NOT CONFIDENTIAL

	DEPARTMENT OF PUBLIC SAFETY	EFFECTIVE DATE: 04/01/04	POLICY NO.: COR. 14.26
	CORRECTIONS ADMINISTRATION POLICY AND PROCEDURES	SUPERSEDES (Policy No. & Date): New	
	SUBJECT: OFFENDER ASSESSMENT PROTOCOLS		Page 1 of 6

Log No. 2004-2082

1.0 PURPOSE

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

2.0 REFERENCES AND DEFINITIONS

.1 References

a. Chapter 353-6, HRS, Establishment of Community Correctional Centers

b. Chapter 353-10, HRS, Intake Service Centers

c. Chapter 353-62, HRS, Hawaii Paroling Authority; Responsibilities and Duties; Operations; Records, Reports, Staff

d. Memorandum of Agreement between the Department of the Attorney General, Department of Public Safety, Department of Health, and the Judiciary, State of Hawaii, effective April 17, 2002.

.2 Definitions

a. Criminal Justice Agencies: The Probation Divisions, the Department of Public Safety, and the Hawaii Paroling Authority.

b. Interagency Council on Intermediate Sanctions Policy Group: A group established by Order of Appointment, issued by Chief Justice Ronald Moon, January 11, 2002.

c. 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.

d. Adult Substance Use Survey (ASUS): A comprehensive secondary assessment tool for substance abuse treatment.

e. Reassessment: A file and/or face-to-face interview to review an offender's risk/needs after the initial LSI and ASUS.

f. Over-ride: An assignment of an inmate to a different level of treatment/program as determined by risk/need instruments.

g. Criminogenic Needs: Attributes that are directly linked to criminal behavior.

h. Proxy: A jail abbreviated risk-screening instrument used to determine the level of investigation and supervision services to be provided to an offender.

i. LSI-R/ASUS Consent Form: A pretrial form signed by the defendant acknowledging his/her voluntary participation in being assessed by the LSI-R/ASUS.

j. Supervision Standards: Minimum required supervision tasks and activities determined by the defendant's classification.

k. 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 supervision.

l. Certification: Passing scores of 3 or less scoring errors on the LSI and a .36 entry-level MI score.

m. Cyzap: Internet database used by all Criminal Justice agencies to store the offender's scores (Attachment A).

3.0 POLICY

.1 The Department of Public Safety shall ensure that all eligible offenders are administered the LSI-R/ASUS by certified staff in a timely manner.

.2 The Department of Public Safety shall maintain a common information system platform containing current offender-based information for interagency collaboration.

.3 The Department of Public Safety shall be responsible for quality assurance in the application of the assessment instruments.

.4 Any significant changes to this policy will conform to the goal of the Interagency Council on Intermediate Sanctions.

4.0 PROCEDURES

.1 Intake Service Center

a. Staff shall complete the proxy-screening instrument at the initial intake interview.

b. Staff shall enter the scores of the proxy into the ISC database.

c. Staff shall attempt to obtain the offender's written consent to conduct the LSI-R and ASUS at the initial intake interview with all pretrial felon offenders.

d. Staff shall complete the LSI-R and ASUS on all pretrial felons granted supervised release that have signed a written consent and have a proxy score of 5 or higher.

e. Staff will complete the LSI-R and ASUS within 30 days of being released on supervised release.

f. Staff shall use the results of the LSI-R and ASUS data to assign the appropriate level of supervision.

g. Staff shall use the results of the LSI-R and ASUS data as guidelines to identify and address service and treatment needs of the offender.

h. Staff shall identify and request a need for score over-ride when deemed appropriate.

i. Staff will reassess the LSI-R and ASUS scores of the offender every 6 months or upon any significant event that alters the domain identified for change during the period of supervised release.

j. Staff shall enter the completed LSI-R and ASUS information in the Cyzap Internet database.

.2 Correctional Facilities

a. All newly sentenced inmates entering the RAD Unit shall have a LSI-R and ASUS completed by trained and certified staff within 45 days.

b. RAD staff shall use the results of the LSI and ASUS to identify appropriate program and treatment level when completing the Initial Prescriptive Plan.

c. 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.

d. LSI-R and ASUS reassessments shall be completed on all inmates within 24 months to their parole eligibility date.

e. 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.

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

g. Staff shall reassess LSI-R and ASUS scores every 6 months upon admittance into a minimum or community-based facility or any significant event affects the six criminogenic factors identified in the LSI-R.

h. Staff may request an over-ride to a program and/or an identified level of treatment when appropriate. Such request shall accompany a request for such an exception through the Inmate Exception Case form.

5.0 RESPONSIBILITY

.1 Wardens and Branch Managers or designee shall ensure that all staff are properly trained and certified in the use of the LSI-R and ASUS.

a. Supervisors shall ensure that staff is appropriately trained to complete the proxy screening, LSI-R and ASUS instruments.

b. Supervisors shall ensure that staff is properly trained to enter and retrieve LSI-R and ASUS data from the Cyzap Internet database.

c. Supervisors shall ensure that the proxy-screening instrument is completed on all newly admitted pretrial felons in a timely manner.

d. 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.

e. 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.

f. Supervisors shall be responsible for identifying staff in need of retraining and developing an action plan. Such plan shall be submitted to the manager or warden for approval.

g. 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.

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

COR P & PM	SUBJECT: OFFENDER ASSESSMENT PROTOCOLS	POLICY NO.: COR. 14.26 EFFECTIVE DATE: 04/01/04 Page 6 of 6

6.0 **SCOPE**

This policy applies to all supervisors/managers and staff assigned to assess and evaluate offenders.

APPROVAL RECOMMENDED:

Deputy Director for Corrections

April 16, 2004

Date

APPROVED:

Director

April 7, 2004

Date

ATTACHMENT A

ADULT SUBSTANCE USE SURVEY - ASUS

Author and Copyright © Kenneth W. Wanberg

Assessment ID: DOCH-ASUS-736
Assessed: 03/15/04
Name: [redacted]

DOB:	05/05/1962	Prior	Last Yr	Assessor:	reasid@oahu
Age:	41	AOD OP TX:	1-2	Employment:	
Gender:	Male	AOD IP TX:	1-2	Other Status:	
Ethnicity:	Caucasian (no mix)	MH TX:	None	Age of First Arrest:	
Marital:	Married	Drug Ed Class:	None		
Education:	12 years	AOD Arrests:	None		

Substance Use History	Life time	Last 6 mo	Age of last use	Drug Category	Life time	Last 6 mo	Age o last u
1. Alcohol	1-10	0		7. Heroin	0	0	
2. Marijuana	11-25	0		8. Other Opiates	1-10	1-10	4
3. Cocaine	0	0		9. Sedatives	0	0	
4. Amphetamines	1-10	1-10	41	10. Tranquilizers	0	0	
5. Hallucinogens	0	0		11. Cigarettes	No longer		
6. Inhalants	0	0					
				SUHM/Tx (based on LSITotal)	Weekly Therapy		

Critical Summary:

ASUS Summary Profile

SCALE	Score	NORM SET
1. Involvement1	6	2542 adult probationers screened for potential alc or drug problem
2. Disruption1	4	
3. Social	5	
4. Mood	4	
5. Global	18	
6. Six Month	3	
7. Defensive	11	
8. Motivation	21	
9. ASUS Rater	4	
10. Involvement2	5	668 IP & IOP Tx Clients
11. Disruption2	4	

Low 1 2 3 | Medium 4 5 | High Medium 6 7 | High 8 9 10

Treatment Guidelines (based on ASUS Involvement and Disruption Scores)

Involvement Score	Disruption Score	Level of Use & Problem Description	L
5	4	Low use, low-medium disruption, low-medium needs	

Referral Guidelines: Comprehensive assessment.12-18 hrs AOD education class.Low intensity outpatient (1-2hrs wk). UAs if drug use

Evaluator Impression

AOD Use Involvement: 1-Minimal-Low
AOD Use Disruption: 3-Low-Moderate
AOD Use Service readiness: 7-Moderate-High
Comments

Information in the ASUS summary is based on the client's self report. It is dependent on his or her ability and willingness to validly respond to questions. It represents the individual's perception of self regarding alcohol and other drug use, concerns about self and relationship to others willingness to be involved in the change process. This information should be used only in conjunction with information from all other sources wi making referral or treatment decisions. No one piece of information from this or any other source should be used solely to make such decisior always best to engage the client in a partnership when making referral and treatment decisions.

Appendix B
STATE OF HAWAII'S SUBSTANCE ABUSE PROGRAM
(LEVEL II)

Level II 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 Treatment Program, 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 knowledge and awareness.

Level II services are for inmates who are at lower risk 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 LSI and TCU CJ Forms (Intake & Initial) and TCCUDSII, a multi-leveled assessment instrument 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 assessments 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 TCU CJ Forms (Intake & Initial) and TCCUDSII to those who have been identified as having moderate to serious substance abuse problems and who have been accepted for admission to structured Level II 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. Provider'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 Provider's counselors working in the aftercare component of the continuum.

B. Education and Treatment Services

Following assessment and development of an individualized treatment plan, each sentenced offender shall receive substance abuse education and treatment services as part of the comprehensive continuum of substance abuse treatment services. The purpose of this level of the treatment continuum is to provide target group inmates with a structured program of psycho-education, 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.

Provider shall provide an evidence-based cognitive behavioral treatment curriculum at each of the correctional facilities covered by this contract.

The Level II Program shall consist of Educational and 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, 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 education and treatment groups shall consist of two weekly sessions of 2 hours each, as follows:

- A weekly education group with a maximum of 18 inmates conducted by one facilitator;
- A weekly process or focus group with a maximum of 18 inmates each facilitated by one counselor; and
- Each of the 18 participating inmates will receive four (4) hours of structured group education and counseling per week.

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 treatment plan specifies Level II group education and 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 are based upon attendance, participation, conformity to rules, absence of dirty urinalysis tests, and progress made regarding completion of individualized treatment plan objectives. 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 Provider's counselors and participants of the group.

Education and 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-play, and written assignments. Level II groups will be structured to insure that the materials are adequately covered, reviewed, and the participant has sufficient opportunity to practice effective behaviors and receive feedback.

In addition to the educational and skill-building issues and topics described above, 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 and education 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 education and 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 their feelings and self-

deceptions and begin to accept ownership and responsibility for the consequences of their behaviors and lives in general. (Approximately 64 hours)

Although the program consists mostly of structured group sessions, Provider'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 and Family Counseling

Counseling services shall be provided to inmates who have been assessed and recommended for individual and family counseling through their individualized treatment plans. Ideally, selected participants shall commence individual and family counseling programming during or immediately after following completion of their structured program of education and treatment. Long-term sentenced felons might not participate in family counseling activities until just prior to release to community status.

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 unresolved issues identified in the offender's treatment plan, i.e., recovery, behavior modification and problem solving, and shall be designed to assist the inmate and his/her family with the reintegration process necessary for successful transition to community living.

Appendix C
LEVEL III (DEFINITION)

Level III is an intensive long-term, therapeutic community treatment program lasting 9-12 months. It is for inmates who are diagnosed as substance dependent and who are assessed as having significant risk for criminal conduct based on the LSI-R.

A trans-theoretical method is utilized to address criminal thinking and behaviors. The participants will work through all seven RDAP Journals as published by The Changes Companies and developed in the Federal Bureau of Prisons.

As the TC residents live and work together separated from the general population, they hold each other accountable to practice recovery skills and change their criminal thinking and behavior.

Appendix D
State of Hawaii's Substance Abuse Therapeutic Community
(LEVEL III)

The Provider shall, in a satisfactory and proper manner as determined by the Department, and in accordance with the terms and conditions of this Contract, 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 similar to the ASI 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 inmate 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 process group treatment including learning tools and skills to expand and process inmates' emotions about substance abuse as well as other abuse issues and how to appropriately express them.

8. Teach and monitor senior clients in conducting addiction and skill building classes.

9. Assist in designing recreational activities that complement the inmates' treatment plans.

10. Assist each client with setting personal health goals and provide motivation, support, and encouragement to the client to meet his goals in a safe, healthy manner. This may include developing an exercise plan, instituting a stress management routine, exploring dietary concerns, improving hygiene, and seeking health care from the facility as appropriate.

11. Provide job development and vocational rehabilitation counseling, training, assistance and follow-up to the inmates that will be transferred to Hawaii.

12. Provide family treatment and educational services to address family issues that could impede recovery. The family sessions will involve inmates only.

Service Activities shall consist of the following:

A. Screening

The Department will complete all substance abuse screens.

B. Assessments Services

A Substance Abuse Counselor shall conduct initial personal interviews with inmates who are referred for admission into the Therapeutic Community (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. DSM IV;
4. Identification of lack of social/family support for clean living; and the presence of unsafe housing conditions;
5. Other factors including vocational development;
6. Legal issues;
7. 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

Provider shall create a treatment plan with the inmate and treatment team specific to his needs, based on the assessment focusing on specific problem definition, interventions aimed at resolution of identified issues, and agreed upon long term and immediate goals. The treatment team will include the Provider'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

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 and other defined needs. Frequency of individual sessions will vary with the inmate's need. At a minimum, the counselor shall be responsible to meet with the inmate weekly to review treatment plan progress and to assign homework for the next week.

b. Group

Process Groups shall be provided daily for all inmates. A minimum of two hours each of general treatment topics and substance abuse topics shall be provided. In addition, a focus process group shall be conducted each day. The breakdown will be generally as follows:

Pre-Treatment Group: (Pre-contemplation Group) This group shall be designed to address the needs of those in the milieu that have not decided that they are ready for change. The focus of the group is to help those inmates to develop a discrepancy in the thoughts and attitudes that will lead them to make a decision to change.

Identification Group: (Contemplation) This group allows the inmate to explore the issues he feels are most significant and to discover what needs to be changed to help resolve those issues. This group naturally follows the pre-treatment group in that these inmates will acknowledge their need to change, but are displaying some resistance to the methods that are needed to accomplish the desired goal.

Solution Focus Group: (Preparation & Action) This group is designed to enable those that have identified solutions to share them with each other and receive feedback from their peers. Homework will be discussed with an emphasis on how behaviors serve and don't serve the inmate's treatment and life goals. The inmates will be challenged to overcome fears and old ideas.

Relapse Prevention Group: (Maintenance) This group is designed to meet the needs of those that are nearing the end of their treatment experience. Specific information about relapse will be presented and discussed. Individual relapse prevention plans will be discussed and processed by the group.

Re-Entry Group: (Transition) During the last two weeks of the treatment episode, the inmate will have to address leaving the treatment environment and explore feelings about the return to life outside of the walls. This group explores the skills required to live in a new way, letting go of old ideas and patterns. The focus will vary depending on the inmates that are present.

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 education and skill-building sessions to ensure the accuracy and effectiveness of peer educators.

Provider shall provide an evidence-based cognitive behavioral treatment program (RDAP) at each of the correctional facilities covered by this contract.

3. Referral and Discharge Planning

The Provider will assist the offender with discharge planning that will include identification of Aftercare support, community sources of support, counseling resources for ongoing family and other therapy, and referrals as appropriate. Each discharge plan will include a minimum amount of time in Aftercare, after which the client will receive his clinical discharge.

E. Case Management

The Provider shall provide case management services to include:

1. Participation of the Senior Counselor in weekly meetings with the facility staff. Treatment counselors and TC staff shall meet weekly to review all inmates and their progress.

2. Assistance in the collection of data and preparation of reports.

F. Physical Health

The Provider shall assist the facility staff in the assessment of the physical health of each inmate that is a part of the TC. The Provider, with the cooperation of the medical and recreational staff, will formulate plans to address physical health concerns.

G. Documentation

Provider'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 other week 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,

10. Any other required documentation as determined by facility staff and Provider staff.

H. Specialized Services

1. Vocational

Services shall be provided while the TC participants are in the third phase to prepare the graduating offenders more ready for

employment prior to their participation in a transition program. The vocational counselor shall:

a. Provide vocational training and services for inmates to help address any disabilities that were identified in their assessments.
b. Provide pre-employment training and assistance in job seeking.
c. Provide Life Skills training in areas necessary for inmates to be successful in seeking and maintaining employment. These skills include resume development, interviewing skills, problem solving, stress management, and goal setting.

2. Family Therapy and Educational Services

A family counselor shall provide the following services:

a. Family systems dynamics, dysfunctional families, healthy families, domestic violence, anger/stress management.
b. Helping address issues which may include, but are not limited to, difficulties around the recovery process, abandonment and neglect, abuse, inappropriate or ineffective communications, marital and sibling dyad, grief and loss issues, unresolved family or individual issues including childhood trauma.
c. Family integration and support addressed individually and in-group sessions to assist in providing the appropriate support for inmates when they are released on parole.

ACCEPTANCE AND ACKNOWLEDGMENT

Effective June 30, 2006, the undersigned have reviewed the attached clarifications to Exhibit B and hereby acknowledge and accept said clarifications.

STATE OF HAWAII

Approved As To Form:

Deputy Attorney General
State of Hawaii

By: Iwalani D. White
Iwalani D. White
Acting Director

Date: October 12, 2006

PROVIDER: **CITY OF ELOY**

By:
Print Name: Byron K. Jackson
Title: Mayor
Date: September 25, 2006

PROVIDER'S ADMINISTRATOR:
CORRECTIONS CORPORATION OF AMERICA

By:
Print Name: ANTHONY L. GRANDE
Title: Vice President, State Relations
Date: 10-02-06

This acknowledgment may be executed with counterpart signatures. This means that parties are not required to sign on the same page and may sign on different pages. All required original signature pages may then be reassembled together to constitute the complete, fully executed agreement and will be treated as such.

COMPENSATION AND PAYMENT SCHEDULE

A. COMPENSATION

1. Payment to the Provider's Administrator (PA) shall be made on the, per inmate per bed day cost, using the per diem schedule below.

1st-Tier Per Diem Structure:

Effective July 1, 2006 to June 30, 2007, price per day per inmate for the FCC shall be $49.55. SCF is anticipated for completion by July 2007. Upon completion and readiness for occupancy, the daily bed rate for the services offered shall be under the 2nd –Tier Per Diem Structure.

2nd -Tier Per Diem Structure:

Effective July 1, 2006 to June 30, 2007, price per day per inmate for the RRCC shall be $57.00. SCF is anticipated for completion by July 2007. Upon completion and readiness for occupancy, the daily bed rate for the services offered shall be under this 2nd –Tier Per Diem Structure.

Subject to legislative appropriations, on July 1 of each contract year, beginning July 1, 2007, the basic daily fee shall increase by 2.5% or by the previous year's Consumer Price Index for all Urban Consumers, West Region (CPI-U West Region) as prepared by the United States Bureau of Labor Statistics (available at http://data.bls.gov/cgi-bin/surveymost?cu), whichever is greater, but not to exceed 3%.

Funding for the first fiscal year of this agreement is based on the following estimated calculations:

FCC:	estimated 60 inmates x $49.55 per diem/inmate x 365 days	=	$1,085,145.00
RRCC:	estimated 154 inmates x $57.00 per diem/inmate x 365 days	=	$3,203,970.00
	estimated 1 inmate x $57.00 per diem/inmate x 190 days	=	$ 10,830.00
Total Funding Estimated for 7/01/06 through 6/30/07			$4,299,945.00

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.

2. The daily per diem rates shall include all costs associated with the carrying out of the terms of this Contract, including treatment services. Treatment services shall include personal counseling, educational services, substance abuse treatment, vocational programming and all inmate services as specified in this Agreement.

3. The PA 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 PA 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 below.

   The State shall not be responsible for health care, any illness or injuries, or any cost incurred while an inmate is on escape status or resulting from the negligence or fault of the PA or the PA's employees or agents.

4. 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 PA 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 PA.

5. If the PA charges any other entity a per diem for the provision of the exact same services set out herein at the Facility that is lower than specified in this Exhibit, the PA agrees to notify the State of Hawaii of such, and will, upon request of the State of Hawaii, agrees to amend this Contract to reduce the State of Hawaii's per diem to the lower per diem amount on the same day the lower fee becomes effective for the other entity under similar terms and conditions contained in the other entity's contract.

B. INVOICING & PAYMENT

1. The PA shall submit an advance copy of the following monthly invoices via facsimile (808) 837-8026 for accuracy and verification of information:

1) Housing Per Diem Invoice
2) Medical Services and HIV/HEP C Invoices
3) Workline Wages Invoice
4) Miscellaneous Invoice (i.e. telephone charges for video visits, etc.)

2. Original invoices shall be mailed to:

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

   Attn: Mainland Branch Administrator

All invoices shall reference the contract number and solicitation number. If any invoices are sent via Federal Express, please call the PSD Mainland Branch Administrator.

3. Pursuant to Section 103-10, Hawaii Revised Statutes, the State of Hawaii shall have up to 30 calendar days after receipt of the original invoice to make payment. A facsimile copy shall not serve as the original copy. The State will take all reasonable steps to effect payment to the PA by wire transfer. All payments shall be made in accordance with and subject to Chapter 40, Hawaii Revised Statutes.

4. The PA shall not be responsible for paying workline wages of the Hawaii female inmates.

5. **Final Payment Requirements.** The PA is required to submit a tax clearance certificate for final payment on the contract. 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.

GENERAL CONDITIONS

1. Representations and Conditions Precedent

1.1 Agreement Subject to the Availability of State and Federal Funds.

1.1.1 State Funds. This Agreement is, at all times, subject to the appropriation of state funds, and may be terminated without liability to either the PROVIDER or the STATE in the event that state funds are not appropriated or available.

1.1.2 Federal Funds. To the extent that this Agreement is funded partly or wholly by federal funds, this Agreement is subject to the availability of such federal funds. The portion of this Agreement that is to be funded federally shall be deemed severable, and such federally funded portion may be terminated without liability to either the PROVIDER or the STATE in the event that federal funds are not available. In any case, this Agreement shall not be construed to obligate the STATE to expend state funds to cover any shortfall created by the unavailability of anticipated federal funds.

1.2 Representations of the PROVIDER. As a necessary condition to the formation of this Agreement, the PROVIDER makes the representations contained in this paragraph, and the STATE relies upon such representations as a material inducement to entering into this Agreement.

1.2.1 Compliance with Laws. As of the date of this Agreement, the PROVIDER complies with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Agreement.

1.2.2 Licensing and Accreditation. As of the date of this Agreement, the PROVIDER holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes and rules to provide the Required Services under this Agreement.

1.3 Compliance with Laws. The PROVIDER shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Agreement, including but not limited to the laws specifically enumerated in this paragraph:

1.3.1 Smoking Policy. The PROVIDER shall implement and maintain a written smoking policy as required by Chapter 328K, Hawai'i Revised Statutes, or its successor provision.

1.3.2 Drug Free Work Place. The PROVIDER shall implement and maintain a drug free work place as required by the Drug Free Workplace Act of 1988, or its successor.

1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (20 U.S.C. §701, et seq.).

1.3.4 Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

1.4 Insurance. The PROVIDER shall obtain, maintain, and keep in force throughout the period of this Agreement liability insurance (the "Liability Insurance") issued by an insurance company in a combined amount of at least ONE MILLION AND NO/100 DOLLARS ($1,000,000.00), or such lesser amount requested in writing by the PROVIDER and, for good cause shown, approved by the head of the purchasing agency, which approval, if any, is incorporated herein by reference, for bodily injury and property damage liability arising out of each occurrence. The Liability Insurance shall provide that it is the primary insurance for the State of Hawai'i, the purchasing agency, and their officers, employees, and agents for any liability arising out of or resulting from occurrences connected with the PROVIDER's performance under this Agreement. Prior to or upon execution of this Agreement, the PROVIDER shall obtain a certificate of insurance verifying the existence of the necessary liability insurance coverage, including the coverage of the State of Hawai'i, and its officers, employees, and agents. If the scheduled expiration date of the liability insurance policy is earlier than the expiration date of the time for performance under this Agreement, the PROVIDER, upon renewal of the policy, shall promptly cause to be provided to the STATE an updated certificate of insurance. The certificates of insurance shall expressly provide that the insurance policy shall not be cancelled unless the insurance company has first given to the STATE thirty (30) calendar days' written notice of the intended cancellation.

1.5 Notice to Clients. Provided that the term of this Agreement is at least one year in duration, within ONE HUNDRED AND EIGHTY (180) days after the effective date of this Agreement, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Agreement, and for the transition to services supplied by another provider upon termination of this Agreement, regardless of the circumstances of such termination. These procedures shall include, at the minimum, timely notice to such clients of the termination of this Agreement, and appropriate counseling.

1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in Exhibit "B" to this Agreement if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this Agreement, and listing expenditures actually incurred in the performance of this Agreement. The PROVIDER shall return any unexpended funds to the STATE.

1.7 Conflicts of Interest. In addition to the Certification provided in Exhibit "C" to this Agreement, the PROVIDER represents that neither the PROVIDER, nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER's performance under this Agreement.

1.8 Compliance with Managed Process. If this Agreement was entered into between July 20, 1998, aand July 1, 2001, and extends beyond June 30, 2001, it is subject to a single review pursuant to the managed process developed pursuant to part III, section 6 of Act 230, 1998 Haw. Sess. Laws 785, 787. Pursuant to the managed process review, this Agreement may be cancelled, renegotiated, continued, or extended by the State.

2. Documents and Files

2.1 Confidentiality of Material.

2.1.1 All material given to or made available to the PROVIDER by virtue of this Agreement that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

2.1.2 All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, or its successor, and any other applicable body of law concerning information practices or confidentiality.

2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Agreement, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Agreement. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Agreement.

2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Agreement, and any cost or pricing data for three (3) years from the date of final payment under the Agreement. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, which ever occurs later. During the period that records are retained under this section, the PROVIDER and any subcontractors shall allow the STATE free and unrestricted access to such records.

3. Relationship between Parties

3.1 Coordination of Services by the STATE. The head of the purchasing agency, (which term includes the designee of the head of the purchasing agency), shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Agreement. The PROVIDER shall maintain communications with the head of the purchasing agency at all stages of the PROVIDER's work, and submit to the head of the purchasing agency for resolution any questions which may arise as to the performance of this Agreement.

3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Agreement, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, showing that all delinquent taxes, if any, levied or accrued under

state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Agreement shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS, or its successor provision.

3.3 Change of name. When the PROVIDER asks to change the name in which it holds this Agreement with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency Procurement Officer") shall, upon receipt of a document acceptable or satisfactory to the Agency Procurement Officer indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Agreement with the PROVIDER to effect the change of name. Such amendment to this Agreement changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Agreement are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Agreement under Section 4.1 of these general conditions.

3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

3.4.1 In the performance of services required under this Agreement, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Agreement; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Agreement.

3.4.2 Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the Provider under this Agreement, and the PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.

3.4.3 The PROVIDER and the PROVIDER's employees and agents are not by reason of this Agreement, agents or employees of the State for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless

specifically authorized in writing by the DIRECTOR, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or agents shall be attributed to the STATE, unless specifically adopted by the DIRECTOR in writing.

3.4.4 The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Agreement. Furthermore, the PROVIDER intentionally, voluntarily, and knowingly assumes the sole and entire liability to the PROVIDER's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by the PROVIDER, or the PROVIDER's employees or agents in the course of their employment.

3.4.5 The PROVIDER shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the PROVIDER by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The PROVIDER also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Agreement.

3.4.6 The PROVIDER shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, in accordance with section 237-9, HRS, or its successor provision, and shall comply with all requirements thereof. The PROVIDER shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai'i, showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid and submit the same to the STATE prior to commencing any performance under this Agreement. The PROVIDER shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 237-45, HRS, or their successor provisions, and these General Conditions.

3.4.7 The PROVIDER is responsible for securing all employee-related insurance coverage for the PROVIDER and the PROVIDER's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

3.5 Personnel Requirements.

3.5.1 The PROVIDER shall secure, at the PROVIDER's own expense, all personnel required to perform this Agreement, unless otherwise provided in this Agreement.

3.5.2 The PROVIDER shall ensure that the PROVIDER's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Modification and Termination of Agreement

4.1 Modifications of Agreement.

4.1.1 In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement permitted by this Agreement shall be made by written amendment to this Agreement, signed by the PROVIDER and the STATE.

4.1.2 No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Agreement shall be permitted.

4.1.3 Tax clearance. The STATE may, at its discretion, require the PROVIDER to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement, a tax clearance from the Director of Taxation, State of Hawai'i, showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid.

4.2 Termination in General. This Agreement may be terminated in whole or in part for a reduction in funds available to pay the PROVIDER, or when, in its sole discretion, the STATE determines (i) that there has been a change in the conditions upon which the need for the Required Services was based, (ii) that the PROVIDER has failed to provide the Required Services adequately or satisfactorily, or (iii) that other good cause for the whole or partial termination of this Agreement exists. Termination under this section shall be

made by a written notice sent to the PROVIDER ten (10) working days prior to the termination date that includes a brief statement of the reason for the termination.

4.3 Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Agreement may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this section, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Agreement up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.4 Termination by Contractor. The PROVIDER may withdraw from this Agreement after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.5 State's Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the PROVIDER under this Agreement, any amounts owed to the State of Hawai'i by the PROVIDER under this Agreement, or any other agreement, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by agreement with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

5. Indemnification

5.1 Indemnification and Defense. The PROVIDER shall defend, indemnify, and hold harmless the State of Hawai'i, the contracting agency, and their officers,

employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of the PROVIDER or the PROVIDER's employees, officers, agents, or subcontractors under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

5.2 Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the PROVIDER in connection with this Agreement, the PROVIDER shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.

6. Miscellaneous Provisions

6.1 Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

6.2 Publicity. Any and all publicity that the PROVIDER may undertake in connection with the Required Services, shall be subject to the limitations of Section 3.4.3 of these General Conditions, and the requirements of this section:

6.2.1 Acknowledgment of State Support. Subject to the limitations of Section 3.4.3 of these General Conditions, the PROVIDER shall, in all news releases, public statements, announcements, broadcasts, posters, programs, computer postings, and other printed, published, or electronically disseminated materials relating to the PROVIDER's performance under this Agreement, acknowledge the support by the State of Hawai'i and the purchasing agency through appropriations made by the Legislature of the State of Hawai'i.

6.2.2 The PROVIDER shall not refer to the STATE, or any office, agency, or officer thereof, or any State employee, including the head of the purchasing agency, the chief procurement officer, the DIRECTOR, the Agency procurement officer, or to the services or goods, or both, provided under this Agreement, in any of the PROVIDER's publicity not related to the PROVIDER's performance under this Agreement, including but not limited to commercial advertisements, recruiting materials, and solicitations for charitable donations.

6.3 Section Headings. The section headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They shall not be to define, limit or extend the scope or intent of the sections to which they pertain.

6.4 Antitrust Claims. The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Agreement, except as to overcharges which result from violations commencing after the price is established under this Agreement and which are not passed on to the STATE under an escalation clause.

6.5 Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.

6.6 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Agreement became effective shall control and are hereby incorporated by reference.

6.7 Entire Agreement. This Agreement sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Agreement. This Agreement supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.

6.8 Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.

6.9 Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Agreement shall not constitute or be

deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Agreement. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai'i Revised Statutes, and does not include other provisions or statutory sections in this Agreement shall not constitute a waiver or relinquishment of the STATE's rights or the PROVIDER's obligations under the Procurement Rules or statutes.

6.10 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

FORM A-6
(REV. 10/2004)

STATE OF HAWAII — DEPARTMENT OF TAXATION

TAX CLEARANCE APPLICATION

PLEASE TYPE OR PRINT CLEARLY

1. APPLICANT INFORMATION: (PLEASE PRINT CLEARLY)

Applicant's Name: Corrections Corporation of America

Address: 10 Burton Hills Boulevard

City/State/Zip Code: Nashville, Tennessee 37215

DBA/Trade Name: CCA

2. TAX IDENTIFICATION NUMBER(S): *(Complete applicable ID numbers)*

FEDERAL EMPLOYER ID # (FEIN) _____

SOCIAL SECURITY #(SSN) _____

3. APPLICANT IS A/AN: (CHECK ONLY ONE BOX)

- ☑ CORPORATION
- ☐ S CORPORATION
- ☐ TAX EXEMPT ORGANIZATION
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ ESTATE
- ☐ TRUST
- ☐ LIMITED LIABILITY COMPANY
- ☐ LIMITED LIABILITY PARTNERSHIP
- ☐ Single Member LLC disregarded as separate from owner; enter owner's FEIN/SSN _____

4. THE TAX CLEARANCE IS REQUIRED FOR:

- ☑ CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII *
- ☐ LIQUOR LICENSE *
- ☐ REAL ESTATE LICENSE
- ☐ CONTRACTOR LICENSE
- ☐ BULK SALES
- ☐ FINANCIAL CLOSING
- ☐ PROGRESS PAYMENT
- ☐ PERSONAL
- ☐ HAWAII STATE RESIDENCY
- ☐ FEDERAL CONTRACT
- ☐ LOAN
- ☐ SUBCONTRACT
- ☑ OTHER with HI but on mainland

** IRS APPROVAL STAMP IS ONLY FOR PURPOSES INDICATED BY ASTERISK.*

5. NO. OF CERTIFIED COPIES REQUESTED: 3

6. SIGNATURE:

David Garfinkle
PRINT NAME

Vice President, Finance
PRINT TITLE: Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, Executor

SIGNATURE

6/13/06
DATE

(615) 263 .3008
TELEPHONE

(615) 263 .3010
FAX

FOR OFFICE USE ONLY

BUSINESS START DATE IN HAWAII IF APPLICABLE
/ /

HAWAII RETURNS FILED IF APPLICABLE
20____ 20____ 20____
20____ 20____ 20____

STATE APPROVAL STAMP
JUN 17 2006
per
Department of Taxation

IRS APPROVAL STAMP
INTERNAL REVENUE SERVICE
APPROVED
91-0616
JUN 28 2006
per
W & I Hilo

CERTIFIED COPY STAMP
W & I HILO
This copy is acceptable as a substitute for the original tax clearance certificate issued.
Robert L. Trujillo
Internal Revenue Service

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, or Executor, a power of attorney (State of Hawaii, Department of Taxation, Form N-848) must be submitted with this application. If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required. Applications submitted without proper authorization will be sent to the address of record with the taxing authority. UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.
PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.
SEE PAGE 2 ON REVERSE & SEPARATE INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

ACORD CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE 04/05/2006

PRODUCER 877-945-7378

Willis North America, Inc. - Regional Cert Center
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Corrections Corporation of America
10 Burton Hills Blvd.
Nashville, TN 37215

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Steadfast Insurance Company	26387-000
INSURER B: American Home Assurance Company	19380-001
INSURER C: American International Specialty Lines In	26883-005
INSURER D: Steadfast Insurance Company	26387-002
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC		4/1/2006	4/1/2007	EACH OCCURRENCE	$ 5,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$ 5,000,000
						GENERAL AGGREGATE	$ 15,000,000
						PRODUCTS - COMP/OP AGG	$ 5,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO		4/1/2006	4/1/2007	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
B		ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		4/1/2006	4/1/2007	BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
C		EXCESS LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000		4/1/2006	4/1/2007	EACH OCCURRENCE	$ 25,000,000
						AGGREGATE	$ 25,000,000
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS / OTHER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
D		OTHER Health Care Professional Liability		4/1/2006	4/1/2007	$5,000,000 Per Medical Incident $5,000,000 Aggregate	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

It is agreed that State of Hawaii is included as Additional Insured as respects to General Liability.

It is agreed by that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this general liability policy.

CERTIFICATE HOLDER

State of Hawaii
Dept. of Public Safety
919 Ala Moana Blvd., Room 413
Honolulu, HI 96814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.