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

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

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

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

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

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

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

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

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

The substance abuse treatment program shall include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Routine medical services shall include:

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

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

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

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

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

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

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

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

h. Radiology services, fixed and/or mobile;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

s. Dental Services shall include:

i) Emergency dental treatment;

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

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

iv) X-rays;

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

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

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

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

ii) Management of psychotropic medication;

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

iv) Suicide prevention and monitoring; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MANAGEMENT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Scheduling internal audits;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

g. Monthly STG reports and statistics.

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

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

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

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

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

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

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

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

35. **Contract Contact Information**.

State Contact:

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

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

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

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

STATE OF HAWAII

SCOPE OF SERVICES

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

Provider's Contact:

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

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

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

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

Provider's Facility Contacts:

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

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

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

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

Warden Brian Koehn
Florence Correctional Center
1100 Bowling Road

STATE OF HAWAII

SCOPE OF SERVICES

Florence, AZ 85132-2667

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