

CONTRACT NO.

56454

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

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

July 1, 2007, between the _____

Department of Public Safety

(Name of state department, agency, board or commission)

State of Hawai'i ("STATE"), by its Interim Director

(Title of person signing for the STATE)

whose address is:

919 Ala Moana Boulevard, Room 400, Honolulu, Hawaii 96814

and Community Assistance Center

(Name of PROVIDER)

("PROVIDER"), a Non-Profit Corporation

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

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

Business street address:

200 North Vineyard Boulevard, Suite 330, Honolulu, Hawaii 96817

Mailing address if different than business street address:

same as above

Federal employer identification number: _____

Hawai'i general excise tax number: W_____ (former no. _____)

RECITALS

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

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

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

(1) Act 213, SLH2007, in the amount of \$390,290.00, or
(Identify state sources) *(state funding)*

(2) _____, in the amount of _____, or both.
(Identify federal sources) *(federal funding)*

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

(Legal authority for Contract)

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

- corporate resolutions of the PROVIDER or other authorizing documents such as partnership resolutions;
- corporate by-laws of the PROVIDER, or other similar operating documents of the PROVIDER, such as a partnership contract or limited liability company operating contract;
- the PROVIDER is a sole proprietor and as such does not require any authorizing documents to sign this Contract;
- other evidence of authority to sign:

F. The PROVIDER has provided a "Certificate of Insurance" to the STATE that shows to the satisfaction of the STATE that the PROVIDER has obtained liability insurance which complies with paragraph 1.4 of the General Conditions of this Contract and with any Special Conditions of this Contract.

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

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

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

2. Time of Performance. The PROVIDER shall provide the Required Services from _____
July 1, 2007, to June 30, 2008, as set forth in
Attachment "2" to this Contract, which is hereby made a part of this Contract.

3. Compensation. The PROVIDER shall be compensated in a total amount for all required services
not to exceed:

THREE HUNDRED, NINETY THOUSAND, TWO HUNDRED, NINETY AND NO/100

DOLLARS (\$390,290.00), which amount includes all fees and costs incurred and any federal, state and
local taxes, at the time and manner set forth in Attachment "3" to this Contract, which is hereby made a part of
this Contract.

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

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

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

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

Department of Public Safety, Planning, Programming and Budget Office--Purchasing and Contracts,
919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814

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

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

STATE _____
By Clayton A. Frank
(Signature)

Print Name Clayton A. Frank

Print Title Interim Director

Date 10/29/07

CORPORATE SEAL
(if available)

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

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

PROVIDER
By Gerald J. Reardon
(Signature)

Print Name Gerald J. Reardon

Print Title Executive Director

Date 10/11/07

APPROVED AS TO FORM:

[Signature]
Deputy Attorney General

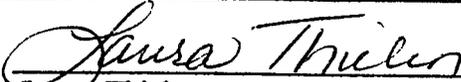


Ke Ala Pono
"The Right Path"

To Whom It May Concern:

This letter is to confirm that the Memorandum dated April 15, 2003 is still in effect. Gerald Reardon is authorized to sign for Community Assistance Center in order to conduct business of the agency within the scope of his duties and responsibilities as Executive Director and subject to the policies adopted by or action taken by the Board of Directors.

Dated: Honolulu, Hawaii May 24, 2007



Laura Thielen
President, Board of Directors
Community Assistance Center

Signed and sworn before me this
24th day of May, 2007
Notary Public Michael
My Commission expires: 3/7/10

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PROVIDER'S ACKNOWLEDGMENT

STATE OF Hawaii)
City COUNTY OF Honolulu) SS.

On this 11th day of October, 2009, before me appeared

and Gerald Pearson, to me known, to be the person(s) described

in and, who, being by me duly sworn, did say that he/she/they is/are the _____

and executive Director of Community Assistance Center,

the PROVIDER named in the forgoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the PROVIDER, and acknowledges that he/she/they executed said instrument as the free act and deed of the PROVIDER.

By [Signature]
(Signature)

Print Name Miron Hall

Date 10/11/09

Notary Public, State of ~~3/3/11~~ Hawaii

My commission expires: 3/3/10

(Notary Seal)

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

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

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

Clayton A. Frank
(Signature)

10/29/07
(Date)

Clayton A. Frank
(Print Name)

Interim Director
(Print Title)

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

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

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

(Signature)

(Date)

(Print Name)

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

**PROVIDER'S
STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

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

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

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

On behalf of:
Community Assistance Center

(Name of PROVIDER)

PROVIDER, the undersigned does declare as follows:

1. PROVIDER is* is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14(d), HRS).
4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

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

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

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

PROVIDER

By 
(Signature)

Print Name Gerald J. Reardon

Print Title Executive Director

Date 10/11/07

SCOPE OF SERVICES

The Provider agrees to perform those services as described in the "Request for Proposal," RFP Number PSD 07-CPS/SO-33, Treatment of Sex Offenders, dated May 24, 2007.

Provider shall provide a treatment curriculum combining Relapse Prevention and Psychoeducational components to sex offender inmates under the jurisdiction of the Department of Public Safety. This agreement will allow inmates to participate in the Department's Sex Offender Treatment Program (SOTP) at the Halawa Correctional Facility (HCF) and Oahu Community Correctional Center (OCCC) on Oahu, the Kulani Correctional Facility (KCF) and Hawaii Community Correctional Center (HCCC) on Hawaii (Big Island), and the Maui Community Correctional Center (MCCC) on Maui.

SCOPE OF WORK

The Provider will be required to accept correctional clients who have been assessed by the Department as being appropriate for services, unless the Provider presents to the Department justifiable reason why a particular offender should not be accepted into the program. The Provider shall provide only those treatment services identified by the Department as required for the inmate. The Department shall make the final decision as to whether an inmate will continue to receive treatment services or be terminated from receiving treatment services.

The Provider shall provide offense-specific SOTP therapy to groups consisting of approximately eight (8) to twelve (12) inmates, with ten (10) inmates the preferred number. Each group therapy session shall be of flexible duration to allow for extended or abbreviated sessions. Scheduling of regular meetings hours of approximately two hours per session shall be arranged jointly between the Provider and the facility for the mutual convenience of the Provider and the facility.

The purpose of the Provider's work is to treat sex offenders with the goal of increasing their coping skills to manage their impulses to sexually assault. As a result of the therapist' efforts, inmates should be able to demonstrate:

- (1) Increased cognitive and emotional understanding of appropriate sexual interactions in society, through the study of human sexuality and sex roles;
- (2) Increased cognitive and emotional understanding of their personal role in social interactions, through self-awareness, anger management, assertiveness, communications, and dating skills;

SCOPE OF SERVICES

- (3) Increased cognitive and emotional understanding of Relapse Prevention in order to reduce thinking errors, and promote victim empathy and self-control.

Personnel:

The Provider shall be responsible for providing therapists to lead the therapy groups. Provider shall not use staff employed by the State of Hawaii to deliver therapeutic services unless the employee works without salary, reimbursement, or compensation. During the Provider's delivery of services, State employees may provide training to the Provider's therapists, or receive training from the Provider's therapist, but shall not be paid for their time from funds awarded to the Provider. Any exception to the non-paid use of State employees must first receive clearance from the State Ethics Commission.

The Provider and/or Sub-Provider shall employ staff that is suitable to deal with these offenders. For this Agreement, the Provider and/or Sub-Provider shall not use persons currently serving a criminal sentence, including any on furlough from a correctional facility, on probation, on parole, or under the terms of a DAG/DANC plea. The Provider and/or Sub-Provider shall not use persons with a criminal history, history of drug use, history of child abuse, history of domestic abuse, history of sexual assault, history of violence and/or having a personal relationship with the offender without prior written approval by the Department. Prior to providing treatment services, the Provider and/or Sub-Provider shall submit a list of all the employees working under this Agreement to the Department. The Department will review and agree to the employment of staff in writing. Upon request, the Provider and/or Sub-Provider shall submit any information necessary to determine whether approval will, at the discretion of the Department, be granted. Any changes to staff and/or Sub-Providers shall be subject to the prior written approval of the Department.

The Provider and/or Sub-Provider shall notify each of its employees as well as employees of any subcontractors who provide services to any person committed to the custody of the Director of Public Safety for imprisonment pursuant to Chapter 706, Hawaii Revised Statutes (HRS), including a probationer serving a term of imprisonment pursuant to Section 706-624(2)(a), HRS and a misdemeanor or petty misdemeanor sentenced pursuant to Section 706-663, HRS, about the Hawaii Revised Statutes Section 707-731 relating to sexual assault in the second degree and Section 707-732, relating to sexual assault in the third degree. In addition, the Provider and any subcontractor shall maintain in each of the aforementioned employees and employees of any subcontractors' file, written documentation that the employee has received notice of the statutes.

The Provider shall provide two (2) therapists to co-facilitate each group therapy session. Individual sessions, screening interviews, and pre-screening file reviews may be performed by Masters level therapists acting alone.

SCOPE OF SERVICES

The minimum qualifications of each group's primary therapist shall be a Masters degree in a Social or Behavioral Science, and one year's experience working with sex offenders using the Relapse Prevention model of sex offender treatment. The minimum qualifications of the secondary therapist shall be a Bachelor's degree. Experience working with sex offenders is not a requirement for the secondary therapist.

The Department expects the Provider to pay therapists sufficient wages to maintain them for uninterrupted delivery of services throughout the course of this contract. Frequent turnover in Provider's staff may be grounds for contract termination or funding reduction.

The Provider will allow practicum students assigned to the Department or hired by the Provider, whether paid or unpaid, to attend group therapy sessions as part of the students' training in providing therapy to sex offenders. The practicum students may be assigned tasks by the Department's SOTP Administrator in addition to tasks assigned by the Provider. Tasks assigned by the Department's SOTP Administrator will be supervised by the Department, whereas tasks assigned by the Provider will be supervised by the Provider's staff. The Department will allow the Provider to deploy practicum students in tasks suitable to the students' level of expertise, such as acting as secondary group co-facilitator in the absence of one of the Provider's hired staff, or conducting psychotherapy assignments, or paper-and-pencil testing. If the Department assigns practicum students to conduct individual therapy sessions for offenders who are simultaneously enrolled in the Provider's therapy groups, the Provider's therapists shall allow each practicum student to monitor the offender's progress in group therapy by attending the group therapy sessions conducted by the Provider's staff. Assignment of practicum students by the Department's SOTP Administrator will be binding upon the Provider. Refusal by the Provider's therapists to allow each practicum student assigned by the Department to attend therapy groups conducted by the Provider shall be grounds for contract termination.

The Provider will provide monthly written candid notification to the Department's SOTP Administrator on the competence of each practicum student during the performance of assigned duties, and will alert the Department if any problems arise in the execution of the student's duties. Indifference to a practicum student's misconduct or incompetence shall be grounds for contract termination or funding reduction.

Supervisory Controls:

The therapists hired by the Provider shall receive instructions directly from the Director of the Provider's agency.

SCOPE OF SERVICES

The Provider, the Provider's therapists, and the Department's SOTP Administrator shall use judgment when acting alone in selecting a course of action when any one of several could be appropriate, but shall confer together to develop appropriate policy whenever instance of disagreement arise.

Neither the Provider nor the Provider's staff will disclose to a client, whether verbally or in writing, any information about disagreements or disputes between the Department and the Provider. Provider's distribution of any written documents pertaining to disagreements between the Provider and the Department, including the distribution of correspondence, rulings, or opinions expressed by the Provider and the Department about a dispute, will be grounds for immediate contract termination.

Neither the Provider nor the Provider's staff will disclose to a client, whether verbally or in writing, any information about any other offender who may be currently receiving SOTP services, or who received services in the past, or who may receive services in the future. Provider's distribution to a client of another offender's treatment records, institutional files, or correspondence of any sort will be grounds for immediate contact termination.

The appropriateness of the Provider's treatment curriculum, whether as to content or delivery, shall be reviewed by the Department's SOTP Administrator, with the decision of the Department's SOTP Administrator becoming binding upon the Provider. The Provider shall provide a copy of the curriculum or its lesson plans to the Department's SOTP Administrator whenever the Provider alters the curriculum that was originally submitted with its proposal in response to the Department's Request for Proposals.

Delivery of services by the Provider shall be scheduled at the designated correctional facility (for medium and minimum security level inmates) or at the Provider's treatment office (for community security level inmates) Monday through Friday at hours, including possible evenings and weekend hours, that receive the prior approval of the facility Warden or the Warden's designee.

Because every correctional facility is subject to interruptions in normal routine due to disruptions such as unscheduled lock-downs, inmate disturbances, shortage of staff, etc., the therapists working for the Provider can expect cancellation or delays of treatment sessions. Prior to traveling to the facility before each therapy session, therapists shall telephone the Program Coordinator at the facility to confirm whether therapy will be feasible that day.

Therapists entering the facility shall present themselves with photograph identification to the security control station and shall log-in their arrival time and shall log-out upon exiting, unless security officers have already been instructed by the facility captain to note the arrival and departure

SCOPE OF SERVICES

of the Provider's staff. This procedure is necessary to alert staff that the therapists are inside the facility, in case of a disturbance or natural disaster during which the therapists' safety may be in jeopardy.

Within each facility, the Provider's therapists shall follow the instructions of security officers at all times. If ordered to move to another part of the facility, therapists will not question the order, but shall follow instructions immediately, for their own protection as well as to allow facility staff to perform their emergency duties as quickly as possible.

Any interruption to the delivery of services due to unforeseen situations at a facility shall be reported by the Provider to the Department's SOTP Administrator, who shall investigate the cause for the interruption, and shall inform the Provider of his findings. Neither the Provider nor his staff shall lodge complaints directly to the facility Warden, or facility staff, nor attempt to investigate such interruptions on their own.

If prior notification of facility disruption was given to the Provider by the facility, the Provider shall not be paid for any session canceled beforehand, as it shall be expected that a replacement session shall be scheduled at a later date until the full number of contracted sessions is delivered. (See the Payment Section on "partial payment" for any session interrupted before meetings its two-hour duration, or for any session canceled after the Provider's therapists have arrived at the facility's gate.)

Quality Assurance and Evaluation Specification:

The Department's SOTP Administrator will monitor the Provider's therapists' compliance and will evaluate services performed. During the monitoring visits, the Provider shall make available to the Department for review, project files, fiscal records, curriculum, treatment plans, data collection results, etc. Unacceptable professional practice or deviations from the agreed-upon curriculum shall be evaluated by the Department's SOTP Administrator, who may at any time suspend or terminate the services under the provisions of this contract. Prior to such suspension of the contract by the Department, however, the Provider shall be allowed to make every effort to correct any perceived unprofessional conduct by its therapists and shall be given reasonable time to do so. Reasonable time shall be determined by the Department, but 30 days is typical.

The Provider will follow the guidelines for the treatment of sex offenders as set forth by the Hawaii Sex Offender Team (SOT) "Guidelines for Treatment, Revised" whenever possible. (A set of the most recently updated SOT Guidelines is available upon request from the SOTP Administrator.) New guidelines for the treatment of this population may be developed by SOT in the course of this contract, after consultation with the Department's SOTP Administrator, who will present the new

SCOPE OF SERVICES

guidelines to the Provider for adoption.

The nature and scope of the treatment services shall be performed in accordance with established clinical practices, clinical principles, and clinical ethics of the American Psychological Association.

The Provider's staff shall conform to State and federal statutes that require clinicians to report to Child Protective Services of local police an offender's disclosure of possible sexual abuse of children under his care, including incidents in the past. The clinician's decision to report is not optional.

Transportation:

All ground transportation costs for the period of the contract shall be included in the contract bid price. Transportation by sea shall be disallowed.

Holidays:

Delivery of treatment at the facility shall not occur on any State or Federal holiday in which State employees are granted holiday leave. The Provider shall be responsible for informing the therapists of the exact calendar date on which each holiday falls. The following events of each year are established as holidays and shall be observed on the days as prescribed for State employees:

New Year's Day	Independence Day
Dr. Martin Luther King, Jr. Day	Admission Day
Presidents' Day	Labor Day
Prince Jonah Kuhio Kalaniana'ole Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas
King Kamehameha I Day	

Also included are all election days, except primary and special election days, and any day designated by proclamation by the President of the United States or by the Governor as a holiday.

Because the delivery of treatment shall continue until the treatment curriculum has been delivered to each inmate to the therapists' satisfaction, holidays shall have no impact upon the total number of therapy sessions delivered. Any treatment session mis-scheduled on a holiday shall be offered at a later date until the full treatment curriculum is delivered.

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Neither the Provider nor any of its Sub-Providers shall be compensated for any expense or inconvenience associated with any session mis-scheduled on a holiday.

Screening:

For medium and minimum security inmates, the Provider shall provide the following services during Screening:

The Provider's therapists shall review at the Records Room at the facility the institutional records of sex offender inmates incarcerated there and who have been previously approved for program eligibility by the Department's SOTP Administrator, and who have fewer than 36 months remaining before parole eligibility. The Provider shall assign priority for screening to those inmates closest to parole eligibility date.

The Provider shall eliminate from the roster of eligible sex offenders any inmate who appears to have a significantly negative prognosis for treatment. Elimination may be based upon an inmate's total denial of committing any sex offense; florid psychosis that the inmate is either unwilling or unable to contain through medication; violence or threats of violence against the Department's staff, Provider's therapists, or fellow inmates; past or pending litigation against the Provider.

The Provider shall inform in writing to each inmate who passes initial screening that he is invited for a face-to-face interview, to be scheduled as to date and hour, to determine his final admission into the program. The Provider shall provide the Department's SOTP Administrator with a photocopy of the letter. During the interview, screeners shall inquire directly whether the inmate accepts partial responsibility for the commission of the crime for which he was convicted if the instant offense was sexual, or for a prior conviction of a sexual offense, or plea bargain.

After interviewing each eligible offender, the Provider shall eliminate from further program consideration any sex offender who claims that he is innocent or who states that he is appealing his conviction. The Provider shall inform the inmate that his entry into treatment shall be postponed until the outcome of his appeal, as Constitutional rights against self-incrimination must be protected.

The Provider may eliminate from further program consideration any sex offender who totally denies any problem with inappropriate sexual behavior or who blames anyone or anything other than himself (e.g., his victim) to shoulder the responsibility for his actions.

SCOPE OF SERVICES

A written letter of rejection and reasons for the inmate's rejection from treatment shall be conveyed by the Provider directly to each inmate found unacceptable for treatment, with a photocopy provided to the Department's SOTP Administrator.

The Provider shall provide a listing to the Department's SOTP Administrator of those inmates who were found eligible for entry into group therapy, and shall send each accepted inmate a notice of acceptance. The Provider shall convey in writing the date, time, and location of the first group therapy session directly to each inmate who is accepted for treatment.

The Provider shall not eliminate from screening, or from interview, or from treatment any inmate whose amenability for treatment may be diminished because of factors beyond his control, such as an inability to speak or write English, or physical or mental handicap or disadvantage. Language interpreters for non-English speaking inmates, sign interpreters for deaf inmates, or special tutors for blind or slow inmates will be employed to help inmates successfully participate in group therapy. Individual therapy offering an equivalent SOTP curriculum may be an option if a disadvantaged inmate cannot keep pace with his peers despite documented attempts by the Provider of special assistance within the group therapy format. After screening and interview, the Provider may reject severely disadvantaged inmates from treatment consideration, provided the Provider submits documentation to support the inmate's rejection (e.g., test scores on intelligence, psychiatric evaluation) and shall forward to the Department's SOTP Administrator written reasons for the rejection and recommendations for further assessment or treatment. The Department's SOTP Administrator shall have the final decision whether an inmate receives treatment.

The Provider's therapists may elect to accept into treatment on a probationary basis an inmate in substantial denial of his instant sexual offense, either for the purpose of overcoming his denial or to prepare him for admission into a later therapy group. No more than one such offender will be placed in each therapy group, and the offender will be suspended from treatment if other group members support his denial or shift into denial themselves.

The Department will provide the Provider with all relevant assessment and clinical information in its files, which may include Minnesota Multiphasic Personality Inventory (Revised), sexual deviance self-report battery, psychosexual assessment, offense history, and treatment progress reports by the inmate's previous SOTP therapists in Corrections.

Curriculum Development:

Prior to the delivery of any treatment services, the Provider and therapists shall meet with the Department's SOTP Administrator to review the appropriateness of the treatment curriculum.

SCOPE OF SERVICES

The Provider shall not bill the Department for any expenses incurred during curriculum development or staff training.

The Provider will supply to the Department the resumes of its therapists to determine that they meet the qualifications of training and experience to deliver the treatment services.

Tools to implement the curriculum will include, but are not limited to, the following: a) lesson plans; b) audio-visual teaching aides for treatment presentations; c) familiarity with the standards to evaluate each inmate's progress in therapy; d) treatment manuals, therapeutic training materials, and inmate workbooks as needed to implement the curriculum; e) progress reports and attendance rosters in a format approved by the Department's SOTP Administrator and the Hawaii Paroling Authority.

Consent to Treat Contracts:

Prior to the onset of therapy, the Provider's therapists shall require that each inmate sign a Consent to Treat contract specifying the terms and conditions of program compliance and the rights of the inmate.

Provisions in the Consent to Treat contract shall explain that participation is voluntary, that the inmate is free to withdraw at any time, and that the consequences of his actions during therapy may have an impact on his eventual parole eligibility.

The Consent to Treat contract shall include provisions explaining the limited confidentiality of the inmate's statements to the therapists, and to whom progress reports shall be forward (e.g., the Department's SOTP Administrator and Parole Board), and to whom reports shall not be forwarded (e.g., the Prosecutor, the inmate's attorney).

Provisions shall explain the inmate's need to share openly during therapy discussion, to complete assignments, to hold confidential disclosures within the group, and the consequences for failing to comply.

The contract shall explain the inmate's rights to an administrative review process during suspension or termination, and steps to redress wrongs he feels he suffered during treatment or suspension from treatment.

The Inmate shall be informed that any lawsuit initiated against the Provider or the Provider's therapists must result in suspension from all future treatment with the Provider or same therapist.

SCOPE OF SERVICES

Provisions shall explain that continuation of the inmate's SOTP therapy group is contingent upon funding through the Department and that therapy may be suspended temporarily or permanently for lack of funds.

The Consent to Treat contract shall include provisions that specify that the offender waives all confidentiality for disclosures made during therapy or assessment. The offender shall be instructed by the Provider's therapists that the offender's consent to waive confidentiality cannot be withdrawn without the consequence of immediate termination of the offender's participation in therapy or assessment up to the point of service termination.

The duration of each sex offender's treatment cannot be pre-determined. The Consent to Treat contract shall not state the exact or approximate number of sessions or time span for treatment.

Curriculum:

The Provider shall implement a curriculum in compliance with the Relapse Prevention "Guidelines for Treatment, Revised" established by the Hawaii Sex Offender Team. The principles of Relapse Prevention that apply to treatment programs in sexual assault suggest the following content areas:

- (1) Cognitive skills training and human sexuality instruction to reduce thinking errors;
- (2) Recognition of the relationship between sexual assault and disinhibitors (e.g., emotions and substance abuse);
- (3) Skills training in social interactions, anger management, assertiveness, communications, victim empathy, and self-awareness;
- (4) Recognition of high-risk situations, self-gratification, and alternatives to abuse.

Workbooks:

Because of potential lockdown situations at a facility, at which time the Provider's therapists may be prohibited from entering the facility or inmates may be prevented from moving to the assigned treatment area, the Provider may initiate workbook or lesson assignment monitoring via mail or periodic individual therapy sessions. Such correspondence is not intended to replace or substitute for the delivery of the treatment regimen through therapy groups, but is intended to provide continuity for inmates during prolonged lockdowns until therapy groups resume. Monitoring inmate progress through workbooks shall be time-limited, and shall be implemented in consultation with the Department's SOTP Administrator, who may set restrictions on the duration of workbook

SCOPE OF SERVICES

monitoring.

The Provider may not bill the Department for the time spent by therapists preparing or reviewing workbook lessons, or for the expenses incurred in monitoring assignments via mail. Feedback presented by the Provider's therapists to an inmate who is seen face-to-face in an individual session shall be billed at the rate consistent with individual treatment sessions.

Psychosexual Assessments, Polygraphs, and Referrals:

The Provider may elect to refer an inmate for brief evaluation or polygraph during treatment, or for comprehensive psychosexual assessment or polygraph if the inmate appears to have met maximum treatment benefit prior to program completion. Referrals must receive the prior approval of the Department's SOTP Administrator, and are subject to disapproval.

The Provider may request polygraph services during treatment for issues directly pertinent to sex offending behavior. The Provider shall request polygraph services only for inmates who are actively enrolled in therapy or who have completed therapy. The Provider shall not request polygraphs to assist facility staff in gathering evidence to resolve a sex offender inmate's alleged misconduct in matters not pertaining to sex offending.

The Provider may subcontract with another treatment provider to deliver polygraph and penile plethysmograph services, subject to approval by the Department's SOTP Administrator.

If the Provider perceives a need for additional specialized treatment that cannot be provided by the Department and which the inmate must bear the expense, the Provider shall provide in writing the names of three treatment providers for referral of services, upon approval by the Department's SOTP Administrator, which may include but are not necessarily limited to the Provider, the Provider's Sub-Providers, or other treatment providers under contract with the Department. The Provider shall forward a photocopy of the letter of referral to the Department's SOTP Administrator.

Group therapy is the preferred modality for delivering services. The Provider may provide individual treatment sessions in conjunction with group therapy after obtaining approval from the Department's SOTP Administrator. Individual treatment may not exceed ten (10) sessions within any fiscal year unless the Provider has received prior approval from the Department's SOTP Administrator.

SCOPE OF SERVICES**Voluntary Withdrawal by Inmates and Termination from Treatment:**

Participation in Sex Offender Treatment Programming is typically required by the Hawaii Paroling Authority for any inmate seeking parole release, but participation in any treatment program is voluntary. As a consequence, the Provider's therapists must alert any inmate who chooses to withdraw voluntarily from treatment or who is terminated by the therapists that he may face prolonged incarceration at the discretion of the Parole Board.

The Provider shall notify the designated facility staff within two (2) hours if an inmate scheduled for treatment fails to attend.

To any inmate who fails to appear for two (2) consecutive therapy sessions, the Provider shall inquire of the inmate in writing, within forty-eight (48) hours of the inmate's second failure to appear, whether the inmate is withdrawing voluntarily from participation. In that same letter, the Provider shall alert the inmate that his failure to attend four (4) consecutive sessions without excusable cause shall result in termination from treatment.

An inmate who fails to attend four (4) consecutive treatment sessions without an excused absence shall be notified by the Provider that his participation in the program is terminated. A photocopy of the Termination Letter shall be forwarded immediately to the SOTP Administrator, who in turn shall notify the appropriate representative of the Hawaii Paroling Authority.

The Provider's therapists have the right to suspend from treatment any inmate whose participation is disruptive to the group process; or who fails to comply with therapy tasks or assignments; or who remains in total denial twelve (12) weeks after the onset of therapy that he committed the sexual offense that led to his conviction. Any offender who remains in total denial or severe minimization must be suspended to allow another more motivated offender to make progress toward rehabilitation. Prior to suspension, the therapists shall inform the inmate that his current level of participation or accountability is unacceptable. If informed verbally, the warning to the inmate shall be made before witnesses and the Provider shall notify the Department's SOTP Administrator. If the warning is presented to the inmate in writing, the Provider shall forward a photocopy of the Warning Letter to the Department's SOTP Administrator. In either case, the Provider's therapists shall explain to the inmate the necessary steps he must take to redeem his situation in order to remain in the program.

The Provider's therapists shall not allow any sex offender to "complete" the treatment program while remaining in total denial or severe minimization. Therapists shall tolerate some degree of discrepancy between the offender's version of his crime and the victim's account.

SCOPE OF SERVICES

The Provider may not form a separate treatment group or provide individual sessions for offenders who remain in denial past the twelve (12) weeks initial probationary period after the onset of therapy unless the Provider provides such service pro bono and without billing the Department.

The Provider's therapists may terminate without advance warning any inmate whose violent actions in group, or threats of violence against the therapists, group members, or himself, is perceived as presenting an imminent danger. The inmate shall be informed of his termination in writing by the Provider within forty-eight (48) hours of the incident, with a photocopy forwarded to the Department's SOTP Administrator.

An inmate shall not be terminated from treatment if he is absent from four (4) consecutive treatment sessions due to events beyond his control, such as illness, facility lock-down, pending misconduct hearing, or lack of transportation escort by staff to the meeting site. During the four (4) consecutive absences, the inmate shall be recorded on the attendance roster as having an Excused Absence. After the fourth consecutive absence, the Provider shall terminate the offender from the program. If the offender seeks to rejoin the program, the Provider's therapists shall evaluate whether it is feasible and practical to reinstate the offender. If the offender's absence from the program was short in duration, the Provider may elect to offer the offender additional assistance, whether through individual therapy sessions or special tutoring, to cover the portion of the curriculum that the offender missed in his absence. If the offender is unable to catch up with his group's progress made in his absence, the Provider may allow the offender to re-join the group, but will require the offender to repeat at a later date the portion of the curriculum he missed.

An inmate shall not be terminated from treatment if his level of participation is adversely affected by diminished capabilities, such as language skills, mental disorder, or disability, provided that the inmate is perceived as making a concerted effort to benefit from therapy. In such cases, the Provider shall consult with the Department's SOTP Administrator to determine if a more suitable therapy placement is a viable alternative, or if additional resources (e.g., tutoring, translator, additional individual therapy) can be provided. Inevitably, however, the presence of some offenders within a group can hinder the progress of therapy for the other members, and termination is unavoidable in cases where individual sessions are unable to compensate for the inmate's deficits. In such cases, the Provider shall furnish written recommendations to the Department's SOTP Administrator about appropriate, alternative courses of action to address the inmate's treatment needs.

SCOPE OF SERVICES

An inmate shall not be terminated from treatment without due cause. Disagreeable encounters between therapists and clients are expected occurrences during the course of therapy. Therapists shall examine their own counter-transference issues whenever made to feel uncomfortable by an inmate, and shall notify the SOTP Administrator when they wish to terminate an inmate who has not met the termination criteria set above. The Department's SOTP Administrator may choose to intervene to resolve disputes between therapists and inmates, which may include consequences, such as temporary suspension (for two treatment sessions) of the inmate from group, an arbitration meeting among the disputing parties, or a vote from the group's membership to remove the inmate or therapist from continued participation. The Provider and SOTP Administrator shall provide documentation in writing to each other of each step in the arbitration or termination process.

In order to ensure the offender's rights to an administrative review process when terminated, the Department's SOTP Administrator may act as mediator if the offender desires re-instatement.

Substitution to Fill Vacated Treatment Slots:

The Provider shall conduct SEMI-OPEN rather than CLOSED groups to new participants. For medium and minimum security inmates, whenever group size falls below eight (8) inmates, the Provider shall replace each offender who withdraws or is terminated from treatment with another offender in order to maintain approximate group size. The Provider shall attempt to maintain group size at ten (10) inmates.

The Provider will be allowed to wait to fill each vacated treatment slot until the current phase, module, or component of the treatment curriculum is completed, but not longer than 90 days after a treatment slot is vacant. To provide incentive for the Provider to fill vacated treatment slots as promptly as possible, the Department shall pay the Provider only per the actual number of inmates physically attending sessions.

Self-Paying Offenders:

Some offenders with high paid jobs while on furlough or parole, or with substantial financial savings, may be capable of paying out-of-pocket for their own treatment services. The Provider shall not determine whether an offender is capable of paying for his own treatment. The determination for self-payment shall be made by the offender's supervising officer.

SCOPE OF SERVICES

The Department shall not pay the Provider for treatment services delivered to an offender whose supervising officer has determined he is capable of paying for his own services. The Provider shall be responsible for obtaining payment from each self-paying offender and shall notify the offender's supervising officer if treatment fees are not paid as agreed between the Provider and the offender. The Department shall resume paying for an offender's treatment if the offender's supervising officer confirms that the offender's financial status has worsened.

Program Completion and Clinical Discharge:

Certificates of Program Completion shall not be awarded to any offender who completes the Provider's treatment curriculum, as such certificates engender in offenders the perception that additional treatment in the future is unnecessary.

The Provider's therapists shall alert each offender who completes the Provider's treatment curriculum that additional SOTP will be expected, typically both in prison and on parole.

For inmates on furlough or parole, aftercare treatment shall progress through stages to eventual clinical discharge. Within the first year of furlough or parole, but no later than the end of the twelfth month of therapy, the Provider shall allow the offender to reduce monthly attendance to once, twice, or three times per month. If the Provider believes the offender should maintain weekly attendance beyond the close of the first year, the Provider shall send written justification to the Department's SOTP Administrator, who may accept or reject the Provider's continued aftercare treatment plan.

During the second year of therapy on furlough or parole, but no later than the end of the twenty-fourth month of therapy, the Provider shall place the offender on maintenance status whereby the offender shall be allowed to attend therapy sessions once per month or less frequently if deemed appropriate by the therapist. By the beginning of the third year of therapy on furlough or parole, each sex offender should be treated on a maintenance attendance schedule. If the Provider believes the offender is not ready for maintenance status, the Provider shall send written justification to the Department's SOTP Administrator, who may accept or reject the Provider's continued maintenance treatment plan.

The Department shall withhold payment for services for any offender whose extended aftercare or maintenance treatment plan was rejected by the SOTP Administrator.

An offender shall forfeit aftercare or maintenance status if he engages in serious high risk behaviors that make him subject to parole violation or furlough suspension. An occasional lapse in attendance or homework completion is not sufficient grounds to justify reverting the offender to an