

APPENDIX L

Recidivism Monitoring

Recidivism Monitoring

At a minimum, facilities operated by selected contractors must maintain a baseline rate of recidivism. Facilities reducing recidivism rates below the baseline recidivism range will be eligible to receive a price increase during the subsequent one year period of the contract. Facilities demonstrating recidivism rates above the baseline recidivism range will receive a warning for the first period above the acceptable recidivism range. For a second consecutive period above the acceptable recidivism range, the DOC may elect to declare the contractor in default of the contract and terminate the contract for cause.

Baseline recidivism rates will be calculated using historical recidivism data from DOC's Community Corrections Centers (CCC) and Community Contract Facilities (CCF). Recidivism will be defined as any type of re-arrest or return to custody for a parole violation within the follow-up period after successful discharge from a center. Follow-up periods are outlined in the table below. Different baseline recidivism rates will be established for facilities with different criminal risk compositions of their population. One baseline rate will be established for facilities with more than 50% of their population assessed as "low risk", a second baseline rate will be established for facilities with more than 50% of their population assessed as "high risk", and a third baseline rate will be established for all other facilities. Risk will be defined by currently established score cut-offs on the Level of Service Inventory-Revised (LSI-R) risk assessment tool, as utilized by PBPP.

Low Risk = 0-17

Medium Risk = 18-26

High Risk = 27-54

The risk composition of each facility will be re-evaluated within each one (1) year period of the contract. In addition to establishing three different baseline recidivism rates based on risk composition of the facility, each baseline rate will contain an acceptable range (or margin of error), as defined by one standard deviation above and below the average baseline rate for that risk group.

Contractors reducing the facility recidivism rate below baseline during the first tracking period, as outlined by the tables below, will receive a 0.5% price increase in their per diem rate for the subsequent one year period of the contract. Contractors reducing the facility recidivism rate below baseline during any follow-up period except for the first or

last tracking period, as outlined by the tables below, will receive a 1.0% price increase in their per diem rate for the subsequent one year period of the contract. No price increase will be offered during the final tracking period of the contract, due to this being the ending period of the contract.

For the initial three year term of the Contract:

Center Releases Period	Recidivism Tracking Period	Recidivism Rate Calculation Date	Contract Period for Percent Increase
Jul 2013 – Dec. 2013	Jan 2014 – Mar 2014	April 2014 (3 Months)	Jul 2014 – Jun 2015
Jan 2014 – Sep 2014	Oct 2014 – Mar 2015	April 2015 (6 Months)	Jul 2015 – Jun 2016
Oct 2014 – Sep 2015	Oct 2015 – Mar 2016	April 2016 (6 Months)	No per cent increase; last reporting period

In the event the Commonwealth exercises its option to renew the contract:

Center Releases Period	Recidivism Tracking Period	Recidivism Rate Calculation Date	Contract Period for Percent Increase
Oct 2014 – Sep 2015	Oct 2015 – Mar 2016	April 2016 (6 Months)	Jul 2016 – Jun 2017
Oct 2015 – Sep 2016	Oct 2016 – Mar 2017	April 2017 (6 Months)	Jul 2017 – Jun 2018
Oct 2016 – Sep 2017	Oct 2017 – Mar 2018	April 2018 (6 Months)	No per cent increase; last reporting period