

FY 2025
CORRECTIONAL SERVICES CONTRACT

BETWEEN

GEO Group, Inc.
Lawton Correctional Facility
Lawton, Oklahoma

and the

STATE OF OKLAHOMA
DEPARTMENT OF CORRECTIONS

July 1, 2024 through June 30, 2025

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**CONTRACTUAL AGREEMENT
BETWEEN THE
STATE OF OKLAHOMA
DEPARTMENT OF CORRECTIONS
AND
GEO Group, Inc.**

THIS CONTRACT, dated as of the 1st day of July, 2024 by and between the GEO Group, Inc. (the Contractor) and the Oklahoma Department of Corrections (the "State").

WHEREAS, the Contractor is the Operator of a 2,388 bed adult male medium security correctional facility, Lawton Correctional and Rehabilitation Facility, located at Lawton, Oklahoma (the "Facility"); and

WHEREAS, the Contractor desires to provide the Facility for housing inmates of the State of Oklahoma and to provide for the operation and maintenance of the Facility; and successfully submitted a proposal duly accepted for negotiation by the State, and

WHEREAS, the State desires to acquire the right to house inmates in the Facility and provide for the Facility's operation in the manner contemplated hereby;

NOW, THEREFORE, in consideration of the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree to the following terms, conditions, and covenants:

ARTICLE 1 DEFINITIONS

ACA - means the American Correctional Association.

ACA Standards - means the Standards for Adult Correctional Institutions published by the American Correctional Association. (Fifth Edition, October 2019 , and as the standards may be modified, amended, or supplemented in the future).

Agreement/Contract - means this document, and its appendices, the Memorandum of Understanding, and the Operational Plan. This Agreement/Contract incorporates all the agreements, covenants and understandings agreed to between the parties. Agreement and contract may be used interchangeably.

Appropriate Housing – means that inmate housing may be in single or double occupancy cells or multiple occupancy units within the perimeter. Each facility will distinguish between general population beds, restrictive housing beds, and medical observation beds. Inmates assigned to general population or restrictive housing must be under the direct supervision of correctional security personnel. Inmates assigned to the medical unit must be under constant observation/supervision of a health care provider with regular and frequent correctional security staff observation. General population offenders may not be housed in medical observation simply for bed space. Intake and other temporary holding areas are not to be utilized as housing.

Authorized Representative - means any person or entity duly authorized and designated in writing to act for and on behalf of a party to this agreement or contract, which designation has been furnished to all the parties herein.

Board - means the Oklahoma Board of Corrections.

Contract - means this document and its appendices, the Memorandum of Understanding, and the Operational Plan incorporating all the agreements, covenants and understandings agreed to between the parties.

Contract Monitor - means the employee or employees of the Oklahoma Department of Corrections designated to monitor operation of the Facility for Contract compliance and to coordinate actions and communications between the Department, and the Contractor.

Contractor - means the private prison company awarded the Contract that manages and operates the Facility, as described in the Contract, the GEO Group, Inc.

Correctional Services - means those services set forth in this Contract.

Court Orders - means any existing or future orders or judgments issued by a court of competent jurisdiction or any existing or future stipulations, agreements, or plans entered into in connection with litigation which are applicable to the operation, management or maintenance of the facility or related to the care and custody of offenders at the facility.

Department - means the Oklahoma Department of Corrections.

Director - means the Director of the Oklahoma Department of Corrections.

Employee - means an employee of the Contractor or a sub-contractor working within the facility providing services under this Contract.

Facility - means the Lawton Correctional and Rehabilitation Facility (LCRF) located in Lawton, Oklahoma, a fully equipped and furnished medium custody adult male facility operated by the Contractor, including housing units, administrative offices and all other structures and improvements of whatever kind, including but not limited to all support buildings, roads, fences, and utility systems.

Facility Senior Level Management Personnel - includes Warden, Assistant Wardens and the employees that directly report to these positions other than clerical positions.

Fiscal Year - means each one-year period beginning on July 1 and ending on June 30, that is used for budgeting and appropriation purposes by the State.

Force Majeure - means the failure to perform any of the terms and conditions of this Contract resulting from acts of God.

Indigent Offender - an offender is considered indigent as defined in OP-120230.

Medical Monitor – means the employee or employees of the Department of Corrections designated to monitor operation of the facility for medical requirements and coordinate actions and communications between the Department's medical staff/unit and the contractor.

Maximum Security - means a security level that offers a high degree of physical restraint and detection as defined by DOC policy.

Medium Security - means a security level that offers a moderate to high degree of physical restraint and detection as defined by DOC policy.

Minimum Security - means a security level that offers a low to moderate degree of physical restraint and detection as defined by DOC policy.

Inmate – means any person assigned to and housed at the Facility by the Department: a person who has been sentenced to the custody of the Oklahoma Department of Corrections. The term Inmate also includes persons from other jurisdictions who are housed in the facility, pursuant to other Contractor agreements, but which are not covered under this Correctional Services Agreement. The Department and the Contractor understand that from time to time the Contractor may house inmates from another jurisdiction in the facility during the term of this contract. However, the State of Oklahoma and the Department of Corrections is not financially responsible for said inmates from any other jurisdiction and will not be billed by the Contractor in any manner for said inmates.

Inmate Day - means each day on which an inmate is housed at the Facility, including the first, but not the last day of incarceration as determined by the midnight count of each day.

Offender Management System/Inmate & Community Offender Network (OMS/ICON) – means the Oklahoma Department of Corrections computerized system or systems for maintaining inmate records.

Inmate Welfare Fund - means a special fund created for the benefit and general welfare of the inmate at the Facility.

Operating Standards - means applicable federal, state and local laws, codes, regulations, constitutional requirements, Court Orders, ACA, P.R.E.A. and local standards, those Department Policies, procedures, Regulations and Directives set forth in Appendix A or made applicable to the Contractor at a later date by written notice from the Department, and the Operational Plan as approved by the Department. If two or more Standards are in conflict, the more stringent shall apply, as determined in the sole discretion of the Department. If any provision of this Contract is more stringent than an applicable Standard(s), as determined in the sole discretion of the Department, the Contract provision shall govern.

Operational Plan - means the document that contains, in specific detail, policies and procedures with respect to the services to be performed and provided by the Contractor in carrying out the terms of this Contract in accordance with the Operating Standards.

Owner - means the entity that owns the Facility.

Payment - means the total Inmate Per Diem Rate costs for the Correctional Services Contract.

Per Diem Rate - shall mean the charge per inmate, per Inmate Day for Oklahoma DOC offenders pursuant to this agreement.

P.R.E.A.- Prisoner Rape Elimination Act.

Purchase Option Price - means the price for which the State may purchase the facility.

Service Commencement Date - means the date the first inmates are received at the facility.

State - means the State of Oklahoma, the Oklahoma Board of Corrections or the Department of Corrections, its authorized agents and employees. These terms may be used interchangeably.

ARTICLE 2 TERM OF THE CONTRACT

Section 2.1 **Type of Contract.** This contract is a state non-encumbered contract for the housing of state offenders in a private prison facility. No real property interest is created in the state by the terms or conditions, expressed or implied, of this contract.

Section 2.2 **Term of Agreement.** The term of this Contract is by agreement between the parties subject to the availability of funds appropriated by the legislature for such purpose as set out in Section 10.5 of this Contract; provided however that this Agreement shall not be construed to encumber state funds beyond the amount appropriated for such Fiscal Year. The parties agree to review and consider additional proposed revisions which may arise throughout the term of the contract. The parties hereto agree that the term of this contract is for a one-year term. This contract is renewable by mutual agreement of the parties. The term of this Contract is by agreement between the parties subject to the availability of funds annually appropriated by the legislature for such purpose as set out in Section 10.5 of this Contract; provided however that this Agreement shall not be construed to encumber state funds beyond the amount appropriated for such Fiscal Year.

Section 2.3 **Option to Purchase.** During the term of this Contract, the State shall have an option to purchase the facility by giving the current Owner at least one hundred and twenty days written notice of its intention to do so. The purchase price will be the fair market value as determined by the following independent appraisal process: After the option to purchase is exercised and the notice is given, each party shall select a professional licensed M.A.I. appraiser who will then select a third professional licensed appraiser to exercise their sole judgment. The State and the Owner hereby agree that the appraisers shall use the Replacement Cost Approach in determining Fair Market Value of the Facility. The state may revoke its option to purchase if the purchase price is not acceptable, or in the event the funds are not made available through appropriations, or other state methods of financing the purchase are unavailable. The Contractor shall secure necessary legal documents from the owner, if other than the Contractor, that recognizes the State's option to purchase under this section. The cost of such appraisal shall be shared equally by the parties. In the event the statutory provision requiring this provision is repealed, this section will become void.

Section 2.4 **Termination of Contract.**

- A. The Department may terminate this Contract whenever, for any reason, it determines that it is in its best interest to do so. The Department shall give the Contractor at least 180 days' notice to terminate. The agreement shall remain in effect during the notice period and offenders may be removed in stages, gradually reducing the number of inmates housed under this contract.
- B. Upon such notice to terminate or termination, neither party shall have any right to any general, special, incidental or any other damages whatsoever of any description or amount. The notice to terminate may be withdrawn or revoked at any time.
- C. If the current Owner sells the Facility, the new Owner shall take possession subject to the State's option to purchase and the terms of this contract.

**ARTICLE 3
OFFENDERS**

Section 3.1 **Inmate Housing.** The Contractor agrees to provide appropriate housing in accordance with the Operating Standards for 2,140 medium security inmates and 248 protective custody inmates, which number may increase or decrease, in which case the payment will be adjusted accordingly. The number of beds in this contract may be expanded by mutual consent of the parties with the per diem cost for additional beds to be negotiated. The 248-bed protective custody unit will comply with the provisions of the Department's policies OP-040203 entitled "Restrictive/Extended Restrictive Housing", OP-040204 entitled "Special Management Units", and OP-060106 entitled "Non-Associations and Protective Measures". All Offenders currently housed in the 238-bed Restrictive Housing Unit shall be removed from the Facility on or before July 15, 2024.

Section 3.2 **Housing of Inmates from Other Jurisdictions.** To the extent the Department does not utilize any portion of the beds referenced in 3.1 Inmate Housing, for a continuous period of thirty (30) days, the Contractor may make these beds available to another jurisdiction. The Contractor will give the Department written notice of such intent prior to housing another jurisdiction's offenders and the Department may, within five (5)

business days from receipt of such notice, reserve these beds for its use. If the Department, however, reserves these beds, it will have five (5) business days in which to house offenders in the reserved beds or relinquish the beds to the Contractor.

Section 3.3 **Assignment of Inmates.** Inmates will be assigned to and housed at the Facility by the Department as either a medium or minimum custody in accordance with the Department's classification and assignment procedures. The demographics of the facility will approximate the demographics of a comparable Department facility such as: racial balance, age, crime, medical condition, sentence, and behavior. In addition the following information will be supplied:

- (1) The inmates original field file will be sent containing the inmates institutional history and other necessary documentation,
- (2) The inmates medical record will be sent,
- (3) The amount contained in the inmates trust fund account with the funds to be forwarded by the Department to the Facility per DOC policy.

Section 3.4 **Transfers.** Inmates may be transferred from the Facility under the following circumstances:

- A. Classification changes, approved by the Department, to higher or lower security level;
- B. Medical or psychiatric transfers, as initiated by medical staff at the Facility, and agreed to by the director of Health Services and the contract monitor;
- C. Emergency transfers that involve insurrections or such other circumstances occurring at the Facility. Such transportation arrangements will be at the sole expense of Contractor and may be to another facility operated by Contractor subject to Department of Corrections' approval. Such transfers will not affect the per diem rate.
- D. The Contractor may request, in writing, that an offender be transferred from the Facility in accordance with Department procedures.

ARTICLE 4 FACILITY AND EQUIPMENT

Section 4.1 **Maintenance.** The Contractor shall maintain, at its expense, the physical structure of the Facility and all movable property and equipment contained therein. Contractor shall provide all maintenance, including a preventive maintenance program, which will maintain, preserve, and keep the physical structure, fixtures, and equipment in good repair, working order, and condition, subject to normal wear and tear. Contractor will meet all warranty and maintenance requirements. The State shall have the right to review the maintenance program and Contractor will comply with reasonable inspection recommendations.

Section 4.2 **Life Safety Codes.** The Contractor shall operate and maintain the Facility in a condition so as to comply with all applicable local and state fire and health codes, as well as compliance with Life Safety Codes, building and occupancy codes and in accordance with ACA and P.R.E.A. Standards. Copies of outside regulatory agency inspection results and corrective action plans will be submitted to the Department when submitted to the regulatory agency.

Section 4.3 **Facility Perishables/Supplies.** The Contractor shall furnish all Facility perishables or consumable supplies, including general hygiene items, office supplies and building support items.

Section 4.4 **Modification and Renovation.** All modifications and renovations performed by the Contractor shall be at the Contractor's expense, unless the parties agree otherwise. Any renovation or modification shall not affect the obligations and requirements under this Contract, nor alter the purpose of the facility as other than a medium security prison.

Section 4.5 **Meeting Areas.** The Contractor will provide adequate facilities for meetings and hearings with Department authorities, including the Pardon and Parole Board, and legal representatives of inmates. At the request and sole expense of the State, the Contractor shall provide telephonic or video access, as specified by the State for such hearings before the parole authority of the State.

Section 4.6 **Tobacco Free** The Contractor shall comply with the Department OP-150601 entitled "Tobacco Regulations".

ARTICLE 5 FACILITY OPERATIONS AND SERVICES

Section 5.1 **Operation.** The Contractor shall operate the Facility in accordance with this Contract and the Operating Standards. Any change in the normal operations plan shall be submitted and approved by the Department before implementing.

Section 5.2 **American Correctional Association Accreditation.** The Contractor shall maintain ACA accreditation of the Facility for the term of this Contract.

Section 5.3 **Safety and Emergency Procedures.** The Contractor will develop procedures, including housing of the inmates for beds lost, to provide for emergencies such as labor disputes, riots, fire, and natural disasters. Copies of the Contractor procedures will be provided to the Department.

Section 5.4 **Sanitation/Hygiene/Accommodations.** The Contractor will implement policies and procedures in conformity with the Operating Standards to ensure that the Contractor meets applicable sanitation, hygiene and health standards.

Section 5.5 **Telecommunications.** The Contractor shall provide telecommunication access to inmates. However, in no event shall inmates or the recipients of their call be required to pay more than inmates assigned to Department operated facilities. Contractors will install, maintain, and utilize telecommunication recording equipment for security purposes in regard to inmate telephone calls. The Contractor will retain telecommunication proceeds.

Section 5.6 **Health Services.** The Contractor will provide medical, mental health and dental services in accordance with Department of Corrections' medical standards, court orders, the Operating Standards and as set forth in Appendix B, Private Prison Medical/Mental Health/Dental Services. Internet access will be provided to appropriate personnel to enter medical information on Oklahoma inmates.

Section 5.7 **Medical Co-Payment Plan.** The Contractor shall institute a medical co-payment plan for inmates in accordance with applicable Department policy. Money received in connection with any medical co-payment plan shall be reported monthly, and will be retained by the Contractor for defraying medical expenses or for placement in the Inmate Welfare Fund.

Section 5.8 **Food Service.** The Contractor shall provide food service for all inmates in compliance with Operating Standards. At a minimum, the food service operation shall provide a meal schedule, special diets meeting medical or religious requirements, and three meals, two of which should be hot meals, served at regular times during each twenty four-hour period with no more than fourteen hours between the evening meal and breakfast. All menus and recipes must be approved by a licensed dietician in accordance with ACA Standards .

Section 5.9 **Inmate Property.** The Contractor will provide for maintenance of offender property in accordance with the Operating Standards. Inmate property lost or damaged when in control of the Contractor will remain the sole responsibility of the Contractor. Inmate may use the grievance process to seek reimbursement for any lost or damaged property. Contractor will use the department's inmate property matrix. The Facility is required to store inmate property that is allowed by the Department property policy, but which is disallowed by the Facility. Facility policy, which disallows Department authorized inmate property, must have the approval of the Department.

Section 5.10 **Laundry and Inmate Clothing.** The Contractor shall provide full time inmate laundry services and Inmate clothing in compliance with the Operating Standards. At a minimum, the Contractor shall furnish all Inmates with three sets of clothing. Contractor will provide clothing in a style, color, quantity, and quality as approved by the Department. The basic issue of clothing shall consist of three sets of clothing. An Inmate coming into the Facility will arrive with a basic issue of clothing suitable for the season of the year in which he arrives. Contractor will be required to replace clothing items as it wears out and to provide seasonal changes of clothing and special purpose clothing. Inmate leaving the Facility shall take a full basic issue of clothing, in good repair, appropriate for the season, with them when they leave.

Section 5.11 **Transportation**. The Contractor shall provide for all non-routine inmate transportation including transportation for court appearances and medical treatment. The Department shall normally provide for transportation of inmates upon initial assignment to or from the facility as provided by the Department's Central Transportation Unit.

Section 5.12 **Inmate Commissary**. The Contractor will provide a commissary for inmates that contain items similar to Department's facilities. The price shall be comparable to those set by Department. It shall be permissible to deny an inmate access to the commissary for disciplinary or medical reasons. Commissary items may be priced to cover the cost of inventory, taxes, commissary personnel, and commissary utilities. Facility commission shall not exceed 12%. Any funds remaining shall be paid into the Facility's Inmate Welfare Fund to be used for the benefit of the facility inmate population as a whole and reported quarterly to the Department.

Section 5.13 **Mail**. The Contractor shall handle and provide delivery of inmate mail and correspondence in accordance with OP-030117 entitled "Correspondence, Publications, and Audio/Video Media Guidelines" and the Operating Standards.

Section 5.14 **Religious Services**. The Contractor shall provide facilities for religious services and access to religious programs in accordance with OP-030112 entitled "Religious Services" and the Operating Standards.

Section 5.15 **Grievance and Misconduct Procedure**. Inmates will be afforded access to a reasonable, impartial and non-discriminatory grievance and misconduct procedures in compliance with applicable ACA standards including a final level of appeal to the state designee on state forms in timely compliance with state procedures. The Department's inmate disciplinary policy shall be used. Disciplinary actions that affect sentence length or loss of credits must be approved by the Contract Monitor.

A. The State is responsible to respond to grievances and appeals on matters occurring during the inmates incarceration prior to and up to the actual transfer of the inmate to the Facility, including such issues as: reasons for the transfer; transfer of personal

property until custody is relinquished to the Facility; uses of force to require transfer; and trust fund.

- B. The Facility is responsible to respond to grievances and appeals on matters occurring during the inmates incarceration in the Facility except sentence administration issues and classification to lower or higher security status in accordance with DOC procedures.
- C. The Department will provide training to Facility employees regarding the handling and processing of inmate grievances and disciplinary appeals, as agreed between the parties. The Department may charge the Facility for the costs of training, including the costs of transportation and employee wages to conduct the training.

Section 5.16 **Security and Control.** The Contractor shall provide adequate security with respect to the inmates in accordance with the Operating Standards.

- A. The security level of the Facility will be medium at all times. Contractor shall provide security and control in accordance with the Operating Standards. All inmate program activities shall take place within the Facility or on Facility grounds. No inmate shall leave the Facility except under security escort in accordance with the Operating Standards.
- B. The Facility shall train its employees and respond to any incidents occurring within the Facility. Local law enforcement agencies shall be advised of all serious/reportable incidents or emergencies in a timely manner. The Contractor will be responsible for all such incidents or emergencies and shall enter into additional agreements with other law enforcement agencies or the state for assistance whenever there is a threat to public safety or inmate safety.
- C. The Contractor shall bear all reasonable costs requiring the assistance of local law enforcement agencies, state law enforcement agencies, or the Department as agreed between the parties and as required by law.

Section 5.17 **Escapes.**

- A. Contractor shall exercise its best efforts to prevent escapes from the Facility. Contractor shall immediately notify local law enforcement agencies and the Contract Monitor upon discovery of an unauthorized absence or escape. Contractor shall be responsible for all reasonable expenses incurred by the State for returning inmates captured within the State, including any overtime expenses of its or other agency staff. The Department shall be responsible for returning escapees to Oklahoma from other jurisdictions, but shall be reimbursed by the Contractor for any expenses associated with the escapee's return, including transportation and all other legal costs and expenses. (See 57 O.S. 561(N) (2) & 563.2(H))
- B. The Contractor shall bear all reasonable costs requiring the assistance of local law enforcement agencies, state law enforcement agencies, or the Department as agreed between the parties or required by law.

Section 5.18 **Use of Force; Notification.** Reasonable force may be used as required and as authorized by the Operating Standards and pursuant to applicable Department procedures, OP-050108 entitled "Use of Force Standards and Reportable Incidents".

- A. The Contractor will comply with Department policy regarding use of force standards and serious/reportable incidents reporting, to include allowing the Department to view video recordings of all serious/reportable incidents and uses for force which occur at the facility. The Department may retain use of force video recordings. The Contractor will maintain a copy of the video recording for a period of at least two (2) years from the date of the incident.
- B. The Contractor will notify the Contract Monitor, Administrator, or Chief Administrator of Community Corrections and Contract Services during normal business hours immediately by telephone of all reportable incidents and e-mail copies of all reports with applicable DOC policy prepared in accordance with DOC policy and Agency directives, to the Contract Monitor and Private Prisons Administration office on the forms provided. After business hours, the Private Prisons Duty Officer will receive the notice and reports

required. Time is of the essence with regard to the notifications required for reportable incidents and escapes; therefore, they must be reported immediately.

- C. The Contractor shall establish a serious/reportable incidents report log that shall reflect every serious/reportable incidents report number, incident date and a brief summary of the contents of the incident reports. A copy of the incident log will be provided to the Contract Monitor monthly. The Contract Monitor will have access to all investigative reports in regards to reportable incidents.
- D. The Contractor will ensure that the level of occurrence for reportable incidents remains at, or below the average rate of occurrence at Departmental and other contract facilities of the same security level as reviewed over a six (6) month time period.
- E. If after action reviews conducted by the Department and the Contractor following a major disturbance provide different conclusions regarding the cause of the incident or are inconclusive, the Department may have a 3rd party investigator provide his/her professional opinion regarding the cause of the incident. The GEO Group and the Department shall mutually agree upon the 3rd party investigator. If the parties are unable to mutually agree upon the 3rd party investigator, each party shall appoint a representative and the representatives of each party shall agree upon the 3rd party investigator. The cost of the 3rd party investigator shall be shared equally between the parties.

Section 5.19 **Operational Plans.** The Contractor shall provide the Department, for Department's written approval, an Operational Plans that covers the full range of Facility operations including, but not limited to the following:

- A. A policy and operations manual which shall cover (1) all aspects of Facility operations, (2) procedures that will be utilized to facilitate monitoring of the Facility on an annual basis, (3) continuous self-monitoring by Facility staff, (4) procedures for assumption of operations by the Department in the event of Contractor's bankruptcy or inability to perform its duties hereunder; (5) an emergency procedures/security manual for confidential use by the staff supervisors of the Contractor ; (6) post orders for all Facility

security staff positions; (7) master roster or shift rosters of all security posts; and (8) movement schedules of facility.

- B. The Contractor shall notify the Department in writing of desired changes in, or additions to, the Operational Plan with regard to the Contractor's policies and procedures, emergency procedures/security manual, and post orders. The Department will review the changes and return it to the Contractor within 30 days of receipt. Emergency requests may be approved verbally upon request or receipt. No such changes shall be implemented prior to the Contractor's receipt of written approval from the Department which approval shall not be unreasonably withheld. Contractor non-compliance with the Operational Plan may be regarded as a material breach of this Contract.
- C. The Department will provide a complete copy of the policy and operations manual for the Contractor at <https://oklahoma.gov/doc/organization/quality-assurance/auditing-and-compliance/policies-and-procedures.html>

Section 5.20 **Visitation**. The Contractor shall comply with Department OP-030118 entitled "Visitation".

Section 5.21 **Access to Courts**. The Contractor shall provide inmates access to courts in accordance with Departmental policy and the guidance of Lewis v. Casey v. 518 U.S. 343, 116 S.Ct. 2174, 135 L.Ed.2d 606.

- A. The Contractor will make available to all inmates the legal materials and current updates as required by Department procedure OP-030115, "Attachment A." Materials may be maintained in paper or digital format. The parties hereto may enter into a separate agreement for the Department to furnish materials to Contractor in a digital format, or may execute an addendum to this agreement for such materials at a later date.
- B. In the event an inmate requires materials which are not listed in OP-030115, said inmate will be allowed to complete a Request for Legal Materials, OP-030115, DOC Form 030115B. Said form shall be submitted to the Office of the General Counsel. Any legal materials requested by the inmate must relate directly to conditions of confinement

or the offender's conviction. The Department will e-mail the decisions to an address provided by the Contractor in response to requests received from the Contractor within three working days of receipt. The Contractor's requests should be delivered to the Office of General Counsel for the Department of Corrections. The Contractor will provide a contact e-mail or fax number to the Department's Office of the General Counsel.

Section 5.22 **Sentence Computation Data.** The Department shall provide the Contractor with essential data and information relating to sentence computations in accordance with Oklahoma law, the inmates Judgment and Sentence, and the applicable Department's policy and procedures for inmates assigned to the Facility. The Contractor shall record and accurately compute each inmates time of confinement in accordance with such law and procedures including, but not limited to, all earned credits and discharge dates and will forward such information to the Department; provided that the final decisions with respect to sentence computation rests with the Department. All inmates shall be released on the correct release date. If an errant release does occur the contractor may request a waiver to liquidated damages if the errant release was not caused by inattention. The agency may waive all or part of the liquidated damages. All private prison releases from custody are to be approved by the Department's Sentence Administration unit. This is only an administrative responsibility and the State will continue to have all legal responsibility for final determination of earned credits and discharge dates. Nothing herein will be construed to abrogate the duty of the State in this regard. The Department will provide training to the Contractor with regard to the administration of sentences. The Department may charge the Contractor for such training, to include the wages and transportation costs for training staff.

Section 5.23 **Classification and Case Management.** The Contractor shall provide intake, orientation, and release services in accordance with the Operating Standards. Contractor shall provide classification services in accordance with applicable Department policy. Contractor may not make any change in an Inmates custody level, but may recommend custody level change to the Department for approval. It is reasonable to expect that each private facility will prepare those inmates that will discharge for the facility directly to the street. Within 180 days of release, case managers will assist the inmate in obtaining

identification required for obtaining employment, ensure that the inmate has housing arranged for his/her release, is knowledgeable about medical appointments they may have after release and where to seek medical attention as well as assisting in other prerelease preparatory activities.

Section 5.24 **Offender Records and Reports.**

- A. Facility will maintain inmate records at their sole expense in accordance with applicable Department record keeping practices and procedures and shall adhere to federal, state, and local laws governing confidentiality – including, but not limited to, 43A O.S. § 1-109, the Health Insurance Portability and Accountability Act (HIPAA) and regulations, 42 CFR Part 2 (Confidentiality of Substance Use Disorder Patient Records) and Inmate & Community Offender Network (ICON). Upon request, all records, reports, and documents will be made available immediately to the Contract Monitor for review. Due to inmate field files and other Department records in Facility possession often containing information, or references to information, that is confidential under state and federal law, all requests for Department records made by parties other than the Department shall be denied, and the party should be referred to the Department's General Counsel. Furthermore, Facility shall immediately notify Department's General Counsel upon its receipt of a court order or subpoena requiring production of Department records, in order to allow Department to seek protection from the subpoena, if necessary. Upon termination of confinement at the Facility, the Contractor will forward a complete copy of the inmate's records, including the inmate's institutional field file, to the Department.
- B. The Contractor will ensure a case manager/counselor maintains individual inmate files documenting each inmate program goals, employment, earned credits, disciplinary records, programmatic involvement, and any other significant events.
- C. The Contractor shall provide a report each Monday by 9:00 a.m. to the Contract Monitor a listing of offenders housed in restrictive housing to include: the inmate's name, number, status, and date placed in restrictive housing. The Contractor will submit a

monthly report by the 5th day of the month to the Contract Monitor, which will include a narrative of facility highlights, reportable incidents, and other significant issues.

Section 5.25 **Inmate Activity.**

A minimum of eighty percent (80%) of eligible inmates (ineligible inmates are those who are ill, unable to work due to age or handicap, or are in restrictive housing) shall be productively occupied outside of their living quarters for at least thirty hours per week in work, educational, vocational, or habilitative programs excluding meal times, count times, and routine institutional functions. Inmate earned credit levels will not be affected by the lack of available jobs or programs. The Contractor shall comply with Department policies on inmate housing, programs, and jobs. Non-compliance with this section shall be subject to section 10.3.

Section 5.26 **Offender Work.**

- A. The Contractor shall establish inmate work programs in accordance with this Contract, Department policy, and state and federal law. Inmates will be appropriately trained prior to assuming job duties. The Contractor will provide upon request all training documented by the job supervisor and retained in the inmates file by completion of OP-100401, Attachment D.
- B. Inmate labor may be used for Facility operations and maintenance to the same extent offender labor is utilized in Department facilities. However, neither the Contractor nor any of their employees shall personally benefit from the labor of inmates, nor shall any inmate ever be placed in a position of authority over another inmate.
- C. Inmates will be paid wages by the Contractor for work performed in accordance with applicable Department policy. The Contractor will transmit monthly, inmate wages as mandatory savings to the Department, including wages earned in private industry enhancement programs if applicable, in accordance with OP-120230 entitled "Offender Banking System" and O.S. 57 § 549.

Section 5.27 **Academic, Vocational, and Counseling Services.**

- A. The Contractor shall provide academic programming and vocational training in accordance with the Oklahoma Inmate Literacy Act, 57 O.S. § 510.5 et seq., and Public Law 101-476, and Department of Corrections Standards. Educational and Vocational Program Standards are specified in Appendix A-1.
- B. Academic and vocational training programs must be initiated upon the Services Commencement Date, maintained continuously and certified by the appropriate accrediting agency within 12 months of the services commencement date of this Contract. Academic and vocational training programs must be designed to enhance employment opportunities for the inmates after discharge. All vocational programs provided by the Contractor are required to be licensed by the Oklahoma Board of Private Vocational Schools in accordance with applicable law, excluding those provided by the Oklahoma Department of Vocational and Technical Education.

Section 5.28 **Recreation.**

The Contractor shall provide facilities, equipment and supplies for indoor and outdoor recreational and leisure time programs in accordance with the Operating Standards.

Section 5.29 **General Library.**

The Contractor shall provide and manage a general library for the benefit of offenders in accordance with Operating Standards.

Section 5.30 **Inmate Trust Fund.**

The Facility will maintain an inmate trust fund in accordance with applicable Department policy. All inmate earnings, including those from an approved PIE program, and personal receipts will be placed in a trust fund to be used solely by that inmate. Mandatory savings will be apportioned to each inmate's mandatory savings account in accordance with OP-120230 entitled "Offender Banking System" and O.S. 57 § 549.

Any balance remaining when the inmates is returned to the Department will be forwarded for credit to the inmates trust account according to DOC policy. General accepted accounting procedures will be followed in managing this account.

Section 5.31 **Inmate Pay.**

Inmates shall receive pay according to the rate of compensation and within 1% of the distribution of pay grades as specified in DOC policy based on offender activity as defined in Section 5.25, excluding PIE program participants. Funds for institutional workers and program participant's pay shall be included in the per diem. Funds for correctional industry workers pay shall come from revenue generated by those programs.

Section 5.32 **Indigent Inmates.**

Contractor shall provide for hygiene needs of indigent inmates in accordance with the Operating Standards.

Section 5.33 **Inmate Crafts.**

Inmates may dispose of the products of their labor in accordance with the Operating Standards.

Section 5.34 **Drug Testing.**

All inmates shall undergo routine, random, and suspect drug and alcohol testing. A summary of the results will be furnished to the Contract Monitor, according to State policy. Suspect drug and alcohol testing shall be in addition to the random testing. Facilities that show a random drug test positive rate of 10% or greater for three consecutive testing periods will be required to prepare a detailed, Department approved interdiction plan which includes a 100% testing of the facility's inmate population.

Section 5.35 **Other Services.**

If the Contractor provides other services and programs, they must comply with the Operating Standards.

Section 5.36 **Death of Inmate.**

- A. The Contractor will complete any medical examination required by the State law or policy; report immediately to the Department the death of any offender; furnish all information requested by the Department, the State or Oklahoma State Bureau of Investigation and the State Medical Examiner's Office; follow the policy and procedures of the Department with regard to disposition of the body; and the Facility will notify the relatives of the deceased inmate, if any, as soon as practicable thereafter.
- B. The provisions of this section will not affect the liability of any relative or other legally liable person for the disposition of the deceased or for any expenses therewith.
- C. The Department, at its expense, may obtain the deceased inmate for burial at a Department facility, or arrange for burial and all matters incident thereto.
- D. The Contractor will forward to the Department a certified copy of the death certificate and the inmate's file and medical records.

Section 5.37 **Inmate Programs.**

All programs will be approved by the Department Programs Administrator and Contract Monitor in accordance with OP-090101 entitled "Standards for Inmate Programs".

Section 5.38 **Escorted Leave.**

The inmate escorted leave program, OP-031001 entitled "Inmate Escorted Leave/Activities", allows inmate limited access to the community for specific reasons while accompanied by correctional personnel. The Department considers the escorted leave opportunity to be a critical consideration as it pertains to health care. The Contractor will comply with the Department policy with the exception that all denied inmate requests for health leave will be submitted after the facility head review to the medical Contract Monitor.

Section 5.39 **Systems of Incarceration.**

The Contractor shall participate in and abide by the Department's policy OP-060107 entitled "Systems of Incarceration" with exceptions as agreed to between the parties and described in Appendix F.

Section 5.40 **Sexual Abuse.**

The Contractor shall adopt and apply all ACA, DOC, and P.R.E.A. standards related to the Prison Rape Elimination Act (P.R.E.A.) of 2003. The Contractor shall maintain compliance with the P.R.E.A. standards and undergo P.R.E.A. Audits every three years as required by P.R.E.A. Standard 115.93.

**ARTICLE 6
CONTRACTOR'S EMPLOYEES**

Section 6.1 **Independent Contractor Status.**

The Contractor is associated with the State only for the purposes and to the extent set forth in this Contract and, the Contractor is and shall be an independent contractor and, subject to the terms of this Contract, shall have the sole right to manage, control, operate and direct the performance of its duties under this Contract. The Contractor's agents, employees and sub-contractors 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. The Contractor and their agents and employees shall not be considered agents or employees of the State, nor shall agents or employees of the State be considered agents or employees of the Contractor. It shall be the Contractor's responsibility to ensure that it complies with all Internal Revenue Service regulations so as to qualify for Independent Contractor status.

Section 6.2 **Personnel.**

A. The Contractor shall provide qualified personnel to deliver twenty-four hour care and supervision to incarcerated individuals, as well as administrative, treatment, and support service personnel for the overall operation of the Facility according to its staffing pattern hereto approved by the Department and set out in Appendix E hereto. No reduction of the staffing pattern shall be permitted that may materially affect the services provided by the facility as contracted or which affects the per diem rate. The approved Facility Staffing Plan levels must be continuously maintained through the use of full-time, part-time, over-time or contract labor. It is understood that the Department will be notified of any correction officer series position that is not filled within 45 days by a full time employee (FTE) or Contract Employee and informed of the Facility's plan to ensure that services associated with the position in question are supplied. If a replacement employee associated with a vacant position is not hired within forty-five (45) days from the date the position becomes vacant, then penalties equal to the salary and benefits for that position may be withheld from the monthly revenue payment from the forty-sixth day of vacancy until the date that the position is filled. Overtime of other staff may not be utilized to fill the vacancy for longer than forty-five days. It is understood that the Department will be notified of any other position that is not filled within sixty (60) days by a full time employee (FTE) or Contract Employee and informed of the Facility's plan to insure that services associated with the position in question are supplied. If a replacement employee associated with a vacant position is not hired within the timeframes above from the date the position becomes vacant, then penalties equal to the salary and benefits for that position may be withheld from the monthly revenue payment from the sixty-first day of vacancy until the date that the position is filled. Overtime of other staff may not be utilized to fill the vacancy for longer than sixty days. For purposes of this section, positions are considered filled when an incumbent begins Pre-Service training or Orientation, whichever occurs first. It is understood that the approved Staffing Plan as set out in Appendix E is based upon the Facility census of 2,388 offenders. If ADP of less than 2,388 offenders exists for 30 days or more then the Contractor may submit an amended staffing plan for State approval. As agreed between the parties, when the Facility average daily population falls below 2,162 the

DOC will suspend enforcement of this section of the Contract until the Facility population is at or above 2,162 offenders for a period of 60 days. During any periods of suspension the Contractor will increase personnel vacancy reporting to weekly from monthly. The Contractor must adhere to Appendix E. If the vacancy rate for any month falls below 80%, the Contractor will be assessed penalties accordingly.

B. On conditional employment at the Facility, all applicants shall be subjected to a thorough background check, in conformance with applicable laws. The background checks shall also be conducted on any subcontractor's or subcontractor's employee before that employee commences work at the facility who is allowed unescorted access within the secured perimeter of the facility. Employees permitted to use firearms shall comply with 57 O.S. 561, 0. As part of the background check, the applicant will be required to answer the following questions and the facility head must consider all affirmative responses prior to offering employment:

1. Have you ever been convicted of a felony?
2. Have you ever been convicted of a misdemeanor which involved the use or attempted use of physical force, or threatened use of a deadly weapon towards any current or former spouse or child of whom you are the parent or guardian, or person with whom you are or have co-habitated or share a child in common?
3. Have you ever been arrested, charged, or convicted of any offense (including traffic) which involved the illegal use of drugs or alcohol?
4. Have you ever been arrested, charged, or convicted of any offense involving domestic violence?
5. Have you ever engaged or been subject of an investigation involving sexual abuse in an institutional setting.
6. Have you ever been arrested for an offense involving sexual abuse/activity involving force, threat of force/coercion?
7. Have you ever been civilly or administratively adjudicated in regard to a sexual abuse/activity?
8. Have you ever been alleged to or involved in any sexual harassment incidents?
9. Do you currently engage in any illegal drug usage? If yes, explain.

- C. Part-time employees may be used that are fully trained and licensed, however, the use of temporary part-time staff in security supervisory positions is forbidden for more than 60 days.
- D. The Contractor will submit a policy consistent with the Department's gender specific employment practices for the Department's approval.

Section 6.3 **Employee Qualifications.**

Contractor's employment positions shall have the same minimum qualifications or requirements as in comparable Office of Personnel Management positions for the Department. The Contractor shall submit a report monthly to the Contract Monitor that certifies that all personnel employed by the Facility comply with this section of the Contract and that all new personnel have a complete background investigation in accordance with Section 6.2. Before appointment, the Contractor will submit to the Department the qualifications of senior level management personnel for certification of qualifications. Such certification shall not be unreasonably withheld. This includes the warden, deputy/assistant wardens and all direct reports to these positions.

Section 6.4 **Training.**

The Contractor shall provide orientation and in-service training programs for all employees in accordance with the Operating Standards. Contractor shall administer a training curriculum which complies with ACA Standards and State Statutes. Contractor shall provide documentation to the Contract Monitor of all employee training on a monthly basis. The Contract Monitor shall be permitted to review training curricula and other training related records and to audit training classes at any time. Firearms training will be in accordance with state law.

Section 6.5 **Employee Records.**

The Contractor shall maintain a personnel file for each employee that contains records of the background investigation, dates of employment, training, performance appraisals

conducted at least annually, disciplinary actions, accommodations, licensure and certificates for professional employees, and related records. Personnel files shall be accessible to the Department upon request. The Contractor shall notify the Department of employee disciplinary actions arising from security concerns, conduct implicating moral issues or conduct involving interacting with offenders and in cases where staff are terminated or resign during or in lieu of an investigation. Privacy and confidential rights will be strictly followed as allowed by law.

ARTICLE 7 COMPENSATION AND ADJUSTMENTS

Section 7.1 Management Payment.

- A. As services are rendered and amounts become billable, the Department will pay a per diem of \$54.00 for medium security beds and \$59.00 for protective custody beds at the Lawton Correctional Facility.
- B. The Contractor shall submit an invoice in arrears on or before the fifth day of each month following the month for which the invoice is submitted. Payment shall be made within thirty days of receipt of invoice by the State. The maximum amount paid for any fiscal year will not exceed \$47,520,080 (which maximum amount shall be adjusted annually by the same percentage as the base per diem rate is adjusted pursuant to the terms of Section 7.2., below), excluding additional contracted services. The State will not pay for any unused beds.
- C. The per diem payments herein shall be adjusted as legislative funding is made available.

Section 7.2 Annual Management Per Diem Adjustment.

For the next annual period ending June 30, 2025, the Contractor may receive an increase in the current per diems, subject to direct legislative appropriations explicitly made for the purpose of funding private prison per diem increases. Such increase will be paid during the then-current annual fiscal year for which the appropriation was made.

Section 7.3 **Invoicing.**

- A. The Contractor shall invoice the Department for Offender Days in an electronic form acceptable to the Department by the fifth of each calendar month. The Department shall pay invoices 30 days from receipt of a properly completed invoice. Any invoice unpaid more than 45 days after proper receipt of invoice shall accrue interest at the interest rate allowed by statute.
- B. If Contractor receives payments from any other source for services it is to perform under this Contract, the Department may withhold a comparable amount from funds due the Contractor, unless the Director determines that the funds are to be used to provide enhanced or innovative services not contemplated by this Contract.

Section 7.4 **Invoice Disputes.**

If the amount to be paid is disputed by the Department, then the Department, on or before the date the invoice is to be paid, shall advise Contractor of the basis for the dispute and request documented justification and may pay the amount of the invoice which is not in dispute. Failure of the Contractor to submit required information will result in withholding the Payment reimbursement until such time as the information is received and reviewed by the Private Prisons Administration Business Office. If the parties cannot resolve the dispute within thirty days of such notice, either party may request mediation pursuant to the State Mediation Act, unless the dispute is considered a material breach in which remedies provided herein shall control.

Section 7.5 **Additional or Change of Services.**

The parties recognize that each has entered into this Contract setting forth the correctional services as agreed as of the effective date of this Contract. Therefore, should a) the Department increase or decrease the Correctional Services required, or b) the Contractor desires to reduce the services it is to provide, or c) if changes in the Operating Standards necessitate change in the scope of services furnished hereunder, either party may request a change in the per diem rate. The party desiring such change shall provide reasonable

notice, in writing, and documentation supporting the requested compensation adjustment to the other party. Once notified, the receiving party shall advise whether or not it agrees to the adjustment. If the parties cannot agree within thirty days of such notice, no adjustment will be made and the original per diem rate will remain in effect and the scope of the contract will likewise remain as originally contracted, however, the parties may continue their negotiation.

Section 7.6 **Taxes.** Contractor shall be responsible to pay all local, state and federal taxes, or payments in lieu of taxes with respect to the operation of the Facility.

Section 7.7 **Utilities.** Contractor shall pay all utility charges and costs.

ARTICLE 8 INSURANCE AND INDEMNIFICATION

Section 8.1 Indemnification.

A. The Contractor shall defend in any action at law, indemnify and hold the State, its officials, agents, and employees harmless against:

1. Any and all claims arising from the provisions of this Contract, including, without limitation, any and all claims arising from:
 - a. any breach or default on the part of the Contractor in the performance of the Agreement;
 - b. any claims or losses for services rendered by the Contractor, by any person or firm performing or supplying services, materials or supplies in connection with the performance of the Contract
 - c. any claims or losses to any person, including inmates, injured or property damaged from the acts or omissions of the Contractor, its officers, agents, or employees in the performance of this Agreement by the Contractor;
 - d. any claims or losses by any person or firm injured or damaged by the Contractor, its trustees, officers, agents, or employees by the publication, translation, reproduction, delivery, performance, use or disposition of any data processed

- under the Agreement in a manner not authorized by the Agreement, or by federal, state, county, or town regulations or statutes;
- e. any failure by the Contractor, its officers, agent, or employees to observe the Constitution or laws of the United States, and the State of Oklahoma; and
 2. All costs, reasonable attorney's fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon.
 3. Indemnification shall not be applicable to any claim, injury, death, or damage to property arising out of any act or omission on the part of the state, its officials, agents, servants, or independent contractors (other than the Contractor) who are directly responsible to the State.
 4. In case any action or proceeding is brought against the State by reason of any indemnified claim, the Contractor, upon notice from the state, shall defend against such action with permission by the Attorney General's Office by counsel selected by the Contractor satisfactory to the state. Said counsel will not enter into any settlement contract with respect to any claim which may affect the State's operation or budget without first obtaining approval of the State.
 5. The parties may cooperate in defending claims filed against any of them jointly provided no conflict of interest exists and the possibility of joint liability is alleged. The settlement of any claim shall require the written consent of the State, Department, or Board of Corrections, as the case may be, which consent shall not be unreasonably withheld. No such settlement shall be effective without such consent.
 6. In defending the State, its officials, agents, and employees, the Contractor shall advise and consult with the DOC General Counsel's Office and with the Oklahoma Attorney General's Office which may, in its discretion, enter any legal proceeding on behalf of the State, its officials, agents, or employees.
 7. Indemnification by the Contractor shall not preclude an indemnified party from receiving the benefits of any insurance the Contractor may carry that provides indemnification for any loss, liability, or expense related to the Contracts.
 8. The parties may cooperate in defending claims filed against any of them jointly provided no conflict of interest exists and the possibility of joint liability is alleged.

The settlement of any claim shall require the written consent of the State, the Department, or the Board of Corrections, as the case may be, which consent shall not be unreasonably withheld. No such settlement shall be effective without such consent.

- B. The right to indemnification will be in addition to, and not in lieu of, any remedy otherwise available to the State, the Board of Corrections, and the Department. Any indemnification obligation is not diminished or limited in any way by the total limits of insurance required to be held by the Contractor. Indemnification of the State, Department, or Board shall not be construed to deny the State, the Board, or the Department of any of the benefits of any law that limits exposure to liability or damages and the State, the Board, and the Department do not waive any immunity otherwise extended by law by becoming a named insured or loss payee.
- C. In the event that the State, Board, or Department is not fully indemnified as required, in addition to any other remedies available to the State, Board, and Department by law or this Contract, the State, Board, or Department may set off against any monies owed or accrued to the Contractor an amount of equal to any liability amount not indemnified by the Contractor or the state can otherwise claim the same as damages.
- D. By entering into the Contract, neither the State nor the Contractor waives any immunity defenses, which may be extended to them by operation of law, including limitations on the amount of damages which may be awarded or paid.
- E. Regarding individual inmates, the State shall remain solely responsible for any losses or costs resulting from litigation relating to events which occurred prior to the assignment of any offender to the Contractor. The Contractor agrees to cooperate with the State in the defense of these suits and to provide its own reasonable legal assistance. The State will defend any postconviction action or appeals, including habeas corpus actions challenging the judgment and sentence imposed.
- F. Without waiving any defense or immunity, and subject to the Oklahoma Governmental Tort Claims Act, the State of Oklahoma agrees to bear all expenses, fines, judgments,

and costs, which may arise from any acts or omissions of its officials or employees in connection with this Agreement.

Section 8.2 **Insurance.**

The Contractor shall continuously maintain and pay for such insurance as will protect the Contractor, the State, the Department, the Board and their officers, agents and employees from:

- A. All claims, including death and claims based on violations of civil rights, arising from the services performed under the Contract.
- B. Actions by a third party against the Contractor as a result of this Contract.

Section 8.3 **Types of Insurance.**

Prior to the Contract Execution Date, the Contractor shall provide insurance policies and endorsements, in a form and for terms satisfactory to the State, evidencing occurrence based insurance coverage of the following types, for the following purposes and in the following amounts:

- A. Workmen's compensation insurance or self-funded coverage approved by the State Worker's Compensation Board with coverage limit of \$1,000,000 for each accident or disease per employee, with a \$5,000,000 annual aggregate.
- B. Comprehensive General Liability, Civil Rights Violation Liability, and Medical Malpractice/Professional Liability Coverage in an amount not less than \$1,000,000 for each occurrence with an annual aggregate \$2,000,000 with a total umbrella liability of \$5,000,000. Coverage must include civil rights violations, which will include all claims brought by any persons based in whole or in part on any alleged violation of the United States or Oklahoma Constitutions, statutes, or regulations, including but not limited to, suits brought pursuant to 42 U.S.C. §1983. Coverage shall include medical and professional liability for employed nurses, doctors, attorneys, counselors, psychologists and/or social workers with a \$1,000,000 per occurrence with a \$1,000,000 professional

aggregate. Coverage shall also include unlimited defense coverage, including attorney fees and costs, in addition to the limits of liability. Professionals working under contract to Contractor shall carry insurance providing the same coverage and in like amounts, if they are not covered by Contractor's policy. A products/completed operations coverage with an annual aggregate of \$1,000,000.

- C. Automobile and other vehicle liability insurance in an amount not less than \$1,000,000 per accident or occurrence.
- D. Business interruption insurance in the amount of \$7,000,000 as agreed by the parties.
- E. Fire, with Uniform Standard Extended Coverage, Endorsement, including damage, destruction hazard insurance, vandalism and malicious mischief, and riot and insurrection insurance in a coverage amount equal to the replacement value of the Facility.

Section 8.4 **Insurance Services.**

- A. All insurance policies required under this Contract must name the State as an additional insured or loss payee and entitled to all notices under the policies.
- B. All policies and certificates of insurance shall contain the following provision:

"The coverage provided shall not be canceled, reduced, or allowed to lapse unless and until the State has received at least ten days written notice."
- C. At least thirty days before each policy anniversary date, the Contractor shall provide the Department with renewal information and any changes in coverage.

ARTICLE 9 CONTRACT COMPLIANCE

Section 9.1 Contract Monitor.

- A. The Contractor shall be responsible for providing office space and equipment/furnishings for the Contract Monitor in close proximity to other administrative offices and reasonably comparable. The Contract Monitor's office door shall have a lock, which is not master keyed, and the office shall be provided with desks, chairs, and access to telephones and telephone/fax/computer lines. Contractor will not be responsible for any non-business telephone costs.
- B. The Contract Monitor, in the performance of his/her duties, shall have access at all times, with or without notice, to offenders and staff, to all areas of the Facility and to inspect all documents and records relating to the Contract and the Contractor's performance including employee qualifications or the requirement of training, disciplinary records relating to serious/reportable incidents and security breaches and reports kept by the Contractor concerning the repair, maintenance and operation of the Facility. The Contractor shall permit the Contract Monitor and authorized representatives to make and remove copies of records. The Contractor shall obtain written waivers from its employees permitting the Contract Monitor to review employee qualifications and disciplinary records. Any such inspection or removal shall be in strict compliance with privacy rights and shall be kept confidential as allowed by law.
1. The Contract Monitor may attend/review offender hearings pertaining to the Facility. The Contract Monitor may attend staff meetings upon approval of the Facility head or designee. The Contractor shall submit the monthly report to the Contract Monitor by the date specified.
 2. The Contractor agrees that it is essential that the Contract Monitor have access to the Facility in order to ensure compliance with the Contract.
 3. Other Department employees and State officials shall have access to the Facility and records with or without notice when it is necessary to the performance of their duties.

4. Reimbursement to the state will be required for the actual costs of the annual statutory and contract compliance audit per Oklahoma Administrative Code. Billing for the annual audit by the Private Prisons Administration office or Compliance Monitoring unit will not exceed \$12,000 per year.
- C. To supplement the review and audit done by the Contract Monitor(s), separate Medical Monitor(s) engaged by the State shall monitor the Contractor's performance of the medical requirements of this Agreement. Such monitoring shall occur on a schedule determined by the Medical Monitor(s). The Medical Monitor(s) shall have access to all Contractor records, employees, offenders, and facilities. The Medical Monitor(s) shall be provided space to review records and to meet with medical staff when the Medical Monitor(s) desires to have such accessibility, including, but not limited to, each time there is a serious medical incident, death or emergency.
- D. The Contractor shall promptly cure any deficiency regarding medical care of an individual offender reported by the Medical Monitor(s). The contractor shall cure any medical systems deficiencies as recommended by the Medical Monitor(s) in accordance with Section 10.2 of the Contract.

ARTICLE 10 BREACH AND REMEDIES

Section 10.1 **State Non-Performance.**

- A. Each of the following shall constitute a non-performance of the Contract on the part of the State:
1. Failure by the State to make payments to the Contractor under this Contract within 45 days after receipt of invoice by the State, except for such payments as may be the subject of a valid dispute between the parties and said dispute is being actively negotiated or attempted to be resolved.

2. The persistent or repeated failure or refusal by the State to substantially fulfill any of its other obligations under this Contract, unless justified by Force Majeure or unless excused by Contractor's default.
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- B. In the event of a non-performance by the State, the Contractor shall notify the State in writing within thirty days after Contractor becomes aware of the non-performance. Said notice shall contain a description of the non-performance. The State shall be afforded a forty-five day period in which to effect a cure or in which to take reasonable steps to effect a cure unless a longer period is mutually agreed to by the parties; provided, however, that if the alleged non-performance concerns the State's failure to make payment under this Contract, the State shall have 15 days after the notice to effect a cure unless the payment is the subject of a dispute between the parties. The only remedy allowed for failure to make a payment is interest accruing from the date of invoice receipt at a rate allowed by statute.
 - C. Failure by the Contractor to provide the written notice described in subsection (B) shall operate as an absolute waiver by the Contractor of the State's non-performance.
 - D. With the exception of the provisions contained herein, in no event shall any non-performance on the part of the State excuse the Contractor from full performance under this Contract.
 - E. In the event of non-performance by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate Oklahoma jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described in this Section operates as a waiver of the State's non-performance except for non-payment.
 - F. Failure by the Contractor to file a claim before the appropriate forum in Oklahoma with jurisdiction to hear such claim within one year of the notice described in subsection (A) shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

G. In the event the State fails to make any payment due under this Contract within the cure period specified herein and the amount not paid exceeds one hundred thousand dollars, the Contractor may initiate legal action, mediation or terminate the Contract upon 45 days prior written notice to the department provided, however, Contractor may terminate this Contract only upon the State's failure to pay an amount which is not in dispute.

Section 10.2 **Contractor Non-Performance.**

- A. The Contractor may be deemed to have failed to perform if any of the following occurs:
1. failure by the Contractor to perform in accordance with any term or provision of the Contract;
 2. partial performance of any term or provision of the Contract not excused or cured by the State.
 3. any act prohibited or restricted by the Contract or law.

For purposes of this Article, items (1) through (3) shall hereinafter be referred to as material Non-performance.

- B. In the event of a material non-performance by Contractor, the State shall have available the following remedies as described further herein:
1. actual damages and any other remedy available at law or equity;
 2. liquidated damages as set forth herein;
 3. termination of the Contract for cause.
- C. In the event of material non-performance by Contractor the Contract Monitor shall provide Contractor written notice of the non-performance and a time period not to exceed 45 days to cure said non-performance unless a longer period of time is mutually agreed to by the parties. In the event Contractor fails to cure the non-performance within the time period provided or does not pursue the cure with due diligence, the State shall have available any and all remedies described herein. In the event the non-performance is not cured and in the event the State elects to invoke liquidated damages said liquidated damages shall commence on the date the cure period expires; provided,

however, if the Contractor has not acted with due diligence concerning the non-performance, the liquidated damages shall commence on the date of the failure to perform.

- D. This subsection regarding notice and opportunity to cure shall not be applicable in the event of successive or repeated non-performance of the same nature or the lack of due diligence, in which case the Director of the Department may order immediate compliance, enhancement of the liquidated damages by a factor of two, or termination of the contract for cause.

Section 10.3 **Liquidated Damages Non-Performance Penalties.**

- A. In the event of a non-performance by Contractor of a type described in Appendix C, the State may withhold as liquidated damages the amounts designated in Appendix C from any amounts owed Contractor. 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 non-performance by the Contractor designated in Appendix C as said amounts are likely to be uncertain and not easily proven. The Contractor hereby represents and covenants that it has carefully reviewed the liquidated damages contained in Appendix C 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 non-performance, and are a reasonable estimate of the damages that would occur from a non-performance.
- B. The State shall notify the Contractor in writing of the non-performance and the amounts to be withheld as liquidated damages. In instances involving errant discharges of inmates, the ODOC will, prior to issuing a formal notice of liquidated damages, communicate the circumstances of the errant discharge to GEO and permit GEO to present, and DOC to consider any mitigating circumstances within a reasonable timeframe.

- C. Liquidated damages shall be assessed for each day the non-performance remains uncured, subject to the provisions of Sections 10.3 & 10.4.
- D. 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:
 - 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 Article 8 or otherwise; and
 - 2. any damage sustained to the Facility or property located therein as a result of the Contractor's non-performance wherein the state has exercised its option to purchase.
- E. The State may continue to withhold the liquidated damages or a portion thereof until the Contractor cures the non-performance or until the State terminates the Contract.
- F. The State is not obligated to assess liquidated damages before availing itself of any other remedy.
- G. The State may choose to suspend imposition of liquidated damages and avail itself of any other remedy available under this Contract or at law or in equity.

Section 10.4 **Termination for Cause.**

- A. In the event of a Breach by either party, the non-breaching party may terminate the Contract for cause.
- B. The breaching party shall be notified of the termination in writing signed by the Director or President, respectively. Said notice shall hereinafter be referred to as Termination for Cause Notice.

- C. The Termination for Cause Notice shall specify a date at least 90 days from notice of termination at which time all state inmates will be removed from the Facility subject to Section 10.9 below.
- D. The parties agree to cooperate with each other in the event of a termination.
- E. In the event of a Termination for Cause by the State, Contractor shall be liable to the State for any and all damages incurred by the State including but not limited to transportation of inmates, activation of the National Guard or any other state agency, any and all expenses incurred by the State to staff and operate the Facility which exceed the amount the State would have paid Contractor under this Contract. The State may withhold any amounts which may be due the Contractor as a set off against their damages without waiver of any other remedy or damages available to the State at law or in equity.

Section 10.5 **Termination Due to Unavailability of Funds.**

The payment of money by the State under any provisions hereto is contingent upon the availability of funds appropriated annually in sufficient amounts for contractual services to pay for correctional services pursuant to this Contract. In the event funds appropriated by the Legislature for contractual services become insufficient or unavailable, the State shall have the right to terminate this Contract without penalty on the date funds are no longer available. The State shall notify the Contractor of the possibility of termination due to insufficient or unavailability of funds at the earliest possible time. The State shall do all things lawfully within its power to obtain and maintain funding for this Contract during its term. In the event money is authorized and available for housing inmates but less than the capacity of the Facility, the parties may agree to the lesser capacity and release the other available beds for resale, provided, co-mingling within a housing pod of Oklahoma inmates with inmates from other jurisdictions is prohibited without the express written approval of the department which approval will not be unreasonably withheld.

Section 10.6 **Damage or Destruction.**

In the event the Facility is damaged or destroyed by fire or other casualty, acts of nature, or insurrection, which event reduces the number of beds usable such event will not be grounds for termination of this Contract; provided that the Contractor will proceed with diligence and dispatch with any available funds, including insurance proceeds to construct and repair any damage to the Facility and use its business interruption insurance to supplement the Per Diem Rate each month, in which case the State shall only pay for beds actually used. If the facility is totally destroyed, or becomes unusable and it is not feasible to re-construct within the remaining renewal period, the parties may agree to terminate the contract.

Section 10.7 **Waiver.**

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

Section 10.8 **Mediation.**

The Contractor or the state shall have the right to request mediation in accordance with the Oklahoma Dispute Resolution Act for any breach disputed or for any other dispute.

Section 10.9 **Holdover.**

The parties agree that in the event of insufficiency or unavailability of funds pursuant to Section 10.5, a termination or breach resulting in a reduction of the number of beds utilized by the Department, the Contractor shall, upon notice, have the right to contract for the use of those beds available to any other appropriate entity. Any delay in removing Oklahoma offenders pursuant to a termination or breach, and in the event reliance on said removal date was made in the contracting of those beds to another entity at a higher rate, the state shall be obligated to pay the higher amount duly contracted in good faith until the Oklahoma inmates are removed.

ARTICLE 11 MISCELLANEOUS

Section 11.1 **Financial Audits.**

The Contractor shall make available, upon request of the State or authorized persons designated by it, all records, reports, worksheets or other material related to this Contract for audit purposes. Such records shall be maintained for a period of five years.

Section 11.2 **Non-Discrimination.**

No person will be subjected to discrimination in the performance of this Contract on the grounds of handicap, race, color, religion, sex, age or national origin. Upon request Contractor shall show proof of such non-discrimination and shall post in conspicuous places, available to all employees and applicants, notice of such non-discrimination.

Section 11.3 **Binding Nature.**

This Contract shall not be binding until it is approved and executed by the parties and has been approved by the following State of Oklahoma officials:

- A. Attorney General of the State of Oklahoma or designee.
- B. The Director of the Office of Management and Enterprise Services or designee including their General Counsel or designee.
- C. The Oklahoma Board of Corrections.

Section 11.4 **Invalidity and Severability.**

In the event that any provision of this Contract shall be held to be invalid, the validity of the remaining provisions of the Contract shall not in any way be affected thereby.

Section 11.5 **Services Commencement Date.**

This contract shall be effective upon execution by all the parties, and approval by the Oklahoma Board of Corrections.

Section 11.6 **Terminology and Definitions.**

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

Section 11.7 **Interpretation and Venue.**

The laws of the State of Oklahoma and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Contract. Oklahoma County, Oklahoma shall be the venue in the event any action is filed to enforce or interpret provisions of this Contract.

Section 11.8 **Release.**

The 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. The parties agree not to purport to bind the other to any obligation not assumed herein unless said party has express written authority to do so, and then only within the strict limits of this authority.

Section 11.9 **Amendment.**

This Contract shall not be altered, changed or amended except by a written agreement executed by the requisite parties hereto.

Section 11.10 **Scope of Agreement.**

This Contract and its appendices, the Memorandum of Understanding, and the Operational Plan incorporate all the agreements, covenants and understandings between the parties

hereto concerning the subject matter hereof. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. This agreement is made by and for the benefit of the State and the Contractor. Nothing herein shall be construed to confer rights upon any person not a party to this agreement. This contract shall not be considered a third party beneficiary contract for any inmate(s) or other person(s) affected by its terms.

Section 11.11 **Subcontracting and Assignment.**

The Contractor may, upon notice to the State, assign the proceeds of this Contract. Except as set forth in this Contract, the Contractor shall not subcontract or assign any of the services to be performed under this Contract, except maintenance contracts, without the consent, guidance and prior express written approval of the State, which approval shall not be unreasonably withheld. In the event that approval is granted, Contractor shall ensure that the subcontractor will comply with all the provisions of this Contract. Contracts for sub-contracted services shall be furnished to the Contract Monitor 30 days prior to the Service Commencement Date and thereafter within 30 days after entering into the sub-contract. The Contractor may not assign this contract, its performance or obligations, without the written consent of the Department, upon such an assignment the State reserves the right to renegotiate the Contract.

Section 11.12 **No Third Party Beneficiary.**

The parties to this contract hereby acknowledge and agree that this contract does not create a third party beneficiary contract on behalf of the inmates that are incarcerated pursuant to this contract.

Section II.13 **Required Purchases from the Oklahoma Correctional Industries**

Contractors with the Oklahoma Department of Corrections (ODOC) shall make maximum use of mattresses, inmate garments, and cell furnishings provided by the Oklahoma Correctional Industries (OCI) and no similar products or services shall be purchased by the Contractor except as follows:

Contractor purchases for these products will be made through OCI provided that the products remain competitively priced.

Exceptions from the provision may be made when the Contractor and the OCI administrator, or his designee, agree the OCI product does not meet the reasonable requirements or specifications of the Contractor for such product or service. In such cases, the OCI administrator or his designee will issue an "Exemption to Purchase" to the Contractor.

The private prison shall not attempt to evade the meaning and intent of this section by variations from specifications of the OCI products.

When disagreements between the Contractor and OCI cannot be resolved at that level, the matter will be resolved by the Director.

Section 11.14 **Notices.**

Addresses: All vendor notices, reports, billings, and correspondence will be sent to:

Oklahoma: Jeff Spauling, Business Manager
205 W. 7th, Suite 103
Stillwater, OK 74074
Phone: 405-377-6750
Fax: 405-377-6754
E-Mail: jeff.spaulding@doc.ok.gov

All offender correspondence, notices, bill and invoices, and reports concerning medical issues shall be sent to:

Administrator, Medical Services
Oklahoma Department of Corrections
PO Box 11400
Oklahoma City, OK 73136
405-425-2500

All notices, correspondences, inquiries and concerns relating to this agreement shall be sent to:

Vendor: The GEO Group, Inc.
Amber Martin, Executive Vice President
621 N.W. 53rd Street, Suite 700
Boca Raton, FL 33431
561-893-0101
Fax 561-999-7736

All notices shall be sent by certified mail, return receipt requested. Fax machines or e-mail may be used where feasible with hard original copy to follow.

Section 11.14 **Originals.** The parties agree that this contract may be executed in three original forms.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the 1st day of July, 2025.

State of Oklahoma

The GEO Group, Inc.

Steven Harpe, Director
Department of Corrections

Amber Martin, Vice President
Contracts Administration
The GEO Group, Inc.

Approved as to Form:

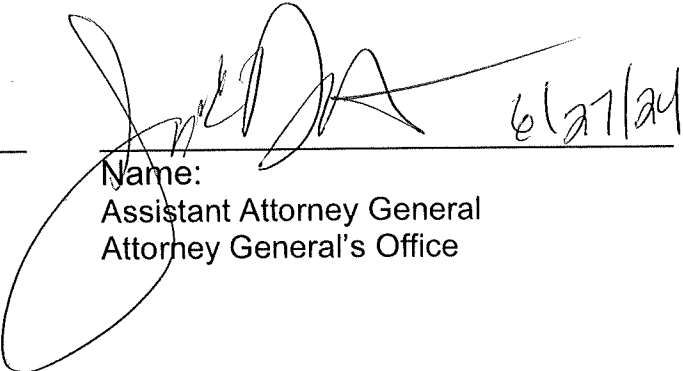
Kari Hawkins, General Counsel
Department of Corrections

THE UNDERSIGNED AUTHORITIES, each of them respectively, have reviewed the contract for compliance with the provisions of applicable statutes 57 O.S 1997 Supp sections 561 and 561.1 as well as all other applicable statutes and the contract conforms with those requirements.

Approved:

Approved:

Name:
State Purchasing Director
Central Purchasing Director
Office of Management & Enterprise
Services, State of Oklahoma



Name:
Assistant Attorney General
Attorney General's Office

APPENDICES

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APPENDIX A
DEPARTMENT & DIVISION POLICIES AND DIRECTIVES
APPLICABLE TO CONTRACTOR

- OP-020307 "Sex and Violent Crime Offender Registration"
- OP-030101 "Unit Management Overview and Major Objectives" except for staffing requirements of I.B. 3-5.
- OP-030102 "Inmate Housing"
- OP-030103 "Inmate Job and Program Assignments"
- OP-030106 "Recreation Activity Programs"
- OP-030112 "Religious Services"
- OP-030114 "Use of Securus Wireless Devices"
- OP-030115 "Access to Courts/Law Libraries"
- OP-030116 "Inmate Libraries"
- OP-030117 "Correspondence, Publications, and Audio/Video Media Guidelines"
- OP-030118 "Visitation"
- OP-030119 "Inmate Telephone Privileges"
- OP-030120 "Inmate Property"
- OP-030122 "Inmate Authority Over Other Inmates"
- OP-030134 "Chemical Abuse Testing"
- OP-030401 "Private Prison Monitoring Requirements"
- OP-030501 "Personal Hygiene and Appearance Code"
- OP-030601 "Oklahoma Prison Rape Elimination Act (P.R.E.A.)"
- OP-031001 "Inmate Escorted Leave/Activities"
- OP-040101 "Facility Security Standards"
- OP-040103 "Standards for Maintaining Logs"
- OP-040104 "Inspection of Security Devices and Equipment"
- OP-040105 "Key and Lock Control Standards"
- OP-040107 "Tool Control Standards"
- OP-040109 "Control of Contraband and Physical Evidence"
- OP-040110 "Search and Seizure Standards"
- OP-040111 "Transportation of Inmates"
- OP-040114 "Security of Offenders in Non-Prison Hospitals"
- OP-040115 "Inmate/Offender Identification and Crime Alert Bulletin"
- OP-040117 "Investigations"
- OP-040119 "Intelligence"
- OP-040203 "Restrictive/Extended Restrictive Housing"
- OP-040204 "Special Management Units"
- OP-040401 "Transportation of Inmates by Central Transportation Unit (CTU)"
- OP-050103 "Escape Notification Procedures"
- OP-050108 "Use of Force Standards and Reportable Incidents"
- OP-050112 "Procedures in the Event of a Protest"
- OP-050401 "Crisis Situations"
- OP-050402 "Active Shooter"
- OP-050601 "Unmanned Vehicles"
- OP-052001 "Emergency Procedures for Private Prisons"

OP-060101 "Overview of Case Management"
 OP-060102M "Male Initial Custody Assessment Procedures"
 OP-060103M "Male Custody Assessment Procedures";
 OP-060104 "Community Corrections Assessment";
 OP-060106 ""Non-Associations and Protective Measures"
 OP-060107 "Systems of Incarceration";
 OP-060125 "Inmate/Offender Disciplinary Procedures"
 OP-060203 "Adjustment Review"
 OP-060204 "Inmate Transfers"
 OP-060205 "Parole Process Procedures"
 OP-060211 "Sentence Administration"
 OP-060212 "Maintenance and Access of Offender Records"
 OP-060901 "Pre Release Planning"
 OP-080201 "Private Sector Correctional Industry Standards"
 OP-080501 "Oklahoma Correctional Industries Pay Plan"
 OP-090101 "Standards for Inmate Programs"
 OP-090107 "Inmate Education Program"
 OP-090124 "Inmate/Offender Grievance Process"
 OP-090128 "Inmate Marriages"
 OP-090131 "Inmate Financial Responsibility Program"
 OP-090133 "Career and Technical Training"
 OP-090211 "Volunteer Services"
 OP-090215 "Victim Services"
 OP-120230 "Offender Banking System"
 OP-120701 "Employee and Inmate Welfare Fund"
 OP-130101 "Compliance Monitoring Program"
 OP-130106 "Environmental Health, Safety and Sanitation Inspections"
 OP-130107 "Standards for Inspections"
 OP-150601 "Tobacco Regulations"

ANY OF THE ABOVE DEPARTMENT POLICIES AND DIRECTIVES WHICH BY THEIR TERMS OF THIS CONTRACT ARE NOT WHOLLY APPLICABLE TO THE CONTRACTOR'S FACILITY ARE INTENDED AS DECLARATIONS OF THE DEPARTMENT'S MANAGEMENT POLICIES. THESE POLICIES ARE TO BE ADHERED TO BY THE CONTRACTOR; HOWEVER, THE CONTRACTOR MAY IMPLEMENT PROCEDURES THAT ARE CONSISTENT WITH THESE DEPARTMENT MANAGEMENT POLICIES.

APPENDIX A-1
VOCATIONAL PROGRAM STANDARDS

1. INSTRUCTIONAL PLANNING AND ORGANIZATION

- The instructional program will be designed to impart knowledge and develop skills that are essential for success in meeting the student's occupational objectives.
- Instructional planning and organization will provide adequate opportunity for occupational experience so that each student will develop the necessary skills and competencies needed for employment.
- Instruction will be directed toward appropriate and clearly formulated objectives with input from partnerships such as community, business and industry, and DOC. For example: appropriate use of duty task lists.
- Instruction will be open entry, controlled exit, competency based, individualized, and course length must be approved by the DOC Programs Administrator and the Private Prison and Jail Administrator.

2. INSTRUCTIONAL MATERIALS UTILIZATION

- Vocational teachers will utilize a variety of instructional materials and methods in accordance with student needs and the goals and objectives of the training program.
- All instructional materials must support an industry generated duty task list.
- Instructional materials must be adapted to meet individual needs, interests, and rates of learning.

3. QUALIFIED INSTRUCTIONAL PERSONNEL

All instructors will have an adequate general education along with recent work experience that will enable them to relate their instruction to business or industrial

methodology. All vocational instructors must meet or exceed state licensing requirements of the accrediting agency and will hold a current Oklahoma teacher's certificate, if applicable. In addition to these minimum requirements, all vocational instructors will continuously strive to upgrade their skills and knowledge by meeting recertification requirements and attending professional improvement meetings.

- All vocational teachers will hold licensing and appropriate credentials in their specific fields.

4. ENROLLMENT AND STUDENT/TEACHER RATIO

The recommended class size will be 12-15 students per instructor contingent upon the type of program and adequacy of space in the training facility.

- Students will be placed in appropriate programs as determined through adequate testing, needs evaluation and career guidance.
- A list of total enrollment/completers, by program, will be reported monthly to the DOC.

5. EQUIPMENT AND SUPPLIES

Proper equipment and adequate supplies must be made available to support the vocational program. Equipment selected should be of the grade and type used by business and industry and must meet or exceed all appropriate safety standards.

- The quantity and quality of tools, training stations, and equipment will be adequate to support the independent study needs of the students.

6. INSTRUCTIONAL FACILITIES

Physical facilities for vocational programs will include adequate space and utilities in classrooms, laboratories, and shop areas that provide for safe and orderly, quality instruction to meet program's objectives. Both instructional and non-instructional areas, including storage areas, restrooms, and offices, will be adequate for the number of students and staff using such areas.

- All facilities and work stations will be properly maintained to provide an environment that is conducive to learning and working.

7. SAFETY TRAINING AND PRACTICES

Vocational programs will ensure that safety features in the instructional facilities and equipment are properly implemented and maintained. In addition, adequate lighting, temperature and ventilation will be provided to ensure a safe and healthy learning environment. The Occupational Safety and Health Administration standards will be used to guide the implementation of environmental health and safety features.

- All instructors will plan, present, demonstrate, and practice safety in the instructional and laboratory activities.
- All equipment and facility's safety features will be in place and properly maintained.

8. PROGRAM ADVISORY COMMITTEE AND COMMUNITY RELATIONS

Each vocational program will actively strive to encourage community involvement and promote a greater understanding of the program's needs and accomplishments.

In addition, each vocational program will have a formally organized program advisory committee that is broadly representative of the school community and of the business and industrial community it serves. Each program will maintain on file a list of the names and occupations of the advisory committee members.

- The program's advisory committee will include appropriate representation from business and industry, with a majority of its members being practicing technicians and others being supervisors/managers from local businesses.
- The advisory committee will meet at least annually and copies of meeting minutes shall be made available for inspection.

EDUCATIONAL PROGRAM STANDARDS

1. INSTRUCTIONAL PLANNING AND ORGANIZATION

- At a minimum, academic instruction in reading, math and language arts will be provided, at all levels of instruction.
- The academic program will be designed to meet the needs of students in literacy (0-5th grade levels), Pre-High School Equivalency/Adult Basic Education (PHSE/ABE) (6-8th grade levels), and High School Equivalency (HSE) (9-12th grade levels) courses. Emphasis will be placed on coursework that leads to completion of the HSE requirements and the issuance of a HSE certificate.

- Opportunities will also be developed where possible, to engage in a college program that leads to a college degree.

2. INSTRUCTIONAL MATERIALS

- Instructional materials will be provided that meet and support the instructional program outlined above in item 1.
- Instructional materials will be adopted to meet individual needs, interests, and rates of learning.

3. QUALIFIED INSTRUCTIONAL PERSONNEL

- All academic instructional personnel will meet or exceed state certification requirements and will hold a current Oklahoma teacher's certificate.
- All academic teachers will hold certification and appropriate credentials in their specific fields.

4. ENROLLMENT AND STUDENT/TEACHER RATIO

- Student instruction will be designed to meet individual student needs. Instruction will be individualized, open-entry, open exit and competency-based.
- The recommended class size will be 12-15 students per instructor contingent upon the type of program and adequacy of space in the training facility.
- Students will be placed in appropriate programs as determined by adequate testing, evaluation and guidance. The Test for Adult Basic Education (TABE) forms 7 and 8 will be utilized for pre-testing and documentation of learning gains and performance results.

- A list of total enrollment/completions, by program, will be reported monthly to the Department of Corrections.

5. EQUIPMENT AND SUPPLIES

Appropriate equipment and adequate supplies must be made available to support the academic program.

6. INSTRUCTION FACILITIES

- Physical facilities for academic classes will include adequate space and utilities in classrooms and related areas that provide for safe and orderly quality work to meet the program objectives.
- Instructional areas including storage areas, restrooms, and offices will be adequate for the number of students and staff using such areas.
- All facilities will be properly maintained to provide an environment that is conducive to learning and working.

7. SAFETY FEATURES AND PRACTICES

Academic programs will ensure that safety features of the instructional facilities and equipment are properly implemented and maintained. In addition, adequate lighting, temperature and ventilation will be provided to ensure a safe and healthy learning environment.

APPENDIX B HEALTH SERVICES

Responsibility for Medical, Mental Health and Dental Services

- A. Introduction: The Contractor will provide medical, dental, and mental health care services delivered by licensed health care staff overseen by a health administrator in

accordance with the Oklahoma Department of Corrections' procedures, the medical Operating Standards and this contract. Contractor shall follow all Department medical policy with the following exceptions:

OP-140101	Organizational Responsibility of Medical Services
OP-140116	Employee Physical Examinations and Medical Screenings
OP-140130	Pharmacy Operations
OP-140140	Mental Health Administration and Organization
OP-140145	Female Offender Health Services

The Contractor will follow GEO policies in these areas and will provide copies of GEO medical policies which are used in lieu of Oklahoma DOC policies. The Contractor will notify DOC Medical/Mental Health Services in writing of desired changes in these areas. DOC will review the changes and return them to the Contractor within 30 days of receipt. Changes will not be implemented prior to the Contractor's receipt of written approval from the DOC, and such approval shall not be unreasonably withheld.

Definitions:

1. Acute condition: An acute (immediate or severe) episode of illness or the treatment of injuries related to an accident, trauma, or other impairment or during recovery from surgery.
2. Emergency care: The medical or surgical care necessary to treat the sudden onset of a potentially life or limb threatening condition or symptom. To qualify as a medical emergency the care must begin within 12 hours after onset. Heart attacks, strokes, poisoning, loss of consciousness or respiration, and convulsions are examples of medical emergencies.
 - a. 3. Chronic care: A pattern of care that focuses on long-term care of inmates with chronic (longstanding, persistent) disease or conditions. It includes care specific to the problem as well as other measures to encourage self-care, to promote health and to prevent loss of function.

- b. 4. Medical care: All care including acute and chronic care that is not classified as emergency care which is routinely required by prevailing community standards and as described herein.
- c. 5. Inpatient care: Health care received by a patient admitted to an institution licensed and operated pursuant to law which is primarily engaged in providing health services on an inpatient basis for the care and treatment of injured or sick individuals through medical, diagnostic and surgical facilities.
- d. 6. Outpatient care: Health care provided where the inmate remains ambulatory and is not kept in a health care facility overnight.
- e. 7. Major mental illness: An offender will be identified as having a major illness if currently prescribed psychotropic medications.
- f. 8. Reimbursable medical costs: Those medical, mental health and dental costs payable by the State of Oklahoma.

B. Health Care: Health care will be delivered onsite at least 16 hours per day Monday through Friday and at least 8 hours per day Saturday, Sunday and legal holidays, with provision for emergency services 24 hours, seven days, either on or offsite at a nearby emergency facility. There shall be on-call nursing coverage during hours when there is no health care staff at the facility.

C. Outpatient Care: The Contractor will be liable for the costs associated with the delivery of outpatient medical, mental health, optometric and dental care incurred away from the facility. Access to OU Medical Center (OUMC) shall be available to the Contractor under the same conditions, as it is available to inmates in state operated facilities. Medical appointments will be made upon referral from the facility physician and upon acceptance by the hospital physicians.

- D. Inpatient Care: The Contractor will provide such care onsite if a licensed hospital is a part of the prison facility. If not, a licensed hospital which provides for all inpatient medical/psychiatric services as appropriate will be utilized. OU Medical Center (OUMC) may be utilized. This will include the costs for inpatient or outpatient surgery, all hospital costs and the cost of autopsies.
- E. Emergency Care and Urgent Care: The Contractor will be liable for the costs associated with the delivery of Emergency care and Urgent care. In emergency medical situations, or in urgent care situations, the Contractor will make appropriate arrangements for medical treatment. For non-emergency situations, the Contractor will be required to arrange for care and hospitalizations at O.U. Medical Center (OUMC). Emergency transportation by air or ground ambulance will be at the Contractor's expense.
- F. AIDS Patients and HIV Positive Inmates: The Contractor will be responsible for the treatment of inmates infected with the Human Immunodeficiency Virus (HIV). This will include, but will not be limited to, all in-patient and outpatient medical costs excluding the cost of providing antiviral medications therapeutically indicated for the treatment of the HIV. If the number of the HIV positive inmate population being treated increases by 10 inmates then the medication cost allocation shall be subject to negotiation. The Contractor may return any offender diagnosed with Acquired Immune Deficiency Syndrome (AIDS), as defined by the Center for Disease Control to the State. The Contractor is responsible for treatment of Hepatitis C patients subject to the exceptions contained herein. The Contractor will treat Hepatitis C inmates in accordance with the Oklahoma DOC protocol. If the number of the Hepatitis C positive inmate population being treated at any one time is more than two (2) then the DOC will transfer those additional inmates out of the Facility. When an inmate becomes an end-stage Hepatitis C patient and can no longer be treated at the Contractor's facility, the DOC will transfer the inmate out of the Facility.
- G. Payments for Health Service: NOTE: Currently some treatment is provided at OU Medical Center (OUMC) at no cost to the Department or the Contractor. If free services become unavailable in the future, the Contractor will be responsible for

expenses as set forth herein and the per diem shall be adjusted based on inmate patient data from the previous two year period. The Department and Contractor shall provide each other with all inmate patient data for the prior two year period within sixty days of the date of closing of the hospital. Inmate patient data shall include, in a manner consistent with federal and state privacy laws, the number of inmate patient visits and the number and type of medical procedures performed on inmate patients on behalf of the Department or the Contractor. After the first year of such additional expenses, the State will review with the Contractor these operating costs. If the parties cannot reach an agreement regarding a per diem adjustment within ninety days of the close of the hospital, either party may terminate this Agreement upon ninety days' notice. Such a termination shall not be considered a termination for cause.

1. Onsite health care - The Contractor will be responsible for the cost of all health care, staff, medications, supplies, services, equipment, and communications provided to/ or for offenders onsite, whether required by the Contractor's staff or outside consultants. The cost of additional pages, forms, and incorporation of outside medical consultant reports to the medical record is included in costs paid by the Contractor.
2. Offsite outpatient (to include emergency care and urgent care) - The Contractor will be responsible for payment direct to the billing facility for the costs of all such care, including medications, special treatments, supplies, and prostheses ordered by the outpatient provider for the health care of the inmate, which originates while the contract is in effect between the Contractor and the Department.
3. Offsite inpatient hospital - The Contractor will be responsible for payment direct to the billing facility for the costs of all such care provided in the hospital or ordered to be provided after the inmate is returned to the institution. The Contractor may claim reimbursement from the Department for the inpatient

hospitalization in a licensed hospital, for the hospital charges only, not separate physician or other provider charges, for the amount which exceeds \$70,000 per inpatient hospital discharge for each single hospital stay which originates while the contract for services is in effect between the Contractor and the Department.

The Department will reimburse the Contractor at the rate of 70% for all charges over \$70,000.

4. Department health services personnel must be notified of hospitalizations within 48 hours following admission. When admission occurs after routine working hours, weekends or holidays, notification must occur the next working day. Reimbursement, as set forth herein, for hospitalizations will occur only when notification is received within 48 hours of admission. Prior to Department personnel processing payment to the Contractor for reimbursement, the Contractor must forward a billing summary and copies of the invoices, with the authorization number noted on each invoice and a completed authorization form attached, to Department central offices. The Department reserves the right to audit the billings for such charges for accuracy and medical necessity as part of the claim process.

H. Medical Co-pay Program: The Contractor will implement a medical co-pay procedure in accordance with Department Policy and Procedure, OP-140117, "Access to Health Care". Money received in connection with any medical co-payment plan will be reported monthly to the Department.

- I. Security: Security services for authorized outpatient/diagnostic/specialty care delivered off-facility will be the responsibility of the Contractor. During any period the inmate is in the custody of the Contractor and is housed in a local, private hospital, the Contractor will provide security services. The Department will provide security for inpatient hospitalizations at OU Medical Center (OUMC), as long as Department maintains a security post at this location.

- J. Medical Records: The Department medical record will be transferred with the inmate to the private facility. All offender x-rays will be forwarded to the Medical Unit at the Lexington Assessment and Reception Center. Upon the return of an inmate to a Department facility, the inmate's Department medical record and a complete copy of all medical records generated during incarceration at the private facility will be provided to Department health services personnel. No forms other than DOC forms will be used in the inmates medical record.
- K. The Contractor will implement a medical record system utilizing the Department's medical record and chart forms and observing the requirements for protected health information in accordance with OP-140108 entitled "Privacy of Protected Health Information".
1. The Contractor will ensure the use of the Problem Oriented Medical Record (POMR) format and shall ensure that accurate, comprehensible, legible and up-to-date medical information is maintained on each inmate under its care. Medical records will be considered confidential. The Contractor will ensure specific compliance with laws and standards regarding confidentiality, informed consent, and access/disclosure.
 2. Procedures will be instituted for the receipt and filing of all outside consults, emergency room visits and inpatient hospitalizations. The Contractor will comply with the Oklahoma State Statute regarding retention of health records. All medical records, including x-ray films, are the property of the State of Oklahoma.
- L. Administrative Reports: The Contractor's health services administrator or designee will prepare a monthly statistical report to be submitted to the Department's health services division.

- M. Audits and Inspections: Department medical personnel will conduct an audit and inspection of the facility health services unit on at least a semiannual basis and more often as required.

- N. Medical Quality Assurance and Self-Monitoring Program: A quality assurance review and self-monitoring program will be established and maintained to insure that communication and intensive review of serious issues, such as an inmate death, serious injury, et al, is initiated by the Contractor and that the Contractor informs the State about the circumstances, details and corrective measures taken in such an event. Notification will be pursuant to Section 5.18. Forwarding of the corrective action plan shall be within 45 days of the precipitating serious event.

- O. Staffing Pattern and DOC Procedures: In regard to the Contract staffing pattern, DOC will accept GEO staffing patterns provided GEO agrees to comply with DOC Health Services procedures and implements a quality assurance process, including doctor to doctor communication, that addresses self-monitoring, continuity of care and quality issues and in turn communicates this information, given certain confidentiality requirements, to the DOC Medical/Mental Health Services Division. For the purpose of this Contract regarding medical issues, correspondence with the Chief Medical Officer of the facility or GEO, the facility head and the Director of Region III will constitute official notice pursuant to the Contract requiring immediate action.

APPENDIX C
LIQUIDATED DAMAGES

Liquidated damages for each day of a breach will be calculated as follows:

$V \times B \times \$25.00$ when

Service Area	Relative Value (V)	Relative Value of Breach (B) - Failure to:			
		Provide Services	Document	Report	Comply w/Other Applicable Requirements
Security and control, ACA Accreditation, Health Services, Use of Force, Escapes, and Contract Monitoring	5	5	2	2	5
Erroneous Release (May enhance to a Relative Value of 5 with aggravating circumstances. Mitigating circumstances may also be considered)	4	5			
Sanitation and Hygiene, Food Service, Mail, Religion, Access to Court, Offender Discipline, Grievance, Visitation, Records and Reports, Employee Qualifications and Training	4	4	2	2	4
Operating Standards, Transportation, Maintenance, Repairs and Replacements, Offender Work, Academic & Vocational Training, Sentence Computation Data, Classification and Case Management, Commissary, Policies/Procedures/Post Orders, and Offender Management Fund/Bank Accounts	3	3	1	1	3

Laundry and Offender Clothing, Telecommunications, Supplies/Perishables, and Recreation	2	3	1	1	3
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APPENDIX E
FACILITY STAFFING PATTERN

Executive Office	
	FTE
Facility Administrator	1.00
Executive Secretary	1.00
Executive Assistant / Compliance	1.00

Sub Total	3.00
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Business / Support	
	FTE
AFA Support Services	1.00
MIS Manager	1.00
MIS Asst Manager	1.00
Assistant Business Manager	1.00
Personnel Specialist	1.00
Accountant/Business Manager Trainee	1.00
Payroll Clerk	2.00
HR/Payroll Clerk	1.00
Administrative Clerk	2.00
Mail Room Supervisor	1.00
Mail Room Clerk	4.00
Receptionist	2.00
Commissary Manager (Contracted to vendor)	0.00
Commissary Clerk (Contracted to vendor)	0.00

Sub Total	18.00
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Maintenance	
	FTE
Facility Maintenance Manager	1.00
Assistant Facility Maintenance Manager	1.00
Maintenance Technician	5.00
Tool Clerk	1.00

Sub Total	8.00
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Health Care	
	FTE
Health Services Administrator	1.00
Nursing Supervisor	1.00
Registered Nurse	5.00
Medical Director/Physician (Contract)	1.50
Nurse Practitioner/Physician Assistant	1.00
Licensed Practical Nurse	10.00
Dentist (Contract)	1.50
Dental Hygienist	1.00
Dental Technician	2.00
Clerk-Med. Records	4.00
CMA	5.80
Psychologist (Contract 1.5)	2.50
Psychiatrist (Contract)	0.20
Optometrist (Contract)	0.20
X-Ray Technician (Contract)	0.50

Sub Total 37.20

Programs	
	FTE
AFA Programs	1.00
Chaplain	2.00
Classification Supervisor (3,4,5, 6 & Seg)	1.00
Classification Supervisor (1,2,7(PC) & 8)	1.00
Classification Counselors	24.00
Librarian	0.05
Library / Programs Clerk	4.00
Library / Programs Clerk - PC	1.00
Programs Director	1.00
Substance Abuse Counselor - PC	1.00
Offender Records Supervisor	1.00
Assistant Offender Records Supervisor	1.00
Offender Records Clerk	5.00
Recreation Specialist	1.00
Education - Instructor, Academic	8.00
Education - Instructor, Academic - PC	1.00
Vocation - Instructor	4.00
Vocation - Instructor, Life Skills	5.00
Vocation - Instructor, Life Skills - PC	1.00
Cognitive Program -Instructor, Life Skills	6.00
Cognitive Program -Clerk	1.00

Sub Total 70.05

Food Service	
	FTE
Food Services Manager	1.00
Production Manager	1.00
Food Service Supervisor	11.20
Food Service Clerk	1.00

Sub-Total	14.20
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Security Supervisors	
	FTE
AFA Security	1.00
Chief of Security	1.00
Captain (Housing 1,2,7(PC) & 8)	1.00
Captain (Housing 3,4,5,6 and Seg)	1.00
ACA Coordinator	1.00
Grievance and Appeals Officer	1.00
Risk Manager	1.00
Shift Supervisor (GP)	5.00
Shift Supervisor (PC)	1.00
Training Director	1.00
Assistant Training Director	1.00
Assistant Shift Supervisor	18.00
Disciplinary Hearing Officer	1.00
Segregation Supervisor	1.00
Armory/Key Control Officer	1.00
K9 Supervisor	1.00
Gang Intelligence	1.00
Unit Managers	5.00
Security / Operations Clerk	3.00
Unit Clerk - PC	1.00
Rec / Discharge / Transport Coordinator	1.00

Sub-Total	48.00
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Correctional Officers	
Sub-Total	276.00

SUMMARY	
Executive Office	3.00
Business / Support	18.00
Maintenance	8.00
Health Care	37.20
Programs	70.05
Food Service	14.20
Security Supervisors	48.00
Correctional Officers	276.00
TOTAL STAFF	474.45

APPENDIX F

Exceptions to OP-060107 “Systems of Incarceration”

The Contractor agrees to follow Department of Corrections OP-060107 “Systems of Incarceration” except as follows:

. A. In regard to identification card color coding. The facility will determine the color.

Clothing will not include a belt as scrubs are approved for daily wear. Four (4) pair of underwear are authorized instead of six (6).

Access to individual televisions and radios is authorized regardless of level due to lack of storage space and staff resources to manage. Individual purchase of televisions and radios from the canteen is not authorized for Level I and II.

APPENDIX G
Offender Work/Programs
Full Time Equivalents

Programs	
Basic Literacy	140
ABE	80
Pre-GED	40
GED	40
GED (PC)	12
College	20
College (PC)	1
Basic Computer	58
Basic Computer (PC)	5
Basic Computer Tutor	2
Basic Computer Tutor (PC)	1
Woodworking	10
Wood Shop Tutor	5
Culinary Arts	20
Culinary Arts Tutor	1
Life Skills/TFAC	200
Life Skills/TFAC (PC)	20
Education Tutor	12
Education Tutor (PC)	2
Leisure Library	2
Leisure Library (PC)	2
Law Library Clerk	5
CRAFT Program	300
Recreation Orderlies	21
Recreation Orderlies (PC)	3
Chaplain	1
Substance Abuse (PC)	14
Total Programs	1,017
Facility Support	
Maintenance	40
Food Service	206
Laundry	10
Commissary	8
Caretakers	15
Greenhouse/Inside Yard	15
Supply	2
Barbers	15
Unit Artist	1
Inside Yard	10
Total Facility Support	322

OCI	62
Orderlies	
Chapel/Visitation	4
Support Building	11
Housing	
Unit/Breezeways	488
Intake/Property	5
Health Services	4
Gym Orderlies	22
Segregation	17
Total Orderlies	551
Minimum Security	
Administration	1
Outside Yard	15
OCI	1
Total Minimum Security	17
Facility Total	1,969

APPENDIX H

Business Associate Agreement

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Covered Entity].

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the [Choose either "covered entity" or "individual or the individual's designee"] as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the Correctional Services Contract.

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

Term and Termination

(a) Term. The Term of this Agreement shall be effective during the same term, and any subsequent extensions of the Correctional Services Contract, unless this Business Associate Agreement is terminated early because covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within the time specified by covered entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions which applied prior to termination; and
5. Return to covered entity the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

