

SCOPE OF SERVICES

Attachment 1

1. **DEFINITIONS UNLESS THE CONTEXT OTHERWISE REQUIRED**

ACA	means	American Correctional Association.
Provider	means	An organization or individual contracted by the agency to provide health or human services.
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. Provider 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 the Provider shall always maintain policies to address the same operational areas and services. In no event shall the Provider modify its policy to decrease the level of service required herein. Provider shall submit electronic copies of all modified or new policies to the State as soon as practicable.
Facility	means	CCA Otter Creek Correctional Center
Inmate	means	State of Hawaii Inmates.
LSI-R	means	Level of Services Inventory-Revised.
PSD	means	Department of Public Safety.
State	means	State of Hawaii.

2. The Provider agrees to perform those services described in the "Request for Proposals", RFP Number PSD 08-ID/MB-24, A Multi-Custody Level Correctional Facility for the Confinement, Care and Custody of Hawaii Female Offenders, dated May 27, 2008, the Provider's Proposal submitted on August 4, 2008, and the Provider's Final Revised Proposal dated October 10, 2008.

3. 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, Hawaii 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. Inmates shall initially be placed in cells until a housing determination is made. The parties understand and agree that certain programming requires participating inmates to reside in the same dorm. Commingling of inmates from different jurisdictions shall be permitted, but in no event shall inmates from different jurisdictions be housed in the same cell.

Except for those Inmates in the Residential Drug Abuse Program, all Inmates shall reside in a cell-housing unit. Inmates in the Residential Drug Abuse Program may be housed in a dormitory setting. Inmates shall not be placed in the same cell as an inmate from another state.

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 and selection to ensure the appropriateness of each inmate's custody level and offenses in accordance with any State statutory requirements 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) Duplicate inmate medical record to be provided within 30 days after transfer;
 - c) Health Care Discharge Summary that summarizes the inmate's physical, psychological, medical and clinical history on the day of transfer;
 - d) Inmate Classification Score sheet that objectively reflects custody level on the day of transfer; and
 - e) Identification data, including photographs, and fingerprints.
4. The State shall be responsible for the cost of transporting Inmates to and from Hawaii:
- a) 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;
 - c) The Provider shall be responsible for the cost of local transportation of the Inmate while assigned to the facility;
 - 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 paragraph 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;

SCOPE OF SERVICES

Attachment 1

- f) In the event that an Inmate needs to return to the State for a medical condition or 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) to the Honolulu International Airport and the State shall pay all transportation costs associated with the return.
5. 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 appropriate clothing and supplies to each Inmate that includes three (3) sets of outerwear and underwear, including both standard and cold weather clothing, and shoes in accordance with CCA Policy 14-6 (Inmate/Resident Property, dated 3/14/07). Torn or damaged clothing shall be exchanged on a one-for-one basis as needed according to a posted schedule. Special clothing or equipment for food service, maintenance, outside workers, and any other special work shall be made available as needed. Inmates shall be limited to wearing facility-issued clothing including clothing items approved and sold in commissary.

Supplies include personal hygiene items and towels, bed linen, and blankets, which adequately meet Inmates' needs. Personal hygiene items shall include soap/All-in-One, toothbrush, toothpaste, disposable razors, feminine sanitary products, toilet paper and deodorant. All inmates shall be issued two (2) clean sheets, two (2) towels, one (1) pillowcase, one (1) pillow, one (1) mattress and one (1) blanket. Regular bedding issue/exchange shall be in compliance with CCA Policy 14-6 and ACA Standards. Blankets, pillows, and mattresses will be cleaned and sanitized before reissue. Blankets will be exchanged monthly or as needed.

- b) **Laundry Services.** The Provider shall ensure that Inmates are issued clean clothing, towels and bed linen in compliance with ACA Standards. Services shall be provided weekly according to a posted schedule for both clothing and bed linens. Towels may be exchanged through Property on a weekly basis.
- c) **Inmate Property.** The Provider may specify personal property items Inmates may possess in accordance to CCA Policy 14-6 (Inmate/Resident Property, dated 3/14/07) to better utilize the limited space in living quarters and to more effectively facilitate security searches and eliminate contraband issues. Each Inmate shall be provided a securable storage bin for storing her allowable personal property for which she shall be responsible for safely securing in the storage area provided. All Inmates shall sign the property disclaimer form stating that all their personal property is accounted for and they understand the property procedures.

Inmate property lost or damaged when in the control of the Provider shall be the sole responsibility of the Provider.

- d) **Food Service.** Food service shall be in accordance with the United States Department of Agriculture, Dietary Guidelines, 2005, based upon the average age and weight of the Inmate population. 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 nutritional requirements as prescribed by a medical physician and shall be maintained using an electronic record and tracked for compliance pursuant to CCA Policy 13-85 (Therapeutic Diets, dated 5/5/08). Religious diets shall meet the nutritional requirements and served as directed by the facility Chaplain pursuant to CCA Policy 11-1 (Food Service Operations, dated 12/21/07).

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 Facility, 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. Revenues from commissary sales will be used to pay all operating expenses of the commissary, including but not limited to inventory purchase and commissary worker salaries and benefits. Profits earned on commissary items will be used to benefit persons housed at the Facility. The Provider may deny an Inmate access to the commissary or to any item sold in the commissary for disciplinary or medical reasons.
- f) **Recreation.** Recreational programs (equipment, facilities and supplies) include both indoor and outdoor leisure time activities on a daily basis for the inmates in accordance with Facility design. During inclement weather, a like period of time indoors shall be allotted. Opportunities for daily exercise and constructive leisure time shall be provided in accordance to CCA Policy 20-105 (Recreational Programs, dated 8/1/05) 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 library shall operate in compliance with CCA Policy 20-104 (Library Service, dated 3/23/04) and ACA Standards to provide access during hours, which facilitate access by all Inmates. Routine library hours shall allow for general population access seven (7) days a week from 7:30 a.m. to 6:30 p.m. (subject to change as facility requirements and /or standards and policy dictate), provided that access by housing units may be rotated within these hours. Library hours may be extended and/or modified as needed to meet ACA standards.
- h) **Video Visitation Conferencing.** The Provider shall provide physical space, equipment and supervision at its sole cost to permit video conferencing by the use of video teleconference equipment that is compatible with the equipment currently being used by the State. Inmates shall use such equipment for regular visits with family members, which shall be scheduled and approved by the PSD's Mainland &

FDC Branch. Video visit schedules shall be in four (4) hour blocks at a mutually agreed upon time on Saturdays.

- i) **Visits.** The Provider shall ensure space is available for all inmates to have access to visitation. Restrictions may be placed on the number of visitors allowed each inmate in accordance to CCA Policy 16-2 (Visitation, dated 12/7/07) and ACA Standards.

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

- j) **Grievance Procedures.** Inmates shall be provided access to an impartial and non-discriminatory grievance procedure in accordance with CCA Policy 14-5 (Inmate/Resident Grievance Procedures, dated 5/4/07), 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 Facility 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.

- 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 the first set of materials and all supplements and updates of the Hawaii specific legal reference materials in CD-ROM or other format acceptable by the Facility. If the initial set of materials is lost or destroyed, the Provider shall provide the replacement.

The law library shall be open seven days a week at variable hours in accordance with ACA Standards 4-4276 and 4-4510. Library hours shall be extended and/or modified as needed to meet ACA standards. Inmates shall have a minimum of 3-hour access per week with the possibility of 3 additional hours per inmate depending on scheduling and availability. Inmate legal aides shall be available to offer legal assistance in addition to the regular library services provided however, Inmates do not have a constitutional right to help other inmates with lawsuits as referenced in CCA Policy 14-8 (Access to Courts, dated 8/1/05).

Duplicate copies of pleadings and legal documents to be filed in court are the financial responsibility of the Inmate. The Provider shall provide all Inmates, upon request access to paper and other supplies and services to contact legal counsel or representatives, courts, and other persons concerning legal matters.

- 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 and sole expense to the State of Hawaii, the Provider shall provide 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.
- I. **Security and Control.** All security/control and operating plans shall be in accordance with CCA Policies Chapter 9-10 (Security and Control, Special Management Inmates) and ACA Standards. Operating plans shall conform to the staffing requirements set forth in paragraph 31(b) and gender posting measures as mutually agreed between the parties. The State's approval of Provider's proposed gender posting measures shall not be unreasonably withheld. The goal of such operating plans shall be to prevent escapes, disturbances, and other security breaches and to assure the safety of inmates, staff and visitors.

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

The Facility shall follow its procedures and management agreements with the 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 Facility shall make diligent efforts to prosecute Inmates who are alleged to commit crimes while in the Facility.

SCOPE OF SERVICES

Attachment 1

m. **Use of Force.** The Provider shall follow CCA Policy 9-1 (Use of Force, dated 1/22/07), 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 facility shall notify the PSD's Mainland & FDC Branch by telephone and facsimile 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 (Incident Reports, dated 1/5/07).

n. **Discipline.** Inmates shall be subject to the rules and regulations of the Facility in accordance with CCA Policy 15-1 (Offense and Penalty Code, dated 11/30/06), 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; and the PSD's Mainland & FDC Branch Administrator shall review such disciplinary action 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.** All Inmates shall be required to participate in suspect and random urinalysis at the minimum of 10% of the total population. The Facility urinalysis program with the exception of the minimum testing requirement shall be in accordance with CCA Policy 9-4 (Drug/Intoxicant Testing Program, dated 8/1/05). 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 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

AG Form 103F (9/06)

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. (Inmate Trust Accounts, effective 7/28/99). Access to restricted accounts requires the approval of the PSD's Mainland & FDC Branch.

Inmates are not allowed to maintain interest-bearing accounts out-of-state. The PSD has an agreement with a bank(s) within the State to open and maintain interest-bearing savings accounts for Inmates through the Women's Community Correctional Center's Business Office. Accounts are opened in the name of the PSD as trustee for an individual inmate's savings fund and controlled by the PSD.

Upon return of the Inmate or death of the Inmate, the 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.** The PSD is required by Section 353-22.6, Hawaii Revised Statutes, 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. The PSD's Mainland & FDC Branch will send appropriate restitution payment forms to the facility for monthly collections.
- r. **Telephone Costs and Services.** Inmates at the Facility shall be charged a \$3.00 connect fee and \$0.45 per minute for phone service. 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 legal phone calls are subject to electronic monitoring by the Provider's Facility and the State.
- s. **DNA Testing Program.** Bucal swabs shall be taken from all Inmates identified by PSD pursuant to Act 112, Session Laws of Hawaii, 2005. 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.

PROGRAM & SERVICE ACTIVITIES

- 6. 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 Scope of Services, Section 4, Subsection k.

SCOPE OF SERVICES

Attachment 1

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 Provider pursuant 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 Provider pursuant to this Contract.

7. 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 Kentucky, Floyd County 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 Kentucky Revised Statute 197.510, the Facility shall report all suspected felonies to the Kentucky State Police for investigation. In addition, the Facility 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 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.

8. 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 Kentucky.

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

9. The Provider's Facility shall submit an Admission's Summary to the PSD's Mainland & FDC Branch within 30 days after the transfer of an inmate to the Provider. The Summary shall outline the Inmate's custody level; housing assignment; work assignment; and medical, mental health, education, vocational, and treatment findings, and indicate the institutional programs in which the Inmate is recommended to participate.
10. Educational ability assessments (Test of Adult Basic Education – TABE) shall be conducted by the Provider's Facility to identify each Inmate's current educational requirements. Education programs shall include:
 - a. Adult Basic Education I (Foundations: Grade Levels 0-3.9);
 - b. Adult Basic Education II (Literacy: Grade Levels 4.0-5.9);
 - c. Adult Basic Education III (Pre GED: Grade Levels 6.0-7.4);
 - d. Adult Basic Education IV (GED: Grade Levels 7.5 and above); and

e. Literacy/ESL (Foundations: Teaching English and Basic Literacy).

For Inmates who have obtained a GED or high school diploma, the Provider shall provide opportunities to earn college credits by examination under the DANES Subject Standardized Test (DSST). Costs associated with post secondary programs and college credit by examination shall be borne by the inmate. Subject areas include: Mathematics, Social Sciences, Business, Physical Science and Humanities. Sixteen colleges and universities in Hawaii have reported as accepting DSST scores for college credits.

11. Inmates shall have the opportunity to participate in job readiness and vocational training programs designed to enhance employment opportunities after release from incarceration. Provider shall offer a minimum of four vocational programs at any given time. Provider shall have the option to change the selection of programming offered, subject to PSD'S approval, said approval not to be unreasonably withheld. At the time of execution of this Agreement, vocational programming offered at the Facility and approved by PSD includes Standardized Craft Training – Carpentry, Construction Management, Microsoft Office Specialist (MOS) Preparation, Horticulture & Landscaping. Inmates shall be afforded equivalent access to vocational programming opportunities as inmates from other jurisdictions.
12. The Provider shall provide female-oriented program opportunities such as cognitive skills/life development, parenting, abuse prevention programs and self-help educational programs. Programs shall include:
 - a. Breaking Barriers;
 - b. Anger Management;
 - c. Prison to the Streets
 - d. Domestic Violence Prevention Program;
 - e. Time Out for Me (Sexual Responsibility Module); and
 - f. Partners in Parenting;
13. The Provider may provide a distance-learning alternative via interactive, satellite broadcast classes provided by the Corrections Learning Network (CLN).
14. 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. Provider shall ensure that qualified inmates are admitted to the program in a manner sufficiently timely to allow completion of the program prior to their parole date. At a minimum, Provider shall make space available in the Residential Drug Abuse Program for thirty percent (30%) of the Hawaii inmate population at the Facility. The appropriate level of substance abuse treatment shall be based upon the results of the substance abuse assessment, the initial LSI-R and the Adult Substance Abuse Survey (ASAS). The State shall provide the Facility with the results of the substance abuse assessments. The Provider shall comply with all requirements of the PSD's Substance Abuse Outpatient Program and Residential Substance Abuse Treatment Program as contained in Attachment 1,

Appendix B and C. All counselors working in the substance abuse area shall be certified or licensed as substance abuse counselors by the State Certification or Licensure Board. The Provider shall provide substance abuse counselors with LSI-R training at no cost to the State.

The Facility shall reserve the right to deny any Inmate participation in a treatment program on the basis of the inmate's general conduct in the Facility, level of participation in prerequisite programs, or level of interest in such programs. The Facility may terminate an Inmate from the treatment program for good cause. The Facility shall provide the following programs:

- a. **Assessment Services.** Assessments shall be consistent with all requirements of the PSD's substance abuse policy, PSD COR.14.26 (Offender Assessment Protocols, dated 4/1/04), Attachment 1, Appendix B;
 - b. **Substance Abuse Education and Counseling Program.** Designed to address skill improvement areas, emotional and psychological issues, criminal behavior, incarceration and recidivism and positively motivate an inmate to live an alcohol, drug and crime-free lifestyle upon return to their free-world communities;
 - c. **Substance Abuse Outpatient (Formerly Level II).** A 20-33 week intensive cognitive behavioral program in an outpatient environment to help motivate an inmate to improve the quality of life and reduce the chance of re-offending by utilizing the skills developed while in treatment. The Provider shall comply with all requirements of the PSD's Substance Abuse Outpatient Program (Formerly Level II) as contained in Attachment 1, Appendix B; and
 - d. **Residential Drug Abuse Program – RDAP (Formerly Level III).** A 9-15 month, Level III, comprehensive, intensive separate unit-based therapeutic community program based on ACA's best practices' award for cognitive-behavioral models of intervention. The Provider shall comply with all requirements of the PSD's Residential Substance Abuse Treatment Services (Formerly Level III) as contained in Attachment 1, Appendix C. The ratio of direct service treatment staff to participants shall not exceed 1:30 ratio.
15. Religious Programs, Chaplainry Services and Religious diets shall be in accordance with CCA Policy 20-101 (Religious Services, dated 8/1/05) and ACA Standards. The weekly religious and chaplainry 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 Facility 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.
16. Custody Reclassification. Classification on inmates shall not be reduced or increased unless mutually agreed to by the State of Hawaii and the facility staff, and consistent with the policies and procedures of both parties (CCA Policy 18-1/Form18-1B, revised 9/15/06 and PSD CORR.18.01/No. 2000-1061, revised 2/12/00) and the State of Kentucky (CPP.18.1, effective 8/31/07). Each Inmate shall be considered for reclassification annually by the facility Classification Officer.

17. The Provider's Facility shall provide sufficient workline opportunities to allow every Inmate in general population who meet the relevant criteria to participate in vocational, industrial and other work programs in accordance with CCA Policy 19-100, (Inmate Employment System, dated 12/7/07) 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 which the Provider compensates Inmates at the Saguaro Correctional Center. 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 handicraft or hobby craft 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 Kentucky, and the Provider;
 - f. Except as provided in Item e above, the Facility shall have the right to dispose of all products produced by the Inmates and may retain all proceeds therefrom, 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 Kentucky, and the State. Inmates who participate in correctional industries programs shall be subject to wage deductions specified in sections 354D-12 and 354D-13 of the Hawaii Revised Statutes.

Neither subsection e or subsection f shall be construed as a requirement that CCA implement the type of programs referenced.

18. The Provider shall provide medical, mental health, and dental services in accordance with the laws of the State, the laws of the State of Kentucky; 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, 2003, 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, and physician assistants, overseen by a Health Services Administrator, who in conjunction with the appropriate care provider, shall have final responsibility for clinical decisions. The Provider shall provide the staffing levels and hours of service for a total of forty-four (44) medical provider hours and forty-four (44) mental health hours weekly.

19. Routine medical services shall include:
- a. Primary care services including daily sick call to general and lockdown populations. Clinical delivery of care shall be timely and appropriate to the acuity of the patient, but not to exceed 3 days;
 - b. Nursing services shall be provided by 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. Chronic care management system is where all patients with a chronic disease such as diabetes, hypertension, or asthma are enrolled into a chronic care treatment program on intake or when diagnosed. These patients will be followed up by a health care professional recommended by the attending physician based on the severity of the inmate's condition and the treatment plan. Provided however, 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, examinations and inmate education;
 - d. Medical and specialty care, such as podiatrists, physical therapists, and dermatologists shall be provided utilizing community specialists. Whenever possible, specialist's services shall be provided on-site;
 - e. Medical observation cells within the medical unit and medical observation services when necessary, shall be provided;
 - f. Routine diagnostic procedures including, but not limited to, multistix urinalysis, phlebotomy, hemocult tests, glucose tests such as Accuchecks, electrocardiograms, visual acuity screening tests, annual cholesterol screening beginning at age 35, annual diabetes screening beginning at age 45 and annual fecal occult blood screening at age 50 years, and any other diagnostic screening tests commonly used in identifying or preventing illnesses will be performed on-site

under a CLIA (Clinical Laboratory Improvement Amendments) waiver certificate. Results shall be documented in the inmate's medical record;

- g. Radiology services, fixed and/or mobile;
- h. Annual health appraisal for each Inmate over the age of 50 will include a breast examination mammography and a pap smear (for those patients with a cervix);
- i. Health appraisal at least once every 2 years for each Inmate less than 50 years old, including a breast examination. Pelvic and pap screenings need to be annual (for those patients with a cervix);
- j. Physical medicine, physical therapy services, speech therapy, and occupational therapy shall be provided as necessary;
- k. 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 indicted during sick calls;
- l. Immunizations: Hepatitis B, Tetanus/Diphtheria as needed at least every 10 years, and Hepatitis A, influenza, and Pneumo-Vac vaccines per PSD guidelines;
- 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 medication, except as to the cost of AIDS/HIV and Hepatitis C related medication, which shall be reimbursed by the State. Over-the-counter medications are available for inmates to purchase through the commissary;
- o. Medical prostheses shall not be required care by the Provider unless paid for by the Inmate;
- p. Mortality and peer reviews shall be performed both at the Facility and the Provider's corporate office; 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 be expected to 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.
- s. Dental Services shall include:
 - i) Emergency dental treatment;
 - ii) Amalgam and composite restorations;

- iii) Root canal treatment on anterior teeth that are restorable;
 - iv) All necessary extractions including soft tissue and partial bony impaction;
 - v) Maxillary and mandibular removal partial dentures when necessary for proper masticulation (Inmate to pay for the appliance);
 - vi) Oral prophylaxis;
 - vii) X-rays; and
 - viii) Oral surgery specialty outpatient care, including but not limited to extractions, biopsies, treatment of fractured jaws, and other surgical procedures.
- t. Mental health care shall be provided by mental health professionals (40 hours MS Mental Health Coordinator and 4 hours Psychiatrist weekly). Mental health services shall include:
- i) Mental health screening and evaluation for major mental conditions or illnesses upon intake;
 - ii) Psychotropic medication as necessary;
 - iii) Evaluations for pre-segregation, periodic segregation evaluations, and on-going as clinically indicated;
 - iv) Suicide prevention and monitoring;
 - v) Treatment team meetings with the development of a treatment plan for seriously mentally ill; and
 - vi) Tele-psych services.
20. 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.
21. 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 Provider shall be responsible for all transportation and security for all necessary local offsite hospital or medical care.

- 22. 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 for the Provider following 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.
- 23. 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.
- 24. The Provider may assess fees (Inmate Co-Payments) upon Inmates who request non-emergency medical, dental, optometric, or mental health services or treatment, or who intentionally inflict injury-upon themselves, if:
 - a. Such fees are governed and followed by written policies and procedures approved by the PSD's Health Care Division;
 - 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; and
 - ii) Fees shall not be assessed if the individual trust fund balance is less than \$10, provided that the Provider may implement a procedure to recover fees in the future.
 - d. The Provider shall submit an annual report to the State summarizing the total amount of monies deducted from Inmate accounts. The report shall also include an estimate of the savings to the Provider through the related reduction in non-emergency services or treatment, or intentional injuries; and
 - e. The Provider may retain any monies collected under this section.

MANAGEMENT REQUIREMENTS

25. **Geographic Coverage of Service.** A multi-custody level correctional facility for the confinement, care and custody of State of Hawaii female inmates shall be provided at the CCA Facility in Wheelwright, Kentucky. The Facility has a rated capacity of 656 beds and the total number of inmates shall not exceed this rated capacity without the State's prior approval. The Facility shall include a 400-bed dormitory, a 256-bed cell housing unit, an administration/services building, a medical building, a vocational educational building, a recreation building, a visitor's pavilion, a program services addition, a central dining hall, and a visitation building.

The exterior security shall comply with all provisions of the RFP. Changes to these security and facility requirements may be made with the approval of the State, whose approval shall be not unreasonably withheld.

The Facility 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 shall participate in a wide range of religious and recreational activities and programs sponsored by Facility staff and local volunteers.

26. The Facility shall meet and comply with all relevant codes and standards for housing female inmates:
- a. The 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, that were in effect at the time of construction of the Facility;
 - b. The Provider shall take all necessary steps to have the Facility continually accredited by the ACA;
 - c. The Provider shall operate the Facility 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, 2003;
 - e. The Provider shall operate and maintain the Facility 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 Kentucky;
 - 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.

27. **Personnel.** The Provider shall:

SCOPE OF SERVICES

Attachment 1

- 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 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 paragraph 31(b);
- e. Employ a single on-site Warden to manage the Facility and its programs;
- f. Provide at least one (1) full-time dedicated case manager for up to eighty (80) Inmates to carry out the responsibilities associated with classification, progress reports, parole reports, casework documentation, replying to grievances and maintaining regular contact with each assigned Inmate. A part-time employee may be used if the number of inmates is more than 80 and less than 160, provided that there is at least one full-time dedicated case manager and the number of hours by the part-time employee is based upon the number of inmates in excess of 80;
- g. Provide case management staff and/or substance abuse counselors with LSI-R training 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 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 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, revised 9/15/06 and PSD CORR.18.01/No. 2000-1061, revised 2/12/00) and the State of Kentucky (CPP.18.1, effective 8/31/07); and
- 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 administrative offices at no additional cost to the State.

28. **Quality Assurance and Evaluation Specifications.** Provide the State officials access to State inmates and the areas of the facility where they are housed and receive programming and services at any reasonable hour 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. The Facility 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.

29. The Provider shall employ a full-time, on-site Quality Assurance Manager who shall be responsible for:
- a. Tracking all Facility policies, 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 all 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.
30. 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.

31. **LIQUIDATED DAMAGES.** The following shall apply if the Provider fails to comply with the terms in this Contract:
- a. If one or more qualified Inmates are not placed into a Level III substance abuse treatment program within 30 days of the qualified Inmate's request, because the Provider violated paragraph 14, liquidated damages in the amount of \$17.00 per day per Inmate shall be assessed;
 - b. To the extent more specifically described below, the Provider shall staff the Facility 24 hours per day seven days per week in accordance with its staffing pattern attached hereto, as Attachment 1, Appendix D. The staffing pattern is based on a population of 480 inmates at the Facility, including inmates from other jurisdictions. Should the population deviate 15% or more from the population number on which the then current staffing pattern is based for a period of thirty days, the Provider shall submit a revised staffing pattern to the State for approval, said approval not to be unreasonably withheld;
 - c. If the Provider fails to comply with Paragraph 31(b) within 60 days, liquidated damages shall be assessed. If an incumbent employee vacated the position, the liquidated damages shall be based upon the salary and fringe benefits of the incumbent. If the position was to be established because of a population increase, the liquidated damages shall be based upon the average salary and fringe benefits of the employees in that position at the Facility; and
 - d. If liquidated damages are assessed pursuant to Paragraphs 31(a) through 31(c), the Provider may credit the amount or the State of Hawaii may withhold the amount from the Provider's payment.

Provider shall have a sixty (60) day period from the commencement date to transition operations in compliance with this Agreement. No liquidated damages shall apply during this initial transition period.

32. **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 habeas corpus actions that are filed by State

inmates assigned to the Facility under the contract that results from RFP No. PSD-08-ID/MB-24.

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 in 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.

33. Inmates legally confined to the Provider's Facility 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.
34. 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.
35. **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 the Provider's Facility and annual consideration for reclassification. Semi-annual reports shall be submitted no later than 10 working days after the end of each 6-month period.

The Provider's Facility 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, 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; and
- f. Summary reports on the results of urinalysis conducted on Inmates pursuant to this Contract; and
- g. Staffing plan patterns.

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.

- 36. **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 the Facility. The State shall not be responsible for health care for any illness or injuries incurred while an Inmate is on escape status.

- 37. **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 Kentucky. 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.

38. **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
Shari.L.Kimoto@hawaii.gov
(808) 837-8020 (Office)
(808) 837-8026 (Fax)

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
Wesley.K.Mun@hawaii.gov
(808) 587-1250 (Office)
(808) 587-3378 (Fax)

Provider Contact:

Ms. Kelly Durham, Senior Director, Business Development
Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, Tennessee 37215
(615) 263-3034 (Office)
(615) 263-3100 (Fax)

Ms. Natasha Metcalf, Vice President, Customer Contracts
Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, Tennessee 37215

SCOPE OF SERVICES


Attachment 1

(615) 263-3246 (Office)
(615) 263-3100 (Fax)

Provider's Facility Contact:

Mr. Jeff Little, Warden
Otter Creek Correctional Center
Highway 306/P.O. Box 500
Wheelwright, Kentucky 41669-0500
(606) 452-9700 (Office)
(606) 452-9703 (Fax)

NOT CONFIDENTIAL

	DEPARTMENT OF PUBLIC SAFETY	EFFECTIVE DATE: 04/01/04	POLICY NO.: COR. 14.26
	CORRECTIONS ADMINISTRATION POLICY AND PROCEDURES	SUPERSEDES (Policy No. & Date): New	
SUBJECT: OFFENDER ASSESSMENT PROTOCOLS		Page 1 of 6	

Log No. 2004-2082

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; Responsibilities and Duties; Operations; Records, Reports, Staff
- d. Memorandum of Agreement between the Department of the Attorney General, Department of Public Safety, Department of Health, and the Judiciary, State of Hawaii, effective April 17, 2002.

.2 Definitions

- a. Criminal Justice Agencies: The Probation Divisions, the Department of Public Safety, and the Hawaii Paroling Authority.
- 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.

COR P & PM	SUBJECT:	POLICY NO.:
	OFFENDER ASSESSMENT PROTOCOLS	COR. 14.26
		EFFECTIVE DATE: 04/01/04
		Page 2 of 6

- 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 .35 entry-level MI score.
- m. Cyzap: Internet database used by all Criminal Justice agencies to store the offender's scores (Attachment A).

3.0 POLICY

- .1 The Department of Public Safety shall ensure that all eligible offenders are administered the LSI-R/ASUS by certified staff in a timely manner.
- .2 The Department of Public Safety shall maintain a common information system platform containing current offender-based information for interagency collaboration.

COR P & PM	SUBJECT: OFFENDER ASSESSMENT PROTOCOLS	POLICY NO.: COR. 14.26
		EFFECTIVE DATE: 04/01/04
		Page 3 of 6

- .3 The Department of Public Safety 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.

4.0 PROCEDURES

.1 Intake Service Center

- 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.

COR P & PM	SUBJECT:	POLICY NO.:
	OFFENDER ASSESSMENT PROTOCOLS	COR. 14.26
		EFFECTIVE DATE: 04/01/04
		Page 4 of 5

- 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

- a. All newly sentenced inmates entering the 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.

COR P & PM	SUBJECT: OFFENDER ASSESSMENT PROTOCOLS	POLICY NO.:
		COR. 14.26
		EFFECTIVE DATE:
		04/01/04
		Page 5 of 6

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.

COR P & PM	SUBJECT: OFFENDER ASSESSMENT PROTOCOLS	POLICY NO.: COR. 14.26
		EFFECTIVE DATE: 04/01/04
		Page 6 of 6

6.0 SCOPE

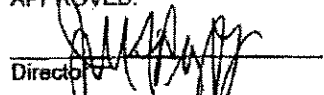
This policy applies to all supervisors/managers and staff assigned to assess and evaluate offenders.

APPROVAL RECOMMENDED:


Deputy Director for Corrections

April 10, 2004
Date

APPROVED:


Director

April 7, 2004
Date

ATTACHMENT A

Level of Service Inventory -R

Assessment ID: DOCH-LS-672

Assessed: 03/15/04

Name: [REDACTED]

DOB: 05/05/1982	Gender: Male	Sentence Date:	Offense:	Unit: Parole
Assessor: rousid@oahu	Initial Assessment:	Offense Group:	Offense Type:	County: Oahu
Case #: 3	SMN#: 3	Assessment Status:	Disposition:	Property Class B Post-Sentence Prison
Total Score: 22		Change Score: 20		Risk: Moderate

N	Y	Criminal History	0.30	N	Y	Leisure/Recreation	
1.	X	Any prior adult convictions		30.	X	No recent participation in an organized activity	1.00
2.	X	Two or more prior convictions		31.	1	Could make better use of time	.40
3.	X	Three or more prior convictions		32.	X	Companions	
4.	X	Three or more present offenses		33.	X	A social isolate	
5.	X	Arrested under age 18		34.	X	Some criminal acquaintances	
6.	X	Ever incarcerated upon conviction		35.	X	Some criminal friends	
7.	X	Escape history from a correctional facility		36.	X	Few prosocial acquaintances	
8.	X	Ever punished for institutional misconduct. Num: 1		37.	X	Few prosocial friends	
9.	X	Charges filed or status revoked on probation/parole		38.	X	Alcohol/Drug Problem	.70
10.	-	Official record of assault/violence		39.	X	Alcohol problem, ever in lifetime	
Education/Employment			0.70	40.	X	Drug problem, ever in lifetime	
When in labor market				41.	2	Alcohol problem in last 12 months	
11.	X	Currently unemployed		42.	1	Drug problem in last 12 months. Job & etc	
12.	X	Frequently unemployed		43.	X	Law violations	
13.	X	Never employed for a full year		44.	X	Marital/Family	
14.	X	Ever fired or asked to resign		45.	X	School/Work	
School or when in school				46.	X	Medical	
15.	X	Less than regular grade 10		47.	X	Other indicators financial	
16.	X	Less than regular grade 12		48.	X	Emotional/Personal	.00
17.	X	Suspended or expelled at least once		49.	X	Moderate interference	
18.	0	Participation/performance		50.	X	Severe interference, active psychosis	
19.	0	Peer interactions		51.	X	Mental health treatment ever in lifetime	
20.	0	Authority interactions		52.	X	Mental health treatment in last 12 months	
Finance			0.50	53.	X	Psychological assessment indicated	
21.	3	Financial Problems		54.	2	Attitudes/Orientation	.00
22.	X	Reliance upon social assistance		55.	2	Supportive of crime	
Family/Marital			0.00	56.	2	Unfavorable toward conviction	
23.	2	Dissatisfaction with marital situation		57.	X	Poor toward sentence	
24.	2	Non-rewarding, parental		58.	X	Poor toward supervision	
25.	2	Non-rewarding, other relatives		Comments/Override:			
26.	X	Criminal-Family/Spouse					
Accommodation			0.00				
27.	3	Un satisfactory					
28.	X	Three or more address changes last year					
29.	X	High crime neighborhood					

The Level of Service Inventory-Revised (LSIR) by D. A. Andrews, Ph.D and James I. Borja, Ph.D. © 1985, Multi-Health Systems Inc. in USA Niagara Falls Blvd., North Tonawanda, NY 14120-2060; 1-800-466-3003. In Canada: 85 Overlea Blvd., Suite 210, Toronto, Ontario M4H 1P 400-264-6211, International: 1-416-424-1702. All rights reserved. Reproduced by permission.

ATTACHMENT A

ADULT SUBSTANCE USE SURVEY - ASUS

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Assessment ID: DOCH-ASUS-736

Assessed: 03/15/04

Name: [REDACTED]

DOB:	05/05/1962	Prior AOD OP TX:	1-2	Last Yr:	Assessor:	kwassk@oashj
Age:	41	AOD IP TX:	1-2		Employment:	
Gender:	Male	MH TX:	None		Other Status:	
Ethnicity:	Caucasian (no his)	Drug Ed Class:	None		Age of First Arrest:	
Marital:	Married	AOD Arrests:	None			
Education:	12 years					

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	1-10	0		7. Heroin	0	0	
2. Marijuana	11-25	0		8. Other Opioids	1-10	1-10	4
3. Cocaine	0	0		9. Sedatives	0	0	
4. Amphetamines	1-10	1-10	41	10. Tranquilizers	0	0	
5. Hallucinogens	0	0		11. Cigarettes	No longer		
6. Inhalants	0	0					
SUHM/Tx (based on LSI Total)					Weekly Therapy		

Critical Summary:

ASUS Summary Profile

SCALE	Score	1	2	3	Median 4	5	High Medium 6	7	8	High 9	10	NORM SET
1. Involvement1	6	[Bar chart showing score 6]										2542 adult probationers screened for potential etc or drug problem
2. Disruption1	4	[Bar chart showing score 4]										
3. Social	5	[Bar chart showing score 5]										
4. Mood	4	[Bar chart showing score 4]										
5. Global	18	[Bar chart showing score 18]										
6. Six Month	5	[Bar chart showing score 5]										
7. Defensive	11	[Bar chart showing score 11]										
8. Motivation	21	[Bar chart showing score 21]										
9. ASUS Rater	4	[Bar chart showing score 4]										
10. Involvement2	5	[Bar chart showing score 5]										
11. Disruption2	4	[Bar chart showing score 4]										

Treatment Guidelines (based on ASUS Involvement and Disruption Score)

Involvement Score	Disruption Score	Level of Use & Problem Description	L
5	4	Low use, low-medium disruption, low-medium needs	

Referral Guidelines: Comprehensive assessment 12-18 hrs AOD education class. Low intensity outpatients (1-2hrs wk). UA if drug use

Evaluator Impression:

AOD Use Involvement:	1-Minimal-Low
AOD Use Disruption:	3-Low-Moderate
AOD Use Service readiness:	7-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 questions. It represents the individual's perception of self regarding alcohol and other drug use, concerns about self and relationship to others willingness to be involved in the change process. This information should be used only in conjunction with information from all other sources in making referral or treatment decisions. No one piece of information from this or any other source should be used solely to make such decisions always best to engage the client in a partnership when making referral and treatment decisions.

Appendix B
STATE OF HAWAII'S SUBSTANCE ABUSE OUTPATIENT PROGRAM
(FORMERLY LEVEL II)

Level II 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 Treatment Program, 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 knowledge and awareness.

Level II services are for inmates who are at lower risk 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 LSI and TCU CJ Forms (Intake & Initial) and TCCUDSII, a multi-leveled assessment instrument 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 assessments 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 TCU CJ Forms (Intake & Initial) and TCCUDSII to those who have been identified as having moderate to serious substance abuse problems and who have been accepted for admission to structured Level II 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.

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 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 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 Level II 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:

- A 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.

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 treatment plan specifies Level II group 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 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-play, and written assignments. Level II groups will be structured to insure that the materials are adequately covered, reviewed, and the participant has sufficient opportunity to practice effective behaviors 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 their feelings and self-deceptions and begin to accept ownership and responsibility for the consequences of their behaviors and lives in general. (Approximately 64 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 unresolved issues identified in the offender's treatment plan, i.e., recovery, behavior modification and problem solving, and shall be designed to assist the inmate with the reintegration process necessary for successful transition to community living.

D. Continuing Care

Providers shall develop a continuing care component for offenders that successfully complete primary treatment, including those discharged from other levels of treatment (i.e., Level-III). Continuing Care shall be provided for the purpose of reinforcing and maintaining recovery from the time of completion of treatment to the time when the offender transfers to either parole status or to a community level facility. (It is well documented in the corrections treatment research, and has been observed in our own population, that inmates who complete treatment, and who return to the general population without any continuing support, lose the effects of treatment, and regress back to criminal attitudes and behaviors.)

The continuing care component of treatment must encompass the aspects of relapse prevention, criminal conduct behaviors and attitudes, and prevention of recidivism. Additionally, other topics related to recovery should be added to the repertoire of curriculum topics, such as recovery support systems, job skill development, assertiveness vs. aggression, transportation issues, etc. It should also be noted that the offender must comply with all recommendations that are on his discharge summary from his primary treatment. An offender's length of stay in the continuing care program is dependent upon his personal ability and demonstration of maintaining responsible behavior and the counselors' observations and discretion. The continuing care component may also include process group and individual counseling.

The continuing care component shall be conducted once a week for one and one-half (1½) hours. The group size shall be no larger than twenty (20) offenders participating in the group. Should there be more than 20 candidates per facility, the provider may conduct more than one group at a time to insure all offenders receive the continuing care program. The continuing care component shall be no less than ten (10) weeks and no more than thirty (30) weeks.

Proposal must include the following for the continuing care component available to all clients who have completed either Level - II or Level III:

Provider must provide a detailed description of the proposed continuing care program.

Provider will provide the process by which they would maintain the services for an offender until she is paroled, or terminated from incarceration.

E. Booster Sessions for Completed Level-II Participants

Booster sessions shall be available to clients to return to treatment that have been completed and then later have misconduct or behavioral problems that warrants a redress of treatment for success of recovery. These sessions would be extremely limited and would be used only for those offenders who have regressed that still

demonstrate potential for recovery. The booster sessions should be used as a refresher for the offender who completed treatment and has somewhat digressed in his performance since completing treatment. This should not be used for the offenders who have relapsed into active substance use and abuse. Active use and abuse of substances would warrant a re-evaluation of the offender with a high probability of being recommended to Level-III treatment. Additionally, these sessions would not be used for the client who re-commits another crime while on furlough or extended furlough. Again, this offender would be re-evaluated and would again probably be recommended for Level-III treatment. Booster sessions are designed to be used for the offender who may have committed minor or moderate misconducts, demonstrates consistent poor decisions, demonstrates consistent and constant thinking errors, poor emotional control, or re-establishes herself as being resistant to the facility rules and staff authority.

Appendix C
RESIDENTIAL SUBSTANCE ABUSE TREATMENT SERVICES
(FORMERLY LEVEL III)

Residential Substance Abuse Services in the Department of Public Safety is an intensive long-term residential treatment program lasting 9-15 months utilizing the therapeutic community (TC) model of treatment. It is for substance abusing criminal offenders and addresses both substance abuse and criminogenic needs. The key elements of the TC model utilized by the Hawaii Department of Public Safety are described below.

Communities are formed when individuals and family groups join for mutual advantage: to protect against common enemies, and to organize to reach common goals. In drug treatment therapeutic communities, the common enemy is substance abuse and the criminal lifestyle.

"The social organization of the TC, its structure, and its systems essentially constitute an environment for engineering social learning." George De Leon

"Where community exists, it confers upon its member identity, a sense of belonging, and a measure of security ... A community has power to motivate its members to exceptional performance. It can set standards of expectation for the individual and provide the climate in which great things happen." John W. Gardner

Much of the following TC key elements are credited to Corrections Research Institute, Community Building Training Manual.

Key elements of a therapeutic community:

Values – values form the guiding principles for the community. They define what is good and what is not. Rules and all activities in the community should reflect the values and principles of the community.

Rules – There are generally three sets of rules that a substance abuse therapeutic community in a correctional environment observe. They are:

Cardinal Rules

Protect the safety and the viability of the community. Violation of cardinal rules result in the most severe consequences, up to and including expulsion from the community.

Major Rules

Define the relationship between the individual members and the community, and identify behaviors to be corrected. Violations of major rules are expected and provide the opportunity for corrective measures. Violations of major rules requires bringing awareness to the violator and often require the assignment of learning experiences such as thinking reports and/or activities that support new learning. Major rules provide the structure that disallows previous maladaptive behaviors and directs members towards new "right living" behaviors valued by the community. Therefore it is necessary to understand that major rule violations are not only expected in a therapeutic community, but they are necessary as a vehicle for corrective action to take place. If rules are not being violated and/or members are not being made aware, then change is most likely not taking place among community members. When this situation arises in a TC, it is the responsibility of staff to modify the rules to ensure that members are brought to awareness and that pro-social learning experiences can replace faulty learning patterns.

House Rules

Are the norms for a particular community. Consequences for violation of house rules should include verbal and written awareness for repeated violations. House rules define the etiquette and personality of a community.

The rules of the TC in a correctional setting should be in alignment with institutional rules.

Consequences – Communities develop a system of consequences that enforce the rules of the community. Consequences operate as punishments and rewards. Punishments are a deterrent to future maladaptive behaviors (as identified by rule infractions). Rewards are both tangible and intangible consequences intended to promote the likelihood that the desirable behaviors will be repeated. A corrective learning experience most often includes both punishment and replacement with positive behaviors that are promoted by the community.

In TC, almost all consequences are intended and designed to be corrective learning experiences, since the purpose of the TC is to change dysfunctional behavior through increased awareness and motivation to change.

Learning experiences are the responsibility of the staff in the TC to determine, based upon a concept of "rational authority." Rational authority refers to leaders practicing self-reflection and checks and balances. This ensures that decisions by staff are guided by the community values. Privileges and sanctions should either be:

1. Therapeutic for the individual, and/or
2. Promote the health of the community.

Learning experiences should be designed by community rational authority to:

- Compel residents to be aware of and attend to their behaviors
- Reflect on their motivation and the underlying thinking that prompted the behavior
- Connect consequences to behavior; or
- Search for alternate behaviors when confronting similar situations, i.e., change.

Structure – Structure provides the community with organization that facilitates the aforementioned principles to operate effectively. The structure board defines the job hierarchy within the community. Job categories and job functions are determined by what is required to operate the community. Job functions also promote change in the individual. There may be some job functions that may not be needed to operate the community but are essential because they promote change. The hierarchical design of the TC structure acknowledges those who have become leaders in the community and provides motivation for new members to work towards the community values. In the TC, self-esteem is then equated with the ability to accept responsibility and becoming a "role model" in the community. TC's attach increasingly desirable privileges as tangible rewards to each higher level of the structure board hierarchy.

Staff can use movement within the TC structure as a powerful vehicle for social engineering. Upward mobility should be recognized as role modeling the values of the community. Demotion should be used when appropriate as the consequence for regression. Lateral movement can be used to expand a member's experience and to increase self-esteem.

Privileges and Sanctions – Privileges reinforce behaviors that are consistent with the therapeutic community values and principles. This exemplifies the idea that privileges should be associated with efforts required to earn them. The amount of effort required to earn a privilege determines the worth of the privilege. The worth of the privilege is also assessed by the possibility of losing it. Privileges and associated levels of responsibility are earned and determined through a number of areas of assessment:

1. Behavior change
2. Attitude change
3. Acceptance of responsibility, and clinical progress.

Leadership – The primary goal of a TC is to facilitate the movement of an individual from a dysfunctional lifestyle to “right living”. This image of right living is embodied in the leadership in the community who gain this status through becoming role models. Because peers who have advanced in the community structure have succeeded in traversing the same obstacles that newer members are facing, they are credible role models.

This is a description of the key elements of the TC model of substance abuse treatment in Hawaii Department of Public Safety. For maximum success, the participant should complete the TC program while incarcerated and then go on to reentry services that help link him or her in the community while in work furlough status.

**OTTER CREEK CORRECTIONAL CENTER
Wheelwright, Kentucky
480 Female Beds (400 KY/80 HI)**

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	10.00
SECURITY/OPERATIONS	65.00
UNIT MANAGEMENT	55.00
SERVICES	7.50
PROGRAMS	15.50
HEALTH SERVICES	16.50
EDUCATION	10.00
TOTAL	179.50

MANAGEMENT/SUPPORT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warden	1	0	0	5	1.00	1.00
Assistant Warden	1	0	0	5	1.00	1.00
Training Manager	1	0	0	5	1.00	1.00
Business Manager	1	0	0	5	1.00	1.00
Accounting Clerk	1	0	0	5	1.00	1.00
Manager, Human Resources	1	0	0	5	1.00	1.00
Manager, Quality Assurance / Safety	1	0	0	5	1.00	1.00
Mailroom Clerk	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
TOTAL						10.00

SECURITY/OPERATIONS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Chief of Security	1	0	0	5	1.00	1.00
Shift Supervisor	1	1	1	7	1.70	5.00
Assistant Shift Supervisor	0	1	1	7	1.70	3.00
Asst. Shift Supervisor (Tool/Key Control Officer)	1	0	0	5	1.00	1.00
SCO - Fire/Safety	0	0	0	5	1.00	0.00
* Intake/Property Officer	1	0	0	5	1.00	1.00
* Front Entrance (Lobby) Officer	1	0	0	7	1.70	2.00
* Programs Officer	1	0	0	5	1.00	1.00
* Services Officer	1	0	0	7	1.70	2.00
* Kitchen Officer	1	1	0	7	1.70	3.00
* Medical Officer	1	1	0	5	1.00	2.00
* Recreation Officer	2	2	0	7	1.70	7.00
* Visitation Officer	2	0	0	2	0.60	1.00
* Transportation Officer	4	0	0	5	1.00	4.00
* Utility/Search & Escort Officer	3	3	2	7	1.70	14.00
* Central Control	1	1	1	7	1.70	5.00
* Perimeter Patrol	2	2	2	7	1.70	10.00
* Gate Officer	1	1	0	7	1.70	3.00
TOTAL						65.00

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
UNIT MANAGEMENT						
UNIT A, B, C (Dormitories) - 300 Beds						
Unit Manager	1	0	0	5	1.00	1.00
Counselor	2	0	0	5	1.00	2.00
SCO	1	1	0	7	1.70	3.00
* Housing Officer - A Unit	1	1	1	7	1.70	5.00
* Housing Officer - B Unit	1	1	1	7	1.70	5.00
* Housing Officer - C Unit	1	1	1	7	1.70	5.00
UNIT E (Cell Block) - 216 Beds						
Unit Manager	1	0	0	5	1.00	1.00
Counselor	1	0	0	5	1.00	1.00
Counselor (HI)	1	0	0	5	1.00	1.00
SCO	0	1	1	7	1.70	3.00
* Pod Control	2	2	2	7	1.70	10.00
* Housing Officer - E1 & E2	1	1	1	7	1.70	5.00
* Housing Officer - E3 & E4	1	1	1	7	1.70	5.00
SEGREGATION (E5)						
SCO	1	1	0	7	1.70	3.00
* Housing Officer	1	1	1	7	1.70	5.00
TOTAL						55.00

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
SERVICES						
Maintenance Supervisor	1	0	0	5	1.00	1.00
Maintenance Worker	4	0	0	5	1.00	4.00
*** Commissary Clerk	2	0	0	5	1.00	2.00
*** Commissary Clerk (Part-Time)	1	0	0	5	0.50	0.50
** Food Service Manager	1	0	0	5	1.00	Contract
** Food Service Supervisor	1	1	0	7	1.40	Contract
TOTAL						7.50

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
PROGRAMS						
Program Manager	1	0	0	5	1.00	1.00
Classification Coordinator	1	0	0	5	1.00	1.00
Addiction Treatment Manager - Cert/Licen (HI)	1	0	0	5	1.00	1.00
Addiction Treatment Counselor - Cert/Licen (HI)	2	0	0	5	1.00	2.00
Addiction Treatment Counselor (KY)	4	0	0	5	1.00	4.00
Records Clerk	2	0	0	5	1.00	2.00
Recreation Coordinator	1	1	0	5	1.00	2.00
Chaplain	1	0	0	5	1.00	1.00
Program Facilitator - Faith Based (KY)	1	0	0	5	0.50	0.50
Secretary	1	0	0	5	1.00	1.00
** Psychologist - Licensed PHD (HI)	CONTRACT / 24 HOURS PER WEEK					
TOTAL						15.50

HEALTH SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Health Services Administrator	1	0	0	5	1.00	1.00
ARNP/PA	1	0	0	5	1.00	1.00
Clinical Supervisor (LPN)	1	0	0	5	1.00	1.00
RN	0	1	0	5	1.00	1.00
LPN	3	1	1	7	1.70	10.00
Mental Health Coordinator (MS)	1	0	0	5	1.00	1.00
Medical Records Clerk	1	0	0	5	1.00	1.00
Medical Records Clerk (part-time)	1	0	0	5	0.50	0.50
** Psychiatrist	CONTRACT / 4 HOURS PER WEEK					
** Physician	CONTRACT / 4 HOURS PER WEEK					
** Dentist	CONTRACT / 20 HOURS PER WEEK					
** Dental Assistant	CONTRACT / 20 HOURS PER WEEK					
TOTAL						16.50

EDUCATION	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Instructor Supervisor (KY)	1	0	0	5	1.00	1.00
Academic Instructor (KY)	3	0	0	5	1.00	3.00
Academic Instructor (HI)	1	0	0	5	1.00	1.00
Vocational Instructor (KY)	3	0	0	5	1.00	3.00
Vocational Instructor (HI)	1	0	0	5	1.00	1.00
Administrative Clerk (KY)	1	0	0	5	1.00	1.00
TOTAL						10.00

* Post positions included in the Correctional Officer job classification.

OCCC480 -Female 7/20/05

** Positions hired on a contractual or fee basis for services rendered.

***Salary and benefits of commissary staff reimbursed from KCIC/HI, Inc. canteen profits.

CONTRACT NO. _____

Attachment 2

TIME OF PERFORMANCE

This agreement shall be effective from November 1, 2008 up to and including October 31, 2009.

Unless terminated, the contract may be extended for not more than two (2) additional twelve-month periods or parts thereof, without the necessity of rebidding, subject to the availability of funds and prior mutual agreement in writing.