

COLORADO DEPARTMENT OF CORRECTIONS



AFTER ACTION REPORT

Inmate Riot: Crowley County Correctional Facility
July 20, 2004

October 1, 2004

After Action Report
Inmate Riot: July 20, 2004

Crowley County Correctional Facility



Prepared by:
Nolin Renfrow, Director of Prisons
Cherrie Greco, Legislative Liaison
Anna Cooper, Prison Operations

October 1, 2004

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Colorado Department of Corrections Officials

Joe Ortiz, Executive Director
Nolin Renfrow, Director of Prisons
L.D. Hay, Director of Administration and Finance
Jeaneene E. Miller, Director, Adult Parole, Community Corrections & YOS,
Mike Rulo, Inspector General,
Madline SaBell, Director of Human Resources,
Alison Morgan, Director of Public Affairs
Cherrie Greco, Legislative Liaison

Corrections Corporation of America Officials

John D. Ferguson, President and CEO
James A. Seaton, Executive Vice President and Chief Operating Officer
Dr. Stephen W. Kaiser, Managing Dir., Facility Operations Division IV
Josh Brown, Senior Director, Business Development
Brent Crouse, Warden, Crowley County Correctional Facility
Bill Bridges and Michael Miller, Associate Wardens, Crowley County
Correctional Facility

Private Prisons Monitoring Unit-Colorado Department of Corrections

Michael Arellano, Unit Chief
Terry Flanagan, CO III Security Specialist
Sue Rael, Administrative Assistant
Deborah Ahlin, CM II, Intelligence Specialist
Gaynell Pritts, CM II, Monitor
John Bongirno, GP III, Monitor
Jim Webber, CM II, Monitor
Dana Bustos, Mental Health Program Specialist

Crowley County Commissioners

T.E. (Tobe) Allumbaugh, Dwight Gardner, Mathew Heimerich, Warren
Davis, Assessor; Mike McDonnell, Attorney; Lucile Nichols, Recorder;
Jeff Keyes, Sheriff; Lynne Bauer, Treasurer;
Bill Wilson, Crowley County Private Prison Monitor

Part I: Executive Summary

Introduction

On the evening of July 20, 2004, the Colorado Department of Corrections (CDOC) was notified of an inmate disturbance which erupted in the recreation yard of the Crowley County Correctional Facility (CCCF). The facility is located approximately forty miles east of Pueblo on Highway 96, near the community of Olney Springs. CCCF is designated a Level III, or medium custody security correctional institution with an offender capacity of 1,144 dispersed throughout six cell houses (Cellhouse 5 construction incomplete at the time of the riot), including the recent completion of an additional 312-bed unit. There are no towers, although an observation deck is located over the gymnasium; observation cameras are located throughout. The facility is owned and operated by Corrections Corporation of America (CCA), Nashville, Tennessee.

At approximately 7:30 P.M., the facility's inmate population, many of whom were located in the recreational yard, began to disregard staff orders to clear the yard and openly displayed non-compliant behavior. A disturbance quickly escalated to the level of a riot, which included inmates destroying property, setting fires, seriously assaulting other inmates and, over the period of the next several hours, causing damage to the facility's physical plant and security systems. Additional costs were incurred for emergency medical assistance, staff overtime, rehabilitation of buildings and grounds, as well as costs associated with the activation of emergency response teams, investigators, K-9 units and the Emergency Mobile Command Center, all deployed to assist with the uprising.

During the days and weeks after the riot, over 1,400 investigative interviews were conducted by the Office of Inspector General, Colorado Department of Corrections. Colorado Bureau of Investigations agents were utilized to assist, as well as a Washington State Department of Corrections investigator, Crowley County Sheriff's Office and the CCCF investigator. Information resulting from these interviews is found throughout the report. Extensive staff time by a number of other CDOC employees has resulted in the accumulation and compilation of critical details related to the incident.

This document is being presented for the benefit of state government officials, the media, members of the general public and others for the purpose

of analyzing the facts and circumstances related to the incident. During the preparation of this report, a simultaneous criminal investigation was ongoing and being conducted by the Office of the Inspector General, Colorado Department of Corrections. Therefore, certain sensitive data which might be utilized during legal proceedings is referred to in this document in general terms only, so as not to compromise the process.

Riots and disturbances in correctional institutions are complex and varied and often cannot be attributed to any single cause or groups of causes. Whether public or private, the correctional setting is, by its very nature, an unusual living environment, which may contribute to the emotional stress of those incarcerated. There are limited personal freedoms, monotony, regimentation, frustration, hopelessness, anxiety about family and friends and racial or other conflicts. However, correctional organizations are accustomed to utilizing management strategies which strive for fairness and parity with regard to conditions of confinement, treatment, education, training and necessary community reentry opportunities, while, at the same time, carrying out the orders of the court.

For all involved, prison riots are fundamentally a threat to life and safety, which can turn a stressful environment into a tragedy. In the case of the Crowley riot, every attempt has been made to identify those elements that may have contributed to the incident, knowing full well that the propensity for any unrest can rarely be attributed to a single point of origin.

Among the goals of this report, therefore, are conclusions and recommendations. Corrections professionals, whether working in publicly-operated or private correctional facility environments, can often discover useful strategies from lessons learned, and, if acted on appropriately, may prevent riots of this magnitude in the future.

History of Prison Privatization in Colorado

In recent years, virtually every state in the Union has experienced rapid growth of their prison populations. In fact, Colorado's inmate population exceeded CDOC's physical capacity beginning in 1988. On September 2, 1988 the Colorado Department of Corrections moved 105 inmates to an empty, state owned facility in Washington. At that time, the Department's capacity for male inmates in other than community corrections beds was

4,547. Records show the on-grounds count was 4,517 with an additional 151 inmates off-grounds (out to court or in hospitals). Additionally, the county jails were holding 374 inmates that had been sentenced to the Department but were being held due to the lack of bed space. During the ten (10) year experience of housing inmates in out of state placement, the highest number was 1,684 in October, 1997 and the low was 13 in December, 1990. County jails became over crowded and lawsuits against the state were initiated in an effort to remove CDOC inmates. Court orders were issued and subsequent contempt citations filed to compel removal of state prisoners from county jails. No state beds were available, however, and a process of prioritization ensued, virtually pitting counties against each other. Early parole was not a viable option. The American Civil Liberties Union began to threaten litigation against Denver and Arapahoe Counties, forcing them to build new jail space. In all, the CDOC went to the Colorado Supreme Court three times seeking resolution.

Consequently, county, state and private beds were contracted for in the states of Missouri, Minnesota, Washington, Wyoming and Texas. Offenders classified as medium custody and below were selected for out of state moves. During this period, a number of lawsuits were filed; however, the courts unanimously upheld CDOC's position regarding these placements. Eventually, beds became available with the construction of additional state and privately funded facilities, so that, by December, 1998, all inmates had been returned to Colorado.

Like most states, Colorado's budget has been challenged for the past several years, virtually eliminating the availability of capital construction funding for additional, state-owned prison bed space. Therefore, partnerships have been further enhanced with the governmental entities where private prisons are constructed, in order to manage inmates and meet the state's public safety mission. Today, approximately 2,797 Colorado offenders are housed in these facilities. Of that number, 121 are located in Tallahatchie County, Mississippi.

The merits of privatization are often discussed with regard to differential costs, liability, level of oversight, staffing and quality of physical plant construction. The private prison industry is driven by a need created when the number of inmates exceeds the number of state owned beds. Simply, the public expects to be protected; if no state funds are available for prison construction, a market for private prisons exists, based upon the need for bed space at any given time. Arguments can be made for and against the

concept of private prisons. However, as of this date, due to the lack of sufficient public beds, the choice is stark; approximately 2,797 Colorado felons can either be placed in private facilities, in out of state facilities or on the street.

For the most part, private prison operators are exempted from many governmental requirements with regard to purchasing and personnel management. While constructing and activating private correctional facilities can benefit local communities and provide positive economic impact, conversely, accessing and hiring sufficient numbers of employees to staff such institutions can be challenging.

Contractual arrangements are made between the Colorado Department of Corrections and cities or counties where the facilities have been sited. A daily per diem rate, approved by the Colorado State Legislature each year, is paid to these local governments; they, in turn, create subcontracts with private prison operators. At present, a rate of \$49.56 is being paid per inmate, per day in Colorado. \$51.00 is being paid to Tallahatchie County in Mississippi for Colorado inmates being housed there. This fee does not cover case management oversight, transportation or non-routine medical care for TCCF. The arrangement is often known as the “Customer Model” whereby a level of services is defined, in keeping with standards imposed by the American Correctional Association, CDOC regulations, state and federal law.

Which offenders are best placed in privately owned beds? Bed management for CDOC’s offender population is driven by a number of factors: trends in population growth, average length of stay, new criminal laws and sentences, parole populations, community corrections, rate of revocation, medical and mental health needs, other special program needs, as well as an inmate’s ability to progress to a less secure environment. Further, the department’s classification system characterizes levels of risk, which ultimately influences facility placement. With this in mind, the Colorado Department of Corrections houses the most difficult to manage inmates, with behavior and custody issues, as well as those with advanced medical and mental health conditions, while the private facilities provide only moderate medical care to relatively healthy inmates classified at medium custody and below. Prior to release for parole or discharge, offenders are returned to CDOC facilities for out-processing.

Statutory Authority

The *Colorado Revised Statutes* governing authorization of CDOC to place offenders in private prisons, expectations regarding performance and oversight are found in Title 17. Private facilities are expected to follow CDOC Administrative Regulations where specified, as defined in the contracts. Waivers may be requested and granted for those regulations that do not apply.

Organizational Work Force

Observable differences exist between the private and public prison workforce, and the two can be compared in several ways. In both the private and public sectors, program opportunities have been developed, providing inmates with treatment, education, work and leisure time activities. Specially-trained and credentialed staff are responsible for implementing and managing such programs. Operational support from food service, clinical services and case management are provided by employees trained in correctional security and other fields germane to their duties and responsibilities. However, unlike employees at private prisons, alignment of the Colorado Department of Corrections' staff is designed and structured with positions defined by the classification system of Department of Personnel and Administration. Private prison staff are generally "at-will", hourly employees, and company policies dictate operational decision-making nation-wide.

While searching, screening and hiring qualified staff is challenging in both the private and public sectors, the staff attrition rate at CCA in Colorado is double that of staff employed by the Colorado Department of Corrections, thus making it more difficult to establish long held traditions or utilize the benefit of experienced staff. For example, years of policy development, practice and understanding the changing dynamics of a prison's population have created a culture where the mission is readily understood in publicly-operated institutions. To that end, it is not unusual for CDOC staff to spend years serving in volunteer capacities with specialized response units; i.e., Escape Teams, Tracking, Emergency Response Teams (ERT) and Special Operations Response Teams (SORT). Regularly scheduled training affords these groups with the confidence needed to mobilize swiftly and perform as needed. Over time, a sense of "community" has evolved, statewide, where professional relationships have developed regarding all matters of offender

management. For their part, offenders know that attempts to defeat security will be summarily thwarted by a confident and experienced staff. However, this sense of preparedness is more difficult to achieve among private prisons.

Colorado Private Prison Operators

At present, Corrections Corporation of America operates four facilities in Colorado: Crowley County Correctional Facility, Bent County Correctional Facility, Kit Carson Correctional Center and Huerfano County Correctional Center. In addition, GRW Corporation owns and operates an adult female facility at Brush. Besides housing Colorado inmates, the states of Washington, Wyoming and Hawaii have contracted for bed space in some of these facilities.

Housing Out of State Inmates in Colorado's Private Prisons

Private prison operators assume a substantial investment when the decision is made to site a facility in Colorado. Costs associated with construction, utility plant upgrades, and other infrastructure improvements are sizable, but are intended to be recovered when daily bed capacity is attained. Keeping beds filled is essential to realizing the full return on investment. Therefore, when other states reach their own capacity and seek bed space elsewhere, it is not uncommon for CDOC offenders being housed in private corrections institutions to share facility space with other states' inmates. Through the authority of CDOC's Executive Director (CRS 17.1.104.5), the Private Prisons Monitoring Unit reviews inmate files for suitability and appropriateness of placement, prior to inmates' being transferred to Colorado. Individual states vary with regard to the daily rate being paid to the private operator or other conditions established in their contracts.

Private Prisons Monitoring Unit (PPMU)

Per CRS 17-1-202(1) (a) (III) (g): *The Executive Director of the Colorado Department of Corrections shall monitor the contracted private correctional facilities.* Until the passage of HB04-1419, all operating expenses and personal services to monitor the private facilities were

reimbursed quarterly by the contracted entities. Today, however, the PPMU is General Funded and the daily rate to counties and cities has been reduced accordingly. The purpose of the PPMU is to monitor and provide oversight of private facilities and their operations. Per CRS 17-1-202 (1) (a) (III) (f): *The contractor shall be responsible for a range of services and programs at least equal to those services and programs provided by the CDOC at comparable state correctional facilities.* Site visits are conducted on a regular basis to monitor consistency with CDOC in such areas as the following:

- Facility and Contract Oversight
- Selective Training for Private Prison Staff
- Security Audits
- Case Management Oversight
- Mental Health Treatment Program Reviews
- Medical and Dental Oversight
- Security Threat Group Monitoring
- Drug Interdiction
- Food Service Monitoring
- Program Reviews for Education and Treatment
- Inmate Banking
- Background Checks for Visitors

The PPMU recognizes that tracking and follow-up to these areas are essential in order to manage small issues before they develop into larger, security-related problems. Therefore, monitor-observed deficiencies are documented, brought to the attention of the institution's management, and, where appropriate, to the contractor. Ideally, a cooperative remedy is discussed and agreed upon. The relationship between the Colorado Department of Corrections and the private prisons is mutually beneficial only when the latter fulfill the terms and conditions of the contract. When contract deficiencies are noted, however, and the private prison delays in the implementation of needed corrections, PPMU staff are obligated to document and report to the CDOC Executive Staff.

The practice of monitoring and evaluating conditions of confinement for CDOC inmates housed in private facilities is critical for the ongoing contractual relationship to be successful. This relationship has been impeded by lack of responsiveness by private prison operators to issues identified for improvement by PPMU staff. For example, failure of private prison staff to demonstrate a fundamental knowledge of appropriate policy and procedures is

one of the most frustrating issues. Attention to physical plant repairs, kitchen cleanliness, menu and food portions, medical staffing and services, as well as basic security practices are of such importance that, when ignored, these concerns can quickly escalate and eventually impact the safety and security of the entire facility. At present, there are few mechanisms in place for holding private operators or contractors accountable when deficiencies are delayed or never corrected.

Part II: Events Prior to the July 20th Incident

Reports From Staff and Inmates

In any prison riot, it can be difficult to distinguish valid warning signs from false ones. In this case, some factors have emerged, linking conditions for the time period prior to the incident with the actual disturbance. During the days prior to July 20, 2004, 198 inmates from the state of Washington were moved to the Crowley Facility. They, along with 116 inmates from Wyoming and 807 Colorado inmates, brought the facility's total population to 1,130. The investigation conducted by the CDOC Office of Inspector General, indicates that the inmates were angry over real or perceived inequity of treatment. For example, the amount of inmate wages paid by each state per month for similar inmate work assignments is different, ranging from \$60.00 paid to Washington and Wyoming inmates, while Colorado pays \$18.60 per month. Colorado requires its inmates to contribute each month to court/victims' restitution owed, child support and medical appointment co-payments. Buying power is strongest, therefore, among Washington and Wyoming inmates. The CDOC Inspector General concluded that resentment developed over this difference.

Other complaints have become known as a result of the ongoing investigation:

- Several inmates alleged that two instances of misuse of force by Crowley County Correctional (CCCF) staff occurred.
- Inmates' complaints and criticisms about food quality and quantity were allegedly ignored by the food service manager.
- Inmates' perception that an alleged conflict of interest exists between canteen operations and food service operations as Canteen Corporation owns and operates both.

- Inmates' allegations of treatment disparity between Colorado inmates and Washington inmates regarding allowable property and food portions.
- Inmates' allegations that administration failed to listen or acknowledge inmate complaints.
- Inmates' allegations that on the day of the riot, facility administration ignored requests to discuss issues and grievances.
- CCCF staff's and inmates' perception that facility administration had prior warnings or knowledge of a potential riot; information may have been provided in staff reports and inmate letters and memos from inmates to staff.
- CCCF staff's and inmates' perception that too many new, untrained facility staff were assigned to key posts.
- CCCF staff's perception that there were too few resources to manage the riot.
- CCCF staff's perception that the facility was understaffed on the night of the riot.

These complaints, leading to continued and progressive frustrations among the population, were reportedly aired to line staff and administration in the days prior to the actual riot.

In addition to complaints, the investigation has revealed that three CCCF staff members submitted reports to CCCF Supervisory Staff noting possible trouble forthcoming from inmates. The first report, dated May 15, 2004, indicated that a Wyoming inmate made veiled threats during an altercation with staff saying that he would "make his point on July 5." (July 5, 2004 was the designated time frame for a second group of Washington inmates to arrive at CCCF)

The second report is dated July 5, 2004. An inmate, who asked not to be identified, communicated to staff that Washington inmates planned to take an officer hostage. The third report submitted from staff (no date) indicated that the reporting officer had overheard inmates talk about "getting even" with the people who hurt another inmate on the East Yard basketball court. According to the staff member, inmates said they would "fight it out" in Unit C.

It is unknown what action was taken by CCA to follow-up on any of these reports.

Recent PPMU Visits

Site visit reports for the six month period prior to the disturbance indicate that monitors noted and communicated a number of concerns to facility management. The following is a partial list of issues:

- Food quality and quantity
- Inconsistency in completing required forms for reportable incidents
- Training for food service staff in the preparation of medical and religious diets
- Emergency plans compliance
- Emergency Response Teams staffing and training
- Use of ambulance and emergency room services for routine medical care
- Pharmaceutical management
- Mental health and medical treatment staff ratios
- Tracking Security Threat Group intelligence
- Timeliness of gang activity report filings
- Staff termination reports
- Investigations and Code of Penal Discipline Reports
- Accuracy of Quarterly Reports
- Canteen pricing structure and items sold
- Inmate telephone services contract
- Case manager attrition since January, 2004
- Escape team training
- Facility organization charts
- Inmate grievance process
- Inmate banking account activity and records
- Inmate access to computers in food service area
- Other recent audits include:
 - June 30, 2004 Monthly security inspection
 - March 30, 2004 Quarterly key inventory/inspection
 - April 4, 2004 Quarterly tool inventory

- January 12, 2004 Evaluation of communications equipment
- July 23, 2003 Crowley County Commissioners approved CCCF's Emergency Plan

On July 9, 2004, a CDOC monitor visited the Crowley facility. The report, filed, July 13, noted that offender morale appeared to be "low" with regard to food quality, and inmates complained of not earning enough money to purchase needed canteen items.

Crowley's Level of Emergency Preparedness

Besides reports analyzed from staff, inmates and monitors, regarding the Crowley riot, a review of recent security systems inspections, staffing matters and frequency of emergency activation drills is also important. While these areas of concern may not have directly impacted the start of the disturbance, the ability to gain control of the situation may have been hampered by the breakdown of any or all of these essential operational elements of the institution. The following information is known about the status of the facility's emergency preparedness, prior to July 20, 2004.

- Staffing Complement:** Not fully staffed; new employees on the job for two days or less when riot erupted.
- Emergency Plan:** Failed to achieve contract compliance in the area of developing an emergency plan consistent with CDOC Administrative Regulation 300-30RD, making mutual response more complicated.
- Emergency Response Teams:** Failed to maintain a recommended percentage of emergency response team members (5% of offender population)
- Armory Practices:** Failed to gain compliance in the area of armory management and practices.
- Barber Tool Control:** The facility recently moved the Barber Shops into the Living Units. (This practice contributed to the loss of Class A tools during the riot.)
- Emergency Activation Drills** Rarely conducted. For example, on one occasion, an inmate was utilized to participate in an emergency drill, causing a staff member, unaware the exercise was in progress, to draw a weapon on him.

Training: Training was provided for 7 staff members on the topic of munitions and crowd control on April 29, 2004. On May 27, 2004, 6 staff received other specialized training, and on June 3, 2004, 11 staff completed firearms requalifications.

Part III: Incident Summary

Chronological Order and Narration of Events

Note Physical Plant Layout: The physical plant layout of the Crowley County Correctional Facility runs from east to west with the main entry and Administration Offices (Building A) being in the center of the facility on the north side perimeter. Living Units 1 and 2 are located on the west side of the baseball field with access to the programs areas located on the south side of the facility. A security fence separates the west side from the east and includes Living Units 3 and 4. The east side also includes a large exercise yard, basketball court and weight pile. Living Unit 6, located on the west side was recently constructed, and, at the time of the riot was occupied by Washington inmates. Unit 6 lies outside the main complex on the southwest side, separated by security fences from the main facility compound. The facility program and support area (Building B) is located on the south side of the compound, directly across from Building A, separated by the two large exercise yards. A greenhouse sits just to the southwest side of the programs area building. Another building (furniture shop) is known as Building G and is located to the southeast of the programs area on the south side of the East Yard.

On the night of the riot the Crowley County Correctional Facility had an inmate population of **1144** inmates with 22 inmates being off grounds. There were **807** Colorado inmates, **198** Washington State inmates and **117** Wyoming inmates on grounds at the time the disturbance occurred. There were **47** CCCF employees on posts with **33** officers working in security and housing related posts on grounds, **3** were food service employees, **3** were medical personnel, and **8** additional staff (new hires) were doing their FTO (Field Training or OJT on the job training). There was also a librarian, two religious volunteers, and two electrical contractor employees on grounds at the time the incident started.

July 20, 2004

7:00 – 7:30 PM On July 20th at approximately 7:05 PM, inmates were released to the West Recreation Yard. Large groups reportedly began to assemble at approximately 7:30 demanding an audience with the Warden over some complaints. The inmates making the demands were confronted by a Shift Commander a Captain who denied their demands to talk with the Warden but, reportedly attempted to engage the group's leader concerning their demands. It was reported that the Captain was unsuccessful in attempts to find a spokesman for the group and that the group became threatening towards the Captain and other officers present. They retreated from the yard for their own safety. At the Shift Commanders direction, a public address system announcement was made giving an order to all inmates in the yard to disperse and return to their living units, and announcing that the yard was closed. The inmates became unruly, started to become hostile and refused the directives to return to their living units. Captain Garcia notified Warden Crouse and 2 deputy wardens, Miller and Bridges. CCCF Chief Selman and SORT Commander Jaramillo were on grounds. The order was given for Living Units to lock their doors and for staff to prepare for an emergency evacuation from their posts. Once the officers evacuated the yards and Living Units, the inmates began moving back into Housing Units 1 and 2, and, using parts of free weights, began breaking windows. As the incident escalated from a disobedience of directives, the inmates became bolder and began engaging in more violent conduct. Inmates began doing property damage, inciting other inmates to riot, and threatening to breach the living unit security doors. The inmates realized that their conduct was unchecked and there was no officer presence to stop them. They began to engage in more flagrant criminal misconduct. Living Unit 1 and 2 case management offices were then broken into, furniture and equipment was demolished. Rioting inmates rifled through case management records and files looking for information on other inmates considered to be police

informants (snitches) and sex offenders who were then targeted for assault.

7:30 – 8:00 P.M. The Unit Control Center staff who had no means in place to defend the Units when the riot started, abandoned their posts through roof escape hatches. They were unable to secure the hatch doors, which allowed inmates access to the roof of the living units and inmates also climbed a drain pipe outside the building to gain access to the roof. Inmates breached the Control Center security doors in Units 1 and 2 by 7:52 P.M. and totally destroyed the electronic control center panels and security systems.

Private Prisons Monitoring Unit (PPMU) Chief Michael Arellano is notified by PPMU Duty Officer of the incident at CCCF. Mr. Arellano notified Offender Services Manager, Bill Zalman and Prison Operations Manager, Lou Archuleta. Mr. Arellano assessed the situation with CCCF Warden Crouse and maintained communication with Mr. Zalman and Director of Prisons, Mr. Renfrow, while they were in route to CCCF.

8:00 – 8:30 P.M. By approximately 8:04 P.M., the Crowley County Sheriff's Department was notified. Simultaneously, rioting inmates began to release segregated inmates and continued destroying property. Two officers in Unit 2 were left behind on the unit floor by control room officers when they abandoned their posts. The two officers were forced to hide from rioting inmates by locking themselves in a cell in the segregation unit.

Windows, furniture, plumbing fixtures, filing cabinets, appliances, sections of walls and doors were broken in Unit 2 by inmates using weight bars and free weights from the weight piles. There was extensive damage in all Living Unit case management offices. Documents, records and other files were destroyed by burning them outside in the yard or by water damage. Most offices and Control Center equipment and furnishings were completely destroyed by the rampaging inmates with inmates having set several small fires within case manager's offices and control

centers by burning debris within them. Vending machines were damaged, rifled through, and the contents were stolen. Televisions were destroyed along with inmates' washing machines and dryers. The interiors of Living Units 1 and 2 sustained heavy, significant water damage due to flooding caused by breakage of porcelain toilets and sinks along with damage to water lines and sprinkler systems. Other damage was sustained by units and security systems were defeated. At 8:11 P.M., inmates had begun to break into maintenance and canteen areas of the institution and the first scatter shots of rubber pellets were fired by CCCF SORT members in an effort to disperse the groups.

PPMU staff Deb Ahlin reported receiving a call from Captain Garcia of CCCF in Master Control. Captain Garcia indicated that the facility was experiencing a disturbance involving approximately 150-200 inmates from Washington, Wyoming and Colorado on the West yard. Captain Garcia indicated that staff had been called into the Control Centers and were off of the yard. Garcia indicated that he would remain in Master Control for further notifications and instructions.

The two CCCF Officers, Bachicha and Verela, who were forced to hide from rioting inmates by locking themselves in a cell in the segregation unit in Unit 2 were in extreme danger as rioting inmates were advancing on the cell door. CCCF Chief Selman authorized use of a control agent (hand held OC canisters) to move inmates back so that CCCF SORT could allow their officers to exit.

PPMU Chief Arellano contacted PPMU staff Curtis Robinette and directed him to respond immediately to CCCF.

CCCF Warden Crouse arrived at facility and assumed role as Incident Manager and instructed staff member Baylor to continue working on staff accountability. Trapped officers in Unit 2 were freed from the segregation cell by CCCF SORT.

CDOC Director of Prisons, Nolin Renfrow, while in route to CCCF, ordered chemical agents to be used to control rioting inmates; i.e., CS and CN gas. Arkansas Valley Correctional Facility and Fort Lyon Correctional Facility Emergency Response Teams were placed on standby. However, chemical agents were not deployed by CCCF; the Warden was waiting for approval from Corporate headquarters. CDOC SORT Team Leaders report that Alpha and Bravo squads had been contacted and were ready to report to CCCF in full mission gear.

8:30 – 9:00 PM PPMU staff Curtis Robinette arrives at CCCF. PPMU staff Ahlin departs her residence and is instructed by Mr. Arellano to contact PPMU staff Gaynell Pritts, Terry Flanagan, John Bongirno, and Dana Bustos, who were placed on stand-by. Ms. Ahlin contacted Gaynell Pritts while in route and instructed her to make further staff notifications. CDOC PIO Alison Morgan notifies the Governor's Office of the situation.

CCCF Chief Selman instructed Lt. Luna to go to zone 5 to attempt to push inmates away from CCCF Greenhouse. Seven CCCF SORT members were on grounds and Unit 6-A Pod was locked down. Deputy Warden Miller and Unit 6 Manager Satterly arrived at CCCF. Emergency Command Center opened. Warden Miller was the Incident Management Team Leader, staff member Baylor was the Incident Management Team Support; Officer Virginia Lewis was the temporary Public Information Officer and Unit Manager Satterly reports staff accountability and plans to move inmates. Manager Satterly assumes staff accountability. CCCF Officer Griffith and Captain Garcia were not responding to radio calls. Chief Selman gave the order to fire rubber pellets and bird shot attempting to get inmates to retreat from B Building. Deputy Warden Miller attempted to contact Dr. Kaiser, Managing Director of Facility Operations, Division IV.

PPMU staff Robinette received a briefing from Deputy Warden Miller in Emergency Command Center at CCCF.

Warden Miller briefed the CCCF SORT Team and indicated that Living Units 3 & 4 were secured, but a few offenders remained in the East yard. Approximately 150-200 inmates were in the West yard causing facility disruption. Unit 4 inmates continued to be non-compliant with lockdown orders and inmates were advancing on B-Building. Chief Selman authorized less lethal ammo and instructs CCCF SORT Team to push inmates toward Unit 6. Fires were ignited by rioting inmates outside Units 1 and 2 using flammable materials such as clothing, mattresses, files, and papers stuffed into microwaves, washers, dryers, and file cabinets dragged from inside the units. Inmates had breached control rooms in Units 1 and 2.

CDOC Director of Prisons, Mr. Renfrow, contacted CDOC SORT Commander to activate Alpha and Bravo squads and activated the AVCF and FLCF ERT members who were ordered to report to CCCF. CCCF Deputy Warden Miller was in the CCCF conference room with Captain Garcia and Officer Griffith.

Mr. Renfrow contacted CCCF Emergency Command Center and repeated orders to utilize chemical agents prior to his arrival at CCCF. He was informed that approval was being sought by CCCF Warden Crouse from the corporate office in Nashville; however, authorization had not yet been received. CCCF Chief Selman reported inmates were backed up between Units 1 and 6. Inmates defeated one 6 foot fence and a 12 foot security fence in order to gain access to the Greenhouse and a fire is reported. The fire ignited in front of Unit 1 had flames reaching 20-30 feet into the air. Fire Department staff were on site were notified and CCCF SORT members are deployed to escort fire trucks. Inmates in the East Yard are beginning to remove weights from the weight pile. Inmates were yelling, throwing rocks, and some were sitting on the ground. CCCF SORT members were firing rubber pellets to attempt to contain and disperse rioting inmates.

PPMU staff Robinette was informed that all staff were accounted for. CCA Corporate Public Information Officer Steve Owen, received notification and drafted an initial release and made local media contact.

Notification was made to local CCCF Public Information Officer, Lori Pinkerton. PPMU staff member Robinette reported that a CDOC SORT member, Deputy Warden Miller and the Crowley County Sheriff, Jeff Keys reviewed facility diagrams.

9:00 – 9:30 PM DOC SORT Teams, Charlie, Delta, and Sniper squads were activated to report to CCCF. Inmates were reported to be cutting through a fence along side Unit 1. The Crowley County, Otero County and Pueblo Sheriffs' Offices were on grounds, as well as Colorado State Patrol personnel. Mr. Renfrow verified that the CCCF perimeter was secure and fortified with additional staff support. Mr. Renfrow activated the AVCF SORT members and ERT Team. CCCF Deputy Warden Miller made contact with PPMU Chief Arellano. The CDOC Emergency Support Center in Colorado Springs was activated with Offender Services Director, Bill Zalman, in command, and Manager of Prison Operations, Lou Archuleta.

PPMU Chief Arellano arrived at CCCF. PPMU staff Robinette was directed to perform as a monitor, and to assign staff liaison for fire and police departments. CCCF staff attempted to contact Washington State contract monitors. CCCF Emergency Support Center reported 10 Kit Carson and 11 Bent County SORT Team members were in route. Huerfano County Correctional Facility had activated their SORT. An Incident Management Team was assembled in CCCF Emergency Command and an Operations Plan was being developed. Captain Garcia called in CCCF off-duty staff to assist. Public Information Officer Pinkerton attempted to secure Olney Springs Public Library for Media Center. Deputy Warden Bridges was assigned to handle media staging. CCCF staff located three working video cameras. Identification of inmates was begun, documenting via video camera, establishing

lists, etc. CCCF staff made additional attempts to reach Washington State contract officials and left messages. First media representatives arrived at the facility.

PPMU Chief Arellano contacted CDOC Emergency Support Center and reported inmates were entering Cellhouse 1, 2, 3, and 4, tearing out everything they could and placing items in front of entry doors. Uninvolved inmates from CH-3 are being pulled out of side doors by CCCF staff. Mr. Arellano was on the roof of the Administration Building and observed 200-300 inmates in the yard. Unit 1 fire escape door was breached and inmates were getting on the roof.

CCCF staff attempted to contact Marty Lyons, the Washington State contract monitor, who was in route from Pueblo.

First entry onto the incident area occurred with teams comprised of approximately 15 CCCF SORT members, 7 AVCF ERT members, and 5 CDOC SORT members. Additional CDOC SORT members arrived at CCCF. One CDOC SORT Team Leader reported to the CCCF Emergency Command Center for briefing.

CCCF Unit 3 Officers were instructed to begin escape to the roof. Permission was obtained to use Olney Springs library for media staging. CCCF Unit 4 Officers escaped to the roof. CDOC SORT members assisted in rescue of CCCF Officers from roof of Units 3 & 4. CCCF Business Manager Frazier was notified of riot at CCCF. Contact was made with Wyoming State Contract Monitor, Mike Wise, who was in route to CCCF.

CCCF Deputy Warden Miller indicated he did not have enough staff on grounds to handle the Operations Plan. The AVCF SORT members arrived on grounds. Chemical agents and rubber pellets were being utilized to hold rioting inmates back temporarily. The first EMS team arrived on grounds. Nick Hobbs, CCCF Maintenance, arrived on grounds.

9:30 – 10:00 PM The entire CDOC 19 member SORT team was fully activated and on site at CCCF. SORT Commander assumed command in the CCCF Emergency Command Center, and directed CCCF staff to contact AVCF to obtain additional less lethal munitions and Self Contained Breathing Apparatus equipment as CCCF reported they did not have this equipment on grounds. CCCF Captain Garcia joined the ground operators and CDOC SORT members assumed sniper positions on the Administration Building.

CCCF Deputy Warden Bridges assigned PIO Pinkerton with one correctional officer to go to the media staging area in Olney Springs. PPMU Chief Arellano approved the press statement prepared by CCCF PIO Steve Owen and was awaiting Washington and Wyoming contract monitoring staff approval. CCCF Deputy Warden Bridges assumed the role of Planning Team Leader. CCCF Business Manager Frazier, Human Resources staff, Nichelle Valdez, and Program Manager, Hale arrived at the facility.

SORT staff from CCA Bent County Correctional Facility, Huerfano County Correctional Facility and Kit Carson Correctional Center were in route.

10:00 - 10:30 PM The SORT ground operators were staged outside the emergency entrance of Unit 3, along with mixed ERT teams from FLCF, AVCF, CCCF, and BCCF. SORT Team Leader took command of the combined SORT from CDOC and CCCF, and began to enter Unit 3 to take control. Chemical agents were utilized with 870 Remington shotgun, Ispra Jet, and 37MM Baton Launcher. Barricades in front of doors were broken through by the Team members upon entry. CN and OC gas was dispersed. The weapon teams penetrated the hallway into the main entry outside the pods quickly without any offender opposition. The remainder of the Entry Team, including cuff and retention personnel, staged outside the pod covering each door to prevent any offenders from escaping the pods. CDOC and CCCF SORT and ERT

members entered “A Pod” lead by CDOC SORT members. Upon entry, gas was dispersed and less lethal rounds consisting of 12 gauge high velocity stingers and FIN stabilized rubber rounds were fired at offenders who were involved in the disruption inside the Pod. Offenders returned to their cells and control of the Pod was obtained by the Team. Cuff and retention teams entered the Pod and extraction of offenders began. The Pod was cleared by SORT members and cover was provided during detainment and securing of the offenders; Unit 3 was secured without incident. All inmates were removed to west side of Unit 3. The building’s interior sustained excessive damage to include approximately 1” of standing water throughout, flooded tiers, damaged and destroyed furniture and fixtures, broken plumbing, trash and debris throughout.

CDOC Training Academy Director, Ross Kimbrell, was notified of the CCCF emergency by Cherrie Greco, Legislative Liaison. Mr. Kimbrell further notified Jere Chaddick, Training Academy staff. Ms. Chaddick initiated the shipment of 22 cases of less lethal ammunition and two electronic shields that had arrived at CTA armory. Bent County Correctional Facility SORT arrived on CCCF grounds.

CDOC SORT Team Leader advised Bravo squad that snipers had been placed on the roof of the Administration Building. Intelligence reported that during the earlier stage of the disturbance offenders had gained access to the roof tops of some of the units and that inmates had barricaded themselves in Unit 2. Bravo squad was ordered to deploy to Unit 2 and the Pods were cleared in the same manner as Unit 3. SORT entered Unit 2 C&D Pods preceded by chemical agents and pods were secured. SORT also entered Unit 3, B and A Pods were secured with out further incident. CDOC SORT remained in secured pods until further assistance could arrive.

A small group of Bravo squad and ERT officers were ordered to clear the roof top of Unit 2. Access was gained

through the control room which had been defeated and occupied by the offenders, but was clear upon SORT entry. CDOC SORT members proceeded to clear the roof encountering no opposition or offender threats. Officers on the roof observed approximately 15-20 inmate rioters on the ground throwing rocks, debris, and burning devices at a small group of officers barricaded outside the Unit's main entry into the yard. The offenders were attacking the officers using metal wall lockers as shields. Assisted by the ground units, CDOC officers dispersed gas toward the offenders from the roof. The offenders then began to attack the squad on the roof with rocks and debris. No injuries were sustained by the squad positioned on the roof and the squad was then ordered to withdraw and join the defending team on the ground. As the squad re-entered the building, the rioters were under control and were being contained by cuff and retention teams. All of the offenders that were involved and detained were then escorted and placed in the holding cells outside "D Pod".

Wyoming State Contract Monitor Mike Wise was briefed in Warden Crouse's Office. CCCF Chief Selman reports staff from Unit 3 and 4 were off roofs and safe. Fires continued burning in the Greenhouse and outside the doors of Unit 1, Unit 2 and Unit 4. The yard was under staff control and the offenders were secured and being closely observed. CCA PIO Steve Owens was notified of the current situation by Lori Pinkerton, CCCA Public Information Officer.

PPMU Chief Arellano reported inmates were calling the press from inside the Units. Inmate phones were shut off to prevent further media contact. Deputy Warden Miller reported wooden cell doors had been removed and were stacked in the yard by the inmates. Mr. Arellano and CCCF Warden Crouse were requesting information of available segregation beds from other DOC and CCA facilities to be faxed to them to begin assigning alternate housing for an undetermined number of inmates. CDOC Emergency Support Center staff contacted AVCF to deploy extra staff for assistance at CCCF. AVCF

Associate Warden Hartley deployed additional staff coming off swing shift. Mr. Arellano also requested additional assistance from LCF through Emergency Support Center staff. CDOC Prison Operations Manager, Lou Archuleta, in the Emergency Support Center, contacted Carolyn Sutherland to arrange to have CDOC Clinical Staff assist. Health Service Administrators Kellie McRae (AVCF), Renae Jordan (YOS, PMC, TCF), Jerri Green (SCCF), and Betty Salas (FLCF) were notified. Ms. McRae had already been activated by AVCF's Emergency Plan and the other clinical staff were contacted to report to CCCF at 5:00 a.m. on 7-21-04. CCA PIO Steve Owens faxed a press release to local and national media outlets.

PPMU Intelligence Specialist Deb Ahlin arrived at CCCF. CM II PPMU Monitor Pritts contacted Mental Health Specialist Dana Bustos to be on stand-by for incident briefing. Training Academy Director Ross Kimbrell and Jere Chaddick had retrieved 22 cases of less lethal ammunition, 60 sets of hard restraints, and two electronic shields and were in route to CCCF at 10:30 p.m. Emergency Support Center contacted Limon Correctional Facility Captain Lockhart and LCF ERT call-out was initiated.

A page was sent to contact Doug Armstrong, Central Transportation Unit Lieutenant, advising him to get transport buses to CCCF. Business Technology staff, Molly Hamilton, was contacted and advised that she would provide technical support for CDOC Emergency Mobil Command Center. PPMU Chief Arellano notifies CDOC ESC that the use of CS gas had been approved by CCA for deployment. Mr. Arellano also reported inmates were burning wooden cell doors in the yard in front of Unit 4. CDOC K-9 units arrive.

10:30 – 11:00 PM CCCF staff member Baylor reported contact from CDOC Emergency Support Center Commander Zalman and advised LCF ERT were in route to CCCF.

Transport security measures for injured inmates were uncertain. One unconscious inmate was brought to the entry gate and transported out for medical treatment. Reports from staff to CCCF Public Information Officer indicates 2 inmates down. Emergency Support Center Commander Zalman contacted PPMU Chief Arellano with plans to move offenders to other facilities. CDOC Director of Prisons Renfrow directed the AVCF ERT to move to the CCCF parking lot to provide facility entry security. Reports were received into CCCF Command Center of a possible injured inmate in Unit 2. SORT teams were divided and begin investigating Unit 2. 1000 flex-cuffs reported in the facility by CCCF staff Baylor.

CDOC Director of Clinical Services Barry Pardus, was contacted by the Director of Finance and Administration L. D. Hay, about the CCCF incident. CDOC Limon Correctional Facility initial ERT members began to report. Lt. Butler reported to LCF staff to issue weapons and munitions from the armory. Ten LCF staff responded to the facility with additional staff reporting to CCCF from Colorado Springs. Channel 9 news from Denver arrived at CCCF. Approximately 30 inmates were still in the yard causing a disturbance. SORT, ERT and Medical staff were advised to be ready for smoke inhalation victims due to the fires burning outside the Units. Deputy Warden Bridges advised Emergency Medical teams to be ready with oxygen. PPMU Chief Arellano reported 6 inmates were observed on the roof of Unit 1 breaking up air conditioning system and the roof was on fire. A group of inmates with shields were seen entering and leaving Unit 2.

Channel 5 News and Rocky Ford Gazette were at press staging area in Olney Springs. CCCF Public Information Officer Pinkerton went to the press staging area in Olney Springs to provide an update.

CDOC Director of Prisons, Nolin Renfrow, Director of Administration and Finance, L. D. Hay, and Director of Business Technology, Paul Lewin, arrived at CCCF.

Business Technology staff were called in to operate and monitor all LAN and WEB communications.

11:00 – 11:30 PM CDOC Emergency Support Center contacted CTU Rick Martinez to move the CDOC Emergency Mobile Command Center to the Crowley County Correctional Facility. Pueblo Complex ERT was activated and ordered to report to San Carlos to prepare for a response to Crowley County Correctional Facility.

While in route to CCCF, CDOC Inspector General Mike Rulo, contacted CCCF Command Center for an up-date. Triage was being set up by CDOC and CCCF Nursing staff and they were asking for a back up team to report. Mr. Rulo reported helicopter support was being requested, two Flight for Life and one military. PPMU Chief Arellano contacted CDOC Emergency Support Center requesting medical supplies from nearby facilities; two inmate injuries were reported so far. They were being transported to St. Mary Corwin Hospital for treatment. Inmates were being pulled out of Unit 3 and being restrained in grass area of the yard.

The largest concentration of inmates were visible in front of Unit 6 where there were an estimated 200-300 inmates. CDOC and CCCF SORT and ERT were at vantage points.

PPMU Chief Arellano notified CDOC ESC that Washington State Monitoring Staff had established a command center with Executive Director Lehman in command.

CDOC San Carlos Correctional Facility ERT Commander Lt. Randy Cordova, reported to SCCF and was informed by Associate Warden Rod Cozzetto to fully arm with lethal and less lethal ammunition and report to CCCF when the remainder of the team was on site and prepared. SCCF Warden Leyba briefed Tim Desiata and Randy Cordova regarding the incident in CCCF. San Carlos Correctional Facility and Pueblo Complex deployed 16 ERT members.

CDOC Emergency Support Center advised CCCF Command Center that Park County advises 50 vacant beds available. Command Center received information that 5-7 inmates had gained access to "G" building and others were advancing to that location. Inmates were attempting to pull down the light outside Unit 1; they were successful. Inmates continued feeding fires outside Units 1 and 2.

11:30 – 12:00 PM Combined SORT members were deployed to south side of "G" building and deployed 2 chemical agents towards group advancing to "G" building, causing inmates to move away. East yard inmates placed their hands on their heads and proceed to basketball court and lie on their stomachs. Retention Team immediately established and restrained inmates on East yard. A fire alarm is going off in "G" building.

CDOC Emergency Support Center had advised Carolyn Sutherland that 6 CDOC Medical Staff would arrive at CCCF at 5:00 a.m. to assist.

CDOC SORT members were inside entry door to Unit 2. Inmates began throwing rocks and using filing cabinets as shields to advance on SORT inside Unit 2. CCCF Chief of Security Selman and Captain Palomino deployed three (3) 515 triple chaser chemical agents onto the advancing inmates. Inmates retreated into the existing crowd. CDOC SORT forms skirmish line that inmates attempt to flank. A second DOC SORT team was dispatched from "G" building to intercept inmates trying to flank first SORT team. Skirmish lines advanced on inmates forcing retreat to fenced area in front of Unit 6. Approximately 75% of the inmates surrendered and lie on stomachs as ordered. CCCF and CDOC SORT were attempting to put out the fire in front of Unit 2

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12:00 - 12:30 AM CDOC Youth Offender Services and Pueblo Minimum Center activated Emergency Command Centers.

Less lethal CS grenades were deployed on remaining 25% of inmates who continue throwing rocks at combined SORT and refused orders to lie down. CDOC CTU staff Rick Martinez advised Emergency Support Center that Emergency Mobile Command Center was in route with 1 driver and 2 operators. All inmates on West yard complied with orders to lie on their stomachs and cease further resistance. CDOC Emergency Support Center was contacted and updated. CDOC Youth Offender Services and Pueblo Minimum Center advised Emergency Support Center that they could have 45 segregation beds available if needed. They also had extra DTR radios available if needed. CTU staff Doug Armstrong advised Emergency Support Center that two buses, 1 high risk van, 7 staff and 5 electronic restraining devices were in route to CCCF from Canon City.

CCCF Officers called for assistance with injured inmates. CCCF clinical staff left the Administration Area where they had been waiting for approximately 2 hours. CDOC Clinical Administrator Kellie McRae assumed CCCF clinical staff were proceeding to assist the officers requesting assistance with injured inmates. Ms. McRae learned later that CCCF clinical staff did not assist the officers. Initially, CCCF nurses would not go to the yard to assist a severely injured inmate.

Combined SORT and ERT members began securing the remainder of the inmates in East and West yards, 3C and 3B. CDOC CSP and CCF Warden Larry Reid notified Emergency Support Center that 54 administrative segregation beds were available and CSP/CCF ERT was on stand-by to respond to CCCF, and Command Center was activated at CSP/CCF. The Crowley County coroner was notified of the riot situation.

CCCF Unit 1 staff reported an inmate was down and fires in Units 1, 2 and 3 were still burning. Unit 3 fires were nearly extinguished. Unit 4 fires had been extinguished completely.

CDOC Executive Director Joe Ortiz, Director of Administration and Finance, L. D. Hay, and Director of Business Technologies, Paul Lewin, arrived at CCCF and were briefed in the Command Center. "G" Building staff reported secure.

12:30 - 1:00 AM CDOC SCCF and TCF Warden Ron Leyba notified Emergency Support Center that 16 Pueblo Complex ERT members had been deployed to CCCF along with 9 TCF ERT, and 1 canine. YOS/PMC had also sent 10 DTR radios and 15 batteries. CDOC Director of Prisons Mr. Renfrow ordered two buses capable of holding 50+ inmates to CCCF. The CCCF visitation room was designated as a temporary staging for CDOC staff and SORT. CDOC SORT members entered Unit 1, A-Pod preceded by chemical agents and met with little resistance. Unit 1 was secured without incident. G Building was then secured by CDOC SORT. SORT members began to sweep the program buildings for inmates. Involved offenders were detained inside the library area and the dining hall. CDOC SORT continued to clear the remainder of the buildings and surrounding areas.

The Washington State DOC Executive Director was contacted and updated on the situation. Combined SORT members located a severely injured inmate and medical staff responded immediately to the scene. The East yard was secured. The Pueblo Complex ERT team was on-site at CCCF and CDOC Emergency Support Center was contacted with an update.

1:00 - 1:30 AM CCA Josh Brown contacted CDOC Emergency Support Center and spoke with Commander Bill Zalman. He advised Mr. Zalman of anticipated movement of Washington and Wyoming inmates to other CCA facilities.

PPMU Chief Mike Arellano advised the CDOC Emergency Support Center that there were several inmate injuries. A CCCF nurse asked CDOC Clinical Administrator Kellie McRae if she, Ms. McRae, would

assist their medical staff in the yard with injured inmates. Ms. McRae agreed and proceeded into the yard with one CCCF nurse and followed CDOC Officers and the SORT Team members attempting to locate, triage and treat severely injured inmates. They found one inmate severely injured. Flight for Life was requested. Training Academy Director Ross Kimbrell and Jere Chaddick arrived at CCCF, inventoried all equipment on site and advised CDOC SORT member Jim Moore who relayed the information to the CDOC SORT Commander. Mr. Kimbrell and Ms. Chaddick notified Mr. Zalman at the Emergency Support Center of their arrival, delivery and securing of equipment. YOS dayshift staff were contacted and directed to report to the facility at 2:00 a.m. to begin working 12 hour shifts. The CDOC Emergency Support Center received information that the situation at CCCF was calming down and coming under control. The Pueblo Complex ERT made contact with the CDOC SORT Commander and received orders to bring only less lethal rounds into CCCF.

CDOC SORT reported Unit 3 fires were extinguished. The Pueblo Complex ERT assisted combined SORT in securing Unit 4 and ensured that all inmates were placed in secure cells. The doors in some of the cells were inoperable due to damage caused by rioting inmates hitting those cell doors with weights and weight bars. CDOC SORT reported Unit 3 was secured. Flight for Life took a severely injured inmate to Saint Mary Corwin Hospital in Pueblo with numerous stab wounds and scalp injuries. CDOC Public Information Officer Alison Morgan, arrived at CCCF. Combined SORT members entered Unit 4 and CDOC SORT entered Unit 6. SORT members were escorting inmates from Unit 4 to the yard area for retention. CDOC Director of Prisons, Nolin Renfrow, advised the Emergency Support Center that significant structural and property damage had occurred at CCCF and an assessment was underway. CDOC SORT Commander contacted the Emergency Support Center and stated that the CCCF facility was under staff control and order regained.

CDOC Limon Correctional Facility ERT arrived at CCCF. The team began preparing to enter the facility. The ERT Commander checked in with the CDOC SORT Team Leader and initial assignments were to break into two teams armed 6 with weapons and 8 to conduct retention of inmates in the yard areas. LCF ERT staff entered the facility and were further directed to the triage areas to perform security and containment while medical staff performed assessments of the offenders. Offenders were maintained sitting on the ground and agitators were removed from the area. All offenders were in flex cuffs with replacement cuffs provided when necessary.

1:30 - 2:00 AM CDOC Emergency Support Commander Bill Zalman, communicated damage assessment to the Washington State authorities. CDOC Director of Prisons, Nolin Renfrow, PPMU staff Curtis Robinette, and Director of Administration and Finance, L. D. Hay, were checking the Food Service, Medical Clinic and Library areas when they discovered the CCCF librarian along with 36 inmates, inside the CCCF library where they had been waiting throughout the entire riot. Inmates continued to be escorted by SORT members from Unit 3.

CCA Senior Director Josh Brown, communicated with CDOC Emergency Support Center Bill Zalman. Director of Prisons, Mr. Renfrow, advised the Emergency Support Center that the CCCF Food Service and Medical areas are intact. The Emergency Support Center contacted Arkansas Valley Correctional Facility Warden Carl Zenon and requested preparation of 1100 lunches to be delivered to CCCF. Warden Zenon advised that his food service staff would be contacted and meals would be prepared for delivery. CDOC SORT reported that Unit 4, Pods A, B and C were in bad shape but all doors were operable. Inmates were being secured in their cells.

2:00 - 2:30 AM CDOC Director of Prisons, Mr. Renfrow contacted the Emergency Support Center regarding bed space and inmate movement. The CDOC Mobile Emergency

Command Center arrived at CCCF. Present were Mike Ryan, Linda Guitierrez, Tom Adamic and Molly Hamilton.

A joint meeting between CDOC staff and CCCF staff was conducted. CCCF Warden Crouse indicated that options were unknown at that time. CDOC begins to make plans for restoring facility operations and moving inmates. CDOC Clinical Administrator Kellie McRae, returned to the Administration area to find CCCF Health Administrative Services and the nurses still staged in this area and not providing assistance to staff or inmates. The Pueblo Complex ERT reported building searches were completed in the Programs, Intake, Medical and Food Service areas. All CDOC staff were instructed to check in and out at the Emergency Mobile Command Center. Staging areas for the retained inmates were established combined staff began determining what Units were still operable and could be utilized to house inmate. Units 4, 6 and Administrative Segregation assessed for a total of 634 beds useable. PPMU Chief Mike Arellano approved assignment of 3 inmates per cell. YOS Major Hager and Sgt. Estrada moved 3 female offenders from remediation in C-Pod, to general population within building #101 at YOS in preparation of receiving CCCF inmates. Clinical Administrator Kellie McRae took CDOC nurses and 3 CCCF nurses out to the yard where there were 250 inmates being retained and began triage, treatment and set up anatomical stations. CCCF sent a Clinical Supervisor to “run” the triage area, however, after she made her initial assignments, she left and was not seen again until 6:00 a.m. Ms. McRae took over the triage site operations and continued to treat inmates. At that time, 7 inmates had been sent off-site for treatment. Ms. McRae and assisting medical staff, identified another inmate possibly having a heart attack and he was sent out for treatment. One of the CCCF officers told Ms. McRae that Warden Crouse and Deputy Warden Bridges were getting “pissed” because they were sending too many inmates out for treatment. The officer went on to say that Medical Staff should only be sending those inmates out that could not be treated at CCCF. Lt. McKenna from AVCF, intervened and the

CCCF officer backed off. Assistant Director of Clinical Services Barry Pardus, contacted the CDOC Emergency Command Center and spoke with Commander Bill Zalman, to follow-up on the resource needs from Clinical Services. Three additional CDOC nurses were directed to report to CCCF. Digital Radios were delivered to IG and CDOC staff. Three CDOC transport vehicles arrived at CCCF.

2:30 - 3:00 AM CCCF Kitchen was reported secure by CDOC Sort members. CCCF Officer Griffith had a count team ready consisting of 12 staff. Portable toilets were positioned in the yards. Two ambulances and chase vehicles were leaving the facility. Digital radios were delivered to the CDOC Legislative Liaison Greco and Assistant Director of Business Technology Paul Lewin. Trinidad Correctional Facility ERT staff arrived at CCCF. CDOC Inspector General Mike Rulo, contacted Chief Investigator Alex Wold, directing staff to check the disk trail around the CCCF perimeter for possible escape attempts. The CDOC staff assisting with inmate detainment in the yards were directed to begin taking down the names of the inmates.

3:00 - 3:30 AM CDOC Lt. Perry and DOC track teams began checking the CCCF perimeter for any signs of possible escapes. CCCF Public Information Officer Lori Pinkerton was in route to Olney Springs to meet with staff families, and media were to be directed to facility for a briefing by CDOC Public Information Officer Alison Morgan and a press release was prepared. Mobile Emergency Support Center staff Mike Ryan was setting up trackers from Trinidad Correctional Facility and Tom Adamic to check disk trail. Training Academy Director Ross Kimbrell and Jere Chaddick checked in with Ms. Greco at the Emergency Mobile Command Center and Bill Zalman at Emergency Support Center. Mr. Kimbrell and Ms. Chaddick then proceeded to the CCCF facility and began communicating to the Emergency Support Center the details of the on-going operations there. Emergency Support Center was sending four TCF staff to CCCF to meet with Investigator Matt Richardson. Emergency Support Center Lou

Archuleta checked in with Emergency Mobile Support Center Ms. Greco on the status of the disk trail check. CDOC Director of Finance and Administrations L.D. Hay begins checking on motel and hotel room accommodations for CDOC staff to shower and rest. YOS reports that 5 offenders from Boot Camp-remediation in C-Pod at YOS were being moved to building #109, lower south in preparation of arrival of CCCF inmates.

3:30 - 4:00 AM CDOC Emergency Support Center was advised by PPMU Chief Mike Arellano that CCCF food service staff had been sent to the kitchen for meal preparations. CDOC Pueblo Complex ERT provide non-lethal support to escort teams as well as assistance with escorts and flex cuffing of inmates in the yard.

CDOC Emergency Support Center Lou Archuleta, contacted AVCF Warden Zenon and advised him that the meals previously requested from AVCF would not be needed. CDOC Public Information Officer Alison Morgan prepared to meet with Channel 9 News. One helicopter was leaving the facility. Four AVCF ERT staff were leaving the facility and checking out with Ms. Greco at the Emergency Mobile Command Center. An inmate with a seizure was sent out in an ambulance and two additional helicopters left the facility. CDOC staff Tom Adamic observed that due to ongoing construction in the area, there were too many tracks through the disk trails to determine if inmates had been there.

4:00 - 4:30 AM CDOC Public Information Officer Alison Morgan was setting up staging area for all media. The time frame for serving breakfast to CCCF inmates is 7:00 a.m. Five vehicles from the Pueblo County Tactical Rescue arrived at CCCF. The CDOC Central Transportation Unit was performing security for media on site at CCCF. Another helicopter was arriving at the facility. YOS Associate Warden Steve Rossi, contacted Bill Zalman at the Emergency Support Center to notify him of current plans at YOS to handle the incoming inmates from CCCF. YOS staff began IDO intake cell shakedown in preparation

for CCCF inmates. Emergency Support Center had identified 138 beds available in other private facilities, and 299 in state facilities. CDOC recommends Wyoming offenders be sent to Kit Carson Correctional Center. An ambulance with a chase vehicle leaves the facility. Emergency Mobile Command Center staff Mike Ryan contacts CCCF to advise that anyone entering or leaving the facility grounds must check in with EMCC. CDOC Chief Investigator Alex Wold reported to Cherrie Greco that 2 CDOC nurses were reporting to CCCF.

4:30 - 5:00 AM CDOC Emergency Support Center was contacted by Training Academy staff Jere Chaddick with an update on inmate injuries at CCCF. Five (5) additional CDOC nurses and two (2) Health Services Administrative staff arrived at CCCF. A total of 10 nurses and 3 Health Service Administrators were on site. In addition, a Physician's Assistant from AVCF arrived along with a Nurse Practitioner from SCCF. CDOC clinical staff cleared the CCCF East yard of 250 inmates. They proceeded to the West yard where three (3) CCCF nurses were present and had been doing triage for approximately 15 minutes. A CCCF nurse stated to Clinical Administrator Kellie McRae that anatomicals needed to be done. Ms. McRae and 6 CDOC nurses set up to begin doing the anatomicals. Thirty (30) minutes later, the CCCF nurses left the yard without assisting the CDOC nurses with anatomicals. CBI Investigations staff arrives at CCCF. Pueblo Complex ERT maintained perimeter around inmates detained in the yard areas. A nurse from Fort Lyon Correctional Facility arrived at CCCF. CBI canine were proceeding to the front entrance at CCCF. PPMU Monitor Pritts received a call from Deb Ahlin, PPMU Intelligence Specialist, stating that PPMU Chief Mike Arellano wanted John Bongirno and Terry Flanagan dispatched to CCCF. Mr. Bongirno was contacted at his home and directed to contact Flanagan. Both PPMU staff were then directed to respond to CCCF immediately. YOS staff contacted the CDOC Emergency Support Center stating that 45 bedrolls and hygiene kits were prepared and available for CCCF inmate's upon their arrival at YOS. A

CCCF Investigator arrived at the CDOC Emergency Mobile Command Center for instructions or to provide assistance. Another ambulance and chase vehicle were leaving CCCF.

5:00 - 5:30 AM

CDOC San Carlos Correctional Facility and Trinidad Correctional Facility Warden Ron Leyba, checked in with Emergency Support Center for an update. The CDOC SORT Commander reported the last offender was removed from his cell and taken to the yard for containment. SORT members continued to assist with the control of the offenders throughout the morning and medical staff assisted the offenders while they accessed the restroom and were provided a breakfast meal. CCCF day shift staff began to report to work. CDOC LCF ERT staff report that all offenders had been checked by medical and were moved to the basketball court in the recreation yard. Flex cuffs were removed and offenders were cuffed in front. Staff reported an attempt to get an inmate count was conducted, but did not know if it ever cleared. LCF ERT staff noticed that more CCCF offenders were being brought out of Units 3 & 4, indicating that these Units were never completely cleared. PPMU Chief Mike Arellano advised ESC that there was damage to Unit 6 and that several windows and doors were broken. Units 1 and 2 were unusable, however, CCCF Warden Crouse had recommended that inmates be returned to these Units and that CCA Corporate Office would deploy 35 to 40 staff to assist with inmate management. Currently, meals for inmates were being prepared and inmate count had not yet been completed.

YOS reports STU moves for both outgoing and incoming inmates have been cancelled. YOS Major Hager had requested 30 pillow cases from PMC as the YOS laundry had only 15 on hand. CDOC CSP and CCF Warden Larry Reid checked in with Emergency Support Center for an update on the CCCF situation. Caroline Sutherland checked in with the Emergency Support Center and advised that more nursing staff should arrive shortly at CCCF. ERT and CDOC SORT staff were preparing to

feed inmates detained in the yard areas. Limon Correctional Facility Warden Estep contacted the Emergency Support Center for an update on the CCCF situation.

5:30 - 6:00 AM CDOC Assistant Director of Clinical Services Barry Pardus, checked in with the Emergency Support Center for an update of the CCCF situation. Emergency Mobile Command Center redeployed the Trinidad Correctional Facility ERT staff to search for signs of escape on the CCCF perimeter. No signs found. PPMU Chief Michael Arellano advised the Emergency Support Center that CCCF inmate count cannot be cleared; they are off by 8 inmates and a recount was in progress. YOS and PMC facilities were functioning at normal operations. A possible need for Trauma Counselors was discussed by CDOC and CCCF staff. CDOC staff Daryl Vigil checked in with Emergency Support Center and movement planning of CCCF inmates was beginning.

CDOC Crime Analyst Brandon Davis checked in with Emergency Support Center. PPMU Monitor Pritts received contact from Intelligence Specialist Deb Ahlin stating Chief Arellano requested Clinical Manager Brad Kinney and Dana Bustos, Mental Health Program Specialist to respond to CCCF. Mr. Kinney and Ms. Bustos had already been notified and were in route to CCCF. Trinidad Correctional Facility ERT continue checking disk trails around CCCF perimeter. CDOC Training Academy Director Kimbrell and Jere Chaddick transferred selected equipment to the SORT vehicle and departed CCCF.

6:00 - 6:30 AM PPMU Chief Mike Arellano, advised Emergency Support Center that the recount from 5:35 has not begun. Director of Prisons Nolin Renfrow advised Emergency Support Center that CCCF Unit 3 could be used to assign inmates. Preliminary reports and interviews conducted with inmates indicated that the entire incident may have been due to an improper use of force by CCCF staff. Clinical Services Administrator Brad Kinney, contacted CCCF Health

Services Administrator Del LeCount, to determine quantities of medical supplies and medication on hand at CCCF. Ms. LeCount reported inadequate supplies although Fort Lyon Correctional Facility and Arkansas Valley Correctional Facility had provided additional medical supplies. Additional supplies would be needed. Mr. Kinney indicated he would stop in route at the Pueblo Pharmacy to obtain the needed supplies. PPMU Chief Mike Arellano, advised Emergency Support Center that a medical report of inmate injuries was being faxed to them. All ambulances had been cleared to leave the facility. CCCF staff indicated counting of inmates would resume during feeding. CDOC CTU staff Rich Martinez advised the Emergency Support Center that relief for the Emergency Mobile Command Center would occur at 2:00 p.m.

6:30 - 7:00 AM CDOC Emergency Support Center notified SCCF that the Gym space at SCCF would not be needed for housing inmates. CDOC Clinical staff reported that 75% of inmate anatomicals were completed. CCCF Chief Selman wants strip searches performed on all inmates to reveal possible injuries unreported. PPMU staff Terry Flanagan and John Bongirno arrived on grounds at CCCF. Mr. Bongirno was assigned as logistics support in the Administration Area and Mr. Flanagan was assigned to logistical support for Brad Kinney and the SORT and ERT teams. The Pueblo Complex ERT staff assisted in reapplying flex cuffs cuffing inmates in the front following restroom breaks in the yard areas. YOS CO Garcia had contacted Swing Shift Staff informing them to arrive at YOS facility at 10:00 a.m. to begin their 12 hour shift. Limon Correctional Facility ERT staff report they began to rotate the CCCF inmates for hydration and rest. Clinical Services Administrator Brad Kinney reported the Pueblo Pharmacy did not open until 7:00 a.m. He had obtained needed medical supplies and was in route to CCCF.

7:00 - 7:30 AM CDOC Emergency Support Center notified YOS Associate Warden Steve Rossi, that 45 beds at YOS would be needed immediately. YOS staff began Unit #104 shakedown in

preparation of inmates moving from YOS A & B Pods IDO-STU. PPMU staff Terry Flanagan reported to the yard area and John Bongirno checked in with Incident Command Center, DOC staff and CCCF staff. After initial briefing, Mr. Bongirno and Ms. Ahlin preceded to the yard areas where offenders were staged and flex cuffed. The inmates were being fed sack breakfasts. Inspections were conducted to assess the damages inflicted on housing Units, the Greenhouse and fences. Mr. Bongirno provided bottled water to staff positioned on the roof of the Administration Building. YOS food service received notification of the 45 CCCF inmates arriving.

7:30 - 8:00 AM

CDOC Emergency Support Center indicated a conference call between CDOC Director of Prisons Nolin Renfrow, CCCF Warden Crouse, stating that 138 Wyoming inmates from CCCF would be moved to the 3 other private CCA facilities in Colorado. CDOC Legislative Liaison Cherrie Greco allowed entry of a Shamrock Food Truck onto CCCF grounds. CDOC Trinidad Correctional Facility requested to move 10 CCCF inmates to that facility.

All CCCF inmates had been fed breakfast. All inmates not detained in the yard areas had been moved into temporary housing assignment until repairs could be completed to the damaged Units. YOS Lt. Cordova contacted YOS Command Center stating that the Pueblo Campus had 16 ERT members at CCCF. All were issued less lethal weapons and none were involved in any use of force incidents at that time. Unit #104 had been searched and cleared per Capt. Romero. Major Hager contacted Physical Plant Manager Dave Zupan, to inform him that the chiller in Unit #104 required repairs in order to receive CCCF inmates, water fountains needed repaired and other accommodations would be necessary to maintain order and control of arriving CCCF inmates. Following administrative roll call, YOS graveyard shift would be released to return at their regularly scheduled time of 10:00 p.m.

8:00 - 8:30 AM CDOC Clinical Administrator Brad Kinney, Debra Kinney and Dana Bustos arrived and reported to the medical Department to assist in preparing transportation related information, medications and preparing offender files for transport. Returning to the CCCF Administration Area, PPMU staff John Bongirno coordinated housing reservations with local motels and hotels for DOC Executive staff and SORT members. Plans were being made to move a number of Colorado offenders and Wyoming offenders out of CCCF. Offender Services coordinates the move lists with PPMU staff John Bongirno and Terry Flanagan, and CCCF staff. Teams would be established to locate and escort offenders scheduled to move to the CCCF Intake area. Mr. Flanagan coordinated activities in the Intake area. CCCF Case Managers and Mr. Bongirno established teams, located the offenders scheduled to move and escort them to Intake. Director of Community and Parole Jeaneene Miller, contacted YOS Associate Warden Steve Rossi and was informed of the pending YOS plans to receive 45 CCCF Inmates. Graveyard staff was briefed on the CCCF inmate arrival.

CDOC Emergency Support Center notified Park County authorities that 50 beds would be needed to move CCCF inmate into and CDOC will deploy staff to CCCF to assist with movement. A list of inmates to be transferred from CCCF to YOS was transmitted on DCIS.

8:30 - 9:00 AM CDOC Emergency Support Center Lou Archuleta spoke with Curtis Robinette who was directed to advise the inmates moving to Park County and YOS that this was not a regressive move. Assistant Director of Clinical Services Barry Pardus and Chris Petrozzi, Regional Health Services Administrator, arrived at CCCF. Dana Bustos and Brad Kinney preceded to CCCF Medical and meet with Hilbert Navarro and Dan Plagge, mental health providers at CCCF. They discussed debriefing the staff and inmates and provided support to facility staff. Ms. Bustos interviewed an inmate and provided his name to Investigator Dave Smith. The Pueblo Complex ERT

assisted in feeding and maintaining inmates in the yard areas. Emergency Support Center began the process of notifying the next of kin of injured inmates. YOS reported moving 30 inmates from STU to BLDG. #104 at YOS to accommodate the CCCF inmate arrivals. Medical staff reported working with CCCF, AVCF and FLCF staff to ensure triage and coordinate transfer of offenders to other facilities. Updates were maintained with PPMU staff, Offender Services and others. Medical records, documentation, medications, were packaged and coordinated with transport trips with offenders. All CCCF offenders, with the exception of one seriously injured inmate, were returned to the facility.

YOS reported the list of 45 CCCF inmates and time of arrival at YOS were received via DCIS message. Offender Services staff Darryl Vigil contacted YOS ESC stating CCCF inmates arriving at YOS would not have working files because they were destroyed by fire at CCCF. However these inmates were not involved in the disturbance. YOS Captain Ellis contacted Lt. Williams for confirmation of list of inmates and asked that QT files be accessed for information on incoming inmates. YOS reported that 30 inmates from A & B Pods were moved to Unit #104 to accommodate incoming CCCF inmate bed space needs. Major Hagar directed Sgt. Cordova to prepare Intake for incoming CCCF Inmates. Video equipment was prepared and medical staff were contacted to provide anatomical exams of all incoming inmates.

9:00 - 9:30 AM CDOC CSP & CCF Warden Larry Reid contacted Emergency Support Center stating that the CSP/CCF Command Center was deactivating and he would be available by pager if needed. Limon Correctional Facility ERT staff reported that CCCF offenders were separated by Unit and were given a sack meal. Some inmates were returned to Units 3 and 4 after clean up measures were completed. The remaining inmates were escorted to the West yard and contained with additional CCCF inmates. YOS Major Hagar contacted San Carlos Correctional Facility requesting a nurse be provided to assist with the

intake process of CCCF inmates upon their arrival. Leonard Vigil contacted Captain Romero at YOS stating that inmate count still had not cleared at CCCF and no inmates would be moved until count was cleared. Mr. Vigil requested a call at 30 minute intervals to determine count progress. Assistant Director of Parole and Community Tim Hand, contacted YOS Associate Warden Steve Rossi to confirm a parole officer in route to YOS to pick up three Phase III inmates. YOS Lt. Williams contacted YOS Command Center to state there was 1 inmate in D-Pod in remediation status and would be left there. YOS Captain Ellis contacted Command Center to determine status of incoming CCCF inmates and would proceed counting inmates in A and B Pod prior to their move to Unit #104. Lt. Reaux contacted Command Center stating staff were proceeding to IDO to retrieve count sheets. Staff would then proceed to Visiting for briefing and remain until there until deployed.

9:30 - 10:00 AM CDOC Emergency Support Center received an update from PPMU Chief Mike Arellano who was sending an updated medical list. Trinidad Correctional Facility ERT Commander Winden contacted the CDOC SORT Commander and it was determined that the TCF mobile armory and half of the TCF ERT staff would return to TCF. YOS Major Hager and Lt. Torrez brief swing shift staff and deploy them to CCCF. LCF ERT staff escort CCCF inmates to the newly constructed Units. Those inmates were secured in cells. CCCF Command Center was advised that Washington State officials had arrived at CCCF. The Colorado Governors office contacted the Emergency Support Center with notification that the Governor would visit CCCF. Emergency Support Center directed CTU staff to stop media security. YOS ERT Lt. Cordova contacted YOS Command Center stating 50-60 inmates remained in the yard at CCCF and asked the information be passed to Major Lynn at SCCF.

10:00 – 11:00 AM TCF Lt. Stickler and 4 TCF ERT staff departed CCCF to return to TCF. Three TCF ERT staff remained to transport 8 offenders from CCCF to TCF. YOS Command Center

received message from Laurie Gephart, DOC Accounting Technician, directing all involved staff to track staff hours and expenses incurred during the CCCF disturbance and response by CDOC. YOS Captain Machin contacted the YOS Command Center with list of swing shift staff on duty assignments and where they were deployed. CDOC Emergency Support Center contacted Larry Reid, CSP/CCF Warden, regarding the need to move 8 CCCF inmates to CSP. YOS Major Hagar directed staff to begin working on 12 hour staffing pattern schedule to operate YOS. Pueblo Complex ERT escorted CCCF inmates to Units and assist with feeding process.

11:00 - 12:00 PM CTU buses were en route to pick up CCCF inmates for transport. CDOC ERT and SORT staff were released from facility after debriefing. YOS Staff contacted Leonard Vigil to verify CCCF inmates were in route. CCCF count had not cleared and no movement would occur until count cleared. TCF ERT staff would be transporting the inmates being assigned to the Trinidad Correctional Facility. Emergency Mobile Support Center was sending fresh radio batteries into facility to CDOC staff. YOS Captain Ellis notified Commander Center that STU inmates had been fed and moved to Unit #104. STU Unit was being prepared for arrival of CCCF Inmates.

PPMU Chief Mike Arellano advises Emergency Support Center that preparations for transport process have begun. A debrief was conducted at CCCF Visiting area administered by L. D. Hay, Director of Administration and Finance, Mike Rulo, Inspector General, and the CDOC SORT Commander. All CDOC ERT teams were released, with the exception of the Fort Lyon Correctional Facility team, which remained on site and continued to assist with movement of offenders to interviews conducted with CDOC CID staff. The Pueblo Complex ERT was in route back to SCCF.

12:00 – 1:00 PM Detained CCCF offenders were provided a lunch meal, and systematically, one small group at a time, began to be returned to cleaned and restored living units. One half of

the SORT members were relieved to return to their homes, while the other half remained at CCCF to assist with the clean up operations. YOS Captain Ellis contacted Command Center stating A and B Pods were ready for CCCF inmate arrivals. YOS Command Center contacted Leonard Vigil to check status of CCCF inmate transport and informed that CCCF Count still had not cleared. YOS Management Team arrived at YOS Command Center.

12:30 - 1:00 PM CDOC CTCF Associate Warden Kevin Milyard contacted Emergency Support Center to inform them that CTCF could accept 10 inmates. Pueblo Complex ERT secured weapons, ammunition and equipment upon their return to SCCF and debriefed. Fremont Correctional Facility Associate Warden Bobby Allen contacted the Emergency Support Center to request FCF Command Center be permitted to stand down. Request was approved. YOS Associate Warden Steve Rossi briefed Assistant Director Tim Hand of current situation at YOS. The YOS LAN Coordinator informed Command Center that two computers were installed and operational in Building #104 at YOS. PPMU Chief Mike Arellano checked in with the Emergency Support Center stating the movement process was going very slowly. Leonard Vigil contacted YOS Command Center stating that 45 CCCF inmates would be arriving at YOS at approximately 3:00 p.m. YOS Captain Ellis contacted SCCF to ensure a Medical Nurse reported to YOS medical at 2:30 p.m. to assist with the arrival of CCCF Inmates. Communications contacted YOS Command Center stating that telephones in Unit #104 were disabled. Telephone in A and B Pods were activated.

1:00 – 2:00 PM CCA Public Information Officer Steve Owen arrived at CCCF. Pueblo Complex ERT Team was released to recover and get personal gear ready. TCF ERT staff were notified that CCCF inmates assigned to move to TCF were staged in Intake and ready to transport. TCF ERT staff departed CCCF Intake with 8 inmates assigned to TCF. It is unclear if CCCF inmate count had been cleared.

CDOC Emergency Support Center advised CTCF that the 10 beds at that facility would not be needed. Director of Parole and Community Jeaneene Miller contacted the YOS Command Center to receive an update on CCCF riot situation. Ann Diggs, Regional Health Services Administrator, contacted Command Center stating that nurses would be deployed from Canon Area Facilities to assist with the intake process of the 45 CCCF Inmates arriving at YOS.

All of the inmates previously transported out of CCCF for medical care have been returned to the facility except for the seriously injured inmate taken by Flight for Life.

2:00 – 3:00 PM

CDOC Emergency Support Center contacted CCCF Warden Crouse and requested a direct line for contact to discuss a press conference with Governor Owens and CDOC Executive Director Joe Ortiz. Governor Owens arrived at CCCF for a press conference. Emergency Mobile Command Center staff Martinez, Bennett, and Brady reported for duty and relieved MECC staff. Leonard Vigil contacted the YOS Command Center stating the departure time of the 45 CCCF Inmates was delayed. Departure was anticipated at 3:00 p.m. YOS Associate Warden Steve Rossi, contacted the Shift Commander directing all day shift staff to report to Visiting Room to receive amended schedules for the next day. Staff contacted the YOS Command Center stating Unit #113 would be short-staffed with the departure of the Day Shift Staff. Additional staff were deployed to ensure minimum staffing was achieved. Leonard Vigil contacted YOS Command Center stating departure time of the 45 CCCF Inmates was expected at 3:45 p.m.

CTU staff Rich Martinez, relief for mobile command, had arrived. TCF ERT staff arrived at TCF with the 8 CCCF inmates who were taken to visiting for processing and urinalysis. CTU began transporting 45 Colorado offenders to YOS. PPMU Chief Mike Arellano checked in; packing of inmates going slowly. Park County Jail arrived on grounds at CCCF to pick up 57 DOC offenders.

3:00 - 4:00 PM CDOC CTU began transporting 8 Colorado offenders to CSP. CCCF Incident Commander was not allowing offenders to move off grounds until count clears. SORT members were deployed to CCCF Intake area to assist CTU with transport of CCCF offenders to other locations. SORT members were advised that Governor Owens had arrived to tour the facility and SORT members were deployed to provide protection for Governor Owens during his walk through at CCCF. CSP/CCF, and CTCF ERT members arrived to relieve FLCF ERT. CCF and CSP ERT arrived at CCCF to assist with transport and operations. Governor Owens left CCCF. Leonard Vigil contacted YOS Command Center stating CTU transport would arrive at YOS in approximately 15 minutes. YOS Management Team report to Intake to observe Intake process of CCCF inmates.

45 CCCF inmates arrived at YOS and proceeded into A, B, and C Pods of IDO Building number #104

Business Technology staff Molly Hamilton relieved by Gary Cassio who would remain on site to provide BT support to the Emergency Mobile Command Center.

Three CSP ERT members transported 8 offenders to CSP. Remainder of ERT members stayed at CCCF to provide assistance. PPMU Chief Mike Arellano checked in with Emergency Support Center and would be leaving CCCF at 4:00 p.m. PPMU staff Terry Flanagan would be taking over. Inspector General's staff were at the facility throughout the day but were unable to conduct any inmate interviews because CCCF staff were unavailable to escort the inmates.

4:00 - 5:00 PM All CDOC SORT members were present at CCCF and a team debrief was conducted. A schedule of SORT member presence and assignments at CCCF was passed out to all members, providing coverage and assistance through July 29th, 2004. CTU staff Doug Armstrong contacted the Emergency Support Center and indicated

that bus 5 would return to CCCF to pick up inmates to transport to Park County. Estimated time of arrival at CCCF is 5:30 p.m. Command Center at YOS was contacted to determine if college classes or library privileges would occur that evening at YOS. The Shift Commander stated notification would be made upon his return to the YOS Command Center.

The CDOC Emergency Support Center was deactivated. The Pueblo Complex Command Center was deactivated. The YOS Command Center was contacted by Prison Operations Manager Lou Archuleta stating that the Emergency Support Center at Headquarters was standing down and he would be available by pager if necessary. YOS-Management Team returning to Command Center. Director of Parole and Community Jeaneene Miller, contacted YOS Command Center for an update on the arrival of CCCF inmates. Associate Warden Rossi and Major Hagar stated that the intake process occurred smoothly with no incidents.

A portion of CDOC nurses are relieved by FLCF nurses. CDOC nurses left CCCF. Inmate count at CCCF had not cleared due to offenders being located in cells they were not assigned to and they were triple bunked. Evening CCCF Incident Manager Deputy Warden Miller, ordered a numbers count to facilitate expediency in clearing the inmate count. No moves were allowed. Offender transport staff from CTU, Park County Jail, KCCC and BCCF were held up waiting hours for count to clear. Buses were staged on grounds awaiting offenders. The three CCA (ERT) SORT teams were briefed and staged to locate and escort offenders to Intake for the moves. All three teams were from CCA facilities in other states, Arizona, Tennessee, and Florida. They had just arrived and were not familiar with the facility layout making count more difficult.

PPMU staff Dana Bustos departed CCCF for Colorado Springs office.

5:00 - 6:00 PM CCA Public Information Officer Steve Owens conducted a press conference at facility.

PPMU Chief Mike Arellano turned in his assigned radio to the Emergency Mobile Command Center and would be off grounds for the night. PPMU staff Terry Flanagan would be the liaison between CCCF and Mobile Command. CCCF staff were conducting an offender and staff accountability. CDOC staff were unsure as to what time it began and if it had cleared.

6:00 - 7:00 PM All evidence gathered by CDOC Inspector General's staff would be stored at AVCF in the property area. All IG staff were off grounds for the evening and would report again at CCCF in the morning. CDOC Investigator Jay Kirby was the only IG staff remaining on grounds. Any further information would be reported to CDOC Investigator Dave Smith by pager.

Dave Smith advised the CCF/CSP ERT Commander to walk the CCCF perimeter looking for signs of bloody clothing, take pictures if possible, and write a report. Any items found would be placed in individual bags and identified insuring to note the location they were found.

CDOC SORT members reported that they would end their shift as of 10:00 p.m. unless Mr. Renfrow advised them otherwise. All CDOC ERT teams would no longer be needed at CCCF.

7:00 - 8:00 PM CCF/CSP ERT reported to the CCCF Visiting area to assist in the offender movement process and transports out of the facility. Offenders were currently being housed in Unit 3 and 4 pending movements. The Mobile Emergency Command Center satellite dish was broken due to wind gusts that caused the awning to hit the arm. The dish was temporarily repaired.

9:00 – 10:00 PM After count clears, CCA (ERT) SORT Teams located and escorted offenders to Intake. PPMU Staff Terry Flanagan coordinated the Intake activities to timely process offenders. With the limited number of CCCF staff on

grounds, PPMU staff John Bongirno directed the SORT Teams to the specific Units and cell houses and guided the SORT escorts around the Programs Building to Intake. Mr. Bongirno escorted a SORT member to Medical for treatment of a laceration.

10:00 - 11:00 PM The Crowley County Sheriff's Department departed CCCF. Perimeter security is in place and Sheriff's Office staff would not be providing assistance to the facility throughout the evening. The Crowley Fire Department reported to the CCCF facility to contain a flare up that occurred in the facility. They would stand by pending offender movement completion. The Mobile Command Center generator was shut down in order to check the oil and add fuel. Systems were shut down until the generator service was completed. The system restarted at EMCC with no problems noted. The Crowley Fire Department contained the flare up and had departed the facility.

11:00 - 12:00 PM The CCA Tennessee SORT staff arrived on site at CCCF

July 22, 2004

12:00 - 1:00 AM Park County departed CCCF with 13 offenders

1:00 - 2:00 AM CDOC CTU and Park County Jail staff were transporting 57 offenders to the Park County Jail. Estimated time of arrival at Park County is 4:30 p.m.

ERT and SORT were debriefed and would be off grounds for the remainder of the evening. SORT would leave 2 staff at the facility on 7-22-04. SORT Member contacted CSP Master Control to clear staff from 24 hours of duty since the beginning of the disturbance at CCCF. CTU staff transported 44 CCCF offenders to Park County.

4:30 – 5:00AM Two private charter buses with 76 CCCF offenders departed to Kit Carson Correctional Facility and 40 offenders were transported to Bent County Correctional Facility.

- 6:30 - 7:00 AM Three (3) CDOC nurses arrived with a Health Services Administrator at the request of CCCF medical, to complete anatomicals. When the nurses arrived, they find out that CCCF medical staff wanted them to do medication lines. CDOC nurses were not comfortable with performing this function and, after consultation with Headquarters Medical staff, it was determined that their mission at CCCF was complete.
- PPMU Chief Arellano reported for duty at CCCF. CTU staff Baum, Guitierrez, and Thomas reported for duty in the Emergency Mobile Command Center and relieved CDOC staff Martinez, Bennett, and Brady. Two CDOC SORT members reported for duty.
- 7:00 - 7:30 AM PPMU Chief Michael Arellano advised Emergency Mobile Command Center to allow construction workers into CCCF, however, they were allowed only to work outside the perimeter of CCCF.
- 7:30 - 8:00 AM A King Soopers delivery truck arrived to deliver bread to CCCF. Mr. Arellano advised staff to send the delivery truck to the CCCF Back Gate. Investigators Dave Smith, Jay Kirby and Danny Lake reported for duty at CCCF.
- 12:00 to 12:30 PM Business Technologies staff Richard Cochran, arrived at EMCC.
- 1:30 to 2:00 PM Business Technologies staff Molly Hamilton is leaving CCCF with Legislative Liaison Cherrie Greco.
- 3:00 to 3:30 PM Emergency Mobile Command Center was deactivated.
- 5:30 to 6:00 PM Inmate count cleared at CCCF.
- 7:30 PM PPMU staff John Bongirno and Terry Flanagan were relieving Curtis Robinette and Michael Arellano at CCCF. SORT members reported that some ERT members assigned to do shakedowns in the evening of 7-21-04 had found several homemade knives secreted in the offender

mattresses. This information was forwarded to CCCF Associate Warden Bridges and Acting Incident Manager Mike Miller.

July 23, 2004

8:00 AM PPMU Staff Terry Flanagan and John Bongirno departed CCCF.

8:34 PM Park County Jail contacted to follow up on status of the Colorado offenders assigned to that facility. Sergeant Crawford stated that everything went well with the intake process.

9:49 PM CCA Kit Carson Correctional Center contacted on the status of the 76 Wyoming offenders moved to that facility. Staff indicated that a few of the offenders were mouthy during the trip, but all offenders were processed into the facility. Facility had total of 6 empty beds, three in segregation and three in general population.

9:54 PM CCA Bent County Correctional Facility contacted on the status of the 40 Wyoming offenders moved to that facility. Staff report shift briefing included mention of Wyoming offenders move with no incident.

July 24, 2004

5:00 PM PPMU staff John Bongirno attended the Incident Management Team Leader Changeover Briefing at CCCF.

8:20 PM CCCF Warden Crouse requested CDOC's approval of moving offenders from triple bunking on the floor to other cells. John Bongirno contacted PPMU Chief Mike Arellano, who authorized the moves.

8:50 PM CCCF Warden Crouse requested John Bongirno's signature on the authorization of the memo stating no visiting would occur through the weekend. According to Warden Crouse, Mike Arellano approved the memo verbally.

Use of Force

Rioting inmates actively resisted the efforts of Emergency Response Teams. From various locations in the facility, inmates threw rocks and burning debris at officers and used metal lockers and file cabinets as protective shields for advancing towards officers. They continued to feed fires. The Office of the Inspector General had determined that reasonable force was used to bring the inmate population back into compliance and to regain control of the institution. In all, 19 inmates were treated for serious injuries and no staff injuries were reported. Numerous other inmates were treated for less severe injuries. DOC's Special Operations Response Teams (SORT) and various DOC Emergency Response Teams (ERT) expended the following types and amounts of munitions:

YOS ERT:

Shotguns	5
Rounds of RP23 (non-lethal)	50
Rounds of Slugs	50
Rounds of buck shot	100
OC grenades	10
Smoke grenades	2
Stingball grenades	12
ISPRA-JET	

AVCF ERT:

Flex cuffs	1000 sets
37 mm .60 caliber rubber rounds	12
Sting Ball #9594	2
CS continuous discharge grenade	2
12 gauge 00 rubber pellet rounds	50

CDOC SORT:

37mm Rubber Pellet Rounds	12
Sting Ball Grenades	2
CN Continuous Discharge Grenades	2
12 Gauge High Velocity Rubber Pellet Rounds	170
Liters of OC for ISPRA jet use	2
Flex Cuffs	1100
Canine Unit was utilized for crowd control and to clear buildings	

The Crowley County Correctional Facility reports having used the following types and amounts of munitions:

00 Buckshot	20 rounds
7 ½ Birdshot	143 rounds
12 gauge HV Rubber Pellets	66
12 gauge Bean Bag	6
CS Triple Chaser	4
37mm Bean Bag rounds	10
60 Cal Stinger	8
37mm Foam Baton rounds	3
MK-4 Pepper Spray 10%	11
MK-4 Pepper Fogger 5.5%	2
Flex Cuffs	1000

Observations

A number of observations were made during the incident by CDOC staff:

- Lack of front entry security
- Doors propped open at times
- No visible evidence of Emergency Plan in use
- Line staff not mobilized; confusion regarding shift change; dependent upon CDOC backup
- Inmates escorted without restraints and placed into ambulances unrestrained; more than one inmate being transported in same ambulance
- Difficulty in accounting for tools and keys
- Staff and inmate accountability uncertain; management was not aware that a librarian was missing and, in fact, was isolated in the library with approximately 37 inmates.
- Wooden cell doors were set on fire by rioting inmates
- Porcelain fixtures were broken and pieces used as weapons
- Segregation and control center doors were defeated
- Case management files accessed in living units and compromised by inmates
- Lack of training for hazardous materials/blood spill clean up

- CDOC nursing staff brought in to provide triage care; only one Crowley medical staff on site until daybreak.
- Delay in providing food service
- Chemical agents not deployed in a timely manner by Crowley staff.
- Incident commander dependent upon direction from corporate office
- Critical Incident debriefing of staff by mental health providers delayed
- Tools belts taken from civilian electrical contractors by inmates
- Status and location of two religious volunteers uncertain
- Inadequate staff training to operate locking mechanisms on living unit control center escape hatches
- No chemical agents in housing unit control centers available for use to deter inmates
- CCCF SORT team ordered to stand down until CDOC's SORT team arrived on scene
- Inexperienced staff issuing weapons and munitions from armory; CCCF armorer deployed to the roof

Office of the Inspector General

On July 20, 2004, at 9:00 P.M., Mike Rulo, Inspector General, Chief Investigator Alex Wold, and four investigators, along with four K-9 teams, all from the Colorado Department of Corrections, responded to the Crowley County Correctional Facility in Olney Springs. This response occurred as a result of a reported inmate uprising/riot at CCCF. Initial reports indicated that the facility was at risk of being overrun by rioting inmates. Per CRS 17-103.8, the Office of the Inspector General is the appropriate law enforcement authority to investigate criminal matters, use of force and any contributing factors that may have caused such a disturbance. This authority extends not only to CDOC facilities, but also to privately owned and operated correctional institutions that house CDOC inmates.

At approximately 9:30 P.M., investigators arrived at CCCF and confirmed that the facility's external perimeter was being secured by the Crowley County Sheriff's Office, Pueblo County Sheriff's Office, Colorado State Patrol and other local law enforcement agencies. After a briefing from Brent Crouse, CCCF Warden, and PPMU staff on site, investigators determined that the entire facility was at risk of being overrun by rioting inmates. Living units, with the exception of Unit 6, had been taken over by inmates and institutional property destroyed and burned. Inmates were in

control of yards and had access to program areas. They destroyed and burned the Greenhouse and were threatening G-Building, a trades program area. Several other fires burned outside living units, and the Administration Building was at risk. It was reported that no inmates had breached the external security fences.

Staff Accountability

Investigators were advised by CCCF administration that all staff had been previously accounted for between 8:30-9:00 P.M., and that all staff had been evacuated from the yards and living units. It was later determined, however, when two CCCF officers in Unit 2 were rescued by CCCF's SORT team members, that the staff accountability reports were incorrect. When the disturbance began, the two officers fled to an empty segregation cell and locked themselves in. Further, during the early morning hours of July 21, a staff librarian was discovered, along with 37 inmates, in the facility's library, and she was subsequently escorted to safety. The whereabouts of these staff members was never communicated to investigators, since the facility's administration believed all staff had been accounted for.

The Onset of the Riot

The investigation has revealed the incident began at approximately 7:30 P.M., after a group of inmates in the West Yard demanded an audience with the warden concerning their complaints. Inmates making the demands were confronted by the Shift Commander, a captain who denied their demands to talk with the warden, but reportedly attempted to engage the group's leader in discussion of the demands. It was reported that the Shift Commander was unsuccessful in attempts to find a spokesman for the group, and the group became threatening towards the Shift Commander and other officers present. Staff retreated from the yard for their own safety. At the Shift Commander's direction, a public address system announcement was made, giving an order to all inmates in the yard to disperse and return to their living units, and that the yard was closed. The inmates became unruly, started to become hostile and refused to comply with directives. At that time, the order was given for living units to lock their doors, and staff were told to prepare for an emergency evacuation of their posts. Inmates became bolder, began to damage property, incited other inmates to riot and threatened to breach living units' security doors. Staff were then ordered to abandon their posts in the interest of safety.

Once officers evacuated yards and living units, inmates realized their conduct was going unchecked, and there was no officer presence to prevent them from engaging in more criminal misconduct. They became more belligerent and aggressive.

The CDOC investigation has concluded that Washington inmates played a major role in instigating and initiating the riot. Reports indicate they became disruptive in retaliation for a use of force on a Washington inmate by CCCF staff earlier in the day. The investigation has further revealed that Washington inmates were the first to remove weight equipment and start utilizing dumbbells and 45 pound weight bars to damage property. A video tape observation indicates that a Washington inmate, identified as the leader of other Washington inmates, was the first to start breaking windows and pounding on the door of Living Unit 2. He instructed other inmates to break into the Segregation Unit and release the inmate earlier involved in the use of force incident. This was accomplished with weight bars being passed through the cell door's broken window, allowing the inmate the use of the weight bar to defeat the door from within. Using this method, inmates were able to destroy additional doors and locking mechanisms in not only the segregation areas of the facilities, but throughout.

Colorado and Wyoming inmates became principals in the riot when they took immediate advantage of the situation and aggressively began participating. They also destroyed equipment, furnishings and used weight equipment to break through cell doors and locks. Case Management offices were broken into and inmate files rifled, in order to identify files belonging to sex offenders and informants. These inmates were targeted in later assaults the same night.

At this writing, there is no clear indication that the riot involved a dispute among Security Threat Groups (STG). If anything, it has become evident from inmate interviews and an analysis of posted STG graffiti written on walls during the riot that STG groups banded together and acted in concert with each other. The only indications of STG related incidents were the assaults on two inmates, with evidence that two Security Threat groups carried out those assaults.

Damage

Eventually, inmates caused extensive damage to Living Units 1 and 2 with some damage to Units 3 and 4. Case management offices were compromised and inmate files accessed. Windows were broken and living unit Control Centers were breached. Inmates destroyed porcelain toilets and sinks, as well as sprinkler systems. Consequently, water lines were broken and flooding occurred. Toilet flush valves were tied down to cause continual flushing. Day Hall televisions were destroyed, as well as vending machines, clothes washers, dryers and microwave ovens. Most of these items were dragged outside, stuffed with flammable materials and set on fire.

Ultimately, inmates were able to defeat Control Centers in every Living Unit. Locking mechanisms were destroyed, windows broken and electronic control panels were smashed. As Control Center staff realized that inmate access was imminent, they escaped by way of an overhead hatch. However, according to witness statements, staff were unable to secure the hatch locks behind them, thus permitting inmates to follow, gaining access to the roof. The subsequent investigation indicates that no chemicals or munitions were available to staff to defend the Control Centers against the advancing inmates.

The Greenhouse was vandalized and completely burned after inmates breached a security fence behind Living Unit 1. Inmates also reached the programs building area, Building B, but were not successful in breaching the building. They did access Building G, housing the furniture shop and *Habitat for Humanity*, but did little damage to these structures, other than possibly removing tools. They did attempt to ignite a fire in this area, however, it was started under the sprinkling system and was quickly extinguished.

Telephones

From the start of the riot, until approximately 10:00 P.M., inmates used the telephones to call friends, families and members of the media. Consequently, taped recordings of phone calls have led to the identification of at least 40-60 criminal suspects and riot participants. During these calls, inmates admitted to their own participation in the uprising and implicated others. Media began calling facility administration to confirm the inmates' reports of the riot.

Inmate Assaults

During the destruction of Living Units 1 and 2, inmates rifled through case manager records, looking for files of other inmates considered to be police informants or those identified as sex offenders. Those inmates identified by the rioters as either informants or sex offenders were targeted for assault. Two known assaults were perpetrated by bands of roving inmates within Living Units 1 and 2.

The first and most serious assault occurred when an inmate in Unit 1 was attacked by a group of inmates. The inmate was secured in his cell; however, other inmates rammed his door with weight bars and set the wooden door on fire. Once the door had been defeated, perpetrators stabbed the inmate, struck him with weight bars, beat him and threw him off the second tier of the living unit. Inmates accosted the severely injured inmate again while he lay on the first floor and struck him on the head with a microwave oven, leaving him for dead. Later, the severely injured inmate was discovered by response team members while retaking control of Living Unit 1. He was later airlifted to Pueblo for hospital treatment.

The second serious assault occurred in Unit 2. Rioting inmates broke through a segregation cell, occupied by this inmate. He was dragged from the cell and beaten. Attacking inmates attempted to stab him repeatedly until the blade of the weapon was bent. The inmate was later rescued and treated by a CCCF physicians' assistant. However, his name was omitted from the list of injured inmates who had been victims of assault, and he was subsequently moved the following day to the Park County Jail. This injured inmate reported the assault to Park County staff.

During additional interviews conducted by investigators, inmates complained of injuries received from birdshot and rubber bullets, fired by officers attempting to regain control of the facility.

Response to the Riot

It became apparent to responding CDOC Investigators and the CDOC SORT Commander arriving on scene that a quicker and stronger response by the facility security staff at the initial onset of the riot would have limited the extent of the riot. Investigators believe that the lack of response was due to indecisive command level decision making or inadequate staffing and resources, or both. The facility's command staff either could not or would not deal with the situation at its inception. Further, reports indicate that the

facility's SORT team was told to "stand down" until Colorado's Department of Corrections' SORT team arrived. The facility's emergency response team had been disbanded and was only recently reinstated, thus indicating lack of training for response to an incident of this magnitude.

Once notified, CDOC staff and units responded to the site and provided assistance in a variety of ways:

1. The Emergency Support Center was activated at the CDOC Headquarters Building, Colorado Springs. Personnel provided assistance and developed a plan to move inmates from CCCF.
2. The Emergency Mobile Command Center was deployed from Canon City and remained onsite, utilized as a communications hub; staff controlled access and egress to the riot scene.
3. Escape Team personnel and K-9 Units conducted a sweep of the perimeter to ensure no inmates had escaped. K-9's were used for additional crowd control.
4. Training Academy staff transported multiple sets of hard restraints, 2 shields and 22 cases of less lethal ammunition to CCCF.
5. The Public Information Officer established a staging area for news media outside the facility and released updated status reports over the next twenty-four hours. The PIO also arranged for a late morning press conference/briefing by the CDOC Executive Director, July 21. Preparations were coordinated for an on-site tour and press conference by Governor Bill Owens, scheduled for 2:00 P.M. the same day.
6. The Legislative Liaison provided facility escort for arriving CDOC medical staff to the triage area, communicated with the Mobile Command Center, assisted with yard supervision and responded to incoming legislative inquiries.
7. Staff from Business Technologies maintained digital radio communications equipment and provided ongoing assistance with telephones, computers, internet and satellite connections and were at CDOC Headquarters for Web page updates.
8. The Executive Director, Director of Prisons, Director of Administration and Finance assisted prior to arrival on site and provided direction regarding use of chemical agents and other strategies to quell the riot. Further, they provided command management regarding building sweeps, detainment and control of inmates, yard supervision and emergency food service operations. Coordination and planning with the SORT Commander was ongoing over the next 24 hours.
9. Facility Emergency Response Teams from Arkansas Valley, Fort Lyon, San Carlos and Trinidad Correctional Facilities reported to the SORT

- Commander, along with staff from the Youthful Offender System (YOS) and Pueblo Minimum Center and some off-duty staff who reside in the Colorado Springs area. These teams were instrumental in providing assistance during the riot and regaining control of the facility.
10. YOS management team developed a plan to receive inmates from CCCF and provide appropriate services.
 11. Central Transport Unit was alerted that inmates would be moved to available beds throughout the state.
 12. The Inspector General and staff provided assistance during and after the riot, identified potential crime scenes, began to conduct investigations and have since assimilated over 1,400 interview documents related to the facts and circumstances surrounding this incident.

At approximately 1:00 A.M., on July 21, 2004, the riot was brought under control and the process of restoring order began. Inmates were restrained and staged in exercise yards. A process for medical triage was and treatment was established.

Criminal Charges

At this writing, there is an ongoing investigation to determine the filing of criminal cases. Conservatively, over 100 inmates have been identified as engaging in criminal activity, and 100 or more Disciplinary or Administrative actions may be pursued against inmate suspects. The Office of the Inspector General reports that additional criminal related incidents may include the following:

1. Attempted Homicide of at least one inmate.
2. Inmates inciting and engaging in large scale riot activity.
3. Large scale Criminal Mischief with major property damage.
4. Assaults on inmates by inmates.
5. Assaults or attempted assaults on staff by inmates.
6. Burglary of Case Management offices and destruction of records and files.
7. Burglary of Living Unit Control Centers and destruction therein.
8. Arson and attempted burning of Living Units.
9. Arson of the Greenhouse.
10. Burglary of Programs Area, Building G.
11. Accosting and robbing two civilian electrical contractors of their tool belts containing screw drivers and wire cutters, instruments which could aid in a potential escape.

Part IV: Conclusions and Recommendations

Conclusions

After any prison disturbance, hindsight is useful for drawing conclusions about missed operational opportunities. Every attempt should be made to analyze the causes of the riot, its human and financial impact and address steps needed to make appropriate improvements.

After a comprehensive review of the July 20 inmate riot, the Colorado Department of Corrections concludes the following:

- CCCF management has failed to comply in a timely manner with PPMU-noted deficiencies/recommendations.
- High staff attrition rate and inexperience has contributed to lack of ability to appropriately respond to emergencies. At this writing, 37 CCCF staff members have resigned or been terminated since the incident.
- Responsiveness to inmates' food service complaints has been delayed. There has been a failure to adhere to CDOC mandated menu items.
- Fundamental security measures have not been consistently followed.
- Facility emergency plan has not been effective.
- Inmate living unit construction materials have proven to be easily destroyed.
- CCCF's initial response to the incident was indecisive.
- The riot and subsequent damage to CCCF has caused a disruption of daily inmate intake into the Reception and Diagnostic Center resulting in an increase in jail backlog. The impact of the incident to normal operations of population management has been enormous. Inmate movement back into CCCF by CDOC has ceased to date.

Recommendations

The following recommendations are being made as a result of this report:

- Update facility emergency procedures and schedule training drills on a frequent basis, utilizing corporate resources; conduct necessary out briefings and implement corrections.
- Ensure command structure is well-defined with clear lines of authority and responsibility and organizational chart updated.
- CCA should consider granting more authority to CCCF's on site command staff in emergency situations.
- Conduct frequent staff and inmate accountability exercises with and without observation from PPMU staff. Conduct needed out briefings and implement corrections.
- Increase the level and frequency of communications with corporate officials when corrective measures, indicated by PPMU, are not implemented in a timely manner at the local level.
- Increase notification and level of accountability among county commissioners and city administrators to the Department of Corrections for private prison operational deficiencies, when noted by PPMU.
- Increase the level of oversight by County Commissioners and city administrators for private prison operations.
- Review and update memorandums of understanding with county and city officials and local law enforcement.
- Practice mobilization of emergency command center at various times, during all shifts.
- Review CCCF's staffing complements for emergency response teams and inventory equipment and supplies; ensure use of force training records are current and updated as needed.
- Conduct tool and key control audits to CDOC specification.
- Respond to inmate complaints in a timely manner.
- Consider a change in the food service contractor; ensure food service staff are trained in the preparation of medical and religious diets.
- Provide CCCF staff with use of force and tactical training.
- Provide CCCF staff with hazardous materials and blood spill cleanup training
- Review security procedures regarding recreational use of weights.
- Replace current wooden doors and porcelain plumbing fixtures and locking mechanisms.
- Implement a method for improved security of inmate files.
- Create mechanism to address issues of CCCF staff morale.
- Conduct regularly scheduled inspections of living unit control center escape hatch.

- Ensure only trained and credentialed armorer is authorized to issue weapons and munitions.
- Maintain a list of contingent contract providers should additional or alternate bed space needs arise.
- Request the Colorado Legislature for additional full time employees for the CDOC Private Prisons Monitoring Unit.
- Request the Colorado Legislature to authorize the CDOC Executive Director to take command and compel compliance with recommended policy and procedure in non-emergency situations.
- Report to PPMU all instances of shift staffing shortages.
- Conduct appropriate investigations, prior to inmate COPD hearings taking place.

About Emergency Preparedness

Unexpected occurrences, acts of God, and a variety of other anomalies can disturb a correctional facility at any time and pose a threat to security. Contingency plans must be developed, training conducted and plans implemented when needed. Inmate disturbances are one of the most serious of these unplanned events. Appropriately responding to such emergencies and taking control of a potentially volatile situation comes with practice. In all cases, inmates far outnumber staff; therefore, strategies should be developed to mobilize the work force in such a way as to firmly and aggressively take control of a situation using the least amount of force necessary. Confidence about what to do and how to execute an emergency plan is possible only after training, an updated review of procedures and re-training. An arsenal of specialized equipment and other supplies should be pre-positioned. Communication systems must be tested and utilized, and leadership during such an emergency well established. All the preparation in the world, however, means nothing if the plan is not implemented, or when employees fail to execute their roles, accordingly.

In either state or privately operated prisons, complacency is the enemy. Inmates capitalize on their observation of staff taking shortcuts and exploit weaknesses whenever possible. Failure to recognize or report unusual inmate behaviors may ultimately lead to a disruption within the institution. Often, staff place little importance on individual observations; and, while it is true that separately some reports lack significance, collectively, they may be of great use. When patterns emerge and are investigated, disturbances may be

prevented. The ability to respond to emergencies is often hindered, therefore, not by a desire to perform, but due to inexperience and lack of practice. In short, proactive planning and reactive problem-solving are essential.

A thorough after action review of any facility emergency is important in order to recognize systems that functioned well and those that need improvement. This review process has provided CDOC with the opportunity to examine internal Private Prisons Monitoring Unit practices, and the Unit looks forward to identifying ways to increase effectiveness. For example, it has become evident that the PPMU needs to involve and communicate with the contracting city and county officials to obtain compliance and correct deficiencies noted when they are conducting inspections. While not every emergency can be prepared for, common procedures for responding to any emergency, can, never the less, be practiced. Since staff from all operational and program areas will likely be utilized during an actual riot, such as described in this report, frequent rehearsal is necessary with everyone in the facility participating. Correctional agencies should also account for staff attrition and retrain in emergency procedures as needed.

On the night of the incident, there were many CCCF staff who responded appropriately and performed well. Local fire protection units, police and sheriff's officers, state patrol and others were quick to initiate measures to ensure the public's safety was never compromised. After the facility's order was restored, countless hours have been spent in reviewing the levels of response and discussing ways to improve processes in the future.

The prison riot of July 20, 2004, at the Crowley County Correctional Facility began with a disturbance which, in retrospect, was not responded to as quickly and effectively as possible, thus developing into a riot. Some dynamics among the inmate population, perception that inmate complaints were not being heard and use of force by CCCF staff likely all contributed to the onset of the incident. This report was an attempt to summarize the events and provide recommendations for improvement in order to mitigate such occurrences in the future.

Appendices



Appendices:

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*Crowley County Correctional Facility Riot Response
Expenses to be Reimbursed*

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Glossary

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Unit I: Inmates set fires to wooden cell doors.



Debris resulting from fires set to washing machines, vending machines, clothing and files.



Housing Unit Control Center: Inmates used weights to break windows and destroy locking mechanisms to access control centers and electronic panels.



Unit 1: Inmates damaged air handling units after accessing roof through escape hatch, above control center.



Unit 1: Fire damage



Unit 1: Fire Damage



Housing Unit 1: Roof and fire damage



Housing Unit: Day Hall flooding and debris



Unit 3: Debris at housing unit's entrance



Locking mechanism destroyed by weight bar



Housing Unit 4: Burned debris



Housing Unit: Inmates moved and destroyed institution property, files and clothing to outside entrance of cell house.



Defeated locking mechanism



Housing Unit: Damage to sheetrock and flooding



Housing Unit: Flooding of Day Hall area near entrance



Housing Unit Control Center: Inmates gained access and damaged sprinkler systems, control panel and windows overlooking unit.



Housing Unit: Shattered windows overlooking cells



Housing Unit Control Center: Electronic panel destroyed



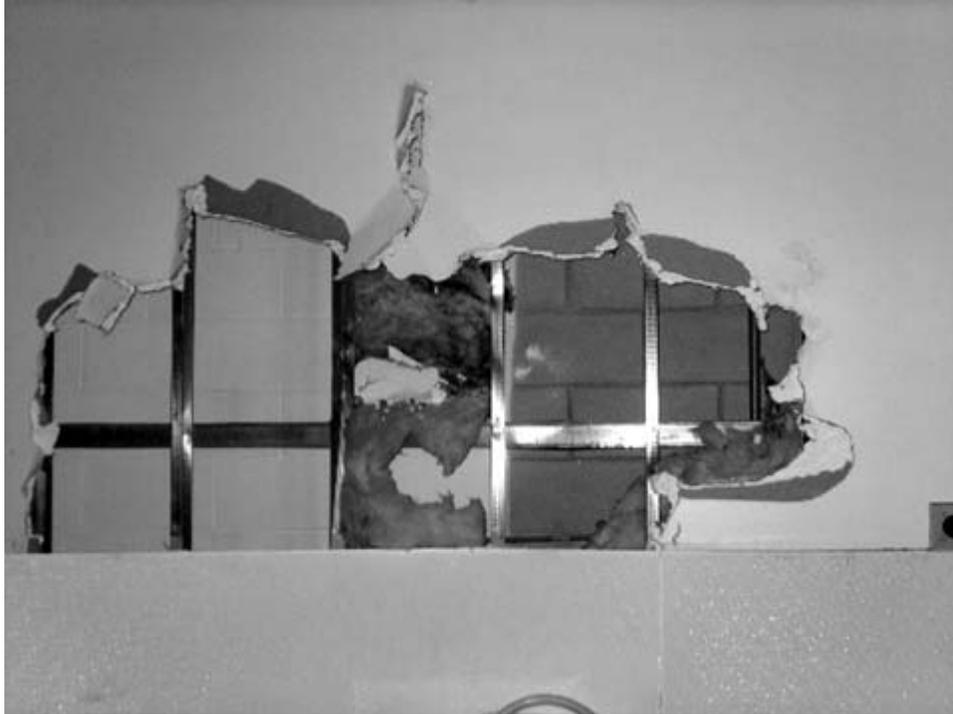
Housing Unit: Destruction of porcelain fixtures



Housing Unit Day Hall Area: Washer and dryer removed



Housing Unit: Case Managers' file cabinets and inmate records destroyed



Housing Unit: Inmates used weight bars and clothing irons to destroy sheetrock



Housing Unit Control Center: Windows broken by inmates throwing projectiles



Segregation Unit: Cell damage and flooding



Segregation Housing Unit: Door damage, day room and cell flooding



Segregation Unit: Cell door compromised, porcelain fixtures destroyed; flooding



Segregation Unit: Concrete block walls destroyed by weight bars



Segregation Unit: Pod damage



Segregation Unit: Flooding damage and steel door defeated



Segregation Unit: View from inside destroyed cell

CONTRACT ROUTING NUMBER
05CAA00056

INTERGOVERNMENTAL CONTRACT

THIS CONTRACT, made this 17th day of June, 2004 by and between the State of Colorado for the use and benefit of the Department of Corrections, hereinafter referred to as the State or DOC, and Crowley County, a political subdivision of the State of Colorado, hereinafter referred to as the Contractor.

RECITALS:

Authority exists in the law and funds for the current fiscal year have been budgeted, appropriated, and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment of this Contract.

The Contractor has the ability by subcontract to make beds available, to DOC in a detention facility, hereinafter referred to as the Crowley County Correctional Facility, or the Facility, and in which the Contractor may arrange to house and program both DOC offenders and out-of-state offenders; and

In order to fulfill its obligations under this Contract, Contractor intends to enter into a subcontract for the placement of DOC offenders in the Crowley County Correctional Facility; and

Colorado Revised Statutes (CRS) § 17-1-104.5 requires the DOC Executive Director to approve placement of out-of-state offenders in a non-State correctional facility, and further requires that no offenders be placed in a non-State correctional facility unless the facility can safely house such offenders; and

The Executive Director of the Colorado DOC is empowered by Colorado Revised Statutes (CRS) § 17-1-105 (1) (f) both to enter into a contract with the Contractor for the confinement and maintenance of offenders sentenced to imprisonment by the courts of the State and to reimburse the Contractor for expenses incurred in the confinement and maintenance of such offenders; and,

Colorado Revised Statutes (CRS) § 17-1-202 requires private prisons to provide a range of programs and services which are at least equal to those programs and services available in comparable state-run facilities, and further requires monitoring of said private prisons by the Executive Director with fees to be imposed which will reimburse the State for the cost of said monitoring.

This Contract consists of the first twenty five pages of this agreement and Exhibits A through M.

The State has obtained required approval, clearance and coordination from and with appropriate agencies;

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

I. DEFINITIONS.

1. Executive Director: The chief executive of the DOC.
2. DOC Offender(s): Offender(s) committed to the custody of the DOC and placed in the Facility pursuant to this Contract. The term DOC offender(s) shall in no event refer to state prisoners who are backlogged in county jails or otherwise not placed in the Facility pursuant to this Contract.
3. Crowley County Correctional Facility or Facility: The Correctional Facility located at 6564 State Highway 96, Olney Springs, Colorado 81062 which is presently owned and operated by Corrections Corporation of America, a privately owned corporation in the field of private prison ownership, operation and management.
4. Public Safety: Reasonable sense of well-being by the general public, without fear of injury or threat resulting from performance or failure to perform duties by the Facility, as determined by the DOC.
5. Warden: The Administrative Head who manages operations of the Facility.
6. Significant Incident: Significant Incidents include but may not be limited to those identified in Exhibit K, Reportable Incidents to DOC PPMU.
7. Contractor Authority: A Contractor official designated by the Contractor's Organizational documents as authorized to contractually obligate the Contractor.
8. Emergency: An unforeseen event that threatens the health, safety, or well-being of persons working or living in the Facility.
9. Critical Positions: Warden, assistant warden, program manager, security chief, and health services administrator.
10. Private Prisons Monitoring Unit (PPMU): A DOC subunit assigned to provide oversight of the Contract.

II. PARTIES' OBLIGATIONS

- I. Duties, Generally.
 - A. Pursuant to CRS § 17-1-104.5, the DOC Executive Director shall exercise regulatory oversight of the Facility. The DOC will review the file of each non-state offender proposed for placement in the Facility and will notify the Contractor within five (5) working days of the DOC's disposition of the request for placement. The Contractor may not place any non-state offender in the Facility without the prior review of the file and express approval of the proposed offender placement by the DOC. The file, which shall be provided to the DOC by the Contractor at least ten (10) working days prior to the proposed arrival of any non-state offender, at a minimum will consist of: complete name, corrections identification number, date of birth, criminal history, description of current conviction, institutional adjustment history including disciplinary, escape, violence, parole eligibility date, FBI number, aliases, Social Security number, security

threat group involvement, and medical and mental health history. The time period for submitting a file may be shortened with the express prior consent of the DOC. The DOC will employ the placement criteria defined in Exhibit B, as may be revised from time to time; said revision to be provided to the Contractor no less than seven days before its effective date. The DOC will advise the Contractor of the reason for its rejection of any offender for placement. The DOC Executive Director or his/her designee has final authority on the interpretation and application of the placement criteria and the acceptability of each proposed offender placement. Unless the DOC Executive Director otherwise agrees to another schedule for receiving accepted offenders into the Facility, the DOC will have the right to limit the number of new placements to no more than 50 per week. The Contractor shall be responsible to add and maintain records of out-of-state offenders in the DOC's DCIS system.

The DOC will provide the Contractor with copies of its Administrative Regulations, identified as pertinent and necessary to ensure adherence to CRS § 17-1-202 which requires programs and services provided by the private prisons to be at least equal to services at comparable state-run facilities. The DOC will forward any administrative regulation revision, supplement, and Executive Directive applicable to the Contractor no more than ten (10) working days after their effective date. Administrative Regulation revisions, supplements, and directives which have a fiscal impact upon the Contractor will become effective upon an amendment to the contract. These regulations and directives shall be utilized by the DOC in performing its oversight, monitoring, and audits of the Facility's operations and the Facility shall immediately integrate these regulations and directives into their operational memorandums, staff training, and practices. The Contractor specifically agrees that at all times it will maintain Facility staffing in full compliance with the Administrative Regulations and Contract Section II(9)(Q). The Contractor acknowledges that the oversight and direction by the DOC is a lawful and necessary condition to the operation of the Facility and the Contractor hereby agrees to such oversight and direction. The state shall review the Contractor's request for waivers and respond to the Contractor within 10 days of receipt of request. Waivers shall not be unreasonably denied; however, the DOC reserves the right to revoke said waiver if deemed necessary by the DOC. All waivers will be documented on a log sheet with an affixed signature of the Contract Monitor and the Managing Director, Facility Operations Division IV, which reflects the agreed upon waivers.

- B. The Contractor acknowledges that the DOC has the authority at all times to enter the Facility for the purposes of quelling disturbances, if the DOC executive director or his/her designee determines that such action is necessary to protect the public safety. This authority entails providing assistance to Facility staff up to and including assuming operational control of the Facility until the disturbance is completely controlled. At all times while engaged in such operations in the Facility, DOC staff will retain their character as State employees and will remain under the control and direction of the DOC executive director or his/her on-site designee. DOC staff shall at no time be under the control or direction of the Facility warden or staff. DOC staff, during such operation, will conduct themselves in accordance with DOC Administrative Regulations governing facility disturbances and use of force. Nothing herein may be construed to restrict the right of the DOC executive director to

immediately withdraw DOC offenders from the Facility if, in his/her sole discretion, such action is necessary to preserve the public safety or the health and safety of offenders or staff. The DOC will integrate into its emergency plans provisions for subduing Facility disturbances, and will incorporate such provisions into its regional Special Operations Response Team (SORT) training. A Facility disturbance is defined as a riot, organized group disturbance, inmate work stoppage, hostage situation, or any other major incident that disrupts or is likely to disrupt normal Facility operations. The Contractor agrees to cooperate fully with the DOC in planning and training related to subduing Facility disturbances. The Contractor will reimburse the DOC for associated costs through an itemized billing, for actual costs incurred in responding to and quelling the disturbance. It is the duty of the Contractor to notify the DOC immediately of the outbreak of all Facility disturbances. Nothing herein is to be construed to mean that the Contractor may not officially request assistance from the DOC executive director at any time for the purposes of controlling disturbances or otherwise protecting the public safety.

- C. The Contractor shall confine and supervise DOC Offenders that may be transferred to the Facility pursuant to this Contract. It is the understanding of the parties that providing available Facility space for the housing of DOC Offenders is at the Contractor's option and that the use of the Contractor's services and facilities is at the DOC's option. Nothing in this Contract shall be construed as requiring the Contractor to provide space or as requiring the DOC to present for confinement any DOC Offenders.
- D. The Contractor will exercise due diligence to ensure that the daily operation of the Facility is in compliance with the provisions of this Contract and with the most recent American Correctional Association (ACA) standards. The Contractor shall seek and maintain accreditation from the American Correctional Association (as scheduled) within the term of this Contract, unless otherwise permitted in writing by the Executive Director. The DOC will assist the Facility in obtaining and maintaining its ACA accreditation by participating in the Facility's annual internal audit of the ACA standards. The DOC will share its policies and procedures with the Contractor in an effort to ensure excellence in the operation of Colorado corrections facilities.
- E. Management authority of the Contractor shall be exercised through a Contractor employee in the position of Contract Monitor, who shall conduct and document weekly inspection tours of the Facility and also conduct periodic unannounced inspection tours. Subject to the provisions of this Contract, the Facility shall adopt and follow the DOC Administrative Regulations listed in Exhibit C and any subsequent Executive Directives to provide DOC Offenders care and treatment, including subsistence, routine and emergency medical care, provide for their physical needs, make available work, training and treatment programs, retain them in safe, supervised custody, maintain proper discipline and control, ensure sentences and orders of the committing court are faithfully executed, provide legal access, consistent with access provided to offenders housed in DOC facilities and otherwise comply with applicable law. To the extent possible, out of state inmates shall be subject to the same offender management systems as DOC Offenders. It is understood that, given the nature of work to be provided by the Contractor's Contract Monitor, said Monitor shall not be in a position

which may appear to have a conflict of interest in the performance of its oversight duties.

- F. Coordinating an affiliation with its neighboring DOC facility, for the purpose of emergency planning, practice, and assistance shall be the responsibility of the Contractor. At least annually, the affiliate facilities shall conduct an emergency drill which includes the mobilization of both facility's emergency response teams and local service agencies. The drill will be staged to emulate the occurrence of any type of circumstance which would reasonably result in a collaborative effort. The affiliated emergency response teams shall meet and practice drills together on a quarterly basis to develop a coordinated system for addressing a variety of potential emergencies following Administrative Regulation 300-41RD, "Emergency Response Teams."

2. Term

- A. This Contract shall be effective from the date of State Controller approval or July 1, 2004, whichever is later, through June 30, 2005. The state may require continued performance for a period of two years for any services at the rates and terms specified in the contract. The state may exercise the option by written notice to the contractor within (90) days prior to the end of the current contract term in a form substantially equivalent to Exhibit F.
- B. If the State exercises this option, the extended contract will be considered to include this option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years or at the latest terminate June 30, 2007.
- C. Option Letter: The State may unilaterally increase/decrease the maximum amount payable under this contract based upon unit prices established in the contract and the schedule of services required, as set by the State. The State may exercise the option by written notice to the Contractor within a reasonable time before the option begins in a form substantially equivalent to Exhibit F. Performance of the service shall continue at the same rate and under the same terms as established in the contract.
- D. Amendment: The per diem rates set forth in the contract shall not be changed except upon mutual written agreement of the parties in the form of an Amendment. The parties hereto understand that future per diem rate decreases may necessitate a reduction in program services. The parties agree to negotiate acceptable program changes prior to implementation.

3. Termination

This Contract may be terminated by either party, on sixty (60) days written notice, delivered to the other party in accordance with Contract Section II (12.) "Notices." Within 60 days (or less, if any event occurs involving the noncompliance with or violation of contract terms and which presents a serious threat to the safety, health, or security of the inmates, employees, or the public) after the delivery of said notice, the DOC may exercise its right under Colorado Revised Statutes § 17-1-205 to temporarily take physical custody of the facility, and/or the

DOC Offenders being housed at the Facility pursuant to this Contract. In the event DOC was to take physical custody of the Facility, the State would charge the Contractor a per diem rate, by way of set-off, or otherwise, equal to the per diem rate then in effect per paragraph II.10.C herein, which currently is Forty Nine Dollars and Fifty Six Cents (\$49.56) per bed day per DOC Offender. The requirement of written notice will not apply if the State, in its sole discretion, determines the cause for termination creates an immediate threat to public or offender safety, health or welfare.

4. DOC Contract Monitor. In order to effectively administer this Contract, the DOC shall designate a person, herein referred to as the DOC Contract Monitor, to act as liaison with the Contractor Contract Monitor and to monitor the Contractor's performance under this Contract. Until further notice is received, the DOC Contract Monitor shall be the individual named in Exhibit A, attached hereto and incorporated herein by this reference. Any change in the DOC Contract Monitor shall be effective upon ten (10) days advance written notice.

5. Contractor Contract Monitor/Contact Person.

The Contractor Contract Monitor or his/her designee shall act as the Contractor's contact person for purposes of the administration of this Contract. Until further notice is received, the Contractor Contract Monitor shall be the individual named in Exhibit A. Any change in the Contractor Contract Monitor shall be effective upon ten (10) days advance written notice.

6. Right of Inspection.

To evaluate performance under this Contract, the DOC shall have the right to inspect and/or audit the Facility at its discretion, with or without advance notice. The Contractor agrees to bear the cost of inspections required by the Colorado Department of Public Health and Environment.

7. Selection and Placement Process.

- A. The DOC Offenders to be housed in the Facility shall be selected by the DOC Office of Offender Services on the basis of the criteria set out in Exhibit B, attached hereto and incorporated herein by this reference.
- B. The DOC shall provide to the Facility's Warden, without charge, all information concerning each DOC Offender to be housed at the Facility. The information shall include, but not be limited to, all judgments and commitments the DOC Offender is currently serving, institutional summary, diagnostic report, medical/dental/psychiatric records, disciplinary actions, grievances filed by the offender(s) and such additional information as may be requested by the Facility's Warden. All DOC Offender information shall be subject to statutory limitations on disclosure.
- C. The original or a duly authenticated copy of the DOC Offender's commitment papers and any other official papers or documents authorizing detention, case file materials and medical/dental/psychiatric records shall be delivered at the same time a DOC Offender arrives at the transfer point for all instances of routine, scheduled transports, when DOC Offenders are being transferred to or from the Facility.

- D. DOC will transport offenders to the Contractor's Facility upon initial placement and will transport offenders from the Facility when reassigned. All other transports shall be at the Contractor's sole expense. All transportation, except for emergencies or non-routine transport, shall be scheduled through the DOC Office of Offender Services.

8. Case Management.

- A. The case management of DOC Offenders in the Facility shall be consistent with the case management of DOC Offenders in DOC facilities. The Contractor shall adhere to the DOC Administrative Regulations and the DOC Case Management Manual regarding case management designated in Exhibit C, "DOC Administrative Regulations Applicable to the Facility," attached hereto and incorporated herein by this reference. The parties acknowledge the Contractor possesses current copies of these Administrative Regulations. The DOC will provide all revisions of these Administrative Regulations within ten (10) working days of their adoption by the DOC.
- B. It is in the State's best interest that Facility staff be familiar with and utilize certain DOC procedures and policies regarding security and offender management practices. Therefore, the Contractor may request that State train Facility staff on topics to include, but not limited to, those listed in Exhibit H, "Training to be Offered to Facility." The Contractor will reimburse the State for reasonable costs incurred by the State in conducting specialized training at the Facility, including reimbursement for salaries, mileage, and per diem at rates currently designated by the State of Colorado Fiscal Rules. Said reimbursable costs shall not include those costs incurred by the staff of the Private Prisons Monitoring Unit. The expenses incurred by the DOC Training Academy for supplies and materials while providing instructor certification and specialized training to Facility staff at the DOC Training Academy shall be reimbursed by the Contractor directly to the DOC Training Academy upon request. All requests for training must be processed and coordinated through the Private Prisons Monitoring Unit by submitting a completed "Department of Corrections Private Prison Training Request," attached hereto as Exhibit G. Additionally, in consideration for the State's provision of such training and other on-site assistance, and to the extent authorized by law, the Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees related to the State's provision of such training or on-site assistance. The Contractor will train all personnel of the Facility as prescribed by the ACA to maintain accreditation, except as otherwise provided herein. The State reserves the right at any time to monitor the training at the Facility for the purposes of evaluating the extent and quality of the training. The Contractor expressly agrees, as a consequence of electing to perform its own training, that it will be solely responsible for any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any action or omission of its employees, agents, subcontractors or assignees in connection with such training.

9. Offender Management.

The management of DOC Offenders in the Facility shall be consistent with the management of DOC Offenders in DOC operated facilities and in accordance with American Correctional Association standards and the DOC Administrative Regulations listed in Exhibit C.

- A. Funds of an individual DOC Offender shall be provided to the Facility within seven (7) working days of the DOC Offender's transfer to the Facility. When a DOC Offender returns to DOC, the Facility shall provide funds, in the form of a check payable to the State of Colorado in the amount due the DOC Offender, for credit to the DOC Offender's account, within seven (7) working days of the DOC Offender's transfer. When the transfer of an Offender to the DOC is for the purpose of their subsequent discharge, or parole or community placement, funds shall accompany the Offender on the date of transfer.
- B. DOC Offenders will arrive at the transfer point with the allotted amount of clothing in good repair. The Contractor will launder, repair, and replace offender clothing during the DOC Offender's incarceration at the Facility. Said replacement shall adhere to the DOC's standards, which include the use of the federal tracking sole on each pair of shoes. DOC Offenders returned to the DOC from the Facility will return with the allotted amount of offender clothing in good repair. The Contractor shall be billed by DOC for reimbursable costs in the case of noncompliance with this subparagraph. To produce an historical record accessible by PCDCIS users, any issues of standard state clothing to offenders will be entered into the PCDCIS laundry program.
- C. DOC Offenders shall not be granted emergency escorted leave without express prior written authorization of the DOC Contract Monitor. The Facility shall be responsible for furnishing staff and transportation for DOC Offenders approved for emergency escorted leaves with expenses reimbursable by the Offender and/or the Offender's family in full accordance with DOC Administrative Regulation 300-17, "Escorted Leave." The Contractor shall exercise reasonable care for the safekeeping of a DOC Offender escorted from the facility.
- D. DOC Offenders shall not be transferred from the Facility without express prior written authorization from the DOC Office of Offender Services. In the event a DOC Offender's behavior becomes unmanageable at the Facility and a move becomes necessary, the Warden shall contact the DOC Contract Monitor or designee for approval to remove the DOC Offender to a more secure DOC facility. In such cases, the Contractor, at its expense, will provide transportation to the selected DOC facility.
- E. The Contractor shall maintain at the facility a minimum of five percent (5%) of Facility beds for DOC Offenders on removal from population status, punitive segregation status, or administrative segregation status. Said 5% of beds shall not be included in the count of general population beds contracted and available to the DOC.
- F. DOC Offenders shall be subject to the rules and regulations of the Facility. An infraction by a DOC Offender may result in disciplinary action under provision of the DOC COPD (DOC Administrative Regulation 150-01, "Code of Penal Discipline").

DOC Offender disciplinary actions at the Facility, at a minimum, must:

1. Be reasonable and proportionate in relation to the violation;
2. Be taken in an impartial and nondiscriminatory manner;
3. Not be arbitrary or retaliatory; and
4. Not be physically abusive.

The DOC has final review regarding any disciplinary action and will sign and date the final agency action documentation. Additionally, the Contractor shall forward to the DOC Contract Monitor a monthly report detailing the disciplinary actions taken on DOC Offenders. The content and form of the report will be mutually agreed upon by the Contractor Contract Monitor and the DOC Contract Monitor or designee.

- G. The Contractor shall immediately inform the DOC of all significant incidents involving Colorado and/or other State's Offenders assigned to the Facility. Significant Incidents include notification as outlined in Attachment K Incidents described in this section shall be reported to DOC executive staff as described in DOC Administrative Regulation 100-7, "Incident Reporting." The State shall provide a DOC Facility Investigator, through the DOC Private Prisons Monitoring Unit, with responsibility for investigating crimes at the Facility for referrals to the appropriate District Attorney for prosecution.
- H. The Contractor shall provide adequate facilities at the Facility for administrative needs of the staff of the Private Prisons Monitoring Unit, to enable confidential work in privacy such as hearings, audits, or inspections, including telephone hearings, to be conducted by authorities of the DOC, other State Agencies, other states, or the Federal Government. The Contractor shall provide assigned office space, telephone and computer access to the Facility Monitor. The Contractor shall provide separate private office space for the use of the Monitor to ensure Monitor's privacy. Where a DOC investigator is assigned to the Facility, private separate space will be provided by the Contractor within the Facility for the investigator's sole use. The Contractor will provide access to the DOC Contract Monitor or his designee the ability to monitor inmate phone calls for investigative purposes.
- I. Facility or other officials of the Contractor shall not be authorized to release publicity concerning DOC Offenders. They shall not release personal histories or photographs of DOC Offenders or information concerning their arrivals or departures, except as provided herein. However, information from public records such as sentence data or information concerning the escape of a DOC Offender may be given directly to the news media by the Contractor. The Contractor may photograph DOC Offenders as a means of identification for official use only. Photographs of a DOC Offender may be disseminated to appropriate law enforcement officials and the news media in the event of the Offender's escape from the Facility by such DOC Offender. For purposes of requests under the Colorado Open Records Act, CRS § 24-72-201 et seq., and the Colorado Criminal Justice Records Act, CRS § 24-72-301 et seq., the custodian of

records pertaining to DOC Offenders placed pursuant to this Contract shall be the Executive Director or such assistant as he may designate. Any requests for information regarding DOC Offenders or requests for interviews of DOC Offenders shall be referred to the DOC Office of Public Affairs. The Office of Public Affairs will timely respond to the request through the Private Prisons Monitoring Unit. The Contractor shall make arrangements for such interviews at its reasonable discretion. The Contractor will notify the DOC within 5 business days regarding copies of any records pertaining to this Contract which have been given to any third party, including a description of the records, the identity of the party given the record, and the date the record was sent to the third party. The obligations under this provision include, but are not limited to, documents provided in response to requests under Colorado's Criminal Justice Records Act CRS § 24-72-301. This provision does not apply to records communicated to the Contractor's attorneys or accountants for its own internal use.

- J. In the event of the escape of any Offender(s) from the Contractor's physical custody, the Contractor shall, in addition to efforts to apprehend such Offender, immediately notify the DOC Contract Monitor (pager 719-921-5213/719 562-5867 cell 719 250-0311) or Duty Officer (pager 719-444-4097 cell phone 719-494-3766) and make notification to the State Patrol Dispatch Office in Pueblo, which will air the escape from the Facility. The Contractor will subsequently implement their Facility Emergency Plan. For the purpose of providing intelligence to the DOC's Emergency Support Center, enabling emergency maneuvers by DOC staff in the Facility should the need arise, the Contractor will provide complete current Facility Emergency Plans which mirror the DOC's to the extent possible, and Facility blue print plans to the DOC Contract Monitor.
- K. In the event of the death of a DOC Offender, the Contractor shall immediately notify the Assigned Facility Investigator and DOC Contract Monitor via telephone or pager. The DOC Contract Monitor will, in turn, notify the Chief of Clinical Services. The following DOC Administrative Regulations govern in the event of a DOC Offender death:
1. DOC Administrative Regulation 850-10 "Notification of Next of Kin;"
 2. DOC Administrative Regulation 1150-3 "Offender Deaths Suspected or Confirmed;" and
 3. DOC Administrative Regulation 1150-7 "Crime Scene Management and Criminal Evidence Handling."
 4. All documents regarding investigations, autopsy results and incident reports shall become the property of DOC and will be forwarded to the DOC Contract Monitor.
- L. Inmate grievances shall be handled in accordance with DOC Administrative Regulation 850-4, "Grievance Procedure," to include data entry on PCDCIS. The Contractor specifically acknowledges it has received a current copy of this administrative regulation, and the DOC promises to provide any revisions of the

regulation within ten (10) working days of its adoption by the DOC.

- M. The cost of providing on-site or contract medical, mental health, substance abuse, or dental services shall be considered routine costs incidental to the operation of the Facility, as further defined in Exhibit D, attached hereto and incorporated herein by this reference; these costs are considered part of the costs reimbursed by the DOC Offender per diem rates. The Contractor shall be reimbursed by the DOC for the costs of other health care services only as further defined in Exhibit D; payment pursuant to this Contract for such extraordinary health care services (i.e., those not reimbursed as part of the per diem) shall be made as earned, in whole or part, from available State funds not to exceed the amount annually appropriated to and budgeted by the DOC for that purpose. It is further understood and agreed that this is the maximum amount of funds available for such extraordinary health care services in any State fiscal year. The liability of the State, at any time, for such payments shall be limited to the unexpended amount remaining of such funds and as per Special Provision No. 2. However, in recognition of both the Contractor's duty to provide for health care services to DOC Offenders, and of the State's legal custody and associated obligations with respect to DOC Offenders, in the event there are insufficient funds for such extraordinary health care services, the State shall take such actions as are necessary and prescribed to request sufficient appropriations to pay such costs.
- N. The Contractor shall make available to DOC Offenders the work, training and treatment programs listed in Exhibit E, attached hereto, and incorporated herein by this reference. The Contractor shall use DOC curriculum outlines attached hereto as Exhibit J for courses in Adult Basic Education, General Education Development, and English as a Second Language, to ensure consistent program delivery. The Facility staff shall utilize available DOC Information Systems technologies to update information which tracks offender medical care, mental health care, progress in educational, vocational-work programs, and other pertinent data required by DOC for offenders while they are housed in the Facility.
- O. If any DOC Offender's commitment is terminated for any reason, the DOC shall accept the physical custody of such DOC Offender. The Contractor will surrender any of the DOC Offenders to the proper officials of the DOC upon demand. The Contractor may with cause, request in writing for DOC to retake any offender. The Contractor will provide all pertinent information regarding the request. The DOC will review the request and provide the Contractor an answer based on processes outlined in Exhibit L, Offender Movement Procedures. Any such request will be considered on a case by case review with final approval or denial determined by the Contract Monitor as identified in Exhibit "A", and will be commensurate with the criteria outlined in Exhibit "B" Placement Criteria.
- P. The Contractor shall be responsible for transportation of DOC Offenders assigned to the Facility. Emergency medical transportation, as set forth in Exhibit D, is the only exception to this provision.
- Q. The Contractor shall maintain staffing levels at the Facility in sufficient numbers and rank to maintain the safety of the public, staff, and offenders, and to adequately carry

out the provisions of this Contract. The Contractor specifically agrees that at all times it will maintain Facility staffing in full compliance with the Administrative Regulations and per this Contract Section. The Contractor acknowledges that the oversight and direction by the DOC is a lawful and necessary condition to the operation of the Facility and the Contractor hereby agrees to such oversight and direction. The Contractor shall maintain staffing levels at the Facility in sufficient numbers and rank to maintain the safety of the public, staff, and offenders, and to adequately carry out the provisions of this Contract. The DOC reserves the right to review and provide comments, prior to selection, the appointment of personnel for critical positions to include: Facility Warden, Assistant Warden, Program Manager, Security Chief, and Health Services Administrator.

In addition to maintaining appropriate staffing levels, the Contractor shall notify the DOC when an employee of the Contractor or designated subcontractor is terminated from employment for cause. For cause is defined to be behavior by the employee that is in violation of any policy or practice of the Contractor or designated subcontractor including but not limited to the following: inappropriate use of force against an inmate, inappropriate relationships with inmates and/or their families, introduction of contraband, poor attendance, poor work performance, and any other behavior that could be deemed detrimental to the safety and security of the facility. The Contractor or designated subcontractor shall notify the DOC in writing within ten (10) calendar days of termination. Such notification shall be in writing to the Private Prisons Monitoring Unit located at the DOC headquarters, 2862 South Circle Drive, Colorado Springs, Colorado 80906.

- R. The Contractor shall develop, train, and maintain an Emergency Response Team to assist in controlling offender populations in the event of an emergency. Each ERT member shall be trained and certified in each of the designated areas outlined in DOC Administrative Regulation 300-41RD, "Emergency Response Teams."
- S. The DOC believes that the threat to public safety posed by Facility employees who are illegal users of controlled substances, is a compelling and legitimate factor in requiring the Contractor to establish a drug deterrence program. The DOC, therefore, will provide the Contractor a copy of its Administrative Regulation 1450-36, "Employee Drug Deterrence Program," and shall monitor the Facility to ensure it has established a program which is at least equal to the program in place within the DOC facilities. The Contractor explicitly agrees to initiate and maintain an aggressive employee drug deterrence program and will report its activity and results from said program to the DOC Contract Monitor on a monthly basis.
- T. The Contractor shall provide meals to offenders housed at the Facility which are at least equal in nutritional and esthetic value as those meals furnished to offenders which are housed within the DOC facilities by utilization of the DOC Approved 6 Week Master Menu. Specifications set forth in Exhibit I are provided as minimum standards for use by the Facility Food Service to plan and prepare diets for offenders and are incorporated herein by reference.
- U. The Contractor shall provide Canteen Services to offenders housed at the Facility

which are; equivalent in quality and comparable in cost to items furnished to offenders who are housed within the DOC facilities. The Contractor and DOC agree to review canteen products to determine if they are allowed in the DOC. The Contractor agrees not to sell canteen items which are not allowed in the DOC. During the term of this Contract, the Contractor agrees to work with its commissary provider and the DOC to develop a list of canteen items and a pricing structure that more closely resembles that of the DOC.

- V. Representatives from DOC and the Contractor will make a good faith effort to meet once a month to discuss facility and/or community progress. The Contractor will make an effort to require subcontractors to attend.

10. Cost and Reimbursement.

- A. The Contractor agrees to house up to Twelve Hundred (1293) DOC Offenders pursuant to this Contract at any time. The terms of this Contract apply only to DOC Offenders. Nothing in this Contract shall be construed to impose upon the DOC any financial or other obligations for any non-DOC Offender, i.e. any non-State or Federal inmate housed in the Facility. The cost of legal services and the risks of physical damage to the Facility incurred as a direct result of the placement of a DOC Offender in the Facility shall be considered usual costs incidental to the operation of the Facility and part of the costs reimbursed by the fixed per day per DOC Offender compensation of Contract Section II (10) (C).
- B. The DOC shall reimburse the Contractor for the day a DOC Offender is delivered, and every subsequent day that Offender is assigned to and remains the responsibility of the Contractor, but not including the day that the Offender is returned to DOC control (hereinafter referred to as "bed-day"). The DOC shall honor in the bed-day calculation, those nights that an Offender is retained at a medical center for treatment and the Facility has posted 24-hour security to that Offender.
- C. The State shall pay the Contractor Forty Nine Dollars and Fifty Six Cents (\$ 49.56) per bed-day per DOC Offender housed under this Contract. The total amount payable under this contract shall not exceed Twenty Three Million, Three Hundred and Eighty Nine Thousand, Five Hundred and Ninety Four and 00/100 Dollars (\$23, 389, 594.00) per fiscal year.
- D. The State shall be billed monthly by the Contractor for the total number of bed-days utilized at the Facility at the fixed DOC Offender bed-day rate stated above. Payment shall be made within thirty (30) days of receipt of the Contractor's invoice. The State shall be billed for extraordinary medical expenses as set forth in Exhibit D. The State shall instruct its contracted health maintenance organization to make payment to the Contractor within 30 days of receipt of said billing. The Contractor shall forward the invoice for the fixed bed-day costs to the DOC Contract Monitor or designee for review and payment authorization. The Contract Monitor or designee shall then forward the authorized invoice to DOC Accounts Payable, which will arrange authorized payment to the Contractor.

- E. Pursuant to CRS 17-1-202, the DOC shall bill the Contractor a monitoring fee of Forty-one Cents (\$0.41) per non-State Offender per day as defined in Contract Section II(10)(B) above, to recoup the State's expense of monitoring the Facility. This per offender per-day fee will be applied to those Facility beds actually occupied by non-state offenders, as indicated by the approved Contractor monthly statements. Monitoring fees will be billed quarterly, following receipt by the DOC of the Contractor occupancy statement for the final month of each quarter. Fees will be payable within ten (10) business days of billings, unless otherwise agreed to in writing by the DOC Executive Director or his/her designee.
- F. The Contractor shall maintain a complete file of all records, communications, and other written materials which pertain to the operation of offender programs or the delivery of services to offenders under this Contract, and shall maintain such records for a period of three (3) years after the termination of this Contract, or for such further period as may be necessary to resolve any matters which may be pending. Further, the Contractor shall permit the DOC to audit and/or inspect its records during the term of this Contract and for a period of three (3) years following the termination of the Contract to assure compliance with Contract terms or to verify actual costs.
- G. The DOC may set off as a debt due to the State, against all amounts due to Contractor under this section 10 as follows:
1. Monitoring Fees not paid when due under paragraph II.10.E. herein;
 2. Payments related to medical care as set out in Exhibit D herein;
 3. Contractor's failure to timely pay for training costs as required in paragraph II.8.B. herein;
 4. Any services performed by, (such as special transport, etc.) or requested by the Contractor or Contractor's agents; and
 5. Costs arising from the use of the DOC SORT team as in paragraph II.(1).(B) herein.

11. Responsibility for Legal Proceedings.

Each party shall be responsible for defending itself and its officers and employees in any civil action brought by any DOC Offender in the physical custody of the Facility. Nothing in this Section shall be construed as a waiver or impairment of the DOC's rights to indemnification for any such defense, in accordance with the Special Provisions, Section 3, below.

12. Notices.

Any notice provided for in this Contract shall be in writing and served by personal delivery, DOC Information Systems terminal, or United States Mail, return receipt requested, at the addresses listed in Exhibit A, until such time as written notice of change of address is received from either party. Any notice so mailed, served, or personally delivered shall be deemed

delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this Contract.

13. Assignment and Subcontracting.

- A. No right, interest, or obligation of the Contractor under this Contract shall be assigned, delegated or subcontracted, except as expressly provided herein or subsequently agreed to in writing by the State. The State acknowledges that the Contractor itself, or through a Contractor Authority, may in the Contractor's sole discretion, elect to operate and manage the Facility through the use of subcontract(s). Any and all subcontracts shall expressly incorporate the terms and conditions of this Contract and make them binding upon such subcontractor(s). Should the Contractor elect to subcontract an entire program area such as medical, mental health, or food services, the DOC hereby retains the right to review, prior to selection, a proposed program services subcontractor. All such subcontracts and, all of the subcontractor's contracts shall have the capacity of conforming to the Contractor's obligations to meet the specifications under this contract. No subcontract shall relieve the Contractor of any obligation whatsoever under this Contract; the Contractor shall at all times be responsible for all performance under this Contract. Operation of the Facility shall at all times be in accordance with CRS § 17-26-102 (Keeper of Jail Expenses). In the event the Contractor subcontracts any portion of this Contract, the Contractor shall prepare and provide to the State a contingency plan for performance of its obligations under this Contract in the event of breach, default, or termination of such subcontract(s). In the event of a subcontract, the Contractor shall provide the State, a copy of said subcontract and copies of liability insurance certificates in accordance with Contract Section II (1.5).
- B. The Contractor will assign a contract liaison identified in exhibit A, and such staff as are necessary to properly monitor and oversee the performance of any subcontractor(s). The Contractor further agrees to provide training for any subcontractor's officers, employees, and agents, except for training that the State expressly agrees to provide pursuant to this Contract.

14. Time of the Essence.

Time is of the essence in the performance of all the parties' obligations and duties under this Contract.

15. Liability Insurance.

The Contractor, as a public entity within the meaning of the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq., as amended (the Act), shall at all times during the term of this Contract maintain such liability insurance, by commercial or self-insurance, as is necessary to meet its liabilities under the Act. The Contractor, as well as any prime subcontractor who owns or operates the Facility (hereafter "Subcontractor"), shall utilize insurance companies which have earned a Best's Rating of "A" or better, and a financial size of "Class VIII" or better, in the latest edition of Best's Insurance Reports. Upon the request of the State, the Contractor shall show proof of such insurance by way of an ACORD form or similar document generated

by the Contractor's insurance company. Said request is herein made. In addition:

- A. In the event the Contractor subcontracts for services under this contract, the Contractor shall be responsible to ensure that their Subcontractor(s) obtain(s) and maintain(s) at all times during the term of this Contract, insurance in the following kinds and amounts, documentation of which shall be received by the DOC with the Contractor's executed copies of this Contract:
1. Standard Worker's Compensation and Employers' Liability as required by state statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.
 2. General and/or Personal Injury coverage including bodily injury, civil rights violations, personal injury, and property damage with the following minimum coverage's:
 - A. Occurrence basis policy-combined single limit of Five Million and 00/ Hundred Dollars (\$5,000,000).
 - B. Annual Aggregate limit policy not less than Ten Million and 00/ Hundred Dollars (\$10,000,000) plus agreement that the Subcontractor will purchase additional insurance to replenish the limit to Ten Million and 00/ Hundred Dollars (\$10,000,000), if claims reduce the annual aggregate below Five Million and 00/ Hundred Dollars (\$5,000,000).
 3. Automobile Bodily Injury and Property Damage insurance for business use with a combined single limit of not less than Five Million and 00/ Hundred Dollars (\$5,000,000). The insurance certificate shall provide evidence that owned and un-owned vehicles, if any, are covered.
 4. Professional Liability insurance policy or policies, issued by a company authorized to do business in Colorado in the minimum amount of Five Million and 00/ Hundred Dollars (\$5,000,000), combined single limit for bodily injury and property damage arising out of any single occurrence. Any aggregate limit will not be less than Ten Million and 00/ Hundred Dollars (\$10,000,000).
 5. Excess Umbrella coverage, written on an occurrence basis in the minimum amount of Twenty Million and 00/ Hundred Dollars (\$20,000,000) and Twenty Million and 00/ Hundred Dollars (\$20,000,000) aggregate.
 6. Subcontractor shall provide such other insurance as may be required by law, or with Civil Rights Claims Insurance per CRS § 17-1-202.
- B. The State of Colorado shall be named as an additional insured on all liability policies held by the Contractor as well as its prime Subcontractor and an endorsement shall be provided reflecting same. The Department of Corrections shall be named certificate holder on all policies, and a provision shall be contained therein preventing cancellation without 60 calendar days prior written notice to the State by certified mail.

16. Systems Maintenance

The Contractor will undertake all necessary and reasonable measures to assure that all "fatal" and "critical" Facility software, firmware, computers, communication, medical, and security equipment, building systems, and services to be utilized in performance under this Contract are in good working order and are compatible with DOC systems.

Fatal means: a function that is essential to Facility operations, which cannot be worked around, and the failure of which could result in death, injury, severe financial loss, or legal liability to the Contractor. Examples include defibrillators, preferably Automated External Defibrillator (AED), imaging equipment, sterilizers, and pagers for medical staff.

Critical means: a function crucial to Facility operations, which can be worked around, but only with difficulty and only for short periods. Examples include elevators, programmable thermostats, security systems for badge readers, communications equipment, and surveillance systems.

Fault-free performance means:

- Proper calculation and handling of leap years; and
- except for normal user interfaces (e.g. four digit date entry) identified in the product documentation, such date data processing shall be transparent to the user.

If this provision is breached, the State may elect to (1) terminate the Contract, or (2) require the Contractor to make or cause to be made all code revisions or repairs/replacements of software, firmware, supplies, equipment, and services, as well as revisions to associated documentation, without cost to the State in order to ensure that the software, firmware, supplies, equipment, and services are diligently maintained. The DOC will notify the Contractor of any relevant defects it detects no later than 90 days after discovery. This provision shall survive acceptance of any service under the Contract, and is not subject to any disclaimer or limitation of warranty or other limitation of the Contractor's liability which may be specified in this Contract, or any exhibits, appendices, or any other document attached or incorporated in the Contract by reference. The remedies specified herein shall not be exclusive remedies and shall not limit any other remedy at law or equity available to the State.

17. Health Insurance Portability & Accountability Act of 1996 ("HIPAA"). Federal law and regulations governing the privacy of certain health information requires a "Business Associate Contract" between the State and the Contractor. 45 C.F.R. Section 164.504(e). Attached and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum (Exhibit M) for HIPAA compliance. Terms of the Addendum shall be considered binding upon execution of this contract and shall remain in effect during the term of the contract including any extensions.

III. GENERAL PROVISIONS

1. Integration.

This Contract is intended as the complete integration of understanding between the parties regarding the housing and programming of DOC offenders and corresponding compensation to the Contractor. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to State Fiscal Rules.

2. Federal Funds.

- A. If this Contract involves the expenditure of federal funds, this Contract is contingent upon continued availability of federal funds for payment pursuant to the terms of this Contract. The Contractor also agrees to fulfill the requirements of the U.S. Office of Management and Budget Circulars A-87 and A-102 or A-110, whichever is applicable. Should the contract contain federal funds, the Contractor agrees to obtain and implement the requirements stated in these documents.
- B. If the Contractor receives Twenty Five Thousand and 00/100 Hundred Dollars (\$25,000.00) or more per year in Federal funds in aggregate from the State, the Contractor agrees to have an annual audit by an independent certified public accountant, which meets the requirements of the U.S. Office of Management and Budget Circular A-110: Attachment F, whichever is applicable. The Contractor agrees to furnish one copy of the audit report to the State Accounting Office within thirty days of its issuance. The Contractor agrees to take appropriate corrective action within six months of the report's issuance in instances of noncompliance with federal laws and regulations. The Contractor agrees to permit the State or its agents to have access to its records and financial statements for a period of three years after the date of issuance of the audit report. This requirement is in addition to any other audit requirements contained in this Contract.
- C. If applicable, the Contractor agrees not to use Federal funds to satisfy Federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.
- D. Payment pursuant to this Contract, if in Federal funds, whether in whole or part, is subject to and contingent upon the continuing availability of the Federal funds for the purposes hereof. In the event that said funds, or any part thereof, become unavailable as determined by the State, the State may immediately terminate this Contract.

3. Billings and Payment.

- A. To be considered for payment, billings for reimbursement pursuant to this Contract must be received within 60 days after the period for which reimbursement is being requested and final billings on the Contract must be received by the State within 60 days after the end of the Contract term.
- B. Unless otherwise provided and where appropriate, the State shall establish billing procedures and reimburse the Contractor for actual bed-days utilized by DOC

Offenders as defined in Contract Section II(10)(B) pursuant to this Contract, based on submission of monthly bed usage statements, on forms prescribed by the State.

- C. Payments pursuant to this Contract shall be made as earned, in whole or part, from available State funds encumbered for the purchase of the described services. The liability of the State, at any time, for such payments shall be limited to the unspent amount remaining of such encumbered funds.
- D. Incorrect payments to the Contractor due to omission, error, or fraud shall be recovered from the Contractor by deduction from subsequent payments under this Contract, or other contracts between the State and the Contractor, or billed to the Contractor by the State as a debt due to the State. Should the State incur cost in enforcement of this provision, the State shall be entitled to reimbursement for reasonable attorneys' fees, court costs, and witness fees from the Contractor.

4. Local Match.

If applicable, Local Match is to be submitted on the monthly reimbursement statements, in the column provided, as required by the funding source.

5. Legal Authority.

The Contractor assures and guarantees that it possesses the legal authority to enter into this Contract. The person or persons executing this Contract on behalf of the Contractor does hereby warrant and guarantee that they have full authorization to execute this Contract.

6. Confidentiality of Records.

Unless otherwise provided, and when appropriate:

- A. In the event the Contractor shall obtain access to any records or files of the State in connection with this Contract, or in connection with the performance of its obligation under this Contract, the Contractor shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the State.
- B. The Contractor shall specifically keep confidential all records and files of DOC Offenders and criminal justice offenders; the Contractor shall obtain prior written approval from the State before releasing or disclosing the contents of any such records or files. The Contractor further acknowledges that this requirement is in addition to, and not in lieu of, any other laws respecting confidentiality of DOC Offender and criminal justice files and records.
- C. The Contractor agrees to notify and advise in writing, all employees, agents, consultants, licensees, or subcontractor(s) of the said requirements of confidentiality and of possible penalties and fines imposed by violation thereof, and secure from each an acknowledgment of such advisement and agreement to be bound by the terms of

this Contract as an employee, agent, consultant, licensee, or subcontractor(s) of the Contractor, as the case may be.

- D. Any breach of confidentiality by the Contractor or third party agents of the Contractor shall constitute good cause for the State to cancel this Contract, without liability, and any and all information delivered to the Contractor shall be returned to the State.
- E. Any State waiver of an alleged breach of confidentiality by the Contractor or third party agents of the Contractor is not to imply a waiver of any subsequent breach.

7. Audits/Inspections and Reporting.

- A. The Contractor agrees to cooperate fully with the DOC in its Facility audits and inspections by granting the DOC access to all areas of the Facility premises, and by providing sufficient staff as are necessary to gain access to such areas. The DOC shall notify the Contractor of each deficiency or item of noncompliance discovered during its audits and inspections within ten (10) working days following the inspection. The Contractor will provide the DOC a corrective plan within ten (10) working days of receipt thereafter; the parties may agree to a longer response period, not to exceed thirty (30) working days. The corrective plan will entail specific actions and timetables to rectify the deficiency, methods, and equipment to carry out such actions, and the names and titles of Facility staff responsible for implementing the plan. The DOC will review the plan, provide necessary comments, and communicate rejection or approval within five (5) working days of receipt of corrective plan. Any DOC rejection of a corrective plan must have explicitly explained the reason for rejection, approval of a plan will not be unreasonably withheld. Under no circumstances may the DOC allocate State funds, personnel, or other resources to assist the Contractor in drafting, implementing, or completing a corrective plan. Failure of the Contractor to successfully implement its corrective plan within the allotted period will constitute cause for the exercise of any or all of the remedies provided in Contract Section III (1) Remedies below.
- B. Unless otherwise provided, the Contractor shall submit, on a quarterly basis, a written program report specifying progress made for each activity identified in the Contractor's duties and obligations regarding the performance of the Contract. Such written analysis shall be in accordance with the procedures developed and prescribed by the State. The preparation of reports in a timely manner shall be the responsibility of the Contractor, and failure to comply may result in delay of payment of funds and termination of the Contract. Required reports shall be submitted to the State not later than the 15th of the month following the end of each calendar quarter, or at such time as otherwise specified in writing by the State.

8. Records.

Unless otherwise provided;

- A. The Contractor shall maintain a complete paper and electronic file of all records, documents, communications, and other materials which pertain to the status of inmates

housed in the facility, their property, and the operation of programs or the delivery of services under this Contract. Such materials shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies, services and other costs of whatever nature for which a Contract payment was made. These records shall be maintained according to generally accepted accounting principals and shall be easily separable from other Contractor records.

- B. All such records, documents, communications and other materials shall be the property of the State and shall be maintained by the Contractor, in a central location and custodian, on behalf of the State, for a period of three (3) years from the date of final payment of this Contract, or for such further period as may be necessary to resolve any matters which may be pending, or until an audit has been completed with the following qualification: If an audit by or on behalf of the Federal government has begun but is not completed at the end of the three (3) year period, the materials shall be retained until the resolution of the audit findings.
- C. The Contractor agrees to provide copies of personnel rosters to DOC and agrees to inform PPMU upon any termination of personnel in accordance with CRS § 17-1-202 and CRS §17-1-204.

9. Access to Records.

Notwithstanding any provision contained herein, the DOC's access to Contractor's records shall not extend to proprietary corporate information or information covered by attorney/client privilege.

10. Performance Monitoring.

Unless otherwise provided, the Contractor shall permit the State and the U.S. Department of Labor and any other duly authorized agent or governmental agency, to monitor all activities conducted by the Contractor pursuant to the terms of this Contract. As the monitoring agency may, in its sole discretion deem necessary or appropriate, such monitoring may consist of internal procedures evaluation, examination of program data, special analysis, on-site checking, formal audit examinations, or any other reasonable procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with Contract work.

11. Remedies.

In addition to other specified remedial actions contained within this contract and those remedies contained in Statute and Common Law, the DOC may also exercise the following remedial actions should it find that the Contractor substantially failed to satisfy or perform the duties and obligations in this Contract. Substantial failure to satisfy the duties and obligations shall be defined to mean insufficient, incorrect, improper activities, failure fill critical positions as previously defined, within sixty days of vacancy, or inaction by the Contractor. These remedial actions are as follows:

- A. Withhold payment to the Contractor for those services or obligations which have not been performed or if performed would be of no value to the State, until such services

or corrections in performance are satisfactorily completed. The DOC shall not assess damages pursuant to this subsection A unless the DOC has first provided the Contractor with a notice of the deficiency and a reasonable opportunity to cure of no fewer than 20 days;

- B. Request the removal from work of the Contract employee(s) of the Contractor whom the Executive Director or designee justifies as being negligent, incompetent, careless, insubordinate, unsuitable or otherwise unacceptable, or whose continued employment on the Contract the Executive Director deems to be contrary to the public interest or not in the best interest of the State;
- C. Deny payment due to the Contractor's failure to fill critical positions. The assessed liquidated damages in the instance of failure to fill critical positions shall be based upon the designated salary of the position, plus overhead which will be calculated at 30% of salary. The State shall not assess liquidated damages for failure to fill critical positions unless the position has been vacant for sixty or more consecutive days. In the event of a sixty day vacancy, the State may elect to assess liquidated damages retroactively to the last date the position was filled. However, the State shall have full discretion to waive the assessment of damages for any period of time and shall consider the good faith effort of the Contractor, and any external factors beyond the Contractor's control in determining whether assessment shall be made. For purposes of this provision, a position shall be considered filled so long as the Facility is utilizing a qualified individual for the performance of those position's duties, including the temporary appointment of qualified existing staff to the vacant position. Said staff shall not be simultaneously responsible for completing the duties of the vacant critical position and another position; and
- D. If the public safety is threatened, terminate the Contract immediately without the required notice and without compensation for termination costs.

The above remedies are cumulative and the State, in its sole discretion, may exercise any or all of them individually or simultaneously.

12. Severability.

To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

13. No Third Party Benefit.

This Contract shall benefit and burden the parties hereto in accordance with its terms and conditions and is not intended, and shall not be deemed or construed, to confer any rights, powers, benefits, or privileges on any person or entity other than the parties to this Contract. This Contract is not intended to create any rights, liberty interests, or entitlements in favor of

any DOC Offender. The Contract is intended only to set forth the contractual rights and responsibilities of the Contract parties. DOC Offenders shall have only those entitlements created by Federal or State constitutions, statutes, regulations or case law.

14. Exclusive Venue.

The mandatory Venue for any legal action arising from this Contract shall be in the City and County of Denver.

15. Survival of Certain Contract Terms.

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and any exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such a failure to perform or comply by the Contractor.

16. Force Majeure

Neither the contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force Majeure". As used in this contract "force Majeure" means acts of God; acts of the public enemy; acts of any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

SPECIAL PROVISIONS

(For Use Only with Inter-Governmental Contracts)

1. CONTROLLED BY APPROVAL, CRS 24-30-201 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2. FUND AVAILABILITY, CRS 24-30-201 (5)

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. INDEMNIFICATION

To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the State against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now or hereafter amended.

4. INDEPENDENT CONTRACTOR, 4 CCR 801.2

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

5. NON-DISCRIMINATION

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

6. CHOICE OF LAW

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations, shall be considered null and void.

Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be void or unenforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established.

7. SOFTWARE PIRACY PROHIBITION, Governor's Executive Order D 002 00

No State or other public funds payable under this Contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

8. EMPLOYEE FINANCIAL INTEREST, CRS 24-18-201 & CRS 24-56-501

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

Effective Date: April 1, 2004

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR

STATE OF COLORADO

GOVERNOR

Crowley County
Legal Name of Contracting Entity

By [Signature]
Executive Director

84-6000757
Social Security Number or FEIN

Department of Corrections

[Signature]
Signature of Authorized Officer

LEGAL REVIEW
[Signature]
ATTORNEY GENERAL

TE ALLUMBAK, BHAKHAN
BOARDS of COUNTY COMMISSIONERS
Print Name & Title of Authorized Officer

By [Signature]

CORPORATIONS:
(A corporate attestation is required.)

Attest (Seal) By [Signature], County Clerk
(Corporate Secretary/Equivalent or Town/City/County Clerk) (Place corporate seal here if available)

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:

LESLIE M. SHENEFELT

By [Signature]
Date 7/1/04

Exhibit A
Contract Monitors

Until further notice is received, the DOC Contract Monitor shall be:

Michael Arellano
Chief, Private Prisons Monitoring Unit
Colorado Department of Corrections
2802 South Circle Drive
Colorado Springs, Colorado 80906

Work Phone: (719) 536-4030
Cellular: (719) 530-0313
Pager: (719) 530-5134
Email: Michael.Arellano@cdps.state.co.us

Until further notice is received, the Contractor's Contract Monitor shall be:

Bill Wajcar
Crowley County Contract Monitor
409 Summer Drive
Canon City, Colorado 81212

Home Phone: (719) 536-4656

Exhibit B
Placement Criteria

Except as provided in Contract Section III(D)(E) regarding beds reserved for removal from population, punitive segregation, and administrative segregation, the DOC offenders, if any, to be housed in the Facility shall be selected from a pool of DOC Offenders categorized by the DOC into the following categories:

1. DOC Offenders classified as Medium, Minimum Restricted, or Minimum custody
2. DOC Offenders who do not present a high potential for escape or violence
3. DOC Offenders who meet the requirements set forth in Exhibit D
4. Male Offenders

Exhibit C

DOC Administrative Regulations Applicable to the Facility

Administration

- 100-1 Administrative Regulation Process
- 100-7 Incident Reporting
- 100-19 Staff and Offender Communication
- 100-21 Cooperation with Legislative and Executive Branches of Government
- 100-29 Violence in the Workplace
- 100-33 Standards and Accreditation Program

Boards

- 150-1 Code of Penal Discipline
- 150-4 Hearing Officers

Business Services

- 200-02 Offender Debt Collection (Inmate Banking)
- 200-11 Canteen
- 200-15 Restitution and Child Support Withholding

Community Corrections

- 250-01 Intensive Supervision Program
- 250-03 Community Corrections Referral Process
- 250-21 Investigations: Community ISP and Domestic Pre-Parole (old 1250-24)
- 250-31RD** Use of Offenders as Confidential Informants (new reg.)

Security

- 300-1 Offender Visiting Program
- 300-2RD** Hostage Policy
- 300-3 Duty Officer
- 300-4 Offender Counts
- 300-5RD** Inspections and Maintenance of Security Devices
- 300-6 Searches and Contraband Control
- 300-7RD** Forced Cell Entry
- 300-8 Key Lock Control
- 300-9 Tool Control
- 300-13 Post Orders
- 300-15 Fire Safety
- 300-16RD** Use of Force Options
- 300-17 Escorted Leave

300-20	Offender Drug Screening
300-23	Offender Work Program
300-24	Sex Offender DNA Testing
300-25RD	Escape Plan
300-26	Offender Reading Material
300-27	Facility Access and Control
300-30RD	Emergency Plan
300-35	Range Practices and Management
300-36RD	Armory Management and Practice
300-37RD	Vehicle Transportation of Offenders
300-38	Offender Mail
300-41RD	Emergency Response Teams
300-42RD	Control Center Operations
300-43	Authorization to Provide Food Items for Offenders
300-45RD	Central Transportation of Offenders
300-48RD	Firearms Training, Authorization, and Use
300-49 RD	Crisis Negotiation Team
300-50 RD	Security Monitoring Exercises
300-51 RD	Emergency Vehicles, Identifications and Guidelines

Industries

450-5	Victim Compensation Program
450-7	Inmate Wage Deduction Agreement
450-8	Private Prison Labor Program

Academic Education

500-1	Offender Education System
500-2	Library Services

Offender Case Management

550-1	Case Management System
550-3	Offender Transfers to External Agencies
550-4	Identification of Violent Offenders
550-5	Transfer of Foreign National Offenders to Treaty Nations
550-6	Sex Offender Registration
550-7	Assisting Offenders Applying for Disability Benefits
550-8	Pre-parole Planning, Parole Board Presentation/Parole Release
550-9	Open Parole Board Hearings

550-10) Assisting Offenders Applying for Replacement Social Security Cards and State Photo Identification

Offender Classification

600-1 Offender Classification
600-2 Administrative Segregation
600-3 Involuntary Transfer of an Offender from a Correctional Facility to a Mental Health Institution
600-5 Restriction of Offenders' Privileges in Correctional Facilities
600-6 Placement and Release from CDOC Mental Health Units

Offender Health Services

700-2 Medical Scope of Services
700-3 Mental Health Scope of Service
700-4 Dental Scope of Services
700-5 Optometry Scope of Service
700-07 Offender Health Examinations and Health Education
700-08 Blood Borne Pathogen Exposure Reduction
700-15 Pharmacy Services
700-19 Sex Offender Treatment and Monitoring Program
700-20 Alcohol and Drug Services Program
700-21 Private Health Care Providers
700-22RD Offender Clinical Transportation and Supervision
700-23 Administering Involuntary Medication
700-26 Continuity of Care Standards for Mental Health Treatment
700-27 Medical Decisions and Advance Directives
700-00 Suicide Prevention

Offender Legal Services

750-1 Legal Access
750-3 Offender Access to Counsel

Offender Pastoral Care

800-1 Religious Programs, Services, Clergy and Faith Group Representatives and Practices
800-6 Offender Proxy Marriages

*In addition to the above referenced Administrative Regulations, the Contractor shall be responsible for implementing the DOC's Handbook of Religious Beliefs and Practices

Offender Personnel

850-1 Offender Authority over Other Offenders

850-3	Inmate Pay
850-4	Grievance Procedure
850-5	Offender Bedding and Clothing Issue and Dress Code
850-6	Offender Property
850-7	Offender Orientation in foreign and Alternative Languages
850-10	Notification of Next of Kin
850-11	Hygiene and Grooming
850-12	Telephone Regulations for Offenders
850-14	Indigent Offenders
850-15	Offender Non-Discrimination

Offender Program Services

900-1	Community Resources
900-7	Community Reintegration

Offender Records

950-2	Health Records/Confidentiality Access
950-3	Transfer of Records on Sex Offenders
950-4	Offender Case Management File Format
950-5	Access, Review, Dissemination and Fees
950-7	Sentence Computation
950-11	Sealing of Offender Records
950-12	Inactive Record Maintenance

Offender Recreation

1000-1	Recreation
1000-2	Hobby Work

Offender Vocational Education

1050-1	Training Opportunities in Vocational Education
1000-3	Accredited Personnel
1050-5	Advisory Committees

Inspections and Audits

1100-4	Food Service Inspections
1100-5	Sanitation Inspections and Water Supply Testing
1100-6	Inspector General Internal Inspections and Audits

Investigations

1150-2 RD	Security Threat Group Identification and Management
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1150-3 Offender Deaths - Suspected or Confirmed
1150-6RD Intelligence Information
1150-7 Crime Scene Management and Criminal Evidence Handling
1150-9RD Monitoring and Recording of Offender Telephone Calls

Public Affairs

1350-02 Victim Notification Program

Staff Personnel

1450-36 Employee Drug Deterrence Program

Support Operations

1550-4 Alternative Meal Service in Segregation

1550-6 Religious Diets

1550-10 Food Handlers' Certificate and Hygiene Practices

1550-13 Laundry Operations

Exhibit D Health Care Services

The Colorado Department of Corrections (DOC) is required to provide inmates with a community standard of Health Care. Contractor will be required to provide and pay for all Primary Care, Dental Care, and Mental Health Care. The DOC will pay for Specialty care, (including on-site clinics), Out-patient Surgery and Inpatient care, that is determined as medically necessary, authorized by DOC's current Utilization Management Program and Third Party Administrator, and provided in compliance with DOC's current Utilization Management/Third Party Administration Program, except as noted below. The following document describes the expectations regarding the extent and quality of care to be provided inmates under the Contractor's supervision. The specific standards of care applicable to all DOC offenders are included in the Clinical Standards and Procedures for Health Care Providers Manual for each clinical area.

Definitions:

Acute Care - Care related to the treatment of a rapid onset or severe episode of illness, the treatment of injuries related to an accident or other trauma, or during recovery from surgery.

Chronic Care - A pattern of care that focuses on long-term care of inmates with long standing, persistent diseases or conditions. It includes care specific to the problem as well as other measures to encourage self-care, to promote health, and to prevent loss of function.

Emergency Care - The immediate care (medical or surgical) necessary to treat the sudden or unexpected onset of a life or limb threatening condition or symptoms. This includes any condition for which evaluation, treatment or therapy as determined by a healthcare provider are immediately necessary to prevent death, severe or permanent disability, uncontrolled bleeding, or maintain an airway and respiration. To qualify as a medical emergency, the care must be initiated within 12 hours of onset of symptoms. Heart attacks, strokes, poisoning, loss of consciousness or respiration, and convulsions are examples of medical emergencies.

In-patient Care - Health care received by a patient admitted to an institution licensed and operated pursuant to law which is primarily engaged in providing health services on an in-patient basis for the care and treatment of injured or sick individuals through medical, diagnostic, and surgical facilities. All in-patient care (except emergency care) must be approved prior to the admission by contacting DOC's Utilization Management Program by FAX at 1-719-226-4565 and Third Party Administrator at 1-888-580-3226 (choose option 1), Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m.

Major Mental Illness - An offender will be identified as having a major mental illness if he/she meets the diagnostic criteria for any of the following:

- Bipolar Mood Disorders
- Major Depressive Disorder
- Depressive Disorder, Not Otherwise Specified
- Paranoid Disorders
- Schizophrenia
- Schizoaffective Disorder

Psychotic Disorder, Not Otherwise Classified
Induced Psychotic Disorder
Dysthymia
Brief Reactive Psychosis
Multiple Personality Disorder
Cluster "A" Personality Disorders (Schizoid, Schizotypal, and Paranoid)
Post Traumatic Stress Disorder (PTSD)

Medically Necessary - Means a covered service that will, or reasonably be expected to prevent the onset or worsening of an illness, condition, or disability; to establish a diagnosis; to provide palliative, curative or restorative treatment for physical and/or mental health conditions; and/or to assist the individual to achieve or maintain maximum functional capacity in performing daily activities, taking into account both the functional capacity of the individual and those functional capacities that are appropriate for individuals of the same age.

Out-patient Care - Health Care provided in a physician's office, out-patient clinic or department, emergency room, or hospital if the inmate was not admitted (out-patient surgery).

Paraprofessional Mental Health Clinician - Mental Health staff that have not completed professional training at the Masters Degree level or above.

Primary Care - Health care provided by a licensed medical professional (as a general practitioner, family practitioner, internist, or other Provider) responsible for the offender's care in the Facility, and by whom the patient may be referred to a specialist for further treatment, also called Primary Health Care.

Provider - Shall mean any Physician, Dentist, Optometrist, Anesthesiologist, Physician Extender, Nurse, hospital, X-ray, laboratory and ambulance service, or other person who is licensed or otherwise authorized in this state to furnish health care or medical related services.

Professional Mental Health Clinician - A staff member who is either licensed as a Psychiatrist, Psychologist, Clinical Social Worker, Professional Counselor, or Registered Nurse with a State Certification as a Psychiatric Nurse Specialist, or eligible for licensure as per the Colorado Mental Health Licensure Statute, CRS 12-43-101 to 12-43-710.

Psychiatric Care - Reasonable access to psychiatric services is defined as on-site once per month, providing a minimum of one full clinic day (8 hours). Additional time may be required dependent upon the number of seriously mentally ill offenders in the Facility, and the number of offenders on psychotropic medications. The psychiatrist is tasked with reviewing and approving all charts of offenders on psychotropic medications. This will require face to face contact as needed for medication adjustments.

Routine Care - a) All care, including acute and chronic care, which is not classified as emergency care, or; b) the treatment of non-life threatening conditions within ten (10) days. (The definition of "routine care" will follow managed care standards in use with DOC's current Utilization Management/Third Party Administration Program.) Should there be cost implications, this will generate a consultation between the DOC's Chief Medical Officer and the Contractor.

Specialty Care - Health care (excluding psychiatric services) provided by a medical professional (e.g. orthopedist, neurologist, etc.) who has specialized or advanced training in a particular field of medicine to care for a particular class of patient or diseases, maintains a particular technical expertise (e.g., Surgery), and maintains certification by a specialty examining board to so limit his or her practice, also called Specialty or Specialist Health Care

Conditions:

Clinical Services Provider Ethical Qualifications

The Contractor shall monitor and ensure the maintenance by individual Providers of behavior and professional licensure which is beyond reproach. Cause for immediate termination which may be initiated by the DOC includes behaviors which a) violate any provision of this agreement, b) results in a Felony conviction, c) results in loss, suspension, or revocation of license to practice in the State of Colorado, d) falsifies application materials, e) threatens the safety and security of, or undermines the confidence of inmates, staff, and public, or f) which materially affects the provider's ability to carry out its duties and obligations under this agreement.

The following disclosures are required to be made by the Contractor to the DOC in writing within five (5) calendar days following the occurrence of any of the following events: a) Provider's license to practice in the State of Colorado is suspended, revoked, terminated or subject to terms of probation or other restriction or limitation, b) Provider's privileges at any hospital are denied, suspended, restricted, revoked, voluntarily relinquished in lieu of disciplinary action or voluntarily relinquished, c) Provider learns or reasonably should know, that he/she has become a defendant in any malpractice action or is required to pay damages in any action by way of judgment or settlement, d) provider is convicted of a felony, e) Provider becomes incapacitated, or f) any other matter that arises which might materially affect the Provider's ability to carry out his/her duties and obligations under this agreement.

Medical Care

General:

The Contractor will provide all routine Primary Medical Care (including psychiatric services and optometry) at no cost to the DOC. Primary care includes health care provided by a licensed medical professional (general practitioner, family practitioner, psychiatrist, or other facility Provider, including physician extenders) responsible for the offenders' care in the facility, and by whom the patient may be referred to a specialist for further treatment. This includes all costs associated with said care including Pharmacy, Radiology (diagnostic or treatment), Laboratory, consumable supplies, and all other ancillary and associated health provider costs. All non-routine diagnostics, procedures and/or tests ordered as part of a diagnostic workup, that will be performed off-grounds will be paid by DOC as part of out-patient services. The Contractor will provide court-ordered "DNA draws" and bears the responsibility of having an outside Provider perform the DNA draws and/or any transportation of the offender for this purpose. Care provided shall be in accordance with what is determined as medically necessary, authorized by, and provided in compliance with, DOC's current Utilization Management Third Party Administration Program. All referenced documents shall be provided to the Contractor by the DOC Clinical Services and provide updates as necessary.

Standards

The Contractor must adhere to DOC Administrative Regulations (AR's) regarding medical care issues. Care provided shall be in accordance with the DOC Schedule of Covered Services, DOC Standards and Procedures for Health Care Providers, Milliman Ambulatory Care Standards, managed care standards in use with DOC's current Utilization Management/Third Party Administration Program and DOC Standards and Procedures for Nursing, where applicable. DOC will provide the above references to the Contractor. Should the Contractor feel their internal policies, procedures, protocols, etc., reflect a higher standard of care, the Contractor is free to request, through the normal request process, a waiver to use such standards.

Colorado Revised Statute 17-1-202 (1)(f) states: "The contractor shall be responsible for a range of dental, medical, and psychological services, diet, education, and work programs at least equal to those services and programs provided by the department of corrections at comparable state correctional facilities." Contractor shall provide formulary services comparable to, and compatible with, those in place in the DOC. Contractor shall not provide treatments disapproved by the DOC, such as chronic sedative hypnotics. Contractor shall use its own formulary in accordance with the provisions of this paragraph.

If, at the time of transfer to the Facility, an inmate is on a specific medication regimen, Contractor shall continue to provide to the inmate the same medications regardless of its inclusion or exclusion in the Contractor's formulary. If, after reviewing the inmate's medical history and physically examining the inmate, the physician determines a change in medication is appropriate, such change will be reported to the DOC Chief Medical Officer on a monthly basis in tabular form, outlining patient's name, identification number, diagnosis, original drug, and current drug. Contractor shall utilize a non-formulary request process that provides disposition within 12 hours of requests received during business hours. A Contractor's physician shall be available by phone to respond to emergency requests and requests made during non-business hours. Upon receipt and approval of such request, the nurse shall contact the local pharmacy to fill the prescription.

DOC will provide the Contractor with a population demographically equivalent to that of the DOC, including Dental classifications D-4 and below, Medical classifications M-4 and below and Mental Health classifications P-3 and below. The DOC will exclude from the Contractor's population offenders who are known to have HIV infection, are VDRI positive with positive FIA without treatment, active TB, oncology under treatment, end stage renal disease, unstable angina, unstable congestive heart failure, chronic hepatitis C requiring pharmacological treatment, and offenders with an MI within the past six months. Upon identification of an inmate with one of the above conditions that exclude placement with the Contractor, the Contractor shall notify DOC for the purpose of transfer to DOC.

DOC will pay for all medically necessary Specialty care (including on-site) and Inpatient health care, except for transportation and security costs (see Transportation and Security), provided that the care is prior-authorized by DOC's current process described below, including the Utilization Management/Third Party Administration Program, and the care is provided by a participating Provider through DOC's managed care network. The Contractor shall be financially responsible where the Contractor failed to request and obtain prior-authorization, and/or where the Contractor failed to provide notification of an emergency admission within one working day of the emergency admission, and/or the care was not provided by a participating Provider through DOC's managed care network (unless so authorized).

Authorization for care will be provided based upon the DOC's medical program benefits, medical necessity, and appropriateness of care requested in each case.

DOC will be responsible for Emergency encounter/admission care costs associated with a hospital admission and will include ambulance or flight-for-life costs where utilized. Fiscal responsibility for Emergency Care, including ambulance or flight-for-life costs not resulting in a hospital admission, i.e., an emergency encounter, will be mutually determined by the DOC's and Contractor's Chief Medical Officers on a case-by-case basis. Decision criteria will include, but not be limited to, discharge diagnosis, type and amount of care rendered, and initial presenting symptoms/complaint. The DOC shall retroactively bill the Contractor for emergency care billed to DOC by the Third Party Administrator where fiscal responsibility is later determined to belong to the Contractor.

DOC shall be responsible for Out-patient surgery provided that the Out-patient surgery is prior-authorized by DOC's current Utilization Management Third Party Administration Program and a participating Provider provides the outpatient surgery through DOC's managed care network. The Contractor shall be financially responsible for all Out-patient surgical care where the Contractor failed to request and obtain prior authorization, or the Contractor failed to obtain such services through DOC's managed care network. The Contractor is financially responsible for any non-emergency care provided that is not prior authorized or care that is not provided by the DOC managed care network (unless so authorized).

The Contractor must use the network and network providers for all Specialty care, Outpatient surgery, and non-emergent inpatient care. Prior-Authorization for Specialty care, Outpatient Surgery, and Inpatient admissions shall first be obtained by faxing the appropriate forms and paperwork to DOC's Chief Medical Officer for review and approval at 1-719-226-4565. Prior authorizations that are approved by DOC's CMO will then be forwarded to the Third Party Administrator for final authorization, issuance of an authorization number and notification of the requesting Facility's Provider. Denials, and reason, shall be returned to the Facility Provider. Emergencies shall be reported to both DOC Utilization Management and the Third Party Administrator within one working day. DOC shall be contacted at the same fax number, 1-719-226-4565, and the Third Party Administrator at 1-888-380-5726, option 1. Prior authorization numbers shall accompany the patient and be provided to the Provider of care for inclusion in their billing in a timely manner.

The Contractor will be financially responsible for providing a thirty (30) day supply of all necessary prescription medications to offenders when discharged, paroling, or placement into Community Corrections. Controlled drugs or medications will not be given to offenders unless a physician signs an order requesting the controlled drug(s) be sent with the offender.

The Contractor must have an Automated External Defibrillator (AED) on-site and have Facility staff trained in its use. A "crash cart" will be maintained with standard emergency medications determined by the Contractor, as well as appropriate emergency supplies. The Contractor and DOC Clinical Services shall insure a coordinated approach to health care. This includes attendance of monthly Clinical Services meetings by appropriate Contractor health care Providers.

Should the Contractor disagree with the decision by the Utilization Management Third Party Administrator for Specialty, Inpatient, or Emergency care, the requesting Provider may request a reconsideration of denial. The reconsideration request must be submitted in writing with any additional information within 60 days from the receipt of the denial letter to the DOC Utilization Management Program, by FAX at 1-719-226-4537, or by mail to Clinical Services, 2862 South Circle Drive, Colorado Springs, CO 80906, Attention: Clinical Utilization Management. Once the request for reconsideration is received and the additional substantiating information considered, a new decision will be rendered and notification sent to the requesting Provider. If no additional information is supplied, consultation with a physician of similar specialty will be obtained. If the denial is overturned, the care shall be authorized. If the denial is upheld, the determination will be communicated to the Contractor within thirty (30) days. A decision to deny after the initial review may be further appealed by the Provider by requesting a level II appeal. If the denial is overturned, the care shall be authorized. If the denial is upheld, care will be denied. The requesting Provider may request further a level III appeal. The decision made at this level is final.

Should the Contractor disagree with the decision by the DOC Medical Case Manager for Dental or Mental Health, the case in question will be forwarded, in writing, with sufficient documentation for review to the DOC Chief of Dental Services or Chief of Mental Health. The decision to approve or deny the appeal is final at this level.

Medical Staffing

Staffing of the medical clinic area shall be sufficient to meet the terms of this contract. The Contractor shall have a Physician (MD/DO) who assumes responsibility for medical care at the facility. The Contractor shall provide DOC with written instructions regarding how health care is delivered/supervised in the Facility in the absence of a Facility Physician. Written instructions will also be provided describing the Contractor's medical telephone "on call" system.

The Physician shall provide clinical oversight and supervision before a specialty referral is submitted, except in the case of an emergency. The physician will review every chart entry made by a Physician's Assistant as determined by sections 12-36-104(1)(a) and 12-36-106(5), C.R.S., and Rule 400, Section 2 II.B, of the Medical Board Rules. The Physician will document the performance of such review by signing the chart in a legible manner. The Physician will conduct Chronic Care Clinics following DOC guideline, "Clinical Standard and Procedure for Health Care Providers", and Administrative Regulation 700-07, "Preliminary and Periodic Health Examinations," (AR 700-07) for frequency of visits. Any patient taking prescription medications long term shall be seen by the Physician at least once annually.

Mental Health

Major Mental Illnesses

The Contractor shall provide onsite professional quality Mental Health assessments and treatment of inmates with moderate mental health needs, in accordance with the DOC Mental Health Procedure Manual. This shall include offenders who need psychiatric care, including moderate mental illness, with psychiatric diagnoses (defined by Psychiatric needs level codes P3 and below), that are stable and require mental health referral and monitoring; the developmentally disabled, including offenders with significant deficits in intellectual functioning, and any level of need on the Sexual Violence, Assaultive, Drug Abuse, and Alcohol Abuse codes.

Mental Health Services

The Contractor shall provide mental health care services in accordance with DOC Administrative Regulation 700-3, Scope of Mental Health Services, Clinical Standards and Procedures for Mental Health 700-3.500, 3.250, and the Mental Health Procedure Manual.

This includes complete intake screening assessments on all offenders who enter the Facility with existing diagnostic codes of 3 or above for Psychiatric (P), Developmental Disabilities (DD), Sexual Violence (S). Screening assessments shall be completed on Offenders as specified in Clinical Standards and Procedures 700-3-907, Monitoring Offenders with Serious Mental Illness in DOC Facilities. Screening assessments shall include review and/or may include revision of psychiatric diagnoses (DSM III-R and DSM-IV), and Mental Health Needs Level codes, and identification of program needs per the Mental Health Procedure Manual. The Facility mental health staff will make continuity of care needs recommendations on behalf of the offender as required by the Contractor, DOC, Community Corrections, and Parole Board, as well as to determine whether an offender can be maintained at the Facility.

Professional quality Mental Health treatment shall be provided to include identification of and management of acute problems, to include crisis intervention including management of Psychiatric de-compensation and suicidal crises on a 24 hour 7 day on call basis. On-call clinicians must respond by telephone within 15 minutes. The clinician must respond to the Facility within one hour to manage mental health crises as deemed necessary.

The Contractor shall provide Group and individual psychotherapeutic treatment services based on offender's needs. Services may be provided by a licensed physician or authorized mid-level provider; however, offenders with serious mental illnesses will be scheduled for an evaluation by a psychiatrist as soon as possible after their arrival at the Facility and/or whenever a significant change in functioning is noted. Offenders with other psychiatric disorders will be scheduled for an evaluation by a psychiatrist if they are prescribed psychotropic medication or if they are in need of evaluation for psychotropic medication or for their psychiatric condition. Core Curriculum shall be offered to all offenders coded as 3 or above on the P, S, and AS codes. DOC shall provide the Contractor with copies of Administrative Regulations (AR's), Operational Memoranda, and manuals that pertain to the provision of Mental Health Services.

Mental Health Documentation

Referral documentation and treatment orders for admission to DOC Infirmaries and/or referrals to other special placements shall be completed by a licensed clinician or a license-eligible clinician who works under the supervision of a licensed clinician. The Contractor's Mental Health staff shall ensure coordination with DOC, all admissions to DOC infirmaries, the completion of required documentation, and management/treatment orders.

The Contractor's staff shall ensure the completion of the Mental Health Transition Form (DOC Form 250-3F1) for all offenders coded as 3 or above on the P, S, D, A, and DD codes when they are referred to community corrections, parole, or discharge, and shall comply with all DOC requirements for DCIS data entry per the DOC Mental Health Procedures Manual and established medical protocols.

Mental Health Staffing

Mental health staffing shall be in accordance with DOC Administrative Regulation 700-3, Scope of Mental Health Services, and Operational Memorandum 700-3.250. The minimum qualification for supervisory professional mental health providers is a masters degree or higher, and licensure in a mental health field (CRS 12-43-101 to 711). Licensure must be in a field which allows for provision of mental health services to adults. Unlicensed bachelor-degreed mental health clinicians shall be supervised by a licensed clinician and receive a minimum of two hours per month of direct, face to face clinical supervision.

Substance Abuse Treatment Programs shall be licensed by the Colorado Department of Human Services Alcohol & Drug Abuse Division (ADAD). Substance abuse counselors shall be trained to conduct standardized offender assessments and treatment programs through level 4, as defined in CRS 16-11-5 and DOC Administrative Regulation AR 700-20. Minimum staffing of Substance Abuse Treatment Services shall be equal to a ratio of one full-time staff counselor per 250 inmates at the Minimum and Minimum Restricted custody level, and one full-time staff counselor per 500 inmates at the Medium custody level. Substance abuse treatment will be facilitated through Contractor's inmate programs department per ACA guidelines. Mental Health Treatment Services shall provide services equal to DOC.

Coordination with DOC Mental Health Services

DOC has established a system for assessment and management of mental health needs within the department. The system is founded on the Mental Health Needs Level Codes, which identify treatment needs in targeted areas. This system allows consistent programming across facilities and utilizes a core intervention model, the Core Curriculum. Mental health staff in Facility shall be knowledgeable of, and support, DOC health systems procedures, to provide services consistent with the DOC system, and shall participate in ongoing DOC mental health planning and training. In the case of an identified need for admission or referral of an offender for mental health reasons, the Contractor shall contact the Mental Health Liaison for the Private Prisons Monitoring Unit and notify the PPMU Duty officer under normal notifications under A.R. 109-7 as well as the Chief of Mental Health at 719-269-4096 for disposition. Except for those conditions that meet the criteria for Emergency Care, the Contractor will be financially responsible for all admissions or Emergency visits related to Mental Health Care for failure to contact Medical Management and DOC Medical Case Manager. Transfers and admissions to DOC infirmaries and the San Carlos Correctional Facility will be accomplished in accordance with the agreement specified in Clinical Standards Procedure 700-3.650 and DOC Administrative Regulation 600-6, "Placement and Release from C/DOC Mental Health Units". The DOC will provide the Contractor with a population demographically equivalent to that of the DOC, including offenders classified as P3C and below. The Facility and DOC Mental Health shall insure a coordinated approach to Mental Health care. This includes attendance of monthly Mental Health meetings by appropriate Facility mental health providers. An elevation in P-code to a level 4 must be reviewed by the Mental Health Liaison for the Private Prisons Monitoring Unit or the Chief of Mental Health.

Rehabilitative Services

The Contractor shall provide onsite all reasonable mental health rehabilitation services comparable to those provided in DOC facilities, excluding sex offender treatment. Minimally these services should include substance abuse services, to include education and self help, and basic cognitive behavioral group programs (i.e. Core Curriculum and Anger Management).

Dental Care

Routine Dental Care and Oral Surgery (including care by an oral surgeon) Care shall be provided by the Contractor in accordance with DOC Administrative Regulation 700-4, "Scope of Dental Services," and the DOC Schedule of Covered Services. Routine Dental Care shall include, but not be limited to, any and all restorations the offender may need and request, oral prophylaxis and scaling and root planning in accordance with DOC Dental Service policy, endodontic treatment in accordance with DOC Dental Service policy, and any and all extractions required and requested, as well as full or removable partial dentures in accordance with DOC Dental Service policy. The cost of fabrication, relining, rebase, and repair of any and all dental prosthetics will be borne by the Contractor.

Offenders with fractured jaws will be housed in a DOC infirmary until fixation and arch wires are removed. Treatment for facial fractures is considered emergency medical care. If the Contractor is unable to provide adequate housing to convalescing offenders, the Contractor shall call the DOC Contract Monitor or Duty Officer for disposition instructions.

Transportation and Security

Costs for transportation (including ambulance services), and security for off-site non-emergency health care are the responsibility of the Contractor. In the event of the hospitalization (inpatient care) of a DOC offender assigned to the Contractor's Facility, the Contractor will be responsible for the transportation and supervision of the offender. DOC will make available, at the Contractor's expense, contracted security services, to supplement any security needs while an offender is an inpatient. The Contractor shall reimburse the DOC for all costs associated with contracted security services provided in conjunction with this paragraph.

Quality of Care

The Contractor shall maintain an internal quality oversight and credentialing program. Program guidelines shall include the use of quality management activities for completion of credentialing activities and evaluating adverse quality events (designated by the Department) that occur in the course of medical, dental, and mental health treatment and activities rendered by the Contractor's Providers. The program shall be capable of identifying opportunities to improve care and shall work cooperatively with the Quality Management Program within the Division of Clinical Services, DOC, to improve all aspects of health care and services administered by the Contractor.

The Contractor shall submit quarterly quality management activity reports to the Division of Clinical Services, Quality Management Committee, to include recommendations to and corrective actions taken for problem resolution. The fourth quarter shall include fourth quarter activities and summarize the year, any trends identified, and actions taken to resolve quality management concerns. These reports are for quality assurance purposes and are confidential and non-discoverable per Colorado State Statute.

It is statutory obligation of the DOC to assure the quality of medical care provided to DOC inmates while housed in the Contractor's Facility. The DOC may review any care issue it has reason to believe may have involved substandard care or had a less than optimal outcome. The following is a list of quality management indicators. It is the responsibility of the Contractor to provide DOC Clinical Services, within 24 hours, material to review the provision of quality health care for any DOC inmates who have any of the following conditions:

1) Deaths.

2) Any Sentinel conditions:

- a) Acute MI
- b) Bowel obstruction.
- c) CVA or TIA
- d) Diabetic hypoglycemia resulting in unconsciousness.
- e) Diabetic ketoacidosis
- f) Gangrene
- g) GI catastrophes
- h) Colon cancer
- i) Electrolyte complications.
- j) Breast cancer with surgical procedure.
- k) Ruptured appendix
- l) Adverse drug reactions requiring hospitalization, specialty consultation or use of counter-acting drugs such as corticosteroids or antihistamines
- m) Septicemia and pulmonary embolus, unexpected outcome or adverse clinical results (e.g., additional services due to complications of initial treatment)
- n) Admissions resulting from medication errors, treatment misadventure or patient non-compliance.

3) Hospital readmission within thirty (30) days

DOC Clinical Services will also require the Contractor to submit morbidity and mortality quality assurance reports on these same conditions. In addition, the Contractor will provide to the DOC, in a timely manner, requested internal reviews or any other documentation as directed by the DOC's Chief Medical Officer. Written materials must be present at the Facility that define the protocols for patient care to be followed by physicians, nurse practitioners, physician assistants, registered nurses, and licensed practical nurses.

At the onset of this contract and on a schedule determined by the Department of Corrections, the Contractor shall submit a copy of its written quality oversight program description for approval.

Monitoring

The Contractor shall permit the Department of Corrections, the State, and any other duly authorized agent or governmental agency, to monitor all Medical, Mental Health, and Dental activities conducted by the Contractor. This includes the requirement for the Contractor to submit an operating plan, including proposed staffing, to the Department of Corrections that describes how the Contractor will meet the requirements of this schedule. At the sole discretion of the Department of Corrections, monitoring may consist of scheduled and unscheduled visits, inspections, audits/review of program data, review of procedures, and sentinel events. The Contractor will provide to the Department of Corrections all necessary data and records, personnel, and space to complete monitoring activities. The Department of Corrections will make every effort to conduct these reviews so that it will not unduly interfere with the Contractor's activities. The Contractor shall also be responsible to report all events that are adverse, have adverse outcomes, or involve risk, and those items classified as sentinel events by the Facility clinical staff, shall be reported to the Department of Corrections, or the State, for review by the Department of Corrections.

Health Records and Documentation

Medical, Mental (Health and Dental) documentation may be done on the Contractor's forms, although DOC prefers the use of DOC forms for Mental Health.

Offender health records, to include medical/dental and mental health records shall be maintained in accordance with DOC policies and regulations. Documentation of health care shall be in the S.O.A.P. format. The Contractor shall establish such mechanisms and procedures to ensure the safe transfer of health records to the receiving facility. Transfer of the health records of an offender to a DOC facility shall be done concurrently with the transfer of the offender. Records shall be transferred in such a manner as to ensure patient confidentiality and receipt by the receiving facility. Contractor shall adhere to DOC patient confidentiality requirements and policies. All original medical data, forms, notes, and other records are the property of DOC and must be filed in the appropriate section of the chart and transferred with the inmate at the time of their facility-to-facility move. The Contractor's Facility may retain copies of the records for their archives prior to transfer if they so desire.

It is of extreme importance for the safety and well-being of DOC inmates that the Contractor's staff complete DCIS-PCDCIS entries of all encounter data and conditions including diagnosis, housing/assignment restrictions, work activity restrictions, medical code changes and, specialty clinic appointments. Medical codes must be entered on the day of contact, prior to the end of the shift. The Facility Warden shall ensure compliance with all DOC requirements for DCIS data entry.

Pharmacy

The Contractor will maintain necessary levels of medications designated as "stock medications" by the DOC pharmacy. Any and all individual patient medications will be transported concurrently with movement of the inmate to other facilities/locations. Stock medications will not be transported from facility to facility.

Offender Medical Co-Pay

The Contractor shall adhere to the Co-Pay schedule for DOC offenders assigned to the Facility as listed in the Schedule of Covered Services.

Co-payments are intended to encourage offender participation in the responsible use of health care resources. Health care staff will make no determination of offenders' ability to pay the co-pay, nor will care be denied based on inability to pay. Co-payments collected shall be kept by the Contractor.

Changes to this Schedule

The Department of Corrections reserves the right to change all Utilization Management/Third Party Administration Program requirements and Reporting requirements of this schedule, as more efficient methods of Utilization Management and reporting are employed. Changes regarding Utilization Management/Third Party Administration Program and reporting will become effective 30 days from the date of receipt of change.

Exhibit E **Offender Programs**

The Subcontractor shall provide the following work, training and treatment programs to DOC Offenders:

Education and Vocational Training:

- Adult Basic Education (ABE) *
- General Education Development (GED) *
- English as a Second Language (ESL) *
- One to one tutorial programs
- Life Skills Training
- Community Reintegration
- Vocational Training Programs (varies by facility)

* The Facility instructor shall use the curriculum outlines on Exhibit J for these courses.

Substance Abuse Programming:

- Counseling (Group and Individual)
- Support Groups (such as Alcoholics Anonymous, etc.)
- Education
- Urinalysis (a minimum of five percent [5%] of DOC Offenders per month)

Work Programs:

DOC Offenders will be assigned to Facility jobs depending on their skills, knowledge, and preferences. The types of paid jobs will include

Food Service	Commissary
Janitorial	Library
Facility Grounds Maintenance	Clothing Repair
Clerical	Facility Property
Laundry	Tutors
Warehouse	Recreation

and other jobs as agreed upon by the Subcontractor and DOC.

Exhibit F
Option Letter

Exhibit _____

Date _____ State Fiscal Year _____ Option Letter No _____

SUBJECT: [Option to Renew]
[Amount of goods/Level of service change]

In accordance with Paragraph(s) _____ of contract routing number _____ [your Agency code here], between the State of Colorado Department of Corrections and **[Add Contractor's name here]** covering the period of [July 1, 20____ through June 30, 20____] the state hereby exercises the option for [an additional one year's performance period at the (cost) (price) specified in Paragraph _____] and/or [increase/decrease the amount of goods/services at the same rates] as specified in Paragraph Schedule/Exhibit _____ .

The amount of funds available and encumbered in this contract is [increased/decreased] by [\$ _____ amount of change] to a new total funds available of [\$ _____] to satisfy services/goods ordered under the contract for the current fiscal year [FY 0____] The first sentence in Paragraph _____ is hereby modified accordingly. The total contract value to include all previous amendments, option letters, etc. is [\$ _____].

APPROVALS:

State of Colorado:
Bill Owens, Governor

By: _____ Date _____
Executive Director, Colorado Department of Corrections

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30.202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

State Controller
Arthur L. Barnhart

By: _____

Date: _____

Exhibit G

**DEPARTMENT OF CORRECTIONS
PRIVATE PRISON TRAINING REQUEST**

FACILITY/CORPORATION:	WARDEN'S APPROVAL:	STAFF SOCIAL SECURITY NUMBER(S):
STAFF NAME(S):	STAFF DATE(S) OF BIRTH:	
By submitting this training request, the Contractor and/or its subcontractor expressly waives all claims against the Colorado Department of Corrections and the Corrections Training Academy for all losses and liability arising from training as well as any alleged deficiency in training, received at or through the Corrections Training Academy.		
Training Course Requested:		Course Hours:
Date(s) & Time of Training:		Location of Training:
Comments:		
		HOST <input type="checkbox"/> YES <input type="checkbox"/> NO

CHIEF OF THE PRIVATE PRISON MONITORING UNIT		
TO BE COMPLETED PRIOR TO REQUESTING APPROVAL FROM THE DIRECTOR OF SUPPORT SERVICES		
THE PROJECTED COSTS OF THIS TRAINING ARE:		
COURSE \$ _____	LODGING \$ _____	PER DIEM \$ _____
SALARIES \$ _____	STATE CAR NEEDED <input type="checkbox"/> YES <input type="checkbox"/> NO	TOTAL COST \$ _____
COMMENTS:		
SIGNATURE _____	DATE _____	
DIRECTOR OF TRAINING		
THIS TRAINING REQUEST IS <input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED		
COMMENTS:		
SIGNATURE _____	DATE _____	

Exhibit H
Training to be offered to Facilities

<u>By</u>	<u>Code</u>	<u>Description</u>	<u>Prerequisites</u>
PPMU	F37M08	ITMM System	
PPMU	CCPD08	Adv. COPD & Due Process	
PPMU/CTU	UATR08	Armed Transport Training Refresher	
PPMU	D8CM08	Basic Case Management	
PPMU	E8CM08	Basic Case Management	
PPMU SORT	UCAP02	Chemical Agent Protective Apparatus	
PPMU	ECPD04	Code of Penal Discipline - In Service	
PPMU	CCPD04	Code of Penal Discipline	
PPMU	CCTH01	Contraband & Evidence Handling	
PPMU	KCRU24	Crisis Intervention	
PPMU	DCDB16	Critical Incident Debriefing	
PPMU	DCRP03	DCIS Community Referral Process	Intro to DCIS
PPMU	DDE101	DCIS Education Task 1	Intro to DCIS
PPMU	DDE201	DCIS Education Task 2	Intro to DCIS
PPMU	DDE302	DCIS Education Task 3	Intro to DCIS
PPMU	DDE401	DCIS Education Task 4	Intro to DCIS
PPMU	DINT03	DCIS Introduction	Intro to DCIS
PPMU	DDMI02	DCIS Maintaining Inmate Property	Intro to DCIS
PPMU	DDMP01	DCIS Maintaining Property Items	Intro to DCIS
PPMU	DMHQ02	DCIS Mental Health Query	Intro to DCIS
PPMU	MC5G02	DCIS Messaging	Intro to DCIS
PPMU	DPAS02	DCIS PAS: Progress Assessment Summary	Intro to DCIS
PPMU	DDPM04	DCIS Property Module	Intro to DCIS
PPMU	DDPQ01	DCIS Property Queries & Reports	Intro to DCIS
PPMU	DRTM04	DCIS Real Time Moves	Intro to DCIS
PPMU	MDFP01	DOC Emergency Plan	
PPMU	LDEP02	DOC Emergency Plan Initial Training	

PPMU	CDID04	Drug Identification	
PPMU	CDS005	Drug Screening of Offenders	
CTA	UERT01	L.R.D. Bandit Transition	L.R.D. Basic Program
CTA	UERB08	L.R.D. Basic Program	
CTA	UERS05	L.R.D. R-F-A-C-T System	
CTA	URCT08	React Belt	Basic Program
PPMU/SORT	RERT32	FRT Basic Academy	All ERT Courses
PPMU/SORT	RERT01	FRT Team Training	Require Use of Force,
PPMU/SORT	RERT02	FRT Team Training	PPCT with Weapon
PPMU/SORT	RERT03	FRT Team Training	Retention, 1 st Aid
PPMU/SORT	RERT04	FRT Team Training	CPR & Warden
PPMU/SORT	RERT05	FRT Team Training	
PPMU/SORT	RERT06	FRT Team Training	Recommendation
Training to be Offered to Facilities (continued)			
<u>By</u>	<u>Code</u>	<u>Description</u>	<u>Prerequisites</u>
PPMU/SORT	RERT07	FRT Team Training	See above specs.
PPMU/SORT	RERT08	FRT Team Training	
PPMU/CTI	RETT08	Escape Team Training	
PPMU/FS	LESB04	F.S. Prstn, STD & HACCP Food Protection Training	
PPMU	CRCH04	First Responder Critical Hostg	
PPMU	UFCM08	Forced Cell Moves	
PPMU	DHOT08	Hearings Officer Training	
PPMU	CHSV08	Hostage Survival	
PPMU	EIGP03	Inmate Grievance Procedure	
PPMU	UJJP08	Israprojected Jet	
PPMU	CLIS03	Legal Issues-Spybox Training	
CTA	UOCT04	Oleoresin Capsicum Training	
CTA	UPPT32	PPCT Advanced/Specialized	
CTA	UPIR16	PPCT Instructor Recertification	Current PPCT Instr
CTA	KRPT04	Report Writing	
CTA	KRPT08	Report Writing - COPD	
CTA	CRTR07	Restraints Transportation	

PPMI	CSTG04	Security Threat Groups	
PPMI	1PTT24	Semi-Auto Pistol Transition Training	Firearms Classes
CTA	PSMC04	Sexual Misconduct in a Correctional Setting	
CTA	DTTC20	Training for Trainers-Curriculum Developers	T-T Presenters
CTA	DTTP20	Training for Trainers-Presenters	
CTA	137E17	Training for Trainers-37MM	Firearms Instructor
CTA	1UTAT08	E-T-Armed Transport Training Refresher	32-hr Armed Transportation
PPMI	DTBC08	Training for Trainers-Basic Case Management	
CTA	NTCT08	Training for Trainers-Confronting Criminal Thinking	
CTA	PTCS36	Training for Trainers-Correctional Supervision NIC	
CTA	KIC116	Training for Trainers-Crisis Intervention	E-T Presenters
CTA	DTDP04	Training for Trainers-DCIS Property Module	Approval by K Danley
CTA	11EM16	Training for Trainers-Forced Cell Moves	OC, 1 st Aid/CPR, Use of Force, Forced Cell
CTA	DTI108	Training for Trainers-Intro to Instruction	
CTA	1TIS16	Training for Trainers-Ispra Protecto-jet Models	OC, 1 st Aid/CPR, Use of Force
CTA	ETMF80	Training for Trainers-Master Firearms Instructor	Firearms, 1 st Aid/CPR, Use of Force
CTA	1UFOR08	Training for Trainers-Oleoresin Capsicum	OC, 1 st Aid/CPR, Use of Force
<u>By</u>	<u>Code</u>	<u>Description</u>	<u>Prerequisites</u>
CTA	UTPP40	Training for Trainers-PPCT Instructor Course	PPCT, 1 st Aid/CPR, Use of Force
CTA	PTPF04	Training for Trainers-Professionalism	Recomm By Warden
CTA	PTSS04	E-T-Sexual Misconduct in a Correctional Setting	Recomm By Warden
CTA	FTSH40	Training for Trainers-Shotgun/Handgun	1 st Aid/CPR, Use of Force, Current Quals

CTA	UTH F04	Training for Trainers-Use of Force	1 st Aid/CPR, Use of Force
CTA	PTVW08	Training for Trainers-Violence in the Workplace	Recnum By Warden
PPM	DUFP04	Understanding Faith Practices in a Correctional Setting	
CTA	KVJD16	Verbal Judo	1 st Presenters

Note: All 1st Aid courses require 1st Aid Presenters to teach. All Use of Force Instructors must maintain or be current in 1st Aid/CPR credentials, have taken a current Use of Force Class, and have participated in the class they now want to instruct.

Exhibit I
Food Service Specifications

A. MENU:

1. The DOC 6-Week Cycle Master Menu shall be followed with respect to:
 - a. Menu items served.
 - b. Portion sizes.
 - c. Quantity of meat in each portion served.
 - d. Minimum 3000 calories per day.
 - e. Pork shall be served in accordance with the DOC menu.
 - f. Facility choice meals will allow for local modifications to the recipe, method of cooking and accompaniments to the main entree but the main entree must utilize the type and quantity of meat specified on the menu and the DOC Meat Ordering Guide.
 - g. Special holiday menus. Local modifications to the DOC holiday menus may be made provided the changes result in a similar quality meal and the changes are reported in item D below.
 - h. DOC Master Menu footnotes are considered part of the menu.
2. The menu used by private facilities shall be approved by the DOC and shall bear the signatures of:
 - a. The food service management company.
 - b. Facility Warden.
 - c. DOC Food Service Administrator.
3. The approved and signed menu shall be posted at a minimum in the following areas of the facility:
 - a. All living units.
 - b. Facility dining room.
 - c. Library.

B. ALTERNATE MEALS: Menus shall provide an alternate meatless entree to all offenders whenever meat, fish or poultry entrees are served and offenders shall be provided a tray free of meat and poultry products (e.g. soups or gravies made with animal products, gelatin) upon request. The following guidelines are to be followed:

1. The alternate meal and associated food preparation practices are designed to allow offenders with certain food restrictions to manage their diet needs without the preparation of a special diet tray.
2. Recipes are to be strictly followed and meat/poultry/fish and their byproducts excluded, such as meat-based soups, gravies and gelatin.

3. Alternate meal menu items are not to be grilled using animal fats. Griddles are to be thoroughly cleaned of all animal by-products prior to preparation of an alternative meal.
4. Kitchen practices must ensure that the deep fat fryer is free of animal by-products when cooking alternative meal menu items or a suitable substitute that does not require deep fat frying can be served.
5. Substitutions for soups, gravies and gelatin are not needed. The alternate meal is nutritionally adequate without the soups, gravies and gelatin. If the standard menu item is a gelatin with fruit, the fruit must be served separately for the alternative meal.
6. In serving, care must be taken to keep vegetarian food items free of animal byproducts. Clean, separate utensils are to be used to serve each menu item with care taken to avoid dripping meat/poultry/fish product into the alternate product.
7. Alternate meals are not required in segregation. If an offender has a religious diet need for an alternate meal, a request for a religious diet must be submitted in accordance with ARI 550.6, Religious Diets.

C. MENU COMPLIANCE EXCEPTIONS: Menu compliance must be strictly maintained with the following approved exceptions:

1. The DOC uses the Armed Forces Recipes and several DOC recipes. Proprietary recipes may be used provided the item is substantially similar to the DOC recipe and the quantity and type of meat used must be the same.
2. Milk is only required to be served once per day. The food service provider may serve 2 percent milk provided this is included in the nutritional analysis and acceptable levels of fats and cholesterol are not exceeded.
3. Heavily seasoned ground meat items such as chili, spaghetti, sloppy joe and tacos may contain no more than 75 percent ground poultry and at least 25 percent ground beef.
4. Formed ground meat items such as meat loaf, shall contain 100 ground beef.
5. Preformed meatballs may contain poultry and/or soy as long provided the main ingredient in the product is beef and the product does not contain pork.
6. Fresh produce in season may be substituted provided the nutritional value is equivalent and the substitution increases the overall variety of produce on the menu.
7. Juice must contain a minimum of 20 percent actual fruit juice and provide an acceptable level of vitamin C as evidenced in the nutritional analysis.
8. Ground beef patties and chopped steak patties may contain up to 20 percent hydrated vegetable protein product but may not contain organ or head meat.
9. Sliced, mozzarella and parmesan cheeses may be imitation.

D. MONTHLY MENU CHANGE REPORT: A monthly report of menu changes shall be submitted with the Warden's monthly report through the Private Prisons Monitoring Unit to the DOC Central Food Service Office to include the following information:

1. Date & meal (breakfast, lunch, dinner)
2. Master Menu item
3. Substitution made

4. Justification for menu change.

F. NUTRITIONAL ANALYSES: A nutritional analysis of the menu using the DOC Master Menu with the modifications allowed per this contract, contractor's recipes and contractor's purchasing specifications shall be furnished to the DOC no later than July 15 each year. The nutritional analysis must include:

1. Average daily calories and a breakdown of the percentage provided by protein, carbohydrates, fats.
2. Breakdown of the types of fats in the diet (saturated, monounsaturated, polyunsaturated).
3. Amount of nutrients (vitamins & minerals) provided with a comparison to requirements.
4. Amount of fiber provided daily.
5. Amount of sodium in the diet.

F. RELIGIOUS DIET REQUIREMENTS:

1. Menus shall provide an alternate meatless entree to all offenders whenever meat, fish or poultry entrees are served and offenders shall be provided a tray free of meat and poultry products (e.g. soups or gravies made with animal products, gelatin) upon request.
2. All religious holy days observed by the DOC will be observed in accordance with DOC Administrative Regulation 800-1 and guidelines promulgated by DOC.
3. Kosher diet menus and a variety of vegetarian menu patterns designed by DOC shall be followed.
4. Permanent changes to the kosher diet shall not be made.
5. The kosher diet menu shall be posted in the facility dining room and library.
6. Religious diet requests (DCFORM 1550-06A) shall be forwarded to the DOC Food Service Administration for review and recommendation.
7. Religious diet violations are to be processed in accordance with AR 1550-6.
8. A written plan of action to correct any violations noted shall be submitted to the DOC Central Food Service Office within 10 working days following the quarterly kosher diet reviews conducted by the rabbinical consultant.

G. MEDICAL DIET REQUIREMENTS:

1. A medical diet program must be established in accordance with the DOC Medical Diet Procedures Guide.
2. A registered dietitian must be available within 48 hours to perform medical diet consultations as requested by health care providers, provide diet education for medical conditions such as diabetes, obesity, heart disease, hypertension, etc., and modify menus or recipes as needed to meet medical diet requirements.

3. The food service provider may use the DOC Medical Diet Menus or menus designed, nutritionally analyzed, and approved by a registered dietitian.
4. If the DOC medical diet menus are used, substitutions must be minimized and permanent changes to the medical diet menus must not be made. Any substitutions made must be recorded, signed off by the food service provider/registered dietitian and submitted to DOC with the monthly facility report.
5. A copy of all medical and religious diet menus shall be made available to offenders in the facility library.

H. MEAL PREFERENCE SURVEY:

1. The DOC Food Service Administrator shall initiate, on an annual basis, a formal Food Service meal preference survey which will be circulated to all offenders and Food Service staff to obtain input for menu development. Private prison Food Service operations shall participate in the survey.
2. The offenders and staff shall be surveyed informally and plate waste evaluations will be performed on an ongoing basis to assess menu acceptability.
3. Contractor Food Service staff are encouraged to communicate menu ideas and questions to the DOC Central Food Service Office.

I. AUDIT RESPONSES: A written plan of action to correct deficiencies noted shall be submitted to the DOC Central Food Service Office within 10 working days following the semi-annual review conducted by DOC Food Service staff.

J. COORDINATION & TRAINING: The DOC shall invite Food Service Supervisors from the private prisons to quarterly meetings and training sessions.

Exhibit J
ESL, ABE and GED
Course Curriculum Outlines

COLORADO CORRECTIONAL EDUCATION PROGRAM
ACADEMIC EDUCATION
ADULT BASIC EDUCATION (ABE)
CURRICULUM GUIDE
1-1-02

MISSION --- "The mission of the Correctional Education Program (CEP) is to meet the diverse educational needs of inmates through the provision of quality academic, vocational, life skills, and transitional services whereby inmates can successfully integrate into society, gain and maintain employment, and become responsible productive individuals." (C.R.S. 17-32-101)

ABE PRIMARY GOALS -- To provide students with the means to obtain basic knowledge essential for GED/pre-vocational training in the following areas:

1. Reading skills
2. Language skills
3. Mathematical skills

ABE SECONDARY GOALS--To develop critical thinking, problem solving and higher levels of cognitive skills as follows:

1. Critical thinking the ability to determine essential information in a logical and organized manner
2. Problem solving the ability to utilize and analyze information necessary to arrive at logical conclusions.
3. High-level cognitive skills the ability to comprehend, apply, analyze, and evaluate information

ABE PROGRAM ELIGIBILITY --- Inmate students that have Test of Adult Basic Education (TABE) grade placement scores of 6.9 and below are eligible. Advancement to the GED Curriculum occurs when a student has completed all units at suggested competency levels or on periodic TABE testing reaches a 7.0 or higher level.

ABE COMPETENCY LEVELS EXPECTED -- Students will be expected to pass units of instruction at the 80% level (or as indicated)

ABE CURRICULUM FLEXIBILITY ----- DOC ABE teachers are expected to follow the listed curriculum topics, with the flexibility to expand the topics listed and teach with the materials and methods they choose to use. Unit Accomplishment Sheets are provided to help track students thru units.

CTP UNIT ACCOMPLISHMENT SHEET

ABE - READING

Facility: _____

Teacher: _____

Inmate Name: _____

DOC #: _____

Class Start Date: _____

Class Exit Date: _____

NOTE: The SRA Corrective Reading Program is the "core curriculum" for reading instruction in all facilities except administrative segregation units.

<u>INSTRUCTIONAL UNITS</u>	<u>COMPETENCY ACHIEVED</u> (80% minimum)	<u>NOTES</u>
1. Alphabet (100% competency level)	_____	
2. Phonics rules Consonants, vowels, consonant and vowel patterns, syllables, base words, plural/possessive forms, etc.	_____	
3. Spelling rules	_____	
4. Basic sight word list	_____	
5. Vocabulary	_____	
6. Reading comprehension Main idea, facts and details, sequencing, inference, etc.	_____	
7. Parts of Literature Plot, theme, setting, characters, etc.	_____	
8. _____	_____	
9. _____	_____	
10. _____	_____	

Teacher signature: _____

Date: _____

CTP UNIT ACCOMPLISHMENT SHEET
ABE - LANGUAGE/Writing SKILLS

Facility _____
Teacher _____

Inmate Name: _____ DOC# _____

Class Start Date: _____ Class Exit Date: _____

INSTRUCTIONAL UNITS COMPETENCY ACHIEVED NOTES

(80% minimum)

1. Basic sentence structure:
Subject predicate, verb forms,
singular-plural, subject-verb
agreement _____

2. Parts of speech _____

3. Capitalization _____

4. Punctuation _____
Period, comma, semi-colon, colon,
apostrophe, quotation marks

5. Clauses and phrases _____

6. Combining sentences _____

7. Paragraph development _____

8. Dictionary skills
Spelling, syllabication, word usage _____

9. Short essays applying 1 thru 8 above _____

10. Applied Writing Skills
Business letter, forms, job applications _____

11. _____

Teacher signature _____ Date _____

CEP UNIT ACCOMPLISHMENT SHEET
 ABE - MATHEMATICS

Facility _____
 Teacher _____

Inmate Name: _____ DOC#: _____

Class Start Date: _____ Class Exit Date: _____

<u>INSTRUCTIONAL UNITS</u>	<u>COMPETENCY ACHIEVED</u>	<u>NOTES</u>
1. Whole Numbers	_____	
a.) Addition	_____	
b.) Subtraction	_____	
c.) Multiplication	_____	
d.) Division	_____	
e.) Averaging numbers	_____	
f.) Rounding numbers	_____	
2. Measurement (U.S. and metric)	_____	
3. Fractions	_____	
Addition, subtraction, multiplication, division, reducing, equivalent fractions, proper-improper, mixed numbers	_____	
4. Decimals	_____	
Addition, subtraction, multiplication, division, fraction equivalents, conversion to fractions	_____	
5. Percent	_____	
6. Ratio and proportion	_____	
7. Tables, graphs, charts, and maps	_____	

NOTE: Word problems are to be used with each of the above units

Teacher signature _____ Date _____
 - Page 4 of 18 pages -

COLORADO CORRECTIONAL EDUCATION PROGRAM
ACADEMIC EDUCATION
GENERAL EDUCATION DEVELOPMENT (GED)
Curriculum Guide
1-1-02

MISSION --- "The mission of the Correctional Education Program (CEP) is to meet the diverse educational needs of inmates through the provision of quality academic, vocational, life skills, and transitional services whereby inmates can successfully integrate into society, gain and maintain employment, and become responsible productive individuals." (C.R.S. 17-32-101)

GED PRIMARY GOALS --- To provide students with relevant knowledge to succeed in the workplace and obtain a GED Certificate with study in the following areas:

- | | |
|-------------------|---|
| 1. Writing Skills | 4. Interpreting Literature and the Arts |
| 2. Social Studies | 5. Mathematics |
| 3. Science | |

GED SECONDARY GOALS -- To develop critical thinking, problem solving, and higher levels of cognitive skills as follows:

1. Critical thinking - the ability to determine essential information in a logical and organized manner.
2. Problem solving - the ability to utilize and analyze information necessary to arrive at logical conclusions.
3. High-level cognitive skills - the ability to comprehend, apply, analyze, and evaluate information.

GED PROGRAM ELIGIBILITY --- Inmate students that have Test of Adult Basic Education (TABE) grade placement scores of 7.0 and higher or have successfully completed the ABE curriculum are eligible.

GED COMPETENCY LEVELS EXPECTED --- Students will be expected to pass units of instruction at the 80% level (or as indicated). To qualify for the GED Test the student must pass the Pre-GED Test with the recommended score of 45 on each section.

GED CURRICULUM FLEXIBILITY ---- DOC GED teachers are expected to follow the listed curriculum topics, with the flexibility to expand the topics listed and teach with materials and methods they choose to use. Unit Accomplishment Sheets are provided to help track students thru units.

CUPENH ACCOMPLISHMENT SHEET
G.E.D. WRITING SKILLS

Facilitator _____
 Teacher _____

Inmate Name _____ DOB # _____

Class Start Date _____ Class End Date _____

<u>INSTRUCTION UNITS</u>	<u>COMPETENCY ACHIEVED</u> (80% minimum)	<u>NOTES</u>
--------------------------	---	--------------

1	Sentence Structure Fragments, run-on, combining, parallel, compound.	_____	
---	--	-------	--

2	Grammar and Usage Subject and verb, subject/verb agreement, verb tenses, nouns and possessive nouns, pronouns, adjectives and adverbs.	_____	
---	--	-------	--

3	Spelling	_____	
---	----------	-------	--

4	Punctuation and Capitalization Rules, period, comma, semi colon, colon, apostrophe, quotation marks	_____	
---	--	-------	--

5	Paragraph Structure Logic & organization	_____	
---	---	-------	--

6	Proofreading and Correction	<u>Pass/Fail</u>	
---	-----------------------------	------------------	--

7	Essay Format	_____	
---	--------------	-------	--

7	Student Original Essay: Essay on general topic to be at least one page graded holistically in the areas of spelling, punctuation, gram-mar, word choice & sentence paragraph structure	_____	
---	--	-------	--

8	Writing Skills Pre-GED Test (Must score at least 45)	<u>Pass/Fail</u>	
---	---	------------------	--

Teacher signature _____ Date _____

CEP UNIT ACCOMPLISHMENT SHEET
GED - SOCIAL STUDIES

Facility _____

Teacher: _____

Inmate Name: _____ DOC # _____

Class Start Date _____ Class Exit Date: _____

<u>INSTRUCTIONAL UNITS</u>	<u>COMPETENCY ACHIEVED</u>	<u>NOTES</u>
	(80% minimum)	
1 American History study/reading Colonization Revolution Civil War Industrial America U.S. and the World	_____	
2 Geography study/reading Cultural Environment Earth's Regions Tables, graphs, charts, & maps	_____	
3 Politics government study/reading Executive, Legislative, Judicial Branches Constitution & Declaration of Independence Tables, graphs, charts, & maps	_____	
4 Economics	_____	
5 Behavioral Science General Sociology & Psychology	_____	
6 Social Studies Pre-GED Test (Must score at least 45.)	<u>Pass/Fail</u>	
7 _____	_____	

Teacher signature _____

Date _____

CEP UNIT ACCOMPLISHMENT SHEET
GED - SCIENCE

Facility _____

Teacher: _____

Inmate Name _____

DOC #: _____

Class Start Date: _____

Class Exit Date: _____

INSTRUCTIONAL UNITS

COMPETENCY ACHIEVED
(SOP a minimum)

NOTES

1 Life Science study/reading
Plant kingdom
Animal kingdom
Human body, etc.

2 Earth Science study/reading
Earth history
Geology
Oceanography
Astronomy, etc.

3 Chemistry/Physics study/reading
Atoms and molecules
The elements
Matter and energy
Formulas, etc.

4 Diagrams and Charts

5 Science Pre-GED Test
(Must score at least 45.)

Pass/Fail

7

Teacher signature

Date

CEP UNIT ACCOMPLISHMENT SHEET
GED - INTERPRETING LITERATURE AND THE ARTS

Facility _____

Teacher _____

Student Name _____ DOCP# _____

Class Start Date _____ Class Exit Date _____

<u>INSTRUCTIONAL UNITS</u>	<u>COMPETENCY ACHIEVED</u> (80% minimum)	<u>NOTES</u>
----------------------------	---	--------------

1. Popular Literature Nonfiction, fiction, poetry and lyrics, and drama interpretation and comprehension		
---	--	--

2. Classical Literature Nonfiction, fiction, poetry and lyrics, and drama interpretation and comprehension		
---	--	--

3. Commentary Read various articles in newspapers, magazines, and periodicals on books, theater, music, dance, film, and art.		
--	--	--

4. Interpreting Literature & the Arts Pre-GED Test (Must score at least 45.)	Pass/Fail	
---	-----------	--

5. _____		
----------	--	--

Teacher signature

Date

CEP/8TH ACCOMPLISHMENT SHEET
 GED - MATHEMATICS

Faculty _____
 Teacher: _____

Inmate Name: _____ DOC# _____
 Class Start Date: _____ Class Exit Date: _____

INSTRUCTIONAL UNITS	COMPETENCY ACHIEVED (80% minimum)	NOTES
---------------------	--------------------------------------	-------

- | | | | |
|----|--|------------------|--|
| 1. | Basic Math skills review | | |
| | A. Whole Numbers | | |
| | 1) Addition 2) Subtraction 3) Multiplication 4) Division 5) Averaging | | |
| | B. Fractions | | |
| | 1) Fraction ID (proper/improper/mixed # < >) | | |
| | 2) Equivalent 3) Addition 4) Subtraction 5) Multiplication 6) Division | | |
| | C. Decimals | | |
| | 1) Equivalent fractions 2) Conversion to fractions | | |
| | 3) Addition 4) Subtraction 5) Multiplication 6) Division | | |
| | D. Ratio & Proportion | | |
| | E. Percent | | |
| | 1) Relationship to fractions & decimals 2) Increase & decrease | | |
| | F. Measurement (U.S. & metric) | | |
| | G. Tables, graphs, charts, and maps | | |
| 2. | Algebra | | |
| | A. Integers, exponents, roots, order of operation | | |
| | B. Algebraic equations/solutions | | |
| | C. Monomials and polynomials | | |
| | 1) Addition 2) Subtraction | | |
| | 3) Multiplication 4) Division | | |
| | D. Graphing equations | | |
| 3. | Geometry | | |
| | A. Points, lines, angles | | |
| | B. Circles, squares, triangles, polygons | | |
| 4. | Formulas | | |
| | A. Perimeter, area, & volume | | |
| | B. Circumference & Pythagorean Theorem | | |
| | II Interest | | |
| | II Distance/rate/time | | |
| 5. | Mathematics Pre-GED Test | <u>Pass/Fail</u> | |
| | (Must score at least 45.) | | |

NOTE: Word problems are to be used with each of the above units

Teacher signature _____ Date _____

Colorado English as a Second Language Skills List
Student Performance Level 0-1
Beginning Literacy/Pre-Beginning ESL

Life Skills

COMMUNITY SERVICES

1. Give and write own address
2. Read, say and dial emergency telephone numbers
3. Identify familiar community facilities and workers (school, post office, library, teacher, librarian, etc.)

CONSUMER ECONOMICS

4. Identify familiar consumer economics facilities and workers (bank, supermarket, discount store, cashier, teller, clerk, etc.)
5. Provide proper ID to purchase an item
6. State basic food or clothing needs in simple terms
7. Identify names of U.S. coins and bills and read simple money amounts
8. Pay total amount required to purchase an item

EMPLOYMENT

9. Identify common entry-level jobs
10. State own previous employment
11. State current employment status
12. Print or sign name on a time sheet
13. Ask if a task was done correctly
14. Ask a supervisor or co-worker for help

HEALTH

15. Identify major body parts
16. Identify medical facilities and workers (hospital, clinic, doctor, nurse, etc.)
17. State need for medical help
18. State own general condition in simple terms

HOUSING

19. Identify common household rooms and furniture
20. Identify common types of housing
21. Read exit signs in housing
(EXIT, SAFERS, EMERGENCY EXIT)

TRANSPORTATION AND DIRECTIONS

22. Identify common types of public and private transportation
23. Read a limited number of street and pedestrian signs
(STOP, WALK, DON'T WALK, etc.)
24. Ask for location of a place in the classroom
25. Follow simple directions to a place in the classroom

Basic Language Skills

LISTENING

1. Demonstrate understanding of simple words, phrases, and questions
2. Demonstrate understanding of high frequency commands and expressions of courtesy

SPEAKING

3. Express needs with simple words or phrases drawn from learned material
4. Repeat words and phrases to improve pronunciation
5. Answer questions with simple "yes", "no" or one-word responses
6. Greet, show gratitude, express state of being

READING

7. Discriminate between upper and lower case letters
8. Discriminate numerals
9. Relate phonological sounds to letters (sound-symbol correspondence)
10. Recognize signs with one word or symbol (MEN, WOMEN, STOP, etc.)

WRITING

11. Copy letters of the alphabet
12. Write days of the week
13. Copy basic personal information
14. Copy a list of words previously learned orally

WORKPLACE

15. Use time efficiently

Colorado English as a Second Language Skills List
Student Performance Level 2
Low Beginning Level

Life Skills

COMMUNITY SERVICES

1. Read simple, high frequency emergency words (FIRE, AMBULANCE, EXIT, POISON, POLICE etc.)
2. Call 911 (or equivalent) and report an emergency in simple terms
3. Address an envelope or package including return address
4. Ask for stamps at a post office

CONSUMER ECONOMICS

5. Ask where items are located in a store and read aisle numbers
6. Differentiate size by reading tags and request size or color
7. Locate and read expiration dates on food
8. Ask for food using common weights and measures and read common abbreviations for weights and measures
9. Endorse a check

EMPLOYMENT

10. Identify specific skills needed for entry level jobs
11. Fill out a simplified job application
12. Answer questions about work shifts, starting dates and hours
13. Read common, high frequency safety signs and work facility signs (EMERGENCY EXIT, NO SMOKING, RESTROOMS, etc.)
14. Respond to simple oral warnings or basic safety commands
15. Follow simple one step instructions

HEALTH

16. Identify major body parts and common illnesses or injuries
17. Make a doctor's appointment
18. Read time and date on an appointment card
19. Identify oneself, appointment time, and doctor's name upon arrival at a clinic or doctor's office
20. Follow simple oral instructions during a health visit
21. Ask for and read names of generic non-prescription medicine (aspirin, cold medicine, antacids, sleeping pills etc.)
22. Ask for a patient's room number in a hospital

HOUSING

23. Identify types of housing and answer questions about own housing needs
24. Ask about tent
25. Report household problems in simple terms
26. Read simple, high frequency housing signs

TRANSPORTATION AND DIRECTIONS

27. Ask for and follow simple directions to a place
28. Ask for bus destinations
29. Read street numbers and common, high frequency street signs (STOP, YIELD, ONE WAY, DO NOT ENTER, etc.)

Basic Language Skills

LISTENING

1. Demonstrate comprehension of simple words in context of common, everyday situations
2. Demonstrate comprehension of basic commands through physical action
3. Demonstrate strategies to check for understanding

SPEAKING

4. Make statements related to basic needs using previously learned words and phrases
5. Answer simple questions with "yes", "no", one-word, or short phrase responses
6. Ask simple questions ("what", "where", "when", "how", "who")
7. Express simple commands
8. Express satisfaction/dissatisfaction

READING

9. Recognize basic sight words
10. Interpret sentences using vocabulary and structures previously learned orally

WRITING

11. Print letters of the alphabet and write numerals
12. Write days of week, months and dates
13. Fill out simple personal information forms
14. Write simple sentences based on previously learned vocabulary and structures

WORKPLACE

15. Use time efficiently
16. Participate in team activities
17. Monitor own progress

Colorado English as a Second Language Skills List
Student Performance Levels 3
High Beginning Level

Life Skills

COMMUNITY SERVICES

1. Ask about correct postage for mailing
2. Fill out a change of address form
3. Locate telephone numbers in a telephone book. (white or yellow pages)

CONSUMER ECONOMICS

4. Write a check and fill out a money order
5. Ask for and read price of food, clothing or other items in a store
6. Read common signs regarding hours/services in stores
7. Identify correct change and ask for the right amount
8. Order and pay for food in a restaurant

EMPLOYMENT

9. Read simple want ads and identify entry level job requirements
10. Fill out a simple job application
11. Ask and answer simple questions at a job interview
12. Give reasons for lateness or absence from work
13. Read common, high frequency warnings, safety signs and facility signs at a work site
14. State need for frequently used materials or tools
15. Follow simple two step instructions

HEALTH

16. Identify common symptoms, illnesses and health problems
17. Change or cancel a doctor's appointment
18. Read and follow simple instructions on a medicine label
19. Follow simple oral instructions for treatment
20. Fill out simple personal information on a health form

HOUSING

21. Ask for information about location, rooms, rent, deposit and utilities
22. Report a housing problem and ask for repairs
23. Identify total amount due on utility bills
24. Describe own housing situation including cost, size, number of rooms etc.
25. Read common housing abbreviations used in ads

TRANSPORTATION AND DIRECTIONS

26. Read common signs in airports or bus stations for traffic or pedestrians
27. Ask and answer questions about fares and buy travel
28. Identify major streets and landmarks on a map

Basic Language Skills

LISTENING

1. Demonstrate comprehension of basic directions
2. Recognize words that signal differences between present, past and future tenses
3. Demonstrate comprehension of simple questions

SPEAKING

4. Make simple statements and questions in the present, past and future tenses related to basic needs and common activities
5. Make simple clarification requests

READING

6. Demonstrate understanding of basic words, phrases and numerical information
7. Read and demonstrate comprehension of a simple paragraph containing familiar vocabulary

WRITING

8. Write simple sentences
9. With assistance, write paragraphs based on personal experiences or simple themes
10. Fill out simple forms
11. Write a simple note

WORKPLACE

12. Use time efficiently
13. Participate in team activities
14. Monitor own progress

Colorado English as a Second Language Skills List
Student Performance Levels 4-5
Low and High Intermediate Level

Life Skills

COMMUNITY SERVICES

1. Locate telephone numbers and identify services in yellow pages of a telephone directory
2. Inquire about business hours over the phone
3. Interpret simplified telephone computer menu of services

CONSUMER ECONOMICS

4. Fill out a deposit/withdrawal slip
5. Read unit pricing labels to compare products for value
6. State reasons for returning an item to a store
7. Explain a common problem with food service in a restaurant

EMPLOYMENT

8. Fill out a level-appropriate job application
9. Ask and answer questions in a job interview
10. Respond to supervisor's comments about quality of work including mistakes, speed, incomplete work, etc.
11. Report specific problems encountered in completing work tasks
12. Read warnings, storage directions, and emergency instructions
13. Write a note to explain absence from work
14. Read a paycheck stub

HEALTH

15. Respond to simple questions about physical health
16. Follow oral instructions during a medical exam or about treatment
17. Fill out a simple health history form
18. Fill out a simplified health insurance form

HOUSING

19. Question errors on utility bills
20. Ask about and follow instructions for using and maintaining household equipment
21. State housing needs and ask specific questions about cost, size, conditions for rental, etc.
22. Report a housing problem and write a note requesting repairs
23. Arrange for installation of household utilities
24. Read housing ads and identify cost, size, rental conditions, etc.

TRANSPORTATION AND DIRECTIONS

25. Interpret a level-appropriate map to find a place
26. Read arrival/departure information from a schedule
27. Give simple directions to a place

Basic Language Skills

LISTENING

1. Follow simple directions to a place
2. Follow directions in completing tasks
3. Follow multiple commands

SPEAKING

4. Ask and answer questions on basic personal information
5. Ask and answer questions about events in the present, past and future
6. Engage in problem solving activities
7. Request information/clarification in person/by phone

READING

8. Scan life skill reading materials for specific information (ads, schedules, rental agreements, etc.)
9. Demonstrate general comprehension of a reading passage with familiar content (main idea, sequence, details, etc.)
10. Use context to determine meaning

WRITING

11. Write simple notes, messages, and letters
12. Write related sentences on a topic to form a paragraph
13. Edit and self correct writing for basic punctuation
14. Fill out simple forms

WORKPLACE

15. Engage in basic social communication (introduce self, express appreciation, apologize, explain, complain, insist, etc.)
16. Use time efficiently
17. Participate as a member of a team
18. Monitor own progress
19. Teach others

Exhibit K
Duty Officer Incident Reporting
Reportable Incidents to CDOC PPMU

03-01-04

Incident	PPMU Duty Officer Notified	Reports Emailed / Faxed to PPMU	DCIS Entry
Advocating or Creating a Facility Disruption	✓	✓	✓
Any Event which disrupts normal operations of the facility or results in a serious threat to the security, operations, health, or safety of the public, staff, or offenders	✓	✓	✓
Arson	✓	✓	✓
Assault	✓	✓	✓
Dangerous Contraband Found In All / Any Area(s)	✓	✓	✓
Dealing In Dangerous Drugs	✓	✓	✓
Death of an Offender, Staff, or Other Individual	✓	✓	✓
Dry Cell of Offender	✓	✓	✓
Emergency Alert Drills	✓	✓	✓
Emergency Plan Activation	✓	✓	✓
Equipment Malfunction resulting in a serious threat to the security, operations, health, or safety of the public, staff, or offenders	✓	✓	✓
Escape or Attempted Escape	✓	✓	✓
Fighting	✓	✓	✓
Fire	✓	✓	✓
Forgery (e.g. planning / aiding an escape)	✓	✓	✓
Hostage Situation	✓	✓	✓
Injury or life threatening illness requiring transportation off facility grounds of staff, offender, or other individuals	✓	✓	✓
Kidnapping	✓	✓	✓
Lock Down of facility (full) or pod(s) (partial)	✓	✓	✓
Manslaughter	✓	✓	✓
Murder	✓	✓	✓
Natural Disaster	✓	✓	✓
Newsworthy: Any incident that either results in immediate public, or media interest, or may be considered "newsworthy"	✓	✓	✓
Offender Movement, all non-routine moves from the facility	✓	✓	✓
Organized Group Disturbance	✓	✓	✓
Organizing or Grouping of Offenders	✓	✓	✓
Possession of Dangerous Contraband, Escape Paraphernalia, Key or Key Patterns, Syringe or Drug Paraphernalia	✓	✓	✓
Possession or Use of Dangerous Drugs or Tobacco Products	✓	✓	✓
Property Damage resulting in a serious threat to the security, operations, health, or safety of the public, staff, or offenders	✓	✓	✓
Rape	✓	✓	✓
Removal From Population for All / Any Reason(s)	✓	✓	✓
Riot: Engaging In a Riot, or Inciting a Riot	✓	✓	✓
Robbery / Extortion	✓	✓	✓

Security Threat Group Incident	✓	✓	✓
Sexual Assault	✓	✓	✓
Sexual Misconduct	✓	✓	✓
Solicitation of Staff	✓	✓	✓
Suicide Threat or Attempt	✓	✓	✓
Tampering with Locks or Security Devices	✓	✓	✓
Theft or Receiving of state, county or corporate owned property of significant value, e.g. \$200 or more	✓	✓	✓
Threats or Intimidation of Public Officials	✓	✓	✓
Use of Force: Unplanned or Planned with CDOC approval	✓	✓	✓
Work Stoppage: Staff or Offender	✓	✓	✓

Exhibit L
Offender Move Procedures

ACTION: Offender Reclassification Results in Minimum Restrictive or Minimum Custody Level:

(Contract Page 7)

- Facility** ▶ Case manager enters the reclassification.
 ▶ Reclassification is sent to Offender Services (either mailed directly, or provided to PPMU Monitor).
- PPMU** ◆ Delivers reclassification to Classification Officer at Offender Services.
- Offender Services** ▶ Classification Officer reviews and processes the reclassification resulting in the offender being Waitlisted to an appropriate facility(s) or retained
 ▶ The inmate actually moves when Offender Services designates the offender on a transport trip.
 ▶ Offenders on waitlists are moved based upon date waitlisted, custody issues, close classification level and program requirements.
 ▶ Waitlists will be tracked by the Central Classification Liaison and the PPMU Monitor for the facility. Specific offender move information can be viewed in the "Comments" section of the Query Waitlist screen.

ACTION: Offender Reclassification Results in Close Custody Level:

(Contract Page 7)

- Facility** ▶ Classification Committee / Warden determines if offender should be regressed; if offender is manageable, request an override to Medium custody level and retain
 ▶ Case manager enters the reclassification
 ▶ Reclassification is sent to Offender Services (either mailed directly, or provided to PPMU Monitor)
 ▶ If offender is re-classed due to disciplinary(s), offender is removed from population awaiting movement
 ▶ Facility Staff shall follow the Removal From General Population process as stated in AR 600-01 Offender Classification, paragraphs IV., M., 1., 2., 3., and 4.
 ▶ Due to the lack of close custody beds in DOC, it is not uncommon for an offender to be removed from population for a period of time awaiting transfer
 ▶ Facility staff, PPMU Monitor and Offender Services staff shall review daily or as needed the Segregation Roster to avoid having an offender in segregation for an unreasonable amount of time (30 days)
- PPMU** ◆ The PPMU Chief reviews the override request and makes recommendation
 ◆ Delivers reclassification and recommendation to Offender Services
 ◆ Monitor shall review the daily Segregation Roster to avoid having an offender in segregation for an unreasonable amount of time (30 days)

- Offender Services**
- ▶ Classification Officer reviews and processes the reclassification resulting in the offender being Waitlisted to an appropriate facility(s), or retained
 - ▶ The offender actually moves when Offender Services designates the offender on a transport trip
 - ▶ Offenders on waitlists are moved based upon date waitlisted, custody issues, close classification level and program requirements
 - ▶ Waitlists will be tracked by the Central Classification Liaison and the PPMU Monitor for the facility. Specific offender move information can be viewed in the "Comments" section of the Query Waitlist screen

Offenders with Custody Issues:

(Case Manager Manual)

- Facility**
- Offender is removed from population pending investigation and movement
 - Facility Staff shall follow the Removal From General Population process as stated in AR 600-01 Offender Classification, paragraphs IV., M., 1., 2., 3., and 4.
 - The facility Case Manager Supervisor notifies Offender Services by entering the custody issues in the CIVERT screen in DCIS
 - **A discretionary reclassification is prepared with appropriate signatures**
 - The facility provides PPMU a packet with the documentation, reports of the custody issues and the **discretionary** reclassification
 - Facility staff and PPMU Monitor shall review the daily Segregation Roster to avoid having an offender in segregation for an unreasonable amount of time (30 days)
- PPMU**
- ◆ Monitor and Intelligence officer reviews custody issues packet for STG and other concerns
 - ◆ PPMU Chief or reviews the discretionary reclassification and provides recommendation to Offender Services
 - ◆ Delivers reclassification and custody issues packet to Offender Services Classification Officer
 - ◆ Monitor shall review the daily Segregation Roster to avoid having an offender in segregation for an unreasonable amount of time (30 days)
- Offender Services**
- ▶ The Classification Officer reviews the packet, enters the custody issues into DCIS and places the offender on a Waitlist if a move is required
 - ▶ The offender actually moves when Offender Services designates the offender on a transport trip
 - ▶ Offenders on waitlists are moved based upon date waitlisted, custody issues, close classification level and program requirements
 - ▶ Waitlists will be tracked by the Central Classification Liaison and the PPMU Monitor for the specific facility. Specific offender move information can be viewed in the "Comments" section of the Query Waitlist screen

ACTION: Offender Move Requests Due To Medical or Mental Health Reasons (Non-emergency):

- Facility**
- HSA notifies PPMU Medical Liaison or Mental Health Liaison of offender's condition
 - HSA follows up with an email to PPMU Medical Liaison or Mental Health Liaison
 - HSA is responsible for informing the Warden of the request
 - Emergency medical transports will be handled per AR 700-22RD Offender Clinical Transportation and Supervision
 - Emergency medical transports are reportable incidents to the PPMU Duty Officer
 - After approval from Offender Services of the non-emergency move, facility will either check offender out / in or use ETMOVES to complete the move
- PPMU**
- ◆ PPMU Medical Liaison or PPMU Mental Health Liaison notifies PPMU Chief who jointly determine move options
 - ◆ Medical Liaison or Mental Health Liaison or Chief notifies Offender Services of necessary movement
 - ◆ Medical Liaison or Mental Health Liaison coordinates move with the facility
- Offender Services**
- Classification Officer schedules move and sends move authorization message out over DCIS

Offender Move Requests Due To Unmanageable After Hours And Weekends Only:

(Contract Page 9)

- Facility**
- Offender is removed from population per the terms of AR 600-01 Offender Classification, paragraphs IV., M., 1., 2., 3., and 4.
 - Facility notifies PPMU Duty Officer of the request and reasons to move offender
 - Sending facility may transport offender if necessary
 - Facility sends DCIS message to Offender Services
 - Should an offender become unmanageable during normal business hours, facility staff will contact the PPMU Duty Officer
- PPMU**
- ◆ Duty Officer notifies PPMU Chief and determines course of action
 - ◆ Duty Officer notifies receiving facility
 - ◆ Duty Officer coordinates move with sending facility
 - ◆ Duty Officer or Monitor or designee notifies Offender Services of the move by 08:30 hours the next working day
- Offender Services**
- Central Classification Unit will check beds' balance, and review classification documentation to reassign offender

Offender Move Requests Due To Facility Request:

(Contract Page 13)

- Facility** ➤ Facility Warden notifies PPMU Chief or Duty Officer and follows up the request to move the offender with an email or fax to the Chief of PPMU
- PPMU** ◆ PPMU Chief notifies Offender Services of necessary movement
◆ PPMU staff ensures appropriate documentation is received
- Offender Services** ► Classification Officer reviews the documentation; waitlists the offender, prepares an EAO and schedules the move

Exhibit M
HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract dated June 17, 2004, between the Department of Corrections and Crowley County, contract number 05CAA00056. For purposes of this Addendum, the State is referred to as "Covered Entity" or "CE" and the Contractor is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-8 - 1320d-8 ("HIPAA") and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160 and 164 (the "Privacy Rule") and other applicable laws, as amended.
- C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information

under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI.

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to notify Associate within two business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524.

g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by, 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C.F.R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F.R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with

providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule, including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate's Insurance. Associate shall maintain casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (c.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any

specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R. Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's web site. Associate shall review CE's designated web site for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No Waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as

a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes, Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, and the Final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supercedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

State/Covered Entity Representative:

Name: Michael Arellano

Title: Chief

Department and Division: Department of Corrections/Private Prisons Monitoring Unit

Address: 2862 South Circle Drive

Colorado Springs Colorado 80906

Contractor/Business Associate Representative:

Name: T.E. Allumbaugh

Title: Chairman, Board of County Commissioners

Department and Division: _____

Address: 603 Main, Suite 2

Ordway, CO 81063

ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract dated June 17, 2004, between the Department of Corrections and Crowley County, contract number 05CAA00056 ("Contract") and is effective as of (the "Attachment Effective Date"). This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. **Additional Permitted Uses.** In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows:

None

2. **Additional Permitted Disclosures.** In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows:

3. **Subcontractor(s).** The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract:

The Crowley County Correctional Facility owned and operated by Corrections Corporation of America

4. **Receipt.** Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt:

At the moment said information is received by the Associate or their agent.

5. **Additional Restrictions on Use of Data.** CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE; Associate shall comply with the following restrictions on the use and disclosure of Protected Information:

None

6. **Additional Terms.** *[This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]*

None

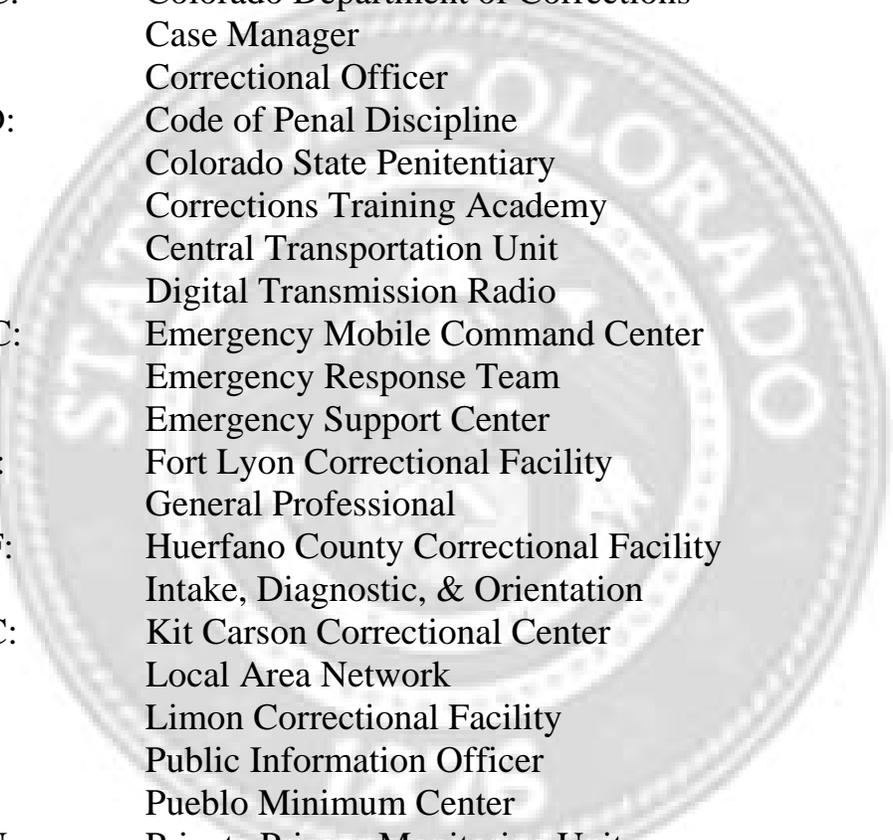
Crowley County Correctional Facility Riot Response

July 20, 2004

Direct Expenses to be Reimbursed

Personnel	\$225,228.22
Travel	1,508.53
Clothing	1,554.43
Medical	116,573.48
Other	40,760.29
Total Reimbursement:	<u>\$385,624.95</u>

Glossary



AVCF:	Arkansas Valley Correctional Facility
BCCF:	Bent County Correctional Facility
CBI:	Colorado Bureau of Investigation
CCA:	Corrections Corporation of America
CCCF:	Crowley County Correctional Facility
CCF:	Centennial Correctional Facility
CDOC:	Colorado Department of Corrections
CM:	Case Manager
CO:	Correctional Officer
COPD:	Code of Penal Discipline
CSP:	Colorado State Penitentiary
CTA:	Corrections Training Academy
CTU:	Central Transportation Unit
DTR:	Digital Transmission Radio
EMCC:	Emergency Mobile Command Center
ERT:	Emergency Response Team
ESC:	Emergency Support Center
FLCF:	Fort Lyon Correctional Facility
GP:	General Professional
HCCF:	Huerfano County Correctional Facility
IDO:	Intake, Diagnostic, & Orientation
KCCC:	Kit Carson Correctional Center
LAN:	Local Area Network
LCF:	Limon Correctional Facility
PIO:	Public Information Officer
PMC:	Pueblo Minimum Center
PPMU:	Private Prisons Monitoring Unit
SCCF:	San Carlos Correctional Facility
SORT:	Special Operations Response Team
STG:	Security Threat Group
TCCF:	Tallahatchie County Correctional Facility
YOS:	Youth Offender Services