

CONTRACT
BETWEEN
STATE OF TENNESSEE
DEPARTMENT OF CORRECTION
AND
CORRECTIONS CORPORATION OF AMERICA

This Contract is made as of the 28 day of Feb, 1997 ^{DAM} between the Department of Correction, State of Tennessee, ("State") and Corrections Corporation of America.

WITNESSETH:

WHEREAS, the State is authorized by law to enter into a Contract for the private management of a correctional facility, pursuant to T.C.A. § 41-24-101 et seq.; and

WHEREAS, the Contractor has the experience and resources to manage a correctional facility;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the State and Contractor hereby agree as follows:

ARTICLE 1

DEFINITIONS

ACA - means the American Correctional Association.

ACA Standards - means the Standards for Adults Correctional Institutions (Third Edition, January 1990, as the same may be modified, amended, or supplemented now or in the future) published by ACA.

Commissioner - means the Commissioner of the Tennessee Department of Correction.

Contract - means this Document, together with all written attachments, exhibits, amendments and modifications and incorporating by reference herein, (1) the Request for Proposals, including exhibits and amendments; and (2) the proposal, including amendments and/or written clarifications.

Contract Monitoring Unit - means the Tennessee Department of Correction unit responsible for monitoring the quantity and quality of services required and the reporting obligations of the Contractor, and for carrying out the liaison responsibilities between the State and the Contractor.

Contract Liaison - means a person or persons assigned to the Contract Monitoring Unit and appointed and paid by the state to monitor the implementation of this Contract and/or to act as the Commissioner's designee. The Contract Liaison will also be the official liaison between the State and Contractor on matters pertaining to the operation and management services of the

facility and may perform other functions described in Department policies. The Contractor shall be notified of the identity of any Contract Liaison in writing signed by the Commissioner.

Contractor - means Corrections Corporation of America.

Court Orders - means any orders, judgments or opinions issued by a court of competent jurisdiction or any stipulations, agreements or plans entered into in connection with litigation that are applicable to the operation, management or maintenance of the Facility or relate to the care and custody of Inmates of the Facility, whether currently existing or as may be rendered in the future.

Department - means the Tennessee Department of Correction.

Document - means this document with attached appendix, excluding the RFP and Proposal.

Effective Date of Contract - means the date stated on page one of this Contract.

Facility - means the correctional institution in Wayne County, Tennessee, including adjacent real property described in Section 3.1, for the incarceration of male felony offenders sentenced to the care, custody and control of the Department, known as the South Central Correctional Center (SCCC).

Indigent Inmates - means Inmates who are deemed indigent as defined by Department Policy 504.04, as said policy may be amended.

Inpatient Hospital Costs - means any expenses incurred as a result of an Inmate's admission to a medical care facility, and expenses incurred as a result of out-patient treatment for emergency medical services.

Inmate - means any male felony offender sentenced to the Department and assigned to the Facility by the Department.

Inmate Day - means each calendar day or part thereof that an Inmate is located at the Facility, including the first, but not the last day of incarceration at the Facility.

Local Area - means Wayne, Hardin, Lawrence, Giles, Lincoln, Marshall, Maury, Lewis, Williamson, Hickman, Dickson, Humphreys, Perry, Houston, Benton, Henry, Weakley, Carroll, Henderson, Decatur, Gibson, Crockett, Madison Haywood, Chester, Fayette, Hardeman, and McNairy counties in Tennessee.

Per Diem Rate - means cost per Inmate, per Inmate Day.

Partial Default - means default of a portion of the services to be rendered by the Contractor under this Contract due to Contractor's failure to perform.

Partial Takeover - means the State's discretionary assumption of a portion of the services to be rendered by the Contractor under this Contract not resulting from Contractor's failure to perform.

Policy Directive - means formal statement of the State's correctional policy on a given subject.

All Policy Directives shall not conflict with administrative rules or statutes or applicable American Correctional Association standards.

Operating Procedure - means a statement of procedure implementing a policy directive. One is not to be issued as a substitute for an administrative rule or policy directive. Procedures identify who does what and when to implement a policy or rule.

Post Orders - means a written, step-by-step description for an employee on how to perform a specific job. A "post order" may be considered a job outline. Post Orders are similar to an operating procedure and may even be a portion of one.

Proposal - means the Contractor's Proposal of October 30, 1996.

RFP - means the Request for Proposals issued by the Department and identified as RFS 97-329.44-002, together with the following amendments: Amendment 1 (10/7/96), Amendment 2 (10/11/96) and Amendment 3 (10/17/96).

Service Commencement Date - means 12:00 noon February 28, 1997.

Standards - means the standards to which Contractor's performance under this Contract must conform pursuant to Section 5.1 of the Contract.

State - means the State of Tennessee, including but not limited to the Department.

TOMIS - means the Tennessee Offender Management Information System, a mainframe computer system that automates the management of information about offenders under the supervision of the Tennessee Department of Correction. TOMIS captures all offender related information at the point of origin to provide accurate and timely information to those who use it.

TRICOR - means the Tennessee Rehabilitation Initiative in Corrections.

ARTICLE 2

TERM & SCOPE OF THE CONTRACT

Section 2.1 Term

(a) The term of this Contract shall be from the Effective Date of Contract until three (3) years after the Service Commencement Date, February 28, 1997, unless terminated earlier pursuant to the terms hereof. This term requires three (3) years of management service ending at 12:00 noon on February 29, 2000.

(b) The State shall have an option to renew the Contract upon the same terms and conditions for an additional twenty-four (24) month period by giving the Contractor written notice of its intent to exercise such option on or before November 1, 1999; provided, however, exercise of the option to renew is solely within the discretion of the State.

Section 2.2 Scope of the Agreement

(a) This Contract, including the documents incorporated by reference, shall constitute the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party that are not contained in the Contract shall be valid or binding with the exception of Opinion of Contractor's Counsel described in Section 11.11. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

(b) Contractor agrees to perform all acts and services and comply with all duties and promises as described in this Contract.

(c) State agrees to perform all of its obligations described in the RFP and this Document.

ARTICLE 3
FACILITY AND PROPERTY

Section 3.1 Lease and Possession of Facility.

(a) The State leases to the Contractor the real property described in Appendix A together with all improvements thereon (the Facility), subject to the State's right to the following:

- (i) to enter and inspect; and/or
- (ii) to construct additional buildings or expand the capacity of existing buildings.

(b) Contractor shall provide for maintenance, repair, and replacement for the Facility and shall keep said Facility in good repair, working order and condition, subject to normal wear and tear. Contractor shall be responsible for all expenses incurred in said maintenance, repair and replacement, subject to Section 3.9.

(c) The Contractor shall maintain the Facility in accordance with all applicable fire, building, life safety, and handicapped accessibility codes.

(d) The Contractor shall comply with any seller's or manufacturer's recommendations regarding maintenance of the Facility which are provided to the Contractor.

(e) The Contractor shall implement the system for vermin and pest control, trash and garbage disposal, and hazardous waste management described in the Proposal.

(f) Contractor agrees that the Facility will be used only for the purposes described in this Contract and shall not allow or suffer any waste at the Facility. Contractor shall not harvest

any timber at the Facility or extract any other resource at the Facility unless agreed to in writing by the Commissioner.

Section 3.2 No Warranty. The State leases the Facility to Contractor as is and with all faults and make no express or implied warranties regarding the Facility, including but not limited to warranties regarding fitness for-particular purpose and hereby disclaims any and all express or implied warranties.

Section 3.3 State Property.

(a) The State shall furnish the Facility with the property, including telephone and related wiring, listed in Appendix B on or before Service Commencement Date.

(b) All property furnished by the State shall remain at the Facility unless its location must be moved for maintenance, repair or replacement. Any removal of said property shall only be made with the prior written consent of the Liaison.

(c) The State shall be responsible for the installation of the property described in subsection (a).

(d) Effective on the Service Commencement Date, the State hereby leases to the Contractor said property described on Appendix B.

(e) The State leases the property on Appendix B to Contractor as is and with all faults and makes no express or implied warranties regarding said property including but not limited to warranties regarding fitness for a particular purpose and hereby disclaims any and all express or implied warranties.

Section 3.4 Additional Property.

(a) Contractor shall provide and install in the Facility any additional equipment as well as all necessary perishables and other items necessary for Contractor to comply with its obligations under this Contract including but not limited to cleaning/housekeeping equipment and supplies.

(b) Upon written agreement by the parties without a Contract amendment, the parties may agree to revise the State equipment list on Appendix B. Said agreement must be in writing signed by the Commissioner and the Contractor.

Section 3.5 Insurance. The Contractor shall obtain and keep in force insurance on all property to be located at the Facility, whether said property is supplied by the Contractor or State.

Section 3.6 Ownership of property at termination.

(a) At the conclusion of the Contract, whether by expiration or termination, all equipment, perishables, supplies and any other property, whether real or personal, including but not limited to Inmate files, fiscal records and any other records used at the Facility or purchased with state funds shall become the property of the State, whether initially acquired by the Contractor or the State.

(b) At the conclusion of the Contract, whether by expiration or termination, the facility and property furnished by the State shall be returned to the State in good order and in the condition received, reasonable use and wear thereof excepted, provided that if any property provided by the State is destroyed, lost or stolen and has not been replaced, the Contractor shall

be responsible to the State for the residual value of said property at the time of loss and said value may be withheld from any amounts owed Contractor.

(c) Contractor agrees that no security interest will attach to any property used at the Facility whether purchased by State or Contractor. In the event a security interest is created on any of said property, Contractor agrees to immediately notify the Liaison in writing and cause said security interest to be extinguished within thirty (30) days.

Section 3.7 Manuals. The State will provide Contractor with a copy of all equipment manuals, a set of as-built drawings, and any warranties affecting the property leased to Contractor under Section 3.3 and affecting the Facility.

Section 3.8 Maintenance.

(a) The Contractor shall be responsible for the maintenance, repair, and replacement of all property of any nature whatsoever located at the Facility at Contractor's expense whether said property is furnished by the State or the Contractor, subject to Section 3.9.

(b) The Contractor shall implement the plan, including the preventive maintenance program, contained in its Proposal to maintain the Facility and all property contained therein.

(c) Contractor shall comply with TDOC Policy 108.01 as it may be amended during the term of the Contract.

(d) The Contractor shall comply with any seller's or manufacturer's recommendations provided the Contractor regarding maintenance of any property leased to the Contractor under Section 3.3.

Section 3.9 Exceptions to Contractor Maintenance. The only exceptions to the Contractor's obligation to effect repairs or provide replacements to the facility and property contained therein at its expense are as follows:

(a) where repairs or replacements are covered by a warranty made by a third party to the State, provided, however;

- (i) if Contractor has caused or contributed to the invalidity of any warranty or failed to comply with Section 3.10, the Contractor shall bear the full expense to effect any repair or replacement; and
- (ii) for purposes of this Article, the decision regarding whether and to what extent the Contractor has invalidated a warranty, whether the Contractor has failed to comply with Section 3.10 or whether a defect is included in a warranty shall be within the sole judgment of the State;

(b) replacement of entire systems including but not limited to the boiler plant, heating, air conditioning, security electronics, communications and utility services, and costs to replace major components thereof which exceed \$5,000; provided, however,

- (i) decisions regarding whether and to what extent the entire system or a major component thereof should be replaced shall be within the sole judgement of the State; and

- (ii) The Contractor shall be responsible for all costs if in the sole judgement of the State the replacement is necessary due to any of the following causes:
 - (a) Contractor's negligence,(b) Contractor's failure to adequately maintain the systems or portions thereof, or Contractor's failure to comply with the provisions of the Contract; and

(c) where repairs or replacements are necessary due to design error or omission or improper construction of the Facility and not covered by a warranty. The decision regarding whether and to what extent the repair or replacement is due to design error or omission or improper construction shall be within the sole judgment of the State.

Section 3.10 Warranties.

(a) The State shall promptly provide Contractor a copy of any warranty made by a third party to the State covering property provided by the State or on the Facility; provided, however, the State is not obligated to acquire or purchase any such Warranties.

(b) With respect to said warranties, Contractor agrees as follows:

- (i) to maintain the Facility and property located thereon in compliance with said warranties; and
- (ii) to promptly notify the Liaison in writing of any defects of whatever nature which are covered by said warranty allowing the State sufficient time under the warranty to notify the entity providing said warranty.

Section 3.11 Contractor Failure to Repair. If the State acquires notice of Contractor's failure to comply with its obligations regarding maintenance, repair or replacement with the Facility or property thereon, it may so notify the Contractor in writing but is not obligated to do so. Failure of the State to notify Contractor shall not relieve Contractor of its obligations hereunder. In the event the State is required to provide written notice of said failure pursuant to Section 9.1(c), the Contractor shall promptly comply with its obligation within the time specified by the State in the notice. If Contractor fails to effect said maintenance, repair or replacement within the time specified in said notice, the State may, but is not obligated, to do the following:

- (a) the state may effect the maintenance, repair, or replacement and withhold the expense of such maintenance, repair or replacement from amounts due the Contractor; and/or
- (b) avail itself of any or all of the remedies described in Article 9.

Section 3.12 Construction and Renovation.

(a) Contractor shall not modify, renovate, construct new buildings, add to existing buildings, or modify any of the systems contained therein including but not limited to the boiler plant, heating, air conditioning, security electronics, communications and utility services without the prior written approval of the State. Said approval shall include a review of the proposed modification by the Select Oversight Committee on Corrections and approval of the State Building Commission where required by law, regulation or policy. All modification, construction, and renovation requested by Contractor and approved by State shall be at Contractor's expense, unless otherwise specified.

(b) The State reserves the right to construct additional buildings at the Facility and/or to expand the capacity of existing buildings at the Facility. In the event the State exercises this right, Contractor agrees:

- i. To cooperate with the State to the fullest extent possible;
- ii. That this Contract shall remain in full force and effect; and
- iii. That Contractor shall accept an increase in the Inmate population under the terms of this Contract with additional compensation to the Contractor being described in Article 7.

Section 3.13 Utilities and Taxes. Contractor shall pay all taxes associated with this Contract and utility costs of the Facility including but not limited to water, gas, sewage and electric beginning on the Service Commencement Date. In the event ad valorem taxes are assessed against property at the Facility not owned by the Contractor, the Contractor may seek additional compensation pursuant to Section 7.5.

Section 3.14 Telecommunications. Contractor will provide, at its expense, all necessary telecommunications equipment except the telephone system. Such equipment must be capable of interfacing with the state existing communications and automated information systems and with any future department systems. Contractor shall enter all required data on TOMIS.

The Contractor may make additions to or rearrange features of the telephone system as it deems necessary, subject to written approval by the State. The Contractor must assure that the

quality of workmanship and added components are of equal or greater quality to maintain system integrity.

All cost incurred in connection with the telephone operations, but including additions, labor, maintenance, repair, moves and changes, local and long distance service, and training will be paid directly by the Contractor.

The Inmate telephone system Contract will operate as in State's other correctional facilities. All commissions will be paid to the State in conformance with the terms of the Inmate telephone system Contract.

Section 3.15 Destruction of Facility.

(a) If destruction of the Facility is caused in whole or part due to the Contractor's negligence or due to Contractor's failure to perform its obligations under this Contract, then the State may seek reimbursement from Contractor for any damages sustained by the State.

(b) In the event the Facility is destroyed in part for any reason, then the Contractor remains obligated to fulfill its obligations under this Contract to the extent such is possible in the portion of the Facility that remains operational. The Contractor recognizes that the inability to perform its obligations due to the destruction may result in the State seeking a compensation adjustment pursuant to Section 7.5.

(c) In the event the Facility is destroyed such that the physical damage prevents the housing and programming of the appropriate number of Inmates as determined by the Commissioner in his sole judgment, then the State may terminate this Contract without penalty either immediately or within stages upon written notice to the Contractor.

ARTICLE 4

CONTRACT MONITORING

Section 4.1 Monitoring

(a) The State has the right and authority under this Contract to monitor Contractor's performance hereunder. Such monitoring shall include but not be limited to observing and reporting on the day-to-day operational performance of the Contractor regarding compliance with all terms and conditions of this Contract. Such monitoring or failure to monitor shall not relieve Contractor of its responsibility, obligation and liability under this Contract.

(b) The State, through its Contract Management Unit, shall develop reporting requirements for the Contractor that shall include but not be limited to weekly, monthly, and/or quarterly reports on the following subjects: Inmate jobs and education, incident reports, disciplinary reports, Inmate grievances, staff turnover, staff training, employee grievances, employee discipline, health care access, reclassifications, transfers, furloughs, releases, media contacts, lawsuits, volunteers, drug audits, cell searches, visitation, and maintenance. Also, an emergency reporting process shall be established that shall address, at a minimum, segregation of Inmates, use of force, and incidents which involve substantial risk to property, life, or institutional security.

(c) Contractor agrees to cooperate with the State, including any representatives of the State, in the Contract monitoring effort of the State through such means as may be requested from time to time, including, but not limited to the reporting of information as requested. The state and Contractor agree that the information collecting and monitoring processes described in

this Section 4.1, will be defined in the policies and procedures of the Tennessee Department of Correction.

Section 4.2 Comparative Evaluation

(a) The State has the right and authority under this Contract to compare the Contractor's performance with comparable State facilities. The State has the right and authority under this Contract to collect information to compare the cost and quality of services provided by the Contractor with the cost and quality of service provided by the State at its comparable facility.

One purpose of said evaluation may be to collect information to facilitate the State's comparison of the cost and quality of services provided by Contractor at the Facility with the cost and quality of services provided by the State at its comparable facilities.

(b) Contractor agrees to cooperate with the State, including any representatives of the State, in any comparison of services undertaken by the state through such means as may be requested from time to time, including, but not limited to, the provision of information.

(c) The State and Contractor agree that the information collecting and comparative evaluation processes, described in this Section, will be defined by the State at the time such a comparative evaluation is undertaken.

Section 4.3 Liaison

(a) The State shall provide Liaison(s) to be located at the Facility. The Liaison(s) will be an employee(s) of the Department and will be paid by the Department. The Contractor shall have no control over the activities of the Liaison(s), supervisory or otherwise.

(b) The Liaison(s) shall be the representative of the State at the Facility to monitor the Contractor's compliance with the Contract. The Commissioner may also appoint the Liaison to act as his designee. The Liaison may also have functions described in Department policies. The Liaison may have other functions as provided by the Commissioner in writing.

(c) Unless otherwise specified by the Commissioner in writing, the Liaison shall be the designated recipient of all information required of the Contractor.

(d) The individuals(s) acting as Liaison(s) may be changed during the term of the Contract, at the discretion of the Commissioner.

(e) The State hereby expressly disclaims that the Liaison or any other state employee or official has any authority, apparent or otherwise, to bind the State under this Contract unless expressly stated herein; provided, however, that the Commissioner shall have the same authority granted any state employee under this Contract and the Commissioner retains authority over the Inmates and Facility which may not be delegated at law.

In addition to the Liaison(s) employed by the Department, the State may monitor the Contract through other representatives of State as it deems appropriate. Such representative(s) shall have the same right of access to information, the facility, Inmates, and Contractor's employees and agents as set out herein for Liaison(s).

Section 4.4 Multiple Liaisons.

(a) In the event that the Commissioner designates more than one (1) individual to act as Liaison, the State shall provide the Contractor with a description of the Liaisons' levels of authority in writing executed by the Commissioner.

(b) In the event the Contractor believes it is receiving conflicting instructions from the Liaison(s) or that a Liaison is acting beyond his or her level of authority under the Contract or as provided in subsection (a), the Contractor shall notify the Commissioner in writing. The written response of the Commissioner shall be final.

Section 4.5 Office Space.

(a) Contractor shall provide adequate office space and local telephone service for the Liaison(s) and the staff of the Liaison(s), which may include a secretary, in close proximity to other administrative offices.

(b) Contractor shall also provide the Liaison and staff with access to all major office equipment, at Contractor's expense.

(c) Contractor shall not provide the Liaison(s) or Liaison staff with gifts or any form of compensation at any time.

Section 4.6 Liaison Access.

(a) The Liaison(s), shall have immediate, complete, and unrestricted access to all parts of the Facility at any and all times.

(b) The Liaison(s), shall have immediate, complete, and unrestricted access to all documents in any way pertaining to the obligations of Contractor under this Contract, including but not limited to Facility records, Inmate files, personnel files, and financial records. In the event that any such document is not located on the facility site, upon request Contractor agrees to provide the Liaison with a copy of the document within seventy-two (72) hours of the request.

(c) The Liaison(s), shall have immediate, complete, and unrestricted access to all meetings and hearings which in any way pertain to the obligations of Contractor under this Contract. Contractor agrees to notify the Liaison of the time, place and agenda at least twenty-four (24) hours in advance of any such meeting or hearing, unless it is not reasonable to provide said notice in which case the Liaison shall be notified simultaneously with the other participants; provided, however, the Liaison may not have access to meetings between the Facility staff and legal counsel retained by Contractor unless permitted by Contractor, but Contractor shall provide the Liaison with written notice of said meeting identifying the participants within five (5) days after said meeting.

(d) The Liaison(s), shall have immediate, complete, and unrestricted access to all Inmates and access at a reasonable time and place to all employees of Contractor, including but not limited to the Warden.

Section 4.7 Meetings with Liaison. Contractor agrees to hold regularly scheduled weekly meetings with the Liaison to report on the operations of the Facility and to respond to any questions raised by the Liaison. Said regular meetings shall be in addition to interim meetings requested by the Liaison; provided, however, the frequency of such meetings is subject to modification at the sole discretion of the State. Contractor agrees that a representative of the Contractor having supervisory responsibility and authority to address the issues raised shall be in attendance at said meetings. An agenda shall be developed for said weekly meetings and Meeting Minutes shall be recorded and filed with the Contract Management Unit of the Department of Correction.

Section 4.8 Requests for Information.

(a) The Contractor shall provide the Liaison with written responses to any information requested by the Liaison or Commissioner concerning any aspect of Contractor's performance under the Contract within the period prescribed in the State's request.

(b) The Contractor shall certify that said information is accurate and if Contractor is unable to so certify then Contractor shall state the reason therefor.

(c) Upon written request by the Liaison or Commissioner, the Contractor shall compile information in the requested form and provide documentation substantiating said information.

(d) Contractor shall not destroy any document related in any way to the Contractor's performance under the Contract without the prior written consent of the Liaison.

Section 4.9 Routine Documents. The Contractor shall provide the Liaison upon request with a copy of, or opportunity to review, all routine documents generated by the Contractor contemporaneously with the dissemination of the document. The Liaison shall notify the Contractor in writing of the requested routine documents.

Section 4.10 State Inspection. The Commissioner or his/her designee(s) shall have the same access as described in Section 4.6, Liaison Access, which access shall include but not be limited to persons designated by the Commissioner to inspect the facility and/or audit Facility and/or Contractor's performance under the Contract. Contractor is also obligated to provide appropriate access to authorized inspection and regulatory agencies. The Contractor shall exercise due

diligence for the safety and welfare of the Liaison, any other State employee, and any visitor at the Facility.

Section 4.11 Immediate Compliance.

(a) If the Commissioner determines that the Contractor is not operating in compliance with a term or condition of this Contract which in the opinion of the Commissioner may adversely affect the security of the Facility or which may present a hazard to the safety or health of Inmates of other individuals, the Contractor shall be notified in writing (or verbally if it is believed an emergency situation exists). The notice shall direct the Contractor to immediately correct the noncompliance.

(b) The Contractor shall immediately notify the Commissioner of the proposed corrective action. If the Commissioner does not object to the proposed corrective action, the Contractor shall immediately implement said corrective action.

(c) If the Commissioner disagrees with the proposed corrective action or if the Contractor fails to notify the Commissioner immediately of its proposed corrective action, the Commissioner shall specify corrective action which the Contractor shall immediately implement.

(d) Notwithstanding any provision contained herein to the contrary, in such a circumstance, the Contractor shall immediately implement the corrective action specified by the Department before any appeal is taken.

(e) In the event the Contractor disagrees with the determination of noncompliance or designated corrective action, a request for reconsideration may be taken to the Commissioner. In no event shall the corrective action be delayed pending appeal. Upon examination, if the

Commissioner determines in his sole discretion that a noncompliance did not exist or that the corrective action required by the Department was excessive, the Commissioner shall authorize payment to the Contractor of the actual expense incurred in taking said corrective action or excessive corrective action upon receipt of appropriate documentation substantiating said expense from the Contractor. All directions and actions by the Commissioner and actions by the Contractor shall be recorded and reported in writing as soon as practical and filed with the Contract Management Unit.

Section 4.12 Incident Reports. Contractor shall implement Department policy regarding the reporting of incidents.

Section 4.13 Financial Statement. On or before April 1 of each year during the term of this Contract, Contractor shall provide the Commissioner with a copy of its previous fiscal year's audited annual financial statements.

ARTICLE 5
OPERATION OF FACILITY

Section 5.1 Obligations of Contractor. Contractor agrees to perform all acts and services and comply with all duties and promises as described and in conformance with the following:

(a) all applicable constitutional standards, federal, state and local laws, court decisions, and Court Orders and consent agreements, whether currently existing or as may be enacted or rendered in the future;

(b) all State and Departmental policies specified in Appendix C, as same may be amended in writing by the Department during the term of this Contract, or in the discretion of the Commissioner, policies approved by the Department which may not be identical to State or Department policies;

(c) such other policies as the Department may make applicable to the Contractor in writing during the term of the Contract as same may be amended during the term of this Contract;

(d) ACA standards;

(e) the terms of this Document;

(f) the terms of the RFP; and

(g) the terms of the Proposal.

The standards articulated in (a) through (g) shall hereinafter collectively be referred to as "Standards."

Section 5.2 Obligations of State. State agrees to perform its obligations as described in this Document and the RFP. Notwithstanding any provision contained herein to the contrary, the parties agree that the State incurs no obligations as may be contained in the Proposal.

Section 5.3 Conflicts.

(a) In the event of an irreconcilable conflict among the Standards, the Contractor is required to follow the Standard as determined by the Liaison.

(b) In the event of disagreement between the Contractor and the Liaison regarding which item provides the Standard of service, the Commissioner or his designee shall make the final decision.

(c) Approval by the State of any policy or procedure submitted by the Contractor which may deviate from the Standards shall not relieve Contractor of the obligation to follow the Standards.

(d) In the event of conflicts between the RFP and this Document regarding the State's obligations, the State shall comply with this Document.

Section 5.4 Policy and Procedures Manual. The Contractor, on or before January 15, 1997, shall provide the State with a written Policy and Procedures Manual which shall contain policies and procedures for all services to be rendered by Contractor in accordance with the Standards. Said manual shall establish the policies and procedures the Contractor shall follow in all areas covered by this Contract, including the areas covered by the Department policies listed in Appendix C. Said manual shall be subject to the written approval of the State and said manual shall not be

altered, amended, modified, revised or supplemented without the prior written approval by the State. The Contractor shall implement the provisions of said manual throughout the term of this Contract.

Section 5.5 Assignment and Transfer of Inmates.

(a) Inmates will be assigned to the Facility in accordance with Department policies. Contractor may not refuse to accept any Inmate assigned to the Facility, but if the Contractor believes that an Inmate has been erroneously assigned to the Facility, it may request his transfer in writing, through the Liaison citing the appropriate sections of Department policy. Any decision by the Department on such request shall be final.

(b) Contractor's requests for reassignment of Inmates from the Facility to another institution for medical, psychiatric, disciplinary or administrative reasons or for Inmate furloughs will be made in writing through the Liaison and evaluated by the Department. Any decision by the Department on such request shall be final.

(c) The State may transfer Inmates from the Facility with said decision to transfer being within the State's sole discretion.

Section 5.6 Safety and Emergency Procedures.

(a) The Contractor, or before January 15, 1997, shall develop and submit (1) written riot and disturbance control contingency plans, and (2) disaster preparedness plans to the State. Contractor shall cooperate with State in preparing contingent Inmate relocation plans.

(b) At a minimum, the Contractor shall implement the written guidelines for the prevention of fire, safety inspections, maintenance of fire alarm and smoke detection systems, fire evacuation drills, evacuation plans, a procedure to report job-related injuries, and provisions for testing equipment to maintain essential lighting, power and communications contained in its Proposal. All such procedures will comply with National Fire Protection Association life safety codes and Department Policies 112.04 and 112.05.

(c) The Contractor shall develop and submit to the State plans for the search and apprehension of any escaped Inmate, on or before January 15, 1997. Said plans shall address the Contractor searching for any escapee off the grounds of the Facility and coordination with local and State authorities. Contractor shall implement said plans regarding any search off the grounds of the Facility only if so requested by the Commissioner.

(d) During the term of the Contract, the Contractor shall develop and submit to the State in writing any other emergency and control plans as may be requested in writing by the Department within the time period set out in said request.

(e) All plans under this Section must be submitted to the State and approved by the State in writing. Contractor agrees to make any revisions, deletions or additions requested by the Commissioner or his designee. Upon written approval by the State, Contractor shall begin immediate implementation of the plans or in the case of contingency plans, certify that Contractor has the ability and shall implement the plan if the contingency occurs. Said plans may not be revised, amended, altered, or supplemented without prior written consent of the State.

(f) All plans must be in conformance with the Standards.

Section 5.7 Medical and Mental Health Services.

(a) Contractor shall provide all physical health services, mental health services and dental services as specified in this Section and in the Standards utilizing Department health services medical records forms and mental health service forms, as said forms may be revised or supplemented during the term of this Contract.

(b) At a minimum, these services must meet the Standards.

(c) The physical health, mental health, and dental services shall include but not be limited to the following:

- a. 24 hour-a-day, 7 day-a-week emergency physical health and mental health care;
- b. 24 hour-a-day, 7 day-a-week on-site RN coverage
- c. initial health screening;
- d. health appraisal examination;
- e. daily triaging of complaints;
- f. daily sick call per normal workday schedule;
- g. infirmary operation with at least supervision by an RN twenty-four hours per day, seven days per week (NOTE: Facility has a 12 bed infirmary, but inpatient hospital and surgical services will be provided and/or arranged to be provided outside of the institution.);
- h. use of the Department health record;
- i. special medical programs and services for, but not limited to, Inmates with chronic needs or requiring convalescent care;

j. mental health, sex offender screening and aftercare, and substance abuse services;

1. Mental Health. Provide up to sixty-eight (68) mental health psychiatric transition beds, single celled (or double celled upon clinical and administrative approval), for Inmates who are mentally or emotionally disturbed. This group of Inmates will encompass those who have completed a more intensive program at the Lois M. DeBerry Special Needs Facility (DSNF) and are not yet ready to be assimilated in a general population - step down capability. It will also include a step up capability for those who cannot function adequately in a general population but do not require as intensive treatment as that provided at DSNF. Diagnostic assessments, psychopharmacological management, jobs, programming activities, counseling and support groups should be provided in this housing unit. This program will serve Inmates from across the State.

Admission criteria to this unit for Inmates coming out of the DSNF for step down purposes will include:

1. A comprehensive discharge summary from the sending treatment providers,
2. Global Assessment of Functional Scale between 31 and 60,
3. Ability to participate in structured activities for longer than two hours, stabilized on medication,
4. Ability to function in group activity with minimal supervision,

5. Ability to participate in some unsupervised movement outside the unit, or
7. Considered by the institutional psychology staff to be in need of structured treatment.

Admission criteria to this unit for Inmates utilizing its step up capacity will be as follows:

1. A comprehensive discharge summary from the sending treatment providers,
2. Inability to participate in structured activities,
3. Not stabilized on medication, or
4. Inability to participate in unsupervised movement.
5. May present periodic episodes of emotional and/or behavioral misconduct related to a disorder.

Discharge criteria:

1. Demonstrates ability to remain compliant with medication(s), if applicable,
 2. Ability to function in a general population environment as determined by the treatment team,
 3. Meets criteria for admission into the DSNF, or
 4. Direct parole/discharge from TDOC custody.
2. Sex Offender. A sex offender aftercare treatment program that conforms to the department's policies and procedures shall be provided by

Contractor. Screens shall be provided for the purpose of placement into the Department's intensive treatment program.

3. Substance Abuse. Substance abuse programming that emphasizes relapse prevention and provides for after-care or self-help treatment services shall be provided by Contractor.

- k. Specialty physician care. Upon the Contractor's request, the State may in its sole discretion allow the Contractor to use the on-site specialty services at the DSNF. The Contractor shall pay the State for specialty care according to the State's fee schedule for specialty services.
 - l. ancillary services - radiology, laboratory, etc.
 - m. dental services - routine
 - n. pharmaceutical services and supplies. Upon the Contractor's request, the State may, in its sole discretion, allow the Contractor to purchase pharmaceutical services and supplies through the Department's pharmacy. The Contractor shall pay the State for such items at the State's cost plus a dispensing fee of \$2.50 per prescription.
 - o. optometric services (provided on-site)
 - p. health education
 - q. inpatient hospitalization services (utilizing the TDOC Contract hospital wherever possible)
 - r. outpatient hospitalization services
- (d) The Contractor shall furnish eyeglasses, hearing aids, and dentures.

(e) In the event it is the opinion of the Contractor's Medical Director that an Inmate's health or well-being would suffer or be damaged if a needed prosthesis is denied the Inmate, then said prosthesis shall be provided by the Contractor.

(f) The Contractor shall be responsible for security services for inpatient care during confinement period for which the Contractor is financially responsible, other than at a Departmental facility. Contractor shall provide security at an off site medical facility after the Department assumes responsibility, if requested to do so by the Department at the following costs:

Year 1	\$14.92 per officer/per hour
Year 2	\$15.40 per officer/per hour
Year 3	\$15.91 per officer/per hour
Year 4 (option)	\$16.42 per officer/per hour
Year 5 (option)	\$16.96 per officer/per hour

(g) Notwithstanding any provision contained herein to the contrary, the Contractor shall be responsible for the cost of providing all health, medical, mental health, and dental services, including but not limited to inpatient hospitalization, any surgery and specialty services, medications, specialty clinics, medically related transportation and the costs associated with the provision of services described in this section unless specifically excluded or limited below under EXCLUSIONS AND LIMITATIONS.

(h) EXCLUSIONS AND LIMITATIONS.

- a. If the inmate is hospitalized at a non-Departmental facility, the Contractor shall not be responsible for Inpatient-Hospital Costs which exceed \$4000.00

per Inmate per admission or for costs incurred after the third day of hospitalization, whichever comes first. The Department will decide on the location of care and confinement following this initial period and may, in consultation with the Contractor's representative, decide to utilize Departmental facilities during the initial period of inpatient care. The Contractor shall not have access to the Department's facilities without the Department's approval. If an inmate is housed and treated at a Departmental facility, the Department will assume financial responsibility for expenses incurred within its facilities. Provided, however, notwithstanding any provision contained herein to the contrary, any Inmate medical expenses resulting from the negligence or willful wrongdoing of the Contractor, its officers, agents or employees, shall be fully paid for by the Contractor.

2. The Contractor shall not be responsible for Inpatient-Hospital Costs, including any surgery and specialty services, associated with the treatment of persons with Acquired Immune Deficiency Syndrome (AIDS), as defined by the Centers for Disease Control. The Contractor shall be responsible for hospitalization costs associated with other Human Immunodeficiency Virus (HIV) infected patients.
3. The Contractor shall not be responsible for the cost of providing AZT, or other medications therapeutically indicated for the treatment of Inmates with AIDS or HIV infection. Such treatment shall be at the Department's discretion and expense.

Section 5.8 Food Service.

(a) Contractor will provide food service for the Inmates and volunteers in accordance with the Standards including but not limited to the provision of special diets for medical or religious requirements and three (3) meals for each Inmate served at regular times during each twenty-four (24) hour period with no more than fourteen (14) hours between the evening meal and breakfast.

(b) The Contractor shall not be required to follow the Department's master menu, but the food service area must comply with State health regulations. At a minimum the amount of daily calories must conform with the recommended dietary allowances published by the National Academy of Sciences. Menus shall be approved by a registered dietician. Menus and dietary allowances shall be filed with the Contract Management Unit.

Section 5.9 Laundry, Inmate Clothing and Hygiene.

(a) Contractor will provide complete Inmate laundry services, Inmate clothing and bed linen (including pillows, pillow cases, sheets, blankets), and towels in accordance with the Standards.

(b) Contractor shall implement the procedures described in the Proposal to ensure the issue of clean, usable bed linen, towels, shoes and clothing to all Inmates.

(c) Contractor shall provide Indigent Inmates with soap, toothbrush, toothpaste, comb, deodorant, and all other necessary hygiene supplies.

(d) Inmate clothing shall meet the Department's specifications, including but not limited to specifications related to quality and strength of materials.

Section 5.10 Recreation.

(a) Consistent with the Standards, the Contractor shall provide facilities, equipment and supplies for indoor and outdoor recreational and leisure time programs for the Inmate population.

(b) Contractor shall provide for a comprehensive recreational program supervised by a qualified person and shall set forth the number of hours of outdoor recreation available to each Inmate. On or before January 15, 1997, Contractor shall submit to the Department written policy and procedure which shall provide the specifics of said program and shall be subject to the prior written approval of the State.

Section 5.11 Transportation.

(a) The Contractor will be responsible for the following Inmate transportation:

1. All transportation between the Facility and the State's Turney Center located in Only, Tennessee to connect with central transportation system vehicles, to include transportation of Inmates initially assigned to the Facility and other Inmates being transferred to and from the Facility for various reasons.
2. All transportation within the Local Area; and
3. Transportation outside the Local Area, as necessary, when the Department's central transportation is unavailable or time restricts interinstitutional transfer, including but not limited to administrative transfers initiated by the Warden and approved by the Commissioner's designee, and missed or late notification of court dates.

(b) The Contractor shall provide security in conformance with the Standards while transporting Inmates.

(c) The Department will be responsible for all other Inmate transportation via connection at Turney Center Industrial Prison for Department-mandated moves of prisoner groups for assignment purposes.

Section 5.12 Inmate Commissary.

(a) Contractor will provide a commissary for Inmates which shall supply only those non-consumable items approved by the Department in writing and such consumable items as the Contractor approves.

(b) The Contractor may not have items in the Commissary which are prohibited by Departmental policy.

(c) Commissary items shall be sold at a reasonable price subject to the prior written approval by the Commissioner or his designee. All profits derived from the Commissary operation shall be retained by Contractor. Contractor shall utilize the automated system for all commissary transactions.

Section 5.13 Mail. Contractor will provide pick up and delivery of Inmate mail in compliance with the Standards. Contractor will furnish first class postage to indigent Inmates for the mailing of legal documents to courts or legal counsel and a reasonable amount of postage for other purposes.

Section 5.14 Religious Services. Contractor will designate adequate space within the Facility for religious services and provide religious programs and/or religious services in compliance with the Standards.

Section 5.15 Inmate Grievance Procedure. Contractor will utilize Departmental policies regarding Inmate grievance procedure and the Department's system for maintaining grievance related records, as said policies and/or system may be revised during the term of this Contract.

Section 5.16 Security.

(a) Contractor shall provide Inmate security in accordance with the Standards at all times in the Facility, and while Contractor is transporting Inmates and at all other times unless relieved of said obligation by the Commissioner in writing. All policies and procedures regarding security shall be provided to the State on or before January 15, 1997. Said policies and procedures shall be in accordance with the Standards and subject to written approval by the State prior to implementation. Contractor shall comply with said policies and procedures during the term of this Contract. All Inmate program activities in accordance with the Standards shall take place within the Facility. No Inmate shall leave the Facility except under security escort unless provided for by Department policy.

(b) At a minimum, the Contractor shall provide security, perimeter control, facility control, control center function, post orders, security patrols, security inspections, counting procedures, key control, procedure for search and control of contraband, tool control, escape plan detection, appropriate use of security equipment, use of restraints, use of firearms and chemical

agents, tactical unit procedure, inspections, housing unit assignment plans and internal and external movement control procedures and periodic shakedowns. Security procedures will be in compliance with Departmental policy when applicable.

Section 5.17 Visitation. Contractor shall designate physical space and provide appropriate security and supervision for indoor and outdoor visitation in accordance with applicable Standards, no less frequently than at comparable Department facilities. Contractor shall furnish State with a written attorney visitation policy no later than January 15, 1997.

Section 5.18 Access to Courts. Contractor shall provide Inmates with constitutionally required access to the courts as required by the Standards.

Section 5.19 Inmate Discipline.

(a) The Contractor shall implement Department Inmate disciplinary rules and procedures as they may be amended by the Department.

(b) All disciplinary processes and board activities must strictly adhere to Department Policies 9502-01, 502.01.1, 9502.02, 502.04, and 502.05.

(c) Contractor agrees that no Inmate will be disciplined except as in accordance with this Section.

(d) The Contractor shall use the present or any future system established by the Department for recording disciplinary information.

Section 5.20 Use of Force.

(a) The Contractor shall submit to the State written policies and procedures regarding appropriate use of force in accordance with the Standards on or before January 15, 1997. Said policies and procedures shall be subject to revision and written approval by the State.

(b) Notwithstanding any provision contained herein to the contrary, no use of force shall be allowed by Contractor except as in accordance with the Standards.

(c) Contractor's employees shall be allowed to use force only

1. While on the grounds of the Facility;
2. While transporting Inmates;
3. During periods of community hospitalization;
4. During court proceedings;
5. While pursuing escapees from the Facility if the Commissioner requests said pursuit; and
6. While supervising Inmates off the Facility and then only in accordance with the policies and procedures described in (a) and (b) above.

(d) Contractor's employees shall be authorized to use such non-deadly force as the circumstances require only in the following situations:

1. To prevent the commission of a felony or misdemeanor, including escape;
2. To defend themselves or others against physical assault;
3. To prevent serious damage to property;
4. To enforce institutional regulations and orders; and
5. To prevent or quell a riot or disturbance.

(e) Contractor's employees shall be authorized and trained to use deadly force in accordance with the Standards. The Contractor's employees authorized to use firearms must at a minimum meet the qualifications set forth in T.C.A. § 62-35-117. Deadly force may be used only as a last resort and then may be used only to prevent escape, to prevent the loss of life or serious bodily harm, or to quell a mutiny, rebellion, riot, or disturbance in which loss of life or serious injury to an individual is imminent. Only those employees who are appropriately trained and, if applicable, authorized by law shall be authorized to carry and use firearms.

Section 5.21 Sentence Reduction Credits.

(a) Contractor shall submit sentence credit reports to the Contract Liaison monthly.

(b) The decision on award or forfeiture of sentence credits remains solely with the Department.

Section 5.22 Sentence Computation. Contractor shall provide the State with essential data and information relating to sentence computation. All sentence computations, including calculation of Inmate release and parole dates, shall be done by the Department and copies furnished to Contractor and Inmates. All other record keeping functions (e.g. posting of disciplinary reports, filing, updating Inmate assignments, custody levels, etc.) are the responsibility of the Contractor.

Section 5.23 Records and Reports.

(a) Contractor shall provide for comprehensive operations and Inmate record and reporting systems for the Facility in compliance with the Standards and Department policy

including the automated Inmate records and reporting system operated by the Department which shall include but not be limited to the following:

- (i) Inmate institutional records on each Inmate including, but not limited to, personal data, personal inventory receipts, disciplinary action reports, incident reports, release information, classification and counseling records, dental, psychiatric and medical records.
- (ii) documentation regarding complaints against Contractor's staff, the number and nature of violent or other disruptive incidents among Inmates or against staff, the number and nature of disciplinary actions against staff, the rate at which Inmates complete programs successfully, the number of Inmates productively active and the level of production;
- (iii) identification of all Inmates at the Facility and their actual assigned physical location within the Facility;
- (iv) identification of Facility staff and other authorized persons who have direct access to Inmate records; and
- (v) provision of all reports requested by the State in writing for monitoring or evaluation of the Contract or any court-ordered compliance.

The system shall adhere to the Standards governing confidentiality.

(b) The Contractor shall maintain a permanent log in addition to shift reports that record routine and emergency situations. Each shift should maintain records of pertinent information regarding individual Inmates and groups of Inmates. These records shall be compiled daily and reviewed by appropriate supervisory staff.

(c) All computer equipment and communication lines necessary to interface with the Department's Tennessee Offender Management Information System (TOMIS) will be provided by the Department at no cost to the Contractor.

(d) Contractor will be required to incorporate into its operation all new systems developed to report and track Inmate record information designated by the Commissioner.

(e) Upon request, all records, reports and documents will be made available immediately to the Contract Liaison for review. At the conclusion of the Contract, all records shall be turned over to the Department.

(f) The Contractor shall prepare and submit to the Contract Liaison such reports as are required by the State. Unless otherwise notified in writing by the Contract Liaison, these reports include the following which must be Submitted on a monthly basis:

- (i) Unusual Occurrence Reports
- (ii) Incident Reports
- (iii) Disciplinary Reports
- (iv) Medical Summaries
- (v) Program Activity Summaries

Contractor shall promptly notify the Contract Liaison whenever an Inmate leaves the Facility on court order.

Section 5.24 Escapes.

(a) The Contractor shall exercise its best efforts to prevent escapes from the Facility. If the frequency of escapes or nearly successful attempted escapes shall be in excess of the

frequency of escapes or nearly successful escapes from comparable State facilities without good cause or shall exhibit a disregard for the safety of the general public, the State may declare the Contractor in Breach pursuant to Article 9. Said determinations shall be within the sole judgment of the Commissioner.

(b) . In the event of an escape resulting in whole or part from Contractor's failure to perform pursuant to the provisions of this Contract, the State may seek damages in a court of competent jurisdiction.

Section 5.25 Post Orders.

(a) Contractor shall develop and submit to the State, as soon as each is available, but no later than January 15, 1997, Post Orders required by this Contract in compliance with the Standards.

(b) Post Orders shall be by post and shift and shall include Post Orders for all security positions.

Section 5.26 Policy Audit. Contractor shall be audited, using personnel independent from the Contractor, at least annually, concerning the implementation of at least those policies and procedures listed in Appendix C. The implementation will be in compliance with Tennessee Department of Correction Policies 103.07 and the Contractor will respond as required. In the event the audits reveals a Breach (as defined in Section 9.1) by the Contractor, the State shall have available the remedies set out in Article 9.

Section 5.27 Inmate Work.

- (a) The Contractor shall establish work programs in accordance with the Standards.
- (b) Inmate programming is subject to the written approval of the Commissioner pursuant to T.C.A. § 41-24-110 or as the same may be modified or amended in the future.
- (c) Any minimum restricted or higher custody Inmate working outside the secured perimeter must be under armed supervision.
- (d) The Contractor will be allowed to use Inmate labor for Facility operations and maintenance to the same extent Inmate labor is utilized in other State facilities pursuant to State policy and not for the benefit of the Contractor. The Contractor shall submit Inmate job descriptions for the State's written approval via TOMIS before assigning jobs to Inmates. Job assignments and re-assignments shall be made by the Contractor only after the job description has been approved in writing by the State. No Inmate shall ever be placed in a position of authority or control over another.
- (e) In emergency situations, the Department, in its sole discretion, may require the Contractor to furnish Inmates and security for outside work crews. Labor costs of security services associated therewith shall be compensated as follows:

Year 1	\$14.92 per officer/per hour
Year 2	\$15.40 per officer/per hour
Year 3	\$15.91 per officer/per hour
Year 4 (option)	\$16.42 per officer/per hour
Year 4 (option)	\$16.96 per officer/per hour

plus expenses and cost of operation.

(f) Inmates shall not perform services or produce goods for use outside the Facility except upon written consent of the Commissioner.

(g) The Department shall provide Inmates with sentence reduction credit. The Contractor shall be responsible for establishing and administering a compensation program at its expense, which will include Inmate pay in compliance with the Standards.

Section 5.28 Industries. TRICOR currently has in place at the Facility an industry program that provides approximately 70 Inmate jobs. The Contractor may negotiate with TRICOR for the continuation or expansion of the TRICOR industry program at the Facility. In the event the Contractor chooses not to use the Inmate jobs provided through TRICOR industry program, the Contractor shall be responsible for all costs associated with the transfer of the program to another facility or the termination of the program at the Facility as elected by the State, including but not limited to costs of development of a relocation plan, physical relocation of equipment and raw materials, installation of equipment at new site(s), lost production, lost sales, relocation of staff, recruitment of staff, retraining of work force, renovation of new site(s), and vendor contract costs. Security for such industry program(s) shall be provided by the Contractor. Industry supervision for TRICOR programs shall be provided by the State.

Section 5.29 Vocational and Academic Training. Contractor shall furnish vocational and academic training as set forth in the Standards, at its expense.

Section 5.30 Classification and Case Management.

(a) Contractor shall comply with Departmental policies regarding classification and reclassification services.

(b) Contractor shall be required to maintain classification information which conforms to the Department's system.

Section 5.32 Inmate Trust Fund. Contractor shall maintain an Inmate trust fund according to Department policies and shall implement the plan contained in its Proposal governing use of the Department's trust fund procedures.

Section 5.33 Sanitation and Hygiene. The Contractor shall provide for sanitation and hygiene in accordance with the Standards.

Section 5.34 Computer Software. The State shall retain proprietary rights to all State provided software utilized in connection with this Contract.

Section 5.35 Inmate Drug Testing. Contractor will conduct drug tests in accordance with Department Policy 506.21. Contractor be will be responsible for all costs. All positive drug screens shall be confirmed through a second methodology. Selection of Inmates to be tested at random will be the responsibility of the Department.

Section 5.36 Resumption of Control.

(a) Contractor shall review and comment on the Department's plan for resumption of control within 15 days following its receipt by the Contractor. The plan will provide for the orderly transfer of control of the Facility from the Contractor to the Department, both temporarily, and under any conditions of termination. Contractor agrees to implement said plan upon written notice from Commissioner.

(b) Said plan will also provide for emergency assumption of control by the Department of whole or part of the Facility under conditions of natural disaster, in the event of riot or insurrection or other emergency circumstances wherein the Commissioner deems it necessary for the State to assume temporary or permanent control of the Facility. The Commissioner shall determine whether and to what extent an emergency circumstance exists in his sole discretion. Contractor shall be responsible for any expense the State may incur in the event the Department assumes emergency control of the Facility and the Contractor's payment shall be reduced commensurate with the reduction in services provided by Contractor during the emergency period. The State may withhold these amounts from any other amounts which may otherwise be due Contractor. The plan shall address Contractor's resumption of control after the circumstances causing the emergency assumption has ended. The plan will provide for the transfer of all records to the Department.

Section 5.37 Accreditation. The Contractor shall maintain, at its expense, ACA re-accreditation of the Facility.

Section 5.38 Inmate and Staff Identification. Contractor shall comply with the procedures in the Standards for Inmate and staff identification including but not limited to, uniforms, fingerprinting and photographing.

Section 5.39 Inmate Personal Property Space. Contractor shall follow Department policy on Inmate personal property.

Section 5.40 Library. A general Inmate library will be provided and maintained by Contractor in accordance with the Standards.

Section 5.41 Volunteer Services. Contractor shall implement the plans provided for volunteer service programs described in the Proposal in accordance with the Standards. At a minimum, the Contractor shall provide for supervision and monitoring of the program and security background checks for volunteer applicants. Contractor shall establish and maintain a Local Volunteer Advisory Board.

Section 5.42 Release Payments for Inmates. The Contractor shall follow Departmental policy regarding transportation for discharged Inmates and discharge payments to said Inmates. The Contractor shall make such payments at its own expense without reimbursement from the State.

Section 5.43 Space for Board of Paroles/Institutional Parole Officer. Contractor shall provide a hearing room for the Board of Paroles two (2) days per month or as otherwise requested by the

Board. The hearing room shall be large enough to comfortably accommodate three (3) Board members and fifteen (15) visitors. The Contractor shall provide local telephone service and furniture for the hearing room. The Contractor shall also provide furnished office space five (5) days each month, or as otherwise requested by the Board, for the institutional parole officer.

ARTICLE 6

STAFFING/EMPLOYEES

Section 6.1 Independent Contractor Contractor is associated with the State only for the purposes and to the extent set forth in this Contract. With respect to the performance of the management services set out herein, Contractor is and shall be an independent Contractor. The Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles or any other benefit afforded to the employees of the State as a result of this Contract.

Contractor, its agents and employees shall not be considered agents or employees of the State.

Section 6.2 Executive Officer. The Facility and its programs shall be managed by a single executive officer employed by the Contractor (sometimes referred to herein as "Warden"). The executive officer shall be subject to the prior written approval of the State.

Section 6.3 Organization. The Facility shall be managed according to the organizational chart submitted with the Proposal. Any modification or alteration to the management plan shown on said chart shall require the prior written approval of the State.

Section 6.4 Personnel. Notwithstanding any provision contained herein to the contrary, Contractor shall provide adequate staff to fulfill its obligations under this Contract, which shall be at a minimum the number of staff set forth in the Proposal. Security staff vacancies shall be filled within thirty (30) days and all other vacancies shall be filled in forty-five (45) days;

provided, however, that during the period of any vacancy, the services associated with said position shall be provided by Contractor unless the Commissioner has agreed in writing to the contrary with a reduction in the per diem rate as defined in Section 7.5.

Section 6.5 Staffing Pattern/Security Post Assignment. NOTE: Prior to Contract Execution, the State retains the unilateral right to require clarifications or revisions to any Proposal regarding security and said clarifications or revisions shall be at no cost to the State.

(a) Contractor shall provide sufficient staff to ensure the appropriate supervision of Inmates at all times and at a minimum shall abide by and fulfill the staffing pattern submitted with its Proposal.

(b) At a minimum, Contractor shall abide by and fulfill the security post assignment schedule in its Proposal which details by day and shift the security positions and hours of work. Said security post assignment schedule shall include designation of critical posts. The Contractor shall submit Post Orders and a security post assignment roster for the prior written approval of the State.

(c) Contractor shall develop and submit to the Liaison on or before the twentieth (20th) of each month, its written monthly post assignment schedule for the following month.

(d) After Contract execution, if the State determines at any time that the staffing pattern and/or security post assignment schedule is inadequate, the Contractor agrees to place additional employees at the Facility and/or revise and implement the revisions to its staffing pattern and security post assignment. If Contractor is required to increase staff, it may request an adjustment in the per diem pursuant to Section 7.5.

(c) Any revisions to the staffing pattern and/or security post assignment require the prior written approval of the State. Contractor shall submit monthly staffing reports on or before the fifteenth (15th) of each month describing for the preceding month whether and to what extent Contractor has complied with the staffing pattern, security post assignment, and monthly post assignment. Staffing patterns are determined by security and program requirements and associated workloads. If changed circumstances modify those requirements or workloads the Contractor and/or the State will review those changed circumstances and a formal review will determine any changes in staffing requirements at the sole discretion of the State.

Section 6.6 Job Descriptions.

(a) Contractor shall abide by the written job descriptions for each position in the staffing pattern as provided in the Proposal, including but not limited to job title, responsibility and required minimum experience and education.

(b) Any revisions or modifications of the job descriptions require the prior written approval of the State.

Section 6.7 Personnel Records. A personnel record shall be maintained for each employee at the Facility which at a minimum shall contain the following: application, background investigation, dates of employment, training, performance evaluations, and disciplinary actions. The Contractor shall obtain a signed statement from each employee authorizing the State to have access to the personnel record.

Section 6.8 Staffing Reports. On or before the fifth (5th) day of each month, Contractor shall submit a report to the Liaison providing the following information:

- (a) the number of employees hired, indicating position, the date of termination and the date the post became unstaffed;
- (b) the number of employees whose employment had been terminated for whatever reason whether voluntarily or involuntary, including reason for termination and position;
- (c) whether any position on the staffing pattern was vacant and for how many days; and
- (d) types and hours of training provided by position.

Section 6.9 Reduction in Staff.

- (a) Contractor shall immediately notify the Liaison if any positions on the staffing pattern are vacant.
- (b) If a position described in subsection (a) remains vacant in excess of the time allowed in Section 6.4, then the State shall have the option of exercising the remedies available in Article 9.

Section 6.10 Background Checks. Prior to employment with Contractor, applicants shall be subjected to a thorough background investigation, including criminal, employment, and medical histories. The background investigation for applicants for correctional officer positions shall also include psychological history. Criminal and employment histories must go back a minimum of five (5) years. Said background investigations shall be available to the State upon request. The State shall not provide NCIC background checks.

Section 6.11 Hiring Preference. Department employees who have been laid off shall also be given a hiring preference in the staffing of the Facility according to T.C.A. § 41-24-101, et seq. and shall comply with T.C.A. §§ Sections 41-24-112 and 41-24-113 in all respects, as those sections may be modified or amended in the future.

Section 6.12 State Assistance in Training.

(a) During the term of the Contract, Contractor shall send a representative to participate in periodic meetings regarding Departmental activities and shall send a representative to sessions in which relevant policy modifications are being discussed or presented.

(b) Contractor shall receive written notice of the time, place and agenda of the meetings or sessions described in subsection (a) at the same time Department employees are provided notice.

(c) Said meetings or sessions shall be held within the State and Contractor shall bear any and all expense associated with its representative being present.

(d) The Department shall supply Contractor with technical assistance, consultation and informational support consistent with that provided other comparable institutions in accordance with the Standards provided, however, said support shall consist solely of advice and consultation.

Section. 6.13 Training. Contractor shall provide training programs for all employees in accordance with the Standards. All costs incurred for said orientation and training programs

shall be borne by Contractor. The Contractor's employees shall receive at least the same number of hours of orientation, pre-service, and in-service training as required by ACA standards.

The Contractor shall provide documentation to the Contract Liaison of all completed employee training as soon as possible after its completion. The Liaison shall be permitted to review training curricula and other training-related records and to audit training classes at any time.

The Contractor shall comply with T.C.A. § 4-6-143 including but not limited to compensation for teachers.

Section 6.14 Drug Free Work Force. Contractor shall at all times attempt to maintain a drug free work force for maintenance of a drug free work force and the employee assistance program described in its Proposal.

DCM
RSM
& shall implement the plan contained in its Proposal

ARTICLE 7

COMPENSATION AND ADJUSTMENTS

Section 7.1 Management Payment. The State shall pay the Contractor a Per Diem Rate per Inmate Day as follows:

Period	Rate 1 to 1506 Inmates
02/28/97 to 06/30/97	\$32.26
07/01/97 to 06/30/98	\$32.26
07/01/98 to 06/30/99	\$33.31
07/01/99 to 02/29/00	\$34.40
03/01/00 to 06/30/00*	\$34.40
07/01/00 to 06/30/01*	\$35.51
07/01/01 to 02/28/02*	\$36.67

*Option Period

In the event the State exercises its right to construct additional buildings at the Facility and/or to expand the capacity of existing buildings at the Facility, the parties will negotiate a Per Diem Rate for such additional Inmates, it being the intent of the parties that the State will pay only the marginal costs for such additional Inmates.

Section 7.2 Per Diem. The Per Diem payment will be made only for Inmates actually incarcerated at the Facility, except Per Diem payment shall be made for any Inmate hospitalized at a state departmental Facility during the period when the Contractor is responsible for said hospitalization expense. No Per Diem shall be paid for any Inmate out on court order.

Section 7.3 Billings. The Contractor shall bill the State for each calendar month, within 30 days of the end of each month. The invoice shall specify the total number of Inmate Days for the month. This total shall then be multiplied by the applicable Per Diem Rate. Payment on said invoices shall be due within 30 days from receipt of the invoice and shall be made through the State's automated clearinghouse wire transfer system. The Contractor shall complete and sign an "Authorization Agreement for Automated Deposits (ACH Credits) form." All payments to the Contractor under this or any other Contract, shall be made through the State's Automated Clearing House wire transfer system. The Contractor shall not commence work or invoice the State for services until it has completed this form and submitted it to the State. The debit entries to correct errors authorized by the "Authorization Agreement for Automatic Deposits Form" shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. All corrections shall be made within two banking days of the effective date of the original transaction. All other errors detected at a later time shall take the form of a refund or, in some instances, a credit memo if additional payments are to be made.

Section 7.4 Billing Disputes. If the amount to be paid to Contractor is disputed by the State, the State, on or before the date the invoice is payable, shall advise the Contractor of the basis for the dispute and, in the manner provided above, pay the amount of such invoice which is not in dispute.

Section 7.5 Compensation Adjustment for Change of Services.

(a) The parties recognize that each has entered into this Contract based upon the standards in effect as of the Effective Date of the Contract. Contractor agrees to be bound by any applicable Standard change and said change shall not affect the validity of this Contract. If a change occurs in an applicable Standard other than as provided in subsection (b) herein, either party may notify the other in writing if it is believed said change shall affect the services delivered by the Contractor. The Commissioner shall make the final, binding decision regarding whether a change has occurred in an applicable Standard and whether said change affects the services rendered by the Contractor. Any adjustment in compensation due the Contractor shall be determined in accordance with subsection (d).

(b) If Contractor desires to make minor revisions to its Proposal which will not affect its ability to comply with the other Standards, the Contractor shall notify the Commissioner of said proposed revision in writing. Said minor revisions to the Proposal may occur only upon the prior written consent of the Commissioner. It shall be within the Commissioner's sole discretion whether or not to agree to said minor revision and his decision shall be binding. Any adjustment in compensation resulting from said minor revision shall be determined in accordance with subsection (d). This provision is an exception to Section 12.17.

(c) In the event Contractor may receive payments or compensation of any nature for services it is obligated to perform under this Contract from any source, including but not limited to federal, state or local authority, or any third party, other than the compensation described in this Contract, Contractor shall receive prior written consent and direction from the State prior to receiving any such additional compensation. The State may withhold a comparable amount from

any payments due the Contractor. In the event said additional compensation is used to provide enhanced or innovative services at the Facility as compared to the services provided by the Department at comparable facilities, Contractor must still receive prior written consent from the State prior to receiving said compensation but the Contractor may retain those funds. The Commissioner shall decide whether the funds will be used to provide enhanced or innovative services at the Facility.

(d) Within thirty (30) days of the notices required in subsections (a) through (c) above, Contractor shall provide State with the proposed adjustment in compensation and appropriate documentation in support thereof. The Commissioner shall decide whether and to what extent an adjustment in Per Diem Rate is appropriate. In the event the proposed adjustment decreases the Per Diem Rate then the Commissioner may agree to reduce said Per Diem Rate, provided, however, in the event the proposed adjustment increases the Per Diem Rate then the Per Diem Rate may be increased only by amendment to this Contract as described in Section 12.17.

Section 7.6 Failure to Agree on Billing Dispute or for Additional or Reduced Services.

(a) In the event Contractor disagrees with the State's failure to pay a disputed amount under Section 7.4, disagrees with the adjustment in compensation determined by the Commissioner under Section 7.5 or disagrees with any other aspect or amount of payment made by the State then the Contractor shall submit a claim and the grounds for said disagreement in writing to the Commissioner within thirty (30) days of the date the State either makes partial payment of the disputed bill or refuses disputed bill in its entirety. Failure of the Contractor to submit said claim and grounds to the Commissioner in writing within the time period described

herein shall be an absolute waiver of said claim. The State shall be afforded a sixty (60) day period in which to effect a cure or take reasonable steps to effect a cure.

(b) In the event the Contractor timely provides the notice described in subsection (a), then Contractor may file a claim against the State before the appropriate forum in Tennessee with jurisdiction to hear said claim. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear said claim within one (1) year of the notice described in subsection (a) shall operate as a waiver of said claim in its entirety. It is agreed by the parties that this provision establishes a Contractual period of limitations for any claim brought by the Contractor. Neither this Section nor any other provision of this Contract creates or expands jurisdiction of any court or commission over the State.

ARTICLE 8

INDEMNIFICATION, INSURANCE AND DEFENSE OF CLAIMS

Section 8.1 General Indemnification.

(a) The Contractor agrees to protect, indemnify, save and hold harmless the State, all State departments, agencies, boards, and commissions, as well as officers, agents, servants, and employees of the State, including volunteers, from any and all claims, demands, expenses, and liability arising out of the performance under the Contract of the Contractor, its agents, servants, employees, subcontractors, and independent Contractors, and from any and all costs, expenses, and attorneys' fees (including costs of work done by the Attorney General or his designees incurred as a result of any claims, demand, lawsuit or cause of action.)

(b) The State shall give the Contractor written notice of such claim or suit, if the State is notified first, and full right and opportunity to conduct the Contractor's defense thereof; but the State does not hereby accord to the Contractor, through its attorneys, any rights to represent the State of Tennessee and all State Departments, agencies, boards and commissions, as well as officers, agents, servants, and employees of the State, including volunteers in any legal matter, such right being governed by T.C.A. § 8-6-106.

The State, its Departments, agencies, boards, and commissions, as well as its officers, agents, servants, and employees of the State, including volunteers shall, at the option of the Attorney General, be represented by the Attorney General, his designee, or outside counsel selected by the State and the Contractor shall be responsible for all fees, costs and expenses associated with that representation.

This indemnification shall include, but not be limited to, the following:

- (i) Any Breach on the part of the Contractor in the performance of the Contract;
- (ii) Any claims or losses for services rendered by Contractor, by any person or firm performing or supplying services, materials or supplies in connection with the performance of the Contract;
- (iii) Any claims or losses, to any person injured or property damaged from the acts or omissions of the Contractor, its officers, agents, employees in the performance of the Contract;
- (iv) Any claims or losses by any person or firm injured or damaged by Contractor, its officers, agents, or employees by the publication translation, reproduction, delivery, performance, use, or disposition of any data processed under the Contract in a manner not authorized by the Contract, or by Federal, State, or local statutes and regulations; and
- (v) Any failure of Contractor, its officers, agents or employees to observe the laws of the United States and of the State of Tennessee, including but not limited to labor laws and minimum wage laws;
- (vi) Any claims or losses resulting from the escape of an Inmate; and
- (vii) Any claims or losses to any person injured or property damaged from the acts or omissions of any Inmate.

Section 8.2 Indemnification Regarding Policies.

(a) The indemnification of Section 8.1, includes but is not limited to, any claims or losses arising from the promulgation or implementation of the Contractor's policies and procedures whether or not said policies and procedures have been approved by the State.

(b) The indemnification of Section 8.1 includes, but is not limited to any claims of the Contractor's wrongdoing in implementing the Departmental policies listed in Appendix E.

(c) With regard to any claim that the Departmental policies listed on Appendix E are unlawful (i.e., the issue is that the policies and procedures are lawful on their face), if the State is named as a party, the Attorney General, his designee or an independent Contractor hired for that purpose will represent the State. The Contractor will be responsible for its own defense. The State will be liable for any judgment against it and the Contractor will be liable for any judgment against it. However, this subsection shall not apply if the claim in any way arises from Contractor's failure to appropriately implement policy.

The Contractor agrees to send copies of any and all documents which have been filed in any lawsuit naming the Contractor and/or its employees in which concern the operation of the Facility under this Contract to the State.

Contractor shall not waive, release, or otherwise forfeit any possible defense the State may have regarding claims arising from or made in connection with the operation of the Facility by Contractor without the consent of the State. Contractor shall preserve all such available defenses and cooperate with the State to make such defenses available to the maximum extent allowed by law.

Section 8.3 General Provisions. Unless otherwise required by the State, all insurance provided by the Contractor shall be in conformance with the General Specifications for Insurance detailed in Appendix D. Upon written request by the State, Contractor shall revise or supplement the insurance listed on Appendix D and may seek a compensation adjustment pursuant to Section 7.5.

Section 8.4 Types of Insurance. The Contractor shall continuously maintain and pay for insurance and insurance company services meeting the general and specific provisions set forth in Appendix D during the term of this Contract, for the following types of insurance:

Workman's Compensation

General Liability, excluding products and completed operations

Products and Completed Operations Liability

Business Automobile Liability

Owned and Non-owned Aircraft Liability

Umbrella/Excess Liability

Director's and Officer's Liability

Professional and Medical Liability covering nurses, attorneys, counselors, psychologists, and social workers

Property/Boiler and Machinery

Employee Dishonesty

Section 8.5 Fire and Property Insurance. The State shall maintain all risk property insurance on the State's buildings which comprise the Facility. The Contractor shall obtain and keep in force insurance on all property to be located at the Facility.

Section 8.6 Defense/Immunity. Notwithstanding any provision contained herein to the contrary, the State does not waive any immunity defenses which may exist by operation of law, including, but not limited to, limitations on the amount of damages which may be awarded or paid.

Section 8.7 Financial Strength. The Contractor shall, prior to signing this Contract, file with the State an audited financial statement showing a net stockholders equity, calculated according to generally accepted accounting principles consistently applied, of not less than five million dollars (\$5,000,000). Thereafter, the Contractor shall file annually, on or before April 1 of each year, a current financial statement and if the net stockholders equity of the company shall ever be less than five million dollars (\$5,000,000), the State may declare the Contractor in default unless the Contractor provides alternative evidence of equivalent financial worth within thirty (30) days of demand by the State.

Section 8.8 Exception to General Indemnification. The indemnification provisions of this Section shall not apply to injury, death or damage to property arising solely out of the negligence or misconduct of the State, its officers, agents, servants or independent Contractors (other than Contractor) who are directly responsible to the State.

ARTICLE 9

CONTRACT COMPLIANCE

Section 9.1 Breach.

(a) A party shall be deemed to have breached the Contract if any of the following occurs:

- (i) failure to perform in accordance with any term or provision of the Contract;
- (ii) partial performance of any term or provision of the Contract; and
- (iii) any act prohibited or restricted by the Contract.

For purposes of this Article, items (i) through (iii) shall hereinafter be referred to as "Breach."

(b) In the event of a Breach by Contractor, the State shall have available the following remedies as described further herein:

- (i) actual damages and any other remedy available at law or equity;
- (ii) liquidated damages;
- (iii) Partial Default; and/or
- (iv) termination of the Contract.

(c) In the event of Breach by the Contractor, the Liaison shall provide Contractor written notice of the Breach and a time period to cure said Breach described in the notice. In the event the Contractor disagrees with the Liaison's determination of Breach, period to cure, or initiation of liquidated damages, the Contractor shall notify the Commissioner in writing, provided, however, any appeal to the Commissioner shall not toll or otherwise affect the period to cure. The decision by the Commissioner shall be final and binding. In the event Contractor

fails to cure the Breach within the time period provided, then the State shall have available any and all remedies described herein. In the event the Breach is not cured and in the event the State elects to invoke liquidated damages said liquidated damages shall commence on the date the cure period expires; provided, however, if the Commissioner determines the Contractor's management team has concealed or misled the State concerning the Breach, the liquidated damages shall commence on the date of the Breach. For purposes stated herein, Contractor's management team is defined as consisting of persons in the rank of shift supervisor or above. This subsection regarding notice and opportunity to cure shall not be applicable in the event of successive or repeated Breaches of the same nature, or in the event the Liaison or Commissioner invokes the immediate compliance provisions of Section 4.10.

Section 9.2 State Breach.

(a) In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within thirty (30) days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. The State shall be afforded a forty-five (45) day period in which to effect a cure or in which to take reasonable steps to effect a cure; provided, however, that if the alleged Breach concerns the State's failure to make payment under this Contract, the State shall have sixty (60) days after the notice to effect a cure unless the payment is the subject of a dispute between the parties.

(b) Failure by the Contractor to provide the written notice described in subsection (a) shall operate as an absolute waiver by the Contractor of the State's Breach.

(c) With the exception of the provisions contained in subsection (f) herein, in no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract.

(d) In the event of Breach by the State, the Contractor may itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure, as described in this Section operates as a waiver of the State's Breach.

(e) Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the notice described in subsection (a) shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a Contractual period of limitations for any claim brought by the Contractor.

(f) In the event the State fails to make any payment due under this Contract within the cure period specified herein and the amount not paid exceeds one hundred thousand dollars (\$100,000), the Contractor may terminate the Contract upon 90 days prior written notice to the Commissioner, provided, however, Contractor may terminate this Contract only upon the State's failure to pay an amount which is not in dispute.

(g) In the event the provisions of this Article are in conflict with the provisions of Section 7.6, Section 7.6 shall control. The Contractor's waiver of the State's Breach described in this Section is an exception to Section 12.17.

Section 9.3 Liquidated Damages.

(a) In the event of a Breach by Contractor described in Appendix E, the State may withhold as liquidated damages the amounts designated on Appendix E from any amounts owed Contractor.

(b) The State shall notify Contractor in writing of the Breach and the amounts to be withheld as liquidated damages.

(c) Liquidated damages shall be assessed in conformance with Section 9.1(c).

(d) The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor designated in Appendix E as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants that it has carefully reviewed the liquidated damages contained in Appendix E and agrees that said amounts are the liquidated damages resulting from negotiation between the parties, represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach.

(e) It is hereby agreed between the parties that the liquidated damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include:

- (i) any injury or damage sustained by a third party and Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision contained in Article 8 or otherwise; and

(ii) any damage sustained to the Facility or property located therein as a result of Contractor's Breach.

(f) The State may continue to withhold the liquidated damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract.

(g) The State is not obligated to assess liquidated damages before availing itself of any other remedy.

(h) The State may chose to discontinue liquidated damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said liquidated damages previously withheld except in the event of a Partial Default.

Section 9.4 Partial Default.

(a) In the event of a Breach by Contractor, the State may declare a Partial Default.

(b) If the Contractor fails to cure the Breach within the time period provided in the notice pursuant to Section 9.1(c), then the State may declare a Partial Default and provide written notice to the Contractor of the following:

(i) the date upon which Contractor shall terminate providing the service associated with the Breach; and

(ii) the date the State will begin to provide the service associated with the Breach.

The State may revise the time periods contained in the notice upon written notice to Contractor.

(c) In the event the State declares a Partial Default, the State may withhold from the amounts due the Contractor the greater of:

- (i) amounts which would be paid the Contractor to provide the defaulted service as provided in subsection (e); or
- (ii) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party

together with any other damages associated with the Breach.

(d) To determine the amount the Contractor is being paid for any particular service, the Department shall review the Contractor's budget. The Commissioner or his designee shall make the final and binding determination of said amount.

(e) The State may assess liquidated damages against the Contractor pursuant to Section 9.3 for any failure to perform which ultimately results in a Partial Default with said liquidated damages to cease when said Partial Default is effective.

(f) Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

(g) Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

Section 9.5 Termination.

(a) In the event of a Breach by Contractor, the State may terminate the Contract immediately or in stages.

(b) The Contractor shall be notified of the termination in writing signed by the Commissioner. Said notice shall hereinafter be referred to as Termination Notice.

(c) The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages.

(d) Contractor agrees to cooperate with the State in the event of a termination, Partial Default or Partial Takeover.

(e) In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity.

(f) In the event of a termination, Contractor shall be liable to the State for any and all damages incurred by the State including but not limited to transportation of Inmates, activation of the National Guard or any other state agency, expenses incurred by the State to staff the Facility, and any and all expenses incurred by the State to run the Facility which exceed the amount the State would have paid Contractor under this Contract.

Section 9.6 Partial Takeover.

(a) The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State.

(b) Contractor shall be given at least thirty (30) days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the state will assume and the date of said assumption.

(c) Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract.

(d) The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the Commissioner. The amounts shall be withheld effective as of the date the State assumes the service.

(e) Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

Section 9.7 Termination Due to Unavailability of Funds. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

Section 9.8 Termination for Convenience.

(a) Beginning one Year after the Service Commencement Date, the State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of Contract by the State. The State shall give the Contractor ninety (90) days written notice prior to termination of this Contract.

(b) Contractor shall be entitled to receive compensation for satisfactory authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor ~~for compensation from the Contractor~~ for compensation for any service which has not been rendered.

(c) Upon such termination, the Contractor shall have no right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount, except that the State shall pay for all supplies and equipment on order and not yet delivered to the Facility as of the date of termination.

Section 9.9 Performance and Payment Bond. Contractor agrees to provide the required Performance and Payment Bond described in the RFP within 15 days of the execution of this Contract and to maintain said Performance and Payment Bond throughout the duration of this Contract.

ARTICLE 10
PROHIBITIONS

Notwithstanding any other provision of this Contract to the contrary, nothing contained herein shall be interpreted to authorize, allow or imply authority of the Contractor to do the following:

(a) develop or implement procedures for calculating Inmate release and parole eligibility dates;

(b) develop and implement procedures for calculating and awarding sentence credits;

(c) approve Inmates for furlough and work release;

(d) approve the type of work an Inmate may perform, and the wages or sentence credits which may be given to Inmates engaged in such work; and

(e) grant, deny or revoke sentence credits; place an Inmate under less restrictive custody or more restrictive custody; or take any disciplinary actions; provided, however, that this Section shall not prevent Contractor from making recommendations to the State with respect to any of the above in conformance with Departmental policy. The Commissioner shall determine whether any action or proposed action violates the provisions of this Article.

ARTICLE 11

CONTRACTORS REPRESENTATIONS AND WARRANTIES

Section 11.1 Representations of Contractor. Contractor represents and warrants to and for the benefit of State, with the intent that State will rely thereon for purposes of entering into this Contract, as follows:

The Contractor's Proposal, incorporated herein by reference, contains no material misrepresentations by the Contractor. This Contract contains no factual changes from the Proposal submitted by the Contractor.

Section 11.2 Organization and Qualification. Contractor has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware with power and authority to own its properties and conduct its business as presently conducted. Contractor is duly qualified to do business as a foreign corporation in good standing in Tennessee and shall so remain during the term of this Contract.

Section 11.3 Authorization. This Contract has been duly authorized, executed, and delivered by Contractor and, assuming due execution by the appropriate State officials as indicated on the signature page of this Contract and delivery by State, constitutes a legal, valid, and binding agreement enforceable against Contractor in accordance with its terms.

Section 11.4 No Violation of Contract, Articles of Incorporation or Bylaws. The consummation of the transactions contemplated by this Contract and its fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, Contract, governmental license or permit, or other agreement or instrument to which Contractor is a party or by which its properties are bound, or any order, rule, or regulation of any court or any regulatory body, administrative agency, or their governmental body applicable to Contractor or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect Contractor's ability to perform its obligations under this Contract, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other corresponding charter document) or Bylaws of Contractor.

Section 11.5 No Defaults under Agreements. Contractor is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by Contractor, under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, Contract, governmental license or permit, or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect Contractor's ability to perform its obligations under this Contract.

Section 11.6 Compliance with Laws. Contractor, its officers and directors purporting to act on behalf of Contractor or such officers and directors have been conducting business in compliance

with all applicable laws, rules, and regulations of the jurisdictions in which Contractor is conducting business including all safety laws and laws with respect to worker's compensation, discrimination in hiring, promotion or pay of employees. Contractor warrants that Contractor, and its current and former officers and directors have:

- (i) no convictions regarding criminal activity;
- (ii) no pending charges regarding criminal activity, or
- (iii) to their knowledge, no investigations on-going by any state, local or federal authorities regarding any possible criminal activity,

except as provided in writing.

Section 11.7 No Litigation. There is not now pending or, to the knowledge of Contractor, threatened, any action, suit, or proceeding to which Contractor is or may be a party, before or by any court or governmental agency or body, which might result in any material adverse change in Contractor's ability to perform its obligations under this Contract, or any such action, suit, or proceeding related to environmental or civil rights matters; and no labor disturbance by the employees of Contractor exists or is imminent which might materially and adversely affect Contractor's ability to perform its obligations under this Contract.

Section 11.8 Financial Statements. Contractor has delivered to State copies of financial statements provided in its Proposal.

Contractor represents such financial statements fairly present the financial position of Contractor at the dates shown and the results of the operations for the periods covered, and have

been prepared in conformity with generally accepted accounting principles applied on a consistent basis, except as discussed in the notes to the financial statements.

Section 11.9 No Adverse Change. Since the date of Contractor's financial statements described in Section 11.8 provided to State, there has not been any material adverse change in Contractor's business or condition, nor has there been any change in the assets or liabilities or financial condition of Contractor from that reflected in such financial statements which is material to Contractor's ability to perform its obligations under this Contract.

Section 11.10 Disclosure. There is no material fact which materially and adversely affects or in the future will (so far as Contractor can now reasonably foresee) materially and adversely affect Contractor's ability to perform its obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to State by Contractor prior to the date hereof.

Section 11.11 Opinion of Contractor's Counsel. Contractor shall furnish to State an opinion of counsel in connection with this Contract dated as of the date of the Contract. Such opinion shall address the Contractor's compliance with applicable law, affirm its authority to enter into this Contract, indicate that the Contractor is not currently in litigation or have notice of litigation that could cause the Contractor not to perform the terms of this Contract, affirm the enforceability of this Contract in accordance with its terms, and affirm that the financial statements provided by the Contractor were prepared in accordance with generally accepted accounting principles.

ARTICLE 12

MISCELLANEOUS

Section 12.1 Audits. Contractor shall maintain documentation of all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit at any reasonable time and upon reasonable notice, by the State or the Comptroller of the Treasury or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.

Section 12.2 Non-Discrimination. No person on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance under the Contract or in the employment practices of the Contractor. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.

Section 12.3 Binding Nature. This Contract shall not be binding until the State has received a Payment and Performance Bond as required by the RFP and evidence of insurance required by

the RFP and it is approved and executed by all the parties indicated on the signature page of the Contract.

Section 12.4 Invalidity and Severability.

(a) In the event that any provision of this Contract shall be held to be unlawful, invalid or unenforceable, all parties agree that all other terms and conditions of the Contract shall remain in full force and effect except as specifically provided in this section.

(b) With the exception of the provisions contained in Article 9, in the event any or all provisions of this Contract are found to be unlawful, invalid or unenforceable by a commission or court of competent jurisdiction, both parties agree that neither shall be in Breach of Contract or liable in any manner to the other for damages, costs, or expenses of any nature which the other might sustain due to said finding; provided, however, in the event said finding reduces the services rendered by Contractor, the State may reduce the Per Diem Rate paid Contractor pursuant to Section 7.6 and said finding shall not excuse a Breach.

(c) In the event a court of competent jurisdiction finds a provision(s) of this Contract to be unenforceable the Commissioner may terminate this Contract upon thirty (30) days notice without penalty or liability to the State.

Section 12.5 Headings. The headings contained in the Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

Section 12.6 Terminology and Definitions. All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

Section 12.7 Interpretation and Venue. The Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. Any legal proceedings against the State regarding the Contract shall be brought in the State of Tennessee administrative or judicial forum with appropriate jurisdiction. Venue shall be in Davidson County, Tennessee.

Section 12.8 Change in Owners. Contractor shall notify the State in writing of any change of ownership of the Contractor, through sale or merger, which occurs during the term of the Contract. Contractor shall inform the State fully of the financial ability of the new ownership to fully comply with the terms and conditions of the Contract. The State reserves the right to terminate the Contract in the event of a change in ownership without penalty to the State or to consider the failure to comply with the notification or financial reporting provisions as a Breach by the Contractor.

Section 12.9 Duration of Services. Contractor agrees that the services and programs set forth in this Contract will be maintained for the duration of the Contract period.

Section 12.10 Approval of Bond Counsel.

(a) Because construction of the Facility was funded through the issuance of tax exempt, general obligations debt, the use and management of the Facility by the Contractor and any and all subcontractors in subject to and constrained by the Federal Tax laws and regulations governing tax exempt financing. Therefore, this Contract is subject to review by the State's bond counsel before approval.

(b) In addition, any use of the Facility by Contractor and all subcontractors, including, but not limited to, the conduct of an industries program pursuant to Section 5.28 of the Contract, which results in any payment to the State, either directly or indirectly, is subject to review by the State's bond counsel before approval.

Section 12.11 Release. Contractor, upon final payment of the amount due under this Contract, releases the State, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. Contractor agrees not to purport to bind the State to any obligation not expressly assumed herein by the State.

Section 12.12 Subcontracting and Assignment.

(a) The Contractor shall not assign the Contract or enter into a subcontract for any of the services performed under the Contract without obtaining the prior written approval of the State. No subcontract may be executed until the State has reviewed and approved the subcontract for conformity with this Contract.

(b) The Contractor shall provide that all subcontractors are notified in writing prior to the execution of the subcontract that the Facility is being funded through the issuance of tax exempt, general obligation debt and that the use and management of the Facility by the Contractor and any and all subcontractors is therefore subject to and constrained by the federal tax laws and regulations governing tax exempted financing. The State may consult with its Bond Counsel to determine whether any assignment or subcontract complies with such laws and regulations.

(c) The Contractor shall provide that all subcontractors warrant that no part of the total subcontract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the subcontractor in connection with any work contemplated or performed relative to the subcontract.

(d) The Contractor shall provide that all subcontractors agree that no person on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance under the subcontract or in the employment practices of the subcontractor. The subcontractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.

(e) The Contractor shall provide that all subcontracts may be assignable to the State at the State's sole discretion. Any subcontract shall also provide that the State shall not be responsible for any outstanding liability to the subcontractors incurred by the Contractor and that

the State may terminate such subcontracts upon giving thirty days prior written notice with or without cause.

Section 12.13 Research Projects. Contractor shall not publish or disseminate any findings based on data obtained from the operation of the Contract or engage in any research projects without the prior written consent of the Department.

Section 12.14 Sovereign Immunity. The sovereign immunity of the State shall not apply to the Contractor nor any subcontractor, agent, employee, or insurer of the Contractor. Neither the Contractor nor any subcontractor, agent, employee, or insurer of the Contractor may plead the defense of sovereign immunity in any action arising out of the performance of or failure to perform any responsibility or duty under this Contract.

Section 12.15 Prohibited Payments. Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or an official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to the Contract.

Section 12.16 Notices. Addresses: All notices shall be hand-delivered to the Contractor's Warden, or the State's Liaison or sent certified mail, return receipt requested to:

State: Commissioner Department of Correction
4th Floor, Rachel Jackson Bldg.
320 6th Avenue North
Nashville, Tennessee 37243-0465

Contractor: Linda G. Cooper
Vice President, Legal Affairs
Corrections Corporation of America
102 Woodmont Boulevard, Suite 800
Nashville, TN 37205

The notice shall be deemed to be received on the date of the hand-delivery or on the third day after mailing.

Section 12.17 Amendments. The terms and provisions of this Contract may be waived, altered, modified, amended, supplemented or revised only by written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of the Contract. Neither the Liaison(s) or any other employee or official of the State is authorized to modify, amend or waive the terms and provisions of this Contract except as provided in this Section.

Section 12.18 Waiver. No consent, waiver or excuse of any Breach of any of the terms or conditions of this Contract shall be held to be a consent, waiver, or excuse of any other or subsequent Breach; nor shall any such waiver or excuse be valid or binding unless the same shall be in writing and approved and executed by the party alleged to have granted the waiver as indicated on the signature page of the Contract.

Section 12.19 Third Party Beneficiary. Neither the Contractor nor the State intends to create rights for any third party by the Contract and no third party beneficiary rights are created hereby. Third parties shall mean all persons except the State and the Contractor, including but not limited to employees of Contractor, subcontractors of Contractor and Inmates located at the Facility.

Section 12.20 Laws. The Contractor shall comply with all applicable federal, state, and local constitutions, laws, and regulations, court decisions, Court Orders, and any applicable state and federal orders in the performance of the Contract including but not limited to the provisions of T.C.A. § 41-24-101, et seq., which may be in effect during the term of this Contract.

Section 12.21 Attorney Fees. The Contractor agrees that in the event either party deems it necessary to take legal action to enforce any provision of the Contract and in the event the State prevails, the Contractor shall pay all expenses of such action, including but not limited to the State's attorney fees and costs of all stages of the litigation.

Section 12.22 Approvals. Any policies, procedures or other documents contained or referenced in this Contract subject to the State's approval under the terms this Contract shall remain subject to State prior written approval whenever they are revised, amended, replaced or supplemented.

Section 12.23 Fraud/Misrepresentation. If, in the course of any stage under the RFP, Proposal evaluation, Contract negotiation, Contract execution or term of the Contract, the Contractor commits fraud, misrepresentation or conspiracy to defraud the State, the State shall have the right

to pursue any remedies described in Article 9 and/or pursue any criminal sanctions allowed by law.

Section 12.24 Financial Termination. The State may terminate the Contract without penalty to the State in the event the Contractor:

- (a) admits in writing its inability to pay its debts;
- (b) makes a general assignment for the benefit of creditors;
- (c) suffers a decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within 60 days;
- (d) suffers proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by Contractor, not to be dismissed or stayed within 60 days; or
- (e) suffers any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within 60 days after issue or levy.

Section 12.25 Set-Off. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the parties any amounts which are or shall become due and payable to the State by the Contractor. The State may withhold any amounts which may otherwise be due the Contractor without waiver of any other remedy or damages available to the State under this Contract at law or at equity.

Section 12.26 Maximum Liability. Notwithstanding any provision contained herein to the contrary, in no event shall the maximum liability of the State under this Contract exceed \$55,639,180. The maximum liability to the State under this Contract for each respective year of this Contract is as follows:

Fiscal Year 1996 - 1997	<u>\$ 6,037,924</u>
Fiscal Year 1997 - 1998	<u>\$ 18,069,683</u>
Fiscal Year 1998 - 1999	<u>\$ 18,656,075</u>
Fiscal Year 1999 - 2-29-2000	<u>\$ 12,875,498</u>

Section 12.27 Confidentiality. The Contractor shall maintain the confidentiality of all records required by the Standards.

Section 12.28 Construction. In the event of a dispute about the construction or interpretation of any provision of the Proposal, said Proposal shall be construed in favor of the State. The parties agree that should a dispute arise involving the construction or interpretation of the RFP or this Document, said documents shall not be construed or interpreted in favor of either party.

Section 12.29 Written Notices. The necessity of written notices herein shall be strictly construed.

Section 12.30 Implied Covenants or Agreements. The State shall be bound only by the express, written terms contained herein and shall not be bound by any implied covenants or agreements.

Section 12.31 Approvals. Contractor agrees to accept and implement any revisions, alterations or supplements suggested by the State to any document, plan, policy or procedure which requires State approval.

Section 12.32 Notices. Failure of the State to provide any notice to Contractor described in this Contract whether or not the State had knowledge of the appropriateness of said notice shall not relieve the Contractor of its obligation to perform in accordance with the Contract and shall not be a waiver or excuse of any failure to perform.

Section 12.33 No Contingent Fees. No person or entity shall be employed or retained or given anything of monetary value on a contingent fee basis to solicit or secure this Contract, except bonafide employees of Contractor (including proposed subcontractors) or bonafide established commercial or professional entities retained by Contractor for the purpose of securing business. For violation of this Section, in addition to the remedies available pursuant to Article 9, the State shall have the right to deduct from any amount owed Contractor the amount of such commission, percentage, brokerage or contingent fee, and other benefit from the Contractor.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representatives to execute this Contract as of the 28 day of Feb, 1996. ⁷

STATE OF TENNESSEE
DEPARTMENT OF CORRECTION

BY: Donal Campbell
Donal Campbell, Commissioner
Date: 1/24/97

APPROVED:
STATE OF TENNESSEE

John D. Ferguson
John D. Ferguson, Commissioner
Commissioner, Finance
and Administration
Date: 2-3-97

William R. Snodgrass
William R. Snodgrass
Comptroller of the Treasury
Date: 2-5-97

John Knox Walkup
~~Charles W. Burson~~ John Knox Walkup
Attorney General and Reporter
Date: 2/27/97

CONTRACTOR

BY: Daniel L. Myer
Date: 1-18-97
President, CCA ^{AM} _{DL}

ATTEST:

Secretary
Date: _____

Pursuant to T.C.A. Section 9-6-113,
I, John D. Ferguson, Commissioner of
Finance & Administration, do hereby
certify that there is a balance in the
appropriation from which this
obligation is required to be paid, that
is not otherwise encumbered to pay
obligations previously incurred.

APPENDICES

- Appendix A Description of Real Property
- Appendix B Equipment Furnished by the Tennessee Department of Correction
- Appendix C Tennessee Department of Correction Policies Applicable to SCCC
- Appendix D Insurance
- Appendix E Liquidated Damages Schedule

VEHICLES
SOUTH CENTRAL CORRECTIONAL CENTER

<u>VEHICLE ID#</u>	<u>YEAR</u>	<u>MAKE</u>	<u>TYPE</u>
2B5WB35ZINK126792	1992	DODGE	TRUCK
2B5WB35ZXNK126791	1992	DODGE	STATION WAGON
2B4GH2533NR655110	1992	DODGE	STATION WAGON
2B4GH2535NR655111	1992	DODGE	STATION WAGON
1GCCTI4ZXB8141301	1992	CHEVROLET	TRUCK
1GCCS14A0N8100432	1992	CHEVROLET	TRUCK
1GCCS14A7N8146694	1992	CHEVROLET	TRUCK
2B5WB3521RK573877	1994	DODGE	VAN
2B5WB3521BK538692	1994	DODGE	VAN
SURPLUS VEHICLES*			
2G1WL54T3N9108346	1992	CHEVROLET	SEDAN
1GCCS14A4N8114592	1992	CHEVROLET	TRUCK
1GCCS14A2N8117765	1992	CHEVROLET	TRUCK

*Should be replaced by three vehicles.

REPORT DISTRIBUTION SHEET

PORT HDR: R05-
PARAMETERS: B111A230 ,STREET ,073096 ,01,SC11000 ,
32944,32944,010160,073096,.....Y,...

PARAMETER VALUE

PARAMETER NAME	PARAMETER VALUE
REPORT NUMBER:	B111A230
REQUESTOR:	STREET
REQUEST DATE:	073096
NUMBER OF COPIES:	01
DATA BASE NAME 1:	SC11000
DATA BASE NAME 2:	
DATA BASE NAME 3:	
FROM DEPT/DIV:	32944
TO DEPT/DIV:	32944
FROM DATE (MMDDYY):	010160
TO DATE (MMDDYY):	073096
COUNTRY:	
BUILDING:	
ROOM:	
FLOOR:	
UNIT HARD:	
COMM. CODE:	
Y FOR AUTHORIZED ASSETS:	Y
Y FOR UNAUTH ASSETS:	
Y FOR RETIRED ASSETS:	

RGS PERFORMANCE STATISTICS

PAGE-WIDTH IS:	132
PAGE-LENGTH IS:	060
VOL STATEMENTS:	289
POL STATEMENTS:	245
INTERNAL TABLE STATEMENTS:	299
BYTES OF EXTRACT CODE:	2,785
BYTES OF PRINT CODE:	1,750
SEQUENCE KEY LENGTH:	31
CDS PASSED FOR EXTRACTION:	266,336
CDS SELECTED FOR REPORTING:	642

DATE: 07/31/90

STATE OF TENNESSEE
PERSONAL PROPERTY ITEMS BY LOCATION
AUTHORIZED ASSET /60 TO 07/30/96
FROM 01

REPORT: B11A230
TIME: 00:06

STATE COST

ACQUIRE DATE FIN SVC DATE

SERIAL #

FAO #	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE FIN SVC DATE	STATE COST	RETIRE DATE
			DEPT/DIV. 32944				
			LOCATION: 19280				
			COMMODITY CODE: 84067	COMMODITY CODE DESC: VIDEO MONITOR	02/29/92	482.35	00/00/00
P40477			PERS	VIDEO MONITOR 8513001		482.35	
			LOCATION: 91010				
			COMMODITY CODE: 02062	COMMODITY CODE DESC: TILLAGE EQUIPMENT	12/14/93	849.00	00/00/00
P40543			MAINT MAIN	TILLAGE EQUIPME		849.00	
			COMMODITY CODE: 02063	COMMODITY CODE DESC: TRACTOR, FARM, WHEEL TYPE	11/18/93	14,250.00	00/00/00
P40539			MAIN MAIN	TRACTOR, FARM, LV52000D220465	11/18/93	14,250.00	
			COMMODITY CODE: 04542	COMMODITY CODE DESC: RANGE, TOP OVEN ELECTRIC	02/18/94	19,474.00	00/00/00
P40532			KITC KITC	RANGE, TOP OVEN	02/18/94	19,474.00	
			COMMODITY CODE: 06506	COMMODITY CODE DESC: BODY, UTILITY TRUCK	12/22/93	777.57	00/00/00
P40515			MAINT MAIN	BODY, UTILITY T HOME, FOR FOOD SVS	12/22/93	777.57	
			COMMODITY CODE: 07062	COMMODITY CODE DESC: TRUCKS-FOR SPECIALIZED BODY	10/11/93	4,200.00	00/00/00
P40541			MAINT MAIN	TRUCKS-FOR SPEC 2698	10/11/93	4,200.00	
P40542			MAINT MAIN	TRUCKS-FOR SPEC 2859	10/11/93	4,200.00	

STATE OF WISCONSIN
PERSONAL PROPERTY TAX BY LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

REPORT: BAI112
TIME: 00:09:30

AG #	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
			EPT/DIV. 32944					
			LOCATION: 91010					
			COMMODITY CODE: 07062	COMMODITY CODE DESC:	TRUCKS-FOR SPECIALIZED BODY		8,400.00	
			COMMODITY CODE: 34038	COMMODITY CODE DESC:	FIRE PROTECTION SYSTEM		2,006.00	00/00/00
			FIRE SFTY	FIRE PROTECTION W/CASE	11/16/93	11/16/93	2,006.00	
			COMMODITY CODE: 37008	COMMODITY CODE DESC:	COOKER, FOOD PROCESS		2,556.00	00/00/00
			KIIC	COOKER, FOOD PR B94DBC0309	02/18/94	02/18/94	2,556.00	
			KIIC	COOKER, FOOD PR B94BA00310	02/18/94	02/18/94	5,112.00	
			COMMODITY CODE: 37030	COMMODITY CODE DESC:	KETTLE, HEAVY DUTY		8,790.00	00/00/00
			KIIC	KETTLE, HEAVY D	03/16/94	03/16/94	8,790.00	
			COMMODITY CODE: 37036	COMMODITY CODE DESC:	PUMP, FOOD PROCESSING		1,477.00	00/00/00
			KIIC	PUMP, FOOD PROC F94BA00416	02/18/94	02/18/94	1,477.00	
			COMMODITY CODE: 37054	COMMODITY CODE DESC:	TABLE, SORTING		3,003.70	00/00/00
			KIIC	TABLE, SORTING	06/02/94	06/02/94	3,003.70	
			KIIC	TABLE, SORTING	06/02/94	06/02/94	6,007.40	
			COMMODITY CODE: 60074	COMMODITY CODE DESC:	TYPEWRITER, ELECTRONIC		540.00	00/00/00
			J.K	TYPEWRITER, ELE 11X1F29-60072	11/19/93	11/19/93		

STATE OF TENNESSEE
PERSONAL PROPERTY ITEMS BY LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

PORT: BA11A230
HE: 00107.36

NO	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
EPT/DIV: 52944								
LOCATION: 91010								
			COMMODITY CODE: 60074		COMMODITY CODE DESC: TYPEWRITER, ELECTRONIC		540.00	
40520		ANNEX	ANXX COPYING MACHINE	60211	COPYING MACHINE, PLAIN	10/20/93	2,040.00	00/00/00
						10/20/93	2,040.00	
40511			COMMODITY CODE: 65527		CAMERA, MOVIE	04/05/94	1,455.24	00/00/00
					CAMERA, MOVIE	04/05/94	1,455.24	
P40544		MAINT	MAIN PUMP, SEWAGE	72057	PUMP, SEWAGE & SLUDGE, MOUNT	11/05/93	1,173.00	00/00/00
						11/05/93	1,173.00	
P40540		FOLE	BARN GRADER, TONED	76029	GRADER, TONED TYPES	12/17/93	2,293.00	00/00/00
					GRADER, TONED T HERBERT LEHIS TRAC	12/17/93	2,293.00	
P40519		REC	REC GYMNASIUM APPAR	80550	GYMNASIUM APPARATUS	01/10/94	525.00	00/00/00
P40516		REC	REC GYMNASIUM APPAR			10/15/93	4,600.00	00/00/00
P40517		REC	REC GYMNASIUM APPAR			10/15/93	4,600.00	00/00/00
P40518		REC	REC GYMNASIUM APPAR			01/10/94	525.00	00/00/00
							10,250.00	
							84,896.21	

ROOM	FLOOR	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
PT/DIV	32944	LOCATION, 91015					
10099	MAIN	02008 CUTTER/SHREDDER, 10938	COMMODITY CODE DESC: CUTTER/SHREDDER, 10938	02/29/92	02/29/92	4,430.90	00/00/00
40500	MAIN	02539 COMPRESSOR, AIR > 5HP PORTAB	COMMODITY CODE DESC: COMPRESSOR, AIR 081491L 480160	02/29/92	02/29/92	1,039.74	00/00/00
02635	ADMN	04562 VACUUM CLEANER, HOUSEHOLD	COMMODITY CODE DESC: VACUUM CLEANER, NT1600006857	07/01/96	07/01/96	538.21	00/00/00
40492	MAIN	15455 SEHER PIPE CLEANING MACH	COMMODITY CODE DESC: SEHER PIPE CLEA VBY-39773	02/29/92	02/29/92	1,654.90	00/00/00
40481	MAIN	20511 CPU, MICROCOMPUT	COMMODITY CODE DESC: CPU, MICROCOMPUTER (PC)	02/29/92	02/29/92	1,244.52	00/00/00
40112	HIIS	20545 COMPUTER POWER	COMMODITY CODE DESC: COMPUTER POWER RELATED EQUI	02/29/92	02/29/92	1,673.10	00/00/00
P40456	TRAI	20547 PRINTER, (PC)	COMMODITY CODE DESC: PRINTER, (PC) PLOTTER	02/29/92	02/29/92	746.99	00/00/00

AD #	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
			DEPT/DIV. 52944					
			LOCATION. 91015					
			COMMODITY CODE: 20547	COMMODITY CODE DESC:	PRINTER, (PC)	FLUTTER	746.99	
			COMMODITY CODE: 28512	COMMODITY CODE DESC:	GENERATORS, PORTABLE		695.66	00/00/00
P40498		MAIN	GENERATORS, FOR 1110166		02/29/92	02/29/92	695.66	
			COMMODITY CODE: 28521	COMMODITY CODE DESC:	GENERATORS, STATIONARY		695.66	00/00/00
P40041		VOC	GENERATORS, STA 1110186		02/29/92	02/29/92	695.66	
			COMMODITY CODE: 34008	COMMODITY CODE DESC:	CABINET-SAFETY		557.70	00/00/00
P40489		MAIN	CABINET-SAFETY		02/29/92	02/29/92	557.70	00/00/00
P40490		MAIN	CABINET-SAFETY		02/29/92	02/29/92	557.70	00/00/00
P40491		MAIN	CABINET-SAFETY		02/29/92	02/29/92	557.70	00/00/00
P40042		VOC	CABINET-SAFETY YELLOW		02/29/92	02/29/92	2,230.80	
			COMMODITY CODE: 34567	COMMODITY CODE DESC:	AIR PACK, SAFETY EQUIP.		1,381.31	00/00/00
P40159		ANX	AIR PACK, SAFET		02/29/92	02/29/92	1,381.31	
			COMMODITY CODE: 36547	COMMODITY CODE DESC:	POLISHING & SCRUBBING MACH		650.00	00/00/00
P40513		CCA	POLISHING & SCR		12/28/93	12/28/93	650.00	00/00/00
P40514		CCA	POLISHING & SCR		12/28/93	12/28/93	1,300.00	

STATE OF MESSIE
PERSONAL PROPERTY 1...45 BY LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

IAO #	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DEPT/DIV:			32944					
			LOCATION: 91015					
P40272			COMMODITY CODE: 36574 SHAMP'OO & BUFFING MACHINES	COMMODITY CODE DESC: SHAMP'OO & BUFFING MACHINES	02/29/92	02/29/92	793.04	00/00/00
			CLOS	21280043			793.04	
P33030			COMMODITY CODE: 41816 DESK & TABLE, H	COMMODITY CODE DESC: DESK & TABLE, HOOD	03/20/92	03/20/92	579.95	00/00/00
P33029			COMMODITY CODE: 41816 DESK & TABLE, H	COMMODITY CODE DESC: DESK & TABLE, HOOD	03/20/92	03/20/92	579.95	00/00/00
							1,159.90	
P40520			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	01/27/94	01/27/94	866.27	00/00/00
P40521			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	01/27/94	01/27/94	866.27	00/00/00
P40522			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	01/27/94	01/27/94	866.27	00/00/00
P40523			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	01/27/94	01/27/94	866.27	00/00/00
P40524			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	01/27/94	01/27/94	866.27	00/00/00
P40525			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	01/27/94	01/27/94	866.27	00/00/00
P40526			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	01/27/94	01/27/94	866.27	00/00/00
P40527			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	01/27/94	01/27/94	866.27	00/00/00
P40195			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	02/29/92	02/29/92	592.09	00/00/00
P40390			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	02/29/92	02/29/92	538.21	00/00/00
P40179			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	02/29/92	02/29/92	538.21	00/00/00
P40181			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	02/29/92	02/29/92	538.21	00/00/00
P40471			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	02/29/92	02/29/92	538.21	00/00/00
P40480			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	02/29/92	02/29/92	538.21	00/00/00
P40484			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	02/29/92	02/29/92	538.21	00/00/00
P40485			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	02/29/92	02/29/92	538.21	00/00/00
P40487			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	02/29/92	02/29/92	538.21	00/00/00
P40499			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	02/29/92	02/29/92	538.21	00/00/00
P40288			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	02/29/92	02/29/92	538.21	00/00/00
P40190			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	02/29/92	02/29/92	592.09	00/00/00
P40185			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	02/29/92	02/29/92	538.21	00/00/00
P40182			COMMODITY CODE: 41820 CABINET, FILING	COMMODITY CODE DESC: CABINET, FILING, METAL	02/29/92	02/29/92	538.21	00/00/00
							14,572.86	

COMMODITY CODE: 41834 COMMODITY CODE DESC: FURNITURE, LOUNGE, IN, HOOD

STATE OF TENNESSEE
PERSONAL PROPERTY ITEMS BY LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

1: 8A11A230
00:07:36

FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
		DIV. 52944					
		LOCATION: 91015					
		COMMODITY CODE: 41034	COMMODITY CODE DESC:			672.30	00/00/00
52	CKPT	FURNITURE, LOUN	FURNITURE, LOUNGE, IH, HOOD	03/20/92	03/20/92	672.30	
		COMMODITY CODE: 51510	COMMODITY CODE DESC:				
25	HAIN	EDGER & TRIMMER	EDGER & TRIMMER	02/29/92	07/29/92	121.62	00/00/00
39	HAIN	EDGER & TRIMMER	EDGER & TRIMMER	02/29/92	02/29/92	121.62	00/00/00
41	HAIN	EDGER & TRIMMER	EDGER & TRIMMER	02/29/92	02/29/92	121.62	00/00/00
43	HAIN	EDGER & TRIMMER	EDGER & TRIMMER	02/29/92	02/29/92	121.62	00/00/00
44	HAIN	EDGER & TRIMMER	EDGER & TRIMMER	02/29/92	02/29/92	121.62	00/00/00
45	HAIN	EDGER & TRIMMER	EDGER & TRIMMER	02/29/92	02/29/92	121.62	00/00/00
46	HAIN	EDGER & TRIMMER	EDGER & TRIMMER	02/29/92	02/29/92	121.62	00/00/00
47	HAIN	EDGER & TRIMMER	EDGER & TRIMMER	02/29/92	02/29/92	972.96	
		COMMODITY CODE: 54914	COMMODITY CODE DESC:				
195	HAIN	DRILLS, HYDRAUL	DRILLS, HYDRAULIC POWERED	02/29/92	02/29/92	1,439.34	00/00/00
037	VOC	DRILLS, HYDRAUL	DRILLS, HYDRAULIC POWERED	02/29/92	02/29/92	1,439.33	00/00/00
		COMMODITY CODE: 54552	COMMODITY CODE DESC:				
1040	VOC	SANDERS, BENCH	SANDERS, BENCH OR PORTABLE	02/29/92	02/29/92	877.93	00/00/00
		COMMODITY CODE: 54954	COMMODITY CODE DESC:				
0189	HAIN	SAH, STATIONARY	SAH, STATIONARY POWERED	02/29/92	02/29/92	1,779.32	00/00/00
0493	HAIN	SAH, STATIONARY	SAH, STATIONARY POWERED	02/29/92	02/29/92	588.59	00/00/00
0494	HAIN	SAH, STATIONARY	SAH, STATIONARY POWERED	02/29/92	02/29/92	773.31	00/00/00
0036	VOC	SAH, STATIONARY	SAH, STATIONARY POWERED	02/29/92	02/29/92	773.31	00/00/00
0038	VOC	SAH, STATIONARY	SAH, STATIONARY POWERED	02/29/92	02/29/92	588.58	00/00/00
						4,593.11	

STATE OF WNESSEE
PERSONAL PROPERTY .45 BY LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

REPORT: B111A.
TIME: 00:09:36

ACQUIRE DATE FIN SVC DATE

STATE COST

REIRE DATE

TAG #	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	COMMODITY CODE	COMMODITY CODE DESC	ACQUIRE DATE	FIN SVC DATE	STATE COST	REIRE DATE
DEPT/DIV: J2944										
LOCATION: 91015										
P40039			SHAPER & JOINTE	001639	54556	SHAPER & JOINTER, HOOD	02/29/92	02/29/92	1,238.38	00/00/00
			SHAPER & JOINTE	001639	54556	SHAPER & JOINTER, HOOD	02/29/92	02/29/92	1,238.38	00/00/00
COMMODITY CODE: 60010 CALCULATOR, ELECTRONIC										
P40121			CALCULATOR, ELE	2D003671	60010	CALCULATOR, ELECTRONIC	02/29/92	02/29/92	121.54	00/00/00
P40486			CALCULATOR, ELE	1D058549	60010	CALCULATOR, ELECTRONIC	02/29/92	02/29/92	121.54	00/00/00
P40488			CALCULATOR, ELE	1D058589	60010	CALCULATOR, ELECTRONIC	02/29/92	02/29/92	121.54	00/00/00
P40449			CALCULATOR, ELE	1D056749	60010	CALCULATOR, ELECTRONIC	02/29/92	02/29/92	121.54	00/00/00
P40469			CALCULATOR, ELE	1D057219	60010	CALCULATOR, ELECTRONIC	02/29/92	02/29/92	607.70	00/00/00
COMMODITY CODE: 60072 TYPEWRITER, ELECTRIC										
P40483			TYPEWRITER, ELE	11-TR006	60072	TYPEWRITER, ELECTRIC	02/29/92	02/29/92	508.37	00/00/00
P40253			TYPEWRITER, ELE	11-TR009	60072	TYPEWRITER, ELECTRIC	02/29/92	02/29/92	508.35	00/00/00
COMMODITY CODE: 72072 PUMP, TRASH										
P40497			PUMP, TRASH	37712	72072	PUMP, TRASH	02/29/92	02/29/92	810.97	00/00/00
COMMODITY CODE: 72535 PAGING, RADIO & CHARGERS										
P33204			PAGING, RADIO &		72535	PAGING, RADIO & CHARGERS	07/10/92	07/10/92	573.75	00/00/00
COMMODITY CODE: 72571 RADIO, 2-HAY REC, TRANSMITE										
P40205			RADIO, 2-HAY RE	48JASE0014	72571	RADIO, 2-HAY REC, TRANSMITE	02/29/92	02/29/92	2,363.95	00/00/00
P40206			RADIO, 2-HAY RE	221ASE0131	72571	RADIO, 2-HAY REC, TRANSMITE	02/29/92	02/29/92	1,981.86	00/00/00
P40207			RADIO, 2-HAY RE	48JASE0010	72571	RADIO, 2-HAY REC, TRANSMITE	02/29/92	02/29/92	2,363.95	00/00/00

STATE OF TENNESSEE
PERSONAL PROPERTY ITEMS BY LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

REPORT: PA11A230
TIME: 00:07:36

TAG # FLOOR ROOM UNIT DESCRIPTION SERIAL # ACQUIRE DATE FIN SVC DATE RETIRE DATE STATE COST

DEPT/DIV: 52964

LOCATION: 91015

COMMODITY CODE:	72571	COMMODITY CODE DESC:	RADIO, 2-WAY REC, TRANSMITE	02/29/92	02/29/92	00/00/00
P40209	UBA-	RADIO, 2-WAY RE	483ASE0011	02/29/92	02/29/92	2,363.95
P40210	UBA-	RADIO, 2-WAY RE	483ASE0013	02/29/92	02/29/92	2,363.95
P40211	UBA-	RADIO, 2-WAY RE	221ASE0132	02/29/92	02/29/92	1,481.86
P40212	UBA-	RADIO, 2-WAY RE	221ASE0133	02/29/92	02/29/92	1,481.86
P40213	UBA-	RADIO, 2-WAY RE	483ASE0012	02/29/92	02/29/92	2,363.95
P40208	U#11	RADIO, 2-WAY RE	221ASE0129	02/29/92	02/29/92	1,481.86
P40203	HARD	RADIO, 2-WAY RE	221ASE0130	02/29/92	02/29/92	1,481.86
P40204	HARD	RADIO, 2-WAY RE	483ASE0009	02/29/92	02/29/92	2,363.95
						21,593.00

COMMODITY CODE:	72577	COMMODITY CODE DESC:	RADIO, 2-WAY PORT & CHARGER	07/10/92	07/10/92	00/00/00
P33135	CONT	RADIO, 2-WAY PD	751ASL0844	07/10/92	07/10/92	746.76
						746.76

COMMODITY CODE:	74062	COMMODITY CODE DESC:	ICE MAKING & DISPENCOR MACH	02/18/94 <th>02/18/94 <th>00/00/00</th> </th>	02/18/94 <th>00/00/00</th>	00/00/00
P40529	KITC	ICE MAKING & DI	H31701222H	02/18/94	02/18/94	1,944.81
P40530	KITC	ICE MAKING & DI	H31701222H	02/18/94	02/18/94	1,944.81
P40531	KITC	ICE MAKING & DI	H317-01227H	01/11/93	01/11/93	1,944.81
						5,834.43

COMMODITY CODE:	79556	COMMODITY CODE DESC:	SEHINO MACHINE, HEAVY DUTY	02/29/92 <th>02/29/92 <th>00/00/00</th> </th>	02/29/92 <th>00/00/00</th>	00/00/00
P40109	HHS	SEHINO MACHINE,	DDL0L76132	02/29/92	02/29/92	756.12
P40110	HHS	SEHINO MACHINE,	DDL0L76114	02/29/92	02/29/92	756.12
P40111	HHS	SEHINO MACHINE,	DDL0L76151	02/29/92	02/29/92	756.12
						2,268.36

COMMODITY CODE:	84042	COMMODITY CODE DESC:	TV RECEIVER OR CONSOLE	07/01/96 <th>07/01/96 <th>00/00/00</th> </th>	07/01/96 <th>00/00/00</th>	00/00/00
J02636	ADM	TV RECEIVER OR	415521048	07/01/96	07/01/96	231.66
P40143	MATH	RECEIVER, TV &	370999	02/29/92	02/29/92	231.66
P40659	STOR	RECEIVER, TV &	370974	02/29/92	02/29/92	231.66
P40657	WARE	RECEIVER, TV &	370996	02/29/92	02/29/92	231.66

STATE OF TENNESSEE
PERSONAL PROPERTY AS BY LOCATION
AUTHORIZED ASSESSORS
FROM 01/01/60 TO 07/30/96

REPORT: BA11A.
TIME: 00:09:00

RETIRE DATE
STATE COST

ACQUIRE DATE FIN SVC DATE

TAO #	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	COMMODITY CODE	COMMODITY CODE DESC.	TV RECEIVER OR CONSOLE	STATE COST	RETIRE DATE
DEPT/DIV: 32944									
LOCATION: 91015									
P40160			RECEIVER, TV &	370331	84042	RECEIVER, TV &	02/29/92	231.66	00/00/00
P40140			RECEIVER, TV &	370334		RECEIVER, TV &	02/29/92	231.66	00/00/00
P40149			RECEIVER, TV &	370335		RECEIVER, TV &	02/29/92	231.66	00/00/00
P40467			RECEIVER, TV &	370376		RECEIVER, TV &	02/29/92	231.66	00/00/00
									1,853.28
LOCATION: 91016									
P40174			HELDER, ARC, HO	D422927	89514	HELDER, ARC, HO	02/29/92	561.66	00/00/00
P40173			HELDER, ARC, HO	D422928		HELDER, ARC, HO	02/29/92	561.66	00/00/00
P40496			HELDER, ARC, HO	9791-A1197826		HELDER, ARC, HO	02/29/92	2,470.02	00/00/00
									3,593.34
LOCATION: 91016									
P33041			METAL FINDERS &	21910	89037	METAL FINDERS &	02/29/92	3,926.50	00/00/00
P33040			METAL FINDERS &	21909		METAL FINDERS &	02/29/92	3,926.50	00/00/00
									7,853.00
LOCATION: 91017									
P40332			CPU-MICROCOMPUT	88281	28511	CPU-MICROCOMPUT (PC)	02/29/92	1,244.52	00/00/00
									1,244.52

STATE OF TENN IF
PERSONAL PROPERTY ITEMS - LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

RT, BA11A230
00/07/96

STATE COST RETIRE DATE

ACQUIRE DATE FIN SVC DATE

SERIAL #

FLOOR ROOM UNIT DESCRIPTION

1/DIV, 32946

LOCATION: 91017

COMMODITY CODE: 20547

COMMODITY CODE DESC: PRINTER, (PC)

DLKARQ16326

PRINTER, (PC)

02/29/92

02/29/92

00/00/00

390.06

390.06

1154

COMMODITY CODE: 41820

COMMODITY CODE DESC: CABINET, FILING, METAL

CABINET, FILING, METAL

02/29/92

02/29/92

02/29/92

00/00/00

00/00/00

00/00/00

592.09

538.21

538.21

1,668.51

0273

0171

0166

CABINET, FILING

CABINET, FILING

CABINET, FILING

41820

41820

41820

COMMODITY CODE: 60010

COMMODITY CODE DESC: CALCULATOR, ELECTRONIC

CALCULATOR, ELECTRONIC

02/29/92

02/29/92

00/00/00

121.54

121.54

121.54

40432

LAUN

COMMODITY CODE: 60010

COMMODITY CODE DESC: CALCULATOR, ELE 1D056779

CALCULATOR, ELECTRONIC

02/29/92

02/29/92

00/00/00

121.54

121.54

121.54

3,424.63

LOCATION: 91018

COMMODITY CODE: 20547

COMMODITY CODE DESC: PRINTER, (PC)

02/29/92

02/29/92

00/00/00

746.99

746.99

P40455

OPER

COMMODITY CODE: 20547

COMMODITY CODE DESC: PRINTER, (PC)

02/29/92

02/29/92

00/00/00

746.99

746.99

P40412

P40166

COMMODITY CODE: 34567

COMMODITY CODE DESC: SCRUBA & SKIM D

02/29/92

02/29/92

00/00/00

1,381.38

1,381.31

1,381.31

2,762.69

SCRUBA & SKIM D

AIR PACK, SAFET

02/29/92

02/29/92

00/00/00

1,381.38

1,381.31

1,381.31

2,762.69

COMMODITY CODE: 41816

COMMODITY CODE DESC: DESK & TABLE, HOOD

DESK & TABLE, HOOD

02/29/92

02/29/92

00/00/00

1,381.38

1,381.31

1,381.31

2,762.69

STATE OF TENNESSEE
 PERSONAL PROPERTY
 AUTHORIZED ASSETS
 FROM 01/01/60 TO 07/30/96

TAO #	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DEPT/DIV. 32944								
LOCATION: 91018								
P33018		CONF	DESK & TABLE, H	41816	03/20/92	03/20/92	1,316.35	00/00/00
			DESK & TABLE, HOOD				1,316.35	
P40167		INHA	CABINET, FILING	41820	02/29/92	02/29/92	592.09	00/00/00
P40168		INHA	CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40199		OPER	CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40290		OPER	CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
P40414		OPER	CABINET, FILING, METAL				2,852.69	
P33177		LOUH	FURNITURE, LOUH	41834	04/06/92	04/06/92	934.75	00/00/00
P33178		MEDI	FURNITURE, LOUH		04/06/92	04/06/92	934.75	00/00/00
P33035		OPER	FURNITURE, LOUH		03/20/92	03/20/92	934.75	00/00/00
P33180		OPER	FURNITURE, LOUH		04/06/92	04/06/92	934.75	00/00/00
			FURNITURE, LOUNGE, IN, HOOD				3,739.00	
P40010		OPER	CALCULATOR, ELE	60010	02/29/92	02/29/92	115.45	00/00/00
P40015		OPER	CALCULATOR, ELE		02/29/92	02/29/92	115.45	00/00/00
			CALCULATOR, ELECTRONIC				230.90	
P40416		OPER	TYPEWRITER, ELE	60072	02/29/92	02/29/92	527.67	00/00/00
			TYPEWRITER, ELECTRIC				527.67	
			TYPEWRITER, ELE		02/29/92	02/29/92		
			MAIL METERING EQUIPMENT	60255				

STATE OF TENNESSEE
PERSONAL PROPERTY ITEMS BY LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

ORT: PA11A230
IL: 00/07/36

FLOOR ROOM UNIT DESCRIPTION SERIAL # ACQUIRE DATE FIN SVC DATE STATE COST RETIRE DATE

COMMODITY CODE:	MAIL METERING E	60255	COMMODITY CODE DESC:	MAIL METERING EQUIPMENT	02/29/92	02/29/92	590.74	00/00/00
10274	MAIL						590.74	
33196	COMMUNITY CODE:	72535	COMMUNITY CODE DESC:	PAGING, RADIO & CHARGERS	07/10/92	07/10/92	573.75	00/00/00
33197	COMMUNITY CODE:				07/10/92	07/10/92	573.75	00/00/00
33198	COMMUNITY CODE:				07/10/92	07/10/92	573.75	00/00/00
33199	COMMUNITY CODE:				07/10/92	07/10/92	2,295.00	00/00/00
33214	COMMUNITY CODE:	72571	COMMUNITY CODE DESC:	RADIO, 2-HAY REC, TRANSMITE	09/15/92	09/15/92	85,203.84	00/00/00
	COMMUNITY CODE:						85,203.84	
33046	COMMUNITY CODE:	72577	COMMUNITY CODE DESC:	RADIO, 2-HAY PORT & CHARGER	07/10/92	07/10/92	746.76	00/00/00
33047	COMMUNITY CODE:				07/10/92	07/10/92	746.76	00/00/00
33048	COMMUNITY CODE:				07/10/92	07/10/92	746.76	00/00/00
33049	COMMUNITY CODE:				07/10/92	07/10/92	746.76	00/00/00
33051	COMMUNITY CODE:				07/10/92	07/10/92	746.76	00/00/00
33053	COMMUNITY CODE:				07/10/92	07/10/92	746.76	00/00/00
33054	COMMUNITY CODE:				07/10/92	07/10/92	746.76	00/00/00
33055	COMMUNITY CODE:				07/10/92	07/10/92	746.76	00/00/00
33056	COMMUNITY CODE:				07/10/92	07/10/92	746.76	00/00/00
33057	COMMUNITY CODE:				07/10/92	07/10/92	746.76	00/00/00
33058	COMMUNITY CODE:				07/10/92	07/10/92	746.76	00/00/00
33059	COMMUNITY CODE:				07/10/92	07/10/92	746.76	00/00/00
33060	COMMUNITY CODE:				07/10/92	07/10/92	746.76	00/00/00
33061	COMMUNITY CODE:				07/10/92	07/10/92	746.76	00/00/00
33062	COMMUNITY CODE:				07/10/92	07/10/92	746.76	00/00/00
33063	COMMUNITY CODE:				07/10/92	07/10/92	746.76	00/00/00
33064	COMMUNITY CODE:				07/10/92	07/10/92	746.76	00/00/00
33065	COMMUNITY CODE:				07/10/92	07/10/92	746.76	00/00/00
33066	COMMUNITY CODE:				07/10/92	07/10/92	746.76	00/00/00

PT/DIV: 52964

LOCATION: 91018

STATE OF ILLINOIS
PERSONAL PROPERTY INVENTORY BY LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

PORT: BAI122-
4E, 00-09-36

REIRE DATE

STATE COST

ACQUIRE DATE FIN SVC DATE

COMMODITY CODE:	72577	COMMODITY CODE DESC:	RADIO, 2-HAY PORT & CHARGER	07/10/92	00/00/00
3067	COMT	751ASL0800	RADIO, 2-HAY PO	07/10/92	00/00/00
3068	COMT	751ASL0781	RADIO, 2-HAY PO	07/10/92	00/00/00
3069	COMT	751ASL0786	RADIO, 2-HAY PO	07/10/92	00/00/00
3070	COMT	751ASL0789	RADIO, 2-HAY PO	07/10/92	00/00/00
3071	COMT	751ASL0782	RADIO, 2-HAY PO	07/10/92	00/00/00
3072	COMT	751ASL0771	RADIO, 2-HAY PO	07/10/92	00/00/00
3073	COMT	751ASL0783	RADIO, 2-HAY PO	07/10/92	00/00/00
3074	COMT	751ASL0778	RADIO, 2-HAY PO	07/10/92	00/00/00
3075	COMT	751ASL0780	RADIO, 2-HAY PO	07/10/92	00/00/00
3076	COMT	751ASL0770	RADIO, 2-HAY PO	07/10/92	00/00/00
3077	COMT	751ATG1006	RADIO, 2-HAY PO	07/10/92	00/00/00
3078	COMT	751ASL0796	RADIO, 2-HAY PO	07/10/92	00/00/00
3079	COMT	751ASL0797	RADIO, 2-HAY PO	07/10/92	00/00/00
3080	COMT	751ASL0766	RADIO, 2-HAY PO	07/10/92	00/00/00
3081	COMT	751ASL0749	RADIO, 2-HAY PO	07/10/92	00/00/00
3082	COMT	751ASL0745	RADIO, 2-HAY PO	07/10/92	00/00/00
3083	COMT	751ASL0748	RADIO, 2-HAY PO	07/10/92	00/00/00
3084	COMT	751ASL0759	RADIO, 2-HAY PO	07/10/92	00/00/00
3085	COMT	751ASL0746	RADIO, 2-HAY PO	07/10/92	00/00/00
3086	COMT	751ASL0776	RADIO, 2-HAY PO	07/10/92	00/00/00
3087	COMT	751ASL0743	RADIO, 2-HAY PO	07/10/92	00/00/00
3088	COMT	751ASL0747	RADIO, 2-HAY PO	07/10/92	00/00/00
3089	COMT	751ASL0758	RADIO, 2-HAY PO	07/10/92	00/00/00
3090	COMT	751ASL0757	RADIO, 2-HAY PO	07/10/92	00/00/00
3091	COMT	751ASL0805	RADIO, 2-HAY PO	07/10/92	00/00/00
3092	COMT	751ASL0756	RADIO, 2-HAY PO	07/10/92	00/00/00
3093	COMT	751ASL0755	RADIO, 2-HAY PO	07/10/92	00/00/00
3094	COMT	751ASL0742	RADIO, 2-HAY PO	07/10/92	00/00/00
3095	COMT	751ASL0750	RADIO, 2-HAY PO	07/10/92	00/00/00
3096	COMT	751ASL0754	RADIO, 2-HAY PO	07/10/92	00/00/00
3097	COMT	751ASL0760	RADIO, 2-HAY PO	07/10/92	00/00/00
3098	COMT	751ASL0744	RADIO, 2-HAY PO	07/10/92	00/00/00
3099	COMT	751ASL0741	RADIO, 2-HAY PO	07/10/92	00/00/00
3100	COMT	751ASL0804	RADIO, 2-HAY PO	07/10/92	00/00/00
3101	COMT	751ASL0811	RADIO, 2-HAY PO	07/10/92	00/00/00
3102	COMT	751ASL0788	RADIO, 2-HAY PO	07/10/92	00/00/00
3103	COMT	751ASL0791	RADIO, 2-HAY PO	07/10/92	00/00/00
3104	COMT	751ASL0790	RADIO, 2-HAY PO	07/10/92	00/00/00
3105	COMT	751ASL0794	RADIO, 2-HAY PO	07/10/92	00/00/00
3106	COMT	751ASL0752	RADIO, 2-HAY PO	07/10/92	00/00/00
3107	COMT	751ASL0751	RADIO, 2-HAY PO	07/10/92	00/00/00
3108	COMT	751ASL0795	RADIO, 2-HAY PO	07/10/92	00/00/00
3109	COMT	751ASL0795	RADIO, 2-HAY PO	07/10/92	00/00/00

PT/DIV: 32944

LOCATION: 91018

REPORT: BA..AZ30
TIME: 00:09:36

STAT: TENNESSEE
PERSONAL PROPERTY ITEMS BY LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

TAO # FLOOR ROOM UNIT DESCRIPTION SERIAL # ACQUIRE DATE FIN SVC DATE STATE COST RETIRE DATE

DEPT/DIV: 32944

LOCATION: 91018

COMMODITY CODE:	72577	COMMODITY CODE DESC:	RADIO, 2-HAY PORT & CHARGER			
P33156		COHT	751ASL0A28	07/10/92	746.76	00/00/00
P33157		COHT	751ASL0A31	07/10/92	746.76	00/00/00
P33158		COHT	751ASL0A50	07/10/92	746.76	00/00/00
P33159		COHT	751ASL0A32	07/10/92	746.76	00/00/00
P33160		COHT	751ASL0A53	07/10/92	746.76	00/00/00
P33162		COHT	751ASL0A40	07/10/92	746.76	00/00/00
P33163		COHT	751ASL0A43	07/10/92	746.76	00/00/00
P33164		COHT	751ASL0A46	07/10/92	746.76	00/00/00

84,383.88

COMMODITY CODE: 89037 METAL FINDERS & DETECTOR

3,926.50 00/00/00
3,926.50

P33037 VISI METAL FINDERS & 21908 02/29/92 02/29/92

COMMODITY CODE: 89877 X-RAY MACHINE, DIAGNOSTIC

21,450.00 00/00/00
21,450.00

P33195 PROP X-RAY MACHINE, 50925 07/10/92 07/10/92

210,106.25

LOCATION: 91019

COMMODITY CODE: 20511 CPU,MICROCOMPUTER (PC)

1,966.82 00/00/00
1,966.82

P40007 ASTS CPU,MICROCOMPUT 23-K0BFL 02/29/92 02/29/92

COMMODITY CODE: 20547 PRINTER, (PC) PLOTTER

398.60 00/00/00
398.60

J02637 ADMHA DMH PRINTER, (PC) 2100014886 07/01/96 07/01/96
P40297 CLAS PRINTER, (PC) 1GMAT518091 02/29/92 02/29/92

STATE OF TENNESSEE
PERSONAL PROPERTY ITEMS BY LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

BA11A230
00.07.36

FLOOR ROOM UNIT DESCRIPTION SERIAL # ACQUIRE DATE FIN SVC DATE STATE COST RETIRE DATE

FLOOR ROOM UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
IV, 32944					
CATION, 91019					
COMMODITY CODE: 20547	COMMODITY CODE DESC: PRINTER, (PC) FLOTTER			797.20	
COMMODITY CODE: 26022	COMMODITY CODE DESC: DENTAL UNIT & COMPONENT				
7 DENT	011135891	02/29/92	02/29/92	625.27	00/00/00
1 DENT	011136291	02/29/92	02/29/92	625.27	00/00/00
1 DENT	011136691	02/29/92	02/29/92	1,875.81	00/00/00
COMMODITY CODE: 36574	COMMODITY CODE DESC: SHAMPOO & BUFFING MACHINES				
7 E27	21280045	02/29/92	02/29/92	795.04	00/00/00
COMMODITY CODE: 40802	COMMODITY CODE DESC: BEDS, HOSPITAL				
14 HOSP	HOSPITAL	02/29/92	02/29/92	560.30	00/00/00
15 HOSP	HOSPITAL	02/29/92	02/29/92	560.30	00/00/00
16 HOSP	HOSPITAL	02/29/92	02/29/92	560.30	00/00/00
17 HOSP	HOSPITAL	02/29/92	02/29/92	560.30	00/00/00
18 HOSP	HOSPITAL	02/29/92	02/29/92	560.30	00/00/00
19 HOSP	HOSPITAL	02/29/92	02/29/92	560.30	00/00/00
30 HOSP	HOSPITAL	02/29/92	02/29/92	560.30	00/00/00
31 HOSP	HOSPITAL	02/29/92	02/29/92	560.30	00/00/00
14 INF				1,416.77	00/00/00
				5,899.17	
COMMODITY CODE: 40866	COMMODITY CODE DESC: TABLE, EXAMINATION				
191 CLIN	EXAMINAT	02/29/92	02/29/92	727.32	00/00/00
192 CLIN	EXAMINAT	02/29/92	02/29/92	727.32	00/00/00
193 CLIN	EXAMINAT	02/29/92	02/29/92	727.32	00/00/00
194 CLIN	EXAMINAT	02/29/92	02/29/92	2,909.28	00/00/00

STATE OF TI SSEE
PERSONAL PROPERTY ITE... BY LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

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FLOOR ROOM UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
0 FLOOR ROOM UNIT DESCRIPTION					
1/DIV, 32944					
LOCATION, 91019					
COMMODITY CODE: 41816	COMMODITY CODE DESC: DESK & TABLE, HOOD	03/20/92	03/20/92	714.75	00/00/00
031 MED	DESK & TABLE, H			714.75	
COMMODITY CODE: 41820	COMMODITY CODE DESC: CABINET, FILING, METAL				
396 CLIH	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
287 PERS	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
400 RECO	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
401 RECO	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
402 RECO	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
403 RECO	CABINET, FILING	02/29/92	02/29/92	538.21	00/00/00
404 RECO	CABINET, FILING	02/29/92	02/29/92	592.09	00/00/00
405 RECO	CABINET, FILING			4,359.56	
COMMODITY CODE: 46524	COMMODITY CODE DESC: DIAGNOSTIC EQUIP-COMPUTER				
0410 CLIH	DIAGNOSTIC EQUI 10102712	02/29/92	02/29/92	2,686.61	00/00/00
COMMODITY CODE: 46558	COMMODITY CODE DESC: ORTHOPEDIC EQUIPMENT				
0053 CLIH	ORTHOPEDIC EQUI HU101C11853	02/29/92	02/29/92	614.18	00/00/00
COMMODITY CODE: 60010	COMMODITY CODE DESC: CALCULATOR, ELE				
10125 ADH	CALCULATOR, ELE 2D002031	02/29/92	02/29/92	121.54	00/00/00
10398 E26	CALCULATOR, ELE 1D057249	02/29/92	02/29/92	121.54	00/00/00
COMMODITY CODE: 60072	COMMODITY CODE DESC: TYPEWRITER, ELECTRIC				
COMMODITY CODE: 60072	COMMODITY CODE DESC: TYPEWRITER, ELECTRIC			243.00	

STATE OF TENNESSEE
PERSONAL PROPERTY FILMS BY LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

REPORT: B111A230
TIME: 00:09:36

NO	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE FIN SVC DATE	STATE COST	RETIRE DATE
DEPT/DIV: 32944							
LOCATION: 91019							
			COMMODITY CODE:	60072	COMMODITY CODE DESC:	TYPEWRITER, ELECTRIC	
40399		E26	TYPEWRITER, ELE	80269IX	02/29/92	527.67	00/00/00
			COMMODITY CODE:	60082	COMMODITY CODE DESC:	VALIDATING MACHINE	
40406			DEPT		02/29/92	2,394.16	00/00/00
			VALIDATING MACH			2,394.16	
						25,781.33	
LOCATION: 91021							
			COMMODITY CODE:	04562	COMMODITY CODE DESC:	VACUUM CLEANER, HOUSEHOLD	
J02638		OPER	OPER	944923374	07/01/96	120.39	00/00/00
			VACUUM CLEANER,			120.39	
			COMMODITY CODE:	20511	COMMODITY CODE DESC:	CPU-MICROCOMPUTER (PC)	
P40294		CLAS	CPU-MICROCOMPUT	8860T	02/29/92	1,244.52	00/00/00
P40295		CLAS	CPU-MICROCOMPUT	8863T	02/29/92	1,244.52	00/00/00
P40299		CLAS	CPU-MICROCOMPUT	8846T	02/29/92	1,244.52	00/00/00
P40300		CLAS	CPU-MICROCOMPUT	8855T	02/29/92	1,244.52	00/00/00
P40301		CLAS	CPU-MICROCOMPUT	8870T	02/29/92	1,244.52	00/00/00
P40302		CLAS	CPU-MICROCOMPUT	8869T	02/29/92	1,244.52	00/00/00
P40303		CLAS	CPU-MICROCOMPUT	8856T	02/29/92	1,244.52	00/00/00
P40304		CLAS	CPU-MICROCOMPUT	8811T	02/29/92	1,244.52	00/00/00
P40305		CLAS	CPU-MICROCOMPUT	8826T	02/29/92	1,244.52	00/00/00
P40306		CLAS	CPU-MICROCOMPUT	8808T	02/29/92	1,244.52	00/00/00
P40307		CLAS	CPU-MICROCOMPUT	8812T	02/29/92	1,244.52	00/00/00
P40308		CLAS	CPU-MICROCOMPUT	8857T	02/29/92	1,244.52	00/00/00
P40309		CLAS	CPU-MICROCOMPUT	8806T	02/29/92	1,244.52	00/00/00
P40310		CLAS	CPU-MICROCOMPUT	8818T	02/29/92	1,244.52	00/00/00
P40311		CLAS	CPU-MICROCOMPUT	8848T	02/29/92	1,244.52	00/00/00
P40312		CLAS	CPU-MICROCOMPUT	8838T	02/29/92	1,244.52	00/00/00
P40313		CLAS	CPU-MICROCOMPUT	8836T	02/29/92	1,244.52	00/00/00

STATE OF TEXAS
PERSONAL PROPERTY ITEM - BY LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

PORT: BAI1A230
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COMMODITY CODE	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
10314			20511 CPU-MICROCOMPUT	8868T	02/29/92	02/29/92	1,244.52	00/00/00
10317			20511 CPU-MICROCOMPUT	8865T	02/29/92	02/29/92	1,244.52	00/00/00
10318			20511 CPU-MICROCOMPUT	8861T	02/29/92	02/29/92	1,244.52	00/00/00
10321			20511 CPU-MICROCOMPUT	8860T	02/29/92	02/29/92	1,244.52	00/00/00
10323			20511 CPU-MICROCOMPUT	8832T	02/29/92	02/29/92	1,244.52	00/00/00
10325			20511 CPU-MICROCOMPUT	8837T	02/29/92	02/29/92	1,244.52	00/00/00
10324			20511 CPU-MICROCOMPUT	8821T	02/29/92	02/29/92	1,244.52	00/00/00
10326			20511 CPU-MICROCOMPUT	8804T	02/29/92	02/29/92	1,244.52	00/00/00
10328			20511 CPU-MICROCOMPUT	8810T	02/29/92	02/29/92	1,244.52	00/00/00
10329			20511 CPU-MICROCOMPUT	8854T	02/29/92	02/29/92	1,244.52	00/00/00
10331			20511 CPU-MICROCOMPUT	8823T	02/29/92	02/29/92	1,244.52	00/00/00
10333			20511 CPU-MICROCOMPUT	8827T	02/29/92	02/29/92	1,244.52	00/00/00
10334			20511 CPU-MICROCOMPUT	8871T	02/29/92	02/29/92	1,244.52	00/00/00
10336			20511 CPU-MICROCOMPUT	8874T	02/29/92	02/29/92	1,244.52	00/00/00
10337			20511 CPU-MICROCOMPUT	8833T	02/29/92	02/29/92	1,244.52	00/00/00
10338			20511 CPU-MICROCOMPUT	8830T	02/29/92	02/29/92	1,244.52	00/00/00
10339			20511 CPU-MICROCOMPUT	8835T	02/29/92	02/29/92	1,244.52	00/00/00
10341			20511 CPU-MICROCOMPUT	8819T	02/29/92	02/29/92	1,244.52	00/00/00
10344			20511 CPU-MICROCOMPUT	8843T	02/29/92	02/29/92	1,244.52	00/00/00
10356			20511 CPU-MICROCOMPUT	8850T	02/29/92	02/29/92	1,244.52	00/00/00
10357			20511 CPU-MICROCOMPUT	8801T	02/29/92	02/29/92	1,244.52	00/00/00
10358			20511 CPU-MICROCOMPUT	8816T	02/29/92	02/29/92	1,244.52	00/00/00
10359			20511 CPU-MICROCOMPUT	8859T	02/29/92	02/29/92	1,244.52	00/00/00
10362			20511 CPU-MICROCOMPUT	8853T	02/29/92	02/29/92	1,244.52	00/00/00
10363			20511 CPU-MICROCOMPUT	8849T	02/29/92	02/29/92	1,244.52	00/00/00
10364			20511 CPU-MICROCOMPUT	8841T	02/29/92	02/29/92	1,244.52	00/00/00
10365			20511 CPU-MICROCOMPUT	8825T	02/29/92	02/29/92	1,244.52	00/00/00
10366			20511 CPU-MICROCOMPUT	8842T	02/29/92	02/29/92	1,244.52	00/00/00
10368			20511 CPU-MICROCOMPUT	8821T	02/29/92	02/29/92	1,244.52	00/00/00
10369			20511 CPU-MICROCOMPUT	8854T	02/29/92	02/29/92	1,244.52	00/00/00
10370			20511 CPU-MICROCOMPUT	8858T	02/29/92	02/29/92	1,244.52	00/00/00
10373			20511 CPU-MICROCOMPUT	8820T	02/29/92	02/29/92	1,244.52	00/00/00
10350			20511 CPU-MICROCOMPUT	8866T	02/29/92	02/29/92	1,244.52	00/00/00
10351			20511 CPU-MICROCOMPUT	0082T	02/29/92	02/29/92	1,244.52	00/00/00
10367			20511 CPU-MICROCOMPUT	8837T	02/29/92	02/29/92	1,244.52	00/00/00
10369			20511 CPU-MICROCOMPUT	2092318847T	02/29/92	02/29/92	1,244.52	00/00/00
10370			20511 CPU-MICROCOMPUT	8839T	02/29/92	02/29/92	1,244.52	00/00/00
10371			20511 CPU-MICROCOMPUT	209318831T	02/29/92	02/29/92	1,244.52	00/00/00

PT/DIV: 32944

LOCATION: 91021

TAO #	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DEPT/DIV. 32944								
LOCATION. 91021								
			COMMODITY CODE:	20511	COMMODITY CODE DESC:	CPU-MICROCOMPUTER (PC)	73,426.68	
			COMMODITY CODE:	20547	COMMODITY CODE DESC:	PRINTER, (PC)		
P40021		CLAS	PRINTER, (PC)	1620969X	02/29/92	02/29/92	747.00	00/00/00
P40343		CLAS	PRINTER, (PC)	IGHAIJ15473	02/29/92	02/29/92	398.60	00/00/00
P40202		VOTE	PRINTER, (PC)	IGHAIJ25336	05/22/92	05/22/92	367.00	00/00/00
							1,512.60	
			COMMODITY CODE:	20549	COMMODITY CODE DESC:	PRINTER/SUBSYST WORKSTATION		
P40475		SECR	PRINTERS & PRIN	11-37722	02/29/92	02/29/92	382.23	00/00/00
							382.23	
			COMMODITY CODE:	34008	COMMODITY CODE DESC:	CABINET-SAFETY		
P40381		ART8	CABINET-SAFETY		02/29/92	02/29/92	557.70	00/00/00
							557.70	
			COMMODITY CODE:	36574	COMMODITY CODE DESC:	SHAMPOO & BUFFING MACHINES		
P40106		10A	SHAMPOO & BUFFI	920749	02/29/92	02/29/92	705.76	00/00/00
							705.76	
			COMMODITY CODE:	41816	COMMODITY CODE DESC:	DESK & TABLE, WOOD		
P33017		COUN	DESK & TABLE, H		03/20/92	03/20/92	714.75	00/00/00
P33171		LIBR	DESK & TABLE, H		02/19/92	02/19/92	714.75	00/00/00
P33192		LIBR	DESK & TABLE, H		02/19/92	02/19/92	579.95	00/00/00
P33187		PROO	DESK & TABLE, H		02/19/92	02/19/92	599.95	00/00/00
P40502	01	VOCED	DESK & TABLE, H	NO SER	01/19/94	01/19/94	599.95	00/00/00
P40503	01	VOCED	DESK & TABLE, H	NO SER	01/19/94	01/19/94	599.95	00/00/00
							3,924.10	

STATE OF INDIANA
PERSONAL PROPERTY TAXES BY LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

REPORT: BAIJA
TIME: 00:09:36

RETIRE DATE

STATE COST

ACQUIRE DATE FIN SVC DATE

TAG # FLOOR ROOM UNIT DESCRIPTION SERIAL #

DEPT/DIV. 52944

LOCATION: 91021

COMMODITY CODE:	41820	COMMODITY CODE DESC:	CABINET, FILING, METAL	02/29/92	02/29/92	592.09	00/00/00
P40018		AIHE	FILING	02/29/92	02/29/92	538.21	00/00/00
P40470		ASIN	FILING	02/29/92	02/29/92	592.09	00/00/00
P40173		CHAP	FILING	02/29/92	02/29/92	538.21	00/00/00
P40316		CLAS	FILING	02/29/92	02/29/92	538.21	00/00/00
P40348		CLAS	FILING	02/29/92	02/29/92	538.21	00/00/00
P40369		CLAS	FILING	02/29/92	02/29/92	538.21	00/00/00
P40352		CLAS	FILING	02/29/92	02/29/92	538.21	00/00/00
P40355		CLAS	FILING	02/29/92	02/29/92	592.09	00/00/00
P40360		CLAS	FILING	02/29/92	02/29/92	538.21	00/00/00
P40377		FL	FILING	02/29/92	02/29/92	538.21	00/00/00
P40353		FL	FILING	02/29/92	02/29/92	538.21	00/00/00
P40354		F28	FILING	02/29/92	02/29/92	538.21	00/00/00
P40365		F35	FILING	02/29/92	02/29/92	538.21	00/00/00
P40319		INTA	FILING	02/29/92	02/29/92	592.09	00/00/00
P40165		O'PER	FILING	02/29/92	02/29/92	592.09	00/00/00
P40417		PROB	FILING	02/29/92	02/29/92	538.21	00/00/00
P40380		PROG	FILING	02/29/92	02/29/92	538.21	00/00/00
P40104		PRUG	FILING	02/29/92	02/29/92	592.09	00/00/00
P40375		PRUG	FILING	02/29/92	02/29/92	538.21	00/00/00
P40473		REC	FILING	02/29/92	02/29/92	538.21	00/00/00
P40167		VOC	FILING	02/29/92	02/29/92	538.21	00/00/00
P40017		VOC	FILING	02/29/92	02/29/92	538.21	00/00/00
P40022		VOC	FILING	02/29/92	02/29/92	538.21	00/00/00
P40024		VOC	FILING	02/29/92	02/29/92	538.21	00/00/00
P40030		VOC	FILING	02/29/92	02/29/92	538.21	00/00/00
P40032		VOC	FILING	02/29/92	02/29/92	538.21	00/00/00

14,516.74

COMMODITY CODE:	41834	COMMODITY CODE DESC:	FURNITURE, LOUNGE, IH, HOOD	04/06/92	04/06/92	934.75	00/00/00
P33172		VOTE	FURNITURE, LOUN	04/06/92	04/06/92	934.75	00/00/00

COMMODITY CODE:	42412	COMMODITY CODE DESC:	FURNITURE, LIBRARY, CABINETS	02/29/92	02/29/92	530.89	00/00/00
P40361		F23	FURNITURE, LIBR	02/29/92	02/29/92	530.89	00/00/00

STATE OF TENNESSEE
PERSONAL PROPERTY ITEMS BY LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

RT: BA11A230
00:09:36

REIRE DATE

STATE COST

ACQUIRE DATE FIH SVC DATE

SERIAL 0

FLOOR ROOM UNIT DESCRIPTION

1/DIV: 32944

LOCATION: 91021

COMMODITY CODE:	60010	COMMODITY CODE DESC:	CALCULATOR, ELECTRONIC	02/29/92	02/29/92	00/00/00
418	ASTH	ELE 1D058569		02/29/92	02/29/92	00/00/00
005	NU5H	ELE 1D056700		02/29/92	02/29/92	00/00/00
132	CL05	ELE 2D002241		02/29/92	02/29/92	00/00/00
129	FL3	ELE 2D002051		02/29/92	02/29/92	00/00/00
107	K11C	ELE 1D058559		02/29/92	02/29/92	00/00/00
119	L1NR	ELE 2D003651		02/29/92	02/29/92	00/00/00
120	L1NR	ELE 2D003641		02/29/92	02/29/92	00/00/00
128	L1NR	ELE 2D002041		02/29/92	02/29/92	00/00/00
1020	V0C	ELE 2D002221		02/29/92	02/29/92	00/00/00
1028	V0C	ELE 2D002061		02/29/92	02/29/92	00/00/00

1,184.93

COMMODITY CODE:	60072	COMMODITY CODE DESC:	TYPEWRITER, ELECTRIC	02/29/92	02/29/92	00/00/00
0019	V0C	ELE 8026051		02/29/92	02/29/92	00/00/00
0033	V0C	ELE 11-TRF92		02/29/92	02/29/92	00/00/00
0472	10B	ELE 11-TR00B		02/29/92	02/29/92	00/00/00

527.67
508.37
508.37
1,544.41

COMMODITY CODE:	60074	COMMODITY CODE DESC:	TYPEWRITER, ELECTRONIC	02/29/92	02/29/92	00/00/00
0265	H5A	ELE 802705X		02/29/92	02/29/92	00/00/00
0376	PR0G	ELE 11-TR092		02/29/92	02/29/92	00/00/00

527.67
508.37
1,036.04

COMMODITY CODE:	60211	COMMODITY CODE DESC:	COPYING MACHINE, PLAIN	02/29/92	02/29/92	00/00/00
40004	C0PY	ZY504892		02/29/92	02/29/92	00/00/00

22,657.75
22,657.75

COMMODITY CODE:	71502	COMMODITY CODE DESC:	BOOKS, PUBLICATION/COPYRIGH	02/29/92	02/29/92	00/00/00
40115	L1BR	BOOKS, PUBLICAT		02/29/92	02/29/92	00/00/00
40116	L1BR	BOOKS, PUBLICAT		02/29/92	02/29/92	00/00/00

654.80
896.41

STATE OF TENN. REP.
PERSONAL PROPERTY ITEM. LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

FLOOR ROOM UNIT DESCRIPTION SERIAL # ACQUIRE DATE FIN SVC DATE STATE COST RETIRE DATE

00.09.36 /DIV. 32944

LOCATION: 91021

COMMODITY CODE: 71502

COMMODITY CODE DESC: BOOKS, PUBLICATION/COPYRIGHT

COMMODITY CODE: 72571

COMMODITY CODE DESC: RADIO, 2-HAY REC, TRANSMITE

COMMODITY CODE: AS18

COMMODITY CODE DESC: RADIO, 2-HAY RE 428ASL3776

COMMODITY CODE: 80550

COMMODITY CODE DESC: GYMHASIUM APPARATUS

COMMODITY CODE: IHRM

COMMODITY CODE DESC: GYMHASIUM APPAR

COMMODITY CODE: IHRM

COMMODITY CODE DESC: GYMHASIUM APPAR

COMMODITY CODE: IHRM

COMMODITY CODE DESC: TV RECEIVER OR CONSOLE

COMMODITY CODE: 84042

COMMODITY CODE DESC: TV RECEIVER OR CONSOLE

COMMODITY CODE: 84072

COMMODITY CODE DESC: VIDEO PLAYER & RECORDER

COMMODITY CODE: CHAR

COMMODITY CODE DESC: VIDEO PLAYER & RECORDER

COMMODITY CODE: CLOS

COMMODITY CODE DESC: VIDEO PLAYER & RECORDER

COMMODITY CODE: LIBR

COMMODITY CODE DESC: VIDEO PLAYER & RECORDER

1,550.41

944.53

944.53

4,251.20

4,251.20

534.21

9,036.61

231.66

231.66

231.66

231.66

926.64

206.84

206.84

206.84

620.52

135,913.68

STATE OF MISSISSIPPI
 REPORT: BA11A230
 TIME: 00:09:36

PERSONAL PROPERTY ITEMS BY LOCATION
 AUTHORIZED ASSETS
 FROM 01/01/60 TO 07/30/96

PAGE: 07/31/96
 DATE: 07/31/96

TAD #	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DEPT/DIV:	32944							
LOCATION:	91022							
COMMODITY CODE:	02539	COMMODITY CODE DESC:	COMPRESSOR,AIR > 5HP PORTAB		02/29/92	02/29/92	1,381.38	00/00/00
P40284	10C	COMPRESSOR,AIR	AIR PACK				1,381.38	
P40388	CONT	20347	COMMODITY CODE DESC:	PRINTER, (PC)	02/29/92	02/29/92	398.60	00/00/00
		34367	COMMODITY CODE DESC:	PRINTER, (PC)	02/29/92	02/29/92	398.60	00/00/00
P40385	E119	34367	COMMODITY CODE DESC:	AIR PACK, SAFETY EQUIP.	02/29/92	02/29/92	1,381.38	00/00/00
		36374	COMMODITY CODE DESC:	SHAMPOO & BUFFING MACHINES	07/01/96	07/01/96	705.76	00/00/00
J02639	OPER	OPER	SHAMPOO & BUFFI	P86892A			705.76	
P33182	HSA	41816	COMMODITY CODE DESC:	DESK & TABLE, HOOD	04/06/92	04/06/92	379.95	00/00/00
P33184	HSA	41816	COMMODITY CODE DESC:	DESK & TABLE, H	02/19/92	02/19/92	579.95	00/00/00
		41820	COMMODITY CODE DESC:	CABINET, FILING, METAL	02/29/92	02/29/92	1,159.90	00/00/00
P40386	A116	CABINET, FILING			02/29/92	02/29/92	538.21	00/00/00
P40188	HSA	CABINET, FILING			02/29/92	02/29/92	592.09	00/00/00
P40389	HSA	CABINET, FILING			02/29/92	02/29/92	538.21	00/00/00
							1,668.51	

STATE OF TENNESSEE
PERSONAL PROPERTY
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

REPORT: BAIL JOB
TIME: 00:09:36

TAO # FLOOR ROOM UNIT DESCRIPTION SERIAL # ACQUIRE DATE FIN SVC DATE

DEPT/DIV: 32944

LOCATION: 91022

COMMODITY CODE: 72535

COMMODITY CODE DESC: PAGING, RADIO & CHARGERS

COMMODITY CODE: 72535

COMMODITY CODE DESC: PAGING, RADIO & CHARGERS

COMMODITY CODE: 84072

COMMODITY CODE DESC: VIDEO PLAYER & RECORDER

COMMODITY CODE: 20547

COMMODITY CODE DESC: PRINTER, (PC) PLOTTER

COMMODITY CODE: 34008

COMMODITY CODE DESC: CABINET-SAFETY

COMMODITY CODE: 41820

COMMODITY CODE DESC: CABINET, FILING, METAL

COMMODITY CODE: 60010

COMMODITY CODE DESC: CALCULATOR, ELECTRONIC

COMMODITY CODE: 20003681

COMMODITY CODE DESC: CALCULATOR, ELE 20003681

COMMODITY CODE: 72535

COMMODITY CODE DESC: PAGING, RADIO & CHARGERS

COMMODITY CODE: 72535

COMMODITY CODE DESC: PAGING, RADIO & CHARGERS

COMMODITY CODE: 84072

COMMODITY CODE DESC: VIDEO PLAYER & RECORDER

COMMODITY CODE: 20547

COMMODITY CODE DESC: PRINTER, (PC) PLOTTER

COMMODITY CODE: 34008

COMMODITY CODE DESC: CABINET-SAFETY

COMMODITY CODE: 41820

COMMODITY CODE DESC: CABINET, FILING, METAL

COMMODITY CODE: 60010

COMMODITY CODE DESC: CALCULATOR, ELECTRONIC

COMMODITY CODE: 20003681

STATE COST

RETIRE DATE

00/00/00

00/00/00

573.75

07/10/92

07/10/92

00/00/00

573.75

07/10/92

07/10/92

00/00/00

733.24

02/29/92

02/29/92

00/00/00

733.24

02/29/92

02/29/92

00/00/00

8,002.52

02/29/92

02/29/92

00/00/00

390.05

02/29/92

02/29/92

00/00/00

390.05

02/29/92

02/29/92

00/00/00

557.70

02/29/92

02/29/92

00/00/00

557.70

02/29/92

02/29/92

00/00/00

538.21

02/29/92

02/29/92

00/00/00

538.21

02/29/92

02/29/92

00/00/00

121.54

02/29/92

02/29/92

00/00/00

121.54

02/29/92

02/29/92

00/00/00

STATE OF TEXAS
 PERSONAL PROPERTY ITEMS BY LOCATION
 AUTHORIZED ASSETS
 FROM 01/01/60 TO 07/30/96

REPORT	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DEPT/DIV: 32964								
LOCATION: 91023								
COMMODITY CODE:	60010		COMMODITY CODE DESC:				1,607.50	
LOCATION: 91024								
COMMODITY CODE:	34567		COMMODITY CODE DESC:				1,381.38	00/00/00
COMMODITY CODE:							1,381.38	
COMMODITY CODE:	41816		COMMODITY CODE DESC:				579.95	00/00/00
							579.95	00/00/00
							1,159.90	
COMMODITY CODE:	41820		COMMODITY CODE DESC:				538.21	00/00/00
							538.21	00/00/00
							1,076.42	
COMMODITY CODE:	60010		COMMODITY CODE DESC:				121.54	00/00/00
							121.54	
COMMODITY CODE:	72555		COMMODITY CODE DESC:				573.75	00/00/00
							573.75	

STATE OF TENNESSEE
PERSONAL PROPERTY ITEM LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

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00.09.36

FLOOR ROOM UNIT DESCRIPTION SERIAL # ACQUIRE DATE FIN SVC DATE STATE COST RETIRE DATE

40

LOCATION: 91024
COMMODITY CODE: 84042
AHNX VOYO TV RECEIVER OR 29820028 TV RECEIVER OR CONSOLE
07/01/96 07/01/96
231.66 00/00/00
231.66
4,544.65

285

LOCATION: 91025
COMMODITY CODE: 34567
10B AIR PACK, SAFET AIR PACK, SAFETY EQUIP.
02/29/92 02/29/92
1,381.38 00/00/00
1,381.38

1205

COMMODITY CODE: 72335
COHT PAGING, RADIO & AIR PACK, RADIO & CHARGERS
07/10/92 07/10/92
573.75 00/00/00
573.75
1,955.13

0283

LOCATION: 91026
COMMODITY CODE: 34567
MED AIR PACK, SAFET AIR PACK, SAFETY EQUIP.
02/29/92 02/29/92
1,381.38 00/00/00
1,381.38

40178

COMMODITY CODE: 41820
COUH CABINET, FILING CABINET, FILING, METAL
02/29/92 02/29/92
538.21 00/00/00
538.21

STATE OF TENNESSEE
PERSONAL PROPERTY ITEMS BY LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

PORT: BA11A230
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AG # FLOOR ROOM UNIT DESCRIPTION SERIAL # ACQUIRE DATE FIN SVC DATE STATE COST RETIRE DATE

DEPT/DIV: 32944
LOCATION: 91026
COMMODITY CODE: 72535 COMMODITY CODE DESC: PAGING, RADIO & CHARGERS
CUHT PAGING, RADIO & 07/10/92 07/10/92 573.75 00/00/00
573.75

COMMODITY CODE: 84042 COMMODITY CODE DESC: TV RECEIVER OR CONSOLE
10C RECEIVER, TV & 370977 02/29/92 02/29/92 231.66 00/00/00
10C RECEIVER, TV & 371000 02/29/92 02/29/92 231.66 00/00/00
10C RECEIVER, TV & 370333 02/29/92 02/29/92 694.98

3,180.32

LOCATION: 91027
COMMODITY CODE: 02339 COMMODITY CODE DESC: COMPRESSOR, AIR > SHP PORTAB
10D COMPRESSOR, AIR AIR PACK 02/29/92 02/29/92 1,301.38 00/00/00
1,301.38

COMMODITY CODE: 36538 COMMODITY CODE DESC: FLOOR MAINTENANCE MACHINES
MAIN FLOOR MAINTENAN 22527 02/29/92 02/29/92 705.74 00/00/00
705.74

COMMODITY CODE: 41816 COMMODITY CODE DESC: DESK & TABLE, WOOD
COUN DESK & TABLE, H 02/19/92 02/19/92 579.95 00/00/00
PRUG DESK & TABLE, H 02/19/92 02/19/92 714.75 00/00/00
1,294.70

COMMODITY CODE: 41820 COMMODITY CODE DESC: CABINET, FILING, METAL

STATE OF TENNESSEE
PERSONAL PROPERTY ITEM LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

DR: B111A230
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FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
T/DIV. 32944							
LOCATION: 91027							
		COMMODITY CODE: 41820	COMMODITY CODE DESC: CABINET, FILING, METAL				
1176		COUH	CABINET, FILING	02/29/92		538.21	00/00/00
1180		COUH	CABINET, FILING	02/29/92		538.21	00/00/00
						1,076.42	
3201		COHT	PAGING, RADIO & CHARGERS	07/10/92		573.75	00/00/00
						573.75	
0464		ANNE	TV RECEIVER OR CONSOLE	02/29/92		231.66	00/00/00
			RECEIVER, TV & 370995	02/29/92		231.66	
						5,263.65	
LOCATION: 91028							
		COMMODITY CODE: 41820	COMMODITY CODE DESC: CABINET, FILING, METAL				
10183		UMCR	CABINET, FILING	02/29/92		538.21	00/00/00
						538.21	
33208		T	PAGING, RADIO & CHARGERS	07/10/92		573.75	00/00/00
						573.75	
102641		ANHX	TV RECEIVER OR CONSOLE	07/01/96		231.66	00/00/00
			TV RECEIVER OR CONSOLE	07/01/96		231.66	
			29820027				

STATE OF ILLINOIS
PERSONAL PROPERTY ITEMS BY LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

REPORT: BA11A230
TIME: 00:07:36

AD #	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
			DEPT/DIV: 32944					
			LOCATION: 91028					
			COMMODITY CODE: 84042		TV RECEIVER OR CONSOLE		231.66	
							1,343.62	
			LOCATION: 91029					
			COMMODITY CODE: 80550		OTYMHASIMUM APPARATUS	02/29/92	4,213.09	00/00/00
			P40137		RECR		4,213.09	
							4,213.09	
			LOCATION: 91030					
			COMMODITY CODE: 80550		OTYMHASIMUM APPARATUS	02/29/92	4,251.20	00/00/00
			P40147		11B		4,251.20	
							4,251.20	
			LOCATION: 91032					
			COMMODITY CODE: 89037		METAL FINDERS & DETECTOR	02/29/92	3,926.50	00/00/00
			P33039		SALL		3,926.50	
							3,926.50	

STATE OF T ESSEE
PERSONAL PROPERTY II BY LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

REPORT: BA11A23
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AO #	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DEPT/DIV. 32944								
LOCATION: 91033								
			20311	COMMODITY CODE DESC:				
			20923188151	CPU,MICROCOMPUT	02/29/92	02/29/92	1,244.52	00/00/00
			88521	CPU,MICROCOMPUT	02/29/92	02/29/92	1,244.52	00/00/00
				VOC			2,489.04	
				16				
			34008	COMMODITY CODE DESC:				
				CABINET-SAFETY	02/29/92	02/29/92	557.70	00/00/00
				CABINET-SAFETY			557.70	
			34567	COMMODITY CODE DESC:				
				AIR PACK, SAFETY EQUIP.	02/29/92	02/29/92	1,381.38	00/00/00
				AIR PACK, SAFET			1,381.38	
			36538	COMMODITY CODE DESC:				
				FLOOR MAINTENANCE MACHINES	02/29/92	02/29/92	705.76	00/00/00
				FLOOR MAINTENAN			705.76	
			40866	COMMODITY CODE DESC:				
				TABLE, EXAMINATION	02/29/92	02/29/92	727.31	00/00/00
				TABLE, EXAMINAT			727.31	
			41816	COMMODITY CODE DESC:				
				DESK & TABLE, HOOD	03/20/92	03/20/92	1,194.32	00/00/00
				DESK & TABLE, H	02/19/92	02/19/92	714.75	00/00/00
				DESK OR TABLE, NONE	05/13/96	05/13/96	599.95	00/00/00
				DESK OR TABLE, NONE	05/13/96	05/13/96	599.95	00/00/00

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STATE OF TENNESSEE
PERSONAL PROPERTY ITEMS BY LOCATION
AUTHORIZED ASSETS
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TAO #	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
DEPT/DIV, 32944								
LOCATION, 91033								
			41820	COMMODITY CODE DESC:	CABINET, FILING, METAL			
P40197		ANNE	CABINET, FILING		02/29/92	02/29/92	592.09	00/00/00
P40025		VUC	CABINET, FILING		02/29/92	02/29/92	538.21	00/00/00
							1,130.30	
P33042		ANNE	41834	COMMODITY CODE DESC:	FURNITURE, LOUNGE, IM, HOOD		802.05	00/00/00
			FURNITURE, LOUN		04/28/92	04/28/92	802.05	
P40196		ANNE	60072	COMMODITY CODE DESC:	TYPEWRITER, ELECTRIC		508.37	00/00/00
			TYPEWRITER, ELE 11-TRDD1		02/29/92	02/29/92	508.37	
P33209		EX	72535	COMMODITY CODE DESC:	PAGING, RADIO & CHARGERS		573.75	00/00/00
			PAGING, RADIO &		07/10/92	07/10/92	573.75	
P40158		ANX	80950	COMMODITY CODE DESC:	OTYMASIUM APPARATUS		534.21	00/00/00
			OTYMASIUM APPAR		02/29/92	02/29/92	534.21	
P40460		ANNE	84042	COMMODITY CODE DESC:	TV RECEIVER OR CONSOLE		251.66	00/00/00
P40148		HAH	RECEIVER, TV & 370997		02/29/92	02/29/92	251.66	
			RECEIVER, TV & 370990		02/29/92	02/29/92	463.32	

STATE OF TENNESSEE
PERSONAL PROPERTY ITEM LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/76

RT: B111A230
00:09:36

STATE COST RETIRE DATE

ACQUIRE DATE FIN SVC DATE

SERIAL #

FLOOR ROOM UNIT DESCRIPTION

COMMODITY CODE

338

AHNE

COMMODITY CODE: 89037

METAL FINDERS & DETECTOR

METAL FINDERS & 21906

02/29/92 02/29/92

3,926.50 00/00/00

338

AHNE

METAL FINDERS & 21906

02/29/92 02/29/92

3,926.50 00/00/00

338

AHNE

METAL FINDERS & 21906

02/29/92 02/29/92

16,908.66 00/00/00

LOCATION: 91034

COMMODITY CODE: 20505

COMPUTER-CPU, ALL TYPES

03/18/94 03/18/94
05/13/96 05/13/96

1,202.00 00/00/00
1,202.00 00/00/00
2,404.00 00/00/00

1507
1506

BUSI OFF
HDHOF ADM

COMPUTER-CPU, A
COMPUTER-CPU, A SALR59636

COMMODITY CODE: 20511

CPU-MICROCOMPUTER (PC)

02/29/92 02/29/92
02/29/92 02/29/92
07/07/92 07/07/92
02/29/92 02/29/92
02/29/92 02/29/92
02/29/92 02/29/92
02/29/92 02/29/92
02/29/92 02/29/92
02/29/92 02/29/92
02/29/92 02/29/92

1,966.82 00/00/00
1,394.25 00/00/00
2,092.00 00/00/00
1,244.52 00/00/00
1,244.52 00/00/00
1,244.52 00/00/00
1,244.52 00/00/00
1,244.52 00/00/00
1,966.82 00/00/00
1,966.82 00/00/00
14,364.79 00/00/00

8006
0156
3193
0298
0351
0372
0026
0476
0013

ACCT
ASTS
BRAD
CLAS
CLAS
LIBA
PERS
PERS
MHRS

CPU-MICROCOMPUT 23-0176334
CPU-MICROCOMPUT 2092318803T
CPU-MICROCOMPUT 756
CPU-MICROCOMPUT 8817T
CPU-MICROCOMPUT 8805T
CPU-MICROCOMPUT 8862T
CPU-MICROCOMPUT 2092318809T
CPU-MICROCOMPUT 23-KBBHX
CPU-MICROCOMPUT 23-0181959

COMMODITY CODE: 20513

CPU-MINICOMPUTER

02/29/92 02/29/92

1,966.82 00/00/00
1,966.82 00/00/00

10267

BUSH

CPU-MINICOMPUTE 23-0177698

COMMODITY CODE: 20543

MONITORS/OTHER PERIPHERALS

02/29/92 02/29/92

482.35 00/00/00

40266

BUSH

MONITORS/OTHER AN08513001A

STATE OF TENNESSEE
PERSONAL PROPERTY ITEMS BY LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

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FLOOR ROOM UNIT DESCRIPTION SERIAL # ACQUIRE DATE FIN SVC DATE STATE COST RETIRE DATE

482.35

MONITORS/OTHER PERIPHERALS

20543 COMMODITY CODE DESC:

20547 COMMODITY CODE DESC:

37944

91034

COMMODITY CODE:	COMMODITY CODE:	COMMODITY CODE DESC:	COMMODITY CODE DESC:	PRINTER, (PC)	FLOTTER	STATE COST	RETIRE DATE
1	ASTH	162097X	162097X	02/29/92	02/29/92	746.99	00/00/00
1	BRAD	203A0070189	203A0070189	06/22/92	06/22/92	1,129.00	00/00/00
3	RUSH	11-37713	11-37713	02/29/92	02/29/92	382.23	00/00/00
3	CLAS	IKMATJ74628	IKMATJ74628	02/29/92	02/29/92	398.60	00/00/00
2	HATH	1621243X	1621243X	02/29/92	02/29/92	746.99	00/00/00
2	PERS	ICMATJ20492	ICMATJ20492	02/29/92	02/29/92	398.60	00/00/00
2	PERS	5X950011	5X950011	02/29/92	02/29/92	746.99	00/00/00
6	HARS	1620690	1620690	02/29/92	02/29/92	747.00	00/00/00
5	100	OKKARQ60466	OKKARQ60466	02/29/92	02/29/92	390.06	00/00/00
						5,686.46	

SHAMPOO & BUFFING MACHINES

36374 COMMODITY CODE DESC:

36374 COMMODITY CODE DESC:

CLOS

SHAMPOO & BUFFI P86622A

705.76
705.76

07/01/96 07/01/96

41816 COMMODITY CODE DESC:

41816 COMMODITY CODE DESC:

COMMODITY CODE:	COMMODITY CODE:	COMMODITY CODE DESC:	COMMODITY CODE DESC:	DESK & TABLE, MOOD	STATE COST	RETIRE DATE
8	ACCT	DESK & TABLE, H	DESK & TABLE, MOOD	04/06/92	579.95	00/00/00
7	ADM	DESK & TABLE, H	DESK & TABLE, MOOD	04/06/92	579.95	00/00/00
10	ADM	DESK & TABLE, H	DESK & TABLE, MOOD	02/19/92	579.95	00/00/00
14	ASIS	DESK & TABLE, H	DESK & TABLE, MOOD	04/28/92	530.55	00/00/00
21	ASIH	DESK & TABLE, H	DESK & TABLE, MOOD	03/20/92	579.95	00/00/00
26	ASIH	DESK & TABLE, H	DESK & TABLE, MOOD	03/20/92	530.55	00/00/00
33	ASIH	DESK & TABLE, H	DESK & TABLE, MOOD	04/28/92	530.55	00/00/00
22	COMP	DESK & TABLE, H	DESK & TABLE, MOOD	03/20/92	714.75	00/00/00
11	COUH	DESK & TABLE, H	DESK & TABLE, MOOD	03/20/92	579.95	00/00/00
27	PERS	DESK & TABLE, H	DESK & TABLE, MOOD	03/20/92	579.95	00/00/00
28	PERS	DESK & TABLE, H	DESK & TABLE, MOOD	03/20/92	579.95	00/00/00
24	RECO	DESK & TABLE, H	DESK & TABLE, MOOD	03/20/92	579.95	00/00/00
25	TRUS	DESK & TABLE, H	DESK & TABLE, MOOD	04/06/92	579.95	00/00/00
69	TRUS	DESK & TABLE, H	DESK & TABLE, MOOD	03/20/92	714.75	00/00/00
16	HARC	DESK & TABLE, H	DESK & TABLE, MOOD	03/20/92	1,132.00	00/00/00
20	HARD	DESK & TABLE, H	DESK & TABLE, MOOD	03/20/92		

STATE OF T ESSEE
PERSONAL PROPERTY II, BY LOCATION
AUTHORIZED ASSCIS
FROM 01/01/60 TO 07/30/96

REPORT: B11A236
IME: 00:09:36

RETIRES DATE

STATE COST

ACQUIRE DATE FIN SVC DATE

AD #	FLOOR	ROOM	UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE FIN SVC DATE	STATE COST	RETIRES DATE
DEPT/DIV: 52944							
LOCATION: 91034							
P33023			DESK & TABLE, H		03/20/92	579.95	00/00/00
			DESK & TABLE, HOOD		03/20/92	10,532.60	
			CABINET, FILING, METAL				
P40289			CABINET, FILING		02/29/92	538.21	00/00/00
P40192			CABINET, FILING		02/29/92	592.09	00/00/00
P40097			CABINET, FILING		02/29/92	538.21	00/00/00
P40292			CABINET, FILING		02/29/92	592.09	00/00/00
P40413			CABINET, FILING		02/29/92	538.21	00/00/00
P40291			CABINET, FILING		02/29/92	592.09	00/00/00
P40100			CABINET, FILING		02/29/92	592.09	00/00/00
P40101			CABINET, FILING		02/29/92	538.21	00/00/00
P40479			CABINET, FILING		02/29/92	592.09	00/00/00
P40264			CABINET, FILING		02/29/92	592.09	00/00/00
P40186			CABINET, FILING		02/29/92	592.09	00/00/00
P40269			CABINET, FILING		02/29/92	538.21	00/00/00
P40271			CABINET, FILING		02/29/92	592.09	00/00/00
P40254			CABINET, FILING		02/29/92	538.21	00/00/00
P40255			CABINET, FILING		02/29/92	592.09	00/00/00
P40256			CABINET, FILING		02/29/92	592.09	00/00/00
P40257			CABINET, FILING		02/29/92	592.09	00/00/00
P40258			CABINET, FILING		02/29/92	592.09	00/00/00
P40259			CABINET, FILING		02/29/92	592.09	00/00/00
P40260			CABINET, FILING		02/29/92	592.09	00/00/00
P40261			CABINET, FILING		02/29/92	592.09	00/00/00
P40262			CABINET, FILING		02/29/92	538.21	00/00/00
P40280			CABINET, FILING		02/29/92	538.21	00/00/00
P40281			CABINET, FILING		02/29/92	14,317.33	00/00/00
P33012			FURNITURE, LOUN		03/20/92	802.05	00/00/00
P33013			FURNITURE, LOUN		03/20/92	802.05	00/00/00
P33014			FURNITURE, LOUN		03/20/92	934.75	00/00/00
P33015			FURNITURE, LOUN		03/20/92	934.75	00/00/00
P33045			FURNITURE, LOUN		04/28/92	934.75	00/00/00

COMMODITY CODE: 41834 COMMODITY CODE DESC: FURNITURE, LOUNGE, IM, HOOD

ADM
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BRAD

STATE OF TENNESSEE
 PERSONAL PROPERTY ITEMS BY LOCATION
 AUTHORIZED ASSETS
 FROM 01/01/60 TO 07/30/96

DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
41834 FURNITURE, LOUNGE, IN, HOOD		03/20/92	03/20/92	672.30	00/00/00
FURNITURE, LOUN		03/20/92	03/20/92	934.75	00/00/00
FURNITURE, LOUN		04/06/92	04/06/92	934.75	00/00/00
FURNITURE, LOUN		04/06/92	04/06/92	934.75	00/00/00
FURNITURE, LOUN		04/06/92	04/06/92	934.75	00/00/00
				8,819.65	
60010 CALCULATOR, ELECTRONIC		02/29/92	02/29/92	121.54	00/00/00
CALCULATOR, ELE	10056769	02/29/92	02/29/92	121.54	00/00/00
CALCULATOR, ELE	10056769	02/29/92	02/29/92	121.54	00/00/00
CALCULATOR, ELE	20002211	02/29/92	02/29/92	121.54	00/00/00
CALCULATOR, ELE	20003641	02/29/92	02/29/92	121.54	00/00/00
CALCULATOR, ELE	20003631	02/29/92	02/29/92	121.54	00/00/00
CALCULATOR, ELE	20002021	02/29/92	02/29/92	121.54	00/00/00
CALCULATOR, ELE	20002191	02/29/92	02/29/92	121.54	00/00/00
CALCULATOR, ELE	20002011	02/29/92	02/29/92	115.44	00/00/00
CALCULATOR, ELE	20002231	02/29/92	02/29/92	115.44	00/00/00
CALCULATOR, ELE	10056789	02/29/92	02/29/92	121.54	00/00/00
CALCULATOR, ELE	10052769	05/19/92	05/19/92	115.44	00/00/00
CALCULATOR, ELE	10058572	02/29/92	02/29/92	115.45	00/00/00
CALCULATOR, ELE	10058539	02/29/92	02/29/92	115.45	00/00/00
				1,549.54	
60072 TYPEWRITER, ELECTRIC		02/29/92	02/29/92	508.35	00/00/00
TYPEWRITER, ELE	11-TRD23	02/29/92	02/29/92	527.67	00/00/00
TYPEWRITER, ELE	1802689X	02/29/92	02/29/92	527.67	00/00/00
TYPEWRITER, ELE	802700X				
				1,563.69	
60211 COPYING MACHINE, PLAIN		02/29/92	02/29/92	22,657.75	00/00/00
COPYING MACHINE	6M6012395				
				22,657.75	

STATE OF TENNESSEE
PERSONAL PROPERTY ITEM LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

RT: B111A230
00.09.36

0 FLOOR ROOM UNIT DESCRIPTION SERIAL # ACQUIRE DATE FIN SVC DATE STATE COST RETIRE DATE

0 FLOOR ROOM UNIT DESCRIPTION	SERIAL #	ACQUIRE DATE	FIN SVC DATE	STATE COST	RETIRE DATE
<p>LOCATION: 91034 COMMODITY CODE: 72514 COMMODITY CODE DESC: TRANSCIEVER, FACSIMILE TRANSICIEVER, FA 10104088 02/29/92 02/29/92</p>					
014 PERS				2,118.57	00/00/00
				2,118.57	
<p>PAGING, RADIO & CHARGERS</p>					
202 DRY			07/10/92	573.75	00/00/00
203 DRY			07/10/92	573.75	00/00/00
210 T			07/10/92	573.75	00/00/00
				1,721.25	
<p>RADIO, 2-HAY REC, TRANSMITE</p>					
3211 TACT			07/10/92	1,256.43	00/00/00
3212 TACT			07/10/92	1,343.98	00/00/00
3213 TACT			07/10/92	2,354.85	00/00/00
				4,954.46	
<p>GYMNASIUM APPARATUS</p>					
0275 RECR			02/29/92	4,251.20	00/00/00
0276 RECR			02/29/92	534.21	00/00/00
0277 RECR			02/29/92	589.88	00/00/00
10278 RECR			02/29/92	589.88	00/00/00
				5,965.17	
<p>VIDEO PLAYER & RECORDER</p>					
40200 HARD			02/29/92	169.25	00/00/00
				169.25	
<p>METAL FINDERS & DETECTOR</p>					
P33056 CHKP			02/29/92	3,926.50	00/00/00

STATE OF TENNESSEE
 PERSONAL PROPERTY ITEMS BY LOCATION
 AUTHORIZED ASSETS
 FROM 01/01/60 TO 07/30/96

AG # FLOOR ROOM UNIT DESCRIPTION SERIAL # ACQUIRE DATE FIN SVC DATE RETIRE DATE STATE COST

EPT/DIV. 32764
 LOCATION. 91034

COMMODITY CODE:	89037	COMMODITY CODE DESC:	METAL FINDERS & DETECTOR	3,926.50
COMMODITY CODE:	89361	COMMODITY CODE DESC:	PISTOL, LAW ENFORCEMENT	
40054	ARMO	LAH ENF	02/29/92	00/00/00
40055	ARMO	LAH ENF	02/29/92	00/00/00
40056	ARMO	LAH ENF	02/29/92	00/00/00
40057	ARMO	LAH ENF	02/29/92	00/00/00
40058	ARMO	LAH ENF	02/29/92	00/00/00
40059	ARMO	LAH ENF	02/29/92	00/00/00
40060	ARMO	LAH ENF	02/29/92	00/00/00
40061	ARMO	LAH ENF	02/29/92	00/00/00
40062	ARMO	LAH ENF	02/29/92	00/00/00
40063	ARMO	LAH ENF	02/29/92	00/00/00
40064	ARMO	LAH ENF	02/29/92	00/00/00
40065	ARMO	LAH ENF	02/29/92	00/00/00
40066	ARMO	LAH ENF	02/29/92	00/00/00
40067	ARMO	LAH ENF	02/29/92	00/00/00
40068	ARMO	LAH ENF	02/29/92	00/00/00
40069	ARMO	LAH ENF	02/29/92	00/00/00
40070	ARMO	LAH ENF	02/29/92	00/00/00
40071	ARMO	LAH ENF	02/29/92	00/00/00
40072	ARMO	LAH ENF	02/29/92	00/00/00
40073	ARMO	LAH ENF	02/29/92	00/00/00
40074	ARMO	LAH ENF	02/29/92	00/00/00
40075	ARMO	LAH ENF	02/29/92	00/00/00
40076	ARMO	LAH ENF	02/29/92	00/00/00
40077	ARMO	LAH ENF	02/29/92	00/00/00
40078	ARMO	LAH ENF	02/29/92	00/00/00

COMMODITY CODE:	89565	COMMODITY CODE DESC:	GUN, SHOTGUN & RIFLE	5,816.00
P40079	ARMO	SHOTGUN &	02/29/92	00/00/00
P40080	ARMO	SHOTGUN &	02/29/92	00/00/00
P40081	ARMO	SHOTGUN &	02/29/92	00/00/00
P40082	ARMO	SHOTGUN &	02/29/92	00/00/00
P40083	ARMO	SHOTGUN &	02/29/92	00/00/00
P40084	ARMO	SHOTGUN &	02/29/92	00/00/00
P40085	ARMO	SHOTGUN &	02/29/92	00/00/00

STATE OF TENNESSEE
PERSONAL PROPERTY ITEM LOCATION
AUTHORIZED ASSETS
FROM 01/01/60 TO 07/30/96

IT, B111A230
00.09.36

FLOOR ROOM UNIT DESCRIPTION SERIAL # ACQUIRE DATE FIN SVC DATE STATE COST RETIRE DATE

DIV: 32944

LOCATION: 91034

COMMODITY CODE:	89365	COMMODITY CODE DESC:	GUN, SHOTGUN & RIFLE	02/29/92	02/29/92	230.59	00/00/00
86	ARMO	GUN, SHOTGUN & RIFLE	A346598H	02/29/92	02/29/92	230.59	00/00/00
87	ARMO	GUN, SHOTGUN & RIFLE	A344754H	02/29/92	02/29/92	230.59	00/00/00
88	ARMO	GUN, SHOTGUN & RIFLE	A344702H	02/29/92	02/29/92	230.59	00/00/00
89	ARMO	GUN, SHOTGUN & RIFLE	A346306H	02/29/92	02/29/92	230.59	00/00/00
90	ARMO	GUN, SHOTGUN & RIFLE	A344717H	02/29/92	02/29/92	230.59	00/00/00
91	ARMO	GUN, SHOTGUN & RIFLE	A344705H	02/29/92	02/29/92	230.59	00/00/00
92	ARMO	GUN, SHOTGUN & RIFLE	A347168H	02/29/92	02/29/92	230.59	00/00/00
93	ARMO	GUN, SHOTGUN & RIFLE	A344745H	02/29/92	02/29/92	337.84	00/00/00
95	ARMO	GUN, SHOTGUN & RIFLE	650715	02/29/92	02/29/92	337.84	00/00/00
96	ARMO	GUN, SHOTGUN & RIFLE	650720	02/29/92	02/29/92	4,134.53	00/00/00

COMMODITY CODE: 89371 COMMODITY CODE DESC: GUN, TEAR GAS 02/29/92 02/29/92 773.00 00/00/00

394 ARMO GUN, TEAR GAS & 978 02/29/92 02/29/92 773.00

COMMODITY CODE: 89877 COMMODITY CODE DESC: X-RAY MACHINE, DIAGNOSTIC 06/20/92 06/20/92 22,150.00 00/00/00

166 FOIH X-RAY MACHINE, MAIL/PACKAGE 06/20/92 06/20/92 22,150.00

136,779.47

744,641.01

744,641.01

APPENDIX C

**T.D.O.C. POLICIES APPLICABLE TO
SOUTH CENTRAL CORRECTIONAL CENTER**

<u>Policy Number</u>	<u>Policy Title</u>	<u>Effective Date</u>
101.04.1	Policies and Procedures Distribution/ Inmate Access	9/1/94
101.06	Policy and Procedure Exemptions PCN 95-273 PCN 95-189	4/15/95 12/1/95 4/15/95
103.02	Incident Reporting PCN 95-27	12/1/95 6/1/95
103.04	Contacts with the Media PCN 95-69	11/1/94 3/15/95
103.05	Family Notification	5/1/94
103.07	Annual Inspections PCN 95-62 PCN 95-246	8/15/95 8/15/96 8/15/95
103.10	Title VI-Civil Rights Act of 1964	3/15/95
105.03	Diplomatic Access for Foreign National Inmates	7/1/95
107.02	Internal Affairs Operational Procedures	1/15/95
109.01	Institutional Maintenance and Construction PCN 95-75	1/1/95 3/15/95
112.02	Self-Contained Breathing Apparatus PCN 95-78	12/15/93 3/15/95
112.03	Occupational Health and Safety PCN 95-32 PCN 95-79	12/15/93 7/17/95 3/15/95
112.04	Fire Safety and Evacuation Plan PCN 94-15	12/15/93 4/1/94
112.05	Monitoring and Conducting Fire and Safety Inspections PCN 95-80 PCN 94-58	12/15/93 3/15/95 1/1/95

<u>Policy Number</u>	<u>Policy Title</u>	<u>Effective Date</u>
112.09	Control and Use of Flammable, Toxic, and Caustic Materials PCN 95-167 PCN 94-57	12/15/83 3/15/85 1/1/84
112.11	Smoking Policy-TDOC Institutions, Probation Offices and Academy	8/31/85
113.01	Health Services Administration	8/15/85
113.02	Health Care Facilities, Staffing, Equipment and Supplies	4/1/85
113.03	Disaster/Contingency Plan in Health Services	4/1/85
113.04	Medical Transfer of Inmates PCN 96-43	4/15/85 7/15/86
113.05	Death and Autopsies PCN 96-41 PCN 95-178	1/1/85 8/15/85 3/15/85
113.08	Health Care Prosthetics	4/1/85
113.09	Health Services Continuous Quality Improvement	4/15/85
113.10	Credentials of Health Care Personnel PCN 95-29	1/1/85 3/15/85
113.11	Clinical and Nursing Protocols PCN 95-180	1/1/85 5/1/85
113.12	Specialty Consultant Services	3/15/85
113.14	Inmate Workers in Health Care PCN 95-213	11/15/84 6/15/85
113.15	Inmate Co-payment of Health Services	1/31/85
113.20	Intake Physical Examination	4/1/85
113.21	Health Classification PCN 95-32	1/1/85 3/15/85
113.22	Health Orientation	4/15/85
113.23	Initial Screening	4/1/85

<u>Policy Number</u>	<u>Policy Title</u>	<u>Effective Date</u>
113.24	Inmates Assigned to Food Services	4/15/85
113.30	Access to Health Care	6/15/85
113.31	Sick Call/Assessment of Health Complaints	4/15/85
113.32	Levels of Care	4/15/85
113.34	Inpatient Care	8/1/86
113.35	Modified Diets	5/1/85
113.40	Health Education PCN 95-35	7/1/83 3/15/85
113.41	Health Maintenance and Preventive Health Care	5/1/85
113.42	Communicable Diseases	3/15/86
113.43	Immunizations PCN 95-37	7/1/83 3/15/85
113.44	Tuberculosis Control	7/1/86
113.45	AIDS: Education, Prevention and Case Management PCN 95-207	3/15/84 7/1/85
113.50	Health Records PCN 95-172 PCN 95-38	5/15/84 4/15/85 3/15/85
113.51	Consent/Refusal of Treatment	6/15/85
113.52	Confidentiality/Release of Health Information	4/15/85
113.53	Accident/Injury Reporting PCN 95-41	7/1/83 3/15/85
113.54	Health Statistics and Report	4/15/85
113.60	Dental Services Administration	5/1/85
113.61	Intake Examination/Priority of Dental Care	5/1/85
113.62	Dental Specialties PCN 95-3	5/1/85 1/15/86

<u>Policy Number</u>	<u>Policy Title</u>	<u>Effective Date</u>
113.70	Management of Pharmaceuticals	5/1/85
113.71	Administration/Distribution of Medication	4/15/85
113.72	Management of Hazardous Medical Devices PCN 95-45	11/15/84 3/15/85
113.84	Psychological Evaluations and Assessments	8/15/85
113.86	Mental Health Due Process and Transfer	8/15/85
8113.87	Mental Health Observation/Seclusion/ Suicide/Restraint PCN 95-20	1/1/85 6/15/86
113.88	Suicide Prevention PCN 95-21	1/1/85 5/15/86
113.89	Psychotropic Medication/Involuntary Treatment	8/15/85
113.92	DNA Testing PCN 95-22	1/15/86 5/15/86
117.01	Administrative Guidelines/Educational Programs PCN 95-204	7/1/83 6/15/85
117.02	Academic Programs in Adult Institutions PCN 95-267 PCN 94-20	7/1/83 12/1/85 4/1/84
117.03	Vocational Programs PCN 94-18	7/1/83 4/1/84
117.05	Chapter One Programs	7/1/83
117.06	Inmate Academic/Vocational Education Records	7/1/83
117.07	Special Education Programs	7/1/83
208.01	Trust Fund Accounts PCN 95-52 PCN 95-268 PCN 95-161	1/20/85 7/15/86 12/1/85 3/15/85
208.06	Money Found on Inmates and/or Institution	5/1/85
208.07	Reclaiming Confiscated Currency	7/15/85
208.08	Inmate Telephone System Trust Fund Accounts	10/30/85

<u>Policy Number</u>	<u>Policy Title</u>	<u>Effective Date</u>
209.04	Inmate Commissary Workers	5/31/95
401.01	Classification Programs Administration	3/30/95
9401.03	Classification Committee	8/1/95
401.04	Initial Classification Process PCN 95-5	12/1/94 1/15/95
9401.05	Reclassification Process PCN 94-44	3/15/94 10/15/94
9401.06	Use of Custody Overrides PCN 95-275 PCN 95-158	8/15/94 12/15/95 3/15/95
9401.08	Classification Hearing Process	6/15/94
9403.01	Institutional Transfers	8/15/95
403.01.1	Transfer of Records	8/1/95
403.02	Central Transportation System	8/1/95
403.03	Interstate Transportation	8/1/95
403.05	Population Reporting	8/15/95
404.05	Orientation Program	6/15/95
9404.07	Minimum Custody Placement	3/15/95
404.07.1	Notification to Committing Jurisdictions	8/1/95
9404.09	Protective Services PCN 95-261	12/15/94 10/1/95
9404.10	Administrative Placement, Segregation, and Release PCN 95-30	1/1/95 5/15/95
9501.01	Inmate Grievance Procedures PCN 95-26	10/1/95 3/15/95
9502.01	Uniform Disciplinary Procedures PCN 95-195	1/20/95 6/15/95
9502.02	Disciplinary Punishment Guidelines	5/31/95
502.01.1	Reasonable Suspicion Drug Testing Hearing	5/1/94
502.04	Rule Books for Inmates PCN 95-216	11/1/94 7/1/95

<u>Policy Number</u>	<u>Policy Title</u>	<u>Effective Date</u>
502.05	Definitions of Disciplinary Offenses PCN 95-259 PCN 95-185	1/20/85 10/1/85 7/1/85
503.11	Motor Vehicle Operation by Inmates PCN 95-53 PCN 95-107	2/15/85 7/15/85 3/15/85
504.01	Inmate Personal Property	3/15/85
504.02	Inmate Personal Property Accounting System	1/20/85
504.03	Purchase of Inmate Goods and Services	5/1/86
504.04	Inmate Pay	6/1/86
504.05	Inmate Clothing PCN 95-243	2/1/84 8/15/85
9505.01	Sentence Credits	8/1/85
505.07	Inmate Jobs PCN 95-253 PCN 95-234	1/20/85 11/15/85 8/15/85
9505.01	Custody and Security Levels PCN 95-51 PCN 95-271	10/30/85 8/31/85 1/5/86
505.06	Searches PCN 95-60	5/15/86 8/1/86
8505.07	Use of Force/Security Devices	1/20/85
8505.07.1	Use of Chemical Agents PCN 95-5 PCN 95-219	3/15/84 1/15/86 7/1/85
505.07.2	Trained Assault and Containment Team	4/1/85
8505.07.3	Use of Electronic Restraint Devices	8/15/85
8505.08	Use of Deadly Force	1/20/85
505.10	Escorted Emergency Visits	1/15/85
505.11	Population Count	1/20/85
505.12	Escapes	4/1/86
505.13	Identification of Inmates	4/15/85

<u>Policy Number</u>	<u>Policy Title</u>	<u>Effective Date</u>
506.14	Housing Assignments PCN 95-215	1/20/85 7/1/85
506.14.1	Housing for New Admissions PCN 95-23	1/20/85 3/15/85
506.14.2	Housing and Programming of Juvenile Inmates PCN 95-137 PCN 95-20	2/1/84 3/15/85 3/15/85
506.16	Living Conditions for Segregated Inmates PCN 95-45 PCN 95-115	1/20/85 6/15/86 3/15/85
506.20	Contingency Plans PCN 95-118	1/15/85 3/15/85
506.21	Drug Testing of Inmates for Security Purposes PCN 95-44 PCN 95-119	11/1/84 8/1/86 3/15/85
507.01	Visitation PCN 95-282 PCN 95-252	1/15/85 12/15/85 10/30/85
507.02	Inmate Mail PCN 95-39 PCN 95-14	3/1/85 5/15/86 3/2/86
9511.01	Furloughs PCN 95-11 PCN 95-8 PCN 95-128	1/20/85 5/15/86 2/5/85 3/15/85
9511.01.1	Medical Furloughs PCN 95-18 PCN 95-129	1/20/85 3/15/86 3/15/85
511.02	Pre-Release Services PCN 95-189 PCN 95-130	3/1/84 6/15/85 3/15/85
511.03	Release Procedures PCN 95-58 PCN 95-222	1/1/85 8/1/86 7/1/85
511.04	Coordination/Cooperation with Board of Paroles	12/15/84
512.01	Inmate Institutional Records	8/1/86

Appendix D - Insurance

State of Tennessee Department of Correction General Insurance Specifications

Insurance Company Eligibility

Proposals will be accepted from Bidders whose insurance companies are authorized to do business in the State of Tennessee, having a Best's Rating of "A" or better, and a financial size of "Class VIII" or better, in the latest edition of Best's Insurance Reports. Any deviation from this requirement must be requested in writing by October 18, 1996 and will necessitate prior written approval from the State of Tennessee, Department of Correction. Such approval will be issued in the form of an Addendum to the RFP. Any non-admitted insurer must be on the current approved list of the Tennessee Department of Insurance. A copy of the 1996 White List is attached for your reference.

Contractor and Insurance Company Services Required

The following list of minimum services required must be provided by the successful Contractor's insurance agent and/or by the insurance company(ies):

1. Qualified loss control personnel, either employees or qualified independent contractors, must make inspections of the insured locations for loss prevention purposes for third party and employee exposures. If an independent contractor is used, that organization must be identified in the proposal.
2. A quarterly status of all claims occurring with respect to workers' compensation, general liability, and business automobile liability insurance must be submitted to the State of Tennessee, Department of Correction. These reports must include at least the following information:
 - a. Amount of claim paid and/or reserved;
 - b. Claimant information; and
 - c. Cause and description of accident.
3. The Contractor must prepare an annual listing of all State of Tennessee, Department of Correction insurance policies involved with this project including a discussion of the coverage provided and the estimated annual cost of each policy.

4. At least thirty (30) days prior to each policy anniversary date, the Contractor must provide State of Tennessee, Department of Correction with renewal information, including estimated renewal premiums and suggested coverage changes.
5. The Contractor must provide constant monitoring of all companies providing coverage for State of Tennessee, Department of Correction to ensure that the carriers are financially sound.
6. The Contractor must furnish continuing advice and counsel to the State of Tennessee, Department of Correction as required.

Specimen Policies

Proposals will be accepted only if accompanied by specimen policies, showing all terms, conditions and exclusions as well as rates to be used for audit purposes. Blank forms are acceptable provided that all rates are shown for auditable exposures. Rates may be shown either on the policies or on a separate page.

Cancellation/Non-Renewal

Unless otherwise instructed, all policies shall be endorsed with an agreement that the company will give ninety (90) days prior written notice, by registered mail to the State of Tennessee, Department of Correction, of its intention (1) to cancel, not renew, or make any material change in the current coverages or premiums, or (2) to make any material change in the coverages or premiums on renewal of any policy.

Proposals

Proposals must be indicated as to separate types of insurance, although proposals may be for any package policy or mandatory groupings of coverage. We have enclosed a "Premium Proposal Form" which must be returned with the proposal. Individual premiums and combinations of premiums, to the extent applicable, must be indicated thereon, or on a reasonable facsimile thereof. Proposals will be considered as binding for the first year of coverage, except for changes in hazards or exposure units occurring after the inception of the insurance.

The limits of liability and the scope of coverages indicated are suggested by the State of Tennessee, Department of Correction as a starting point. Evaluation of proposals will take into consideration deviations from the enhancements to the Insurance Specifications as set forth in this Addendum to the RFP.

Review of Insurance

It is intended that all insurance will be reviewed for contract compliance. However, the State of Tennessee, Department of Correction reserves the right to reject all or any part of the insurance at any time. The review of insurance will be based upon:

1. Scope of coverage;
2. Company financial stability, experience and industry standing; and
3. Underwriting, claims and engineering services.

It is considered highly desirable to place all of the insurance coverage with one principal company. Therefore, proposals will be evaluated on an overall underwriting basis but the State of Tennessee, Department of Correction may require any combination of coverage as it sees fit.

The limits required by the State of Tennessee, Department of Correction are the minimum limits acceptable. However, these limits are not to be construed as being the maximum any prospective contractor may wish to purchase for their own benefit.

Nothing herein shall in any way limit the right of the State of Tennessee, Department of Correction to recourse to the fullest extent permitted by law.

As respects the total limits of liability requested, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverages.

Named Insured

See Attachment I to Appendix D - Insurance found on page 4 of 31.

Signature

All proposals will be considered as binding the insurance company. Therefore, each "Premium Proposal Form", or a reasonable facsimile thereof, should be signed by the Contractor's authorized Insurance Company representative who has binding authority.

Instructions

Pages 1 through 22 provide details on the scope of coverage specified in this RFP.

Pages 23 to 31 should be completed and returned in accordance with the Time Table as set forth on page 7 of RFS97-329.44-002.

Attachment I

to Appendix D - Insurance

Named Insured

Unless otherwise instructed, the named insured for all insurance coverages should be:

The Contractor; and as respects damages and defense of claims arising from:
(a) activities performed by or on behalf of the Contractor, (b) products and completed operations of the Contractor, or (c) premises owned, leased, or used by the Contractor; any subsidiary, affiliate, division or subdivision, corporate or otherwise, as may now or hereafter be constituted, and any other entity of which the named insured assumes management control;

Include as an Additional Insured:

State of Tennessee, Department of Correction, and All State Officers, employees, and volunteers whether in their official or individual capacities

- a. in areas where the State of Tennessee, Department of Correction, and All State Officers, employees, and volunteers whether in their official or individual capacities are not protected by immunity
- b. up to the limits of \$300,000/\$1,000,000 in areas where the State's tort liability is limited by T.C.A. 9-8-307(e) as it may be amended or construed by the courts and/or claims commission.

Workers Compensation

Named Insured: Attachment I to Appendix D - Insurance

Coverage: Statutory workers compensation and employers liability insurance.

Limits:

Employers Liability	\$1,000,000	per accident
Insurance	\$1,000,000	per employee disease
	\$1,000,000	Policy limit disease
		or as required by excess insurer.

Covered States: Tennessee

Scope of Coverage:

1. Other states insurance shall be afforded.
2. The voluntary compensation and employers liability coverage endorsement is to be attached.
3. Foreign voluntary compensation with repatriation expense at a \$10,000 limit shall apply. Include endemic disease.
4. USL&H
5. Repatriation expense with a \$100,000 limit shall apply.
6. Coverage for endemic disease to be provided.
7. Coverage shall include stop gap liability - employers liability in monopolistic states
8. Federal Employers Liability Act will be included
9. Waive liability for any actions against the State of Tennessee

General Liability Excluding Products and Completed Operations

Named Insured: Attachment I to Appendix D - Insurance

Coverage: Quote either the comprehensive or commercial general liability format on an occurrence basis.

A. Comprehensive General Liability

Coverage should include premises, operations, independent contractors, and broad form comprehensive general liability or their equivalent coverages.

Limit: \$10,000,000 combined single limit

B. Commercial General Liability

- Coverage A should include premises, operations, independent contractors, contractual liability, fire legal liability and broad form property damage coverages.
- Coverage B should include personal injury and advertising injury.
- Coverage C, medical payments, is not desired.

Limits:

Each occurrence:
Quote \$5,000,000

Personal and advertising injury limit:
Quote \$5,000,000

General aggregate limit:
Quote \$10,000,000

Scope of Coverage:

1. Provide blanket contractual liability for any agreement relating to the business of the insured, including oral agreements.
2. Coverage to apply to liability arising out of independent contractor operations.
3. Employees shall be additional insureds while acting within the scope of their duties.
4. Personal injury and advertising injury liability shall be included with the employment and contractual exclusions deleted.
5. Provide liquor legal liability coverage.
6. Fire legal liability is to be insured with a limit of \$1,000,000 per occurrence for real property.
7. Any waiver of subrogation shall be permitted, provided such waiver takes place before the loss and with prior consent of the State of Tennessee, Department of Correction.
8. Coverage to include non-owned watercraft liability with no length restriction.
9. Bodily injury liability arising from protecting persons or property to be insured.
10. Incidental malpractice liability coverage to be afforded.
11. Worldwide coverage shall apply for claims or suits brought within the United States.
12. Delete any explosion, collapse and underground property damage exclusions.
13. Provide broad form property damage liability.
14. Delete any alienated premises exclusion.

15. Notice of occurrence:

When an occurrence takes place, written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after the accident or occurrence becomes known to the Risk Manager.

16. Blanket additional insureds:

All persons or entities (except vendors) for whom the insured has agreed to provide insurance in accordance with the terms of oral or written agreements shall be covered as additional insureds.

17. Cross Liability:

Employees of one insured shall be deemed members of the public as concerns other insureds. Said relationship shall be considered as applying to all of the insureds named as such in the definition of insureds.

18. Errors and omissions:

Coverage shall not be invalidated or affected by errors, inadvertent omissions, or improper descriptions of premises or operations described in the policy.

19. Employee benefits liability should be provided with limits of \$1,000,000 each claim or occurrence. Premium to be shown separately.

20. Stand alone coverage for this project is desired. However, if the commercial general liability format is used, the aggregate limits are to apply per location and per project.

21. Amend the definition of personal injury to include mental anguish, mental injury, humiliation, discrimination and any other injury to the feelings and reputation of a natural person, except where prohibited by law.

22. Delete any fellow employee exclusion.
23. Failure to give notice:

The rights of the insured shall not be prejudiced if there is a failure to give notice of occurrence or incident due to the insured's inadvertent error or omission.
24. Extend coverage to provide sudden and accidental pollution liability.
25. Delete exclusions for personal injury and advertising injury arising out of advertising, publishing, broadcasting or telecasting.
26. Extend the coverage territory to a worldwide basis without limitations on where claim or suit is brought.
27. Medical and Professional Liability for employed nurses, doctors, attorneys, counselors, psychologists and/or social workers. (If not quoted with general liability, separate quotes should be obtained.)
28. Extend coverage to include sexual abuse/molestation.
29. Extend coverage to include civil rights violations, which will include all claims brought by any persons based in whole or in part on an alleged violation of the federal or state constitutions, statutes or regulations, including but not limited to, suits brought pursuant to 42 U.S.C. S1983.
30. Extend coverage to include communicable disease.
31. Extend coverage to provide coverage for special or punitive damages where permitted by law or public policy.
32. Coverage to include unlimited defense coverage in addition to limits of liability.
33. Extend coverage to include assault and battery as a covered act.

Products and Completed Operations Liability

- Named Insured:** Attachment I to Appendix D - Insurance
- Coverage:** Quote either the comprehensive or commercial general liability format on an occurrence basis.
- A. Comprehensive General Liability
Coverage should include products, completed operations, and related broad form comprehensive general liability or their equivalent coverages.
- Limit:** \$10,000,000 combined single limit
- B. Commercial General Liability
Coverage A should include products, completed operations, contractual liability, and related broad form property damage coverages.
- Limits:**
Each occurrence: \$5,000,000
Products and completed operations aggregate limit:
Quote \$10,000,000
- Scope of Coverage:**
1. Provide blanket contractual liability for any agreement relating to the business of the insured, including oral agreements.
 2. Employees shall be additional insureds while acting within the scope of their duties.
 3. Any waiver of subrogation shall be permitted, provided such waiver takes place before the loss and with prior consent of the State of Tennessee, Department of Correction.

4. Worldwide coverage shall apply for claims or suits brought within the United States.
5. Provide broad form property damage liability for completed operations.
6. With respect to the completed operations hazard, exclusion "O" or "Z" or its equivalent should be modified to read as follows:

With respect to the completed operations hazard and with respect to any classifications stated as "including completed operations", to property damage to that smallest identifiable portion of the work performed by the named insured or to parts or equipment furnished in connection therewith that is defective or actively malfunctions, arising out of the work or portion thereof.

If the commercial format is used, paragraph 1 of exclusion L should be modified as follows:

Property damage to the smallest identifiable portion of your work arising out of it or any part of it and included in the products/completed operations hazard.

7. Notice of occurrence:

When an occurrence takes place, written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after the occurrence becomes known to the Risk Manager.

8. Provide additional insured - vendors coverage on a blanket basis.
9. Cross Liability:

Employees of one insured shall be deemed members of the public as concerns other insureds. Said relationship shall be considered as applying to all of the insureds named as such in the definition of insureds.

10. Errors and omissions:

Coverage shall not be invalidated or affected by errors, inadvertent omissions, or improper descriptions of premises or operations described in the policy.

11. Failure to give notice:

The rights of the insured shall not be prejudiced if there is a failure to give notice of occurrence or incident due to the insured's inadvertent error or omission.

12. Extend the coverage territory to a worldwide basis without limitation as to where claim or suit is brought.

Business Auto Liability

Named Insured: Attachment I to Appendix D - Insurance

Coverage Limits: Insurance to be provided under a business auto form:

<u>Coverages</u>	<u>Symbol</u>	<u>Limit</u>
Liability	1	\$5,000,000
Personal Injury Protection	10 Any Auto	\$5,000,000
Uninsured Motorists	10 Any Auto	\$5,000,000

Scope of Coverage:

1. Notice of accident:

When an occurrence takes place, written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after the accident or occurrence.

2. Failure to give notice:

The rights of the insured shall not be prejudiced if there is a failure to give notice of accident or incident due to the insured's inadvertent error or omission.

3. Contractual liability coverage is to be included in the business auto form. Contractual liability is to apply for all hired vehicles, regardless of the term of hire or size of autos.

4. Blanket additional insureds:

All persons or entities for whom the insured has agreed to provide insurance in accordance with the terms of vehicle leases or other oral or written agreement shall be covered as additional insureds.

5. Errors and Omissions:

Coverage shall not be invalidated or affected by any errors, inadvertent omissions or improper descriptions of underwriting information, autos, their use, or garaging locations.

6. Any "fellow employee" suits exclusions shall be deleted utilizing the following:

For all employees

7. An "Employees as Insureds" endorsement is to be attached.

8. Include Pollution Liability

9. Provide non-owned auto liability coverage

Owned & Non-Owned Aircraft Liability

Named Insured: Attachment I to Appendix D - Insurance

Coverage: Quote owned and non-owned aircraft coverage

Limits: \$10,000,000 and/or \$20,000,000 per occurrence

- Scope of Coverage:**
1. Include bodily injury, property damage and mental anguish
 2. Include bodily injury coverage for passengers (per seat)
 3. Include the claims of employees (crew)
 4. Coverage to apply on a worldwide basis
 5. Indicate the seating capacity of aircraft owned and/or leased
 6. Extend coverage to include contractual liability, both written and verbal
 7. Notice of Occurrence:

When an occurrence takes place, written notice shall be given by or on behalf of the insured to the Company or any of its authorized agents as soon as practicable after an accident or occurrence becomes known to the Risk Manager.

Umbrella/Excess Liability

Named Insured: See Attachment I to Appendix D - Insurance

Coverage Limits: It is permissible to meet minimum limit requirements in total by using a combination of primary and excess policies. Please note that if the excess policy form utilized has an overall aggregate policy limit, the total coverage provided must not be less than that which would have been available for any combination of general liability, auto liability and employers liability claims at the primary limit minimum specified.

Scope of Coverage: "Pay on Behalf of" policy form preferred.

The excess underwriter has reviewed the extensions of primary coverage parts and agrees to follow these forms by endorsement. Any exceptions to this must be specifically identified.

First Dollar Defense coverage is to be provided.

Defense without limitation is to be provided in addition to the policy limit.

A zero self-insured retention is preferred.

List any terms, conditions, or limitations of coverage not in common with those of the primary insurance specifications.

Directors & Officers Liability

Named Insured: List insured organization

Coverage: Quote coverage for Directors and Officers and for Corporate Reimbursement

Limits: \$10,000,000 annual aggregate with (various) deductible (options) for corporate reimbursement / \$0 retention for individual Directors & Officers

Scope of Coverage:

1. Include wrongful act(s) defined in policy form
2. Prior acts coverage should be included (Continuity of Coverage)
3. Include clause stating to the effect that information on the application will not void coverage for all insureds (Severability)
4. Policy shall pay 100% excess of retention (No Coinsurance)
5. Include discrimination coverage
6. Include punitive or exemplary damage coverage
7. Include clause which picks up any inadvertent failure to maintain insurance
8. Minimum discovery period of one year
9. Include wrongful acts reported during the policy term
10. Failure to file notice:

The rights of the insured shall not be prejudiced if there is a failure to give notice of an occurrence or incident due to inadvertent error or omission on the part of the insured.

11. Delete the anti-trust exclusion
12. Permit claims brought by governments
13. Include clause stating that coverage will not be invalidated by insured's insolvency
14. Permit insured vs. insured claims for wrongful termination
15. Include marital estate extension
16. Delete the RICO exclusion (Racketeering, Influence and Corrupt Organization)
17. Entities coverage: include coverage for the corporation itself, not just the Directors and Officers of same.
18. Include Employment Practices Liability (It is acceptable to provide this coverage under a separate policy form with limits equal to the D&O limit.)

Environmental Impairment Liability

- Named Insured:** Attachment I to Appendix D - Insurance
- Coverage:** Liability for bodily injury and property damage resulting from sudden, accidental or gradual pollution arising from operations conducted by the insured.
- Limits:** \$5,000,000 each pollution incident / \$10,000,000 aggregate
- Coverage Locations:**
1. All premises
 2. Alienated premises (if any present locations are alienated).
- Deductible:** Specify the deductible which will apply
- Scope of Coverage:**
1. On and off premises clean-up costs, including those for corrective action are to be covered.
 2. Employees shall be additional insureds while acting within the scope of their duties.
 3. Prior Acts coverage shall be afforded, if claims made.
 4. The cost of appeal and defense should be payable in addition to the limits of liability.
 5. The policy is to comply with the requirements of the financial responsibility regulations of the Environmental Protection Agency regarding petroleum underground storage tanks.
 6. Include Extended Reporting Provision; indicate cost, duration and implications if insured cancels.

Professional and Medical Liability
(Nurses, Doctors, Attorneys, Counselors, Psychologists, Social Workers)

- Named Insured:** See Attachment I to Appendix D - Insurance and any individual who was, now is or shall be employed as a nurse, doctor, attorney, counselor, psychologist or social worker of the contractor.
- Coverage:** Professional Liability form to insure bodily injury, including mental injury or death, arising out of the rendering or failure to render professional services.
- Limits:** \$ 5,000,000 each occurrence;
\$10,000,000 annual aggregate;
Other at option of the proposer.
- Scope of Coverage:**
1. Coverage should be on an occurrence basis or claims made with a 3 or 5 year tail.
 2. Full Prior Acts coverage shall be afforded.
 3. All proposals should disclose the cost of an extended reporting provision and the conditions under which it may be purchased.

Property / Boiler and Machinery

Named Insured: See Attachment I - Appendix D - Insurance

Coverage: "All Risks" of Physical Loss or Damage including the perils of earthquake and flood

Limits:

- Building - \$5,000
- Contents - of Contractor on location (contractor will be solely responsible for all loss or damage to contractor owned property.)

Sublimits:

- Transit
- Extra Expense
- Electronic Data Processing
- Expediting Expense
- Service Interruption (PD & BI) - all utilities
- Contingent Extra Expense
- Business Interruption including Ordinary Payroll
- Offsite Storage
- Errors & Omissions
- Mechanical Breakdown, Electrical Arcing
- Pollution Contamination
- Personal Property of Employees
- Contingent Business Interruption

Deductibles: \$250

Term & Conditions:

- 90 day notice of cancellation
- Repair or Replacement Coverage
- Automatic Reinstatement of Limits
- Coinsurance - 100% - Waived
- Permit Other Insurance

Employee Dishonesty

- Named Insured:** See Attachment I to Appendix D - Insurance
- Coverage:** Quote blanket employee dishonesty (Fidelity) coverage
- Limits:** At a minimum, \$50,000 per loss
- Scope of Coverage:**
1. Include a Faithful Performance Rider to cover the malfeasance, misfeasance, or nonfeasance of duties of the Contractor.
 2. Notice of occurrence:

When an occurrence takes place written notice shall be given by or on behalf of the insured to the Company or any of its authorized agents as soon as practicable after an accident or occurrence becomes known to the Risk Manager.
 3. Failure to file notice;

The rights of the insured shall not be prejudiced if there is a failure to give notice of an occurrence or incident due to inadvertent error or omission on the part of the insured.
 4. Include Employee Benefit Plans as Insureds.

State of Tennessee Department of Correction Proposal Form for Appendix D - Insurance

Must be completed and returned in accordance with the timetable as set forth on Page 7 of RFS 97-329.44-002.

General Conditions

Insurance company eligibility	_____	Yes	_____	No
90 day notice of cancellation	_____	Yes	_____	No
non-renewal	_____	Yes	_____	No
material change	_____	Yes	_____	No
Contractor and insurance company services	_____	Yes	_____	No
Named Insured (See Attachment I to Appendix D - Insurance)	_____	Yes	_____	No

Workers' Compensation

Coverage	_____	Yes	_____	No
Limits - \$1,000,000 / 1,000,000 / 1,000,000	_____	Yes	_____	No

States Covered:	_____	Yes	_____	No
TN	_____	Yes	_____	No
List any other _____	_____	Yes	_____	No

Scope of Coverage:	_____	Yes	_____	No
Includes:	_____	Yes	_____	No
1. Other states insurance	_____	Yes	_____	No
2. Voluntary compensation	_____	Yes	_____	No
3. Foreign voluntary compensation endorsement	_____	Yes	_____	No
4. U.S.L.&H. endorsement	_____	Yes	_____	No
5. Excess repatriation expense coverage	_____	Yes	_____	No
\$100,000 limit	_____	Yes	_____	No
6. Endemic disease coverage	_____	Yes	_____	No
7. Stop gap (all monopolistic states)	_____	Yes	_____	No
8. FELA	_____	Yes	_____	No
9. Waive actions against State of Tennessee	_____	Yes	_____	No
Experience mod: _____	_____	Yes	_____	No
Interstate: _____	_____	Yes	_____	No

General Liability Excluding Products / Completed Operations

Coverage:	_____	Yes	_____	No
Comprehensive form	_____	Yes	_____	No
Commercial form	_____	Yes	_____	No
Occurrence basis	_____	Yes	_____	No

Scope of Coverage:	_____	Yes	_____	No
Includes:	_____	Yes	_____	No
1. Blanket contractual liability	_____	Yes	_____	No
2. Independent contractors	_____	Yes	_____	No
3. Employees as insureds	_____	Yes	_____	No

- | | | | | |
|--|-------|-----|-------|----|
| 4. Personal injury and advertising injury | _____ | Yes | _____ | No |
| Employment exclusion deleted | _____ | Yes | _____ | No |
| Contractual exclusion deleted | _____ | Yes | _____ | No |
| 5. Liquor liability | _____ | Yes | _____ | No |
| 6. Fire legal - \$1,000,000 | _____ | Yes | _____ | No |
| 7. Waiver of subrogation | _____ | Yes | _____ | No |
| 8. Non-owned watercraft | _____ | Yes | _____ | No |
| No length limitation | _____ | Yes | _____ | No |
| 9. Extended bodily injury | _____ | Yes | _____ | No |
| 10. Incidental medical malpractice | _____ | Yes | _____ | No |
| 11. Worldwide coverage | _____ | Yes | _____ | No |
| 12. Delete X, C and U exclusions (if any) | _____ | Yes | _____ | No |
| 13. Broad form property damage | _____ | Yes | _____ | No |
| 14. Delete alienated premises exclusion | _____ | Yes | _____ | No |
| 15. Notice of occurrence | _____ | Yes | _____ | No |
| 16. Blanket additional insureds | _____ | Yes | _____ | No |
| 17. Cross liability | _____ | Yes | _____ | No |
| 18. Errors and omissions | _____ | Yes | _____ | No |
| 19. Employee benefits liability | _____ | Yes | _____ | No |
| 20. Aggregate limits per location/project | _____ | Yes | _____ | No |
| 21. Personal injury to include: | | | | |
| Mental anguish | _____ | Yes | _____ | No |
| Mental injury | _____ | Yes | _____ | No |
| Humiliation | _____ | Yes | _____ | No |
| Discrimination | _____ | Yes | _____ | No |
| Any other injury to the feelings and
reputation of a natural person | _____ | Yes | _____ | No |
| 22. Delete fellow employee exclusion | _____ | Yes | _____ | No |
| 23. Failure to give notice endorsement | _____ | Yes | _____ | No |
| 24. Sudden and accidental pollution | _____ | Yes | _____ | No |
| 25. Advertising publishing exclusion deleted | _____ | Yes | _____ | No |
| 26. Worldwide basis | _____ | Yes | _____ | No |
| 27. Medical and Professional liability | _____ | Yes | _____ | No |
| 28. Sexual abuse / molestation coverage | _____ | Yes | _____ | No |
| 29. Civil rights violations | _____ | Yes | _____ | No |
| 30. Communicable disease | _____ | Yes | _____ | No |
| 31. Punitive damages | _____ | Yes | _____ | No |
| 32. Unlimited defense in addition to limits | _____ | Yes | _____ | No |
| 33. Assault & Battery as a covered act | _____ | Yes | _____ | No |

Limits:

Comprehensive form:
 \$10,000,000 CSL
 \$ 1,000,000 employee benefits liability

Premium: _____
 Deductible: _____

Commercial form:
 \$ 5,000,000 occurrence
 \$10,000,000 aggregate

Premium: _____
 Deductible: _____

Products and Completed Operations Liability

Coverage:

- | | | | | |
|--------------------|-------|-----|-------|----|
| Comprehensive form | _____ | Yes | _____ | No |
| Commercial form | _____ | Yes | _____ | No |
| Occurrence basis | _____ | Yes | _____ | No |

Scope of Coverage:

Includes:

- | | | | | |
|--|-------|-----|-------|----|
| 1. Blanket contractual | _____ | Yes | _____ | No |
| 2. Employees as insureds | _____ | Yes | _____ | No |
| 3. Waiver of subrogation | _____ | Yes | _____ | No |
| 4. Worldwide coverage | _____ | Yes | _____ | No |
| 5. Broad form property damage | _____ | Yes | _____ | No |
| 6. Exclusion O modified | _____ | Yes | _____ | No |
| Exclusion Z modified | _____ | Yes | _____ | No |
| Exclusion L modified | _____ | Yes | _____ | No |
| 7. Notice of occurrence | _____ | Yes | _____ | No |
| 8. Blanket additional insureds - vendors | _____ | Yes | _____ | No |
| 9. Cross liability | _____ | Yes | _____ | No |
| 10. Errors and omissions | _____ | Yes | _____ | No |
| 11. Failure to give notice | _____ | Yes | _____ | No |
| 12. Worldwide basis | _____ | Yes | _____ | No |

Limits:

Comprehensive form:
\$10,000,000 CSL

Premium: _____
Deductible: _____

Commercial form:

\$ 5,000,000 occurrence
\$10,000,000 aggregate

Premium: _____
Deductible: _____

Business Auto Liability

Covered autos:

- | | | | | |
|----------------------|-------|-----|-------|----|
| Liability - symbol 1 | _____ | Yes | _____ | No |
| UM - symbol 10 | _____ | Yes | _____ | No |
| PIP - symbol 10 | _____ | Yes | _____ | No |

Scope of Coverage:

Includes:

- | | | | | |
|--|-------|-----|-------|----|
| 1. Notice of accident | _____ | Yes | _____ | No |
| 2. Failure to give notice | _____ | Yes | _____ | No |
| 3. Contractual liability | _____ | Yes | _____ | No |
| All hired autos regardless of term or size | _____ | Yes | _____ | No |
| 4. Blanket additional insureds | _____ | Yes | _____ | No |
| 5. Errors and Omissions | _____ | Yes | _____ | No |
| 6. Fellow employee exclusion deleted | _____ | Yes | _____ | No |
| 7. Employees as insureds | _____ | Yes | _____ | No |
| 8. Pollution liability | _____ | Yes | _____ | No |
| 9. Non owned automobile liability | _____ | Yes | _____ | No |

Limits:

\$5,000,000 CSL

Premium: _____
Deductible: _____

Owned and Non-owned Aircraft Liability

Owned liability coverage Yes No N/A
 Non-owned liability coverage Yes No N/A

Scope of Coverage:

Includes:

- 1. Bodily injury, property damage and mental anguish Yes No
- 2. Bodily injury - passengers Yes No
- 3. Claims of employees Yes No
- 4. Coverage territory - worldwide Yes No
- 5. Specify seat capacity warranty _____ (number) Yes No
- 6. Contractual liability Yes No
- 7. Notice of occurrence Yes No

Premium:

\$10,000,000 limit _____
 \$20,000,000 limit _____

Umbrella / Excess Liability

- 1. Policy aggregate Yes No
 Includes Specify Total _____
- 2. "Pay on Behalf of" Form Yes No
- 3. Named insured as per Attachment I to Appendix D - Insurance Yes No
- 4. Follow form all primary extensions Yes No

List all exceptions _____

- 5. First dollar defense Yes No
- 6. Defense in excess of limits Yes No
- 7. Zero self-insured retention Yes No
- 8. List non-concurrent (with Primary) _____
 Terms, conditions or limitations _____

Limits: _____

Premium: _____

Directors and Officers

List insured organization(s)

Coverage:

Occurrence Coverage Yes No
 Directors and Officers liability Yes No
 Corporate reimbursement Yes No

Limits: Premium: _____

\$5,000,000 incident / \$10,000,000 aggregate _____

Property / Boiler & Machinery

Named Insured : As per Attachment I to Appendix D - Insurance Yes No

Scope of Coverage:

- | | | |
|---|------------------------------|-----------------------------|
| 1. Is "All Risk" coverage provided | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Does quote include the peril of Flood | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Does quote include the peril of Earthquake | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Is coverage on a Repair and Replacement Basis | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Is Automatic Reinstatement of Limits included | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. What coinsurance % is used | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. Is it waived | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 8. Does quote include building | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 9. Does quote include office equipment | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 10. Does quote include EDP exposures | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 11. Does quote include all other contents | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 12. Does quote include boiler & machinery exposures | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 13. Does quote include transit | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 14. Does quote include extra expense | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 15. Does quote include expediting expense | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 16. Does quote include service interruption for all utilities | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 17. Does quote include contingent extra expense | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 18. Does quote include business interruption including ordinary payroll | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 19. Does quote include offsite storage | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 20. Does quote include errors and omissions | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 21. Does quote include mechanical breakdown or electrical arcing | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 22. Does quote include pollution and contamination | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 23. Does quote include personal property of employees | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 24. Does quote include contingent business interruption | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 25. Will form permit other insurance? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Deductible (options) _____

Limits & Sublimits _____

Premium _____

Employee Dishonesty

Named Insured: As per Attachment I to Appendix D - Insurance Yes No

Coverage: Blanket employee dishonesty (Fidelity Coverage) Yes No

Deductible: _____

Limits: _____

Scope of Coverage:

- 1. Is Faithful Performance Rider included? Yes No
 - Does it include Malfeasance? Yes No
 - Does it include Misfeasance? Yes No
 - Does it include Nonfeasance? Yes No
- 2. Notice of Occurrence wording Yes No
- 3. Failure to file notice Yes No
- 4. Includes Employee Benefit Plans as insureds? Yes No

Premium: _____

Professional and Medical Liability
(Nurses/Doctors/Counselors/Psychologists/Social Workers)

Named Insured: As per Attachment I to Appendix D - Insurance Yes No

Scope of Coverage:

- 1. Is occurrence coverage provided? Yes No
- 2. If no, does claims made quote include "tail" coverage? Yes No
 - For what period of time _____ years.
- 3. Full Prior acts Yes No N/A
- 4. Extended reporting provision Yes No N/A
 - Cost _____
 - Duration _____
 - If insured cancels Yes No N/A

Limits:

\$5,000,000 each occurrence
\$10,000,000 annual aggregate

Premium: _____

Contractor submitting proposal: _____

Insurance Agent / Company Employee: _____

Address: _____

Phone Number: _____

Signature: _____

*Note: Must be an authorized representative or employee of the Insurance Company who has binding authority.
If more than one Company is used, attach an authorized signature for each.*

**LLOYD'S OF LONDON UNDERWRITERS
SPONSORING SYNDICATES & MANAGING AGENTS**

<u>Syndicate Number</u>	<u>Managing Agent</u>
2	Claremount Underwriting Agency Ltd
28	Murray Lawrence & Partners Ltd
33	Hiscox Syndicates Ltd
34	Bankside Syndicates Ltd
40	Murray Lawrence & Partners Ltd
47	Methuen (Lloyd's U/W Agents) Ltd
48	Methuen (Lloyd's U/W Agents) Ltd
51	Wellington Underwriting Agencies Ltd
52	Hiscox Syndicates Ltd
53	Merchant Eliot U/W Ltd
55	Cater Allen Syndicates Management Ltd
62	Barder & Marsh Ltd
79	Janson Green Ltd
102	Gammell Kershaw & Company Ltd
112	C I de Rougemont & Company Ltd
122	Sturge Non-Marine Syndicate Management Ltd
123	R J Kiln & Company Ltd
136	Methuen (Lloyd's U/W Agents) Ltd
138	R F Bailey (Underwriting Agencies) Ltd
159	Sturge Non-Marine Syndicate Management Ltd
172	Stewart Syndicates Ltd
173	Stewart Syndicates Ltd
178	Wren Syndicate Management Ltd
179	Catlin Underwriting Agencies Ltd
183	Ashley Palmer Syndicates Ltd
187	Claremount Underwriting Agency Ltd
190	Liberty Syndicate Management Ltd
204	Sturge Non-Marine Syndicate Management Ltd
205	Jago Managing Agency Ltd
218	Christopherson Heath Ltd
219	Sturge Non-Marine Syndicate Management Ltd
227	Gravett & Tilling (Underwriting Agencies) Ltd
228	Cotesworth & Company Ltd
250	Wren Syndicate Management Ltd
270	Tower Managing Agents Ltd
271	Claremount Underwriting Agency Ltd
282	Merchant Eliot U/W Ltd
314	Ashley Palmer Syndicate Ltd
318	Bankside Syndicates Ltd
322	Cater Allen Syndicate Management Ltd
328	Octavian Syndicate Management Ltd
329	Octavian Syndicate Management Ltd
340	Graven & Tilling (Underwriting Agencies) Ltd
362	Murray Lawrence & Partners Ltd
375	Cater Allen Syndicate Management Ltd
376	Venton Underwriting Agencies Ltd
382	Hardy (U/A) Ltd
386	Janson Green Ltd
431	Wren Syndicate Management Ltd
435	D P Mann Underwriting Agency Ltd
441	Murray Lawrence & Partners Ltd
456	Bankside Syndicates Ltd
457	Stewart Syndicates Ltd

**LLOYD'S OF LONDON UNDERWRITERS
SPONSORING SYNDICATES & MANAGING AGENTS**

<u>Syndicate Number</u>	<u>Managing Agent</u>
473	Wren Syndicate Management Ltd
483	Methuen (Lloyd's U/W Agents) Ltd
484	Methuen (Lloyd's U/W Agents) Ltd
488	Charman Underwriting Agencies Ltd -
490	RGB Underwriting Agencies Ltd
500	Vanguard Underwriting Agencies Ltd
506	Claremount Underwriting Agency Ltd
507	Claremount Underwriting Agency Ltd
510	R J Kiln & Co Ltd
529	Sterling Underwriting Agencies Ltd
535	Cotesworth & Co Ltd
544	Tower Managing Agents Ltd
545	Sturge Aviation Syndicate Management Ltd
552	Mander Thomas & Cooper (U/A) Ltd
557	R J Kiln & Co Ltd
566	Bankside Syndicates Ltd
570	M H Cockell & Partners
582	Cassidy Davis Underwriting Ltd
588	Brockbank Syndicate Management Ltd
590	L G Cox & Co Ltd
609	Atrium Underwriting Ltd
623	Beazley Furlonge Ltd
624	Hiscox Syndicates Ltd
625	Hiscox Syndicates Ltd
658	Cox Octavian Agency Ltd
672	Wellington Underwriting Agencies Ltd
683	Janson Green Ltd
702	Octavian Syndicate Management Ltd
718	Sturge Non-Marine Syndicate Management Ltd
724	Active Syndicate Management Ltd
727	S A Meacock & Co
732	C I de Rougemont & Company Ltd
734	L G Cox & Co Ltd
735	Wren Syndicate Management Ltd
741	Tower Managing Agents Ltd
744	Barder & Marsh Ltd
765	R J Kiln & Co Ltd
766	Murray Lawrence & Partners Ltd
780	B F Caudle Agencies Ltd
800	Wren Syndicate Management Ltd
807	R J Kiln & Co Ltd
808	Crowe Syndicate Management Ltd
822	Murray Lawrence & Partners Ltd
823	Murray Lawrence & Partners Ltd
824	Murray Lawrence & Partners Ltd
839	Tower Managing Agents Ltd
858	Mathuen (Lloyd's U/W Agents) Ltd
861	Brockbank Syndicate Management Ltd
902	P B Coffey (U/A) Ltd
920	Murray Lawrence & Partners Ltd
923	Tower Managing Agents Ltd
925	Sturge Aviation Syndicate Management Ltd
947	Towering Managing Agents Ltd

**LLOYD'S OF LONDON UNDERWRITERS
SPONSORING SYNDICATES & MANAGING AGENTS**

<u>Syndicate Number</u>	<u>Managing Agent</u>
955	R J Kiln & Co Ltd
957	Barder & Marsh Ltd
958	G S Christensen & Partners
959	Octavian Syndicate Management Ltd
960	Sturge Aviation Syndicate Management Ltd
963	Crowe Syndicate Management Ltd
990	Morgan Fentiman & Barger
991	A E Grant (Underwriting Agencies) Ltd
994	Tower Managing Agents Ltd
998	Sturge Aviation Syndicate Management Ltd
1003	Catlin Underwriting Agencies Ltd
1007	Spreckley Villers Burnhope & Company Ltd
1009	Octavian Syndicate Management Ltd
1010	Spreckley Villers Burnhope & Company Ltd
1019	Ernest Blackmore & Son Ltd
1023	Mander Thomas & Cooper (U/A) Ltd
1027	Cox Newton & Harmon Ltd
1028	Wellington Underwriting Agencies Ltd
1036	Bankside Syndicates Ltd
1038	Venton Underwriting Agencies Ltd
1047	Barder & Marsh Ltd
1051	Murray Lawrence & Partners Ltd
1069	Cotesworth & Co Ltd
1084	Stewart Syndicates Ltd
1087	Tower Managing Agents Ltd
1093	Sterling Underwriting Agencies Ltd
1095	Wellington Underwriting Agencies Ltd
1096	Stewart Syndicates Ltd
1101	Trafalgar Underwriting Agencies Ltd
1115	Spreckley Villers Burnhope & Company Ltd
1119	Jago Managing Agency
1141	J E Mumford (U/A) Ltd
1165	Hiscox Syndicates Ltd
1173	Conrell & Maguire Ltd
1175	Bankside Syndicates Ltd
1176	Cox Newton & Harman Ltd
1179	R J Kiln & Co Ltd
1183	Venton Underwriting Agencies Ltd
1185	Murray Lawrence & Partners Ltd
1203	Spreckley Villers Burnhope & Company Ltd
1205	Bankside Syndicates Ltd
1206	Lloyd's of London Syndicate
1212	Spreckley Villers Burnhope & Company Ltd
1213	Spreckley Villers Burnhope & Company Ltd
1214	Spreckley Villers Burnhope & Company Ltd
1215	Janson Green Ltd
1234	Bankside Syndicates Ltd
1251	Wellington Underwriting Agencies Ltd
2322	Cater Allen Syndicate Management Ltd
2488	Charman Underwriting Agencies Ltd
2490	RGB Underwriting Agencies Ltd
2947	Lloyd's of London Syndicate

FOREIGN SURPLUS LINES INSURERS

State of Tennessee Eligible Surplus Lines Insurers List
Pursuant to Chapter 14, Sections 56-14-101 thru 56-14-117 T.C.A.

ACCEPTANCE INDEMNITY INS COMPANY 222 SOUTH 15TH #500 NORTH OMAHA NE 68102 Contact: WILLIAM R. BAXTER 402-344-8211	EFF: 11/21/91	APPALACHIAN INS CO OF PROVIDENCE PO BOX 7300 JOHNSTON RI 02119 Contact: NORMAN L BELGARDE 406-273-3000 EXT1662	EFF: 09/12/69
ADMIRAL INSURANCE COMPANY PO BOX 5725 CHERRY HILL NJ 08034-3220 Contact: KATHLEEN CRAWFORD 856-257-4238	EFF: 08/19/74	ASSOCIATED INTERNATIONAL INS CO 21860 BURBANK BLVD #380 WOODLAND HILLS CA 91367 Contact: ROBERT BLAZER, CPA 818-593-0600	EFF: 06/7/81
ADRIATIC INSURANCE COMPANY 1501 NORTH CAUSEWAY BLVD #1000 METairie LA 70002 Contact: DENNIS L BOYCE	EFF: 06/23/81	AUDUBON INDEMNITY COMPANY PO DRAWER 15989 BATON ROUGE LA 70893-5989 Contact: EARL J NORMAND 504-272-9930	EFF: 08/1/77
AGRICULTURAL EXCESS & SURPLUS INS CO PO BOX 2575 CINCINNATI OH 45201-2575 Contact: ROBERT J SCHWARTZ 513-364-5000	EFF: 08/14/81	BURLINGTON INSURANCE COMPANY 231 SMITH SCHOOL RD BURLINGTON NC 27215 Contact: KERRY WAYNE FAVOR 919-538-2830	EFF: 09/28/89
ALLIANCE GENERAL INS COMPANY 200 W ADAMS ST #2100 CHICAGO IL 60606 Contact: ERIC W KAHN, CEO	EFF: 08/24/89	CANAL INDEMNITY COMPANY PO BOX 7 GREENVILLE SC 29602 Contact: B J MCCLURRY 803-242-5365	EFF: 11/11/76
ALLIANZ UNDERWRITERS INS INC PO BOX 7780 BURBANK CA 91505-7780 Contact: EDMAN LEE-CHEN 213-638-5000	EFF: 03/7/80	CAPITOL INDEMNITY CORPORATION PO BOX 5900 MADISON WI 53705-0900 Contact: PAUL JOHN BREITNAUER 608-231-4450	EFF: 09/12/88
ALPINE INSURANCE COMPANY 311 SOUTH WACLER DR #500 CHICAGO IL 60606-6618 Contact: JOHN THOMAS CLARK 312-922-8800	EFF: 07/15/93	CARLAMERICA COMPENSATION & LIABILITY 577 AIRPORT BLVD #540 BURLINGAME CA 94010 Contact: HELEN LEONG 415-342-1812	EFF: 02/10/81
AMERICAN COUNTRY INSURANCE COMPANY 222 NORTH LASALLE ST #1600 CHICAGO IL 60601-1105 Contact: JAMES P BYRNE, VP 312-456-2000	EFF: 01/20/87	CENTURY SURETY COMPANY PO BOX 2689 COLUMBUS OH 43221 Contact: GLENN D SOUTHWICK 614-893-2000	EFF: 07/1/87
AMERICAN DYNASTY SURPLUS LINES INS CO PO BOX 5370 CINCINNATI OH 45201 Contact: T MATTHEW HELD 513-364-3440	EFF: 07/5/84	CHUBB CUSTOM INSURANCE COMPANY PO BOX 1615 WARREN NJ 07061-1615 Contact: TRACEY A HOLLERAN 908-903-2982	EFF: 04/7/86
AMERICAN EMPIRE SURPLUS LINES INS CO PO BOX 5370 CINCINNATI OH 45201 Contact: T MATTHEW HELD	EFF: 12/1/77	CIGNA SPECIALTY INSURANCE COMPANY PO BOX 7716 PHILADELPHIA PA 19192 Contact: JOSEPH STAGLIANO 215-761-1000	EFF: 11/21/69
AMERICAN EQUITY INSURANCE COMPANY 1370 EAST VIA DE VENTURE BLDG X SCOTTSDALE AZ 85258 Contact: RODNEY BRUCE PRANTZ 602-991-0833	EFF: 04/1/95	COLONIA UNDERWRITERS INSURANCE CO 200 GARRISON AVENUE FORT SMITH AR 72901 Contact: RHONDA SAUTER 501-782-2829	EFF: 05/1/95
AMERICAN INTL SPECIALTY LINE INS CO HARBORSIDE FINANCIAL CTR, 401 PLAZA 3, 4TH FL JERSEY CITY NJ 07311 Contact: ARMAND PEPON 201-909-1100	EFF: 03/7/91	COLONY INSURANCE COMPANY PO BOX 85122 RICHMOND VA 23285-5122 Contact: EDWARD DESCH 804-261-7011	EFF: 09/4/84
AMERICAN WESTERN HOME INS CO PO BOX 5323 CINCINNATI OH 45201-5323 Contact: JAMES F TIERNEY 513-721-8010 EXT7289	EFF: 03/1/95	COLUMBIA CASUALTY COMPANY CNA PLAZA CHICAGO IL 60685 Contact: RICHARD E RUSTON 312-422-5653	EFF: 12/24/75
AMERICAS SURPLUS LINES INS CO 401 POYDRAS ST #2200 NEW ORLEANS LA 70130 Contact: BRIAN MARTIN PAGRAGAN 504-526-9255	EFF: 04/1/95	COMMERCIAL CASUALTY INS CO OF GEORGIA 160 TECHNOLOGY PARKWAY NORCROSS GA 30092 Contact: LINDA MARIE LUDOMA 404-726-8100	EFF: 10/25/85

FOREIGN SURPLUS LINES INSURERS

State of Tennessee Eligible Surplus Lines Insurers List
Pursuant to Chapter 14, Sections 56-14-101 thru 56-14-117 T.C.A.

<p>COMMERCIAL UNDERWRITERS INS CO 100 CORPORATE POINTS #350 CULVER CITY CA 90230-7608 Contact: WILLIAM LEONE 310-670-0254</p>	<p>EFF: 07/1/93</p>	<p>FULCRUM INSURANCE COMPANY 199 WATER STREET NEW YORK NY 10038-3326 Contact: BERRY GOLUB 212-480-1900 EXT 326</p>	<p>EFF: 06/1/93</p>
<p>CONNECTICUT SPECIALTY INSURANCE CO PO BOX 420 HARTFORD CT 06141 Contact: PETER M VINC 203-674-6610</p>	<p>EFF: 06/29/94</p>	<p>GENERAL AGENTS INS CO OF AMERICA PO BOX 2933 FORT WORTH TX 76113-2933 Contact: DANIEL JAY COOTS 817-336-2500</p>	<p>EFF: 06/4/93</p>
<p>COREGIS INDEMNITY COMPANY 181 WEST MADISON AVE #2600 CHICAGO IL 60602 Contact: ROBERT SHORTELL 312-445-5000</p>	<p>EFF: 09/3/93</p>	<p>GENERAL STAR INDEMNITY COMPANY PO BOX 10354 STAMFORD CT 06904-2354 Contact: DAVID W MOCK 203-328-5664</p>	<p>EFF: 05/6/94</p>
<p>DEARBORN INSURANCE COMPANY 123 NORTH WACKER DRIVE CHICAGO IL 60606 Contact: JACK McDONNELL 312-701-3738</p>	<p>EFF: 01/1/88</p>	<p>GENESIS INDEMNITY INSURANCE COMPANY PO BOX 10352 STAMFORD CT 06904-2352 Contact: PATRICIA A FOX 203-328-5643</p>	<p>EFF: 06/6/90</p>
<p>EDEN PARK INSURANCE COMPANY PO BOX 2575 CINCINNATI OH 45201-2575 Contact: ROBERT J SCHWARTZ 513-369-5000</p>	<p>EFF: 10/23/93</p>	<p>GILBRALTAR CASUALTY INSURANCE CO 751 BROAD STREET, 14TH PLAZA NEWARK NJ 07102-3077 Contact: CHRISTINE KNIGHT 201-802-2024</p>	<p>EFF: 07/29/80</p>
<p>EMPIRE INDEMNITY INSURANCE COMPANY 1624 DOUGLAS AVENUE OMAHA NE 68102 Contact: KEVIN H FURCELL 402-341-0135</p>	<p>EFF: 08/10/82</p>	<p>GLOBAL INSURANCE COMPANY 5901 PEACHTREE-DUNWOODY RD NE #B470 ATLANTA GA 30328-5307 Contact: PETER RAMAGLIA 800-634-4175</p>	<p>EFF: 01/2/90</p>
<p>ESSEX INSURANCE COMPANY 4551 COX ROAD GLEN ALLEN VA 22060 Contact: ILL GRODE GOLDFINE 874-273-1400</p>	<p>EFF: 11/14/83</p>	<p>GOTHAM INSURANCE COMPANY 330 MADISON AVENUE NEW YORK NY 10017 Contact: THOMAS JOHN IACOPELLI 212-551-0645</p>	<p>EFF: 07/1/87</p>
<p>EVANSTON INSURANCE COMPANY SHAND MORAHAN PLAZA EVANSTON IL 60201 Contact: EDGAR W PHOEBUS 708-866-2800</p>	<p>EFF: 08/31/81</p>	<p>GULF UNDERWRITERS INSURANCE CO PO BOX 1771 DALLAS TX 75221-1771 Contact: DAVID MARSHALL BARBER 214-670-2905</p>	<p>EFF: 08/1/90</p>
<p>EXECUTIVE RISK SPECIALTY INSURANCE CO PO BOX 2042 SOMERSBY CT 06076-7041 Contact: JEFFREY H KOENIG 203-244-8980</p>	<p>EFF: 12/1/93</p>	<p>HERITAGE INSURANCE COMPANY 707 WESTCHESTER AVENUE #411 WHITE PLAINS NY 10604 Contact: JOSEPH JOHN JAWORSKI 914-683-8008</p>	<p>EFF: 03/27/89</p>
<p>FIDELITY EXCESS & SURPLUS INS CO 105 CAMPUS DRIVE, UNIVERSITY SQUARE FRANCITON NJ 08544-7000 Contact: ROBERT F WOOP 609-520-1133</p>	<p>EFF: 07/15/93</p>	<p>HOMI INSURANCE COMPANY OF ILLINOIS 10 SOUTH RIVERSIDE PLAZA CHICAGO IL 60606 Contact: HANS JOACHIM FRIEDEL 312-558-9500</p>	<p>EFF: 09/25/73</p>
<p>FIREMAN'S FUND INSURANCE CO OF OHIO 777 SAN MARIN DRIVE NOVATO, CA 94948 Contact: CHARLES E MCAULEY II 415-896-2817</p>	<p>EFF: 04/1/85</p>	<p>HOMESTEAD INSURANCE COMPANY 200 PLAZA DRIVE SECAUCUS, NJ 07096-1581 Contact: NOEL SCHULZ 201-271-0200</p>	<p>EFF: 06/27/88</p>
<p>FIRST SPECIALTY INSURANCE CORPORATION PO BOX 2928 OVERLAND PARK KS 66201-1336 Contact: SHARON L BUTLER 913-676-5884</p>	<p>EFF: 03/27/90</p>	<p>ILLINOIS EMCASCO INSURANCE COMPANY 815 COMMERCE DRIVE OAKBROOK IL 60521-1578 Contact: J M VANSLOUN 515-281-2674</p>	<p>EFF: 05/5/82</p>
<p>FLORIDA INTERNATIONAL INDEMNITY CO 27 EAST ROBINSON STREET ORLANDO FL 32801 Contact: C GLENN ALEXANDER 404-981-7100</p>	<p>EFF: 08/12/82</p>	<p>ILLINOIS INSURANCE EXCHANGE 311 SOUTH WACKER DRIVE #4100 CHICAGO IL 60606 Contact: GARY D HACKLEY 312-406-8000</p>	<p>EFF: 10/18/95</p>
<p>FRONTIER PACIFIC INSURANCE COMPANY 185 LAKE LOUISE MARIE ROAD ROCK HILL NY 12774-8000 Contact: LINDA MARKOWITZ ADM. AAJ CFW 845-84-2100 EXT 321</p>	<p>EFF: 08/1/93</p>	<p>ILLINOIS UNION INSURANCE COMPANY 8755 WEST HUGGINS ROAD CHICAGO IL 60631 Contact: FRANK GAGLIANO 312-346-8100</p>	<p>EFF: 09/1/76</p>

FOREIGN SURPLUS LINES INSURERS

State of Tennessee Eligible Surplus Lines Insurers List
Pursuant to Chapter 14, Sections 56-14-101 thru 56-14-117 T.C.A.

INDEPENDENT FIRE INSURANCE OF FLORIDA ONE INDEPENDENT DRIVE JACKSONVILLE FL 32276 Contact: B LANE BUSSEY III 904-358-5470	EFF: 02/9/72	NORTHFIELD INSURANCE COMPANY PO BOX 64816 MENDOTA HEIGHTS MN 55120-1146 Contact: RICHARD J WEINGARTNER 612-683-4100	EFF: 09/21/79
INTERSTATE FIRE & CAUSALTY COMPANY 53 EAST MONROE STREET CHICAGO IL 60601 Contact: PAUL OSMOLSKI 312-346-4600	EFF: 07/30/69	NUTMEG INSURANCE COMPANY HARTFORD PLAZA HARTFORD CT 06115 Contact: S A SOTHERLAND 203-547-5000	EFF: 09/9/81
INVESTORS INSURANCE CO OF AMERICA 200 SCHULZ DRIVE REDBANK NJ 07701 Contact: FRANK T BUZIAK, EXEC VP 908-234-0500	EFF: 05/5/78	OLD REPUBLIC UNION INSURANCE COMPANY 307 NORTH MICHIGAN AVENUE CHICAGO IL 60601 Contact: THELMA EVANS, ACCT MGR 312-346-8100	EFF: 05/14/86
LAFAYETTE INSURANCE COMPANY PO BOX 53265 NEW ORLEANS LA 70153 Contact: LARRY L HAYWARD 504-826-5222	EFF: 05/14/79	PACIFIC INSURANCE COMPANY 180 MAIDEN LANE NEW YORK NY 10038 Contact: FERRY E DEFONTAINE 212-937-5411	EFF: 06/20/84
LANDMARK AMERICAN INSURANCE COMPANY PO BOX 3329 ENGLEWOOD CO 80155 Contact: PATRICIA T HEMLEY 303-734-8702	EFF: 10/16/87	PACIFIC INSURANCE COMPANY LTD 1001 BISHOP STREET HONOLULU HA 96813 Contact: RUBY KONESHI, ASST SECRETARY 808-546-5863	EFF: 10/15/92
LANDMARK INSURANCE COMPANY PO BOX 720594 ATLANTA GA 30328-2594 Contact: WILLIAM P SCHUCHERT 212-770-1100	EFF: 05/18/7	PACIFIC NATIONAL INSURANCE COMPANY PO BOX 2070 MILWAUKEE WI 53201-2070 Contact: HOWARD C MILLER 414-792-3020	EFF: 08/22/90
LEXINGTON INSURANCE COMPANY 200 STATE STREET BOSTON MA 02109 Contact: WILLIAM P SCHUCHERT 212-770-8596	EFF: 02/3/70	PARADIGM INSURANCE COMPANY 9000 WESSEX PLACE #300 LOUISVILLE KY 40222 Contact: LINDA F SERGEANT, ASST CORP SEC 502-429-5585	EFF: 08/06/94
LINCOLN INSURANCE COMPANY PO BOX 4679 WILMINGTON DE 19807 Contact: THOMAS D SYKES 302-594-4700 EXT 128	EFF: 05/10/77	PENN-AMERICA INSURANCE COMPANY 420 SOUTH YORK ROAD HATBORO PA 19040 Contact: WESLEY M BOBBE 215-443-3631	EFF: 06/23/81
MID ATLANTIC MEDICAL INSURANCE CO 224 INTERNATIONAL CIRCLE HUNT VALLEY MD 21090 Contact: MARK PATRICK WELSH 410-785-0050	EFF: 04/1/85	PROFESSIONAL UNDERWRITERS LIABILITY 185 GREENWOOD ROAD NAPA CA 94559 Contact: JERRY J REILEY 707-226-0100	EFF: 03/8/91
MONTICELLO INSURANCE COMPANY NEWPORT TOWER, 325 WASHINGTON BLVD JERSEY CITY NJ 07310-1693 Contact: CHRIS COKE	EFF: 04/12/81	RELIANCE INSURANCE COMPANY OF ILLINOIS 4 PENN CENTER PLAZA PHILADELPHIA PA 19103 Contact: JOHN P TAYLOR 215-864-4007	EFF: 08/2/83
MT HAWLEY INSURANCE COMPANY 9025 NORTH LINDBERG DRIVE PEORIA IL 61615 Contact: TIMOTHY J KRUEGER 309-692-1000	EFF: 05/9/86	RIWOOD FIRE & CASUALTY INS CO 8290 WEST DODGE ROAD #300 OMAHA NE 68114 Contact: MICHELLE ACR1 402-393-7255	EFF: 10/17/86
NATIONAL FIRE & MARINE INSURANCE CO 3024 HARNEY STREET OMAHA NE 68131-3580 Contact: DAVID BRYNE, ASST TREASURER 402-536-3269	EFF: 02/18/70	RISCORP NATIONAL INSURANCE COMPANY PO BOX 32370 KANSAS CITY MO 64171-5370 Contact: KATHIE J WILLIAMS 913-262-2953	EFF: 12/31/86
NAUTILUS INSURANCE COMPANY 775 EAST BUTHERUS DRIVE SCOTTSDALE AZ 85260 Contact: JOHN M RUNBERG 602-951-4905	EFF: 02/18/86	ROCK RIVER INSURANCE COMPANY 3400 87TH STREET MOLINE IL 61265 Contact: DENNIS GENE COOK 815-427-4633	EFF: 11/25/91
NORTH AMERICAN CAPACITY INSURANCE CO 650 ELM STREET, 6TH FLOOR MANCHESTER NH 03103-2024 Contact: EDWARD D STY'S 603-888-4400	EFF: 08/27/89	ROYAL SURPLUS LINES INSURANCE CO PO BOX 1000 CHARLOTTE NC 28201-1000 Contact: FRANK J FRESTOPPING 704-522-3250	EFF: 02/21/83

FOREIGN SURPLUS LINES INSURERS

State of Tennessee Eligible Surplus Lines Insurers List
Pursuant to Chapter 14, Sections 56-14-101 thru 56-14-117 T.C.A.

SAFECO SURPLUS LINES INSURANCE CO SAFECO PLAZA SEATTLE WA 98183 Contact: DAVID W KRAFT 206-543-3394	EFF: 08/1/86	UNITED NATIONAL INSURANCE COMPANY THREE BALA PLAZA EAST #300 BALA CYNWYD PA 19004 Contact: DANIEL J KELLEHER 610-664-1500	EFF: 03/23/79
SAVERS PROPERTY & CASUALTY INS CO 10915 CODY #135 OVERLAND PARK KS 66210 Contact: ROBERT A HOFFMAN 810-354-1100 EXT 340	EFF: 07/17/83	UNITED STATES LIABILITY INSURANCE CO PO BOX 1551 KING OF PRUSSIA PA 19406-0951 Contact: LOUIS F RUVITUSO 215-688-2335	EFF: 10/26/71
SCOTTSDALE INSURANCE COMPANY PO BOX 4110 SCOTTSDALE AZ 85258 Contact: ARLAN G OLIVA 602-423-7675	EFF: 07/26/83	USF INSURANCE COMPANY 1760 MARKET STREET PHILADELPHIA PA 19103 Contact: STEPHEN ROBERT RUTO 215-563-3200	EFF: 11/15/94
SHEFFIELD INSURANCE CORPORATION PO BOX 43360 BIRMINGHAM AL 35243-3360 Contact: DAVE THOMPSON JR 205-970-7122	EFF: 10/1/85	USF & C SPECIALTY INSURANCE COMPANY PO BOX 1138 BALTIMORE MD 21203-1138 Contact: CAROL RAAB 410-547-3704	EFF: 05/1/96
ST PAUL SURPLUS LINES INSURANCE CO 315 WASHINGTON STREET ST PAUL MN 55102 Contact: DELROY W PREUSS 612-221-4069	EFF: 04/14/75	VANGUARD UNDERWRITERS INSURANCE CO PO BOX 660560 DALLAS TX 75266-0560 Contact: JOHN KLENER 214-559-1295	EFF: 05/12/67
STEADFAST INSURANCE COMPANY ZURICH TOWERS, 1400 AMERICAN LANE SCHALMBURG IL 60196-1036 Contact: WILLIAM H WIGGS 708-605-6000	EFF: 04/30/90	WAUSAU GENERAL INSURANCE COMPANY 901 WARRENVILLE ROAD #300 LISLE IL 60532 Contact: MICHAEL ROCCA, TREASURER 715-845-5211	EFF: 04/14/75
SUTTER INSURANCE COMPANY PO BOX 6001 LARKSPUR CA 94577-6000 Contact: WILLIAM A KLEINECKE 415-825-1404 EXT 333	EFF: 10/25/93	WEST CHESTER SURPLUS LINES INS CO SIX CONCOURSE PARKWAY #2700 ATLANTA GA 30328-5346 Contact: BRIAN W D'FERIALE 404-393-9955	EFF: 10/25/93
TIG INSURANCE COMPANY OF MICHIGAN PO BOX 152870 IRVING TX 75015-8830 Contact: CAROLINE WOODBURY 214-431-5000	EFF: 05/1/96	WESTERN ALLIANCE INSURANCE COMPANY PO BOX 201425 AUSTIN TX 78720 Contact: DONALD E WOELLNER 512-345-6505	EFF: 12/17/90
TIG SPECIALTY INSURANCE COMPANY PO BOX 6300 WOODLAND HILLS CA 91367 Contact: STEVEN A COOK 818-596-5323	EFF: 12/3/87	WESTERN HERITAGE INSURANCE COMPANY PO BOX 5100 SCOTTSDALE AZ 85261 Contact: SCOTT A WILSON 602-951-0703	EFF: 10/11/91
TRADERS & PACIFIC INSURANCE COMPANY PO BOX 2932 FORT WORTH TX 76113-2932 Contact: LISA FOSTER 817-377-6000	EFF: 06/4/96	WESTERN WORLD INSURANCE COMPANY 400 PARSONS POND DRIVE FRANKLIN LAKES NJ 07417-2600 Contact: ALICE LEW MUI 201-825-3300	EFF: 04/27/70
TUDOR INSURANCE COMPANY 400 PARSONS POND DRIVE FRANKLIN LAKES NJ 07417-2600 Contact: ALICE LEW MUI 201-825-3300	EFF: 06/1/83		
ELICO INDEMNITY COMPANY 111 MASSACHUSETTS AVENUE WASHINGTON, DC 20001 Contact: DANIEL P SPENCER 202-682-4952	EFF: 06/25/94		
UNDERWRITERS INDEMNITY COMPANY EIGHT GREENWAY PLAZA #400 HOUSTON TX 77046 Contact: GREG E CHILSON	EFF: 02/5/88		
UNITED CAPITOL INSURANCE COMPANY 450 PERIMETER CENTER TERRACE #345 ATLANTA GA 30346 Contact: KATHY D BRUNE 404-843-5559	EFF: 02/13/64		

ALIEN SURPLUS LINES INSURERS

State of Tennessee Eligible Surplus Lines Insurers List
 Pursuant to Chapter 14, Sections 56-14-101 thru 56-14-117 T.C.A.

ASSICURAZIONI GENERALI SPA (UK)
 PIZZA DUCA DEGLI ABRUZZE 2
 34132 TRIESTE ITALY
 EE 102490

ASSOCIATED ELECTRIC & GAS INS SERVICES LTD (AEGI)
 HARBORSIDE FINANCIAL CTR, 700 PLAZA 2
 JERSEY CITY NJ 07311-3994
 EE 02/12/94

BRITISH AVIATION INSURANCE COMPANY LTD
 FITZWILLIAM HOUSE, 10 ST MARY AXE
 LONDON EC3A 8EQ ENGLAND
 EE 1001/94

CNA INTERNATIONAL REINSURANCE COMPANY LTD
 FOUNTAIN HOUSE, 123/135 FENCHURCH ST
 LONDON EC3M 5DJ ENGLAND
 EE 05/08/96

COMMERCIAL UNION ASSURANCE COMPANY PLC
 ST HELENS - 1 UNDERSHAFT
 LONDON EC3P 3DQ ENGLAND
 EE 06/10/97

COMMONWEALTH INSURANCE COMPANY - U.S. BRANCH
 595 BURNARD ST #1500 BENTALL TOWER 3
 VANCOUVER, BRITISH COLUMBIA V7X 1G4
 EE 12/01/95

COPENHAGEN REINSURANCE COMPANY U.K. LTD
 25/26 LIME STREET
 LONDON EC3M 7ER ENGLAND
 EE 08/11/96

CAN INSURANCE COMPANY LTD
 MINISTER HOUSE - ARTHUR STREET
 LONDON EC4R 9BJ ENGLAND
 EE 10/04/91

INDEMNITY MARINE ASSURANCE COMPANY LTD
 ST HELENS - 1 UNDERSHAFT
 LONDON EC3P 3DQ ENGLAND
 EE 06/10/97

INSURANCE COMPANY OF NORTH AMERICA (U.K.) L3
 CIGNA HOUSE, 8 LIME STREET
 LONDON EC3M 7NA ENGLAND
 EE 11/18/91

LA CONCORDE COMPAGNIE D'ASSURANCES
 5 RUE DE LONDRES
 PARIS FRANCE
 EE 07/19/94

LIBERTY MUTUAL INSURANCE COMPANY (U.K.) LTD
 ONE MINISTER COURT MENCING LANE
 LONDON ENGLAND EC3R 7AA
 EE 03/01/95

LLOYD'S UNDERWRITERS AT LONDON
 LIME STREET
 LONDON EC3M 7EL ENGLAND
 EE 04/23/70

MARINE INSURANCE COMPANY LTD
 34 LIME STREET
 LONDON EC3M 7JE ENGLAND
 EE 10/17/96

NORTHERN ASSURANCE COMPANY LTD
 ST HELENS - 1 UNDERSHAFT
 LONDON EC3P 3DQ ENGLAND
 EE 06/10/97

OCEAN MARINE ASSURANCE COMPANY LTD
 ST HELENS - 1 UNDERSHAFT
 LONDON EC3P 3DQ ENGLAND
 EE 06/10/97

PHOENIX ASSURANCE PLC
 ONE BARTHOLOMEW LANE
 LONDON EC2N 2AB ENGLAND
 EE 10/17/96

KROLL & TRACT
 JOHN P DEARIE JR
 212-921-9100 FAX 212-869-3657

LEBOEUF LAMB GREENE & MACRAE
 212-424-8500 FAX 212-424-8500

MENDES & MOUNT
 MICHAEL C GIORDANO
 212-261-8423 FAX 212-261-8750

CNA INSURANCE COMPANIES
 JAMES J MORRIS
 312-822-4650 FAX 312-822-2893

MENDES & MOUNT
 MICHAEL C GIORDANO
 212-261-8423 FAX 212-261-8750

BUCHALTER NEMER FIELDS & YOUNGER
 JOHN L INGERSOLL
 212-851-0700 FAX 212-896-0400

KROLL & TRACT
 JOHN P DEARIE JR
 212-921-9100 FAX 212-869-3657

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 JOHN P DEARIE JR
 212-921-9100 FAX 212-869-3657

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 JOHN P DEARIE JR
 212-921-9100 FAX 212-869-3657

ALien SURPLUS LINES INSURERS
State of Tennessee Eligible Surplus Lines Insurers List
Pursuant to Chapter 14, Sections 56-14-101 thru 56-14-117 T.C.A.

QBI INTERNATIONAL INSURANCE LTD
FOURTEEN FENCHURCH AVENUE
LONDON EC3M 5BS ENGLAND
E# 06/29/94

RIVER TRAMIS INSURANCE COMPANY LTD
150122 FENCHURCH STREET
LONDON EC3M 6DL ENGLAND
E# 06/30/70

SKANDIA INTERNATIONAL INSURANCE CORPORATION
SVEAVAGEN 44 BOX 7653
S-103 95 STOCKHOLM SWEDEN
E# 04/01/86

SPHERE DRAMA INSURANCE PLC
12-34 LEADHALL STREET
LONDON EC3A 2BJ ENGLAND
E# 12/10/69

SR INTERNATIONAL BUSINESS INSURANCE CO LTD
71-77 LEADENHALL STREET
LONDON EC3A 2PQ ENGLAND
E# 01/01/89

ST PAUL REINSURANCE COMPANY LTD
ST PAUL HOUSE, 27 CAMPER DOWN STREET
LONDON E1 3DS ENGLAND
E# 03/23/89

TERRA NOVA INSURANCE COMPANY LTD
TERRA NOVA HOUSE - 41/43 MINCING LANE
LONDON EC3R 7SF ENGLAND
E# 04/17/84

THREADNEEDLE INSURANCE COMPANY LTD
60 ST MARY AXE
LONDON EC3A 1JQ ENGLAND
E# 10/20/87

UNIONAMERICA INSURANCE COMPANY LTD
77 GRACECHURCH STREET
LONDON EC3V 0DA ENGLAND
E# 10/05/87

YORKSHIRE INSURANCE COMPANY LTD
TWO ROUGIER STREET
YORK YO1 1HR ENGLAND
E# 09/05/90

ZURICH RE (U.K.) LIMITED
60 FENCHURCH STREET, THE ZURICH BLDG
LONDON EC3M 4TX ENGLAND
E# 07/20/90

GILBERT SEGALL & YOUNG
JANE DAVIS
212-644-4000 FAX 212-644-4051

WILSON ELSER MOSKOWITZ EDELMAN & DICKER
LINDA ESKAY
212-490-3000 FAX 212-490-3038

LEBOEUF LAMB GREENE & MACRAE
212-424-8000 FAX 212-424-8500

WILSON ELSER MOSKOWITZ EDELMAN & DICKER
LINDA ESKAY
212-490-3000 FAX 212-490-3038

LEBOEUF LAMB GREENE & MACRAE
212-424-8000 FAX 212-424-8500

LEBOEUF LAMB GREENE & MACRAE
212-424-8000 FAX 212-424-8500

LEBOEUF LAMB GREENE & MACRAE
212-424-8000 FAX 212-424-8500

LEBOEUF LAMB GREENE & MACRAE
212-424-8000 FAX 212-424-8500

LEBOEUF LAMB GREENE & MACRAE
212-424-8000 FAX 212-424-8500

MENDES & MOUNT
MICHAEL C GIORDANO
212-261-8425 FAX 212-261-8750

LEBOEUF LAMB GREENE & MACRAE
212-424-8000 FAX 212-424-8500

APPENDIX E

Liquidated Damages Schedule

Liquidated damages will be calculated in accordance with the following formula:

$$V \times B \times \$25.00 \text{ where}$$

V = Relative value of Service Area

B = Relative value of the Breach

Service Area 1 - Value = 5: Inmate Classification, Custody and Movement, Access to Courts, Disciplinary Procedures, Inmate Relations, Sentence Reduction Credits, Sentence Computation, Inmate Records:

Contractor Breach:	B
Failure of Staff	5
Failure to Document	4
Failure to Report	3
Failure to Comply with Other Applicable Standards	5

Service Area 2 - Value = 4: General Administration, Personnel and Training, Security and Control, Use of Force, Health/Medical/Mental Health/Dental, Inmate Work and Education, Transportation, Inmate Drug Testing:

Contractor Breach:	B
Failure of Staff	5
Failure to Document	3
Failure to Report	2
Failure to Comply with Other Applicable Standards	5

Service Area 3 - Value = 3: Equipment, Supplies and Perishables, Sanitation and Hygiene, Facility Management, Maintenance, and Utilities:

Contractor Breach:	B
Failure of Staff	4
Failure to Document	2
Failure to Report	1
Failure to Comply with Other Applicable Standards	4

Service Area 4 - Value = 2: Personal Property, Visitation, Food Service, Laundry and Clothing, Recreation, Library, Commissary, Religious Services, Volunteer Services, Released Inmates, Telephone and Correspondence, Inmate Trust Fund, Community Relations, and other requirements of the Standards:0

Contractor Breach:	B
Failure of Staff	4
Failure to Document	1
Failure to Report	1
Failure to Comply with Other Applicable Standards	2

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

(hereinafter called the "Principal") and _____

(hereinafter called the "Surety") do hereby acknowledge ourselves indebted and securely bound and held unto _____

(hereinafter called the "State"), and in the penal sum of _____

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

But the condition of the foregoing obligation or bond is this:
Whereas, the State has engaged the principal for the sum of _____

to staff, manage, and operate the South Central Correctional Center, Clifton, Wayne County, Tennessee, RFP/RFS 97-329.44-002 as more fully appears in a written agreement or contract bearing the date of

a copy of which said agreement or contract is by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein, and it is the desire of the State that the Principal shall assure all undertakings under said agreement or contract.

Now, therefore, if the Principal shall fully and faithfully perform all undertakings and obligations under the contract hereinbefore referred to and shall fully indemnify and hold harmless the State from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the State any and all outlay and expense which it may incur in making good any such default, by the Principal, and shall fully pay in lawful money of the United States, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

And for value received the receipt of which is acknowledged, it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the contract or to the Principal's duties thereunder shall in any wise affect the obligation under this bond, and notice is hereby waived of

any such change, extension of time, alteration or addition to the terms of the contract or to the Principal's duties thereunder.

Now, therefore, the condition of this obligation is such, that if the Principal shall faithfully perform said contract according to its terms, covenants and conditions and shall promptly pay all persons who supply labor or material to the Principal for use in the prosecution of the work under said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Subject to the named State's priority, all persons who have supplied labor or material directly to the Principal for use in the prosecution of the work under said contract shall have a direct right of action under this bond. The Surety's aggregate liability hereunder shall in no event exceed the amount set forth above.

In witness whereof the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this ____ day of _____, 19__.

Executed in _____ counterparts.

Witness:

_____	_____
(name of Principal)	(name of Surety)
_____	_____
(authorized signature)	(signature of Attorney-in-Fact)
_____	_____
(name of signatory)	(name of Attorney-in-Fact)
_____	_____
(title of signatory)	(Tennessee license number of Agent or Attorney-in-Fact)

(countersignature of resident Agent
if not same as Attorney-in-Fact)

Surety Company issuing bond shall be licensed to transact business in State of Tennessee by Tennessee Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

AMENDMENT THREE
TO CONTRACT FA-97-12268-00

BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CORRECTION
AND
CORRECTIONS CORPORATION OF AMERICA

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Corrections Corporation of America, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Add the following as Section 12.34:

Section 12.34 Name Change. Effective December 21, 2000, all references to "Corrections Corporation of America" shall be deleted and replaced with "CCA of Tennessee, Inc. d/b/a Corrections Corporation of America."

2. Add the following as Section 12.35:

Section 12.35 Federal Employer Identification Number. Effective December 21, 2000, the Federal Employer Identification Number of the Contractor shall be 62-1806755.

The other terms and conditions of this agreement not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

CCA OF TENNESSEE, INC. D/B/A CORRECTIONS CORPORATION OF AMERICA:

John D. Ferguson Date 2/8/2001
John D. Ferguson, CEO

DEPARTMENT OF CORRECTION

Donal Campbell Date 2-8/2001
Donal Campbell, Commissioner

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

C. Warren Neel Date MAR 05 2001
C. Warren Neel, PhD, Commissioner

COMPTROLLER OF THE TREASURY:

John G. Morgan

3/15/01

John G. Morgan, Comptroller of the Treasury

Date

ATTORNEY GENERAL AND REPORTER:

Paul G. Summers

3/06/01

Paul G. Summers, Attorney General and Reporter

Date

**AMENDMENT TWO
TO CONTRACT FA-97-12268-00**

**BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CORRECTION
AND
CORRECTIONS CORPORATION OF AMERICA**

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Corrections Corporation of America, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section 7.1 in its entirety and insert the following in its place:

Section 7.1 Management Payment. The State shall pay the Contractor a Per Diem Rate per Inmate Day as follows:

Period	Per Diem Rate	
	1 — 1506 Inmates	1507 — 1676 Inmates
02/28/97 — 06/30/97	\$32.26	
07/01/97 — 06/30/98	\$32.26	
07/01/98 — 06/30/99	\$33.31	
07/01/99 — 02/29/00	\$34.40	
03/01/00 — 06/30/00	\$34.40	
07/01/00 — 01/31/01	\$35.51	
2/01/01 — 6/30/01	\$35.51	\$28.50
07/01/01 — 02/28/02	\$36.67	\$29.43

In the event the State exercises its right to construct additional buildings at the Facility and/or to expand the capacity of existing buildings at the Facility, the parties will negotiate

a Per Diem Rate for such additional Inmates, it being the intent of the parties that the State will pay only the marginal costs for such additional Inmates.

2. Delete Section 12.26 in its entirety and insert the following in its place:


Section 12.26 Maximum Liability. Notwithstanding any provision contained herein to the contrary, in no event shall the maximum liability of the State under this Contract exceed \$97,629,784. The maximum liability of the State under this Contract for each respective year of this Contract is as follows:

Fiscal Year 1996 – 1997	<u>\$ 6,037,924</u>
Fiscal Year 1997 – 1998	<u>\$ 18,069,683</u>
Fiscal Year 1998 – 1999	<u>\$ 18,656,075</u>
Fiscal Year 1999 – 2000	<u>\$ 19,326,998</u>
Fiscal Year 2000 – 2001	<u>\$ 20,629,650</u>
Fiscal Year 2001 – 2/28/2002	<u>\$ 14,909,454</u>

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section 7.1. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contractor.


IN WITNESS WHEREOF:

CORRECTIONS CORPORATION OF AMERICA:


John D. Ferguson, CEO

DATE: 1/23/01

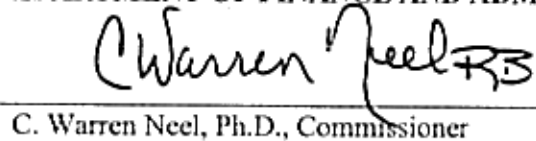
DEPARTMENT OF CORRECTION:


Donal Campbell, Commissioner

DATE: 2/13/01

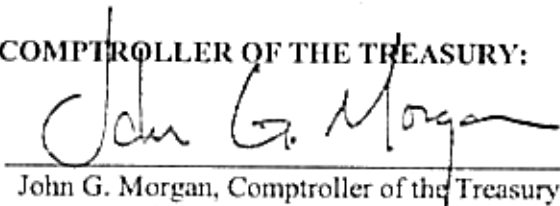
APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:


C. Warren Neel, Ph.D., Commissioner

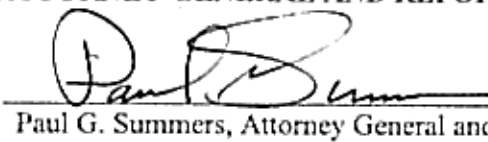
MAR 05 2001
DATE: _____

COMPTROLLER OF THE TREASURY:


John G. Morgan, Comptroller of the Treasury

DATE: 3/7/01

ATTORNEY GENERAL AND REPORTER:


Paul G. Summers, Attorney General and Reporter

DATE: 3/06/01

AMENDMENT ONE
TO CONTRACT FA-97-12268-00

BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CORRECTION
AND
CORRECTIONS CORPORATION OF AMERICA

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Corrections Corporation of America, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete following Section in its entirety:

Section 2.1 Term

(a) The term of this Contract shall be from the Effective Date of Contract until three (3) years after the Service Commencement Date, February 28, 1997, unless terminated earlier pursuant to the terms hereof. This term requires three (3) years of management service ending at 12:00 noon on February 29, 2000.

(b) The State shall have an option to renew the Contract upon the same terms and conditions for an additional twenty-four (24) month period by giving the Contractor written notice of its intent to exercise such option on or before November 1, 1999; provided, however, exercise of the option to renew is solely within the discretion of the State.

and insert the following in its place:

Section 2.1 Term. The term of this Contract shall be from the Effective Date of Contract until five (5) years after the Service Commencement Date, February 28, 1997, unless terminated earlier pursuant to the terms hereof. This term requires five (5) years of management service ending at 12:00 noon on February 28, 2002.

2. Delete following Section in its entirety:

Section 12.26 Maximum Liability. Notwithstanding any provision contained herein to the contrary, in no event shall the maximum liability of the State under this Contract exceed \$55,639,180. The maximum liability to the State under this Contract for each respective

year of this Contract is as follows:

Fiscal Year 1996 – 1997	\$ <u>6,037,924</u>
Fiscal Year 1997 – 1998	\$ <u>18,069,683</u>
Fiscal Year 1998 – 1999	\$ <u>18,656,075</u>
Fiscal Year 1999 – 2-29-2000	\$ <u>12,875,498</u>

and insert the following in its place:

Section 12.26 Maximum Liability. Notwithstanding any provision contained herein to the contrary, in no event shall the maximum liability of the State under this Contract exceed \$95,687,280. The maximum liability of the State under this Contract for each respective year of this Contract is as follows:

Fiscal Year 1996 – 1997	\$ <u>6,037,924</u>
Fiscal Year 1997 – 1998	\$ <u>18,069,683</u>
Fiscal Year 1998 – 1999	\$ <u>18,656,075</u>
Fiscal Year 1999 – 2000	\$ <u>19,326,998</u>
Fiscal Year 2000 – 2001	\$ <u>19,902,900</u>
Fiscal Year 2001 – 2/28/2002	\$ <u>13,693,700</u>

3. Delete following Section in its entirety:

Section 6.10 Background Checks. Prior to employment with Contractor, applicants shall be subjected to a thorough background investigation, including criminal, employment, and medical histories. The background investigation for applicants for correctional officer positions shall also include psychological history. Criminal and employment histories must go back a minimum of five (5) years. Said background investigations shall be available to the State upon request. The State shall not provide NCIC background checks.

and insert the following in its place:

Section 6.10 Background Checks.

- a) Prior to employment with Contractor, applicants shall be subjected to a thorough background investigation, including criminal, employment, and medical histories. The background investigation for applicants for correctional officer positions shall also include

psychological history. Criminal and employment histories must go back a minimum of five (5) years. Said background investigations shall be available to the State upon request.

b) The Warden shall immediately cause a "Criminal History Request" from NCIC to be completed on each individual hired to work at the Facility. The request shall be forwarded to the State and processed in accordance with procedures established by the Commissioner. In no instance may an employee be assigned to a post until the NCIC check has been completed; however, the employee may participate in preservice training while the check is in process. The State shall notify the Warden whether the employee is cleared for further consideration of employment. The criminal history obtained from NCIC or FBI may be used solely for the purpose requested, and may not be disseminated outside the Department of Correction or the affected employee.

4. Add the following as Section 7.7 and renumber any subsequent sections as necessary:

Section 7.7 Failure to Pay Health Care Providers. The Contractor shall be responsible for making payments to the State's contract hospital and physicians providing services at the State's contract hospital within ninety (90) days of the invoice date for services to any Inmate assigned to the Facility. When any such debt is more than ninety (90) days old, the State reserves the right to pay the provider and deduct the amount from payments due from the State to the Contractor hereunder.

5. Delete following subsections in their entirety:

Section 6.8(c) whether any position on the staffing pattern was vacant and for how many days; and

(d) types and hours of training provided by position.

and insert the following in their place:

Section 6.8(c) whether any position on the staffing pattern was vacant and for how many days.

6. Delete following Section in its entirety:

Section 6.13 Training. Contractor shall provide training programs for all employees in accordance with the Standards. All costs incurred for said orientation and training

programs shall be borne by the Contractor. The Contractor's employees shall receive at least the same number of hours of orientation, pre-service, and in-service training as required by ACA standards.

The Contractor shall provide documentation to the Contract Liaison of all completed employee training as soon as possible after its completion. The Liaison shall be permitted to review training curricula and other training-related records and to audit training classes at any time.

The Contractor shall comply with T.C.A. § 4-6-143 including but not limited to compensation for teachers.

and insert the following in its place:

Section 6.13 Training. Contractor shall provide training programs for all employees in accordance with the Standards. All costs incurred for said orientation and training programs shall be borne by the Contractor. The Contractor's employees shall receive at least the same number of hours of orientation, pre-service, and in-service training as required by ACA standards.


The Liaison shall be permitted to review training curricula and other training-related records and to audit training classes at any time.

The Contractor shall comply with T.C.A. § 4-6-143 including but not limited to compensation for teachers.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

CORRECTIONS CORPORATION OF AMERICA:




Michael Quinlan, President

DOCTOR R. CEAMTS
CEO

DATE: 6 Jan 2000

DEPARTMENT OF CORRECTION:




Donal Campbell, Commissioner

DATE: 2/24/00

APPROVED:

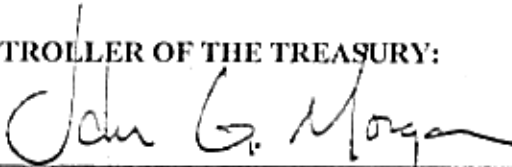
DEPARTMENT OF FINANCE AND ADMINISTRATION:



John D. Ferguson, Commissioner

DATE: 2/24/00

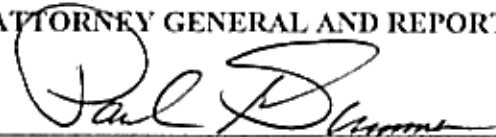
COMPTROLLER OF THE TREASURY:



John G. Morgan, Comptroller of the Treasury

DATE: 2/25/00

ATTORNEY GENERAL AND REPORTER:



Paul G. Summers, Attorney General and Reporter

DATE: 2/25/2000