

State of Hawaii
Department of Public Safety
Institutions Division

Request for Proposals

RFP No.: PSD 16-ID/MB-32

A Multi-Custody Level Correctional Facility for the Confinement, Care and Custody of Hawaii Male Offenders

March 2, 2016

Note: *It is the applicant's responsibility to check the public procurement notice website, the request for proposals website, or to contact the RFP point-of-contact identified in the RFP for any addenda issued to this RFP. The State shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.*

March 2, 2016

REQUEST FOR PROPOSALS

A MULTI-CUSTODY LEVEL CORRECTIONAL FACILITY FOR THE CONFINEMENT, CARE AND CUSTODY OF HAWAII MALE OFFENDERS RFP No. PSD 16-ID/MB-32

The Department of Public Safety, Institutions Division, Mainland Branch, is requesting proposals for a qualified Provider to confine and supervise an indeterminate number of male Hawaii inmates to be determined by the State of Hawaii (State) in accordance with county, state and federal laws. Within the correctional facility, the Provider is to provide a range of correctional services, including education, substance abuse programs that include a therapeutic community, vocational programming, work line employment, recreation, libraries (law and recreational), health care (medical, dental, vision, mental health), religion, and security. The level of substance abuse programming must be based on Level of Service Inventory-Revised (LSI-R) assessments. The education programs must be designed to reduce recidivism and the vocational training to be offered shall include an analysis of a career outlook. The contract term will be for a 3-year period beginning on July 1, 2016, or on the official commencement date on the Notice to Proceed with possible extensions, as mutually agreed upon by both parties, for an additional two (2) twelve months or portions thereof.

The Administrative Services Office—Purchasing and Contracts will conduct an orientation on March 11, 2016 from 10:00 a.m. to 12:00 noon HST, at the Department of Public Safety, Director's Office Conference Room, 919 Ala Moana Boulevard, 4th Floor, Honolulu, Hawaii 96814. All prospective applicants are encouraged to attend the orientation.

Interested vendors not able to attend the orientation meeting may call in via telephone conference at:

Conference Dial-in Number: (712) 432-1212

Participant Access Code: 271-724-223

The deadline for submission of written questions is 4:30 p.m., HST, on March 15, 2016. All written questions will receive a written response from the State on or about March 17, 2016.

Proposals shall be mailed, postmarked by the United States Postal Service on or before March 31, 2016, and received no later than 10 days from the submittal deadline. Hand delivered proposals shall be received no later than 4:30 p.m., Hawaii Standard Time (HST), on March 31, 2016, at the drop-off sites designated on the Proposal Mail-in and Delivery

Information Sheet. Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

Inquiries regarding this RFP should be directed to the RFP contact person, Mr. Marc Yamamoto at 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814, telephone: (808) 587-1215, facsimile: (808) 587-1244, e-mail: marc.s.yamamoto@hawaii.gov.

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original + Three (3) Copies

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN **March 31, 2016** and received by the state purchasing agency no later than **10 days** from the submittal deadline.

All Mail-ins

Department of Public Safety
Administrative Services Office-
Procurement & Contracts
919 Ala Moana Boulevard, Rm 413
Honolulu, Hawaii 96814

RFP COORDINATOR

Marc S. Yamamoto, PSS IV
Telephone: (808) 587-1215
Facsimile: (808) 587-1244
Email:
Marc.S.Yamamoto@hawaii.gov

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITES UNTIL **4:30 P.M., Hawaii Standard Time (HST), March 31, 2016**. Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 4:30 p.m., March 31, 2016.

Drop-off Sites

Department of Public Safety
Administrative Services Office-Procurement &
Contracts
919 Ala Moana Boulevard, Rm 413
Honolulu, Hawaii 96814

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- Appendix D: Offender Assessment Protocols
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Section 1

Administrative Overview

Section 1

Administrative Overview

Applicants are encouraged to read each section of the RFP thoroughly. While sections such as the administrative overview may appear similar among RFPs, state purchasing agencies may add additional information as applicable. It is the responsibility of the applicant to understand the requirements of *each* RFP.

1.1 Procurement Timetable

Note that the procurement timetable represents the State's best estimated schedule. If an activity on this schedule is delayed, the rest of the schedule will likely be shifted by the same number of days. Contract start dates may be subject to the issuance of a notice to proceed.

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing Request for Proposals (RFP)	<u>March 2, 2016</u>
Distribution of RFP	<u>March 2, 2016</u>
RFP orientation session	<u>March 11, 2016</u>
Closing date for submission of written questions for written responses	<u>March 15, 2016, 4:30p., (HST)</u>
State purchasing agency's response to applicants' written questions	<u>March 17, 2016</u>
Discussions with applicant prior to proposal submittal deadline (optional)	<u>March 21-24, 2016</u>
Proposal submittal deadline	<u>March 31, 2016, 4:30p., (HST)</u>
Discussions with applicant after proposal submittal deadline (optional)	<u>Not applicable</u>
Final revised proposals (optional)	<u>April 7, 2016</u>
Proposal evaluation period	<u>April 11-15, 2016</u>
Provider selection	<u>April 18, 2016</u>
Notice of statement of findings and decision	<u>April 22, 2016</u>
Contract start date	<u>July 1, 2016</u>

1.2 Website Reference

	Item	Website
1	Procurement of Health and Human Services	http://spo.hawaii.gov/for-vendors/vendor-guide/methods-of-procurement/health-human-services/competitive-purchase-of-services-procurement-method/cost-principles-table-hrs-chapter-103f-2/
2	RFP website	http://hawaii.gov/spo2/health/rfp103f/
3	Hawaii Revised Statutes (HRS) and Hawaii Administrative Rules (HAR) for Purchases of Health and Human Services	http://spo.hawaii.gov Click on the "References" tab.
4	General Conditions, AG-103F13	http://hawaii.gov/forms/internal/department-of-the-attorney-general/ag-103f13-1/view
5	Forms	http://spo.hawaii.gov Click on the "Forms" tab.
6	Cost Principles	http://spo.hawaii.gov Search: Keywords "Cost Principles"
7	Protest Forms/Procedures	http://spo.hawaii.gov/for-vendors/vendor-guide/protests-for-health-and-human-services/
8	Hawaii Compliance Express (HCE)	http://spo.hawaii.gov/hce/
9	Hawaii Revised Statutes	http://capitol.hawaii.gov/hrscurrent
10	Department of Taxation	http://tax.hawaii.gov
11	Department of Labor and Industrial Relations	http://labor.hawaii.gov
12	Department of Commerce and Consumer Affairs, Business Registration	http://cca.hawaii.gov click "Business Registration"
13	Campaign Spending Commission	http://ags.hawaii.gov/campaign/
14	Internal Revenue Service	http://www.irs.gov/
(Please note: website addresses may change from time to time. If a State link is not active, try the State of Hawaii website at http://hawaii.gov)		

1.3 Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS) Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

1.4 RFP Organization

This RFP is organized into six sections:

Section 1, Administrative Overview: Provides applicants with an overview of the procurement process.

Section 2, Service Specifications: Provides applicants with a general description of the tasks to be performed, delineates provider responsibilities, and defines deliverables (as applicable).

Section 3, Proposal Application Instructions: Describes the required format and content for the proposal application.

Section 4, Proposal Evaluation: Describes how proposals will be evaluated by the state purchasing agency.

Section 5, Attachments: Provides applicants with information and forms necessary to complete the application.

Section 6, Appendices: Provides applicants with additional information necessary to complete the application.

1.5 Contracting Office

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing provider performance. The Contracting Office is:

Department of Public Safety
Mainland & FDC Branch
919 Ala Moana Boulevard, 4th Floor
Honolulu, Hawaii 96814
Attention: Mr. Howard Komori
Telephone: (808) 837-8020
Facsimile: (808) 837-8026
Email: Howard.D.Komori@hawaii.gov

1.6 RFP Point-of-Contact

From the release date of this RFP until the selection of the successful provider(s), any inquiries and requests shall be directed to the sole point-of-contact identified below.

Marc S. Yamamoto
Department of Public Safety
Administrative Services Office – Procurement and Contracts
919 Ala Moana Boulevard, Room 413
Honolulu, Hawaii 96814

Email: Marc.S.Yamamoto@hawaii.gov

Telephone: (808) 587-1215

Facsimile: (808) 587-1244

1.7 Orientation

An orientation for applicants in reference to the request for proposals will be held as follows:

Date: March 11, 2016 **Time:** 10:00 a.m. to 12:00p
Location: Department of Public Safety
Director's Office Conference Room
919 Ala Moana Boulevard, 4th Floor
Honolulu, Hawaii 96814

Interested vendors not able to attend the orientation meeting may call in via telephone conference at:

Conference Dial-in Number: (712) 432-1212

Participant Access Code: 271-724-223

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted at the orientation and spontaneous answers provided at the state purchasing agency's discretion. However, answers provided at the orientation are only intended as general direction and may not represent the state purchasing agency's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the subsection 1.8, Submission of Questions.

1.8 Submission of Questions

Applicants may submit questions to the RFP point-of-contact identified in Section 1.6. Written questions should be received by the date and time specified in Section 1.1 Procurement Timetable. The purchasing agency will respond to written questions by way of an addendum to the RFP.

Deadline for submission of written questions:

Date: March 15, 2016 **Time:** 4:30p HST

State agency responses to applicant written questions will be provided by:

Date: March 17, 2016

1.9 Submission of Proposals

- A. **Forms/Formats** - Forms, with the exception of program specific requirements, may be found on the State Procurement Office website referred to in Section 1.2,

Website Reference. Refer to the Section 5, Proposal Application Checklist for the location of program specific forms.

1. **Proposal Application Identification (Form SPOH-200).** Provides applicant proposal identification.
 2. **Proposal Application Checklist.** The checklist provides applicants specific program requirements, reference and location of required RFP proposal forms, and the order in which all proposal components should be collated and submitted to the state purchasing agency.
 3. **Table of Contents.** A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.
 4. **Proposal Application (Form SPOH-200A).** Applicant shall submit comprehensive narratives that address all proposal requirements specified in Section 3, Proposal Application Instructions, including a cost proposal/budget, if required.
- B. **Program Specific Requirements.** Program specific requirements are included in Sections 2 and 3, as applicable. Required Federal and/or State certifications are listed on the Proposal Application Checklist in Section 5.
- C. **Multiple or Alternate Proposals.** Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.
- D. **Provider Compliance.** All providers shall comply with all laws governing entities doing business in the State.
- **Tax Clearance.** Pursuant to HRS §103-53, as a prerequisite to entering into contracts of \$25,000 or more, providers are required to have a tax clearance from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Refer to Section 1.2, Website Reference for DOTAX and IRS website address.
 - **Labor Law Compliance.** Pursuant to HRS §103-55, providers shall be in compliance with all applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety. Refer to Section 1.2, Website Reference for the Department of Labor and Industrial Relations (DLIR) website address.
 - **Business Registration.** Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations,

unincorporated associations and foreign insurance companies shall be registered and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. Refer to Section 1.2, Website Reference for DCCA website address.

Providers may register with Hawaii Compliance Express (HCE) for online compliance verification from the DOTAX, IRS, DLIR, and DCCA. There is a nominal annual registration fee (currently \$12) for the service. The HCE's online "Certificate of Vendor Compliance" provides the registered provider's current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. Refer to Section 1.2, Website Reference, for HCE's website address.

Providers not utilizing the HCE to demonstrate compliance shall provide paper certificates to the purchasing agency. All applications for applicable clearances are the responsibility of the providers. All certificates must be valid on the date it is received by the purchasing agency. The tax clearance certificate shall have an original green certified copy stamp and shall be valid for six months from the most recent approval stamp date on the certificate. The DLIR certificate is valid for six months from the date of issue. The DCCA certificate of good standing is valid for six months from date of issue.

- E. **Wages Law Compliance.** If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS §103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to Section 1.2, Website Reference for statutes and DLIR website address.
- F. **Campaign Contributions by State and County Contractors.** HRS §11-355 prohibits campaign contributions from certain State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. Refer to Section 1.2, Website Reference for statutes and Campaign Spending Commission website address.
- G. **Confidential Information.** If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

Note that price is not considered confidential and will not be withheld.

- H. **Proposal Submittal.** All mail-ins shall be postmarked by the United States Postal System (USPS) and received by the State purchasing agency no later than the submittal deadline indicated on the attached Proposal Mail-in and Delivery Information Sheet, or as amended. All hand deliveries shall be received by the State

purchasing agency by the date and time designated on the Proposal Mail-In and Delivery Information Sheet, or as amended. Proposals shall be rejected when:

1. Postmarked after the designated date; or
2. Postmarked by the designated date but not received within 10 days from the submittal deadline; or
3. If hand delivered, received after the designated date and time.

The number of copies required is located on the Proposal Mail-In and Delivery Information Sheet. Deliveries by private mail services such as FEDEX shall be considered hand deliveries and shall be rejected if received after the submittal deadline. Dated USPS shipping labels are not considered postmarks.

Facsimile or E-mailed Proposals Submittals. Proposals submitted through electronic means shall **not** be accepted.

1.10 Discussions with Applicants

- A. **Prior to Submittal Deadline.** Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirements.
- B. **After Proposal Submittal Deadline.** Discussions may be conducted with applicants whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance with HAR §3-143-403.

1.11 Opening of Proposals

Upon the state purchasing agency's receipt of a proposal at a designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and when possible, time-stamped. All documents so received shall be held in a secure place by the state purchasing agency and not examined for evaluation purposes until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

1.12 Additional Materials and Documentation

Upon request from the state purchasing agency, each applicant shall submit additional materials and documentation reasonably required by the state purchasing agency in its evaluation of the proposals.

1.13 RFP Amendments

The State reserves the right to amend this RFP at any time prior to the closing date for final revised proposals.

1.14 Final Revised Proposals

If requested, final revised proposals shall be submitted in the manner and by the date and time specified by the state purchasing agency. If a final revised proposal is not submitted, the previous submittal shall be construed as the applicant's final revised proposal. *The applicant shall submit **only** the section(s) of the proposal that are amended, along with the Proposal Application Identification Form (SPOH-200).* After final revised proposals are received, final evaluations will be conducted for an award.

1.15 Cancellation of Request for Proposal

The RFP may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interest of the State.

1.16 Costs for Proposal Preparation

Any costs incurred by applicants in preparing or submitting a proposal are the applicants' sole responsibility.

1.17 Provider Participation in Planning

Provider(s), awarded a contract resulting from this RFP,

are required

are not required

to participate in the purchasing agency's future development of a service delivery plan pursuant to HRS §103F-203.

Provider participation in a state purchasing agency's efforts to plan for or to purchase health and human services prior to the release of a RFP, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals, if conducted in accordance with HAR §§3-142-202 and 3-142-203.

1.18 Rejection of Proposals

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons:

- (1) Rejection for failure to cooperate or deal in good faith. (HAR §3-141-201)
- (2) Rejection for inadequate accounting system. (HAR §3-141-202)
- (3) Late proposals (HAR §3-143-603)

- (4) Inadequate response to request for proposals (HAR §3-143-609)
- (5) Proposal not responsive (HAR §3-143-610(a)(1))
- (6) Applicant not responsible (HAR §3-143-610(a)(2))

1.19 Notice of Award

A statement of findings and decision shall be provided to each responsive and responsible applicant by mail upon completion of the evaluation of competitive purchase of service proposals.

Any agreement arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order or other directive.

No work is to be undertaken by the provider(s) awarded a contract prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

1.20 Protests

Pursuant to HRS §103F-501 and HAR Chapter 148, an applicant aggrieved by an award of a contract may file a protest. The Notice of Protest form, SPOH-801, and related forms are available on the SPO website. Refer to Section 1.2, Website Reference for website address. Only the following matters may be protested:

- (1) A state purchasing agency's failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes;
- (2) A state purchasing agency's failure to follow any rule established by Chapter 103F of the Hawaii Revised Statutes; and
- (3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be postmarked by USPS or hand delivered to 1) the head of the state purchasing agency conducting the protested procurement and 2) the procurement officer who is conducting the procurement (as indicated below) within five working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the state purchasing agency.

Head of State Purchasing Agency	Procurement Officer
Name: Nolan P. Espinda	Name: Teresita Fernandez
Title: Director	Title: Business Management Officer
Mailing Address:	Mailing Address:

Department of Public Safety 919 Ala Moana Boulevard, Room 400 Honolulu, Hawaii 96814	Department of Public Safety 919 Ala Moana Boulevard, Room 413 Honolulu, Hawaii 96814
Business Address: same	Business Address: same

1.21 Availability of Funds

The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to HRS Chapter 37, and subject to the availability of State and/or Federal funds.

1.22 General and Special Conditions of Contract

The general conditions that will be imposed contractually are on the SPO website. Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary

Insurance Requirements

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

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

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

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$10,000,000 per year aggregate amount. \$ 2,000,000 for each person for each occurrence for bodily injury and property damage.
Products—Complete Operations Aggregate	
Comprehensive Automobile Liability	BI: \$2,000,000 per person for each occurrence.

PD: \$ 500,000 for each occurrence.

Professional Liability

\$10,000,000 for each occurrence.

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

1. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

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

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

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

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

TERMINATION

The State reserves and has the right, at any time during the term of the agreement, in its sole discretion, to terminate and cancel said agreement in the public interest or for the convenience of the State; provided, that the State gives the Applicant written notice of any cancellation or termination no less than ninety (90) calendar days prior to the effective date of such cancellation or termination. The Applicant's obligation under this agreement shall continue until the specified termination date.

1.23 Cost Principles

To promote uniform purchasing practices among state purchasing agencies procuring health and human services under HRS Chapter 103F, state purchasing agencies will utilize

standard cost principles as outlined on the SPO website. Refer to Section 1.2 Website Reference for website address. Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

Section 2

Service Specifications

Section 2

Service Specifications

2.1 Introduction

A. Overview, purpose or need

The purpose of this RFP is to seek a qualified Applicant to confine and supervise an indeterminate number of male Hawaii inmates to be determined by the State in accordance with county, state and federal laws to include the Americans with Disabilities Act. Currently, the State has approximately 1,400 male inmates at the Saguaro Correctional Center in Eloy, Arizona. The minimum required bed space should accommodate at least 1,800 beds.

Within the correctional facility, the Applicant is to provide a range of correctional services, including education, substance abuse programs that include a therapeutic community, vocational programming, work line employment, recreation, libraries (law and recreational), health care (medical, dental, vision, mental health), religion, and security. The level of substance abuse programming must be based on LSI-R assessments. The education programs must be designed to reduce recidivism and the vocational training to be offered shall include an analysis of a career outlook.

It is the State's intention to administer the contract resulting from this request. The contract resulting from this RFP will be for an initial three (3) year term with possible extensions, as mutually agreed upon by both parties, for an additional two (2) twelve months or portions thereof.

B. Planning activities conducted in preparation for this RFP

Pursuant to HAR, Chapter 3-142-202(e), the head of purchasing agency has waived the requirement for the issuance of a request for information on the basis that the following have remained unchanged: target population for services; the geographic location; and the scope of services.

C. Description of the service goals

The purpose of this procurement is to reduce the overcrowding in Hawaii's correctional facilities.

D. Description of the target population to be served

The target population to be served are male offenders to be housed on the mainland as determined by the State in accordance with all applicable laws, including but not limited to those of the county, state and federal laws. The custody level of the male offenders shall range from minimum to close custody.

The criteria the State uses to determine the inmates qualification for this program are as follows:

- (1) Time left to serve on sentence;
- (2) Program refusal, non-clinical discharge, or misconducts incurred;
- (3) Parole violators with more than 12 months to serve;
- (4) No pending criminal charges;
- (5) No medical or mental health conditions that may affect an inmate's ability to function within a normal range; and
- (6) Inmates that volunteer and have cleared all facility holds.

E. Geographic coverage of service

The confinement, care and custody of Hawaii male inmates at the selected multi-custody level correctional facility.

F. Probable funding amounts, source, and period of availability

The current contract rate for 1,400 Hawaii male inmates is a per diem rate of \$70.49 per inmate.

2.2 Contract Monitoring and Evaluation

The criteria by which the performance of the contract will be monitored and evaluated are:

- (1) Performance/Outcome Measures
- (2) Output Measures
- (3) Quality of Care/Quality of Services
- (4) Financial Management
- (5) Administrative Requirements

2.3 General Requirements

A. **Specific qualifications or requirements, including but not limited to licensure or accreditation**

The Applicant shall submit a proposal that describes a correctional facility meeting the following minimum requirements:

- (1) The correctional facility shall be a prison, not a jail.
- (2) The correctional facility shall be located no greater than 100 miles from a major airport with direct flights to and from Honolulu, Hawaii.
- (3) The correctional facility shall have a rated capacity of no less than 1,800 beds in one location with the option of housing protective custody / separate-type inmates in another nearby location. The rated capacity does not include infirmary beds or disciplinary segregation beds.
- (4) The correctional facility shall be capable of housing close custody inmates. A correctional facility in a state that does not allow out-of-state inmates with a close custody status shall not be acceptable.
- (5) The correctional facility shall be capable of accepting inmates convicted of Capitol 1 (or Felony A) crimes, including escape. A correctional facility in a state that limits certain out-of-state convictions shall not acceptable.
- (6) The Applicant shall make a minimum of six hours of activities per day accessible to all eligible and willing inmates. Activities may include work line, education, recreation, religious and treatment services. Inmates on disciplinary and administrative restrictions may be excluded.
- (7) All services provided in the Offer shall comply with all state and federal laws and constitutions, and with all mandatory ACA standards.
- (8) The Applicant shall comply with Section 1 – Administrative Overview, 1.22 – General and Special Conditions of the Contract – Insurance Requirements.

B. **Secondary purchaser participation** (Refer to HAR §3-143-608)

After-the-fact secondary purchases will be allowed.

Planned secondary purchases: None

C. Multiple or alternate proposals

(Refer to HAR §3-143-605)

Allowed Unallowed

D. Single or multiple contracts to be awarded

(Refer to HAR §3-143-206)

Single Multiple Single & Multiple

Criteria for multiple awards:

E. Single or multi-term contracts to be awarded

(Refer to HAR §3-149-302)

Single term (2 years or less) Multi-term (more than 2 years)

Contract terms:

Initial term of contract: Three (3) years beginning July 1, 2016 or the commencement date stated on the Notice to Proceed.

Length of each extension: Twelve (12) months.

Number of possible extensions: Two (2).

Maximum length of contract: Five (5) years.

Conditions for extensions: The contract may be extended if mutually agreed upon in writing prior to the expiration date of the contract.

2.4 Scope of Work

The scope of work encompasses the following tasks and responsibilities:

A. Service Activities

(Minimum and/or mandatory tasks and responsibilities)

(1) INMATE SERVICES

The Applicant should provide the following services:

- a. Clothing and supplies provided to inmates without charge, including both standard and cold/warm weather clothing, personal hygiene items, towels, bed linens and blankets.
- b. Laundry services.

- c. Inmate property policies.
- d. Food service, including a cycle meal menu, any approval and/or reviews by a Registered Dietician or Nutritionist of the cycle meal menu, whether fresh fruit is included, and policies on special meals for medical or religious needs. If a contract is awarded, rice shall be included as a food staple on a daily basis.
- e. 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. **Effective July 01, 2012, under Act 190, Section 1, Session Laws of Hawaii 2012**, any items purchased by an in-state and out-of-state inmate from a correctional facility commissary shall be subject to a 4% surcharge on the item's price. The proceeds from the surcharge shall be deposited into the automated victim information and notification system special fund.

After the 4% surcharge has been deducted, 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 profit from the commissary services shall benefit persons housed at the facilities under this Contract (equipment, services and programs). The facility may deny an inmate access to the commissary or to any item sold in the commissary for disciplinary or medical reasons.

The Applicant may opt to use Hawaii Correctional Industries as a source for commissary services.

Restricted purchases of commissary items in segregation housing and the Special Housing Incentive Program shall be in accordance to Applicant's policies.

- f. Recreation, including a description of the facility, equipment, supplies, and policies for indoor and outdoor recreational and leisure time activities. Recreation practices shall meet mandatory ACA standards.
- g. Library services, including a description of the recreational library and the hours of operation.
- h. Visitation programs, including the policies and procedures for visitation. If a contract is awarded, the Offeror shall provide, at its sole cost and expense, the necessary equipment (up to 2 cameras in each housing unit), separate sound-proof space for each camera, and bandwidth to handle the amount of cameras

operating within the Facility to permit videoconferencing by use of video teleconference equipment compatible with the video teleconference equipment currently being used by the State. Furthermore, if a contract is awarded, video teleconference phones shall be made available for a minimum of four up to ten hour blocks at a mutually agreed upon time on Saturdays.

- i. Grievance procedures, including a description of the process and any policies or procedures for ensuring ready access to grievance forms, consideration of the grievance by an impartial party, means for ensuring confidentiality, avenues for appeals, and time limits for filing, responding, and appealing.
- j. Access to courts, including a description of the materials that will be made available in the law library and the hours of operation, and availability of transportation to local courts if necessary. If a contract is awarded, the Applicant shall make any legal material provided by the State of Hawaii accessible to the inmates, including the Hawaii Revised Statutes, Hawaii Reports, and other legal material.
- k. Fiscal management of inmate accounts, including procedures for ensuring payments to inmates for work line, management of inmate trust accounts and commissary purchases, and provisions for both spendable and restricted accounts in accordance with State policies.
- l. Restitution payments pursuant to Section 352-22.6, Hawaii Revised Statutes, requires PSD to enforce victim restitution orders. Effective July 1, 2012, under Act 139, Section 10, Sessions Law of Hawaii 2012, the amount deducted from an Inmate's earnings, deposits and credits for victim restitution orders has increased from 10% to 25%. This increase applies only to court orders for restitution imposed on or after July 01, 2012.

It does not apply retroactively to orders imposed prior to July 01, 2012. For orders imposed prior to July 01, 2012, the required restitution deduction is 10%. However, where a given court order is inconsistent with 25% or 10% statutory deduction, PSD must follow the court order. In conjunction with the State's Crime Victim Compensation Commission (CVCC), the PSD has agreed to deduct restitution amounts from inmate earnings, deposits, and credit and forward these funds to the CVCC. The Facility shall work with PSD's Mainland & FDC Branch in collecting victim restitution orders.

- m. The Facility shall be in full compliance with the Prison Rape Elimination Act (PREA). Failure to maintain full compliance with PREA as demonstrated through facility-specific PREA compliance audit shall constitute an event of default on the part of the Applicant. The STATE shall provide written notice to Applicant of the default and shall default and shall specify a reasonable period

of time in which the Applicant must cure the default. The STATE shall not specify a cure period of less than the corrective action period specified in the PREA standards, which is currently one hundred eighty (180) days. If the Applicant fails to cure the default within the reasonable period of time specified, the STATE may assess liquidated damages against the Applicant of \$100 per day for each day after the specific cure period that the Applicant is in default, subject to a maximum of \$10,000.00 in liquid damages following the first 3-year PREA audit cycle and a maximum of \$15,000.00 in liquidated damages following each subsequent PREA audit cycle during the term of this contract.

- n. Safety ladders for all housing units that utilizes bunk beds within each cell shall be installed. These ladders must be secured to the frame of the bunk bed.
- o. Restrictions on types of inmates that may be housed at the proposed facility, such as former escapees, or inmates convicted of a sexual or violent crime.
- p. Telephone costs and services, include a description of telephone services and security measures, any and all costs for telephone services generally, and the breakdown of costs for a ten-minute call from the facility to Hawaii.
- q. Work line opportunities.

(2) PROGRAMMING

The Applicant should provide of the following programs and the minimum qualifications of staff for these programs:

- a. Educational services, including a description of the following programs, Educational Assessment (covering academic, career and vocational testing), ABE (Adult Basic Education) I, ABE II, ABE III, ABE IV, GED programs, Literacy & English Language Learner (ELL), College Education/Correspondence, job readiness and vocational training.
- b. An Orientation program to strongly encourage youthful offenders to enroll in appropriate programs that are eligible for federal funding (Title 1, Part D).
- c. Substance Abuse Programs, including:
 - 1) 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 and B for the State of Hawaii's substance abuse program and outpatient substance abuse treatment.)

- 2) A Therapeutic Community which includes residential substance abuse programming utilizing an evidence-based cognitive behavioral treatment component lasting approximately 300+ hours and 9 months in duration. (Refer to Appendix A, B and C for the State of Hawaii's substance abuse therapeutic community, including Residential substance abuse treatment.)
 - 3) A Substance abuse assessment policies. If the contract is awarded, the Applicant shall provide assessments pursuant to the State of Hawaii's Offender Assessment Tool policy (COR 14.26) (Refer to Appendix D Offender Assessment Protocols).
 - 4) Regularly scheduled and unscheduled (random & test for cause) urinalysis testing.
- d. Lifeskills, including:
- 1) Breaking Barriers
 - 2) Anger/Stress Management
 - 3) Parenting
- e. Faith-based Unit.
- f. Toastmasters
- g. Special Housing Incentive Program, 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 at various levels.
- h. Counseling, social work services and unit team management, including the ratio of counselors to inmates.
- i. Religious programs, including a list of religious programs and policies for accommodation of religious needs. (Refer to Appendix E for religious services.)

(3) HEALTH CARE

The Applicant should provide medical, mental health, and dental service in accordance with the laws of the State of Hawaii, the laws of the State where the facility is located; 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, 2014, and its updates and supplements.

The Applicant should 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:

- a. The Applicant 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 Applicant shall provide the staffing levels and hours of service that are pursuant to the National Commission on Correctional Health Care (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.)
- b. Routine medical care including:
 - 1) Primary care services including daily sick call 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;
 - 2) 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;
 - 3) 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 (72) hours of receipt of the request;
 - 4) Chronic care management system where all patients with a chronic disease such as diabetes, hypertension, asthma, or chronic mental health 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. 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 most current edition.

- 5) Medical and specialty care shall be provided utilizing community specialists; whenever possible, specialist's services shall be provided on-site;
- 6) Observation beds/cells for Inmates who require more intense monitoring or treatment, but who are not in need of acute hospitalization, shall be provided;
- 7) Routine diagnostic procedures including, but not limited to, multistix urinalysis, phlebotomy, hemocult tests, glucose tests such as Accuchecks, electrocardiogram, and visual acuity screening tests;
- 8) Radiology services, fixed and/or mobile;
- 9) 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 (i.e. diabetes or hypertension). Based on the United States Preventive Services Task Force, visits should include Body Mass Index (BMI), blood pressure, tuberculosis, colon cancer screening, abdominal aortic aneurysm screening (if relevant), and the need for aspirin;
- 10) Infection control to aggressively monitor such things as MRSA (Methicillin-resistant Staphylococcus Aureus) and Tuberculosis. Monitoring shall be initially conducted at intake, during annual physicals and as indicated during sick calls;
- 11) 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), Zostavax (over age 60 yrs0, Pneumovax & Prevnar 13 (over age 65, one dose each appropriately spaced; or earlier for 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);

- 12) Hepatitis C treatment consistent with the State's Treatment Guidelines, except as to the cost of Hepatitis C related medication, which will be reimbursed by the State.
 - 13) Prescription and over-the-counter medication taken chronically such as preventive aspirin and pain medication shall be provided as necessary at no cost to the Inmate, except as to the cost of AIDS/HIV related medication, which will be reimbursed by the State;
 - 14) Medical prostheses consistent with the State's policies and procedures, will be reimbursed by the Inmate;
 - 15) Mortality and peer review; and
 - 16) Durable medical equipment and supplies.
- c. Optometric care including annual eye examinations for inmates with chronic disease such as diabetes, that may affect vision, and at least once every two (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 Applicant shall be expected to provide the eyeglasses at the State's expense provided that the State approves of the purchase and the Inmate agrees in writing to reimburse the State for the cost. In such cases, the eyeglasses shall be limited to a small number of basic generic styles.
- d. Dental Services, including the following:
- 1) Emergency dental treatment;
 - 2) All necessary extractions including soft tissue and partial bony impaction;
 - 3) Maxillary and mandibular removal partial dentures when necessary for proper mastication (Inmate to pay for the appliance);
 - 4) X-rays;
 - 5) Oral surgery specialty outpatient care, including but not limited to extractions, biopsies, treatment of fractured jaws, and other surgical procedures; and
 - 6) Orthodontic treatment, periodontal surgery, tissue or bone grafts, and dental implants shall be considered an elective and shall not be required care of the Applicant unless paid for by Inmate.

- e. Mental Health Care, including mental health screening and evaluation for major mental conditions or illnesses, identification, treatment and management of acute problems, suicide prevention, 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.
- f. Hormone therapy shall be provided to transsexual inmates at no cost.
- g. Availability of offsite care, including a description and location of those health care facilities and hospitals available to provide health care to Inmates shall be provided. The description shall include a list of the specialties, sub-specialties and services available in each hospital and/or health care facility. If there are any contracts with offsite hospitals and/or health care facilities, please include a copy of the contracts.

(4) SECURITY & SAFETY

The Applicant should provide security and control in accordance with American Correctional Association (ACA) standards, including the following:

- a. Policies and procedures for the overall security operations, including emergency plans, use of force, key control, tool control, searches, Inmate counts/movements, urinalysis programs, security devices, escapes, and use of chemical agents.
- b. Staffing levels and Inmate to security staff ratio, to ensure the appropriate supervision and safeguarding of Inmates at all times. Applicant shall indicate whether the Warden or the Chief of Security makes daily rounds, and the intervals of these rounds.
- c. A description of the physical plant, including the means by which the security perimeter shall be controlled to ensure that Inmates remain within the perimeter of the facility and that the general public will not be allowed access into the facility without permission. Photos are welcome.
- d. A description of the segregation cells for Inmates requiring pre-detention, disciplinary, administrative segregation and protective custody, and policies governing special management Inmates (pre-detention, disciplinary, administrative segregation, and protective custody).
- e. Policies governing discipline, length of sanctions, disciplinary and administrative hearings and the makeup of the committee in accordance with ACA standards.

- f. Any health or safety certifications, including evidence that the Facility is regularly inspected by a qualified State or county fire official/marshal and that the facility conducts periodic fire and safety inspections. The Facility shall have an approved fire alarm system, and automatic detection system that is tested on a regular basis.
- g. Any and all agreements with local law enforcement agencies relating to emergency evacuations, riots or other disturbances, escapes, criminal activities by Inmates or staff, and/or Inmate deaths.
- h. Policies and procedures for referring criminal activities by Inmates and staff for prosecution.

(5) TRANSPORTATION

The Applicant shall be responsible for the initial cost of transporting Inmates from Eloy, Arizona to its proposed Facility. The State and the Applicant will meet and schedule timelines for the transfer of Inmates for the State.

The Applicant shall be responsible for all ground transportation.

The State will be responsible for the cost of transporting Inmates to and from the State of Hawaii. If the Applicant requests that an Inmate be returned to Hawaii, the Applicant shall be then be responsible for the cost of transportation for the return of that Inmate to Hawaii.

(6) COST

The proposal shall include the per diem amount per Inmate for one thousand six hundred (1,600) to two thousand (2,000) inmates over the life of the contract. The Offer may include a graduated amount, dependent upon the number of Inmates. The per diem shall include all expenses, costs, charges, taxes, and obligations, except for the following:

- a. The Applicant shall provide all health, dental and vision care to Inmates at no additional cost to the State except for the following reimbursable expenses: services requiring hospitalization that includes physician reimbursement, services/procedures requiring anesthetics other than Novocain or similar local anesthetics or nitrous oxide that includes physician or anesthetist reimbursement, major surgical and other invasive procedures that includes physician reimbursement and any procedure requiring the use of special limited-use equipment not available at the facility. Of these reimbursable services, the Applicant shall pay one hundred percent (100%) of the

reimbursable expenses up to two thousand dollars (\$2,000) per incident. The State shall pay one hundred percent (100%) of the reimbursable expenses in excess of that amount for any single incident, except as provided in paragraph b below.

- b. The State shall not be responsible for health care or any illness or injuries incurred while an Inmate is on escape status or resulting from the negligence or fault of the Applicant or the Applicant's employees or agents.
- c. The State shall be responsible for medication or regimens specifically aimed at the treatment of conditions associated with AIDS/HIV and Hepatitis C, provided that the Applicant follows State protocols for treatment. Routine medical care for Inmates who have Hepatitis C or AIDS or are HIV positive are the responsibility of the Applicant.
- d. The Applicant shall be responsible for the initial cost of transporting Inmates from Eloy, Arizona to its proposed facility. The State will be responsible for the cost of transporting Inmates to and from the State of Hawaii. If the Applicant requests that an Inmate be returned to Hawaii, the Applicant shall be then be responsible for the cost of transportation for the return of that Inmate to Hawaii.
- e. The State shall be responsible for Inmate workline wages provided that the Applicant follows the State's workline wage rate of \$.25 hour for all jobs. Any additional wages shall be the responsibility of the Applicant.
- f. Provided that the denial of non-emergency health care does not violate any state or federal constitutional or statutory requirements, the Inmate may be required to pay for the following:
 - 1) A minimal co-payment fee for non-emergency health care visits consistent with State policies;
 - 2) Dental care for orthodontic treatment, periodontal surgery, tissue or bone grafts, dental implants, crowns or fixed bridges; and partial dentures for anterior teeth;
 - 3) Prosthetic devices; and
 - 4) Elective care, cosmetic treatment, hormone therapy, or procedures primarily for the convenience of the Inmate, experimental procedures, and any procedures not normally covered by the standard health insurance plans.

(7) INVOICING

Applicant shall submit an original invoice to:

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

Attention: Mainland Branch Administrator

All invoices shall reference the contract number and solicitation number.

(8) PAYMENT

The State shall have up to thirty (30) calendar days after receipt of the original invoice to make payment, a facsimile copy shall not serve as the original copy. All payments shall be made in accordance with and subject to Chapter 40, HRS.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Hawaii Public Procurement Code, Chapter 103D, HRS, menu.

B. Management Requirements (Minimum and/or mandatory requirements)

Key personnel whose names and resumes are submitted in the proposal, if so required, shall not be removed from this project without prior approval of the State. Substitute or additional personnel shall not be used for this project until a resume is received and approved by the State.

Personnel changes that are not approved by the State may be grounds for the Applicant's termination.

The State shall have the right, and the Applicant will comply with any request, to remove any personnel from all work on this project effective immediately upon notification by the State.

1. Personnel

The Applicant should:

- 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 must be provided 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 staff with a minimum 160-hours of basic correctional training 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 case management staff and/or substance abuse counselors who are certified to complete the Level of Services Inventory – Revised (LSI-R). Training and necessary materials (i.e. LSI-R/ASUS forms) shall be at the Applicant's expense.
- e. 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 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 Applicant.
- f. Provide a Facility Classification Officer to complete annual reclassification on each Inmate.
- g. Provide office space, telephone and computer access for the on-site monitor that State may employ. Monitor's office shall be within the administration offices.

- h. Be available for inspection at any reasonable hour to other State and local officials.

2. **Administrative**

A single on-site Warden employed by the Applicant shall manage the Facility and its programs.

The Facility should have a policy and procedures manual identifying the mission statement of the facility, security/control, programs, operational procedures, chain of command and misconduct/discipline. **All copies of the policy and procedures manual and additions and amendments to any Facility policy shall be sent to the State on CD-Rom or other means besides hard copies.**

The Facility should have a quality assurance program which is developed and implemented to ensure that all programs meet applicable standards. Also within the quality assurance program, there should be periodic inspections and reviews by the Warden or his/her designee, with appropriate recommendations and time frame for improvements. These recommendations and time frames shall be shared with the State.

3. **Quality assurance and evaluation specifications**

The State may have a full-time onsite monitor. The Facility and Inmate programs shall be subject to daily inspections for contract compliance.

In addition to the onsite monitor, the State may conduct quarterly monitoring evaluations of the Applicant. The evaluations will review the Applicant's performance in the areas of Inmate Services, Programming, Health Care, Security & Safety and Transportation. In addition, the Applicant's performance in the area of general servicing, such as responsiveness to inquiries, returning phone calls, providing information in a timely manner, etc. will be evaluated. The evaluation will be reviewed with the Applicant and the Applicant will have the opportunity to respond and correct the performance. If the Applicant fails to correct the unsatisfactory performance, the State will have the option to terminate the Applicant's services, as described on page 1-11, Section 1.22—Termination, herein.

The State shall review and approve any recommendations from the Applicant for inmate transfers, classification custody level changes, determination of release dates, parole eligibility, and work line salaries.

4. **Output and performance/outcome measurements**

Not applicable.

5. **Experience**

The Applicant shall include a description of the following in their proposal:

- a. The Applicant's experience in and ability to provide correctional services. This information shall include a company profile describing the experience and qualifications of key personnel (including warden, deputy warden, and chief of security), the number and type of employees both locally and nationally, company background/history, the length of time that the company has been providing services, and audited financial statements for the past two years.
- b. A list of similar contracts for correctional services, including location of facility, and name and contact information of governmental entity contracted with.
- c. Evidence of the Applicant's qualifications that details experience and ability to comply with applicable court orders, ACA correctional standards and local state and federal laws;
- d. Applicants must provide a company profile that includes company ownership, number of employees both locally and nationally, company background/history and length of time that the company has been providing services;
- e. An indemnification plan for liability, which includes negligence, non-performance and civil rights' claims. The plan must protect the State from all claims and losses incurred as a result on the Contract, while not depriving the vendor or the State of any benefits of any law that limits its exposure to liability and damages. The Applicant must pay its own legal costs of litigation;
- f. A litigation history of the Applicant listing the cases filed against it and/or its employees by inmates, the name and civil number of the cases, a brief description of the case, and the status and/or outcome of the cases over the past five (5) years.
- g. Evidence of ACA certification, if any. If not currently certified, any extension of this contract shall be contingent on the facility's certification during the initial contract period.
- h. The Applicant's training requirements for employees, a copy of the training program and curriculum, a copy of the facility's policy on background checks

and random drug testing, and, if requested, sample background checks and drug testing results.

- i. Policies governing employee discipline and referrals to criminal prosecution.

6. Coordination of services

The Applicant shall describe its “out-sourced” services and their related contracts with those organizations, or entities. This would include any medical service contracts with nearby hospitals or clinics.

The Applicant shall also disclose if those contracts are available to the State or if the State would need to negotiate directly with those service providers.

7. Reporting requirements for program and fiscal data

The Applicant shall ensure that written procedures are properly implemented for internal controls of petty cash, bonding, signature control on checks, Inmate trust funds, Inmate work line payroll, Inmate restitution collection, and Inmate property claims/tort claims.

All Inmate monies must be deposited into two separate accounts (spendable and restricted) for each Inmate and shall be maintained by the Applicant. Inmates shall receive monthly statements for these accounts.

C. Facilities

Refer to Section 2.3 General Requirements, Item A. Applicant may submit photographs of Facility showing perimeter of exterior of the Facility, medical unit areas, library, food service area, etc.

For security requirements of the Facility, refer to Section 2.4 Scope of Work, Item A (Service Activities), Sub-item 4 (Security).

The Applicant shall describe the rated capacity of the proposed Facility. The rated capacity does not include infirmary beds or disciplinary segregation beds.

The Applicant shall provide adequate segregation cells for Inmates requiring pre-detention, disciplinary, administrative segregation and protective custody. Policies shall govern disciplinary codes, length of sanctions, disciplinary and administrative hearings and the makeup of the committee in accordance with ACA standards. A record of all misconduct reports and proceedings (including appeals) must be maintained in the Inmate’s file.

2.5 COMPENSATION AND METHOD OF PAYMENT

Refer to Section 2.4 Scope of Work, Item A (Service Activities), Sub-items 6-8 (Cost, Invoice, Payment), for a detailed description of the unit cost to be quoted and an explanation and limits of expense/cost items qualifying for reimbursement by the State. The unit of service and unit rate shall be based on per diem price per Inmate per day as described above.

Section 3

Proposal Application Instructions

Section 3

Proposal Application Instructions

General instructions for completing applications:

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. See sample table of contents in Section 5.*
- *Proposals may be submitted in a three ring binder (Optional).*
- *Tabbing of sections (Recommended).*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
- *This form (SPOH-200A) is available on the SPO website (Refer to Section 1.2 Website Reference). However, the form will not include items specific to each RFP. If using the website form, the applicant must include all items listed in this section.*

The Proposal Application is comprised of the following sections:

- *Proposal Application Identification Form*
- *Table of Contents*
- *Program Overview*
- *Experience and Qualifications*
- *Inmate Services*
- *Programming*
- *Health Care*
- *Security & Safety*
- *Cost*

3.1 Program Overview

Applicant shall give a brief overview to orient evaluators as to the program/services being offered.

3.2 Experience and Capability

A. Necessary Skills

The Applicant shall demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services.

This section shall include a list of key personnel, their resumes and applicable certifications for the services they will provide:

- (1) Contract Administration;
- (2) Facility Personnel;
- (3) Inmate Services;
- (4) Programming;
- (5) Health Care; and
- (6) Security & Safety.

The Applicant shall provide their policies and procedures governing employees, and inmates. This shall also include employee training program, its curriculum, number of hours required, both initial training and annual supplemental training.

B. Experience

The Applicant shall provide a description of projects/contracts pertinent to the proposed services. Applicant shall include Names and addresses of Client, Contact Person, Telephone Number(s), Facsimile Number(s), e-mail address of contact person, Name and Address of Facility being used for the applicable client, Facility's rated capacity, Number of inmates being accommodated for client.

C. Quality Assurance and Evaluation

The Applicant shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology.

D. Coordination of Services

The Applicant shall describe its "out-sourced" services and their related contracts with those organizations, or entities. This would include any medical service contracts with nearby hospitals or clinics.

The Applicant shall also disclose if those contracts are available to the State or if the State would need to negotiate directly with those service providers.

E. Facilities

The Applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services. The description shall include the rated capacity of the Facility. The Applicant may submit photographs of facility showing perimeter of exterior of the Facility, medical unit areas, library, food service area, etc. If facilities are not presently available, describe plans to secure facilities. Also describe how the facilities meet ADA requirements, as applicable, and special equipment that may be required for the services. The Applicant shall submit ACA certification, if applicable.

3.3 Project Organization and Staffing**A. Staffing****1. Proposed Staffing**

The Applicant shall describe the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the services. (Refer to the personnel requirements in Section 2, Service Specifications, as applicable.)

2. Staff Qualifications

The Applicant shall provide the minimum qualifications (including experience) for staff assigned to the program. (Refer to the qualifications in Section 2, Service Specifications, as applicable)

List names and submit copies of resumes of all key personnel (i.e. Warden, Assistant Warden, Chief of Security, Chief of Programs, Quality Assurance Manager, etc.) already in the employment of the Applicant and/or of those likely to be hired.

B. Project Organization**1. Supervision and Training**

The Applicant shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

The Applicant shall also describe all pre-service and in-service training provided to the applicant's staff, including the number of training hours, and the method(s) used to evaluate the performance of staff.

2. Organization Chart

The Applicant shall reflect the position of each staff and line of responsibility/supervision. (Include position title, name and full time equivalency) Both the "Organization-wide" and "Program" organization charts shall be attached to the Proposal Application.

3.4 Service Delivery

Applicant shall include a detailed discussion of the Applicant's approach to applicable service activities and management requirements from Section 2.1, Scope of Work, including (if indicated) a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules of proposed services.

Inmate Services:

The Applicant shall describe in detail the inmate services available at the facility:

- A. **Clothing and Supplies Provided to Inmates Without Charge**, including both standard and cold/warm weather clothing, personal hygiene items, towels, bed linens and blankets;
- B. **Laundry Services;**
- C. **Inmate Property Policies;**
- D. **Food Service**, including a cycle meal menu, any approval and/or reviews by a Registered Dietician or Nutritionist of the cycle meal menu, whether fresh fruit is included, and policies on special meals for medical or religious needs. If a contract is awarded, rice shall be included as a food staple on a daily basis;
- E. **Inmate Commissary**, including a list of available items and their cost, and any restrictions on purchases, and whether profits earned on commissary items are specifically designated to be used for the benefit of the inmate population;
- F. **Recreation**, including a description of the facility, equipment, supplies, and policies for indoor and outdoor recreational and leisure time activities. Recreation practices shall meet mandatory ACA standards;
- G. **Library Services**, including a description of the recreational library and the hours of operation;
- H. **Visitation Programs**, including the policies and procedures for visitation. If a contract is awarded, the Offer shall provide, at its sole cost and expense, the

necessary equipment and space within the Facility to permit videoconferencing by use of video teleconference equipment compatible with the video teleconference equipment currently being used by the State. Furthermore, if a contract is awarded, video teleconference phones shall be made available for a four to six hour block at a mutually agreed upon time on Saturdays;

- I. **Grievance Procedures**, including a description of the process and any policies or procedures for ensuring ready access to grievance forms, consideration of the grievance by an impartial party, means for ensuring confidentiality, avenues for appeals, and time limits for filing, responding, and appealing;
- J. **Access to Courts**, including a description of the materials that will be made available in the law library and the hours of operation, and availability of transportation to local courts if necessary. If a contract is awarded, the Applicant shall make any legal material provided by the State of Hawaii accessible to the Inmates, including the Hawaii Revised Statutes, Hawaii Reports, and other legal material;
- K. **Fiscal Management of Inmate Accounts**, including procedures for ensuring payments to inmates for work line, management of Inmate trust accounts and commissary purchases, and provisions for both spendable and restricted accounts in accordance with State policies;
- L. **Restrictions on Types of Inmates** that may be housed at the proposed Facility, such as former escapees, or inmates convicted of a sexual or violent crime;
- M. **Telephone Costs and Services**, include a description of telephone services and security measures, any and all costs for telephone services generally, and the breakdown of costs for a ten minute call from the facility to Hawaii; and
- N. **Work Line Opportunities**.

Programming:

The Applicant shall describe in detail the following programs (minimum qualifications of staff for these programs shall be included in Section 3.2A of the Applicant's proposal):

- A. **Education Services** to include:
Adult Basic Education (ABE) I, ABE II, ABE III, ABE IV, GED programs, Literacy/ELL, Career and Technical job readiness and vocational training, and academic and vocational testing.
- B. **Substance Abuse Programs** to include:
1) An outpatient substance abuse treatment utilizing a cognitive behavioral treatment component lasting approximately 80 hours.

- 2) A Therapeutic Community which includes a Residential Substance Abuse Treatment component utilizing an evidence-based curriculum lasting 300+ hours and 9 months in duration.
 - 3) Substance abuse assessment policies. If the contract is awarded, the Applicant shall provide assessments pursuant to the State's Offender Assessment Tool policy (COR.14.26).
- C. **Lifeskills**, including:
- (1) Breaking Barriers;
 - (2) Anger/Stress Management;
 - (3) Parenting.
- D. **Faith-based Unit.**
- E. **Special Housing Incentive Program**, 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 at various levels.
- F. **Counseling, Social Work Services, and Unit Team Management**, including the ratio of counselors to Inmates and any state licensure or certification information requiring certain ratios if applicable.
- G. **Religious Programs**, including a list of religious programs and policies for accommodation of religious needs.

Health Care:

The Applicant shall describe in detail the health care services available at the Facility and those that are available but outsourced. (Minimum qualifications of staff for these programs shall be included in Section 2 of the Applicant's proposal.)

- A. **Licensed Health Care Staff** including physicians, nurse practitioners, and physician assistants, overseen by a health care administrator, staffing levels and hours of service.
- B. **Routine Medical Care** including:
 - 1) Primary care services including daily sick call 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;

- 2) 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;
- 3) 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 (72) hours of receipt of the request;
- 4) Chronic care management system where all patients with a chronic disease such as diabetes, hypertension, asthma, or chronic mental health 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. 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, or most current edition.
- 5) Medical and specialty care shall be provided utilizing community specialists; whenever possible, specialist's services shall be provided on-site;
- 6) Observation beds/cells for Inmates who require more intense monitoring or treatment, but who are not in need of acute hospitalization, shall be provided;
- 7) Routine diagnostic procedures including, but not limited to, multistix urinalysis, phlebotomy, hemocult tests, glucose tests such as Accuchecks, electrocardiogram, and visual acuity screening tests;
- 8) Radiology services, fixed and/or mobile;
- 9) Periodic prevention visits shall replace traditional annual physical exams specifically to review the Inmate's need for preventive services. An 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 (i.e. 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;

- 10) Infection control to aggressively monitor such things as MRSA (Methicillin-resistant Staphylococcus Aureus) and Tuberculosis. Monitoring shall be initially conducted at intake, during annual physicals and as indicated during sick calls;
- 11) 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), Zostavax (over age 60), Pneumovax & Prevnar 13 (over age 65, one dose each appropriately spaced; or earlier for 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);
- 12) Hepatitis C treatment consistent with the State’s Treatment Guidelines, except as to the cost of Hepatitis C related medication, which will be reimbursed by the State.
- 13) Prescription and over-the-counter medication taken chronically such as preventive aspirin and pain medication shall be provided as necessary at no cost to the Inmate, except as to the cost of AIDS/HIV related medication, which will be reimbursed by the State;
- 14) Medical prostheses consistent with the State’s policies and procedures, will be reimbursed by the Inmate;
- 15) Mortality and peer review; and
- 16) Durable medical equipment and supplies.

C. **OPTOMETRIC CARE** including:

- 1) Annual eye examinations for Inmates with chronic disease such as diabetes, that may affect vision, and at least once every two (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 Applicant shall be expected to provide the eyeglasses at the State's expense provided that the State approves of the purchase and the

Inmate agrees in writing to reimburse the State for the cost. In such cases, the eyeglasses shall be limited to a small number of basic generic styles.

D. DENTAL SERVICES including:

- 1) Emergency dental treatment;
- 2) All necessary extractions including soft tissue and partial bony impaction;
- 3) Maxillary and mandibular removal partial dentures when necessary for proper mastication (Inmate to pay for the appliance);
- 4) X-rays;
- 5) Oral surgery specialty outpatient care, including but not limited to extractions, biopsies, treatment of treatment of fractured jaws, and other surgical procedures; and
- 6) Orthodontic treatment, periodontal surgery, tissue or bone grafts, and dental implants shall be considered an elective and shall not be required care of the Applicant unless paid for by Inmate.

E. MENTAL HEALTH CARE, including:

Mental health screening and evaluation for major mental conditions or illnesses, identification, treatment and management of acute problems, suicide prevention, 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.

F. HORMONE THERAPY shall be provided at the Inmate's expense and only to Inmates authorized by the State.

G. AVAILABILITY OF OFFSITE CARE including:

A description and location of those health care facilities and hospitals available to provide health care to Inmates. The description shall include a list of the specialties, sub-specialties and services available in each hospital and/or health care facility. If there are any contracts with offsite hospitals and/or health care facilities, please include a copy of the contracts.

Security & Safety:

The Applicant shall describe the Facility's security and control in accordance with ACA standards, including the following:

- A. **Policies and Procedures for the Overall Security Operations**, including emergency plans, use of force, key control, tool control, searches, Inmate counts/movements, urinalysis programs, security devices, escapes, and use of chemical agents.
- B. **Staffing Levels**, Inmate to security staff ratio, and gender-posting measures to ensure the appropriate supervision and safeguarding of Inmates at all times. Applicant shall indicate whether the Warden or the Chief of Security makes daily rounds, and the intervals of these rounds.
- C. **The Physical Plant**, including the means by which the security perimeter shall be controlled to ensure that Inmates remain within the perimeter of the Facility and that the general public will not be allowed access into the Facility without permission. Photos are welcome.
- D. **The Segregation Cells** for Inmates requiring pre-detention, disciplinary, administrative segregation and protective custody, and policies governing special management Inmates (pre-detention, disciplinary, administrative segregation, and protective custody).
- E. **Policies Governing Discipline**, length of sanctions, disciplinary and administrative hearings and the makeup of the committee in accordance with ACA standards.
- F. **Any Health or Safety Certifications**, including evidence that the Facility is regularly inspected by a qualified State or county fire official/marshal and that the Facility conducts periodic fire and safety inspections. The Facility shall have an approved fire alarm system, and automatic detection system that is tested on a regular basis.
- G. **Any and All Agreements with Local Law Enforcement Agencies** relating to emergency evacuations, riots or other disturbances, escapes, criminal activities by Inmates or staff, and/or Inmate deaths.
- H. **Policies and Procedures for Referring Criminal Activities** by Inmates and staff for prosecution.

3.5 Financial

A. Pricing Structure

Applicant shall submit a cost proposal utilizing the pricing structure designated by the state purchasing agency. The cost proposal shall be attached to the Proposal Application.

The proposal shall include the per diem amount per Inmate for one thousand six hundred (1,600) to two thousand (2,000) inmates over the life of the contract. The Offer may include a graduated amount, dependent upon the number of Inmates. The per diem shall include all expenses, costs, charges, taxes, and obligations, except for the following:

- (1) The Applicant shall provide all health, dental and vision care to Inmates at no additional cost to the State except for the following reimbursable expenses: services requiring hospitalization that includes physician reimbursement, services/procedures requiring anesthetics other than Novocain or similar local anesthetics or nitrous oxide that includes physician or anesthesiologist reimbursement, major surgical and other invasive procedures that includes physician reimbursement and any procedure requiring the use of special limited-use equipment not available at the facility. Of these reimbursable services, the Applicant shall pay one hundred percent (100%) of the reimbursable expenses up to two thousand dollars (\$2,000) per incident. The State shall pay one hundred percent (100%) of the reimbursable expenses in excess of that amount for any single incident, except as provided in item 6 below.
- (2) The State shall not be responsible for health care or any illness or injuries incurred while an Inmate is on escape status or resulting from the negligence or fault of the Applicant or the Applicant's employees or agents.
- (3) The State shall be responsible for medication or regimens specifically aimed at the treatment of conditions associated with AIDS/HIV and Hepatitis C, provided that the Applicant follows State protocols for treatment. Routine medical care for Inmates who have Hepatitis C or AIDS or are HIV positive are the responsibility of the Applicant.
- (4) The Applicant shall be responsible for the initial cost of transporting Inmates from Eloy, Arizona to its proposed facility. The State will be responsible for the cost of transporting Inmates to and from the State of Hawaii. If the Applicant requests that an Inmate be returned to Hawaii, the Applicant shall be then be responsible for the cost of transportation for the return of that Inmate to Hawaii.
- (5) The State shall be responsible for the cost of Inmate workline wages provided that the Applicant follows the State's workline wage rate of \$.25 hour for all jobs. Any additional wages shall be the responsibility of the Applicant.
- (6) Provided that the denial of non-emergency health care does not violate any state or federal constitutional or statutory requirements, the Inmate may be required to pay for the following:

- 1) A minimal co-payment fee for non-emergency health care visits consistent with State policies;
- 2) Dental care for orthodontic treatment, periodontal surgery, tissue or bone grafts, dental implants, crowns or fixed bridges; and partial dentures for anterior teeth;
- 3) Prosthetic devices; and
- 4) Elective care, cosmetic treatment, hormone therapy, or procedures primarily for the convenience of the Inmate, experimental procedures, and any procedures not normally covered by the standard health insurance plans.

All budget forms, instructions and samples are located on the SPO website. Refer to Section 1.2, Websites References for website address. The following budget form(s) shall be submitted with the Proposal Application:

SPO-H-205, Budget

SPO-H-205A, Organization-Wide Budget by Source of Funds

SPO-H-206A, Budget Justification – Personnel – Salaries and Wages

SPO-H-206B, Budget Justification – Personnel – Payroll Taxes, Assessments, and Fringe Benefits

SPO-H-206F, Budget Justification – Contractual Services–Subcontractors Proposal

SPO-H-206I, Budget Justification – Equipment Purchases

B. Other Financial Related Materials

1. Accounting System

To determine the adequacy of the Applicant’s accounting system as described under the administrative rules, the following documents are requested as part of the Proposal Application (may be attached):

The Applicant’s current financial statement and any financial audit completed in the last three (3) years.

3.6 Other

A. Litigation

The Applicant shall provide a history of the cases filed against it and/or its employees by inmates, the name and civil number of the cases, a brief description of the case, and the status and/or outcome of the cases over the past five (5) years.

Section 4

Proposal Evaluation

Section 4

Proposal Evaluation

4.1 Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

4.2 Evaluation Process

The procurement officer or an evaluation committee of designated reviewers selected by the head of the state purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

- Phase 1 - Evaluation of Proposal Requirements
- Phase 2 - Evaluation of Proposal Application
- Phase 3 - Recommendation for Award

Evaluation Categories and Thresholds

<u>Evaluation Categories</u>	<u>Maximum Points</u>	<u>Weight</u>	<u>Possible Points</u>
<i>General Requirements</i>			
<i>Proposal Application</i>			
Program Overview	0 points		
Experience and Qualifications	100 points	10%	10.0 points
Inmate Services	100 points	10%	10.0 points
Programming	100 points	25%	25.0 points
Health Care	100 points	10%	10.0 points
Security & Safety	100 points	20%	20.0 points
Cost	100 points	25%	25.0 points
TOTAL WEIGHTED POINTS			100 Points

4.3 Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

1. General Requirements

Applicant shall state its compliance to each item specified in Section 2.3A.

2. Proposal Application Requirements

- Proposal Application Identification Form (Form SPOH-200)
- Table of Contents
- Program Overview / Executive Summary
- Experience and Qualifications
- Inmate Services
- Programming
- Health Care
- Security & Safety
- Cost (All required forms and documents)

B. Phase 2 - Evaluation of Proposal Application (100 Points)

Program Overview: No points are assigned to Program Overview. The intent is to give the Applicant an opportunity orient evaluators as to the service(s) being offered.

1. Experience and Qualifications (100 Points)

The State will evaluate the Applicant's experience and capability relevant to the proposal contract, which shall include:

- a. The Applicant's experience in and ability to provide correctional services. This information shall include a company profile describing the experience and qualifications of key personnel (including warden, deputy warden, and chief of security), the number and type of employees both locally and nationally, company background/history, the length of time that the company has been providing services, and audited financial statements for the past two (2) years. **(Maximum of 25 points.)**
- b. A list of similar contracts for correctional services, including location of facility, and name and contact information. **(Maximum of 5 point.)**
- c. A litigation history of the Applicant listing the cases filed against it and/or its employees by inmates, including the name and civil

number of the cases, a brief description of the case, and the status and/or outcome of the cases over the past five (5) years. **(Maximum of 10 points.)**

- d. Evidence of ACA certification, if any. **(Maximum of 20 points.)**
- e. The Applicant's training requirements for employees, a copy of the training program and curriculum, a copy of the facility's policy on criminal history check, background checks and random drug testing, and, if requested, sample criminal history check, background checks and drug testing results. Applicant shall indicate whether it will hire employees with convictions for sexual offenses or any other offense which would prohibit that employee from owning or possessing a firearm. **(Maximum of 15 points.)**
- f. Policies governing employee discipline and referrals to criminal prosecution. **(Maximum of 10 points.)**
- g. The rated capacity of the proposed Facility. The rated capacity does not include infirmary beds or disciplinary segregation beds. **(Maximum of 15 points.)**

ALLOCATION OF POINTS FOR PROPOSED FACILITY'S RATED CAPACITY

<u>RANGE OF RATED CAPACITY</u>	<u>POINTS AWARDED</u>
1600 TO 1800	15
1400 TO 1599	6
LESS THAN 1399.....	0

2. Inmate Services (100 Points)

The proposal shall include a description of the following services:

- a. Clothing and supplies provided to inmates without charge, including both standard and cold/warm weather clothing, personal hygiene items, towels, bed linens and blankets. **(Maximum of 5 point.)**
- b. Laundry services. **(Maximum of 5 point.)**
- c. Inmate property policies. **(Maximum of 5 point.)**
- d. Food service, including a cycle meal menu, any approval and/or reviews by a Registered Dietician or Nutritionist of the cycle meal

menu, whether fresh fruit is included, and policies on special meals for medical or religious needs. If a contract is awarded, rice shall be included as a food staple on a daily basis. **(Maximum of 10 points.)**

- e. Inmate commissary, including a list of available items and their cost, any restrictions on purchases, and whether profits earned on commissary items are specifically designated to be used for the benefit of the inmate population. **(Maximum of 5 point.)**
- f. Recreation, including a description of the Facility, equipment, supplies, and policies for indoor and outdoor recreational and leisure time activities. Recreation practices shall meet mandatory ACA standards. **(Maximum of 5 point.)**
- g. Library services, including a description of the recreational library and the hours of operation. **(Maximum of 5 point.)**
- h. Visitation programs, including the policies and procedures for visitation. If a contract is awarded, the Offer shall provide, at its sole cost and expense, the necessary equipment and space within the Facility to permit videoconferencing by use of video teleconference equipment compatible with the video teleconference equipment currently being used by the PSD. Furthermore, if a contract is awarded, video teleconference phones shall be made available for a four to ten hour block at a mutually agreed upon time on Saturdays. **(Maximum of 5 point.)**
- i. Grievance procedures, including a description of the process and any policies or procedures for ensuring ready access to grievance forms, consideration of the grievance by an impartial party, means for ensuring confidentiality, avenues for appeals, and time limits for filing, responding, and appealing. **(Maximum of 10 points.)**
- j. Access to courts, including a description of the materials that will be made available in the law library and the hours of operation, and availability of transportation to local courts if necessary. If a contract is awarded, the Applicant shall make any legal material provided by the State of Hawaii accessible to the Inmates, including the Hawaii Revised Statutes, Hawaii Reports, and other legal material. **(Maximum of 5 point.)**
- k. Fiscal management of Inmate accounts, including procedures for ensuring payments to Inmates for work line, management of Inmate trust accounts and commissary purchases, and provisions for both

spendable and restricted accounts in accordance with State policies. **(Maximum of 5 point.)**

- l. Restrictions on types of Inmates that may be housed at the proposed facility, such as maximum custody inmates, former escapees, or Inmates convicted of a sexual or violent crime. **(Maximum of 15 points.)**
- m. Telephone costs and services, include a description of telephone services and security measures, any and all costs for telephone services generally, and the breakdown of costs for a ten-minute call from the facility to Hawaii. **(Maximum of 10 points.)**
- n. Work line opportunities. **(Maximum of 10 points.)**

3. *Programming (100 points)*

The proposal shall include a description of the following programs and the minimum qualifications of staff for these programs:

- a. Educational services, including a description of the following programs, ABE (Adult Basic Education) I, ABE II, ABE III, ABE IV, GED programs, Literacy/ESL, job readiness and vocational training, and educational and vocational testing. **(Maximum of 25 points.)**
- b. Substance Abuse Programs, including: **(Maximum of 50 points.)**
 - 1) An outpatient substance abuse treatment utilizing a cognitive behavioral treatment component lasting approximately 80 hours. **(Refer to Appendix A and B for the State of Hawaii's substance abuse program and outpatient substance abuse treatment.)**
 - 2) A Therapeutic Community which includes residential substance abuse programming utilizing an evidence-based curriculum lasting 300+ hours and 9-month in duration. **(Refer to Appendix C for the State of Hawaii's substance abuse therapeutic community, including Residential substance abuse treatment.)**
 - 3) Substance abuse assessment policies. If the contract is awarded, the Applicant shall provide assessments pursuant to the State of Hawaii's Offender Assessment Tool policy (COR.14.26) **(Refer to Appendix D Offender Assessment Protocols).**

- c. Counseling and social work services, including the ratio of counselors to Inmates, and the availability of any sexual abuse counseling for Inmates. **(Maximum of 15 points.)**
- d. Religious programs, including a list of religious programs and policies for accommodation of religious needs. **(Refer to Appendix E for religious services.) (Maximum of 10 points.)**

4. Health Care (100 points)

The Applicant shall provide medical, mental health, and dental service in accordance with the laws of the State of Hawaii, the laws of the State where the facility is located; 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, 2014, and its updates and supplements.

The Applicant should 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:

- a. The Applicant 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 Applicant shall provide the staffing levels and hours of service that are pursuant to the National Commission on Correctional Health (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.) **(Maximum of 25 points.)**
- b. Routine medical care including: **(Maximum of 25 points.)**
 - 1) Primary care services including daily sick call 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;

- 2) 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;
- 3) 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 (72) hours of receipt of the request;
- 4) Chronic care management system where all patients with a chronic disease such as diabetes, hypertension, asthma, or chronic mental health 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. 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 most current edition.
- 5) Medical and specialty care shall be provided utilizing community specialists; whenever possible, specialist's services shall be provided on-site;
- 6) Observation beds/cells for Inmates who require more intense monitoring or treatment, but who are not in need of acute hospitalization, shall be provided;
- 7) Routine diagnostic procedures including, but not limited to, multistix urinalysis, phlebotomy, hemocult tests, glucose tests such as Accuchecks, electrocardiogram, and visual acuity screening tests;
- 8) Radiology services, fixed and/or mobile;
- 9) Periodic prevention visits shall replace traditional annual physical exams specifically to review the inmate's need for preventive services. An 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 (i.e. diabetes or hypertension). Based on the United States Preventive Services Task Force, visits should include Body Mass Index (BMI), blood pressure, tuberculosis, colon cancer screening, abdominal aortic aneurysm screening (if relevant), and the need for aspirin;

- 10) Infection control to aggressively monitor such things as MRSA (Methicillin-resistant Staphylococcus Aureus) and Tuberculosis. Monitoring shall be initially conducted at intake, during annual physicals and as indicated during sick calls;
 - 11) 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), Zostavax (over age 60), Pneumovax & Prevnar 13 (over age 65, one dose each appropriately spaced; or earlier for 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);
 - 12) Hepatitis C treatment consistent with the State's Treatment Guidelines, except as to the cost of Hepatitis C related medication, which will be reimbursed by the State.
 - 13) Prescription and over-the-counter medication taken chronically such as preventive aspirin and pain medication shall be provided as necessary at no cost to the Inmate, except as to the cost of AIDS/HIV related medication, which will be reimbursed by the State;
 - 14) Medical prostheses consistent with the State's policies and procedures, will be reimbursed by the Inmate;
 - 15) Mortality and peer review; and
 - 16) Durable medical equipment and supplies.
- c. Optometric care including annual eye examinations for Inmates with chronic disease such as diabetes, that may affect vision, and at least once every two (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 Applicant shall be expected to provide the eyeglasses at the State's

expense provided that the State approves of the purchase and the Inmate agrees in writing to reimburse the State for the cost. **(Maximum of 5 points.)**

- d. Dental Services, including the following: **(Maximum of 10 points.)**
- 1) Emergency dental treatment;
 - 2) All necessary extractions including soft tissue and partial bony impaction;
 - 3) Maxillary and mandibular removal partial dentures when necessary for proper mastication (Inmate to pay for the appliance);
 - 4) X-rays;
 - 5) Oral surgery specialty outpatient care, including but not limited to extractions, biopsies, treatment of fractured jaws, and other surgical procedures; and
 - 6) 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.
- e. Mental Health Care, including mental health screening and evaluation for major mental conditions or illnesses, identification, treatment and management of acute problems, suicide prevention, 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. **(Maximum of 15 points.)**
- f. Availability of offsite care, including a description and location of those health care facilities and hospitals available to provide health care to Inmates. The description shall include a list of the specialties, sub-specialties and services available in each hospital and/or health care facility. If there are any contracts with offsite hospitals and/or health care facilities, please include a copy of the contracts. **(Maximum of 20 points.)**
5. ***Security & Safety (100 points)***
The proposal shall describe the Applicant's ability to provide security and control in accordance with American Correctional Association (ACA) standards, including the following:

- a. Policies and procedures for the overall security operations, including emergency plans, use of force, key control, tool control, searches, inmate counts/movements, urinalysis programs, security devices, escapes, and use of chemical agents. **(Maximum of 25 points.)**
- b. Staffing levels, Inmate to security staff ratio, and gender-posting measures to ensure the appropriate supervision and safeguarding of Inmates at all times. Applicant shall indicate whether the Warden or the Chief of Security makes daily rounds, and the intervals of these rounds. **(Maximum of 20 points.)**
- c. A description of the physical plant, including the means by which the security perimeter shall be controlled to ensure that Inmates remain within the perimeter of the Facility and that the general public will not be allowed access into the Facility without permission. Photos are welcome. **(Maximum of 15 points.)**
- d. A description of the segregation cells for Inmates requiring pre-detention, disciplinary, administrative segregation and protective custody, and policies governing special management Inmates (pre-detention, disciplinary, administrative segregation, and protective custody). **(Maximum of 5 point.)**
- e. Policies governing discipline, length of sanctions, disciplinary and administrative hearings and the makeup of the committee in accordance with ACA standards. **(Maximum of 15 points.)**
- f. Any health or safety certifications, including evidence that the Facility is regularly inspected by a qualified State or county fire official/marshal and that the Facility conducts periodic fire and safety inspections. The Facility shall have an approved fire alarm system, and automatic detection system that is tested on a regular basis. **(Maximum of 10 points.)**
- g. Any and all agreements with local law enforcement agencies relating to emergency evacuations, riots or other disturbances, escapes, criminal activities by Inmates or staff, and/or Inmate deaths. **(Maximum of 5 point.)**

- h. Policies and procedures for referring criminal activities by Inmates and staff for prosecution. **(Maximum of 5 point.)**

6. Cost (100 points)

The proposal shall include the per diem amount for one thousand six hundred (1,600) to two thousand (2,000) Inmates over the life of the contract. The Offer may include a graduated amount, dependent upon the number of Inmates. The per diem shall include all expenses, costs, charges, taxes, and obligations, except for the following:

- a. The Applicant shall provide all health, dental and vision care to Inmates at no additional cost to the State except for the following reimbursable expenses: services requiring hospitalization that includes physician reimbursement, services/procedures requiring anesthetics other than Novocain or similar local anesthetics or nitrous oxide that includes physician or anesthesiologist reimbursement, major surgical and other invasive procedures that includes physician reimbursement and any procedure requiring the use of special limited-use equipment not available at the facility. Of these reimbursable services, the Applicant shall pay one hundred percent (100%) of the reimbursable expenses up to two thousand dollars (\$2,000) per incident. The State shall pay one hundred percent (100%) of the reimbursable expenses in excess of that amount for any single incident, except as provided in item F below.
- b. The State shall not be responsible for health care or any illness or injuries incurred while an Inmate is on escape status or resulting from the negligence or fault of the Applicant or the Applicant's employees or agents.
- c. The State shall be responsible for medication or regimens specifically aimed at the treatment of conditions associated with AIDS/HIV and Hepatitis C, provided that the Applicant follows State protocols for treatment. Routine medical care for Inmates who have Hepatitis C or AIDS or are HIV positive are the responsibility of the Applicant.
- d. The State shall be responsible for the cost of Inmate workline wages provided that the Applicant follows the State's workline wage rate of \$.25 hour for all jobs. Any additional wages shall be the responsibility of the Applicant.
- e. The Applicant shall be responsible for the initial cost of transporting Inmates from Eloy, Arizona to its proposed Facility. The State will be responsible for the cost of transporting Inmates to and from the

State of Hawaii. If the Provider requests that an Inmate be returned to Hawaii, the Provider shall be then be responsible for the cost of transportation for the return of that Inmate to Hawaii.

- f. Provided that the denial of non-emergency health care does not violate any state or federal constitutional or statutory requirements, the Inmate may be required to pay for the following:
 - 1) A minimal co-payment fee for non-emergency health care visits consistent with State policies;
 - 2) Dental care for orthodontic treatment, periodontal surgery, tissue or bone grafts, dental implants, crowns or fixed bridges; and partial dentures for anterior teeth; and
 - 3) Prosthetic devices; and
 - 4) Elective care, cosmetic treatment, hormone treatment, or procedures primarily for the convenience of the Inmate, experimental procedures, and any procedures not normally covered by the standard health insurance plans.

In converting the per diem price to points, the lowest per diem price will receive the maximum number of points allocated to cost, 20 points. The point allocations for costs on the other proposals shall be determined through the method set out as follows:

$$[\text{Lowest per diem price} \times 100 \text{ points (maximum)}] \div \text{Applicant's per diem price} = \text{Points.}$$

C. Phase 3 - Recommendation for Award

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

COMPUTATION OF WEIGHTS TO EVALUATION CRITERIA

The final score of each proposal shall be the result of the following weights being applied to the criteria:

	Maximum Points	Weight	Weighted Points
Program Overview	0	0	0
A. Experience and Qualifications	100	10%	10.0
B. Inmate Services	100	10%	10.0
C. Programming	100	25%	25.0
D. Health Care	100	10%	10.0
E. Security & Safety	100	20%	20.0
F. Cost	100	25%	<u>25.0</u>
Total Weighted Points			100.0

Section 5

Attachments

- A. Proposal Application Checklist
- B. Sample Table of Contents

Proposal Application Checklist

Applicant: _____ RFP No.: _____

The applicant's proposal must contain the following components in the order shown below. Return this checklist to the purchasing agency as part of the Proposal Application. SPOH forms are on the SPO website.

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Applicant to place "X" for items included in Proposal
General:				
Proposal Application Identification Form (SPOH-200)	Section 1, RFP	SPO Website*	X	
Proposal Application Checklist	Section 1, RFP	Attachment A	X	
Table of Contents	Section 5, RFP	Section 5, RFP	X	
Proposal Application (SPOH-200A)	Section 3, RFP	SPO Website*	X	
Provider Compliance	Section 1, RFP	SPO Website*	X	
Cost Proposal (Budget)			X	
SPO-H-205	Section 3, RFP	SPO Website*	X	
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5	X	
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions are in Section 5		
SPO-H-206A	Section 3, RFP	SPO Website*	X	
SPO-H-206B	Section 3, RFP	SPO Website*	X	
SPO-H-206C	Section 3, RFP	SPO Website*		
SPO-H-206D	Section 3, RFP	SPO Website*		
SPO-H-206E	Section 3, RFP	SPO Website*		
SPO-H-206F	Section 3, RFP	SPO Website*	X	
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*		
SPO-H-206I	Section 3, RFP	SPO Website*	X	
SPO-H-206J	Section 3, RFP	SPO Website*		
Certifications:				
Federal Certifications		Section 5, RFP		
Debarment & Suspension		Section 5, RFP		
Drug Free Workplace		Section 5, RFP		
Lobbying		Section 5, RFP		
Program Fraud Civil Remedies Act		Section 5, RFP		
Environmental Tobacco Smoke		Section 5, RFP		
Program Specific Requirements:				
Proof of Insurance			X	
HCE-Certificate of Vendor Compliance			X	

*Refer to Section 1.2, Website Reference for website address.

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**SECTION SIX
APPENDICES**

APPENDICES

- Appendix A: State of Hawaii's Substance Abuse Program
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- Appendix D: Offender Assessment Protocols
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Appendix A
State of Hawaii's Substance Abuse Program

The scope of work encompasses the following tasks and responsibilities:

A. Service Activities (Minimum and/or mandatory tasks and responsibilities)

The Department of Public Safety require that the following components of treatment services include:

1. Assessment services and treatment planning

Assessments conducted shall be in accordance to The State of Hawaii Public Safety Department's Offender Assessment Tool policy and procedure (COR.14.26).

Individuals will be referred for treatment based on the initial LSI/ASUS, a multi-leveled assessment which will indicate level of risk, level of criminogenic needs, and substance abuse problems across 6 domains, involvement, disruption, anti-social, emotional, defensiveness and motivation. Applicant's assessment will focus on specific strengths, problem areas targeted for change and strategies for change. As part of the assessment process, the Applicant shall review the offender's institutional file for any additional information that may contribute to formation of the treatment plan. Information gathered in the assessment will be used to develop a treatment plan.

Treatment plans shall include treatment services (group and individual), projected time in treatment, short and long-range goals, and should measure an offender's progress in treatment. The client will agree to the treatment plan, which becomes part of the treatment record. The Applicant will develop treatment phases that reflect measurable and observable changes in the clients' attitudes and behaviors. The treatment plans shall coincide with the treatment phases and document client behavioral and attitudinal changes.

Applicant shall endeavor to accept into treatment those individuals who are nearing their parole hearings so that the individual can be paroled shortly after completing treatment. It should be noted that offenders should be accepted into treatment so that they may complete all components of the continuum of care for their treatment.

2. Education and Treatment services

Applicant will develop an open-ended treatment program, which includes both educational services (i.e., criminogenic issues, cognitive restructuring, skill building, family issues, co-dependency issues, and substance abuse/addiction issues) and group counseling services. Program shall be tailored to deal with needs identified in the LSI/ASUS and clients' assessment and treatment plan.

Applicant shall develop/utilize an evidence-based, cognitive-behavioral curriculum that addresses the interaction of criminal thinking and drug abuse using a group treatment format. The curriculum shall offer a method that allows participants to explore and

correct their thinking errors, learn new coping behaviors, and rehearse and practice these new behaviors and attitudes for optimal skill development. The provider shall offer a relapse prevention component to the treatment program that includes education, and rehearsal and practice of relapse prevention skills.

Class time shall be structured as below:

25% of time shall be spent in teaching the lessons.

25% of time shall be spent in review of the lessons.

50% of time shall be spent in practice and rehearsal of new skills learned from the lessons.

Applicant shall provide at least sixteen (16) open-ended education and treatment groups that operate on an on-going basis throughout the year. The treatment groups shall be designed to be "open-ended" in order for inmates to begin treatment according to their individual availability and eligibility without having to wait for a new group to begin. It is recommended that each offender attend a minimum of two group sessions per week, approximately two (2) hours per session for a minimum of twenty (20) weeks, thus allowing the offender to receive a total of eighty (80) hours of structured group education and treatment before completion of treatment. In some cases, individuals may need to have more than the recommended twenty (20) weeks of treatment based on their personal progress in treatment.

Depending on offender availability and the size of the meeting/classroom space, the basic format for the groups is as follows:

1. Weekly education group consisting of one treatment counselor and a maximum of fifteen (15) offenders;
2. Weekly process or focus group consisting of one treatment counselor and a maximum of fifteen (15) offenders;
3. The structured group education and counseling groups shall be offered either during daytime or evening hours, during hours that do not interfere with other correctional facility priorities;
The structured group education and counseling groups shall be conducted in the learning center or other available facility spaces; and
4. The structured group education and counseling groups shall be conducted in the learning center or other available facility spaces.

Please note that the Applicant must include in their proposal a description of the philosophical basis for treatment and for dealing with incarcerated inmates who have a history of substance abuse. Additionally, all proposals must include a description of the following issues:

1. The type(s) of intervention(s) that they will use;
2. The frequency and duration of the treatment intervention for each issue;
3. The maximum number of inmates that will be allowed in each component of treatment;
4. The admission criteria to be used for accepting offenders into the program;

5. The discharge criteria for both successful completion of treatment and unsuccessful completion of treatment (i.e., termination, transfer before completion);
 6. Procedures for re-admitting inmates to a program if they have been terminated for breaking rules; and
 7. Procedures for re-admitting inmates to a program if they have already completed outpatient treatment and regress in recovery as noted by behavioral problems, positive urinalysis, facility misconducts, etc.
3. Individual Counseling

The Applicant shall conduct individual counseling session for each participating offender at each phase increment or when necessary as dictated by the counselor or when requested by the offender. The recommended session length should be approximately fifteen (15) minutes. Some individuals may require additional assistance to learn treatment materials, to accept the need to change, or to overcome their specific barriers to change. The individual counseling sessions may be provided to deal with issues not appropriate for the group setting.

4. Continuing Care

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

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

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

Proposal must include the following for the continuing care component available to all clients who have completed either Outpatient or Residential treatment: A detailed description of the proposed continuing care program; and the process by which they would maintain the services for an offender until he is paroled, or terminated from incarceration.

5. **Booster Sessions for Completed Outpatient Participants**

Booster sessions should be available to clients to return to treatment that have completed and then later have misconduct or behavioral problems that warrants a redress of treatment for success of recovery. These sessions would be extremely limited and would be used only for those offenders who have regressed that still demonstrate potential for recovery. The booster sessions should be used as a refresher for the offender who completed treatment and has somewhat digressed in his performance since completing treatment. This should not be used for the offenders who have relapsed into active substance use and abuse. Active use and abuse of substances would warrant a re-evaluation of the offender with a high probability of being recommended to an appropriate level of treatment. Additionally, these sessions would not be used for the client who re-commits another crime while on furlough or extended furlough. Again, this offender would be re-evaluated and would again probably be recommended for the appropriate level of treatment. Booster sessions are designed to be used for the offender who may have committed minor or moderate misconducts, demonstrates consistent poor decisions, demonstrates consistent and constant thinking errors, poor emotional control, or re-establishes himself as being resistant to the facility rules and staff authority.

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

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

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

SERVICE ACTIVITIES

A. Assessment services and treatment planning

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

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

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

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

Treatment plans will be individualized to meet different inmate needs and will be specific enough to measure each offender's progress through the treatment process. Each participant's treatment plan and progress will be reviewed periodically and updated as necessary by program staff. Applicant's

counselors shall also assume case management responsibilities for the substance abuse programming of sentenced offenders and will work closely with treatment staff of the different service components of the substance abuse continuum as well as with appropriate staff at the correctional facilities.

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

Periodic update and review of treatment plans shall occur while participating offenders are receiving structured educational and treatment services and individual and family counseling services. Treatment plans for all sentenced offenders participating in the substance abuse treatment continuum shall be reviewed and updated prior to the inmate's release from the correctional facility. Following release from the correctional facility, case management responsibilities, including treatment plan revisions and progress monitoring, will be assumed by Applicant's counselors working in the aftercare component of the continuum.

B. Treatment Services

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

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

- Weekly process or focus group with a maximum of 15 Inmates each facilitated by one counselor; and
- Each of the 15 participating Inmates will receive four (4) hours of structured group counseling per week. The group counseling will include role modeling, role-playing and skill practice activities.

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

1. Inmate is referred for treatment by Department staff.
2. Inmate has been assessed as having a moderate to serious substance abuse problem.
3. Inmate chooses to participate, i.e., voluntary admission.

4. Inmate's substance abuse screening specifies outpatient treatment as part of the overall rehabilitation plan.
5. Inmate's current behavior in the correctional facility merits the opportunity to participate.

Criteria for clinical discharge from the group will be contingent on multiple combined factors; knowledge of information, demonstration of skills, attendance, participation, conformity to rules, absence of dirty urinalysis tests, and progress made regarding completion of individualized treatment plan objectives. Participants will need to demonstrate knowledge by passing all written tests developed by the contractor with a score of 70% or higher. Participants should be required to demonstrate mastery of the skills practiced in the group sessions. Participants may be terminated from group treatment for failure to comply with their treatment plan or group rules, including non-excused absenteeism.

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

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

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

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

The structured group treatment program shall provide weekly group counseling sessions that will emphasize inmates' personal recovery, responsibility and awareness. Group sessions are intended to help inmates internalize and apply lessons from the skill-building groups. Group counseling sessions use the interaction of group participants in order to affect the desired changes necessary to achieve individual treatment plan objectives. Through participation in treatment groups, inmates learn from each other and receive the strength of group support. Through the process of giving and receiving feedback in-group sessions, inmates become more aware of the skills they need to develop to prevent future criminal activity and begin to accept ownership and responsibility for the consequences of their behaviors and lives in general. (Approximately 80 hours)

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

C. Individual Counseling

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

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

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

1. Provide a program plan for the various types of treatment services that will be gender-responsive in a safe, humane and healing environment.
2. Provide assessments using tools such as the ASI, ASUS, and bio-psycho-social summary that identifies diagnoses, recommendations and master problem lists.
3. Provide treatment planning that is individually based, specific to defined needs and includes the inmates as well as other relevant parties. Set goals, define timeliness and action items, and review charted outcomes.
4. Provide proper documentation management such as charting goals, assess the outcomes, and then based on the results, re-assess the goals and action items.
5. Provide case management to coordinate relevant services and communicate treatment focus when appropriate.
6. Provide individual counseling that is specific to the individual's defined needs.
7. Provide cognitive/behavioral treatment including role modeling, role-playing, and skills practice to provide the inmates with specific skills to further prevent criminal activity.
8. Teach and monitor senior clients in conducting addiction and skill building classes.

Service Activities shall consist of the following:

A. Screening

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

B. Assessments Services

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

1. The Adult Substance Use Survey (ASUS) or similar instrument(s);
2. The Level of Service Inventory – Revised (LSI-R) provided by PSD;
3. A Bio-Psycho-Social assessment instrument;

4. Identification of lack of social/family support for clean living; and the presence of unsafe housing conditions;
5. Legal issues; and
6. Social and psychological functioning and the impairment of function to each factor.

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

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

C. Treatment Planning

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

1. Long term goal for treatment;
2. Short term goals to address each problem area;
3. Objectives for each problem area;
4. Specific strategies to be used to achieve the objectives;
5. Target dates for completion of each strategy and objectives;
6. Strengths possessed by the inmate to aid in completing the plan;
7. Weekly reviews of the plan; and
8. Monthly updates.

D. Treatment

1. Counseling
 - a. Individual

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

b. Group

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

2. Education

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

3. Referral and Discharge Planning

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

E. Case Management

The Applicant shall provide case management services to include:

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

F. Documentation

Applicant's supervisors and senior staff shall ensure that clinical charts are kept in accordance with CARF and ADAD standards and that documentation is entered in a timely manner so as to reflect current information as to the Inmate's progress. Clinical charts will contain at a minimum the following:

1. Inmate's Screening documents;
2. Intake documents including signed Consents to Treatment, Contracts for Behavior, and appropriate Consents to Release Confidential Information;
3. Inmate's Assessment with Interpretive Summary;
4. Master Problem List;
5. Treatment Plan and all Treatment Plan Reviews;
6. Treatment plans will be reviewed weekly with inmate and updated to reflect current assignments and progress towards completion of past assignments. Every month, a formal treatment plan review will be completed and documented on the treatment plan review form;
7. Weekly Progress Notes, referencing treatment plan Goals;
8. Treatment Activities Log;
9. Discharge summaries including prognosis and recommendations; and
10. Any other required documentation as determined by facility staff and Applicant's staff.

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	CORRECTIONS ADMINISTRATION POLICY AND PROCEDURES	SUPERSEDES (Policy No. & Date): COR.14.26 (11/30/11)	
	SUBJECT: OFFENDER ASSESSMENT PROTOCOLS	Page 1 of 5	

1.0 PURPOSE

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

2.0 REFERENCES AND FORMS

.1 References:

- a. Department of Public Safety (PSD), Policy & Procedure (P & P), COR.18.07, Exception Case.
- b. Hawaii Revised Statutes (HRS) § 353-6, HRS, Establishment of Community Correctional Centers.
- c. HRS § 353-62, Hawaii Paroling Authority (HPA); Responsibilities and Duties; Operations; Records, Reports, Staff
- d. Memorandum of Agreement (MOA) between the Department of the Attorney General (AG), Department of Public Safety (PSD), Department of Health (DOH), and the Judiciary, State of Hawaii, effective April 17, 2002.

.2 Forms:

- a. PSD 8202 – Exception Case form (attached).

3.0 DEFINITIONS

- .1 Certification: Passing scores of 3 or less scoring errors on the LSI and a .36 entry-level MI score.
- .2 Criminal Justice Agencies: The Probation Divisions, the PSD, and the Hawaii Paroling Authority (HPA).
- .3 Criminogenic Needs: Attributes that are directly linked to criminal behavior.
- .4 Cyzap: Internet database used by all Criminal Justice agencies to store the offender's scores.

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- .5 Face to Face Contact: An interview by the assigned officer with the offender at the office, work place, home or other appropriate sites to provide counseling, acquire information, and provide information as part of his/her supervision.
- .6 Interagency Council on Intermediate Sanctions Policy Group: A group established by Order of Appointment, issued by Chief Justice Ronald Moon, January 11, 2002.
- .7 Level of Service Inventory-Revised (LSI-R): A predictive risk and needs scale that assesses an offender's propensity for further unlawful and rule-violating behavior based upon criminal history and dynamic risk factors.
- .8 Offender: Any person incarcerated or detained in a prison, or jail, community correctional center.
- .9 RAD: Reception, Assessment, Diagnostic Unit that conducts an Initial Classification, Level of Service Inventory-Revised (LSI-R), Adult Substance Use Survey (ASUS), and a prescriptive plan for services based on information from the LSI-R and ASUS on all newly sentenced inmates in the Hawaii correctional system
- .10 Reassessment: A file and/or face-to-face interview to review an offender's risk/needs after the initial LSI and ASUS.
- .11 Supervision Standards: Minimum required supervision tasks and activities determined by the offender's classification.
- .12 Supervisor(s): Corrections Supervisor(s)

4.0 POLICY

- .1 PSD shall ensure that all eligible offenders including those in contracted out-of-state facilities, are administered the LSI-R/ASUS by certified staff in a timely manner.
- .2 PSD shall be responsible for a common information system platform containing current offender-based information for interagency collaboration.
- .3 PSD shall be responsible for quality assurance in the application of the assessment instruments, and ensuring that any significant changes hereto shall conform to the goal of the Interagency Council on Intermediate Sanctions (ICIS).

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5.0 PROCEDURES

.1 Correctional Facilities (In State)

- a. All newly sentenced felons entering the RAD Unit shall have a LSI-R and ASUS completed by trained and certified staff within 60 days of admission. Only the initial LSI-R/ASUS, Summary Scores, Recommended Treatment Level shall be used to assign inmates to the appropriate level of substance abuse treatment. Overrides shall only be made by the Substance Abuse Programs Manager or designee.
- b. RAD staff shall use the results of the LSI-R and ASUS to identify appropriate program and treatment level when completing the Initial Prescriptive Plan.
- c. Inmates, who may be eligible for parole, transfer to a minimum or community based facility, or have been transferred to a minimum or community facility, shall be assessed as follows:
 - 1) LSI-R and ASUS reassessments shall be completed on all inmates within 24 months prior to their parole eligibility date.
 - 2) LSI-R and ASUS reassessments shall be completed as part of the inmate transfer request packet submitted to the Inmate Classification Office for transfer to a minimum or community based facility. The reassessments shall be done within one (1) year prior to transfer to the minimum or community based facility.
 - 3) Staff shall reassess LSI-R and ASUS scores every 6 months upon admittance into a minimum or community-based facility or when any significant event affects the six criminogenic factors identified in the LSI-R.
 - 4) LSI-R and ASUS Instruments shall be completed within 30 days of placing an inmate on furlough and within 60 days upon placing an inmate on extended furlough.
- d. Staff may request a custody override to a program and/or an identified level of treatment when an inmate has demonstrated exemplary institutional behavior over a substantial period of time. This information shall accompany a request for such an exception through PSD 8202.

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

.2 Correctional Facilities (Out-of-State)

- a. All inmates transferred out-of-state shall have a current LSI-R and ASUS completed by the sending facility.
- b. LSI-R and ASUS reassessments shall be completed by the Mainland Branch staff on all inmates returning to In-State Correctional Facilities for furlough, sex offender treatment programs, and parole, prior to their return to the State.
- c. Mainland Branch staff shall enter the completed LSI-R and ASUS information into the Cyzap Internet Database.

6.0 RESPONSIBILITY

- .1 Wardens or their designees shall ensure that all staff are properly trained and certified in the use of the LSI-R and ASUS.
- .2 Supervisors shall ensure that staff is appropriately trained to complete the LSI-R and ASUS instruments.
- .3 Supervisors shall ensure that staff is properly trained to enter and retrieve LSI-R and ASUS data from the Cyzap Internet database.
- .4 Supervisors shall ensure that the LSI-R and ASUS initial and reassessment instruments are completed on all offenders meeting the criteria in a timely manner, as outlined in section 5.1.c.
- .5 Supervisors shall be responsible for conducting random reviews of staff interviews and scoring of the LSI-R and ASUS instruments to maintain consistency in scoring and to identify any (gross) scoring errors.
- .6 Supervisors shall be responsible for identifying staff in need of retraining and developing an action plan. Such plan shall be submitted to the warden or designee for approval.
- .7 Supervisors shall be responsible for conducting random case reviews to ensure the LSI-R and ASUS data are being used as part of the case planning process.

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

7.0 SCOPE

This policy applies to all Wardens or designees, corrections supervisors and staff assigned to assess and evaluate offenders.

APPROVAL RECOMMENDED:


 Deputy Director for Corrections January 15, 2016
 _____ Date

APPROVED:


 Director January 15, 2016
 _____ Date

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Appendix E
Religious Services Requirement.

The Applicant shall provide for religious services in compliance with ACA Standards for Adult Felony Inmates, Constitutional Rights, Federal Law, and Supreme Court Decisions. These shall include, but are not limited to providing a "qualified chaplain with clinical pastoral education or equivalent specialized training and/or experience, and (2) endorsement by the appropriate religious certifying body. The chaplain assures equal status and protection for all religions"; that the chaplain have access to the entire facility including housing, medical, and special management units; that the chaplain shall assist inmates in contacting representatives with appropriate credentials from the faith groups requested by inmates; that " the chaplain plan direct and coordinate all aspects of the religious programs including approval and training of both lay and clergy volunteers from faiths represented by the inmate population", "written policy, procedure, and practice that provide inmates with the opportunity to participate in practices of their religious faith that are deemed essential by the faith's judicatory, limited only by documentation showing threat to the safety of the persons involved or that the activity itself disrupts order in the institution", and that the least restrictive measures were used when denial was deemed necessary; adequate space and equipment to conduct religious programs, provision for approved religious diets especially vegetarian, Halal, and Kosher.