

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

BETWEEN

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

AND

CORRECTIONS CORPORATION OF AMERICA

FOR BAY CORRECTIONAL FACILITY

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

WHEREAS, on August 28, 1998, the STATE OF FLORIDA, CORRECTIONAL PRIVATIZATION COMMISSION ("COMMISSION") and CORRECTIONS CORPORATION OF AMERICA ("CONTRACTOR") entered into an OPERATION AND MANAGEMENT SERVICES CONTRACT ("CONTRACT") relating to the Bay 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:

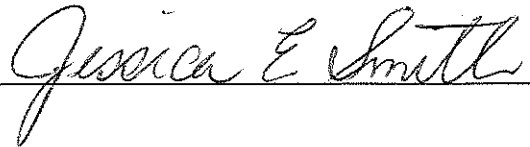
NOW THEREFORE, the parties agree to amend the CONTRACT as follows:

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.

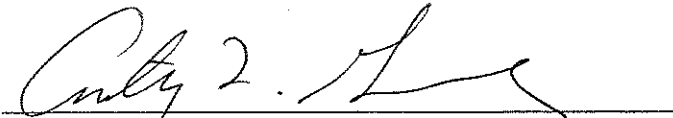
IN WITNESS WHEREOF, the undersigned authorized persons have executed this Addendum on behalf of their respective parties effective the first day of June, 2004.

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: 

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

BETWEEN

**THE STATE OF FLORIDA
CORRECTIONAL PRIVATIZATION COMMISSION**

AND

CORRECTIONS CORPORATION OF AMERICA

**FOR
BAY CORRECTIONAL FACILITY**

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

THIS OPERATION AND MANAGEMENT SERVICES CONTRACT, dated as of the 1st day of JULY 2003, by and between THE STATE OF FLORIDA, Correctional Privatization Commission ("COMMISSION") and the 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 3.7 Major Maintenance and Repair Reserve Fund- shall be amended in part to read as follows:

The CONTRACTOR shall make and be responsible for all routine and necessary repairs of the Facility and all Facility furnishings, fixtures and equipment so long as the cost associated with any maintenance or repair is \$5,000 or less (per item, per occurrence). Routine and necessary repairs shall be defined as any maintenance or repair which has a cost of \$5,000 or less (per item, per occurrence). It is the responsibility of the COMMISSION and the Department to automatically withdraw 1/12 of \$ 79,567.50 on the 1st day of each month from July 1, 2003 to June 30, 2004, and deposit it into the Grants & Donations Fund under the Department of Management Services for the purpose of Maintenance and Repair.

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

Article 4.14 Inmate Health Services

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 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 two per diem rates: the first rate is based on 90%

occupancy and the second rate is based on the number of inmates exceeding the 90% occupancy. Compensation will be adjusted monthly to reimburse the COMMISSION for property taxes, the salary and expenses (to include coverage of employee benefits) of the Contract Monitor and the salaries of other additional staff positions.

Compensation through June 30, 2004:

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

Per Diem rates:

\$58.26 times the minimum occupancy of 90%

\$16.53 for each Inmate over the minimum occupancy rate of 90%

Monthly Deductions:

Contract Monitor \$5,120.49

Property Taxes \$22,443.66

Additional Staff \$2,668.68

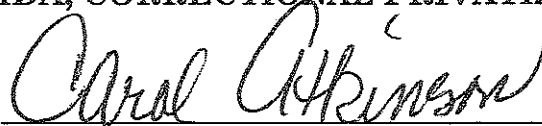
CPC staff and operating costs \$8,663.08

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.

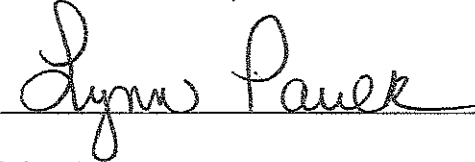
STATE OF FLORIDA, CORRECTIONAL PRIVATIZATION COMMISSION

BY:



Carol Atkinson, Chairman

Attest:



CORRECTIONS CORPORATION OF AMERICA

BY:



Brian K. Ferrell

Vice President, State Government Relations

Attest:



**FIRST ADDENDUM to RENEWAL CONTRACT #1
OPERATIONS & MANAGEMENT SERVICES CONTRACT**

Between

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

And

CORRECTIONS CORPORATION OF AMERICA

December 2000

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

WHEREAS, on July 1, 2000, the STATE OF FLORIDA, CORRECTIONAL PRIVATIZATION COMMISSION ("COMMISSION") and CORRECTIONS CORPORATION OF AMERICA ("CONTRACTOR") entered into renewal #1 of an OPERATION AND MANAGEMENT SERVICES CONTRACT ("CONTRACT") relating to the Bay County Correctional Facility; and

WHEREAS, the parties now desire to amend such CONTRACT in order to provide for certain corrections and modifications to the terms and conditions thereof; and

WHEREAS, the dispute mechanism under Florida Administrative Code chapter 60-4 provided by the Contract has been eliminated by the Department of Management Services and replaced by the rules of the Administration Commission at Florida Administrative Code Chapter 28-106 according to the will of the Florida Legislature as expressed by Florida Statutes 120.54(5), 120.569, and 120.57;

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

Article 12.14, entitled Disputes, shall be modified as follows:

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.


shall be deleted and replaced with:

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 that provided in accordance with Chapter 28-106, Florida Administrative Code.

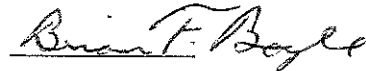
IN WITNESS WHEREOF, the parties hereto have executed this Addendum this ____ day of December, 2000.

STATE OF FLORIDA, CORRECTIONAL PRIVATIZATION COMMISSION

BY:


Joel J. Freedman
Chairperson

ATTEST:



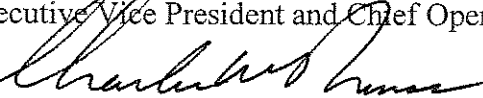
Corrections Corporation of America

BY:



Michael Quinlan
Executive Vice President and Chief Operating Officer

ATTEST:



**FIRST ADDENDUM to RENEWAL CONTRACT #1
OPERATIONS & MANAGEMENT SERVICES CONTRACT**

Between

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

And

CORRECTIONS CORPORATION OF AMERICA

December 2000

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

WHEREAS, on July 1, 2000, the STATE OF FLORIDA, CORRECTIONAL PRIVATIZATION COMMISSION ("COMMISSION") and CORRECTIONS CORPORATION OF AMERICA ("CONTRACTOR") entered into renewal #1 of an OPERATION AND MANAGEMENT SERVICES CONTRACT ("CONTRACT") relating to the Bay County Correctional Facility; and

WHEREAS, the parties now desire to amend such CONTRACT in order to provide for certain corrections and modifications to the terms and conditions thereof; and

WHEREAS, the COMMISSION desires that the CONTRACTOR formally reaffirm its duties under the CONTRACT subsequent to the CONTRACTOR's recent corporate reorganization

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

Pages 54-55 (Signature page) shall be modified as follows:

COMMISSION:

**C. Mark Hodges, Executive Director
Correctional Privatization Commission
Office of the Executive Director
4050 Esplanade Way/Pepper Bldg. Suite 680
Tallahassee, Florida 32399-0950**


CONTRACTOR:

**Corrections Corporation of America
10 Burton Hills Blvd.**


10 Burton Hills Blvd.
Nashville, TN 3721
615-263-3000

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

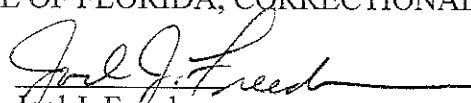
CORRECTIONS CORPORATION of AMERICA
10 Burton Hills Blvd.
Nashville, TN 37215
615-263-3000

BY:  (Corporate Seal)
John Ferguson, CEO
Corrections Corporation of America

ATTEST: 

IN WITNESS WHEREOF, the parties hereto have executed this Addendum this ____ day of December, 2000.

STATE OF FLORIDA, CORRECTIONAL PRIVATIZATION COMMISSION

BY: 
Joel J. Freedman
Chairperson

ATTEST: 

Corrections Corporation of America

BY: 

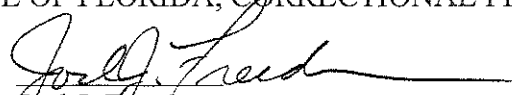
Michael Quinlan

Executive Vice President and Chief Operating Officer

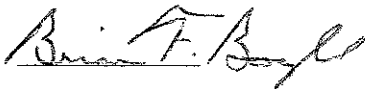
ATTEST: 

STATE OF FLORIDA, CORRECTIONAL PRIVATIZATION COMMISSION

BY:

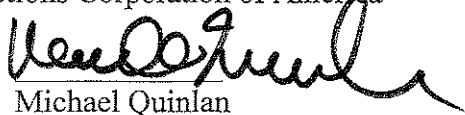

Joel J. Freedman
Chairperson

ATTEST:



Corrections Corporation of America

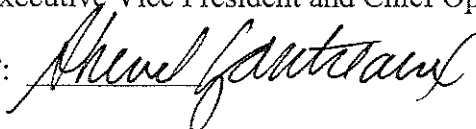
BY:



Michael Quinlan

Executive Vice President and Chief Operating Officer

ATTEST:



OPERATION AND MANAGEMENT SERVICES CONTRACT
BAY COUNTY, FLORIDA 750 BED MEDIUM CUSTODY
SECURE CORRECTIONAL FACILITY

By and Between

CORRECTIONAL PRIVATIZATION COMMISSION

And

CORRECTIONS CORPORATION OF AMERICA

This Contract made and entered into on July 1, 2000 by and between THE STATE OF FLORIDA, Correctional Privatization Commission ("COMMISSION") and the Corrections Corporation of America ("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, Chapter 957, Florida Statutes, authorized the COMMISSION to enter into contracts with private entities for the construction, operation, maintenance, and management of secure correctional facility housing medium custody Inmates;

Whereas, a Request for Proposals (RFP) was issued on December 23, 1993 by the COMMISSION in order to select a CONTRACTOR(S) to design, finance, acquire, lease, construct, and operate up to two 750 bed, medium custody, secure correctional facilities for adult male Inmates; and

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

ARTICLE ONE

DEFINITIONS

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

- 1.1. ACA - means the American Correctional Association.
- 1.2. 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.
- 1.3. 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.
- 1.4. Agreement means the Cooperative Transfer Agreement between the COMMISSION, the CONTRACTOR, and the Florida Department of Corrections (Department or DC), which establishes guidelines for transfer of inmates between the Bay Correctional Facility and facilities operated by the Department.
- 1.5. 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 by its President or 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.

- 1.6. Breach of Contract - means any of the events or circumstances described in Article 10.
- 1.7. Contract - means this Management Services Contract, together with all attachments and exhibits hereto, and all amendments and modifications hereof.
- 1.8. Contract Documents - means this Contract, the Plans, Specifications and Related Construction Documents, together with the Request for Proposals issued by the COMMISSION and the CONTRACTORS response thereto, all of which documents are attached hereto by reference and become a part hereof. The above list of documents constitutes the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the transactions contemplated. It may be amended only by a written instrument executed and signed by all of the parties to it, or an authorized agent or representative thereof.
- 1.9. Contract Monitor - means the person appointed by the COMMISSION for 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 \$55,727.32 from July 1, 2000 through June 30, 2001. The salary and expenses of the Contract Monitor may be adjusted by the COMMISSION for the second year payment, 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.
- 1.10. Department or DC - means the Florida Department of Corrections.
- 1.11. Facility - means the Bay Correctional Facility; the 750-bed medium custody secure correctional facility located in Bay County, Florida, and designed and constructed for the detention of medium custody Inmates. The COMMISSION may authorize expansion of this Facility. In the event expansion of the Facility occurs, per diem and other adjustments will be made upon mutual agreement of the parties.

- 1.12. 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.
- 1.13. Inmate - means any adult male committed to the custody of the DC, classified by the DC as 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 DC shall represent a cross section of the general, medium custody classification, Inmate population, who are mentally, physically, and medically capable of participating in the programs.
- 1.14. Inmate Assigned to the Facility - means the first day the Inmate is physically at the Facility.
- 1.15. 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.
- 1.16. Leased Furnishings and Equipment - means the items of personal property, described in Article 4.2 of this Contract and the Lease Schedule, to be financed or refinanced by disbursements from the Project Account and leased to the COMMISSION pursuant to the terms and provisions of the Lease Agreement.
- 1.17. Services Commencement Date means July 01, 2000.
- 1.18. Standards - means ACA Standards; applicable court orders, applicable provisions of the Florida Administrative Code, including but not limited to Chapter 60AA, F.A.C.; 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; Health Services Bulletins and guidelines and recommendations of the Correctional Medical Authority; and applicable federal, state and local laws, codes and standards.
- 1.19. State - means the State of Florida.

1.20. 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.

ARTICLE TWO

SCOPE OF WORK

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

ARTICLE THREE

TERM OF THE CONTRACT AND REPRESENTATIONS

- 3.1 Term. This Contract shall commence at 12:01 a.m. on the Services Commencement Date and terminate on June 30, 2002, unless earlier terminated pursuant to Article 10 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 at least 120 days before the original or any subsequent termination date with concurrence of the CONTRACTOR. In drafting renewal contracts, the parties wish to correct dates beginning on June 30 so that terms begin on July 1. This is not a substantive change, but merely a change of dates between the last renewal and this renewal Contract to align the Contract with the fiscal year. Any effect on the Contract other than to align the contract with the fiscal year is unintended by the parties. In changing these dates, the CONTRACTOR understands that it shall not be entitled to benefits such as payment for July 1 under BOTH the previous renewal contract AND July 1 under the new renewal Contract. No double payment was intended. Consequently, the CONTRACTOR waives any benefits for July 1, 2000, such as payments or other benefits under the previous agreement, provided said Contract is renewed with the COMMISSION. The CONTRACTOR understands that this is a condition placed upon the execution of the renewal Contract. The COMMISSION, upon renewal of the Contract, shall compensate CONTRACTOR for its service beginning July 1, 2000.
- 3.2 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:
- 3.2.1 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 COMMISSION in accordance with its terms.

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

3.3 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:

3.3.1 Organization and Qualification. CONTRACTOR has been duly incorporated and validly exists 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.

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

3.3.3 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.

- 3.3.4 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.
- 3.3.5 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.
- 3.3.6 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.

3.3.7 Financial Statements. CONTRACTOR has delivered, or will deliver, 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, 1997. 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.

3.3.8 No Adverse Change. Since the date of CONTRACTOR'S most recent balance sheet provided to the COMMISSION, 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.

3.3.9 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.

ARTICLE FOUR

POSSESSION

- 4.1 Possession of Facility. On the Services Commencement Date, the COMMISSION shall grant to CONTRACTOR exclusive use, possession, and control of the land and property comprising the Facility and its grounds, subject to terms of this Contract and to the right of the COMMISSION to enter and inspect same.
- 4.2 Possession of Leased Furnishings and Equipment. On the Services Commencement Date, the COMMISSION will grant CONTRACTOR exclusive use and possession, subject to the terms of this Contract, of leased furnishings and equipment as same is defined and set out in the Lease Agreement.
- 4.3 Inventory. As part of the CONTRACTOR's initial responsibility, CONTRACTOR shall, in cooperation with the Construction Contractor if applicable, prepare and maintain an inventory of leased Furnishings and Equipment. Such inventory shall include the manufacturer, model number, serial number, monetary value (purchase cost) and assigned identification number. Leased Furnishings and Equipment shall remain part of the Facility and may not be removed from the Facility, without written approval from the Contract Monitor. The COMMISSION shall be entitled to conduct an annual inventory of leased Furnishings and Equipment throughout the Term of this Agreement. CONTRACTOR shall cooperate with COMMISSION in its conducting of all inventories of leased Furnishings and Equipment. CONTRACTOR, subject only to the facility furnishings, fixtures, and equipment covered by the "Major Maintenance and Repair Reserve Fund" as described in Article 4.7, shall replace within sixty (60) days of the date of discovery of loss, theft, damage or inoperability beyond repair with equipment having like functional ability, life expectancy and quality. Such replacement shall be notified quarterly, in writing, when an item of leased Furnishings and Equipment is replaced. Such notification must include all pertinent information (including a copy of the purchase receipt showing purchase cost, manufacturer, model number, serial number and assigned identification number) for the replaced item. Inoperable equipment replaced by CONTRACTOR shall be disposed of by CONTRACTOR.

- 4.4 CONTRACTOR Property. CONTRACTOR may provide such other equipment, as it deems necessary. CONTRACTOR shall clearly identify and inventory such additional equipment. 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 equipment purchased by 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.
- 4.5 Utilities. CONTRACTOR shall furnish all utilities.
- 4.6 Maintenance. CONTRACTOR shall maintain the physical structure of the Facility and all tangible personal property contained therein, including leased Furnishings and Equipment, in accordance with applicable ACA Standards and Article 4.7 of this Contract, including all maintenance related to structural conditions or defects as well as ordinary routine maintenance, and will, in so doing, maintain, preserve, and keep the Facility and leased Furnishings and Equipment in good repair, working order, and condition, subject to normal wear and tear, and will from time to time make or cause to be made all necessary and proper repairs, including those identified by self-monitoring and COMMISSION inspections such that all replacements and renewals shall thereupon become part of the Facility. It is specifically understood and agreed that CONTRACTOR will develop and implement a preventive and routine maintenance plan and will keep maintenance records. During the term of this Agreement, COMMISSION shall have no responsibility (other than the repair reserve fund, Section 4.7) 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.
- 4.7 Major Maintenance and Repair Reserve Fund. The CONTRACTOR shall make and be responsible for all routine and necessary repairs of the Facility, and all Facility furnishings, fixtures, and equipment so long as the cost associated with any maintenance or repair has a cost of \$5,000 or less. Routine and necessary repairs shall be defined as any maintenance or repair that has a cost of \$5,000 or less (per item, per occurrence). On the first day of each month, CONTRACTOR will deposit 1/12 of \$75,000

into an interest bearing account or accounts, for the purpose of establishing and funding the Major Maintenance and Repair Reserve Fund. Deposit will be made at the following address:

First Union Bank
225 Water Street
3d Floor
Jacksonville, FL 32202
(904) 361-5583
ATTN: Kevin Grant

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

- 4.8 Access to the Facility. The Contract Monitor, Executive Director of the COMMISSION (or its designated representative) and Board 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 State officials (including the Governor's Office of Program, Policy and Government Accountability), on official business, shall have access to the Facility when necessary.
- 4.9 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, except that minor alterations may be done at CONTRACTOR'S expense, without prior approval.
- 4.10 Material Damage or Loss. Promptly after the occurrence of any damage to or loss at the Facility that materially affects the continued operation of the Facility,

CONTRACTOR shall notify COMMISSION of such loss or damage and 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 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 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 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.

ARTICLE FIVE

OPERATION

- 5.1 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, Court Orders, and standards (in case of a conflict of interest between standards, the more demanding standard will control), whether now in effect or hereafter effected or implemented, and in accordance with the Operational Plan, the terms and conditions contained in the RFP, any documents referenced therein, the proposal of the CONTRACTOR submitted on February 03, 1994, and this Contract. CONTRACTOR shall be in compliance with 100% of the mandatory ACA Standards for Adult Correctional Institutions and no less than 95% of all non-mandatory ACA standards for Adult Correctional Institutions.
- 5.2 Assignment Inmates.
- 5.2.1 Beginning on the Services Commencement Date, Inmates will be assigned to the Facility by DC in accordance with the following:
- 5.2.1.1 Medium custody security level;
- 5.2.1.2 The inmates transferred by the Department shall represent a cross section of the general medium custody Inmate population, and be mentally, physically, and medically capable of participating in the programs;
- 5.2.1.3 Prior completion of the initial classification process at a DC facility;
- 5.2.1.4 Accompanied by all initial classification and subsequent reviews and other necessary documentation;
- 5.2.1.5 Accompanied with a complete medical record, including chest X-ray; and
- 5.2.1.6 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 Chapter 33-3.018(5) FAC "Inmate Bank Trust Fund".

- 5.2.2 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 DC facility pursuant to Articles 5.4 and 5.14.
- 5.3 Classification. CONTRACTOR will implement a classification program in compliance with Section II, U, of the RFP. The CONTRACTOR will provide suitable office space for up to two (2) DC classification officers who may be given full-time assignment at the Facility by the Secretary of DC, subject to the approval of the COMMISSION.
- 5.4 Transfers. Certain circumstances may require an Inmate's transfer out of the Facility. These circumstances include:
 - 5.4.1 Custody changes resulting from disciplinary infractions or other behavior in the Facility;
 - 5.4.2 Medical and psychiatric transfers, as initiated by medical staff at the Facility;
 - 5.4.3 Disciplinary transfers in accordance with the CONTRACTOR's disciplinary procedures;
 - 5.4.4 Emergency transfers that involve extreme circumstances not normally found at the Facility;
 - 5.4.5 Administrative transfers used in witness protection cases or to adjust operational capacities.
 - 5.4.6 The CONTRACTOR may request, in writing, that an Inmate be transferred from the Facility in accordance with the terms of the Agreement. The COMMISSION, the CONTRACTOR, and the DC shall comply with the terms of the Agreement when transferring Inmates between a correctional facility operated by DC and the facility. The parties will continue their cooperative agreement.

- 5.5 Releases. CONTRACTOR will release Inmates in compliance with DC policy pertaining to release and the requirements of Rule 33-601.502 and 33-601.503, Florida Administrative Code. Rules 33-601.502 and 33-601.503, 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 that are substantially identical to those in Rule 33-601.502 and 33-601.503, F.A.C., and make payment from its fund to eligible Inmates. DC shall not reimburse the CONTRACTOR for discharge gratuity payments made. The CONTRACTOR shall not only be bound by the above legal authority as it is at the time of the Contract, but shall comply with any changes or amendments in the authority that may occur during the period of the contract and any renewal(s).
- 5.6 Records and Reports. CONTRACTOR will provide a records and reporting system, both manual and computer, for Facility operations that includes the following and is compatible with that used by the DC. Additionally, CONTRACTOR's system will be in compliance with State, and local laws governing confidentiality and will identify and limit those persons who have control or access. The system will provide for the following:
- 5.6.1 Provision of all reports necessary for monitoring of any court-ordered compliance;
 - 5.6.2 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;
 - 5.6.3 Signed release of information forms;
 - 5.6.4 Appropriate transfer documentation as to legal authority to accept the Inmate;
 - 5.6.5 Referrals to other agencies;
 - 5.6.6 Confidentiality and safeguarding of case records to ensure against unauthorized and improper disclosure;
 - 5.6.7 Maintenance of records and reports; and,
 - 5.6.8 The retention and storage of logs and records in a

manner consistent with DC policy.

- 5.7 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.
- 5.8 Food Service. CONTRACTOR will provide a food service program in compliance with the Standards. Chapter 957.04(1)(f), F.S., requires CONTRACTOR to be responsible for a variety of services including diet, at least equal to those provided by the Department in comparable facilities.
- 5.9 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:
 - 5.9.1 Regular changes of clothing;
 - 5.9.2 Specialized clothing for Inmates who are involved in activities such as food service, maintenance, etc.; and
 - 5.9.3 Clean bedding and linen.
- 5.10 Transportation. CONTRACTOR shall not be responsible for Inmate transportation from the department to the Facility or from the Facility to the Inmate's destination upon transfer. CONTRACTOR will be responsible for transporting Inmates to the hospital or outside medical appointments, and will be responsible for discharge transportation in compliance with Rules 33-601.503 and 60AA-7.007, F.A.C., "Discharge Transportation."
- 5.11 Inmate Reintegration Program. CONTRACTOR will provide an Inmate Reintegration Program which provides for the following:
 - 5.11.1 Treatment Program Counseling which will provide individual and group counseling for Inmates which will comply with the Standards and includes mental health care and crisis intervention services, adjunct community resource assistance as needed, specific therapy groups as determined by Inmate needs and which may change over time and a substance abuse program

which is more fully described in Exhibit 1.

5.11.2 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.

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

5.11.4 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. DC will be responsible for approving good time 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 and the CONTRACTOR'S submission to the RFP. Included in this annual report shall be an update of the career outlook analysis, concerning information as required in the RFP including:

5.11.4.1 Type of jobs the vocational training prepares the Inmates for;

5.11.4.2 Estimated job growth in the State in the fields of training being offered;

5.11.4.3 Salary range of the jobs available; and

5.11.4.4 Qualifications necessary for the jobs.

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

5.13 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 DC. Disciplinary hearings will be conducted by CONTRACTOR staff, which will make recommendations to the DC classification staff. The DC classification staff shall either accept those recommendations or prepare a written statement in which good cause for a rejection of those recommendations is established. If the DC classification staff rejects a recommendation, the CONTRACTOR shall have a right of administrative appeal to the Executive Director of the

COMMISSION. In the event of any such administrative appeal, the decision of the Executive Director of the COMMISSION shall be final.

5.14 Inmate Health Services. CONTRACTOR will provide medical, dental, and mental health services in compliance with the Standards.

5.14.1 CONTRACTOR will provide the following services:

5.14.1.1 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 State laws and consistent with the judicial orders and consent agreements entered into by the State 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.

5.14.1.2 The CONTRACTOR shall be subject to the provisions of Sections 945.601, 945.6035, and F.S. § 945.35. The CONTRACTOR shall stand in the place of DC for purposes of this Act. Accordingly, the Facility shall be subject to the comprehensive surveys by 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 CMA prior to the operation of said contracts. The Florida CMA 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.

5.14.1.3 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 may be referred for off-site care will be agreed upon 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 \$7,500 per Inmate per admission, or for costs incurred after five (5) days of hospitalization, whichever comes first. If inpatient costs exceed \$7,500, as described above, any further cost will be assumed by DC. Notwithstanding the limitation on the liability of the CONTRACTOR for medical expenses as set forth in this Article, if CONTRACTOR requests transfer of an Inmate to a DC facility, CONTRACTOR agrees to assume responsibility for all necessary medical expenses, inclusive of Inmate transportation and supervision costs, if the commission reasonably determines the sole basis for the transfer for request was caused by the absence of an infirmary in the Bay Correctional Facility equivalent in capacity to facilities of comparable size operated by the DC.

5.14.1.4 If an Inmate is considered by the Facility Chief Health Officer to be medically, physically, or mentally incapable of participating in the programmatic activities (which have been specifically designed to reduce recidivism) for greater than two (2) weeks, the CONTRACTOR may request in writing that DC either transfer the Inmate or provide in writing to the COMMISSION valid reasons for the failure to do so. If it is requested that DC transfer an Inmate because the Inmate is not medically, physically, or mentally capable of participating in the programmatic activities, specific information must be provided that indicates what programmatic activities the Inmate is unable to participate in, and an explanation of the cause.

5.14.1.5 CONTRACTOR shall be responsible for providing security for any Inmate admitted to a hospital for the initial period CONTRACTOR is responsible for inpatient hospitalization costs. Should the security provided by CONTRACTOR continue beyond the initial period because of the need to provide continuous security, the CONTRACTOR shall provide such security. However, the CONTRACTOR shall be reimbursed for reasonable costs associated with such supplemental security. 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 DC as soon as possible (within 12 hours) any time an Inmate is admitted to a hospital.

5.14.2 Medical Services - CONTRACTOR will be responsible for the following:

5.14.2.1 All Inmate medical costs for care provided at the Facility to include emergency outpatient care, pharmaceutical services, initial intake screening for medical, dental and mental health pre-existing conditions, detoxification of substance abusers, medically required eyeglasses, hearing aids and dentures.

5.14.2.2 Regularly scheduled chronic illness clinics conducted under the direct supervision of the chief health officer for the following conditions:

- 5.14.2.2.1 Diabetes;
- 5.14.2.2.2 Respiratory;
- 5.14.2.2.3 Cardiovascular;
- 5.14.2.2.4 Seizure disorder;
- 5.14.2.2.5 Tuberculosis preventive therapy;
- 5.14.2.2.6 General medicine; and
- 5.14.2.2.7 Immunodeficiency.

5.14.3 An infectious disease education program for Inmates which will be consistent with DC's existing health education program for HIV and AIDS as described in Section 945.35, F.S..

5.14.3.1 Testing for HIV infection under the following conditions:

- 5.14.3.1.1 Upon request by the Inmate;
- 5.14.3.1.2 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, Florida Statutes, for transmitting or contracting HIV;
- 5.14.3.1.3 If the Inmate has a positive tuberculosis skin test or active TB; or
- 5.14.3.1.4 Any other condition deemed medically necessary by the appropriate medical practitioner.

- 5.14.3.1.5 No more than 23% of the population shall be P3 and/or P4. There can be a 2% variance.
- 5.14.3.1.6 No more than 3.4% of the population shall be HIV positive.

5.14.4 Dental - CONTRACTOR will provide Inmate dental services that will conform to DC Dental Care Manual and the Standards and to include the following components:

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

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

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

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

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

5.17 Commissary.

5.17.1 CONTRACTOR will provide an Inmate Commissary that

may include the placement in the facility of one or more vending machines for use by the Inmates' visitors. Items for resale must be priced comparatively with like items for retail sale at fair market prices. As required by Section 945.215, F.S., 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 DC and deposited monthly in the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF), using the following procedure. Funds necessary to purchase items for resale in the commissary and inmate vending machines shall be deposited into a local bank account (the "Commissary Account") established by the Contractor and approved by the COMMISSION. Contractor shall make expenditures to the Commissary Account, to purchase items for resale in the Commissary and for other items as contemplated in F.S. s. 945.215. CONTRACTOR will send to the Executive Director a monthly report of deposits and expenditures made to the POIIWTF. This report shall include deposits and expenditures made to the Commissary Account.

5.17.2 Funds in the POIIWTF will be appropriated annually by the Legislature for the benefit and welfare of inmates incarcerated in privately operated correctional facilities. By July 1 of each year, the CONTRACTOR must submit a list of expenditures to be made from the trust fund for the next fiscal year to the 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.

5.17.3 Expenditures for operational cost and fixed capital outlay made from the POIIWTF must meet the guidelines of Section 945.215, F.S., Article 6.2 (and subsections thereof) of the Operations Management Contract, and be approved by the COMMISSION. The CONTRACTOR is responsible for contracting and overseeing the construction of fixed capital outlay projects made from the POIIWTF and authorized by the Legislature. Expenditures made from the POIIWTF may not include items included in the CONTRACTOR's proposal.

- 5.17.4 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 and 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. The CONTRACTOR will send to the Executive Director a monthly report of deposits and expenditures made to the POIIWTF. This report shall include deposits and expenditures made to the Commissary Account (as defined in 5.17.1).
- 5.18 Religious Services. CONTRACTOR will provide religious services in compliance with the Standards.
- 5.19 Mail and Telephone.
- 5.19.1 CONTRACTOR will provide mail and telephone services in compliance with Standards. As required by section 945.215, F.S., net receipts from telephone commissions shall be sent to the DC and deposited monthly in the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF), using the procedure outlined in Article 5.17 of this Contract. Expenditures from this trust fund must meet the guidelines of F.S. section 945.215, and may not include items included in the proposal.
- 5.19.2 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.
- 5.20 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.
- 5.21 Accreditation. CONTRACTOR shall maintain ACA accreditation

for the Facility. If CONTRACTOR is prevented from obtaining ACA re-accreditation for the Facility by some action or inaction on the part of the COMMISSION, any State Agencies, or other persons outside of CONTRACTOR'S control, the COMMISSION and the CONTRACTOR may agree to alternate provisions. Any Contract renewal will be contingent upon ACA re-accreditation, unless waived by COMMISSION.

- 5.22 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.
- 5.23 Sanitation. CONTRACTOR will provide a Facility sanitation program in compliance with the Standards.
- 5.24 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.
- 5.25 Use of Force. CONTRACTOR will develop and implement use of force policies and procedures in compliance with the Standards.
- 5.26 Gain Time, Change of Custody, or Furloughs. CONTRACTOR will provide specific information to DC for the purposes of award or forfeiture of gain time, change of custody, or granting furloughs, with the final decision for such resting with DC. If the DC rejects a recommendation, CONTRACTOR shall have a right of administrative appeal to the COMMISSION within 72 hours.
- 5.27 Sentence Computation. CONTRACTOR shall provide DOC with data and information relating to sentence computation. The decision whether to respect such sentence computation rests with DC.

ARTICLE SIX

EMPLOYEES

6.1 Independent Contractor. CONTRACTOR is associated with the State, COMMISSION, and Department only for the purposes and to the extent set forth in Florida Statutes Chapter 957 and 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 DC leave, retirement, insurance, bonding or any other benefit afforded to the employees of the State, COMMISSION, or DC as a result of this Contract. CONTRACTOR, its agents, and employees shall not be considered agents or employees of the State, COMMISSION, or Department.

6.2 Subcontracts.

6.2.1 CONTRACTOR may subcontract for the performance of any of its responsibilities to provide services pursuant to this Management Agreement, provided that the COMMISSION reviews all procedural, operational and fixed capital outlay plans and provides prior written approval. CONTRACTOR shall furnish to COMMISSION Contract Monitor copies of all subcontracts, without regard to amount of annual payments. On all fixed capital outlay projects, the CONTRACTOR shall provide to the COMMISSION the following monthly reports and schedules:

- 6.2.1.1 Progress Schedule;
- 6.2.1.2 Updated Schedule of Values; and
- 6.2.1.3 Paydraw.

6.2.2 Any arrangement by CONTRACTOR with an affiliate or member company to provide services to the Facility shall be subject to the subcontractor provisions of this Article. No contractual relationship shall exist between the 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 COMMISSION in any manner and

shall not be included in contractor negotiations, renewals, audit or any other discussions except at the request of COMMISSION.

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

6.2.4 This section provides goals to be used to identify commodities and contractual services. CONTRACTOR is encouraged to spend 24% of the moneys actually expended for commodities; and 50.5% of the moneys actually expended for contractual services.

6.2.5 As used in the RFP, the terms "Certified Minority Business Enterprises" and "MBE(s)" mean only those minority business enterprises as defined in Florida Statutes section 288.703(2) which possess a current certification issued by the Bureau of Minority Business Assistance of the Department of Management Services.

6.3 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 Agreement.

6.3.1 Positions will be staffed with qualified employees in accordance with the staffing pattern provided in the CONTRACTOR'S proposal.

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

6.3.3 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.

6.3.4 The use of part-time staff in supervisory positions is

forbidden.

6.3.5 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.

6.3.6 CONTRACTOR shall maintain a file containing job descriptions for each position contained within the staffing pattern.

6.3.7 All security posts will have a post order with sufficient detail to insure the security person filling the position can accomplish all tasks.

6.4 Background Checks. All employees and volunteer workers 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 assigned a post at the Facility. CONTRACTOR shall provide for the background checks, the results of which shall be made available to the COMMISSION upon request. The Florida Department of Law Enforcement and FBI will

conduct criminal history checks 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.

- 6.5 Training. CONTRACTOR shall provide training programs in compliance with the Standards, Chapters 943 and 957.05, F.S., The Florida Department of Law Enforcement Division of Training, Florida DC Rule 33-209 and training rules of the Florida Department of Administration.

ARTICLE SEVEN

COMPENSATION AND ADJUSTMENTS

- 7.1 Management Payment. This payment reflects operating costs and does not include debt service numbers. Compensation will be based on two per diem rates: the first rate is based on 90% occupancy and the second rate is based on the number of inmates exceeding the 90% occupancy.
- 7.1.1 Compensation from July 1, 2000, through June 30, 2001. The COMMISSION will compensate the CONTRACTOR at the following per diem rates (per Inmate, per day): \$53.40 times the minimum occupancy of 90% and \$15.26 for each Inmate over the minimum occupancy rate of 90%). The following adjustments shall be made on a monthly basis: Contract Monitor- \$4,727.28; Property Taxes- \$21,155.30; Additional staff- \$2,463.75.
- 7.1.2 Compensation July 1, 2001 through June 30, 2002: The COMMISSION will compensate the CONTRACTOR at the following per diem rates (per Inmate, per day) if the legislature provides for a 3% per diem increase: \$55.00 times the minimum occupancy of 90%; 15.72 for each Inmate over the minimum occupancy rate of 90%. The following adjustments shall be made on a monthly basis: Contract Monitor- \$4,869.10; Property Taxes- \$21,789.96; Additional staff- \$2,463.75. In the event the legislature provides for a cost of living increase in the amount other than the 3% anticipated above, the COMMISSION may adjust the per diem rates accordingly. The COMMISSION is willing to provide an increase in the per diem rates in recognition of the fact that operating costs are subject to inflation, however; (1) the COMMISSION reserves the right to adjust these rates downward so that per diem rates do not exceed system-wide major Facility per-prisoner operating costs of DC, and (2) the actual amount of increase in per diem rates, if any, is wholly dependent upon and subject to legislative appropriations.
- 7.1.3 Regardless of the number of Inmates incarcerated at the Facility, CONTRACTOR is guaranteed an amount equal to 90% occupancy (675 Inmates) times the 90% per diem rate subject to legislative appropriations. The CONTRACTOR guarantee will be subject to any potential liquidated damages as referred to in Article 10.5, or deductions due to position vacancies as referred to in

Article 6.3, deductions for reimbursement of Contract Monitor, property taxes, other staff salaries, and adjustments for the Maintenance Reserve Fund.

7.2 Billings. Invoices for compensation for services or expenses will be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

7.2.1 Submit to:

ATTN: Sharon Kraus, Chief
Bureau of Finance and Accounting
Florida Department of Corrections
2601 Blairstone Road
Tallahassee, FL 32399-2500

AND

C. Mark Hodges, Executive Director
Correctional Privatization Commission
Office of the Executive Director
4030 Esplanade Way/Pepper Bldg., Suite 680
Tallahassee, Florida 32399-0950

Name and Address of Payee

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

Finance-Revenue Supervisor
Corrections Corporation of America
10 Burton Hills Blvd.
Nashville, TN 37215
615-263-3000

7.2.2 Interest penalties: Payment shall be made in accordance with Section 215.422, F.S., which states the CONTRACTOR'S rights and the COMMISSION'S responsibilities concerning interest penalties and time limits for payment of invoices.

7.2.3 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.

7.2.4 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 must be returned to a vendor due to vendor's own errors in preparation 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.

7.2.5 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 at (1-800)848-3792.

7.3 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 that change the scope of services to be furnished pursuant to this Contract and modify the cost of managing the Facility, CONTRACTOR will provide the COMMISSION written notice and documentation supporting an adjustment to compensation. The COMMISSION will review the submission and, if satisfied by the documentation, may approve an adjustment to compensation. If approved, the effective date of such adjustment shall be the date the scope of services actually changed. An adjustment may be approved only if there are sufficient appropriated funds available to cover such added expense.

7.4 Supplemental Compensation. In the event that, pursuant to Article 4.9, 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 750 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.

ARTICLE EIGHT

INDEMNIFICATION AND INSURANCE

8.1 Indemnification.

8.1.1 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, including the detention of persons at the Facility pursuant to contract with the Department of Children and Family Service (DCF). 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 judgment that may be entered against them, individually, jointly or severally, its officers, agents, servants or employees in any such action.

8.1.2 As part of the CONTRACTOR's assumption of all responsibility and liability for any and all damage or injury as detailed in Article 8.1.1, 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, or (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, or (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.

8.2 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.

8.3 Insurance.

8.3.1 The CONTRACTOR shall obtain and provide proof of general liability insurance coverage (broad form

coverage) which shall specifically include fire, and legal liability in an amount not less than two million dollars (\$2,000,000) for each occurrence within a yearly aggregate of at least ten million dollars (\$10,000,000), and civil rights claims in an amount not less than two million dollars (\$2,000,000) for each occurrence within a yearly aggregate of at least five million dollars (\$5,000,000). The State 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).

- 8.3.2 The CONTRACTOR shall obtain and provide proof of workers' compensation insurance coverage (including employer liability) in the amount and manner required by Florida law for all employees of the CONTRACTOR.
- 8.3.3 The CONTRACTOR shall obtain and/or provide proof of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all professional services to be provided by the CONTRACTOR to the State under this contract. The amount of coverage obtained shall be two million dollars (\$2,000,000) per occurrence with a five million dollar (\$5,000,000) yearly aggregate. If occurrence coverage is not available, claims-made coverage with a three (3) year tail coverage shall be provided for the same amounts and aggregate as detailed above.
- 8.3.4 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.

- 8.3.5 The CONTRACTOR shall obtain and provide proof of boiler and machinery coverage ("comprehensive" coverage) in the amounts of one million dollars (\$1,000,000) per occurrence to cover all loss arising from the operation of boilers and machinery, including loss to other property and losses due to business interruption.
- 8.3.6 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 the buildings, structures or other facilities operated by the CONTRACTOR and its subcontractors and all moveable contents which value can never be less than the remaining balance owed under the lease purchase agreement.
- 8.3.7 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.
- 8.3.8 All insurance coverage shall be obtained by the CONTRACTOR through an insurance agent licensed by the State and such coverage shall be provided by an insurance company licensed to issue such coverage in the State. No "self-insurance" coverage shall be acceptable unless the contractor is licensed or authorized to self-insure for a particular coverage in the State, 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.
- 8.3.9 All insurance coverage that the CONTRACTOR is required to obtain under this Contract shall be maintained 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.

- 8.3.10 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.
- 8.3.11 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.
- 8.3.12 CONTRACTOR is responsible for first dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.
- 8.3.13 The limits required herein are the minimum acceptable. However, these limits are not to be construed as being the maximum any prospective contractor may wish to purchase for their own benefit. With respect 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.
- 8.4 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.

- 8.5 Defense/Immunity. By entering into the Contract, neither the State, COMMISSION, DC, nor CONTRACTOR waives any immunity defense that may be extended to them by operation of law including limitation of damages. The sole exception to the above is that the CONTRACTOR may not assert the defense of sovereign immunity.
- 8.6 Notice of Claims. Within five (5) calendar days after receipt of a summons in any action by the COMMISSION or DC, or of any agent, employee or officer thereof, or within five (5) calendar days of receipt by the COMMISSION or DC, or of any agent, employee or officer thereof, of notice of claim, the COMMISSION, DC, 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 may result in CONTRACTOR's refusal to indemnify the COMMISSION, DC, or any agent, employee or officer if such failure to notify results in a prejudice to CONTRACTOR, the COMMISSION, DC, or any agent, employee or officer. CONTRACTOR will provide the COMMISSION or DC similar notice of claims.
- 8.7 Prior Occurrences. The CONTRACTOR shall not be responsible for any losses or costs resulting from Inmate litigation pending at the time this effective date of this Contract, 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 Article 7.3 and sub-Articles thereof.
- 8.8 Waiver. No waiver of any breach of any of the terms or conditions of the Contract shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

ARTICLE NINE

CERTAIN PROHIBITION

- 9.1 The CONTRACTOR acknowledges the provisions of Chapter 957.06, F.S., which states that a contract entered into under this chapter does not authorize, allow, or imply a delegation of authority to the CONTRACTOR to:
- 9.1.1 Choose the facility to which an inmate is initially assigned or subsequently transferred. The CONTRACTOR may request, in writing, that an inmate be transferred to a facility operated by the Department. The COMMISSION, the CONTRACTOR, and a representative of the Department shall develop and implement a cooperative agreement for transferring Inmates between correctional Facilities. The Department, the COMMISSION, and the CONTRACTOR must comply with the cooperative agreement.
 - 9.1.2 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.
 - 9.1.3 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.
 - 9.1.4 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.
 - 9.1.5 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.
 - 9.1.6 Develop and implement requirements that Inmates engage in any type of work, except to the extent that those requirements are accepted by the COMMISSION.
 - 9.1.7 Determine inmate eligibility for any form of conditional, temporary, or permanent release from a

correctional Facility.

ARTICLE TEN

DEFAULT AND TERMINATION PROVISIONS

- 10.1 COMMISSION Breach. Each of the following shall constitute a breach of Contract on the part of the COMMISSION:
- 10.1.1 Pursuant to F.S. § 287.0582, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
 - 10.1.2 After appropriation of adequate funds by the State, failure by the COMMISSION to make payments to CONTRACTOR under the guidelines of F.S. §. 215.422.
 - 10.1.3 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.
- 10.2 CONTRACTOR Breach. Each of the following shall constitute a Breach of Contract on the part of the CONTRACTOR:
- 10.2.1 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;
 - 10.2.2 A material failure to meet or comply with any court Order, ACA Standards, or Federal or State requirement of law, which such failure continues for a period of twenty (20) days after CONTRACTOR has written notice thereof;
 - 10.2.3 A failure to maintain ACA accreditation in accordance with Article 5.21 hereof;
 - 10.2.4 CONTRACTOR i) admits in writing its inability to pay its debts; (ii) makes a general assignment for the benefit of creditors; (iii) suffers a decree or order appointing a receiver or trustee

for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) days; (iv) suffers proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days; or (v) suffers any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within sixty (60) days after issue or levy.

10.2.5 Any other action or inaction by the CONTRACTOR, which would be considered a breach of this contract at common law.

10.2.6 Any other action or inaction that constitutes breach according to express mention in any article of this Contract.

10.3 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.

10.4 Time to Cure. In the event of a Breach of Contract of the type specified in Articles 10.2.1 or 10.2.2, if 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 Article 10.2.1 or 10.2.2, 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.

10.5 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 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 Articles 10.9 and 12.6 hereof with respect to the transition to new management. In the event of any remedy pursuant to this paragraph, CONTRACTOR shall have the right of appeal to the COMMISSSION and during such appeal, the remedies pursuant to this paragraph shall be tolled.

10.6 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.

- 10.7 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 of an Event of Default pursuant hereto.
- 10.8 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.
- 10.9 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 private correctional Facility. A plan must also be provided by the CONTRACTOR for the purchase and assumption of operations of a correctional facility by the Department in the event of bankruptcy or the financial insolvency of the CONTRACTOR. The CONTRACTOR must provide an emergency plan to address Inmate disturbances, employee work stoppages, strikes, or other serious events in accordance with standards of the American Correctional Association.
- 10.10 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.

ARTICLE ELEVEN

CONTRACT MONITOR

- 11.1 Contract Monitor. The Contract Monitor or COMMISSION designee 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. All other communications between the COMMISSION employees and CONTRACTOR shall be managed according to policies adopted by both parties.
- 11.2 The Contract Monitor's Use of Facility Space. CONTRACTOR shall make workspace available at the Facility to the Contract Monitor. Contract Monitor workspace must be approved by the Executive Director of the COMMISSION.
- 11.3 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 provide access to all self-monitoring to the Contract Monitor.

ARTICLE TWELVE

MISCELLANEOUS PROVISIONS

12.1 Non-Discrimination. CONTRACTOR shall, in the performance of this contract, achieve the goals for minority participation set forth in this article. The provisions of law governing the participation of minority business enterprises are applicable to this Contract. This article provides goals to be used to identify commodities and contractual services. CONTRACTOR is encouraged to spend 24% of the monies actually expended for commodities and 50.5% of the monies actually expended for contract services. As used in this Contract, the terms "Certified Minority Business Enterprises" and "MBE(s)" mean only those minority business enterprises as defined in Section 288.703(2), F.S., 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. CONTRACTOR will be required to provide the Contract Monitor with a semi-annual report concerning minority participation, which shall include percentages concerning goal achievement.

12.2 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.

12.2.1 Such plan shall cover the full range of Facility operations including, but not limited to the following:

12.2.1.1 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 COMMISSION in the event of CONTRACTOR'S bankruptcy or inability to perform its duties hereunder;

- 12.2.1.2 An emergency procedures/security manual for confidential use by staff supervisors employed by Operator;
- 12.2.1.3 Post orders for all Facility security staff positions; and
- 12.2.1.4 Job descriptions for each position, inclusive of salary range, education and experience requirements, descriptions of job duties, full-time or part-time designation, etc.

12.2.2 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. No such changes shall be implemented prior to the 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 Contract.

12.3 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.

12.4 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.

12.5 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.

12.6 Transition. Upon the termination of this Agreement, CONTRACTOR agrees to work with COMMISSION and/or DC, under COMMISSION, and/or DC management supervision, in accordance with Article 10.9 of this Contract, for a period of sixty (60) days to ensure an orderly and efficient transition from CONTRACTOR management to COMMISSION and/or DC management (or management by a third party) of the Facility. During this transition period, CONTRACTOR will transfer all necessary records, files and documents for the operation of the Facility, including but not limited to Inmate records, maintenance records and personnel files.

12.7 Taxes, Liens and Assessments.

12.7.1 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 but not limited to 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.

12.7.2 CONTRACTOR shall not pay any ad valorem taxes or payments in lieu of ad valorem taxes unless further authorized and reimbursed by the COMMISSION.

12.7.3 The parties to this Contract acknowledge that the housing of state prisoners is a government function, albeit a function that can be contracted for with a private business. In addition, said parties acknowledge that the use of a lease purchase agreement utilizing tax-exempt financing for the construction of the Bay Correctional private prison Facility does not alter the nature of the use of the facility. To that end, in the event that a local jurisdiction attempts to assess ad valorem taxes on the Facility, the CONTRACTOR shall not hinder the COMMISSIONS's efforts to exempt the Facility from such ad valorem taxes under the authority of *First Union Nat'l Bank of Florida v. Ford*, 636 So. 2d 523 (Fla. App. 5 Dist. 1993) or any other applicable laws, orders, cases, common law, statutes rules or other applicable legal authority. In the event that either a judicial determination or a State legislation mandate requiring the Facility not be subject to ad valorem taxation, then the CONTRACTOR will not be eligible for reimbursement for ad valorem taxes. As valorem taxes will not be considered to be a part of the per diem paid to the CONTRACTOR under the Operation and Management Services Contract for the Bay Correctional facility.

12.7.4 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.

12.8 Copies of Documents. Prior to the execution of this

Agreement and as an on-going requirement, the CONTRACTOR shall, in a timely manner, provide the COMMISSION copies of the following documents:

12.8.1 All renewed insurance certificates clearly indicating compliance with Article 8.3 and its subsections;

12.8.2 Tax receipts or other appropriate documentation indicating the CONTRACTOR'S payments to the taxing authorities to indicate compliance with Article 12.7.

12.9 Reimbursable Expenses. In the event that CONTRACTOR fails to comply with Articles 12.3 and 12.8 of this Contract or any applicable subsections thereof, 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 the aforementioned Contract Articles.

12.10 Invalidity and Severability. In the event that any provision of this Contract shall be held to be invalid, such provision shall be null and void, and the validity of the remaining provisions of the Contract shall not in any way be affected thereby.

12.11 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. Notwithstanding the above, after the execution date of this Contract, any material alteration to any provision of Articles One through Twelve shall only be accomplished through a writing signed by both parties. Said writing shall contain express language showing the intent of the parties to alter the original agreement.

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

- 12.13 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.
- 12.14 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.
- 12.15 Venue. This Contract shall be interpreted under the laws of the State of Florida. Florida shall be the venue in the event any action is filed on the contract.
- 12.16 Amendments. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.
- 12.17 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.
- 12.18 Binding Nature. This Contract shall not be binding upon the parties until it is approved and executed by both parties.
- 12.19 Prohibition Against Assignment. The COMMISSION has entered into this agreement with the CONTRACTOR based on, among other considerations, its assessment of the qualifications and experience of the CONTRACTOR, the management talent of key employees of the CONTRACTOR, and the organizational structure the CONTRACTOR has caused to be created. Consequently, there shall be no assignment or transfer of the interest of the CONTRACTOR, whether in whole or in part, absent the prior written consent of the COMMISSION. Further, CONTRACTOR shall notify the COMMISSION in writing as soon as is practical following (a) a merger with or an acquisition by any corporation, partnership, person, or other entity; (b) the acquisition by or purchase of more than ten percent (10%) of the outstanding shares of the CONTRACTOR by any corporation, partnership, person, or other entity; and (c) a change in the senior

management of the CONTRACTOR, senior management including its President, Chief Executive Officer, and the membership of its Board of Directors. If it is the judgment of the COMMISSION that any such event is likely to have a material and adverse effect on the ability of CONTRACTOR to fully comply with all of the terms and conditions of this agreement, the COMMISSION reserves the right to terminate the Contract without liability or penalty to the COMMISSION.

12.20 Relationship to Design & Construction Contract. A breach of any material provision of the Contract between CONTRACTOR and COMMISSION for the design and construction of the private correctional facility that is the subject of this Agreement may be considered by the COMMISSION as a breach of this Agreement and may be determined by the COMMISSION as grounds for termination. The provisions of Article 10.5 and any applicable subsections thereof shall apply in the event of such a breach.

12.21 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, F.S.

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

COMMISSION:

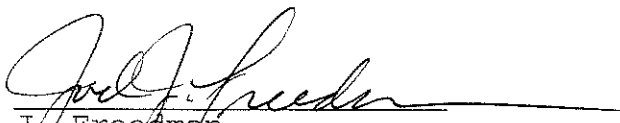
C. Mark Hodges, Executive Director
Correctional Privatization Commission
Office of the Executive Director
4050 Esplanade Way/Pepper Bldg. Suite 680
Tallahassee, Florida 32399-0950

CONTRACTOR:

Corrections Corporation of America
10 Burton Hills Blvd.
Nashville, TN 3721
615-263-3000

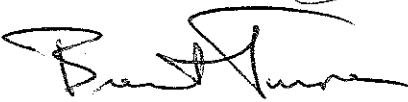
IN WITNESS WHEREOF, in order to be legally bound, the parties have caused their authorized representative to execute this Contract as of the date above written.

STATE OF FLORIDA, CORRECTIONAL PRIVATIZATION COMMISSION

BY: 
Joel J. Freedman
Chairperson

CORRECTIONS CORPORATION of AMERICA
10 Burton Hills Blvd.
Nashville, TN 37215
615-263-3000

BY:  (Corporate Seal)
Darrell Massengale
President Prison Management Services d.b.a. Corrections
Corporation of America

ATTEST: 

The following information concerns the CCA education; substance abuse; and inmate work programs; the number of inmates involved in the programs; the number of hours involved in each program; the number and type of staff involved in each program; and the nature of the program:

**FLORIDA 750-BED MEDIUM SECURITY FACILITY
PROGRAM CHART**

Program Area	Maximum Daily Program Capacity	Anticipated Average Number Of Inmates Enrolled Per Day ***	Percentage of Inmates Expected to Participate During Their Sentence
Education			
Living Skills	60 FT/120 PT	45 FT/90 PT	80%
Academic*	150 FT/300 PT	108 FT/216 PT	60%
Applied Technology**	96 FT/192 PT	72 FT/144PT	32%
Substance Abuse			
Intervention	30/month	25/month	60%
Addictions	128	96	25%

* Based on a student teacher ratio of 18:1

** Based on a student teacher ratio of 16:1

*** If population of eligible inmates falls below the Anticipated Average the vendor will not be held responsible

BAY CORRECTIONAL FACILITY

AUGUST 2000

EXHIBIT 1

Nature of the Program

CCA's educational program shall address the academic, vocational, and social needs of inmates and prepare them to live a productive, law-abiding life upon release. Each inmate's education needs shall be determined during intake and shall be incorporated into his Program Plan. Nationally recognized assessment instruments shall be used to identify skill deficiencies and placed in the program accordingly.

The school will operate two sessions each day, so that there is ample opportunity for inmates to participate in more than one program. For example, an inmate who has just been admitted to the facility may be enrolled in the Living Skills Program for three hours in the morning, and in an Academic and/or Applied Technology program for the afternoon 3 hour session. Because the Living Skills Program is required of most inmates, multiple sections will be offered to provide maximum scheduling flexibility. As inmates complete various curriculum components, their schedule will be modified accordingly. For example, an inmate will have the option to either extend his academic pursuits or enroll in an Applied Technology program so that he will be eligible for an upper level facility job. If the inmate does not have a high school diploma or GED, he must complete Adult Basic Education III and IV before enrolling in an Applied Technology program. Exceptions may be made if the program has been approved for GED students who achieve the required TABE score specified by the State Curriculum Framework for the program of study or by special permission granted by the Education Director/Principal. Although it is possible that some inmates will be enrolled in Academic Education for their entire stay (e.g., ABE I and ABE II students), it is anticipated that, based on the State of Florida inmate profile, inmates will progress as follows, combining certain program elements as appropriate:

- Life Skills Curriculum
- Academic Curriculum
- Applied Technology Curriculum; and
- Full-time work at the Facility

Teaching methods shall combine computer-based tutorials with traditional paper/pencil systems. Inmates will have access to a computer lab with assistance from a full-time computer lab technician. Other student services such as education and career counseling, and educational testing shall be provided as needed.

Living Skills

Living Skills classes are taught in 3-hour sessions, one in the morning and one in the afternoon, every school day. Students are enrolled in either morning or afternoon sessions. It is expected that the program will be offered with a target instructor-student ratio of 1:20.

The Living Skills program is 240 hours.

- Cognitive Skills Training
- Life Skills Training
- Substance Abuse Education
- Employment Skills Training

Academic Education

CCA's academic education program is based on a systems approach to provide academic training to inmates. It is estimated that inmates will spend six months in academic education working toward attainment of State of Florida High School Diploma. It is expected that 60 % of the inmate population will participate in academic programs during their stay.

- Adult Basic Education I (Foundation)
- Adult Basic Education II (Literacy)
- Adult Basic Education III (Pre-GED)
- Adult Basic Education IV (GED or advanced levels of training as appropriate)
- English as a Second Language and/or Mandatory Literacy

Applied Technology

Each Applied Technology course shall take approximately 720 hours, depending on the subject matter and be developed using approved Florida Department of Education Curriculum frame works. Some inmates may achieve applied mastery of required competencies in 500 hours while other inmates may require 1000 hours to demonstrate mastery of the required competencies. It is expected that 32% of the inmate population will participate in Applied Technology programs during their stay.

- Plumbing and Pipefitting
- Business Software Applications
- Auto Cad
- Culinary Arts/Institution Cooking
- Building Maintenance (Including Floors and Wall Coverings)
Heating, Ventilation Air Conditioning and Refrigeration (HVAC)

Number and Type of Staff

Position	Number
Administration and Support	
Education Director Principal	1
Instructor Supervisor	1
Education Counselor	1
Secretary	1
Contract Diagnostician (as needed)	1
Living Skills	
LifeSkills/Cognitive Skills Instructor	3
Academic	
Academic Instructor*	7
Applied Technology	
Vocational Instructor	6
Other	
Computer Lab Technician**	1

* One Academic Instructor position will serve as a tutor substitute.

**The Computer Lab Technician will work with both Academic and Applied Technology students.

II. Substance Abuse

Nature of the Program

CCA shall use a phased approach to addictions what will allow each inmate to receive optimum treatment. A brief description of each follows:

Living Skills

Inmates who participate in Substance Abuse programming will receive the Living Skills curriculum, which is incorporated in the Substance Abuse program.

Elements of the curriculum will include:

- Addiction as a disease
- The role of the family in substance abuse;
- Attitudes, values and decision-making concerning substance abuse;
- Alcohol and drug interactions;
- Physical, psychological and social conditions and related problems; and,
- Stages of recovery from addiction.

Intervention

Inmates will participate in the intervention phase if they have been identified during intake as needing additional help with a substance abuse problem, or if they have been referred by their unit manager, unit counselor or substance abuse education teacher. Assignment will be noted on each inmate's Individual Program Plan

The Addictions Manager will supervise the Intervention phase.

Outside groups such as Alcoholics Anonymous (AA) and Narcotics Anonymous (NA) shall be brought in to the facility.

Turning Point Addictions Unit

The Addictions Unit shall be available for inmates who need additional education and meet the criteria established for participation. The Addictions Unit shall represent an intense, highly-structured and long-term approach to addictions. The program shall operate from the assumption that addiction and criminal behavior are manifestations of a severe alienation of self in a society. Only through living in a community with a variety of intense interventions can an individual learn to internalize pro-social behavior.

The Addictions Unit structure will be hierarchical in nature with a chain of command that must be followed. Addictions staff represent the "parent" or authority figures, and inmates shall move up in the program structure by displaying positive attitudes, performing exceptionally in their work and/or education assignments, participating group activities and complying with rules. Recognition for success will be given on a regular basis, and inmates who complete the program shall be celebrated in a graduation ceremony.

Number of Inmates involved in the Program

- **Intervention:** 60 percent of inmates will participate in this program during their stay.
- **Turning Point Addictions Unit:** Minimum of 96 inmates and a maximum of 128.

Number of Hours Involved in Each Program

- **Living Skills:** 104 hours total to complete the curriculum consisting of 84 classroom hours and 20 hours outside activities.
- **Intervention:** 10 hours per inmate, per program enrollment.
- **Turning Point Addictions Unit:** 32 hours per inmate, per week for a total of 53 weeks. Total number of hours: 1696.

Number and Type of Staff Involved in Each Program

Living Skills

The Living Skills curriculum will be delivered by Turning Point Addictions staff.

Intervention

Addictions Manager	Approximately 5% of his/her time
Addictions Counselor	Approximately 10% of his/her time

Turning Point Addiction Unit

Addictions Manager	1
Addictions Counselors	4
Unit Correctional Officers, first and second shifts, who have received cross training in Addictions.	10

Draft Bay Exhibit 1 August 2000

III. Inmate Work Programs

The facility jobs program will provide inmates the opportunity to function in a real world work environment without the outside pressures and stresses that led them to criminal behavior. Work programs will be as follows:

Maintenance

Laundry

Food Service

Barbershop

Recreation

Education

Library

Warehouse

Other

BAY CORRECTIONAL FACILITY

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	17.00
SECURITY/OPERATIONS	75.00
SECURITY/UNIT MANAGEMENT	92.00
SERVICES	17.00
PROGRAMS	6.00
EDUCATION	21.00
MEDICAL	21.00
TOTAL	249.00

MANAGEMENT/SUPPORT	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
Warden	1	0	0	5	1.00	1.00
Assistant Warden	1	0	0	5	1.00	1.00
Training Manager	1	0	0	5	1.00	1.00
Safety Manager	1	0	0	5	1.00	1.00
Business Manager	1	0	0	5	1.00	1.00
Personnel Coordinator	1	0	0	5	1.00	1.00
Compliance Coordinator	1	0	0	5	1.00	1.00
Investigator	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
Records Clerk	2	0	0	5	1.00	2.00
Clerk Typist	2	0	0	5	1.00	2.00
Administrative Clerk	1	0	0	5	1.00	1.00
Receptionist	1	0	0	5	1.00	1.00
TOTAL						17.00

SECURITY/OPERATIONS	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
Chief of Security	1	0	0	5	1.00	1.00
Shift Supervisor	1	1	1	7	1.72	5.00
Assistant Shift Supervisor	1	1	1	7	1.72	5.00
Disciplinary Hearing Officer (SCO)	1	0	0	5	1.00	1.00
* Armory/Key Control Officer	1	0	0	5	1.00	1.00
* Intake/Property Officer	1	0	0	5	1.00	1.00
* Visitation Officer	4	0	0	5	1.00	4.00
* Transportation Officer	4	0	0	5	1.23	5.00
* Work Detail	5	0	0	5	1.23	6.00
* Laundry Officer	1	1	0	7	1.72	3.00
* Central Control Officer	2	2	1	7	1.72	9.00
* Perimeter Patrol Officer	1	1	1	7	1.72	5.00
* Recreation Officer	3	3	0	7	1.72	10.00
* Utility/Search & Escort Officer	3	3	2	7	1.72	14.00
* Education Officer	2	0	0	5	1.00	2.00
Administrative Clerk	2	1	0	5	1.00	3.00
TOTAL						75.00

SECURITY/UNIT MGT.	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
NORTH WING - 2 UNITS						
Unit Manager	1	0	0	5	1.00	1.00
Counselor	1	0	0	5	1.00	1.00
Addictions Treatment Manager	1	0	0	5	1.00	1.00
Addictions Treatment Counselor	4	0	0	5	1.00	4.00
Sr. Correctional Officer	1	1	0	7	1.72	3.00
* AB & CD Pod Control Officer	2	2	2	7	1.72	10.00
* AB & CD Housing Officer	2	2	1	7	1.72	9.00
* Roving Officer	1	1	1	7	1.72	5.00
Administrative Clerk	1	0	0	5	1.00	1.00
SOUTH WING - 4 UNITS						
Unit Manager	2	0	0	5	1.00	2.00
Counselor	4	0	0	5	1.00	4.00
Sr. Correctional Officer	2	2	0	7	1.72	7.00
* EF, GH, JK & LM P4od Control Officer	4	4	4	7	1.72	21.00
* EF, GH, JK & LM Housing Officer	4	4	2	7	1.72	17.00
* Roving Officer	1	1	1	7	1.72	5.00
Administrative Clerk	1	0	0	5	1.00	1.00
TOTAL						92.00

SERVICES	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
Warehouse Manager	1	0	0	5	1.00	1.00
Commissary Clerk	2	0	0	5	1.00	2.00
Food Service Manager	1	0	0	5	1.00	1.00
Asst. Food Service Manager	1	0	0	5	1.00	1.00
Food Service Worker	2	2	0	7	1.72	7.00
Maintenance Supervisor	1	0	0	5	1.00	1.00
Maintenance Worker	3	0	0	5	1.00	3.00
Administrative Clerk	1	0	0	5	1.00	1.00
TOTAL						17.00

PROGRAMS	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
Program Manager	1	0	0	5	1.00	1.00
Classification Coordinator	1	0	0	5	1.00	1.00
Jobs Coordinator	1	0	0	5	1.00	1.00
Recreation Supervisor	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
Chaplain	1	0	0	5	1.00	1.00
TOTAL						6.00

EDUCATION	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
Principal	1	0	0	5	1	1.00
Instructor Supervisor	1	0	0	5	1.00	1.00
Academic Instructor	7	0	0	5	1.00	7.00

Academic Instructor (Life Skills)	3	0	0	5	1.00	3.00
Vocational Instructor	5	0	0	5	1.00	5.00
Vocational Instructor	1	Provided by Inmate Welfare Fund				-
Computer Lab Technician	1	0	0	5	1.00	1.00
Education Counselor	1	0	0	5	1.00	1.00
Librarian	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
Diagnostician	PRN				-	
TOTAL						21.00

	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
MEDICAL						
Health Service Administrator	1	0	0	5	1.00	1.00
Physician	1	0	0	5	1.00	1.00
RN	1	1	1	7	1.72	5.00
LPN	2	2	1	7	1.72	9.00
Psychologist	1	0	0	5	1.00	1.00
Dentist	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
TOTAL						21.0