

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
NO. 5:09-CT-3187-D**

SANDRA ETTERS, et al.,	)	
Plaintiffs,	)	
	)	
v.	)	ORDER AND AGREEMENT
	)	
SECRETARY REUBEN F. YOUNG,	)	
et al.,	)	
Defendants.	)	

The parties hereto, by their attorneys, having agreed and stipulated to the entry of this Order and Agreement, submit the following to the Court for entry in settlement of this action.

PARTIES

Plaintiff Sandra Etters (hereinafter "Plaintiff") enters into this Order and Agreement along with Defendant Reuben F. Young, Secretary of the North Carolina Department of Public Safety, the successor in office to the original defendant Secretary Alvin Keller, and Defendant Jennie Lancaster, the Chief Deputy Secretary of the Division of Adult Correction and the successor in office to the original Defendant Boyd Bennett who both enter into this Order and Agreement in their official capacity as officers of the State of North Carolina and the Department of Public Safety (hereinafter, "DPS").

Any and all claims by Plaintiff which were or could have been brought in this action against Defendants Reuben F. Young, Jennie Lancaster, and Annie Harvey, are dismissed with prejudice upon entry of this Order and Agreement by the Court.

STIPULATIONS

The parties stipulate and the Court adopts the following stipulations as fact and, where applicable, law:

1. This Order and Agreement will grant prospective relief to Plaintiff with respect to conditions at prison facilities operated by the North Carolina Department of Public Safety, Division of Adult Correction (hereinafter "DPS-DAC") which house adult female inmates as set forth in more detail hereinbelow.

2. The relief granted herein is narrowly drawn, extends no further than necessary to correct a violation of a federal right, and is the least intrusive means necessary to correct the violation of a federal right;

3. Nothing in this Order and Agreement, including, specifically, the stipulation in Paragraph 2, constitutes an admission of liability and undersigned Defendants and DPS-DAC vigorously dispute that they have violated the federal rights of Plaintiff Sandra Etters or any other adult female inmate. The stipulation set forth in Paragraph 2 is included expressly to facilitate the parties' intent to enable the Court to: (a) retain jurisdiction for the desired term; (b) if necessary, entertain any future motion by North Carolina Prisoner Legal Services, Inc. (hereinafter "NCPLS") to enforce the terms of this Order and Agreement; and (c) serve as the exclusive forum for any such enforcement. The stipulation in Paragraph 2, as well as all other representations, commitments, or stipulations in this Order and Agreement, shall have no precedential value and may not be relied on as precedent in any future claim, without prejudice or limitation, however, to the ability of NCPLS to enforce the terms of this Order and Agreement.

4. This Order and Agreement is entered into by the parties as part of an amicable settlement of disputed claims raised in this action. In entering into this settlement, Defendants Young and Lancaster make no admissions of liability to Plaintiff and voluntarily assume the obligations set forth herein in their continuing effort, and the effort of DPS-DAC, to establish gender-responsive and evidence-based practices and prevent sexual abuse in facilities operated by DPS-DAC which house adult female inmates.

5. This Order and Agreement reflects actions already undertaken and policies and procedures already implemented by DPS-DAC, as well as commitments to further actions set forth herein. As used herein the phrase *sexual abuse* means sexual assault, abuse and harassment of women prisoners, including forcible rape, sexual intercourse, anal intercourse, oral sexual acts, sexual touching, and voyeurism, by any employee, contractor, volunteer, or agent of DPS-DAC. The term *aggressor* means the employee, contractor, volunteer or agent suspected or accused of engaging in sexual abuse.

AGREEMENTS

Contract with The Moss Group

6. DPS-DAC and the State of North Carolina have contracted with The Moss Group, Inc. (hereinafter "TMG") for its services in enhancing sexual safety in facilities operated by DPS-DAC which house adult female inmates. DPS-DAC will abide by the terms of that contract, a copy of which is attached as an exhibit to this Order and Agreement and incorporated herein by reference. TMG may at its discretion provide to NCPLS any document or other information in its possession relating to DPS-DAC's performance of that entity's obligations under the contract or under this Order and

Agreement. The use by NCPLS of any such document or other information is subject to the terms of the Protective Order (D.E. #113) entered in this action and applicable to materials considered "Attorneys' Eyes Only Confidential Information."

7. In completing its work under the contract, TMG may recommend to DPS-DAC the adoption of policies, training practices, changes to physical facilities, and other measures for the prevention of sexual abuse, based upon TMG's experience and expertise in corrections and Prison Rape Elimination Act (PREA) standards. If such recommendations are made, DPS-DAC will adopt the recommendations or explain to TMG and NCPLS, in writing, its reasons for not adopting the recommendations. If TMG and the parties are unable through consultation to resolve the issue, NCPLS may petition the Court to determine whether said failure is a material breach of DPS-DAC's commitment, as stated herein, to establish gender-responsive and evidence-based practices in an attempt to prevent sexual abuse in facilities operated by DPS-DAC which house adult female prisoners.

8. In the event that DPS-DAC terminates the contract with TMG prior to expiration of that contract, for any reason other than cause, DPS-DAC and NCPLS will have a period of ninety days to reach an agreed upon solution whereby the work remaining on the contract, at the time of termination, is completed. In the event that an agreed upon solution to complete the remaining work is not reached within ninety days, NCPLS may immediately petition the Court to determine if DPS-DAC is in violation of this Order and Agreement.

Interim Measures

9. DPS-DAC has already begun or has committed to, and agrees to complete, the steps outlined in Paragraphs 10-13 below:

10. Physical facilities:

(a) Install seventy-three (73) additional cameras at North Carolina Correctional Institution for Women (hereinafter, "NCCIW") for surveillance of the academic school library, the auditorium, the culinary arts area, the mental health lobby, Dorm H, the Tag Plant, and the Duplicating Plant. If a previously submitted request for funding is approved, additional surveillance cameras will be installed in at least 21 areas in North Piedmont Correctional Center for Women, Raleigh Correctional Center for Women, Fountain Correctional Center for Women, and Swannanoa Correctional Center for Women.

(b) Install eighteen convex mirrors and add eighty-seven occupancy sensors (motion-activated lights) at NCCIW. DPS-DAC has requested funding for installation of swinging doors, shower curtains, restroom stall partitions, occupancy sensors, Dutch doors and convex mirrors at all other female facilities, and will, if funded, complete those changes by the end of 2012.

(c) Reduce staff and inmate access to certain more secluded areas at NCCIW by restricting key access to supervisory staff and those staff members authorized to use the areas. Restricted keys are to be securely controlled by designated upper level staff.

(d) DPS-DAC is responsible for replacing and agrees to replace any cameras, light sensors, and any other equipment or items installed pursuant to the terms of the Agreement.

11. Reporting and Investigation:

(a) DPS-DAC will continue to provide multiple ways for inmates and third parties to easily, privately, and securely report sexual abuse, retaliation for reporting sexual abuse, and staff neglect that may have contributed to an incident of sexual abuse. DPS-DAC will provide inmates with a toll-free telephone number to report sexual abuse directly to the PREA Office in Raleigh without going through staff at the facility housing the inmate. The number will be included in PREA training materials given to inmates and on PREA information posters displayed prominently at all facilities housing adult female inmates. The PREA Office in Raleigh will maintain a written log of all calls to this number. All reports of sexual abuse, however made, are to be forwarded to the facility administrator and the PREA Office in Raleigh. Adult female inmates will be advised in training, however, that when their safety and security are at immediate risk: (1) the toll-free number is not the recommended method by which to report incidents or allegations of sexual abuse; and (2) the prisoner should report any immediate safety concerns to a prison supervisor, health services employee, or any other staff member with whom the prisoner feels comfortable discussing such information, with the understanding that the employee will make an immediate report of such information to the facility head.

(b) Each DPS-DAC facility which houses adult female inmates has designated a PREA Support Person who will receive training in supporting and interviewing female victims of sexual abuse. The PREA Support Person is expected to explain the investigative procedures to an inmate who reports sexual abuse and be present during investigative interviews of the inmate victim. For inmate victims of alleged sexual abuse by a DPS-DAC employee, contractor, or volunteer, the PREA Support Person will consult with the facility head before meeting with the inmate victim on a weekly basis for

three weeks following the report of sexual abuse to update her on the progress of the investigation, answer any questions of the inmate victim, and provide support to the inmate victim. Following the initial three week period and until the investigation concludes, upon the inmate victim's filing of a request for information relating to the investigation, the PREA Support Person, after consultation with the facility head, may be made available to meet with the inmate. The confidentiality of the inmate's communication with the PREA Support Person is subject to the provisions of the DPS-DAC Inmate Sexual Abuse and Harassment Policy.

(c) The PREA Support Person will monitor each inmate who reports or is reported by others to be the victim of a sexual abuse, so as to track disciplinary infractions, programming assignments, housing assignments, and other possible signs of retaliation by staff. If the PREA Support Person suspects retaliation by a staff member, he/she must report such to the facility head and the PREA Office in Raleigh.

(d) No inmate shall be subjected to disciplinary action in connection with a PREA investigation of sexual abuse committed against the inmate by an aggressor without the approval of the Female Command Manager. No inmate shall be charged for a false report of sexual abuse unless it is determined that the inmate made intentional, malicious, and false allegations against the alleged aggressor.

(e) Upon receipt of a report of sexual abuse, the facility head or the officer in charge of the institution will immediately speak with the alleged victim to determine what immediate action must be taken. This action may include, but is not limited to, the following: (1) immediate verbal notification through the facility and the DPS-DAC chain of command that a potential crime has been committed; (2) immediate removal of the

alleged victim from the area of the alleged incident; (3) making arrangements for the alleged victim to receive a forensic medical examination by outside medical personnel; (4) preservation of the physical location of the alleged incident for law enforcement forensic investigation purposes; (5) directing the alleged victim to refrain from removing clothing, showering, brushing her teeth, or in any other way disturbing or destroying possible forensic evidence; (6) directing the designated PREA Support Person to remain with the alleged victim unless the alleged victim declines such assistance; and (7) making mental health personnel available for consultation with the alleged victim unless the alleged victim declines such assistance and communicates this refusal directly to mental health personnel. If a "strip" (visual) search of the alleged victim is deemed necessary by the facility head or designee for purposes of ensuring the safety of the alleged victim and the security of the facility, the search will be conducted in accordance with all applicable DPS-DAC policies which provide, among other things, that the search be conducted by correctional staff of the same gender as the alleged victim and in a private setting. Only DPS-DAC medical staff, if deemed medical necessary in accordance with DPS-DAC's Health Services policies, will be permitted to conduct non-forensic body cavity searches and internal examinations of the alleged victim. In the event that photography of any portion of an alleged victim's body is deemed necessary by the facility head or designee to document injuries attributed by the alleged victim to a sexual aggressor, those photographs shall be taken by DPS-DAC custody staff of the same gender as the alleged victim and in a private setting. However, any photography or evidence collection performed either by local law enforcement or an outside medical facility will be

undertaken by those entities and personnel according to their own applicable policies and procedures and is beyond the control of DPS-DAC and its employees.

(f) Upon receipt of an allegation of sexual abuse by an inmate at a DPS-DAC facility which houses adult female inmates, the facility head or designee shall take all necessary steps to separate the inmate victim and the alleged aggressor immediately, if possible, by re-assigning the accused aggressor. If the facility head, in consultation with the PREA Support Person, determines that the safety of the inmate victim requires that she be placed in administrative segregation, such segregation shall be administered in accordance with the applicable DPS-DAC policies and procedures for administrative segregation. The Female Command Manager and the PREA Office in Raleigh shall be notified in writing of the use of segregation and the reasons therefor. To the maximum extent possible, the inmate victim while in administrative segregation shall have the same privileges of access to the canteen, telephone, visitation and her property as she was afforded prior to her reporting. In addition, within three business days of the inmate victim's release from administrative segregation: (1) the facility administrator or designee will return the inmate victim to the gain time job assignment the inmate victim had prior to her period of administrative segregation, if available; (2) if, for facility operational reasons, the inmate victim's prior job assignment is unavailable, the facility administrator or designee will place the inmate victim in another gain time job assignment that is at least equal to the prior gain time job assignment; and (3) the facility administrator or designee will notify the Female Command Manager, in writing, that the inmate victim has either been returned to her prior job assignment or placed in an equivalent one. Within three business days of the receipt of the written notification from the facility

administrator or designee, the Female Command Manager or designee will request in writing to the Assistant Chief of Program Services that the inmate victim's gain time be restored. The Female Command Manager or designee will review the changes, if any, in the inmate victim's projected release date to confirm DPS-DAC's compliance with the above provisions. When the inmate is released from segregation, whenever possible she shall be allowed to return to her previously assigned housing unit unless, in the discretion of the facility head, doing so exposes the inmate to an increased risk to her safety and security or the orderly operation of the facility.

(g) The investigation of any reported sexual abuse shall be conducted by a designated PREA Investigator trained in the investigation of sexual abuse against women, as well as PREA standards and other relevant investigatory skills. Interviews of witnesses and the alleged aggressor shall be recorded and the interviews of the inmate shall be recorded if the inmate consents to the recording. Recordings shall be preserved for five years.

(h) If at any point during an investigation, the investigator determines there is credible evidence a crime was committed, the investigator will notify the facility head who will follow the procedures set forth in the DPS-DAC Inmate Sexual Abuse and Harassment Policy with regard to the reporting of allegations to local or state law enforcement authorities.

(i) Prior allegations involving the alleged aggressor shall be considered by the PREA Investigator for reference as relevant in assessing the credibility of the allegations in the instant investigation.

(j) The PREA Investigator will make a determination at the conclusion of each

investigation, based upon the preponderance of all the evidence reviewed by the investigator. The determination will not be deemed “unsubstantiated” merely because the alleged aggressor has resigned or the inmate is transferred or released.

(k) The PREA Investigator shall prepare a written report of the results of the investigation including the evidence and the reasons for the conclusions reached. The report shall be furnished to the facility administrator, the Female Command Manager, and the PREA Office in Raleigh. The report shall be maintained for five years and be available for review by TMG.

(l) The inmate shall be informed by the PREA Support Person of the results of the investigation.

(m) If an allegation of sexual abuse in which a volunteer or contracting agent is the alleged aggressor is received, the volunteer or contracting agent may be removed immediately from any service relationship with DPS-DAC. If an allegation of sexual abuse in which a volunteer or contracting agent is the alleged aggressor is substantiated, the volunteer or contracting agent will be terminated from the relationship with DPS-DAC. If an allegation of sexual abuse against a state employee is substantiated, the investigation report will be forwarded to the facility head who will forward copies of the investigation report to the Female Command Manager and designated officials of DPS-DAC. The facility head will initiate appropriate disciplinary action against the employee under the State Personnel Act after consultation with the Female Command Manager.

(n) An inmate who reports sexual abuse shall be referred to mental health or medical services for evaluation at any time upon her request through the sick call system or through the PREA Support Person.

12. Staff Training

(a) All staff and volunteers working at a DPS-DAC facility housing adult female inmates will receive training in PREA standards, custodial relationships, and undue familiarity at initial orientation and annually thereafter. The training will include gender-specific information on the issues inherent in dealing with a female prison population. The training will emphasize the DPS-DAC zero-tolerance policy on sexual abuse and the consequences of both participating in such abuse and of failing to report sexual abuse of which the staff member or volunteer is aware or has reason to suspect has taken place.

(b) The PREA Support Person at each DPS-DAC facility housing adult female inmates will receive training in the gender specific aspects of a female victim of sexual abuse.

(c) The PREA Investigator at each DPS-DAC facility housing adult female inmates will receive training in interviewing female victims of sexual abuse and in investigating sexual offenses.

(d) To the extent possible under the terms of its contract with DPS-DAC, TMG will provide the training outlined in subsections (a) through (c) above.

13. Inmate Training

(a) All adult female prisoners at a DPS-DAC facility will receive training in PREA standards and DPS-DAC sexual abuse policies at initial orientation and annually thereafter.

(b) Both the initial training and the annual refresher course will include information regarding the inmate's duty to report sexual abuse, and the procedures followed in the investigation of such reports.

(c) Inmates will be informed in both the initial training and the annual refresher course of the prohibitions against retaliation, the responsibilities of the PREA Support Person and the PREA Investigator, and the use of administrative segregation in the course of a PREA investigation.

Modifications

14. All of the items set forth in paragraphs 9-13 of this Order and Agreement have been discussed and negotiated by and among the parties as interim measures which are subject to review and revision upon the safety assessments to be conducted by TMG under its contract with DPS-DAC. If there is any conflict between these interim measures and either PREA standards or other best practices identified by TMG, DPS-DAC compliance with PREA standards and best practices identified by TMG shall be deemed to satisfy the obligations of DPS-DAC under this Order and Agreement.

15. Except as stated in paragraph 14 above, the terms of this Order and Agreement may only be modified by the written consent of the parties or their successors. Any such changes shall be effective when submitted to the Court for entry of a Revised Order and Agreement.

16. By her consent to the terms of this Order and Agreement and the Court's entry thereof, and in consideration for \$24,000 to be paid by DPS-DAC within ten (10) days thereafter, Plaintiff Sandra Etters agrees to a full and complete release of all claims, demands, damages, actions, and causes of action of whatever kind or nature, known or unknown, available to be brought in any forum, and seeking money damages or other relief against the State of North Carolina, DPS-DAC, their employees and agents, Defendants Young, Lancaster, and Harvey, as well as those Defendants' successors and

assigns, for events arising out of or related to alleged incidents of sexual assault during her incarceration at North Carolina Correctional Institution for Women as set forth in the Complaint [D.E. #1] in this action. Plaintiff Sandra Etters further acknowledges that she agrees to the release as described above knowingly, voluntarily, and of her own free will, having had the opportunity to consult with counsel.

COURT ENFORCEMENT

17. This Order and Agreement will remain in effect for the duration of the contract entered into by DPS-DAC and TMG and incorporated as an exhibit hereto or for four years from the date of the execution of that contract, whichever is longer.

18. NCPLS shall have the right to seek court enforcement of this Order and Agreement and DPS-DAC shall not oppose an application by NCPLS to intervene for that purpose.

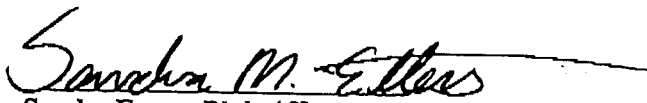
19. Upon execution of this Order and Agreement, it shall be submitted to the Court for entry as an Order of the Court. Upon its entry, Plaintiff's claims against Defendants Young, Lancaster, and Harvey shall be dismissed with prejudice, except that the dismissal shall be without prejudice to the filing by NCPLS of a Motion for Enforcement. The issues before the Court upon such a Motion being filed shall be limited to whether there has been a material breach of the Order and Agreement and, if so, the appropriate enforcement remedy.

20. The parties to this Order and Agreement will bear their own fees and expenses incurred in connection with this matter, including but not limited to, the litigation of the action prior to the commencement of settlement negotiations, the negotiations required to produce a mutually agreeable Order and Agreement for

submission to the Court, and any subsequent efforts by NCPLS to enforce compliance by DPS-DAC with the terms of this Order and Agreement after its entry by the Court.

However, in the event that DPS-DAC terminates the TMG contract without cause, and the provisions in paragraph 8 above are not satisfied, NCPLS does not waive its right to seek reasonable attorneys' fees and costs for successful enforcement of this Order and Agreement, specifically pertaining to the work remaining on the TMG contract at the time of termination, and DPS-DAC, on behalf of the Defendants, reserves its right to oppose any such petition for fees and costs.

AGREED AND STIPULATED:

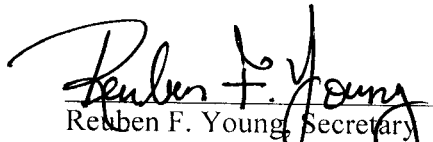

Sandra Etters, Plaintiff

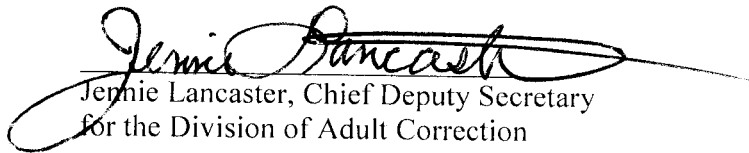
/s/ Michele Luecking-Sunman
Michele Luecking-Sunman
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/s/ Elizabeth Albiston
Elizabeth Albiston
N.C. Bar No. 36585
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/s/ J. Phillip Griffin
J. Phillip Griffin
N.C. Bar No. 14436
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North Carolina Prisoner Legal Services, Inc.
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(919) 856-2200
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North Carolina Department of Public Safety


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/s/ Kimberly Grande
Kimberly Grande
Special Counsel
N.C. Bar No. 40708
Telephone: (919) 716-6567
E-Mail: kgrande@ncdoj.gov

Attorneys for Defendants Lancaster, Young, Harvey.

APPROVED AND ORDERED,

This the ____ day of May, 2012.

Judge United States District Court

EXHIBIT 1



North Carolina Department of Administration

Beverly Perdue, Governor
Moses Carey, Jr., Secretary

Division of Purchase & Contract
William Sam Byassee, State Purchasing Officer

Memorandum

To: Sundé McCann, Purchasing Agent
Department of Public Safety

From: Sam Byassee, State Purchasing Officer

Re: Approval of Sole Source Procurement

Date: 18 May 2012

A handwritten signature in black ink, appearing to read "Sam", with a long horizontal line extending to the right.

This Memorandum will approve the procurement of The Moss Group, pursuant to the terms of a Settlement Agreement entered to resolve certain litigation (10 CvS 16676, 10 CvS 19019 and 5:09-CT-3187-D). The Moss Group, Inc. will provide training plans and assessments for DPS personnel and post-settlement monitoring of DPS facilities. These services are to be provided from June 1, 2012 through November 30, 2016, at a cost not to exceed \$582,632.00.

Approval is granted pursuant to 01 NCAC 05B.1401, where the particular service is needed for training and developmental work.

cc: Drew Harbinson, Director of Purchasing and Logistics

Mailing Address:
1305 Mail Service Center
Raleigh, NC 27699-1305

Internet Home Page: www.ncpandc.gov
Phone: 919-807-4500

Location Address:
116 West Jones Street
Raleigh, NC 27603-8002

An Equal Opportunity / Affirmative Action Employer

Revised 4/11/2011



North Carolina Department of Public Safety
Prevent. Protect. Prepare.

Beverly Eaves Perdue, Governor

Reuben F. Young, Secretary

May 17, 2012

TO: William Sam Byassee, State Purchasing Officer
Division of Purchase and Contract
Department of Administration

FROM: Sunde' McCann, Purchasing Agent *SM*
Purchasing and Logistics
Department of Public Safety

SUBJECT: Memorandum of Agreement – Enhancing Sexual Safety in North Carolina's Women's Prisons

In accordance with the partial conditions of settlement negotiations between the North Carolina Department of Public Safety (NCDPS) and the North Carolina Prisoners Legal Services (NCPLS), (*Crowe v. NCDOS, et al.* and *Strange v. NCDOS et al.*), a Memorandum of Agreement has been drawn up between The Moss Group, Inc and NCDPS. The Memorandum of Agreement details the strategies The Moss Group, Inc will take to enhance sexual safety in North Carolina women's prisons.

Therefore, NCDPS Purchasing and Logistics requests approval to award a contract to The Moss Group, Inc for a total cost of \$582,623.00. The contract start date will be June 1, 2012 and the end date will be November 30, 2016.

All documentation is included for your review. Should you have any questions or need additional information, please do not hesitate to contact me at sunde.mccann@ncdps.gov or call me at 743-8213.

MAILING ADDRESS:
4227 Mail Service Center
Raleigh, NC 27603-4227
Telephone: (919) 743-8141



OFFICE LOCATION:
3030 Hammond Business Pl
Raleigh, NC 27603-3030
Fax: (919) 715-3731

www.ncdps.gov

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NORTH CAROLINA PRISONER LEGAL SERVICES, INC.

Post Office Box 25397
Raleigh, North Carolina 27611
1110 Wake Forest Rd., Raleigh, NC 27604
(919) 856-2200
Facsimile Transmission (919) 856-2223

April 13, 2012

Joseph Finarelli
Special Deputy Attorney General
Correction Section
N.C. Department of Justice
P.O. Box 629
Raleigh, NC 27602-0629

RE: *Crowe v. NCDOC, et al.*, 10 CVS 16676
Strange v. NCDOC, et al., 10 CVS 19019
Etters et al. v. Secretary Boyd Bennett et al., No. 5:09-CT-3187-D

Dear Mr. Finarelli,

Following our mediation in *Crowe v. NCDOC, et al.* and *Strange v. NCDOC et al.* on October 11, 2011, North Carolina Prisoner Legal Services, Inc. (NCPLS) proposed that The Moss Group monitor any agreed upon settlement in those cases. After further discussion and mediations involving all parties and agreed upon terms in both *Crowe* and *Strange* as well as *Etters et al. v. Secretary Boyd Bennett et al.*, NCPLS agrees to post-settlement monitoring by The Moss Group. Please contact me if any additional information is required.

Sincerely,

Michele R. Luecking-Sunman
Staff Attorney

MEMORANDUM OF AGREEMENT
N.C. DEPARTMENT OF PUBLIC SAFETY
AND
THE MOSS GROUP, INC

THIS AGREEMENT is entered into between the **North Carolina Department of Public Safety, Adult Correction**, hereinafter referred to as the **"Department"**, and **The Moss Group, Inc**, hereinafter referred to as the **"Contractor"**, for the purchase of services described herein. These services were developed to satisfy requirements by both the Department and the North Carolina Prisoner Legal Services (NCPLS), in reaching a settlement agreement and in addressing the prevention, detection, and sanctioning of sexual abuse in North Carolina's women's prisons.

Subject to the satisfactory performance and the continued availability of funds, this AGREEMENT shall be effective June 1, 2012 through November 30, 2016, unless terminated sooner in accordance with this AGREEMENT.

WITNESSETH:

THAT WHEREAS, the parties have entered into a verbal agreement for the purchase of said services and hereby desire to reduce the terms of their agreement to writing:

NOW THEREFORE, in consideration of the mutual promises contained herein, the Department and the Contractor agree as follows:

I. ASSUMPTIONS

- A. All activity shall be guided by the PREA standards, when made available by the US Attorney General in spring of 2012.
- B. Strategies employed by the Contractor shall be consistent with key concerns addressed in the settlement discussions between the Department and NCPLS.
- C. Lessons learned in working with the Department women's facilities shall be reported to the agency leadership for consideration for relevant implementation in men's facilities
- D. Recommendations shall be consistent with gender responsive practices, evidence based practice, current work available from national resources, legal considerations, and the final PREA standards.

II. THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES:

- A. Project Monitor Visits. This shall consist of Project Monitor on-site visits at the facilities as well as the central office, and shall consist of interviews, observations, meetings, strategic planning and review of progress.

Deliverable: Documentation in quarterly reports confirming implementation project status of agreed upon strategies and components of the settlement agreement.

- B. Pre-Assessment Facility Tours and Comprehensive Document Review. This shall consist of a pre-assessment tour conducted at the Fountain Correctional Center for Women and the Southern Correctional Institution by the Project Monitor. A tour of the North Carolina Correctional Institution for Women by the Project Monitor, NCPLS and a Department representative. The Contractor shall also conduct a comprehensive document review and provide ongoing support and consultation in improvement of existing policy.

Deliverables: Pre-assessment facility tours, Executive report documenting observations and action items upon completion of the document review process for inclusion in the quarterly report, Mapping the reporting process and investigations process, and Periodic review and coaching of relevant policy directives consistent with the PREA and gender responsive practice.

- C. Conduct Facility Sexual Safety Assessments at Women's Facilities. This shall consist of a combination of off-site and on-site work.

Deliverable: A report with an executive summary highlighting systemic issues as it relates to women services and sexual safety, as well as facility-specific observations and recommendations.

- D. Facilitate Action Planning for the Department's Female Command. This shall consist of developing a female command action plan as it relates to the Prison Rape Elimination Act (PREA) compliance and sexual safety, reviewing and confirming the progress of the stated outcomes for each goal/initiative of the action plan, accessing subject matter experts in specialized areas of practice, modifying the action plan if necessary to ensure stated goals and outcomes are reached, and providing coaching in areas of expertise.

Deliverables: Female command action plan as it relates to PREA and sexual safety, Resource identification, Progress reports, and Coaching.

- E. Training and Technical Assistance. This shall consist of identifying areas in which training and technical assistance shall enhance sexual safety in the facilities.

Deliverables: Delivery of PREA Investigations Training, Document recommendations upon reviewing training materials, and Delivery of four additional trainings within the first 24 months of the project.

- F. Project Management and Coordination. This shall consist of the development of a communication plan among the Department, the Contractor and NCPLS, quarterly reports, facility-specific action plan support, and the development and reproduction of training curriculum.

Deliverables: Flowchart mapping the communication plan among the Department, the Contractor and NCPLS, Quarterly reports, 18 total, and Training curriculum/participant manuals.

Please see Attachment 2 for a detailed description of the Contractor's Scope of Services.

III. REIMBURSEMENT

A. The Department shall pay the Contractor an amount not to exceed \$582,623.00.

- i. **Section II, A.** - Expected Distribution: \$108,609.00
- ii. **Section II, B.** - Expected Distribution: \$44,932.00
- iii. **Section II, C.** - Expected Distribution: \$113,095.00
- iv. **Section II, D.** - Expected Distribution: \$83,099.00
- v. **Section II, E.** - Expected Distribution: \$81,785.00
- vi. **Section II, F.** - Expected Distribution: \$54,000.00

B. Payment shall be submitted to the Contractor after receipt of completed and documented invoices, within 30 days after receipt of invoices.

C. Invoices shall be submitted to the following address:

NC Department of Public Safety
Accounts Payable
2020 Yonkers Rd
4220 MSC
Raleigh, NC 27699-4220

D. Payments to the Contractor shall be mailed to the following "Remit To" address:

The Moss Group, Inc
ATTN: Ms. Anadora Moss
1312 Pennsylvania Ave, SE
Washington, DC 20002

E. The price stated in this MOA shall include all materials, labor, overhead and transportation needed to meet the scope of services.

IV. CONTRACT ADMINISTRATION:

Sunde' McCann, Purchasing Agent, Purchasing and Logistics, N.C. Department of Public Safety, 3030 Hammond Business Place, Raleigh, NC 27603, (919) 743-8213, is designated as the Contract Administrator for the Department, with responsibility for all matters relating to this Agreement.

Ms. Anadora Moss, is designated as the Contract Administrator for the Contractor, with responsibilities for all matters relating to this AGREEMENT.

IV. **NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS:**

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina , where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
5. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.
6. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of five years following completion of the contract.
7. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority , the State may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
8. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
9. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

10. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the agency, or the name of the State of North Carolina as part of any commercial advertising.

11. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

12. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor.

13. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

14. **TERMINATION:** This AGREEMENT may be terminated:

- By either party upon at least thirty (30) days' written notice to the other party; Contractor agrees to perform the AGREEMENT for a thirty (30) day period beyond the cancellation date of the AGREEMENT in the event the Department is not able to find another contractor to perform the same services. The Department will continue to reimburse the Contractor according to the rates specified in the AGREEMENT.
- By either party immediately for cause; or,
- By either party pursuant to Availability of Funds.

In the event of termination prior to the expiration date, the Department shall reimburse the Contractor for work performed through the date of termination per the terms of this AGREEMENT.

15. **DRUG/ALCOHOL POLICY:** The Contractor shall use reasonable and good faith efforts to ensure that employees/staff are aware of the Department's Alcohol/Drug Free Work Place Policy. The Contractor understands that its employees/staff are required to abide by these standards. The Contractor further understands that possession, use, manufacture, or distribution of illegal drugs or alcohol by its employees/staff in violation of this policy shall result in immediate termination of this AGREEMENT for cause. A copy of the policy is included as Attachment 1 to this AGREEMENT.

16. **ACCOUNTABILITY:** Employees of other public and private organizations providing a service to the agency are accountable to the North Carolina Department of Public Safety (DPS) Departmental Purchasing Contract Administrator and the facility head or designee of the program in which they work. The facility head or designee shall report all non-compliance issues in writing to the North Carolina DPS Departmental Purchasing Contract Administrator. The North Carolina DPS Departmental Purchasing Contract Administrator shall work with the employee of the public or private organization providing the service in order to bring performance up to expectations or terminate services if the conditions justify.
17. **By Executive Order 24**, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Office of the Governor and Governor's Cabinet Agencies (i.e., Administration, Commerce, Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
- (1) have a contract with a governmental agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32. Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

18. **PREA:** The Department of Public Safety has zero-tolerance for behavior with offenders that is unduly familiar or sexually abusive. Departmental staff, correctional agents, agency vendors, contractors, subcontractors associated with a contract, and volunteers are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with offenders. Conversation and conduct with offenders is to be professional at all times. Sexual acts between an offender and departmental staff, correctional agents, agency vendors and volunteers violates the federal Prison Rape Elimination Act of 2003 (PREA) and is punishable as a Class E felony in North Carolina. Under North Carolina and federal law an offender CAN NOT consent to engage in sexual activity with departmental staff, correctional agents, agency vendors, volunteers, contractors, and subcontractors associated with a contract and all such activity legally is against the will of the offender- no matter what the offender says. Additionally, it is a criminal offense for any person to sell or give any inmate any intoxicating drink, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician, or to convey to or from an inmate any letters or oral messages or any instrument or weapon by which to effect an escape, or that will aid in an assault or insurrection, or to trade with an inmate for clothing or stolen goods or to sell an inmate any article forbidden by prison rules.

"It is important to remember that if a report of any incidents of unduly familiar and sexual abuse is made, as a valued agent of this department, you have a duty to report this information immediately to your contact person with the Agency, the Division Director's office, or by email to the Office of PREA Administration at prea@ncdps.gov. By signing this contract you acknowledge that you, your employees and subcontractors, understand and will abide by this policy as outlined above."

19. **NON-DISCLOSURE/INFORMATION SECURITY:** The State may, in its sole discretion, provide a non-disclosure agreement and/or an Information Security Policies Acknowledgement Form satisfactory to the State for Vendor's execution. The State may exercise its rights under this paragraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes.

XII. EXECUTION OF AGREEMENT:

By executing this agreement, I certify that this agreement is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

Failure to execute/sign bid prior to submittal shall render this AGREEMENT invalid.

CONTRACTOR: <i>THE MOSS GROUP, INC.</i>		FEDERAL ID OR SOCIAL SECURITY NO. <i>30 0079 487</i>	
PHYSICAL STREET ADDRESS: <i>1312 PENNSYLVANIA AVE, SE</i>		P.O. BOX:	ZIP:
CITY & STATE & ZIP: <i>WASHINGTON, DC. 20003</i>		TELEPHONE NUMBER <i>202 546 4747</i>	TOLL FREE TEL. NO. (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE:			
TYPE OR PRINT NAME & TITLE OF CONTRACT ADMINISTRATOR: <i>ANADORA SANDIE MOSS, PRESIDENT</i>		FAX NUMBER: <i>202 546 1047</i>	
AUTHORIZED SIGNATURE: <i>Anadora Moss</i>	DATE: <i>5/16/12</i>	E-MAIL: <i>amoss@mossgroup.us</i>	

If any or all parts of this AGREEMENT are accepted, an authorized representative of Department of Public Safety shall affix their signature hereto and this document and the provisions of the Instructions to Contractors, special terms and conditions specific to this AGREEMENT, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this AGREEMENT will be forwarded to the Contractor(s).

FOR NC DEPARTMENT OF PUBLIC SAFETY USE ONLY	
Offer accepted on this <u>16</u> day of <u>May</u> , 20 <u>12</u> , as indicated on attached certification or purchase order,	
By <u>Reuben F. Young</u>	Reuben Young, Secretary, NC Department of Public Safety

FOR NC DEPARTMENT OF PUBLIC SAFETY USE ONLY	
Offer accepted on this <u>16</u> day of <u>May</u> , 20 <u>12</u> , as indicated on attached certification or purchase order,	
By <u>Linda McAnn</u>	(Authorized representative of the NC Department of Public Safety)

ATTACHMENT 1

ALCOHOL/DRUG-FREE WORK PLACE POLICY

POLICY

It is the policy of the Department of Public Safety to provide a work environment free of alcohol and drugs in order to ensure the safety and well being of employees, correctional clientele, and the general public. All employees of the Department of Public Safety, including permanent full-time, trainee, permanent part-time, permanent hourly, probationary, and temporary shall abide by this policy.

PURPOSE

This document is intended to advise managers and employees of the guidelines of an alcohol/drug free work place, and to set out the penalties for violation(s) of the guidelines.

PROCEDURES/OPERATIONAL GUIDELINES

All employees of the Department of Public Safety are expected to be physically and mentally prepared and able to perform their assigned duties throughout the workday. No employee shall report to the work site impaired by or suffering from the effects of drugs or alcohol.

Individuals reporting for work under the influence or the effects of alcohol and/or drugs shall be issued discipline, up to and including dismissal, consistent with the policy governing personal conduct.

No employee shall manufacture, distribute, or dispense controlled substances (drugs/alcohol) at the work site or away from the work site. No employee shall use "across the counter" medication to the point of impairment while at the work site, or in any situation which may bring discredit to the Department. Use or abuse shall be viewed as personal misconduct and shall be cause for immediate disciplinary action up to and including dismissal.

Possession of an illegal substance in any situation, at work or away from the work site shall be cause for discipline. Possession of controlled substances, i.e. Prescription medication or alcohol, must be in compliance with existing laws. Violations will result in discipline up to and including dismissal based on personal misconduct.

Employees who are arrested, detained, or served a warrant for any alcohol/drug related incident, at the work site or away from the work site have 24 hours to file a written report of the situation with the work unit supervisor/manager, i.e. Warden, Superintendent, Branch Manager. The work unit supervisor/manager shall make a recommendation for appropriate disciplinary action based on the facts of the case after conducting a thorough investigation.

If sufficient facts cannot be obtained due to pending litigation, the work unit supervisor/manager shall request, in writing, that any recommendation for disciplinary action be delayed until the court has disposed of the matter. Once the legal proceedings have been completed, the employee shall furnish a certified copy of the court disposition within 48 hours of the judgment. The recommendation for discipline shall be made at this time, if not previously addressed.

Any conviction of a drug or alcohol related offense, which occurred at the work site, shall be reported to the federal government by the Personnel Office; therefore, such offenses shall be reported to the Personnel Office by the appropriate manager so that the Personnel Office may comply with the requirement.

The Department of Public Safety utilizes the State Employee Assistance Program (EAP) administered through the Office of State Personnel. The EAP provides employees with a comprehensive referral service to aid in coping with or overcoming personal problems, including drug and alcohol problems. Consultants with the State EAP will provide managerial/supervisory training and coordinate employee orientation.

Attachment 2

The Moss Group, Inc.

**Proposed Services for the North Carolina Department of Public
Safety, Adult Correction**

Enhancing Sexual Safety in North Carolina's Women's Prisons

*Submitted by The Moss Group, Inc. to meet the partial conditions of settlement negotiations between
the North Carolina Department of Public Safety and the
North Carolina Prisoners Legal Services*

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SCOPE OF SERVICES:

The Moss Group, Inc. (TMG) submits the following proposal in response to a meeting held on February 7, 2012 with the North Carolina Department of Public Safety (NCDPS) and the North Carolina Prisoner Legal Services (NCPLS). The following proposed strategies were developed to satisfy requirements by both NCPLS and NCDPS in reaching a settlement agreement and in addressing the prevention, detection, and sanctioning of sexual abuse in North Carolina's women's prisons. The timeframe proposed for implementing the services outlined below is four and a half years. A proposed timeline is attached as Appendix A. The strategies incorporate the applicable "Proposed Changes to Reduce Staff Sexual Misconduct" proposed by NCPLS and responded to by NCDPS.

The role of The Moss Group will be to:		
Ensure a systemic approach to a gender responsive model in addressing sexual safety in the NCDPS women's facilities.	Provide for a temporary, four and a half year structure to ensure implementation and accountability for compliance with gender responsive and evidence based practice consistent with the PREA and sexual safety in women's facilities.	Provide for quarterly reporting processes to measure progress and indentify level of complinace with agreed on action plans.

The women's facilities under consideration for this project include: North Carolina Correctional Institution for Women (NCCIW), Fountain Correctional Center for Women (FCCW), and Southern Correctional Institution (SCI). The extent to which TMG works with each facility will vary, with specific focus on NCCIW as requested by NCDPS and NCPLS. However, the agency leadership, NCPLS and TMG understand that a systemic approach is necessary to institutionalize culture change across the system and create greater sexual safety for all women offenders consistent with the Department's zero tolerance policy and the NCDPS leadership's commitment to full compliance with the Prison Rape Elimination Act.

Assumptions:

- All activity will be guided by the PREA standards, when made available by the U. S. Attorney General in spring of 2012.
- Strategies employed by The Moss Group team will be consistent with key concerns addressed in the settlement discussions between NCDPS and NCPLS
- Lessons learned in working with the NCDPS women's facilities will be reported to the agency leadership for consideration for relevant implementation in men's facilities
- Recommendations will be consistent with gender responsive practices, evidence based practice, current work available from national resources, legal considerations, and the final Prison Rape Elimination Act standards.

PROPOSED STRATEGIES:

1. Project Monitor Visits
2. Pre-Assessment Facility Tours & Comprehensive Document Review
3. Facility Sexual Safety Assessments at Three Women's Facilities
4. Action Planning (Facility and Agency-Level)
5. Training and Technical Assistance
6. Project Management and Coordination

Strategy 1: Project Monitor Visits

TMG proposes quarterly project monitor visits for the first two years and semiannual visits for the remaining two and a half years. The Project Monitor will be Andie Moss. When appropriate, a subject matter expert may accompany Ms. Moss on her quarterly visit to provide for specific consultation, i.e. clinical, classification. The function of the Project Monitor is to measure progress on agreed upon action plan items. The Project Monitor site visits will include on-site time at the facilities as well as central office, and will consist of interviews, observations, meetings, strategic planning and review of progress. For the first year, Project Monitor visits will be made to all facilities and the site visits will continue to include minimally on-site time at NCCIW. The length and location of additional sites visited during Project Monitor visits will be determined on an as-needed basis, dependent upon the work and status of strategy implementation. Any documentation, observations or next steps resulting from the Project Monitor visits will be documented in the quarterly reports. *For more information on the quarterly reports please see Strategy 6: Project Management and Coordination.*

Deliverable: Documentation in quarterly reports confirming implementation project status of agreed upon strategies and components of the settlement agreement.

Cost= \$108,609

Strategy 2: Pre-Assessment Facility Tours and Comprehensive Document Review

TMG proposes a facility tour at NCCIW. The tour will serve to inform the document review process, orient facility staff to the initiative, and provide an initial understanding of the layout and operations of the facility. Each component of this strategy is further described below:

- **Pre-Assessment Facility Tour**

As agreed upon in the February 7 meeting, NCPLS and Department representatives will join TMG on the facility tour of NCCIW. The Project Monitor will also tour SCI and FCCW during one of the initial quarterly visits. The on-site visit to NCCIW will provide the

opportunity to introduce the Project Monitor to the facility management team and allow for open discussion with facility staff, NCPLS representatives and departmental leadership. TMG recommends the NCCIW tour be hosted by the Female Command Manager, Annie Harvey.

- Agency Document Review

TMG will conduct a comprehensive document review (a continuation of the work completed in the personal services contract) providing a foundation of understanding for much of the subsequent work. For this process, TMG utilizes internal staff and one to two additional subject matter experts in specialized areas of best practice in the management of women offenders, i.e. classification, clinical expertise. Consultants will review relevant documents contained in the CD provided by NCDPS and request additional documents as needed throughout the life of the project. The document review will be conducted for analysis of compliance with PREA, accepted national practices, research and evidence based practice in working with women offenders as it relates to sexual safety, and a review of relevant (to sexual safety) patterns in operational and management practice, particularly at NCCIW. This initial document review will also focus on the reporting and investigative policies and procedures available to staff and inmates, to include mapping the reporting and investigations process with preliminary documentation of gaps. The comprehensive document review process also provides TMG with the opportunity to understand agency-wide policy and procedures that will inform the facility assessments and assessment protocol customization.

- Policy Review and Consultation

TMG will provide ongoing support and consultation in improvement of existing policy to help NCDPS reach PREA compliance in the facilities housing women offenders. This work includes comprehensive policy review with suggested revisions and recommendations, documenting any implications for the male facilities, as well as the

provision of a subject matter expert who will provide expertise, coaching, and review policy revisions made by NCDPS.

Deliverables:

- (1) Pre-assessment facility tours,
- (2) Executive report documenting observations and action items upon completion of the document review process for inclusion in the quarterly report,
- (3) Mapping the reporting process and investigations process, and
- (4) Periodic review and coaching of relevant policy directives consistent with the PREA and gender responsive practice

Cost= \$44, 932

Strategy 3: Conduct Facility Sexual Safety Assessments at Women's Facilities

Facility Sexual Safety Assessments are intended to identify areas where policy, practice and staff/inmate culture either enhance or hinder sexual safety for inmates. TMG has shaped and refined the assessment protocol through extensive practitioner experience, standards of practice, and knowledge of organizational culture and subculture dynamics. In the protocol customized for this project, the assessment model will be informed by the PREA standards; the "Proposed Changes to Reduce Staff Sexual Misconduct" developed by NCPLS; gender-responsive and evidence-based practice; and standards of practice.

The assessment process consists of a combination of off-site and on-site work:

Please note that the tasks related to the off-site work will be coordinated with the earlier document review tasks related to the settlement and the review of system level policy in preparation for specific facility assessments. The tasks described below allow for any facility specific review of documentation not previously completed.

- Off-site work includes a review of facility-specific documentation, designed to allow the team to gain an understanding of the facility, its operations, and any presenting issues of which the team needs to be aware before they arrive on-site. This preparatory activity allows for the best use of time while on-site as the assessment team is able to focus their time on day-to-day management and operations impacting sexual safety. TMG will utilize the CD provided by NCDPS to continue reviewing relevant documents, but may request additional facility specific materials as needed.
- On-Site Work includes: Evaluation of Structures/Operational Practice; Staff Survey and Focus Groups; Inmate Safety Scales Survey; and On-Site Debriefings

- On-site Work: Evaluation of Structures

While on-site, the assessment team will evaluate the formal structures (e.g., policies, procedures, and the mission of the facility) as well as the informal elements of the culture (e.g., the values, beliefs, and perceptions of sexual safety of both staff and inmates). During this analysis, the team will: (1) examine the communication practices between staff working in various capacities in the facility, including custody and non-custody staff, contractors, and volunteers, and the perceptions of sexual safety and alignment to the agency and facility; (2) determine the staff's commitment to the agency's program, mission, and treatment model for women offenders as it relates to sexual safety; (3) observe facility operational practices relevant to sexual safety; (4) review gaps in PREA compliance; and (5) determine inmate and staff perceptions of sexual safety and reporting practices. The assessment team will visit all three shifts during their assessment, ensuring that the

assessment team has an opportunity to gain information and access to the full operations of the facility.

- o On-site Work: Staff Survey and Focus Groups

TMG protocol for conducting assessments of this nature involves the utilization of staff surveys, and staff and inmate focus groups. Staff surveys are designed to collect quantitative data related to perceptions of sexual safety to augment the qualitative data collected over the course of the assessment. This tool assists TMG in identifying trends and perspectives of staff related to sexual safety at the facility level.

Both staff and inmate focus groups are organized with specific questions developed by TMG, and help the assessment team confirm attitudes and views related to sexual safety as well as confirm how particular policies and procedures are implemented.

- o On-site Work: Inmate Safety Scales Survey (pre- and post-survey)

An inmate survey tool has recently been developed by Dr. James Wells and Dr. Barbara Owen through National Institute of Corrections (NIC) and National Institute of Justice (NIJ) funding. The purpose of the survey is to collect data around inmate perceptions of their own safety specific to their housing unit and their facility. TMG proposes using this survey as one indicator to help inform NCDPS' strategies. TMG recommends administering the survey prior to the implementation of strategies so as to establish a baseline of inmate perceptions of safety in their housing units. TMG will then administer the same survey at each of the facilities at the three and a half year mark of the project, documenting any shifts in culture and perceptions.

- o On-site Work: Debriefing

At the conclusion of the assessment, the team will provide a debriefing with preliminary feedback to the facility management team. The debriefing/closeout will highlight the facility's strengths, challenges, and opportunities for addressing the sexual safety of inmates. The closeout sessions include preliminary observations and a chance to review the initial observations of the consultant team with the facility

management team. We recommend that the Female Command manager attend the close out meetings.

- o Off-Site Work: Report Writing

At the conclusion of all three facility assessment, the assessment team will complete a facility report highlighting themes, observations and recommendations as they relate to sexual safety. The report will be sent in draft to the facility heads to provide any factual corrections (i.e. population count, name of specific program, organizational structure, policy directive). Following review by the facility heads, the report will be finalized. The results of the pre-assessment Inmate Safety Scales Survey will be included in the facility report.

Once the facility assessments and comprehensive agency document review has been completed, an executive summary will be completed, providing insight into systemic issues in the management of women offenders.

The total cost for this strategy assumes facility assessments will be conducted at NCCIW, FCCW, and SCI.

Deliverables:

(1) A report with an executive summary highlighting systemic issues as it relates to women services and sexual safety, as well as facility-specific observations and recommendations.

Cost = \$113,095

Strategy 4: Facilitate Action Planning for NCDPS' Female Command

TMG proposes supporting NCDPS in prioritizing next steps toward PREA compliance and simultaneously developing a framework to confirm the progress of NCDPS' women facilities. The action plan will be informed by the data gathered in the facility sexual safety assessments as well as preliminary discussions and concerns raised by the parties, and will include strategies

for full PREA Compliance, a Training Plan for Women's Services, and recommendations for additional federal or local resources to enhance the agency's approach to sexual safety. The Moss Group will assist NCDPS in:

- Developing a female command action plan as it related to PREA compliance and sexual safety.
- Reviewing and confirming the progress of the stated outcomes for each goal/initiative under the action plan.
- Accessing subject matter experts in specialized areas of practice (i.e., classification, case management, investigative practice, mental health, and women offenders) to meet the goals and outcomes of the action plan under the scope of the project and allotted consultant days or by assisting the agency in identifying available federal resources.
- Modifying the action plan if necessary to ensure stated goals and outcomes are reached.
- Providing coaching in areas of expertise.

Deliverables:

- (1) Female command action plan as it relates to PREA and sexual safety
- (2) Resource identification
- (3) Progress reports (see strategy 1)
- (4) Coaching

Cost = \$83,099

Strategy 5: Training and Technical Assistance

Through the facility assessments and action plan development, TMG and NCDPS will identify areas in which training and technical assistance will enhance sexual safety in the facilities. TMG will work with NCDPS's PREA Coordinator, Charlotte Jordan-Williams, to assess PREA-related training available to staff and inmates, and note areas that could be enhanced in future trainings. In addition to reviewing training curricula, TMG will provide some of the identified

training, and help identify national resources that could be utilized to provide future training at minimal cost to the agency. TMG proposes delivering one specialized training and one training-for-trainers each year for the first two years of the project with an awareness of a more urgent need in the earlier stages of the project. This does not include the investigations training described in detail below.

The NCDPS Adult Corrections PREA Coordinator has been active in developing and providing a number of trainings for personnel responsible for PREA Investigations. The Moss Group will review all previous trainings, evaluate the investigative process and recommend additional training and technical assistance to enhance the reporting process of sexual abuse and the investigative response at all levels. Specialized training of investigators is explicitly required under the draft PREA Standards and is anticipated in the final promulgation of National Standards. TMG will immediately provide training and technical assistance support to the agency in all aspects of the investigative and reporting process. Areas of additional training needs will be identified after a full review of recent training opportunities offered by the PREA office. TMG investigative training offerings are grounded in adult learning theory and utilize blended learning techniques. Our training will meet the requirements of the PREA Standards. We suggest our training design and delivery be accomplished by working closely with the PREA Coordinator and facility PREA Support staff to ensure a coordinated response between facility and central office management.

Deliverables:

- (1) Delivery of PREA Investigations Training (specialized training),
- (2) Document recommendations upon reviewing training materials (related to sexual safety and women offenders),
- (3) Delivery of four additional trainings within the first 24 months of the project.

Cost = \$81,785

Strategy 6: Project Management and Coordination

This strategy accounts for the TMG staff and consultant time necessary to develop a communication plan among stakeholders, develop quarterly reports, organize logistics, communicate with consultants, manage the multiple strategies, ensure timelines and deliverables are met, and other administrative and project support needed to effectively complete the project. Some major components of strategy six are below:

- Develop Communication Plan among Stakeholders (NCDPS, NCPLS and TMG)

TMG proposes immediately developing a communication plan following a settlement agreement by NCDPS and NCPLS. In past projects of this nature, TMG has found that a strong communication plan is a critical first step when multiple stakeholders are invested in the work. TMG will develop additional communication strategies based on facility work plans to include coaching and project management assistance. This communication plan will ensure that all parties are informed of the progress of the project and will allow for constructive discussions if challenges arise. This strategy is specifically designed to ensure clarity in the roles between TMG, agency leadership, the Attorney General's office, and NCPLS. Activity under the communication plan will include quarterly reports.

- Quarterly Reports

TMG will complete quarterly reports highlighting progress, challenges, and anticipated next steps. The quarterly reports will be submitted simultaneously to NCDPS and NCPLS. When applicable, the quarterly reports will also include reports and documentation of activities including a document review report, training review report, mapping of the reporting process, etc.

- Facility-specific Action Plan Support
- Development and reproduction of training curriculum

The Moss Group, Inc.

Deliverables:

- (1) Flowchart mapping the communication plan among stakeholders
- (2) Quarterly reports, 18 total
- (3) Training curriculum/participant manuals

Cost= \$54,000

Total Cost of Project: \$582,623

Appendix A

Proposed Project Timeline

The Moss Group, Inc.

Quarters	Strategy 1: Project Monitor Visits	Strategy 2: Pre-Assessment Facility Tours and Document Review	Strategy 3: Facility Sexual Safety Assessments	Strategy 4: Facilitate Action Planning	Strategy 5: Training and Technical Assistance	Strategy 6: Project Management and Coordination
1	Project Monitor Visit	Pre-Assessment Facility Tour at NCCIW- Begin Document Review			Begin review of training materials in collaboration with PREA Coordinator (document in quarterly report)	Quarterly Report/flow- chart mapping communication plan among stakeholders for this project
2	Project Monitor Visit/Tour of SCI and/or FCCW	Provide Executive Report documenting observations and recommendations from the document review (attached to quarterly report) and map the reporting and investigative process	Pre-assessment document review/ Conduct Inmate Safety Scales pre-assessment Survey		Deliver Investigation Training/ coordinated response with PREA Support Staff	Quarterly Report / refine investigations curriculum/provide support in preparation for facility assessments/Coordinate Logistics for project monitor visit
3	Project Monitor Visit/Tour of SCI and/or FCCW		Conduct Facility Assessments (3)		Deliver Specialized Training or T4T	Quarterly Report/provide facility assessment support/ training curriculum development/Coordinate Logistics for project monitor visit
4	Project Monitor Visit	Periodic consultation and coaching for policy development	Develop Final Report with executive summary noting systemic issues	Facilitate Action planning	Deliver Specialized Training or T4T	Quarterly Report /Coordinate Logistics for project monitor visit
5	Project Monitor Visit			Review/Confirm action plan		Quarterly Report/Coordinate Logistics for project monitor visit
6	Project Monitor Visit			Review/Confirm action plan	Deliver Specialized Training or T4T	Quarterly Report/training curriculum development /Coordinate Logistics for project monitor visit
7	Project Monitor Visit	Periodic consultation and coaching for policy development		Review/Confirm action plan		Quarterly Report/Coordinate Logistics for project

Appendix A

Proposed Project Timeline

The Moss Group, Inc.

						monitor visit
8	Project Monitor Visit			Review/Confirm action plan	Deliver Specialized Training or T4T	Quarterly Report /training curriculum development/Coordinate Logistics for project monitor visit
9				Review/Confirm action plan		Quarterly Report
10	Project Monitor Visit			Review/Confirm action plan		Quarterly Report/coordinate logistics for Project Monitor Visit
11		Periodic consultation and coaching for policy development		Review/Confirm action plan		Quarterly Report
12	Project Monitor Visit			Review/Confirm action plan		Quarterly Report/Coordinate Logistics for project monitor visit
13				Review/Confirm action plan		Quarterly Report
14	Project Monitor Visit		Conduct Inmate Safety Scales post-survey/provide report and analysis (attached to quarterly report)	Review/Confirm action plan		Quarterly Report /Coordinate Logistics for project monitor visit
15		Periodic consultation and coaching for policy development		Review/Confirm action plan		Quarterly Report
16	Project Monitor Visit			Review/Confirm action plan		Quarterly Report /Coordinate Logistics for project monitor visit
17				Review/Confirm action plan		Quarterly Report
18	Project Monitor Visit			Review/Confirm action plan		Quarterly Report /Coordinate Logistics for project monitor visit