



KANSAS DEPARTMENT OF CORRECTIONS

	INTERNAL MANAGEMENT POLICY AND PROCEDURE	SECTION NUMBER 21-103	PAGE NUMBER 1 of 5
		SUBJECT: VICTIM SERVICES: Victim/Offender Dialogue Program	
Approved By:  Ray Roberts Secretary of Corrections		Original Date Issued: 02-07-03	Current Amendment Effective: 05-10-13
		Replaces Amendment Issued: 09-19-11	

POLICY

A victim-centered Victim/Offender Dialogue (VOD) program model will exist to provide victims/survivors and offenders of serious, violent crime the opportunity to meet face-to-face in a safe environment. Trained facilitators will be utilized throughout an intensive preparation process intended to address the needs of the victim/survivor while aiding the offender through self-reflection, understanding personal accountability and comprehending the impact of the crime. To minimize the risk of re-victimization, facilitators shall exhibit certain traits, including but not limited to self-awareness, the ability to listen deeply and the capacity for empathy and support.

DEFINITIONS

Dialogue: A verbal exchange between two or more people.

Domestic Violence: A pattern of abusive or controlling behavior used to establish a system of dominance, known as power and control, by an intimate partner, former partner, family member, or dating partner.

Facilitator: A Department of Corrections staff member, or volunteer approved by the Kansas Department of Corrections, who has completed approved training in the facilitated dialogue program procedure and practices, and is skilled at assisting with dialogue between a crime victim/survivor and offender, during a structured process, in an environment conducive to meaningful discussion under highly emotional circumstances. A facilitator does not promote reconciliation, settlement or compromise.

Intrafamilial Sexual Abuse: A form of abuse that occurs when someone from within the victim/survivor's personal definition of family uses the victim/survivor for sexual stimulation.

Support Person: An individual whom the victim/survivor and the offender may choose to attend the VOD process and dialogue alongside the respective participant. The relationship between a participant and his/her support person need not be disclosed to the other participant. A support person shall not be currently under jurisdiction of the Kansas Department of Corrections.

Victim/Survivor: A person who suffers direct or threatened physical, emotional, psychological, or financial harm as a result of the commission or attempted commission of a crime. This includes the immediate family of any victim who was a minor or incompetent at the time of the offense, or the immediate family of a victim of violent crime.

Violent Crime: An offense, for which an offender has been convicted, that was committed through intentional use of physical force or power, threatened or actual, against a person, or against a group or community, which either results in or has a high likelihood of resulting in injury, death, psychological harm, maldevelopment, or deprivation.

PROCEDURES

I. Initial Criteria

- A. The victim/survivor must initiate the process through the Kansas Department of Corrections (KDOC) Office of Victim Services (OVS).
 1. The facility Warden, Parole Director or designee shall decide if the facilitator may meet with the offender to discuss the possibility of participating in the program.
 - a. The following areas of concern shall be taken into consideration by the facility Warden, Parole Director or designee prior to rendering a decision:
 1. The safety of all participants;
 2. The disciplinary record of the offender; and,
 3. The stability of the offender.
 - b. Domestic violence and interfamilial sexual abuse cases will be considered on a case by case basis.
 1. A thorough review of the case material will be conducted by Program Coordinator and final determination will be made by OVS Director and/or designee.
 2. Victims/survivors requesting reintegration are not appropriate candidates for VOD.
 2. Two facilitators shall be used for each dialogue, unless alternate arrangements have been made. Arrangements will be approved by the Director of Victim Services or designee.
 3. The offender must not be involved in an appeal process and attorneys shall not be permitted to participate.
 - a. The offender must acknowledge that he/she is responsible for the crime unless otherwise approved by the Director of the Office of Victim Services.
 4. Both parties must sign a waiver form agreeing that:
 - a. Participation in the program is voluntary;
 - b. They will not hold the Kansas Department of Corrections responsible for any negative effects that may occur; and,
 - c. The facilitators may share some information (from the survivor/victim with the offender and from the offender with the survivor/victim) during the preparation phase. The offender's medical and/or mental health information can only be shared with the victim if the offender has signed a release of information per IMPP 05-107.
 5. Alternative options may be explored if a face-to-face meeting will not occur.
 - a. Letters and videos are possible alternatives.

6. Special considerations will be taken by the Office of Victim Services when a victim/survivor or offender is located out of state.
 - a. When an offender is housed out of state, the OVS will contact the KDOC Interstate Corrections Compact Administrator in order to establish communications with the receiving state's Department of Corrections to explore options for conducting VOD.
 - b. When a victim/survivor is located out of state the OVS will explore options for conducting VOD.
- B. Both the victim/survivor and the offender will have the option to have a support person.
 1. It is important to have the same support person during the preparation and the actual face-to-face meeting.
 2. Support persons selected may be neither inmates nor offenders under post incarceration supervision.
 3. Support persons may be denied participation by the Victim Service Director or designee if either party voices a reasonable, articulate concern about that person's presence during preparation and/or dialogue.
 4. Support person shall agree in writing that information presented throughout the dialogue process is kept confidential and shall not be permitted to be shared with any party, including but not limited to media.
- C. Any participant may stop the process at any time. This includes the victim/survivor, the offender and/or the facilitator.
- D. Once the dialogue process has been initiated, the offender shall not be transferred to another facility except when extreme security concerns exist and not without prior consult with the OVS.
- E. The victim/survivor and the offender shall both be advised that the Prisoner Review Board (PRB) will not be informed of program participation by the OVS and that all records related to the program will be kept separate from any information provided to the PRB, unless the victim/survivor requests that such information be shared with the PRB in writing.
 1. Participation shall not be noted in any of the offender's files. Notation in the offender's file should be limited to "Met with Victim Services." The purpose of the meeting shall not be included.
 2. Participation shall not result in receipt of program credit nor shall be considered in any decision making process.
- F. All participants must be 18 years of age or older.

II. Facilitators

- A. Facilitators shall receive VOD training approved by KDOC OVS.
- B. Facilitators who are not KDOC staff shall be considered special guests when entering a correctional facility and as such, be accompanied by KDOC staff at all times.
- C. Facilitators must follow all KDOC policies.
 1. Facilitators will abide by KDOC Office of Victim Services Volunteer Agreement:
 - a. Acknowledgement of risk, general waiver & agreement to hold harmless and indemnify;
 - b. Consent to abide by rules and regulations;

- c. Consent to honor confidentiality of the VOD process and VOD participants; and,
 - d. Consent to emergency medical care.
- 2. Facilitators will abide by mandated reporting guidelines for State of Kansas.
- 3. Facilitators will inform local law enforcement of any disclosure of new crimes.
- D. All facilitators shall be given final approval to facilitate dialogues by OVS Director or designee.
- E. All dialogue cases will be assigned to facilitators by the Victim Services Director or designee.

III. Dialogue (Face-to-face meeting)

- A. The facilitator(s) will travel to the victim/survivor during the preparation process.
 - 1. Facilitators shall meet with the victim/survivor in a neutral location outside of the victim/survivor's residence unless an exception is granted by the Victim Services Director.
 - 2. As funding is available, the cost of travel to the facility for the survivor/victim is reimbursable. In the event funding is no longer available the cost of travel will be the responsibility of the victim/survivor.
- B. The victim/survivor will be offered a facility tour prior to the day of the dialogue session.
- C. The actual meeting will occur in a room at the facility/parole office as designated by the Warden, Parole Director or designee.
 - 1. The meeting room designated shall not contain monitoring devices such as cameras.
 - 2. The victim/survivor and support person will be searched upon entrance to the facility.
 - 3. The offender shall be searched prior to entering the meeting room.
- D. The Warden or Parole Director in each facility or region will also designate hours/days that are acceptable to conduct the dialogue meeting.
 - 1. A correctional officer or parole officer will be immediately outside of the meeting room.
 - 2. The facilitator(s) will speak with both the offender and survivor/victim before and after the meeting.
 - 3. An Office of Victim Services staff member or designated facility staff shall be available and on site the day of the meeting.

IV. Follow-up

- A. At least one of the facilitators will attempt follow-up by phone with both participants within one week following the dialogue meeting, if possible.
- B. Follow-up will occur at least once after three months.
- C. An evaluation will be sent to both participants to assess satisfaction with the process.

NOTE: The policy and procedures set forth herein are intended to establish directives and guidelines for staff and offenders and those entities that are contractually bound to adhere to them. They are not intended to establish State created liberty interests for employees or offenders, or an independent duty owed by the Department of Corrections to employees, offenders, or third parties. Similarly, those references to the standards of various accrediting entities as may be contained within this document are included solely to manifest the commonality of purpose and direction as shared by the content of the document and the content of the referenced standards. Any such references within this document neither imply accredited status by a Departmental facility or organizational unit, nor indicate compliance with the standards so cited. The policy and procedures contained within this document are intended to be compliant with all applicable statutes and/or regulatory requirements of the Federal Government and the state of Kansas. This policy and procedure is not intended to establish or create new constitutional rights or to enlarge or expand upon existing constitutional rights or duties.

REPORTS REQUIRED

None.

REFERENCES

IMPP 02-118, 05-107, 09-107, 12-121, 13-106, 14-140

ATTACHMENTS

Attachment A - Victim Release - 2 pages

Attachment B - Offender Release - 3 pages

Attachment C – Consent for Release of Confidential Information

Attachment D -- Office of Victim Services Agreement – Victim Offender Dialogue Program

Date: _____

Offender KDOC# _____

Facilitator's Name(s): _____ / _____

**Victim/Offender Dialogue Program
Victim Waiver and Release**

I, _____ have requested to participate in the Kansas Department of Corrections Victim/Offender Dialogue Program. As a victim of a crime; or relative or friend of the crime victim, I understand the role of the Kansas Department of Corrections is to facilitate my meeting with _____, KDOC # _____, the offender in my case. The Department of Corrections reserves the right to cancel the Victim/Offender Dialogue Program or my participation in that program at any time and for any reason.

I understand that my participation in the Victim/Offender Dialogue Program will include my providing personal information regarding myself and/or others to the Kansas Department of Corrections and/or facilitators, _____ / _____. Further, I understand that facilitators will share information they deem appropriate with the offender. I hereby authorize the Department of Corrections, its agents, employees, special guest facilitators, and contractors to release information regarding me to persons, including but not limited to the offender, as deemed necessary by the Department of Corrections, its agents, employees, special guest facilitators, and contractors.

I understand and acknowledge that the Department of Corrections, its agents, employees, special guest facilitators, and contractors are mandated reporters of child abuse and/or neglect.

I understand and acknowledge that my participation in the Victim/Offender Dialogue Program may directly or indirectly expose me to risk of personal injury, including death; and property damage, losses, costs and expenses. The State of Kansas, its agencies including but not limited to the Kansas Department of Corrections, its employees, agents, special guest facilitators, and contractors make no warranty, either express or implied, regarding the results of my participation in the Victim/Offender Dialogue Program, my safety, or any other consequences of my participation.

I hereby release and hold harmless the State of Kansas, its agencies including but not limited to the Kansas Department of Corrections, its employees, agents, special guest facilitators, and contractors from any claim, liability or expense, including attorney fees, which may arise from, be incurred as a result of, or be related to my

participation in the Victim/Offender Dialogue Program. I further agree to indemnify the State of Kansas, its agencies including but not limited to the Kansas Department of Corrections, its employees, agents, special guest facilitators, and contractors for any claim, liability or expense, including attorney fees, brought by any person arising from, incurred as a result of, or related to my participation in the Victim/Offender Dialogue Program.

This waiver and release may be pled as a defense and absolute bar of any action of any kind against the State of Kansas, its agencies including but not limited to the Kansas Department of Corrections, its employees, agents, special guest facilitators, and contractors brought by or on behalf of the undersigned, his/her heirs, executors, administrators and assigns, on account of any alleged losses, damages, costs or expenses related in any way to my participation in the Victim/Offender Dialogue Program.

I further declare that I am fully authorized to execute this waiver and release, and that I rely wholly on my own judgment regarding the risks and benefits involved in my participation in the Victim/Offender Dialogue Program.

Name

Date

Witness

Date

Date: _____

Facilitator's Name(s): _____ / _____

**Victim/Offender Dialogue Program
Offender Waiver and Release**

I, _____, KDOC # _____ agree to participate in the Kansas Department of Corrections Victim/Offender Dialogue Program. My participation in the Victim/Offender Dialogue Program is voluntary and no promises, benefits, privileges, or threats have been offered or made by any person regarding my participation in the Victim/Offender Dialogue Program. As the perpetrator of a crime, I understand that the Kansas Department of Corrections is allowing me to participate in this dialogue at my request and that I am aware its role is to facilitate my meeting with _____, the victim; or relative or friend of the victim, of my crime(s). (Hereinafter referred to as "victim participant"). The Department of Corrections reserves the right to cancel the Victim/Offender Dialogue Program or my participation in that program at any time and for any reason.

I understand that my participation in the Victim/Offender Dialogue Program will include my providing personal information, including medical and/or mental health information that would be pertinent to the dialogue progress (refer to IMPP 05-101 and 05-107), to the Kansas Department of Corrections and/or facilitators, _____ / _____.

Further, I understand that facilitators will share information they deem appropriate with the victim participant in the Victim/Offender Dialogue Program and/or law enforcement agencies. I hereby authorize the Department of Corrections, its agents, employees, special guest facilitators, and contractors to release information regarding me to persons, including but not limited to the victim participant, as deemed necessary by the Department of Corrections, its agents, employees, special guest facilitators, and contractors.

I understand and acknowledge that the Department of Corrections, its agents, employees, special guest facilitators, and contractors are mandated reporters of child abuse and/or neglect.

I understand and acknowledge that my participation in the Victim/Offender Dialogue Program may directly or indirectly expose me to risk of personal injury, including death; property damage, losses, costs and expenses; and civil or criminal litigation. The State of Kansas, its agencies including but not limited to the Kansas Department of Corrections, its employees, agents, special guest facilitators, and contractors make no warranty, either express

or implied, regarding the results of my participation in the Victim/Offender Dialogue Program, my safety, or any other consequences of my participation.

I hereby release and hold harmless the State of Kansas, its agencies including but not limited to the Kansas Department of Corrections, its employees, agents, special guest facilitators, and contractors from any claim, liability or expense, including attorney fees, which may arise from, be incurred as a result of, or be related to my participation in the Victim/Offender Dialogue Program. I further agree to indemnify the State of Kansas, its agencies including but not limited to the Kansas Department of Corrections, its employees, agents, special guest facilitators, and contractors for any claim, liability or expense, including attorney fees, brought by any person arising from, incurred as a result of, or related to my participation in the Victim/Offender Dialogue Program.

This waiver and release may be pled as a defense and absolute bar of any action of any kind against the State of Kansas, its agencies including but not limited to the Kansas Department of Corrections, its employees, agents, special guest facilitators, and contractors brought by or on behalf of the undersigned, his/her heirs, executors, administrators and assigns, on account of any alleged losses, damages, costs or expenses related in any way to my participation in the Victim/Offender Dialogue Program.

I further declare that I am fully authorized to execute this waiver and release, and that I rely wholly on my own judgment regarding the risks and benefits involved in my participation in the Victim/Offender Dialogue Program.

Name

Date

Witness

Date

Kansas Department of Corrections Office of Victim Services Agreement
Victim/Offender Dialogue Program

DO NOT SIGN WITHOUT READING

Name _____ Date _____ Time _____

ACKNOWLEDGEMENT OF RISK, GENERAL WAIVER & AGREEMENT TO HOLD HARMLESS AND IDEMINIFY

I, _____, hereby request permission to work as a volunteer in the above named program. I understand that there are significant risks involved in entering and working in a correctional facility and/or parole office and these risks have been adequately explained to me. I agree that, in return for the information that has been provided to me, the permission to enter and work as a volunteer, and the experience I will gain as a volunteer, I will hold harmless and indemnify the State of Kansas. Further, I hereby waive any claims of any nature that I may have against the State of Kansas or any of its employees for personal injury, property loss, or property damage arising from or in connection with my work as a volunteer.

CONSENT TO ABIDE BY RULES AND REGULATIONS

I, _____, have read and understand the Kansas Department of Corrections Rules of Ethical Conduct policy. I understand that as a volunteer I will be under the control and direction of the Secretary of Corrections, the Warden, Parole Director and/or their designee(s) while on the grounds of the facility or the parole office. I agree to comply with all policies, rules and regulations of the Department of Corrections, including all security directives. I understand that failure to comply can mean my volunteer services may be curtailed, postponed or discontinued by the Department.

CONSENT TO HONOR CONFIDENTIALITY OF THE VOD PROCESS AND VOD PARTICIPANTS

I, _____, have read and understand the Kansas Department of Corrections provisions regarding the confidentiality of information concerning all VOD participants. I will not use and/or disclose any information, while neither volunteering nor after my services are rendered, concerning all persons involved in the VOD program without prior written approval from the Warden, Parole Director or the Secretary.

CONSENT TO EMERGENCY MEDICAL CARE

I, _____, have been informed and understand that, in the event of any unforeseen medical or surgical emergency while on the grounds of any facility, I may be subject to the emergency medical care or first aid assistance available at the facility until I can be removed safely to a civilian medical care facility.

Volunteer Signature

Date

Witness

Date