

**CONTRACT
BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF CORRECTION
AND
CORRECTIONS CORPORATION OF TENNESSEE, INC.
d/b/a CORRECTIONS CORPORATION OF AMERICA**

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Corrections Corporation of Tennessee, Inc. d/b/a Corrections Corporation of America, hereinafter referred to as the "Contractor," is for the management and operation of a prison, known as South Central Correctional Center, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation. The Contractor's address is:

10 Burton Hills Blvd.
Nashville, Tennessee 37215

The Contractor's place of incorporation or organization is Tennessee.

A. SCOPE OF SERVICES:

A.1. DEFINITIONS

- A.1.a. ACA - means the American Correctional Association.
- A.1.b. ACA Standards - means the Standards for Adults Correctional Institutions (Third Edition, January 1990, as the same may be modified, amended, or supplemented now or in the future) published by ACA.
- A.1.c. Commissioner - means the Commissioner of the Tennessee Department of Correction.
- A.1.d. Contract - means this Document, together with all written attachments, appendices, exhibits, amendments and modifications and incorporating by reference herein, (1) the Request for Proposals, including exhibits and amendments; and (2) the proposal, including amendments and/or written clarifications.
- A.1.e. Contract Monitoring Unit - means the Tennessee Department of Correction unit responsible for monitoring the quantity and quality of services required and the reporting obligations of the Contractor, and for carrying out the liaison responsibilities between the State and the Contractor.
- A.1.f. Contract Liaison - means a person or persons assigned to the Contract Monitoring Unit and appointed and paid by the state to monitor the implementation of this Contract and/or to act as the Commissioner's designee. The Contract Liaison will also be the official liaison between the State and Contractor on matters pertaining to the operation and management services

of the facility and may perform other functions described in Department policies, or otherwise provided by the Commissioner, in writing.

- A.1.g. Contractor – means Corrections Corporation of Tennessee, Inc. d/b/a Corrections Corporation of America.
- A.1.h. Court Orders - means any orders, judgments or opinions issued by a court of competent jurisdiction or any stipulations, agreements or plans entered into in connection with litigation that are applicable to the operation, management or maintenance of the Facility or relate to the care and custody of Inmates of the Facility, whether currently existing or as may be rendered in the future.
- A.1.i. Department - means the Tennessee Department of Correction.
- A.1.j. Document - means this document with attached appendices, excluding the RFP and Proposal.
- A.1.k. Effective Date of Contract - means the date the Contract is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- A.1.l. Facility - means the correctional institution in Wayne County, Tennessee, including adjacent real property described in Section A.2, for the incarceration of male felony offenders sentenced to the care, custody and control of the Department, known as the South Central Correctional Center (SCCC).
- A.1.m. Indigent Inmates - means Inmates who are deemed indigent as defined by Department Policy 208.05, as said policy may be amended.
- A.1.n. Inpatient Hospital Costs - means any expenses incurred as a result of an Inmate's admission to a medical care facility, and expenses incurred as a result of out-patient treatment for emergency medical services.
- A.1.o. Inmate - means any male felony offender sentenced to the Department and assigned to the Facility by the Department.
- A.1.p. Inmate Day - means each calendar day or part thereof that an Inmate is located at the Facility, including the first, but not the last day of incarceration at the Facility.
- A.1.q. Local Area - means Wayne, Hardin, Lawrence, Giles, Lincoln, Marshall, Maury, Lewis, Williamson, Hickman, Dickson, Humphreys, Perry, Houston, Benton, Henry, Weakley, Carroll, Henderson, Decatur, Gibson, Crockett, Madison Haywood, Chester, Fayette, Hardeman, and McNairy counties in Tennessee.
- A.1.r. Per Diem Rate - means cost per Inmate, per Inmate Day.
- A.1.s. Partial Default - means default of a portion of the services to be rendered by the Contractor under this Contract due to Contractor's failure to perform.

- A.1.t. Partial Takeover. - means the State's discretionary assumption of a portion of the services to be rendered by the Contractor under this Contract not resulting from Contractor's failure to perform.
- A.1.u. Policy Directive - means formal statement of the State's correctional policy on a given subject. All Policy Directives shall not conflict with administrative rules or statutes or applicable American Correctional Association Standards.
- A.1.v. Operating Procedure - means a statement of procedure implementing a policy directive. One is not to be issued as a substitute for an administrative rule or policy directive. Procedures identify who does what and when to implement a policy or rule.
- A.1.w. Post Orders - means a written, step-by-step description for an employee on how to perform a specific job. A "post order" may be considered a job outline. Post Orders are similar to an operating procedure and may even be a portion of one.
- A.1.x. Proposal - means the Contractor's Proposal of January 8, 2002.
- A.1.y. RFP - means the Request for Proposals issued by the Department and identified as RFP-329.44-003, together with the following amendments: Amendment 1, Amendment 2, Amendment 3, and Amendment 4.
- A.1.z. Service Commencement Date - means March 1, 2002.
- A.1.aa. Standards - means the standards to which Contractor's performance under this Contract must conform pursuant to Section A.4.a of the Contract.
- A.1.bb. State - means the State of Tennessee, including but not limited to the Department.
- A.1.cc. TOMIS - means the Tennessee Offender Management Information System, a mainframe computer system that automates the management of information about offenders under the supervision of the Tennessee Department of Correction. TOMIS captures all offender related information at the point of origin to provide accurate and timely information to those who use it.
- A.1.dd. TRICOR - means the Tennessee Rehabilitation Initiative in Corrections.

A.2. FACILITY AND PROPERTY

- A.2.a. Lease and Possession of Facility.
 - A.2.a.1) The State leases to the Contractor the real property described in Appendix A together with all improvements thereon (the Facility), subject to the State's right to the following:
 - A.2.a.1)(a) to enter and inspect; and/or

- A.2.a.1)(b) to construct additional buildings or expand the capacity of existing buildings.
- A.2.a.2) Contractor shall provide for maintenance, repair, and replacement for the Facility and shall keep said Facility in good repair, working order and condition, subject to normal wear and tear. Contractor shall be responsible for all expenses incurred in said maintenance, repair and replacement, subject to Section A.2.i.
- A.2.a.3) The Contractor shall maintain the Facility in accordance with all applicable fire, building, life safety, and handicapped accessibility codes.
- A.2.a.4) The Contractor shall comply with any seller's or manufacturer's recommendations regarding maintenance of the Facility which are provided to the Contractor.
- A.2.a.5) The Contractor shall implement the system for vermin and pest control, trash and garbage disposal, and hazardous waste management described in the Proposal.
- A.2.a.6) Contractor agrees that the Facility will be used only for the purposes described in this Contract and shall not allow or suffer any waste at the Facility. Contractor shall not harvest any timber at the Facility or extract any other resource at the Facility unless agreed to in writing by the Commissioner.
- A.2.b. No Warranty. The State leases the Facility to Contractor as is and with all faults and make no express or implied warranties regarding the Facility, including but not limited to warranties regarding fitness for a particular purpose and hereby disclaims any and all express or implied warranties
- A.2.c. State Property.
 - A.2.c.1) The State shall furnish the Facility with the property, including telephone and related wiring, listed in Appendix B on or before Service Commencement Date.
 - A.2.c.2) All property furnished by the State shall remain at the Facility unless its location must be moved for maintenance, repair or replacement. Any removal of said property shall only be made with the prior written consent of the Liaison.
 - A.2.c.3) The State shall be responsible for the installation of the property described in subsection 1).
 - A.2.c.4) Effective on the Service Commencement Date, the State hereby leases to the Contractor said property described on Appendix B.

A.2.c.5) The State leases the property on Appendix B to Contractor as is and with all faults and makes no express or implied warranties regarding said property including but not limited to warranties regarding fitness for a particular purpose and hereby disclaims any and all express or implied warranties.

A.2.d. Additional Property.

A.2.d.1) Contractor shall provide and install in the Facility any additional equipment as well as all necessary perishables and other items necessary for Contractor to comply with its obligations under this Contract including but not limited to cleaning/housekeeping equipment and supplies.

A.2.d.2) Upon written agreement by the parties without a Contract amendment, the parties may agree to revise the State equipment list on Appendix B. Said agreement must be in writing signed by the Commissioner and the Contractor.

A.2.e. Insurance. The Contractor shall obtain and keep in force insurance on all property to be located at the Facility, whether said property is supplied by the Contractor or State.

A.2.f. Ownership of property at termination.

A.2.f.1) At the conclusion of the Contract, whether by expiration or termination, all equipment, perishables, supplies and any other property, whether real or personal, including but not limited to Inmate files, fiscal records and any other records used at the Facility or purchased with state funds shall become the property of the State, whether initially acquired by the Contractor or the State.

A.2.f.2) At the conclusion of the Contract, whether by expiration or termination, the facility and property furnished by the State shall be returned to the State in good order and in the condition received, reasonable use and wear thereof excepted, provided that if any property provided by the State is destroyed, lost or stolen and has not been replaced, the Contractor shall be responsible to the State for the residual value of said property at the time of loss and said value may be withheld from any amounts owed Contractor.

A.2.f.3) Contractor agrees that no security interest will attach to any property used at the Facility whether purchased by State or Contractor. In the event a security interest is created on any of said property, Contractor agrees to immediately notify the Liaison in writing and cause said security interest to be extinguished within thirty (30) days.

A.2.g. Manuals. The State will provide Contractor with a copy of all equipment manuals, a set of as-built drawings, and any warranties affecting the property leased to Contractor under Section A.2.c and affecting the Facility.

A.2.h. Maintenance.

A.2.h.1) The Contractor shall be responsible for the maintenance, repair, and replacement of all property of any nature whatsoever located at the Facility at Contractor's expense whether said property is furnished by the State or the Contractor, subject to Section A.2.i.

A.2.h.2) The Contractor shall implement the plan, including the preventive maintenance program, contained in its Proposal to maintain the Facility and all property contained therein.

A.2.h.3) Contractor shall comply with TDOC Policy 108.01 as it may be amended during the term of the Contract.

A.2.h.4) The Contractor shall comply with any seller's or manufacturer's recommendations provided the Contractor regarding maintenance of any property leased to the Contractor under Section A.2.c.

A.2.i. Exceptions to Contractor Maintenance. The only exceptions to the Contractor's obligation to effect repairs or provide replacements to the facility and property contained therein at its expense are as follows:

A.2.i.1) where repairs or replacements are covered by a warranty made by a third party to the State, provided, however;

A.2.i.1)(a) if Contractor has caused or contributed to the invalidity of any warranty or failed to comply with Section A.2.j, the Contractor shall bear the full expense to effect any repair or replacement; and

A.2.i.1)(b) for purposes of this Section, the decision regarding whether and to what extent the Contractor has invalidated a warranty, whether the Contractor has failed to comply with Section A.2.j or whether a defect is included in a warranty shall be within the sole judgment of the State;

A.2.i.2) replacement of entire systems including but not limited to the boiler plant, heating, air conditioning, security electronics, communications and utility services, and costs to replace major components thereof which exceed \$5,000; provided, however,

A.2.i.2)(a) decisions regarding whether and to what extent the entire system or a major component thereof should be replaced shall be within the sole judgment of the State; and

A.2.i.2)(b) The Contractor shall be responsible for all costs if in the sole judgment of the State the replacement is necessary due to any of the following causes:

- (i) Contractor's negligence,
- (ii) Contractor's failure to adequately maintain the systems, or portions thereof, or
- (iii) Contractor's failure to comply with the provisions of the Contract; and

A.2.i.3) where repairs or replacements are necessary due to design error or omission or improper construction of the Facility and not covered by a warranty. The decision regarding whether and to what extent the repair or replacement is due to design error or omission or improper construction shall be within the sole judgment of the State.

A.2.j. Warranties.

A.2.j.1) The State shall promptly provide Contractor a copy of any warranty made by a third party to the State covering property provided by the State or on the Facility; provided, however, the State is not obligated to acquire or purchase any such Warranties.

A.2.j.2) With respect to said warranties, Contractor agrees as follows:

A.2.j.2)(a) to maintain the Facility and property located thereon in compliance with said warranties; and

A.2.j.2)(b) to promptly notify the Liaison in writing of any defects of whatever nature which are covered by said warranty allowing the State sufficient time under the warranty to notify the entity providing said warranty.

A.2.k. Contractor Failure to Repair. If the State acquires notice of Contractor's failure to comply with its obligations regarding maintenance, repair or replacement with the Facility or property thereon, it may so notify the Contractor in writing but is not obligated to do so. Failure of the State to notify Contractor shall not relieve Contractor of its obligations hereunder. In the event the State is required to provide written notice of said failure pursuant to Section E.4, the Contractor shall promptly comply with its obligation within the time specified by the State in the notice. If Contractor fails to effect said maintenance, repair or replacement within the time specified in said notice, the State may, but is not obligated, to do the following:

A.2.k.1) the state may effect the maintenance, repair, or replacement and withhold the expense of such maintenance, repair or replacement from amounts due the Contractor; and/or

A.2.k.2) avail itself of any or all of the remedies described in Section E.4.

A.2.l. Construction and Renovation.

A.2.l.1) Contractor shall not modify, renovate, construct new buildings, add to existing buildings, or modify any of the systems contained therein including but not limited to the boiler plant, heating, air conditioning, security electronics, communications and utility services without the prior written approval of the State. Said approval shall include a review of the proposed modification by the Select Oversight Committee on Corrections and approval of the State Building Commission where required by law, regulation or policy. All modification, construction, and renovation requested by Contractor and approved by State shall be at Contractor's expense, unless otherwise specified.

A.2.l.2) The State reserves the right to construct additional buildings at the Facility and/or to expand the capacity of existing buildings at the Facility. In the event the State exercises this right, Contractor agrees:

A.2.l.2)(a) To cooperate with the State to the fullest extent possible;

A.2.l.2)(b) That this Contract shall remain in full force and effect; and

A.2.l.2)(c) That Contractor shall accept an increase in the Inmate population under the terms of this Contract with additional compensation to the Contractor being described in Section C.9.

A.2.m. Utilities and Taxes. Contractor shall pay all taxes associated with this Contract and utility costs of the Facility including but not limited to water, gas, sewage and electric beginning on the Service Commencement Date. In the event ad valorem taxes are assessed against property at the Facility not owned by the Contractor, the Contractor may seek additional compensation pursuant to Section C.11.

A.2.n. Telecommunications.

A.2.n.1) Contractor will provide, at its expense, all necessary telecommunications equipment except the telephone system. Such equipment must be capable of interfacing with the state existing communications and automated information systems and with any future department systems. Contractor shall enter all required data on TOMIS.

A.2.n.2) The Contractor may make additions to or rearrange features of the telephone system as it deems necessary, subject to written approval by the State. The Contractor must assure that the quality of workmanship and added components are of equal or greater quality to maintain system integrity.

- A.2.n.3) All cost incurred in connection with the telephone operations, including additions, labor, maintenance, repair, moves and changes, local and long distance service, and training will be paid directly by the Contractor.
- A.2.n.4) The Inmate telephone system Contract will operate as in State's other correctional facilities. All commissions will be paid to the State in conformance with the terms of the Inmate telephone system Contract.

A.2.o. Destruction of Facility.

- A.2.o.1) If destruction of the Facility is caused in whole or part due to the Contractor's negligence or due to Contractor's failure to perform its obligations under this Contract, then the State may seek reimbursement from Contractor for any damages sustained by the State.
- A.2.o.2) In the event the Facility is destroyed in part for any reason, then the Contractor remains obligated to fulfill its obligations under this Contract to the extent such is possible in the portion of the Facility that remains operational. The Contractor recognizes that the inability to perform its obligations due to the destruction may result in the State seeking a compensation adjustment pursuant to Section C.11.
- A.2.o.3) In the event the Facility is destroyed such that the physical damage prevents the housing and programming of the appropriate number of Inmates as determined by the Commissioner in his sole judgment, then the State may terminate this Contract without penalty either immediately or within stages upon written notice to the Contractor.

A.3. CONTRACT MONITORING

A.3.a. Monitoring.

- A.3.a.1) The State has the right and authority under this Contract to monitor Contractor's performance hereunder. Such monitoring shall include but not be limited to observing and reporting on the day-to-day operational performance of the Contractor regarding compliance with all terms and conditions of this Contract. Such monitoring or failure to monitor shall not relieve Contractor of its responsibility, obligation and liability under this Contract.
- A.3.a.2) The State, through its Contract Management Unit, shall develop reporting requirements for the Contractor that shall include but not be limited to weekly, monthly, and/or quarterly reports on the following subjects: Inmate jobs and education, incident reports, disciplinary reports, Inmate grievances, staff turnover, staff training, employee grievances, employee discipline, health care access, reclassifications, transfers, furloughs, releases, media contacts, lawsuits, volunteers, drug audits, cell searches, visitation, and maintenance. Also, an

emergency reporting process shall be established that shall address, at a minimum, segregation of Inmates, use of force, and incidents which involve substantial risk to property, life, or institutional security.

A.3.a.3) Contractor agrees to cooperate with the State, including any representatives of the State, in the Contract monitoring effort of the State through such means as may be requested from time to time, including, but not limited to the reporting of information as requested. The state and Contractor agree that the information collecting and monitoring processes described in this Section A.3.a, will be defined in the policies and procedures of the Tennessee Department of Correction.

A.3.b. Comparative Evaluation.

A.3.b.1) The State has the right and authority under this Contract to compare the Contractor's performance with comparable State facilities. The State has the right and authority under this Contract to collect information to compare the cost and quality of services provided by the Contractor with the cost and quality of similar services provided by the State at its comparable facilities.

A.3.b.2) In accordance with TCA 41-24-105, after the first two years of operation, but before renewing the initial contract, the performance and operating costs of the Contractor will be compared to the performance and operating costs of the State using the Performance and Cost Evaluation Form which is included as Appendix G to the Contract.

A.3.b.3) The Contract may only be renewed if the Contractor is providing essentially the same quality of services as the State at a cost of five percent (5%) lower than the State as set out in the Contract, or if the contractor is providing services superior in quality to those provided by the State at essentially the same cost as set out in the contract. "Essentially the same" means a difference of no greater than five percent (5%), and "superior" means a difference greater than five percent (5%).

A.3.b.4) As set out in TCA 41-24-105, the Select Oversight Committee on Corrections will compare the quality of services between the State and the Contractor, and the Fiscal Review Committee will compare the costs of operation. Each committee will prepare a report on its findings and present that report to the parties responsible for determining whether the Contract should be renewed.

A.3.b.5) The Comptroller of the Treasury shall audit the performance of the Department of Correction and the private Contractor to ensure that the State is receiving the quality and level of services as described in the Contract based upon the performance criteria, the monitoring process,

and any applicable sanctions that might be incurred. The Comptroller shall report annually or as requested to the Select Oversight Committee on Corrections.

- A.3.b.6) The Contractor agrees to cooperate with the State, including any representatives of the State, in any comparison of services undertaken by the State through such means as may be requested from time to time, including but not limited to, the provision of information.

A.3.c. Liaison.

- A.3.c.1) The State shall provide Liaison(s) to be located at the Facility. The Liaison(s) will be an employee(s) of the Department and will be paid by the Department. The Contractor shall have no control over the activities of the Liaison(s), supervisory or otherwise.
- A.3.c.2) The Liaison(s) shall be the representative of the State at the Facility to monitor the Contractor's compliance with the Contract. The Commissioner may also appoint the Liaison to act as his designee. The Liaison may also have functions described in Department policies. The Liaison may have other functions as provided by the Commissioner in writing.
- A.3.c.3) Unless otherwise specified by the Commissioner, in writing, the Liaison shall be the designated recipient of all information required of the Contractor. The Contractor shall be notified of the identity of any Contract Liaison, in writing, signed by the Commissioner.
- A.3.c.4) The individuals(s) acting as Liaison(s) may be changed during the term of the Contract, at the discretion of the Commissioner.
- A.3.c.5) The State hereby expressly disclaims that the Liaison or any other state employee or official has any authority, apparent or otherwise, to bind the State under this Contract unless expressly stated herein; provided, however, that the Commissioner shall have the same authority granted any state employee under this Contract and the Commissioner retains authority over the Inmates and Facility which may not be delegated at law.
- A.3.c.6) In addition to the Liaison(s) employed by the Department, the State may monitor the Contract through other representatives of State as it deems appropriate. Such representative(s) shall have the same right of access to information, the facility, Inmates, and Contractor's employees and agents as set out herein for Liaison(s).

A.3.d. Multiple Liaisons.

- A.3.d.1) In the event that the Commissioner designates more than one (1) individual to act as Liaison, the State shall provide the Contractor with a

description of the Liaisons' levels of authority in writing executed by the Commissioner.

- A.3.d.2) In the event the Contractor believes it is receiving conflicting instructions from the Liaison(s) or that a Liaison is acting beyond his or her level of authority under the Contract or as provided in subsection 1), the Contractor shall notify the Commissioner in writing. The written response of the Commissioner shall be final.

A.3.e. Office Space.

- A.3.e.1) Contractor shall provide adequate office space and local telephone service for the Liaison(s) and the staff of the Liaison(s), which may include a secretary, in close proximity to other administrative offices.
- A.3.e.2) Contractor shall also provide the Liaison and staff with access to all major office equipment, at Contractor's expense.
- A.3.e.3) Contractor shall not provide the Liaison(s) or Liaison staff with gifts or any form of compensation at any time.

A.3.f. Liaison Access.

- A.3.f.1) The Liaison(s), shall have immediate, complete, and unrestricted access to all parts of the Facility at any and all times.
- A.3.f.2) The Liaison(s), shall have immediate, complete, and unrestricted access to all documents in any way pertaining to the obligations of Contractor under this Contract, including but not limited to Facility records, Inmate files, personnel files, and financial records. In the event that any such document is not located on the facility site, upon request Contractor agrees to provide the Liaison with a copy of the document within seventy-two (72) hours of the request.
- A.3.f.3) The Liaison(s), shall have immediate, complete, and unrestricted access to all meetings and hearings which in any way pertain to the obligations of Contractor under this Contract. Contractor agrees to notify the Liaison of the time, place and agenda at least twenty-four (24) hours in advance of any such meeting or hearing, unless it is not reasonable to provide said notice in which case the Liaison shall be notified simultaneously with the other participants; provided, however, the Liaison may not have access to meetings between the Facility staff and legal counsel retained by Contractor unless permitted by Contractor, but Contractor shall provide the Liaison with written notice of said meeting identifying the participants within five (5) days after said meeting.

- A.3.f.4) The Liaison(s), shall have immediate, complete, and unrestricted access to all Inmates and access at a reasonable time and place to all employees of Contractor, including but not limited to the Warden.
- A.3.g. Meetings with Liaison. Contractor agrees to hold regularly scheduled weekly meetings with the Liaison to report on the operations of the Facility and to respond to any questions raised by the Liaison. Said regular meetings shall be in addition to interim meetings requested by the Liaison; provided, however, the frequency of such meetings is subject to modification at the sole discretion of the State. Contractor agrees that a representative of the Contractor having supervisory responsibility and authority to address the issues raised shall be in attendance at said meetings. An agenda shall be developed for said weekly meetings and Meeting Minutes shall be recorded and filed with the Contract Management Unit of the Department of Correction
- A.3.h. Requests for Information.
- A.3.h.1) The Contractor shall provide the Liaison with written responses to any information requested by the Liaison or Commissioner concerning any aspect of Contractor's performance under the Contract within the period prescribed in the State's request.
- A.3.h.2) The Contractor shall certify that said information is accurate and if Contractor is unable to so certify then Contractor shall state the reason therefor.
- A.3.h.3) Upon written request by the Liaison or Commissioner, the Contractor shall compile information in the requested form and provide documentation substantiating said information.
- A.3.h.4) Contractor shall not destroy any document related in any way to the Contractor's performance under the Contract without the prior written consent of the Liaison.
- A.3.i. Routine Documents. The Contractor shall provide the Liaison upon request with a copy of, or opportunity to review, all routine documents generated by the Contractor contemporaneously with the dissemination of the document. The Liaison shall notify the Contractor in writing of the requested routine documents.
- A.3.j. State Inspection. The Commissioner or his/her designee(s) shall have the same access as described in Section A.3.f, Liaison Access, which access shall include but not be limited to persons designated by the Commissioner to inspect the facility and/or audit Facility and/or Contractor's performance under the Contract. Contractor is also obligated to provide appropriate access to authorized inspection and regulatory agencies. The Contractor shall exercise due diligence for the safety and welfare of the Liaison, any other State employee, and any visitor at the Facility.

A.3.k. Immediate Compliance.

- A.3.k.1) If the Commissioner determines that the Contractor is not operating in compliance with a term or condition of this Contract which in the opinion of the Commissioner may adversely affect the security of the Facility or which may present a hazard to the safety or health of Inmates or other individuals, the Contractor shall be notified in writing (or verbally if it is believed an emergency situation exists). The notice shall direct the Contractor to immediately correct the noncompliance.
- A.3.k.2) The Contractor shall immediately notify the Commissioner of the proposed corrective action. If the Commissioner does not object to the proposed corrective action, the Contractor shall immediately implement said corrective action.
- A.3.k.3) If the Commissioner disagrees with the proposed corrective action or if the Contractor fails to notify the Commissioner immediately of its proposed corrective action, the Commissioner shall specify corrective action which the Contractor shall immediately implement.
- A.3.k.4) Notwithstanding any provision contained herein to the contrary, in such a circumstance, the Contractor shall immediately implement the corrective action specified by the Department before any appeal is taken.
- A.3.k.5) In the event the Contractor disagrees with the determination of noncompliance or designated corrective action, a request for reconsideration may be taken to the Commissioner. In no event shall the corrective action be delayed pending appeal. Upon examination, if the Commissioner determines in his sole discretion that a noncompliance did not exist or that the corrective action required by the Department was excessive, the Commissioner shall authorize payment to the Contractor of the actual expense incurred in taking said corrective action or excessive corrective action upon receipt of appropriate documentation substantiating said expense from the Contractor. All directions and actions by the Commissioner and actions by the Contractor shall be recorded and reported in writing as soon as practical and filed with the Contract Management Unit.

A.3.l. Incident Reports. Contractor shall implement Department Policy 103.02 regarding the reporting of incidents.

A.3.m. Financial Statement. On or before April 1 of each year during the term of this Contract, Contractor shall provide the Commissioner with a copy of its previous fiscal year's audited annual financial statements.

A.4. OPERATION OF FACILITY

A.4.a. Obligations of Contractor. Contractor agrees to perform all acts and services and comply with all duties and promises as described and in conformance with the following:

- A.4.a.1) all applicable constitutional standards, federal, state and local laws, court decisions, and Court Orders and consent agreements, whether currently existing or as may be enacted or rendered in the future;
- A.4.a.2) all State and Departmental policies specified in Appendix C, as same may be amended in writing by the Department during the term of this Contract, or in the discretion of the Commissioner, policies approved by the Department which may not be identical to State or Department policies;
- A.4.a.3) such other policies as the Department may make applicable to the Contractor in writing during the term of the Contract as same may be amended during the term of this Contract;
- A.4.a.4) ACA standards;
- A.4.a.5) the terms of this Document;
- A.4.a.6) the terms of the RFP; and
- A.4.a.7) the terms of the Proposal.

The standards articulated in 1) through 7) shall hereinafter collectively be referred to as "Standards."

A.4.b. Obligations of State. State agrees to perform its obligations as described in this Document and the RFP. Notwithstanding any provision contained herein to the contrary, the parties agree that the State incurs no obligations as may be contained in the Proposal.

A.4.c. Conflicts.

- A.4.c.1) In the event of an irreconcilable conflict among the Standards, the Contractor is required to follow the Standard as determined by the Liaison.
- A.4.c.2) In the event of disagreement between the Contractor and the Liaison regarding which item provides the Standard of service, the Commissioner or his designee shall make the final decision.
- A.4.c.3) Approval by the State of any policy or procedure submitted by the Contractor which may deviate from the Standards shall not relieve Contractor of the obligation to follow the Standards.

- A.4.c.4) In the event of conflicts between the RFP and this Document regarding the State's obligations, the State shall comply with this Document.
- A.4.d. Policy and Procedures Manual. The Contractor, on or before January 15, 2002, shall provide the State with a written Policy and Procedures Manual which shall contain policies and procedures for all services to be rendered by Contractor in accordance with the Standards. Said manual shall establish the policies and procedures the Contractor shall follow in all areas covered by this Contract, including the areas covered by the Department policies listed in Appendix C. Said manual shall be subject to the written approval of the State and said manual shall not be altered, amended, modified, revised or supplemented without the prior written approval by the State. The Contractor shall implement the provisions of said manual throughout the term of this Contract.
- A.4.e. Assignment and Transfer of Inmates.
- A.4.e.1) Inmates will be assigned to the Facility in accordance with Department policies. Contractor may not refuse to accept any Inmate assigned to the Facility, but if the Contractor believes that an Inmate has been erroneously assigned to the Facility, it may request his transfer in writing, through the Liaison citing the appropriate sections of Department policy. Any decision by the Department on such request shall be final.
- A.4.e.2) Contractor's requests for reassignment of Inmates from the Facility to another institution for medical, psychiatric, disciplinary or administrative reasons or for Inmate furloughs will be made in writing through the Liaison and evaluated by the Department. Any decision by the Department on such request shall be final.
- A.4.e.3) The State may transfer Inmates from the Facility with said decision to transfer being within the State's sole discretion.
- A.4.f. Safety and Emergency Procedures
- A.4.f.1) The Contractor, on or before January 15, 2002, shall develop and submit (1) written riot and disturbance control contingency plans, and (2) disaster preparedness plans to the State. Contractor shall cooperate with State in preparing contingent Inmate relocation plans
- A.4.f.2) At a minimum, the Contractor shall implement the written guidelines for the prevention of fire, safety inspections, maintenance of fire alarm and smoke detection systems, fire evacuation drills, evacuation plans, a procedure to report job-related injuries, and provisions for testing equipment to maintain essential lighting, power and communications contained in its Proposal. All such procedures will comply with National

Fire Protection Association life safety codes and Department Policies 112.04, 112.05, and 112.09.

- A.4.f.3) The Contractor shall develop and submit to the State plans for the search and apprehension of any escaped Inmate, on or before January 15, 2002. Said plans shall address the Contractor searching for any escapee off the grounds of the Facility and coordination with local and State authorities. Contractor shall implement said plans regarding any search off the grounds of the Facility only if so requested by the Commissioner.
- A.4.f.4) During the term of the Contract, the Contractor shall develop and submit to the State in writing any other emergency and control plans as may be requested in writing by the Department within the time period set out in said request.
- A.4.f.5) All plans under this Section must be submitted to the State and approved by the State in writing. Contractor agrees to make any revisions, deletions or additions requested by the Commissioner or his designee. Upon written approval by the State, Contractor shall begin immediate implementation of the plans or in the case of contingency plans, certify that Contractor has the ability and shall implement the plan if the contingency occurs. Said plans may not be revised, amended, altered, or supplemented without prior written consent of the State.
- A.4.f.6) All plans must be in conformance with the Standards.

A.4.g. Medical and Mental Health Services.

- A.4.g.1) Contractor shall provide all physical health services, mental health services and dental services as specified in this Section and in the Standards utilizing Department health services medical records forms and mental health service forms, as said forms may be revised or supplemented during the term of this Contract.
- A.4.g.2) At a minimum, these services must meet the Standards.
- A.4.g.3) The Contractor shall ensure that all physical, mental, and dental health care is provided by appropriately licensed and/or qualified health care professionals
- A.4.g.4) The physical, mental, and dental health services delivery shall include but not be limited to the following:
 - A.4.g.4)(a) 24 hour-a-day, 7 day-a-week emergency physical and mental health care;
 - A.4.g.4)(b) 24 hour-a-day, 7 day-a-week on-site RN coverage;

- A.4.g.4)(c) initial health screening;
 - A.4.g.4)(d) health appraisal examination;
 - A.4.g.4)(e) daily triaging of complaints;
 - A.4.g.4)(f) daily sick call per normal workday schedule;
 - A.4.g.4)(g) infirmary operation with at least supervision by an RN twenty-four hours per day, seven days per week;
 - A.4.g.4)(h) use of the Department health and programmatic records;
 - A.4.g.4)(i) special medical and/or mental health programs and services for, but not limited to, Inmates with chronic needs or requiring convalescent care;
 - A.4.g.4)(j) mental health, sex offender screening and aftercare, and substance abuse services;
 - A.4.g.4)(k) Specialty physician care; (The State may, in its sole discretion, allow the Contractor to use the health services at the Lois M. Deberry Special Needs Facility (DSNF), provided, however, that the Contractor shall enter into an agreement for usage and payment for said services with the State's health services contractor.)
 - A.4.g.4)(l) ancillary services - radiology, laboratory, etc.;
 - A.4.g.4)(m) dental services - routine;
 - A.4.g.4)(n) pharmaceutical services and supplies;
 - A.4.g.4)(o) optometry services (provided on site);
 - A.4.g.4)(p) health education;
 - A.4.g.4)(q) inpatient hospitalization services;
 - A.4.g.4)(r) outpatient hospitalization services.
- A.4.g.5) The Contractor shall be responsible for all medication costs except for the conditions noted in Section A.4.g.5)(c) of this Contract.
- A.4.g.5)(a) The Contractor shall submit to the State's director of mental health a monthly pharmaceutical utilization report denoting, but not limited to, the following: the prescriber, inmate number, diagnosis, type of medication, and associated cost.

- A.4.g.5)(b) The Contractor shall be responsible for securing the services of a pharmaceutical company that provides a delivery system that assures that medications are properly stored, packaged, and administered and provides for accountability of controlled substances.
- A.4.g.5)(c) The Contractor shall document that the medication prescribed to the patient has been explained. Drug-specific medication information fact sheets shall be signed and dated by the patient and placed in the health record. The fact sheets shall be accessible to the patient.
- A.4.g.5)(d) The Contractor's formulary shall encompass an acceptable range of medications that includes both new and older generation medications, as well as generic equivalents. The Contractor shall have in place a non-formulary request process.
- A.4.g.6) The Contractor shall furnish eyeglasses, hearing aids, and dentures.
- A.4.g.7) In the event it is the opinion of the Contractor's Medical Director that an Inmate's health or well-being would suffer or be damaged if a needed prosthesis is denied the Inmate, then said prosthesis shall be provided by the Contractor.
- A.4.g.8) The Contractor shall be responsible for security services for inpatient care during the confinement period for which the Contractor is financially responsible, other than at a Departmental facility. Contractor shall provide security at an off-site medical facility after the Department assumes responsibility, if requested to do so by the Department. In such instances, the State shall reimburse the Contractor for the actual cost of providing such security services.
- A.4.g.9) Mental Health. Provide a sixty-four (64) bed mental health housing unit that provides two (2) distinct functions.
 - A.4.g.9)(a) The first operational responsibility shall be to accept those TDOC patients who are in need of therapeutic services in a sheltered environment. Services shall include, but not be limited to, diagnostic evaluations or assessments (when deemed necessary), psychopharmacological interventions, institutional job integration (when applicable), individual and/or group counseling to address psychological/ psychosocial deficits. Referral to this programming component shall be made available to the entire correctional system. The intent of this program component is not to serve those TDOC patients who are in need of intensive psychiatric intervention, such as those at the Lois M. DeBerry Special Needs Facility.

All programming curriculum shall be annually approved in written form by the institutional psychologist. The Contractor shall develop and have in place program outcome measures that shall be reviewed by the State's Director of Mental Health Services and/or designee. The State reserves the right to modify the curriculum and recommend reasonable program delivery change if it is determined that participants are not benefiting.

Referring TDOC facility mental health treatment teams will address the following admission criteria when processing a referral to the mental health housing unit:

- (i) A comprehensive discharge/transfer summary from the sending mental health treatment team will be signed and forwarded to the receiving facility as part of the referral process,
- (ii) The inmate/patient will possess a Global Assessment of Functioning (GAF) Score between 31 and 60,
- (iii) The inmate/patient will possess a DSM IV disorder,
- (iv) The inmate/patient has the ability to participate in structured activities when stabilized on medication,
- (v) The inmate/patient has the ability to function in group activity with minimal supervision
- (vi) The inmate/patient has the ability to participate in some unsupervised movement outside the unit, or
- (vii) The inmate/patient is considered by the institutional mental health treatment team to be in need of a structured treatment program.

A.4.g.9)(b) The second operational responsibility of this mental health housing unit shall be to serve strictly as a sheltered housing assignment for select TDOC Inmates. Placement on this unit shall be determined by the referring mental health treatment team. Inmates referred to this component of the program may or may not be actively receiving psychiatric services, specifically medications. Those patients receiving outpatient services upon the time of referral will continue to receive such care in the same manner upon placement in the unit until a review by the mental health staff subsequently changes the need for them to remain in this type of unit. Referring TDOC facility mental health treatment teams will address the following admission criteria when considering a sheltered housing assignment:

- (i) A transfer summary will be signed by the treatment team and forwarded as part of the referral,
- (ii) The Inmate is of medium custody or less,
- (iii) The Inmate has a BETA score between 60 and 80,
- (iv) The Inmate has a reading level of 5th grade or less (per WRAT III),
- (v) Reported history by the inmate of physical, sexual, and/or emotional abuse,
- (vi) An inmate possessing a Class A disciplinary of a violent nature within the last 18 months will not be eligible for placement.

A.4.g.9)(c) Discharge criteria for either program component shall be as follows:

- (i) Demonstrates ability to remain compliant with medication(s), if applicable, and has met the program expectations to the best of his ability;
- (ii) Ability to function in a general population environment as determined by the treatment team;
- (iii) Meets criteria for admission into the DSNF; or
- (iv) Direct parole/discharge from TDOC custody.

A.4.g.9)(d) Inmates discharged pursuant to A.4.g.9)(c)(ii) shall be returned to the referring facility, provided that the Inmate is determined to be suitable for placement in the general population of the referring facility (except when the transfer is to DSNF for an increased level of care).

A.4.g.9)(e) The mental health coordinator shall have in place a waiting list for both program components as a means of prioritizing and tracking referrals.

A.4.g.9)(f) Referrals made for Inmates/patients requiring treatment shall take priority over referrals for sheltered housing when considering bed occupancy.

A.4.g.10) Sex Offender. A sex offender aftercare treatment program that conforms to the department's policies and procedures shall be provided by Contractor. Screening of Inmates shall be provided for the purpose of placement into the Department's intensive treatment program.

- A.4.g.11) Substance Abuse. Substance abuse programming that emphasizes relapse prevention and provides for after-care or self-help treatment services shall be provided by Contractor.
- A.4.g.12) Notwithstanding any provision contained herein to the contrary, the Contractor shall be responsible for the cost of providing all health, medical, mental health, and dental services, including but not limited to inpatient hospitalization, any surgery and specialty services, medications, specialty clinics, medically related transportation and the costs associated with the provision of services described in this section unless specifically excluded or limited below under Exclusions And Limitations.
- A.4.g.13) Exclusions and Limitations.
- A.4.g.13)(a) If the inmate is hospitalized at a non-Departmental facility, the Contractor shall not be responsible for Inpatient-Hospital Costs which exceed \$4000.00 per Inmate per admission. The Department will decide on the location of care and confinement following this initial period and may, in consultation with the Contractor's representative, decide to utilize Departmental facilities during the initial period of inpatient care. The Contractor shall not have access to the Department's facilities without the Department's approval. If an inmate is housed and treated at a Departmental facility, the Department will assume financial responsibility for expenses incurred within its facilities. Provided, however, notwithstanding any provision contained herein to the contrary, any Inmate medical expenses resulting from the negligence or willful wrongdoing of the Contractor, its officers, agents or employees, shall be fully paid for by the Contractor.
- A.4.g.13)(b) The Contractor shall not be responsible for the cost of providing anti-retroviral medications therapeutically indicated for the treatment of Inmates with AIDS or HIV infection.

A.4.h. Food Service.

- A.4.h.1) Contractor will provide food service for the Inmates and volunteers in accordance with the Standards, including but not limited to the provision of special diets and three (3) meals for each Inmate served at regular times during each twenty-four (24) hour period with no more than fourteen (14) hours between the evening meal and breakfast.
- A.4.h.2) The Contractor shall not be required to follow the Department's master menu, but the food service area must comply with State health regulations and the Standards. At a minimum the amount of daily calories must conform with the recommended dietary allowances published by the National Academy of Sciences. Menus shall be

approved by a registered dietician. Menus and dietary allowances shall be filed with the Contract Management Unit.

- A.4.h.3) The Contractor is strongly encouraged to purchase food products from Tennessee's Comprehensive Food Service Program production center.

A.4.i. Laundry, Inmate Clothing and Hygiene.

- A.4.i.1) Contractor will provide complete Inmate laundry services, Inmate clothing and bed linen (including pillows, pillow cases, sheets, blankets), and towels in accordance with the Standards.
- A.4.i.2) Contractor shall implement the procedures described in the Proposal to ensure the issue of clean, usable bed linen, towels, shoes and clothing to all Inmates.
- A.4.i.3) Contractor shall provide Indigent Inmates with soap, toothbrush, toothpaste, comb, deodorant, and all other necessary hygiene supplies.
- A.4.i.4) Pursuant to *Tennessee Code Annotated* § 41-24-234(a) all Inmates shall be clothed in a uniform manufactured by TRICOR.

A.4.j. Recreation.

- A.4.j.1) Consistent with the Standards, the Contractor shall provide facilities, equipment and supplies for indoor and outdoor recreational and leisure time programs for the Inmate population.
- A.4.j.2) Contractor shall provide for a comprehensive recreational program supervised by a qualified person and shall set forth the number of hours of outdoor recreation available to each Inmate. On or before January 15, 2002, Contractor shall submit to the Department written policy and procedure which shall provide the specifics of said program and shall be subject to the prior written approval of the State.

A.4.k. Transportation.

- A.4.k.1) The Contractor will be responsible for the following Inmate transportation:
 - A.4.k.1)(a) All transportation between the Facility and the State's Turney Center located in Only, Tennessee to connect with central transportation system vehicles, to include transportation of Inmates initially assigned to the Facility and other Inmates being transferred to and from the Facility for various reasons.
 - A.4.k.1)(b) All transportation within the Local Area; and

- A.4.k.1)(c) Transportation outside the Local Area, as necessary, when the Department's central transportation is unavailable or time restricts inter-institutional transfer, including but not limited to administrative transfers initiated by the Warden and approved by the Commissioner's designee, and missed or late notification of court dates.
- A.4.k.2) The Contractor shall provide security in conformance with the Standards while transporting Inmates.
- A.4.k.3) The Department will be responsible for all other Inmate transportation via connection at Turney Center Industrial Prison for Department-mandated moves of prisoner groups for assignment purposes.
- A.4.l. Inmate Commissary.
 - A.4.l.1) Contractor will provide a commissary for Inmates which shall supply only those non-consumable items approved by the Department in writing and such consumable items as the Contractor approves.
 - A.4.l.2) The Contractor may not have items in the Commissary that are prohibited by Departmental policy.
 - A.4.l.3) Commissary items shall be sold at a reasonable price subject to the prior written approval by the Commissioner or his designee. All profits derived from the Commissary operation shall be retained by Contractor. Contractor shall utilize the statewide Inmate Trust Fund system for all commissary transactions.
- A.4.m. Mail. Contractor will provide pick up and delivery of Inmate mail in compliance with the Standards. Contractor will furnish first class postage to Indigent Inmates for the mailing of legal documents to courts or legal counsel and a reasonable amount of postage for other purposes.
- A.4.n. Religious Services. Contractor will designate adequate space within the Facility for religious services and provide religious programs and/or religious services in compliance with the Standards.
- A.4.o. Inmate Grievance Procedure. Contractor will comply with Departmental policies and procedures regarding the Inmate grievance process and the Department's system for maintaining grievance-related records, as said policies and/or system may be revised during the term of this Contract.
- A.4.p. Security.
 - A.4.p.1) Contractor shall provide security in accordance with the Standards at all times in the Facility, and while Contractor is transporting Inmates and at all other times unless relieved of said obligation by the Commissioner in writing. All Contractor policies and procedures regarding security shall

be provided to the State on or before January 15, 2002. Said policies and procedures shall be in accordance with the Standards and subject to written approval by the State prior to implementation. Contractor shall comply with said policies and procedures during the term of this Contract. All Inmate program activities in accordance with the Standards shall take place within the Facility. No Inmate shall leave the Facility except under security escort unless provided for by Department policy.

- A.4.p.2) At a minimum, the Contractor shall provide security, perimeter control, facility control, control center function, post orders, security patrols, security inspections, counting procedures, key control, procedure for search and control of contraband, tool control, escape plan detection, appropriate use of security equipment, use of restraints, use of firearms and chemical agents, tactical unit procedure, inspections, housing unit assignment plans and internal and external movement control procedures and periodic shakedowns. Security procedures will be in compliance with Departmental policy when applicable.
- A.4.q. Visitation. Contractor shall designate physical space and provide appropriate security and supervision for indoor and outdoor visitation in accordance with applicable Standards, no less frequently than at comparable Department facilities. Contractor shall furnish State with a written attorney visitation policy no later than January 15, 2002.
- A.4.r. Access to Courts. Contractor shall provide Inmates with constitutionally required access to the courts as required by the Standards.
- A.4.s. Inmate Discipline.
 - A.4.s.1) The Contractor shall implement Department Inmate disciplinary rules and procedures as they may be amended by the Department.
 - A.4.s.2) All disciplinary processes and board activities must strictly adhere to Department Policies 9502-01, 502.01.1, 9502.02, 502.04, and 502.05.
 - A.4.s.3) Contractor agrees that no Inmate will be disciplined except in accordance with this Section and the Standards.
 - A.4.s.4) The Contractor shall use the present or any future system established by the Department for recording disciplinary information.
- A.4.t. Use of Force.
 - A.4.t.1) The Contractor shall comply with Department Policy 9506.07, "Use of Force/Security Devices;" Policy 9506.07.1, "Use of Chemical Agents;" and 9506.07.1, "Use of Electronic Restraint Devices." Any internal policies and procedures and revisions thereto shall be in accordance with the Standards and subject to written approval by the State.

- A.4.t.2) Notwithstanding any provision contained herein to the contrary, no use of force shall be allowed by Contractor except as in accordance with the Standards.
- A.4.t.3) Contractor's employees shall be allowed to use force only
 - A.4.t.3)(a) While on the grounds of the Facility;
 - A.4.t.3)(b) While transporting Inmates;
 - A.4.t.3)(c) During periods of community hospitalization;
 - A.4.t.3)(d) During court proceedings;
 - A.4.t.3)(e) While pursuing escapees from the Facility if the Commissioner requests said pursuit; and
 - A.4.t.3)(f) While supervising Inmates away from the Facility and then only in accordance with the policies and procedures described in (a) and (b) above.
- A.4.t.4) Contractor's employees shall be authorized to use such non-deadly force as the circumstances require only in the following situations:
 - A.4.t.4)(a) To prevent the commission of a felony or misdemeanor, including escape;
 - A.4.t.4)(b) To defend themselves or others against physical assault;
 - A.4.t.4)(c) To prevent serious damage to property;
 - A.4.t.4)(d) To enforce institutional regulations and orders; and
 - A.4.t.4)(e) To prevent or quell a riot or disturbance.
- A.4.t.5) Contractor's employees shall be authorized and trained to use deadly force in accordance with TDOC Policy 9506.08 and the Standards. The Contractor's employees authorized to use firearms must at a minimum meet the qualifications set forth in T.C.A. §62-35-117. Deadly force may be used only as a last resort and then may be used only to prevent escape, to prevent the loss of life or serious bodily harm, or to quell a rebellion, riot, or disturbance in which loss of life or serious injury to an individual is imminent. Only those employees who are appropriately trained and, if applicable, authorized by law shall be authorized to carry and use firearms.

A.4.u. Sentence Reduction Credits.

- A.4.u.1) Contractor shall submit sentence credit reports to the Contract Liaison monthly.
- A.4.u.2) The decision on award or forfeiture of sentence credits remains solely with the Department.
- A.4.v. Sentence Computation. Contractor shall provide the State with essential data and information relating to sentence computation. All sentence computations, including calculation of Inmate release and parole dates, shall be done by the Department and copies furnished to Contractor and Inmates. All other record keeping functions (e.g. posting of disciplinary reports, filing, updating Inmate assignments, custody levels, etc.) are the responsibility of the Contractor.
- A.4.w. Records and Reports.
 - A.4.w.1) Contractor shall provide for comprehensive operations and Inmate record and reporting systems for the Facility in compliance with the Standards and Department policy including the automated Inmate records and reporting system operated by the Department which shall include but not be limited to the following:
 - A.4.w.1)(a) Inmate institutional records on each Inmate including, but not limited to, personal data, personal inventory receipts, disciplinary action reports, incident reports, release information, classification and counseling records, dental, psychiatric and medical records.
 - A.4.w.1)(b) documentation regarding complaints against Contractor's staff, the number and nature of violent or other disruptive incidents among Inmates or against staff, the number and nature of disciplinary actions against staff, the rate at which Inmates complete programs successfully, the number of Inmates productively active and the level of production;
 - A.4.w.1)(c) identification of all Inmates at the Facility and their actual assigned physical location within the Facility;
 - A.4.w.1)(d) identification of Facility staff and other authorized persons who have direct access to Inmate records; and
 - A.4.w.1)(e) provision of all reports requested by the State in writing for monitoring or evaluation of the Contract or any court-ordered compliance.

The system shall adhere to the Standards governing confidentiality.

- A.4.w.2) The Contractor shall maintain a permanent log in addition to shift reports that record routine and emergency situations. Each shift shall maintain records of pertinent information regarding individual Inmates

and groups of Inmates. These records shall be compiled daily and reviewed by appropriate supervisory staff.

- A.4.w.3) All computer equipment and communication lines necessary to interface with the Department's Tennessee Offender Management Information System (TOMIS) will be provided by the Department at no cost to the Contractor.
- A.4.w.4) Contractor will be required to incorporate into its operation all new systems developed to report and track Inmate record information designated by the Commissioner.
- A.4.w.5) Upon request, all records, reports and documents will be made available immediately to the Contract Liaison for review. At the conclusion of the Contract, all records shall be turned over to the Department.
- A.4.w.6) The Contractor shall prepare and submit to the Contract Liaison such reports as are required by the State. Unless otherwise notified in writing by the Contract Liaison, these reports include the following which must be Submitted on a monthly basis:
 - A.4.w.6)(a) Unusual Occurrence Reports
 - A.4.w.6)(b) Incident Reports
 - A.4.w.6)(c) Disciplinary Reports
 - A.4.w.6)(d) Medical Summaries
 - A.4.w.6)(e) Program Activity Summaries
 - A.4.w.6)(f) Inmate Grievances
- A.4.w.7) Contractor shall promptly notify the Contract Liaison whenever an Inmate leaves the Facility on court order.

A.4.x. Escapes.

- A.4.x.1) The Contractor shall exercise its best efforts to prevent escapes from the Facility. If the frequency of escapes or attempted escapes shall be in excess of the frequency of escapes or attempted escapes from comparable State facilities without good cause or shall exhibit a disregard for the safety of the general public, the State may declare the Contractor in Breach pursuant to Section E.4. Said determinations shall be within the sole judgment of the Commissioner.
- A.4.x.2) In the event of an escape resulting in whole or part from Contractor's failure to perform pursuant to the provisions of this Contract, the State may seek damages in a court of competent jurisdiction.

A.4.y. Post Orders.

- A.4.y.1) Contractor shall develop and submit to the State, as soon as each is available, but no later than January 15, 2002, Post Orders required by this Contract in compliance with the Standards.
- A.4.y.2) Post Orders shall be by post and shift and shall include Post Orders for all security positions.

A.4.z. Policy Audit. The Contractor shall be inspected or audited at least annually in accordance with TDOC Policy 103.07 with respect to the implementation of at least those policies and procedures listed in Appendix C. The Contractor may, in addition and at its own expense, elect to have a policy audit conducted using personnel independent from the Contractor. The implementation will be in compliance with Tennessee Department of Correction Policies 103.07 and the Contractor will respond as required. In the event an audit reveals a Breach, as defined in Section E.4, by the Contractor, the State shall have available the remedies set out in Section E.4.

A.4.aa. Inmate Work.

- A.4.aa.1) The Contractor shall establish work programs in accordance with the Standards.
- A.4.aa.2) Inmate work is subject to the written approval of the Commissioner pursuant to T.C.A. 41-24-110 or as the same may be modified or amended in the future.
- A.4.aa.3) Any minimum restricted or higher custody Inmate working outside the secured perimeter must be under armed supervision.
- A.4.aa.4) The Contractor will be allowed to use Inmate labor for Facility operations and maintenance to the same extent Inmate labor is utilized in other State facilities pursuant to State policy and not for the benefit of the Contractor. The Contractor shall submit Inmate job descriptions for the State's written approval via TOMIS before assigning jobs to Inmates. Job assignments and re-assignments shall be made by the Contractor only after the job description has been approved in writing by the State. No Inmate shall ever be placed in a position of authority or control over another.
- A.4.aa.5) In emergency situations, the Department, in its sole discretion, may require the Contractor to furnish Inmates and security for outside work crews. Labor costs of security services associated therewith shall be reimbursed at the Contractor's actual cost, plus expenses and cost of operation.
- A.4.aa.6) Inmates shall not perform services or produce goods for use outside the Facility except upon written consent of the Commissioner.

A.4.aa.7) The Department shall provide Inmates with sentence reduction credit. The Contractor shall be responsible for establishing and administering a compensation program at its expense, which will include Inmate pay in compliance with the Standards.

A.4.bb. TRICOR.

A.4.bb.1) TRICOR currently has in place at the Facility an industry program that provides Inmate jobs. The Contractor and TRICOR may negotiate for the continuation or expansion of the TRICOR industry program at the Facility and/or other issues related to the industry program deemed appropriate by both parties. In the event the Contractor chooses not to use the Inmate jobs provided through TRICOR industry program, the Contractor shall be responsible for all costs associated with the transfer of the program to another facility, including but not limited to costs of development of a relocation plan, physical relocation of equipment and raw materials, installation of equipment at new site(s), lost production, lost sales, relocation of staff, recruitment of staff, retraining of work force, renovation of new site(s), and vendor contract costs. Security for such industry program(s) shall be provided by the Contractor. Industry supervision and management for TRICOR programs shall be provided by TRICOR.

A.4.bb.2) The Contractor is strongly encouraged to purchase consumable items used in the performance of this contract from TRICOR when costs and quality of products are similar to products otherwise purchased by the Contractor in performance of this contract.

A.4.cc. Vocational and Academic Education. Contractor shall furnish vocational and academic education as set forth in the Standards, at its expense.

A.4.dd. Classification and Case Management.

A.4.dd.1) Contractor shall comply with Departmental policies regarding classification and reclassification services.

A.4.dd.2) Contractor shall be required to maintain classification information which conforms to the Department's system.

A.4.ee. Inmate Trust Fund. Contractor shall maintain an Inmate trust fund according to Department policies and shall implement the plan contained in its Proposal governing use of the Department's trust fund procedures.

A.4.ff. Sanitation and Hygiene. The Contractor shall provide for sanitation and hygiene in accordance with the Standards.

A.4.gg. Computer Software. The State shall retain proprietary rights to all State provided software utilized in connection with this Contract.

- A.4.hh. Inmate Drug Testing. Contractor will conduct drug tests in accordance with Department Policy 506.21. Contractor be will be responsible for all costs. All positive drug screens shall be confirmed through a second methodology. Selection of Inmates to be tested at random will be the responsibility of the Department.
- A.4.ii. Resumption of Control.
- A.4.ii.1) Contractor shall review and comment on the Department's plan for resumption of control within 15 days following its receipt by the Contractor. The plan will provide for the orderly transfer of control of the Facility from the Contractor to the Department, both temporarily, and under any conditions of termination. Contractor agrees to implement said plan upon written notice from Commissioner.
- A.4.ii.2) Said plan will also provide for emergency assumption of control by the Department of whole or part of the Facility under conditions of natural disaster, in the event of riot or insurrection or other emergency circumstances wherein the Commissioner deems it necessary for the State to assume temporary or permanent control of the Facility. The Commissioner shall determine whether and to what extent an emergency circumstance exists in his sole discretion. Contractor shall be responsible for any expense the State may incur in the event the Department assumes emergency control of the Facility and the Contractor's payment shall be reduced commensurate with the reduction in services provided by Contractor during the emergency period. The State may withhold these amounts from any other amounts which may otherwise be due Contractor. The plan shall address Contractor' s resumption of control after the circumstances causing the emergency assumption has ended. The plan will provide for the transfer of all records to the Department.
- A.4.jj. Accreditation. The Contractor shall maintain, at its expense, ACA re-accreditation of the Facility.
- A.4.kk. Inmate and Staff Identification. Contractor shall comply with the procedures in the Standards for Inmate and staff identification including but not limited to, uniforms, fingerprinting and photographing.
- A.4.ll. Inmate Personal Property Space. Contractor shall follow Department policy on Inmate personal property.
- A.4.mm. Library. A general Inmate library will be provided and operated by Contractor in accordance with the Standards.
- A.4.nn. Volunteer Services. Contractor shall implement the plans provided for volunteer service programs described in the Proposal in accordance with the Standards. At a minimum, the Contractor shall provide for supervision and

monitoring of the program and security background checks for volunteer applicants. Contractor shall establish and maintain a Local Volunteer Advisory Board.

A.4.oo. Release Payments for Inmates. The Contractor shall follow Departmental policy regarding transportation for discharged Inmates and discharge payments to said Inmates. The Contractor shall make such payments at its own expense without reimbursement from the State.

A.4.pp. Space for Board of Paroles/Institutional Parole Officer. Contractor shall provide a hearing room for the Board of Paroles two (2) days per month or as otherwise requested by the Board. The hearing room shall be large enough to comfortably accommodate three (3) Board members and fifteen (15) visitors. The Contractor shall provide local telephone service and furniture for the hearing room. The Contractor shall also provide furnished office space five (5) days each month, or as otherwise requested by the Board, for the institutional parole officer.

A.5. **STAFFING/EMPLOYEES**

A.5.a. Independent Contractor. Contractor is associated with the State only for the purposes and to the extent set forth in this Contract. With respect to the performance of the management services set out herein, Contractor is and shall be an independent Contractor. The Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles or any other benefit afforded to the employees of the State as a result of this Contract. Contractor, its agents and employees shall not be considered agents or employees of the State.

A.5.b. Executive Officer. The Facility and its programs shall be managed by a single executive officer employed by the Contractor (sometimes referred to herein as "Warden"). The executive officer shall be subject to the prior written approval of the State.

A.5.c. Organization. The Facility shall be managed according to the organizational chart submitted with the Proposal. Any modification or alteration to the management plan shown on said chart shall require the prior written approval of the State.

A.5.d. Personnel. Notwithstanding any provision contained herein to the contrary, Contractor shall provide adequate staff to fulfill its obligations under this Contract, which shall be at a minimum the number of staff set forth in the Proposal. Security staff vacancies shall be filled within thirty (30) days and all other vacancies shall be filled in forty-five (45) days; provided, however, that during the period of any vacancy, the services associated with said position shall be provided by Contractor unless the Commissioner has agreed in writing to the contrary with a reduction in the per diem rate as defined in Section C.11.

A.5.e. Staffing Pattern/Security Post Assignment.

- A.5.e.1) Contractor shall provide sufficient staff to ensure the appropriate supervision of Inmates at all times and at a minimum shall abide by and fulfill the staffing pattern submitted with its Proposal.
- A.5.e.2) At a minimum, Contractor shall abide by and fulfill the security post assignment schedule in its Proposal which details by day and shift the security positions and hours of work. Said security post assignment schedule shall include designation of critical posts. The Contractor shall submit Post Orders and a security post assignment roster for the prior written approval of the State.
- A.5.e.3) Contractor shall develop and submit to the Liaison on or before the twentieth (20th) of each month, its written monthly post assignment schedule for the following month.
- A.5.e.4) If the State determines at any time that the staffing pattern and/or security post assignment schedule is inadequate, the Contractor agrees to place additional employees at the Facility and/or revise and implement the revisions to its staffing pattern and security post assignment. If Contractor is required to increase staff, it may request an adjustment in the per diem pursuant to Section C.11.
- A.5.e.5) Any revisions to the staffing pattern and/or security post assignment require the prior written approval of the State. Contractor shall submit monthly staffing reports on or before the fifteenth (15th) of each month describing for the preceding month whether and to what extent Contractor has complied with the staffing pattern, security post assignment, and monthly post assignment. Staffing patterns are determined by security and program requirements and associated workloads. If changed circumstances modify those requirements or workloads the Contractor and/or the State will review those changed circumstances and a formal review will determine any changes in staffing requirements at the sole discretion of the State.

A.5.f. Job Descriptions.

- A.5.f.1) Contractor shall abide by the written job descriptions for each position in the staffing pattern as provided in the Proposal, including but not limited to job title, responsibility and required minimum experience and education.
- A.5.f.2) Any revisions or modifications of the job descriptions require the prior written approval of the State.

A.5.g. Personnel Records. A personnel record shall be maintained for each employee at the Facility which at a minimum shall contain the following: application, background investigation, dates of employment, training, performance

evaluations, and disciplinary actions. The Contractor shall obtain a signed statement from each employee authorizing the State to have access to the personnel record.

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

- A.5.h.1) the number of employees hired, indicating position, the date of termination and the date the position was vacated;
- A.5.h.2) the number of employees whose employment had been terminated for whatever reason whether voluntarily or involuntary, including reason for termination and position;
- A.5.h.3) whether any position on the staffing pattern was vacant and for how many days.

A.5.i. Reduction in Staff.

- A.5.i.1) Contractor shall immediately notify the Liaison if any positions on the staffing pattern are vacant.
- A.5.i.2) If a position described in subsection 1) remains vacant in excess of the time allowed in A.5.d, then the State shall have the option of exercising the remedies available in Section E.4.

A.5.j. Background Checks.

- A.5.j.1) Prior to employment with Contractor, applicants shall be subjected to a thorough background investigation, including criminal, employment, and medical histories. The background investigation for applicants for correctional officer positions shall also include psychological history, and such applicants shall be required to be certified by a qualified mental health professional as being free from any disorder as described in the current edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association that would, in the professional judgement of the examiner, impair the subject's ability to perform any essential function of the job or would cause the applicant to pose a direct threat to safety. Criminal and employment histories must go back a minimum of five (5) years. Said background investigations shall be available to the State upon request.
- A.5.j.2) A Security Addendum required by Title 28, Code of Federal Regulations Part 20, is appended hereto as Appendix F and incorporated by reference herein.

A.5.k. Hiring Preference. Department employees who have been laid off shall also be given a hiring preference in the staffing of the Facility according to T.C.A. 24-24-101, *et seq.*, and shall comply with T.C.A. Sections 41-24-112 and 41-24-

113 in all respects, as those sections may be modified or amended in the future.

A.5.l. State Assistance.

- A.5.l.1) During the term of the Contract, Contractor shall send a representative to participate in periodic meetings regarding Departmental activities and shall send a representative to sessions in which relevant policy modifications are being discussed or presented.
- A.5.l.2) Contractor shall receive written notice of the time, place and agenda of the meetings or sessions described in subsection 1) at the same time Department employees are provided notice.
- A.5.l.3) Said meetings or sessions shall be held within the State, and Contractor shall bear any and all expense associated with its representative being present.
- A.5.l.4) The Department shall supply Contractor with technical assistance, consultation and informational support consistent with that provided other comparable institutions in accordance with the Standards provided, however, said support shall consist solely of advice and consultation.

A.5.m. Training. Contractor shall provide training programs for all employees in accordance with the Standards. All costs incurred for said orientation and training programs shall be borne by Contractor. The Contractor's employees shall receive at least the same number of hours of orientation, pre-service, and in-service training as required by ACA Standards.

The Liaison shall be permitted to review training curricula and other training-related records and to audit training classes at any time.

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

A.5.n. Drug Free Work Force. Contractor shall at all times maintain a drug free work force and shall implement the plan contained in its Proposal for maintenance of a drug free work force and the employee assistance program described in its Proposal.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on March 1, 2002, and ending on June 30, 2005. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The State reserves the right to extend this Contract for an additional two-year period, provided that the State notifies the Contractor in writing of its intention to do so on or before March 1, 2005. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed seventy-six million five hundred seventy-four thousand five hundred nine dollars (\$76,574,509.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3 and Section A.4.aa.5. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

PERIOD	MAXIMUM ALLOWABLE PER INMATE DAY (PER DIEM)
March 1, 2002 - June 30, 2002	\$35.78

July 1, 2002 - June 30, 2003	\$36.98
July 1, 2003 - June 30, 2004	\$38.18
July 1, 2004 - June 30, 2005	\$39.43
July 1, 2005 - June 30, 2006 *	\$40.71
July 1, 2006 - June 30, 2007 *	\$42.04

* - Contingent upon Contract extension by Amendment

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

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

- C.9. Expansion. In the event the State exercises its right to construct additional buildings at the Facility and/or to expand the capacity of existing buildings at the Facility, the parties will negotiate a Per Diem Rate for such additional Inmates, it being the intent of the parties that the State will pay only the marginal costs for such additional Inmates. In no event shall negotiated marginal costs for additional Inmates exceed the rates in the Contractor's original proposal.
- C.10. Billing Disputes. If the amount to be paid to Contractor is disputed by the State, the State, on or before the date the invoice is payable, shall advise the Contractor of the basis for the dispute and, in the manner provided above, pay the amount of such invoice which is not in dispute.
- C.11. Compensation Adjustment for Change of Services.
- C.11.a. The parties recognize that each has entered into this Contract based upon the Standards in effect as of the Effective Date of the Contract. Contractor agrees to be bound by any applicable Standard change and said change shall not affect the validity of this Contract. If a change occurs in an applicable Standard other than as provided in subsection b) herein, either party may notify the other in writing if it is believed said change shall affect the services delivered by the Contractor. The Commissioner shall make the final, binding decision regarding whether a change has occurred in an applicable Standard and whether said change affects the services rendered by the Contractor. Any adjustment in compensation due the Contractor shall be determined in accordance with subsection d).
- C.11.b. If Contractor desires to make minor revisions to its Proposal which will not affect its ability to comply with the other Standards, the Contractor shall notify the Commissioner of said proposed revision in writing. Said minor revisions to the Proposal may occur only upon the prior written consent of the Commissioner. It shall be within the Commissioner's sole discretion whether or not to agree to said minor revision and his decision shall be binding. Any adjustment in compensation resulting from said minor revision shall be determined in accordance with subsection d). This provision is an exception to Sections E.36 and E.37.
- C.11.c. In the event Contractor may receive payments or compensation of any nature for services it is obligated to perform under this Contract from any source, including but not limited to federal, state or local authority, or any third party, other than the compensation described in this Contract, Contractor shall receive prior written consent and direction from the State prior to receiving any such additional compensation. The State may withhold a comparable amount from any payments due the Contractor. In the event said additional compensation is used to provide enhanced or innovative services at the Facility as compared to the services provided by the Department at comparable facilities, Contractor must still receive prior written consent from the State prior to receiving said compensation before the Contractor may retain those funds.

The Commissioner shall decide whether the funds will be used to provide enhanced or innovative services at the Facility.

C.11.d. Within thirty (30) days of the notices required in subsections a) through c) above, Contractor shall provide State with the proposed adjustment in compensation and appropriate documentation in support thereof. The Commissioner shall decide whether and to what extent an adjustment in Per Diem Rate is appropriate. In the event the proposed adjustment decreases the Per Diem Rate then the Commissioner may agree to reduce said Per Diem Rate, provided, however, in the event the proposed adjustment increases the Per Diem Rate then the Per Diem Rate may be increased only by amendment to this Contract as described in Section E.36.

C.12. Failure to Agree on Billing Dispute or for Additional or Reduced Services.

C.12.a. In the event Contractor disagrees with the State's failure to pay a disputed amount under Section C.10, disagrees with the adjustment in compensation determined by the Commissioner under Section C.11 or disagrees with any other aspect or amount of payment made by the State then the Contractor shall submit a claim and the grounds for said disagreement in writing to the Commissioner within thirty (30) days of the date the State either makes partial payment of the disputed bill or refuses disputed bill in its entirety. Failure of the Contractor to submit said claim and grounds to the Commissioner in writing within the time period described herein shall be an absolute waiver of said claim. The State shall be afforded a sixty (60) day period in which to review the claim and effect a cure or take reasonable steps to effect a cure, if it deems a cure appropriate.

C.12.b. In the event the Contractor timely provides the notice described in subsection a), then Contractor may file a claim against the State before the appropriate forum in Tennessee with jurisdiction to hear said claim. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear said claim within one (1) year of the notice described in subsection a) shall operate as a waiver of said claim in its entirety. It is agreed by the parties that this provision establishes a Contractual period of limitations for any claim brought by the Contractor. Neither this Section nor any other provision of this Contract creates or expands jurisdiction of any court or commission over the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer,

agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

- D.3. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.4. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.5. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.6. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.7. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.8. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance,

including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.9. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.10. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.11. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.12. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.13. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.14. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.15. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Donal Campbell, Commissioner
Department of Correction
4th Floor, Rachel Jackson Bldg.
320 Sixth Avenue North
Nashville, Tennessee 37243-0465
Phone: 615-741-1000
Fax: 615-532-8281

The Contractor:

John D. Ferguson
President and Chief Executive Officer
Corrections Corporation of America
10 Burton Hills Blvd.
Nashville, Tennessee 37215
Phone: 615-263-3001
Fax: 615-263-3010

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- I) failure to perform in accordance with any term or provision of the Contract;
- II) partial performance of any term or provision of the Contract;
- III) any act prohibited or restricted by the Contract, or
- IV) violation of any warranty.

For purposes of this contract, items I through IV shall hereinafter be referred to as a "Breach."

E.4.a. Contractor Breach — In event of a Breach by Contractor, the state shall have available the following remedies as described further herein:

E.4.a.1) Actual Damages and any other remedy available at law or equity;

E.4.a.2) Liquidated Damages— the State may withhold as liquidated damages the amounts designated on Appendix E of this contract from any amounts owed Contractor.

E.4.a.2)(a) The State shall notify Contractor in writing of the Breach and the amounts to be withheld as Liquidated Damages.

E.4.a.2)(b) The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the liquidated damages contained in Appendix E and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach.

E.4.a.2)(c) It is hereby agreed between the parties that the liquidated damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include: any injury or damage sustained by a third party and Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract;

E.4.a.2)(d) The State may continue to withhold the liquidated damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract.

E.4.a.2)(e) The State is not obligated to assess liquidated damages before availing itself of any other remedy.

E.4.a.2)(f) The State may choose to discontinue liquidated damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said liquidated damages previously withheld except in the event of a Partial Default.

E.4.a.3) Partial Default

E.4.a.3)(a) In the event the State declares a Partial Default, the State shall provide written notice to the Contractor of the following:

- (i) The date which Contractor shall terminate providing the service associated with the Breach; and
 - (ii) The date the State will begin to provide the service associated with the Breach.
- E.4.a.3)(b) The State may revise the time periods contained in the notice written to the Contractor.
- E.4.a.3)(c) In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of:
 - (i) amounts which would be paid the Contractor to provide the defaulted service as provided in subsection (4); or
 - (ii) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party.
- E.4.a.3)(d) To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.
- E.4.a.3)(e) The State may assess liquidated damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said liquidated damages to cease when said Partial Default is effective.
- E.4.a.3)(f) Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4.a.3)(g) Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.
- E.4.a.4) Termination of the Contract — In the event of a Breach by Contractor, the State may terminate the Contract immediately or in stages.
 - E.4.a.4)(a) The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice.
 - E.4.a.4)(b) The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or

that the Contractor shall cease operations under this Contract in stages.

E.4.a.4)(c) Contractor agrees to cooperate with the State in the event of a termination, Partial Default or Partial Takeover.

E.4.a.4)(d) In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity.

E.4.a.4)(e) In the event of a termination, the Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract.

E.4.b. State Breach — In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within thirty (30) days of any Breach of contract by the State. Said notice shall contain a description of the Breach.

E.4.b.1) Failure by the Contractor to provide the written notice described in section E.4.b. shall operate as an absolute waiver by the Contractor of the State's Breach.

E.4.b.2) In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract.

E.4.b.3) In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described in section E.4.b. operates as a waiver of the State's Breach.

E.4.b.4) Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the notice described in section E.4.b. shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.5. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State.

- E.5.a. Contractor shall be given at least thirty (30) days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption.
 - E.5.b. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract.
 - E.5.c. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service.
 - E.5.d. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.6. Performance Bond. Upon approval of the Contract by all appropriate State officials in accordance with applicable State laws and regulations, the Contractor shall furnish a performance bond in the amount equal to three million seven hundred thousand dollars (\$3,700,000.00), guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the State and must be issued through a company licensed to issue such a bond in the State of Tennessee.

The Contractor shall obtain the required performance bond in form and substance acceptable to the State and provide it to the State no later than February 6, 2002. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

In lieu of a performance bond, an irrevocable letter of credit may be substituted as a surety deposit. The substitution of a performance bond with a surety deposit, as well as the form and substance of such a surety deposit, must be approved by the State prior to its submittal and may be rejected by the State at its sole discretion.

- E.7. State Interest in Equipment—Uniform Commercial Code Security Agreement. The Contractor shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code— Secured Transaction, found at Title 47, Chapter 9 of the ***Tennessee Code Annotated***, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the ***Tennessee Code Annotated***,

an intent of this Contract document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment or motor vehicles acquired by the Contractor pursuant to the provisions of this Contract document. A further intent of this Contract document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Contractor pursuant to the provisions of this program's prior year Contracts between the State and the Contractor.

The Contractor hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Contractor hereby grants the State a security interest in said equipment. The Contractor agrees that the State may file this Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Contractor agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Contractor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Contractor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Contractor's breach of any covenant or agreement contained in this Contract, including the covenants to pay when due all sums secured by this Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Contractor agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Contract. The Contractor shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Percentage of state funds applied to the purchase;
- f. Location within the Contractor's operations where the equipment is used;
- g. Condition of the property or disposition date if Contractor no longer has possession;

- h. Depreciation method, if applicable; and
- i. Monthly depreciation amount, if applicable.

The Contractor shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Contractor shall inventory equipment annually. The Contractor must compare the results of the inventory with the inventory control report and investigate any differences. The Contractor must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Contractor shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

The Contractor shall submit its inventory control report of all equipment purchased with the final invoice submitted under this Contract. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control.

Upon termination of the Contract, where a further contractual relationship is not entered into, or at another time during the term of the Contract, the Contractor shall request written approval from the State for any proposed disposition of equipment purchased pursuant to this Contract. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services and in accordance with any applicable federal laws or regulations.

E.8. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.9. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- I) The Contract document and its attachments
- II) All Clarifications and addenda made to the Contractor's Proposal
- III) The Request for Proposal and its associated amendments
- IV) Technical Specifications provided to the Contractor
- V) The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties,

responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.10. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law and the Standards. All material and information provided to the Contractor by the State or acquired by the Contractor on behalf of the State whether verbal, written, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.11. Authorized Individuals. Each party hereto has provided the other party hereto with a list identifying the individuals from whom the other party is authorized to accept any notices, requests, demands, or other advice which may be given hereunder by the party providing such list. Said lists, which are attached hereto as Appendix H, shall be valid until revoked or amended by further written notice. The parties hereto shall only be entitled to rely on notices, requests, demands, or other advice given by such individuals.
- E.12. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in **Tennessee Code Annotated**, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement

System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

E.13. General Indemnification.

E.13.a. The Contractor agrees to protect, indemnify, save and hold harmless the State, all State departments, agencies, boards, and commissions, as well as officers, agents, servants, and employees of the State, including volunteers, from any and all claims, demands, expenses, and liability arising out of the performance under the Contract of the Contractor, its agents, servants, employees, subcontractors, and independent Contractors, and from any and all costs, expenses, and attorneys' fees (including costs of work done by the Attorney General or his designees incurred as a result of any claims, demand, lawsuit or cause of action.)

A.1.b. The State shall give the Contractor written notice of such claim or suit, if the State is notified first, and full right and opportunity to conduct the Contractor's defense thereof; but the State does not hereby accord to the Contractor, through its attorneys, any rights to represent the State of Tennessee and all State Departments, agencies, boards and commissions, as well as officers, agents, servants, and employees of the State, including volunteers in any legal matter; such right being governed by T.C.A. 78-6-106.

E.13.c. The State, its Departments, agencies, boards, and commissions, as well as its officers, agents, servants, and employees of the State, including volunteers shall, at the option of the Attorney General, be represented by the Attorney General, his designee, or outside counsel selected by the State and the Contractor shall be responsible for all fees, costs and expenses associated with that representation.

E.13.d. This indemnification shall include, but not be limited to, the following:

E.13.d.1) Any Breach on the part of the Contractor in the performance of the Contract;

E.13.d.2) Any claims or losses for services rendered by Contractor, by any person or firm performing or supplying services, materials or supplies in connection with the performance of the Contract;

E.13.d.3) Any claims or losses, to any person injured or property damaged from the acts or omissions of the Contractor, its officers, agents, employees in the performance of the Contract;

E.13.d.4) Any claims or losses by any person or firm injured or damaged by Contractor, its officers, agents, or employees by the publication translation, reproduction, delivery, performance, use, or disposition of any data processed under the Contract in a manner not authorized by the Contract, or by Federal, State, or local statutes and regulations; and

- E.13.d.5) Any failure of Contractor, its officers, agents or employees to observe the laws of the United States and of the State of Tennessee, including but not limited to labor laws and minimum wage laws;
- E.13.d.6) Any claims or losses resulting from the escape of an Inmate; and
- E.13.d.7) Any claims or losses to any person injured or property damaged from the acts or omissions of any Inmate.

E.14. Indemnification Regarding Policies.

- E.14.a. The indemnification of Section E.13, includes but is not limited to, any claims or losses arising from the promulgation or implementation of the Contractor's policies and procedures whether or not said policies and procedures have been approved by the State.
 - E.14.b. The indemnification of Section E.13 includes, but is not limited to any claims of the Contractor's wrongdoing in implementing the Departmental policies listed in Appendix C.
 - E.14.c. With regard to any claim that the Departmental policies listed on Appendix C are unlawful (i.e., the issue is that the policies and procedures are lawful on their face), if the State is named as a party, the Attorney General, his designee or an independent Contractor hired for that purpose will represent the State. The Contractor will be responsible for its own defense. The State will be liable for any judgment against it and the Contractor will be liable for any judgment against it. However, this subsection shall not apply if the claim in any way arises from Contractor's failure to appropriately implement policy.
 - E.14.d. The Contractor agrees to send copies of any and all documents which have been filed in any lawsuit naming the Contractor and/or its employees in which concern the operation of the Facility under this Contract to the State.
 - E.14.e. Contractor shall not waive, release, or otherwise forfeit any possible defense the State may have regarding claims arising from or made in connection with the operation of the Facility by Contractor without the consent of the State. Contractor shall preserve all such available defenses and cooperate with the State to make such defenses available to the maximum extent allowed by law.
- E.15. General Provisions. Unless otherwise required by the State, all insurance provided by the Contractor shall be in conformance with the General Specifications for Insurance detailed in Appendix D. Upon written request by the State, Contractor shall revise or supplement the insurance listed on Appendix D and may seek a compensation adjustment pursuant to Section C.11.
- E.16. Types of Insurance. The Contractor shall continuously maintain and pay for insurance and insurance company services meeting the general and specific provisions set forth in Appendix D during the term of this Contract, for the following types of insurance:

- E.16.a. Workman's Compensation
- E.16.b. General Liability, excluding products and completed operations
- E.16.c. Products and Completed Operations Liability
- E.16.d. Business Automobile Liability
- E.16.e. Owned and Non-owned Aircraft Liability
- E.16.f. Umbrella/Excess Liability
- E.16.g. Director's and Officer's Liability
- E.16.h. Professional and Medical Liability covering nurses, attorneys, counselors, psychologists, and social workers
- E.16.i. Property/Boiler and Machinery
- E.16.j. Employee Dishonesty
- E.17. Fire and Property Insurance. The State shall maintain all risk property insurance on the State's buildings which comprise the Facility. The Contractor shall obtain and keep in force insurance on all property to be located at the Facility.
- E.18. Defense/Immunity. Notwithstanding any provision contained herein to the contrary, the State does not waive any immunity defenses which may exist by operation of law, including, but not limited to, limitations on the amount of damages which may be awarded or paid.
- E.19. Financial Strength. The Contractor shall, prior to signing this Contract, file with the State an audited financial statement showing a net stockholders equity, calculated according to generally accepted accounting principles consistently applied, of not less than five million dollars (\$5,000,000). Thereafter, the Contractor shall file annually, on or before April 1 of each year, a current financial statement and if the net stockholders equity of the company shall ever be less than five million dollars (\$5,000,000), the State may declare the Contractor in default unless the Contractor provides alternative evidence of equivalent financial worth within thirty (30) days of demand by the State.
- E.20. Exception to General Indemnification. The indemnification provisions of this Section shall not apply to injury, death or damage to property arising solely out of the negligence or misconduct of the State, its officers, agents, servants or independent Contractors (other than Contractor) who are directly responsible to the State.
- E.21. Liquidated Damages.

E.21.a. In the event of a Breach by Contractor described in Appendix E, the State may withhold as liquidated damages the amounts designated on Appendix E from any amounts owed Contractor.

E.21.b. The State shall notify Contractor in writing of the Breach and the amounts to be withheld as liquidated damages.

E.21.c. Liquidated damages shall be assessed in conformance with Section E.4.

E.21.d. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor designated in Appendix E as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants that it has carefully reviewed the liquidated damages contained in Appendix E and agrees that said amounts are the liquidated damages resulting from negotiation between the parties, represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach.

E.21.e. It is hereby agreed between the parties that the liquidated damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include:

E.21.e.1) any injury or damage sustained by a third party and Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision contained in Section E.13 or otherwise; and

E.21.e.2) any damage sustained to the Facility or property located therein as a result of Contractor's Breach.

E.21.f. The State may continue to withhold the liquidated damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract.

E.21.g. The State is not obligated to assess liquidated damages before availing itself of any other remedy.

E.21.h. The State may choose to discontinue liquidated damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said liquidated damages previously withheld except in the event of a Partial Default.

E.22. Termination for Convenience.

E.22.a. Beginning one Year after the Service Commencement Date, the State may terminate this Contract without cause for any reason. Said termination shall

not be deemed a breach of Contract by the State. The State shall give the Contractor ninety (90) days written notice prior to termination of this Contract.

E.22.b. Contractor shall be entitled to receive compensation for satisfactory authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for the Contractor for compensation for any service which has not been rendered.

E.22.c. Upon such termination, the Contractor shall have no right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount, except that the State shall pay for all supplies and equipment on order and not yet delivered to the Facility as of the date of termination.

E.23. Notwithstanding any other provision of this Contract to the contrary, nothing contained herein shall be interpreted to authorize, allow or imply authority of the Contractor to do the following:

E.23.a. develop or implement procedures for calculating Inmate release and parole eligibility dates;

E.23.b. develop and implement procedures for calculating and awarding sentence credits;

E.23.c. approve Inmates for furlough and work release;

E.23.d. approve the type of work an Inmate may perform, and the wages or sentence credits which may be given to Inmates engaged in such work; and

E.23.e. grant, deny or revoke sentence credits; place an Inmate under less restrictive custody or more restrictive custody; or take any disciplinary actions; provided, however, that this Section shall not prevent Contractor from making recommendations to the State with respect to any of the above in conformance with Departmental policy. The Commissioner shall determine whether any action or proposed action violates the provisions of this Section.

E.24. Contractor's Representations and Warranties.

E.24.a. Representations of Contractor. Contractor represents and warrants to and for the benefit of State, with the intent that State will rely thereon for purposes of entering into this Contract, as follows:

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

E.24.b. Organization and Qualification. Contractor has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Tennessee with power and authority to own its properties and conduct its

business as presently conducted. Contractor is duly qualified to do business as a foreign corporation in good standing in Tennessee and shall so remain during the term of this Contract.

E.24.c. Authorization. This Contract has been duly authorized, executed, and delivered by Contractor and, assuming due execution by the appropriate State officials as indicated on the signature page of this Contract and delivery by State, constitutes a legal, valid, and binding agreement enforceable against Contractor in accordance with its terms.

E.24.d. No Violation of Contract, Articles of Incorporation or Bylaws. The consummation of the transactions contemplated by this Contract and its fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, Contract, governmental license or permit, or other agreement or instrument to which Contractor is a party or by which its properties are bound, or any order, rule, or regulation of any court or any regulatory body, administrative agency, or their governmental body applicable to Contractor or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect Contractor's ability to perform its obligations under this Contract, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other corresponding charter document) or Bylaws of Contractor.

E.24.e. 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.

E.24.f. Compliance with Laws. Contractor, its officers and directors purporting to act on behalf of Contractor or such officers and directors have been conducting business in compliance with all applicable laws, rules, and regulations of the jurisdictions in which Contractor is conducting business including all safety laws and laws with respect to worker's compensation, discrimination in hiring, promotion or pay of employees. Contractor warrants that Contractor, and its current and former officers and directors have:

E.24.f.1) no convictions regarding criminal activity;

E.24.f.2) no pending charges regarding criminal activity, or

E.24.f.3) to their knowledge, no investigations on-going by any state, local or federal authorities regarding any possible criminal activity,

except as provided in writing.

- E.24.g. No Litigation. There is not now pending or, to the knowledge of Contractor, threatened, any action, suit, or proceeding to which Contractor is or may be a party, before or by any court or governmental agency or body, which might result in any material adverse change in Contractor's ability to perform its obligations under this Contract, or any such action, suit, or proceeding related to environmental or civil rights matters; and no labor disturbance by the employees of Contractor exists or is imminent which might materially and adversely affect Contractor's ability to perform its obligations under this Contract.
- E.24.h. Financial Statements. Contractor has delivered to State copies of financial statements provided in its Proposal. Contractor represents such financial statements fairly present the financial position of Contractor at the dates shown and the results of the operations for the periods covered, and have been prepared in conformity with generally accepted accounting principles applied on a consistent basis, except as discussed in the notes to the financial statements.
- E.24.i. No Adverse Change. Since the date of Contractor's financial statements described in Section E.24.h provided to State, there has not been any material adverse change in Contractor's business or condition, nor has there been any change in the assets or liabilities or financial condition of Contractor from that reflected in such financial statements which is material to Contractor's ability to perform its obligations under this Contract.
- E.24.j. Disclosure. There is no material fact which materially and adversely affects or in the future will (so far as Contractor can now reasonably foresee) materially and adversely affect Contractor's ability to perform its obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to State by Contractor prior to the date hereof.
- E.24.k. Opinion of Contractor's Counsel. Contractor shall furnish to State an opinion of counsel in connection with this Contract dated as of the date of the Contract. Such opinion shall address the Contractor's compliance with applicable law, affirm its authority to enter into this Contract, indicate that the Contractor is not currently in litigation or have notice of litigation that could cause the Contractor not to perform the terms of this Contract, affirm the enforceability of this Contract in accordance with its terms, and affirm that the financial statements provided by the Contractor were prepared in accordance with generally accepted accounting principles.
- E.25. Audits. Contractor shall maintain documentation of all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit at any reasonable time and upon

reasonable notice, by the State or the Comptroller of the Treasury or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.

- E.26. Binding Nature. This Contract shall not be binding until the State has received a Payment and Performance Bond as required by the RFP and evidence of insurance required by the RFP and it is approved as provided in Section D.1.
- E.27. Invalidity and Severability.
- E.27.a. In the event that any provision of this Contract shall be held to be unlawful, invalid or unenforceable, all parties agree that all other terms and conditions of the Contract shall remain in full force and effect except as specifically provided in this section.
- E.27.b. With the exception of the provisions contained in Section E.4, in the event any or all provisions of this Contract are found to be unlawful, invalid or unenforceable by a commission or court of competent jurisdiction, both parties agree that neither shall be in Breach of Contract or liable in any manner to the other for damages, costs, or expenses of any nature which the other might sustain due to said finding; provided, however, in the event said finding reduces the services rendered by Contractor, the State may reduce the Per Diem Rate paid Contractor pursuant to Section C.11, and said finding shall not constitute a Breach.
- E.27.c. In the event a court of competent jurisdiction finds a provision(s) of this Contract to be unenforceable the Commissioner may terminate this Contract upon thirty (30) days notice without penalty or liability to the State.
- E.28. 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.
- E.29. Change in Owners. Contractor shall notify the State in writing of any change of ownership of the Contractor, through sale or merger, which occurs during the term of the Contract. Contractor shall inform the State fully of the financial ability of the new ownership to fully comply with the terms and conditions of the Contract. The State reserves the right to terminate the Contract in the event of a change in ownership without penalty to the State or to consider the failure to comply with the notification or financial reporting provisions as a Breach by the Contractor.
- E.30. Duration of Services. Contractor agrees that the services and programs set forth in this Contract will be maintained for the duration of the Contract period.
- E.31. Approval of Bond Counsel.
- E.31.a. Because construction of the Facility was funded through the issuance of tax exempt, general obligations debt, the use and management of the Facility by the Contractor and any and all subcontractors in subject to and constrained by

the Federal Tax laws and regulations governing tax exempt financing. Therefore, this Contract is subject to review by the State's bond counsel before approval.

E.31.b. In addition, any use of the Facility by Contractor and all subcontractors, including, but not limited to, the conduct of an industries program pursuant to Section A.4.bb of the Contract, which results in any payment to the State, either directly or indirectly, is subject to review by the State's bond counsel before approval.

E.32. Release. Contractor, upon final payment of the amount due under this Contract, releases the State, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. Contractor agrees not to purport to bind the State to any obligation not expressly assumed herein by the State.

E.33. Subcontracting and Assignment.

E.33.a. The Contractor shall provide that all subcontractors are notified in writing prior to the execution of the subcontract that the Facility is being funded through the issuance of tax exempt, general obligation debt and that the use and management of the Facility by the Contractor and any and all subcontractors is therefore subject to and constrained by the federal tax laws and regulations governing tax exempted financing. The State may consult with its Bond Counsel to determine whether any assignment or subcontract complies with such laws and regulations.

E.33.b. The Contractor shall provide that all subcontracts may be assignable to the State at the State's sole discretion. Any subcontract shall also provide that the State shall not be responsible for any outstanding liability to the subcontractors incurred by the Contractor and that the State may terminate such subcontracts upon giving thirty days prior written notice with or without cause.

E.33.c. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.2. and D.3.).

Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

E.34. Research Projects. Contractor shall not publish or disseminate any findings based on data obtained from the operation of the Contract or engage in any research projects without the prior written consent of the Department.

E.35. Sovereign Immunity. The sovereign immunity of the State shall not apply to the Contractor nor any subcontractor, agent, employee, or insurer of the Contractor.

Neither the Contractor nor any subcontractor, agent, employee, or insurer of the Contractor may plead the defense of sovereign immunity in any action arising out of the performance of or failure to perform any responsibility or duty under this Contract.

- E.36. Amendments. The terms and provisions of this Contract may be waived, altered, modified, amended, supplemented or revised only by written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of the Contract. Neither the Liaison(s) or any other employee or official of the State is authorized to modify, amend or waive the terms and provisions of this Contract except as provided in this Section.
- E.37. Waiver. No consent, waiver or excuse of any Breach of any of the terms or conditions of this Contract shall be held to be a consent, waiver, or excuse of any other or subsequent Breach; nor shall any such waiver or excuse be valid or binding unless the same shall be in writing and approved and executed by the party alleged to have granted the waiver as indicated on the signature page of the Contract.
- E.38. Third Party Beneficiary. Neither the Contractor nor the State intends to create rights for any third party by the Contract and no third party beneficiary rights are created hereby. Third parties shall mean all persons except the State and the Contractor, including but not limited to employees of Contractor, subcontractors of Contractor and Inmates located at the Facility.
- E.39. Laws. The Contractor shall comply with all applicable federal, state, and local constitutions, laws, and regulations, court decisions, Court Orders, and any applicable state and federal orders in the performance of the Contract including but not limited to the provisions of T.C.A. 741-24-101, et seq., which may be in effect during the term of this Contract.
- E.40. Attorney Fees. The Contractor agrees that in the event either party deems it necessary to take legal action to enforce any provision of the Contract and in the event the State prevails, the Contractor shall pay all expenses of such action, including but not limited to the State's attorney fees and costs of all stages of the litigation.
- E.41. Approvals. Any policies, procedures or other documents contained or referenced in this Contract subject to the State's approval under the terms this Contract shall remain subject to State prior written approval whenever they are revised, amended, replaced or supplemented.
- E.42. Fraud/Misrepresentation. If, in the course of any stage under the RFP, Proposal evaluation, Contract negotiation, Contract execution or term of the Contract, the Contractor commits fraud, misrepresentation or conspiracy to defraud the State, the State shall have the right to pursue any remedies described in Section E.4 and/or pursue any criminal sanctions allowed by law.

- E.43. Financial Termination. The State may terminate the Contract without penalty to the State in the event the Contractor:
- E.43.a. admits in writing its inability to pay its debts;
 - E.43.b. makes a general assignment for the benefit of creditors;
 - E.43.c. suffers a decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within 60 days;
 - E.43.d. suffers proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by Contractor, not to be dismissed or stayed within 60 days; or
 - E.43.e. suffers any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within 60 days after issue or levy.
- E.44. Set-Off. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the parties any amounts which are or shall become due and payable to the State by the Contractor. The State may withhold any amounts which may otherwise be due the Contractor without waiver of any other remedy or damages available to the State under this Contract at law or at equity.
- E.45. Construction. In the event of a dispute about the construction or interpretation of any provision of the Proposal, said Proposal shall be construed in favor of the State. The parties agree that should a dispute arise involving the construction or interpretation of the RFP or this Document, said documents shall not be construed or interpreted in favor of either party.
- E.46. Written Notices. The necessity of written notices herein shall be strictly construed.
- E.47. Implied Covenants or Agreements. The State shall be bound only by the express, written terms contained herein and shall not be bound by any implied covenants or agreements.
- E.48. Approvals. Contractor agrees to accept and implement any revisions, alterations or supplements suggested by the State to any document, plan, policy or procedure which requires State approval.
- E.49. Notices. Failure of the State to provide any notice to Contractor described in this Contract whether or not the State had knowledge of the appropriateness of said notice shall not relieve the Contractor of its obligation to perform in accordance with the Contract and shall not be a waiver or excuse of any failure to perform.
- E.50. No Contingent Fees. No person or entity shall be employed or retained or given anything of monetary value on a contingent fee basis to solicit or secure this

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

E.46. Written Notices. The necessity of written notices herein shall be strictly construed

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

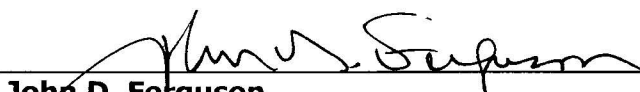
Approvals. Contractor agrees to accept and implement any revisions, alterations or supplements suggested by the State to any document, plan, policy or procedure which requires State approval.

E.49. Notices. Failure of the State to provide any notice to Contractor described in this Contract whether or not the State had knowledge of the appropriateness of said notice shall not relieve the Contractor of its obligation to perform in accordance with the Contract and shall not be a waiver or excuse of any failure to perform.

No Contingent Fees. No person or entity shall be employed or retained or given anything of monetary value on a contingent fee basis to solicit or secure this Contract, except bona fide employees of Contractor (including proposed subcontractors) or bona fide established commercial or professional entities retained by Contractor for the purpose of securing business. For violation of this Section, in addition to the remedies available pursuant to Section E.4, the State shall have the right to deduct from any amount owed Contractor the amount of such commission, percentage, brokerage or contingent fee, and other benefit from the Contractor.

IN WITNESS WHEREOF:

**CORRECTIONS CORPORATION OF TENNESSEE, INC.
d/b/a CORRECTIONS CORPORATION OF AMERICA**



**John D. Ferguson
President and Chief Executive Officer**

1/31/02
Date

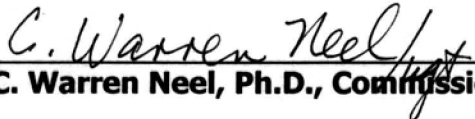
DEPARTMENT OF CORRECTION:


Donal Campbell, Commissioner

2/1/02
Date

APPROVED:

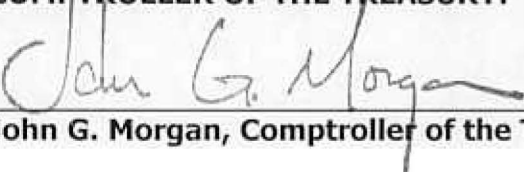
DEPARTMENT OF FINANCE AND ADMINISTRATION:


C. Warren Neel, Ph.D., Commissioner 2/20/02
Date

ATTORNEY GENERAL AND REPORTER:


Paul G. Summers, Attorney General and Reporter 2/25/02
Date

COMPTROLLER OF THE TREASURY:


John G. Morgan, Comptroller of the Treasury 2/27/02
Date

Management and Operation of South Central Correctional Center

List of Contract Appendices

Appendix A	Description of Real Property
Appendix B	Personal Property Listing
Appendix C	TDOC Policies Applicable to the Contract
Appendix D	General Specifications for Insurance
Appendix E	Liquidated Damages Schedule
Appendix F	Security Addendum
Appendix G	Performance and Cost Evaluation Form
Appendix H	Authorized Individuals

APPENDIX A

The leasehold includes all structures built upon and all land contained within the boundaries described on Exhibit A attached hereto.

Being property acquired by the State of Tennessee, by order of possession entered in the case of State of Tennessee v. Preston W. Carroll, et al; Circuit Court of Wayne County, Tennessee, Docket No. 2827-A-251, entered on November 9, 1989; said Order recorded in Lien Book 4, Page 696, at the Register's Office in Wayne County, Tennessee.

Specifically excluded from the leasehold are:

1. The Boot Camp parcel and buildings (97.91 acres) described in the last paragraph of Exhibit A, which property was acquired by the State of Tennessee by instrument of record in Book 93, Page 123, Register's Office in Wayne County, Tennessee.
2. Sewage lagoon property conveyed by deed of record in Book 127, Page 194, Register's Office in Wayne County, Tennessee, which property is more particularly described on Exhibit B, attached hereto.
3. Building No. 2, Industries Building.

STATE OF TENNESSEE
 PERSONAL PROPERTY ITEMS BY LOCATION
 AUTHORIZED ASSETS
 FROM 01/01/1960 TO 08/08/2001

TAG #	FL	ROOM	UNIT	DESCRIPTION	SERIAL #	MAKE	MODEL	FIN SVC DT	STATE COST	RETIRE DT
DEPT/DIV: 32944										
LOCATION: 91015										
C35558		WHSE	015	PRINTER, (PC)	P19056017656	OKIDATA	395	08/18/99	849.63	
P33029		WHSE	015	DESK & TABLE, W/LEFT WELL		TRICOR	DESK, SECTRAIAL	03/20/92	579.95	
P33204		MAIN	015	PAGING, RADIO &1CHARGER, MULTI		MOTOROLA	MT100	07/10/92	573.75	
P40010		WHSE	015	CALCULATOR, ELE11D057239		SHARP	Q52760A	02/29/92	115.45	
P40025		MAIN	015	CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40036		MAIV	015	SAW, STATIONARY1		BANDSAW	DAYTON	02/29/92	773.31	
P40037		MAIV	015	DRILLS, HYDRAUL128321		DRILLPRESS	WILTON 5810	02/29/92	1,439.33	
P40038		MAIV	015	SAW, STATIONARY10926		RADIAL ARM 10	DEWALT	02/29/92	588.58	
P40039		MAIV	015	SHAPER & JOINTE1001639		JOINER W/STAND	DAYTON	02/29/92	1,238.38	
P40040		MAIV	015	SANDERS, BENCH 11100043		DAYTON	DISK TYPE	02/29/92	877.93	
P40042		MAIV	015	CABINET-SAFETY 1YELLOW		STORAGE	FLAMMABLE	02/29/92	557.70	
P40050		WHSE	015	BEDS, HOSPITAL 1		DURR		02/29/92	560.30	
P40099		MAIN	015	CUTTER/SHREDDER110938		WOODS	10 FT121	02/29/92	4,430.90	
P40120		WHSE	015	CALCULATOR, ELE12D003661		SHARP	PQS17060A	02/29/92	121.54	
P40174		MAIN	015	WELDER, ARC, NO1D422927		DAYTON	110-087-906	02/29/92	561.66	
P40175		MAIN	015	WELDER, ARC, NO1D422928		DAYTON	110-087-906	02/29/92	561.66	
P40189		MAIN	015	SAW, STATIONARY192A00862		TILT ARBOR	DELTA 10 IN	02/29/92	1,779.32	
P40190		WHSE	015	CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40198		MAIN	015	FLOOR MAINTENAN1922532		SO-PRO	KC-16D	02/29/92	705.76	
P40203		WARD	015	RADIO, 2-WAY RE1221ASE0130		MOTOROLA	MOBILE	02/29/92	1,481.86	
P40204		V16	015	RADIO, 2-WAY RE1483ASE0009		MOTOROLA	SPECTRA	02/29/92	2,363.95	
P40205		V17	015	RADIO, 2-WAY RE1483ASE0014		MOTOROLA	MOBILE SPECTRA	02/29/92	2,363.95	
P40206		V17	015	RADIO, 2-WAY RE1221ASE0131		MOTOROLA	MOBILE -VEHICLE	02/29/92	1,481.86	
P40207		V11	015	RADIO, 2-WAY RE1483ASE0010		MOTOROLA	MOBILE -VEHICLE	02/29/92	2,363.95	
P40208		V11	015	RADIO, 2-WAY RE1221ASE0129		MOTOROLA	MOBILE-VEHICLE	02/29/92	1,481.86	
P40209		V22	015	RADIO, 2-WAY RE1483ASE0011		MOTOROLA	MOBILE-VEHICLE	02/29/92	2,363.95	
P40210		V8	015	RADIO, 2-WAY RE1483ASE0013		MOTOROLA	MOBILE-VEHICLE	02/29/92	2,363.95	
P40211		V8	015	RADIO, 2-WAY RE1221ASE0132		MOTOROLA	MOBILE-VEHICLE	02/29/92	1,481.86	
P40212		V9	015	RADIO, 2-WAY RE1221ASE0133		MOTOROLA	MOBILE-VEHICLE	02/29/92	1,481.86	
P40213		V9	015	RADIO, 2-WAY RE1483ASE0012		MOTOROLA	MOBILE-VEHICLE	02/29/92	2,363.95	
P40253		WHSE	015	TYPEWRITER, ELE111-TRG09		IBM	PERSONAL II	02/29/92	508.35	
P40268		WHSE	015	PRINTER, (PC) 15X950011		SHARP	LASER	02/29/92	746.99	
P40274		WHSE	015	MAIL METERING E1POSTAGE METER		PITNEY BOWES	60001	02/29/92	590.74	
P40343		WHSE	015	PRINTER, (PC) 11GNATJ15473		PANASONIC	KXP1624	02/29/92	398.60	
P40354		MAIN	015	CABINET, FILING1		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40355		MAIN	015	CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40410		WHSE	015	DIAGNOSTIC EQUI110102712		SPIROMETER	SPIROLITE 201	02/29/92	2,686.61	
P40452		WHSE	015	CALCULATOR, ELE11D056779		SHARP	ZS2760A	02/29/92	121.54	
P40478		WHSE	015	CALCULATOR, NON 11D057229		SHARP	1D	02/29/92	121.54	
P40480		MAIN	015	CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40483		MAIN	015	TYPEWRITER, ELE111-TRG06		IBM PERSML 2	WHEELWRITER	02/29/92	508.37	
P40484		MAIN	015	CABINET, FILING1NONE		NATIONAL	36 INCH 5DRW	02/29/92	538.21	
P40485		MAIN	015	CABINET, FILING1		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40486		MAIN	015	CALCULATOR, ELE11D058549		SHARP	ELECTRIC	02/29/92	121.54	
P40488		MAIN	015	CALCULATOR, ELE11D058589		SHARP	ELECTRIC	02/29/92	121.54	
P40489		MAIN	015	CABINET-SAFETY 1NONE-METAL		FLAMMABLE STG.	A245	02/29/92	557.70	

REPORT: BA11A231
 TIME: 21:54:09

STATE OF TENNESSEE
 PERSONAL PROPERTY ITEMS BY LOCATION
 AUTHORIZED ASSETS
 FROM 01/01/1960 TO 08/08/2001

PAGE: 2
 DATE: 08/08/01

TAG #	FL	ROOM	UNIT	DESCRIPTION	SERIAL #	MAKE	MODEL	FIN SVC DT	STATE COST	RETIRE DT
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DEPT/DIV: 32944

LOCATION: 91015

P40490	MAIN	015		CABINET-SAFETY 1NONE-METAL		FLAMMABLE STG.	A245	02/29/92	557.70	
P40491	MAIN	015		CABINET-SAFETY 1NONE-METAL		FLAMMABLE STG.	A245	02/29/92	557.70	
P40492	MAIN	015		SEWER PIPE CLEANER-39773		RIGID		02/29/92	1,654.90	
P40493	MAIN	015		SAW, STATIONARY10927		DEWALT	RADIAL ARM	02/29/92	588.59	
P40494	MAIN	015		SAW, STATIONARY19109		DAYTON	BAND	02/29/92	773.31	
P40495	MAIN	015		DRILLS, HYDRAUL128485		DRILL PRESS	WILTON 5810	02/29/92	1,439.34	
P40496	MAIN	015		WELDER, ARC, NO19791-A1197826		LINCOLN	68000	02/29/92	2,470.02	
P40497	MAIN	015		PUMP, TRASH 13T712		TEEL		02/29/92	810.97	
P40498	MAIN	015		GENERATORS, POR11110166		DAYTON	3ZC13	02/29/92	695.66	
P40500	MAIN	015		COMPRESSOR, AIR 1081491L 480160		DAYTON		02/29/92	1,039.74	
P40511	WHSE	015		CAMERA, MOVIE 1		DYCAM	COLORCAM	04/05/94	1,455.24	
P40515	WHSE	015		REFUSE CONTAINERNONE, FOR FOOD SVS		RUBBERMAID1025	TILT TRUCK	12/22/93	777.57	
P40519	WHSE	015		GYMNASIUM APPAR1		SOCCER TABLE		01/10/94	525.00	
P40530	WHSE	015		ICE MAKING & DI1W31701222W		ICE O MATIC		02/18/94	1,944.81	
P40539	MAIN	015		TRACTOR, FARM, 1LV52000D220465		JOHN DEERE	5200	11/18/93	14,250.00	
P40540	MAIN	015		GRADER, TOWED THERBERT LEWIS TRAC		SWEeper BROOM	PULL BEHIND	12/17/93	2,295.00	
P40541	MAIN	015		SCOOTER, TRUCKST12698		JOHN DEERE	GATOR/UTILITY	10/11/93	4,200.00	
P40542	MAIN	015		SCOOTER, TRUCKST12859		JOHN DEERE	GATOR/UTILITY	10/11/93	4,200.00	
P40543	MAIN	015		TILLAGE EQUIPME1		DISK-FORTRACTOR	5-7 FOOT-METAL	12/14/93	849.00	
P40544	MAIN	015		PUMP, SEWAGE & 1CC-15455		DRAIN CLEAN	DRAIN CLEANER	11/05/93	1,173.00	

*** LOCATION: 91015 14 1,446,390 66 ASSETS 90,416.69

LOCATION: 91016

P33040	TRIC	016		METAL FINDERS &121909		SENTRIE		02/29/92	3,926.50	
P33041	VOC	016		METAL FINDERS &121910		SENTRIE		02/29/92	3,926.50	
P40109	VOC	016		SEWING MACHINE, 1DDLGL76132		JUKI	DDLL-5530	02/29/92	756.12	
P40110	VOC	015		SEWING MACHINE, 1DDLGL76114		JUKI	DDLL-5530	02/29/92	756.12	
P40111	VOC	016		SEWING MACHINE, 1DDLGL76151		JUKI	DDLL-5530	02/29/92	756.12	
P40112	VOC	016		SURGER, SEWING 10F6-500		SURGER JUKI	SEWING SYSTEM	02/29/92	1,673.10	
P40168	VOC	016		CABINET, FILING1NONE		NATIONAL	42 INCH 5 DRW	02/29/92	592.09	
P40473	VOC	016		CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40527	VOC	016		CABINET, FILING1NONE		FILE CAB	METAL-DRAWER	01/27/94	866.27	

*** LOCATION: 91016 23 197,235 9 ASSETS 13,791.03

LOCATION: 91017

J02639	KITC	017		SHAMPOO & BUFFI1P86892A		SSS	17 INCH	07/01/96	705.76	
J02642	KITC	017		SHAMPOO & BUFFI1P86622A		SSS	17 INCH	07/01/96	705.76	
P40107	KITC	017		CALCULATOR, ELE11D058559		SHARP	QS2760A	02/29/92	121.54	
P40166	LAUN	017		CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40171	LAUN	017		CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	

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 TIME: 21:54:09

STATE OF TENNESSEE
 PERSONAL PROPERTY ITEMS BY LOCATION
 AUTHORIZED ASSETS
 FROM 01/01/1960 TO 08/08/2001

PAGE: 3
 DATE: 08/08/01

TAG #	FL	ROOM	UNIT	DESCRIPTION	SERIAL #	MAKE	MODEL	FIN SVC DT	STATE COST	RETIRE DT
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DEPT/DIV: 32944

LOCATION: 91017

P40273		KITC	017	CABINET, FILING	1NONE	NATIONAL	42 INCH 5 DRW	02/29/92	592.09	
P40449		LAUN	017	CALCULATOR, ELE	11D056749	SHARP	ZS2760A	02/29/92	121.54	
P40451		LAUN	017	CALCULATOR, ELE	11D056769	SHARP	ZS2760A	02/29/92	121.54	
P40532		KITC	017	RANGE, TOP OVEN	1	BLODGETT	COS-20 480V 3PH	02/18/94	19,474.00	
P40533		KITC	017	COOKER, FOOD PR	1B94DBC0309	PITCO FRYER	E18SS 480V 3 HP	02/18/94	2,556.00	
P40534		KITC	017	COOKER, FOOD PR	1B94BA00310	PITCO FRYER		02/18/94	2,556.00	
P40535		KITC	017	KETTLE, HEAVY D	1	MIXER 80 QT	W/BOWL TRUCK	03/16/94	8,790.00	
P40536		KITC	017	PUMP, FOOD PROC	1F94BA00416	PITCO P18	REV PUMP	02/18/94	1,477.00	
P40537		KITC	017	TABLE, SORTING	1NONE-STAINLESS STL.	SALAD BAR	10 X 4.5	06/02/94	3,003.70	
P40538		KITC	017	TABLE, SORTING	1NONE-STAINLESS STL.	SALAD BAR	10 X 4.5	06/02/94	3,003.70	

*** LOCATION: 91017 68 328,725 15 ASSETS 44,305.05

LOCATION: 91018

J44428		PROP	018	PRINTER, (PC)	P1905A1030330	OKIDATA	520	08/10/99	336.02	
J44439	01	OPS	018	PRINTER, (PC)	P1905A1030772	OKIDATA	520	08/10/99	336.02	
J44440		OPS	018	PRINTER, (PC)	P1905A1030321	OKIDATA	520	08/10/99	336.02	
P33018		VIST	018	DESK & TABLE, W	1NONE(CONFERENCE)	TRICOR	8 FT-TABLE	03/20/92	1,316.35	
P33035		OPS	018	FURNITURE, LOUN	1NONE	TRICOR	SOFA	03/20/92	934.75	
P33037		VIST	018	METAL FINDERS	&121908	SENTRIE		02/29/92	3,926.50	
P33046		CONT	018	RADIO, 2-WAY	PD1751ASL0767	MOTOROLA	H43GCU7100CN	07/10/92	746.76	
P33047		CONT	018	RADIO, 2-WAY	PD1751ASL0806	MOTOROLA	H43GCU7100CN	07/10/92	746.76	
P33048		CONT	018	RADIO, 2-WAY	PD1751ASL0810	MOTOROLA	H43GCU7100CN	07/10/92	746.76	
P33049		CONT	018	RADIO, 2-WAY	PD1751ASL0802	MOTOROLA	H43GCU7100CN	07/10/92	746.76	
P33051		CONT	018	RADIO, 2-WAY	PD1751ASL0777	MOTOROLA	H43GCU7100CN	07/10/92	746.76	
P33053		CONT	018	RADIO, 2-WAY	PD1751ASL0764	MOTOROLA	MT 1000	07/10/92	746.76	
P33055		CONT	018	RADIO, 2-WAY	PD1751ASL0812	MOTOROLA	MT 1000	07/10/92	746.76	
P33056		CONT	018	RADIO, 2-WAY	PD1751ASL0768	MOTOROLA	MT 1000	07/10/92	746.76	
P33057		CONT	018	RADIO, 2-WAY	PD1751ASL0808	MOTOROLA	MT 1000	07/10/92	746.76	
P33058		CONT	018	RADIO, 2-WAY	PD1751ASL0772	MOTOROLA	MT 1000	07/10/92	746.76	
P33059		CONT	018	RADIO, 2-WAY	PD1751ASL0779	MOTOROLA	MT 1000	07/10/92	746.76	
P33060		CONT	018	RADIO, 2-WAY	PD1751ASL0769	MOTOROLA	MT 1000	07/10/92	746.76	
P33061		CONT	018	RADIO, 2-WAY	PD1751ASL0807	MOTOROLA	MT 1000	07/10/92	746.76	
P33062		CONT	018	RADIO, 2-WAY	PD1751ASL0774	MOTOROLA	MT 1000	07/10/92	746.76	
P33063		CONT	018	RADIO, 2-WAY	PD1751ASL0775	MOTOROLA	MT 1000	07/10/92	746.76	
P33064		CONT	018	RADIO, 2-WAY	PD1751ASL0784	MOTOROLA	MT 1000	07/10/92	746.76	
P33065		CONT	018	RADIO, 2-WAY	PD1751ASL0799	MOTOROLA	MT 1000	07/10/92	746.76	
P33066		CONT	018	RADIO, 2-WAY	PD1751ASL0785	MOTOROLA	H43GCU700CN	07/10/92	746.76	
P33067		CONT	018	RADIO, 2-WAY	PD1751ASL0800	MOTOROLA	H43GCU7100CN	07/10/92	746.76	
P33068		CONT	018	RADIO, 2-WAY	PD1751ASL0781	MOTOROLA	MT 1000	07/10/92	746.76	
P33069		CONT	018	RADIO, 2-WAY	PD1751ASL0786	MOTOROLA	MT 1000	07/10/92	746.76	
P33070		CONT	018	RADIO, 2-WAY	PD1751ASL0789	MOTOROLA	MT 1000	07/10/92	746.76	
P33071		CONT	018	RADIO, 2-WAY	PD1751ASL0782	MOTOROLA	H43GCU7100CN	07/10/92	746.76	
P33072		CONT	018	RADIO, 2-WAY	PD1751ASL0771	MOTOROLA	H43GCU7100CN	07/10/92	746.76	

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TAG #	FL	ROOM	UNIT	DESCRIPTION	SERIAL #	MAKE	MODEL	FIN SVC DT	STATE COST	RETIRE DT
DEPT/DIV: 32944										
LOCATION: 91018										
P33073		CONT	018	RADIO, 2-WAY	PO1751ASL0783	MOTOROLA	MT 1000	07/10/92	746.76	
P33074		CONT	018	RADIO, 2-WAY	PO1751ASL0778	MOTOROLA	MT 1000	07/10/92	746.76	
P33075		CONT	018	RADIO, 2-WAY	PO1751ASL0780	MOTOROLA	MT 1000	07/10/92	746.76	
P33076		CONT	018	RADIO, 2-WAY	PO1751ASL0770	MOTOROLA	MT 1000	07/10/92	746.76	
P33077		CONT	018	RADIO, 2-WAY	PO1751ATG1006	MOTOROLA	MT 1000	07/10/92	746.76	
P33078		CONT	018	RADIO, 2-WAY	PO1751ASL0796	MOTOROLA	MT 1000	07/10/92	746.76	
P33079		CONT	018	RADIO, 2-WAY	PO1751ASL0797	MOTOROLA	MT 1000	07/10/92	746.76	
P33080		CONT	018	RADIO, 2-WAY	PO1751ASL0766	MOTOROLA	MT 1000	07/10/92	746.76	
P33081		CONT	018	RADIO, 2-WAY	PO1751ASL0749	MOTOROLA	MT 1000	07/10/92	746.76	
P33082		CONT	018	RADIO, 2-WAY	PO1751ASL0745	MOTOROLA	MT 1000	07/10/92	746.76	
P33083		CONT	018	RADIO, 2-WAY	PO1751ASL0748	MOTOROLA	MT 1000	07/10/92	746.76	
P33084		CONT	018	RADIO, 2-WAY	PO1751ASL0759	MOTOROLA	MT 1000	07/10/92	746.76	
P33085		CONT	018	RADIO, 2-WAY	PO1751ASL0746	MOTOROLA	MT 1000	07/10/92	746.76	
P33086		CONT	018	RADIO, 2-WAY	PO1751ASL0776	MOTOROLA	MT 1000	07/10/92	746.76	
P33087		CONT	018	RADIO, 2-WAY	PO1751ASL0743	MOTOROLA	MT 1000	07/10/92	746.76	
P33088		CONT	018	RADIO, 2-WAY	PO1751ASL0753	MOTOROLA	MT 1000	07/10/92	746.76	
P33089		CONT	018	RADIO, 2-WAY	PO1751ASL0747	MOTOROLA	MT 1000	07/10/92	746.76	
P33090		CONT	018	RADIO, 2-WAY	PO1751ASL0758	MOTOROLA	MT 1000	07/10/92	746.76	
P33091		CONT	018	RADIO, 2-WAY	PO1751ASL0757	MOTOROLA	MT 1000	07/10/92	746.76	
P33092		CONT	018	RADIO, 2-WAY	PO1751ASL0805	MOTOROLA	MT 1000	07/10/92	746.76	
P33093		CONT	018	RADIO, 2-WAY	PO1751ASL0756	MOTOROLA	MT 1000	07/10/92	746.76	
P33094		CONT	018	RADIO, 2-WAY	PO1751ASL0755	MOTOROLA	MT 1000	07/10/92	746.76	
P33095		CONT	018	RADIO, 2-WAY	PO1751ASL0742	MOTOROLA	MT 1000	07/10/92	746.76	
P33096		CONT	018	RADIO, 2-WAY	PO1751ASL0750	MOTOROLA	MT 1000	07/10/92	746.76	
P33097		CONT	018	RADIO, 2-WAY	PO1751ASL0754	MOTOROLA	MT 1000	07/10/92	746.76	
P33098		CONT	018	RADIO, 2-WAY	PO1751ASL0760	MOTOROLA	MT 1000	07/10/92	746.76	
P33099		CONT	018	RADIO, 2-WAY	PO1751ASL0744	MOTOROLA	MT 1000	07/10/92	746.76	
P33100		CONT	018	RADIO, 2-WAY	PO1751ASL0741	MOTOROLA	MT 1000	07/10/92	746.76	
P33101		CONT	018	RADIO, 2-WAY	PO1751ASL0804	MOTOROLA	MT 1000	07/10/92	746.76	
P33102		CONT	018	RADIO, 2-WAY	PO1751ASL0811	MOTOROLA	MT 1000	07/10/92	746.76	
P33103		CONT	018	RADIO, 2-WAY	PO1751ASL0788	MOTOROLA	MT 1000	07/10/92	746.76	
P33104		CONT	018	RADIO, 2-WAY	PO1751ASL0791	MOTOROLA	MT 1000	07/10/92	746.76	
P33105		CONT	018	RADIO, 2-WAY	PO1751ASL0790	MOTOROLA	MT 1000	07/10/92	746.76	
P33106		CONT		RADIO, 2-WAY	PO1751ASL0794	MOTOROLA	MT 1000	07/10/92	746.76	
P33107		CONT	018	RADIO, 2-WAY	PO1751ASL0752	MOTOROLA	MT 1000	07/10/92	746.76	
P33108		CONT	018	RADIO, 2-WAY	PO1751ASL0751	MOTOROLA	MT 1000	07/10/92	746.76	
P33109		CONT	018	RADIO, 2-WAY	PO1751ASL0795	MOTOROLA	MT 1000	07/10/92	746.76	
P33110		CONT	018	RADIO, 2-WAY	PO1751ASL0792	MOTOROLA	MT 1000	07/10/92	746.76	
P33111		CONT	018	RADIO, 2-WAY	PO1751ASL0809	MOTOROLA	MT 1000	07/10/92	746.76	
P33112		CONT	018	RADIO, 2-WAY	PO1751ASL0789	MOTOROLA	MT 1000	07/10/92	746.76	
P33113		CONT	018	RADIO, 2-WAY	PO1751ASL0793	MOTOROLA	MT 1000	07/10/92	746.76	
P33114		CONT	018	RADIO, 2-WAY	PO1751ASL0787	MOTOROLA	MT 1000	07/10/92	746.76	
P33115		CONT	018	RADIO, 2-WAY	PO1751ASL0798	MOTOROLA	MT 1000	07/10/92	746.76	
P33116		CONT	018	RADIO, 2-WAY	PO1751ASL0862	MOTOROLA	MT 1000	07/10/92	746.76	
P33117		CONT	018	RADIO, 2-WAY	PO1751ASL0858	MOTOROLA	MT 1000	07/10/92	746.76	
P33118		CONT	018	RADIO, 2-WAY	PO1751ASL0824	MOTOROLA	MT 1000	07/10/92	746.76	

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TAG #	FL	ROOM	UNIT	DESCRIPTION	SERIAL #	MAKE	MODEL	FIN SVC DT	STATE COST	RETIRE DT
DEPT/DIV: 32944										
LOCATION: 91018										
P33119	CONT	018	RADIO, 2-WAY	PO1751ASL0861		MOTOROLA	MT 1000	07/10/92	746.76	
P33120	CONT	018	RADIO, 2-WAY	PO1751ASL0821		MOTOROLA	MT 1000	07/10/92	746.76	
P33121	CONT	018	RADIO, 2-WAY	PO1751ASL0859		MOTOROLA	MT 1000	07/10/92	746.76	
P33122	CONT	018	RADIO, 2-WAY	PO1751ASL0825		MOTOROLA	MT 1000	07/10/92	746.76	
P33123	CONT	018	RADIO, 2-WAY	PO1751ASL0829		MOTOROLA	MT 1000	07/10/92	746.76	
P33124	CONT	018	RADIO, 2-WAY	PO1751ASL0841		MOTOROLA	MT 1000	07/10/92	746.76	
P33125	CONT	018	RADIO, 2-WAY	PO1751ASL0860		MOTOROLA	MT 1000	07/10/92	746.76	
P33126	CONT	018	RADIO, 2-WAY	PO1751ASL0816		MOTOROLA	MT 1000	07/10/92	746.76	
P33127	CONT	018	RADIO, 2-WAY	PO1751ASL0838		MOTOROLA	MT 1000	07/10/92	746.76	
P33128	CONT	018	RADIO, 2-WAY	PO1751ASL0826		MOTOROLA	MT 1000	07/10/92	746.76	
P33130	CONT	018	RADIO, 2-WAY	PO1751ASL0852		MOTOROLA	MT 1000	07/10/92	746.76	
P33131	CONT	018	RADIO, 2-WAY	PO1751ASL0827		MOTOROLA	MT 1000	07/10/92	746.76	
P33132	CONT	018	RADIO, 2-WAY	PO1751ASL0830		MOTOROLA	MT 1000	07/10/92	746.76	
P33133	CONT	018	RADIO, 2-WAY	PO1751ASL0837		MOTOROLA	MT 1000	07/10/92	746.76	
P33134	CONT	018	RADIO, 2-WAY	PO1751ASL0842		MOTOROLA	MT 1000	07/10/92	746.76	
P33135	CONT	018	RADIO, 2-WAY	PO1751ASL0844		MOTOROLA	MT 1000	07/10/92	746.76	
P33136	CONT	018	RADIO, 2-WAY	PO1751ASL0822		MOTOTROLA	MT 1000	07/10/92	746.76	
P33137	CONT	018	RADIO, 2-WAY	PO1751ASL0836		MOTOROLA	MT 1000	07/10/92	746.76	
P33138	CONT	018	RADIO, 2-WAY	PO1751ASL0813		MOTOROLA	MT 1000	07/10/92	746.76	
P33139	CONT	018	RADIO, 2-WAY	PO1751ASL0848		MOTOROLA	MT 1000	07/10/92	746.76	
P33141	CONT	018	RADIO, 2-WAY	PO1751ASL0845		MOTOROLA	MT 1000	07/10/92	746.76	
P33142	CONT	018	RADIO, 2-WAY	PO1751ASL0851		MOTOROLA	MT 1000	07/10/92	746.76	
P33143	CONT	018	RADIO, 2-WAY	PO1751ASL0818		MOTOROLA	MT 1000	07/10/92	746.76	
P33144	CONT	018	RADIO, 2-WAY	PO1751ASL0817		MOTOROLA	MT 1000	07/10/92	746.76	
P33145	CONT	018	RADIO, 2-WAY	PO1751ASL0855		MOTOROLA	MT 1000	07/10/92	746.76	
P33146	CONT	018	RADIO, 2-WAY	PO1751ASL0834		MOTOROLA	MT 1000	07/10/92	746.76	
P33147	CONT	018	RADIO, 2-WAY	PO1751ASL0835		MOTOROLA	MT 1000	07/10/92	746.76	
P33148	CONT	018	RADIO, 2-WAY	PO1751ASL0833		MOTOROLA	MT 1000	07/10/92	746.76	
P33149	CONT	018	RADIO, 2-WAY	PO1751ASL086		MOTOROLA	MT 1000	07/10/92	746.76	
P33150	CONT	018	RADIO, 2-WAY	PO1751ASL0815		MOTOROLA	MT 1000	07/10/92	746.76	
P33151	CONT	018	RADIO, 2-WAY	PO1751ASL0819		MOTOROLA	MT 1000	07/10/92	746.76	
P33152	CONT	018	RADIO, 2-WAY	PO1751ASL0814		MOTOROLA	MT 1000	07/10/92	746.76	
P33153	CONT	018	RADIO, 2-WAY	PO1751ASL0857		MOTOROLA	MT 1000	07/10/92	746.76	
P33154	CONT	018	RADIO, 2-WAY	PO1751ASL0854		MOTOROLA	MT 1000	07/10/92	746.76	
P33155	CONT	018	RADIO, 2-WAY	PO1751ASL0839		MOTOROLA	MT 1000	07/10/92	746.76	
P33156	CONT	018	RADIO, 2-WAY	PO1751ASL0828		MOTOROLA	MT 1000	07/10/92	746.76	
P33157	CONT	018	RADIO, 2-WAY	PO1751ASL0831		MOTOROLA	MT 1000	07/10/92	746.76	
P33158	CONT	018	RADIO, 2-WAY	PO1751ASL0850		MOTOROLA	MT 1000	07/10/92	746.76	
P33159	CONT	018	RADIO, 2-WAY	PO1751ASL0832		MOTOROLA	MT 1000	07/10/92	746.76	
P33160	CONT	018	RADIO, 2-WAY	PO1751ASL0853		MOTOROLA	MT 1000	07/10/92	746.76	
P33162	CONT	018	RADIO, 2-WAY	PO1751ASL0840		MOTOROLA	MT 1000	07/10/92	746.76	
P33163	CONT	018	RADIO, 2-WAY	PO1751ASL0843		MOTOROLA	MT 1000	07/10/92	746.76	
P33164	CONT	018	RADIO, 2-WAY	PO1751ASL0846		MOTOROLA	MT 1000	07/10/92	746.76	
P33177	OPS	018	FURNITURE, LOUN	NONE		TRICOR	SOFA	04/06/92	934.75	
P33180	OPS	018	FURNITURE, LOUN	NONE		TRICOR	SOFA	04/06/92	934.75	
P33188	VIST	018	DESK & TABLE,	W18 FT OAK		TRICOR	CONF. TABLE	02/19/92	714.75	

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TAG # FL ROOM UNIT DESCRIPTION SERIAL # MAKE MODEL FIN SVC DT STATE COST RETIRE DT

DEPT/DIV: 32944

LOCATION: 91018

P33195	PROP	018	X-RAY MACHINE, 150925		EGAND G ASSTRO	LINESCAN	07/10/92	21,450.00
P33196	CONT	018	PAGING, RADIO &1CHARGER, MULTI		MOTOROLA	MT100	07/10/92	573.75
P33197	CONT	018	PAGING, RADIO &1CHARGER, MULTI		MOTOROLA	MT100	07/10/92	573.75
P33198	OPS	018	PAGING, RADIO &1CHARGER, MULTI		MOTOROLA	MT100	07/10/92	573.75
P33199	OPS	018	PAGING, RADIO &1CHARGER, MULTIL		MOTOROLA	MT100	07/10/92	573.75
P33214	CONT	018	RADIO, 2-WAY RE1BASE		COMMUNICATION	SYSTEM	09/15/92	85,283.84
P40001	OPS	018	TYPEWRITER, ELE11802689X		SHARP	ZX-405A	02/29/92	527.67
P40167	PROP	018	CABINET, FILING1NONE		NATIONAL	42 INCH 5 DRW	02/29/92	592.09
P40185	PROP	018	CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	592.09
P40199	PROP	018	CABINET, FILING1NONE		NATIONAL	42 INCH 5 DRW	02/29/92	592.09
P40215	CONT	018	RADIO, 2-WAY RE1428ASL3776		BASE STATION	MAX TRAC MOBILE	02/29/92	944.53
P40286	OPS	018	COMPRESSOR, AIR 1AIR PACK		SCOTT	UTRALITE 2	02/29/92	1,381.38
P40290	OPS	018	CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21
P40412	CONT	018	AIR PACK, SAFET1		SCOTT AIR PACK	ULTRALITE IIL	02/29/92	1,381.38
P40414	OPS	018	CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21
P40453	OPS	018	CALCULATOR, ELE11D056789		SHARP	ZS2760A	02/29/92	121.54

*** LOCATION: 91018 30 3,024,270 138 ASSETS 210,391.82

LOCATION: 91019

J44597	MED	019	PRINTER, (PC) P1905A1030311		OKIDATA	520	08/10/99	336.02
P33031	MED	019	DESK & TABLE, W1NONE		TRICOR	8 FT-CONF TABLE	03/20/92	714.75
P33178	MED	019	FURNITURE, LOUN1NONE		MOTOROLA	SOFA	04/06/92	934.75
P33203	MED	019	PAGING, RADIO &1CHARGER, MULTI		MOTOROLA	MT100	07/10/92	573.75
P40048	MED	019	BEDS, HOSPITAL 1		DURR		02/29/92	560.30
P40049	MED	019	BEDS, HOSPITAL 1		DURR		02/29/92	560.30
P40053	MED	019	ORTHOPEDIC EQUI11HU101C11853		HYFRECAATOR	DURR	02/29/92	614.18
P40114	MED	019	BEDS, HOSPITAL 1		GURNEY	FERNO	02/29/92	1,416.77
P40287	MED	019	CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21
P40288	MED	019	CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21
P40297	MED	019	PRINTER, (PC) 11GHATS18091		PANASONIC		02/29/92	398.60
P40387	MED	019	AIR PACK, SAFET1		SCOTT	UTRALITE 2	02/29/92	1,381.38
P40390	MED	019	CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21
P40391	MED	019	TABLE, EXAMINAT1		RITTER	104	02/29/92	727.32
P40392	MED	019	TABLE, EXAMINAT1		RITTER	104	02/29/92	727.32
P40393	MED	019	TABLE, EXAMINAT1		RITTER	104	02/29/92	727.32
P40394	MED	019	TABLE, EXAMINAT1		RITTER	104	02/29/92	727.32
P40397	MED	019	SHAMPOO & BUFFI121280045		BUFFER/BURNISH	MINUTEMAN 1500	02/29/92	793.04
P40398	MED	019	CALCULATOR, ELE11D057249		SHARP	QS2760A	02/29/92	121.54
P40399	MED	019	TYPEWRITER, ELE1802691X		SHARP	ZX-405A	02/29/92	527.67
P40400	MED	019	CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21
P40401	MED	019	CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21
P40402	MED	019	CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21
P40403	MED	019	CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21

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TAG #	FL	ROOM	UNIT	DESCRIPTION	SERIAL #	MAKE	MODEL	FIN SVC DT	STATE COST	RETIRE DT
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DEPT/DIV: 32944

LOCATION: 91019

P40404	MED	019		CABINET, FILING	NONE	NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40405	MED	019		CABINET, FILING	NONE	NATIONAL	36 INCH 5 DRW	02/29/92	592.09	
P40406	MED	019		VALIDATING MACH		VALADIDTOR	PLUS	02/29/92	2,394.16	
P40407	MED	019		DENTAL UNIT & C	1011135891	CHAIR, HEALTHCO	CELEBRITY	02/29/92	625.27	
P40408	MED	019		DENTAL UNIT & C	1011136291	CHAIR, HEALTHCO	CELEBRITY	02/29/92	625.27	
P40409	MED	019		DENTAL UNIT & C	1011136691	CHAIR, HEALTHCO	CELEBRITY	02/29/92	625.27	
P40525	MED	019		CABINET, FILING	NONE	FILE CAB	METAL-DRAWER	01/27/94	866.27	

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LOCATION: 91021

J44423	EDUC	021		PRINTER, (PC)	P1905A10303271	OKIDATA	520	08/10/99	336.02	
J44475	PROG	021		PRINTER, (PC)	P1905A1030312	OKIDATA	520	08/10/99	336.02	
J44581	PROG	021		PRINTER, (PC)	P1905A1030357	OKIDATA	520	08/10/99	336.02	
J44591	PROG	021		PRINTER, (PC)	P1905A1030345	OKIDATA	520	08/10/99	336.02	
J44598	EDUC	021		PRINTER, (PC)	P1905A1030310	OKIDATA	520	08/10/99	336.02	
P33017	LIBR	021		DESK & TABLE, W	NONE (CONFERENCE)	TRICOR	8 FT-TABLE	03/20/92	714.75	
P33172	EDUC	021		FURNITURE, LOU	NONE	TRICOR	SOFA	04/06/92	934.75	
P33184	EDUC	021		DESK & TABLE, W	LEFT L (N-S/N)	TRICOR	TYPIST DESK	02/19/92	579.95	
P33186	EDUC	021		DESK & TABLE, W	LEFT L (N-S/N)	TRICOR	TYPIST DESK	02/19/92	579.95	
P33189	PROG	021		DESK & TABLE, W	LEFT L (N-S/N)	TRICOR	TYPIST DESK	02/19/92	579.95	
P33191	LIBR	021		DESK & TABLE, W	18 FT OAK	TRICOR	CONF. TABLE	02/19/92	714.75	
P33192	EDUC	021		DESK & TABLE, W	18 FT OAK (N-S/N)	TRICOR	CONF. TABLE	02/19/92	714.75	
P40017	EDUC	021		CABINET, FILING	NONE	NATIONAL	36 INCH 5DRW	02/29/92	538.21	
P40018	EDUC	021		CABINET, FILING	NONE	NATIONAL	36 INCH 5 DRW	02/29/92	592.09	
P40019	EDUC	021		TYPEWRITER, ELE	18026051	SHARP	JX-405A	02/29/92	527.67	
P40020	EDUC	021		CALCULATOR, ELE	120002221	SHARP	Q52760A	02/29/92	115.45	
P40024	EDUC	021		CABINET, FILING	NONE	NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40028	EDUC	021		CALCULATOR, ELE	120002061	SHARP	COMPET	02/29/92	115.45	
P40030	EDUC	021		CABINET, FILING	NONE	NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40031	LIBR	021		CPU: MICROCOMPUT	12092318847T	GRAFIKA	DCM 1428	02/29/92	244.52	
P40032	LIBR	021		CABINET, FILING	NONE	NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40104	PROG	021		CABINET, FILING	NONE	NATIONAL	42 INCH 5 DRW	02/29/92	592.09	
P40115	LIBR	021		BOOKS, PUBLICAT	122 VOLS	ENCYCLOPEDIA	WORLD BK	02/29/92	654.00	
P40116	LIBR	021		BOOKS, PUBLICAT	1RAYBIN 9, 10, 11, 12, 13	LAW	TENN PRAC. SRS.	02/29/92	896.41	
P40122	EDUC	021		CALCULATOR, ELE	120002021	SHARP	Q517060A	02/29/92	121.54	
P40128	EDUC	021		CALCULATOR, ELE	120002041	SHARP	Q51760A	02/29/92	121.54	
P40130	PROG	021		CALCULATOR, ELE	120002011	SHARP	Q51760A	02/29/92	115.44	
P40133	CHAP	021		VIDEO PLAYER &	1111841738	SHARP	VCAS24011	02/29/92	206.84	
P40135	LIBR	021		RECEIVER, TV &	1370336	SHARP	19	02/29/92	231.66	
P40165	PROG	021		CABINET, FILING	NONE	NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40173	PROG	021		CABINET, FILING	NONE	NATIONAL	42 INCH 5 DRW	02/29/92	592.09	
P40187	PROG	021		CABINET, FILING	NONE	NATIONAL	36 INCH 5 DRW	02/29/92	592.09	
P40265	PROG	021		TYPEWRITER, ELE	1802705X	SHARP	ZX405A	02/29/92	527.67	

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TAG #	FL	ROOM	UNIT	DESCRIPTION	SERIAL #	MAKE	MODEL	FIN SVC DT	STATE COST	RETIRE DT
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DEPT/DIV: 32944

LOCATION: 91021

P40279	GYM	021	TYPEWRITER, ELE1802700X	SHARP		ZX-405A		02/29/92	527.67	
P40316	PROG	021	CABINET, FILING1NONE	NATIONAL		36 INCH 5 DRW		02/29/92	538.21	
P40319	EDUC	021	CABINET, FILING1NONE	NATIONAL		36 INCH 5 DRW		02/29/92	538.21	
P40344	LIBR	021	PRINTER, (PC) 11KMATJ74628	PANASONIC		KXP1624		02/29/92	398.60	
P40345	EDUC	021	CABINET, FILING1NONE	NATIONAL		36 INCH 5 DRW		02/29/92	538.21	
P40348	EDUC	021	CABINET, FILING1	GRAFIKA		DCM 1428		02/29/92	538.21	
P40349	EDUC	021	CABINET, FILING1	GRAFIKA		DCM 1429		02/29/92	538.21	
P40352	PROG	021	CABINET, FILING1NONE	NATIONAL		36 INCH 5 DRW		02/29/92	538.21	
P40353	EDUC	021	CABINET, FILING1NONE	NATIONAL		36 INCH 5 DRW		02/29/92	538.21	
P40361	LIBR	021	FURNITURE, LIBR1WOOD TYPE(NONE)	CARD CATALOG		CARD INDEX		02/29/92	530.89	
P40375	PROG	021	CABINET, FILING1NONE	NATIONAL		36 INCH 5 DRW		02/29/92	538.21	
P40377	PROG	021	CABINET, FILING1NONE	NATIONAL		42 INCH 5 DRW		02/29/92	592.09	
P40380	PROG	021	CABINET, FILING1NONE	NATIONAL		42 INCH 5 DRW		02/29/92	592.09	
P40381	GYM	021	CABINET-SAFETY 1METAL (NONE)	FLAMMABLE STG.		A245		02/29/92	557.70	
P40383	BALL	021	GYMNASIUM APPAR1	CALIF GYM		MULTI STATION		02/29/92	4,251.20	
P40384	GYM	021	GYMNASIUM APPAR1NONE	DUMB BELLS		W/RACK		02/29/92	534.21	
P40411	GYM	021	CABINET-SAFETY 1METAL(NONE)	FLAMMABLE STG.		A245		02/29/92	557.70	
P40418	EDUC	021	CALCULATOR, ELE11D058569	SHARP		QS17060A		02/29/92	121.54	
P40472	LIBR	021	TYPEWRITER, ELE111-TR008	IBM		WHEELWRITER 2		02/29/92	508.37	
P40475	PROG	021	PRINTERS & PRIN111-37722	IBM		2390		02/29/92	382.23	
P40503	EDUC	021	DESK & TABLE, WIND SER NUM AVAL	CET		DESK OAK		01/19/94	599.95	
P40513	EDUC	021	POLISHING & SCR1	RS, SSS		17INCH		12/28/93	650.00	
P40517	GYM	021	GYMNASIUM APPAR1	MUSCLE MASTER		FUTURE		10/15/93	4,600.00	
P40520	PROG	021	CABINET, FILING1NONE	FILE CAB		METAL-DRAWER		01/27/94	866.27	
P40526	EDUC	021	CABINET, FILING1NONE	FILE CAB		METAL-DRAWER		01/27/94	866.27	

*** LOCATION: 91021 69 1,271,070 58 ASSETS 37,879.01

LOCATION: 91022

P33182	HSA	022	DESK & TABLE, W1CET	DESK, TYPIST		LEFT		04/06/92	579.95	
P33207	HSA	022	PAGING, RADIO &CHARGER, MULTI	MOTOROLA		MT100		07/10/92	573.75	
P40159	HSA	022	AIR PACK, SAFET1	SCOTT		UTRALITE 2		02/29/92	1,381.31	
P40188	HSA	022	CABINET, FILING1NONE	NATIONAL		36 INCH 5 DRW		02/29/92	592.09	
P40389	HSA	022	CABINET, FILING1NONE	NATIONAL		36 INCH 5 DRW		02/29/92	538.21	
P40471	HSA	022	CABINET, FILING1NONE	NATIONAL		36 INCH 5 DRW		02/29/92	538.21	
P40512	HSA	022	FIRE PROTECTION1W/CASE	SCOTT AIR PACK		ULTRALITE		11/16/93	2,006.00	
P40522	HSA	022	CABINET, FILING1NONE	FILE CAB		METAL-DRAWER		01/27/94	866.27	

*** LOCATION: 91022 18 175,320 8 ASSETS 7,075.79

LOCATION: 91023

P40022	HSAP	023	CABINET, FILING1NONE	NATIONAL		36 INCH 5 DRW		02/29/92	538.21	
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LOCATION: 91023

P40035	HSAP	023	CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40129	HSAP	023	CALCULATOR, ELE12D002051		SHARP	QS1760A	02/29/92	115.44	
P40181	HSAP	023	CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40272	HSAP	023	SHAMPOO & BUFFI121280043		BUFFER	MINUTEMAN 1500	02/29/92	793.04	

*** LOCATION: 91023 40 109,575 5 ASSETS 2,523.11

LOCATION: 91024

J44473	10A	024	PRINTER, (PC) P1905A1030412		OKIDATA	520	08/10/99	336.02	
P33185	10A	024	DESK & TABLE, W1CET		DESK, TYPIST	LEFT	02/19/92	579.95	
P33206	10A	024	PAGING, RADIO &1CHARGER, MULTI		MOTOROLA	MT100	07/10/92	573.75	
P40179	10A	024	CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40283	10A	024	AIR PACK, SAFET1		SCOTT	UTRALITE 2	02/29/92	1,381.38	

*** LOCATION: 91024 02 109,575 5 ASSETS 3,409.31

LOCATION: 91025

J44483	10B	025	PRINTER, (PC) P1905A1030416		OKIDATA	520	08/10/99	336.02	
P33205	10B	025	PAGING, RADIO &1CHARGER, MULTI		MOTOROLA	MT100	07/10/92	573.75	
P40285	10B	025	AIR PACK, SAFET1AIR PAC		SCOTT	UTRALITE 2	02/29/92	1,381.38	
P40474	10B	025	CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	

*** LOCATION: 91025 14 87,660 4 ASSETS 2,829.36

LOCATION: 91026

J44472	10C	026	PRINTER, (PC) P1905A1030414		OKIDATA	520	08/10/99	336.02	
P33200	10C	026	PAGING, RADIO &1CHARGER, MULTI		MOTOROLA	MT100	07/10/92	573.75	
P40177	10C	026	CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40180	10C	026	CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40284	10C	026	AIR PACK, SAFET1AIR PACK		SCOTT	UTRALITE 2	02/29/92	1,381.38	
P40514	10C	026	POLISHING & SCR1		RS, SSS	17INCH	12/28/93	650.00	

*** LOCATION: 91026 21 131,490 6 ASSETS 4,017.57

LOCATION: 91027

J44585	10D	027	PRINTER, (PC) P1905A1030557		OKIDATA	520	08/10/99	336.02	
P33187	10D	027	DESK & TABLE, W1CET		DESK, TYPIST	LEFT	02/19/92	579.95	
P33201	10D	027	PAGING, RADIO &1CHARGER, MULTI		MOTOROLA	MT100	07/10/92	573.75	

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DEPT/DIV: 32944										
LOCATION: 91027										
P40146	10D	027		AIR PACK, SAFET1		SCOTT	ULTRILITE 2	02/29/92	1,381.31	
P40191	10D	027		FLOOR MAINTENAN	122527	SO-PRO	KG16DBUFFER	02/29/92	705.74	
*** LOCATION:		91027	02	109,575		5	ASSETS		3,576.77	
LOCATION: 91028										
J44579	10E	028		PRINTER, (PC) P1905A1030351		OKIDATA	520	08/10/99	336.02	
J44599	10E	028		PRINTER, (PC) P1905A1030307		OKIDATA	520	08/10/99	336.02	
P33208	10E	028		PAGING, RADIO &1CHARGER, MULTI		MOTOROLA	MT100	07/10/92	573.75	
P40163	10E	028		VIDEO PLAYER & 111841610		SHARP	VC85240U	02/29/92	206.84	
P40176	10E	028		CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40396	10E	028		CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40466	10E	028		RECEIVER, TV & 1370992		SHARP	19	02/29/92	231.66	
*** LOCATION:		91028	40	153,405		7	ASSETS		2,760.71	
LOCATION: 91029										
P40137	11A	029		GYMNASIUM APPAR1		APOLLO, CALIF	MULTI STATION	02/29/92	4,213.09	
*** LOCATION:		91029	88	21,915		1	ASSETS		4,213.09	
LOCATION: 91030										
P40147	11B	030		GYMNASIUM APPAR1		CALIF. GYMN	MULTI STATION	02/29/92	4,251.20	
*** LOCATION:		91030	88	21,915		1	ASSETS		4,251.20	
LOCATION: 91031										
P40382	11C	031		GYMNASIUM APPAR1FITNESS CNTR.		CALIF GYMN	MULTI STATION	02/29/92	4,251.20	
*** LOCATION:		91031	88	21,915		1	ASSETS		4,251.20	
LOCATION: 91032										
P33038	SALY	033		METAL FINDERS &121906		SENTRIE		02/29/92	3,926.50	
P40545	SALY	032		VIDEO SURVEILLA	174357	AVION-HEARTBEAT	ESDS201 REV C	03/10/00	48,000.00	
*** LOCATION:		91032	21	43,830			ASSETS		51,926.50	

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DEPT/DIV: 32944

LOCATION: 91033

J02637	ANNX	033	PRINTER, (PC)	12100014886	OKIDATA	OL810	07/01/96	398.60
J02641	ANNX	033	TV RECEIVER OR	129820027	PHILCO	I9 INCH	07/01/96	231.66
J44422	ANNX	033	PRINTER, (PC)	P1905A1030328	OKIDATA	520	08/10/99	336.02
J44486	ANNX	033	PRINTER, (PC)	P1905A1030409	OKIDATA	520	08/10/99	336.02
P33019	ANNX	033	DESK & TABLE, W1NONE (CONFERENCE)		TRICOR	12 FT-TABLE	03/20/92	1,194.32
P33183	ANNX	033	DESK & TABLE, W1CONFERENCE		TABLE	8 FT	02/19/92	714.75
P33209	ANNX	033	PAGING, RADIO &1CHARGER, MULTI		MOTOROLA	MT100	07/10/92	573.75
P40033	ANNX	033	TYPEWRITER, ELE111-TRF92		IBM	WHEELWRITER 2	02/29/92	508.37
P40103	ANNX	033	AIR PACK, SAFET1		SCOTT	UTRALITE 2	02/29/92	1,381.38
P40157	ANNX	033	CABINET-SAFETY 1NO SERIAL NUMBER		FLAMMABLE STG.	METAL	02/29/92	557.70
P40158	ANNX	033	GYMNASIUM APPAR1NOT SERIALIZED		DUMB BELLS	W/RACK	02/29/92	534.21
P40193	ANNX	033	TABLE, EXAMINAT1NONE		RITTER	104	02/29/92	727.31
P40197	ANNX	033	CABINET, FILING1NONE		NATIONAL	42 INCH 5 DRW	02/29/92	592.09
P40385	ANNX	033	AIR PACK, SAFET1		SCOTT	UTRALITE 2	02/29/92	1,381.38
P40460	ANNX	033	RECEIVER, TV & 1370997		SHARP 19	19	02/29/92	231.66
P40502	MAIN	015	DESK & TABLE, W1NO SER NUM AVAL		CET	DESK OAK	01/19/94	599.95
P40504	ANNX	033	DESK OR TABLE, 1NONE		TRICOR	DESK OAK	05/13/96	599.95
P40505	ANNX	033	DESK OR TABLE, 1NONE		TRICOR	DESK OAK	05/13/96	599.95
P40516	ANNX	033	GYMNASIUM APPAR1FUTURE		MUSCLE MASTER	88550	10/15/93	4,600.00
P40524	ANNX	033	CABINET, FILING1NONE		FILE CAB	METAL-DRAWER	01/27/94	866.27
P40528	ANNX	033	COPYING MACHINE14M6403509		XEROX	5314 ZT	10/20/93	2,040.00
P40531	ANNX	033	ICE MAKING & DI1W317-01227W		ICE O MATIC		01/11/93	1,944.81

*** LOCATION: 91033 59 482,130 22 ASSETS 20,950.15

LOCATION: 91034

J44420	ADMIN	034	PRINTER, (PC)	P1905A1030333	OKIDATA	520	08/10/99	336.02
J44429	ADMIN	034	PRINTER, (PC)	P1905A10303750	OKIDATA	520	08/10/99	336.02
J44435	ADMIN	034	PRINTER, (PC)	P1905A1030758	OKIDATA	520	08/10/99	336.02
J44464	ADMIN	034	PRINTER, (PC)	P1905A6017650	OKIDATA	395	08/10/99	849.63
J44468	ADMIN	034	PRINTER, (PC)	P1905A1030300	OKIDATA	520	08/10/99	336.02
J44594	ADMIN	034	PRINTER, (PC)	P1905A1030309	OKIDATA	520	08/10/99	336.02
P05703	TDOC	034	CPU: MICROCOMPUT168468XH8A692		COMPAQ	DESKPRO PENTIUM	01/07/99	1,143.57
P05705	TDOC	034	PRINTER, (PC) P111-AYT74		OPTRA LASER	S 1255	01/26/99	1,225.09
P33011	ADMIN	034	DESK & TABLE, W1NONE		TRICOR	CONFERENCE TABL	03/20/92	714.75
P33012	ADMIN	034	FURNITURE, LOUN1NONE		TRICOR	SOFA	03/20/92	802.05
P33014	ADMIN	034	FURNITURE, LOUN1NONE		TRICOR	SOFA	03/20/92	934.75
P33015	ADMIN	034	FURNITURE, LOUN1NONE		TRICOR	SOFA	03/20/92	934.75
P33016	TRAM	034	DESK & TABLE, W1NONE (CONF.)		TRICOR	8 FT-TABLE	03/20/92	714.75
P33020	ADMIN	034	DESK & TABLE, W1NONE		TRICOR	DESK, GOVERNORS	03/20/92	1,132.00
P33021	ADMIN	034	DESK & TABLE, W1NONE		TRICOR	DESK, SENIOR EX.	03/20/92	530.55
P33022	ADMIN	034	DESK & TABLE, W1NONE		TRICOR	DESK, SENIOR EX	03/20/92	530.55
P33023	ADMIN	034	DESK & TABLE, W1LEFT WELL		TRICOR	DESK, SECRETARI	03/20/92	579.95
P33024	ADMIN	034	DESK & TABLE, W1LEFT WELL		TYP1ST DESK	DESK, SECRETARIA	03/20/92	579.95

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DEPT/DIV: 32944										
LOCATION: 91034										
P33025		ADMIN	034	DESK & TABLE, W1LEFT WELL		TRICOR	DESK, SECRETARI	03/20/92	579.95	
P33026		ADMIN	034	DESK & TABLE, W1LEFT WELL		TRICOR	DESK, SECTRAIAL	03/20/92	579.95	
P33027		ADMIN	034	DESK & TABLE, W1LEFT WELL		TRICOR	DESK, SECTRATAR	03/20/92	579.95	
P33028		ADMIN	034	DESK & TABLE, W1LEFT WELL		TRICOR	DESK, SECTRARIAL	03/20/92	579.95	
P33030		TRAN	034	DESK & TABLE, W1LEFT WELL		TRICOR	DESK, SECTRAIAL	03/20/92	579.95	
P33036		ADMIN	034	METAL FINDERS &121907		SENTRIE		02/29/92	3,926.50	
P33043		ADMIN	034	DESK & TABLE, W1NONE		TRICOR	DESK, SENIOR EX.	04/28/92	530.55	
P33044		ADMIN	034	DESK & TABLE, W1NONE		TRICOR	NONE, TYPIST	04/28/92	579.95	
P33045		ADMIN	034	FURNITURE, LOUINONE		TRICOR	SOFA	04/28/92	934.75	
P33166		ADMIN	034	X-RAY MACHINE, 1MAIL/PACKAGE-RM		LINESCAN-SYST	EGG ASTROPHYSI	06/20/92	22,150.00	
P33167		ADMIN	034	DESK & TABLE, W1LEFT WELL		TRICOR	DESK, SECTARIAL	04/06/92	579.95	
P33168		ADMIN	034	DESK & TABLE, W1LEFT WELL		TRICOR	DESK, SECRETARIA	04/06/92	579.95	
P33169		ADMIN	034	DESK & TABLE, W1LEFT WELL		TRICOR	DESK, SECRETARIA	04/06/92	579.95	
P33176		ADMIN	034	FURNITURE, LOUINONE		TRICOR	SOFA	04/06/92	934.75	
P33181		TRAN	034	FURNITURE, LOUINICET		SOFA	LOUNGE	04/06/92	934.75	
P33190		ADMIN	034	DESK & TABLE, W1CET		DESK, TYPIST	LEFT	02/19/92	579.95	
P33202		SORT	034	PAGING, RADIO &1CHARGER, MULTI		MOTOROLA	MT100	07/10/92	573.75	
P33210		SORT	034	PAGING, RADIO &1CHARGER, MULTI		MOTOROLA	MT100	07/10/92	573.75	
P33211		SORT	034	RADIO, 2-WAY RE1617ASL2021		MOBILE SPECTRA	MOTOROLA	07/10/92	1,256.43	
P33212		SORT	034	RADIO, 2-WAY RE1617ASL2020		MOBILE SPECTRA	MOTOROLA	07/10/92	1,343.98	
P33213		SORT	034	RADIO, 2-WAY RE1531ASN0173		MOBILE	SYNTAR	07/10/92	2,354.05	
P40002		ADMIN	034	CALCULATOR, ELE11D058572		SHARP	Q52760A	02/29/92	115.45	
P40003		ADMIN	034	CALCULATOR, ELE11D058539		SHARP	Q52760A	02/29/92	115.45	
P40005		ADMIN	034	CALCULATOR, ELE11D056700		SHARP	Q52760A	02/29/92	115.45	
P40023		ADMIN	034	COPYING MACHINE16W6012395		XEROX	5365	02/29/92	22,657.75	
P40054		ARMO	034	PISTOL, LAW ENF1BHV4903		SMITH/WESSON	38	02/29/92	232.64	
P40055		ARMO	034	PISTOL, LAW ENF1BHV4916		SMITH/WESSON	38	02/29/92	232.64	
P40056		ARMO	034	PISTOL, LAW ENF1BHV4930		SMITH/WESSON	38	02/29/92	232.64	
P40057		ARMO	034	PISTOL, LAW ENF1BHF2259		SMITH/WESSON	38	02/29/92	232.64	
P40058		ARMO	034	PISTOL, LAW ENF1BHV4987		SMITH/WESSON	38	02/29/92	232.64	
P40059		ARMO	034	PISTOL, LAW ENF1BHV2270		SMITH WESSON	38	02/29/92	232.64	
P40060		ARMO	034	PISTOL, LAW ENF1BHV2424		SMITH/WESSON	38	02/29/92	232.64	
P40061		ARMO	034	PISTOL, LAW ENF1BHV4912		SMITH WESSON	38	02/29/92	232.64	
P40062		ARMO	034	PISTOL, LAW ENF1BHT0083		SMITH/WESSON	38	02/29/92	232.64	
P40063		ARMO	034	PISTOL, LAW ENF1BHV4858		SMITH/WESSON	38	02/29/92	232.64	
P40064		ARMO	034	PISTOL, LAW ENF1BHV2481		SMITH/WESSON	38	02/29/92	232.64	
P40065		ARMO	034	PISTOL, LAW ENF1BHV2478		SMITH/WESSON	38	02/29/92	232.64	
P40066		ARMO	034	PISTOL, LAW ENF1BHV4730		SMITH/WESSON	38	02/29/92	232.64	
P40067		ARMO	034	PISTOL, LAW ENF1BHV2285		SMITH/WESSON	38	02/29/92	232.64	
P40068		ARMO	034	PISTOL, LAW ENF1BHV4674		SMITH/WESSON	38	02/29/92	232.64	
P40069		ARMO	034	PISTOL, LAW ENF1BHV4784		SMITH WESSON	38	02/29/92	232.64	
P40070		ARMO	034	PISTOL, LAW ENF1BHV2395		SMITH/WESSON	38	02/29/92	232.64	
P40071		ARMO	034	PISTOL, LAW ENF1BHV4830		SMITH/WESSON	38	02/29/92	232.64	
P40072		ARMO	034	PISTOL, LAW ENF1BHV4727		SMITH/WESSON	38	02/29/92	232.64	
P40073		ARMO	034	PISTOL, LAW ENF1BHJ2049		SMITH WESSON	38	02/29/92	232.64	
P40074		ARMO	034	PISTOL, LAW ENF1BHV2427		SMITH/WESSON	38	02/29/92	232.64	

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STATE OF TENNESSEE
 PERSONAL PROPERTY ITEMS BY LOCATION
 AUTHORIZED ASSETS
 FROM 01/01/1960 TO 08/08/2001

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TAG #	FL	ROOM	UNIT	DESCRIPTION	SERIAL #	MAKE	MODEL	FIN SVC DT	STATE COST	RETIRE DT
DEPT/DIV: 32944										
LOCATION: 91034										
P40075	ARMO	034		PISTOL, LAW ENF1BH42290		SMITH/WESSON	38	02/29/92	232.64	
P40076	ARMO	034		PISTOL, LAW ENF1BH42437		SMITH/WESSON	38	02/29/92	232.64	
P40077	ARMO	034		PISTOL, LAW ENF1BH4789		SMITH/WESSON	38	02/29/92	232.64	
P40078	ARMO	034		PISTOL, LAW ENF1BH42241		SMITH/WESSON	38	02/29/92	232.64	
P40079	ARMO	034		GUN, SHOTGUN & 1A344719M		REMINGTON	12 GA 870 MAGNU	02/29/92	230.59	
P40080	ARMO	034		GUN, SHOTGUN & 1A344285M		REMINGTON	12	02/29/92	230.59	
P40081	ARMO	034		GUN, SHOTGUN & 1A344756M		REMINGTON	12	02/29/92	230.59	
P40082	ARMO	034		GUN, SHOTGUN & 1A344698M		REMINGTON	12	02/29/92	230.59	
P40083	ARMO	034		GUN, SHOTGUN & 1A344712M		REMINGTON	12	02/29/92	230.59	
P40084	ARMO	034		GUN, SHOTGUN & 1A344740M		REMINGTON	12	02/29/92	230.59	
P40085	ARMO	034		GUN, SHOTGUN & 1A344746M		REMINGTON	12	02/29/92	230.59	
P40086	ARMO	034		GUN, SHOTGUN & 1A346598M		REMINGTON	12	02/29/92	230.59	
P40087	ARMO	034		GUN, SHOTGUN & 1A344754M		REMINGTON	12	02/29/92	230.59	
P40088	ARMO	034		GUN, SHOTGUN & 1A344702M		REMINGTON	12	02/29/92	230.59	
P40089	ARMO	034		GUN, SHOTGUN & 1A344306M		REMINGTON	12	02/29/92	230.59	
P40090	ARMO	034		GUN, SHOTGUN & 1A344717M		REMINGTON	12	02/29/92	230.59	
P40091	ARMO	034		GUN, SHOTGUN & 1A344705M		REMINGTON	12	02/29/92	230.59	
P40092	ARMO	034		GUN, SHOTGUN & 1A347168M		REMINGTON	12	02/29/92	230.59	
P40093	ARMO	034		GUN, SHOTGUN & 1A344745M		REMINGTON	12	02/29/92	230.59	
P40094	ARMO	034		GUN, TEAR GAS & 1978		FEDERAL	298	02/29/92	773.00	
P40095	ARMO	034		GUN, SHOTGUN & 1650715		RIOT GAS	FEDERAL 203A38	02/29/92	337.84	
P40096	ARMO	034		GUN, SHOTGUN & 1650720		RIOT, GAS	FEDERAL 203A38	02/29/92	337.84	
P40097	ARMO	034		CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40100	ADMIN	034		CABINET, FILING1NONE		NATIONAL	42 INCH 5 DRW	02/29/92	592.09	
P40101	ADMIN	034		CABINET, FILING1NONE		NATIONAL	42 INCH 5 DRW	02/29/92	592.09	
P40117	ADMIN	034		CALCULATOR, ELE12D003641		SHARP	QS17060A	02/29/92	121.54	
P40118	ADMIN	034		CALCULATOR, ELE12D003631		SHARP	QS17060A	02/29/92	121.54	
P40121	ADMIN	034		CALCULATOR, ELE12D003671		SHARP	QS17060A	02/29/92	121.54	
P40124	ADMIN	034		CALCULATOR, ELE12D002191		SHARP	QS17060A	02/29/92	121.54	
P40126	ADMIN	034		CALCULATOR, ELE12D002211		SHARP	QS1760A	02/29/92	121.54	
P40131	ADMIN	034		CALCULATOR, ELE12D002231		SHARP	QS17060A	02/29/92	115.44	
P40178	TRAN	034		CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40183	ADMIN	034		CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40186	ADMIN	034		CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	592.09	
P40192	ADMIN	034		CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	592.09	
P40200	IA	034		VIDEO PLAYER & 1156468GIA		PEARL RECORDER	OLYMPUS L100	02/29/92	169.25	
P40251	ADMIN	034		TYPEWRITER, ELE111-TRD23		IBM	PERSONAL II	02/29/92	508.35	
P40254	ADMIN	034		CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40255	ADMIN	034		CABINET, FILING1NONE		NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40256	ADMIN	034		CABINET, FILING1NONE		NATIONAL	42 INCH 5 DRW	02/29/92	592.09	
P40257	ADMIN	034		CABINET, FILING1NONE		NATIONAL	42 INCH 5 DRW	02/29/92	592.09	
P40258	ADMIN	034		CABINET, FILING1NONE		NATIONAL	42 INCH 5 DR	02/29/92	592.09	
P40259	ADMIN	034		CABINET, FILING1NONE		NATIONAL	42 INCH 5 DRW	02/29/92	592.09	
P40260	ADMIN	034		CABINET, FILING1NONE		NATIONAL	42 INCH 5 DRW	02/29/92	592.09	
P40261	ADMIN	034		CABINET, FILING1NONE		NATIONAL	42 INCH 5 DRW	02/29/92	592.09	
P40262	ADMIN	034		CABINET, FILING1NONE		NATIONAL	42 INCH 5 DRW	02/29/92	592.09	

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 TIME: 21:54:09

STATE OF TENNESSEE
 PERSONAL PROPERTY ITEMS BY LOCATION
 AUTHORIZED ASSETS
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PAGE: 14
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TAG #	FL	ROOM	UNIT	DESCRIPTION	SERIAL #	MAKE	MODEL	FIN SVC DT	STATE COST	RETIRE DT
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DEPT/DIV: 32944

LOCATION: 91034

P40263	ADMIN	034		CALCULATOR, ELE11D052769		SHARP	QS12760A	05/19/92	115.44	
P40264	I. A.	034		CABINET, FILING	NONE	NATIONAL	42 INCH 5 DRW	02/29/92	592.09	
P40269	ADMIN	034		CABINET, FILING	NONE	NATIONAL	42 INCH 5 DRW	02/29/92	592.09	
P40270	ADMIN	034		CABINET, FILING	NONE	NATIONAL	42 INCH 5 DRW	02/29/92	592.09	
P40271	ADMIN	034		CABINET, FILING	NONE	NATIONAL	42 INCH 5 DRW	02/29/92	592.09	
P40275	TRAN	034		GYMNASIUM APPAR	FITNESS CENTER	CALIF GYMN	MULTI STATION	02/29/92	4,251.20	
P40276	TRAN	034		GYMNASIUM APPAR	NONE	DUMB BELLS	W/RACK	02/29/92	534.21	
P40277	TRAN	034		GYMNASIUM APPAR	1119106050	BIKE, EXERCISE	FUTURA	02/29/92	589.88	
P40278	TRAN	034		GYMNASIUM APPAR	1119106041	BIKE, EXERCISE	FUTURA	02/29/92	589.88	
P40280	TRAN	034		CABINET, FILING	NONE	NATIONAL	5 DRW 36 IN	02/29/92	538.21	
P40281	TRAN	034		CABINET, FILING	NONE	NATIONAL	5 DRW 36 IN	02/29/92	538.21	
P40289	ADMIN	034		CABINET, FILING	NONE	NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40291	ADMIN	034		CABINET, FILING	NONE	NATIONAL	42 INCH 5 DRW	02/29/92	592.09	
P40292	ADMIN	034		CABINET, FILING	NONE	NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40320	ADMIN	034		CPU: MICROCOMPUT	18852T	GRAFIKA	DCM1428	02/29/92	1,244.52	
P40386	ADMIN	034		CABINET, FILING	NONE	NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40413	ADMIN	034		CABINET, FILING	NONE	NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40417	ADMIN	034		CABINET, FILING	NONE	NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40450	ADMIN	034		CALCULATOR, ELE11D056769		SHARP	ZS2760A	02/29/92	121.54	
P40455	TRAN	034		PRINTER, (PC)	11621242X	SHARP, LASER	JX95000H	02/29/92	746.99	
P40470	ADMIN	034		CABINET, FILING	NONE	NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40479	ADMIN	034		CABINET, FILING	NONE	NATIONAL	36 INCH 5 DRW	02/29/92	538.21	
P40509	ADMIN	034		TYPEWRITER, ELE111XTF29-60072		IBM	1000 WHELLWRITE	11/19/93	540.00	
P40521	TRAN	034		CABINET, FILING	NONE	FILE CAB	METAL-DRAWER	01/27/94	866.27	
P55885	TDOC	034		CPU: MICROCOMPUT	1S6826BQ33J233	COMPAQ	DESKPRO 4000	07/02/98	1,508.75	
P91174	TDOC	034		PRINTER, (PC)	P1SG73A13047	HEWLETT PACKARD	DESKJET340 PORT	06/26/97	348.00	

*** LOCATION: 91034 95 2,980,440 136 ASSETS 117,258.63

***DEPT-DIV: 329443,901 1,395,800 520 ASSETS 647,703.33

8,063,901 1,395,800 520 647,703.33

Employee Dishonesty

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

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

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

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

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

General Conditions

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

Workers' Compensation

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

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

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

General Liability Excluding Products / Completed Operations

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

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

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

Limits:

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

Premium: _____
 Deductible: _____

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

Premium: _____
 Deductible: _____

Products and Completed Operations Liability

Coverage:

Comprehensive form
 Commercial form
 Occurrence basis

_____ Yes _____ No
 _____ Yes _____ No
 _____ Yes _____ No

Scope of Coverage:

Includes:

- 1. Blanket contractual
- 2. Employees as insureds
- 3. Waiver of subrogation
- 4. Worldwide coverage
- 5. Broad form property damage
- 6. Exclusion O modified
Exclusion Z modified
Exclusion L modified
- 7. Notice of occurrence
- 8. Blanket additional insureds - vendors
- 9. Cross liability
- 10. Errors and omissions
- 11. Failure to give notice
- 12. Worldwide basis

_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No

Limits:

Comprehensive form:
\$10,000,000 CSL

Premium: _____
Deductible: _____

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

Premium: _____
Deductible: _____

Business Auto Liability

Covered autos:

- Liability - symbol 1
- UM - symbol 10
- PIP - symbol 10

_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No

Scope of Coverage:

Includes:

- 1. Notice of accident
- 2. Failure to give notice
- 3. Contractual liability
All hired autos regardless of term or size
- 4. Blanket additional insureds
- 5. Errors and Omissions
- 6. Fellow employee exclusion deleted
- 7. Employees as insureds
- 8. Pollution liability
- 9. Non owned automobile liability

_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No
_____	Yes	_____	No

Limits:

\$5,000,000 CSL

Premium: _____
Deductible: _____

Owned and Non-owned Aircraft Liability

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

Scope of Coverage:

Includes:

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

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

Umbrella / Excess Liability

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

List all exceptions _____

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

Limits: _____
 Premium: _____

Directors and Officers

List insured organization(s)

Coverage:

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

Scope of Coverage:

Includes:

- | | | | | |
|---|-------|-----|-------|----|
| 1. Wrongful act defined | _____ | Yes | _____ | No |
| 2. Complete prior acts | _____ | Yes | _____ | No |
| 3. Information on application will not void coverage for all insureds | _____ | Yes | _____ | No |
| 4. Policy pays 100% excess of retention | _____ | Yes | _____ | No |
| 5. Discrimination coverage | _____ | Yes | _____ | No |
| 6. Punitive or exemplary damages covered | _____ | Yes | _____ | No |
| 7. Failure in maintaining insurance | _____ | Yes | _____ | No |
| 8. Discovery Period: | | | | |
| Cost | _____ | Yes | _____ | No |
| Duration | _____ | Yes | _____ | No |
| If insured cancels | _____ | Yes | _____ | No |
| 9. Wrongful acts reported during policy coverage | _____ | Yes | _____ | No |
| 10. Failure to file notice | _____ | Yes | _____ | No |
| 11. Delete anti-trust exclusion | _____ | Yes | _____ | No |
| 12. Allow claims brought by governments | _____ | Yes | _____ | No |
| 13. Coverage if insured insolvent | _____ | Yes | _____ | No |
| 14. Insured versus insured claims for wrongful termination | _____ | Yes | _____ | No |
| 15. Marital Estate Extension | _____ | | | |
| 16. Delete RICO exclusion | _____ | Yes | _____ | No |
| 17. Entity coverage | _____ | Yes | _____ | No |
| 18. Employment Practices Liability | _____ | Yes | _____ | No |

Limits and retentions:

\$10,000,000 annual aggregate:

Deductible Option 1 Premium: _____
 Deductible Option 2 _____
 Other _____

Environmental Impairment Liability

- | | | | | |
|-------------------------------|-------|-----|-------|----|
| Coverage - gradual | _____ | Yes | _____ | No |
| Coverage - sudden, accidental | _____ | Yes | _____ | No |
| Occurrence coverage | _____ | Yes | _____ | No |

Covered locations:

- | | | | | |
|--|------------|-----|-------|----|
| 1. All locations - statement of values | _____ | Yes | _____ | No |
| 2. All job sites | _____ | Yes | _____ | No |
| 3. Specified sites | List _____ | | | |

Deductible

Scope of coverage:

Includes:

- | | | | | |
|--|-------|-----|-------|----|
| 1. On/Off premises cleanup costs including corrective action | _____ | Yes | _____ | No |
| 2. Employees as insureds | _____ | Yes | _____ | No |
| 3. Prior acts coverage (if claims made) | _____ | Yes | _____ | No |
| 4. Defense in addition to the limit | _____ | Yes | _____ | No |
| 5. Compliance with EPA requirements | _____ | Yes | _____ | No |
| 6. Extended reporting provision | _____ | Yes | _____ | No |
| Cost | _____ | | | |
| Duration | _____ | | | |
| If insured cancels | _____ | Yes | _____ | No |

Limits: _____ Premium: _____
 \$5,000,000 incident / \$10,000,000 aggregate _____

Property / Boiler & Machinery

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

Scope of Coverage:

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

Deductible (options) _____

Limits & Sublimits _____

Premium _____

Employee Dishonesty

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

Coverage: Blanket employee dishonesty (Fidelity Coverage) Yes No

Deductible: _____

Limits: _____

Scope of Coverage:

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

Premium: _____

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

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

Scope of Coverage:

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

Limits:

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

Premium: _____

Deviations from Specifications:

Insurance Companies Utilized:

<u>Company</u>	<u>Coverage</u> (Indicate mandatory groupings)
<hr/>	<hr/>
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Does your agent have binding authority with each company utilized in this proposal.
Yes ____ No ____ . If not, indicate those companies for which an agency agreement does not exist, and affix the signature, title, and mailing address of an insurance company employee authorized to bind coverage and countersign policies on their behalf.

Contractor submitting proposal: _____

Insurance Agent / Company Employee: _____

Address: _____

Phone Number: _____

Signature: _____

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

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

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

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

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

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

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

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

ACCEPTANCE INDEMNITY INS COMPANY 222 SOUTH 15TH #600 NORTH OMAHA NE 68102 Contact: WILLIAM R BAXTER 402-344-8800	EFF: 11/21/91	APPALACHIAN INS CO OF PROVIDENCE PO BOX 7500 JOHNSTON RJ 02919 Contact: NORMAN L BELGARDE 406-275-3000 EXT1662	EFF: 09/12/69
ADMIRAL INSURANCE COMPANY PO BOX 5725 CHERRY HILL NJ 08034-3220 Contact: KATHLEEN CRAWFORD 800-257-6258	EFF: 08/19/74	ASSOCIATED INTERNATIONAL INS CO 21860 BURBANK BLVD #380 WOODLAND HILLS CA 91367 Contact: ROBERT BLAZER, CPA 818-595-0600	EFF: 06/7/88
ADRIATIC INSURANCE COMPANY 3501 NORTH CAUSEWAY BLVD #1000 METAIRIE LA 70002 Contact: DENNIS L BOYCE	EFF: 06/23/88	AUDUBON INDEMNITY COMPANY PO DRAWER 15989 BATON ROUGE LA 70895-5989 Contact: EARL J NORMAND 800-272-9830	EFF: 08/1/67
AGRICULTURAL EXCESS & SURPLUS INS CO PO BOX 2575 CINCINNATI OH 45201-2575 Contact: ROBERT J SCHWARTZ 513-369-3000	EFF: 08/14/81	BURLINGTON INSURANCE COMPANY 238 SMITH SCHOOL RD BURLINGTON NC 27215 Contact: KERRY WAYNE FAVOR 919-538-2830	EFF: 09/28/89
ALLIANCE GENERAL INS COMPANY 200 W ADAMS ST #2100 CHICAGO IL 60606 Contact: ERIC W RAHN, CEO	EFF: 08/24/89	CANAL INDEMNITY COMPANY PO BOX 7 GREENVILLE SC 29602 Contact: B J MCMURRY 803-242-5365	EFF: 11/1/76
ALLIANZ UNDERWRITERS INS INC PO BOX 7780 BURBANK CA 91505-7780 Contact: EDMAN LEE-CHDN 213-658-5000	EFF: 03/7/80	CAPITOL INDEMNITY CORPORATION PO BOX 5900 MADISON WI 53705-0900 Contact: PAUL JOHN BREITNAUER 608-231-4450	EFF: 09/12/88
ALPINE INSURANCE COMPANY 311 SOUTH WACKER DR #500 CHICAGO IL 60606-6618 Contact: JOHN THOMAS CLARK 312-922-8800	EFF: 07/15/93	CAREAMERICA COMPENSATION & LIABILITY 577 AIRPORT BLVD #540 BURLINGAME CA 94010 Contact: HELEN LEONG 415-342-1812	EFF: 02/10/81
AMERICAN COUNTRY INSURANCE COMPANY 222 NORTH LASALLE ST #1600 CHICAGO IL 60601-1105 Contact: JAMES P BYRNE, VP 312-456-2000	EFF: 01/20/87	CENTURY SURETY COMPANY PO BOX 2689 COLUMBUS OH 43231 Contact: GLENN D SOUTHWICK 614-895-2000	EFF: 07/1/67
AMERICAN DYNASTY SURPLUS LINES INS CO PO BOX 5370 CINCINNATI OH 45201 Contact: T MATTHEW HELD 513-369-3000	EFF: 07/5/84	CHUBB CUSTOM INSURANCE COMPANY PO BOX 1615 WARREN NJ 07061-1615 Contact: TRACEY A HOLLERAN 908-903-2982	EFF: 04/7/86
AMERICAN EMPIRE SURPLUS LINES INS CO PO BOX 5370 CINCINNATI OH 45201 Contact: T MATTHEW HELD	EFF: 12/1/77	CIGNA SPECIALTY INSURANCE COMPANY PO BOX 7716 PHILADELPHIA PA 19192 Contact: JOSEPH STAGLIANO 215-761-1000	EFF: 11/21/69
AMERICAN EQUITY INSURANCE COMPANY 8370 EAST VIA DE VENTURE BLDG K SCOTTSDALE AZ 85258 Contact: RODNEY BRUCE FRANTZ 602-991-0833	EFF: 04/1/95	COLONIA UNDERWRITERS INSURANCE CO 200 GARRISON AVENUE FORT SMITH AR 72901 Contact: RHONDA SAUTER 501-782-2829	EFF: 05/1/95
AMERICAN INTL SPECIALTY LINE INS CO HARBORSIDE FINANCIAL CTR, 401 PLAZA 3, 4TH FL JERSEY CITY NJ 07311 Contact: ARMAND PEPIN 201-309-1100	EFF: 03/7/91	COLONY INSURANCE COMPANY PO BOX 85122 RICHMOND VA 23285-5122 Contact: EDWARD DESCH 804-261-7011	EFF: 09/4/84
AMERICAN WESTERN HOME INS CO PO BOX 5323 CINCINNATI OH 45201-5323 Contact: JAMES P TIERNEY 513-721-3010 EXT2289	EFF: 03/1/95	COLUMBIA CASUALTY COMPANY CNA PLAZA CHICAGO IL 60685 Contact: RICHARD E RUSTON 312-822-5653	EFF: 12/29/75
AMERICAS SURPLUS LINES INS CO 401 POYDRAS ST #2200 NEW ORLEANS LA 70130 Contact: BRIAN MARTIN PAGRAGAN 504-528-9555	EFF: 04/1/95	COMMERCIAL CASUALTY INS CO OF GEORGIA 160 TECHNOLOGY PARKWAY NORCROSS GA 30092 Contact: LINDA MARIE LUOMA 404-729-8101	EFF: 10/25/83

FOREIGN SURPLUS LINES INSURERS

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

COMMERCIAL UNDERWRITERS INS CO 100 CORPORATE POINT #350 CULVER CITY CA 90230-7608 Contact: WILLIAM LEONE 310-670-0254	EFF: 07/1/95	FULCRUM INSURANCE COMPANY 199 WATER STREET NEW YORK NY 10038-3526 Contact: BERRY GOLUB 212-480-1900 EXT 326	EFF: 06/1/95
CONNECTICUT SPECIALTY INSURANCE CO PO BOX 420 HARTFORD CT 06141 Contact: PETER M VNDI 203-674-6600	EFF: 06/29/94	GENERAL AGENTS INS CO OF AMERICA PO BOX 2933 FORT WORTH TX 76113-2933 Contact: DANIEL JAY COOTS 817-336-2500	EFF: 06/4/85
COREGIS INDEMNITY COMPANY 181 WEST MADISON AVE #2600 CHICAGO IL 60602 Contact: ROBERT SHORTELL 312-449-5000	EFF: 09/3/93	GENERAL STAR INDEMNITY COMPANY PO BOX 10354 STAMFORD CT 06904-2354 Contact: DAVID W MOCK 203-328-5664	EFF: 05/6/84
DEARBORN INSURANCE COMPANY 123 NORTH WACKER DRIVE CHICAGO IL 60606 Contact: JACK McDONNELL 312-701-3738	EFF: 01/1/88	GENESIS INDEMNITY INSURANCE COMPANY PO BOX 10352 STAMFORD CT 06904-2352 Contact: PATRICIA A FOX 203-328-5643	EFF: 04/6/90
EDEN PARK INSURANCE COMPANY PO BOX 2575 CINCINNATI OH 45201-2575 Contact: ROBERT J SCHWARTZ 513-369-5000	EFF: 10/25/93	GILBERTAR CASUALTY INSURANCE CO 751 BROAD STREET, 14TH PLAZA NEWARD NJ 07102-3077 Contact: CHRISTINE KNIGHT 201-802-3024	EFF: 07/29/89
EMPIRE INDEMNITY INSURANCE COMPANY 1624 DOUGLAS AVENUE OMAHA NE 68102 Contact: KEVIN H FURCELL 402-341-0135	EFF: 08/10/82	GLOBAL INSURANCE COMPANY 5901 PEACHTREE-DUNWOODY RD NE #B-70 ATLANTA GA 30328-5307 Contact: PETER RAMAGLIA 600-634-4175	EFF: 01/2/90
ESSEX INSURANCE COMPANY 4551 COX ROAD GLEN ALLEN VA 23060 Contact: JILL GRODE GOLDFINE 804-273-1400	EFF: 11/14/83	GOTHAM INSURANCE COMPANY 330 MADISON AVENUE NEW YORK NY 10017 Contact: THOMAS JOHN IACOPELLI 212-551-0645	EFF: 07/1/87
EVANSTON INSURANCE COMPANY SHAND MORAHAN FLAZA EVANSTON IL 60201 Contact: EDGAR W PHOEBUS 708-866-2800	EFF: 08/31/81	GULF UNDERWRITERS INSURANCE CO PO BOX 1771 DALLAS TX 75221-1771 Contact: DAVID MARSHALL BARBER 214-670-2905	EFF: 08/1/92
EXECUTIVE RISK SPECIALTY INSURANCE CO PO BOX 2042 SIMSBURY CT 06070-7683 Contact: JEFFREY H KOENIG 203-244-8960	EFF: 12/1/93	HERMITAGE INSURANCE COMPANY 707 WESTCHESTER AVENUE #411 WHITE PLAINS NY 10604 Contact: JOSEPH JOHN JAWORSKI 914-683-8008	EFF: 03/27/89
FIDELITY EXCESS & SURPLUS INS CO 105 CAMPUS DRIVE, UNIVERSITY SQUARE PRINCETON NJ 08543-7006 Contact: ROBERT F WOOP 609-520-1133	EFF: 07/15/93	HOMI INSURANCE COMPANY OF ILLINOIS 10 SOUTH RIVERSIDE PLAZA CHICAGO IL 60606 Contact: HANS JOACHIM PREDEL 312-559-9500	EFF: 09/25/73
FIREMAN'S FUND INSURANCE CO OF OHIO 777 SAN MARIN DRIVE NOVATO, CA 94998 Contact: CHARLES E MCAULEY III 415-899-2817	EFF: 04/8/88	HOMESTEAD INSURANCE COMPANY 200 PLAZA DRIVE SECAUCUS, NJ 07096-1581 Contact: NOEL SCHULZ 201-271-0200	EFF: 06/27/88
FIRST SPECIALTY INSURANCE CORPORATION PO BOX 2928 OVERLAND PARK KS 66201-1336 Contact: SHARON L BUTLER 913-676-5844	EFF: 03/27/90	ILLINOIS EMCASCO INSURANCE COMPANY 815 COMMERCE DRIVE OAKBROOK IL 60521-1978 Contact: J M VANSLOUN 515-280-2674	EFF: 05/5/82
FLORIDA INTERNATIONAL INDEMNITY CO 27 EAST ROBINSON STREET ORLANDO FL 32801 Contact: C GLENN ALEXANDER 404-981-7100	EFF: 08/12/82	ILLINOIS INSURANCE EXCHANGE 311 SOUTH WACKER DRIVE #400 CHICAGO IL 60606 Contact: GARY D HACKLEY 312-405-8000	EFF: 10/18/85
FRONTIER PACIFIC INSURANCE COMPANY 195 LAKE LOUISE MARIE ROAD ROCK HILL NY 12775-8100 Contact: LINDA MARKOVITS, ADM. AAL, CPW 845-834-2100 EXT 521	EFF: 08/1/95	ILLINOIS UNION INSURANCE COMPANY 8755 WEST HIGGINS ROAD CHICAGO IL 60631 Contact: FRANK GAGLIANO 312-380-8100	EFF: 09/1/70

FOREIGN SURPLUS LINES INSURERS

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

INDEPENDENT FIRE INSURANCE OF FLORIDA ONE INDEPENDENT DRIVE JACKSONVILLE FL 32276 Contact: B LANE BUSSEY III 904-358-5470	EFF: 02/9/72	NORTHFIELD INSURANCE COMPANY PO BOX 64816 MENDOTA HEIGHTS MN 55120-1146 Contact: RICHARD J WEINGARTNER 612-688-4100	EFF: 09/21/79
INTERSTATE FIRE & CAUSALTY COMPANY 55 EAST MONROE STREET CHICAGO IL 60603 Contact: PAUL OSMOLSKI 312-346-4600	EFF: 07/30/69	NUTMEG INSURANCE COMPANY HARTFORD PLAZA HARTFORD CT 06115 Contact: S A SOTHERLAND 203-547-5000	EFF: 09/9/81
INVESTORS INSURANCE CO OF AMERICA 200 SCHULZ DRIVE REDEBANK NJ 07701 Contact: FRANK T BUZIAK, EXEC VP 908-224-0500	EFF: 05/5/78	OLD REPUBLIC UNION INSURANCE COMPANY 307 NORTH MICHIGAN AVENUE CHICAGO IL 60601 Contact: THELMA EVANS, ACCT MGR 312-346-8100	EFF: 05/14/86
LAFAYETTE INSURANCE COMPANY PO BOX 53265 NEW ORLEANS LA 70153 Contact: LARRY L HAYWARD 504-826-5222	EFF: 05/14/79	PACIFIC INSURANCE COMPANY 180 MAIDEN LANE NEW YORK NY 10038 Contact: FERRY E DEFONTADNE 212-937-5411	EFF: 06/20/84
LANDMARK AMERICAN INSURANCE COMPANY PO BOX 3329 ENGLEWOOD CO 80155 Contact: PATRICIA T HEMLEY 303-754-8702	EFF: 10/16/87	PACIFIC INSURANCE COMPANY LTD 1001 BISHOP STREET HONOLULU HA 96813 Contact: RUBY KONISHI, ASST SECRETARY 808-546-5863	EFF: 10/15/92
LANDMARK INSURANCE COMPANY PO BOX 720594 ATLANTA GA 30328-2594 Contact: WILLIAM P SCHUCHERT 212-770-1100	EFF: 05/1/87	PACIFIC NATIONAL INSURANCE COMPANY PO BOX 2070 MILWAUKEE WI 53201-2070 Contact: HOWARD C MILLER 414-792-3020	EFF: 08/22/90
LEXINGTON INSURANCE COMPANY 200 STATE STREET BOSTON MA 02109 Contact: WILLIAM P SCHUCHERT 212-770-8596	EFF: 02/3/70	PARADIGM INSURANCE COMPANY 9000 WESSEX PLACE #300 LOUISVILLE KY 40222 Contact: LINDA F SERGEANT, ASST CORP SEC 502-429-5585	EFF: 08/30/94
LINCOLN INSURANCE COMPANY PO BOX 4679 WILMINGTON DE 19807 Contact: THOMAS D SYKES 302-594-4700 EXT 128	EFF: 05/10/77	PENN-AMERICA INSURANCE COMPANY 420 SOUTH YORK ROAD HATBORO PA 19040 Contact: WESLEY M BOBBIE 215-443-3631	EFF: 06/23/80
MID ATLANTIC MEDICAL INSURANCE CO 225 INTERNATIONAL CIRCLE HUNT VALLEY MD 21030 Contact: MARK PATRICK WELSH 410-785-0050	EFF: 04/1/95	PROFESSIONAL UNDERWRITERS LIABILITY 185 GREENWOOD ROAD NAPA CA 94559 Contact: JERRY J REILEY 707-226-0100	EFF: 03/8/91
MONTICELLO INSURANCE COMPANY NEWPORT TOWER, 525 WASHINGTON BLVD JERSEY CITY NJ 07310-1693 Contact: CHRIS COKE	EFF: 04/12/88	RELIANCE INSURANCE COMPANY OF ILLINOIS 4 PENN CENTER PLAZA PHILADELPHIA PA 19103 Contact: JOHN P TAYLOR 215-864-4007	EFF: 08/2/83
MT HAWLEY INSURANCE COMPANY 9025 NORTH LINDBERG DRIVE PEORIA IL 61615 Contact: TIMOTHY J KRUEGER 309-692-1000	EFF: 05/9/86	REWOOD FIRE & CASUALTY INS CO 9290 WEST DODGE ROAD #300 OMAHA NE 68114 Contact: MICHELLE ACRJ 402-393-7255	EFF: 10/17/86
NATIONAL FIRE & MARINE INSURANCE CO 3024 HARNEY STREET OMAHA NE 68131-3580 Contact: DAVID BRYNE, ASST TREASURER 402-536-3269	EFF: 02/18/70	RISCORP NATIONAL INSURANCE COMPANY PO BOX 32370 KANSAS CITY MO 64171-5370 Contact: KATHIE J WILLIAMS 913-262-2953	EFF: 12/31/86
NAUTILUS INSURANCE COMPANY 7273 EAST BUTHERUS DRIVE SCOTTSDALE AZ 85260 Contact: JOHN M RUNBERG 602-951-4905	EFF: 02/18/86	ROCK RIVER INSURANCE COMPANY 3400 80TH STREET MOLINE IL 61265 Contact: DENNIS GENE COOK 815-447-4633	EFF: 10/25/91
NORTH AMERICAN CAPACITY INSURANCE CO 650 ELM STREET, 6TH FLOOR MANCHESTER NH 03101-2524 Contact: EDWARD D STYS 603-444-6681	EFF: 03/27/89	ROYAL SURPLUS LINES INSURANCE CO PO BOX 1000 CHARLOTTE NC 28201-1000 Contact: FRANK J PRESTOPEN 704-522-3250	EFF: 07/21/83

FOREIGN SURPLUS LINES INSURERS

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

SAFECO SURPLUS LINES INSURANCE CO SAFECO PLAZA SEATTLE WA 98185 Contact: DAVID W KRAFT 206-545-3394	EFF: 08/1/86	UNITED NATIONAL INSURANCE COMPANY THREE BALA PLAZA EAST #300 BALA CYNWYD PA 19004 Contact: DANIEL J KELLEHER 610-664-1500	EFF: 03/23/79
SAVERS PROPERTY & CASUALTY INS CO 10985 CODY #135 OVERLAND PARK KS 66210 Contact: ROBERT A HOFFMAN 810-358-1100 EXT 340	EFF: 07/17/89	UNITED STATES LIABILITY INSURANCE CO PO BOX 1551 KING OF PRUSSIA PA 19406-0951 Contact: LOUIS F RIVITUSO 215-688-2535	EFF: 10/26/71
SCOTTSDALE INSURANCE COMPANY PO BOX 4110 SCOTTSDALE AZ 85258 Contact: ARLAN G OLIVA 800-423-7675	EFF: 07/26/83	USF INSURANCE COMPANY 1760 MARKET STREET PHILADELPHIA PA 19103 Contact: STEPHEN ROBERT RUFO 215-563-3800	EFF: 11/15/94
SHEFFIELD INSURANCE CORPORATION PO BOX 43360 BIRMINGHAM AL 35243-3360 Contact: DAVE THOMPSON JR 205-970-7122	EFF: 10/1/85	USF&G SPECIALTY INSURANCE COMPANY PO BOX 1138 BALDWMORE MD 21203-1138 Contact: CAROL RAAB 410-547-3704	EFF: 05/1/96
ST PAUL SURPLUS LINES INSURANCE CO 385 WASHINGTON STREET ST PAUL MN 55102 Contact: DELROY W PREUSS 612-221-8069	EFF: 04/14/75	VANGUARD UNDERWRITERS INSURANCE CO PO BOX 660560 DALLAS TX 75266-0560 Contact: JOHN KLEINER 214-559-1295	EFF: 05/12/87
STEADFAST INSURANCE COMPANY ZURICH TOWERS, 1400 AMERICAN LANE SCHAUMBURG IL 60196-1056 Contact: WILLIAM H WIGGS 708-605-6000	EFF: 04/30/90	WAUSAU GENERAL INSURANCE COMPANY 901 WARRENVILLE ROAD #500 LISLE IL 60532 Contact: MICHAEL ROCCA, TREASURER 715-845-5211	EFF: 04/14/75
SUTTER INSURANCE COMPANY PO BOX 6000 LARKSPUR CA 94977-6000 Contact: WILLIAM A KLEINECKE 415-925-1404 EXT 333	EFF: 10/25/93	WESTCHESTER SURPLUS LINES INS CO SIX CONCOURSE PARKWAY #2700 ATLANTA GA 30328-5346 Contact: BRIAN W IMPERIALE 404-393-9955	EFF: 10/25/93
TIG INSURANCE COMPANY OF MICHIGAN PO BOX 152870 IRVING TX 75015-8830 Contact: CAROLINE WOODBURY 214-831-5000	EFF: 05/1/96	WESTERN ALLIANCE INSURANCE COMPANY PO BOX 201425 AUSTIN TX 78720 Contact: DONALD E WOELLNER 512-345-6505	EFF: 12/17/90
TIG SPECIALTY INSURANCE COMPANY PO BOX 6300 WOODLAND HILLS CA 91367 Contact: STEVEN A COOK 818-596-5323	EFF: 12/3/87	WESTERN HERITAGE INSURANCE COMPANY PO BOX 5100 SCOTTSDALE AZ 85261 Contact: SCOTT A WILSON 602-951-0703	EFF: 10/11/91
TRADERS & PACIFIC INSURANCE COMPANY PO BOX 2932 FORT WORTH TX 76113-2932 Contact: LISA FOSTER 817-377-6000	EFF: 06/4/96	WESTERN WORLD INSURANCE COMPANY 400 PARSONS POND DRIVE FRANKLIN LAKES NJ 07417-2600 Contact: ALICE LEW MUI 201-825-3300	EFF: 04/27/70
TUDOR INSURANCE COMPANY 400 PARSONS POND DRIVE FRANKLIN LAKES NJ 07417-2600 Contact: ALICE LEW MUI 201-825-3300	EFF: 06/1/83		
ULICO INDEMNITY COMPANY 111 MASSACHUSETTS AVENUE WASHINGTON, DC 20001 Contact: DANIEL P SPENCER 202-682-4952	EFF: 06/29/94		
UNDERWRITERS INDEMNITY COMPANY EIGHT GREENWAY PLAZA #400 HOUSTON TX 77046 Contact: GREG E CHILSON	EFF: 02/5/88		
UNITED CAPITOL INSURANCE COMPANY 400 PERIMETER CENTER TERRACE #345 ATLANTA GA 30346 Contact: KATHY D BRUNE 404-843-5599	EFF: 02/13/84		

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

ASSICURAZIONI GENERALI SPA (UK) PIZZA DUCA DEGLI ABRUZZESE 2 34132 TRIESTE ITALY EFF: 10/24/90	KROLL & TRACT JOHN P DEARIE JR 212-921-9100 FAX: 212-869-3657
ASSOCIATED ELECTRIC & GAS INS SERVICES LTD (AEGI) HARBORSIDE FINANCIAL CTR, 700 PLAZA 2 JERSEY CITY NJ 07311-3994 EFF: 08/12/94	LEBOEUF LAMB GREENE & MACRAE 212-424-8000 FAX: 212-424-8500
BRITISH AVIATION INSURANCE COMPANY LTD FITZWILLIAM HOUSE, 10 ST MARY AXE LONDON EC3A 8EQ ENGLAND EFF: 10/01/94	MENDES & MOUNT MICHAEL C GIORDANO 212-261-8423 FAX: 212-261-8750
CNA INTERNATIONAL REINSURANCE COMPANY LTD FOUNTAIN HOUSE, 125/135 FENCHURCH ST LONDON EC3M 5DJ ENGLAND EFF: 05/08/86	CNA INSURANCE COMPANIES JAMES J MORRIS 312-822-4650 FAX: 312-822-2893
COMMERCIAL UNION ASSURANCE COMPANY PLC ST HELENS - 1 UNDERSHAFT LONDON EC3P 3DQ ENGLAND EFF: 06/10/87	MENDES & MOUNT MICHAEL C GIORDANO 212-261-8423 FAX: 212-261-8750
COMMONWEALTH INSURANCE COMPANY - U.S. BRANCH 595 BURRARD ST #1500 BENTALL TOWER 3 VANCOUVER, BRITISH COLUMBIA V7X 1G4 EFF: 12/01/95	BUCHALTER NEMER FIELDS & YOUNGER JOHN L INGERSOLL 212-891-0700 FAX: 212-896-0400
COPENHAGEN REINSURANCE COMPANY U.K. LTD 25/26 LIME STREET LONDON EC3M 7HR ENGLAND EFF: 08/01/86	KROLL & TRACT JOHN P DEARIE JR 212-921-9100 FAX: 212-869-3657
GAN INSURANCE COMPANY LTD MINSTER HOUSE - ARTHUR STREET LONDON EC4R 9BJ ENGLAND EFF: 10/04/71	KROLL & TRACT JOHN P DEARIE JR 212-921-9100 FAX: 212-869-3657
INDEMNITY MARINE ASSURANCE COMPANY LTD ST HELENS - 1 UNDERSHAFT LONDON EC3P 3DQ ENGLAND EFF: 06/10/87	MENDES & MOUNT MICHAEL C GIORDANO 212-261-8423 FAX: 212-261-8750
INSURANCE COMPANY OF NORTH AMERICA (U.K.) LTD CIGNA HOUSE, 8 LIME STREET LONDON EC3M 7NA ENGLAND EFF: 11/18/91	LEBOEUF LAMB GREENE & MACRAE 212-424-8000 FAX: 212-424-8500
LA CONCORDE COMPAGNIE D'ASSURANCES 5 RUE DE LONDRES PARIS FRANCE EFF: 07/19/94	KROLL & TRACT JOHN P DEARIE JR 212-921-9100 FAX: 212-869-3657
LIBERTY MUTUAL INSURANCE COMPANY (U.K.) LTD ONE MINSTER COURT MINCING LANE LONDON ENGLAND EC3R 7AA EFF: 03/01/95	LEBOEUF LAMB GREENE & MACRAE 212-424-8000 FAX: 212-424-8500
LLOYD'S UNDERWRITERS AT LONDON LIME STREET LONDON EC3M 7HL ENGLAND EFF: 04/23/70	LEBOEUF LAMB GREENE & MACRAE 212-424-8000 FAX: 212-424-8500
MARINE INSURANCE COMPANY LTD 34 LIME STREET LONDON EC3M 7JE ENGLAND EFF: 10/17/86	KROLL & TRACT JOHN P DEARIE JR 212-921-9100 FAX: 212-869-3657
NORTHERN ASSURANCE COMPANY LTD ST HELENS - 1 UNDERSHAFT LONDON EC3P 3DQ ENGLAND EFF: 06/10/87	MENDES & MOUNT MICHAEL C GIORDANO 212-261-8423 FAX: 212-261-8750
OCEAN MARINE ASSURANCE COMPANY LTD ST HELENS - 1 UNDERSHAFT LONDON EC3P 3DQ ENGLAND EFF: 06/10/87	MENDES & MOUNT MICHAEL C GIORDANO 212-261-8423 FAX: 212-261-8750
PHOENIX ASSURANCE PLC ONE BARTHOLOMEW LANE LONDON EC2N 2AB ENGLAND EFF: 10/17/86	KROLL & TRACT JOHN P DEARIE JR 212-921-9100 FAX: 212-869-3657

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

QBE INTERNATIONAL INSURANCE LTD
FOURTEEN FENCHURCH AVENUE
LONDON EC3M 5BS ENGLAND
EFF. 06/29/94

RIVER THAMES INSURANCE COMPANY LTD
150152 FENCHURCH STREET
LONDON EC3M 6DL ENGLAND
EFF. 06/30/70

SKANDIA INTERNATIONAL INSURANCE CORPORATION
SVEAVAGEN 44 BOX 7693
S-103 95 STOCKHOLM SWEDEN
EFF. 04/08/86

SPHERE DRAKE INSURANCE PLC
52-54 LEADHALL STREET
LONDON EC3A 2BJ ENGLAND
EFF. 12/10/69

SR INTERNATIONAL BUSINESS INSURANCE CO LTD
71-77 LEADENHALL STREET
LONDON EC3A 2PQ ENGLAND
EFF. 03/01/89

ST PAUL REINSURANCE COMPANY LTD
ST PAUL HOUSE, 27 CAMPER DOWN STREET
LONDON EL 3DS ENGLAND
EFF. 05/23/89

TERRA NOVA INSURANCE COMPANY LTD
TERRA NOVA HOUSE - 41/43 MENCING LANE
LONDON EC3R 7SP ENGLAND
EFF. 04/17/84

THREADNEEDLE INSURANCE COMPANY LTD
60 ST MARY AXE
LONDON EC4M 6JQ ENGLAND
EFF. 10/20/87

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

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

ZURICH RE (U.K.) LIMITED
90 FENCHURCH STREET, THE ZURICH BLDG
LONDON EC3M 4JX ENGLAND
EFF. 07/20/90

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

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

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

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

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

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

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

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

Appendix D - Insurance

State of Tennessee Department of Correction General Insurance Specifications

Insurance Company Eligibility

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

Contractor and Insurance Company Services Required

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

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

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

Specimen Policies

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

Cancellation/Non-Renewal

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

Proposals

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

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

Review of Insurance

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

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

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

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

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

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

Named Insured

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

Signature

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

Instructions

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

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

Attachment I

to Appendix D - Insurance

Named Insured

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

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

Include as an Additional Insured:

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

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

Workers Compensation

Named Insured: Attachment I to Appendix D - Insurance

Coverage: Statutory workers compensation and employers liability insurance.

Limits:

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

Covered States: Tennessee

Scope of Coverage:

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

General Liability Excluding Products and Completed Operations

Named Insured: Attachment I to Appendix D - Insurance

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

A. Comprehensive General Liability

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

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

B. Commercial General Liability

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

Limits:

Each occurrence:
Quote \$5,000,000

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

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

Scope of Coverage:

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

- 15. Notice of occurrence:
When an occurrence takes place, written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable after the accident or occurrence becomes known to the Risk Manager.
- 16. Blanket additional insureds:
All persons or entities (except vendors) for whom the insured has agreed to provide insurance in accordance with the terms of oral or written agreements shall be covered as additional insureds.
- 17. Cross Liability:
Employees of one insured shall be deemed members of the public as concerns other insureds. Said relationship shall be considered as applying to all of the insureds named as such in the definition of insureds.
- 18. Errors and omissions:
Coverage shall not be invalidated or affected by errors, inadvertent omissions, or improper descriptions of premises or operations described in the policy.
Employee benefits liability should be provided with limits of \$1,000,000 each claim or occurrence. Premium to be shown separately.
- 20. Stand alone coverage for this project is desired. However, if the commercial general liability format is used, the aggregate limits are to apply per location and per project.
- 21. Amend the definition of personal injury to include mental anguish, mental injury, humiliation, discrimination and any other injury to the feelings and reputation of a natural person, except where prohibited by law.

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

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

Products and Completed Operations Liability

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

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

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

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

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

7. Notice of occurrence:

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

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

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

10. Errors and omissions:

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

11. Failure to give notice:

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

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

Business Auto Liability

Named Insured: Attachment I to Appendix D - Insurance

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

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

Scope of Coverage:

1. Notice of accident:

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

2. Failure to give notice:

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

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

4. Blanket additional insureds:

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

5. Errors and Omissions:

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

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

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

8. Include Pollution Liability

9. Provide non-owned auto liability coverage

Owned & Non-Owned Aircraft Liability

- Named Insured:** Attachment I to Appendix D - Insurance
- Coverage:** Quote owned and non-owned aircraft coverage
- Limits:** \$10,000,000 and/or \$20,000,000 per occurrence
- Scope of Coverage:**
1. Include bodily injury, property damage and mental anguish
 2. Include bodily injury coverage for passengers (per seat)
 3. Include the claims of employees (crew)
 4. Coverage to apply on a worldwide basis
 5. Indicate the seating capacity of aircraft owned and/or leased
 6. Extend coverage to include contractual liability, both written and verbal
 7. Notice of Occurrence:

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

Umbrella/Excess Liability

Named Insured:

See Attachment I to Appendix D - Insurance

Coverage Limits:

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

Scope of Coverage:

"Pay on Behalf of" policy form preferred.

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

First Dollar Defense coverage is to be provided.

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

A zero self-insured retention is preferred.

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

Directors & Officers Liability

Named Insured:	List insured organization
Coverage:	Quote coverage for Directors and Officers and for Corporate Reimbursement
Limits:	\$10,000,000 annual aggregate with (various) deductible (options) for corporate reimbursement / \$0 retention for individual Directors & Officers
Scope of Coverage:	<ol style="list-style-type: none">1. Include wrongful act(s) defined in policy form2. Prior acts coverage should be included (Continuity of Coverage)3. Include clause stating to the effect that information on the application will not void coverage for all insureds (Severability)4. Policy shall pay 100% excess of retention (No Coinsurance)5. Include discrimination coverage6. Include punitive or exemplary damage coverage7. Include clause which picks up any inadvertent failure to maintain insurance8. Minimum discovery period of one year9. Include wrongful acts reported during the policy term10. Failure to file notice:

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

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

Environmental Impairment Liability

Named Insured:	Attachment I to Appendix D - Insurance
Coverage:	Liability for bodily injury and property damage resulting from sudden, accidental or gradual pollution arising from operations conducted by the insured.
Limits:	\$5,000,000 each pollution incident / \$10,000,000 aggregate
Coverage Locations:	<ol style="list-style-type: none">1. All premises2. Alienated premises (if any present locations are alienated).
Deductible:	Specify the deductible which will apply
Scope of Coverage:	<ol style="list-style-type: none">1. On and off premises clean-up costs, including those for corrective action are to be covered.2. Employees shall be additional insureds while acting within the scope of their duties.3. Prior Acts coverage shall be afforded, if claims made.4. The cost of appeal and defense should be payable in addition to the limits of liability.5. The policy is to comply with the requirements of the financial responsibility regulations of the Environmental Protection Agency regarding petroleum underground storage tanks.6. Include Extended Reporting Provision; indicate cost, duration and implications if insured cancels.

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

Named Insured: See Attachment I to Appendix D - Insurance **and** any individual who was, now is or shall be employed as a nurse, doctor, attorney, counselor, psychologist or social worker of the contractor.

Coverage: Professional Liability form to insure bodily injury, including mental injury or death, arising out of the rendering or failure to render professional services.

Limits: \$ 5,000,000 each occurrence;
\$10,000,000 annual aggregate;
Other at option of the proposer.

Scope of Coverage:

1. Coverage should be on an occurrence basis **or** claims made with a 3 or 5 year tail.
2. Full Prior Acts coverage shall be afforded.
3. All proposals should disclose the cost of an extended reporting provision and the conditions under which it may be purchased.

Property / Boiler and Machinery

Named Insured:	See Attachment I - Appendix D - Insurance
Coverage:	"All Risks" of Physical Loss or Damage including the perils of earthquake and flood
Limits:	<ul style="list-style-type: none">• Building - \$5,000• Contents - of Contractor on location (contractor will be solely responsible for all loss or damage to contractor owned property.)
Sublimits:	Transit Extra Expense Electronic Data Processing Expediting Expense Service Interruption (PD & BI) - all utilities Contingent Extra Expense Business Interruption including Ordinary Payroll Offsite Storage Errors & Omissions Mechanical Breakdown, Electrical Arcing Pollution Contamination Personal Property of Employees Contingent Business Interruption
Deductibles:	\$250
Term & Conditions:	90 day notice of cancellation Repair or Replacement Coverage Automatic Reinstatement of Limits Coinsurance - 100% - Waived Permit Other Insurance

Appendix F

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES

SECURITY ADDENDUM

The goal of this document is to provide adequate security for criminal justice systems while under the control or management of a private entity, the Contractor. Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security and data security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Administration of criminal justice - the detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. It also includes criminal identification activities; the collection, storage, and dissemination of criminal history record information; and criminal justice employment.

1.02 Agency Coordinator (AC) - a staff member of the Contracting Government Agency, who manages the agreement between the Contractor and agency.

1.03 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.04 Contractor - a private business, organization or individual

which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

1.05 Control Terminal Agency (CTA)- a duly authorized state or federal criminal justice agency with direct access to the National Crime Information Center (NCIC) telecommunications network providing statewide (or equivalent) service to its criminal justice users with respect to the various systems managed by the FBI CJIS Division.

1.06 Control Terminal Officer (CTO)- an individual located within the CTA responsible for the administration of the CJIS network for the CTA.

1.07 Criminal Justice Agency (CJA)- The courts, a governmental agency, or any subunit of a governmental agency which performs the administration of criminal justice pursuant to a statute or executive order and which allocates a substantial part of its annual budget to the administration of criminal justice. State and federal Inspectors General Offices are included.

1.08 Noncriminal Justice Agency (NCJA) - a governmental agency or any subunit thereof that provides services primarily for purposes other than the administration of criminal justice.

1.09 Noncriminal justice purpose - the uses of criminal history records for purposes authorized by federal or state law other than purposes relating to the administration of criminal justice, including employment suitability, licensing determinations, immigration and naturalization matters, and national security clearances.

1.10 Security Addendum - a uniform addendum to an agreement between the government agency and a private contractor, approved by the Attorney General of the United States, which specifically authorizes access to criminal history record information, limits the use of the information to the purposes for which it is provided, ensures the security and confidentiality of the information consistent with existing regulations, provides for sanctions, and contains such other provisions as the Attorney General may require.

2.00 Responsibilities of the Contracting Government Agency

2.01 The CGA entering into an agreement with a Contractor is to appoint an AC.

2.02 In instances in which responsibility for a criminal justice system has been delegated by a CJA to a NCJA, which has in turn entered into an agreement with a Contractor, the CJA is to appoint an Agency Liaison to coordinate activities between the

CJA and the NCJA and Contractor. The Agency Liaison shall, inter alia, monitor compliance with system security requirements. In instances in which the NCJA's authority is directly from the CTA, there is no requirement for the appointment of an Agency Liaison.

2.03 The AC will be responsible for the supervision and integrity of the system, training and continuing education of employees and operators, scheduling of certification testing and all required reports by NCIC.

2.04 The AC has the following responsibilities:

- a Understand the communications and records capabilities and needs of the Contractor which is accessing federal and state records through or because of its relationship with the CGA;
- b Participate in related meetings and provide input and comments for system improvement;
- c Receive information from the CGA (e.g., system updates) and disseminate it to appropriate Contractor employees;
- d. Maintain and update manuals applicable to the effectuation of the agreement, and provide them to the Contractor;
- e Maintain up-to-date records of employees of the Contractor who access the system, including name, date of birth, social security number, date fingerprint card(s) submitted, date security clearance issued, and date certified or recertified (if applicable);
- f Train or ensure the training of Contractor personnel. If Contractor personnel access NCIC, schedule the operators for a certification exam with the CTA staff. Schedule new operators for the certification exam within six (6) months of employment. Schedule certified operators for re-certification testing within thirty (30) days prior to the expiration of certification. Schedule operators for any other mandated class;
- g. The AC will not permit an un-certified employee of the Contractor to access an NCIC terminal;
- h Where appropriate, ensure compliance by the Contractor with NCIC validation requirements;
- i. Provide completed Applicant Fingerprint Cards on each person within the Contractor who accesses the System to the CJA (or, where appropriate, CTA) for criminal

background investigation prior to such employee accessing the system; and

- j. Any other responsibility for the AC promulgated by the FBI.

2.05 The CTA shall ensure that all NCIC hot file transactions and Interstate Identification Index (III) transactions be maintained on an automated log for a minimum of six months. This automated log must identify the operator on III transactions, the agency authorizing the transactions, the requester, and any secondary recipient. This information can be captured at log on and can be a name, badge number, serial number, or other unique number.

3.00 Responsibilities of the Contractor

3.01 The Contractor shall maintain a security program which complies with this Security Addendum.

3.02 The Contractor shall assign a Security Officer accountable for the management of this security program. This person shall coordinate with the CGA to establish the security program.

3.03 The Contractor shall document the security program in a Security Plan. The Security Plan shall describe the implementation of the security requirements described in this Security Addendum, the associated training program, and the reporting guidelines for documenting and communicating security violations to the CGA. The Security Plan shall be subject to the approval of the CJA, even in instances in which the CGA is the NCJA.

3.04 The Contractor shall provide for a Security Training Program for all Contractor personnel engaged in the management, development, operation, and/or maintenance of criminal justice systems and facilities. Annual refresher training shall also be provided.

3.05 The Contractor shall establish a security violation response and reporting procedure to discover, investigate, document, and report on all security violations. Violations which endanger the security or integrity of the criminal justice system or records located therein must be communicated to the CGA immediately. Minor violations shall be reported to the CGA on a periodic basis, but in no instance less than quarterly. See Section 8.01.

3.06 The Contractor's facilities will be subject to unannounced security inspections performed by the CGA. These facilities are also subject to periodic FBI and state audits.

3.07 The security plan is subject to annual review by the CJA and the Contractor. During this review, provision will be made to

update the program in response to security violations, changes in policies and standards, and/or changes in federal and state law and technology.

3.08 The Contractor and its employees will comply with all federal and state laws, rules, procedures and policies formally adopted by the FBI and the CJIS APB, including those governing criminal history record information.

4.00 Site Security

4.01 The Contractor shall dedicate and maintain control of the facilities, or areas of facilities, that support the CGA.

4.02 All terminals physically or logically connected to the computer system accessing NCIC and the criminal justice files must be segregated and screened against unauthorized use or observation.

5.00 System Integrity

5.01 Only employees of the Contractor, employees of CGA, the Agency Liaison, and such other persons as may be granted authorization by the CGA shall be permitted access to the system.

5.02 The Contractor shall maintain appropriate and reasonable quality assurance procedures.

5.03 Access to the system shall be available only for official purposes consistent with the appended Agreement. Any dissemination of NCIC data to authorized employees of the Contractor is to be for their official purposes.

5.04 Information contained in or about the system will not be provided to agencies other than the CGA or another entity which is specifically designated in the contract.

5.05 All criminal history record information requests must be envisioned and authorized by the appended Agreement. A current up-to-date log concerning access and dissemination of criminal history record information shall be maintained at all times by the Contractor.

5.06 The Contractor will ensure that its inquiries of NCIC and any subsequent dissemination conforms with applicable FBI/NCIC policies and regulations, as set forth in the NCIC Operating Manual, NCIC and CJIS APB meeting minutes, and all relevant CJIS security documents. All disseminations will be considered as "Unclassified, For Official Use Only."

5.07 The Contractor shall protect against any unauthorized persons gaining access to the equipment, any of the data, or the

operational documentation for the criminal justice information system. In no event shall copies of messages or criminal history record information be disseminated other than as envisioned and governed by the appended Agreement.

6.00 Personnel Security

6.01 Appropriate background investigations must be conducted on all Contractor employees and the Contractor's vendors which provide system maintenance support.

6.02 Thorough background screening by the CGA is required. This investigation includes submission of a completed applicant fingerprint card to the FBI through the state identification bureau. State and national record checks by fingerprint identification must be conducted for all personnel who manage, operate, develop, access and maintain criminal justice systems and facilities. Record checks must be completed prior to employment.

6.03 When a request is received by the CTA before system access is granted:

- a. The CGA on whose behalf the Contractor is retained must check state and national arrest and fugitive files. These checks are to be no less stringent than those performed on CJA personnel with access to NCIC.
- b. If a record of any kind is found, the CGA will be formally notified, and system access will be delayed pending review of the criminal history record information. The CGA will in turn notify the Contractor-appointed Security Officer.
- c. When identification of the applicant with a criminal history has been established by fingerprint comparison, the CGA's designee will review the matter. A Contractor employee found to have a criminal record consisting of any felony convictions or of misdemeanor offenses which constitute a general disregard for the law is disqualified. Applicants shall also be disqualified on the basis on confirmations that arrest warrants are outstanding for such applicants.
- d. If an adverse employment determination is made, access will be denied and the Contractor-appointed Security Officer will be notified in writing of the access denial. This applicant will not be permitted to work on the contract with the CGA. Disqualified employees and applicants for employment shall be notified of the adverse decisions and the impact that such records had on

decisions and the impact that such records had on such decisions.

6.04 The investigation of the applicant's background shall also include contacting of employers (past or present) and personal references.

6.05 The Security Officer shall maintain a list of personnel who successfully completed the background investigation.

6.06 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

6.07 The CGA shall ensure that each Contractor employee authorized to access CJIS network terminals or information provided therefrom is specially trained in the state and federal laws and rules governing the security and integrity of criminal justice information.

6.08 All visitors to sensitive areas of Contractor facilities must be escorted at all times by a Contractor employee with clearance. Names of all visitors shall be recorded in a visitor log, to include date and time of visit, name of visitor, purpose of visit, name of person visiting, and date and time of departure. The visitor logs shall be maintained for five years following the termination of the contract.

7.00 System Security

7.01 Transmission, processing, and storage of CJA information shall be conducted on dedicated systems. Increased reliance should be placed on technical measures to support the ability to identify and account for all activities on a system and to preserve system integrity.

7.02 The system shall include the following technical security measures

- a unique identification and authentication for all interactive sessions;
- b if warranted by the nature of the contract, advanced authentication techniques in the form of digital signatures and certificates, biometric or encryption for remote communications;
- c security audit capability for interactive sessions and transaction based logging for message-based sessions;

this audit shall be enabled at the system application level;

- d access control mechanisms to enable access to be restricted by object (e.g., data set, volumes, files, records) to include the ability to read, write, or delete the objects;
- e ORI identification and access control restrictions for message based access;
- f system and data integrity controls;
- g. access controls on communications devices
- h. confidentiality controls (e.g., partitioned drives encryption, and object reuse).

7.03 Data encryption shall be required throughout the network passing through a shared public carrier network.

7.04 The Contractor shall provide for the secure storage and disposal of all hard copy and media associated with the system to prevent access by unauthorized personnel.

7.05 The Contractor shall establish a procedure for sanitizing all fixed storage media (e.g., disks, drives) at the completion of the contract and/or before it is returned for maintenance, disposal or reuse. Sanitization procedures include overwriting the media and/or degaussing the media. If media cannot be successfully sanitized it must be returned to the CGA or destroyed.

8.00 Security violations

8.01 Consistent with Section 3.05, the Contractor agrees to inform the CGA of system violations. The Contractor further agrees to immediately remove any employee from assignments covered by this contract for security violations pending investigation. Any violation of system discipline or operational policies related to system discipline are grounds for termination, which shall be immediately reported to the AC in writing.

8.02 The CGA must report security violations to the CTO and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

8.03 Security violations can justify termination of the appended agreement.

8.04 Upon notification, the FBI reserves the right

- a Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including the actual NCIC telecommunications link. The FBI will provide the CTO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing criminal history record information must be deleted or returned to the CGA.

8.05 The FBI reserves the right to audit the Contractor's operations and procedures at scheduled or unscheduled times. The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

9.00 Miscellaneous provisions

9.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CTA, and FBI.

9.02 The following documents are incorporated by reference and made part of this agreement: (a) The III, NCIC, and Uniform Crime Reporting Operating Manuals; (b) The Minutes of the CJIS APB; (c) The Bylaws for the CJIS APB and CJIS Working Groups; (d) Title 28, Code of Federal Regulations, Part 20; (e) The NCIC Security Policy (including all concepts of NCIC Computerized Criminal History Program Background, Concept and Policy); (f) The Recommended Voluntary Standards for Improving the Quality of Criminal History Record Information, NCIC Standards, and UCR Standards, as recommended by the CJIS APB; and (g) Applicable federal and state laws and regulations.

9.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they provide a minimum basis for the security of the system and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

9.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

9.05 All notices and correspondence shall be forwarded by First Class mail to :

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I have read and am familiar with the contents of this Security Addendum, including relevant portions of the underlying documents, including but not limited to the III, NCIC, and UCR Operating Manuals; relevant Minutes of the CJIS Advisory Policy Board; Bylaws for the CJIS Advisory Board and CJIS Working Groups; Title 28, Code of Federal Regulations, Part 20; NCIC Security Policy; Recommended Voluntary Standards For Improving the Quality and Criminal History Record Information; NCIC and UCR Standards; as well as applicable federal or state laws and regulations regarding dissemination of criminal history records for criminal and noncriminal justice purposes.

Signature of Contractor Representative

Organization and Title

Date

I acknowledge that I have read this Security Addendum and understand its contents.

Signature of Contractor Employee

Date

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

APPENDIX G

COMPARATIVE EVALUATION GUIDELINES

**For the Comparative Evaluation
of the
South Central Correctional Center RFP
and Contract Performance**

November 2, 2001

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1. OVERVIEW

The Public Acts of 2001, Chapter 132 amended TCA Title 41, Chapter 24 relative to the comparative evaluation process for private contracts for correctional services. The new language charged the State of Tennessee with establishing objective performance criteria and cost criteria for both the State and the private contractor. These performance and cost criteria are to be used as the basis for a comparative evaluation between the operations of the state's facilities, as set out in the Request for Proposal, and the privately operated facility known as South Central Correctional Center (SCCC). This comparison is to be made after the end of the second full year of operation, but before renewing the initial contract at the end of the three-year contract term. The performance evaluation is to be performed by the Select Oversight Committee on Corrections. The cost comparison is to be compiled by the Fiscal Review Committee. The contract can only be renewed if the contractor is providing essentially the same quality of services as the state at a cost of 5% lower than the state, or if the contractor is providing superior services (greater than 5%) at essentially the same cost as the state.

TCA 41-24-105 requires the following:

- a) Before the awarding of any contract to provide correctional services as defined in Section 41-24-104(2)(F), the state shall establish objective performance criteria and cost criteria for both the state and private contractor. The performance criteria shall measure the quality of management, security and safety, personnel training, inmate programs, and treatment and other topics deemed appropriate. The performance criteria and cost criteria shall be established and incorporated as requirements in any proposed request for proposal and any contract and shall be used as the basis for any comparison between the state and any contractor.
- b) For any contractor to provide correctional services as defined in Section 41-24-102(2)(F), the initial contract term shall be for a period of three (3) years in order to allow the contractor sufficient time to demonstrate its performance and to provide sufficient information to allow a comparison of the performance of the contractor to the performance of the state in providing similar services. Provided, however, to allow sufficient time for completion and review of any comparative evaluation, the initial term may exceed three (3) years by a period of up to four (4) months as necessary to make the end of the initial term coincide with the state's fiscal year. The initial contract may include an option to renew for an additional period of two (2) years, subject to the provisions of this section.
- c) After the first two (2) years of operation, but before renewing the initial contract, the performance of the contractor shall be compared to the performance of the state for similar services as set out in the contract. The contract may be renewed only if the contractor is providing essentially the same quality of

services as the state at a cost of five percent (5%) lower than the state as set out in the contract, or if the contractor is providing services superior in quality to those provided by the state at essentially the same cost as set out in the contract. For the purposes of this statute and comparison, “essentially the same” shall mean the difference is no greater than five (5%). For the purpose of this statute and comparison “superior” shall mean a difference greater than five percent (5%). The methodology for determining the measurement of five (5%) differences shall also be set out in the request for proposal and contract.

- d) The quality of services provided by the contractor and by the state shall be compared by the select oversight committee on correction, or, in the absence of such committee, a committee designated by the speakers of the senate and house. The committee shall determine the quality of services provided by the contractor and the state by applying the performance criteria set out in the request for proposal and contract pursuant to subsection (a) and provide a numerical score for the state and the contractor. The committee shall report its determination to the parties responsible for determining whether the contract should be renewed.
- e) The fiscal review committee, or, in the absence of such committee, any other committee designated by the speakers of the senate and house, shall compare the cost measures as established in this chapter and set out in the request for proposal and the contract for service and provide a prisoner per day cost for the state and the contractor. The committee shall report its determination to the parties responsible for determining whether the contract should be renewed.

As a means of satisfying the statutory requirement to develop objective performance and cost criteria, the Select Oversight Committee on Corrections (SOCC) director, the SOCC consultant, a member of the Fiscal Review Committee, as well as Department of Correction employees with a wide range of correctional expertise, initiated the development of a performance evaluation process and assessment and scoring instruments.

It was decided that Northeast Correctional Complex (NECC) and Northwest Correctional Complex (NWCC) are the most comparable state facilities to evaluate and compare with the South Central Correctional Center (SCCC). The two state operated institutions have been selected for previous comparisons because of the similarity in age of the facilities, design of the facilities, and inmate populations. These two facilities continue to be the most comparable. Since the early institution comparisons were made, consolidation of state institutions resulted in other facilities being combined administratively with both NECC and NWCC. These consolidations add some challenges, such as adjusting for differences in the number of inmates, the comparability of inmate populations, etc.; however the evaluation process and instruments have been developed to compensate for these differences through the use of per capita ratios and other scoring measures.

As the process evolved, the methodological guidance of the Vanderbilt Institute for Public Policy Studies was sought and received. The co-director of the Center for Evaluation and Research Methodology, Dr. Mark Lipsey, assisted in reviewing the evaluation instrument for consistency of methodology. He confirmed that the approach adopted by the evaluation group was a fair way of comparing the performance of all three prisons because the criteria for the comparison apply equally to all three institutions and because the processes necessary to obtain the data required to support the resulting measurements are in place.

Resulting from these meetings is the Performance Evaluation process and instrument that is included as a part of the Pro Forma Contract of the Request for Proposal under Appendix G. This instrument, identified as a Performance Evaluation data collection instrument is included with this Overview as Exhibit "A".

2. METHODOLOGY

Since renewal of the contract is dependent upon an evaluation of the quality of services as well as the cost to provide those services, it is important that *both* performance and cost measures be comparable and quantifiable. The following methodology was developed with that in mind.

2.1. PERFORMANCE COMPARISON

2.1.1. PERFORMANCE EVALUATION MEASURES

The comparative evaluation is framed around four (4) major categories. Each category has a principal goal that expresses the desired result(s) for that particular category. The categories and goals are as follows:

a) Security and Control

The goal of the security and control category is that the community, staff, and inmates are protected from harm

b) Inmate Care

The goal of the inmate care category is that the institution provides for the basic needs, appropriate care, and programming of the inmate population

c) Institution Safety & Physical Plant Conditions

The goal of institution safety and plant conditions is that the institution environment meets national and state fire and safety codes, health codes and requirements and

provides for safe living and working conditions. Emergencies are responded to with order and efficiency

d) Institution Administration

The goal of institution administration is that the institution is managed in a professional and responsible manner

The measurement of how well the goals have been achieved will be measured in two (2) ways: Outcome Measures and Mandated Practices. Most terms or phrases used in the Outcome Measures and Mandated Practices are defined in Department of Correction policies. An easy reference document with a selection of these definitions is provided with the Performance Evaluation instrument as well. Requests for clarification of terms should be made during the Pre-proposal Conference or should be requested in the form of a Written Comment during the Request for Proposal process. The State's written responses will become part of the final contract.

2.1.2. TYPES OF MEASURES

Outcome Measures: Outcome measures measure the results of the institution's operation. Outcome measures look at specific expected results within each major category.

Mandated Practices: Mandated practices are those areas of institution operation, which must be effectively accomplished in order to achieve the goal. These mandated practices are items, which are done on a continual basis and are regularly reviewed for compliance with policies, procedures, or other regulations.

2.1.3. SCORING

The scoring for the items in the performance evaluation instrument utilizes a deductive method. In this method, each institution starts with the same base score in each of the four categories of interest. Each institution may lose points if it does not meet baseline standards, *but* each institution may also gain points if they are in full compliance with the mandated items.

In the outcome measure section, points are deducted from the base score according to the severity of the institution's deficiency. The scores in these sections generally range from 0 to -4, with 0 assigned to the accepted range based on the average level of the three institutions' previous performance on a particular item and -4 assigned to extremely deficient performance on the item. On some items in this

section, an institution may score greater than –4 points. This range of scoring was reserved to the most serious items, such as events of escapes, riots, hostages being taken, homicides, and suicides.

In the mandated practices section, the institutions may be given additional points. The scores in this section are either 0 or 2, with 2 points awarded for items if an institution is in 100% compliance and 0 points awarded on those items if an institution is not in 100% compliance based on the latest annual inspection. The last category, Institution Administration, is the only exception. In this category, institutions are awarded 3 points for 100% compliance on each of the mandated items. This was done in an effort to standardize the percentage of total section points an institution may gain from its excellent performance on mandated items.

At the end of each category, points from the outcome measure section will be deducted from the base score and points from the mandated section will be added to the score. The resulting score will count for a specified percentage of the entire score.

Category	Value Percent
Security and Control	35 %
Inmate Care	30 %
Institutional Safety	20 %
Institution Administration	15 %
TOTAL:	100 %

This evaluation instrument will penalize institutions for poor (lower expected) performance but reward institutions for consistently superior performance on the day-to-day operation of their institution. In essence, this method of scoring takes into consideration that problematic events may occur even at the best run institutions, and this instrument seeks to recognize this fact in its attempt to balance the outcome measures and mandated items. A list of variables and the distribution of scoring of items is included with this appendix as Exhibit B. The scoring formula to be used is included as Exhibit C.

3. PERFORMANCE EVALUATION INFORMATION COLLECTION

The source of the information needed to document performance will be from the following primary sources:

- a) The 2003-2004 Annual Inspection Report
- b) Tennessee Department of Correction records
- c) Contractor records

- d) Tennessee Department of Correction and Contractor reports (weekly, monthly, and annual)

To ensure fairness during the Fiscal Year 2003/2004 Annual Inspection process, appropriate representatives of both the state and the contractor will participate on the inspection teams at all three institutions, which are involved in the comparison. The Select Oversight Committee on Corrections and the Office of the Comptroller will send a representative to monitor the proceedings. Detailed guidelines for the inspection process shall be drafted by the Department of Correction with assistance from representatives from the Select Oversight Committee on Correction and the contractor as soon as practicable after the awarding of the bid. The guidelines shall include the make up of the membership of the inspection team, the clarification of TDOC policy and terms used in the performance instrument, and the details of the inspection process. The office of the State Comptroller shall review these guidelines.

4. PERFORMANCE EVALUATION INFORMATION VALIDATION

The information supplied by the Department of Correction and the Contractor will primarily be verified from one of two sources:

- a) Fiscal Year 2003/2004 Annual Inspection
- b) TOMIS Reports

This validation method has been used in previous comparative evaluations. Reliability on this method will be increased with the use of both state and contractor representatives on the inspection teams that review all three institutions.

5. VALUE AND WEIGHTING OF PERFORMANCE MEASURES

Each of the four (4) Major Categories was given the aforementioned proportional value based upon the relative importance of that category in comparison with the others. These relative percentage values were arrived at through several discussions involving the SOCC director and consultant, select Department of Correction staff, and a representative for the Vanderbilt institute for Public Policy Studies.

6. CONDUCTING THE PERFORMANCE EVALUATION

TCA 41-24-105(d) states that the quality of services provided by the contractor and the state are to be compared by the Select Oversight Committee on Corrections.

The SOCC will use the performance criteria established in the Request for Proposal and included in the Contract. The Performance Evaluation instrument and Scoring instrument will be used for this purpose. The state and the contractor will supply any information deemed necessary by the Select Oversight Committee on Corrections to complete the performance portion of the comparative evaluation. The state and the contractor will each appoint one person who will serve as the contact person for the SOCC. Those appointed individuals will be responsible for gathering whatever information is required and transmitting it to the SOCC.

The performance evaluation will result in a numerical score for each institution in compliance with TCA 41-24-105(d). An average score for the two state institutions will be calculated to arrive at a single state numerical performance score. The state score will then be compared to the contractor score to determine if the statutory mandates established in TCA 41-24-105(c) have been met.

An opportunity will be given to both the State and the Contractor to present facts or evidence to clarify any misunderstandings and correct any perceived misrepresentations of facts and data. The final draft report will be given to both the State and the Contractor for comment before it is delivered to the Select Oversight Committee on Corrections. If either the State or the Contractor choose, they can submit a written response to the final report which will be included when the report is submitted to the SOCC.

7. COST COMPARISON

TCA 41-24-105(e) requires the Fiscal Review Committee to provide a prisoner per day cost for the State and the Contractor based upon cost measures set out in the Request for Proposal and the Contract. Those costs are to be used in the evaluation to determine if the Contractor is providing essentially the same quality of services as the state at a cost of five percent (5%) lower than the state, or if the Contractor is providing services superior in quality to those provided by the State at essentially the same cost pursuant to TCA 41-24-105(c).

The financial information to be compared will be for the Fiscal Year 2003/2004. This is necessary in order to comply with the statutory mandates which state that the comparison is to be made after the second year of the Contract, but before any renewal can occur at the end of the third year. The FY04 information would be the most current information available at the time of the comparison evaluation and will match the review period that will be used for the performance evaluation.

The institutions included in the Contract for comparison with the South Central Correctional Center (SCCC) are Northeast Correctional Complex (NECC) and Northwest Correctional Complex (NWCC). The two state operated institutions have been selected for previous comparisons because of the similarity in age of the

facilities, design of the facilities, and inmate populations. These two facilities continue to be the most comparable. Since the early institution comparisons were made, consolidation of state institutions resulted in other facilities being combined administratively with both NECC and NWCC. In order to restore a reasonable level of comparability, adjustments will be made for staff and operating costs.

The cost comparison will review the full costs of the Contractor with the full costs of the State's comparable facilities (NECC and NWCC). The costs attributable to the Contractor will include any costs of monitoring the Contract incurred by the State, which would not have been incurred by the State otherwise. In addition to monitoring costs, other adjustments and allocations will be made. The cost comparison will be for the period of July 1, 2003, through June 30, 2004.

Allocations will be based on the following:

- a) Divide Central Office or Overhead costs between activities involving residential prisoners and other activities based on direct expenditures for residential facilities versus direct expenditures for other activities to obtain a percentage of Central Office or Overhead expenditures applicable to residential facilities.
- b) Allocate the amount of Central Office or Overhead expenditures applicable to residential facilities based on the census for each residential facility to the total census for all residential facilities.
- c) Expenditures for revenue generating activities such as commissary, inmate labor, inmate telephones, inmates fines, recycling, and art and craft sales at institutions are to be included in facility expenditures and will be offset by total revenues collected.

Costs will be allocated to the South Central Correctional Center for:

- d) The pro rata costs of the Tennessee Offender Management Information System (TOMIS), which are applicable to the handling of information on prisoners assigned to the SCCC facility
- e) The amounts expended by the State for monitoring the Contractor's operations during the 2003/2004 fiscal year
- f) The amounts expended by the State for the benefit of the Contractor during the 2003/2004 fiscal year
- g) Any other amounts expended by the State (including any state agency) which would not have been expended by the State in the absence of the Contract

- h) State overhead items determined not to be applicable to SCCC will not be added to the Contract cost

Adjustments will be also made for:

- i) Year-end supply inventories
- j) Equipment items purchased for use in the facilities with a cost in excess of \$1,000 will be deducted from the total cost of operations for all facilities. Equipment purchased for use by the State's monitors at SCCC will not be deducted from the State's cost of operating SCCC
- k) Expenditures for the use of motor vehicles and motorized equipment purchased for use by NECC and NWCC will be reduced by the depreciation/replacement factor included in the reimbursement rate to the Department of General Services

The Fiscal Review Committee will further adjust the reported costs to ensure comparability in making the comparison of the relative costs of operating the facilities for the period of July 1, 2003 through June 30, 2004. This would include, but not be limited to the following:

- l) Any costs that appear to be made ahead of the time needed or are deferred to a subsequent period if, in the opinion of the committee staff, such costs are in an amount sufficient to materially affect the comparison
- m) The State's or the Contractor's costs for any program or functional areas which it determines to be not substantially comparable to the operations of the facilities being compared
- n) Any cost items not accounted for in a similar manner
- o) Necessary adjustments for population variance to include fixed and variable cost items for payroll and operational support expenditures
- p) The medical component of cost will be adjusted to equalize the costs of each facility due to the \$4,000 stop-loss provision for medical care in the Contract

Requests for clarification should be made during the Pre-proposal Conference or should be requested in the form of a Written Comment during the Request for Proposal process. The State's written responses will become part of the final Contract.

As required by the Contract, the Comptroller of the Treasury will review all accounting information submitted to Fiscal Review by the Department of Correction, and all accounting information provided by the Contractor to Fiscal Review is to be

analyzed by an independent accounting firm. The reports generated by those reviews will be utilized during the evaluation process.

The Fiscal Review Committee staff will calculate the State's and the Contractor's cost per inmate day. The final draft report will be given to both the State and Contractor for comment before it is delivered to the Fiscal Review Committee. If either the State or the Contractor chooses, they can submit a written response to the final report that will be included when the report is submitted to the Fiscal Review Committee.

**AMENDMENT ONE
TO CONTRACT FA-02-14865-00**

This **CONTRACT**, by and between the State of Tennessee, **DEPARTMENT OF CORRECTION**, hereinafter referred to as the State, and **CORRECTIONS CORPORATION OF TENNESSEE, INC. d/b/a CORRECTIONS CORPORATION OF AMERICA**, hereinafter referred to as the **CONTRACTOR**, is hereby amended as follows:

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

B. CONTRACT TERM:

B.1 Contract Term. This Contract shall be effective for the period commencing on March 1, 2002, and ending on June 30, 2007. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. Delete Section **C.1.** in its entirety and insert the following in its place:

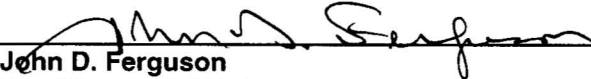
C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **ONE HUNDRED TWENTY SIX MILLION SEVEN HUNDRED SIXTY NINE THOUSAND SEVENTY DOLLARS (\$126,769,070.00)**. The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3 and Section A.4.aa.5. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

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

IN WITNESS WHEREOF:

CORRECTIONS CORPORATION OF TENNESSEE, INC.
d/b/a CORRECTIONS CORPORATION OF AMERICA



John D. Ferguson
President and Chief Executive Officer
Date 6/16/05


DEPARTMENT OF CORRECTION:



Quenton I. White, Commissioner
Date 6/21/05

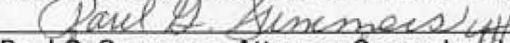
APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:



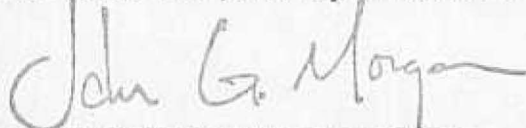
M. D. Goetz, Jr., Commissioner
Date JUN 28 2005

ATTORNEY GENERAL AND REPORTER:



Paul G. Summers, Attorney General and Reporter
Date 6/30/05

COMPTROLLER OF THE TREASURY:



John G. Morgan, Comptroller of the Treasury
Date 7/1/05