CONTRACT NO. _____

STATE OF HAWAI'I
CONTRACT FOR HEALTH AND HUMAN SERVICES: COMPETITIVE PURCHASE OF SERVICES

This Contract, executed on the respective dates indicated below, is effective as of

JUNE 30, 2011 between the Department of Public Safety,
(Name of the state department, agency board or commission)

State of Hawai'i ("STATE"), by its Director
(Title of person signing for the STATE)

whose address is: 919 Ala Moana Boulevard, Room 400
Honolulu, Hawaii 96814

and Corrections Corporation of America,
(Name of PROVIDER)

("PROVIDER"), a Corporation,
(Legal form of PROVIDER i.e., Corporation, Limited Liability Company, etc.)

under the laws of the State of Maryland whose business street address and taxpayer identification numbers are as follows:

Business street address:
10 Burton Hills Boulevard
Nashville, Tennessee 37215

Mailing address if different than business street address:

Federal employer identification number: [redacted]

Hawai'i general excise tax number: Not applicable

RECITALS

A. This Contract is for a competitive purchase of services (a "Competitive POS"), as defined in section 103F-402, Hawaii Revised Statutes ("HRS"), and chapter 3-143, Hawai'i Administrative Rules.

B. The STATE needs the health and human services described in this Contract and its attachments ("Required Services") and the PROVIDER agrees to provide the Required Services.

C. Money is available to fund this Contract pursuant to:

(1) Act 180. SLH 2010
(Identify state sources)

in the amount of ~~$11,489,935.20~~ [redacted] $136,755,207.00 CCA: [redacted] PSD: [redacted], or
(state funding)

(2) not applicable
(Identify federal sources)

in the amount of -, or both.
(federal funding)

D. The STATE is authorized to enter into this Contract pursuant to:

HRS, Chapter 353C-2 and 353-16.2
(Legal authority for Contracts)

E. The undersigned representative of the PROVIDER represents, and the STATE relies upon such representation, that he or she has authority to sign this Contract by virtue of (check any or all that apply):

☒ corporate resolutions of the PROVIDER or other authorizing documents such as partnership resolutions;

☐ corporate by-laws of the PROVIDER, or other similar operating documents of the PROVIDER, such as a partnership contract or limited liability company operating contract;

☐ the PROVIDER is a sole proprietor and as such does not require any authorizing documents to sign this Contract;

☐ other evidence of authority to sign:

____

F. The PROVIDER has provided a "Certificate of Insurance" to the STATE that shows to the satisfaction of the STATE that the PROVIDER has obtained liability insurance

which complies with paragraph 1.4 of the General Conditions of this Contract and with any relevant special condition of this Contract.

G. The PROVIDER produced, and the STATE inspected, a tax clearance certificate as required by section 103-53, HRS.

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the PROVIDER agree as follows:

1. Scope of Services. The PROVIDER shall, in a proper and satisfactory manner as determined by the STATE, provide the Required Services set forth in Attachment "1" to this Contract, which is hereby made a part of this Contract, and the Request for Proposals ("RFP"), and the PROVIDER's Proposal, which are incorporated in this Contract by reference. In the event that there is a conflict among the terms of this Contract, and either the Proposal or the RFP, or both, then the terms of this Contract shall control.

2. Time of Performance. The PROVIDER shall provide the Required Services from July 1, 2011, to June 30, 2014, as set forth in Attachment "2" to this Contract, which is hereby made a part of this Contract.

3. Certificate of Exemption from Civil Service. The Certificate of Exemption from Civil Service is attached and made a part of this Contract.

4. Standards of Conduct Declaration. The Standards of Conduct Declaration of the PROVIDER is attached and made a part of this Contract.

5. General and Special Conditions. The General Conditions for Health and Human Services Contracts ("General Conditions") and any Special Conditions are attached hereto and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

6. Notices. Any written notice required to be given by any party under this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid.

Notice required to be given to the STATE shall be sent to:

Department of Public Safety, Administrative Services Office–Purchasing and Contracts Section
919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814.

Notice to the PROVIDER shall be sent to the mailing address as indicated on page 1. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The PROVIDER is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures below.

STATE

By [redacted]
(Signature)

Print Name Jodie F. Maesaka-Hirata

Print Title Director

Department of Public Safety

Date 6/16/2011

FUNDING AGENCY (to be signed by head of funding agency if other than the Contracting Agency)

By NOT APPLICABLE
(Signature)

Print Name NOT APPLICABLE

Print Title NOT APPLICABLE

NOT APPLICABLE

Date NOT APPLICABLE

CONTRACT NO. _____

CORPORATE SEAL
(if available)

PROVIDER

By [redacted]
(Signature)

Print Name Anthony L. Grande

Print Title EVP/Chief Development Officer

Date 6.8.2011

APPROVED AS TO FORM:

[redacted]

Deputy Attorney General

CONTRACT NO. _____

PROVIDER'S ACKNOWLEDGMENT

STATE OF Tennessee)
) SS.
Nashville COUNTY OF Davidson)

On this 8th day of June, 20 11, before me appeared Anthony L. Grande and —, to me known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are the EVP/Chief Development Officer and — of Corrections Corporation of America, the PROVIDER named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the PROVIDER, and acknowledges that he/she/they executed said instrument as the free act and deed of the PROVIDER.

DARLA J. MCALLISTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

By [redacted]
(Signature)

Print Name Darla J McAllister

Date 6-8-2011

Notary Public, State of Tennessee

My commission expires: 9/3/2012

Doc. Date: June 30, 2011 # Pages: 103

Notary Name: _____ _____ Circuit

Doc. Description: STATE OF HAWAI'I
CONTRACT FOR HEALTH AND HUMAN SERVICES
COMPETITIVE PURCHASE OF SERVICES

(Notary Stamp or Seal)

Notary Signature Date

NOTARY CERTIFICATION

STATE OF HAWAII

SCOPE OF SERVICES

1. TERMS AND ACRONYMS USED UNLESS THE CONTEXT OTHERWISE REQUIRED

ACA	means	American Correctional Association.
ASO-PC	means	Administrative Services Office—Purchasing and Contracts.
ASUS	means	Adult Substance Abuse Survey.
CARF	means	Commission on Accreditation of Rehabilitation Facilities.
CCA	means	Corrections Corporation of America.
CCA Policy	means	CCA's policies and procedures as current at the time and as applicable to the particular facility where the inmates are housed. CCA shall have the ability to amend its policies in accordance with best correctional practices and changes in ACA standards and applicable law. Policy numbering and formatting may change, following the commencement of the contract, but CCA shall always maintain policies to address the same operational areas and services. In no event shall the CCA modify its policy to decrease the level of service required herein. CCA shall submit electronic copies of all modified or new policies to the State as soon as practicable.
CDC	means	Centers for Disease Control and Prevention.
FCC	means	Florence Correctional Center. FCC is intended to be utilized for special management purposes. Services provided at FCC will be as agreed upon by the STATE and PROVIDER.
Inmate	means	State of Hawaii Inmates.
LSI-R	means	Level of Services Inventory-Revised.
Mainland & FDC Branch	means	PSD's branch responsible for the management of this Contract.
NCCHC	means	National Commission on Correctional Health Care standards, Prison Edition, 2008.
PSD	means	Department of Public Safety.
RRCC	means	Red Rock Correctional Center.
SCC	means	Saguaro Correctional Center.
TC	means	Therapeutic Community. An approach to substance abuse treatment that is a psychosocial, experiential learning process, which utilizes the influence of positive peer pressure within a highly structured social environment. The primary therapeutic change agent is the community itself, including staff and program participants together as members of a "family." The culture is defined by a mutual self-help attitude where community members confront each other's negative behavior and attitudes and establish an open, trusting and safe environment where personal disclosure is encouraged, and the prison culture of the general population is rejected. Participants need to view staff as role models and rational authorities rather than as custodians or treatment PROVIDER.

STATE OF HAWAII

SCOPE OF SERVICES

2. The PROVIDER agrees to perform those services described in the "Request for Proposals", RFP Number PSD 11-ID/MB-19, A Multi-Custody Level Correctional Facility for the Confinement, Care and Custody of Hawaii Male Offenders, dated March 1, 2011, the PROVIDER's Proposal submitted on April 14, 2011.

3. The PROVIDER shall place Inmates in housing arrangements as appropriate for their classification and in accordance with management, programming and security concerns. On or before transfer of Inmates to PROVIDER, the STATE shall advise PROVIDER of known predatory and other behavioral issues and any other information relevant to the placement of the Inmates. PROVIDER shall consider this input from the STATE in determining housing arrangements.

   Commingling of Inmates from different jurisdictions shall be permitted, but in no event shall Inmates from different jurisdictions be housed in the same cell. For population management purposes, the PROVIDER agrees to provide space at the following listed facilities; provided, however, nothing herein shall prevent the PROVIDER from utilizing these beds for other customers in the event that such beds are not utilized by the STATE and nothing herein shall be construed as a guarantee of bed availability at the facility: SCC, RRCC, FCC.

4. The STATE shall identify Inmates proposed for transfer to the facility. For each Inmate proposed, all records including classification and conduct records shall be made available for the PROVIDER's review. The PROVIDER will then select and determine the appropriateness of each Inmate's custody level and offenses in accordance with any state statutory requirements in which the facility is located prior to the date of transfer.

   For each Inmate proposed for transfer by the STATE, the STATE shall provide appropriate medical information to the PROVIDER prior to the transfer of an Inmate that includes certification of tuberculosis screening or treatment and information regarding medication prescribed for each Inmate.

   For each Inmate transferred, the STATE shall provide the following:

   a) Duplicate Inmate institutional file that includes the Inmate's case history, formal misconduct reports, judicial and administrative judgments and orders pertinent to the Inmate, Mittimus and Judgment, Notice and Order Fixing Minimum Term(s) of imprisonment and all information relating to the sentence(s) for which the Inmate is confined to be provided within 30 days after transfer;

   b) Health Care Discharge Summary and Medication Administration Record (MARS) that summarizes the Inmate's current physical, psychological, medical condition, immunizations, and chronic care information (i.e. labs, x-ray reports, consults, etc.) as needed on the day of transfer. Duplicate Inmate medical record to be provided within 30 days after transfer;

c) Inmate Classification Score sheet that objectively reflects custody level on the day of transfer; and

d) Identification data, including photographs, and fingerprints.

5. Relating to the transport of Inmates:

a) The STATE shall be responsible for the cost of transporting Inmates to and from the STATE. The "return to the STATE from the PROVIDER" shall mean the moment the Inmate exits the aircraft at the Honolulu International Airport or any other location determined by the STATE and is accepted into the custody of its officials. The STATE shall have the option of providing transportation itself, or it may request that the PROVIDER submits a proposal for the transportation. If the STATE approves the proposal, it shall reimburse the PROVIDER for the cost of the transportation;

b) Notwithstanding the foregoing, transportation costs related to the transfer of Inmates between the PROVIDER's facilities shall be the PROVIDER's responsibility, provided however, if an Inmate is transferred between the PROVIDER's facilities, the STATE shall be responsible for the related transportation costs only if the STATE has required such transfer in writing;

c) The PROVIDER shall be responsible for the cost of local transportation of the Inmate while assigned to any of the facilities under this Contract and until custody has been accepted by the STATE or authorized agent;

d) The PROVIDER shall surrender any Inmate to proper STATE officials within 30 calendar days after demand made to the PROVIDER and upon presentation of official written authority to receive Inmate(s). The STATE shall accept custody of Inmate(s) at Honolulu International Airport, or any other mutually agreed upon location. The STATE shall pay for all transportation costs associated with any request pursuant to this section by the STATE for the return of any Inmate;

e) In the event that the PROVIDER requests that an Inmate be returned to the STATE, the PROVIDER shall then be responsible for the cost of transportation for the return of those Inmates to the STATE;

f) In the event that an Inmate returns to the STATE for a medical condition or other conditions caused by negligence or willful action on the part of the PROVIDER or any of its agents or employees, the PROVIDER shall then be responsible for the cost of transportation for the return of those Inmates to the STATE; and

g) All Inmates confined pursuant to the terms of this contract shall be released within the State. The PROVIDER shall not release any Inmate from custody. If an Inmate's sentence is expired, the STATE shall make arrangements to transport the Inmate(s) from SCC, RRCC

and/or FCC to the Honolulu International Airport and the STATE shall pay all transportation costs associated with the return.

6. The PROVIDER shall, in a satisfactory and proper manner as determined by the PSD, and in accordance with the terms and conditions of this Contract, provide and perform the following inmate services unless waived by the PSD in specific individual cases:

a) **Clothing and Supplies.** The PROVIDER shall provide Inmates a minimum of three (3) sets of clothing items, including underwear. The PROVIDER shall also provide Inmates with personal hygiene items that includes toothbrush, toothpaste, toilet paper, bar soap, disposable razors and All-in-One (for shower, shampoo, shaving), towel/wash cloth, bed linen, and blankets, which adequately meet Inmate's needs in accordance with CCA Policy. This includes but is not limited to warmer clothing for colder weather and lighter clothes for warmer weather. Special clothing for food service, maintenance, landscape workers, and any other special work shall be provided (work boots and gloves). Inmates shall be limited to wearing khaki-colored facility-issued clothing including clothing items approved and sold in commissary. Replacement hygiene items will be regularly issued to Inmates according to a posted schedule.

b) **Laundry Services.** The PROVIDER shall ensure that Inmates are issued clean clothing, towels, bed linen and the regular exchange of such items for clean, laundered replacements in compliance with ACA Standards. Services shall be provided weekly according to a posted schedule for both clothing and bed linens.

c) **Inmate Property.** The PROVIDER may specify personal property items Inmates may possess in accordance to CCA Policy to better utilize the limited space in living quarters and to more effectively facilitate security searches and eliminate contraband issues. All Inmates shall sign the property disclaimer form stating that all their personal property is accounted for and they understand the property procedures. The PROVIDER shall make every effort to standardize its list of allowable property for Inmates at SCC and RRCC.

Inmate property lost or damaged when in the control of the PROVIDER shall be the sole responsibility of the PROVIDER in accordance to CCA Policy.

d) **Food Service.** Food service will adhere to the current American Dietetic Association (ADA), National Academy of Sciences (NAS), ACA Standards, federal, state and local laws and regulations. A Registered Dietitian or Nutritionist shall approve all menus, and meals shall be prepared in compliance with the approved menus. The menu shall include fresh or canned fruit once a week and shall provide rice as a daily food staple. For purposes of this paragraph, "canned fruit" shall mean unsweetened canned fruit or fruit canned in its own juices. The PROVIDER shall provide special meals to meet medical or religious requirements. Medical diets shall meet the current American Dietetic Association's nutritional requirements as prescribed by a medical physician and shall be maintained and tracked for compliance in accordance to CCA Policy. Religious diets shall meet the

nutritional requirements and served as directed by the facility Chaplain in accordance to CCA Policy.

Three (3) special dinner menus shall be provided for the following special Hawaii holidays: Prince Kuhio Day (March), King Kamehameha Day (June) and any other special event as agreed upon by the PROVIDER and the STATE by providing a special meal at no additional cost to the STATE.

The PROVIDER shall abide by applicable laws, rules and recognized health standards relating to the sanitation of food preparation, storage and serving areas.

e) **Inmate Commissary.** A commissary shall be available to Inmates for purchase of non-essential items not furnished by the facilities under this Contract, such as soft drinks, candy and personal items. Items sold in the commissary shall not be sold as a substitute for the facility's obligation to furnish supplies and materials that are essential to Inmates. The proceeds from the commissary services shall benefit persons housed at the facilities under this Contract (equipment, services and programs); revenues may be used to pay all operating expenses of the commissary including but not limited to inventory purchase and commissary worker salaries and benefits. The PROVIDER may deny an Inmate access to the commissary or to any item sold in the commissary for disciplinary or medical reasons.

Restricted purchases of commissary items in segregation housing and the Special Housing Incentive Program shall be in accordance to CCA Policy.

f) **Recreation.** The PROVIDER shall provide facilities, equipment and supplies for indoor and outdoor recreational and leisure time activities in accordance with CCA Policy and ACA Standards.

g) **Library Services.** A comprehensive library with materials selected to meet the educational, informational and recreational needs of inmates and staff shall be provided. The STATE shall provide a daily Hawaii-based newspaper to be placed in the SCC and RRCC Library. The PROVIDER shall establish and maintain its recreational library in accordance with CCA Policy and ACA Standards.

h) **Video Visitation Conferencing.** The PROVIDER shall provide physical space, bandwidth, equipment (up to 2 cameras in a housing unit), and supervision at its sole cost to permit video conferencing by the use of video teleconference equipment that is compatible with the equipment that is currently being used by the STATE. Each party is responsible for the cost of their video conferencing equipment at their respective locations provided however, neither party shall be responsible for purchasing additional or different video conferencing equipment due to a change of equipment by the other party unless such change is mutually agreed to in writing by both parties.

Inmates shall use such equipment for regular visits with family members, which shall be scheduled and approved by the PSD's Mainland & FDC Branch. All visitors scheduling video visits must be on the Inmate's approved visit list.

Video visit schedules shall be, at a minimum of four up to ten hour blocks at a mutually agreed upon time on Saturdays.

i) **Visits.** The PROVIDER shall ensure space is available for all eligible Inmates to have access to visitation. Restrictions may be placed on the number of visitors allowed each Inmate in accordance to CCA Policy and ACA Standards.

Special visits shall be allowed but require prior approval from the Warden or the Warden's designee. Special visits include pastoral, legal and those traveling 300 miles or more. Non-contact visits shall be conducted when meeting the facility's established security criteria.

j) **Grievance Procedures.** Inmates shall be provided access to an impartial and non-discriminatory grievance procedure in accordance with CCA Policy, ACA Standards, and federal guidelines established under 42 U.S.C. Section 1997. The grievance process shall include:

i) An encouragement that the Inmate seek informal resolution of the grievance or complaint before using the formal procedure;

ii) Ready access to forms necessary for filing grievances;

iii) Consideration of the grievance by an impartial party;

iv) Means to ensure that grievances are kept confidential;

v) Avenues for appeal of decisions; and

vi) Time limits for filing a formal grievance, responding to a grievance and appealing a decision.

The PROVIDER shall resolve grievances pertaining to the operation of the facility. Grievances pertaining to the placement of Inmates at the facilities under this Contract shall be resolved by the STATE.

Grievance records are considered confidential and will not be available to employees or Inmates, except for clerical processing of records by the PROVIDER or at the STATE's request to inspect all records and documents pertaining to grievances as part of the operation review process or in the event of an investigation. Employees participating in the disposition of a grievance shall have access to records essential to the resolution of the grievance.

STATE OF HAWAII

SCOPE OF SERVICES

k. **Access to Courts.** The PROVIDER shall make all legal material provided by the STATE accessible to the Inmate population, including the Hawaii Revised Statutes, Hawaii Reports and other legal materials. All access shall be consistent with the requirements of the U.S. Constitution and the Hawaii Constitution. The STATE shall provide all supplements and updates of the Hawaii specific legal reference materials on a touch-screen kiosk system or other format acceptable by the facilities. However, nothing herein prevents the PROVIDER from charging an Inmate's account for items and equipment intentionally destroyed by the Inmate.

At a minimum, the law library collection shall consist of the following:

i) Hawaii Revised Statutes (including supplements, Session Laws, Pocket parts)
ii) Hawaii Reports, Hawaii Appellate Reports
iii) U.S. Code Annotated (or equivalent, including supplements, Pocket parts)
iv) Shepard's Hawaii Citations (1 hardbound volume updated with supplements, pocket parts)
v) Hawaii Court Rules – State
vi) Hawaii Court Rules – Federal
vii) Hawaii Digest
viii) Black Law's Dictionary
ix) Federal Civil Procedures & Rules
x) Supreme Court Reports

Inmates requiring copies of earlier Session Laws or State case law from earlier volumes of Hawaii Reports, Hawaii Appellate Reports may contact the PSD Mainland & FDC Branch.

The law library shall be open in accordance with ACA Standards. Inmates shall have a minimum of 3-hour access per week. The possibility of three (3) additional hours of access may be provided to Inmates with verified lawsuits that are still active in court (depending if scheduling permits).

Pursuant to Lewis v. Casey, constitutional access to the courts system extends only to assistance with the preparation of initial pleadings (e.g. Motions to Proceed, In Forma Pauperis, Motions for Appointment of Counsel, Petitions for Writs of Habeas Corpus, Petitions for Post-Conviction Relief, Civil Complaints for Section 1983 Claims in state and federal court). Constitutional access to courts provided by the STATE and PROVIDER does not extend to assistance with any legal proceedings beyond the initial pleading stage.

Access to the court does not extend to any other proceedings not related to the inmate's imprisonment to include bankruptcy, divorce, or child support.

Duplicate copies of pleadings, legal documents including postage for legal mail to be filed in court are the financial responsibility of the Inmate. The PROVIDER shall provide all indigent

Inmates, upon request access to paper and other supplies and services to contact legal counsel or representatives, courts, and other persons concerning legal matters in accordance to CCA Policy. Under this Agreement, an Inmate is considered to be indigent if there is $3.00 or less in his trust account within a 30-day period.

i) **Parole Hearings.** On-site facilities shall be made available for any parole hearing conducted by the Hawaii Paroling Authority to which an inmate may be a participant. At the request of the STATE, the PROVIDER shall provide video conference (using the facility's current videoconference equipment) telephonic access for such hearings before the Hawaii Paroling Authority.

ii) **Court Hearings and Appearances.** On-site facilities shall be made for any hearing ordered and conducted by the state or federal courts in which an Inmate may be made available by telephone. A private room, a writing table, a chair for each participant and teleconferencing equipment shall be made available. At the request and sole expense to the STATE, the PROVIDER shall provide telephonic access for such hearings before the courts.

l. **Security and Control.** All security/control and operating plans shall be in accordance with CCA Policies and ACA Standards. The PROVIDER shall supply the PSD's Mainland & FDC Branch with copies of its staffing pattern and the identification of all mandatory posts. The PROVIDER may adjust the staffing pattern as needed to commensurate with the population and shall provide appropriate staff to fulfill all programming and service requirements of this contract. The PROVIDER shall supply the PSD's Mainland & FDC Branch with copies of any staffing pattern changes. The PROVIDER shall ensure that the facility is adequately staffed at all times and shall be subject to liquidated damages in accordance with Section 28(b) for failure to fill any mandatory post as designated on the daily shift roster.

At a minimum the Warden and Chief of Security shall make daily rounds throughout the respective facility under this Contract. In the event that they are not available, either the Assistant Warden or the Administrative Duty Officer shall make daily rounds.

The facilities shall follow its procedures and management agreements with local county and law enforcement agency in responding to emergency evacuations, riots/disturbances, escapes, criminal activities by Inmates and/or staff, and Inmate deaths. The PROVIDER shall be responsible for any costs charged by the county and law enforcement agency responding to any incident or emergency.

The PROVIDER and its facilities shall make diligent efforts to prosecute Inmates who are alleged to commit crimes while in the respective facility.

m. **Use of Force.** The PROVIDER shall follow CCA Policy, which governs the use of force against Inmates. This policy shall comply with federal and state laws and ACA Standards.

i) Facility staff training shall be provided in accordance with this policy;

ii) Reasonable force may be used as required and as authorized under this policy; and

iii) In the event there is a use of force involving an Inmate, the respective facility shall notify the PSD's Mainland & FDC Branch by telephone and email and a complete written investigative report shall be mailed to the PSD's Mainland & FDC Branch. The timing of such notifications and reports shall be governed by the priority level of the incident, as defined by CCA Policy 5-1.

n. **Discipline.** Inmates shall be subject to the rules and regulations of the Facility in accordance with CCA Policy, federal and state laws, and ACA Standards to ensure that due process rights are afforded to the Inmate and that the penalty imposed is fair, impartially given and appropriate for the offense, provided:

i) The disciplinary action is reasonable and proportionate in relation to the violation;

ii) The action taken is impartial and non-discriminatory;

iii) The action is neither arbitrary nor retaliatory;

iv) The discipline is not physically abusive; and

v) Disciplinary segregation shall not exceed 60 days for any one incident without the prior approval of the PSD's Mainland & FDC Branch Administrator. The PSD's Mainland & FDC Branch Administrator shall review such disciplinary sanction every 30 days once it has been imposed.

All misconduct or disciplinary hearing reports shall provide accurate, detailed information on the actions against the Inmate including its final disposition and mailed to the PSD's Mainland & FDC Branch at the end of each month. Copies of overturned disciplinary appeals shall also be mailed to the PSD's Mainland & FDC Branch at the end of the month.

o. **Urinalysis Program.** Ten percent of all Inmates shall be required to participate in suspect and random urinalysis on a monthly basis at each facility. The facility's urinalysis program with the exception of the minimum testing requirement, shall be in accordance with CCA Policy. All positive results for unauthorized drugs shall be reported as soon as reasonably practicable but in no event later than 24 hours after test results are received by the PROVIDER and reported to the PSD's Mainland & FDC Branch. The PROVIDER shall be responsible for the cost of urinalysis.

p. **Transfer and Use of Inmate Funds.** Personal funds of the Inmates shall be credited to the Inmate Trust Accounts (Spendable/Restricted) by the PROVIDER in accordance with all applicable federal, state and county laws, ordinances, rules and regulations including, but

not limited to, Sections 353-20, 353-21, 353-22, 353-22.6, and 353-22.8, Hawaii Revised Statutes and PSD COR.02.12. (Appendix D - Inmate Trust Accounts, effective 4/21/10). Access to restricted accounts requires the approval of the PSD's Mainland & FDC Branch.

Under Section 353-20, Hawaii Revised Statutes, accounts maintained for committed persons shall not bear interest.

For the purposes of this Contract, the facility may restrict monetary deposits to only those who are approved on the Inmates' visitation list.

Upon return of the Inmate or death of the Inmate, the respective facility shall provide the funds in the amount then due to the Inmate at the time of return. In the event that an Inmate is released to the custody of an authorized representative of the STATE, the facility shall provide the information necessary for the STATE to make a determination regarding the distribution of the Inmate's funds.

q. **Restitution Payments.** Section 353-22.6, Hawaii Revised Statutes, requires the PSD to enforce victim restitution orders through a ten percent (10%) deduction from Inmate wages. In conjunction with the State's Crime Victim Compensation Commission (CVCC), the PSD has agreed to deduct restitution amounts from Inmate's wages and forward these funds to the CVCC. Each facility shall cooperate with PSD's Mainland & FDC Branch in collecting victim restitution orders.

r. **Telephone Costs and Services.** The PROVIDER shall provide the STATE with a schedule of phone rate charges for the purposes of this Contract. Increases in price, based on increased actual cost, are subject to the STATE's approval, said approval not to be unreasonably withheld. All Inmate telephone calls with the exception of phone calls with attorneys regarding legal matters are subject to electronic monitoring by the PROVIDER's facilities and the STATE.

s. **DNA Testing Program.** Bucal swabs shall be taken from all Inmates identified by PSD pursuant to Chapter 844-D, Hawaii Revised Statutes. If an Inmate refuses to participate, the PROVIDER shall submit the names of those Inmates to PSD's Mainland & FDC Branch Administrator. The STATE shall provide all testing kits and training to the facility staff at the sole cost of the STATE.

PROGRAM & SERVICE ACTIVITIES

7. The PROVIDER shall provide Inmates with care, education, training, programming, employment and treatment as provided for in this Contract, including, but not limited to, furnishing Inmates with subsistence and all necessary routine medical care; providing for Inmates' physical needs; providing programs, training and treatment consistent with individual needs, and classification and programming recommendations as identified by the STATE and contained in Inmate information required pursuant to this Contract; retaining Inmates in safe, supervised custody;

maintaining proper discipline and control; ensuring the execution of sentences and orders issued by the committing court in the State; and providing Inmates with access to the courts as provided in Section 6(k).

The STATE acknowledges that it is responsible for ensuring the validity of the conviction or sentence imposed by a State court upon an Inmate housed by the PROVIDER in accordance to this Contract. The STATE acknowledges that PROVIDER, and its agents, officers and employees, played no role in any conviction or sentence imposed by a State court upon any Inmate housed by the PROVIDER pursuant to this Contract.

8. While in the custody of the PROVIDER, Inmates shall be subject to all provisions of laws and regulations applicable to persons who commit violations of the laws of the State of Arizona, City of Eloy, and the State which are not inconsistent with any constitutional provisions or sentences imposed, except as specifically provided herein to the contrary.

   In accordance with State of Arizona statutes, the facilities shall report all suspected felonies to the appropriate law enforcement agency for investigation. In addition, the facilities shall also report any crime committed by an employee in the course and scope of that employee's work, any crime committed on the grounds of the respective facility, and any sex offense, drug offense, or violent offense by an employee wherever committed to an appropriate law enforcement agency, provided that the facility has evidence-based, reasonable suspicion of the crime or offense.

9. All Inmates shall be confined and treated in a facility which:

   a. Provides a level of program activity for the Inmate that is suitable to allow every Inmate in general population who meet the relevant criteria to participate in meaningful educational, vocational training, drug and other treatment and counseling programs; and

   b. Does so in a manner that meets and does not violate any rights provided under the laws and Constitution of the United States or of the States of Hawaii and Arizona.

   All admitting and booking of each Inmate shall be the responsibility of the receiving facility.

10. The PROVIDER shall provide sufficient, meaningful program opportunities to eligible Inmates that include the following at each facility:

    a. RRCC:

       i) Education Services. Services include Basic Literacy Skills, Adult Basic Education and General Education Development leading to a general education diploma.

       ii) At such time the STATE provides the equipment and training, the STATE shall provide the PROVIDER through posting on the PSD's Student Management System (SMS)

educational and/or vocational testing results that may be available. For purposes of this Contract, all education services must comply with the STATE's Education Program Standards and all Federal USDOE Adult Education standards. All program placements shall comply with the STATE's education program standards as posted on the PSD's Student Management System (SMS). The tests of Adult Basic Education shall be the standardized assessment used for program placement. Inmates transferring to CCA with recorded TABE scores that fall within 120 days shall be placed at the appropriate level of instruction without further testing. CCA education personnel shall be responsible for all inmate records and shall diligently record classes, class rosters, inmate completions, record inmate progress, attendance and verify inmate educational records in the electronic SMS. The STATE shall provide necessary training on the SMS including initial training, upgrade management and implementation.

b. SCC:

i) Education Services. Services include Basic Literacy Skills, Adult Basic Education and General Education Development leading to a general education diploma;

ii) Supplemental Education Programs. The STATE may provide its Inmates with supplemental education programs funded by federal grants at no cost to the PROVIDER;

iii) The STATE shall provide the PROVIDER through posting on the PSD's Student Management System (SMS) educational and/or vocational testing results that may be available. For purposes of this Contract, all education services must comply with the STATE's Education Program Standards and all Federal USDOE Adult Education standards. All program placements shall comply with the STATE's education program standards as posted on the PSD's Student Management System (SMS). The tests of Adult Basic Education shall be the standardized assessment used for program placement. Inmates transferring to CCA with recorded TABE scores that fall within 120 days shall be placed at the appropriate level of instruction without further testing. CCA education personnel shall be responsible for all inmate records and shall diligently record classes, class rosters, inmate completions, record inmate progress, attendance and verify inmate educational records in the electronic SMS. The STATE shall provide necessary training on the SMS including initial training, upgrade management and implementation;

iv) Vocational Training Programs. Programs shall be provided to the Inmates with the opportunity to participate in job readiness and vocational training programs that lead to a trade or college certificate of completion or degree. Vocational programs shall be designed to address employment opportunities after release from incarceration. These programs may include but are not limited to Computers, Plumbing, Electrical Wiring/Residential Electrical, Carpentry/Residential Carpentry, if available at the facility;

v) Distance-Learning Alternatives. The STATE may provide distance-learning alternatives

via interactive networks such as video conferencing/classroom sharing systems, satellite broadcast classes in collaboration with the STATE's corrections education program and its partners allowing Inmates to participate in additional programming and earn certificates of completion in these programs at no cost to the PROVIDER;

vi) Cognitive Behavior Program. Curriculum shall meet the STATE's Education Program Standards. Curriculums approved under the standards include: Breaking Barriers and Houses of Healing. All instructors must be certified to teach these courses from a training program approved by the STATE. Training of instructors shall be provided at no cost to the PROVIDER. PSD's Education Program Manager shall monitor all courses for content and quality. The STATE may provide training for specialized programs at no cost to the PROVIDER;

vii) Anger/Stress Management. A program designed to teach Inmates various techniques to maintain and manage their anger in a correctional environment. Inmates are instructed in recognizing triggers that can lead to anger controlling situations in both correctional and real-world situations and are empowered with techniques to handle the situation properly;

viii) Hawaiian Cultural Programs. The STATE may provide curriculums and cultural programming to address religious and cultural needs of Inmates and cultural activities at no cost to the PROVIDER;

ix) Faith-based Unit. The housing unit community serves as a socialization process where individuals learn to identify self-centered interests that often result in violating the rights of others and replace those behaviors with productive activities. The program endeavors to reduce recidivism among graduates by instilling the importance of good character and equipping inmates with the skills necessary to resolve the conflicts of life in a positive manner, grow from past failures and live as productive members of society. Specifically, inmates who participate in the program learn how to break unhealthy habits; conquer anger, guilt and bitterness; restore vital relationships with family and others; and conquer fear; and

x) Special Housing Incentive Program (SHIP). A program designed to give Inmates the opportunity to readjust to the general population by providing a gradual, but controlled increase in privileges and responsibilities in 3 steps in accordance to CCA Policy. Placement criteria for the SHIP is based on one or more of the following: Current conviction of major misconduct; Disciplinary Segregation release; Administrative Segregation release; Security Threat Group (STG) Involvement; or any other reason deemed as a security threat to the good government of the facility.

11. SCC Treatment Program. If required by the Inmate's assessment, or within 30 days after receiving a request from a qualified Inmate, the PROVIDER shall place the qualified Inmate on the appropriate register for assignment in the applicable substance abuse treatment program

on a space available basis. Whenever possible, PROVIDER shall ensure that qualified Inmates are admitted to the program in a timely manner to allow completion of the program prior to their parole date. The appropriate level of substance abuse treatment shall be based upon the results of the substance abuse assessment, the initial LSI-R and the ASUS. The STATE shall provide the SCC with the results of the substance abuse assessments. All counselors working in the substance abuse area shall be certified or licensed as substance abuse counselors by the state Certification or Licensure Board.

SCC shall reserve the right to deny any Inmate participation in a treatment program on the basis of the Inmate's general conduct in its facility, level of participation in prerequisite programs, or level of interest in such programs. SCC may terminate an Inmate from the treatment program for good cause, which shall be reported to the PSD's Mainland & FDC Branch. Inmate may be re-admitted: 1) After waiting 30 days to reapply; 2) With recommendation by PSD staff; and 3) With acceptance by counselors/group participants. Treatment graduates who later regress in recovery may be considered for re-admission if staff identifies a clinical need and the Inmate is open to participation.

The substance abuse treatment program shall include:

a. An outpatient substance abuse program (formerly referred to as Level II) utilizing a cognitive behavioral treatment component lasting approximately 80 hours. (Refer to Appendix A for the State of Hawaii's outpatient substance abuse treatment);

b. A substance abuse TC, including Residential (formerly referred to as Level III) substance abuse treatment. (Refer to Appendix B for the State of Hawaii's substance abuse therapeutic community, including Residential substance abuse treatment)

c. Substance abuse assessment policies. The PROVIDER shall provide assessments pursuant to the State's Level of Services Inventory-Revised and Adult Substance Use Survey (LSI-R/ASUS). (Refer to Appendix C Offender Assessment Protocols).

The ratio of direct service treatment staff to participants shall not exceed a 1:30 ratio.

12. Religious Programs, Chaplaincy Services and Religious diets shall be in accordance with CCA Policy and ACA Standards. The weekly religious and chaplaincy services provided by the Chaplain and religious volunteers shall be provided seven (7) days a week, once daily. The weekly religious programs/services shall be available to all Inmates assigned to the facilities under this Contract and all scheduled religious activities shall be posted in common areas. Religious diets shall meet the nutritional requirements and served as directed by the facility Chaplain.

13. Custody Reclassification. Classification on Inmates shall not be reduced or increased unless mutually agreed to by the STATE and the facility staff, and consistent with the policies and procedures of both parties (CCA Policy 18-1/Form18-1B, effective 6/15/08 and Appendix E -

PSD CORR.18.01, effective 2/19/09). Each Inmate shall be considered for reclassification annually by the facility Classification Officer.

14. The PROVIDER's facilities shall provide sufficient workline opportunities to allow every Inmate in general population who meets the relevant criteria to participate in vocational, industrial and other work programs in accordance with CCA Policy and ACA Standards. Inmates may be required to work, when ordered to do so by the facility. However nothing contained herein shall be construed to permit or require Inmates to participate in any training, education, industrial, or other program contrary to the laws of the State:

    a. Inmates shall not be eligible for furloughs or participation in any community work release program. Landscaping worklines outside of the perimeter fences shall need prior approval by the PSD's Mainland & FDC Branch Administrator;

    b. At any given time, at least two-thirds of the Inmates who meet the relevant criteria to participate in vocational, industrial or other work programs in accordance with ACA Standards shall hold full-time jobs. A full-time job is defined as a job requiring at least six (6) hours of work per day for five (5) days per week. (The 6 hours per day may be spent in the actual full-time job or in other vocational, education or in industrial training sessions.);

    c. Inmate labor may be used for facility operations and maintenance. However, the PROVIDER or any of its subcontractors or agents shall not personally benefit from the labor of any Inmate, and no Inmate shall be placed in a position of authority over another Inmate;

    d. Inmates assigned to jobs shall receive pay equal to the pay amount at the STATE's correctional facilities. Workline assignments shall be in accordance to CCA Policy. The STATE shall reimburse the PROVIDER for Inmate pay, which amount shall be included as a separate item on the monthly invoice. The STATE reserves the right to limit the number of hours worked for any future month. Inmates shall not be entitled to any worker's compensation benefits under Chapter 386, Hawaii Revised Statutes, nor shall its Inmates be considered to be an employee of the STATE or the PROVIDER;

    e. In the case of hobby craft/art activities programs, inmates shall have the right to dispose of the products of their labor and to retain a portion of the proceeds on any sale of their work in accordance with the laws and rules of the State of Arizona, and the PROVIDER.

    f. Except as provided in Item (e) above, the facilities shall have the right to dispose of all products produced by the Inmates and may retain all proceeds and shall bear all costs of the program; and

    g. Goods and services produced as a result of an Inmate's participation in a correctional industries program shall be disposed of by the PROVIDER in accordance with federal laws and the laws of the State of Arizona, and the STATE. Inmates who participate in

correctional industries programs shall be subject to wage deductions specified in Sections 354D-12 and 354D-13, Hawaii Revised Statutes.

Upon mutual, written agreement by the parties, the PROVIDER may choose to provide space and support for a correctional industries program at SCC. Provided however, nothing contained herein shall obligate the PROVIDER to institute nor the STATE to allow such a program. The introduction of correctional industries program is dependent upon the development of a written agreement regarding the reimbursement by the STATE for physical plant, operating, licensing and all other related costs and the ability to locate and engage a suitable vendor for such program.

15. The PROVIDER shall provide medical, mental health, dental services, and the PROVIDER staffing for such services in accordance with the laws of the STATE, the laws of the State of Arizona, and the American Correctional Association Standards for Adult Correctional Institutions, Fourth Edition, and its supplements; and the National Commission on Correctional Health Care Standards-Prison Edition, 2008, and its updates and supplements. In the event of any conflict between standards, codes or laws, the more restrictive shall apply.

    The PROVIDER shall provide routine medical services to Inmates at no additional cost to the STATE (unless otherwise provided), and additional health care provided at either the STATE's or the Inmate's expense, including the following:

    The PROVIDER shall employ licensed health care staff including physicians, nurse practitioners, registered nurses and physician assistants, overseen by a Health Services Administrator and in conjunction with the appropriate medical PROVIDER, shall have final responsibility for clinical decisions. The PROVIDER shall provide the staffing levels and hours of service that are pursuant to the NCCHC Standards as they may be amended. This includes a minimum of one (1) registered nurse which may include the Health Services Administrator or nurse shift supervisor or nurse manager on-site per shift of clinic operation. (For the purpose of meeting this requirement, a registered nurse may be available for consults via telephone.)

16. Routine medical services shall include:

    a. Primary care services including sick call exams and daily urgent care for the general and lockdown populations. Clinical delivery of care shall be timely and appropriate to the acuity of the patient, and at a level comparable to the community standard for medical care and in accordance with NCCHC Standards;

    b. Nursing services shall be provided by registered and licensed nurses who are trained in correctional health care. Services shall include nurse rounds/sick calls, nurse clinics, pill call, emergency response, and oversight of medical observation and lockdown areas;

    c. A secured sick call management system allowing for daily requests, triaged by a health care professional that occurs within twenty-four (24) hours of notification of the request. Any

necessary health care follow-up shall be timely and appropriate to the acuity of the patient and occur within seventy-two hours (72) of receipt of the request;

d. Chronic care management system is where all patients with a chronic disease such as diabetes, hypertension, asthma or chronic mental health conditions are enrolled into a chronic care treatment program on intake or when diagnosed. These patients will be followed up by a health care professionals recommended by the attending physician based on the severity of the Inmate's condition and the treatment plan. The frequency of visits depends on the control and status of the disease state (per classification of NCCHC Prison Health Standards, 2008). In no event shall such follow-ups be less than once every six months. The chronic care program treatment schedule will include disease-appropriate screening/testing, diagnostics, examinations and inmate education. The care provided shall be consistent with comparable care in the community and shall generally be in accordance with that described by the NCCHC Prison Health Standards 2008, or most current edition;

e. Medical and specialty care shall be provided utilizing community specialists; whenever possible, specialist's services shall be provided on-site;

f. Observation beds/cells for Inmates who require more intense monitoring or treatment, but who are not in need of acute hospitalization, shall be provided. However, this provision shall not be interpreted to require facility modifications or additions;

g. Routine diagnostic procedures, when deemed medically necessary by the attending physician including, but not limited to, multistix urinalysis, phlebotomy, hemoccult tests, glucose tests such as Accuchecks, electrocardiograms, visual acuity screening tests. Results shall be documented in the Inmate's medical record;

h. Radiology services, fixed and/or mobile;

i. Periodic prevention visits shall replace traditional annual physical exams specifically to review the Inmate's need for preventive services. Annual visit for inmates over fifty (50) years old; every three (3) years for each inmate less than fifty (50) years old. Visits shall be patient-specific and the frequency can be adjusted per Inmate's chronic conditions (e.g. diabetes or hypertension). Based on the United States Preventive Services Task Force, 2009, visits should include Body Mass Index (BMI), blood pressure, tuberculosis, colon cancer screening, abdominal aortic aneurysm screening (if relevant), and the need for aspirin;

j. Infection control program shall be provided to aggressively monitor such things as MRSA (Methicillin-resistant Staphylococcus Aureus) and TB (Tuberculosis). Monitoring shall be initially conducted at intake, during annual physicals and as indicated during sick calls;

k. Immunizations will include: DPT (every 10 years; if under age 65, use Tdap, if over age 65, use Td), Influenza (over age 50; at any age if inmate has risk factors or per latest guidance

from the CDC), Pneumovax (over age 65, one dose only; or those with relevant risk factors), Hepatitis A and B (risk-factor based immunization), MMR (if born after 1956 and previously vaccinated – one dose; if born after 1956 and incomplete or unknown vaccination history- two-dose series). The cost of such immunizations will be reimbursed by the STATE;

l. Preventive screening. The STATE shall be responsible for the cost of preventive screening. Inmates will be screened for medical conditions outlined below according to the criteria developed by the United States Preventive Services Task Force, 2009 guidelines:

- Colorectal Cancer: Average risk male; annual FOBT testing with 3 samples from 50 to 75;
- Use of aspirin (81 mg) in men 45-79 depending on CVD risk factors [calculate CHD risk every 5 years using risk calculator found at http://healthlink.mcw.edu. If 10-year CHD risk for 45-59 year old men is >4%, or >9% in those 60-69 or > 12% in those 70-79, then risk exceeds GI harm and ASA should be used;
- Diabetes screening should only be for those with BP >135/80 (treated or not); repeated every 3 years;
- Lipids screening from age 35 for average risk inmate, every 5 years; and
- Abdominal aortic aneurysm screening ultrasound for men aged 65-75 with a history of smoking.

m. Hepatitis C treatment consistent with the STATE's Treatment Guidelines, except that the cost of Hepatitis C related medication shall be reimbursed by the STATE;

n. Prescription and over the counter medications taken chronically such as preventive aspirin and pain medication shall be provided as necessary at no cost to the Inmate, except the cost of AIDS/HIV related medication, which shall be reimbursed by the STATE;

o. The Inmate shall be responsible for the cost of any medically necessary medical prostheses provided by the PROVIDER, in accordance with the STATE's policies and procedures;

p. Mortality and peer reviews shall be performed both at the facility and the PROVIDER's corporate office. The STATE shall receive verification of the reviews and a copy of the autopsy reports; and

q. Durable medical equipment and supplies shall be provided as necessary.

r. Optometric care shall include annual eye examinations for Inmates with chronic diseases such as diabetes that may affect vision, and at least once every 2 years for Inmates with prescriptions greater than 20/50 in one or both eyes.

If an Inmate with visual acuity 20/50 or worse does not have sufficient funds to pay for corrective eyeglasses, the PROVIDER shall provide the eyeglasses at the STATE's expense

provided that the STATE approves of the purchase and the Inmate agrees in writing to reimburse the STATE for the cost. In such cases, the eyeglasses shall be limited to a small number of basic generic styles.

s. Dental Services shall include:

i) Emergency dental treatment;

ii) All medically necessary extractions including soft tissue and partial bony impaction;

iii) Maxillary and mandibular removable partial dentures when necessary for proper mastication (Inmate to pay for the appliance);

iv) X-rays;

v) Oral surgery specialty outpatient care, including but not limited to extractions, biopsies, treatment of fractured jaws, and other surgical procedures; and

vi) Orthodontic treatment, periodontal surgery, tissue or bone grafts and dental implants shall be considered an elective and shall not be required care of the PROVIDER unless paid for by Inmate.

t. Mental Health Care shall be provided by mental health professionals 40 hours of service per week and a Psychiatrist who will provide at least 4 hours of service weekly:

i) Mental health screening and evaluation for major mental conditions or illnesses upon intake;

ii) Management of psychotropic medication;

iii) Pre-segregation, periodic segregation, and on-going evaluations as clinically indicated;

iv) Suicide prevention and monitoring; and

v) Routine-scheduled mental health team meetings for the purpose of treatment plans for seriously mentally ill.

u. Hormone therapy shall be provided at the Inmates' expense and only to Inmates authorized by the STATE during the initial intake process at a STATE correctional facility.

17. The PROVIDER shall exercise conservative care before recommending outside treatment or hospitalization. Except in bona fide emergencies, the PROVIDER shall obtain prior written approval from the PSD's Health Care Division before an Inmate is scheduled for hospitalization or other treatment outside of the facility. The PROVIDER shall inform the PSD's Health Care

Division the nature of the illness or condition, a recommended course of treatment, and the estimated cost of the treatment. The STATE may authorize the treatment as recommended, or return the Inmate to the STATE, at its own expense, for the treatment. In the absence of a bona fide emergency, the STATE shall not be responsible for the costs of outside treatment undertaken without the STATE's prior written approval. An Inmate's stay in a hospital shall not exceed the usual and customary length of stay for the condition, unless there are documented complications requiring continued treatment in a hospital setting.

In the event that an inmate is hospitalized for cancer treatment and such hospitalization exceeds five (5) consecutive calendar days then beginning on the sixth (6) calendar day, the STATE shall be responsible for the costs of the security during the hospital confinement and shall reimburse the PROVIDER for the security rate of $36.66 per hour per officer. In the event that an Inmate is hospitalized for any reason other than cancer treatment and such hospitalization exceeds fourteen (14) consecutive calendar days then beginning on the fifteenth (15) calendar day, the STATE shall be responsible for the costs of the security during the hospital confinement and shall reimburse the PROVIDER for half of the security rate of $36.66 per hour per officer.

18. Emergency Care is defined as a situation in which there is a sudden and unforeseen onset of a condition or symptom that is potentially threatening to life, limb or important bodily function, such as eyesight. To qualify as a medical emergency, care must begin immediately after the onset of the condition or symptom.

    The Provider may make appropriate arrangements for emergency care prior to obtaining approval from the PSD's Health Care Division. The Provider shall provide notification to the STATE of the emergency on the day the emergency occurs. Where possible, the Provider shall arrange for emergency care at a state or county operated medical facility, or at a medical facility known within the community to charge reasonable rates.

    The facilities shall provide transportation services to local medical/dental/mental providers as designated by the STATE. Rapid transport is available to a full service trauma center in Tuscon, Arizona or other appropriate center based on the appropriateness of the emergency medical situations at cost to the STATE, provided that the emergency was not caused by or was the fault of the Provider.

19. The Provider shall not be responsible for the cost of medication or regimens specifically aimed at the treatment of conditions associated with Acquired Immune Deficiency Syndrome (AIDS) and Hepatitis C. The Provider shall follow the STATE's protocols for the treatment of Hepatitis C and the STATE shall be responsible to reimburse the Provider for such costs in accordance with the STATE's Hepatitis C protocol. Otherwise, the Provider shall provide routine medical care for any Inmates who have AIDS or are HIV positive or have Hepatitis C.

20. The STATE will not approve payment for elective care, cosmetic treatment, or procedures primarily for the convenience of the Inmate, experimental procedures, and any procedures not normally covered by standard health insurance plans.

21. The Provider may assess reasonable fees (Inmate Co-Payments) upon Inmates who request non-emergency medical, dental, optometric, or who intentionally inflict injury-upon themselves, if:

    a. Such fees are governed and will be consistent with the STATE's written co-payment policies and procedures;

    b. The policies and procedures include an appeal process to allow an Inmate to appeal the assessment;

    c. The policies and procedures establishes a fee schedule under the following conditions:

        i) Fees are assessed from the Inmate's individual trust account (spendable and/or restricted); and

        ii) Fees shall not be assessed if the individual trust fund balance (spendable and/or restricted) is less than $10, provided that the Provider may implement a procedure to recover fees in the future.

    d. The Provider may retain any monies collected under this section.

MANAGEMENT REQUIREMENTS

22. **Geographic Coverage of Service.** Multi-custody level correctional facilities for the confinement, care and custody of STATE male inmates shall be provided at the Providers facilities in Arizona (SCC, RRCC, FCC). The facilities shall not exceed their rated capacities in a manner which impacts the housing units occupied by the Inmates without the STATE's prior approval.

    The SCC shall be program-intensive, providing comprehensive programs that emphasize counseling, substance abuse treatment, education and vocational opportunities to prepare Inmates for a successful re-entry into society. This facility shall support academic development through Adult Basic Education (ABE) programs and GED testing. Inmates may participate in a wide range of religious and recreational activities and programs sponsored by facility staff and local volunteers.

    The RRCC shall provide basic education to include Adult Basic Education (ABE) programs and GED testing. Protective Custody shall be provided to Inmates who have validated separatee issues with other Inmates in accordance to ACA Standard (#4-4273). The facility shall allow Inmates to shower daily and weekly telephone calls.

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SCOPE OF SERVICES

23. The facilities shall meet and comply with all relevant codes and standards for housing male inmates:

    a. Each facility shall comply with all mandatory provisions and 90% of the non-mandatory provisions enumerated in the Physical Plant Standards of the American Correctional Association Standards for Adult Correctional Institutions, Fourth Edition, and its Supplements;

    b. The Provider shall take all necessary steps to have the facilities under this Contract continually accredited by the ACA;

    c. The Provider shall operate the facilities in accordance with all mandatory provisions and 90% of the non-mandatory provisions of the American Correctional Association Standards for Adult Correctional Institutions. Fourth Edition, and its Supplements;

    d. The Provider shall comply with all essential standards and 85% of the applicable important standards of the National Commission on Correctional Health Care Standards-Prison Edition, 2008, and its Supplements;

    e. The Provider shall operate and maintain the facilities so as to comply with the Life Safety Code, and all applicable fire codes, health codes, and building and occupancy codes of the State of Arizona;

    f. In the event of any conflict between any code, standard, law or rule, the more restrictive shall apply; and

    g. If the Provider fails to comply with any of the provisions of this Section, it shall provide to the STATE for its approval a plan of corrective action within 30 days.

24. **Personnel.** The Provider shall:

    a. Provide 24-hour care and supervision to incarcerated individuals, as well as administrative and support service personnel for the overall operation of the facility in compliance with ACA standards. Staffing plans must provide for all aspects of the management and operation of the facility, including administering all inmate programs, providing transportation and security, and ensuring appropriate health care;

    b. Perform criminal history checks, background checks and random drug testing of staff;

    c. Provide correctional officers a minimum 160 hours of basic correctional training within three (3) months of employment at the facility and provide a minimum of 40 hours of annual supplemental correctional training. Provide support personnel who have daily contact with inmates, professional specialists and administrative and managerial personnel pre-service

orientation and on-the-job training in the first year of employment and 40 hours of annual in-service training;

d. Provide staffing in compliance with Section 28(b);

e. Employ a single on-site Warden to manage each facility under this Contract and its programs;

f. Operate its facilities using the Provider's Unit Management model. If at any time the Provider intends to deviate from this management model, the STATE shall be given notice in writing;

g. Provide case management staff and/or substance abuse counselors with LSI-R training and appropriate LSI/ASUS forms at SCC at no cost to the STATE;

h. Provide qualified records personnel who shall prepare and maintain all necessary and pertinent files and records on Inmates, including name, State inmate number, birth date, the date and place from which the Inmate was transferred to the Provider's classification and housing status, medical, mental health and dental records, adjustment, participation in activities and programs, discipline, and any other relevant information or significant events while in the custody of the Provider;

i. Provide a facility Classification Officer at each facility to complete annual reclassification on each Inmate. Classification on Inmates shall not be reduced or increased unless mutually agreed to by the STATE and the facility staff, and consistent with the policies and procedures of both parties (CCA Policy 18-1/Form18-1B, effective 6/15/08 and PSD CORR.18.01, effective 2/19/09);

j. Provide the STATE with office space, telephone and computer access for the on-site monitor that the STATE may employ. Monitor's office shall be within the SCC administrative offices at no additional cost to the STATE; and

k. Provide the STATE with internet access at SCC and RRCC to allow access and review data stored in PSD's Offendertrak Management System relative to Inmates housed in the facilities covered under this Contract. Prior to access to PSD's Offendertrak, SCC and RRCC shall submit a list of staff names that PSD Mainland & FDC Branch shall review and approve for security password clearance. Identified and approved staff shall be required to attend Offendertrak training provided by PSD at no cost to the Provider.

Offendertrak data shall not be downloaded to the Provider's independent automated system.

25. **Quality Assurance and Evaluation Specifications.** The STATE shall have the right to inspect, at all reasonable times, the facility or institution of the Provider in which Inmates are confined pursuant to this Contract in order to determine whether the terms of this Contract are

being followed; whether all Inmates are treated equitably; whether the facility is appropriately constructed, equipped, and maintained; and whether the Provider is maintaining standards as provided for in this Contract.

The STATE may have a full-time onsite monitor(s). Each facility covered under this Contract and inmate programs shall be subject to daily inspections for contract compliance.

The STATE may investigate, in person or by record review all incidents or reported conditions of confinement involving the Inmates.

The STATE shall have the right to inspect, at all reasonable times, all records of, or associated with, Inmates or any charges, billings, demands, and payments under this Contract, including, but not limited to any institutional, medical, dental, psychiatric, financial, educational, recreational, or transportation expense, timekeeping, or other operational records. All records shall be retained and made accessible for a minimum of three years after the expiration date of this Contract, or any subsequent amendment, continuation, or follow-up contract whichever is later. The Provider shall not dispose of any records without the approval of the STATE. The STATE reserves the right to require appropriate audits to be conducted by an accounting firm or person chosen by the STATE, the cost to be paid by the STATE.

The STATE's access to records and information shall be limited to information specific to the facility and relevant to monitor compliance with this Contract or necessary to fulfill its own obligations hereunder. Access shall not extend to proprietary corporate information, documents protected by statute or regulation, or documents containing information about other facilities or customers. Neither shall the STATE's access extend to documents necessary for peer review, mortality and morbidity reports, and as otherwise set forth below. After an incident, any document prepared by counsel in anticipation of litigation will be protected in accordance with attorney-client privilege. Any other information regarding the facts of an incident, including but not limited to: incident reports, witness statements, video tapes, medical reports, internal investigation reports, pictures, telephone recordings, or physical evidence and/or subsequent remedial actions shall be released to the STATE. Opinions or other subjective assessments related to a non-factual conclusion shall not be released except by mutual agreement of the parties.

26. The Provider may employ a Quality Assurance Manager under this Contract who shall be responsible for:

    a. Tracking all facility polices, procedures and contractual changes against the approved audit instruments, updating it as needed, as well as tracking all period quality assurance reports required by the Provider;

    b. Scheduling internal audits;

    c. Serving as the local coordinator for all external audit activity;

d. Tracking audit deficiencies plans of action and other remedial actions related to audit outcomes;

e. Making recommendations to the Warden for policy and procedural changes that will increase the effectiveness and efficiency of the audit program; and

f. Providing a Response and Corrective Action Plan to the STATE within 30 days of receiving any adverse actions as documented in the STATE's monitoring report.

27. The PSD's Mainland & FDC Branch shall review and approve any recommendations from the Provider for Inmate transfers, classification custody level changes, determination of release dates, parole eligibility, and work line salaries.

The STATE's inspection team shall be provided with all requested documentation upon arrival provided such information is requested in writing two weeks in advance.

28. **Liquidated Damages.** Liquidated damages shall be assessed against the Provider if the Provider fails to comply with the terms of this Contract for the following reasons:

a. If one or more qualified Inmates are not placed into SCC's residential substance abuse treatment program within 30 days of the qualified Inmate's request, because the Provider violated Section 11, liquidated damages in the amount of $17.00 per day per Inmate shall be assessed; and

b. The Provider shall staff the facilities covered under this Contract in accordance with its staffing pattern. In the event any mandatory post is unmanned, the STATE may assess liquidated damages for each shift the post is unmanned. Damages shall be based upon a daily pro-rated amount based upon the salary and fringe benefits of the employee normally assigned to the post.

If liquidated damages are assessed, the Provider may credit the amount or the STATE may withhold the amount from the Provider's payment.

Notwithstanding the above, the Provider shall not be relieved of liability to the STATE for any damages sustained by the STATE due to the Provider's breach of the contract for reasons other than those described in this section.

29. **Defense.** The STATE shall defend itself in connection with civil actions filed in federal or state courts, or administrative grievance procedures and claims, challenging the authority of the STATE to transfer an Inmate to the custody of the Provider, provided that the Provider remains responsible for claims involving the selection of individual Inmates. For example, the STATE shall defend itself in a habeas corpus claim, which alleges that the STATE had no authority to transfer Inmates to a private correctional facility.

The Provider shall defend itself and the STATE and STATE's agents, officers and employees, and bear all costs, attorneys fees and other litigation expenses incurred in connection with any and all claims, other than those specified above, brought against the Provider and/or the STATE and/or their respective agents, officers or employees, by any Inmate in the physical custody of the Provider so long as the allegations arise from the conduct of the Provider, and including any decisions of the Provider relating to the selection process resulting in any Inmate being placed, assigned or transferred to the custody of Provider.

In the event the STATE or its officials, and the Provider or its officials are served with civil process in connection with any civil action, the applicable party shall promptly tender the case to the party bearing the burden of the defense.

The Provider shall have authority to settle cases on a purely monetary basis. On a semi-annual basis, Provider shall forward to the STATE a list of cases for which Provider indemnified the STATE under this provision and the identification of the outcome.

30. Inmates legally confined to the Provider's facilities under this Contract shall not be removed there from without an order from the STATE. This paragraph shall not apply to an emergency necessitating the immediate removal of an Inmate for medical, dental, or psychiatric treatment or to a removal made necessary by fire, flood, earthquake, or other emergency presenting danger to the safety of the staff, the public or the Inmate. In case of removal for an emergency, the Provider shall, at the earliest practicable time, inform the PSD's Mainland & FDC Branch Administrator of the whereabouts of the removed Inmate and shall exercise all reasonable care for the safekeeping and custody of the Inmate.

31. The STATE shall not reimburse the Provider for any cost enumerated in this Contract where such cost arises from or is caused by the negligence or fault of the Provider.

32. **Reporting Requirements for Program and Fiscal Data.** The Provider shall make files and records on Inmates available to designated personnel of the STATE. All Inmate records, reports, documents and files shall be made available immediately to the PSD's Mainland & FDC Branch staff upon request. Upon termination of confinement of an Inmate at the Provider's facility, the Provider shall forward a complete updated copy of the Inmate's files or records to the PSD's Mainland & FDC Branch. All Inmate records shall be considered confidential, accessible only to the Provider's employees or agents with a bona fide need to know.

The Provider shall provide to the PSD's Mainland & FDC Branch progress reports every 6 months summarizing each Inmate's conduct, adjustment, and program participation, and recommendations regarding the Inmate's continued placement in SCC and RRCC, and an annual consideration for reclassification. Semi-annual reports shall be submitted no later than 10 working days after the end of each 6-month period.

SCC and RRCC shall submit the following reports to the PSD's Mainland & FDC Branch Administrator by the 5th working day of each month:

a. Name and number of Inmates placed in disciplinary, administrative or medical segregation, along with the reason for placement and the dates of placement;

b. Name and number of Inmates who are in educational, vocational training, substance abuse treatment, and other programs;

c. Name and number of Inmates who are assigned to jobs, along with the title of their jobs, hours of work, and rate of pay;

d. Monthly grievance log containing Inmate's name, description of grievance and outcome of grievance;

e. Narrative of facility highlights, serious incidents, and other significant issues;

f. Summary reports on the results of urinalysis conducted on Inmates pursuant to this Contract; and

g. Monthly STG reports and statistics.

The Provider shall provide the STATE with copies of reports of inspections conducted by local fire, health, and other regulatory agencies.

The STATE shall be responsible for calculation of the length or duration of confinement for all Inmates and shall notify the Provider of any transports returning Inmates to the STATE.

33. **Escape of an Inmate.** The Provider shall notify the STATE immediately upon the escape of any Inmate and shall take all action necessary to affect the apprehension of the escaped Inmate. The PSD's Mainland & FDC Branch Administrator shall be notified immediately by telephone, and in writing as soon as possible, but not later than the 1st working day after the escape. The Provider shall bear all expenses related to the escape, apprehension and return of the Inmate(s) to the Facility from which they escaped. The Provider shall promptly notify the local law enforcement officials regarding escapes and major incidents.

The Provider shall refer for prosecution any Inmate who is alleged to have escaped from its facilities under this Contract. The STATE shall not be responsible for health care for any illness or injuries incurred while an Inmate is on escape status.

34. **Death of an Inmate.** In the event of the death of any Inmate, the Provider shall notify the PSD's Mainland & FDC Branch Administrator, as soon as possible, but no later than 2 hours after the Provider first learns of the death. Fingerprint arrangements shall be made including, but not limited to, taking fingerprints of the right thumb and right index finger. The coroner of

the local jurisdiction shall be requested to review all deaths. The STATE shall not be responsible for the cost of the coroner's review. The Provider shall provide the STATE with any reports relating to the death, including reports by the coroner and the attending physician, autopsy reports, and investigative reports of the facility and law enforcement officials. The Provider shall provide the STATE with a certified copy of the death certificate within 5 working days of its receipt from the State of Arizona. The facility shall return the Inmate's file, medical records, property and funds to the PSD's Mainland & FDC Branch within 5 business days after the death.

The PSD's Mainland & FDC Branch Administrator shall furnish instructions and information regarding disposition of the body. Provided that the Provider is not at fault for the Inmate's death, all expenses relative to any necessary preparation of the body for shipment or express charges incurred by the Provider pursuant to instructions of the PSD's Mainland & FDC Branch Administrator shall be reimbursed by the STATE. The parties may agree to have the Provider arrange the burial and all matters related or incidental thereto and such expenses shall be paid as mutually agreed by the parties. The provisions of this paragraph shall govern the relationship only between the STATE and the Provider and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

The STATE shall notify the next of kin of the deceased Inmate.

35. **Contract Contact Information.**

State Contact:

Ms. Shari Kimoto, Administrator
State of Hawaii/Department of Public Safety
Mainland & FDC Branch
919 Ala Moana Boulevard, 4th Flr.
Honolulu, Hawaii 96814

E-mail address: Shari.L.Kimoto@hawaii.gov
Office telephone: (808) 837-8020
Facsimile: (808) 837-8026

For all Inmate medical matters, please contact PSD's Health Care Division:

Mr. Wesley Mun, Administrator
State of Hawaii/Department of Public Safety
Health Care Division
919 Ala Moana Boulevard, 4th Flr.
Honolulu, Hawaii 96814

STATE OF HAWAII

SCOPE OF SERVICES

E-mail address: Wesley.K.Mun@hawaii.gov
Office telephone: (808) 587-1250
Facsimile telephone: (808) 587-3378

Provider's Contact:

Ms. Kelly Durham, Managing Director, State Partnership Relations
Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, Tennessee 37215

Office telephone: (615) 263-3034
Facsimile: (615) 263-3100

Ms. Lucibeth Mayberry, Vice President and Deputy Chief Development Officer
Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, Tennessee 37215

Office telephone: (615) 263-3246
Facsimile: (615) 263-3100

Provider's Facility Contacts:

Warden Todd Thomas
Saguaro Correctional Center
1250 East Arica Road
Eloy, AZ 85131

Office telephone: (520) 464-0500
Facsimile: (520) 464-0599

Warden Bruno Stolc
Red Rock Correctional Center
1750 East Arica Road
Eloy, AZ 85131

Office telephone: (520) 464-3800
Facsimile: (520) 464-3899

Warden Brian Koehn
Florence Correctional Center
1100 Bowling Road

STATE OF HAWAII

SCOPE OF SERVICES

Florence, AZ 85132-2667

Office telephone: (520) 868-9095
Facsimile: (520) 868-9565

Appendix A
State of Hawaii's Outpatient Substance Abuse Treatment
(Formerly Level II)

Outpatient primary treatment services utilize a cognitive behavioral treatment component lasting approximately 80 hours, meeting twice per week, over a twenty-week period. The curriculum utilized is The Residential Drug Abuse Program (RDAP). Four (4) selected Journals are used as a stand-alone program resulting in a self-assessment. Each Journal systematically builds on the previous Journal, thereby increasing the level of knowledge, skills, and awareness.

Outpatient services are for Inmates who are at lower risk for criminal conduct and meet diagnostic criteria for substance abuse or dependence. They have had minimal disruption in their psychosocial or vocational functioning.

SERVICE ACTIVITIES

A. Assessment services and treatment planning

Individuals will be referred for treatment based on the completed LSI and ASUS instruments (Intake & Initial), multi-leveled assessment instruments initially completed in Halawa's RAD Unit which will indicate level of risk, level of criminogenic needs, and substance abuse problems across 6 domains, involvement, disruption, anti-social, emotional, defensiveness and motivation.

The scope of the assessment shall include a full analysis of the offender's strengths and weaknesses as determined from an evaluation of the following areas: current health status, medical history, alcohol and drug use history, emotional and behavioral functioning, social history, family background, relationships, legal history, occupational and educational history, degree of denial, readiness for treatment, behavioral performance while incarcerated, as well as other pertinent information available.

An individualized comprehensive treatment plan shall be developed from the LSI and ASUS instruments (Intake & Initial) for those who have been identified as having moderate to serious substance abuse problems and who have been accepted for admission to structured Outpatient group education and treatment services. Treatment plans must include, at a minimum, the following information:

- Identification of inmate's problem areas;
- Type(s) of treatment services recommended;
- Short and long range treatment goals;
- Target activities and dates for accomplishing objects as a means of measuring treatment progress;
- Process for periodic review and update of treatment plans; and
- Roles and responsibilities of both inmates and program staff.

Treatment plans will be individualized to meet different inmate needs and will be specific enough to measure each offender's progress through the treatment process. Each

participant's treatment plan and progress will be reviewed periodically and updated as necessary by program staff. PROVIDER's counselors shall also assume case management responsibilities for the substance abuse programming of sentenced offenders and will work closely with treatment staff of the different service components of the substance abuse continuum as well as with appropriate staff at the correctional facilities.

A copy of the treatment plan shall become part of the Inmate's regular institutional file which facility case workers and parole officers may review. As an Inmate progresses through treatment, the plan shall be reviewed on a monthly basis and updated as needed.

Periodic update and review of treatment plans shall occur while participating offenders are receiving structured educational and treatment services and individual and family counseling services. Treatment plans for all sentenced offenders participating in the substance abuse treatment continuum shall be reviewed and updated prior to the inmate's release from the correctional facility.

B. Treatment Services

Following assessment and development of an individualized treatment plan, each sentenced offender shall receive a substance abuse and criminality treatment continuum aimed to provide target group inmates with a structured program of cognitive/life skills training, and group counseling with a behavior/cognitive focus rather than a purely educational or twelve-step oriented approach as a means of facilitating each offender's recovery and preparation for eventual discharge and release into community status.

The Outpatient Program shall consist of Treatment Groups held not less than twice each week for a period of two hours per group covering the four selected Journals of the RDAP curriculum that address cognitive restructuring and initial in-roads to cognitive processes, with homework and Journal requirements outside of the classroom for a period of 20 weeks. Contingent upon inmate availability and meeting room size, the format for treatment groups shall consist of two weekly sessions of 2 hours each, as follows:

- Weekly process or focus group with a maximum of 18 Inmates each facilitated by one counselor; and

- Each of the 18 participating Inmates will receive four (4) hours of structured group counseling per week. The group counseling will include role modeling, role-playing and skill practice activities.

Criteria for admission, discharge and re-admission to the group will be based upon multiple factors. Criteria for admission includes:

1. Inmate is referred for treatment by Department staff.

2. Inmate has been assessed as having a moderate to serious substance abuse problem.

3. Inmate chooses to participate, i.e., voluntary admission.

4. Inmate's substance abuse screening specifies outpatient treatment as part of the overall rehabilitation plan.

5. Inmate's current behavior in the correctional facility merits the opportunity to participate.

Criteria for clinical discharge from the group are based upon attendance, participation, conformity to rules, absence of dirty urinalysis tests, and progress made regarding completion of individualized treatment plan objectives. Participants should be required to demonstrate mastery of the skills practiced in the group sessions. Participants may be terminated from group treatment for failure to comply with their treatment plan or group rules, including non-excused absenteeism.

Criteria for re-admitting Inmates to the group if they are terminated for breaking program rules is based upon: (1) Inmate must wait for at least thirty days before reapplying for re-admission; (2) Inmate must be recommended for re-admission by Department staff; and (3) re-application must be accepted by PROVIDER's counselors and participants of the group.

Treatment sessions shall provide offenders with the first four Journals of the RDAP curriculum:

- Overview of program/building rapport and trust
- Building a desire and motivation to change
- Building the knowledge base to change
- Self-disclosure and receiving feedback: pathways to self-awareness and change
- Preventing relapse and recidivism: identifying high-risk situations
- How do people change: understanding the process of self-improvement and change
- Developing a commitment to change
- In-depth assessment: looking at the areas of need and change

In the process of presenting material in these content areas, counselors are expected to use lecture, group activities, open discussion, role modeling by staff, role-play by staff and inmates, inmate skill practice activities, and written assignments. Outpatient groups will be structured to ensure that the materials are adequately covered, reviewed, and the participant has sufficient opportunity to practice effective behaviors that target the top three criminogenic areas and receive feedback.

The structured group treatment program shall provide weekly group counseling sessions that will emphasize inmates' personal recovery, responsibility and awareness. Group sessions are intended to help inmates internalize and apply lessons from the skill-building groups. Group counseling sessions use the interaction of group participants in order to affect the desired changes necessary to achieve individual treatment plan objectives. Through participation in treatment groups, inmates learn from each other and receive the strength of group support. Through the process of giving and receiving feedback in-group

sessions, inmates become more aware of the skills they need to develop to prevent future criminal activity and begin to accept ownership and responsibility for the consequences of their behaviors and lives in general. (Approximately 80 hours)

Although the program consists mostly of structured group sessions, PROVIDER's counselors shall also be available to provide individual sessions as needed for the purpose of evaluation/treatment planning, individual counseling, case management or individual consultation. (Approximately 16 hours)

C. Individual Counseling

Individual counseling shall be provided according to individual inmate need as indicated in the inmate's treatment plan. While most inmates will require only a minimal amount of individual counseling, other inmates may need more extensive amounts of one-on-one counseling. Individual sessions shall focus on the top three criminogenic areas identified in the offender's treatment plan, and what the inmate needs to do to successfully change their behaviors, to better assist the inmate with the reintegration process necessary for successful transition to community living.

Appendix B
State of Hawaii's Residential Substance Abuse Therapeutic Community
(Formerly Level III)

The PROVIDER shall, in a satisfactory and proper manner as determined by the Department, provide and perform the following services:

1 Provide a program plan for the various types of treatment services that will be gender-responsive in a safe, humane and healing environment.

2. Provide assessments using tools such as the ASI, ASUS, and bio-psycho-social summary that identifies diagnoses, recommendations and master problem lists.

3. Provide treatment planning that is individually based, specific to defined needs and includes the inmates as well as other relevant parties. Set goals, define timeliness and action items, and review charted outcomes.

4. Provide proper documentation management such as charting goals, assess the outcomes, and then based on the results, re-assess the goals and action items.

5. Provide case management to coordinate relevant services and communicate treatment focus when appropriate.

6. Provide individual counseling that is specific to the individual's defined needs.

7. Provide cognitive/behavioral treatment including role modeling, role-playing, and skills practice to provide the inmates with specific skills to further prevent criminal activity.

8. Teach and monitor senior clients in conducting addiction and skill building classes.

Service Activities shall consist of the following:

A. Screening

When possible, the PSD will complete screening for all substance-abusing inmates referred to the PROVIDER.

B. Assessments Services

A Substance Abuse Counselor shall conduct initial personal interviews with inmates who are referred for admission into the TC:

1. The Adult Substance Use Survey (ASUS) or similar instrument(s);

2. The Level of Service Inventory – Revised (LSI-R) provided by PSD;

3. A Bio-Psycho-Social assessment instrument;

4. Identification of lack of social/family support for clean living; and the presence of unsafe housing conditions;

5. Legal issues; and

6. Social and psychological functioning and the impairment of function to each factor.

Within the initial phase of treatment, a complete Bio-Psycho-Social assessment shall be conducted and an Interpretive Summary written. The Interpretive Summary shall contain at a minimum the initial diagnosis, recommendations for treatment, and a master problem list.

Once assessed, the inmate will have a program that is tailored to his needs. Of particular importance is matching the intensity of treatment to the offender's risk level (Risk Principal) target criminogenic needs such as antisocial attitudes (Need Principle) and use cognitive-behavioral approaches to facilitate offender change (Responsivity Principle.)

C. Treatment Planning

PROVIDER shall create a treatment plan with the Inmate and treatment team specific to his needs, based on the assessment focusing on specific problem definition, the top three criminogenic needs, interventions aimed at resolution of identified issues, and agreed upon long term and immediate goals. The treatment team will include the PROVIDER's clinical staff, the Inmate referral sources, and all other affiliated personnel. The treatment plan shall contain at a minimum:

1. Long term goal for treatment;

2. Short term goals to address each problem area;

3. Objectives for each problem area;

4. Specific strategies to be used to achieve the objectives;

5. Target dates for completion of each strategy and objectives;

6. Strengths possessed by the inmate to aid in completing the plan;

7. Weekly reviews of the plan; and

8. Monthly updates.

D. Treatment

1. Counseling

a. Individual

Treatment staff shall provide individual counseling to Inmates as per the treatment plan regarding the Inmate's substance abuse, criminality, and other defined needs. Frequency of individual sessions will vary with the Inmate's need. At a minimum, the counselor will be responsible to meet with the Inmate weekly to review treatment plan progress and to assign homework for the next week.

b. Group

Cognitive/behavioral groups shall be provided daily for all Inmates. A minimum of two-hours each utilizing a cognitive behavioral curriculum such as the Residential Drug Abuse Program (RDAP). The group shall include role modeling of skills by staff, role-playing of skills by staff and Inmates, and skill practice by Inmates.

2. Education

The treatment counselors will train senior program participants to conduct addiction education classes that address basic issues related to addiction and recovery. In addition, senior participants will be taught to teach skill building classes that will improve the inmate's skills in relaxation techniques, stress management, communication, conflict resolution, decision making, parenting, etc. Treatment staff will oversee and assist as necessary all sessions to ensure the accuracy and effectiveness of peer educators.

3. Referral and Discharge Planning

The PROVIDER will coordinate the discharge planning, aftercare support, community sources of support, counseling resources for ongoing family and other therapy, and referrals as appropriate with PSD's Mainland Branch.

E. Case Management

The PROVIDER shall provide case management services to include:

1. Participation of the Addiction Treatment Unit Supervisor in weekly meetings with the facility staff. Case managers and TC staff shall meet weekly to review all Inmates and their progress; and

2. Assistance in the collection of data and preparation of reports.

F. Documentation

PROVIDER's supervisors and senior staff shall ensure that clinical charts are kept in accordance with CARF and ADAD standards and that documentation is entered in a

timely manner so as to reflect current information as to the Inmate's progress. Clinical charts will contain at a minimum the following:

1. Inmate's Screening documents;

2. Intake documents including signed Consents to Treatment, Contracts for Behavior, and appropriate Consents to Release Confidential Information;

3. Inmate's Assessment with Interpretive Summary;

4. Master Problem List;

5. Treatment Plan and all Treatment Plan Reviews;

6. Treatment plans will be reviewed weekly with inmate and updated to reflect current assignments and progress towards completion of past assignments. Every month, a formal treatment plan review will be completed and documented on the treatment plan review form;

7. Weekly Progress Notes, referencing treatment plan Goals;

8. Treatment Activities Log;

9. Discharge summaries including prognosis and recommendations; and

10. Any other required documentation as determined by facility staff and PROVIDER's staff.

1.0 PURPOSE

To implement the department-wide use of standardized protocols for adult offender assessment instruments.

2.0 REFERENCES AND DEFINITIONS

.1 References

a. Chapter 353-6, HRS, Establishment of Community Correctional Centers

b. Chapter 353-10, HRS, Intake Service Centers

c. Chapter 353-62, HRS, Hawaii Paroling Authority (HPA); Responsibilities and Duties; Operations; Records, Reports, Staff

d. Memorandum of Agreement between the Department of the Attorney General (AG), Department of Public Safety (PSD), Department of Health (DOH), and the Judiciary, State of Hawaii, effective April 17, 2002.

.2 Definitions

a. Criminal Justice Agencies: The Probation Divisions, the PSD, and the HPA

b. Interagency Council on Intermediate Sanctions Policy Group: A group established by Order of Appointment, issued by Chief Justice Ronald Moon, January 11, 2002.

c. Level of Service Inventory-Revised (LSI-R): A predictive risk and needs scale that assesses an offender's propensity for further unlawful and rule-violating behavior based upon criminal history and dynamic risk factors.

d. Adult Substance Use Survey (ASUS): A comprehensive secondary assessment tool for substance abuse treatment.

e. Reassessment: A file and/or face-to-face interview to review an offender's risk/needs after the initial LSI and ASUS.

f. Over-ride: An assignment of an inmate to a different level of treatment/program as determined by risk/need instruments.

g. Criminogenic Needs: Attributes that are directly linked to criminal behavior.

h. Proxy: A jail abbreviated risk-screening instrument used to determine the level of investigation and supervision services to be provided to an offender.

i. LSI-R/ASUS Consent Form: A pretrial form signed by the defendant acknowledging his/her voluntary participation in being assessed by the LSI-R/ASUS.

j. Supervision Standards: Minimum required supervision tasks and activities determined by the defendant's classification.

k. Face to Face Contact: An interview by the assigned officer with the offender at the office, work place, home or other appropriate sites to provide counseling, acquire information, and provide information as part of supervision.

l. Certification: Passing scores of 3 or less scoring errors on the LSI and a .36 entry-level MI score.

m. Cyzap: Internet database used by all Criminal Justice agencies to store the offender's scores.

3.0 POLICY

.1 The PSD shall ensure that all eligible offenders including those in contracted out-of-state facilities are administered the LSI-R/ASUS by certified staff in a timely manner.

.2 The PSD shall maintain a common information system platform containing current offender-based information for interagency collaboration.

.3 The PSD shall be responsible for quality assurance in the application of the assessment instruments.

.4 Any significant changes to this policy will conform to the goal of the Interagency Council on Intermediate Sanctions (ICIS).

4.0 PROCEDURES

.1 Intake Service Center (ISC)

a. Staff shall complete the proxy-screening instrument at the initial intake interview.

b. Staff shall enter the scores of the proxy into the ISC database.

c. Staff shall attempt to obtain the offender's written consent to conduct the LSI-R and ASUS at the initial intake interview with all pretrial felon offenders.

d. Staff shall complete the LSI-R and ASUS on all pretrial felons granted supervised release that have signed a written consent and have a proxy score of 5 or higher.

e. Staff will complete the LSI-R and ASUS within 30 days of being released on supervised release.

f. Staff shall use the results of the LSI-R and ASUS data to assign the appropriate level of supervision.

g. Staff shall use the results of the LSI-R and ASUS data as guidelines to identify and address service and treatment needs of the offender.

h. Staff shall identify and request a need for score over-ride when deemed appropriate.

i. Staff will reassess the LSI-R and ASUS scores of the offender every 6 months or upon any significant event that alters the domain identified for change during the period of supervised release.

j. Staff shall enter the completed LSI-R and ASUS information in the Cyzap Internet database.

.2 Correctional Facilities (In State)

a. All newly sentenced inmates entering the Reception/Admission/Diagnostics (RAD) Unit shall have a LSI-R and ASUS completed by trained and certified staff within 45 days.

b. RAD staff shall use the results of the LSI and ASUS to identify appropriate program and treatment level when completing the Initial Prescriptive Plan.

c. LSI-R and ASUS reassessments shall be completed as part of the inmate transfer request packet submitted to the Inmate Classification Office for transfer to a minimum or community based facility.

d. LSI-R and ASUS reassessments shall be completed on all inmates within 24 months to their parole eligibility date.

e. LSI-R and ASUS Instruments shall be completed within 30 days of placing an inmate on furlough and within 60 days upon placing an inmate on extended furlough.

f. Staff shall enter the completed LSI-R and ASUS information into the Cyzap Internet database.

g. Staff shall reassess LSI-R and ASUS scores every 6 months upon admittance into a minimum or community-based facility or any significant event affects the six criminogenic factors identified in the LSI-R.

h. Staff may request an over-ride to a program and/or an identified level of treatment when appropriate. Such request shall accompany a request for such an exception through the inmate Exception Case form.

.3 Correctional Facilities (Out-of-State)

a. All inmates transferred out-of-state shall have a current LSI-R and ASUS completed by the sending facility.

b. LSR and ASUS reassessments shall be completed on all inmates returning to In-State Correctional Facilities for furlough, sex offender treatment programs, and parole, prior to their return to the State.

c. Mainland Branch staff shall enter the completed LSI-R and ASUS information into the Cyzap Internet Database.

5.0 RESPONSIBILITY

.1 Wardens and Branch Managers or designee shall ensure that all staff are properly trained and certified in the use of the LSI-R and ASUS.

a. Supervisors shall ensure that staff is appropriately trained to complete the proxy screening, LSI-R and ASUS instruments.

b. Supervisors shall ensure that staff is properly trained to enter and retrieve LSI-R and ASUS data from the Cyzap Internet database.

c. Supervisors shall ensure that the proxy-screening instrument is completed on all newly admitted pretrial felons in a timely manner.

d. Supervisors shall ensure that the LSI-R and ASUS initial and reassessment instruments are completed on all offenders meeting the criteria in a timely manner.

e. Supervisors shall be responsible for conducting random reviews of staff interviews and scoring of the LSI-R and ASUS instruments to maintain consistency in scoring and to identify any (gross) scoring errors.

f. Supervisors shall be responsible for identifying staff in need of retraining and developing an action plan. Such plan shall be submitted to the manager or warden for approval.

g. Supervisors shall be responsible for conducting random case reviews to ensure the LSI-R and ASUS data are being used as part of the case planning process.

h. Supervisors shall be responsible for reviewing and approving or disapproving any request for score over-rides.

6.0 SCOPE

This policy applies to all supervisors/managers and staff assigned to assess and evaluate offenders.

APPROVAL RECOMMENDED:

Deputy Director for Corrections — Date 12/11/09

APPROVED:

Director — Date 12/15/09

Level of Service Inventory -R

Assessment ID: DOCH-LSI-46650
Assessed: 06/29/10
Name: [redacted]

DOB:	[redacted]	**Sentence Date:**		**Unit:**	Jail/Prison
Gender:	Male	**Offense:**		**County:**	Hawaii
Assessor:	MHo@oahu	**Offense Group:**		**CS Eligibility:**	No
Purpose:	Reassessment	**Offense Type:**	Other_Class B		
Case #:		**Assessment Status:**	Post-Sentence		
SUHM:	3	**Disposition:**	Prision		

Total Score: 24 | Change Score: 19 | Risk: Moderate

N	Y		
		Criminal History	**0.50**
1.	X	Any prior adult convictions Num: **10**	
2.	X	Two or more prior convictions	
3.	X	Three or more prior convictions	
4. X		Three or more present offenses	
5.	X	Arrested under age 16	
6.	X	Ever incarcerated upon conviction	
7. X		Escape history from a correctional facility	
8. X		Ever punished for institutional misconduct	
9. X		Charges filed or status revoked on probation/parole	
10. X		Official record of assault/violence	
		Education/Employment	**0.90**
		When in labor market	
11.	X	Currently unemployed	
12.	X	Frequently unemployed	
13.	X	Never employed for a full year	
14.	X	Ever fired or asked to resign	
		School or when in school	
15. X		Less than regular grade 10	
16.	X	Less than regular grade 12	
17.	X	Suspended or expelled at least once	
18.	0	Participation/performance	
19.	0	Peer Interactions	
20.	0	Authority interactions	
		Finance	**0.50**
21. 2		Financial Problems	
22.	X	Reliance upon social assistance	
		Family/Marital	**0.25**
23. 2		Dissatisfaction with marital situation	
24. 2		Non-rewarding, parental	
25. 2		Non-rewarding, other relatives	
26.	X	Criminal-Family/Spouse	
		Accommodation	**0.67**
27.	1	Unsatisfactory	
28. X		Three or more address changes last year	
29.	X	High crime neighborhood	

N	Y		
		Leisure/Recreation	**0.00**
30. X		No recent participation in an organized activity	
31. 2		Could make better use of time	
		Companions	**0.80**
32. X		A social isolate	
33.	X	Some criminal acquaintances	
34.	X	Some criminal friends	
35.	X	Few prosocial acquaintances	
36.	X	Few prosocial friends	
		Alcohol/Drug Problem	**0.22**
37.	X	Alcohol problem, ever in lifetime	
38.	X	Drug problem, ever in lifetime	
39. 2		Alcohol problem in last 12 months	
40. 2		Drug problem in last 12 months	
41. X		Law violations	
42. X		Marital/Family	
43. X		School/Work	
44. X		Medical	
45. X		Other indicators *0*	
		Emotional/Personal	**0.00**
46. X		Moderate interference	
47. X		Severe interference, active psychosis	
48. X		Mental health treatment ever in lifetime	
49. X		Mental health treatment in last 12 months	
50. X		Psychological assessment indicated *0*	
		Attitudes/Orientation	**0.00**
51. 2		Supportive of crime	
52. 2		Unfavorable toward convention	
53. X		Poor toward sentence	
54. X		Poor toward supervision	

Comments/Override:

Section Notes

The Level of Service Inventory-Revised (LSIR) by D. A. Andrews, Ph.D and James L Bonta, Ph.D. © 1995, Multi-Health Systems Inc. In USA: 908 Niagara Falls Blvd., North Tonawanda, NY 14120-2060; 1-800-456-3003. In Canada: 3770 Victoria Park Ave., Toronto, Ontario, M2H 3M6; 1-800-268-6011. International: 1-416-424-1700. All rights reserved. Reproduced by permission.

ADULT SUBSTANCE USE SURVEY - ASUS

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Assessment ID: DOCH-ASUS-40748
Assessed: 06/29/10
Name: [redacted]

DOB:	[redacted]	**Prior**		**Last Yr**	**Assessor:** MHo@oahu
Age:	[redacted]	**AOD OP TX:**	1-2	2010	**Employment:** Unemp 3+ mo
Gender:	Male	**AOD IP TX:**			**Other Status:**
Ethnicity:	Other mixed	**MH TX:**			**Age of First Arrest:** 16
Marital:	Single-never married	**Drug Ed Class:**			
Education:	11 years	**AOD Arrests:**	2+	2008	

Substance Use History	Life time	Last 6 mo	Age of last use	Drug Category	Life time	Last 6 mo	Age of last use
1. Alcohol	50	0	23	7. Heroin	0	0	
2. Marijuana	50	0	23	8. Other Opiates	0	0	
3. Cocaine	0	0		9. Sedatives	0	0	
4. Amphetamines	0	0		10. Tranquilizers	0	0	
5. Hallucinogens	0	0		11. Cigarettes	No longer		
6. Inhalants	0	0					
				SUHM/Tx (based on LSITotal)	Intensive Outpatient		

Critical Summary: Blackouts four to six times. Became physically violent one to three times. Passed out one to three times. Seizure or convulsion one to three times. Committed a crime more than six times. Charged with DUI three to four times. Felt down and depressed a lot. Felt suicidal sometimes. Consider mental health assessment based on mood score.

ASUS Summary Profile

SCALE	Score	Low 1 2 | Medium 3 4 5 | High Medium 6 7 | High 8 9 10	NORM SET
1. Involvement1	8		
2. Disruption1	27		2542 adult probationers screened for potential alcohol or drug problem
3. Social	19		
4. Mood	10		
5. Global	64		
6. Six Month	0		
7. Defensive	8		
8. Motivation	18		
9. ASUS Rater	14		
10. Involvement2	8		668 IP & IOP Tx Clients
11. Disruption2	27		

Treatment Guidelines (based on ASUS Involvement and Disruption Score)

Involvement Score	Disruption Score	Level of Use & Problem Description	Tx Level
8	27	Medium involvement, medium-high AOD disruption and needs	4

Referral Guidelines: Comprehensive assessment. Moderate intensity outpatient (3-6 hrs wk), 5-9 months duration. UAs if drug use.

Evaluator Impression

AOD Use Involvement:	7-Moderate-High
AOD Use Disruption:	7-Moderate-High
AOD Use Service readiness:	6-Moderate-High
Comments	

Information in the ASUS summary is based on the client's self report. It is dependent on his or her ability and willingness to validly respond to the questions. It represents the individual's perception of self regarding alcohol and other drug use, concerns about self and relationship to others, and willingness to be involved in the change process. This information should be used only in conjuntion with information from all other sources when making referral or treatment decisions. No one piece of information from this or any other source should be used solely to make such decisions. It is always best to engage the client in a partnership when making referral and treatment decisions.

	DEPARTMENT OF PUBLIC SAFETY CORRECTIONS ADMINISTRATION POLICY AND PROCEDURES	EFFECTIVE DATE: APR 21 2010	POLICY NO.: COR.02.12
		SUPERSEDES (Policy No. & Date).: COR.02.12 & 07/28/99	
	SUBJECT: INMATE TRUST ACCOUNTS		Page 1 of 10

1.0 PURPOSE

To provide guidelines and standards governing inmate trust accounting systems.

2.0 REFERENCES AND DEFINITIONS

.1 References

a. Hawaii Revised Statutes (HRS) Chapter 353- Section 20, Custody of Moneys; Accounts for Committed Persons.

b. HRS Chapter 353- Section 21, Withdrawals; Forfeitures.

c. HRS Chapter 353- Section 22, Earnings Exempt from Garnishment etc.

d. Act 189, Sessions Laws of Hawaii (SLH) 1996, Relating to Garnishment of Inmate moneys.

e. Departmental Policies and Procedures (P&Ps) COR.02.05, Administrator Activity Trust Fund and COR.02.13, Monetary Donations to Inmate Trust Funds.

f. Standards for Adult Correctional Institutions, American Correctional Association, 4th Ed., Sections 4-4045, 4-4046, 4-4292, 4-4033, 4-4034.

.2 Definitions

a. Department Obligations: Articles or services purchased by an inmate from the Department such as copy machine services, drug screen testing, telephone calls, and so forth. For purposes of this Policy, this category does not include purchases from the inmate store.

b. Family Emergency: Includes but not limited to a family member's funeral or hospitalization due to serious injury or illness.

c. Facility Trust Checking Accounts: A checking account maintained at a bank under the name of a facility for use by a group of inmates under the trust fund accounting system.

d. Individual Inmate Savings Accounts: A savings account maintained at a bank under the name of an inmate for their personal use when actively participating in a work furlough program. These are restricted accounts

requiring the signature of both the inmate and facility in order to make withdrawals and deposits.

e. Legal Obligations: Payments ordered by the Court such as fines, restitution, damages, fees, costs, etc.

3.0 POLICY

.1 In accordance with the provisions of HRS, a trust account shall be established for all money a committed person may receive from either outside sources or from work performed while incarcerated. An accounting system shall be established which will enable the inmate to make withdrawals from their trust account and receive periodic statements showing credits and debits to their accounts. The accounting system shall also incorporate controls, which will ensure accurate record keeping, and the safeguard of funds.

.2 The trust account shall consist of two portions or accounts, a spendable account and a restricted account. As mandated by Departmental P&P COR.14.02, Inmate Work Program/Compensation, fifty percent (50%) in excess of $20 in any calendar month of all money earned by an inmate while incarcerated shall be held in a restricted account, which the inmate cannot draw from except under the provisions of this policy. The balance shall be deposited in a spendable account, which an inmate may draw from. The spendable account may consist of a bank checking and/or savings account. All money donated to an inmate from outside sources shall be deposited in the inmate's spendable account.

Upon discharge from incarceration, the balance of all money in the restricted and spendable account shall be given to the inmate.

.3 Inmates shall be given the option of maintaining their funds in either a joint inmate saving and checking account or an individual inmate savings account. Inmates may have unlimited access to a joint inmate account but the number of times an inmate may access an individual account shall be generally limited.

4.0 PROCEDURES

.1 Establishing a New Account

a. A trust account shall be established for all offenders upon initial entry into a correctional facility including contracted out of state correctional facilities. The account shall be identified by the name of the offender and their State Identification Number (SID). The account balance shall be established only after funds are received from the sending facility. For

those inmates who wish to have an individual savings and checking account, the bank where the funds are to be maintained shall be notified in writing that the accounts are to be classified as restricted. These restricted accounts shall require two signatures for withdrawal authorization, the inmates' and facility designated authority.

.2 Payroll Accounting

a. Daily

A daily record (timesheet) shall be maintained of hours worked by each inmate. The timesheet shall be verified and signed by the inmate's work supervisor.

b. Monthly

A payroll report shall be generated which shows the total hours for the month worked by each inmate, his or her pay rate and total monthly pay. Based upon this report, a warrant shall be generated for each inmate for his or her total monthly pay through the purchase order process. Upon receipt of the warrant and verification against time sheets and the payroll report, the monthly earnings shall be posted to the individual inmate's ledger. Fifty percent (50%) in excess of $20.00 shall be deposited in the inmates' restricted account and the balance deposited to their spendable account.

The monthly payroll report shall be verified by:

1. Comparing the total monthly hour amounts against the daily timesheets.

2. Checking that all inmates who received pay are inmates of a facility and that no inmates were left off the payroll report that should be paid.

3. Comparing the batch total of the payroll edit to the total payroll invoice sent to the Facility Fiscal Office for payment.

.3 Deposit of Receipts

a. Daily

1. All receipts shall be posted within two (2) working days from the day they are received to the inmate's ledger (reference

Departmental P&P COR.02.13, Monetary Donations to Inmate Trust Funds).

2. A batch total of the amounts recorded in the ledgers shall be made and compared to the amount of an adding machine tape of the total deposits for the cash receipts book.

3. All receipts shall be deposited in the bank on the next working day after they are received. If receipts are not sufficient to warrant daily deposits, a Facility may deposit receipts on a weekly basis or every few days. However, no more than $100 of daily receipts at any time shall be held at a facility.

   All monies held for deposit shall be placed in an officially designated secure location daily.

4. The deposit slip from the bank shall be compared and attached to the applicable batch of cash receipt slips in the cash receipt book or in a receipt file.

b. Monthly

A receipt journal shall be generated showing all entries and compared to the entries in the cash receipt book.

.4 Disbursements

a. Check Requests (Spendable Account)

1. Inmates who wish to withdraw funds from their account shall make their request in writing. The written request shall be approved by the inmate's residency manager or other designated authority.

2. Upon approval of the request, a check shall be made and recorded in the check register. The transaction shall be posted to the inmate's ledger with the check number.

3. The inmate's written request shall be kept on file in the Facility's Business Office.

4. A daily comparison shall be made of the total input to the ledgers with the batch total of all checks posted.

b. Store Orders

All store orders shall be posted to the inmate's ledger (spendable account). A check shall be prepared and drawn from the trust account for the total of the store order. The check shall be recorded in the check register.

Each facility shall be responsible for establishing a control system which will ensure the integrity and accuracy of the inmate store accounting system.

c. Spendable Accounts

The following are authorized deductions from an inmate's spendable account:

1. Articles purchased from the inmate store or commissary.

2. Departmental and facility obligations

3. Articles or services purchased by an inmate from outside sources which are authorized by facility administration.

4. Legal obligations.

5. Special family needs (food, rent, utilities, school supplies, clothing etc.) that are verified and documented by bills or invoices.

   Special family needs (contracted out-of-state facilities only) is limited to the inmate's portion of long distance phone bill that is verified and documented by bill/invoice from the phone company. Check will be made payable directly to the phone company and not to the inmate's family member.

6. Payment to the individual Accounts Receivable balance.

d. Restricted Accounts

The following are authorized deductions from restricted accounts, which may be made if sufficient funds are not available in the inmate's spendable account, upon approval of the Warden or designee:

1. Family emergency.

2. Departmental and facility obligations.

3. Legal obligations.

4. Payment to the individual Accounts Receivable balance.

5. Special program needs (work tools, work clothes, medical services) or for other circumstances based on a case-by-case assessment.

6. Seasonal clothing (Contracted Out-of-State facilities only) that includes winter apparel (i.e. thermals, long-johns, wool socks/caps, and heavy sweatshirts/sweatpants) based on a case-by-case assessment.

7. Electronic Items (Contracted Out-of-State facilities only) for inmates with 15 years or more on TPD and are making regular restitution payments based on a case-by-case assessment.

.5 Savings Accounts

a. Deposits to Accounts

1. An inmate may transfer funds from their checking account to their savings account (spendable or restricted). Those who wish to do so must make their request in writing.

2. The deposit amount shall be posted to the inmate's ledger and the funds deposited to the account at the bank.

3. A copy of the bank receipt shall be forwarded to the inmate.

b. Authorized Withdrawals

1. Spendable Account

The following are authorized deductions from an inmate's spendable account:

a) Articles purchased from the inmate store.
b) Department and facility obligations.
c) Articles or services purchased by an inmate from outside sources which are authorized by facility Warden.
d) Legal obligations.

2. Restricted Accounts

The following are authorized deductions from restricted accounts which may be made if sufficient funds are not available in the inmate's spendable account:

a) Family emergency.
b) Department obligations.
c) Legal obligations.

In cases where a family emergency is not covered as defined, the facility Warden shall determine what is or is not a family emergency.

c. Garnishment

Inmate accounts shall be subject to garnishment or attachment for cause of an action or claim against an inmate in the following order of priority (If sufficient funds are not available in the inmate's spendable account, the funds shall come from their restricted account):

1. Victim restitution as ordered by the court.

2. Child support payments as ordered by the court.

3. Replacement costs for damage, destruction, or loss of State property that may have been caused by the inmate including all other costs associated with the damage to the property. If an inmate does not have sufficient funds in their accounts to cover replacement costs, their account shall be debited.

4. Reimbursement for the extraordinary cost of photocopying or postage which has been advanced by the facility to an inmate for litigation purposes.

d. Withdrawal Procedures

1. All requests for withdrawal from accounts shall be made in writing by the inmate. The request shall be approved by the inmate's residency manager or other designated authority.

2. Upon approval, the inmate shall complete and sign the bank's withdrawal form. The staff member in charge of inmate accounts shall also sign the withdrawal form.

3. The withdrawal shall be posted to the inmate's savings ledger.

4. A copy of the bank receipt for the withdrawal shall be forwarded to the inmate.

e. Monthly Accounting and Reconciliation

1. All bank statements for joint inmate savings and checking accounts shall be reconciled. The amounts of the bank statements shall be reconciled to the individual ledgers.

2. Any discrepancies reported by an inmate concerning their bank statement shall be promptly investigated by the facility. If the facility cannot reconcile the discrepancy, the situation shall be reported in writing through the chain of command to the Department Business Management Office.

.6 Quarterly Trust Fund Accounting

a. A copy of the inmate's ledgers (spendable and restricted) shall be made and forwarded to the inmate each quarter. However, inmates shall be allowed to request a copy of their ledger anytime in between the quarter periods but not more than once a month. This request shall be made in writing.

1. Any discrepancies reported by and inmate concerning their bank statement shall be promptly investigated by the facility. If the facility cannot reconcile the discrepancy, the situation shall be reported in writing through the chain of command to the Department Business Management Office.

b. Form PSD 1996, Funds Not Deposited in State Treasury (see attached) shall be prepared quarterly by the 15th day after the end of the quarter for each type of inmate account and the balance on the form reconciled with the ledger balances. Upon completion, Form PSD 1996 shall be forwarded to the Fiscal and Supply Services Office in Department Administration.

c. The Fiscal and Supply Services Office shall summarize the receipts and disbursements for all correctional facilities using Form PSD 1996 and prepare a journal voucher recording all receipts as revenue and all disbursements as expense. The journal voucher shall be forwarded to the Department of Accounting and General Services.

.7 Discharge of an Inmate

a. Upon notification that an inmate will be discharged from custody, the inmate's account shall be reviewed prior to release to ensure the balance is current and all transactions (payroll, purchases, etc.) have been posted.

b. The inmate may be allowed to keep their individual savings and checking account at the bank. Upon day of discharge, the inmate shall be given their savings passcard and other financial documents held by the facility. A notice that the account is not longer restricted shall be sent to the bank.

c. Approval for payment of all compensation due an inmate shall be made only by the facility administrator or their designee. Form PSD 1995, Release of Inmate Funds (see attached), shall be used for this authorization.

d. Upon day of discharge, inmates with their funds in a joint account shall be given a check for the full amount of their balance. In those cases where there is a delay in the posting of transactions such as monthly payroll or if a release occurs without prior notification to the Facility Fiscal Office, the inmate shall be notified in writing of the reason for the delay.

e. The Facility Release Section shall inform the inmate that he may return during the Facility Fiscal Office's normal work hours to obtain his funds. The Facility Release Section shall obtain an address where the inmate's funds may be forwarded, if the inmate fails to report to the Facility Fiscal Office.

f. The Facility Fiscal Office shall forward all of the inmate's funds to the address specified by the inmate at the time of release within 5 working days.

g. If the Facility Fiscal Office receives the inmate's check back due to problems with the mailing address the check shall be voided. The funds shall be maintained as an inmate spendable account, until the inmate makes an inquiry or returns to incarceration. If the inmate is re-incarcerated then all funds will be forwarded to the appropriate facility as spendable account funds.

.8 Transfer of an Inmate

a. When an inmate is transferred to another facility, the receiving facility shall establish an account for the inmate.

b. Within 24 hours after the date of transfer, the sending facility shall review the inmate's accounts to ensure the balance is current and all transactions (payroll, purchases, etc.) have been posted. A check for the current balance shall then be forwarded to the receiving facility where applicable, along with any other financial documents held by the sending facility such as bank passcard, etc.

5.0 SCOPE

This policy applies to the inmate trust accounting functions at all correctional facilities.

APPROVAL RECOMMENDED:

Deputy Director for Corrections — 4/19/10 Date

APPROVED:

Director — 4/21/10 Date

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY

FUNDS NOT DEPOSITED IN STATE TREASURY

Division _____ For Period Ended _____

Branch _____

Section/Unit _____

TITLE _____

Beginning Balance: _____ $ _____
(Date)

Receipts:

Source Codes	Amounts $
_____	_____
_____	_____
_____	_____
_____	_____

Total Receipts:

Disbursement:

Personal Services	_____
Other Current Expenses	_____
Capital Outlay	_____
Other Government Costs	_____
Non-Government Cost Payments	_____

Total Disbursements $ _____

Transfers $ _____

Ending Balance: _____ $ _____
(Date)

Contact Person: _____

Telephone: _____

I certify that the information shown in the above statement is correct to the best of my knowledge and belief.

_____
Signature

_____
Date

PSD 1996 (11/2009)

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY

RELEASE OF INMATE FUNDS

In accordance with the provision of Department of Public Safety Policies and Procedures, all funds in our control, which are due _____

APPENDIX E - INMATE TRUST ACCOUNT

(Inmate)

SSN _____ are approved for payment upon release from the custody of

_____ on _____
(Facility) (Date/Time)

Clerk Verification

Check No. _____

Date Issued _____

Approved _____
(Administrator/Designee)

Date _____

PSD 1995 (11/2009)

..... tear .....

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY

RELEASE OF INMATE FUNDS

In accordance with the provision of Department of Public Safety Policies and Procedures, all funds in our control, which are due _____

(Inmate)

SSN _____ are approved for payment upon release from the custody of

_____ on _____
(Facility) (Date/Time)

Clerk Verification

Check No. _____

Date Issued _____

Approved _____
(Administrator/Designee)

Date _____

PSD 1995 (11/2009)

	DEPARTMENT OF PUBLIC SAFETY CORRECTIONS ADMINISTRATION POLICY AND PROCEDURES	EFFECTIVE DATE: 2/19/09	POLICY NO.: COR. 18.01
		SUPERSEDES (Policy No. & Date): 02/10/2000	
	SUBJECT: INMATE CLASSIFICATION SYSTEM		Page 1 of 11

1.0 PURPOSE

To provide a manual of policy and instructions for effecting branch facility custody levels and custody designations for branch facilities, and to provide an organized and efficient method of implementing the Department's inmate classification system

2.0 REFERENCES & DEFINITIONS

.1 References

a. Hawaii Administrative Rules of the Corrections Division, Title 23, Subchapter 107, Inmate Classification

b. Hawaii Revised Statutes, Chapter 706, Disposition of Convicted Defendants

c. ACA: Guidelines for the Development of a Security Program, Second Edition, Classification and Facility Security Levels

d. Department of Public Safety, Policy and Procedure No. 493.18.07, Exception Case

e. Department of Public Safety, Classification Coding Instructions Manual

.2 Definitions

a. Initial Classification

The initial classification of a jail or prison inmate is conducted to determine the custody designation appropriate to the inmate's needs and the risk the inmate represents to security. The five custody designations to which an inmate can be assigned are: maximum, close, medium, minimum, and community.

1. Jail inmates should have an initial custody screening instrument completed within seventy-two hours (72) hours of admission to the department; and

2. Prison inmates shall have an initial custody instrument completed within sixty (60) days upon transfer to the RAD unit.

b. Reclassification

A formal re-assessment of the inmate's custody designation. Reclassification shall be conducted at least every six months (after the last classification action) or every 12 months for inmates designated as community custody and after any change which may affect the inmate's security or custody designation, i.e., following new sentence(s), sentence reduction, or adjudicated major (high or greatest) misconduct(s).

c. Classification Committee

The authority for all adverse institutional classification actions is delegated to this committee. The classification committee should consist of one or more members. The composition of the committee may include the Facility Classification Coordinator/designee, case manager, or other members as deemed appropriate by the branch facility Warden or their designee.

d. Initial Classification Instrument

The initial prison classification instrument shall be completed by the RAD case manager assigned to the inmate.

e. Reception, Assessment, Diagnostic (RAD)

A Reception, Assessment, Diagnostic Unit that conducts an Initial Classification, Level of Service Inventory-Revised (LSI-R), Adult Substance Use Survey (ASUS), and a prescriptive plan for services based on information from the LSI-R and ASUS on all newly sentenced felons in the Hawaii correctional system.

f. Facility Classification Coordinator

Ensures that all classification actions or recommendations conform to departmental policy and procedures on Inmate Classification.

g. Custody Designation

The result of a classification process that determines placement at or within a facility based on housing, programming, and the degree of staff supervision required by the inmate.

h. Custody Level

Custody level will determine the degree of physical control and staff supervision that an inmate requires. This will determine the inmate's facility designation and types of programs the inmate will have access to. Custody level is based upon a number of factors, including but not limited to operational and physical plant criteria. A single facility may have more than one level of security within its perimeter. There are five custody levels: maximum, close, medium, minimum and community.

i. Prison Inmate

Any inmate committed to serve more than a one (1) year sentence, including sentenced misdemeanants with consecutive terms totaling greater than one year. Also includes parole violators.

j. Jail Inmate

Any inmate committed to serve less than one year (probation felons, sentenced misdemeanants, sentenced petty misdemeanants), pre-trial detainees, federal/other state holds. Also includes probation violators pending violation hearing adjudication.

k. Initial Classification Instrument

The form used to determine initial prison inmate custody designation and to determine initial inmate facility placement. This form is completed by the Reception, Assessment and Diagnostic (RAD) unit assigned case manager.

l. Reclassification Instrument

The form used to determine adjustments in inmate custody designation after the establishment of the minimum term by the Hawaii Paroling Authority and also used to recommend transfer to a different facility or housing level than currently assigned.

m. Initial Custody Screening Instrument

The form used to determine initial jail inmate custody designation and

recommend housing assignment. This form is completed by the Intake Service Center social worker at the various Intake Service Centers.

n. Jail Classification Review Instrument

The form used to determine adjustments in a jail inmate's custody designation upon a change of status from pre-trial to sentenced jail.

o. Exception Cases

Cases in which administrative action may override the custody scoring to ensure appropriate placement. These actions will provide for the safety of staff, inmates and the community, and will help ensure the good management of the facility.

p. Inmate Housing

Principal area of housing assignment, i.e., residency module, annex, holding unit or other living accommodations for offenders within a facility perimeter.

q. Institutional Program Areas

Areas within a facility perimeter where inmates participate in programs such as educational, vocational, and specialized treatment, that allow for freedom of movement under general supervision.

r. Security Area

Established limits within a facility where inmates cannot proceed past unless under escort.

s. Security Perimeter

The outer most fence or wall that defines the secure boundaries of a facility.

t. Periphery of Property

The outer most boundary of the property upon which the correctional facility is situated.

u. Orientation/Intake Unit

Each facility with sentenced felon populations should have an intake Orientation Unit where newly admitted/transferred inmates shall be housed until the transfer assessment process is completed, and appropriate housing and program assignments are determined.

v. Adverse Classification Action

Adverse classification action is any increase of one step or more in custody designation. Other types of adverse actions are: transfer of a pretrial or state/federal hold inmate to prison and transfer of an inmate for the purpose of providing more restrictive security, the result of misconducts, and/or change in sentencing status.

3.0 POLICY

A systematic and objective classification program shall be established to facilitate correctional goals which promote public safety and reintegration opportunities through placement in programs involving increasing degrees of community involvement.

Classification shall be based on a need for differential care and handling of inmates, according to the individual's assessed needs and the risks presented. The classification process is two-fold: i.e., initial classification for appropriate facility assignment and reclassification for movement between security levels and/or facilities. While evaluations are consistently based on a specific set of variables, sensitivity to the inmates changing needs and behavior are not precluded.

Each inmate under the care and custody of the Department of Public Safety shall be classified for security purposes according to the level of risk he/she represents to the facility and to the community at large. It is also the Department's policy that each inmate should be classified at the least restrictive capacity consistent with security needs. No inmate should receive more supervision or be kept at a more secure status than his/her potential risk dictates. Whenever possible, inmates shall be assigned to housing consistent with their custody.

In the implementation of the classification system, the following shall be adhered to:

.1 Segregation of inmates shall not be based on race, color, creed, national origin, or religion.

.2 Whenever possible, violent, predatory inmates, and inmates who may be subjected to violent acts shall be housed separately from the general population.

.3 Jail inmates shall be housed separately from prison inmates, unless a threat is posed to the good management of the facility, and an exception case transfer form (DOC 8202) is initiated through the adverse custody hearing process. Approval shall be retained through the Classification Office.

.4 Males shall be housed separately from females.

.5 All adverse classification actions shall be conducted in an objective manner to ensure due process safeguards.

4.0 CLASSIFICATION DESIGNATIONS

The following classification designations will be used in assigning inmates to appropriate supervision:

.1 Maximum Custody

Maximum custody will be reserved for inmates who have shown through their institutional behavior that they are unable to function appropriately in the general population, regardless of the amount of time left to serve. This will include the violent, predatory, chronically disruptive, and serious management problem inmates who disrupt the safe operation of a facility. The decision to place an inmate in maximum custody must be judiciously made through an exception case request and will be subject to monitoring by the facility classification committee at a minimum of every 6 months.

When classified maximum custody, the inmate is assigned to a highly restricted area or to a maximum security-type facility. These inmates definitely present an escape risk and/or management problem. Public safety is a major concern for these types of inmates. The level of supervision required for maximum custody is as follows:

	Supervision Required
Residency Area:	Restricted to room or quadrant; constant surveillance.

Security Area:	Movement under escort and with or without restraints; constant supervision
Outside Security Area, within Perimeter:	Movement under escort of two uniformed officers, with restraints; constant supervision.
Outside Perimeter:	Restraints and escort shall be in accordance with the provisions of confidential Policies COR. 08.01, Court appearance and Transport of Inmates and COR 08.24, Use of Mechanical Restraints
Meal Movement:	Fed in cell or quadrant.

.2 Close Custody

This custody will be used for those inmates with long minimum sentences (21 years or longer), serious escape risks, and other types of inmate characteristics that may require higher controls in the general population. Inmates placed in close custody as a result of a long minimum sentence shall be reviewed after five years of observation for consideration of reduction of custody to medium. Should a reduction of custody level not be granted at the first review, the inmate shall be reviewed every year thereafter until medium custody is attained. The close custody inmate will be assigned to facilities designated as medium, but will be subject to restrictions concerning the hours they are allowed to mix with the general population and the types of programs they may participate in. Close custody inmates cannot be assigned to programs outside the security area, such as motor pool or outside worklines. Close custody inmate will be subjected to security headcounts every two hours outside their residency area. The levels of supervision for close custody inmates are as follows:

	Supervision Required
Residency Area:	Freedom of movement; constant surveillance.
Security Area:	Movement under constant surveillance; report for count every two hours. Must be under escort after daylight hours.

Outside Security Area, within Perimeter:	Movement under escort; constant surveillance.
Outside Perimeter:	Restraints and escort shall be in accordance with the provisions of confidential Policies COR.08.01, Court appearance and Transport of Inmates and COR 08.24, Use of Mechanical Restraints.
Meal Movement:	In general population dining area under constant supervision.

.3 Medium Custody

Medium custody may include long term moderate and low risk prison inmates or marginal risk inmates. The inmate's institutional conduct and adjustment indicates a need for continuous control and frequent supervision. Medium custody is also assigned to parole/probation violators prior to a revocation hearing.

The medium custody inmate is assigned to a more secure residency area within a multi-level security facility or to a medium security-type facility. These inmates may present an escape risk or management problem(s). The levels of supervision for medium inmates are as follows:

	Supervision Required
Residency Area:	Freedom of movement; constant or intermittent supervision.
Security Area:	Movement with constant or intermittent supervision.
Outside Security Area, within Perimeter:	Movement under escort; constant surveillance.
Outside Perimeter:	Restraints and escort shall be in accordance with the provisions of confidential Policies COR.08.01, Court

	appearance and Transport of Inmates and COR 08.24, Use of Mechanical Restraints.
Meal Movement:	Under general supervision.

.4 Minimum Custody

Minimum custody is for low risk prison and jail inmates who have 48 months or less to parole/release eligibility and have demonstrated through their institutional conduct and adjustment a minimal need for control and supervision, have no felony hold or detainer, have not been involved in a violent episode within the last 12 months, and did not escape or attempt to escape from the department within the last seven years. Medical and mental health clearance is required for transfer to a minimum-security facility. Inmates who refuse to actively participate in available correctional programs to address-identified problem areas shall be excluded from minimum or community custody. Inmates on psychotropic drugs are also excluded, unless they have been approved/cleared by the facility psychiatrist. Inmates identified for sex offender treatment must obtain clearance from the Administrator of the Sex Offender Treatment Program. The inmate is assigned to the least secure housing area available within multi-level facility or to a minimum-security facility. These inmates tend to present low escape risk or management problems. The levels of supervision required for minimum custody are as follows:

	Supervision Required
Residency Area:	Freedom of movement is allowed within the residency and multi-purpose area with intermittent supervision.
Security Area:	Movement under intermittent surveillance.
Outside Security Area, within Perimeter:	Movement under escort; constant surveillance.
Outside Perimeter:	Restraints and escort shall be in accordance with the provisions of confidential Policies COR.08.01, Court appearance and Transport of Inmates and COR 08.24, Use of Mechanical Restraints.

Meal Movement:	Under general supervision.

.5 Community Custody

Community custody is a program custody for low risk prison or jail inmates who have met the requirements for minimum custody and are within ***24*** months to discharge or parole eligibility. Medical and mental health clearance is required to ensure participation in community service worklines and/or furlough ***with*** or ***without*** restrictions. Inmates on psychotropic drugs are to be excluded, unless they have been approved by the facility psychiatrist. Those inmates identified for sex offender treatment require a Sex Offender Custody Level Review recommendation for community custody (see attachment, form DOC 8760). Those inmates identified for sex offender treatment who do not have the recommendation of the Sex Offender Treatment Program Administrator will be excluded from community custody. This is to ensure satisfactory completion of the Sex Offender treatment program in a secured setting and appropriateness for furlough participation.

Inmates who refuse to actively participate in available correctional programs to address-identified problem areas shall be excluded from minimum or community custody.

Community custody inmates require the following levels of supervision:

	Supervision Required
Residency Area:	Freedom of movement with intermittent surveillance.
Security Area:	Movement under intermittent surveillance.
Outside Security Area, within Perimeter:	Movement with or without escort.
Outside Perimeter:	Movement with or without escort. There are instances in which security requires an inmate to be restrained.
Meal Movement:	Under general supervision.

COR P & PM	SUBJECT: INMATE CLASSIFICATION SYSTEM	POLICY NO.: COR. 18.01 EFFECTIVE DATE: 2/19/09 Page 11 of 11

5.0 RESPONSIBILITY

.1 Wardens, in coordination with the Department Classification Officer, have the ultimate responsibility of administering this policy.

.2. The designated Facility Classification Coordinator is responsible for ensuring that all actions and recommendations of the committee conform to the requirements of Chapter 18 of the Corrections Administration policy and procedures manual.

6.0 CLASSIFICATION ACTIONS

Classification of inmates shall be made in accordance with instructions contained within the Classification System Manual and Coding Instructions.

7.0 SCOPE

This policy shall apply to all correctional facilities.

APPROVAL RECOMMENDED:

Deputy Director for Corrections

1/30/09

Date

APPROVED:

Director

2/19/09

Date

Attachment

State of Hawaii
Department of Public Safety
Sex Offender Treatment Program

CONFIDENTIAL
WHEN COMPLETED

SEX OFFENDER CUSTODY LEVEL REVIEW

INMATE'S NAME: _____
(Last) (First) (Middle Name or Initial)

INMATE'S ID #: _____ DOB: _____
(SID # / SS #) (Date of Birth)

PED/EPH: _____ TODAY'S DATE: _____
(Parole Eligibility Date/Early Parole Hearing)

1. The inmate is incarcerated at:

   ☐ Halawa Correctional Facility ☐ Kulani Correctional Facility ☐ Other _____

   Case Manager _____

2. In which Circuit was the inmate sentenced?

   ☐ First, Oahu ☐ Third, Hawaii
   ☐ Second, Maui ☐ Fifth, Kauai

3. Is inmate currently incarcerated because of a conviction for sexual offense?

   ☐ Yes. CR#_____ Charge: _____

   ☐ No. If not a sexual offense, on what charge is inmate convicted? CR#_____

   Charge: _____

4. If inmate is NOT convicted for a sexual offense, he may qualify as a sex offender because of a:

   ☐ Instant offense sexually motivated.
   ☐ Prior sex offense conviction as an adult.
   ☐ Prior sex charge as an adult.
   ☐ Prior sex offense conviction as a juvenile.
   ☐ Prior sex charge as a juvenile.
   ☐ Other:_____

5. Noteworthy factors include any history or incidents during incarceration of: (☒ all that apply)

   ☐ Substance abuse, dirty UAs
   ☐ Pornography in cell, seeks subscription to erotica
   ☐ Violence/threats/attacks on ACO's, staff, or inmates
   ☐ Health problems that hinder work
   ☐ Poor performance on work details, firings, quitting
   ☐ Deviant sexual behavior/proposition to staff or inmates
   ☐ Non-compliance with programs, educational goals
   ☐ Escapes (including attempts)
   ☐ Other:_____

6. Does offender refuse to participate in SOTP or deny he needs further treatment?

   ☐ Yes ☐ No

7. Comments

SOTP Administrator's Recommendation

☐ Medium
☐ Minimum
☐ Community

_____
SOTP Administrator's Signature

_____
Date

Attachment – 2

STATE OF HAWAII

TIME OF PERFORMANCE

This agreement shall be effective from July 1, 2011 up to June 30, 2014, subject to the availability of funds. Unless terminated, the contract may be extended for not more than two (2) additional twelve-month periods or portions thereof, upon mutual agreement in writing.

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

A. COMPENSATION

1. Payment to the Provider shall be made on the, per inmate per bed day cost, using the per diem schedule below[~~.~~] as authorized by each quarterly purchase order issued against this contract for the period stated on the purchase order. [redacted]

   CCA: [redacted]

   Effective July 1, 2011 to June 30, 2012, price per day per inmate for the SCC, RRCC and FCC shall be $63.85.

~~Facility~~	~~Per Diem~~	~~Inmates~~	~~Days~~	
~~SCC~~	~~$ 63.85~~	~~1896~~	~~92~~	~~$ 11,137,483.20~~
~~RCC~~	~~$ 63.85~~	~~60~~	~~92~~	~~$ 352,452.00~~
~~FCC~~	~~$ 63.85~~	~~0~~	~~0~~	~~$ —~~
	~~total inmates~~	~~1956~~		~~$ 11,489,935.20~~

   ~~The funding above represents the contract period from July 1, 2011 to September 30, 2011.~~

   CCA [redacted]

   Subject to legislative appropriations, on July 1 of each contract year, beginning July 1, 2012, the basic daily fee shall increase by 2.5% or by the previous year's Consumer Price Index for all Urban Consumers, West Region (CPI-U $_{\text{West Region}}$) as prepared by the United States Bureau of Labor Statistics (available at http://data.bls.gov/cgi-bin/surveymost?cu), whichever is greater, but not to exceed 3%. Baseline of the April 2011 index of 227.837.

   This agreement shall be effective from July 1, 2011 up to June 30, 2014. Unless terminated, the contract may be extended for not more than two (2) additional twelve-month period or parts thereof, upon mutual agreement in writing.

2. The daily per diem rates shall include all costs associated with the carrying out of the terms of this Contract, including treatment services. Treatment services shall include personal counseling, educational services, substance abuse treatment, vocational programming and all inmate services as specified in this Contract.

3. The Provider shall provide all health, dental and vision care to inmates at no additional cost to the State except for the following reimbursable expenses: services requiring hospitalization that includes physician reimbursement, services/procedures requiring anesthetics other than Novocain or similar local anesthetics or nitrous oxide that includes physician or anesthetist reimbursement, major surgical and other invasive procedures that includes physician reimbursement and any procedure requiring the use of special limited-use equipment not available at the facility. Of these reimbursable services, the Provider shall pay one hundred percent (100%) of the reimbursable expenses up to two thousand dollars ($2,000) per incident. The State shall pay one hundred percent (100%) of the reimbursable expenses in excess of that amount for any single incident, except as provided in paragraph below.

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

The State shall not be responsible for health care, any illness or injuries, or any cost incurred while an Inmate is on escape status or resulting from the negligence or fault of the Provider or the Provider's employees or agents.

4. The State shall be responsible for medication or regimens specifically aimed at the treatment of conditions associated with AIDS/HIV and Hepatitis C, provided that the Provider follows State protocols for treatment. Routine medical care for inmates who have Hepatitis C or AIDS or are HIV positive are the responsibility of the Provider.

5. The State shall be responsible for the cost of immunizations under Section 16(k);

6. The State shall be responsible for the cost of preventive screening under Section 16(l);

7. If an Inmate with visual acuity 20/50 or worse does not have sufficient funds to pay for corrective eyeglasses, the Provider shall provide the eyeglasses at the State's expense provided that the State approves of the purchase and the Inmate agrees in writing to reimburse the State for the cost. In such cases, the eyeglasses shall be limited to a small number of basic generic styles;

8. In the event that an Inmate is hospitalized for cancer treatment and such hospitalization exceeds five (5) consecutive calendar days then beginning on the sixth (6) calendar day, the State shall be responsible for the costs of the security during the hospital confinement and shall reimburse the Provider for the security rate of $36.66 per hour per officer;

9. In the event that an Inmate is hospitalized for any reason other than cancer treatment and such hospitalization exceeds fourteen (14) consecutive calendar days then beginning on the fifteenth (15) calendar day, the STATE shall be responsible for the costs of the security during the hospital confinement and shall reimburse the PROVIDER for half of the security rate of $36.66 per hour per officer;

10. The STATE shall reimburse the PROVIDER for Inmate pay/workline wages consistent with the current workline pay scale in Hawaii's correctional facilities;

11. The STATE shall be responsible for the costs on Inmate transportation in accordance with Scope of Services, Section 5; and

12. If the PROVIDER charges any other entity a per diem for the provision of the exact same services set out herein at the facility that is lower than specified in this Exhibit, the Provider agrees to notify the State of such, and will, upon request of the State, agrees to amend this Contract to reduce the State's per diem to the lower per diem amount on the same day the lower fee becomes effective for the other entity under similar terms and conditions contained in the other entity's contract;

B. <u>INVOICING & PAYMENT</u>

1. The Provider shall submit original copies of the following invoices:

   1) Housing Per Diem Invoice

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

2) Medical Services and HIV/HEP C Invoices
3) Workline Wages Invoice

2. Original invoices shall be mailed to:

State of Hawaii
Department of Public Safety
Mainland & FDC Branch
919 Ala Moana Boulevard, 4th Floor
Honolulu, HI 96814

Attn: Mainland Branch Administrator

All invoices shall reference the contract number and solicitation number. If any invoices are sent via Federal Express, please call the PSD Mainland Branch Administrator.

3. Pursuant to Section 103-10, Hawaii Revised Statutes, the State of Hawaii shall have up to 30 calendar days after receipt of the original invoice to make payment. A facsimile copy shall not serve as the original copy. The State will take all reasonable steps to effect payment to the Provider by wire transfer. All payments shall be made in accordance with and subject to Chapter 40, Hawaii Revised Statutes.

All wire payments shall be made through First Hawaiian Bank:

To: Wachovia Bank
Charlotte, North Carolina
ABA: 111025013
Account No. 2000727624424
Ref: Corrections Corporation of America

Effective October 15, 2011:

To: WELLS FARGO
Charlotte, NC
ROUTING: 121000248
SWIFT BIC: WFBIUS6S
CHIPS: 0407
ACCOUNT No.: 2000727624424
Ref: Corrections Corporation of America CC [redacted]

4. Final Payment Requirements. The Provider is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

Attachment – 3

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

Consumer Price Index - All Urban Consumers
Original Data Value

Series Id: CUUR0400SA0
Not Seasonally Adjusted
Area: West urban
Item: All items
Base Period: 1982-84=100
Years: 2001 to 2011

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2001	178.3	179.3	180.1	180.4	181.3	182.0	182.0	181.9	182.5	182.5	182.3	181.6
2002	182.4	183.2	184.0	185.1	184.8	184.5	184.7	185.3	185.7	185.8	185.8	185.5
2003	186.6	188.1	189.3	188.8	188.5	188.1	188.4	189.2	189.6	189.4	188.5	188.3
2004	189.4	190.8	192.2	192.3	193.4	193.3	192.9	193.0	193.8	195.0	195.1	194.2
2005	194.5	195.7	197.1	198.6	198.8	198.0	198.6	199.6	201.7	202.6	201.4	200.0
2006	201.7	202.7	203.8	205.3	206.9	206.4	206.7	207.5	207.8	207.1	206.3	206.2
2007	207.790	208.995	210.778	212.036	213.063	212.680	212.542	212.406	212.920	213.917	214.904	214.733
2008	215.739	216.339	218.533	219.437	221.009	223.040	223.867	222.823	222.132	221.034	217.113	214.685
2009	215.923	217.095	217.357	217.910	218.567	219.865	219.484	219.884	220.294	220.447	219.728	219.307
2010	219.989	220.179	220.809	221.202	221.417	221.147	221.331	221.523	221.384	221.708	221.671	222.081
2011	223.149	224.431	226.558	**227.837**								

CONTRACT NO. _____

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments or Agencies as Delegated by the Director of Human Resources Development[1].

Pursuant to the delegation of the authority by the Director of Human Resources Development, I certify that the services provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, Hawai'i Revised Statutes ("HRS").

[redacted] 6/16/2011
(Signature) (Date)

Jodie F. Maesaka-Hirata
(Print Name)

Director
(Print Title)

[1] This part of the form may be used by all department heads and others to whom the Director of Human Resources Development (DHRD) has delegated authority to certify §76-16, HRS, civil service exemptions. The specific paragraph(s) of §76-16, HRS, upon which an exemption is based should be noted in the contract file. **NOTE:** Authority to certify exemptions under §§ 76-16(2), 76-16(12), and 76-16(15), HRS, has not been delegated; only the Director of DHRD may certify §§76-16(2), 76-16(12), and 76-16(15) exemptions.

2. By the Director of Human Resources Development, State of Hawai'i.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

_____ _____
(Signature) *(Date)*

_____
(Print Name)

_____
(Print Title, if designee of the Director of DHRD)

AG Form 103F (9/08)
Competitive

CONTRACT NO. _____

PROVIDER'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of:

Corrections Corporation of America
(Name of PROVIDER)

PROVIDER, the undersigned does declare as follows:

1. PROVIDER ☐ is* ☒ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).

2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).

3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).

4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawai'i Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the

* Reminder to agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of $10,000, the Contract may not be awarded unless the agency posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACT NO. _____

declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PRO[redacted]

By [redacted]

Print Name Anthony L. Grande

Print Title EVP/Chief Development Officer

Date 6.8.2011

CONTRACT NO. _____

GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS
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GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

1. Representations and Conditions Precedent

1.1 Contract Subject to the Availability of State and Federal Funds.

1.1.1 State Funds. This Contract is, at all times, subject to the appropriation and allotment of state funds, and may be terminated without liability to either the PROVIDER or the STATE in the event that state funds are not appropriated or available.

1.1.2 Federal Funds. To the extent that this Contract is funded partly or wholly by federal funds, this Contract is subject to the availability of such federal funds. The portion of this Contract that is to be funded federally shall be deemed severable, and such federally funded portion may be terminated without liability to either the PROVIDER or the STATE in the event that federal funds are not available. In any case, this Contract shall not be construed to obligate the STATE to expend state funds to cover any shortfall created by the unavailability of anticipated federal funds.

1.2 Representations of the PROVIDER. As a necessary condition to the formation of this Contract, the PROVIDER makes the representations contained in this paragraph, and the STATE relies upon such representations as a material inducement to entering into this Contract.

1.2.1 Compliance with Laws. As of the date of this Contract, the PROVIDER complies with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract.

1.2.2 Licensing and Accreditation. As of the date of this Contract, the PROVIDER holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes, rules, and regulations to provide the Required Services under this Contract.

1.3 Compliance with Laws. The PROVIDER shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract, including but not limited to the laws specifically enumerated in this paragraph:

1.3.1 Smoking Policy. The PROVIDER shall implement and maintain a written smoking policy as required by Chapter 328K, Hawaii Revised Statutes (HRS), or its successor provision.

1.3.2 Drug Free Workplace. The PROVIDER shall implement and maintain a drug free workplace as required by the Drug Free Workplace Act of 1988.

1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C.§701, et seq.).

1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS ($2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.

The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.

A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.

Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.

Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.

1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within 180 days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at

the minimum, timely notice to such clients of the termination of this Contract, and appropriate counseling.

1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in this Contract if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this Contract, and listing expenditures actually incurred in the performance of this Contract. The PROVIDER shall return any unexpended funds to the STATE.

1.7 Conflicts of Interest. In addition to the Certification provided in the Standards of Conduct Declaration to this Contract, the PROVIDER represents that neither the PROVIDER nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER's performance under this Contract.

2. Documents and Files

2.1 Confidentiality of Material.

2.1.1 Proprietary or Confidential Information. All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

2.1.2 Uniform Information Practices Act. All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.

2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.

2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three (3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the

PROVIDER and any subcontractors shall allow the STATE free and unrestricted access to such records.

3. Relationship between Parties

3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.

3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.

3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.

3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.

3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the Provider under this Contract, and the

PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.

3.4.3 PROVIDER's Employees and Agents. The PROVIDER and the PROVIDER's employees and agents are not by reason of this Contract, agents or employees of the State for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless specifically authorized in writing by the STATE, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or agents shall be attributed to the STATE, unless specifically adopted by the STATE in writing.

3.4.4 PROVIDER's Responsibilites. The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Contract.

Furthermore, the PROVIDER intentionally, voluntarily, and knowingly assumes the sole and entire liability to the PROVIDER's employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the PROVIDER, or the PROVIDER's employees or agents in the course of their employment.

The PROVIDER shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the PROVIDER by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The PROVIDER also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

The PROVIDER shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The PROVIDER shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The PROVIDER shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under section 103-53, HRS, and these General Conditions.

The PROVIDER is responsible for securing all employee-related insurance coverage for the PROVIDER and the PROVIDER's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

3.5 Personnel Requirements.

3.5.1 Personnel. The PROVIDER shall secure, at the PROVIDER's own expense, all personnel required to perform this Contract, unless otherwise provided in this Contract.

3.5.2 Requirements. The PROVIDER shall ensure that the PROVIDER's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Modification and Termination of Contract

4.1 Modification of Contract.

4.1.1 In Writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the PROVIDER and the STATE.

4.1.2 No Oral Modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.

4.1.3 Tax Clearance. The STATE may, at its discretion, require the PROVIDER to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state and federal law against the PROVIDER have been paid.

4.2 Termination in General. This Contract may be terminated in whole or in part because of a reduction of funds available to pay the PROVIDER, or when, in its sole discretion, the STATE determines (i) that there has been a change in the conditions upon which the need for the Required Services was based, or (ii) that the PROVIDER has failed to provide the Required Services adequately or satisfactorily, or (iii) that other good cause for the whole or partial termination of this Contract exists. Termination under this section shall be made by a written notice sent to the PROVIDER ten (10) working days prior to the termination date that includes a brief statement of the reason for the termination. If the Contract is terminated under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.3 Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Contract may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this paragraph, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Contract up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.4 Termination by PROVIDER. The PROVIDER may withdraw from this Contract after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE consents to a termination under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.5 STATE's Right of Offset. The STATE may offset against any monies or other obligations that STATE owes to the PROVIDER under this Contract, any amounts owed to the State of Hawai'i by the PROVIDER under this Contract, or any other contract, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by contract with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

5. Indemnification

5.1 Indemnification and Defense. The PROVIDER shall defend, indemnify, and hold harmless the State of Hawai'i, the contracting agency, and their officers, employees, and agents from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, and demands arising out of or in connection with the acts or omissions of the PROVIDER or the PROVIDER's employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.

5.2 Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the PROVIDER in connection with this Contract, the PROVIDER shall pay any cost and expense incurred by or imposed on the STATE, including attorneys' fees.

6. Publicity

6.1 Acknowledgment of State Support. The PROVIDER shall, in all news releases, public statements, announcements, broadcasts, posters, programs, computer postings, and other printed, published, or electronically disseminated materials relating to the PROVIDER's performance under this Contract, acknowledge the support by the State of Hawai'i and the purchasing agency.

6.2 PROVIDER's Publicity Not Related to Contract. The PROVIDER shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, or to the services or goods, or both provided under this Contract, in any of the PROVIDER's publicity not related to the PROVIDER's performance under this Contract, including but not limited to commercial advertisements, recruiting materials, and solicitations for charitable donations.

7. Miscellaneous Provisions

7.1 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

7.2 Paragraph Headings. The paragraph headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They shall not be used to define, limit, or extend the scope or intent of the sections to which they pertain.

7.3 Antitrust Claims. The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to the STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

7.4 Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.

7.5 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.

7.6 Entire Contract. This Contract sets forth all of the contracts, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings,

promises, warranties, and representations, which shall have no further force or effect. There are no contracts, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.

7.7 Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.

7.8 Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai'i Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE's rights or the PROVIDER's obligations under the Procurement Rules or statutes.

7.9 Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

8. Confidentiality of Personal Information

8.1 Definitions.

8.1.1 Personal Information. "Personal Information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

1) Social Security number;

2) Driver's license number or Hawaii identification card number; or

3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

8.1.2 Technological Safeguards. "Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

8.2 Confidentiality of Material.

8.2.1 Safeguarding of Material. All material given to or made available to the PROVIDER by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the PROVIDER and shall not be disclosed without the prior written approval of the STATE.

8.2.2 Retention, Use, or Disclosure. PROVIDER agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.

8.2.3 Implementation of Technological Safeguards. PROVIDER agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.

8.2.4 Reporting of Security Breaches. PROVIDER shall report to the STATE in a prompt and complete manner any security breaches involving personal information.

8.2.5 Mitigation of Harmful Effect. PROVIDER agrees to mitigate, to the extent practicable, any harmful effect that is known to PROVIDER because of a use or disclosure of personal information by PROVIDER in violation of the requirements of this paragraph.

8.2.6 Log of Disclosures. PROVIDER shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by PROVIDER on behalf of the STATE.

8.3 Security Awareness Training and Confidentiality Agreements.

8.3.1 Certification of Completed Training. PROVIDER certifies that all of its employees who will have access to the personal information have completed training on security awareness topics related to protecting personal information.

8.3.2 Certification of Confidentiality Agreements. PROVIDER certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:

1) The personal information collected, used, or maintained by the PROVIDER will be treated as confidential;

2) Access to the personal information will be allowed only as necessary to perform the Contract; and

3) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

8.4 Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by PROVIDER of this paragraph by PROVIDER, the STATE may at its sole discretion:

1) Provide an opportunity for the PROVIDER to cure the breach or end the violation; or

2) Immediately terminate this Contract.

In either instance, the PROVIDER and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

8.5 Records Retention.

8.5.1 Destruction of Personal Information. Upon any termination of this Contract, PROVIDER shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

8.5.2 Maintenance of Files, Books, Records. The PROVIDER and any subcontractors shall maintain the files, books, and records, that relate to the Contract, including any personal information created or received by the PROVIDER on behalf of the STATE, and any cost or pricing data, for three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall not be disclosed without the prior written approval of the STATE. After the three (3) year retention period has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS.

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SPECIAL CONDITIONS

In the event of any conflict between the Special Conditions and any other provision of this Agreement, the Special Conditions shall govern. In case of conflict between the RFP and the General Conditions, the terms specified in the RFP shall govern. In case of a conflict between the resultant contract and the General Conditions, the contract shall govern.

A. **No Third-Party Beneficiary Enforcement.** It is agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Provider, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other person on this Contract. The State and the Provider intend that any entity, other than the State or the Provider receiving services or benefits under this Contract, shall be deemed an incidental beneficiary only.

B. **Publicity.** The following supercedes General Conditions, Section 6.2:

The Provider shall not refer to the State, or any office, agency, or officer thereof, including the PSD, or to the services provided under this Contract, in any of the Provider's brochures, advertisements, or other publicity of the Provider, except that the Provider may disclose the actual fact that the Provider has a current contract to house male Inmates with the State. This language will not be embellished by Provider in any from or fashion. All media contacts to the Provider about the Inmates or this Contract shall be referred to the State. The Provider shall not be authorized to release publicity concerning Inmates. Requests for personal histories or photographs of Inmates or information concerning their arrival or departure or permission to interview or photograph Inmates shall be referred to the PSD's Mainland Branch.

Directory information (i.e. Name, Facility location of Saguaro or Red Rock) may be given directly to the press by the PROVIDER. The PROVIDER may photograph Inmates as a means of identification for official use or for dissemination to law enforcement officials or the press in the event an Inmate escapes from the facility. Nothing herein shall preclude the Provider from capturing any Inmate on videotape provided the videotape is used for security, penological, or law enforcement purposes.

C. **Termination.** The following supercedes General Conditions, Section 4.2, 4.3 and 4.4:

1.) The State shall have the right to terminate this Contract at any time should the State's funding be substantially cut or such funds are not appropriated or are unavailable for any reason. The State must give written notice of its intent to terminate this Contract no later than 90 calendar days prior to the effective date of termination. Within 90 calendar days after receipt of said notice, the State shall accept custody of its Inmates at the Honolulu International Airport or any other mutually agreed upon location, and transportation costs shall be paid by State. Any termination under this section shall not give rise to any claim for damages by the Provider.

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2.) The State shall have the right to terminate this Contract immediately where the State determines that the Provider has failed to satisfactorily fulfill in a timely or proper manner any of the Provider's obligations under this Contract, or fails to perform any of the promises, terms, or conditions of this Contract. The State must provide the Provider with written notice of such claimed breach described in particularity, and the Provider is allowed 30 days in which to cure such alleged breach after receipt of such written notice. If the breach cannot be cured within 30 days after such notice but the breach can be cured through an on-going effort on the part of the Provider, the Provider may, within the 30-day period following notice of the breach, submit a plan for curing the breach within a reasonable time. If the plan is approved by the State, and such approval shall not be unreasonably withheld, the State shall not pursue remedies hereunder as long as the Provider timely undertakes to cure the breach in accordance with the approved plan. If after 30 days, or other mutually agreed upon time, the Provider is unable to cure the breach, the Provider, at its own expense, shall return the Inmates to the custody of the State at the Honolulu International Airport, or any other location in the United States as determined by the State.

3.) The State may terminate this Contract without statement of cause at any time by giving written notice to the Provider of such termination within 90 calendar days before the effective date of termination.

4.) The Provider may terminate this Contract without statement of cause at any time by giving written notice to the State of such termination at least 180 calendar days before the effective date of termination.

5.) Upon termination of this Contract, the Provider shall, within 60 calendar days of the effective date of termination, compile and submit to the State a final accounting of the work performed up to the date of termination.

6.) If this Contract is terminated for cause, the Provider shall not be relieved of liability to the State for damages sustained because of any breach by the Provider of this Contract. In such event, the State may retain any amounts, which may be due and owing to the Provider until such time as the exact amount of damages due to the State from the Provider has been determined. The State may also set off any damages so determined against the amounts retained. The State retains its right to sue for damages.

7.) The Provider shall have the right to terminate this Contract for the State's non-payment of invoices by giving written notice to the State of such termination no later than 60 days before the effective date of termination. After receipt of such written notification of termination, the State is allowed 30 calendar days in which to cure the alleged non-payment of invoices. Any dispute as to the amount of the alleged non-payment owed the Provider shall be resolved in accordance with Section E, Disputes. A dispute as to the amount of non-payment owed the Provider alone is not grounds for termination of this Contract if the disputed monies are either placed in escrow or are paid without any waiver of the State's rights under Paragraph F, Refund Payments for Services or Expenditures Not Authorized. In the event of a termination under this paragraph, the State shall be responsible for all costs of transportation related to the return of the

Inmates to the Honolulu International Airport or any other location determined by the State.

D. Personnel Requirements.

1.) The Provider shall secure, at the Provider's own expense, all personnel required to perform this Contract.

2.) The Provider shall ensure that it's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

3.) The Provider shall conduct a thorough background check, including a criminal history record check, prior employment and educational history, on each prospective employee and on prospective contractors and subcontractors, to assure that all persons hired or contracted to perform services under this Contract are suitable and qualified for employment in the Facility.

4.) The Provider shall provide its employees with pre-service and in-service training in accordance with ACA Standards.

5.) The Provider shall maintain a personnel file for each employee that contains records of the background investigation, dates of employment, training received, annual performance appraisals, disciplinary actions, commendations, licenses and certifications for professional employees, and related records. Personnel files shall be made available to the PSD's Mainland Branch upon request. When reviewing such files, the State shall strictly follow privacy and confidential rights

E. Disputes.

1.) No dispute arising under this Contract may be sued upon by the Provider until after the Provider's written request to the State to informally resolve the dispute is rejected, or until 90 calendar days after the State's receipt of the Provider's written request. The Provider agrees to proceed diligently with the provision of services provided herein unless otherwise directed in writing by the State.
2.) No dispute arising under this Contract may be sued upon by the State until after the State's written request to the Provider to informally resolve the dispute is rejected, or until 30 calendar days after the Provider's receipt of the State's written request subject to the provisions of Section E, subsection 2.

F. Refund Payments for Services or Expenditures Not Authorized.

The CONTRACTOR agrees to refund all payments received from the STATE for any service or expenditure which were not authorized by the STATE or made pursuant to the terms of this Contract. The STATE may deduct an equivalent amount from the next payable

installment due and may withhold payment of the amount of monies equivalent to the questioned services or expenditures until later resolution of the discrepancy. If after payment of the last installment, investigation and examination reveal additional services or expenditures that are determined by the STATE to be inappropriate and unallowable, the STATE may require that an equivalent amount of monies be refunded to the STATE notwithstanding the STATE's preliminary determination of appropriateness and allow ability.

G. Force Majeure. Neither party shall be held responsible for delays or failures in performance resulting from acts beyond the reasonable control of such party and which could not have been avoided by the exercise of due care.

H. Failure to Perform. The inability of the Provider to provide necessary personnel shall not be an acceptable reason for failure to complete any services required by this Contract. Failure to perform services shall be deemed to be a total failure to deliver service, entitling the State to terminate this Contract.

I. Facsimile and Counterparts. This Contract may be executed in counterparts and by facsimile transmission. Facsimile signatures shall be acceptable and effective to the same extent as original signatures, and the counterpart executions shall together be deemed the original of the Contract.

J. Insurance Requirements: Section 1.4, Page 2 of the General Conditions:

Insurance Requirements are superceded to:

The Provider shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Provider and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by an subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Provider providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Provider may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Provider's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Provider, including its subcontractor(s) where appropriate.

Coverage	Limits
Commercial General Liability (occurrence form)	$10,000,000 per year aggregate amount. $ 2,000,000 for each person for each occurrence for bodily injury and property damage.

Products—Complete Operations Aggregate	
Comprehensive Automobile Liability	BI: $ 2,000,000 per person for each occurrence. PD: $ 500,000 for each occurrence.
Professional Liability	$10,000,000 for each occurrence.

The Commercial General Liability insurance policy required of the Provider, including any subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Public Safety, Administrative Services Office—Purchasing and Contracts, 919 Ala Moana Boulevard, Room 413 Honolulu, Hawaii 96814."

2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire selection term, including all extended periods if exercised.

The Provider agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this agreement have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this agreement, including those of its subcontractor(s), where appropriate. Upon request by the State, Provider shall be responsible for furnishing a copy of the policy or policies.

Failure of the Provider to provide and keep in force such insurance shall be regarded as material default under this agreement, entitling the State to exercise any or all of the remedies provided in this agreement for a default of the Provider.

The procuring of such required insurance shall not be construed to limit Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this agreement Notwithstanding said policy or policies of insurance, Provider shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this agreement.

K. Notice to clients. Section 1.5, Page 2 of the General Conditions:

Provider shall not be required to provide counseling to the clients upon the termination of this agreement.

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L. **Subcontracts and Assignments.** The following replaces Section 3.2, Page 4 of the General Conditions:

"No right or interest pursuant to this agreement shall be assigned or delegated by the Provider without the prior written permission of the State. However, the Provider is authorized to subcontract with any individual or entity for the performance of the Provider's obligations hereunder provided each such subcontractor agrees to be bound by all applicable provisions of this Contract. The Provider acknowledges it will not by the act of subcontracting be absolved or released from any obligations under this Contract.

Notwithstanding the foregoing, Provider may assign this Agreement to any of its wholly owned subsidiaries."

In addition, the above provision pertains only to subcontractors performing an entire major area of operational management such as food service, medical, commissary, treatment services, etc. These requirements do not pertain to routine subcontractors that perform minor services in the facility such as pest control and waste management services.

M. Confidentiality of records.

All Inmate files are considered by the STATE to be confidential except as provided herein.