CONTRACT NO. _____

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

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

JUNE 30, 2011 between the Department

of Public Safety,
(Name of the state department, agency board or commission)

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

whose address is: 919 Ala Moana Boulevard, Room 400

Honolulu, Hawaii 96814

and Corrections Corporation of America,
(Name of PROVIDER)

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

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

Business street address:

10 Burton Hills Boulevard

Nashville, Tennessee 37215

Mailing address if different than business street address:

Federal employer identification number: **REDACTED INFORMATION**

Hawai'i general excise tax number: Not applicable

RECITALS

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

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

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

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

in the amount of $11,489,935.20, or
(state funding)

(2) not applicable
(Identify federal sources)

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

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

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

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

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

_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE

REDACTED INFORMATION

By _____
(Signature)

Print Name Jodie F. Maesaka-Hirata

Print Title Director

Department of Public Safety

Date 6/16/2011

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

By NOT APPLICABLE
(Signature)

Print Name NOT APPLICABLE

Print Title NOT APPLICABLE

NOT APPLICABLE

Date NOT APPLICABLE

CONTRACT NO. _____

CORPORATE SEAL
(if available)

PROVIDER

By REDACTED INFORMATION
(Signature)

Print Name Anthony L. Grande

Print Title EVP/Chief Development Officer

Date 6.8.2011

APPROVED AS TO FORM:

REDACTED INFORMATION
Deputy Attorney General

CONTRACT NO. _____

PROVIDER'S ACKNOWLEDGMENT

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

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

DARLA J. MCALLISTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

By REDACTED INFORMATION
(Signature)
Print Name Darla J McAllister
Date 6-8-2011
Notary Public, State of Tennessee
My commission expires: 9/3/2012

Doc. Date: June 30, 2011 # Pages: 103
Notary Name: _____ Circuit
Doc. Description: STATE OF HAWAI'I
CONTRACT FOR HEALTH AND HUMAN SERVICES
COMPETITIVE PURCHASE OF SERVICES

(Notary Stamp or Seal)

Notary Signature Date

NOTARY CERTIFICATION

STATE OF HAWAII

SCOPE OF SERVICES

1. TERMS AND ACRONYMS USED UNLESS THE CONTEXT OTHERWISE REQUIRED

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

STATE OF HAWAII

SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

d) Identification data, including photographs, and fingerprints.

5. Relating to the transport of Inmates:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ii) Ready access to forms necessary for filing grievances;

iii) Consideration of the grievance by an impartial party;

iv) Means to ensure that grievances are kept confidential;

v) Avenues for appeal of decisions; and

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

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

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

STATE OF HAWAII

SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

iii) The action is neither arbitrary nor retaliatory;

iv) The discipline is not physically abusive; and

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

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

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

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

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

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

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

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

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

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

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

PROGRAM & SERVICE ACTIVITIES

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

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

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

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

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

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

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

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

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

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

    a. RRCC:

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

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

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

b. SCC:

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

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

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

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

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