

**ADDENDUM OF THE  
OPERATION AND MANAGEMENT SERVICES CONTRACT**

**BETWEEN**

**THE STATE OF FLORIDA,  
CORRECTIONAL PRIVATIZATION COMMISSION**

**AND**

**CORRECTIONS CORPORATION OF AMERICA**

**FOR GADSDEN CORRECTIONAL FACILITY**

**NOTE: THIS ADDENDUM SUPERCEDES ANY CONFLICTING INFORMATION  
CONTAINED IN THE REFERENCED OPERATIONS CONTRACT**

**WHEREAS**, on July 1, 1999, the STATE OF FLORIDA, CORRECTIONAL PRIVATIZATION COMMISSION ("COMMISSION") and CORRECTIONS CORPORATION OF AMERICA ("CONTRACTOR") entered into an OPERATION AND MANAGEMENT CONTRACT ("CONTRACT") relating to the Gadsden Correctional Facility; and

**WHEREAS**, the parties subsequently agreed to extend the Contract through June 30, 2004; and

**WHEREAS**, the parties now wish to renew the CONTRACT upon its current terms and conditions for an additional one (1) year term, subject to the following corrections and modifications to the terms and conditions thereof:

**NOW THEREFORE**, the parties agree to amend the CONTRACT as follows:

1. The CONTRACT shall be renewed for an additional one (1) year term commencing at 12:01 a.m. on July 1, 2004, and terminating on June 30, 2005, unless earlier terminated in accordance with the provisions of the CONTRACT.
2. The per diem rates and monthly deductions in effect during the contract year ending June 30, 2004 shall remain in effect during the contract year ending June 30, 2005.
3. All other terms and conditions of the CONTRACT shall remain the same.

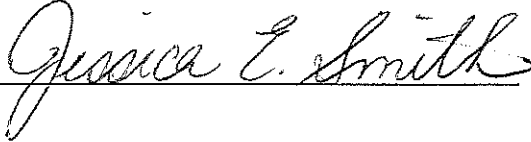
IN WITNESS WHEREOF, the undersigned authorized persons have executed this Addendum on behalf of their respective parties effective the first day of June, 2004.

STATE OF FLORIDA, CORRECTIONAL PRIVATIZATION COMMISSION

BY:


  
Carol Atkinson, Chairman

Attest:



CORRECTIONAL CORPORATION OF AMERICA

BY:

  
Anthony L. Grande  
Vice President, State Customer Relations

Attest:



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**NOTE: THIS ADDENDUM SUPERCEDES ANY CONFLICTING INFORMATION  
CONTAINED IN THE REFERENCED OPERATIONS CONTRACT**

THIS OPERATION AND MANAGEMENT SERVICES CONTRACT, dated as of the 1<sup>st</sup> of JULY 2003, by and between THE STATE OF FLORIDA, Correctional Privatization Commission ("COMMISSION") and Corrections Corporation of America ("CONTRACTOR").

WHEREAS, ARTICLE ELEVEN, AMENDMENTS, expressly provides for amendments to the CONTRACT; and

WHEREAS, the COMMISSION wishes to amend the CONTRACT upon its current terms and conditions with the following corrections and modifications to the terms and conditions thereof:

NOW THEREFORE, the parties agree to amend the CONTRACT as follows:

**ARTICLE I  
PURPOSE**

- 1.01 The purpose of this addendum is to extend the terms of the Contract in order that the Parties may continue contract negotiations.

**ARTICLE II  
TERM OF CONTRACT**

- 2.01 The Parties hereby extend the terms of the Contract for a year commencing July 1, 2003 and expiring June 30, 2004.

**ARTICLE III**  
**CHANGES TO CONTRACT**

3.01 Article 4.14 Inmate Health Services- shall be modified as follows:

Limitations on inpatient hospitalization costs-- If, in the opinion of the on-site Chief Health Officer, the Inmate cannot be properly treated in the institution, 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 DC and CONTRACTOR prior to Service Commencement Date. In the event that DC and CONTRACTOR cannot mutually agree on a list of medical facilities that can provide the necessary treatment, the COMMISSION will make the final decision. The CONTRACTOR shall not be responsible for inpatient hospitalization costs, including any surgery and specialty services, in amounts greater than outlined in the schedule below;

CONTRACTOR shall not be responsible for cost referred to above in amounts greater than \$8,124 per Inmate per admission. If inpatient costs exceed costs as described herein, any further costs will be assumed by DC.

Article 5.3 Personnel- shall be modified as follows:

Operator 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 and this Agreement.

Positions will be staffed with qualified employees in accordance with the staffing pattern.

Staff sufficient to ensure the safe and secure operation of the facility and the delivery of all required programs and services shall be at the facility at all times. Critical posts as designated by a single asterisk on the staffing pattern are mandatory posts and shall not be vacated at any time. Primary/flexible posts designated by a double asterisk on the staffing pattern also shall be filled in accordance with the per shift/per day assignment pattern. However, the ranking officer on duty at the facility may move staff assigned to a post designated as a primary/flexible post to any other post in the facility for which they are qualified if there is no need for them to be at the primary/flexible post to which they ordinarily are assigned. Any such reassignment of staff from a primary/flexible post shall be properly documented to facilitate appropriate contract compliance monitoring.

Part-time correctional officers may be used as long as they are fully trained and licensed. The use of part-time staff in supervisory positions is forbidden.

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 an employee 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. CONTRACTOR shall fill any vacant position as soon as possible. CONTRACTOR shall notify the COMMISSION'S Contract Monitor each month, in writing, of vacant positions. CONTRACTOR agrees to exercise due diligence to attempt to fill any vacant security positions within thirty (30) days and non-security positions within forty-five (45) days after date of vacancy. In the event that a position remains vacant longer than the time specified herein, CONTRACTOR shall immediately notify the Authorized Representative of the COMMISSION and the COMMISSION'S Contract Monitor of that fact and provide evidence that due diligence has been exercised. As long as CONTRACTOR has exercised and continues to exercise due diligence to fill the position, the fact that the position remains vacant shall not constitute an Event of Default, but if CONTRACTOR has less than the required number of employees for more than the specified time, an amount equal to the salary for the position(s) pro-rated for the number of days vacant in excess of the specified times, may be deducted from the monthly per diem paid by the COMMISSION, until such time as the position is filled.

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.

Article 6.1 Management Payment- shall be modified as follows:

This payment reflects operating costs and does not include debt service numbers. Compensation will be based on three per diem rates: the first rate is based on inmate populations up to 768; the second per diem rate will be based on the number of inmates exceeding 768 up to a maximum capacity of 800 inmates; and the third per diem rate is a rate per inmate up to 768 for maintenance of the facility. Compensation will be adjusted monthly to reimburse the COMMISSION for the salary and expenses (to include coverage of employee benefits) of the Contract Monitor and the salaries of other additional staff positions.

The COMMISSION will compensate the CONTRACTOR at the following per diem rates (per inmate, per day) subject to the monthly deductions listed below.

Compensation through June 30, 2004:

Per Diem rates:

\$57.26----- for up to 768 inmates and  
\$43.23 -----for each inmate over 768 and  
\$2.30 -----per inmate up to 768, for maintenance.

Monthly deductions:

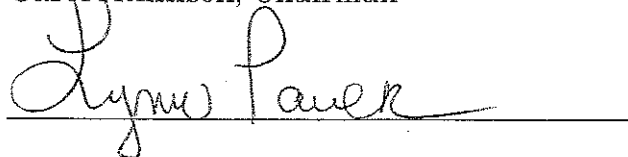
Contract Monitor----- \$5,113.66  
CPC Staff and Operating Costs----- \$9,856.67

Pursuant to the proviso language in General Appropriations Act Line 2705, the maximum capacity at this facility may be expanded to a number as determined by the COMMISSION.

IN WITNESS WHEREOF, the undersigned authorized persons have executed this Addendum on behalf of their respective parties effective the \_\_\_\_ day of July, 2003.

**STATE OF FLORIDA, CORRECTIONAL PRIVATIZATION COMMISSION**

BY:   
Carol Atkinson, Chairman

Attest: 

**CORRECTIONS CORPORATION OF AMERICA**

BY:   
Brian K. Ferrell  
Vice President, State Government Relations

Attest: 

**ADDENDUM OF THE  
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**BETWEEN**

**THE STATE OF FLORIDA,  
CORRECTIONAL PRIVATIZATION COMMISSION**

**AND**

**CORRECTIONS CORPORATION OF AMERICA**

**FOR GADSDEN CORRECTIONAL FACILITY**

**NOTE: THIS ADDENDUM SUPERCEDES ANY CONFLICTING INFORMATION  
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**WHEREAS**, the parties subsequently agreed to extend the Contract through June 30, 2004; and

**WHEREAS**, the parties now wish to renew the CONTRACT upon its current terms and conditions for an additional one (1) year term, subject to the following corrections and modifications to the terms and conditions thereof:

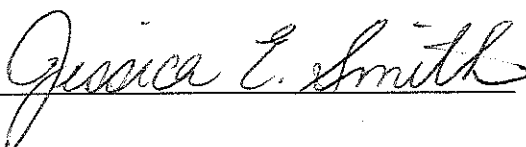
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1. The CONTRACT shall be renewed for an additional one (1) year term commencing at 12:01 a.m. on July 1, 2004, and terminating on June 30, 2005, unless earlier terminated in accordance with the provisions of the CONTRACT.
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3. All other terms and conditions of the CONTRACT shall remain the same.

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BY:   
Carol Atkinson, Chairman

Attest: 

CORRECTIONAL CORPORATION OF AMERICA

BY:   
Anthony L. Grande  
Vice President, State Customer Relations

Attest: 



GADSDEN CORRECTIONAL FACILITY  
 OPERATIONS & MANAGEMENT CONTRACT  
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OPERATION AND MANAGEMENT SERVICES CONTRACT  
GADSDEN CORRECTIONAL FACILITY  
By and Between the

CORRECTIONAL PRIVATIZATION COMMISSION  
and  
PRISON MANAGEMENT SERVICES D/B/A  
CORRECTIONS CORPORATION OF AMERICA

This Contract made and entered into this 1st day of July, 1999  
by and between THE STATE OF FLORIDA, Correctional Privatization  
Commission (hereinafter referred to as the "COMMISSION") and  
Corrections Corporation of America (hereinafter referred to as the  
"CONTRACTOR").

W I T N E S S E T H:

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

Whereas, the Florida Legislature, in Senate Bill 1742 of the 1999 Legislative Session, transferred the authority to contract for the operation, maintenance, and management of the Gadsden Correctional Facility, effective July 1, 1999, to the Commission, which was created pursuant to Chapter 957, Florida Statutes;

Whereas this Contract supersedes and replaces any past or existing contracts pertaining to the management of the Facility; and

Whereas, the Commission has been informed of no breach or failure by the Contractor to comply with any requirements of the existing Management Contract for the Facility.

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

#### DEFINITIONS

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

ACA - means the American Correctional Association.

ACA Standards - means the Standards for Adult Correctional Institutions, Third Edition (as heretofore supplemented and as

same may be modified, amended, or supplemented in the future) published by ACA.

Additional Services - means those additional operational and management services required to be furnished by CONTRACTOR, which are required by changes in ACA Standards, laws, government policies, regulations or court orders generally applicable to the COMMISSION and which cause an increase in the cost of operating and managing the Facility.

Agreement - means the Cooperative Transfer Agreement between the COMMISSION, the CONTRACTOR, and the Florida Department of Corrections (Department or DOC) which establishes guidelines for transfer of inmates between the Gadsden Correctional Facility and facilities operated by the Department.

Authorized Representative - means 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 CONTRACTOR, the Authorized Representative shall be designated in writing by its President or any Vice President. The designation of CONTRACTOR'S initial Authorized Representative shall be delivered to the COMMISSION no later than the effective date of this Agreement. CONTRACTOR'S Authorized Representative may designate other persons to assist such Authorized Representative in the

performance of certain obligations required by this Agreement. In the case of the COMMISSION, the Executive Director of the COMMISSION 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 COMMISSION by the Executive Director of the COMMISSION. 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 - means any of the events or circumstances described in Section 9.

Contract - means this Management Services Contract, together with all attachments and exhibits hereto, and all amendments and modifications hereof, the Plans, Specifications and Related Construction Documents, together with the Request for Proposals issued by the Gadsden County Commissioners dated October 1, 1991, and the CONTRACTOR's proposal submitted on January 7, 1992, all of which are herein incorporated by this reference. In the event of a conflict the terms of this Contract prevail over the Request for Proposals and the CONTRACTOR's proposal.



Contract Monitor - means the person appointed by the COMMISSION to the Facility who shall work for and be paid by the COMMISSION. The CONTRACTOR is required to reimburse the COMMISSION for the salary and expenses of the Contract Monitor. Such salary and expenses (to include coverage of employee benefits) shall not exceed \$55,000 in the first year and \$56,650 in the second year. The salary and expenses of the Contract Monitor may be adjusted by the COMMISSION for the second year, at a rate not to exceed the CONTRACTOR'S second year rate of per diem increase. The Contract Monitor will be the official liaison between the COMMISSION and CONTRACTOR on all matters pertaining to the operation and management services of the Facility.

Department or DOC - means the Florida Department of Corrections.

Executive Director - means the Chief Administrative Officer of the Commission.

Facility - means the Gadsden Correctional Facility; the 800 bed minimum and medium custody secure correctional facility located in Gadsden County, Florida which houses female Inmates.

Force Majeure - means the failure of performance of any of the terms and conditions of this Contract resulting from acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the State of Florida or the United States of America or any of their departments, agencies or officials, or any civil or military authority.

Furnishings and Equipment - means the items of personal property included in the Facility inventory attached as Exhibit 1, herein incorporated by this reference. This includes items of personal property purchased with funds from the Inmate Welfare Trust Fund.

Inmate - means any adult female committed to the custody of the DOC, classified by the DOC as minimum or medium security custody, and housed at the Facility and who is qualified for housing in a facility not designated to house "mentally-disordered Inmates" as such term is defined in the staffing plans of the Correctional Medical Authority, or any other person who, by mutual agreement of the parties, is housed at the Facility. The prisoners transferred by DOC shall represent a cross section of the female, medium custody classification, inmate population.

Inmate Assigned to the Facility - means the first day the Inmate is physically at the Facility.

Inmate Day - means each calendar day or part thereof during which an Inmate is assigned to the Facility operated by CONTRACTOR, which for each day will be determined by the Midnight Strength Report.

Operational Plan - means the Policy and Procedure Manual which governs the operation of the Facility. The COMMISSION must approve the Policy and Procedure Manual as well as any proposed changes, prior to being implemented by the CONTRACTOR.

Services Commencement Date - means July 1, 1999.

Standards - means ACA Standards; applicable court orders, including but not limited to orders entered in Celestineo and Costello v. Singletary, Case Nos. 72-109-CIV-J-14 and 72-94-CIV-J-14; The Health Care Standards (HCS's); Health Services Bulletins (HSB's) and guidelines and recommendations of the Correctional Medical Authority; and applicable federal, state and local laws, codes and standards.

State - means the State of Florida.

Unforeseen Circumstances - means those acts or occurrences beyond the reasonable contemplation of the parties at the time of the execution of this Contract that materially alter the financial conditions upon which this Contract is based.

## SECTION ONE

### SCOPE OF WORK

Section 1.1 Purpose. The purpose of this Contract is to establish the terms and conditions under which CONTRACTOR shall operate and manage the Facility.

## SECTION TWO

### TERM OF THE CONTRACT AND REPRESENTATIONS

Section 2.1 Term. The term of this Contract shall be for a period of two (2) years commencing at 12:01 a.m. on the Services Commencement Date and terminating at the expiration of the second year term at 12:00 a.m. on the anniversary of the Services Commencement Date, unless earlier terminated pursuant to the terms of this Contract. The COMMISSION may renew the contract for additional two (2) year periods by giving written notice to

CONTRACTOR of its desire to do so, with concurrence of the CONTRACTOR.

Section 2.2 Representations of COMMISSION. The COMMISSION 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:

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

2.2.2 Disclosure. There is no material fact which materially and adversely affects or in the future will (so far as the COMMISSION can now reasonably foresee) materially and adversely affect the COMMISSION'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.

Section 2.3 Representations of CONTRACTOR. CONTRACTOR represents and warrants to and for the benefit of the COMMISSION,

with the intent that the COMMISSION will rely thereon for purposes of entering into this Contract, as follows:

2.3.1 Organization and Qualification. 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. CONTRACTOR is duly qualified to do business as a foreign corporation in good standing in Florida.

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

2.3.3 No Defaults Under Agreements. CONTRACTOR is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by CONTRACTOR, under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit, or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect

CONTRACTOR'S ability to perform its obligations under this Contract.

2.3.4 Compliance with Laws. Neither CONTRACTOR nor its officers and directors purporting to act on behalf of 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 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 CONTRACTOR'S ability to perform its obligations under this Contract.

2.3.5 No Litigation. Except as previously disclosed in writing to the COMMISSION, there is not now pending or, to the knowledge of the CONTRACTOR, threatened, any action, suit, or proceeding to which CONTRACTOR is a party, before or by any court or governmental agency or body, which might result in any material adverse change in CONTRACTOR'S ability to perform its obligations under this Contract, or any such action, suit, or proceeding related to environmental or civil rights matters; and no

labor disturbance by the employees of CONTRACTOR exists or is imminent which might be expected to materially and adversely affect CONTRACTOR'S ability to perform its obligations under this Contract.

2.3.6 Taxes. 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; CONTRACTOR has no knowledge of any tax deficiency which has been or might be asserted against CONTRACTOR which would materially and adversely affect CONTRACTOR'S ability to perform its obligations under this Contract.

2.3.7 Financial Statements. CONTRACTOR or Guarantor has delivered to the COMMISSION 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 years ended since December 31, 1994. Such financial statements fairly present the financial position of 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.



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

2.3.9 Disclosure. There is no material fact which materially and adversely affects or in the future will (so far as CONTRACTOR can now reasonably foresee) materially and adversely affect CONTRACTOR'S ability to perform its obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the COMMISSION prior to the date hereof. Failure to disclose such material facts, as described above, will provide grounds for termination for false representation.

### SECTION THREE

#### POSSESSION

Section 3.1 Possession of Facility. On the Services Commencement Date, the CONTRACTOR will maintain 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 COMMISSION to enter and inspect same.

Section 3.2 Possession of Furnishings and Equipment. Pursuant to the terms of the RFP, the CONTRACTOR will maintain exclusive use and possession of the Furnishings and Equipment, subject to the terms of this Contract and the COMMISSION'S right to purchase the Furnishings and Equipment at CONTRACTOR'S actual cost, less depreciation. In the event CONTRACTOR cannot establish the actual cost of the Furnishings and Equipment, the parties agree that the COMMISSION will not pay for the Furnishings and Equipment. Items purchased with funds from the Inmate Welfare Trust fund are owned by the State of Florida and shall remain with the Facility in the event of termination or non-renewal of this Contract.

Section 3.3 Inventory. CONTRACTOR shall maintain an inventory of the Furnishings and Equipment. Such inventory shall include the manufacturer, model number, serial number, monetary value (purchase cost) and assigned identification number. The Furnishings and Equipment shall remain in the Facility and may not be removed from the Facility, without prior notification of the Contract Monitor. The COMMISSION shall be entitled to conduct an annual inventory of the Furnishings and Equipment throughout the Term of this Agreement. CONTRACTOR shall cooperate with the COMMISSION in its conducting of all inventories of the Furnishings and Equipment. CONTRACTOR, shall replace all Furnishings, fixtures, and Equipment

within sixty (60) days of the date of discovery of loss, theft, damage or inoperability beyond repair with Furnishings, fixtures and Equipment having equal or greater functional ability, life expectancy and quality. Such replacement equipment shall be added to the inventory. The Contract Monitor shall be notified quarterly, in writing, when an item of Furnishings, fixtures or 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 CONTRACTOR shall be disposed of by CONTRACTOR.

Section 3.4 CONTRACTOR Property. CONTRACTOR may provide such other equipment as it deems necessary which shall be clearly identified and inventoried. This property is not to be confused with the Furnishings and Equipment listed in Exhibit 2. Ownership of this property shall remain with CONTRACTOR and may be removed from the premises at any time by CONTRACTOR; provided that any damage to the Facility resulting from any removal pursuant to this section shall be repaired by CONTRACTOR at the expense of the CONTRACTOR. Any additional CONTRACTOR property purchased CONTRACTOR during the term of this Contract may be purchased by the COMMISSION at the conclusion of the Contract at CONTRACTOR's cost, less depreciation.

Section 3.5 Utilities. CONTRACTOR shall furnish all utilities.

Section 3.6 Maintenance. CONTRACTOR shall maintain the physical structure of the Facility and all tangible personal property contained therein, including the Furnishings and Equipment, in accordance with applicable ACA Standards, 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 the Furnishings and Equipment in good repair, working order and condition and will from time to time make or cause to be made all necessary and proper repairs, including those identified by self-monitoring and COMMISSION inspections such that all replacements and renewals shall thereupon become part of the Facility. It is specifically understood and agreed that CONTRACTOR will implement a preventive and routine maintenance plan and will keep maintenance records. During the term of this Agreement, the COMMISSION shall have no responsibility 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.

Section 3.7 Access to the Facility. The Contract Monitor, Executive Director of the COMMISSION or designated representative and Members of the COMMISSION shall have access at all times, with or without notice, to Inmates and staff and to all areas of the Facility. Other COMMISSION employees and officials, on official

business, shall have access to the Facility when necessary, subject to approval by the COMMISSION.

Section 3.8 Expansion/Renovations. Subject to the prior approval of the COMMISSION, which approval shall not unreasonably be withheld, 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 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 CONTRACTOR, and the same shall become part of the Facility.

Section 3.9 Material Damage or Loss. Promptly after the occurrence of any damage to or loss of the Facility that materially affects the continued operation of the Facility, CONTRACTOR shall notify the COMMISSION of such loss or damage and the COMMISSION and 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 COMMISSION and CONTRACTOR shall determine that such rebuilding, repairing or restoring is practicable and desirable, 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 of 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, and CONTRACTOR and the COMMISSION shall determine whether to repair, rebuild or restore the Facility, CONTRACTOR shall pay from its own moneys that portion of the costs thereof in excess of such proceeds. If the COMMISSION and CONTRACTOR determine not to rebuild, repair or restore the Facility, then this Agreement shall terminate with respect to such Facility thirty (30) days after such determination.

#### SECTION FOUR

##### OPERATION

Section 4.1 General Duties. 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, codes, Court Orders, and required ACA Standards, whether now in effect or hereafter effected or implemented, and in accordance with the Operational Plan and this Contract.

Section 4.2 Assignment Inmates. Beginning on the Services Commencement Date, Inmates will be assigned to the Facility by DOC in accordance with the Agreement and the following:

- Minimum or medium custody security level;
- The inmates transferred by the Department shall represent a cross section of the general female minimum and medium custody inmate population, in accordance with the terms of the Agreement;
- 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, or complete medical records on each Inmate will be forwarded to the Facility within 24 hours of the Inmate's receipt;
- Accompanied by documentation of the amount contained in the Inmate's Commissary account with the funds to be forwarded by DOC to the Facility within ten (10) days of receipt of the Inmate, in compliance with Chapters 33-3.018(5) and 60AA-3.018, Florida Administrative Code (F.A.C.) "Inmate Bank Trust Fund".
- The number of HIV affected inmates at the Facility shall not exceed a pro rata percentage of the total HIV affected

female population system-wide based on the Facility's actual population.

If an Inmate does not meet the qualifications or classification level necessary for classification to the Facility and CONTRACTOR is aware of this before acceptance, CONTRACTOR may refuse to accept the Inmate. If an Inmate is later found not to meet the qualifications or classification level necessary for classification to the Facility, CONTRACTOR may request the transfer of unqualified or improperly classified inmates to a DOC facility pursuant to Sections 4.4 and 4.14.

Section 4.3 Classification. The CONTRACTOR will facilitate the Department in providing a classification program that meets the standards. Chapter 957.06, F.S., identifies specific powers and duties that are not delegable to the CONTRACTOR. To facilitate the performance of these duties, the CONTRACTOR will provide suitable office space for up to twelve DOC classification officers who may be given full-time assignment at the Facility by the Secretary of DOC and whose salaries and benefits are paid by the Department. In the event the Department does not choose to provide Classification Officers the CONTRACTOR will provide these positions.

Section 4.4 Transfers. 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; or
- Administrative transfers used in witness protection cases or to adjust operational capacities.

The CONTRACTOR may request that an Inmate be transferred from the Facility in accordance with the terms of the Agreement.

Section 4.5 Releases. CONTRACTOR will release Inmates in compliance with DOC policy pertaining to release and the requirements of Rules 33-7.006, 33-7.007, 60AA-7.006 and 60AA-7.007, F. A. C. The COMMISSION shall be responsible for costs of bus tickets and gratuity payments associated with inmate releases, up to a maximum of \$55,000.00 per year. CONTRACTOR will be responsible for these costs that exceed the \$55,000 limit.

Rules 33-7.006, 33-7.007, 60AA-7.006, and 60AA-7.007, F.A.C., establish 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, F.A.C., and make payment from its funds to eligible inmates. The COMMISSION shall reimburse the CONTRACTOR for discharge gratuity payments made, up to the aforementioned limit of \$55,000.

Section 4.6 Records and Reports. CONTRACTOR will provide a records and reporting system, both manual and computerized, for Facility operations that is compatible with that used by the Department. Additionally, CONTRACTOR's system will be in compliance with federal, Florida and local laws governing confidentiality and will identify and limit those persons who have control or access. The system will provide for the following:

- Provision of all reports necessary for monitoring of any court-ordered compliance;
- 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;
- Signed release of information forms;
- Appropriate transfer documentation as to legal authority to accept the Inmate;
- Referrals to other agencies;
- Confidentiality and safeguarding of case records to ensure against unauthorized and improper disclosure;

- Maintenance of records and reports; and,
- The retention and storage of logs and records in a manner consistent with DOC policy.
- Equipment that is Year 2000 (Y2K) compliant.

Section 4.7 Management Information System (MIS). CONTRACTOR will maintain a fully compatible electronic data processing (EDP) system to access the Florida Offender Based Management Information System for information purposes with regard to Inmate transfer, Inmate financial records, classification and health services. CONTRACTOR will be responsible for eliminating any problems associated with the year 2000 transitions which are in the CONTRACTOR'S systems and under the control of the CONTRACTOR. CONTRACTOR will ensure that all systems are Y2K compliant.

Section 4.8 Food Service. CONTRACTOR will provide a food service program in compliance with the Standards. and Chapter 957.04 (1)(f), Florida Statutes.

Section 4.9 Inmate Laundry and Clothing. CONTRACTOR will furnish uniforms, including shoes, for Inmates that will be properly sized and fitted, climatically suitable, durable and presentable. CONTRACTOR will provide laundry services in compliance with the Standards to include the following:

- Regular changes of clothing;

- Specialized clothing for Inmates who are involved in activities such as food service, maintenance, etc.; and
- Clean bedding and linen.

Section 4.10 Transportation. CONTRACTOR shall be responsible for inmate transportation in accordance with the terms of the Agreement.

Section 4.11 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.
- 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.

- 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. DOC will be responsible for approving good time credit or monetary compensation for labor performed.
- 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. Included in this annual report shall be an update of the career outlook analysis, concerning information 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.

Section 4.12 Library. CONTRACTOR will provide an Inmate library in compliance with the Standards.

Section 4.13 Inmate Discipline. 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 DOC. Disciplinary hearings will be conducted by Department staff who will make final decisions on Inmate discipline.

Section 4.14 Inmate Health Services. CONTRACTOR will provide medical, dental and mental health services in compliance with the Standards. CONTRACTOR will provide the following services:

- 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 codes and consistent with the judicial orders and consent agreements entered into by the State of Florida in Celestineo and Costello v. Singletary, U.S. District Court, Middle District of Florida, Jacksonville Division, Case Nos. 72-109-CIV-J-14 and 72-94-CIV-J-14.
- 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 DOC for purposes of this Act. Accordingly, the Facility shall be subject to comprehensive surveys by the DOC and the 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 Florida Correctional Medical Authority, prior to the operation of said contracts. The Florida Correctional Medical Authority reviews and recommendations will be presented to the Executive Director of the COMMISSION 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 COMMISSION.

- Limitations on inpatient hospitalization costs - If, in the opinion of the on-site Chief Health Officer, the Inmate cannot be properly treated in the institution, he/she shall refer the Inmate to a medical facility that can provide the necessary treatment. The CONTRACTOR shall not be responsible for inpatient hospitalization costs, excluding any surgery and specialty services, in amounts greater than \$10,000.00 per Inmate per admission, during the first year and \$10,300 during the second year. The increase in the second year is conditioned on the CONTRACTOR receiving an increase in per diem payment as contemplated in Section 6.2, and therefore is subject to appropriation by the Legislature. If inpatient costs exceed the numbers (cap) as described above, any further cost will be assumed by DOC.

- In accordance with the Agreement, CONTRACTOR shall be responsible for providing security for any Inmate admitted to a hospital. Should the security provided by CONTRACTOR continue after the cap has been reached, 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, this includes mileage reimbursement for transporting inmates after the cap has been reached. Any such Inmate will be included in CONTRACTOR'S Midnight Strength Report for any midnight during which the CONTRACTOR is furnishing security for such Inmate. CONTRACTOR shall notify the COMMISSION and DOC as soon as possible (within 12 hours) any time an Inmate is admitted to a hospital.

Medical Services - 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, pre-natal care, 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
  - pre-natal care.
- An infectious disease education program for Inmates which will be consistent with DOC's existing health education program for HIV and AIDS as described in Section 945.35, F.S.
  - 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 such as behavior is established in Section 945.35, F.S., for transmitting or contracting HIV;
    - If the Inmate has a positive tuberculosis skin test or active TB;
    - Any other condition deemed medically necessary by the appropriate medical practitioner; or
  - Collecting a medical copayment for each inmate initiated, non-emergency visit to a health care provider as required by section 945.6037, F.S. The fees collected will be retained by the CONTRACTOR and the same amount will be deducted from the monthly management payment billing as outlined in Section 6.2 of this Contract.

Dental - CONTRACTOR will provide Inmate dental services that will meet or exceed DOC Dental Care standards and the Standards and to include the following components:

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

Mental Health - CONTRACTOR will provide Inmate mental health services which will include the following components:

- Initial intake screening for pre-existing mental health conditions;
- Regular monitoring of Inmates with mental health needs to ensure that appropriate counseling services are provided;
- Evaluation and referral to other DOC facilities for Inmates whose mental health needs are beyond the scope of the Facility's mission;
- Counseling programs; and
- An intensive substance abuse treatment program as part of the Inmate Reintegration Program and as more fully described in Exhibit 1.

Section 4.15 Recreation. CONTRACTOR will provide indoor and outdoor recreation and leisure time programs for the Inmates in compliance with the Standards.

Section 4.16 Access To Courts. CONTRACTOR will provide Inmates access to courts in compliance with the Standards.

Section 4.17 Commissary. CONTRACTOR will provide an Inmate commissary which may include 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. As required by Section 945.215, Florida Statutes Supplement (1998), 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 DOC and deposited monthly in the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF), using the following procedure. Funds generated from operation of the commissary and inmate vending machines shall be deposited into a local bank account established by the Contractor and approved by the COMMISSION, hereinafter called the Commissary Account. CONTRACTOR shall make expenditures to the Commissary Account, with approval of the Contract Monitor, to purchase items for resale in the commissary and for other items as contemplated in Section 945.215, Florida Statutes. CONTRACTOR will send to the Executive Director a monthly report of deposits and expenditures made to the

POIIWTF. This report should include deposits and expenditures made to the Commissary Account.

Funds in the POIIWTF will be appropriated annually by the Legislature for the benefit and welfare of inmates incarcerated in privately operated correctional facilities. Funds appropriated for Fiscal Year 1999-2000 and the approved use of such funds is attached as Exhibit 3. 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 Executive Director to be included in the COMMISSION'S annual Legislative Budget Request. 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.

Expenditures made from the POIIWTF must meet the guidelines of Section 945.215, Florida Statutes. These expenditures may not include items included in the proposal.

The CONTRACTOR will develop and update, as necessary, with the approval of the COMMISSION, 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 provide an independent audit of this fund on an annual basis and the results of the audit will be

made available to the Executive Director of the COMMISSION. CONTRACTOR will send to the Executive Director a monthly report of deposits and expenditures made to the POIIWTF. This report should include deposits and expenditures made to the commissary account.

Section 4.18 Religious Services. CONTRACTOR will provide religious services in compliance with the Standards.

Section 4.19 Mail and Telephone. CONTRACTOR will provide mail and telephone services in compliance with Standards. As required by section 945.215, Florida Statutes Supplement (1998), net receipts from telephone commissions shall be sent to the DOC and deposited monthly in the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF), using the procedure outlined in Section 4.17. Expenditures from this trust fund must meet the guidelines of Section 945.215, Florida Statutes, and may not include items included in the proposal.

The CONTRACTOR shall develop and update, as necessary, with the approval of the COMMISSION, 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 POIIWTF.

Section 4.20 Visitation. 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 the Inmate's custody level and disciplinary status.

Section 4.21 Accreditation. CONTRACTOR will maintain ACA accreditation for the Facility. If CONTRACTOR is prevented from obtaining ACA reaccreditation for the Facility by some action or inaction on the part of the COMMISSION, any Florida State Agencies or other persons outside of CONTRACTOR'S control said time may be extended in writing by the COMMISSION. Any Contract renewal will be contingent upon ACA accreditation.

Section 4.22 Safety and Emergency Procedures. CONTRACTOR will operate and maintain the Facility in compliance with applicable federal, state and local safety and fire codes and in accordance with mandatory Standards.

Section 4.23 Sanitation. CONTRACTOR will provide a Facility sanitation program in compliance with the Standards.

Section 4.24 Grievance Procedure. CONTRACTOR will develop and implement an Inmate grievance system that meets or exceeds the requirements of federal guidelines established under 42 U.S.C. Section 1997.

Section 4.25 Use of Force. CONTRACTOR will develop and implement use of force policies and procedures in compliance with the Standards.

Section 4.26 Gain Time, Change of Custody or Furloughs. CONTRACTOR will provide specific information to DOC for the purposes of award or forfeiture of gain time, change of custody or granting furloughs with the decision for such resting with DOC.

Section 4.27 Sentence Computation. CONTRACTOR shall provide DOC with data and information relating to sentence computation. The decision with respect to sentence computation will rest with DOC.

## SECTION FIVE

### EMPLOYEES

Section 5.1 Independent Contractor. CONTRACTOR is associated with the State, COMMISSION, and Department only for the purposes and to the extent set forth in this Contract. With respect to the performance of the services set out herein, CONTRACTOR is and shall 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. CONTRACTOR's agents and employees shall not accrue from the State, COMMISSION, or DOC leave, retirement, insurance, bonding

or any other benefit afforded to the employees of the State, COMMISSION, or Department as a result of this Contract. CONTRACTOR, its agents and employees shall not be considered agents or employees of the State, COMMISSION, or Department.

Section 5.2 Subcontracts. CONTRACTOR may subcontract for the performance of any of its responsibilities to provide services pursuant to this Management Agreement, provided that no subcontract requiring more than \$500,000 in payments by CONTRACTOR to any subcontractor in any twelve (12) month period may be entered into unless COMMISSION reviews all procedural and operational plans and provides written approval, which approval may not be unreasonably withheld. CONTRACTOR shall furnish to COMMISSION Contract Monitor copies of all subcontracts, without regard to amount of annual payments. Any arrangement by CONTRACTOR with an affiliate, subsidiary or member company to provide services to the Facility shall be subject to the subcontractor provisions of this Section. No contractual relationship shall exist between the COMMISSION and any subcontractor and COMMISSION shall accept no responsibility whatsoever for the conduct, actions, or omissions of any subcontractor selected by CONTRACTOR. CONTRACTOR shall be responsible for the management of the subcontractors in the performance of their work. A subcontractor may not work directly with the COMMISSION in any manner and shall not be included in contract negotiations, renewals, audit or any other discussions except at the request of the COMMISSION.



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

CONTRACTOR is encouraged to spend 24% of the moneys actually expended for commodities; and 50.5% of the moneys actually expended for contractual services with certified minority business enterprises.

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 the Bureau of Minority Business Assistance of the Department of Management Services.

Section 5.3 Personnel. Operator 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 and this Contract.

- Positions will be staffed with qualified employees in accordance with the Staffing Pattern which is attached to this Contract as Exhibit 1 and herein incorporated by this reference.
- Sufficient staff shall be employed at all times to ensure that all positions identified as critical complement positions on

the approved staffing pattern indicated by an asterisk are manned for each shift, unless a departure from the staffing pattern has been approved in writing by the Executive Director of the Commission. CONTRACTOR shall be required to fill those marked positions to maintain the Critical Complement using overtime or other staff members to ensure that the staffing levels do not decrease below the established Critical Complement.

- 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 450 hours per week.
- The use of part-time staff in supervisory positions is forbidden.
- 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 an employee 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. Any vacant position shall be filled as soon as possible by CONTRACTOR. CONTRACTOR shall notify the COMMISSION'S Contract Monitor each month, in writing, of vacant positions. CONTRACTOR agrees to exercise due diligence to attempt to fill any vacant positions within fourteen (14) days. In the event that a position remains

vacant longer than the time specified herein, CONTRACTOR shall immediately notify the Authorized Representative of the COMMISSION and the COMMISSION'S Contract Monitor of that fact and provide evidence that due diligence has been exercised. As long as CONTRACTOR has exercised and continues to exercise due diligence to fill the position, the fact that the position remains vacant shall not constitute an Event of Default, but if CONTRACTOR has less than the required number of employees an amount equal to the salary for the position(s) pro-rated for the number of days vacant will be deducted from the monthly per diem paid by the COMMISSION, until such time as the position is filled.

- 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.

Section 5.4     Background Checks. All employees who work at the Facility on a routine basis, shall be subjected to a thorough background check, including criminal and employment history and a drug test, prior to being hired by CONTRACTOR for assignment to the Facility. CONTRACTOR will provide for the background checks, the results of which shall be made available to the COMMISSION upon request. Criminal history checks will be conducted by the Florida Department of Law Enforcement and FBI on all security staff.

Volunteer workers who work at the facility on a routine basis shall be subjected to a criminal history and an employment history check.

Section 5.5 Training. CONTRACTOR will provide training programs in compliance with the Standards including, but not limited to, Chapters 943 and 957.05, Florida Statutes, The Florida Department of Law Enforcement Division of Training, Florida DOC Rule 33-25 and training rules of the Florida Department of Administration.

## SECTION SIX

### COMPENSATION AND ADJUSTMENTS

Section 6.1 Management Payment. This payment reflects operating costs and does not include debt service numbers. Compensation will be based on two per diem rates in year one: the first rate is based on inmate populations up to 768, the second, \$2.30 is included for maintenance of the Facility. In year two compensation will be based on three per diem rates: the additional per diem rate will be based on the number of inmates exceeding 768 up to a maximum capacity of 800 inmates.

#### Compensation Year One:

The COMMISSION will compensate the CONTRACTOR at the following per diem rates (per Inmate per day):

\$50.95 for up to 768 inmates and

\$2.30 per inmate up to 768, for maintenance.

Compensation Year Two:

The COMMISSION will compensate the CONTRACTOR at the following per diem rates (per Inmate per day) for the second year:

\$52.48 for the first 768 inmates and

\$39.91 for each inmate over 768, and

\$2.30 per inmate up to 768, for maintenance.

The COMMISSION and the CONTRACTOR agree that the amount payable to the CONTRACTOR during year one of the Contract could exceed the appropriation in line item 569 of the 1999-2000 General Appropriation Act. It is contemplated that up to \$600,000 of additional funds will be paid from the unexpended balance of line item 573 of the fiscal year 1999-2000 General appropriations Act. CONTRACTOR agrees that payments from available funds as listed above will constitute the State of Florida's full obligation for payment of this Contract for fiscal year 1999-2000. CONTRACTOR also agrees that no additional appropriations will be sought from either the Legislature or the Governor's Office for fiscal year 1999-2000.

To reduce the impact that high occupancy rates would have on the available funds, (a) the COMMISSION agrees to take such steps as are necessary and within its authority to limit the average daily population of the Facility during year one of the Contract to 768 and (b) the CONTRACTOR agrees to provide all required staff and services for up to 768 inmates at a cost that does not exceed the

total appropriated funds, which includes the funds in the above referenced line items and appropriated Inmate Welfare Trust Fund dollars. In the event that the providing of all required staff and services exceeds the total appropriated funds, the CONTRACTOR agrees to provide the staff and services at no additional cost. The CONTRACTOR also agrees that any costs it might incur in excess of the total appropriated funds shall not be construed by the CONTRACTOR to constitute a breach of contract by the COMMISSION pursuant to Section 9.1 of the Contract or give rise to an exercise by the CONTRACTOR of its right to terminate the Contract pursuant to Section 9.10 of the Contract.

The COMMISSION is allowing a three percent (3%) increase in the second year per diem rates in order to recognize that operating costs are subject to inflation, however; (1) the COMMISSION reserves the right to adjust these rates downward so that the 2nd year rates do not exceed system-wide female facility per prisoner operating costs of DOC and (2) the actual operating costs allowed for each of the two years of the base contract are subject to legislative appropriations.

Section 6.2 Billings. The COMMISSION agrees to pay for contracted services according to the conditions of this Contract.

Invoices for compensation for services or expenses will be submitted in detail sufficient for a proper preaudit and postaudit thereof.

The Daily Inmate Population count will be verified by the DOC. If there is a discrepancy between the CONTRACTOR'S and DOC'S count, the DOC count will be used in calculating the per diem payment.

The contracted first year per diem rate as stated in Section 6.1, includes a deduction from the payment to the CONTRACTOR for the salary of the facility Contract Monitor of \$55,000.00 in the first year and \$56,650.00 in the second year. The increase in the second year is conditioned upon an increase in the contracted per diem rates and, as such, is subject to appropriation by the legislature.

The medical copayment fees paid by inmates as required in Section 4.14 of this Contract will also be deducted from the amount paid to the CONTRACTOR. The CONTRACTOR will retain the fees collected and the same amount will be deducted from the billing. As supporting documentation, the CONTRACTOR will attach to the billing, a summary statement of fees collected from inmates. The amount of the fees will remain in the General Revenue Fund as required by Section 945.6037, Florida Statutes.

Submit invoices for compensation for services or expenses as referenced in Section 6.2 of the Contract to the following:

ATTN: Jim Bidy  
Deputy Director for Administration  
Florida Department of Corrections  
2601 Blairstone Road  
Tallahassee, Florida 32399-2500

AND

C. Mark Hodges, Executive Director  
Correctional Privatization Commission  
Office of the Executive Director  
4050 Esplanade Way  
Mail Stop - Pepper Bldg, Suite 680  
Tallahassee, Florida 32399-7016

Name and Address of Payee

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

Corrections Corporation of America  
Post Office Box 60854  
Charlotte, NC 28260

Interest penalties: Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the CONTRACTOR'S rights and the COMMISSION'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 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 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 40 days, a separate interest penalty of .03333 percent per day will be due and payable, in addition to the invoice amount, to the vendor. The interest penalty provision applies after a 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 vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendor who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 904/488-2924 or by calling the State Comptroller's Hotline, 1-800/848-3792.

The method of payment outlined in this section is subject to legislative action, allowing for such process. Should changes to the method of payment outlined in this section be necessary, such changes will be provided for in the form of an amendment to this Contract.

Section 6.3 Adjustments to Compensation. The COMMISSION recognizes that 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 COMMISSION written notice and documentation supporting an adjustment to compensation. The COMMISSION will review and approve, approval to not be unreasonably withheld, the adjustment to compensation. The COMMISSION 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 in 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 standards or unforeseen circumstances which changes the scope of services, shall be subject to adequacy of appropriated funds, sufficient to cover the compensation change.

Section 6.4 Supplemental Compensation. In the event that, pursuant to Section 3.9, CONTRACTOR proposes to expand the capacity of the Facility and the COMMISSION approves such a proposal, the CONTRACTOR shall be eligible for supplemental compensation for any

inmates housed in the Facility in excess of 800 inmates. The per inmate, per day rate of any such supplemental compensation will be an amount mutually agreed upon by the COMMISSION and the CONTRACTOR and shall not be greater than the maximum allowable pursuant to Section 957.07, F.S., and shall be subject to legislative appropriation.

## SECTION SEVEN

### INDEMNIFICATION AND INSURANCE

Section 7.1 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 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 CONTRACTOR's, or its subcontractors' (if any) 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 save harmless, the State and the COMMISSION, 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 thereof 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 judgement 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, 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 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 CONTRACTOR. CONTRACTOR also agrees to assume responsibility for, hold harmless, defend and 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.

Section 7.2 Legal Proceedings. 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.

Section 7.3 Insurance. The CONTRACTOR shall maintain 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 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 maintain 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 maintain 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 year tail coverage shall be provided for the same amounts and aggregate as detailed above.

The CONTRACTOR shall maintain 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 maintain 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 maintain and provide proof of premises liability insurance (which should be included in any general liability coverage) and property coverage (fire and extended coverage) for the full value of all the moveable contents of the buildings, structures or other facilities operated by the CONTRACTOR and its subcontractors.

The CONTRACTOR shall 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.

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 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 the State 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.

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 be construed as being the maximum any prospective 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.

Section 7.4 Certificate of Insurance and Cancellation. During the performance of the management services hereunder, CONTRACTOR shall maintain the plan of insurance and submit a Certificate of Insurance to the COMMISSION for the mutual protection and benefit of it and the COMMISSION, naming the COMMISSION as co-insured and entitled to all notices issued under the policy, to cover claims that may arise out of or result from CONTRACTOR's operation and management services hereunder, whether same be by 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 COMMISSION 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 COMMISSION at least fifteen (15) days after receipt by CONTRACTOR.

Section 7.5 Defense/Immunity. By entering into the Contract, neither the State, COMMISSION, or DOC nor 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.

Section 7.6 Notice of Claims. Within five (5) calendar days after receipt of a summons in any action by the COMMISSION or DOC, or of any agent, employee or officer thereof, or within five (5) calendar days of receipt by the COMMISSION or DOC, or of any agent, employee or officer thereof, of notice of claim, the COMMISSION, DOC, or any agent, employee or officer, shall notify CONTRACTOR in writing of the commencement thereof. The notice requirement is intended to ensure that CONTRACTOR's defense of the claim is not harmed by failure to comply with the notice requirements. Failure to comply with the notice requirements can result in CONTRACTOR's refusal to indemnify the COMMISSION, DOC, or any agent, employee or officer if such failure to notify results in a prejudice to CONTRACTOR, the COMMISSION, DOC, or any agent, employee or officer. CONTRACTOR will provide the COMMISSION or DOC similar notice of claims.

Section 7.7 Prior Occurrences. The CONTRACTOR shall not be responsible for any losses or costs resulting from litigation pending at the time this Contract is effective or for lawsuits arising thereafter relating to events or conditions which occurred or existed prior to the effective date of the Contract. CONTRACTOR agrees to cooperate with the State in the defense of these suits. The COMMISSION recognizes that any settlement or judgment in such cases may lead to a request that the compensation be increased pursuant to Section 6.3.

Section 7.8 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.

#### SECTION EIGHT CERTAIN PROHIBITION

The CONTRACTOR acknowledges the provisions of Chapter 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:

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

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

## SECTION NINE

### DEFAULT AND TERMINATION PROVISIONS

Section 9.1 COMMISSION Breach. Each of the following shall constitute a breach of Contract on the part of the COMMISSION:

- After appropriation of adequate funds by the State, failure by the COMMISSION to make payments to CONTRACTOR under the guidelines of Chapter 215.422, Florida Statutes.
- The persistent or repeated failure or refusal by the COMMISSION to substantially fulfill any of its obligations under this Contract, unless justified by an Force Majeure or unless excused by agreement or by CONTRACTOR's default.

Section 9.2 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 Agreement to be kept, observed, met, performed, or complied with by CONTRACTOR hereunder, which such failure continues for

- a period of twenty (20) days after CONTRACTOR has written notice thereof;
- (b) A material failure to meet or comply with any Court Order, ACA Standard, 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 Section 4.21 hereof;
  - (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 it 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.

Section 9.3 Notice of Breach. Except for the COMMISSION's obligations to make payments to 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 timely 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.

Section 9.4 Time to Cure. In the event of a Breach of Contract of the type specified in Section 9.2 (a) or (b) occurs and CONTRACTOR reasonably believes (i) that such Breach of Contract cannot be cured within the twenty (20) days allowed to cure such Breach of Contract in Section 9.2 (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 CONTRACTOR, within a reasonable period not to exceed six (6) months, unless extended by COMMISSION, then CONTRACTOR may, within the twenty (20) day cure period, submit a plan for curing the Breach of Contract to the Executive Director of the COMMISSION (which plan shall show in detail by what means CONTRACTOR proposes to cure the Breach of Contract). Upon receipt of any such plan for curing a Breach of Contract, COMMISSION shall promptly review such plan and, at its



discretion, which must be reasonable in the circumstances, may allow, or disallow, CONTRACTOR to pursue such plan of cure. The decision of COMMISSION will be communicated in writing to CONTRACTOR. COMMISSION agrees that it will not exercise its remedies hereunder with respect to such Breach of Contract for so long as CONTRACTOR diligently, conscientiously, and timely undertakes to cure the Breach of Contract in accordance with the approved plan. If COMMISSION does not allow CONTRACTOR an extension of the cure period, the twenty (20) day time period shall be tolled during the period of time the request is pending before the COMMISSION.

Section 9.5 Remedy of COMMISSION. Upon the occurrence of a Breach of Contract by CONTRACTOR, COMMISSION 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, (ii) taking action to cure the Breach of Contract, in which case the Executive Director of the COMMISSION may offset against any payments owed to CONTRACTOR all reasonable costs incurred by COMMISSION in connection with its efforts to cure such Breach of Contract, (iii) assessment of liquidated damages, in an amount not to exceed \$500 per day during which the breach continues, (iv) termination and removal of CONTRACTOR as the operator of the Facility and the offsetting against any payments owed to CONTRACTOR by COMMISSION of any reasonable amounts expended by COMMISSION to cure the Breach of Contract, including a reasonable attorney's fee. In the event of

CONTRACTOR'S removal as CONTRACTOR due to a Breach of Contract, COMMISSION shall have no further obligations to CONTRACTOR after such removal and CONTRACTOR agrees to comply with Sections 9.9 & 11.6 hereof with respect to the transition to new management.

Section 9.6 Remedy of CONTRACTOR. Upon a Breach of Contract by COMMISSION, CONTRACTOR'S sole remedy shall be to terminate this Agreement. Upon such termination, CONTRACTOR shall be entitled to receive from COMMISSION payment for all services satisfactorily furnished under this Agreement up to and including the date of termination.

Section 9.7 Force Majeure. The failure of performance of any of the terms and conditions of this Contract due to Force Majeure shall not be a breach or an Event of Default pursuant hereto.

Section 9.8 Termination for Non-Appropriation. The payment of compensation hereunder by the COMMISSION 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 COMMISSION shall have the right to terminate this Contract without penalty.

Section 9.9 Contract Termination and Control of a Correctional Facility by the Department. A detailed plan must be provided by

CONTRACTOR under which the Department will assume control of the Facility upon termination of the contract. The COMMISSION may terminate the contract with cause after written notice of material deficiencies and after 20 workdays in order to correct the material deficiencies. 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 COMMISSION shall request that the Department temporarily assume control of the Facility. A plan must also be provided by CONTRACTOR for the purchase and assumption of operations of the Facility by the Department in the event of bankruptcy or the financial insolvency of CONTRACTOR. CONTRACTOR must provide an emergency plan to address inmate disturbances, employee work stoppages, strikes, or other serious events in accordance with standards of the American Correctional Association.

Section 9.10 Termination. Either party may terminate this Contract for any reason by giving the non-terminating party written notice, ninety (90) days prior to the termination effective date.

## SECTION TEN

### CONTRACT MONITOR

Section 10.1 Contract Monitor. The Contract Monitor will be the official liaison between the COMMISSION and CONTRACTOR. All

official communications shall take place through the Contract Monitor and CONTRACTOR, unless the COMMISSION directs otherwise. CONTRACTOR will report all unusual incidents to the Contract Monitor as soon as practicable.

Section 10.2 The Contract Monitor's Use of Facility Space. CONTRACTOR shall make work space available at the Facility to the Contract Monitor. Contract Monitor work space must be approved by the Executive Director of the COMMISSION.

Section 10.3 Self-Monitoring. CONTRACTOR shall continually conduct self-monitoring, utilizing a comprehensive self-monitoring plan providing for both Facility-level and Corporate-level Self-Monitoring. CONTRACTOR shall designate an employee as the staff member responsible for continuous self-monitoring of the Facility. CONTRACTOR shall report findings of all self-monitoring to the Contract Monitor, as soon as practicable.

## SECTION ELEVEN

### MISCELLANEOUS PROVISIONS

Section 11.1 Non-Discrimination. The provisions of law governing the participation of minority business enterprises are applicable

to this Operation and Management Services Contract. The Florida Statutes, provide goals to be used to identify commodities; contractual services; architectural and engineering services; and construction contracts. CONTRACTOR is encouraged to spend 24% of the moneys actually expended for commodities; and 50.5% of the moneys actually expended for contractual services with certified Minority Business Enterprises. As used in the RFP, 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 the Bureau of Minority Business Assistance of the Department of Management Services. In the event such goals cannot be met, CONTRACTOR shall be required to demonstrate that it made a good faith effort to achieve such goals. Factors to be considered in whether CONTRACTOR made a "good faith effort" shall include, but not be limited to, those factors set forth in Section 287.09451, Florida Statutes. CONTRACTOR will be required to provide the Contract Monitor with a semi-annual report concerning minority participation, which shall include percentages concerning goal achievement.

Section 11.2 Operational Plan Requirements. As a condition precedent to commencement of services hereunder and, prior to the Services Commencement Date, CONTRACTOR shall provide COMMISSION, for COMMISSION'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; (i) all aspects of Facility operations, (ii) 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, (iii) continuous self-monitoring by Facility staff, and (iv) procedures for assumption of operations by the COMMISSION in the event of 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; and
- Job descriptions for each position, inclusive of salary range, education and experience requirements, descriptions of job duties, full-time or part-time designation, etc.

CONTRACTOR shall notify COMMISSION in writing of desired changes in, or additions to, the Operational Plan with regard to CONTRACTOR policies and procedures, emergency procedures/security manual, post orders, and job descriptions. The manual will be submitted to the COMMISSION for review prior to the scheduled Services Commencement Date. The COMMISSION will review the manual and return it to CONTRACTOR within 30 days of receipt. No such changes shall be

implemented prior to CONTRACTOR's receipt of written approval from the Executive Director of the COMMISSION. A material breach of the Operational Plan shall be regarded as a breach of this Agreement.

Section 11.3 Books and Records. CONTRACTOR shall keep, at the Facility, proper and complete books, records, and accounts with respect to the Facility and all subcontractor(s) thereof; and permit the Contract Monitor and designees of COMMISSION'S Authorized Representative to inspect the same at all reasonable times and make and take away copies thereof.

Section 11.4 Maintenance of Corporate Existence and Business. 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. 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 CONTRACTOR'S ability to perform its obligations under this Agreement.

Section 11.5 SEC Reports. CONTRACTOR and Guarantor shall, on a timely basis, provide COMMISSION 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 CONTRACTOR with the Securities and Exchange Commission. Prior to the execution of this Agreement,

CONTRACTOR shall provide COMMISSION with their most recent Form 10-K and any Form 10-Q's or Form 8-K's filed.

Section 11.6 Transition. Upon the termination of this Agreement, CONTRACTOR agrees to work with COMMISSION and/or DOC under COMMISSION and/or DOC management supervision, in accordance with Section 9.9 of this Contract, for a period of sixty (60) days to ensure an orderly and efficient transition from CONTRACTOR management to COMMISSION and/or DOC management (or management by a third party) of the Facility. During this transition period, CONTRACTOR will transfer all Inmate and maintenance records to COMMISSION and/or DOC.

Section 11.7 Taxes, Liens and Assessments.

- 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 by 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 COMMISSION and the Financing Corporation; and (iv) pay all utility charges, including "service charges", incurred or imposed with respect to the Facility.

- CONTRACTOR may, at its expense and in its own name or in the name of the Financing Corporation in good faith (i) claim or defend any tax exemption for the Facility to which it believes it is entitled to claim or defend, or (ii) contest any such taxes, assessments, liens and other charges and, in the event of any contest, may permit the taxes, assessments, liens or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the COMMISSION, the Trustee or the Bond Insurer shall notify the COMMISSION that, in the Opinion of Counsel, by non-payment of any such items the security afforded pursuant to the terms of the Indenture or this Agreement will be materially endangered, in which event such taxes, assessments, liens or charges shall be paid forthwith or such other action shall be taken as to remove such danger.

Section 11.8 Copies of Documents. Prior to the execution of this Agreement and as an on-going requirement, the CONTRACTOR shall provide the COMMISSION on a timely basis copies of the following documents:

- All original and renewed insurance certificates clearly indicating compliance with Section 7.3;
- Tax receipts or other appropriate documentation indicating the CONTRACTOR'S payments to the taxing authorities to indicate compliance with Section 11.7.
- Use of force reports, serious incident reports and self audits will be provided to the Contract Monitor.

Section 11.9 Reimburse Expenses. In the event that CONTRACTOR fails to comply with Sections 11.3 and 11.8, CONTRACTOR shall pay actual expenses for COMMISSION to employ an agent or for a COMMISSION employee to visit the offices of the CONTRACTOR or CONTRACTOR'S Parent Corporation to make and take away copies of the documents necessary to comply with Sections 11.3 and 11.8.

Section 11.10 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.

Section 11.11 Counterparts. This Contract may be 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.

Section 11.12 Interpretation. The headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

Section 11.13 Terminology and Definitions. All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

Section 11.14 Disputes. Any controversy, claim, or dispute arising out of or in connection with this Contract, including without limitation intended, the meaning or application of any provision of this Contract or the performance of any obligation under this Contract, the sole and exclusive remedy shall be an Administrative Hearing in accordance with Chapter 60-4, Florida Administrative Code.

Section 11.15 Venue. The Contract shall be interpreted by the laws of the State of Florida and Florida shall be the venue in the event any action is filed on the contract.

Section 11.16 Amendments. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

Section 11.17 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.

Section 11.18 Binding Nature. This Contract shall not be binding upon the parties until it is approved and executed by both parties.

Section 11.19 Assignment. CONTRACTOR or Guarantor may, upon notice to the COMMISSION, assign the proceeds of this Contract. CONTRACTOR shall not assign or subcontract any or all of the services to be performed pursuant to this Contract, without the consent, guidance and prior express written approval of the COMMISSION.

Section 11.20 Access To Records. The Commission 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 Chapter 119, Florida Statutes.

Section 11.21 Convicted Vendor Prohibition. Pursuant to Section 287.133(3)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not, inter alia, perform work as a contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold of \$10,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

I hereby certify that neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employers, members, or agents who are active in the management of the entity, nor any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. I also understand that I am required to notify the Commission if any change in the information contained in this sworn statement.

Section 11.22 Notices. All notices shall be sent certified mail, return receipt requested to:

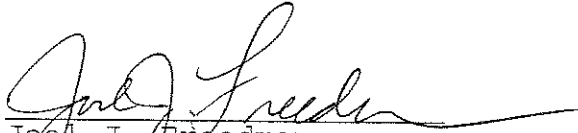
COMMISSION: C. Mark Hodges, Executive Director  
Correctional Privatization Commission  
4030 Esplanade Way, Suite 315  
Tallahassee, Florida 32399-0950

CONTRACTOR: Facility Administrator; and  
Linda G. Cooper, Vice President/Legal Affairs  
Corrections Corporation of America  
10 Burton Hills Boulevard  
Nashville, Tennessee 37205

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


STATE OF FLORIDA, CORRECTIONAL PRIVATIZATION COMMISSION

BY:

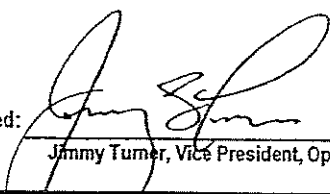
  
Joel J. Freedman  
Chairperson

CORRECTIONS CORPORATION OF AMERICA

BY:

  
Michael Quinlan  
It's President

**GADSDEN CORRECTIONAL FACILITY**  
**Quincy, Florida**  
**1,036 Beds**

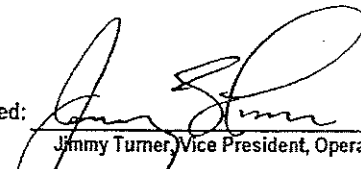
Approved:  06/26/03  
 Jimmy Turner, Vice President, Operations Date

<b>STAFF DEPLOYMENT BY SHIFT &amp; POSITION</b>	
MANAGEMENT/SUPPORT	18.00
SECURITY/OPERATIONS	60.00
UNIT MANAGEMENT	105.00
SERVICES	10.00
PROGRAMS	16.00
HEALTH SERVICES	29.00
EDUCATION	19.00
<b>TOTAL</b>	<b>257.00</b>

<b>MANAGEMENT/SUPPORT</b>	<b>1ST Shift</b>	<b>2ND Shift</b>	<b>3RD Shift</b>	<b>Days Covered</b>	<b>Relief Factor</b>	<b>Total Staff</b>
Warden	1	0	0	0	1.00	1.00
Assistant Warden	2	0	0	5	1.00	2.00
Training Manager	1	0	0	5	1.00	1.00
Business Manager	1	0	0	5	1.00	1.00
Bookkeeper	1	0	0	5	1.00	1.00
Accounting Clerk	2	0	0	5	1.00	2.00
Manager, Human Resources	1	0	0	5	1.00	1.00
Manager, Quality Assurance	1	0	0	5	1.00	1.00
Investigator	1	0	0	5	1.00	1.00
Safety Manager	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
Mailroom Clerk	2	0	0	5	1.00	2.00
Administrative Clerk	2	0	0	5	1.00	2.00
Receptionist	1	0	0	5	1.00	1.00
<b>TOTAL</b>						<b>18.00</b>

<b>SECURITY/OPERATIONS</b>	<b>1ST Shift</b>	<b>2ND Shift</b>	<b>3RD Shift</b>	<b>Days Covered</b>	<b>Relief Factor</b>	<b>Total Staff</b>
Chief of Security	1	0	0	5	1.00	1.00
<b>Shift Supervisor</b>	1	1	1	7	1.72	5.00
Assistant Shift Supervisor	1	1	1	7	1.72	5.00
* Intake/Property Officer	1	0	0	5	1.00	1.00
* Education Officer	1	0	0	5	1.00	1.00
* <b>Central Control Officer</b>	1	1	1	7	1.72	5.00
* <b>Perimeter Patrol 1 (Mobile)</b>	1	1	1	7	1.72	5.00
* <b>Perimeter Patrol 2 (Mobile)</b>	1	1	1	7	1.72	5.00
* Work Detail Officer	2	0	0	5	1.00	2.00
* Recreation Officer	1	1	0	7	1.72	3.00
* Utility/Search & Escort Officer	5	4	1	7	1.72	17.00
* Medical Officer (Clinic)	1	0	0	5	1.00	1.00
* Medical Officer (Sick Bay)	1	1	1	7	1.72	5.00
* Kitchen Officer	1	0	0	7	1.72	2.00
* Laundry Officer	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
<b>TOTAL</b>						<b>60.00</b>

**GADSDEN CORRECTIONAL FACILITY**  
**Quincy, Florida**  
**1,036 Beds**

Approved:  6/24/03  
 Jimmy Turner, Vice President, Operations Date

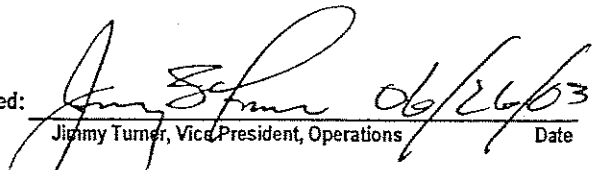
	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
<b>UNIT MANAGEMENT</b>						
<b>Dorms A (4 Pods)</b>						
Unit Manager	1	0	0	5	1.00	1.00
SCO	1	1	0	7	1.72	3.00
* Pod Control Officer	2	2	2	7	1.72	10.00
* Housing Officer	2	2	2	7	1.72	10.00
<b>Dorms B (4 Pods)</b>						
Unit Manager	1	0	0	5	1.00	1.00
SCO	1	1	0	7	1.72	3.00
Pod Control Officer	2	2	2	7	1.72	10.00
Housing Officer	2	2	2	7	1.72	10.00
<b>Dorms C (4 Pods)</b>						
Unit Manager	1	0	0	5	1.00	1.00
SCO	1	1	0	7	1.72	3.00
* Pod Control Officer	2	2	2	7	1.72	10.00
* Housing Officer	2	2	2	7	1.72	10.00
<b>Dorms D (4 Pods) &amp; Segregation</b>						
Unit Manager	1	0	0	5	1.00	1.00
SCO	0	1	0	7	1.72	2.00
* Pod Control Officer	2	2	2	7	1.72	10.00
* Housing Officer	2	2	2	7	1.72	10.00
* Pod Control Officer (Segregation)	1	1	1	7	1.72	5.00
* Housing Officer (Segregation)	1	1	1	7	1.72	5.00
<b>TOTAL</b>						<b>105.00</b>

	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
<b>SERVICES</b>						
Warehouse Worker	1	0	0	5	1.00	1.00
Maintenance Supervisor	1	0	0	5	1.00	1.00
Maintenance Worker	4	0	0	5	1.00	4.00
Support Services Manager	1	0	0	5	1.00	1.00
** Food Service Manager	1	0	0	5	1.00	Contract
** Assistant Food Service Manager	1	1	0	5	1.00	Contract
** Food Service Worker	2	2	0	7	1.72	Contract
*** Commissary Coordinator	1	0	0	5	1.00	1.00
*** Warehouse/Commissary Worker	2	0	0	5	1.00	2.00
<b>TOTAL</b>						<b>16.00</b>

	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
<b>PROGRAMS</b>						
Addiction Treatment Manager	1	0	0	5	1.00	1.00
Addiction Treatment Coordinator	1	0	0	5	1.00	1.00
Addiction Treatment Counselor	9	0	0	5	1.00	9.00
Administrative Clerk	1	0	0	5	1.00	1.00
*** Addiction Treatment Counselor	1	0	0	5	1.00	1.00
*** Recreation Supervisor	1	0	0	5	1.00	1.00



**GADSDEN CORRECTIONAL FACILITY**  
**Quincy, Florida**  
**1,036 Beds**

Approved:  06/26/03  
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PROGRAMS	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
*** Chaplain	1	0	0	5	1.00	1.00
*** Administrative Clerk	1	0	0	5	1.00	1.00
<b>TOTAL</b>						<b>16.00</b>

HEALTH SERVICES	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
Health Services Administrator	1	0	0	5	1.00	1.00
Physician	1	0	0	5	1.00	1.00
A.R.N.P.	1	0	0	5	1.00	1.00
Clinical Supervisor	1	0	0	5	1.00	1.00
RN	1	1	1	7	1.72	6.00
LPN	2	2	1	7	1.72	9.00
Psychologist	1	0	0	5	1.00	1.00
Mental Health Specialist	2	0	0	5	1.00	2.00
Dentist	1	0	0	5	1.00	1.00
Dental Assistant	1	0	0	5	1.00	1.00
Dental Hygienist	1	0	0	5	1.00	1.00
Medical Records Clerk	1	1	0	5	1.00	2.00
Administrative Clerk	1	1	0	5	1.00	2.00
Physician (OBGYN)				PRN / CONTRACT		
Psychiatrist				PRN / CONTRACT		
<b>TOTAL</b>						<b>29.00</b>

EDUCATION	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
Principal	1	0	0	5	1.00	1.00
Academic Instructor	5	0	0	5	1.00	5.00
Academic Instructor (Part-Time)	1	0	0	5	0.50	0.50
Vocational Instructor	5	0	0	5	1.00	5.00
Secretary	1	0	0	5	1.00	1.00
*** Education Counselor	1	0	0	5	1.00	1.00
*** Academic Instructor - ABE	1	0	0	5	1.00	1.00
*** Academic Instructor - Parenting	1	0	0	5	1.00	1.00
*** Vocational Instructor - Commercial Cleaning	1	0	0	5	1.00	1.00
*** Vocational Instructor (Part-Time)	1	0	0	5	0.50	0.50
*** Librarian	1	0	0	5	1.00	1.00
*** Library Aide	1	0	0	5	1.00	1.00
<b>TOTAL</b>						<b>19.00</b>

\* Post positions included in the Correctional Officer Job Description.

GADSDEN1036-06/23/03

\*\* Positions hired under a contractual or fee basis for services rendered.

\*\*\*Salaries and benefits reimbursed from the Inmate Welfare Fund.

**Bold - Critical Staffing**

**GADSDEN CORRECTIONAL FACILITY**

**Quincy, Florida**

**1,036 Beds**

Approved: \_\_\_\_\_

Jimmy Turner, Vice President, Operations

Date \_\_\_\_\_

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<u>Ratios:</u>	<u>CCA</u>	<u>Nat'l Avg.**</u>
Correctional Officer to Inmate (130)	1:8.0	1:5.4
Uniformed Staff to Inmate (159)	1:6.5	1:4.5
Total Staff to Inmate ( 267 - includes contract staff)	1:3.9	1:3.1

\*\*Source: The 2001 Corrections Yearbook - Adult Corrections