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South Bay Correctional Facility

Operations and Management Contracts, Exhibits and
Addendums

DMS Contract No. 05/06-079

**REDACTED for PUBLIC RECORDS
REQUEST**

Michael Weber, Chief
Private Prison Monitoring
01/29/2009

**SOUTH BAY CORRECTIONAL FACILITY
OPERATIONS & MANAGEMENT SERVICES CONTRACT**

This Contract made and entered into on this 20th day of June, 2006, by and between THE STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES, BUREAU OF PRIVATE PRISON MONITORING (hereinafter referred to as the "BUREAU") and THE GEO GROUP, INC. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

Whereas, it is necessary that budget resources be allocated effectively;

Whereas, the Florida Legislature, Chapter 957, Florida Statutes, authorizes the BUREAU to enter into a contract with a private entity for the operation, maintenance, and management of a secure correctional facility housing adult male medium/close custody inmates;

Whereas, an Invitation to Negotiate (DMS 05/06-079) was issued on November 21, 2005, by the BUREAU in order to select a CONTRACTOR to operate, maintain, and manage a 1,861-bed, adult male, medium/close custody security level correctional facility located in Palm Beach County, Florida.

Now, therefore, in consideration of the agreements contained herein, the parties agree:

ARTICLE ONE
DEFINITIONS

The following terms used in this Contract shall, unless the context indicates otherwise, have the meanings set forth below:

ACA: American Correctional Association.

ACA STANDARDS or STANDARDS: The Standards for Adult Correctional Institutions (Fourth Edition, 2003) published by ACA (as heretofore supplemented and as same may be modified, amended, or supplemented in the future).

ADDITIONAL SERVICES: Additional operational and management services required to be furnished by the CONTRACTOR, which are required by changes in ACA Standards, laws, government policies, regulations, or court orders generally applicable to the BUREAU and which cause an increase in the cost of operating and managing the Facility.

AGREEMENT: The Cooperative Transfer Agreement between the BUREAU, the CONTRACTOR, and the Florida Department of Corrections (the DEPARTMENT) which establishes guidelines for transfer of inmates between the South Bay Correctional Facility and facilities operated by the DEPARTMENT.

AUTHORIZED REPRESENTATIVE: The person designated in writing to act for and on behalf of a party of this Contract, which designation has been furnished to the other party hereto. In the case of the CONTRACTOR, the Authorized Representative shall be designated in writing by its President or any Vice President. The designation of the CONTRACTOR's initial Authorized Representative shall be delivered to the BUREAU no later than the effective date of this Contract. The CONTRACTOR's Authorized Representative may designate other persons to assist such

Authorized Representative in the performance of certain obligations required by this Contract. In the case of the BUREAU, the BUREAU Chief is hereby designated as its Authorized Representative. At any time, either party may designate any person as its Authorized Representative by delivering to the other party a written designation signed, if on behalf of the CONTRACTOR by its President or Vice President, or if on behalf of the BUREAU by the BUREAU Chief. Such designations shall remain effective until new written instruments are filed with or actual notice is given to the other party that such designations have been revoked.

BREACH OF CONTRACT: Any of the events or circumstances described in Article 10.

BUREAU: The Florida Department of Management Services, BUREAU of Private Prison Monitoring.

CLOSE CUSTODY GRADE: Refers to a class of inmates who must be maintained within an armed perimeter or under direct, armed supervision when outside of a secure perimeter. Transport off institutional grounds requires two armed transport officers and the inmate will be restrained using handcuffs, waist chains with handcuff cover and leg irons.

CONTRACT: The Operation and Management Services Contract, together with all attachments and exhibits hereto, and all amendments and modifications hereof.

CONTRACT ADMINISTRATOR: The Department employee who is primarily responsible for maintaining the official Contract file. As of the Effective Date of the Contract, the Contract Administrator is Kaye Robertson, 4050 Esplanade Way, Suite 280, Tallahassee, Florida 32399. The Department may appoint a different Contract Administrator, which shall not constitute an amendment to the Contract, by sending notice to CONTRACTOR.

CONTRACT DOCUMENTS: The Contract, the Plans, Specifications and Related Construction Documents, together with the Invitation to Negotiate issued by the BUREAU and the CONTRACTOR's response thereto, all of which documents are attached hereto by reference and become a part hereof. In the event of ambiguity or contradiction among the Contract Documents, the following order of authority shall apply: this Contract, Invitation to Negotiate, CONTRACTOR's response thereto, the Plans, Specifications and Related Construction Documents.

CONTRACT MANAGER: The BUREAU employee, the BUREAU Chief or its designee, who is primarily responsible for management and oversight of the Contract and evaluation of the CONTRACTOR's performance of its duties and obligations pursuant to the terms of the Contract. The Contract Manager is currently Terry Rocco. The BUREAU may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending notice to CONTRACTOR. Any communication from the CONTRACTOR to the BUREAU relating to the Contract shall be addressed to the Contract Manager.

CONTRACT MONITOR: The employee or employees of the BUREAU designated to monitor the operation of the Facility for contract compliance and to coordinate actions and communications between the BUREAU and the CONTRACTOR. The Contract Monitor will be designated by the BUREAU at the opening of the Facility. The CONTRACTOR will be required monthly to reimburse the BUREAU for the salary and expenses of the Contract Monitor. Such salary and expenses will include coverage of employee benefits. The salary and expenses of the Contract Monitor may be adjusted annually, subject to legislative appropriations, at a rate not to exceed the

CONTRACTOR's rate of per diem increase. The Contract Monitor will be the official liaison between the BUREAU and CONTRACTOR on all on-site matters pertaining to the operation and management services of the Facility.

COURT ORDERS: Any existing or future orders or judgments issued by a court of competent jurisdiction or any existing or future stipulations, agreements, or plans entered into in connection with litigation that are applicable to the operation, management, or maintenance of the Facility or related to the care and custody of inmates at the Facility.

DAY: A calendar day.

DEPARTMENT OR DC: The Florida Department of Corrections.

DMS: The Florida Department of Management Services.

FACILITY: The 1,861-bed adult male medium/close custody secure correctional Facility located in Palm Beach County, Florida, and designed and constructed for the detention adult male medium/close custody inmates. Further expansion of this Facility may be authorized by the BUREAU. In the event further expansion of the Facility occurs, per diem and other adjustments will be made upon mutual agreement of the parties.

FIXED EQUIPMENT: Refers to all equipment and systems necessary to the operation of the Facility, which are an integral part of, or permanently attached to, a structure, or permanently connected to the Facility utilities.

FORCE MAJEURE means acts of God (i.e., hurricane, tornado, earthquake, natural fire), riot, act(s) of terrorism, war or national emergency legally excusing the failure to perform any of the terms and conditions of this Agreement.

INMATE: Any person assigned by the DEPARTMENT to be housed at the Facility over which DMS has contractual authority.

INMATE DAY: Each day on which an inmate is housed at the Facility, including the first, but not the last day of incarceration as determined by the midnight count of each day.

LEASED FURNISHINGS AND EQUIPMENT: The items of personal property as described in Article 4.2 and Exhibit C of this Contract to be financed or refinanced by disbursements from the Project Account and leased to the BUREAU pursuant to the terms and provisions of the Lease Agreement.

MANAGEMENT SERVICES AGREEMENT, OR CONTRACT: The management services agreement or Contract, together with all attachments, exhibits, amendments, and modifications entered into between the BUREAU and the CONTRACTOR.

MEDIUM CUSTODY GRADE: As used herein, refers to a class of inmates who are eligible for placement at a facility with a secure perimeter and require armed supervision for all movement outside the secure perimeter. Such inmates may be transported without armed supervision if in a secure vehicle that does not leave institutional grounds. Transport off institutional grounds, in addition to armed supervision, requires a minimum restraint of handcuffs.

MOVABLE EQUIPMENT: All furniture and equipment not permanently attached to the Facility.

OSHA: The Occupational Safety & Health Administration.

PER DIEM RATE: The cost charged per inmate, per inmate day for the delivery of operation and

management services at the Facility.

PRIVATELY OPERATED INSTITUTION INMATE WELFARE TRUST FUND (POIWF): A trust fund account maintained by DEPARTMENT that is required by Section 945.215, Florida Statutes, and into which the net proceeds derived from operating inmate canteens, vending machines used primarily by inmates, receipts from telephone commissions, and similar sources shall be deposited monthly.

PUBLIC ENTITY CRIMES: As defined in Section 287.133(1)(g), Florida Statutes, "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

SERVICE COMMENCEMENT DATE: The date on which the CONTRACTOR shall begin providing operations and management services at the Facility under this Contract, the date which shall be July 1, 2006.

STATE: The State of Florida, including the Florida Department of Management Services or any other state government entity referenced therein. These terms may be used interchangeably.

SUBCONTRACT: An agreement entered into by the CONTRACTOR with any other person or entity to perform any performance obligation for the CONTRACTOR specifically related to securing or fulfilling the CONTRACTOR's obligations to the BUREAU under the terms of this Contract.

SUBCONTRACTOR: Any person or entity other than an employee of the CONTRACTOR who performs or agrees to perform any of the CONTRACTOR's obligations under the terms of this Contract.

UNFORESEEN CIRCUMSTANCES: Those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alter the financial conditions upon which this Contract is based.

ARTICLE TWO **SCOPE OF WORK**

Article 2.1 Purpose. The purpose of this Contract is to establish the terms and conditions under which the CONTRACTOR shall operate and manage the Facility.

ARTICLE THREE **TERM OF THE CONTRACT AND REPRESENTATIONS**

Article 3.1 Term. This Contract shall commence at 12:01 a.m. on the Service Commencement Date and terminate three (3) years thereafter, unless terminated earlier pursuant to Article 10 of this Contract. The BUREAU may renew the Contract for additional two-year periods by giving written notice to the CONTRACTOR of its desire to do so at least one hundred twenty (120) days before the original or any subsequent termination date with concurrence of the CONTRACTOR.

Article 3.2 Representations of the BUREAU. The BUREAU represents and warrants to and for the benefit of the CONTRACTOR, with the intent that the CONTRACTOR will rely thereon for purposes of entering into this Contract, as follows:

3.2.1 Authorization. This Contract has been duly authorized, executed, and delivered by the BUREAU and, assuming due execution and delivery by the BUREAU constitutes a legal, valid, and binding agreement enforceable against the BUREAU in accordance with its terms.

3.2.2 Disclosure. There is no material fact which materially and adversely affects or in the future will (so far as the BUREAU can now reasonably foresee) materially and adversely affect the BUREAU'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 the CONTRACTOR prior to the date hereof.

3.2.3 Statutory Contingency. The State's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature, pursuant to Section 287.0582, Florida Statutes; the State is not obligated for any payments that exceed the amount of the current appropriation, pursuant to Section 957.04(1)(h),(2)(d), Florida Statutes.

Article 3.3 Representations of CONTRACTOR. The CONTRACTOR represents and warrants to and for the benefit of the BUREAU, with the intent that the BUREAU will rely thereon for purposes of entering into this Contract, as follows:

3.3.1 Organization and Qualification. The CONTRACTOR has been duly incorporated and is validly existing as a corporation in good standing under the laws in its jurisdiction of incorporation with power and authority to own its properties and conduct its business as presently conducted. The CONTRACTOR is duly qualified to do business as a corporation in good standing in Florida.

3.3.2 Authorization. This Contract has been duly authorized, executed, and delivered by the CONTRACTOR, and constitutes a legal, valid, and binding agreement enforceable against the CONTRACTOR in accordance with its terms.

3.3.3 No Defaults under Agreement. The 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 the 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 the CONTRACTOR's ability to perform its obligations under this Contract.

3.3.4 Compliance with Laws. Neither the CONTRACTOR nor its officers and directors purporting to act on behalf of the CONTRACTOR have been advised, and have no reason to believe, that CONTRACTOR or such officers and directors have not been conducting business in compliance with all applicable laws, rules, and regulations of the jurisdictions in which the CONTRACTOR is conducting business including all safety

laws and laws with respect to discrimination in hiring, promotion or pay of employees or other laws affecting employees generally, except where failure to be so in compliance would not materially and adversely affect the CONTRACTOR's ability to perform its obligations under this Contract.

3.3.5 No Litigation. Except as previously disclosed in writing to the BUREAU, there is not now pending nor, to the knowledge of the CONTRACTOR, threatened, any action, suit, or proceeding to which the CONTRACTOR is a party, before or by any court or governmental agency or body, which might result in any material adverse change in the 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 the CONTRACTOR exists or is imminent which might be expected to materially and adversely affect the CONTRACTOR's ability to perform its obligations under this Contract.

3.3.6 Taxes. The CONTRACTOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon; the CONTRACTOR has no knowledge of any tax deficiency which has been or might be asserted against the CONTRACTOR which would materially and adversely affect the CONTRACTOR's ability to perform its obligations under this Contract.

3.3.7 Financial Statements. The CONTRACTOR has delivered, or will deliver, to the BUREAU copies of the following financial statements with all sub schedules and footnotes: a balance sheet, profit and loss statement, and a change in financial position schedule for each of the prior three (3) years. Such financial statements fairly present the financial position of the CONTRACTOR at the date shown and the results of its 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.

3.3.8 No Adverse Change. Since the date of the CONTRACTOR's most recent balance sheet provided to the BUREAU, there has not been any material adverse change in the CONTRACTOR's business or condition, nor has there been any change in the assets or liabilities or financial condition of the CONTRACTOR from that reflected in such balance sheet which is material to the CONTRACTOR's ability to perform its obligations under this Contract.

3.3.9 Disclosure. There is no material fact which materially and adversely affects or in the future will (so far as the 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 the BUREAU prior to the date hereof. Failure to disclose such material facts, as described above, is grounds for termination for false representation.

ARTICLE FOUR POSSESSION

Article 4.1 Possession of Facility. On the Services Commencement Date effective the date of

this Contract, the BUREAU shall grant to the CONTRACTOR exclusive use, possession, and control of the land and property comprising the Facility and its grounds, subject to terms of this Contract and to the right of the BUREAU and other appropriate parties to enter and/or inspect same. The design of the Facility will be owned by the State of Florida.

Article 4.2 Possession of Leased Furnishings and Equipment. On the Services Commencement Date, the BUREAU will grant the CONTRACTOR exclusive use and possession, subject to the terms of this Contract, of leased furnishings and equipment as same is defined and set out in the Design/Build Agreement. Items purchased with state funds are owned by the State of Florida and shall remain with the Facility in the event of termination or non-renewal of this Contract. All furnishings and equipment are State property, except for CONTRACTOR Property as set forth under Article 4.5.

Article 4.3 Inventory. As part of CONTRACTOR's initial responsibility, the CONTRACTOR shall prepare and maintain an inventory of leased furnishings and equipment. Such inventory shall include the manufacturer, model number, serial number, monetary value (purchase cost), and assigned identification number. Leased furnishings and equipment shall remain part of the Facility and may not be removed from the Facility, without approval from the Contract Monitor. The BUREAU shall be entitled to conduct an inventory of leased furnishings and equipment prior to or within a reasonable time after the Services Commencement Date, and shall be entitled to conduct an inventory of leased furnishings and equipment throughout the Term of this Agreement. The CONTRACTOR shall cooperate with the BUREAU in its conducting of all inventories of leased furnishings and equipment.

Article 4.4 Replacement of Inventory. The CONTRACTOR, subject only to the facility furnishings, fixtures, and equipment covered by the "major maintenance and repair reserve fund" as described in Article 4.9, shall replace within sixty (60) days of the date of discovery of loss, theft, damage or inoperability beyond repair with equipment having like functional ability, life expectancy and quality. Such replacement equipment shall be added to the inventory and shall become the property of the State. The Contract Monitor shall be notified quarterly, in writing, when an item of leased furnishings and equipment is replaced. Such notification must include all pertinent information (including a copy of the purchase receipt showing purchase cost, manufacturer, model number, serial number and assigned identification number) for the replaced item. Inoperable equipment replaced by the CONTRACTOR shall be disposed of by the CONTRACTOR with prior approval by the BUREAU.

Article 4.5 CONTRACTOR Property. The CONTRACTOR will provide such other equipment as it deems necessary which shall be clearly identified and inventoried. Ownership of this property shall remain with the CONTRACTOR and may be removed from the premises at any time by the CONTRACTOR, provided that any damage to the Facility resulting from any removal pursuant to this Article shall be repaired by the CONTRACTOR at the expense of the CONTRACTOR. Any additional equipment purchased by the CONTRACTOR during the term of this Contract may be purchased by the BUREAU at the conclusion of the Contract at the CONTRACTOR's cost, less depreciation. Documentation of costs shall be provided.

Article 4.6 Sanitation and Hygiene. The CONTRACTOR shall provide an environmentally clean, healthy, and safe Facility for both employees and inmates as follows:

- A. Sanitation and hygiene will be maintained at a minimum, at a level equivalent to the level of DEPARTMENT facilities. All floors, including concrete shall be waxed and buffed. Cobwebs or dust build-up anywhere, including on ceiling and wall grills, will be not be accepted. The yards will be free of all trash. All kitchen equipment and utensils shall be free of grease build-up.
- B. All areas of the Facility shall be inspected regularly for cleanliness and such inspections shall be documented.
- C. Lighting, ventilation and heating equipment shall be functioning at all times.
- D. No fire, safety or health hazards shall exist.
- E. All plumbing equipment, including toilets, sinks, and showers shall be operating properly at all times.
- F. All hazardous chemicals shall be inventoried, stored and maintained in accordance with OSHA's policy and procedures.
- G. Food service areas shall be clean and in compliance with applicable state health regulations.

Article 4.7 Utilities. The CONTRACTOR shall furnish all utilities.

Article 4.8 Maintenance. The CONTRACTOR shall maintain the physical structure of the Facility and all tangible personal property contained therein, including leased furnishings and equipment, in accordance with applicable ACA Standards and Article 4.9, including all maintenance related to structural conditions or defects as well as ordinary routine maintenance, and will in so doing maintain, preserve and keep the Facility and leased furnishings and equipment in good repair, working order and condition, subject to normal wear and tear, and will from time to time make or cause to be made all necessary and proper repairs, including those identified by self-monitoring and the BUREAU's inspections such that all replacements and renewals shall thereupon become part of the Facility. It is specifically understood and agreed that the CONTRACTOR will develop and implement a preventive and routine maintenance plan and will keep maintenance records. During the term of this Contract, the BUREAU shall have no responsibility, other than that explicitly provided for under Article 4.9, financial or otherwise, with respect to maintenance of the Facility. The responsibility for maintenance of the Facility shall be the sole responsibility of the CONTRACTOR.

The maintenance plan shall include the following:

- (1) Plant equipment;
- (2) Structural maintenance; and
- (3) Vehicle preventive maintenance programs

Article 4.9 Major Maintenance and Repair Reserve Fund. The CONTRACTOR shall make and be responsible for all routine and necessary repairs of the Facility, and repairs/replacement of all Facility furnishings, fixtures, and equipment, so long as the cost associated with any maintenance, replacement, or repair is \$5,000 or less (per item, per occurrence). Routine and necessary repairs shall be defined as any maintenance or repair which has a cost of \$5,000 or less (per item, per occurrence). On the first day of each month, the BUREAU will deduct 1/12 of \$187,247.24 (\$15,603.94 monthly) from the Facility's

man-days billing and transfer said amount to the Grants and Donations Trust Fund.

Requests for reimbursement for maintenance or repair costs in excess of \$5,000 shall be submitted to the BUREAU Chief and, subject to the receipt of written approval from the BUREAU Chief, the costs of such major maintenance or repairs shall be charged to the Major Maintenance and Repair Reserve Fund. The BUREAU shall be the owner of such fund, and the CONTRACTOR shall have no rights, other than as set forth herein, in such fund or in any fund earnings.

Article 4.10 Access to the Facility. The Contract Monitor, the BUREAU Chief, DEPARTMENT representatives, or other designated representatives and members of the BUREAU shall have access at all times, with or without notice, to inmates and staff and to all areas of the Facility. Other BUREAU employees and State officials (including the Governor's Office of Program, Policy and Government Accountability), on official business, shall have access to the Facility when necessary.

Article 4.11 Expansion/Renovations. Subject to the prior written approval of the BUREAU, which approval shall not unreasonably be withheld, the CONTRACTOR shall have the authority to remodel the Facility or make substitutions, alterations, additions, modifications, and improvements to the Facility from time to time (provided the CONTRACTOR does not use a lesser quality, burden of proof of quality is with the CONTRACTOR), the cost of which remodeling, substitutions, alterations, additions, modifications, and improvements shall be paid by the CONTRACTOR, and the same shall become part of the Facility, except that other alterations may be done at the CONTRACTOR's expense, without prior approval.

Article 4.12 Material Damage or Loss. Promptly after the occurrence of any damage to or loss at the Facility that materially affects the continued operation of the Facility, the CONTRACTOR shall notify the BUREAU of such loss or damage and the BUREAU and the CONTRACTOR shall jointly assess the nature and extent of such damage or loss and, as soon as practicable thereafter, determine whether it is practicable and desirable to rebuild, repair or restore such damage or loss. If the BUREAU and the CONTRACTOR determine that such rebuilding, repairing or restoring is practicable and desirable, the CONTRACTOR shall forthwith proceed with such rebuilding, repair or restoration and upon the completion thereof, such rebuilding, repair or restoration shall thereupon become part of the Facility. In such case, any insurance proceeds received in respect to such damage or loss shall be used for payment of, or reimbursement for, the costs of such rebuilding, repairing or restoring. In the event such insurance proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, the CONTRACTOR is responsible for payment due in excess of insurance proceeds received. If the BUREAU and the CONTRACTOR determine that repairing, rebuilding or restoration is not feasible and agree in writing not to rebuild, repair or restore the Facility, then this Contract shall terminate with respect to such Facility thirty (30) days after such determination.

Article 4.13 Vehicles. The CONTRACTOR shall purchase and provide all vehicles required for the operation and maintenance of the Facility. The CONTRACTOR shall have all vehicles properly insured for comprehensive, collision, property, medical, personal injury, theft and replacement damages.

ARTICLE FIVE

OPERATION

Article 5.1 General Duties. The CONTRACTOR shall provide the operation and management services and shall operate, maintain, and manage the Facility in compliance with applicable federal and state constitutional requirements, laws, court orders, and standards (in the case of a conflict between standards, the more demanding standard will control), whether now in effect or hereafter effected or implemented, and in accordance with the operational plan, the terms and conditions contained in this Contract, and any documents referenced therein. The CONTRACTOR shall be in compliance with all applicable ACA Standards and requirements for adult correctional institutions, except for ACA Standards from which the CONTRACTOR has been explicitly exempted in writing by the BUREAU Chief, and shall maintain ACA accreditation. The CONTRACTOR must submit a written request for any such exemption to the BUREAU Chief, who may, at his/her sole discretion, grant or deny such exemption in writing to the CONTRACTOR. Any decision by the BUREAU Chief is final and not subject to appeal or challenge by the CONTRACTOR in any civil or administrative forum, nor subject to any mediation or arbitration proceedings.

Article 5.2 Fiscal Operations. The CONTRACTOR shall comply with all of the following requirements concerning fiscal operations, including but not limited to, the proper maintenance of accounting records and the periodic report of financial data in accordance with all auditing requirements as generally specified in Articles 5.3 through 5.8.

Article 5.3 Maintenance and Operation of Funds. The CONTRACTOR shall maintain operating fund accounts segregated into four separate groups of accounts, referred to as budget entities (Facility operations, health services, substance abuse, and educational services).

Article 5.4 Operation of Inmate Bank. The CONTRACTOR shall maintain Inmate Bank funds separate and apart from other funds and to abide by DEPARTMENT policy and procedure directives as regarding the same.

Article 5.5 Operation of the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF). The CONTRACTOR shall maintain the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF) accounts in accordance with the all applicable standards and DEPARTMENT rules and regulations. Funds in the POIIWTF may be appropriated annually by the Legislature for the benefit and welfare of inmates incarcerated in privately operated correctional facilities. By July 1 of each year, the CONTRACTOR must submit a list of expenditures to be made from the trust fund for the next fiscal year to the BUREAU to be reviewed by the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF) Committee. The POIIWTF Committee will make its recommendation to the Secretary to be considered by the Legislature in the allocation of funds. In accordance with 60AA-203.101, Florida Administrative Code, planned expenditures must cover expenses for unique and innovative programs or items or activities for the inmates at the Facility. Proposed additional expenditures for contractually required programs will not be authorized. Also, the CONTRACTOR must compile a report that documents the actual receipts and expenditures from this trust fund for the previous fiscal year and the projected receipts and expenditures for the next fiscal year, beginning July 1 and ending June 30, and provide such to the BUREAU.

Expenditures for operational cost and fixed capital outlay made from the POIIWTF must meet the guidelines of Section 945.215, Florida Statutes, and applicable terms of this Contract. The vendor is responsible for contracting and overseeing the construction of fixed capital

outlay projects authorized by the Legislature. All operations and fixed capital outlay projects and expenditures must be approved by the BUREAU. Expenditures made from the POIIWTF may not include items included in the CONTRACTOR's response to the ITN.

Article 5.6 Auditing of Trust Accounts. The CONTRACTOR shall develop and update, as necessary, with the approval of the BUREAU, administrative procedures to ensure proper accounting and internal control of the receipts and expenditures of the funds from the Commissary Account and the POIIWTF. The CONTRACTOR shall have an independent audit of this fund conducted on an annual basis and the results of the audit will be submitted to the BUREAU. CONTRACTOR will send to the BUREAU a monthly report of deposits and expenditures made to the POIIWTF. This report should include deposits and expenditures made to the commissary account.

Article 5.7 Financial Reporting. Audited annual financial statement, prepared in accordance with GASB and clearly distinguishing Inmate Bank and POIIWTF shall be filed not later than July 1st of each year except as provided for as below:

For the first, or partial year of occupancy:

- a. If the period of occupancy has been six (6) months or less prior to July 1st of the succeeding year, the report shall not be due until July 1st of the second succeeding year.
- b. If the period of occupancy has been greater than six (6) months prior to July 1st of the succeeding year, the report shall be filed not later than July 1st of the succeeding year.

The financial statement shall consist of at a minimum:

- a. **Inmate Bank Fund:** Accounting of the Inmate Bank fund and POIIWTF including a spread sheet showing all account actions for the relevant time period for each account and the balance if any at the time of submission of the statement. Also, as to the POIIWTF, the report shall include a statement of revenues, expenses and changes in retained earnings, and statement of budgeted and actual expenditures (detailed by object code).

Article 5.8 SEC Records. The CONTRACTOR shall, on a timely basis, provide the BUREAU with copies of all annual reports on Form 10-K, quarterly reports on Form 10-Q and reports on Form 8-K required to be filed by the CONTRACTOR with the Securities and Exchange Commission. Prior to the execution of the resulting agreement, the CONTRACTOR shall provide the BUREAU with its most recent Form 10-K and any Form 10-Q's or Form 8-K's filed.

Article 5.9 ACA Accreditation. The CONTRACTOR shall maintain ACA accreditation for the Facility pursuant to and in accordance with the terms of Section 957.04(1)(c), Florida Statutes. The CONTRACTOR must provide a detailed plan addressing CONTRACTOR's achieving and maintaining ACA accreditation through the term of the Contract. The CONTRACTOR shall apply for no later than sixty (60) days after the Service Commencement Date and achieve ACA accreditation of the Facility within twelve (12) months after the date the CONTRACTOR applies to the ACA for accreditation. Once accreditation is achieved, the CONTRACTOR shall maintain it for the duration of the Contract term. The CONTRACTOR's failure to comply with this section will be considered a violation of the terms of this Contract, subjecting the CONTRACTOR to the assessment of liquidated damages and/or termination of the Contract by the BUREAU at the

BUREAU's discretion pursuant to Article X.

Article 5.10 Classification and Assignment of Inmates.

- A. The CONTRACTOR shall provide a classification program that is in accordance with all applicable standards and DEPARTMENT rules and regulations. The CONTRACTOR shall provide suitable office space at the Facility for a certain number of DEPARTMENT classification officers as may be determined by the DEPARTMENT to conduct classification services, subject to the BUREAU's approval. CONTRACTOR may not make any change in an inmate's custody level, but may recommend custody level changes to DEPARTMENT for approval.

- B. Beginning on the Services Commencement Date, inmates will be assigned to the Facility by the DEPARTMENT at a rate not to exceed capacity of the Facility in accordance with the following:

Adult male, medium/close custody security level; the inmates transferred by the DEPARTMENT shall represent a cross section of the adult male, medium/close custody inmate population, and be mentally, physically, and medically capable of participating in the programs; prior completion of the initial classification process at a DEPARTMENT facility; accompanied by all initial classification and subsequent reviews and other necessary documentation; accompanied with a complete medical record, including chest X-ray; and accompanied by documentation of the amount contained in the inmate's Commissary account with the funds to be forwarded by the DEPARTMENT to the Facility within ten (10) days of receipt of the inmate, in compliance with Chapter 33, Florida Administrative Code.

If an inmate does not meet the qualifications or classification level necessary for classification to the Facility and the CONTRACTOR is aware of this before acceptance, the CONTRACTOR may refuse to accept an inmate. If an inmate is later found not to meet the qualifications or classification level necessary for classification to the Facility, the CONTRACTOR may request the transfer of unqualified or improperly classified inmates to a DEPARTMENT facility pursuant to Articles 5.12 and 5.14.

Article 5.11 Orientation of Inmates. CONTRACTOR shall conduct an orientation program for newly assigned inmates with the program meeting minimum standards as outlined in Chapter 33-601.101, Florida Administrative Code.

Article 5.12 Transfer of Inmates. Certain circumstances may require an inmate's transfer out of the Facility. These circumstances include custody changes resulting from disciplinary infractions or other behavior in the Facility; medical and psychiatric transfers, as initiated by medical staff at the Facility; disciplinary transfers in accordance with the CONTRACTOR's disciplinary procedures; emergency transfers that involve extreme circumstances not normally found at the Facility; administrative transfers used in witness protection cases; or to adjust operational capacities.

The CONTRACTOR may request, in writing, that an inmate be transferred from the Facility. The BUREAU, the CONTRACTOR, and the DEPARTMENT shall comply with the terms of the Cooperative Transfer Agreement when transferring inmates between a correctional facility operated by the DEPARTMENT and a privately operated facility. In the event that a

cooperative agreement cannot be reached on a transfer request, the BUREAU will have the final decision on which inmates may be transferred from the Facility. Any decision by the BUREAU Chief is final and not subject to appeal or challenge by the CONTRACTOR in any civil or administrative forum, nor subject to any mediation or arbitration proceedings.

Article 5.13 Release of Inmates. The CONTRACTOR will release inmates in compliance with the DEPARTMENT's policy pertaining to release and the requirements of Rules 33-7.006 and 33-7.007, 60AA-7.006, 60AA7.007, F.A.C., which establishes the procedure to be followed in providing a discharge gratuity and travel to eligible inmates upon their release. The CONTRACTOR shall follow procedures which are substantially identical to those in Rules 33-7.006 and 33-7.007, 60AA-7.006, 60AA7.007, F.A.C., and make payment from its fund to eligible inmates. The DEPARTMENT shall not reimburse the CONTRACTOR for discharge gratuity payments made.

Article 5.14 Transportation of Inmates. The CONTRACTOR shall not be responsible for inmate transportation from the DEPARTMENT to the Facility or from the Facility to the inmate's destination upon transfer. The CONTRACTOR will be responsible for transporting inmates to the hospital or outside medical appointments, and will be responsible for discharge transportation in compliance with Rules 33-7.007 and 60AA-7.007, F.A.C., "Discharge Transportation".

Article 5.15 Inmate Discipline. The CONTRACTOR will develop and implement a system of inmate rules and disciplinary procedures in compliance with the Standards and penalties consistent with those imposed by the DEPARTMENT. Disciplinary hearings will be conducted by the CONTRACTOR's staff who will make recommendations to the DEPARTMENT classification staff. The DEPARTMENT's classification staff shall either accept those recommendations or prepare a written statement in which good cause for a rejection of those recommendations are established. In the event that a recommendation is rejected by the DEPARTMENT's classification staff, the CONTRACTOR shall have a right of administrative appeal to the BUREAU Chief. The decision of the BUREAU Chief, in the event of any such administrative appeal, shall be final and not subject to appeal or challenge by the CONTRACTOR in any civil or other administrative forum, nor subject to any mediation or arbitration proceedings.

Article 5.16 Inmate Visitation. The CONTRACTOR shall provide all space, furniture, equipment, and supervision necessary to implement a visitation program in compliance with the Standards. Both contact and non-contact visitation will be provided as determined by an inmate's custody level and disciplinary status.

Article 5.17 Drug Testing. The CONTRACTOR shall conduct a random drug testing program consistent with DEPARTMENT requirements. The program shall include random anabolic steroid testing of 5% of all certified security staff. Monthly reports must be submitted to the BUREAU regarding the testing results.

Article 5.18 Inmate Mail and Telephone.

- A) The CONTRACTOR shall provide for mail and telephone services in compliance with the Standards. As required by Section 945.215, Florida Statutes, net receipts from telephone commissions shall be sent to the DEPARTMENT and deposited monthly in the Privately Operated Institutions Inmate Welfare Trust Fund

(POIITWF), using the procedure outlined in Article 5.5. Expenditures from this trust fund must meet the guidelines of Section 945.215, Florida Statutes, and may not include items that are part of the Contract. The telephone service provider for the Facility shall be responsible for the repair and maintenance of any equipment it installs. However, the CONTRACTOR shall take all reasonable precautions to prevent damage to the equipment. The CONTRACTOR will provide computer hardware for administration of the inmate telephone system. The CONTRACTOR shall comply with all state, federal and local laws, including the DEPARTMENT's rules, policies and procedures regarding inmate access to telephones found in Chapter 33, Florida Administrative Code.

- B) The CONTRACTOR shall develop and update, as necessary, with the approval of the BUREAU, administrative procedures to verify that: contracted telephone companies accurately record and report all telephone calls made by inmates incarcerated in the Facility; persons who accept collect calls from inmates are charged the contracted rate; and the funds are deposited into the telephone revenue account and transmitted monthly into the POIITWF.

Article 5.19 Use of Force. The CONTRACTOR will develop and implement use of force policies and procedures in compliance with the Standards.

Article 5.20 Inmate Personal Property. The CONTRACTOR shall develop and implement policy and procedures for handling and disposing of inmate property. Such procedures shall be in compliance with DEPARTMENT rules, regulations and other applicable standards provided in Chapter 33, Florida Administrative Code, and the United States Constitution.

Article 5.21 Inmate Grievance Procedure. The CONTRACTOR will develop and implement an inmate grievance system that meets or exceeds the requirements of federal guidelines established under 42 U.S.C. § 1997e (2005).

Article 5.22 Sentence Computation. The CONTRACTOR shall provide the DEPARTMENT with data and information relating to sentence computation. The decision with respect to sentence computation rests with the DEPARTMENT.

Article 5.23 Gain Time, Change of Custody and Furloughs. The CONTRACTOR will provide specific information to the DEPARTMENT for the purposes of award or forfeiture of gain time, change of custody or granting furloughs with the decision for such resting with the DEPARTMENT. In the event that a recommendation is rejected by the DEPARTMENT, the CONTRACTOR shall notify the BUREAU Chief.

Article 5.24 Security.

- A) Security Services: 

- B) Security Operations: 

C) Emergency Plans:

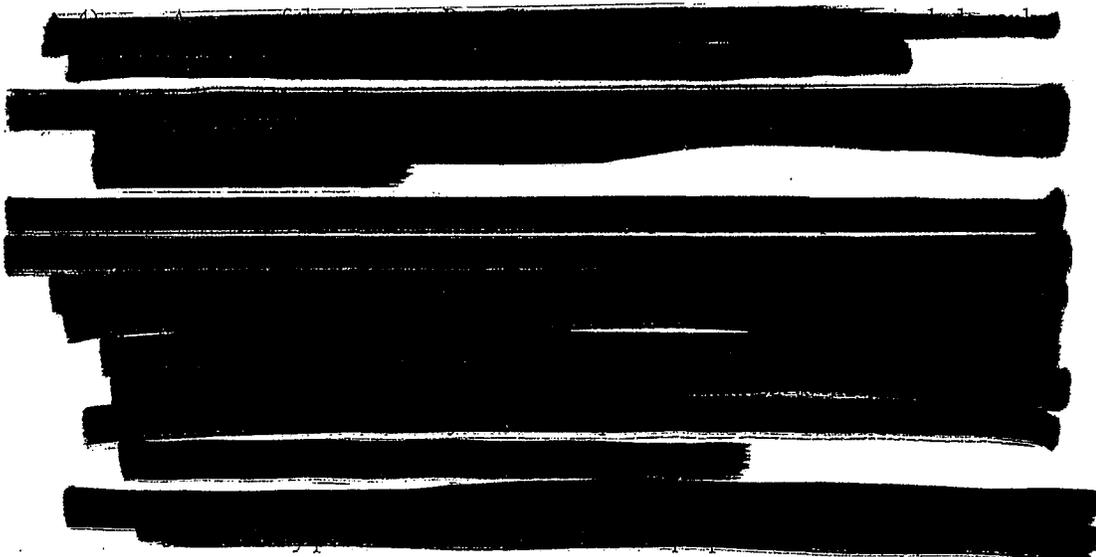
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D) Emergency Squads:

[REDACTED]

E) Security Staff Utilization:

[REDACTED]



Article 5.25 . Food Service. The CONTRACTOR will provide a food service program in compliance with the Standards. Section 957.04 (1)(f), Florida Statutes, requires CONTRACTOR to be responsible for a variety of services including diet, at least equal to those provided by the DEPARTMENT in comparable facilities.

The CONTRACTOR shall provide all food, staffing and supervision of preparation for the total delivery of food service at the Facility. The CONTRACTOR shall provide a full service kitchen with separate dining rooms for inmates and staff.

1. Master Menu:
 - a. The DEPARTMENT has developed, and has in place, a four-week cycle Master Menu that shall be followed by the CONTRACTOR to ensure inmates housed in the Facility receive the same caloric and dietary requirements. The CONTRACTOR shall serve three hot meals per day, with the exception of sack lunches or other special diets, as directed by medical staff.
 - b. The CONTRACTOR shall make provisions for providing sack lunches for inmate work crews in compliance with the applicable DEPARTMENT standards.

2. Delivery of Food:
 - a. General Population: The delivery of food for the general population inmates is normally provided in cafeteria style in the inmate dining room Facility. Alternate methods may be proposed by the CONTRACTOR.
 - b. Staff/Employees/Official Visitors: The CONTRACTOR shall provide separate dining room facilities for staff, employees and official visitors; however, the same food prepared for inmates shall be served to staff and employees. This requirement is not intended for inmate visitation participants.

- c. Confinement/Infirmary: Inmates who are housed in confinement or infirmaries shall be fed in the confinement units or infirmary, whichever is appropriate.
 - d. Medical Diets: The CONTRACTOR shall prepare all medical diets in accordance with the recipes and menus in the DEPARTMENT's Modified Diets Component of the Master Menu and account for the number of inmates receiving such diet.
3. Religious Diets/Alternate Entrée: The Facility's Chaplain shall have the authority under the Florida Administrative Code to approve and facilitate religious diets. Except in rare circumstances, requirements for religious diets are met by the Master Menu through the alternate entree program. A non-meat protein source is designated on each daily menu as an alternate to the main entree. Any inmate may choose between either the main entree or the designated alternate.
 4. Records must be maintained indicating daily menus and number of meals served. Substitutions to the pre-approved menus must be clearly documented and the CONTRACTOR must ensure that substitutions made are of equivalent nutritional and caloric value to the original item.
 5. The CONTRACTOR shall develop a written policy and procedure for delivery of food in case of an emergency (examples: non-delivery of food, riots, natural disasters, equipment failure).
 6. The CONTRACTOR shall develop and implement a written plan for sanitation and rodent control which includes all kitchen/dining space, appliances, supplies and equipment.
 7. A preventive maintenance schedule for the food service equipment must be developed, as applicable. All tools, knives and utensils must be locked in a controlled environment, inventoried, and signed in and out in accordance with DEPARTMENT policy.
 8. All foods and/or condiments of a high security risk shall be locked in a controlled environment in accordance with DEPARTMENT policy.

Article 5.26 Inmate Commissary and Vending Services.

- A. Inmates shall have access to a commissary for purchase of goods. The CONTRACTOR will provide an inmate commissary and may provide for the placement in the Facility of one or more vending machines for use by the inmate's visitors. Items for resale must be priced comparatively with like items for retail sale at fair market prices.
- B. As required by Section 945.215, Florida Statutes, the net proceeds derived from operating inmate canteens, vending machines used primarily by inmates, receipts from telephone commissions, and similar sources shall be sent to the DEPARTMENT and deposited monthly in the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF).
- C. Funds necessary to purchase items for resale in the commissary and inmate vending machines shall be deposited into a local bank account established by the CONTRACTOR and approved by the BUREAU, hereinafter called the

"Commissary Account."

- D. The CONTRACTOR shall make expenditures to the Commissary Account to purchase items for resale in the commissary and for other items as contemplated in Section 945.215, Florida Statutes. The CONTRACTOR will send to the BUREAU a monthly report of deposits and expenditures made to the POIIWTF. This report should include deposits and expenditures made to the Commissary Account.

Article 5.27 Health Care Services. The CONTRACTOR will provide medical, dental and mental health services in compliance with the Standards, that include the following:

Dental/Physical/Mental Health Services: The CONTRACTOR shall provide, or cause to be provided, all dental, physical, and mental health services in accordance with all applicable Florida laws and consistent with the judicial orders and consent agreements entered into by the State of Florida in Celestineo v. Singletary, 147 F.R.D. 258 (M.D.F.L. 1993). The CONTRACTOR shall be subject to the provisions of Sections 945.601, 945.6035, and 945.35, Florida Statutes. The CONTRACTOR shall stand in the place of the DEPARTMENT for purposes of the referenced statutes. Accordingly, the Facility shall be subject to comprehensive surveys by Florida's Correctional Medical Authority (CMA) of the dental, physical, and mental health care systems no less than biennially. The CONTRACTOR shall designate a Chief Health Officer who shall submit reports to the Assistant Secretary of Health Services for all clinical matters. Any and all contracts for the provision of dental, physical, and/or mental health services to an inmate shall be reviewed by the CMA, prior to the operation of said contracts. The CMA reviews and recommendations will be presented to the BUREAU Chief and the DEPARTMENT. The CMA review will not imply any approval authority by the CMA, over the contracts prior to operation. Approval authority for any and all contracts will be the sole responsibility of the BUREAU.

Limitations on inpatient hospitalization costs: If in the opinion of the on-site Chief Health Officer, the inmate cannot be properly treated in the facility, he/she shall refer the inmate to a medical facility that can provide the necessary treatment. A list of medical facilities to which inmates can be referred for off-site care will be agreed on by the DEPARTMENT and the CONTRACTOR prior to Service Commencement Date. In the event that the DEPARTMENT and the CONTRACTOR cannot mutually agree on a list of medical facilities that can provide the necessary treatment, the BUREAU will make the final decision. Any decision by the BUREAU Chief is final and not subject to appeal or challenge by the CONTRACTOR in any civil or administrative forum, nor subject to any mediation or arbitration proceedings. The CONTRACTOR shall not be responsible for inpatient hospitalization costs, including any surgery and specialty services, in amounts greater than \$15,000 per inmate per admission, or for costs incurred after five (5) days of hospitalization, whichever comes first. If inpatient costs exceed \$15,000, as described above, any further cost will be assumed by the DEPARTMENT. If an inmate is considered by the Facility's Chief Health Officer to be medically, physically, or mentally incapable of participating in the programmatic activities (which have been specifically designed to reduce recidivism) for greater than two (2) weeks, the CONTRACTOR may request in writing that the DEPARTMENT either transfer the inmate or provide in writing to the BUREAU valid reasons for the failure to do so. If it is requested that the DEPARTMENT transfer an inmate because the inmate is not medically, physically, or mentally capable of participating in the programmatic activities, specific information must be provided that indicates what programmatic activities the inmate is unable to participate in, and

an explanation of the cause.

The CONTRACTOR shall be responsible for providing security for any inmate admitted to a hospital for the initial period the CONTRACTOR is responsible for inpatient hospitalization costs. Should the security provided by the CONTRACTOR continue beyond the initial period because of the need to provide continuous security, such security shall be provided by the CONTRACTOR. However, the CONTRACTOR shall be reimbursed for reasonable costs associated with such supplemental security. Any such inmate will be included in the CONTRACTOR's Midnight Strength Report for any midnight during which the CONTRACTOR is furnishing security for such inmate. The CONTRACTOR shall notify the BUREAU and the DEPARTMENT as soon as possible (within twelve (12) hours) any time an inmate is admitted to a hospital.

Medical Services: The CONTRACTOR will be responsible for the following: all inmate medical costs for care provided at the facility to include emergency outpatient care, pharmaceutical services, initial intake screening for medical, dental and mental health pre-existing conditions, detoxification of substance abusers, medically required eyeglasses, hearing aids, and dentures; regularly scheduled chronic illness clinics conducted under the direct supervision of the Chief Health Officer for the following conditions: diabetes; respiratory; cardiovascular; seizure disorder; tuberculosis preventive therapy; general medicine; immunodeficiency; and hepatitis C; an infectious disease education program for inmates which will be consistent with the DEPARTMENT's existing health education program for HIV and AIDS as described in Section 945.35, Florida Statutes. Testing for HIV infection under the following conditions: upon request by the inmate; when there is evidence that an inmate, while at the facility, has engaged in high-risk behavior, as established in Section 945.35, Florida Statutes, for transmitting or contracting HIV; if the inmate has a positive tuberculosis skin test or active TB; or any other condition deemed medically necessary by the appropriate medical practitioner; no more than 16% of the population shall be M2 and/or M3 (previously P2 and P3); there can be a 2% variance. No more than 0.5% of the population shall be M4. No more than 5% of the population shall be HIV positive; there can be a 0.5% variance. No more than 18% of the population shall be S-3 at any one time; there can be 0.5% variance. No more than 48% of the population shall be close custody; there can be a 3% variance. The CONTRACTOR should follow requirements outlined in Section 945.355, Florida Statutes.

Inmate Co-Payment: The CONTRACTOR shall be responsible for collecting a medical co-payment for each inmate-initiated, non-emergency visit to a health care provider as required by Section 945.6037, Florida Statutes. The fees collected will be retained by the CONTRACTOR and the same amount will be deducted from the monthly management payment billing. All co-payments must be noted in the Offender Based Information System and accounted for in the medical record. A monthly report of co-payments will be included with the management payment billing.

Off-site Security for Hospitalization: The CONTRACTOR shall be responsible for providing security for any inmate admitted to a hospital anytime that the CONTRACTOR is responsible for inpatient hospitalization costs. Should the security provided by the CONTRACTOR continue beyond this period because of the need to provide continuous security, such security shall be provided by the CONTRACTOR.

Chief Health Officer: The CONTRACTOR shall designate a Chief Health Officer (CHO) for the Facility who shall submit reports to the DEPARTMENT (and Director of Health Services, as required) for all clinical matters.

Health Education Program: The CONTRACTOR shall develop, subject to DEPARTMENT approval, an inmate health education program. To promote this health education process, informational programs shall be made available based on the requirements of Florida Statutes and assessed educational needs of the inmates. Selected topics for these programs may include but are not limited to:

- 1) Personal hygiene;
- 2) Nutrition;
- 3) Physical fitness;
- 4) Stress management;
- 5) Sexually transmitted diseases;
- 6) Chemical dependency;
- 7) Tuberculosis and other communicable diseases;
- 8) Effects of smoking;
- 9) HIV/AIDS;
- 10) Hypertension/Cardiac;
- 11) Epilepsy;
- 12) Diabetes;
- 13) Dermatology; and
- 14) Rehabilitation.

An infectious disease education program for inmates, which will be consistent with the DEPARTMENT's existing health education program for HIV and AIDS as described in Section 945.35, Florida Statutes.

Quality Management: The CONTRACTOR shall establish and maintain a Clinical Quality Management program that maintains full compliance with DEPARTMENT rules and regulations and the DEPARTMENT Office of Health Services Technical Instructions that pertain to:

- 1) Quality Management
- 2) Infection Reporting to the Department of Health
- 3) Infection Control Program
- 4) Medical Peer Review Committees
- 5) Clinical Risk Management Program
- 6) Mortality Review Program

The CONTRACTOR will also maintain full compliance with the policies and procedures pertaining to quality assurance and quality indicators that are currently being revised by the Office of Health Services.

Health Assessment at Intake: The CONTRACTOR shall ensure all inmates being admitted to the Facility are provided a comprehensive health assessment/examination by a physician in accordance with DEPARTMENT guidelines upon intake into the Facility. This shall include screening and

evaluation as required by the applicable standards and the requirements provided herein, by medical personnel immediately upon arrival at the Facility. The preliminary screening shall be documented in the inmate's case file and include the following:

Inquiry into:

- 1) Current illness.
- 2) Communicable diseases.
- 3) Alcohol/chemical abuse history.
- 4) Medications currently being taken.
- 5) Dental status.
- 6) Chronic health problems.

Observation of:

- 1) State of consciousness.
- 2) Mental status.
- 3) Appearance.
- 4) Conduct.
- 5) Bodily deformities and ease of movement.
- 6) Signs of trauma, bruises, lesions, jaundice, rashes and infestations, and needle marks or other indications of drug abuse.

Explanation of procedures for access to health and dental services shall be provided to inmates both orally and in writing via the Inmate Handbook. The handbook will be provided by the DEPARTMENT, along with additional information necessary to inform the inmate about unique Facility operations.

Referrals: All routine referrals shall be approved by the CHO and outside referrals shall be made only when appropriate. Coordination and compliance with the DEPARTMENT's utilization review program requirements is mandatory. Appropriate referral logs shall be maintained and available for review upon request.

Staffing of Health Care Professionals: The CONTRACTOR shall employ only candidates who have appropriate Florida licensure and certification and who have provided documentation of past health care experience and letters of recommendation. Each candidate will be subject to a credentials review and approval process with individual certification that the employee has the requisite training, experience and licensure or certification necessary to perform the duties assigned. The credentials process must meet or exceed the requirements of Florida Law. All Physicians, Advanced Registered Nurse Practitioners (ARNPs), Psychologists, Psychological Specialists, Physicians' Assistants and Dentists or clinical equivalents of these position titles employed by the CONTRACTOR shall be credentialed. The CONTRACTOR shall provide a certification statement on each individual to the Director of the DEPARTMENT Office of Health Services certifying that the credentials of each individual have been reviewed and he/she is certified as qualified to perform the duties assigned.

Medical Records: The CONTRACTOR shall ensure that all health care unit staff document each health care encounter in the Problem-Oriented Medical Record utilizing the SOAP format,

(including DEPARTMENT approved forms) as outlined in DEPARTMENT rules, Technical Instructions and Florida Statutes.

The CONTRACTOR shall ensure that each health record is complete, accurate and contains sufficient documentation to warrant the treatment rendered and that each entry is made in a timely manner. This shall include requesting, and documenting the request for all available previous medical records and composing a medical history.

The CONTRACTOR shall ensure that all medical record procedures concerning confidentiality are followed. Medical records shall remain the property of the DEPARTMENT and information contained in a medical record shall not be released to anyone who is not legally authorized to receive it.

The CONTRACTOR shall ensure that each medical record meets the provisions in Florida Statutes, DEPARTMENT rules, Technical Instructions, the Health Record Manual, HIPAA, and other applicable laws, rules and regulations.

Other General Health Service Requirements: Routine transportation of inmates for medical visits, consultations, diagnostics studies and hospital admissions shall be the responsibility of the CONTRACTOR.

Subject to the approval of the DEPARTMENT, hospitalization or other specialty care which is required in follow-up to a previous surgery or procedure shall be referred to the provider or Facility originally providing the services.

CONTRACTOR's personnel shall establish regular meetings with representatives from the designated hospital and other providers to coordinate the referral of inmates. Policies and procedures shall be developed by CONTRACTOR regarding referral methods, scheduling, transportation, reporting of test results, medical records, acute care hospitalization and patient follow-up, subject to approval of the DEPARTMENT.

Article 5.28 Physical Health Services.

- A. Chronic Illness Clinics: The CONTRACTOR shall provide regularly scheduled chronic illness clinics conducted under the direct supervision of the Chief Health Officer for the following conditions:
- 1) diabetes;
 - 2) respiratory;
 - 3) cardiovascular;
 - 4) seizure disorder;
 - 5) tuberculosis preventive therapy;
 - 6) general medicine;
 - 7) immunodeficiency; and
 - 8) hepatitis C.
- B. Sick Calls: The CONTRACTOR shall ensure sick calls are provided in accordance with DEPARTMENT guidelines and internal directives of the Facility.
- C. Emergency Care Services: Emergencies shall be taken to the nearest hospital approved by the DEPARTMENT. The CONTRACTOR shall ensure the

availability of emergency treatment through predetermined arrangements with local hospitals. If an inmate should need to be transferred by air, the CONTRACTOR shall use appropriate aviation assets. All ambulances utilized shall be equipped with life support systems and shall be operated by personnel trained in life support that are currently certified by the State of Florida. The CONTRACTOR shall obtain documentation of State certification and keep it on file at the Facility. The CONTRACTOR shall be responsible for the cost of all emergency air ambulance or land ambulance transportation.

The following service requirements shall be met to ensure that qualified emergency treatment is provided:

- 1) In-service education on first aid and emergency procedures.
 - 2) Written policies and procedures concerning emergency transfer and transportation of inmates.
 - 3) Arrangements for emergency 24-hour on-call physician coverage.
 - 4) Coordination with security for arrangements when the emergency transfer of an inmate is indicated.
 - 5) Cardiopulmonary Resuscitation (CPR) Basic Training for all Health Services staff and other designated Departmental staff members.
- D. HIV Testing: The CONTRACTOR shall provide testing for HIV infection under the following conditions:
- 1) Upon request by the inmate;
 - 2) When there is evidence that an inmate, while at the Facility, has engaged in high-risk behavior, as established in Section 945.35, Florida Statutes, for transmitting or contracting HIV;
 - 3) If the inmate has a positive tuberculosis skin test or active TB; or
 - 4) Any other condition deemed medically necessary by the appropriate medical practitioner.
- E. Infection Control Program: The CONTRACTOR shall provide for an Infection Control Program at the Facility. The program will include, but is not limited to, concurrent surveillance of patients and staff, prevention techniques, and treatment and reporting of infections in accordance with local and state laws.
- F. Special Medical Programs: The CONTRACTOR shall provide a "special medical program" for inmates who require close medical supervision including chronic and convalescent care. The plan of treatment shall include directions for health care staff and correctional staff regarding their roles in the care and supervision of the inmates. The special medical program shall service a broad range of health problems including but not limited to seizure disorders, diabetes, hypertension and AIDS.
- G. Optical Services: The CONTRACTOR shall provide for Optical Services, including eye examinations performed on-site and in accordance with ACA Standards and DEPARTMENT bulletins. A qualified optometrist shall examine inmates with specific complaints. Eyeglasses shall be provided at the inmate's expense unless

clinically mandated by an ophthalmologist at which time the CONTRACTOR is financially responsible.

H. Infirmiry Care and Hospitalization: The CONTRACTOR shall provide Infirmiry care for inmates requiring skilled nursing care, chronic illness care, convalescent care, and all acute and chronic conditions which can be managed on-site which includes, but is not limited to the following:

- 1) 24-hour coverage, supervised on site by a Registered Nurse;
- 2) Daily infirmiry rounds by nursing staff;
- 3) 24-hour Physician on-call coverage;
- 4) Physician shall conduct infirmiry rounds no less than one time per day, Monday through Friday.

In addition, the CONTRACTOR shall develop a manual of nursing care procedures and ensure that a medical record is established for each patient. All infirmiry encounters by a health care provider shall be documented in the inmate's medical record.

If, in the opinion of the on-site CHO, the inmate cannot be properly treated at the Facility, the inmate shall be referred to a Facility that can provide the necessary treatment, which has been mutually agreed to by the DEPARTMENT and CONTRACTOR to provide hospital-based services for the DEPARTMENT's inmates.

Those inmates requiring care beyond the capability of the infirmiry shall be hospitalized at a licensed community Facility. Routine admission from the Facility shall be made to a hospital Facility approved by the DEPARTMENT. Recommendations for hospitalization, with the exception of emergency situations, shall require review and approval by the on-site CHO. Hospital admissions that arise from emergency situations shall be reviewed by the on-site CHO within 48 hours of admission.

Treatment, care or medical procedures including but not limited to surgery, or prosthetics, initiated at the Facility, shall be completed prior the clearance of the inmate for transfer to another DEPARTMENT facility with the exception of emergency disciplinary or mental health transfers. Services may be provided at the receiving Facility and billed to the CONTRACTOR, or with the approval of the DEPARTMENT and the BUREAU, the inmate may be returned to the sending Facility.

The CONTRACTOR shall be responsible for all levels of care, including Secondary or Tertiary level of care for permanent inmates assigned to the Facility.

Article 5.29 Dental Health Services. The CONTRACTOR will provide inmate dental health services that conform to the DEPARTMENT's Dental Care Manual and the Standards in accordance with:

- Chapter 466, Florida Statutes
- American Correctional Association standards

- American Dental Association standards
- Florida Board of Dentistry Rules
- Center For Disease Control Standards
- Occupational Safety and Health Administration Standards

The CONTRACTOR shall provide emergency and comprehensive dental care, consistent with all applicable laws, rules, regulations and practicing standards. This includes reexamination, complete and partial dentures, crowns and bridges when indicated, operative, endodontics, periodontics and oral surgery. Prevention of dental diseases must be stressed along with oral hygiene education. The CONTRACTOR shall have back-up coverage when the Facility's dentists are not available.

All Facility dentists shall be currently licensed in the State of Florida and be in good standing with the Florida Board of Dentistry. Copies of such licensure shall be maintained by the Facility.

If applicable, all dental prosthetics shall be provided by the CONTRACTOR through PRIDE of Florida Dental Laboratory. Clinical oversight of the Facility's dentists shall be provided by the DEPARTMENT Office of Health Services' Director of Dentistry. The CONTRACTOR's provision of dental services shall include the following components:

- A. Initial intake screening within five (5) workdays of arrival; and
- B. Development of a dental treatment plan that includes:
 - 1) Prioritization of needs;
 - 2) Counseling on oral hygiene;
 - 3) Fillings, cleaning and prosthesis; and
 - 4) Dentistry based on preventive care and complaint-oriented care.

Article 5.30 Mental Health Services. The CONTRACTOR shall ensure that inmate mental health care is delivered in a manner that complies with all state and federal laws, rules and regulations contained herein. The DEPARTMENT publication, "Mental Health Services Plan," provides guidelines on how the DEPARTMENT has organized its mental health care system. Inmates are assigned to a correctional facility according to the mental health grade assigned during the health assessment each inmate receives upon incarceration with the State. Throughout the term of the prospective Contract, the CONTRACTOR shall utilize the mental health grading assignment system utilized by the DEPARTMENT and shall comply with the DEPARTMENT's Mental Health Services Plan.

The CONTRACTOR shall provide Mental Health Services to inmates that include, but are not limited to, the following:

- A. Screening and orientation of all new arrivals.
- B. Evaluation of each inmate housed in administrative or disciplinary confinement or protective/close management on or before the 30th consecutive day and every 90th day thereafter.
- C. Additional screening of each sex offender to determine need and amenability to treatment.

- D. Psychological evaluation at the request of the Parole Commission or Facility staff.
- E. Case management for all inmates who require treatment. Case management consists of various activities designed to facilitate medically necessary care and to monitor its impact.
- F. Psychiatric assessment of those inmates referred for possible pharmacological intervention.
- G. Routine psychiatric review of all inmates requiring such pursuant to DEPARTMENT standards and the rules and regulations referenced herein, including review of adjustment to Facility, medication efficacy, and medication review.
- H. Individualized Service Plans, regularly updated for inmates requiring such plans pursuant to DEPARTMENT rules and regulations and any applicable standards referenced herein, and for other inmates receiving ongoing monitoring and/or care.
- I. Nursing staff will provide medication distribution and medication education for all inmates requiring such pursuant to DEPARTMENT standards and the rules and regulations as described herein and as determined by each inmate's service plan, routine assessment of medication side effects, and monitoring of medication compliance.
- J. Regular group and/or individual counseling for all inmates requiring such pursuant to DEPARTMENT standards and the rules and regulations as described herein, and others in need of treatment.
- K. Crisis intervention and timely referral of inmates who require a higher level of care than what is available at the Facility.

Additional contractual responsibilities will be:

- L. Ongoing training of other Facility staff on relevant mental health topics.
- M. Supervision of non-doctoral psychological staff by a doctoral psychologist.
- N. Thorough documentation of service delivery in the inmate's medical record.
- O. Maintenance of logs of workload and service delivery.
- P. Updating various screens in the Health Service component of the Offender Based Information System (OBIS-HS).
- Q. Regular monitoring of inmates with mental health needs to ensure that appropriate counseling services are provided.
- R. Psychotropic medications as prescribed by a duly licensed medical practitioner for inmates.
- S. Counseling programs.
- T. Providing an intensive substance abuse treatment program as part of the Inmate Reintegration Program.

Article 5.31 Pharmacy Services. The CONTRACTOR shall provide Pharmacy Services and such services will be performed in strict compliance with applicable Florida Statutes, Florida Board of Pharmacy Rules, Federal Drug Enforcement Administration Rules, DEPARTMENT Policies and

Procedures and all other applicable rules and regulations referenced herein.

The Pharmacy shall be permitted to provide all pharmacy services for medication distribution at the Facility as required by Chapters 465 and 893, Florida Statutes. This may be effected by utilizing on-site pharmacies, mail order pharmacies or any pharmacy process meeting the requirements in this section.

The CONTRACTOR shall establish a Facility Pharmacy and Therapeutic Committee that shall make determinations regarding pharmacy services provided by the CONTRACTOR.

The CONTRACTOR shall provide coverage on-site or on-call by a licensed pharmacist 24 hours a day, 7 days a week. Each pharmacist performing services under the Contract shall be reachable by beeper.

The CONTRACTOR shall provide, furnish and supply pharmaceutical and drugs to the Facility utilizing a "unit dose" method of packaging. Unit doses of medication to be administered by nursing staff are to be provided in a patient specific format. If each dose is individually labeled and packaged, the label shall include the drug name, strength, lot number, expiration date and manufacturer. If a modified unit dose system such as a card or blister pack is utilized, each card or pack shall be labeled as a prescription. Prescriptions shall minimally be labeled to include the inmate name and number, drug name, dosage, directions (frequency of administration) prescribing physician, pharmacist's initials, date, quantity of tablets, manufacturer, lot number and expiration date and any applicable warnings or dietary instructions.

The CONTRACTOR may provide liquid psychotropic medications in unit doses, individually labeled, with manufacturer, lot number, expiration date and date packaged listed. If the CONTRACTOR utilizes pill form psychotropic medications, the necessary precautions must be taken to prevent inmate "cheeking" or other means of retaining medications without ingestion.

The CONTRACTOR shall strictly comply with the DEPARTMENT's formulary in all cases unless the DEPARTMENT approves a medication exception request.

The CONTRACTOR shall provide other medications in liquid unit dose properly labeled as specified by the CHO.

The CONTRACTOR shall provide injectable medications as required.

The CONTRACTOR shall provide hypodermic supplies to include needles and syringes and disposal containers that are tamper proof and puncture resistant. The CONTRACTOR shall be responsible for appropriate disposal and/or destruction of needles and syringes with documentation.

The CONTRACTOR shall provide on-site STAT dose capability for emergency stock of drugs in unit dose packages to be used in emergency situations or until regular delivery of medications can resume. The specific drugs and quantities shall be determined by the CHO in conjunction with the Facility's Pharmacy and Therapeutics Committee.

The CONTRACTOR shall provide emergency drugs in sealed emergency kit(s) as requested by the CHO.

In accordance with all governing DEPARTMENT rules and regulations, the CONTRACTOR shall provide and fill all prescriptions for inmates leaving on writ or discharge for a maximum of thirty (30) days or in sufficient quantity to complete the current prescription. In no event shall an inmate on maintenance medications be released or sent without at least seven (7) days supply of such medication. The medication should be provided to the transferring officer along with the transfer summary.

The CONTRACTOR shall properly package all medications in light and/or humidity resistant containers as appropriate.

The CONTRACTOR shall label each prescription container to include inmate name, inmate number, inmate location, date, medication name, strength, instructions, prescribing physician, quantity, pharmacist's initials, prescription number and warnings.

The CONTRACTOR shall package non-controlled, non-abusable medications in not more than a month's supply as directed by the Facility's Chief Health Officer. If the quantity is larger than 120 tablets, the supply shall be dispensed not to exceed 120 tablets with appropriate refills.

The CONTRACTOR shall maintain copies of all prescriptions issued to inmates in a permanent file on-site for a period of three (3) years. Copies will be provided to the DEPARTMENT upon request.

The CONTRACTOR shall maintain appropriate documentation including, but not limited to, inventory records, controlled drug perpetual inventory, patient profiles and cost data for financial records. All documentation shall be made available for review by the Warden and the DEPARTMENT Office of Health Services' Director of Pharmacy, or designated representatives of DMS.

The CONTRACTOR shall document and maintain a medication administration record to include all information contained on the prescription label and the name of the practitioner who prescribed the medication.

The CONTRACTOR shall perform in-service training for staff according to a schedule mutually agreed upon and approved by the DEPARTMENT.

The CONTRACTOR shall provide a licensed pharmacist to perform third party drug utilization reviews as requested by the DEPARTMENT Clinical Quality Management Committee.

The CONTRACTOR shall provide a licensed consultant pharmacist to conduct monthly inspections of all institutional areas where medications are maintained. Inspection shall include, but not be limited to, the expiration dates, storage and a periodic review of medication records. The consultant pharmacist's monthly inspection report shall be completed. One copy shall remain in the pharmacy and a second copy shall be sent to the DEPARTMENT Director of Pharmacy.

The CONTRACTOR shall provide a Pharmacist to serve as chairperson of the Facility's Pharmacy and Therapeutics Committee and to consult on-site and by telephone with the CHO and staff as requested.

Article 5.32 Laboratory Services. The CONTRACTOR shall provide Laboratory Services for all medically necessary and appropriate diagnostic laboratory procedures in accordance with the requirements set forth below:

All STAT laboratory work shall be performed at a local hospital or accredited laboratory nearest the Facility. Results shall be telephoned immediately to the requesting physician and a written report shall follow within 24 hours.

Non-urgent laboratory services may be provided to the Facility by the DEPARTMENT's laboratory services contracted provider or by the CONTRACTOR under a written arrangement. The most cost-effective process may be utilized subject to prior Office of Health Services' approval. However, the subcontracted laboratory must be in compliance with all applicable requirements of Chapter 483, Florida Statutes, including Sections 483.011, 483.26 and 483.800 through 483.827, and the Standards as described herein. If the CONTRACTOR provides any in-house laboratory testing, it must also be in compliance with the appropriate provisions of Florida law. If only waived

tests are conducted, the CONTRACTOR must obtain a Certificate of Exemption from the Agency for Healthcare Administration.

Services shall include, but not be limited to:

- A. Laboratory supplies and required equipment (i.e., centrifuges).
- B. Pick-up and delivery on a daily basis, or as needed Monday through Friday.
- C. Printer installed at the Facility, to provide test results (FACSIMILE NOT ACCEPTABLE).
- D. Immediate telephone contact with written reporting capability within 24 hours.

The CONTRACTOR will provide a physician who shall check, initial and date all laboratory results within an appropriate time, not to exceed 24 hours (weekends excluded), to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and the laboratory results. In the event that the laboratory report and the clinical condition of the patient do not appear to correlate, it shall be the responsibility of the physician to make a clinical assessment, and to provide appropriate follow-up, which shall include reordering of the lab tests.

Article 5.33 Radiology Services. The CONTRACTOR shall provide Radiology Services for all medically necessary and appropriate diagnostic X-ray procedures.

Subject to the prior approval of the DEPARTMENT Office of Health Services. All services shall be provided in accordance with applicable state and local regulations for equipment and personnel licensure.

The CONTRACTOR shall ensure that X-ray films are read by a radiologist. The radiologist shall call the Facility CHO with any report requiring immediate intervention. The CONTRACTOR shall ensure that a written report, on the appropriate DEPARTMENT form, is forwarded as required. All emergency X-rays that are required at times other than normal working hours shall be performed at a local Facility. A physician shall review, initial and date all X-ray reports within a reasonable time.

Article 5.34 Inmate Programmatic Services. The CONTRACTOR shall provide Inmate Programmatic Services including academic and vocational programs that have the objective of reducing recidivism by assuring the successful reintegration of the inmates back into society upon release from incarceration. Such services shall be initiated upon the Service Commencement Date, that will be maintained continuously and will be certified by the appropriate governing agency(ies). Teacher's and Instructor's credentials must meet or exceed all applicable requirements of Florida Law. The inmate participation requirements set forth in Exhibit 1 shall be reevaluated annually and adjusted as necessary by mutual agreement of the parties through an addendum to this Contract; any reduction in inmate participation requirements shall be accompanied by a corresponding reduction under Article 7.1.

In addition, the CONTRACTOR may utilize volunteers for programs that will contribute to leisure time, religious educational programs, or that in the CONTRACTOR's judgment may contribute to inmates' adjustment in the Facility or upon release. Volunteers shall be screened according to the established DEPARTMENT policy.

All inmate programs are subject to reporting requirements of the state and federal government. All programs must be offered on a continuous basis. Teacher/instructor ratios are to be reasonable to accomplish this goal, and once approved are subject to the vacant positions clause of the Contract. The CONTRACTOR shall achieve and maintain performance measures for these programs as stated in the Contract and shall provide DMS with a quarterly status report indicating whether the

programs' goals have been met or the reason why the goals have not been met.

Types of program services to be provided include, but are not limited to the following:

- A. Industry Programs that are specialized to meet current needs of the Facility and or the DEPARTMENT. The industry program will be designed to impart knowledge and develop skills that are essential for success in meeting the needs of the Facility and or the DEPARTMENT, with adequate experience to enable the inmate to obtain outside employment. Actual work-based projects are to be included in the learning activities. Industry programs must have specific performance measures: number enrolled, number participated, number completed, number certified, etc., with the goal of placing as many inmates as feasible in a work program to benefit the state and maintain security in the Facility. The custody level of the inmate is to be a consideration in establishing and assigning inmates to industry programs. The program may include subcontractors to accomplish the program goals.
- B. Release Preparation or Pre-Release classes emphasizing resources in the community to aid in transition.
- C. Intervention classes to offenders with violent histories at a minimum of two times per year, and more often if the population turnover warrants. These classes may be included with Life Management skills classes. Cognitive behavior and self-help programs are encouraged.
- D. Religious Services shall be made available to all inmates who wish to participate in accordance with the Standards and the United States Constitution. Services may be provided by a Chaplain(s) hired by the CONTRACTOR, or by qualified volunteers. If the CONTRACTOR chooses to depend upon volunteer services and said services prove to be inadequate to meet the needs of the inmates as determined by the BUREAU, then the CONTRACTOR shall hire one or more Chaplains at no additional cost.
- E. Organized weekly religious services shall be offered. Volunteers from the community may be utilized to assist in offering a variety of religious programs. Religious activities must be afforded in accordance with applicable federal and state laws. Pastoral qualifications of employees or volunteers in this program must meet the minimum qualifications required by the DEPARTMENT.
- F. Wellness Program which includes indoor and outdoor recreation and leisure time programs for the inmates in compliance with the applicable and corresponding Constitutional standards and the Standards provided herein.
- G. Substance Education Abuse Program that provides individual and group counseling for inmates that complies with the standards and includes mental Health Care and Crises Intervention Services, etc.

Article 5.35 Program Plan. CONTRACTOR shall provide as part of its Contract a plan for providing academic and vocational programs to inmates ("Program Plan"), to be initiated upon the commencement date, that will be maintained continuously and certified by the appropriate governing agency(ies). All programs are subject to reporting requirements of the state and federal government. All Programs described in the Contract must be offered on a continuous basis. Teacher/instructor ratios are to be reasonable to accomplish the goal, and once approved are subject to the vacant positions clause of the Contract. The CONTRACTOR shall achieve and maintain

performance measures for these programs and shall provide the BUREAU with a quarterly status indicating whether the programs' goals have been met or the reason why the goals have not been met. See Exhibit 1 for a detailed plan.

Article 5.36 Inmate Laundry and Clothing. The CONTRACTOR will furnish uniforms, including shoes, for inmates that will be properly sized and fitted, climatically suitable, durable and presentable. The CONTRACTOR will provide laundry services and clothing in compliance with the Standards to include, but not be limited to the following:

- Regular changes of clothing;
- Specialized clothing for inmates who are involved in activities such as food service, maintenance; and
- Clean bedding and linen.

Article 5.37 Inmate Compensation. Some inmates employed in selected jobs are paid for their labor. Wages should be deposited to the inmate's account and a portion of earnings be returned to the State to offset part of the cost of incarceration. Distribution of inmate earnings will continue to accrue to either the inmate or the State and the CONTRACTOR will have no claim to any part of inmates' earnings. The CONTRACTOR shall comply with Florida Statutes regarding inmate earnings distribution.

Article 5.38 Library. The CONTRACTOR shall provide an inmate library in compliance with the Standards.

Article 5.39 Access to Courts. The CONTRACTOR shall provide inmates access to courts in compliance with the Standards as referenced herein and the United States Constitution.

Article 5.40 CONTRACTOR Staffing Requirements.

- A. Staffing Levels and Guidelines as provided by the ACA, including Inmate to staff ratio.
- The CONTRACTOR shall provide sufficient, qualified personnel to oversee and carry out the required operations of the Facility as specified in this Contract.
- B. **Equal Employment Opportunity:** The CONTRACTOR shall provide written procedures on recruitment and selection of both objective and subjective merit principles. Recruitment and selection shall be done without regard to age, race, color, sex, religious creed, national origin, political opinions, or affiliations, marital status or handicap, except when such requirement constitutes a bonafide occupational qualification necessary to perform the tasks associated with the position, equal opportunity practices relating to recruitment, examination, appointment, training, promotion, demotion, compensation, retention, discipline, separation, or other employment practices. The CONTRACTOR is responsible for maintaining records as required by the federal Equal Opportunity Act.
- C. **Vacancies:** It is understood and agreed that from time to time a vacancy may occur in staff positions required by the staffing pattern. For purposes of this Contract, a vacant position is defined to occur when the employee assigned to that position has resigned, been terminated, or is reassigned to another position.

A vacancy does not occur when an employee is temporarily absent due to vacation, sick leave, or other temporary leave condition. A vacant position also includes a staff position that is filled with a person who does not possess the training, licensure or credentials required to perform the function. A vacant position does not include a vacancy in a position on the CONTRACTOR's table of organization if the CONTRACTOR arranges for the service to be provided by another appropriately qualified individual, so long as the service is actually provided on the shift or during the hours and in the manner contemplated by the agreement. This adjustment shall not be considered a form of liquidated or actual damages, but is a withholding of payment for a service not provided. After thirty (30) days, a position that is actually vacant may also be subject to an assessment of liquidated damages without the necessity of written notice. Any vacant position shall be filled as soon as possible by the CONTRACTOR. The CONTRACTOR shall provide to the BUREAU's Contract Monitor each month, a list of vacant positions along with a position control documentation. The CONTRACTOR agrees to exercise due diligence to attempt to fill any vacant security positions within thirty (30) days of vacancy and non-security positions, within forty-five (45) days after the date upon which the position becomes vacant. If the CONTRACTOR anticipates a problem in filling a vacant position within the forty-five (45) day allowance for non-security positions or the thirty (30) day allowance for security positions, the CONTRACTOR must request a waiver from the BUREAU on a case-by-case basis to fill a position with contracted staff. Positions not filled with permanent employees or contracted staff will incur vacancy deductions. If the CONTRACTOR fills a position with contracted staff after a waiver has been approved, documentation must be provided to that effect to the BUREAU's Contract Monitor to be included on the monthly vacancy report submitted to the BUREAU. A vacancy deduction will continue to be made for a vacant position until the CONTRACTOR receives final approval for a waiver from the BUREAU. As long as the CONTRACTOR has exercised and continues to exercise due diligence to fill a position, the fact that the position remains vacant shall not constitute an Event of Default, but if the CONTRACTOR has less than the required number of employees for more than the specified time, deductions for vacancies will be made from the monthly per diem paid by the BUREAU using the 365-day method inclusive of benefits, until such time as the position is filled permanently or with contracted staff. The CONTRACTOR shall maintain a file containing job descriptions for each position contained within the staffing pattern. All security posts will have a post order with sufficient detail to insure the security person filling the position can accomplish all tasks.

- D. Staff Health Requirements: The CONTRACTOR shall have all staff tested annually for Tuberculosis, and offer inoculation for Hepatitis B per the DEPARTMENT's Blood Borne Pathogens Manual and applicable ACA Standards.
- E. Minimum Required Staffing Positions: As provided by ACA.
 - a) Staffing Qualifications: All required personnel documentation including certifications shall be maintained at the Facility.
 - b) CONTRACTOR Staff Conduct: The CONTRACTOR shall ensure that all

staff adheres to the following requirements for conduct:

The CONTRACTOR or staff shall not display favoritism to or preferential treatment of, one inmate or group of inmates over another.

The CONTRACTOR or staff shall not display any favoritism or preferential treatment to family, friends of employees or inmate family members.

The CONTRACTOR or staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.

Unless approved in writing by the Contract Manager, the CONTRACTOR or staff shall have no outside contact (other than incidental contact) with an inmate residing at the Facility or their family or close associates, except for those activities which are approved as part of the Contract and part of the employee's job description.

The CONTRACTOR or staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the CONTRACTOR or the BUREAU. In providing services pursuant to this Contract, the CONTRACTOR shall ensure that their employees avoid both misconduct and the appearance of misconduct.

Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager and the Warden, including proposed corrective action to be taken by the CONTRACTOR. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the CONTRACTOR to appropriate action, up to and including termination of this Contract.

The CONTRACTOR shall report any violations detailed above and any other incident requiring investigation by the CONTRACTOR in writing to the Contract Manager within 24 hours of the CONTRACTOR's knowledge of the incident.

The CONTRACTOR shall provide their employees with a copy of these standards of employee conduct and document receipt of such notification in the employee's personnel file.

- c) Criminal History Check: The CONTRACTOR shall ensure its officers, employees or agents, and any subcontractor or subcontracted staff performing operational and/or management services at the Facility, shall be subject, at the CONTRACTOR's expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) criminal history check. This criminal history check will be conducted by the State and may occur or re-occur at any time during the Contract period. The BUREAU has full discretion to disqualify, prevent, or remove any staff from any work under this Contract. In order to carry out this criminal history check, the CONTRACTOR shall provide, prior to commencing services or upon request, the following data for any individual contractor or subcontractor's staff assigned to the

contract: Full Name, Race, Sex, Date of Birth, Social Security Number, Driver's License Number and State of Issue.

The CONTRACTOR shall screen all potential employees through referral, employment and background checks prior to the individual providing services, custody, control or supervision to inmates as directed by this Contract. This screening shall include but not be limited to employment history, academic/vocational achievement, references, organizational affiliations and any certifications or licensures.

The CONTRACTOR shall require that all current and potential employees provide the details of any of the following criminal background information:

- Conviction of a felony or first-degree misdemeanor;
- Pled nolo contendere or pled guilty to a crime, which is a felony or first-degree misdemeanor;
- Had adjudication of guilt withheld to a crime, which is a felony or a first-degree misdemeanor; and
- Current pending charges for a violation of law.

The CONTRACTOR shall not assign or employ personnel to provide any services pursuant to this Contract who were convicted of a felony unless approved in writing by the Contract Manager.

The CONTRACTOR shall ensure that the Contract Manager is provided the information needed to conduct the NCIC/FCIC criminal history check prior to any new contractor or subcontractor staff being hired or assigned to work under the Contract. The CONTRACTOR shall not offer employment to any individual or assign any individual to work in accordance with this Contract, who has not had an NCIC/FCIC criminal history check conducted and employment approved by the BUREAU.

The CONTRACTOR shall not hire any individual to provide services as described in this Contract who has been barred from any BUREAU, DEPARTMENT or other criminal justice facility.

The CONTRACTOR shall immediately report to the Contract Manager any new arrest, criminal charges or convictions of any current officer, agent or employee performing services under this Contract.

Article 5.41 Records and Documentation.

- A. **Records Maintenance:** CONTRACTOR will provide a records and reporting system, both manual and computerized, for Facility operations that includes the following and is compatible with that used by the DEPARTMENT. Further, the CONTRACTOR's system will be in compliance with federal, state, and local laws governing confidentiality and will identify and limit those persons who have control or access. The system will provide for the following:
 - a. Provision of all reports and records necessary for monitoring of any court-ordered compliance.

- b. Maintenance of an individual custody record on each inmate that includes, but is not limited to, personal data, personal inventory receipts, disciplinary action reports, incident reports, release information, classification and counseling records, dental, psychiatric and medical records;
 - c. Signed release of information forms;
 - d. Appropriate transfer documentation as to legal authority to accept the inmate;
 - e. Referrals to other agencies;
 - f. Confidentiality and safeguarding of case records to ensure against unauthorized and improper disclosure;
 - g. Maintenance of records and reports; and,
 - h. The retention and storage of logs and records in a manner consistent with DEPARTMENT policy and Florida law.
- B. Management Information System: The CONTRACTOR shall install a fully compatible electronic data processing (EDP) System to Access the Florida Offender Based Management Information System (OBIS) for information purposes with regard to inmate transfer, inmate financial records, and classification and health services.

Article 5.42 Deliverables. To operate a 1,861-bed, adult male, medium/close custody security level correctional facility.

Article 5.43 General Reporting Requirements. CONTRACTOR should provide samples of any current reporting requirements it utilizes.

Article 5.44 Monitoring and Evaluation.

- A. Contract Monitoring/Performance Evaluation Monitoring: At its discretion, the BUREAU will monitor the CONTRACTOR's performance to ensure compliance in accordance with all Contract provisions, DMS's instructions, and all applicable standards, including, but not limited to ACA, Administrative Rules, DMS and DEPARTMENT guidelines, specifications of this CONTRACT, Court Orders and Decrees.

The Contract Monitor or designated representatives or employees of the BUREAU may conduct inspections as deemed necessary. The BUREAU shall have the right to reasonably prompt access to examine and receive copies, if requested, of all records of the CONTRACTOR relating to the Facility, including without limitation, all financial books and records, maintenance records, employee records, and inmate records generated by the CONTRACTOR and its subcontractors, or independent contractors, in connection with the performance of this Contract.

The BUREAU's monitoring activities shall include review of subcontracts as previously described herein. The Contract Monitor shall provide the results of monitoring/inspection activities conducted to the CONTRACTOR in writing. If CONTRACTOR noncompliance issues are noted during a monitoring activity, each shall be specifically identified and corrective action shall be recommended with a time frame specified to achieve compliance.

The cost of the Contract Monitor will be a deduction to the monthly invoice payment to the CONTRACTOR. The actual cost for such deductions will be based upon the appropriated rate, salary and expense dollars for the function.

Compensation will be adjusted monthly to reimburse the BUREAU for the salary and expenses (to include coverage of employee benefits) of the Contract Monitor. Additional deductions will be made for any ad valorem taxes or payment in lieu of such taxes that may become due on the Facility pursuant to judicial determination or legislative mandate.

- B. Monitoring and Evaluation: The BUREAU's Contract Monitor or designated BUREAU staff, will perform monitoring during the term of the Contract, but not less than once a year to ensure Contract compliance. Monitoring shall include periodic review of compliance with Contract performance, including but not limited to, review of the following:

- 1) Security
- 2) Inmate Management and Control
- 3) Inmate Programs and Services
- 4) Facility Safety and Sanitation
- 5) Administration
- 6) Food Service
- 7) Personnel Practices and Training
- 8) Inmate Health Services
- 9) Inmate Discipline

Other matters relating to services as determined by the BUREAU.

In addition to monitoring, the performance of the CONTRACTOR may be compared to the performance of the State in operating like facilities. The CONTRACTOR shall supply all data necessary to conduct such evaluations. In evaluating the CONTRACTOR's performance, the BUREAU shall consider the specific areas identified above.

- C. Self-Monitoring: The CONTRACTOR shall continually conduct self-monitoring utilizing a comprehensive self-monitoring plan providing for both Facility-level Self-Monitoring and Corporate-level Self-Monitoring. The CONTRACTOR shall designate an employee as the staff member responsible for continuous self-monitoring of the Facility. CONTRACTOR shall provide access to all self-monitoring to the Contract Monitor.

Article 5.45 Inmate Reintegration Program. CONTRACTOR will provide an Inmate Reintegration Program which provides for the following:

Treatment Program Counseling which will provide individual and group counseling for inmates which will comply with the Standards and includes mental health care and crisis intervention services, adjunct community resource assistance as needed, specific therapy groups as determined by inmate needs and which may change over time, and a substance abuse program which is more fully described in Exhibit 1.

Volunteer Programs which will include clearly specified lines of authority, responsibility and accountability for the volunteer services program; recruitment, screening and selection of volunteers; and volunteer orientation and training.

Education Programs in compliance with the Standards and as more fully described in Exhibit 1.

Inmate Work Programs in compliance with the Standards. All inmates will be required to keep their living areas clean and in addition, work opportunities will be available in the food service, laundry, maintenance shop, warehouse, and utility squads. DEPARTMENT will be responsible for approving gain time credit for labor performed. The CONTRACTOR will be required to submit an annual report documenting the number of persons who have satisfactorily completed each of the academic education, vocational education, and substance abuse components, required to be delivered per the terms of this Contract and the CONTRACTOR's response to the ITN. Included in this annual report shall be an update of the career outlook analysis, concerning information as required in the Contract, including: type of jobs the vocational training prepares the inmates for; estimated job growth, in the State of Florida, in the fields of training being offered; salary range of the jobs available; and qualifications necessary for the jobs.

Article 5.46 Recreation. The CONTRACTOR will provide indoor and outdoor recreation and leisure time programs for the inmates in compliance with the Standards.

Article 5.47 Safety and Emergency Procedures. The CONTRACTOR will operate and maintain the Facility in compliance with applicable federal, state and local safety and fire codes and in accordance with the Standards.

Article 5.48 Incident Reporting. The CONTRACTOR will follow the policies and procedures established by the DEPARTMENT and the BUREAU in the reporting of incidents occurring at the Facility.

ARTICLE SIX **EMPLOYEES**

Article 6.1 Independent Contractor. With respect to the performance of the services set out herein, the CONTRACTOR is and shall continue to be an independent contractor and, subject to the terms of this Contract, shall have the sole right to manage, control, operate, and direct the performance of the details of its duties under this Contract. The CONTRACTOR's agents and employees shall not accrue from the State, the BUREAU, or the DEPARTMENT any leave, retirement, insurance, bonding or any other benefit afforded to the employees of the State, the BUREAU, or the DEPARTMENT as a result of this Contract. The CONTRACTOR, its agents, and employees shall not be considered agents or employees of the State, the BUREAU, or the DEPARTMENT.

Article 6.2 Subcontractors. The CONTRACTOR may subcontract for the performance of any of its responsibilities to provide services pursuant to this Contract, provided the BUREAU reviews all procedural, and operational and fixed capital outlay project plans and provides

written approval, which approval may not be unreasonably withheld. The CONTRACTOR shall furnish to the BUREAU's Contract Monitor copies of all subcontracts, without regard to amount of annual payments. Any arrangement by the CONTRACTOR with an affiliate or member company to provide services to the Facility shall be subject to the subcontractor provisions of this Article. No contractual relationship shall exist between the BUREAU and any subcontractor and the BUREAU shall accept no responsibility whatsoever for the conduct, actions, or omissions of any subcontractor selected by the CONTRACTOR. The CONTRACTOR shall be responsible for the management of the subcontractor in the performance of their work. A subcontractor may not work directly with the BUREAU in any manner and shall not be included in contract negotiations, renewals, audit or any other discussions except at the request of the BUREAU.

The provisions of law governing the participation of minority business enterprises are applicable to this Contract.

The terms "Certified Minority Business Enterprises" and "MBE(s)" mean only those minority business enterprises as defined in Section 288.703(2), Florida Statutes, which possess a current certification issued by DMS' Office of Supplier Diversity.

Article 6.3 Personnel. The CONTRACTOR shall at all times provide sufficient trained staff to provide for and maintain the security, control, custody, and supervision of inmates of the Facility in compliance with applicable court orders, the Standards, and this Contract.

Positions will be staffed with qualified employees in accordance with the staffing pattern attached hereto as Exhibit B.

Sufficient staff shall be employed at all times to assure that all positions identified as critical complement on the approved staffing pattern, are manned for each shift, unless a departure from the staffing pattern has been approved in writing by the BUREAU Chief. The CONTRACTOR shall be required to fill critical complement positions by using overtime or other staff members to ensure that the staffing levels do not decrease below the established critical complement. The approved staffing pattern is attached as Exhibit B and herein incorporated by reference.

Part-time correctional officers may be used as long as they are fully trained and licensed. The use of part-time correctional officers will be limited to a maximum of 900 hours total per week, per facility. The use of part-time staff in supervisory positions is forbidden.

Article 6.4 Training. The CONTRACTOR will provide training programs in compliance with the Standards, Chapter 943 and Section 957.05, Florida Statutes, the Florida Department of Law Enforcement, Division of Training, and Chapter 33, Florida Administrative Code.

ARTICLE SEVEN

COMPENSATION AND ADJUSTMENTS

Article 7.1 Management Payment. This payment reflects operating costs and does not include debt service numbers. Compensation will be based on two (2) per diem rates: the first rate is based on 90% occupancy and the second rate is based on the number of inmates exceeding the 90% occupancy.

The BUREAU will compensate the CONTRACTOR at the following per diem rates (per inmate, per day):

First year (July 1, 2006 – June 30, 2007):

- \$ 45.34 times the minimum occupancy of 90%;
- \$ 7.96 for each inmate over the minimum occupancy rate of 90%;
- The blended per diem rate for the first year shall be: \$41.60.
- Minus monthly deductions for:
 - The Major Maintenance and Repair Reserve Fund set forth in Article 4.9, in the monthly amount of \$15,603.94.
 - The Contract Monitor set forth in Article 5.44, in the monthly amount of \$6,076.99.
 - Any property taxes or payments in lieu of taxes (PILOT) that may become due on the Facility pursuant to judicial determination or legislative mandate.

Second year (July 1, 2007 – June 30, 2008):

- \$ 46.45 times the minimum occupancy of 90%;
- \$ 8.13 for each inmate over the minimum occupancy rate of 90%;
- The blended per diem rate for the second year shall be: \$42.62.
- Minus monthly deductions for:
 - The Major Maintenance and Repair Reserve Fund set forth in Article 4.9, in the monthly amount of \$15,603.94.
 - The Contract Monitor set forth in Article 5.44, in the monthly amount of \$6,076.99.
 - Any property taxes or payments in lieu of taxes (PILOT) that may become due on the Facility pursuant to judicial determination or legislative mandate.

Third year (July 1, 2008 – June 30 2009):

- \$ 47.62 times the minimum occupancy of 90%;
- \$ 8.37 for each inmate over the minimum occupancy rate of 90%;
- The blended per diem rate for the third year shall be: \$43.69.
- Minus monthly deductions for:
 - The Major Maintenance and Repair Reserve Fund set forth in Article 4.9, in the monthly amount of \$15,603.94.
 - The Contract Monitor set forth in Article 5.44, in the monthly amount of \$6,076.99.
 - Any property taxes or payments in lieu of taxes (PILOT) that may become due on the Facility pursuant to judicial determination or legislative mandate.

Regardless of the number of inmates incarcerated at the facility, the CONTRACTOR is guaranteed an amount equal to 90% occupancy (1675 inmates) times the 90% per diem rate subject to legislative appropriations. The CONTRACTOR guarantee may be subject to the following: liquidated damages as set forth in Article 10.11; deductions due to position vacancies as set forth in Article 5.40; deductions for reimbursement of the Contract Monitor as set forth above; deductions for the maintenance reserve as set forth in Article 4.9; ad valorem taxes and/or PILOT payments required to be paid by CONTRACTOR by judicial determination or legislative mandate, as set forth in Article 12.7; and any other deduction or charge permitted in this Contract.

Article 7.2 Invoices. The CONTRACTOR shall submit monthly invoices within ten (10) working days of the month end, in a format acceptable to the accounting department of the DEPARTMENT, to the attention of the BUREAU's Contract Manager. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The invoice will reflect the prison population for each day, midnight count, times the security per diem minus adjustments allowed in the Contract. The invoice will reflect a separate per diem for programs provided by the CONTRACTOR. The DEPARTMENT will verify the daily inmate population count. If there is a discrepancy between the CONTRACTOR's and the DEPARTMENT's counts, the DEPARTMENT's count will be used in calculating the per diem payment. Invoices will be adjusted as specified in the Contract.

The BUREAU's Contract Manager or his/her successor shall be responsible for enforcing performance of the Contract terms and conditions and he/she shall serve as liaison with the CONTRACTOR and shall approve all invoices for payment.

Submit to:

Rhonda Vause, Chief
Bureau of Finance and Accounting
Florida Department of Corrections
2601 Blairstone Road
Tallahassee, Florida 32399-2500

AND

Terry Rocco, Chief
Bureau of Private Prison Monitoring
Florida Department of Management Services
4050 Esplanade Way, Suite 335
Tallahassee, Florida 32399-0950

Name and Address of Payee

The name and address of the contact person and official payee to whom the payment shall be made:

George C. Zoley, CEO and Chairman
The GEO Group, Inc.
P.O. Box 281560
Atlanta, Georgia 30384-1560

Article 7.3 Interest Penalties. Payment shall be made in accordance with Sections 215.422 and 55.03, Florida Statutes, which state the CONTRACTOR's rights and the BUREAU's responsibilities concerning interest penalties and time limits for payment of invoices. Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within forty (40) days, a separate interest penalty, established annually by the Chief Financial Officer pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the CONTRACTOR. The interest rate for calendar year 2006 is 0.02466 percent per day (9.0% per annum). The interest penalty provision applies after a thirty-five (35) day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the CONTRACTOR requests payment. Invoices which are returned to a vendor due to vendor preparation errors will result in a delay in the payment. The applicable time period does not commence until a properly completed invoice is received by the DEPARTMENT.

A contractor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Ombudsman may be contacted at (850) 410-9724; the State's Chief Financial Officer's Consumer Hotline is (800) 342-2762.

Article 7.4 Adjustments to Compensation. The BUREAU recognizes that the CONTRACTOR has entered into this Contract based upon the Standards in effect as of the date the Contract became effective. If there are changes in the Standards or Unforeseen Circumstances which change the scope of services to be furnished pursuant to this Contract and increase or decrease the cost of managing the facility, CONTRACTOR will provide the BUREAU written notice and documentation supporting an adjustment to compensation. The BUREAU will review and not unreasonably deny the adjustment to compensation. The BUREAU may adjust the total compensation paid CONTRACTOR so that CONTRACTOR may be paid compensation equal to the amount required to the change in CONTRACTOR'S cost managing the Facility because of the change in scope of services, retroactive to the effective date of such cost changes. Since requests for appropriated funds are based on costs as provided in the CONTRACTOR's proposal, any adjustment to compensation to cover changes in the Standards or Unforeseen Circumstances which changes the scope of services, shall be subject to adequacy of appropriated funds, sufficient to cover the compensation change.

Article 7.5 Supplemental Compensation. In the event that, pursuant to Article 4.11, the CONTRACTOR proposes to expand the capacity of the Facility and the BUREAU approves such a proposal, then the CONTRACTOR shall be eligible for supplemental compensation for any inmates housed in the Facility in excess of the original capacity. The per inmate per day rate of any such supplemental compensation will be an amount mutually agreed upon by the BUREAU and the CONTRACTOR, and shall not be greater than the maximum allowable pursuant to Section 957.07, Florida Statutes, and shall be subject to legislative appropriation.

Article 7.6 Appropriation Contingency. The State's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature, pursuant to Section 287.0582, Florida Statutes; the State is not obligated for any payments that exceed the amount of the current appropriation, pursuant to Section 957.04(1)(h), (2)(d), Florida Statutes.

ARTICLE EIGHT

INDEMNIFICATION AND INSURANCE

Article 8.1 Indemnification. The CONTRACTOR hereby assumes entire responsibility and

liability for any and all damages or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of the CONTRACTOR or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with any action of the CONTRACTOR (including its officers, directors, employees, subcontractors, or agents) in performance of the duties of this Contract. If any claims for such damage or injury (including death resulting therefrom) be made or asserted, whether or not such claims are based upon the CONTRACTOR's (including its officers, directors, employees, subcontractors, or agents) active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the above parties, the CONTRACTOR agrees to indemnify, defend and hold harmless, the State and the BUREAU, its officers, agents, servants and employees from and against any and all such claims, and further from and against any and all loss, cost expense, liability, damage or injury, including legal fees and disbursements, that the State, its officers, agents, servants or employees may directly or indirectly sustain, suffer, or incur as a result, and the CONTRACTOR agrees to and does hereby assume, on behalf of the State, its officers, agents, servants and employees, the defense of any action at law or in equity which may be brought against the State, its contractors (if any), its officers, agents, servants or employees, arising by reason of such claims and to pay on behalf of the State, its officers, agents, servants and employees, upon demand of either of them, the amount of any judgment that may be entered against them, individually, jointly or severally, its officers, agents, servants or employees in any such action.

As part of the CONTRACTOR's assumption of all responsibility and liability for any and all damage or injury as detailed above, the CONTRACTOR further agrees to hold harmless, defend and indemnify the State for any loss, expense, recovery or settlement, including counsel fees and costs of defense, which arise from any demand, claim (whether frivolous or not) or suit which may be asserted or brought against the State or the CONTRACTOR as a result of any injury or damage to any person or persons (including death) or property (i) allegedly caused by, resulting from, arising out of, or occurring in connection with the furnishing of any goods, equipment or services or the performance or preparation for performance of any of the work or any duties of the CONTRACTOR hereunder, or incidental or pertaining thereto, and (ii) whether or not such injury or damage is due to or chargeable to the site owner or any contractor or subcontractor under a contract for which the goods or services herein ordered are required, including, but not limited to, any claim based on liability without fault for injury caused by defective goods supplied by the CONTRACTOR. The CONTRACTOR also agrees to assume responsibility for, hold harmless, defend and/or indemnify the State for payment of any expenses, costs (including delay costs), direct and consequential damages, penalties, taxes or assessments (including punitive damages), including counsel fees and costs of defense, which may be imposed or incurred (a) under any Federal, State, or local law, ordinance or regulation upon or with respect to any compensation of any person employed by the CONTRACTOR, and (b) under any Federal, State, or local law, ordinance or regulation upon or with respect to discrimination in employment against any individual employed by the CONTRACTOR on the basis of race, color, religion, sex, or national origin, and (c) under any Federal, State, or local law, ordinance or regulation upon or with respect to any compensation of any person for claims or civil actions alleging deprivation of right, privilege or immunity secured by the United States Constitution and laws pursuant to 42 USC Section 1983 or similar statutes as well as claims for attorneys fees brought pursuant to 42 USC Section 1988 or similar statutes.

Article 8.2 Legal Proceedings. The CONTRACTOR shall not be responsible for defending any post-conviction action, including appeals and writs of habeas corpus by any inmate challenging the underlying judgment of conviction or the administration of the sentence imposed.

Article 8.3 Insurance. The CONTRACTOR is responsible for obtaining and maintaining adequate insurance coverage as required herein. The CONTRACTOR shall obtain and provide proof of general liability insurance coverage (broad form coverage) which shall specifically include fire, and legal liability in an amount not less than two million dollars (\$2,000,000) for each occurrence within a yearly aggregate of at least ten million dollars (\$10,000,000), and civil rights claims in an amount not less than two million dollars (\$2,000,000) for each occurrence within a yearly aggregate of at least five million dollars (\$5,000,000). The State of Florida and its respective agencies shall be included as additional insureds under the policy of general liability insurance coverage issued to the CONTRACTOR. Coverage for civil rights liability may be issued under a separate policy but shall also include the State and its agencies as additional insureds. Vehicle liability coverage for all vehicles used by the CONTRACTOR shall be provided in an amount of not less than two million dollars (\$2,000,000) per occurrence. Coverage shall also specifically be provided to protect against employee dishonesty in an amount of not less than fifty thousand dollars (\$50,000).

The CONTRACTOR shall obtain and provide proof of workers' compensation insurance coverage (including employer liability) in the amount and manner required by Florida law for all employees of the CONTRACTOR.

The CONTRACTOR shall obtain and/or provide proof of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all professional services to be provided by the CONTRACTOR to the State under this Contract. The amount of coverage obtained shall be two million dollars (\$2,000,000) per occurrence with a five million dollar (\$5,000,000) yearly aggregate. If occurrence coverage is not available, claims-made coverage with a three (3) year tail coverage shall be provided for the same amounts and aggregate as detailed above.

The CONTRACTOR shall obtain and provide proof of contractual liability insurance coverage to cover all liability assumed by the CONTRACTOR under this Contract and for which the CONTRACTOR may be liable to the State under the indemnification provisions of this Contract (intermediate form coverage). Such coverage may be provided by separate coverage or as an additional endorsement to a general liability policy, but shall be in the same amounts and limits of coverage as that required for general liability coverage.

The CONTRACTOR shall obtain and provide proof of boiler and machinery coverage ("comprehensive" coverage) in the amounts of one million dollars (\$1,000,000) per occurrence to cover all loss arising from the operation of boilers and machinery including loss to other property and losses due to business interruption.

The CONTRACTOR shall obtain and provide proof of premises liability insurance (which should be included in any general liability coverage) and property coverage (tire and extended coverage) for the full value of the buildings, structures or other facilities operated by the CONTRACTOR and its subcontractors and all movable contents which value can never be less than the then remaining balance owed under the lease purchase agreement. The State and its respective agencies shall be included as additional insureds under this policy.

The CONTRACTOR shall obtain and maintain environmental impairment liability coverage for liability resulting from sudden, accidental or gradual pollution arising from operations conducted by the insured, covering damage for bodily injury and property damage in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) yearly aggregate limit. The State and its respective agencies shall be included as additional insureds under this policy.

All insurance coverage shall be obtained by the CONTRACTOR through an insurance agent licensed in the State of Florida and such coverage shall be provided by an insurance company licensed to issue such coverage in the State of Florida. No "self-insurance" coverage shall be acceptable unless the CONTRACTOR is licensed or authorized to self-insure for a particular coverage in the State of Florida, or is an insured member of a self-insurance group that is licensed to self-insure in Florida. All policies shall include a provision requiring at least thirty (30) days' prior written notice of cancellation to the State.

All insurance coverage required to be obtained by the CONTRACTOR shall continue in full force and effect during the term of the Contract. No contract shall be entered into between the CONTRACTOR and BUREAU unless insurance coverage binders are received by the date scheduled for the execution of the Contract. Proof of insurance policies must be delivered prior to the date on which the services of the CONTRACTOR shall commence.

All insurance coverage is to be provided by insurance carriers admitted to do business in Florida and coverage issued by surplus lines companies shall not be acceptable with the exception of civil rights liability coverage. All insurance carriers shall be, at the minimum, rated "A VII" by A.M. Best or an equivalent rating by a similar insurance rating service.

The CONTRACTOR may choose the amount of deductible for any of the insurance coverage required above to be obtained by the CONTRACTOR, but in no event shall such deductible for each occurrence exceed three (3) percent of the required yearly aggregate limit of coverage.

The CONTRACTOR is responsible for first dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.

The limits required herein are the minimum acceptable. However, these limits are not to be construed as being the maximum any CONTRACTOR may wish to purchase for their own benefit.

As respects to the total limits of liability required, 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 coverage.

Article 8.4 Certificate of Insurance and Cancellation. During the performance of the management services hereunder, the CONTRACTOR shall maintain the plan of insurance and submit a Certificate of Insurance to the BUREAU for the mutual protection and benefit of it and the BUREAU, naming the BUREAU as co-insured and entitled to all notices issued under the policy, to cover claims that may arise out of or result from the CONTRACTOR'S operation

and management services hereunder, whether same be by the CONTRACTOR or a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The BUREAU shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change in the coverage. New Certificates of Insurance are to be provided to the BUREAU at least fifteen (15) days after receipt by CONTRACTOR.

Article 8.5 Defense/Immunity. By entering into the Contract, neither the State, DMS, the DEPARTMENT nor the CONTRACTOR waives any immunity defense which may be extended to them by operation of law including limitation of damages; excepting only that the CONTRACTOR may not assert the defense of sovereign immunity for itself.

Article 8.6 Notice of Claims. Within five (5) calendar days after receipt by the BUREAU or the DEPARTMENT, or of any agent, employee or officer thereof of a summons in any action, or within five (5) calendar days of receipt by the BUREAU or the DEPARTMENT, or of any agent, employee or officer thereof, of notice of claim, the BUREAU, the DEPARTMENT, or any agent, employee or officer, shall notify the CONTRACTOR in writing of the commencement thereof. The notice requirement is intended to ensure that the CONTRACTOR's defense of the claim is not harmed by failure to comply with the notice requirements. Failure to comply with the notice requirements may result in the CONTRACTOR's refusal to indemnify the BUREAU, the DEPARTMENT, or any agent, employee or officer, but only if such failure to notify results in a prejudice to the CONTRACTOR, the BUREAU, the DEPARTMENT, or any agent, employee or officer. The CONTRACTOR will provide the BUREAU or the DEPARTMENT similar notice of claims.

Article 8.7 Prior Occurrences. The CONTRACTOR shall not be responsible for any losses or costs resulting from inmate litigation pending at the effective date of this Contract or for lawsuits based on acts or omissions occurring prior to the effective date of the Contract. The CONTRACTOR agrees to cooperate with the State in the defense of these suits. The BUREAU recognizes that any settlement or judgment in such cases may lead to a request that the compensation be increased pursuant to Article 7.4.

Article 8.8 Waiver. No waiver of any breach of any of the terms or conditions of the Contract shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

ARTICLE NINE **CERTAIN PROHIBITIONS**

Article 9.1 Prohibitions. The CONTRACTOR acknowledges the provisions of Section 957.06, Florida Statutes, which states that a contract entered into under this chapter does not authorize, allow, or imply a delegation of authority to the CONTRACTOR to:

- A) Choose the facility to which an inmate is initially assigned or subsequently transferred. The CONTRACTOR may request, in writing, that an inmate be transferred to a facility operated by the DEPARTMENT. The BUREAU, the CONTRACTOR, and a representative of the DEPARTMENT shall develop and implement a cooperative agreement for transferring inmates between a correctional

facility operated by the DEPARTMENT and a privately operated correctional facility. The DEPARTMENT, the BUREAU, and the CONTRACTOR must comply with the cooperative agreement.

B) Develop or adopt disciplinary rules or penalties that differ from the disciplinary rules and penalties that apply to inmates housed in correctional facilities operated by the DEPARTMENT.

C) Make a final determination on a disciplinary action that affects the liberty of an inmate. The CONTRACTOR may remove an inmate from the general prison population during an emergency, before final resolution of a disciplinary hearing, or in response to an inmate's request for assigned housing in protective custody.

D) Make a decision that affects the sentence imposed upon or the time served by an inmate, including a decision to award, deny, or forfeit gain-time.

E) Make recommendations to the Parole Commission with respect to the denial or granting of parole, control release, conditional release, or conditional medical release. However, the CONTRACTOR may submit written reports to the Parole Commission and must respond to a written request by the Parole Commission for information.

F) Develop and implement requirements that inmates engage in any type of work, except to the extent that those requirements are accepted by the BUREAU.

G) Determine inmate eligibility for any form of conditional, temporary, or permanent release from a correctional facility.

ARTICLE TEN

DEFAULT AND TERMINATION PROVISIONS

Article 10.1 BUREAU Breach. Each of the following shall constitute a Breach of Contract on the part of the BUREAU:

- A) After appropriation of adequate funds by the State, failure by the BUREAU to make payments to the CONTRACTOR under the guidelines of Section 215.422, Florida Statutes.
- B) The persistent or repeated failure or refusal by the BUREAU to substantially fulfill any of its obligations under this Contract; unless: such failure or refusal is caused by a Force Majeure event or is otherwise excused under this Contract; such failure or refusal is permitted by agreement; or, such failure or refusal is warranted by CONTRACTOR's default.

Article 10.2 CONTRACTOR Breach. Each of the following shall constitute a Breach of Contract on the part of the CONTRACTOR:

- A) A material failure to keep, observe, perform, meet, or comply with any covenant,

agreement, term, or provision of this Contract to be kept, observed, met, performed, or complied with by the CONTRACTOR hereunder, which such failure continues for a period of twenty (20) days, or such longer time as may be granted pursuant to Article 10.4, after CONTRACTOR has written notice thereof;

- B) A material failure to meet or comply with any court order, ACA Standards, or federal or state requirement of law, which such failure continues for a period of twenty (20) days after CONTRACTOR has written notice thereof;
- C) A failure to maintain ACA accreditation in accordance with Article 5.9;
- D) CONTRACTOR shall (i) admit in writing its inability to pay its debts; (ii) make a general assignment for the benefit of creditors; (iii) suffer a decree or order appointing a receiver or trustee for all or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) days; (iv) suffer 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 it, not to be dismissed or stayed within sixty (60) days; or (v) suffer 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 sixty (60) days after issue or levy; or
- E) Any other action by the CONTRACTOR which would be considered a breach of this Contract at common law.

Article 10.3 Notice of Breach. Except for the BUREAU's obligations to make payments to the CONTRACTOR (for which notice of non-payment shall not be required), no breach of this Contract on the part of either party shall constitute an Event of Default and no action with regard to same may be instituted unless and until the party asserting a breach specifies, in writing to the party against whom the breach is asserted, that a breach or breaches exist(s) which, unless corrected or cured within a time period specified in the notice, will constitute a material breach of the Contract on the part of the party against which a breach is asserted. This requirement shall not apply to frustrate or otherwise affect the BUREAU's right to assess liquidated damages under Article 10.11 and deduct accordingly under Article 7.1 for past incidents.

Article 10.4 Time to Cure. In the event of a Breach of Contract of the type specified in Article 10.2 (A) or (B) occurs and the CONTRACTOR reasonably believes that such Breach of Contract cannot be cured within the twenty (20) days allowed to cure such Breach of Contract in Article 10.2 (A) or (B), as the case may be, and that such Breach of Contract can be cured, through a diligent, on-going, and conscientious effort on the part of the CONTRACTOR, within a reasonable period not to exceed a total of forty-five (45) days, unless extended by the BUREAU, then the CONTRACTOR may, within the twenty (20) day cure period, submit a plan for curing the Breach of Contract to the BUREAU Chief. Such plan shall show in detail by what means the CONTRACTOR proposes to cure the Breach of Contract. Upon receipt of any such plan for curing a Breach of Contract, the BUREAU shall promptly review such plan and, at its discretion, may allow, or disallow, the CONTRACTOR to pursue such plan for curing the Breach of Contract. This requirement shall not apply to frustrate or otherwise affect the BUREAU's right to assess liquidated damages under Article 10.11 and deduct accordingly under

Article 7.1 for past incidents.

Article 10.5 Remedy of the BUREAU. Upon the occurrence of a Breach of Contract by the CONTRACTOR, the BUREAU Chief shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (i) reducing its claim to a judgment and seeking all damages for such breach; (ii) taking action to cure the Breach of Contract, in which case the BUREAU Chief may offset against any payments owed to the CONTRACTOR all reasonable costs incurred by the BUREAU in connection with its efforts to cure such Breach of Contract; (iii) in the event the CONTRACTOR is not terminated, assessment of liquidated damages as set forth in Article 10.11; and (iv) termination and removal of the CONTRACTOR as the operator of the Facility and the offsetting against any payments owed to the CONTRACTOR by the BUREAU of all reasonable costs incurred by the BUREAU to cure the Breach of Contract, including attorneys' fee. In the event of a termination of this Contract due to a Breach of Contract under Article 10.2, the BUREAU shall have no further obligations to the CONTRACTOR after the CONTRACTOR's removal; the CONTRACTOR agrees to comply with Articles 10.9 and 12.6 with respect to the transition to new management. In the event of any remedy pursuant to this Article 10.5, the CONTRACTOR shall have the right to appeal to the BUREAU, and during any such appeal, the remedies pursuant to this paragraph shall be tolled.

Article 10.6 Remedy of the CONTRACTOR. Upon a Breach of Contract by the BUREAU, the CONTRACTOR's sole remedy shall be to terminate this Contract. Upon such termination, the CONTRACTOR shall be entitled to receive from the BUREAU payment for all services satisfactorily furnished under this Contract up to and including the date of termination.

Article 10.7 Force Majeure. The failure of performance of any of the terms and conditions of this Contract by either party due to Force Majeure shall not constitute a Breach of Contract or an Event of Default under this Contract.

Article 10.8 Termination for Non-Appropriation. The payment of compensation hereunder by the BUREAU is contingent upon the availability of funds legislatively appropriated to pay such compensation. In the event funds for compensation pursuant to the Contract become unavailable due to non-appropriation, the BUREAU shall have the right to terminate this Contract without penalty.

Article 10.9 Contract Termination and Control of a Correctional Facility by the DEPARTMENT. A detailed plan must be provided by the CONTRACTOR under which the DEPARTMENT will assume control of the Facility upon termination of the Contract pursuant to this Article Ten. If any event occurs that involves the noncompliance with or violation of Contract terms and that presents a serious threat to the safety, health, or security of inmates, employees, or the public, the BUREAU shall request that the DEPARTMENT temporarily assume control of the Facility. A plan must also be provided by the CONTRACTOR for the purchase and assumption of operations of the Facility by the DEPARTMENT in the event of bankruptcy or the financial insolvency of the CONTRACTOR. The CONTRACTOR must provide an emergency plan to address inmate disturbances, employee work stoppages, strikes, or other serious events in accordance with the ACA Standards.

Article 10.10 Termination for Convenience. The BUREAU may terminate this Contract for convenience by giving the CONTRACTOR written notice ninety (90) days prior to the

termination effective date.

Article 10.11 Liquidated Damages. The CONTRACTOR, in the event of default, shall pay to the BUREAU, not as a penalty but as liquidated damages, in the following corresponding amounts, per day:

Service Area 1: Security and control, ACA Accreditation, Health Services, Use of Force, Escapes, Contract Monitoring.

Vendor Breach	\$5,000
Failure to Provide Services	\$5,000
Failure to Document	\$1,000
Failure to Report	\$2,500
Failure to Comply with Other Applicable Requirements	\$1,500

Service Area 2: Sanitation and Hygiene, Food Service, Mail, Religion, Access to Court, Inmate Discipline, Grievance, Visitation, Records and Reports, Employee Qualifications and Training.

Vendor Breach	\$2,500
Failure to Provide Services	\$2,500
Failure to Document	\$750
Failure to Report	\$1,000
Failure to Comply with Other Applicable Requirements	\$1,000

Service Area 3: Operating Standards, Transportation, Maintenance, Repairs and Replacements, Inmate Work, Academic & Vocational Training, Sentence Computation Data, Classification and Case Management, Commissary, Policies/Procedures/Post Orders, Inmate Management Fund/Bank Accounts.

Vendor Breach	\$2,500
Failure to Provide Services	\$2,500
Failure to Document	\$750
Failure to Report	\$1,000
Failure to Comply with Other Applicable Requirements	\$1,000

Service Area 4: Laundry and Inmate Clothing, Telecommunications, Supplies/Perishables, Recreation

Vendor Breach	\$1,500
Failure to Provide Services	\$1,500

Failure to Document	\$500
Failure to Report	\$1,000
Failure to Comply with Other Applicable Requirements	\$1,000

The BUREAU may, after providing notice to CONTRACTOR of its intent to impose Liquidated Damages, collect assessments authorized herein by offsetting its next Management Payment(s) under Article 7.1. Assessment of Liquidated Damages shall not constitute a waiver of the BUREAU's right to terminate the Contract for cause and seek any other damages or remedies allowed by law.

ARTICLE ELEVEN
CONTRACT MONITOR

Article 11.1 Contract Monitor. The Contract Monitor or the BUREAU designee will be the official liaison between the BUREAU and the CONTRACTOR. All official communications shall take place between the Contract Monitor and the CONTRACTOR, unless the BUREAU directs otherwise. All other communication between the BUREAU's employees and the CONTRACTOR shall be managed according to policies adopted by both parties.

Article 11.2 The Contract Monitor's Use of Facility Space. The CONTRACTOR shall make work space available at the Facility to the Contract Monitor. Contract Monitor work space must be approved by the BUREAU Chief.

Article 11.3 Self-Monitoring. The CONTRACTOR shall continually conduct self-monitoring, utilizing a comprehensive self-monitoring plan providing for both Facility-level self monitoring and corporate-level Self-Monitoring. The CONTRACTOR shall designate an employee as the staff member responsible for continuous self-monitoring of the Facility. The CONTRACTOR shall provide access to all self-monitoring to the Contract Monitor.

ARTICLE TWELVE
MISCELLANEOUS PROVISIONS

Article 12.1 Non-Discrimination. The CONTRACTOR shall, in the performance of this Contract, strive to achieve the goals for minority participation set forth in this section. As used in this Contract, the terms "Certified Minority Business Enterprises" and "MBE(s)" mean only those minority business enterprises as defined in Section 288.703(2), Florida Statutes, which possess a current certification issued by DMS' Office of Supplier Diversity. The CONTRACTOR will be required to provide the Contract Monitor with a semi-annual report concerning minority participation.

Article 12.2 Operational Plan Requirements. As a condition precedent to commencement of services hereunder and, prior to the Services Commencement Date, the CONTRACTOR shall provide the BUREAU, for the BUREAU's written approval, an Operational Plan that covers the full range of Facility operations, including, but not limited to, the following:

A policy and operations manual which shall cover:

- All aspects of Facility operations.
- Procedures that will be utilized to facilitate monitoring of the Facility by the operator's Authorized Representative or the Authorized Representative's designees on an annual basis.
- Continuous self-monitoring by Facility staff.
- Procedures for assumption of operations by the BUREAU in the event of the CONTRACTOR's bankruptcy or inability to perform its duties hereunder.
- An emergency procedures/security manual for confidential use by staff supervisors employed by operator.
- Post orders for all Facility security staff positions.
- Job descriptions for each position, including salary range, education and experience requirements, descriptions of job duties, and full-time or part-time designation.

The CONTRACTOR shall notify the BUREAU in writing of desired changes in, or additions to, the Operational Plan with regard to the CONTRACTOR's policies and procedures, emergency procedures/security manual, post orders, and job descriptions. No such changes shall be implemented prior to the CONTRACTOR's receipt of written approval from the BUREAU Chief. A material breach of the operational plan shall be regarded as a Breach of this Contract.

Article 12.3 Books and Records. The CONTRACTOR shall keep, at the Facility, proper and complete, books, records, and accounts with respect to the Facility and all subcontractors thereof; and permit the Contract Monitor and the BUREAU or its designees to inspect the same at all reasonable times, and to make and take away copies thereof.

Article 12.4 Maintenance of Corporate Existence and Business. The CONTRACTOR shall at all times maintain its corporate existence and authority to transact business and good standing in its jurisdiction of incorporation and the State of Florida. The CONTRACTOR shall maintain all licenses, permits, and franchises necessary for its businesses where the failure to so maintain might have a material adverse effect on the CONTRACTOR's ability to perform its obligations under this Contract.

Article 12.5 SEC Reports. The CONTRACTOR shall, on a timely basis, provide the BUREAU with copies of all annual reports on Form 10-K, quarterly reports on Form 10-Q, and reports on Form 8-K required to be filed by the CONTRACTOR with the Securities and Exchange Commission. Prior to the execution of this Contract, the CONTRACTOR shall provide the BUREAU with their most recent Form 10-K and any Form 10-Q's or Form 8-K's filed.

Article 12.6 Transition. Upon the termination of this Contract, the CONTRACTOR agrees to work with the BUREAU, the DEPARTMENT, and/or DEPARTMENT management supervision, in accordance with Article 10.9, for a period of ninety (90) days to ensure an orderly and efficient transition from the CONTRACTOR's management to the BUREAU and/or the DEPARTMENT management (or management by a third party) of the Facility. During this transition period, the CONTRACTOR will transfer all necessary records, files and documents for the operation of the Facility, including but not limited to inmate records, maintenance records, and personnel files.

Article 12.7 Taxes, Liens, and Assessments. The CONTRACTOR shall: (i) pay, or make provision for payment of, all lawful taxes and assessments levied or assessed by the federal, state or any local government on the Facility or any machinery, equipment or other property installed or located on the Facility by the CONTRACTOR therein or thereon, or upon the Financing Corporation with respect to the Facility or any part thereof, including any taxes levied upon or with respect to the income or revenues of the Financing Corporation from the Facility, or upon any payments pursuant to the Lease/Purchase Agreement; (ii) not create or suffer to be created any lien or charge upon the Facility or any part thereof; (iii) pay or cause to be discharged or make adequate provision to satisfy and discharge, within sixty (60) days after the same shall come into force, any lien or charge upon the Facility or any part thereof and all lawful claims or demand for labor, materials, supplies or other charges which, if unpaid, might be or become a lien upon the Facility or any part thereof, except permitted encumbrances, as defined in the Lease/Purchase Agreement with respect to the Facility entered into by and between the BUREAU and the Financing Corporation; and (iv) pay all utility charges, including "service charges", incurred or imposed with respect to the Facility.

The parties hereto acknowledge that the housing of state prisoners is a governmental function, albeit a function that can be contracted for with a private business. In addition, the parties hereto acknowledge that the use of a lease purchase agreement utilizing tax-exempt financing for the construction of the Facility does not alter the nature of the use of the Facility. To that end, in the event that a local jurisdiction attempts to assess ad valorem taxes on the Facility, the CONTRACTOR agrees to provide any necessary assistance, support, and expenditure of legal resources (including attorneys fees and costs) in order to fully participate in and support any efforts by the State to defend the sovereign immunity from such taxation enjoyed by the Facility as State property, pursuant to First Union National Bank of Florida v. Ford, 636 So.2d 523 (Fla. 5th DCA 1993).

In the event that either a judicial determination or a State legislative mandate explicitly subjects the Facility to ad valorem taxation or requires payment in lieu of taxes (PILOT), the amount of any such annual ad valorem tax or PILOT payment shall be deducted on a pro-rated monthly basis from CONTRACTOR's monthly compensation.

Article 12.8 Copies of Documents. Prior to the execution of this Contract and on an on-going basis, the CONTRACTOR shall timely provide to the BUREAU copies of the following documents:

- All original and renewed insurance certificates clearly indicating compliance with Article 8.3.
- Tax receipts or other appropriate documentation indicating the CONTRACTOR's payments to the taxing authorities to indicate compliance with Article 12.7.

Article 12.9 Reimbursable Expenses. In the event that the CONTRACTOR fails to comply with Articles 12.3 and 12.8, the CONTRACTOR shall pay actual expenses for the BUREAU to employ an agent or for a BUREAU employee to visit the offices of the CONTRACTOR or the CONTRACTOR's parent corporation to make and take away copies of the documents necessary to comply with Articles 12.3 and 12.8.

Article 12.10 Invalidity and Severability. In the event that any provision of this Contract shall

be held to be invalid, such provision shall be null and void. The validity of the remaining provisions of the Contract shall not in any way be affected thereby.

Article 12.11 Counterparts. This Contract maybe executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one Contract, notwithstanding that all parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature too and may be appended to any other counterpart.

Article 12.12 Interpretation. The headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

Article 12.13 Terminology and Definitions. All personal pronouns used in this Contract, whether used in the masculine, feminine, or gender-neutral, shall include all other genders; the singular shall include the plural; and the plural shall include the singular.

Article. 12.14 Venue. The Contract shall be interpreted under the laws of the State of Florida and Leon County Circuit Court shall be the venue in the event any action is filed on the Contract.

Article 12.15 Amendments. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

Article 12.16 Third Party Rights. The provisions of this Contract are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other person.

Article 12.17 Binding Nature. This Contract shall not be binding upon the parties until it is approved and executed by both parties.

Article 12.18 Interpretation. This Contract shall not be interpreted or construed against the drafting party.

Article 12.19 Prohibition Against Assignment. The BUREAU has entered into this Contract with the CONTRACTOR based on, among other considerations, its assessment of the qualifications and experience of the CONTRACTOR, the management talent of key employees of the CONTRACTOR, and the organizational structure the CONTRACTOR has caused to be created. Consequently, there shall be no assignment or transfer of the interest of the CONTRACTOR, whether in whole or in part, absent the prior written consent of the BUREAU. Further, the CONTRACTOR shall notify the BUREAU in writing as soon as is practical following (a) a merger with or an acquisition by any corporation, partnership, person, or other entity; (b) the acquisition by or purchase of more than ten percent (10%) of the outstanding shares of the CONTRACTOR by any corporation, partnership, person, or other entity; and (c) a change in the senior management of the CONTRACTOR, senior management including its President, Chief Executive Officer, and the membership of its Board of Directors. If, in the reasonable judgment of the BUREAU, any such event is determined to be likely to have a material and adverse effect on the ability of the CONTRACTOR to fully comply with all of the terms and conditions of this Contract, the BUREAU reserves the right to terminate the Contract without liability or penalty to the BUREAU.

Article 12.20 Access to Records. The BUREAU may unilaterally cancel this Contract for refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other material originated or received by the CONTRACTOR in conjunction with the Contract, subject to the provisions of Section 119, Florida Statutes.

Article 12.21 Notices. All notices shall be sent certified mail; return receipt requested to:

BUREAU: Terry Rocco, Chief
Bureau of Private Prison Monitoring
Florida Department of Management Services
4050 Esplanade Way
Tallahassee, Florida 32399-0950

CONTRACTOR: John Bulfin, General Counsel
The GEO Group, Inc.
One Park Place, Suite 700
621 Northwest 53rd Street
Boca Raton, Florida 33487

IN WITNESS WHEREOF, in order to be legally bound, the parties have caused their authorized representative to execute this Contract as of the date set forth above and below.

**STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES**

Approved as to form and legality:

Mary Elizabeth
BY: [Signature]
Its: Secretary
DATE: 6-20-2006

THE GEO GROUP, INC.

BY: [Signature] **AMBER D. MARTIN** (Corporate Seal)
Its: Vice President, Contract Compliance
The GEO Group, Inc.
DATE: 6-12-06
ATTEST: [Signature]
Its: Admin Asst.

Exhibit 1

Education Programs in compliance with the Standards and as more fully described in Exhibit 1 shall be amended as follows:

- a. "Participating" shall mean "the inmate is actively attending specified program"
- b. Behavior Program: minimum of 280 (15%) part-time participating per day
- c. Academic Program: minimum of 465 (25%) part-time participating per day
- d. Vocational Program: minimum of 372 (20%) part-time participating per day
- e. Substance Abuse: minimum of 372 (20%) part-time participating per day

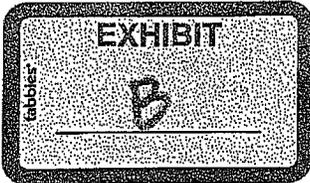
At all times during the course of this agreement, Contractor agrees to maintain inmate participation in behavioral, academic, vocational, and substance abuse programs at the facility at the participation percentage level identified above.

For example, assume a correctional facility currently has a maximum occupancy of 1,000 inmates and currently 200 inmates per day, Monday through Friday, excluding recognized holidays, are enrolled in and participate in programs offered by the Contractor. The facility undergoes an expansion that results in the facility having a maximum occupancy of 1,200 inmates. Under this contract provision, the Contractor would now have to maintain inmate enrollment and participation in such programs at 240 inmates per day, Monday through Friday, excluding recognized holidays.

If inmates in the facility cannot participate in the programs identified in this section because they are not eligible or do not participate in such programs because they refuse to participate, the Contractor shall provide this information to the Contract Monitor for inclusion in the Security and Institutional Operations Report ("Report") submitted monthly by the Contract Monitor to the Bureau of Correctional Privatization (BCP). With regard to inmate enrollment and participation in the programs at issue and the need to accurately account for inmate participation in these programs, the Report will account for inmate program participation and shall at a minimum provide information that includes the inmate's name, the inmate's DC Number, and a description of the ineligibility of the inmate to participate in the program(s) or the facts surrounding the inmate's refusal to participate. Further, it is understood that inmates who are enrolled in and are actively attending a program may have occasional absences due to legitimate reasons including, but not limited to, health reasons, court appearances, recognized holidays, etc. Such absences shall be noted in the Report.

The information provided by the Contractor to the Contract Monitor regarding inmate participation in these programs shall be provided in sufficient detail to enable the BCP to appropriately audit and monitor the Contractor's compliance with this provision.

Inmate eligibility to participate in such programs shall ultimately be determined by criteria established by the Department of Corrections.



The GEO Group, Inc.
Florida Department of Management Services
1,861 Beds in South Bay, Florida

Executive Office

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Facility Administrator	1.00				1.00	1.00
Executive Assistant	1.00				1.00	1.00
Safety Specialist/Risk Manager	1.00				1.00	1.00
Training Lieutenant	1.00				1.00	1.00
Investigative/Grievance Captain	1.00				1.00	1.00
Assistant Facility Inspector	1.00				1.00	1.00
Inspector Technician	1.00				1.00	1.00
ACA/QCP Coordinator	1.00				1.00	1.00
Sub Total	8.00	0.00	0.00	0.00		8.00

Business / Support

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Business Manager	1.00				1.00	1.00
Assistant Business Manager	1.00				1.00	1.00
Accountant/Bookkeeper	1.00				1.00	1.00
M.I.S. Manager	1.00				1.00	1.00
LAN Administrator	1.00				1.00	1.00
Personnel Specialist	1.00				1.00	1.00
Personnel Clerk	2.00				1.00	2.00
Payroll Clerk	1.00				1.00	1.00
Billing Clerk	1.00				1.00	1.00
Inmate Banking Clerk I		1.00			1.00	1.00
Inmate Banking Clerk II		1.00			1.00	1.00
Inmate Property Clerk		1.00	1.00		1.00	2.00
Switchboard Receptionist		1.00			1.00	1.00
Mailroom Clerk	2.00				1.00	2.00
Warehouse/Supply Supervisor	1.00				1.00	1.00
Warehouse Clerk	1.00				1.00	1.00
Laundry Supervisor	1.00				1.00	1.00
Laundry Clerk	1.00				1.00	1.00
Sub Total	16.00	4.00	1.00	0.00		21.00

Maintenance

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Safety & Maintenance Manager	1.00				1.00	1.00
Maintenance Technician	1.00		1.00		1.00	2.00
Plumbing Technician	1.00				1.00	1.00
HVAC Technician	1.00				1.00	1.00
Tool Room Clerk	1.00				1.00	1.00
Maintenance Clerk	1.00				1.00	1.00
Sub Total	6.00	0.00	1.00	0.00		7.00

Food Service

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Food Service Manager	1.00				1.00	1.00
Production Manager	1.00				1.00	1.00
Cook Supervisor		1.00	1.00		1.75	3.50
Cook Supervisor	1.00				1.00	1.00
Asst. Cook Supervisor		2.00	1.00		1.67	5.00
Asst. Cook Supervisor	1.00				1.00	1.00
Food Service Clerk	1.00				1.00	1.00
Sub-Total	5.00	3.00	2.00	0.00		13.50

Health Care

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Health Care Administrator (RN)	1.00				1.00	1.00
Medical Records Clerk	1.00	1.00	1.00		1.00	3.00
Physician (MD)	1.00				1.00	1.00
Psychologist (PhD)	2.00				1.00	2.00
Registered Nurse		3.00	2.00	1.00	1.58	9.50
Registered Nurse	1.00				1.00	1.00
Licensed Practical Nurse		4.00	3.00	1.00	1.75	14.00
Dentist (DDS)	1.00				1.00	1.00
Dental Technician	1.50				1.00	1.50
Psychological Specialist	3.00				1.00	3.00
Data Entry Clerk	2.00				1.00	2.00
<i>Contract Staff</i>						
Contract Physician (40 hours per week)	1.00					
Contract Psychiatrist (24 hours per week)	0.60					
Contract Dentist (8 hours per week)	0.20					
Sub Total	13.50	8.00	6.00	2.00		39.00

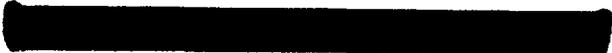
Programs

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
AFA Programs	1.00				1.00	1.00
Classification Supervisor	1.00				1.00	1.00
Classification Counselor	3.00	4.00	2.00		1.00	9.00
Chaplain/Volunteer Coordinator	1.00				1.00	1.00
Assistant Chaplain-POIIWTF paid	1.00				1.00	1.00
Chaplain Clerk-POIIWTF paid	1.00				1.00	1.00
Librarian		1.00			1.00	1.00
Librarian PT			0.50		1.00	0.50
Law Library Clerk	1.00				1.00	1.00
Academic Counselor		1.00			1.00	1.00
Academic Instructor		6.50	2.00		1.00	8.50
Vocational Instructor	1.00	3.50	2.00		1.00	6.50
Diversified Vocational Instructor-POIIWTF paid	1.00				1.00	1.00
Recreation Specialist		1.50	0.50		1.00	2.00
Computer Lab Technician		0.50	0.50		1.00	1.00
Education Director	1.00				1.00	1.00
Asst. Education Director	1.00				1.00	1.00
Programs Clerk	2.00				1.00	2.00
Inmate Records Clerk	1.00	1.00	1.00		1.00	3.00
Program Director	1.00				1.00	1.00
Lead Counselor		1.00	1.00		1.00	2.00
Clerk	1.00				1.00	1.00
Community Resource Coordinator	1.00				1.00	1.00
Life Skills-Transition Specialist	2.00	6.00	2.00		1.00	10.00
Substance Abuse Counselor	2.00	11.00	5.00		1.00	18.00
Data Entry Clerk	1.00				1.00	1.00
Sub Total	24.00	37.00	16.50	0.00		77.50

Security Supervisors

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
AFA Security						
Chief of Security						
Administrative Captain						
Shift Supervisors - Captain						
Asst. Shift Supv. - Lieutenant						
Admin/Housing Lieutenant						
Confinement Lieutenant						
Housing Supervisors - Sergeant						
Security Clerk	1.00				1.00	1.00

Sub-Total



Correctional Officers

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Headquarter Officer						
Litigation Officer						
Arsenal Officer						
Transport Officers						
Outside Grounds Officer						
Inside Grounds Officer						
Vehicle Gate Officer						
Confinement Rec. Officer						
Programs Officers						
Food Service Officers						
Recreation Officers						
Recreation Officers						
Central Control Officer						
Transport/Hospital Officers						
Housing A (Confinement)						
Housing B Officers						
Housing C Officers						
Housing D Officers						
Housing E Officers						
Housing F Officers						
Housing G Officers						
Management Officers						
Escort Officer						
Perimeter 1 Officer						
Perimeter 2 Officer						
Perimeter 3 Officer						
Medical Officer						
Internal Security Officer						
Inside Security Officers						
Sub-Total						

SUMMARY

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Executive Office	8.00	0.00	0.00	0.00		8.00
Business / Support	16.00	4.00	1.00	0.00		21.00
Maintenance	6.00	0.00	1.00	0.00		7.00
Health Care	13.50	8.00	6.00	2.00		39.00
Programs	24.00	37.00	16.50	0.00		77.50
Food Service	5.00	3.00	2.00	0.00		13.50
Security Supervisors						
Correctional Officers						
TOTAL STAFF						

**AMENDMENT OF THE
SOUTH BAY CORRECTIONAL FACILITY
OPERATION AND MANAGEMENT SERVICES AGREEMENT**

By and Between

**THE STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES,
BUREAU OF PRIVATE PRISON MONITORING and
THE GEO GROUP, INC.**

WHEREAS, on June 20, 2006, the State of Florida Department of Management Services, Bureau of Private Prison Monitoring (hereinafter referred to as the "BUREAU") and The GEO Group, Inc. (hereinafter referred to as the "CONTRACTOR") (collectively referred to as the "Parties") entered into a OPERATION AND MANAGEMENT SERVICES AGREEMENT (hereinafter referred to as the "Contract") relating to the South Bay Correctional Facility (the "Facility") with an initial contract term of three (3) years with additional renewal terms of two (2) years each; and

WHEREAS, Article 12.15 Amendments, expressly provides for an amendment of the terms of the Contract by written agreement of the Parties; and

WHEREAS, the Invitation to Negotiate (ITN), Special General Conditions, for the South Bay Contract allows for the BUREAU, in its discretion, to require the posting of a Performance Bond by CONTRACTOR; and

WHEREAS, the BUREAU has determined that based upon the termination provisions of the Contract, the Performance Bond described in the South Bay ITN is neither necessary nor financially prudent; and

WHEREAS, the BUREAU wishes to amend Article 7.1 Management Payment, to reduce CONTRACTOR's Contract Management Payments in order to reflect the BUREAU's decision not to require a CONTRACTOR Performance Bond; and

WHEREAS, the BUREAU wishes to amend Article 4.9 Major Maintenance Repair and Reserve Fund, and Article 4.12 Material Damage or Loss, to clarify CONTRACTOR's ability to request reimbursement from such Fund under certain described circumstances;

NOW THEREFORE, the Parties agree as follows:

1. Article 7.1 Management Payment, of the Contract is hereby amended to read as follows:

First year (July 1, 2006 – June 30, 2007):

- \$45.34 times the minimum occupancy of 90%;
- \$7.96 for each Inmate over the minimum occupancy rate of 90%;
- The blended per diem rate for the first year shall be: **\$41.60.**
- Minus monthly deductions for:
 - The Major Maintenance and Repair Reserve Fund set forth in Article 4.9, in the monthly amount of **\$15,603.94.**
 - The Contract Monitor set forth in Article 5.44, in the monthly amount of **\$6,076.99.**
 - Any property taxes or payments in lieu of taxes (PILOT) that may become due on the Facility pursuant to judicial determination or legislative mandate.

Second year (July 1, 2007 – June 30, 2008):

- \$45.90 times the minimum occupancy of 90%;
- \$8.16 for each Inmate over the minimum occupancy rate of 90%;
- The blended per diem rate for the first year shall be: **\$42.13.**
- Minus monthly deductions for:
 - The Major Maintenance and Repair Reserve Fund set forth in Article 4.9, in the monthly amount of **\$15,603.94.**
 - The Contract Monitor set forth in Article 5.44, in the monthly amount of **\$6,076.99.**
 - Any property taxes or payments in lieu of taxes (PILOT) that may become due on the Facility pursuant to judicial determination or legislative mandate.

Third year (July 1, 2008 – June 30, 2009):

- \$47.05 times the minimum occupancy of 90%;
- \$8.36 for each Inmate over the minimum occupancy rate of 90%;
- The blended per diem rate for the first year shall be: **\$43.18.**
- Minus monthly deductions for:
 - The Major Maintenance and Repair Reserve Fund set forth in Article 4.9, in the monthly amount of **\$15,603.94.**
 - The Contract Monitor set forth in Article 5.44, in the monthly amount of **\$6,076.99.**
 - Any property taxes or payments in lieu of taxes (PILOT) that may become due on the Facility pursuant to judicial determination or legislative mandate.

Regardless of the number of Inmates incarcerated at the Facility, CONTRACTOR is guaranteed an amount equal to 90% occupancy (1675 inmates) times the 90% per diem rate subject to legislative appropriations. The CONTRACTOR guarantee may be subject to the following: liquidated damages as referred to in Article 10.11; deductions for reimbursement of the Contract Monitor as set forth above; deductions for the maintenance reserve as set forth in Article 4.9; ad valorem taxes and/or

PILOT payments required to be paid by CONTRACTOR by judicial determination or legislative mandate, as set forth in Article 12.7; and any other deduction or charge permitted in this Contract.

2. Article 4.9 Major Maintenance Repair and Reserve Fund of the Contract is hereby amended to read as follows:

The CONTRACTOR shall make and be responsible for all routine and necessary repairs of the Facility, and shall be responsible for the repair and replacement of all Facility furnishings, fixtures, and equipment, so long as the cost associated with any such maintenance, replacement, or repair is \$5,000 or less (per item, per occurrence). Routine and necessary repairs shall be defined as any maintenance, replacement, or repair work which has a cost of \$5,000 or less (per item, per occurrence). "Per item, per occurrence" requirement shall be strictly construed by the BUREAU, and aggregation of individual items or occurrences is not permitted. On the first day of each month, the BUREAU will deduct 1/12 of \$187,247.28 (\$15,603.94 monthly) from the Facility's man-days billing and transfer said amount to the Grants and Donations Trust Fund.

Requests for reimbursement for maintenance, replacement or repair costs in excess of \$5,000 shall be submitted to the BUREAU Chief. In the event of damage to the Facility sustained during a hurricane (or as a result of severe windstorm conditions), the CONTRACTOR may request reimbursement from the Fund for all documented costs incurred by the CONTRACTOR in repairing/replacing such damage that are not otherwise covered by insurance required to be maintained by the CONTRACTOR under this Contract for the Facility, up to an amount equal to 3% of the then-current insured value of the Facility. Approval or denial of requests is at the BUREAU Chief's sole discretion. Upon receipt of written approval from the BUREAU Chief, the costs of such major maintenance, replacements or repairs shall be charged to the Major Maintenance and Repair Reserve Fund. The BUREAU shall be the owner of such fund, and the CONTRACTOR shall have no rights, other than as set forth herein, in such fund or in any fund earnings.

Any written request by CONTRACTOR for reimbursement from the Major Maintenance and Repair Reserve Fund shall be approved or disapproved in writing by the BUREAU within thirty (30) days of receipt of such written request.

3. Article 4.12 Material Damage or Loss of the Contract is hereby amended to read as follows:

Promptly after the occurrence of any damage to or loss at the Facility that materially affects the continued operation of the Facility, the CONTRACTOR shall notify the BUREAU of such loss or damage. The BUREAU and the CONTRACTOR shall jointly assess the nature and extent of such damage or loss and, as soon as practicable thereafter, determine whether it is practicable and desirable to rebuild,

repair or restore such damage or loss. If the BUREAU and the CONTRACTOR determine that such rebuilding, repairing or restoring is practicable and desirable, the CONTRACTOR shall proceed with such rebuilding, repairing or restoring. Upon the completion thereof, such rebuilding, repairing or restoring shall thereupon become part of the Facility. In such case, any insurance proceeds received in respect to such damage or loss shall be used for payment of, or reimbursement for, the costs of such rebuilding, repairing or restoring. In the event such insurance proceeds are not sufficient to pay in full the costs of such rebuilding, repairing or restoration, the CONTRACTOR is responsible for any and all amounts due in excess of insurance proceeds received (which responsibility shall not limit CONTRACTOR's ability to request reimbursement for the costs of repairing damage to the Facility sustained during a hurricane (or as a result of severe windstorm conditions) from the Major Maintenance Repair and Reserve Fund as set forth in Article 4.9, above). If the BUREAU and the CONTRACTOR determine, in writing, that rebuilding, repairing or restoration is not feasible or practical, and further agree, in writing, not to rebuild, repair or restore the Facility, then this Contract shall automatically terminate thirty (30) days after the date of such written agreement.

4. All other terms and conditions of the Contract shall remain the same.

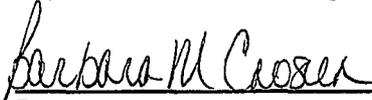
IN WITNESS WHEREOF, the undersigned authorized persons have executed this Contract Amendment on behalf of their respective Parties effective the 1st day of July 2007.

**THE STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES,
BUREAU OF PRIVATE PRISON MONITORING**


By: Linda H. South, Secretary

6/29/07
Date

Approved as to form and legality by the Department's General Counsel's Office:


By:

6/29/07
Date:

THE GEO GROUP, INC.

BY: 
Its: VP, Contract Administration
DATE: _____

ATTEST: _____
Its: _____
DATE: _____