STATE OF HAWAII

# SUPPLEMENTAL CONTRACT NO. 2

## TO CONTRACT 55331

(Insert contract number or other identifying information)

This Supplemental Contract No. 2, executed on the respective dates indicated below, is effective as of June 28, 2007, between the Department of Public Safety, State of
(Insert name of state department, agency, board or commission)
("STATE"), by its Interim Director,
(Insert title of state officer executing contract)
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is 919 Ala Moana Boulevard, Room 400, Honolulu, Hawaii 96814, and the City of Eloy (Provider) and Corrections Corporation of America (Provider's Administrator, "PA") ("CONTRACTOR"), a government entity and its administrator, a corporation
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the CONTRACTOR)
under the laws of the State of Maryland (for the PA), whose business address and federal and state taxpayer identification numbers are as 628 North Main Street, Eloy, AZ 85231; FEIN: --------; and 10 Burton Hills Boulevard, Nashville, TN 37215; FEIN respectively

## RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into Contract 55331
(Insert contract number or other identifying information)
dated June 30, 2006, which was amended by Supplemental Contract No(s) 1 dated February 05, 2007 (hereafter collectively referred to as "Contract") whereby the CONTRACTOR agreed to provide the goods or services, or both, described in the Contract; and

B. WHEREAS, the parties now desire to amend the Contract.

NOW, THEREFORE, the STATE and the CONTRACTOR mutually agree to amend the Contract as follows: (Check Applicable box(es))

- ☐ Amend the SCOPE OF SERVICES according to the terms set forth in Attachment- which is made a part of the Contract.
- ☒ Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment-S2, which is made a part of the Contract.
- ☐ Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment-S3, which is made a part of the Contract.
- ☒ Amend the SPECIAL CONDITIONS according to the terms set forth in Attachment-S6 SUPPLEMENTAL SPECIAL CONDITIONS, which is made a part of the Contract.

A tax clearance certificate from the State of Hawaii ☐ is ☒ is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

A tax clearance certificate from the Internal Revenue Service ☐ is ☒ is not to be submitted to the STATE prior to commencing any performance under this Supplemental

The entire Contract, as amended herein, shall remain in full force and effect.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the below, to be effective as of the date first above written.

**STATE**

(Signature)

Clayton A. Frank
(Print Name)

Interim Director
(Print Title)

6/28/07
(Date)

**PROVIDER**

CITY OF ELOY
(Name of Contractor)

(Signature)

FRANK C. ACUNA III
(Print Name)

VICE-MAYOR *
(Print Title)

6-25-07
(Date)

**APPROVED AS TO FORM:**

Deputy Attorney General

**PROVIDER'S ADMINISTRATOR**

CORPORATE SEAL
(If available)

CORRECTIONS CORPORATION OF AMERICA
(Name of Contractor)

(Signature)

ANTHONY L. GRANDE
(Print Name)

V.P. STATE CUSTOMER RELATIONS
(Print Title)

6-13-07
(Date)

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

# CERTIFICATE OF THE SECRETARY
# OF
# CORRECTIONS CORPORATION OF AMERICA

The undersigned, G. A. Puryear IV, the Secretary of Corrections Corporation of America, hereby certified that he has been duly elected, is qualified and is acting in such capacity and that, as such, he is familiar with the matters herein certified and is duly authorized to certify the same, and further certifies that:

Anthony L. Grande, is a duly appointed, qualified and acting Vice President of the Company, and, in such capacity, is authorized to respond to and enter into, in the name and on behalf of the Company, any and all contracts for the operation and management of correctional and detention facilities by the Company.

IN WITNESS WHEREOF, the undersigned has signed this Certificate as of the 7th day of June, 2007.

G. A. Puryear IV

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me on this the 7th day of June, 2007, by G.A. Puryear IV, who is personally known to me.

NOTARY PUBLIC

My commission expires:

ALICE ROGAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 3, 2011

STATE OF HAWAII

# PROVIDER'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of CITY OF ELOY, PROVIDER, the undersigned does declare as follows:

1. PROVIDER ☐ is* ☑ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PROVIDER

By Frank C. Acuna III
(Signature)

Print Name FRANK C. ACUNA III

Print Title VICE-MAYOR

Name of PROVIDER CITY OF ELOY

Date 6-25-07

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of $10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

STATE OF HAWAII

# PROVIDER'S ACKNOWLEDGMENT

STATE OF ARIZONA )
) SS.
COUNTY OF PINAL )

On this _____ day of _____, _____ before me appeared FRANK C. ACUNA III and _____, to me known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are Vice-Mayor and _____ of CITY OF ELOY, the PROVIDER named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the PROVIDER, and acknowledges that he/she/they executed said instrument as the free act and deed of the PROVIDER.

(Notary Seal)
"OFFICIAL SEAL"
Veronica Castillo
Notary Public-Arizona
Pima County
My Commission Expires 11/8/2009

Veronica Castillo
(Signature)
Veronica Castillo
(Print Name)
Notary Public, State of AZ
My commission expires: 11/8/09

STATE OF HAWAII

# PROVIDER'S ADMINISTRATOR'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of CORRECTIONS CORPORATION OF AMERICA, PROVIDER'S ADMINISTRATOR, the undersigned does declare as follows:

1. PROVIDER'S ADMINISTRATOR ☐ is* ☒ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. PROVIDER'S ADMINISTRATOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. PROVIDER'S ADMINISTRATOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. PROVIDER'S ADMINISTRATOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

PROVIDER'S ADMINISTRATOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PROVIDER'S ADMINISTRATOR

By _____ (Signature)

Print Name Anthony L. Grande

Print Title Vice President of State Customer Relations

Name of PROVIDER'S ADMINISTRATOR CORRECTIONS CORPORATION OF AMERICA

Date 6-13-07

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of $10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

AG-010 Rev 11/15/2005

**STATE OF HAWAII**

# PROVIDER'S ADMINISTRATOR ACKNOWLEDGMENT

STATE OF TENNESSEE )
) SS.
COUNTY OF DAVIDSON )

On this 13th day of June, 2007 before me appeared ANTHONY L. GRANDE and _____, to me known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are Vice-President State Customer Relations and _____ of CORRECTIONS CORPORATION OF AMERICA, the PROVIDER'S ADMINISTRATOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the PROVIDER'S ADMINISTRATOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the PROVIDER'S ADMINISTRATOR.

ANDREA J. WILCOXEN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
(Notary Seal)

My Commission Expires JULY 19, 2008

Andrea J. Wilcoxen
(Signature)
Andrea J. Wilcoxen
(Print Name)
Notary Public, State of Tennessee
My commission expires: July 19, 2008

Attachment – S2
STATE OF HAWAII

# COMPENSATION AND PAYMENT SCHEDULE

## COMPENSATION

The contract amount is increased for the following periods: June 5, 2007 up to and including June 30, 2007 and July 1, 2007 up to and including November 12, 2007 by the following amounts:

**Housing Per Diem** funding is based on the following estimated calculations:

| Estimated Time of Performance | Facility | Estimated No of inmates | Per diem | Estimated No of days | Estimated Total Cost |
|---|---|---|---|---|---|
| FY 07 6/5 to 6/30/07 | Redrock | 140 | $ 57.00 | 26 | $ 207,480.00 |
| FY 08 7/1/07 to 11/12/07 | Redrock | 600 | $ 58.43 | 135 | $4,732,830.00 |
| FY 08 7/1/07 to 11/12/07 | Saguaro | 600 | $ 58.43 | 135 | $4,732,830.00 |
| | | | Total Cost | | $9,673,140.00 |

All other terms and conditions remain unchanged.

*For calculation of increase in per diem rate, refer to attached.

Attachment – S2
STATE OF HAWAII

# COMPENSATION AND PAYMENT SCHEDULE

Calculation of increase in per diem amount for Arizona facilities:

**Series Id:** CUUR0400SA0,CUUS0400SA0
Not Seasonally Adjusted
**Area:** West urban
**Item:** All items
**Base Period:** 1982-84=100

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Annual | HALF1 | HALF2 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1997 | 159.6 | 160.1 | 160.8 | 161.1 | 161.1 | 161.0 | 161.1 | 161.5 | 162.1 | 162.8 | 162.8 | 162.8 | 161.4 | 160.6 | 162.2 |
| 1998 | 163.0 | 163.2 | 163.3 | 163.6 | 164.3 | 164.2 | 164.3 | 164.8 | 165.1 | 165.5 | 165.8 | 165.8 | 164.4 | 163.6 | 165.2 |
| 1999 | 166.4 | 166.9 | 167.3 | 169.0 | 168.7 | 168.3 | 168.9 | 169.5 | 170.0 | 170.4 | 170.4 | 170.5 | 168.9 | 167.8 | 170.0 |
| 2000 | 171.0 | 172.0 | 173.5 | 173.7 | 174.0 | 174.3 | 175.2 | 175.9 | 176.6 | 177.2 | 177.2 | 177.1 | 174.8 | 173.1 | 176.5 |
| 2001 | 178.3 | 179.3 | 180.1 | 180.4 | 181.3 | 182.0 | 182.0 | 181.9 | 182.5 | 182.5 | 182.3 | 181.6 | 181.2 | 180.2 | 182.1 |
| 2002 | 182.4 | 183.2 | 184.0 | 185.1 | 184.8 | 184.5 | 184.7 | 185.3 | 185.7 | 185.8 | 185.8 | 185.5 | 184.7 | 184.0 | 185.5 |
| 2003 | 186.6 | 188.1 | 189.3 | 188.8 | 188.5 | 188.1 | 188.4 | 189.2 | 189.6 | 189.4 | 188.5 | 188.3 | 188.6 | 188.2 | 188.9 |
| 2004 | 189.4 | 190.8 | 192.2 | 192.3 | 193.4 | 193.3 | 192.9 | 193.0 | 193.8 | 195.0 | 195.1 | 194.2 | 193.0 | 191.9 | 194.0 |
| 2005 | 194.5 | 195.7 | 197.1 | 198.6 | 198.8 | 198.0 | 198.6 | 199.6 | 201.7 | 202.6 | 201.4 | 200.0 | 198.9 | 197.1 | 200.7 |
| 2006 | 201.7 | 202.7 | 203.8 | 205.3 | **206.9** | 206.4 | 206.7 | 207.5 | 207.8 | 207.1 | 206.3 | 206.2 | 205.7 | 204.5 | 206.9 |
| 2007 | 207.790 | 208.995 | 210.778 | **212.036** | | | | | | | | | | | |

212.036 –206.9 (Apr 07 index – May 06 index) / 206.9 = 0.0248235 or 2.48%

Per terms and conditions: "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 as prepared by the United States Bureau of Labor Statistics, whichever is greater, but not to exceed 3%."

Original per diem amount: $57.00 Increase: $1.43 ($57.00 x .025) **New per diem amount: $58.43**

Attachment – S4

STATE OF HAWAII

# CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

**1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development ("DHRD").***

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature) (Date) 6/28/07

Clayton A. Frank
(Print Name)

Interim Director
(Print Title)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

(1) It involves the delivery of completed work or product by or during a specific time;
(2) There is no employee-employer relationship; and
(3) The authorized funding for the service is from other than the "A" or personal services cost element.

**NOTE:** Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

**2. By the Director of DHRD, State of Hawaii.**

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature) (Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)

Attachment – S6

STATE OF HAWAII

# SUPPLEMENTAL SPECIAL CONDITIONS

Appendices B and D of Exhibit A are changed as indicated herein:

Items that are deleted are "bracketed" and crossed-out, items that have be added are underlined.

# 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 TCUDSII, 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 TCUDSII 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 a 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~~]aimed 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[~~,~~] that address cognitive restructuring and initial in-roads to cognitive processes, with homework and Journal requirements outside of the classroom for a period of 20 weeks. Contingent upon inmate availability and meeting room size, the format for [~~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 t~~]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, t~~]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 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.~~]

<u>Service Activities</u> 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~~] TCUDSII;

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.~~] 5. Legal issues;

[~~7.~~] 6. Social and psychological functioning and the impairment of function to each factor.

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

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

C. Treatment Planning

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.~~] E. 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.~~]