STATE OF HAWAII AGREEMENT

This Agreement entered into between and among the Department of Public Safety, State of Hawaii, by its Director, and City of Eloy, whose business address and taxpayer identification number are as follows: 628 North Main Street, Eloy, Arizona 85231, TAX ID No. 86-6000662 and the City of Eloy's subcontractor, Corrections Corporation of America (hereinafter collectively "PA"), whose business address and taxpayer identification number are as follows: 10 Burton Hills Boulevard, Nashville, Tennessee 37215, Tax ID No. 62-1763875. City of Eloy has contracted with the Corrections Corporation of America to administer all of its inter-governmental service agreements relating to the Florence Correctional Center, the Red Rock Correctional Center and the Saguaro Correctional Facility.

SCOPE OF SERVICES

1. DEFINITIONS UNLESS THE CONTEXT OTHERWISE REQUIRED

ACA	means	American Correctional Association.
ADAD	means	Alcohol and Drug Abuse Division, Department of Health, State of Hawaii
CARF	means	Commission on Accreditation of Rehabilitation Facilities
DSM IV	means	Diagnostic and Statistical Manual of Mental Disorders – IV
CCA	means	Corrections Corporation of America
CCA Policy	means	CCA's policies and procedures as current at the time and as applicable to the particular facility where the inmates are housed. Provider shall have the ability to amend its policies in accordance with best correctional practices and changes in ACA standards and applicable law. Policy numbering and formatting may change, following the commencement of the contract, but the Provider shall always maintain policies to address the same operational areas and services. In no event shall the Provider modify its policy to decrease the level of service required herein. Provider shall submit electronic copies of all modified or new policies to the State as soon as practicable.
Inmate	means	State of Hawaii Inmates.
LSI-R	means	Level of Services Inventory-Revised.
PA	means	Provider's Administrator of inter-governmental service agreements relating to the Provider.
PSD	means	Department of Public Safety.
Provider	means	City of Eloy.
Provider's Administrator	means	CCA
State	means	State of Hawaii.
FCC	means	Florence Correctional Center.
RRCC	means	Red Rock Correctional Center.

SCF means Saguaro Correctional Facility; this facility is anticipated for completion by July 2007. Upon completion and ready for occupancy, the terms of this Contract are meant to apply.

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

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

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

   For each inmate transferred, the State shall provide the following:

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

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

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

   d) Identification data, including photographs, and fingerprints.

4. Relating to the transport of Inmates:

   a) The State shall be responsible for the cost of transporting Inmates to and from the State. The "return to the State from the PA" shall mean the moment the inmate exits the aircraft at the Honolulu International Airport or any other location determined by the State and is accepted into the custody of its

officials. The State shall have the option of providing transportation itself, or it may request that the PA submits a proposal for the transportation. If the State approves the proposal, it shall reimburse the PA for the cost of the transportation;

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

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

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

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

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

g) All Inmates confined pursuant to the terms of this contract shall be released within the State. The PA shall not release any Inmate from custody. If an Inmate's sentence is expired, the State shall make arrangements to transport the Inmate(s) from FCC, RRCC and/or SCF to the Honolulu International Airport and the State shall pay all transportation costs associated with the return.

h) PA shall, in a satisfactory and proper manner and at a time mutually agreed upon by both parties, be responsible for the cost of transporting Inmates from the Diamondback Correctional Facility and the Tallahatchie County Correctional Facility to the FCC, RRCC or SCF. Included in this transport will be all and any documents, duplicate institutional and medical records, and any personal property as allowed by the PA. Security or transport guards and suitable handcuffs, leg and waist restraints for transporting inmates shall be provided by the PA for the purposes of any transport

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

a) **Clothing and Supplies.** The PA shall provide Inmates a minimum of two (2) sets of clothing items, including underwear. The PA shall also provide Inmates with personal hygiene items (soap, toothbrush, toothpaste and deodorant) and towels, bed linen, and blankets, which adequately meet Inmate's needs. This includes but is not limited to warmer clothing for colder weather and lighter clothes for warmer weather. Special clothing for food service, maintenance, landscape workers, and any other special work shall be provided (work boots and gloves). Inmates shall be limited to wearing khaki-colored facility-issued clothing including clothing items approved and sold in commissary.

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

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

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

d) **Food Service.** Food service shall be in accordance with the most current United States Department of Agriculture, Dietary Guidelines, based upon the average age and weight of the Inmate population or as otherwise agreed upon by the parties. A Registered Dietitian or Nutritionist shall approve all menus, and meals shall be prepared in compliance with the approved menus. The menu shall include fresh or canned fruit once a week and shall provide rice as a daily food staple. For purposes of this paragraph, "canned fruit" shall mean unsweetened canned fruit or fruit canned in its own juices. The PA shall provide special meals to meet medical or religious requirements. Medical diets shall meet the current American Dietetic Association's nutritional requirements as prescribed by a medical physician and shall be maintained and tracked for compliance pursuant to CCA Policy. Religious diets shall meet the nutritional requirements and served as directed by the facility Chaplain pursuant to CCA Policy.

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

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

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

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

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

h) **Video Visitation Conferencing.** The PA shall provide physical space, equipment and supervision at its sole cost to permit video conferencing by the use of video teleconference equipment that is compatible with the equipment that is currently being used by the State. Each party is responsible for the cost of their video conferencing equipment at their respective locations provided however, neither party shall be responsible for purchasing additional or different video conferencing equipment due to a change of equipment by the other party unless such change is mutually agreed to in writing by both parties. Inmates shall use such equipment for regular visits with family members, which shall be scheduled and approved by the PSD's Mainland & FDC Branch. Video visit schedules shall be, at a minimum, in four (4) hour blocks at a mutually agreed upon time on Saturdays.

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

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

j) **Grievance Procedures.** Inmates shall be provided access to an impartial and non-discriminatory grievance procedure in accordance with CCA Policy,

ACA Standards, and federal guidelines established under 42 U.S.C. Section 1997. The grievance process shall include:

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

ii) Ready access to forms necessary for filing grievances;

iii) Consideration of the grievance by an impartial party;

iv) Means to ensure that grievances are kept confidential;

v) Avenues for appeal of decisions; and

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

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

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

k. **Access to Courts.** The PA shall make all legal material provided by the State accessible to the inmate population, including the Hawaii Revised Statutes, Hawaii Reports and other legal materials. All access shall be consistent with the requirements of the U.S. Constitution and the Hawaii Constitution. The State shall provide the first set of materials and all supplements and updates of the Hawaii specific legal reference materials in CD-ROM or other format acceptable by the facilities. If the initial set of materials is lost or destroyed, the PA shall provide the replacement provided however, nothing herein prevents the PA from charging an Inmate's account for items intentionally destroyed by the Inmate.

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

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

viii. Black Law's Dictionary
ix. Federal Civil Procedures & Rules
x. Supreme Court Reports

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

The law library shall be open in accordance with ACA Standards. Inmates shall have a minimum of 3-hour access per week with the possibility of 3 additional hours per inmate depending on scheduling and availability.

Inmate legal aides shall be available to offer legal assistance in addition to the regular library services provided.

The PA shall establish policies regarding mutual assistance between inmates. Any mutual assistance requires prior approval from the Warden/Designee as no Inmate shall be placed in a position of authority over another Inmate.

Duplicate copies of pleadings and legal documents to be filed in court are the financial responsibility of the Inmate. The PA shall provide all indigent Inmates, upon request access to paper and other supplies and services to contact legal counsel or representatives, courts, and other persons concerning legal matters in accordance to CCA Policy. Under this Contract, an Inmate is considered to be indigent if there is $3.00 or less in his trust account within a 30-day period.

i) **Parole Hearings.** On-site facilities shall be made available for any parole hearing conducted by the Hawaii Paroling Authority to which an inmate may be a participant. At the request and sole expense to the State of Hawaii, the PA shall provide telephonic access for such hearings before the Hawaii Paroling Authority.

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

I. **Security and Control.** All security/control and operating plans shall be in accordance with CCA Policies and ACA Standards. The PA shall supply the PSD's Mainland & FDC Branch with copies of its staffing pattern and the identification of all mandatory posts. The PA may adjust the staffing pattern as needed to commensurate with the population and shall provide appropriate staff to fulfill all programming and service requirements of this contract. The PA shall supply the PSD's Mainland & FDC Branch with copies of any staffing pattern changes. The PA shall ensure that the Facility is adequately staffed at all times and shall be subject to liquidated damages in

accordance with Section 28(b) for failure to fill any mandatory post as designated on the daily shift roster.
At a minimum the Warden and Chief of Security shall make daily rounds throughout the respective facility under this Contract. In the event that they are not available, either the Assistant Warden or the Administrative Duty Officer shall make daily rounds.

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

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

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

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

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

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

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

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

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

   iii) The action is neither arbitrary nor retaliatory;

   iv) The discipline is not physically abusive; and

   v) Disciplinary segregation shall not exceed 60 days for any one incident without the prior approval of the PSD's Mainland & FDC Branch Administrator. The PSD's Mainland & FDC Branch Administrator shall

review such disciplinary sanction every 30 days once it has been imposed.

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

o. **Urinalysis Program.** All Inmates shall be required to participate in routine and random urinalysis at the minimum of 10% of the State's total population at each facility under this Contract. The facility's urinalysis program with the exception of the minimum testing requirement, shall be in accordance with CCA Policy and consistent with the laws of the State. All positive results for unauthorized drugs shall be reported as soon as reasonably practicable but in no event later than 24 hours after test results are received by the PA and reported to the PSD's Mainland & FDC Branch. The PA shall be responsible for the cost of urinalysis.

p. **Transfer and Use of Inmate Funds.** Personal funds of the Inmates shall be credited to the Inmate Trust Accounts (Spendable/Restricted) by the PA in accordance with all applicable federal, state and county laws, ordinances, rules and regulations including, but not limited to, Sections 353-20, 353-21, 353-22, 353-22.6, and 353-22.8, Hawaii Revised Statutes and PSD COR.02.12. (Inmate Trust Accounts, effective 7/28/99). Access to restricted accounts requires the approval of the PSD's Mainland & FDC Branch.

Inmates are not allowed to maintain an interest-bearing account out-of-state. The PSD has an agreement with a financial institution to open and maintain interest-bearing savings accounts for Inmates through the Halawa Correctional Facility's Business Office. Accounts are opened in the name of the PSD as trustee for an individual inmate's savings fund and controlled by the PSD.

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

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

r. **Telephone Costs and Services.** The PA shall provide the State with a schedule of phone rate charges prior to any extension of this Contract.

Increases in price, based on increased actual cost, are subject to the State's approval, said approval not to be unreasonably withheld. All inmate telephone calls with the exception of phone calls with attorneys regarding legal matters are subject to electronic monitoring by the PA's facilities and the State.

s. **DNA Testing Program.** Bucal swabs shall be taken from all Inmates identified by PSD pursuant to Act 112, Session Laws of Hawaii, 2005. If an Inmate refuses to participate, the PA shall submit the names of those Inmates to PSD's Mainland & FDC Branch Administrator. The State shall provide all testing kits and training to the Facility staff at the sole cost of the State.

PROGRAM & SERVICE ACTIVITIES

6. The PA shall provide Inmates with care, education, training, programming, employment and treatment as provided for in this Contract, including, but not limited to, furnishing Inmates with subsistence and all necessary routine medical care; providing for Inmates' physical needs; providing programs, training and treatment consistent with individual needs, and classification and programming recommendations as identified by the State and contained in Inmate information required pursuant to this Contract; retaining Inmates in safe, supervised custody; maintaining proper discipline and control; ensuring the execution of sentences and orders issued by the committing court in the State; and providing Inmates with access to the courts as provided in Section 5(k).

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

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

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

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

   a. Provides a level of program activity for the Inmate that is suitable to allow every Inmate in general population who meet the relevant criteria to

participate in meaningful educational, vocational training, drug and other treatment and counseling programs; and

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

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

9. The PA's facilities shall submit an Admission's Summary to the PSD's Mainland & FDC Branch within 30 days after the transfer of an inmate to the PA. The Summary shall outline the Inmate's custody level; housing assignment; work assignment; and medical, mental health, education, vocational, and treatment findings, and indicate the institutional programs in which the Inmate is recommended to participate.

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

a. FCC:

i) Education Services. Services include Basic Literacy Skills, Adult Basic Education and General Education Development leading to a general education diploma. The State may involve its Inmates in the Youthful Offender education program funded by federal grants at no cost to the Provider; and

ii) Lifeskills/Anger Stress Management.

b. RRCC:

i) Education Services. Services include Basic Literacy Skills, Adult Basic Education and General Education Development leading to a general education diploma. The State may involve its Inmates in the Youthful Offender education program funded by federal grants at no cost to the Provider; and

ii) Substance Abuse Education and Counseling Program (Level 2).
A cognitive behavioral treatment component lasting approximately 80 hours, meeting twice per week, over a twenty week period designed to include education in addiction and address relapse prevention, lifeskills, cognitive skills development, and recovery skills. and

iii) Lifeskills/Anger Stress Management.

c. SCF:

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

education diploma. The State may involve its Inmates in the Youthful Offender education program funded by federal grants at no cost to the Provider;

ii) Vocational Training Programs. Programs shall be provided to the SCF Inmates with the opportunity to participate in job readiness and vocational training programs designed to enhance employment opportunities after release from incarceration. These programs may include but are not limited to computers, carpentry or horticulture if available at the facility.

iii) Hawaiian Cultural Programs. The State may provide curriculums and a direct video feed for cultural programming and activities at no cost to the PA;

iv) Faith-based Unit; and

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

The State shall provide the PA with educational and/or vocational testing results that may be available for any Inmate. The PA may conduct further tests or assessments on any Inmate at its own expense.

11. SCF Treatment Program. If required by the Inmate's assessment, or within 30 days after receiving a request from a qualified Inmate, the PA shall place the qualified Inmate on the appropriate register for assignment in the applicable substance abuse treatment program on a space available basis. PA shall ensure that qualified inmates are admitted to the program in a timely manner to allow completion of the program prior to their parole date. The PA shall make space available in the Level III residential substance abuse program based upon the percentage of the total population at the Facility represented by the State inmates. . The appropriate level of substance abuse treatment shall be based upon the results of the substance abuse assessment, the initial LSI-R and the Adult Substance Abuse Survey (ASAS). The State shall provide the SCF with the results of the substance abuse assessments. All counselors working in the substance abuse area shall be certified or licensed as substance abuse counselors by the state Certification or Licensure Board.

SCF shall reserve the right to deny any Inmate participation in a treatment program on the basis of the inmate's general conduct in its facility, level of participation in prerequisite programs, or level of interest in such programs. SCF may terminate an Inmate from the treatment program for good cause which, shall be reported to the PSD's Mainland & FDC Branch. The Level III substance abuse treatment program shall include:

i) **Assessment Services.** Assessments shall be consistent with all requirements of the PSD's substance abuse policy, PSD COR.14.26 (Offender Assessment Protocols, dated 4/1/04), Exhibit A, Appendix A;

ii) **Substance Abuse Education and Counseling Program (Level II).** A cognitive behavioral treatment component lasting approximately 80 hours, meeting twice per week, over a twenty week period designed to include education in addiction and address relapse prevention, lifeskills, cognitive skills development, and recovery skills.

Level II services shall be consistent with all requirements of the PSD's Substance Abuse Program Level II criteria; Exhibit A, Appendix B;

iii) **Residential Drug Abuse Program (Level III).** A 9-12 month, Level III, comprehensive, intensive separate unit-based therapeutic community program developed by the Federal Bureau of Prisons and recipient of the ACA award for cognitive-behavioral models of intervention. The PA shall comply with all requirements of the PSD's Level III Substance Abuse Program as contained in Exhibit A, Appendices C and D.

Level III services shall be consistent with all the requirements of the PSD's Substance Abuse Program Level III criteria; Exhibit A, Appendices C and D.

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

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

13. Custody Reclassification. Classification on inmates shall not be reduced or increased unless mutually agreed to by the State and the facility staff, and consistent with the policies and procedures of both parties (CCA Policy 18-1/Form18-1B, revised 2/24/04 and PSD CORR.18.01/No. 2000-1061, revised 2/12/00). Each Inmate shall be considered for reclassification annually by the facility Classification Officer.

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

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

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

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

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

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

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

g. Goods and services produced as a result of an Inmate's participation in a correctional industries program shall be disposed of by the PA in accordance with federal laws and the laws of the State of Arizona, and the State. Inmates who participate in correctional industries programs shall be subject to wage deductions specified in sections 354D-12 and 354D-13 of the Hawaii Revised Statutes.

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

15. The PA shall provide medical, mental health, dental services, and the Provider staffing for such services in accordance with the laws of the State, the laws of the State of Arizona the American Correctional Association Standards for Adult Correctional Institutions, Fourth Edition, and its Supplements; and the National Commission on Correctional Health Care Standards-Prison Edition, 2003, and its updates and supplements. In the event of any conflict between standards, codes or laws, the more restrictive shall apply.

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

The PA 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 PA shall provide the staffing levels and hours of service that are pursuant to the NCCHC Standards as they may be amended. This includes a minimum of one (1) registered nurse which may include the Health Services Administrator or nurse shift supervisor or nurse manager on-site per shift of clinic operation. (For the purpose of meeting this requirement, a registered nurse may be available for consults via telephone.)

16. Routine medical services shall include:

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

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

c. A secured sick call management system allowing for daily requests, triaged by a health care professional that occurs within twenty-four (24) hours of notification of the request. Any necessary health care follow-up shall be timely and appropriate to the acuity of the patient and occur within seventy-two hours (72) of receipt of the request;

d. Chronic care management system is where all patients with a chronic disease such as diabetes, hypertension, asthma or chronic mental health conditions are enrolled into a chronic care treatment program on intake or when diagnosed. These patients will be followed up by a health care professionals recommended by the attending physician based on the severity of the inmate's condition and the treatment plan. Provided however, in no event shall such follow-ups be less than once every six months. The chronic care program treatment schedule will include disease-appropriate screening/testing, diagnostics, examinations and inmate education;

e. Medical and specialty care, such as podiatrists, physical therapists, and dermatologists shall be provided utilizing community specialists. Whenever possible, specialist's services shall be provided on-site;

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

g. Routine diagnostic procedures, when deemed medically necessary by the attending physician including, but not limited to, multistix urinalysis, phlebotomy, hemocult tests, glucose tests such as Accuchecks, electrocardiograms, visual acuity screening tests, annual cholesterol screening beginning at age 35, annual diabetes screening beginning at age 45 and annual fecal occult blood screening at age 50 years, and any other diagnostic screening tests commonly used in identifying or preventing illnesses. Results shall be documented in the inmate's medical record;

h. Radiology services, fixed and/or mobile;

i. Annual physical examinations for each Inmate over 40 years old, which will include a prostate examination and glaucoma test;

j. Physical examination at least once every 3 years for each Inmate less than 40 years old;

k. Physical medicine, physical therapy services, speech therapy, and occupational therapy shall be provided as necessary;

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

m. Immunizations: Hepatitis B, Tetanus/Diptheria/Pertussis as needed at least every 10 years, and Hepatitis A, influenza, and Pneumo-Vax vaccines per PSD guidelines, the cost of such immunizations will be reimbursed by the State;

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

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

p. The Inmate shall be responsible for the cost of any medically necessary medical prostheses provided by the PA, in accordance with the State's policies and procedures.

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

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

s. Optometric care shall include annual eye examinations for Inmates with chronic diseases such as diabetes that may affect vision, and at least once every 2 years for Inmates with prescriptions greater than 20/50 in one or both eyes. If an Inmate with visual acuity 20/50 or worse does not have sufficient funds to pay for corrective eyeglasses, the PA shall provide the eyeglasses at the State's expense provided that the State approves of the purchase and the Inmate agrees in writing to reimburse the State for the cost. In such cases, the eyeglasses shall be limited to a small number of basic generic styles.

t. Dental Services shall include:

   i) Emergency dental treatment;

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

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

   iv) X-rays;

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

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

u. Mental Health (MH) care shall be provided by mental health professionals. who will provide 40 hours of service per week and a Psychiatrist who will provide at least 4 hours weekly. There will be sufficient mental health professional coverage to meet the requirements of the following criteria:

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

   ii) Management of psychotropic medication;

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

   iv) Suicide prevention and monitoring; and

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

v. Hormone therapy shall be provided at the inmates' expense and only to Inmates authorized by the State.

17. The PA shall exercise conservative care before recommending outside treatment or hospitalization. Except in bona fide emergencies, the PA shall obtain prior written approval from the PSD's Health Care Division before an Inmate is scheduled for hospitalization or other treatment outside of the facility. The PA shall inform the PSD's Health Care Division the nature of the illness or condition, a recommended course of treatment, and the estimated cost of the treatment. The State may authorize the treatment as recommended, or return the Inmate to the State, at its own expense, for the treatment. In the absence of a bona fide emergency, the State shall not be responsible for the costs of outside treatment undertaken without the State's prior written approval. An Inmate's stay in a hospital shall not exceed the usual and customary length of stay for the condition, unless there are documented complications requiring continued treatment in a hospital setting.

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

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

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

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

20. The State will not approve payment for elective care, cosmetic treatment, or procedures primarily for the convenience of the Inmate, experimental

procedures, and any procedures not normally covered by standard health insurance plans.

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

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

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

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

        i) Fees are assessed from the Inmate's individual trust account; and

        ii) Fees shall not be assessed if the individual trust fund balance is less than $10, provided that the PA may implement a procedure to recover fees in the future.

    d. The PA shall submit an annual report to the State summarizing the total amount of monies deducted from Inmate accounts. The report shall also include an estimate of the savings to the PA through the related reduction in non-emergency services or treatment, or intentional injuries; and

    e. The PA may retain any monies collected under this section.

MANAGEMENT REQUIREMENTS

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

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

    The RRCC shall provide basic education to include Adult Basic Education (ABE) programs and GED testing, Level 2 Substance Abuse treatment and Lifeskills. Protective Custody shall be provided to Inmates who have validated separatee issues with other Inmates in accordance to ACA Standard (#4-4273). The facility shall allow Inmates to shower daily, weekly telephone calls and provide a daily

schedule of activities for the PSD's Mainland & FDC Branch Administrator to review and approve.

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

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

    b. The PA shall take all necessary steps to have the facilities under this Contract continually accredited by the ACA. RRCC and SCF shall be accredited within eighteen months (18) of facility activation. For purposes of this requirement, the facility shall be considered activated upon the acceptance of the first State inmate at that facility;

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

    d. The PA shall comply with all essential standards and 85% of the applicable important standards of the National Commission on Correctional Health Care Standards, Prison Edition, 2003;

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

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

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

24. **Personnel.** The PA shall:

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

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

    c. Provide correctional officers a minimum 160 hours of basic correctional training within 3 months of employment at the Facility and provide a minimum

of 40 hours of annual supplemental correctional training. Provide support personnel who have daily contact with inmates, professional specialists and administrative and managerial personnel pre-service orientation and on-the-job training in the first year of employment and 40 hours of annual in-service training;

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

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

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

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

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

i. Provide a facility Classification Officer at each facility to complete annual reclassification on each Inmate. Classification on inmates shall not be reduced or increased unless mutually agreed to by the State and the facility staff, and consistent with the policies and procedures of both parties (CCA Policy 18-1/Form18-1B, revised 2/24/04 and PSD CORR.18.01/No. 2000-1061, revised 2/12/00); and

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

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

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

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

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

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

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

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

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

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

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

    b. Scheduling internal audits;

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

d. Tracking all audit deviations, plans of action and other remedial actions related to audit outcomes;

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

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

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

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

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

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

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

c. The PA shall have a ninety (90) day period from the facility activation of RRCC and SCF to implement operations in compliance with this Agreement. No liquidated damages shall apply during this initial implementation period. For purposes of this paragraph, the Facility shall be considered activated upon the acceptance of the first State inmate at that facility.

If liquidated damages are assessed, the PA may credit the amount or the State of Hawaii may withhold the amount from the PA's payment.

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

29. **Defense.** The State shall defend itself in connection with civil actions filed in federal or state courts, or administrative grievance procedures and claims, challenging the authority of the State to transfer an Inmate to the custody of the PA, provided that the PA remains responsible for claims involving the selection of individual Inmates. For example, the State shall defend itself in a habeas corpus

claim, which alleges that the State had no authority to transfer Inmates to a private correctional facility.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

g. Staffing plan patterns.

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

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

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

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

34. **Death of an Inmate.** In the event of the death of any Inmate, the PA shall notify the PSD's Mainland & FDC Branch Administrator, as soon as possible, but no later than 2 hours after the PA first learns of the death. Fingerprint arrangements shall be made including, but not limited to, taking fingerprints of the right thumb and right index finger. The coroner of the local jurisdiction shall be requested to review all deaths. The State shall not be responsible for the cost of the coroner's review. The PA shall provide the State with any reports relating to the death, including reports by the coroner and the attending physician, autopsy reports, and investigative reports of the facility and law enforcement officials. The PA

shall provide the State with a certified copy of the death certificate within 5 working days of its receipt from the State of Arizona. The facility shall return the Inmate's file, medical records, property and funds to the PSD's Mainland & FDC Branch within 5 business days after the death.

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

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

35. **Contract Contact Information.**

State Contact:

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

e-mail address: Shari.L.Kimoto@hawaii.gov
Office telephone: (808) 837-8020
Cellular telephone: (808) 294-4054
Facsimile: (808) 837-8026

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

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

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

PA Contact:

Ms. Kelly Durham, Senior Director, Business Development
Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, Tennessee 37215

Office telephone: (615) 263-3034
Cellular telephone: (615) 351-6131
Facsimile: (615) 263-3100

Ms. Lucibeth Mayberry, Vice President, Business Development
Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, Tennessee 37215

Office telephone: (615) 263-3246
Cellular telephone: (615) 289-3447
Facsimile: (615) 263-3100

PA's Facility Contacts:

Mr. Benedict Martinez, Warden
Florence Correctional Center
1100 Bowling Road
P.O. Box 2667
Florence, Arizona 85232

Office telephone: (520) 868-9095
Facsimile: (520) 868-9564

Mr. Frank Luna, Warden
Red Rock Correctional Center
1750 East Arica Road
Eloy, AZ 85231

Office telephone: (520) 466-7222
Facsimile: (520) 466-9177

Mr. _____, Warden
Saguaro Correctional Facility
1750 East Arica Road
Eloy, AZ 85231

Office telephone: TBA
Facsimile: TBA

36. **Term of Agreement**

This agreement shall be effective from July 1, 2006 up to June 30, 2009, subject to the availability of funds beyond June 30, 2007. Unless terminated, the contract may be extended for not more than one (1) additional two-year period or parts thereof, upon mutual agreement in writing.