



# **Oklahoma Board of Corrections**

## **REGULAR MEETING**

May 19, 2021

Lexington Assessment and Reception Center  
*Visitation Room*  
Lexington, Oklahoma

**OKLAHOMA BOARD OF CORRECTIONS**  
**REGULAR MEETING AGENDA**  
LEXINGTON ASSESSMENT AND CORRECTIONAL CENTER  
15151 State Hwy 39  
Lexington, Oklahoma 73051  
1:00 PM on May 19, 2021

<b>ITEM</b>	<b>PRESENTER</b>
1. Call to Order: A. Pledge of Allegiance B. Roll Call	T. Hastings Siegfried Chair
2. Approval of Board of Corrections Regular Meeting Minutes for: A. March 13, 2021	T. Hastings Siegfried Chair
3. Facility Warden Welcome	Kameron Harvanek Acting LARC Warden
4. Director's Comments: A. Emergency Purchase: Pursuant to 61 O.S. § 130, the Director of the Oklahoma Department of Corrections shall notify the governing body of a declaration of an emergency. The notification shall contain a statement of the reasons for the action and shall be recorded in the official minutes of the governing body. I. Emergency purchase for electrical repairs at Jim E. Hamilton Correctional Center (JEHCC) on March 8, 2021. II. Emergency purchase for gas line and phone cable repairs at Lexington Assessment and Reception Center on March 19, 2021. III. Emergency purchase of roof repairs at Mack Alford Correctional Center (MACC) on May 4, 2021. B. Transition to COVID-19 Phase IV C. COVID-19 Vaccine Status D. Introduction of: I. Chief Medical Officer II. Administrator of Programs E. Organizational Changes	Scott Crow Director
5. Legislative Update	Justin Wolf Chief Administrator of Communications
6. Inmate/Offender Population Update	Travis Gray Administrator of Classification and Population

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| 7. Agency Budget Update:<br>A. FY2021 BOC Budget Reports   | Ashlee Clemmons<br>Chief Financial Officer |
| 8. Unit Spotlight:<br>A. Hepatitis C Overview  | Bethany Wagener<br>Physician Assistant     |
| 9. Approval of Contracts:<br>A. North Fork Correctional Center (NFCC) Lease Contract<br>B. Davis Correctional Facility (DCF) Contract  | Gary Elliott<br>General Counsel            |
| 10. Approval of Board of Corrections Committee:<br>A. FY22 Focus Committee   | T. Hastings Siegfried<br>Chair             |
| 11. Committee Reports – Standing Committees:<br>A. Executive – Chair Hastings Siegfried, Members Lynn Haueter and Dr. Kathryn LaFortune<br>B. Population/Security/Private Prison – Chair Calvin Prince, Members Hastings Siegfried, and Lynn Haueter<br>C. Public Policy/Affairs/Criminal Justice – Chair Betty Gesell, Members Joe Griffin, Dr. Kathryn LaFortune, and Stephan Moore<br>D. Audit/Finance/Technology – Chair Randy Chandler, Members Hastings Siegfried, Lynn Haueter, and Daryl Woodard | Committee Chairs                           |
| 12. New Business   | T. Hastings Siegfried<br>Chair             |
| 13. Adjournment  | T. Hastings Siegfried<br>Chair             |

*The next regular meeting of the Board of Corrections will be held at 1:00 PM on Wednesday, June 16, 2021, at the Northeast Oklahoma Correctional Center, Vinita, Oklahoma.*

*Updated on 5/17/2021 3:44:14 PM*

**OKLAHOMA BOARD OF CORRECTIONS  
REGULAR MEETING MINUTES**

**March 17, 2021**

**1. Call to Order**

Chairman Hastings Siegfried called the Regular meeting of the Oklahoma Board of Corrections (BOC) to order at 1:00 PM, on Wednesday, March 17, 2021, at Dick Conner Correctional Center, 129 Conner Rd., Hominy, Oklahoma 74035.

The meeting was preceded by advance notice of the date, time, and place, filed with the Oklahoma Secretary of State on Wednesday, October 21, 2020. An announcement was also given at least twenty-four (24) hours in advance by posting notice of the date, time, place and agenda of the meeting at 2:50 PM, on Monday, March 15, 2021, at the principal office of the Oklahoma Department of Corrections (ODOC), located at 3400 North Martin Luther King Avenue in Oklahoma City, Oklahoma and at DCCC, 129 Conner Rd., Hominy, Oklahoma 74035.

**A. Pledge of Allegiance**

Chairman Siegfried led the meeting attendees in reciting the pledge of allegiance to the United States Flag.

**B. Roll Call**

Chairman Siegfried asked the clerk to call roll:

Randy Chandler	Present	Stephan Moore	Present
Betty Gesell	Present	Calvin Prince	Present
Joseph Griffin	Absent	T. Hastings Siegfried	Present
Lynn Haueter	Present	Daryl Woodard	Absent
Dr. Kathryn LaFortune	Present		

Calling of the roll reflected a quorum was present.

**2. Approval of Board of Corrections Meeting Minutes**

Chairman Siegfried requested approval of the meeting minutes as presented to members in the BOC packet for March 17, 2021.

**A. January 20, 2021**

**Motion:** Mr. Prince made the motion to approve the minutes. Dr. LaFortune seconded the motion.

Randy Chandler	Approve	Stephan Moore	Approve
Betty Gesell	Approve	Calvin Prince	Approve
Joseph Griffin	Absent	T. Hastings Siegfried	Approve
Lynn Haueter	Approve	Daryl Woodard	Absent
Dr. Kathryn LaFortune	Approve		

Meeting minutes for January 20, 2021, were approved by majority vote. There was no further discussion.

### 3. Facility Warden Welcome

DCCC Warden Janet Dowling welcomed the Board Members, Director Crow and attendees then provided the following overview:

The facility was named after former Oklahoma State Penitentiary Warden and Osage County Sheriff R. B. "Dick" Conner. The facility opened in August of 1979. The facility was built at a cost of \$12.8 million and was designed to house four hundred (400) inmates. Today's count is one thousand one hundred and eighty-nine (1,189) inmates. The facility currently employs seventy-seven (77) officers, sixty (60) support staff with a payroll of approximately \$10.5 million. Additionally, the facility has forty-seven (47) staff members assigned to other departments such as health services, programs, and education. The facility has an operating budget of approximately \$1.7 million and food service expends approximately nine hundred ninety-eight thousand dollars (\$998,000).

The facility has benefited from several construction and maintenance bond projects to include resurfacing of the parking lot and perimeter road, two (2) generators, and the replacement of a water softener. Currently the facility is receiving roof repairs, electrical panel upgrades, mechanical room upgrades, domestic water line replacements, and HVAC upgrades. Anticipated projects include upgrades to the plumbing and wastewater plant, restrictive housing access control panels, and installation of LED lights. Once all projects are completed the total cost of bond monies received will be approximately \$16.2 million.

Board Members asked if all projects were replacement projects.

Warden Dowling stated yes, all projects were upgrades to existing infrastructure.

There was no further discussion.

### 4. Director's Comments

Director Crow welcomed everyone and provided the following updates:

#### A. COVID-19 Update

Currently, the agency has one hundred and seven (107) COVID-19 positive inmates with nine (9) COVID-19 related hospitalizations. Since July of 2020 there have been a total of forty (40) confirmed COVID-19 deaths. The Agency has one (1) COVID-19 hotspot. OSR was confirmed as a hotspot on March 13, 2021. Currently, the agency has fifty-five (55) known staff members positive for COVID-19.

#### B. COVID-19 Vaccination Status

The agency worked with the Oklahoma State Health Department (OSHD) to begin offering vaccinations to staff at the end of January 2021. Currently, 691 staff members have received both vaccines. An additional 431 staff members have received the first vaccine. Staff vaccinations are expected to be complete by the first week of April. Once all vaccines are received, the total number of staff vaccinated will be 1,088. This number does not include staff that were able to receive the vaccine through other avenues.

Approximately 12,000 inmates have shown interest in receiving the vaccination. The agency worked with OSHD to begin offering inmate vaccinations last week.

Health Services implemented a three-phase plan to vaccinate inmates. Phase 1 included facilities with infirmaries and high-risk inmates. The agency received 3,300 doses of Moderna last week and anticipates receiving another 5,500 doses of Moderna along with 4,400 doses of Johnson & Johnson next week. As of March 15th, approximately 1,500 inmates have received the first vaccine. The agency anticipates all vaccines will be administered by the end of April.

Director invited Acting Chief of Strategic Engagement (COSE) Millicent Newton-Embry up to the podium to provide acknowledgment to all staff involved in the vaccination initiative.

COSE Newton-Embry commended staff for all their efforts and indicated this initiative would not be possible without the teamwork.

Director Crow mentioned the efforts of the OSHD and thanked OSHD for their assistance.

### **C. Visitation Reinstatement**

Director Crow stated the inmates, their families and supporters have been extremely understanding during the suspension of visitation. Director Crow went on to state he understood how valuable family support is to the inmates and is very pleased the agency is able to resume visitation throughout all facilities.

- Visitation will resume on Thursday, April 1, 2021 and will be open to all approved visitors.
- To prioritize the safety of inmates and staff, ODOC will continue to follow CDC and Oklahoma State Department of Health guidelines.
- Visitations will be offered multiple days a week by appointment and limited to two hours.
- Visitation will be structured to accommodate social distancing.
- Visitors will be required to wear a facemask provided by the facility while on facility grounds.
- Visitors will be required to complete a health-screening questionnaire and have their temperature measured before entering visitation rooms.
- Visitors presenting COVID-19 symptoms will be required to leave facility grounds

The Director mentioned the known risks of resuming visitation and indicated the process would be closely monitored. Director reiterated the importance of visitation for inmates and their families.

Board Members inquired about visitation approval.

Director indicated there is a formal approval process that has been in place for many years and is initiated at the facility level.

Board Members inquired about the status of programs.

Director indicated many programs and inmate jobs have been reopened and as the restrictions are lifted more programs will become available.

There was no further discussion.

## **5. Chief of Operations Update**

Chief of Operations Mike Carpenter welcomed everyone and provided the following updates:

### **A. ICON Update (New OMS System)**

#### **Historical Review**

- The current OMS system was implemented in the mid-1990's. The system was older technology then and has not aged well.
- The agency began discussions about a new system in the early 2000's, but budget constraints prevented a robust conversation. This also led to a lack of updates and upgrades for the system.
- In April of 2017, a Business Case for a new system was created in partnership with the Persimmon Group of Tulsa, Oklahoma. This then led to the creation of system requirements of which there were originally around one thousand five hundred and fifty (1550) requirements. This was rolled up to a final number of approximately five hundred and fifty (550) requirements.
- An RFP was conducted in partnership with OMES beginning in July 2019, and a notice to award was granted in January 2020. This is a remarkable time frame for a full RFP to be completed.
- A contract was signed with Marquis Software Development of Tallahassee, Florida for the application and system implementation. Additional contracts were signed with Arrowhead Consulting of Tulsa, Oklahoma for project management and organizational change management and with KPMG for Independent Verification and Validation. These partnerships have been instrumental in the success of the project.
- The total cost of software development was contracted at \$21,996,488 and the total project cost was estimated at \$30,000,000. The total project included internal project staff, the migration to Office 365, a Business Intelligence model, and a Document Management model. There is also a component of improving our computing power across the whole of the agency. All of these components together are necessary to move the agency out of the mid 1970's.
- The project is divided into five build years (which may not be tied to any specific calendar dates) the project is just now finishing year one with a "go-live" for Probation and Parole for May 2021.

#### **Current Status**

- The project is currently in Phase Two (of three phases) of User Acceptance Testing.
- The application will be hosted in the Azure Government Cloud and this environment has been built, stabilized, and is prepared for use.
- A forward and back bridge is being constructed so the new system and old system can remain in sync with each other and this is approximately 90% complete.
- All components for Probation and Parole are built and in some version of testing except for the Offender Time Calculation and this component will be under some form of construction for the full five years of project build. The P&P version of OTC will be complete and tested for go live.
- Many internal interfaces are complete. External interfaces are planned but not yet underway due, in large part, to the bridge not being complete. In phase two of the project, scheduled to begin in mid to late June of 2021, some

interface construction will begin. It is noted that many of these interface constructions will require interaction with and cooperation from outside entities and will have their own “mini project schedules” outlining completion expectations.

- The agency has migrated to Office 365 with large assistance from ISD and their efforts to move the state in that direction.
- The team has completed many steps necessary to the adoption of thin client technology and the team is working now on a computer refresh for P&P utilizing thin clients.
- Training plans are made for all P&P staff and will begin on April 19, 2021. This training is statewide and includes computer labs (using thin clients) so all P&P staff can see the new system and in the working environment they will use after go-live. This training is robust in nature and will continue long after the go-live date.
- The project has utilized approximately thirty (30) Subject Matter Experts (SME) from P&P staff. These SME’s will remain as power users and aid and assist all P&P staff with the conversion to the new system. The SME’s have also been instrumental in the development, testing, prioritizing, and construction of the system. These regular Probation and Parole Officers and Supervisors are the true heroes of the build, as they have dedicated a large portion of the last year to the success of the project.

#### **Project Particulars**

- The project budget was estimated at \$30M at the outset of the project. This allowed for the software development, additional components described above, and permanent project staff. These project staff will remain as ICON coordinators after the completion of the build. They will be instrumental in maintaining the system, training users, creating, and managing change to keep up with policy and law changes, and maintaining the system currency throughout its life.
- The legislature has graciously provided two annual appropriations for this project of \$4.8M for a total of \$9.6M. In the first fiscal year ('20) the agency expended a total of \$2,763,366 on the project including staff. To date (as of February 28, 2021) in fiscal year 21 the agency has expended \$6,990,177, again, including staff.
- The agency is asking the legislature to provide an appropriation this year of \$7M to continue the project into the future.
- The project has, at this time, twelve (12) permanently assigned agency staff who work in the project build daily.

#### **The Future**

- Planning will begin for Phase Two in coming weeks. The team has compiled a list of all components that fit into phase two and meetings will be held to definitively decide what components get built and implemented the next phase. This will likely include institutional offender time management and reception at a minimum.
- The team will also begin in depth talks with the Courts for some form of integration between their system and ICON. The team will also complete an integration with ACISS which is an investigative case management tool in use by many state entities and some federal law enforcement groups.



Board Members inquired about the migration process from the old system to the new system.

COO Carpenter indicated the team has not started the migration phase. There are companies that can transfer the data. This process will probably be solidified in year four of the project.

Board Members clarified the thin client refresh is part of the Microsoft 365. This means the cost is virtually nothing.

COO Carpenter confirmed and indicated the only cost incurred will be the build.

### **B. February's Severe Weather Update**

The Winter Storm of 2021 was certainly a test for the agency. From Friday, February 12, 2021 to Sunday, February 21, 2021, the agency suffered continuous mechanical and maintenance breakdowns that required around the clock efforts by facility staff and the agency Construction and Maintenance Unit. To date, March 17, 2021, the agency has identified \$108,473 in costs and overtime related to the storm response.

The rolling blackouts caused the agency to rethink preparedness as concern grew that the sudden start/stop of equipment may cause additional issues. A total of eighty-two (82) serious maintenance issues impacting heat, drinking water, electricity, or some facility system were encountered during this week.

Facility staff, construction and maintenance staff, and officers, pressed into service becoming maintenance assistants, part and emergency equipment transporters, and issue monitors to keep up with the demand.

The temperature of all living areas became one of the most important data points in the agency. Even in places where we didn't have issues with mechanical breakdowns, there was still trouble with heating systems keeping up. The challenge often became keeping up with the availability of resources to direct staff and equipment to the most critical location on a moment's notice. Prioritizing became a buzzword very early on.

The inventory of emergency equipment was all but depleted several times. In some cases, the team was moving from an "issue fixed" location to an "issue broken" location continuously to keep up with the needs.

Four-wheel drive vehicles saved the week. Ten years ago, the agency had almost zero and the emergency response team would not have been able to support facilities as they did during this week. The agency has come a long way with their emergency response equipment; however, if a similar situation were to arise, the agency would benefit from additional emergency response equipment.

It is important to note individuals in the agency's care never went without their basic needs being met. Temperatures never went below fifty-five degrees and that was only for short periods of time; most units stayed at least sixty degrees. When water issues arose, drinking water through other means was provided. Generators were on site to assist with the electric demands.

COO Carpenter provided an overview of DCCC specific issues with heating and water and described facility staff's efforts on overcoming those issues.

Board Members inquired about lessons learned from this event.

COO Carpenter indicated the agency has come a long way in the past ten years and had many measures in place such as the emergency response team. He went on to state more equipment would always be beneficial.

Director indicated there are many failures out of the agency's control, for instance, water supplies that are supported from the city's water.

Board Members mentioned the importance of receiving the bond funds.

COO Carpenter stated the agency was very thankful for the bond funds because it could have been much worse.

No there was no further discussion.

## 6. Warden Appointments

Division of Institutions Director Jason Bryant welcomed everyone and provided the biography of the following interim wardens and requested approval for their appointments:

### A. John Lilly Correctional Center (JLCC) Interim Warden Terry Tuggle

Mr. Terry Tuggle began his career with the Oklahoma Department of Corrections in 1985 as a Food Service Superintendent at the Oklahoma State Penitentiary in McAlester, Oklahoma. In 1996, he was promoted to Food Service Superintendent II at the Jess Dunn Correctional Center. Mr. Tuggle was detailed as Deputy Warden in 1996 at JDCC. He resumed the position of Food Service Superintendent II in 1996 and continued until 1997. Mr. Tuggle was promoted to Unit Manager in 1997 at JDCC. In 2001, Mr. Tuggle was again detailed as Deputy Warden. Six months later, he resumed his position as Unit Manager where he served until 2019. In 2019, Mr. Tuggle was promoted to the Deputy Warden position. In 2020, Mr. Tuggle was promoted to the Interim Warden at the John Lilley Correctional Center.

Board Members provided their support and words of encouragement.

**Motion:** Mr. Siegfried made the motion to approve the appointment of Terry Tuggle to Warden at JLCC. Dr. LaFortune seconded the motion.

Randy Chandler	Approve	Stephan Moore	Approve
Betty Gesell	Approve	Calvin Prince	Approve
Joseph Griffin	Absent	T. Hastings Siegfried	Approve
Lynn Haueter	Approve	Daryl Woodard	Absent
Dr. Kathryn LaFortune	Approve		

Appointment of JLCC Warden Tuggle was approved by majority vote.

Warden Tuggle thanked God, the Board Members, Director Crow, COO Carpenter, and Chief of Staff (COS) Farris for having confidence in his ability. Warden Tuggle indicated he would serve the agency to the best of his ability.

There was no further discussion.

### B. James Crabtree Correctional Center (JCCC) Interim Warden Scott Nunn

Scott Nunn began his career with the Oklahoma Department of Corrections in

1990 as a Correctional Officer at Joseph Harp Correctional Center. In July 1998, he was promoted to Case Manager, holding that position until December of 2013 when he became an Administrative Programs Officer II for Classification/Population. In December 2017, he was appointed to the Security and Facilities Operations Manager position for Region III. In December 2018, Scott was appointed to the position of Facility Director at Union City Community Corrections Center. In August 2020, Scott was named Interim Warden at James Crabtree Correctional Center.

Board Members provided their support and words of encouragement.

**Motion:** Mr. Siegfried made the motion to approve the appointment of Scott Nunn to Warden at JCCC. Dr. LaFortune seconded the motion.

Randy Chandler	Approve	Stephan Moore	Approve
Betty Gesell	Approve	Calvin Prince	Approve
Joseph Griffin	Absent	T. Hastings Siegfried	Approve
Lynn Haueter	Approve	Daryl Woodard	Absent
Dr. Kathryn LaFortune	Approve		

Appointment of JCCC Warden Nunn was approved by majority vote.

Warden Nunn thanked the Board Members, Director Crow, COO Carpenter, and COS Farris for allowing him the opportunity to serve the agency. Warden Nunn indicated it was an honor to receive the position and indicated he has had the privilege of working for the agency for three decades and being named Warden of JCCC is the highlight of his career. Warden Nunn went on to state he read a quote recently that stated “If you work hard, do well, you get to walk through the door of opportunity. It is important not to slam it shut behind you, reach back and give others the same chance you received.” Warden Nunn thanked everyone for the chance and stated he would also leave the door open for others to succeed.

There was no further discussion.

**C. Oklahoma State Penitentiary (OSP) Interim Warden Jim Farris**

Warden Farris began his career with the Oklahoma Department of Corrections in 1991 as a correctional security officer at the Oklahoma State Penitentiary. In 1992, he transferred to Mack Alford Correctional Center where he served as a Correctional Officer, Case Manager, Correctional Counselor, Unit Manager and Warden’s Assistant. In 2011, he was promoted to Deputy Warden at the Howard McLeod Correctional Center. In 2013, he was appointed Warden of the Lexington Assessment and Reception Center where he served until assuming the leadership as Warden of the Jess Dunn Correctional Center in 2016. In July 2019, he was appointed Warden of the Howard McLeod Correctional Center until December 2019 when he assumed leadership as Warden of Mack Alford Correctional Center. In 2020, he was appointed as Interim Warden of Jackie Brannon Correctional Center and Oklahoma State Penitentiary. Warden Farris received his bachelor’s degree in Criminal Justice from Southeastern Oklahoma State University in 1990.

**Motion:** Mr. Siegfried made the motion to approve the appointment of Jim Farris

to Warden at OSP. Dr. LaFortune seconded the motion.

Randy Chandler	Approve	Stephan Moore	Approve
Betty Gesell	Approve	Calvin Prince	Approve
Joseph Griffin	Absent	T. Hastings Siegfried	Approve
Lynn Haueter	Approve	Daryl Woodard	Absent
Dr. Kathryn LaFortune	Approve		

Appointment of OSP Warden Farris was approved by majority vote.

Warden Farris thanked the Board Members, Director Crow, COO Carpenter, and COS Farris for allowing him the opportunity to serve the agency. Warden Farris indicated he is very competitive and is ready to accept the challenge to make his facility the best in the state.

There was no further discussion.

## **7. Chief of Strategic Engagement Update**

Justin Wolf welcomed everyone and provided the following updates:

### **A. Legislative Update**

Mr. Wolf provided an overview of the legislative process and provided a status update on the agency's request bills. The agency had ten (10) request bills, two (2) of the bills failed. House Bill 1645 failed; this was the pay increase for probation and parole officers. House Bill 2332 failed; this bill was cleanup language pertaining to who appoints and affixes the salary of the director. House Bill 2332 language has been placed into another bill.

### **B. 2020 Criminal Justice Reclassification Coordination Council Report Overview**

Mr. Wolf provided a brief overview of the history of the council which was implemented in 2018 with twenty-two (22) members.

The council has categorized felonies Y and A through D; they have been working on which crimes should go into each category along with ranges of punishment for each category. The goal is to reduce or maintain prison population. As they are closing in on a final version, they have asked ODOC to analyze projected cost and impact.

There was no further discussion.

## **8. Inmate/Offender Population Update**

Acting Population Director Travis Gray provided an overview of the inmate/offender population as of February 26, 2021. A copy of the overview was included in the BOC packet for March 17, 2021.

There was no further discussion.

## **9. Agency Budget Update**

Chief Financial Officer (CFO) Ashlee Clemmons welcomed everyone and provided

the following overview:

**A. FY 2021 BOC Budget Overview**

CFO Clemmons provided an overview of the FY 2021 BOC Budget. A copy of the overview was included in the BOC packet for March 17, 2021.

There was no further discussion.

Chairman Siegfried called a ten (10) minute recess at 2:49PM. Meeting resumed at 3:01PM

**10. FY2021 – Second Quarter Internal Financial Audit**

Chief Compliance Officer Penny Lewis welcomed everyone and provided an overview of the FY2021 Second Quarter Internal Financial Audit. A copy of the overview was included in the BOC packet for March 17, 2021.

There was no further discussion.

**11. Approval of Board of Corrections Policy**

Chief Compliance Officer Penny Lewis provided an overview and requested approval of the following polices:

- A. P-100100 “Training and Staff Development Standards”**
- B. P-110100 “Uniform Personnel Standards”**
- C. P-130100 “Annual Inspections and Monitoring”**
- D. P-140100 “Inmate Medical, Mental Health and Dental Care”**
- E. P-150100 “Physical Plant Standards and Long-Range Plant Development for Correctional Facilities”**
- F. P-150500 “Eight Year, System-wide Capital Improvement Program”**
- G. P-160100 “Purpose and Function of Probation and Parole”**
- H. P-090200 “Public Works Programs of the Oklahoma Department of Corrections”**

A copy of the overview was included in the BOC packet for March 17, 2021.

**Motion:** Mr. Siegfried made the motion to approve of all above listed policies Mr. Prince seconded the motion.

Randy Chandler	Approve	Stephan Moore	Approve
Betty Gesell	Approve	Calvin Prince	Approve
Joseph Griffin	Absent	T. Hastings Siegfried	Approve
Lynn Haueter	Approve	Daryl Woodard	Absent
Dr. Kathryn LaFortune	Approve		

Approval of all above listed polices were approved by majority vote. There was no further discussion.

**12. Unit Spotlight**

**A. Education Overview**

Superintendent Jeana Ely thanked everyone for allowing her to attend and present an overview of education. Ms. Ely provided the following overview:

The ODOC Education Program currently has over one thousand five hundred

(1,500) inmates enrolled in Adult Basic Education classes at twenty-three (23) sites statewide, eighteen (18) correctional centers and five (5) community correction). In addition, fifteen (15) sites also host college classes for almost three hundred and fifty (350) inmates and work with seven (7) colleges and universities across the state. The Education program is also responsible for teaching Principal Life Skills for inmates who will soon reenter society and for administering the new arrival testing at each facility. Between all these programs we improve the lives and employability of over two thousand (2,000) inmates daily. These numbers are based on COVID protocols and allowable activities. As we continue to approach normal operations, these numbers continue to grow. In the past ten (10) years this Education program has been responsible for aiding eleven thousand two hundred and ninety-six (11,296) individuals in achieving their High School Equivalency (HSE) goals.

**Staff:**

The main administrative staff includes the superintendent, and two Senior Principals. The Superintendent's office is in Oklahoma City. Senior Principal, Jack Bowers, is based at James Crabtree Correctional Center and supervises the western side of the state. Senior Principal, Dan Hattaway, is based at Eddie Warrior Correctional Center and supervises the eastern side of the state.

The teaching staff at each site, consists of one Correctional Teacher II (CT II) or Principal and the teachers termed Correctional Teacher I (CT I). The number of CT I's at each site is dependent on the relative size of the program. This not only includes the number of inmates enrolled, but also the amount of program space available and the needs of the facility. The sizes of the programs at each site range from about fifty (50) to three hundred (300) enrolled inmates.

Currently, there are eighty-eight (88) filled Education positions. Three (3) administrative, fourteen (14) CTII, sixty-five (65) CT I and six (6) temporary part-time. The size of the education staff at each site ranges from 3 to 7. All educators must have a current teacher certification to be employed. Many have retired from public school with extensive teaching experience.

By law our teaching salaries are calculated beginning with the minimum state teaching salary schedule.

**Funding:**

Funding for education program's temporary teachers, classroom consumables, software, and IT equipment comes from three (3) federal grants. The grants include Adult Basic Education Grant governed by Oklahoma Department of Career and Technology, Neglected and Delinquent, Title I Grant governed by the State Department of Education, and the Special Education Grant also governed by the State Department of Education. The Education Unit reports the enrolled students and their progress through software that is reviewed by state and federal authorities. The ODOC Education Program was recognized in 2019 as the state's most outstanding Adult Basic Education program for our documented work with adult students.

Additionally, many of the agency's college enrolled students have benefitted from the Second Chance Pell Grant that allows qualified inmates to get funding as they

work towards a degree. Three facilities have the Second Chance Pell Grant. The following colleges participate in the Second Chance Pell Grant Tulsa Community College, Langston University, and Connors State College, Western Oklahoma State College, and Rose State College. The following facilities work with the colleges to offer the Second Chance Pell Grant: Dick Conner's Correctional Center, Eddie Warrior Correctional Center, and Jess Dunn Correctional Center.

In the last legislative session, the federal government opened the regular Pell to inmates who would qualify for Pell benefits if they were still out on the streets. As a result, many colleges in Oklahoma are beginning to try to open their doors to qualified inmates.

Board Members inquired about the additional colleges.

Ms. Ely indicated the additional colleges Eastern Oklahoma State University, Oklahoma City University, and South Western Oklahoma State University.

**Education Program:**

ODOC Education operates as the Lakeside School District and is accredited by the Oklahoma State Department of Education. The accreditation is approved annually. The main site for Lakeside Schools is OSR in Granite.

Much of what is done revolves around testing. When inmates come to a facility each is given a Test of Adult Basic Education (TABE) to determine if they have an educational need. They are also asked about their success in completing high school. The individuals who are enrolled in regular ABE classes are those who do not have a high school diploma or its equivalent.

The ABE program is broken down into three levels, Literacy, Pre-High School Equivalent (PHSE) and High School Equivalent (HSE). Before a student is placed into one of these levels, each is given a TABE 11/12 to determine their grade appropriate placement. Each quarter the student is reassessed to measure gains made. For students in Literacy and PHSE, if they achieve a high enough score on their quarterly test, the student can complete the class and is awarded completion credits for their efforts.

The students in the HSE program must also take quarterly tests. However, they can only complete the class if they pass the HiSET exam. By passing the HiSET exam, the student earns a high school diploma. This test is offered for free to any inmate that is enrolled in the education program and has demonstrated mastery of skills at a level that makes the passing of the HiSET exam a real possibility. In FY20 there were eight hundred and thirty-one (831) completions.

**Instruction:**

Education courses are designed to be conducted in a blended learning style. This happens two ways, face-to-face and using self-paced computer software. There are experienced teaching staff at each site who can teach the skills their students need to advance academically. Also, there are several software programs to address the needs of students at all levels, including those with learning disabilities such as dyslexia. These programs are self-paced and focus on the skills needed to advance in our education program and ultimately pass the HiSET exam.

**Completions:**

As students work through the education program, the college program or through the Principal Life Skills class, there is a reward for doing well. For class completions, students are awarded credits.

Principal Life Skills	30 credits
Literacy completion	30 credits
PHSE completion	30 credits
HSE completion	90 credits
Complete 6 college hours	30 credits
Associate degree	100 credits
Bachelor degree	200 credits

In FY20, four hundred and twenty-eight (428) students completed Literacy, seven hundred seventy-six (776) completed PHSE, eight hundred and thirty-one (831) completed HSE, one thousand eight hundred and sixty-four (1864) completed Life Skills and thirty-four (34) completed college. The total number of credits awarded for completions last fiscal year was approximately one hundred sixty-three thousand (163,000).

Ms. Ely indicated the Education program is a benefit not only to inmates but also to society by providing inmates with the ability and skills to successfully re-enter society and becoming productive citizens. Education also assists with the reduction of recidivism.

Board Members asked if good behavior could be related to level of education.

MS. Ely indicated that she would like to think yes. Keeping an inmate's mind busy provides less time for the inmate to focus on negative initiatives.

Director Crow indicated education also provides inmates a self-esteem boost.

Ms. Ely indicated she has been very thankful for her staff during the pandemic.

Board Members asked about the differences between females interested in education and males interested in education.

Ms. Ely indicated that females seem to learn early how important education is for their future. She also went on to state that it takes a little more counseling for the male population to get them interested in trying education again. This is because many of them have had a bad experience or an undiagnosed learning disability which hindered them in the past.

Board Members asked if education receives any high school records.

Ms. Ely indicated they do for the special education population, but by the time they come to the adult facility they are usually way out of date.

Board Members asked about what type of testing is conducted.

Ms. Ely Indicated each facility has a special education teacher on site and while they do not do the official testing these teachers are able to recognize the signs of learning disability.

Board Members asked about what grade level must be met to be considered for the literacy program.

Ms. Ely indicated sixth grade.

Board Members asked if Lexington Assessment and Reception Center (LARC) intake response.

Ms. Ely They are required to test them during the reception process but since the inmates are going through so much during their stay at LARC, it is not the best environment to test the inmates there. The inmates are instead tested at their



first facility after leaving LARC.

There was no further discussion.

### **13. Committee Reports – Standing Committees:**

#### **B. Executive**

**Chairman** Hastings Siegfried

**Members** Lynn Haueter and Dr. Kathryn LaFortune

Members in this committee discussed the proposed agenda for the board meeting, logistics of the warden interviews, and COVID updates.

There was no further discussion.

#### **C. Population/ Security/ Private Prisons**

**Chairman** Calvin Prince

**Members** Hastings Siegfried and Lynn Haueter

Members in this committee discussed BOC routine updates, the private prison contract (the contract has been submitted to OMES for approval), medical transports and what the protocols are for sending them to Lindsay or OU versus another hospital, and the electronic monitoring program.

There was no further discussion.

#### **D. Public Policy/ Affairs/ Criminal Justice**

**Chairwoman** Betty Gesell

**Members** Joe Griffin, Dr. Kathryn LaFortune, and Stephan Moore

Members in this committee discussed the legislative update, commutation process, and resources available to inmates through reentry, and the ID process.

There was no further discussion.

#### **E. Audit and Finance**

**Chairman** Randy Chandler

**Members** Hastings Siegfried, Lynn Haueter, and Daryl Woodard

Members in this meeting discussed the budget, the current surplus and what areas could use funds that have been previously neglected, the hepatitis C process (currently, the agency is treating the most severe), payroll continuing to be the biggest expenditure, county jail back up costs and possible roll over funds, and the construction bonds.

There was no further discussion.

### **14. New Business**

There was no new business.

### **15. Approval to Enter into Executive Session**

Pursuant to 25 O.S. § 307(B)(9), the Board of Corrections may discuss in Executive

Session matters involving safety and security at state penal institutions or correctional facilities used to house state inmates.

**A. North Fork Correctional Center (NFCC) Security Briefing**

**Motion:** Chairman Siegfried made a motion to enter Executive Session. Mr. Prince seconded the motion.

Randy Chandler	Approve	Stephan Moore	Approve
Betty Gesell	Approve	Calvin Prince	Approve
Joseph Griffin	Absent	T. Hastings Siegfried	Approve
Lynn Haueter	Approve	Daryl Woodard	Absent
Dr. Kathryn LaFortune	Approve		

Approval to enter Executive Session was approved by majority vote at 3:36 PM

**16. Approval to Return from Executive Session**

**Motion:** Chairman Siegfried made a motion to return from Executive Session. Mr. Prince seconded the motion.

Randy Chandler	Approve	Stephan Moore	Approve
Betty Gesell	Approve	Calvin Prince	Approve
Joseph Griffin	Absent	T. Hastings Siegfried	Approve
Lynn Haueter	Approve	Daryl Woodard	Absent
Dr. Kathryn LaFortune	Approve		

Approval to return from Executive Session was approved by majority vote at 4:11 PM

**17. Adjournment**

**Motion:** Chairman Siegfried made a motion to adjourn the meeting. Mr. Haueter seconded the motion.

Randy Chandler	Absent	Stephan Moore	Approve
Betty Gesell	Approve	Calvin Prince	Approve
Joseph Griffin	Absent	T. Hastings Siegfried	Approve
Lynn Haueter	Absent	Daryl Woodard	Absent
Dr. Kathryn LaFortune	Approve		

There being no further business to discuss, adjournment of the meeting was approved by majority vote at 4:13PM.

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Tasha Parker, Minutes Clerk

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Date

I hereby certify that these minutes were duly approved by the Board of Corrections on May 19, 2021 in which a quorum was present and voting.

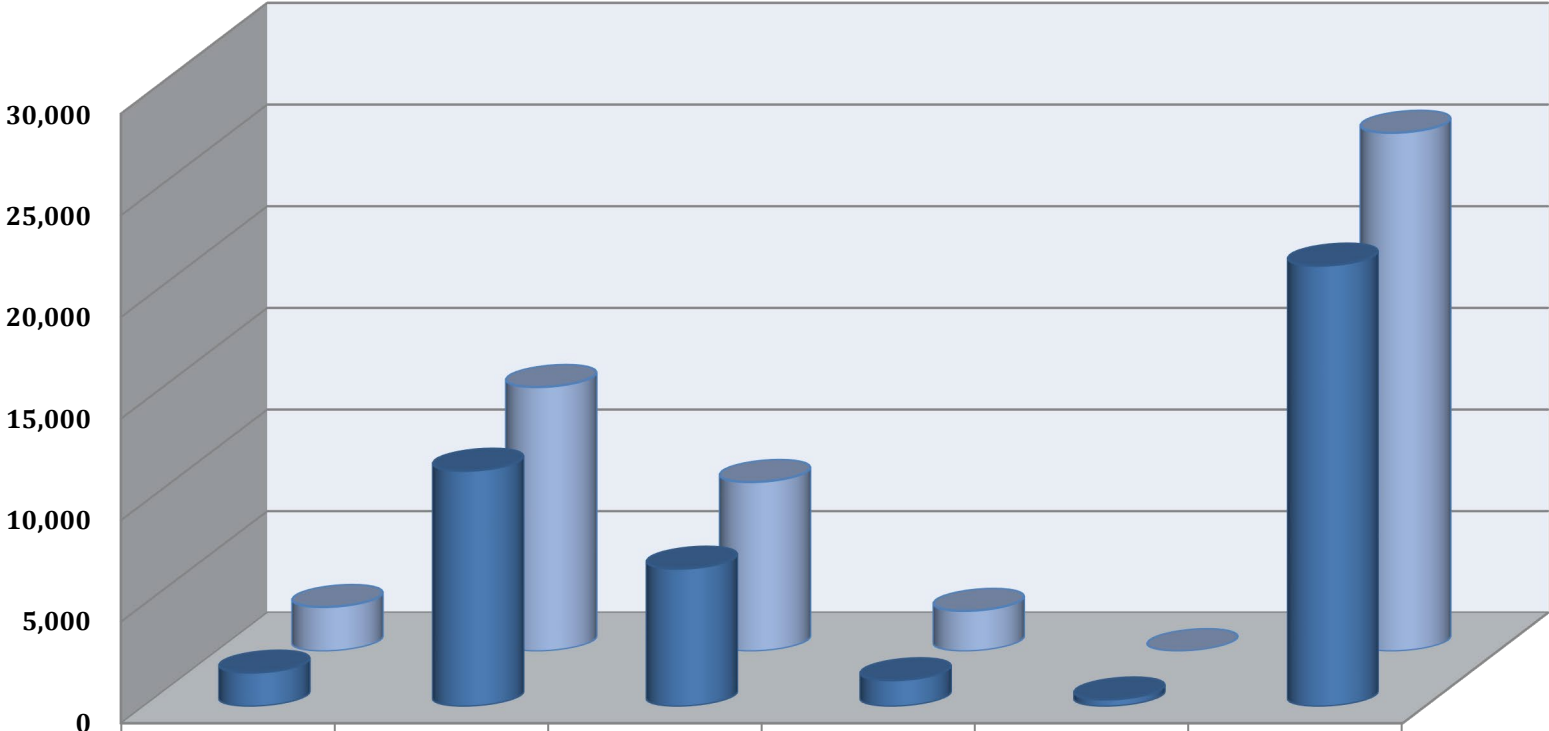
X

Dr. Kathryn LaFortune, Secretary  
Board of Corrections

DRAFT

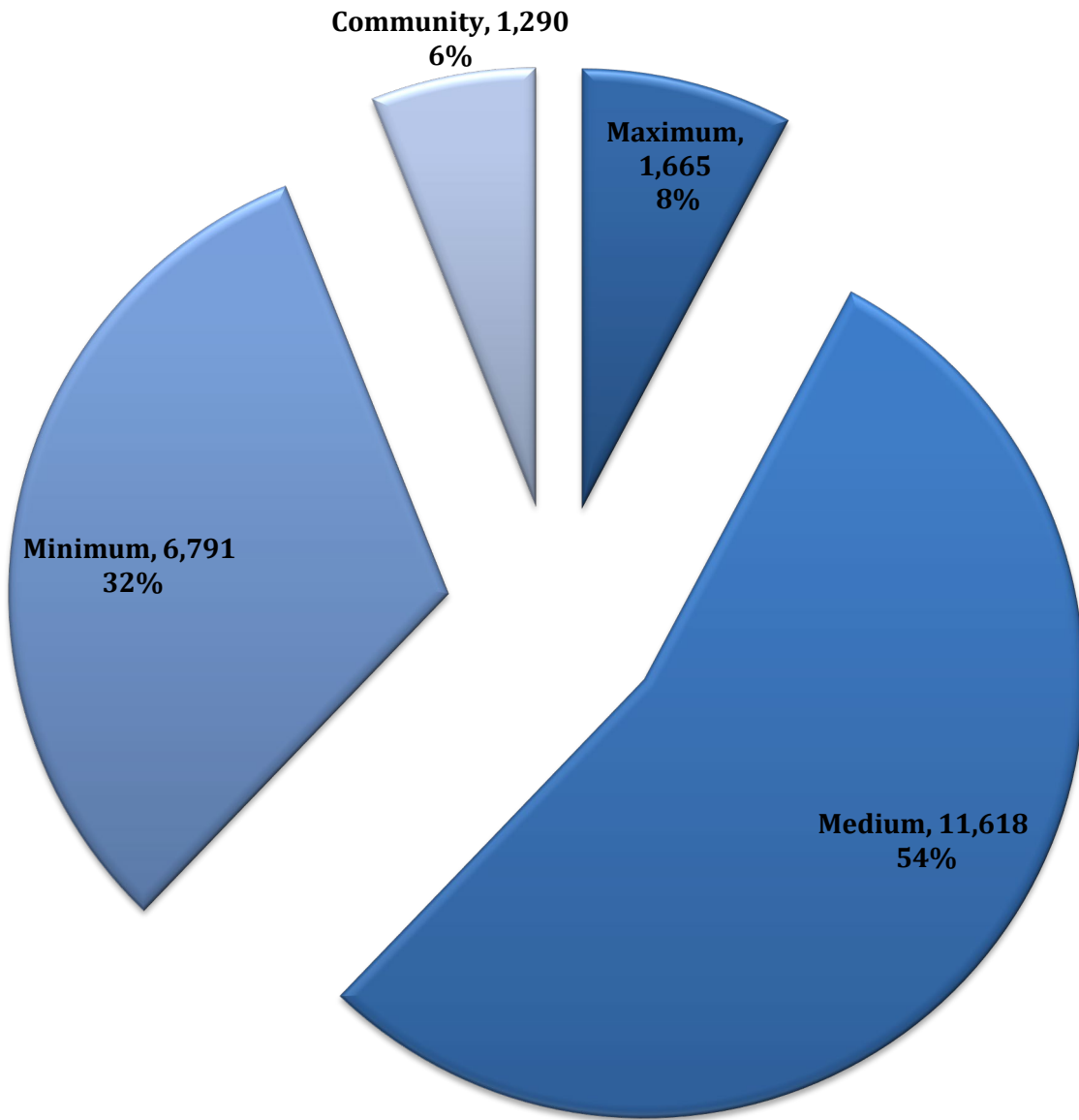
<b>Incarcerated Inmate Grand Total</b>	<b>Females</b>	<b>Males</b>	<b>Total</b>	<b>Community Supervision Offender Grand Total</b>	<b>Females</b>	<b>Males</b>	<b>Total</b>
Current Population	2,144	19,562	21,706	Current Population	6,381	22,583	28,964
Population Last Year	2,440	21,511	23,951	Population Last Year	7,378	24,153	31,531
Change from last year	(296)	(1949)	(2245)	Change from last year	(997)	(1570)	(2,567)
<b>State Facilities</b>	<b>Females</b>	<b>Males</b>	<b>Total</b>	<b>Probation Supervision</b>	<b>Females</b>	<b>Males</b>	<b>Total</b>
Current Population	2,038	14,891	16,929	Current Population	5,140	18,305	23,445
Population Last Year	2,428	15,273	17,701	Population Last Year	5,801	19,036	24,837
Change	(390)	(382)	(772)	Change	(661)	(731)	(1,392)
<b>Private Prisons</b>	<b>Females</b>	<b>Males</b>	<b>Total</b>	<b>Parole Supervision</b>	<b>Females</b>	<b>Males</b>	<b>Total</b>
Current Population	0	4,267	4,267	Current Population	549	2,465	3,014
Population Last Year	0	5,530	5,530	Population Last Year	478	2,184	2,662
Change	0	(1263)	(1263)	Change	71	281	352
<b>County Jail Contracts</b>	<b>Females</b>	<b>Males</b>	<b>Total</b>	<b>GPS</b>	<b>Females</b>	<b>Males</b>	<b>Total</b>
Current Population	0	13	13	Current Population	113	190	303
Population Last Year	0	13	13	Population Last Year	156	425	581
Change	0	0	0	Change	(43)	(235)	(278)
<b>Halfway Houses</b>	<b>Females</b>	<b>Males</b>	<b>Total</b>	<b>Community Sentencing</b>	<b>Females</b>	<b>Males</b>	<b>Total</b>
Current Population	74	81	155	Current Population	579	1,623	2,202
Population Last Year	0	479	479	Population Last Year	943	2,505	3,448
Change	74	(398)	(324)	Change	(364)	(882)	(1,246)
<b>Out Count</b>	<b>Females</b>	<b>Males</b>	<b>Total</b>	<b>County Jail Transfers Pending</b>	<b>Females</b>	<b>Males</b>	<b>Total</b>
Current Population	32	310	342	Current Population	52	754	806
Population Last Year	12	216	228	Population Last Year	85	838	923
Change	20	94	114	Change	(33)	(84)	(117)
<b>Total System Population</b>	<b>Females</b>	<b>Males</b>	<b>Total</b>				
Current System Population	8,577	42,899	51,476				
Population Last Year	9,903	46,502	56,405				
Change	(1,326)	(3,603)	(4,929)				

### Inmate and Bed Distribution April 30, 2021

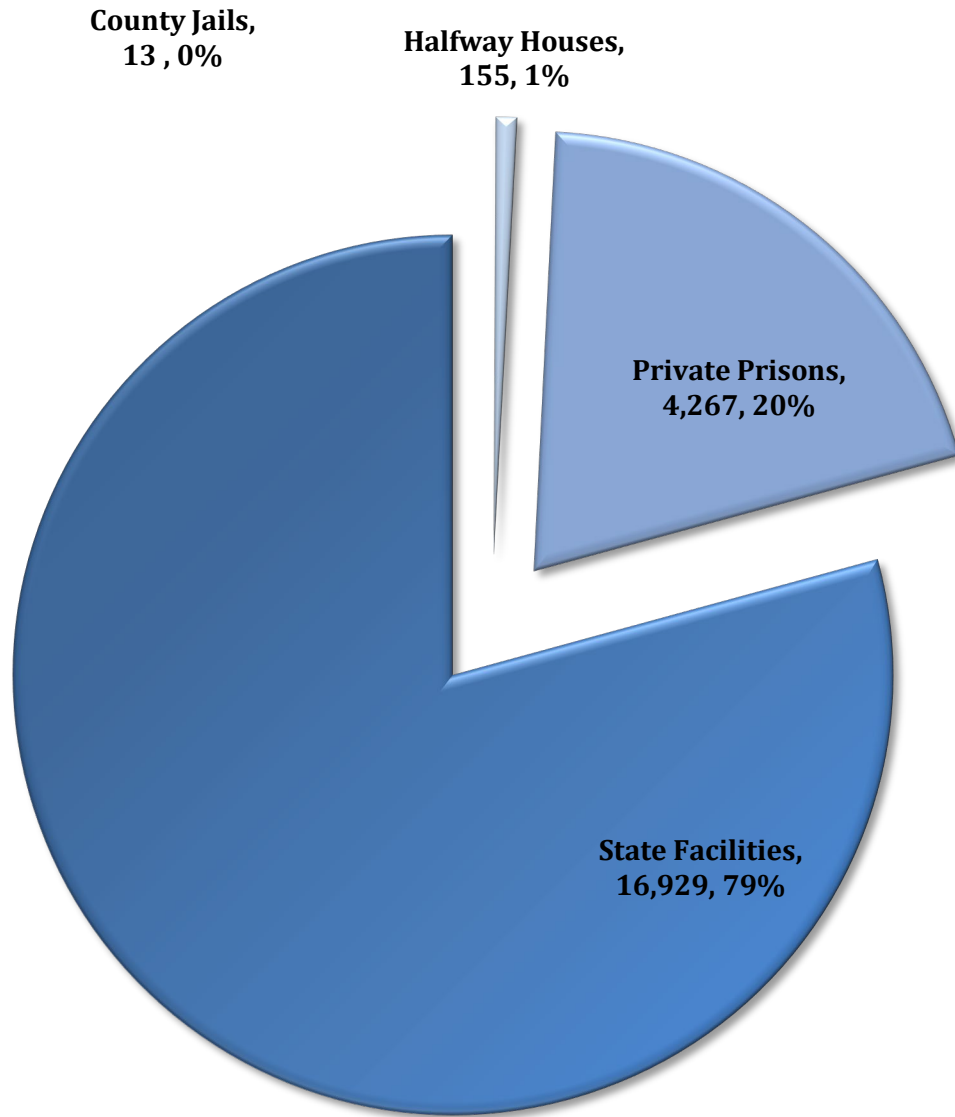


	Maximum	Medium	Minimum	Community	Outside Total	Total
<b>Inmates</b>	1,665	11,618	6,791	1,290	342	21,706
<b>Rated + Temporary Beds</b>	2,178	13,011	8,339	1,987	0	25,515

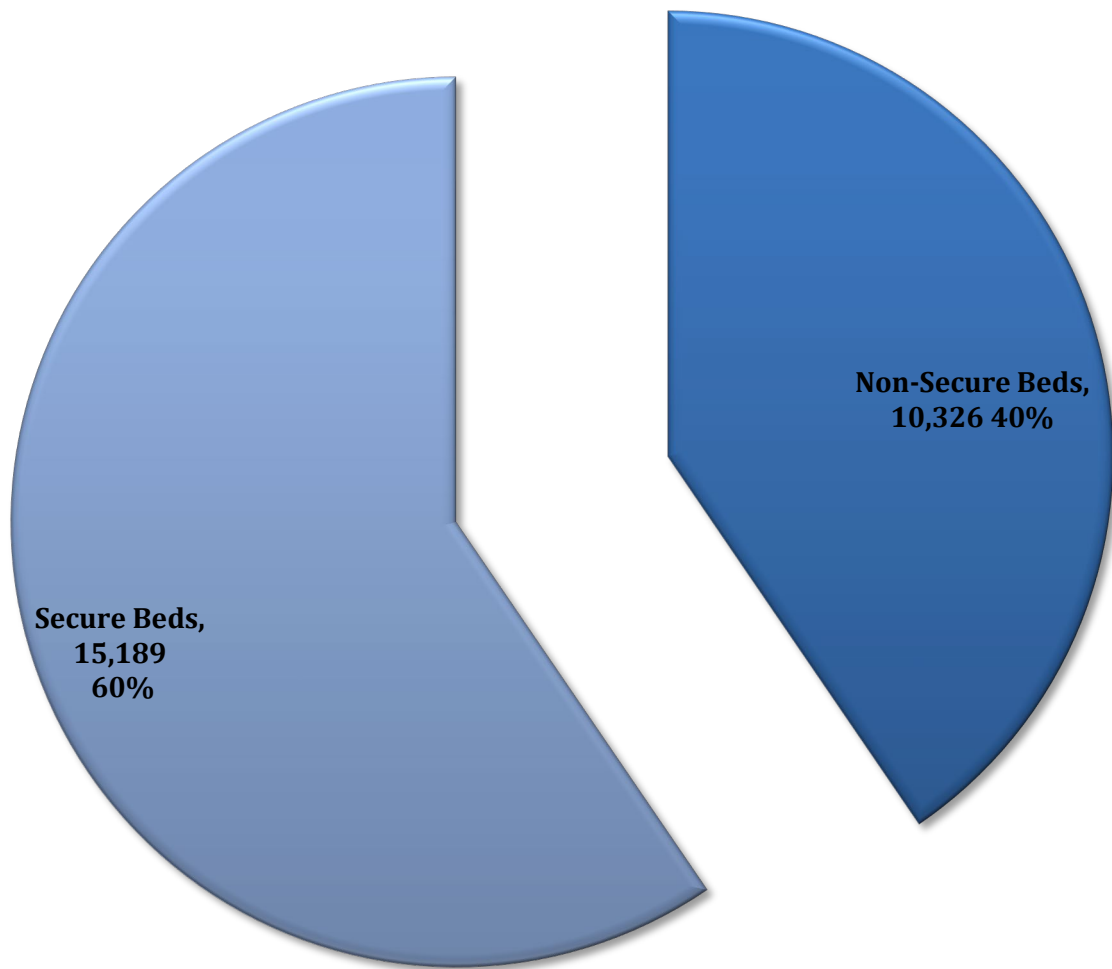
**Inmate Distribution by Security Level  
April 30, 2021**



**INMATES IN STATE FACILITIES VS. CONTRACT FACILITIES  
APRIL 30, 2021**



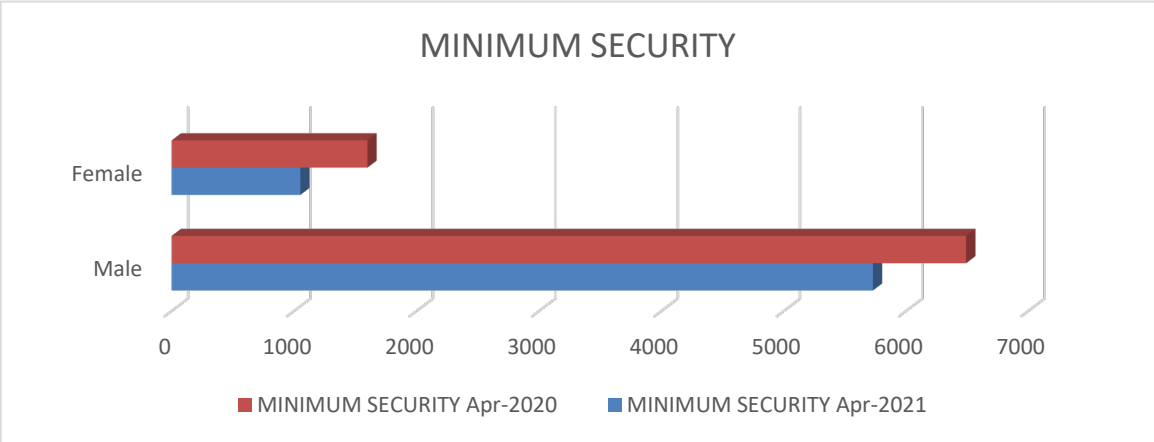
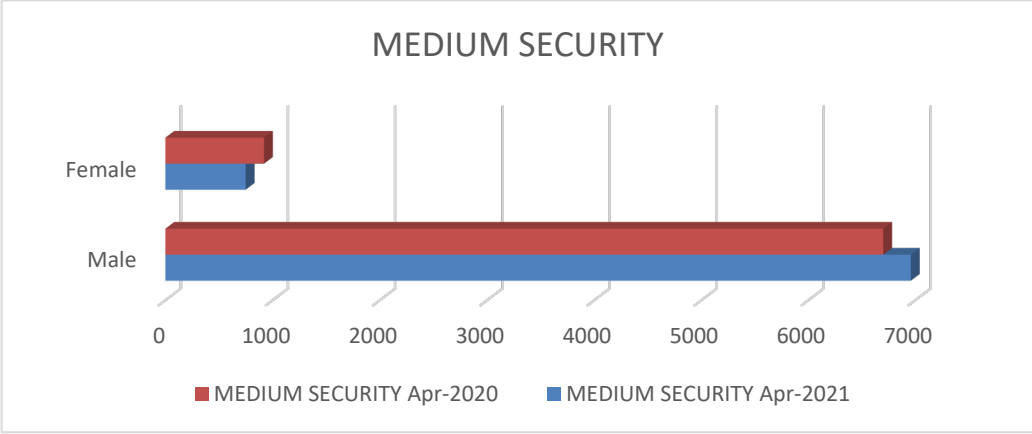
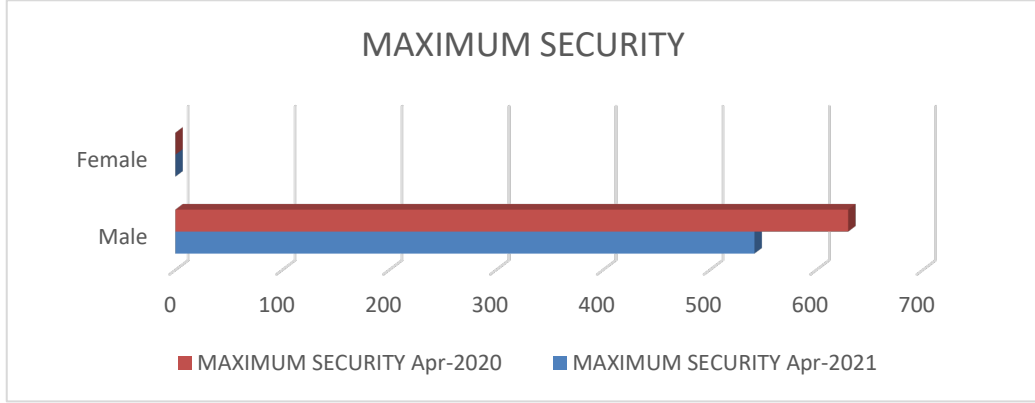
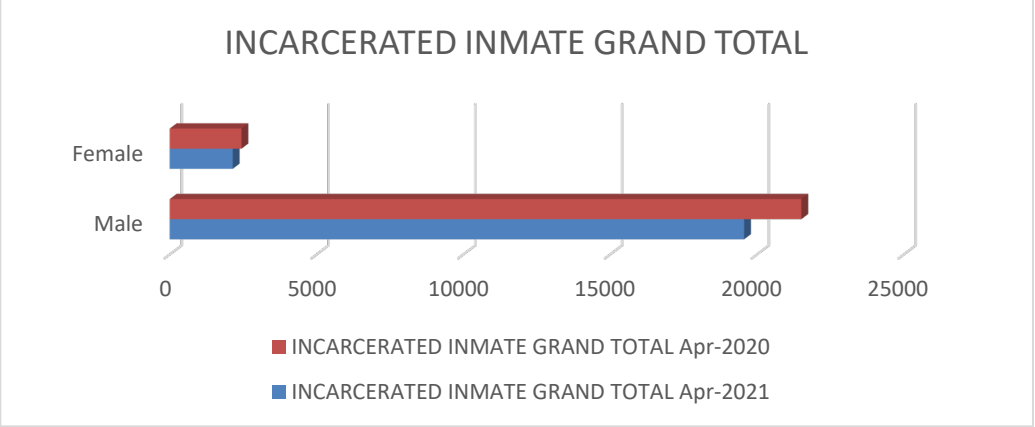
**Percentage of Inmates in Secure and Non-Secure Beds  
April 30, 2021**



Secure beds include beds in maximum and medium state and contract facilities.

Non-Secure beds include beds in minimum state and contract facilities, community corrections centers and halfway houses.

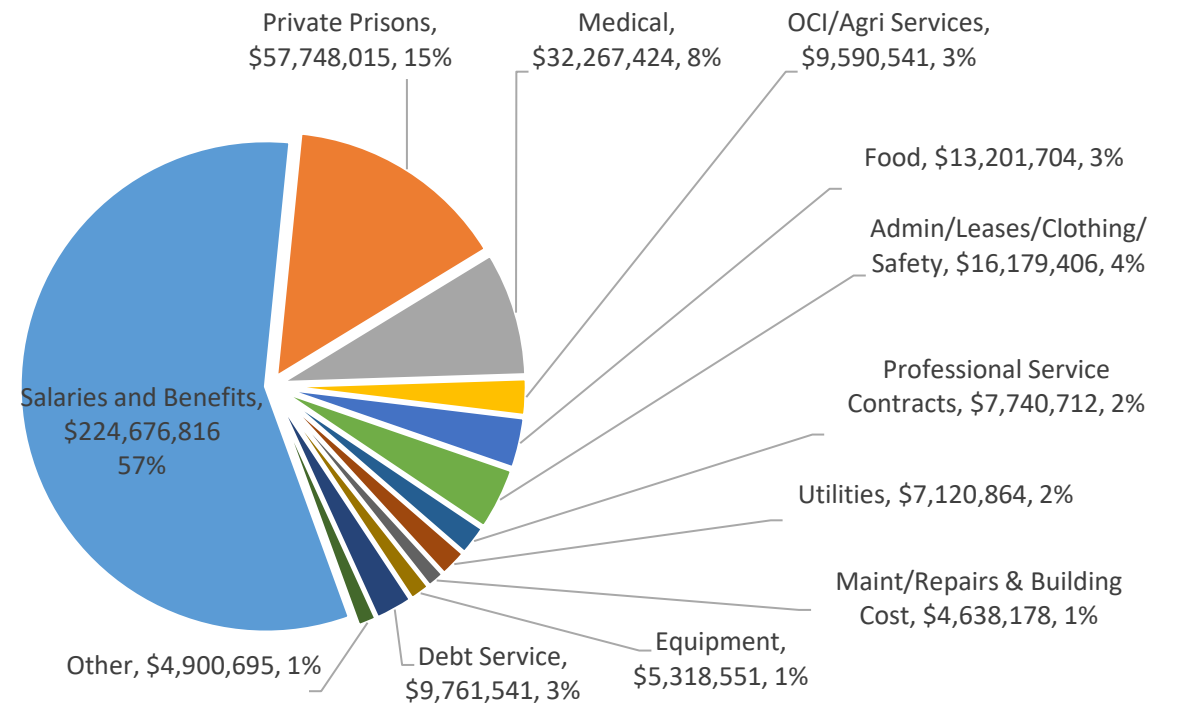




### BUDGET OVERVIEW

Department	Budget	Payroll Expenditures	Operating Expenditures	Total Expenditures	Available Budget Balance
Institutions	\$188,834,026	\$108,256,295	\$18,807,760	\$127,064,055	\$61,769,971
Probation & Parole	\$30,452,599	\$21,237,234	\$1,102,067	\$22,339,301	\$8,113,298
Community Corrections	\$24,708,018	\$15,102,815	\$1,623,717	\$16,726,533	\$7,981,485
Inmate Programs – GPS	\$29,845,876	\$14,075,905	\$2,482,358	\$16,558,263	\$13,287,613
Community Sentencing	\$4,273,535	\$692,050	\$1,316,558	\$2,008,608	\$2,264,927
Contracted Services	\$89,804,939	\$853,514	\$57,748,015	\$58,601,529	\$31,203,410
General Operations	\$34,258,508	\$3,054,554	\$22,772,551	\$25,827,105	\$8,431,403
Central Office Operations	\$35,204,803	\$23,983,068	\$816,099	\$24,799,167	\$10,405,636
Divisional Operations	\$25,293,720	\$5,162,854	\$8,851,267	\$14,014,121	\$11,279,599
Health Services	\$94,269,096	\$26,175,640	\$32,267,424	\$58,443,063	\$35,826,032
Information Technology	\$20,704,938		\$11,089,271	\$11,089,271	\$9,615,667
Prison Industries	\$25,559,747	\$6,082,887	\$9,590,541	\$15,673,429	\$9,886,318
<b>TOTAL</b>	<b>\$603,209,805</b>	<b>\$224,676,816</b>	<b>\$168,467,631</b>	<b>\$393,144,447</b>	<b>\$210,065,358</b>

### EXPENDITURES



#### HEPATITIS C TREATMENT

**\$12,440,167**  
Prior Year Expenditures

**\$6,000,000**  
Current Budget

**\$2,315,127**  
Expenditures

**38.59%**  
Expended

#### JAIL BACKUP TRANSPORT REIMBURSEMENT

**\$242,490**  
Prior Year Expenditures

**\$750,000**  
Current Budget

**\$145,896**  
Expenditures

**19.45%**  
Expended

#### OFFENDER MANAGEMENT SYSTEM

**\$2,763,366**  
Prior Year Expenditures

**\$7,000,000**  
Current Budget

**\$3,741,250**  
Expenditures

**53.45%**  
Expended

#### CONSTRUCTION & MAINTENANCE BOND

*as of April 6, 2021*

**\$116,500,000**  
Bond Proceeds

**\$(9,116,121)**  
Pre-Encumbrance

**\$(33,517,468)**  
Encumbrance

**\$(72,475,408)**  
Expenditures

**\$1,391,003**  
Balance



# BUDGET UPDATE

as of March 31, 2021

#### TRENDED SURPLUS / (DEFICIT)

Payroll	\$13,847,179
Medical	\$1,648,736
Contract Beds	
Private Prisons	\$3,657,084
Halfway Houses	\$1,787,089
Contract County Jails	\$66,045
Jail Backup	<b>\$(3,500,000)</b>
<b>GRAND TOTAL</b>	<b>\$17,506,133</b>

#### STAFFING LEVELS

	Budget	March	Over/(Under)
Correctional Officers	1,806	1,501	(305)
Probation Officers	327	297	(30)
Medical	397	386	(11)
Other	1,864	1,820	(44)
<b>Total Staff</b>	<b>4,394</b>	<b>4,004</b>	<b>(390)</b>

#### APPROPRIATIONS SUMMARY

	FY 2021	FY 2022	\$ Change	% Change
State Appropriations	\$7,703,568,396	\$8,290,645,372	\$587,076,976	7.62%
Public Safety Judiciary	\$845,125,233	\$891,232,290	\$46,107,057	5.46%
Department of Corrections	\$531,112,247	\$544,278,904	\$13,166,657	2.48%

Oklahoma Department of Corrections  
**FY 2021 Appropriation for the Month of March 2021**

Account Code	Budgeted	Expenditures	Encumbered	Pre-Encumbered	Committed	Balance
11,12,13 Payroll, Insurance, FICA and Retirement	\$ 310,290,005.00	\$ 218,276,484.50	\$ 1,148,461.34	\$ -	\$ 219,424,945.84	\$ 90,865,059.16
15 Professional Services	102,158,878.00	65,094,687.09	34,169,014.44	-	99,263,701.53	2,895,176.47
17 Moving Expenses	-	-	5,218.60	-	5,218.60	(5,218.60)
19 Flexible Benefits	310,000.00	237,855.24	72,144.76	-	310,000.00	-
21, 22 Travel	501,757.00	217,502.42	119,598.46	-	337,100.88	164,656.12
31 Miscellaneous Administrative Expenses	16,089,692.00	9,870,641.78	6,148,627.26	-	16,019,269.04	70,422.96
32 Rent Expense	16,405,083.00	12,196,388.95	3,373,567.83	20,421.14	15,590,377.92	814,705.08
33 Maintenance & Repair Expense	10,333,258.90	3,567,138.77	1,134,804.02	-	4,701,942.79	5,631,316.11
34 Specialized Supplies and Materials	47,515,659.21	27,406,049.30	15,328,557.82	-	42,734,607.12	4,781,052.09
35 Production, Safety and Security	3,828,498.00	572,725.39	1,292,363.61	-	1,865,089.00	1,963,409.00
36 General Operating Expenses	625,707.00	348,333.18	42,811.94	-	391,145.12	234,561.88
37 Shop Supplies	5,256,743.50	1,126,411.59	1,576,452.29	-	2,702,863.88	2,553,879.62
41 Property Furniture and Equipment	4,540,003.00	5,080,218.82	2,879,211.29	-	7,959,430.11	(3,419,427.11)
42 Library Equipment and Resources	3,330.00	245.53	-	2,037.00	2,282.53	1,047.47
43 Lease Purchase	112,500.00	79,291.73	30,830.80	-	110,122.53	2,377.47
44 Live Stock – Poultry	-	-	-	-	-	-
45,46,47 Building Construction and Renovation	1,000.00	-	-	-	-	1,000.00
48 Bond Payment	12,106,252.00	9,682,249.35	2,251,788.81	-	11,934,038.16	172,213.84
49 Inter-Agency Payments	-	-	-	-	-	-
51 Inmate Pay and Health Services	1,200,000.00	583,728.34	477,424.69	-	1,061,153.03	138,846.97
52 Scholarships, Tuition and other incentives	2,500.00	-	-	-	-	2,500.00
53 Refunds, Indemnities, and Restitution	50,000.00	256,599.28	-	-	256,599.28	(206,599.28)
54 Jail Back Up and others	3,804,000.00	7,008,493.20	443,517.52	-	7,452,010.72	(3,648,010.72)
55,59 Assistance Payments to Agencies	-	-	-	-	-	-
60 Authority Orders	-	-	4,767,637.43	-	4,767,637.43	(4,767,637.43)
61 Loans, Taxes, and other Disbursements	2,670.00	1,892.97	480.17	-	2,373.14	296.86
62 Transfers – Inmate Medical Payments	12,889,000.00	7,006,797.11	2,331,479.95	-	9,338,277.06	3,550,722.94
64 Merchandise for Resale	-	-	-	-	-	-
TOTAL	\$ 548,026,536.61	\$ 368,613,734.54	\$ 77,593,993.03	\$ 22,458.14	\$ 446,230,185.71	\$ 101,796,350.90

Funding	Budgeted	Expenditures	Encumbered	Pre-Encumbered	Committed	Balance
10501 Duties	50,052,383.00	45,034,593.11	4,759,641.06	-	49,794,234.17	258,148.83
19003 Duties	3,052,677.00	3,052,677.00	-	-	3,052,677.00	-
19011 FY20 Carryover	16,914,289.61	7,389,371.55	9,524,918.06	-	16,914,289.61	-
19101 Duties	476,427,473.00	311,557,378.88	63,309,433.91	22,458.14	374,889,270.93	101,538,202.07
38301 Opioid Lawsuit Settlement Fund	1,579,714.00	1,579,714.00	-	-	1,579,714.00	-
TOTAL	\$ 548,026,536.61	\$ 368,613,734.54	\$ 77,593,993.03	\$ 22,458.14	\$ 446,230,185.71	\$ 101,796,350.90
					Remaining Payroll	90,865,059.16
						\$ 10,931,291.74

**Oklahoma Department of Corrections**  
*Statement of Revenues, Expenditures and Changes in Fund Balances*  
**Federal Funding**  
*July 1, 2020 through March 31, 2021*

Revenue	410 Fund	430 Fund	Funds
<b>Revenues</b>			
<u>Code</u> Current:			
556 Federal Funds Rec'd from Non-Gov. Ag.	\$ 425,453.29	\$ -	\$ 425,453.29
561 Private Grants and Donations for Opns.	-	547,716.00	547,716.00
581 Reimbursements	-	-	-
<i>Total Revenues</i>	<u>425,453.29</u>	<u>547,716.00</u>	<u>973,169.29</u>
<b>Account Expenditures</b>			
<u>Code</u> Current:			
11,12,13 Payroll	167,344.36	105,741.65	273,086.01
15 Professional Services	9,259.33	173,410.61	182,669.94
21, 22 Travel	7,955.00	-	7,955.00
31 Misc. Admin. Expenses	980.05	-	980.05
32 Rent	12,699.66	-	12,699.66
33 Maintenance and Repair	11,018.79	25,080.00	36,098.79
34 Specialized Supplies and Materials	-	-	-
35 Production, Safety and Security	-	-	-
36 General Operating Expenses	140,016.67	-	140,016.67
37 Shop Expense	-	4,177.50	4,177.50
41 Furniture and Equipment	50,955.67	194,926.80	245,882.47
42 Library Equipment and Resources	-	-	-
43 Lease Purchases	-	-	-
44 Livestock and Poultry	-	-	-
45 Land and Right-of-way	-	-	-
46 Building, Construction and Renovation	-	-	-
48 Debt Service	-	-	-
51 Inmate Pay and Health Services	-	-	-
52 Tuitions, Awards and Incentives	-	-	-
53 Refunds and Restitutions	-	-	-
54 Jail Backup, County Jails and Other	-	-	-
55 Payment to Gov. Sub-Division	-	-	-
59 Assistance Payments to Agencies	-	-	-
61 Loans, Taxes and Other Disbursements	-	-	-
62 Transfers - Out Sourced Health Care	-	-	-
64 Merchandise for Resale	-	-	-
<i>Total Expenditures</i>	<u>400,229.53</u>	<u>503,336.56</u>	<u>903,566.09</u>
<i>Excess of Revenues Over</i>			
<i>(Under) Expenditures</i>	<u>25,223.76</u>	<u>44,379.44</u>	<u>69,603.20</u>
<b>Cash</b>			
Beginning Cash Balance	209,851.66	161,922.57	371,774.23
Revenue Received this Year	425,453.29	547,716.00	973,169.29
Expenditures made this Year	(400,229.53)	(503,336.56)	(903,566.09)
Beginning Change in Liabilities	-	-	-
Transfers	-	-	-
Adjustments	-	-	-
<i>Ending Cash Balance</i>	<u>\$ 235,075.42</u>	<u>\$ 206,302.01</u>	<u>\$ 441,377.43</u>

**Oklahoma Department of Corrections**  
*Statement of Revenues, Expenditures and Changes in Fund Balances*  
*Federal Funding*  
*For the Month of March 2021*

		410 Fund	430 Fund	Funds
<b>Revenue Revenues</b>				
<u>Code</u>	Current:			
556	Federal Funds Rec'd from Non-Gov. Ag.	\$ 75,094.97	\$ -	\$ 75,094.97
561	Private Grants and Donations for Opns.	-	189,483.76	189,483.76
581	Reimbursements	-	-	-
	<i>Total Revenues</i>	<u>75,094.97</u>	<u>189,483.76</u>	<u>264,578.73</u>
<b>Account Expenditures</b>				
<u>Code</u>	Current:			
11,12,13	Payroll	16,807.74	9,684.09	26,491.83
15	Professional Services			-
21, 22	Travel	595.00		595.00
31	Misc. Admin. Expenses			-
32	Rent	1,175.56		1,175.56
33	Maintenance and Repair	836.27		836.27
34	Specialized Supplies and Materials	-	-	-
35	Production, Safety and Security	-	-	-
36	General Operating Expenses	85,383.38	-	85,383.38
37	Shop Expense	-	-	-
41	Furniture and Equipment	2,801.50	-	2,801.50
42	Library Equipment and Resources	-	-	-
43	Lease Purchases	-	-	-
44	Livestock and Poultry	-	-	-
45	Land and Right-of-way	-	-	-
46	Building, Construction and Renovation	-	-	-
48	Debt Service	-	-	-
51	Inmate Pay and Health Services	-	-	-
52	Tuitions, Awards and Incentives	-	-	-
53	Refunds and Restitutions	-	-	-
54	Jail Backup, County Jails and Other	-	-	-
55	Payment to Gov. Sub-Division	-	-	-
59	Assistance Payments to Agencies	-	-	-
61	Loans, Taxes and Other Disbursements	-	-	-
62	Transfers - Out Sourced Health Care	-	-	-
64	Merchandise for Resale	-	-	-
	<i>Total Expenditures</i>	<u>107,599.45</u>	<u>9,684.09</u>	<u>117,283.54</u>
	<i>Excess of Revenues Over (Under) Expenditures</i>	<u>(32,504.48)</u>	<u>179,799.67</u>	<u>147,295.19</u>
<b>Cash</b>				
	Beginning Cash Balance	267,579.90	98,128.03	365,707.93
	Revenue Received this Month	75,094.97	189,483.76	264,578.73
	Expenditures made this Month	(107,599.45)	(9,684.09)	(117,283.54)
	Change in Liabilities	-	(71,625.69)	(71,625.69)
	Transfers	-	-	-
	Adjustments	-	-	-
	<i>Ending Cash Balance</i>	<u>\$ 235,075.42</u>	<u>\$ 206,302.01</u>	<u>\$ 441,377.43</u>

**Oklahoma Department of Corrections**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Non-Appropriated Funds**  
**July 1, 2020 through March 31, 2021**

		200 Fund	205 Fund	210 Fund	225 Fund	280 Fund	Funds
<b>Revenue</b>	<b>Revenues</b>						
<b>Code</b>	<b>Current:</b>						
428199	Disbursement Fees	\$ 10,017.03	\$ -	\$ -	\$ -	\$ -	\$ 10,017.03
433107	Sale of Contraband	33,207.65	-	-	-	-	33,207.65
433147	Bank Charge Back / Returned Check Fee	-	-	-	-	-	-
433199	Other Fines, Forfeits, Penalties (Admin. Fees, Inst. Debts)	102,254.40	-	64,683.68	-	-	166,938.08
441105	Interest on Investments	52,339.95	2,864.72	-	-	19,848.40	75,053.07
443103	Rent from Land & Buildings	21,636.49	-	-	-	-	21,636.49
451101	Insurance and Other Reimbursement for Damages	49,233.57	-	-	-	-	49,233.57
452005	Reimbursement for Administrative Expense (PPWP)	53,301.73	-	-	-	-	53,301.73
452117	Reimbursement of Data Processing Fees	-	-	-	-	-	-
453003	Reimbursement for Travel Expense	-	-	-	-	-	-
455201	Federal Reimbursements	11,298.93	-	-	-	-	11,298.93
456101	Federal Funds Rec'd from Non-Gov. Ag.	15,000.00	-	-	-	-	15,000.00
458101	Refunded Money Previously Disbursed - Goods & Services	16,526.38	-	-	-	-	16,526.38
458105	Reimbursement for Funds Expended (Refunds - Payroll Reim.)	574,370.47	-	-	-	-	574,370.47
459171	Program Income (Dog Programs)	4,111.71	-	-	-	-	4,111.71
459199	Other Grants, Refunds and Reimbursements (P-card Rebate)	20,041.71	-	-	-	-	20,041.71
471122	Farm Products General	-	-	-	-	8,602,252.43	8,602,252.43
473105	Charge for Service - (Water Treatment Plant)	30,523.18	-	-	-	-	30,523.18
473176	Laboratory and Medical Services	126,555.84	-	-	-	-	126,555.84
474105	Sale of Documents (Copies)	13,391.77	-	-	-	-	13,391.77
474131	Sale of Merchandise	-	-	-	-	8,503,002.90	8,503,002.90
474124	Canteen and Concession Income	-	6,135,840.77	-	-	-	6,135,840.77
478105	Registration Fees	-	-	-	-	-	-
479121	Paper & Other Recyclable Materials	-	-	-	-	-	-
479131	Notification of Confinement - Social Security Admin	33,798.03	-	-	-	-	33,798.03
481102	Contributions - Patients & Inmates	15,428.14	-	-	-	-	15,428.14
481121	Probation & Parole Fees, DNA Fees, GPS Fees, Restitution Fees	2,255,498.62	-	-	-	-	2,255,498.62
482101	Deposits by Patients and Offenders (Program Fees - Work Release)	1,286,921.22	-	-	-	48,625.58	1,335,546.80
483607	Sale of Salvage	11,974.27	-	-	-	-	11,974.27
488191	Purchase Card Refunds	-	-	-	-	-	-
	<b>Total Revenues</b>	<b>4,737,431.09</b>	<b>6,138,705.49</b>	<b>64,683.68</b>	<b>-</b>	<b>17,173,729.31</b>	<b>28,114,549.57</b>
<b>Account</b>	<b>Expenditures</b>						
<b>Code</b>	<b>Current:</b>						
11,12,13	Payroll	150,429.55	-	-	-	6,087,795.79	6,238,225.34
15	Professional Services	3,380,307.64	2,112,218.16	2,596.50	-	345,211.05	5,840,333.35
21, 22	Travel	47,316.04	111,834.89	2,789.49	-	23,237.97	185,178.39
31	Misc. Admin. Expenses	24,483.54	358,232.23	217.87	-	546,741.00	929,674.64
32	Rent	95,505.71	128,872.07	-	-	139,883.76	364,261.54
33	Maintenance and Repair	856,152.38	643,850.91	-	-	839,551.29	2,339,554.58
34	Specialized Supplies and Materials	1,109,733.75	512,294.82	3,624.85	-	228,549.54	1,854,202.96
35	Production, Safety and Security	33,648.24	13,088.79	616.50	-	252,478.17	299,831.70
36	General Operating Expenses	11,785.00	152,283.00	-	-	51,011.95	215,079.95
37	Shop Expense	49,854.78	96,952.13	-	-	698,386.47	845,193.38
41	Furniture and Equipment	259,970.23	291,699.41	-	-	381,032.81	932,702.45
42	Library Equipment and Resources	-	39,077.20	-	-	839.43	39,916.63
43	Lease Purchases	-	-	-	-	-	-
44	Livestock and Poultry	-	-	-	-	75,400.00	75,400.00
45	Land and Right-of-way	-	-	-	-	-	-
46, 47	Building, Construction and Renovation	21,356.34	-	-	-	9,018.60	30,374.94
48	Debt Service	-	-	-	-	-	-
51	Inmate Pay and Health Services	20,612.08	1,942,898.43	-	-	1,303,658.88	3,267,169.39
52	Tuitions, Awards and Incentives	-	1,175.36	-	-	115.00	1,290.36
53	Refunds and Restitutions	20,205.08	-	29,695.36	-	115.80	50,016.24
54	Jail Backup, County Jails and Other	92,257.00	-	-	154,094.32	-	246,351.32
55	Payment to Gov. Sub-Division	-	-	-	-	-	-
59	Assistance Payments to Agencies	-	-	-	-	-	-
61	Loans, Taxes and other Disbursements	-	-	-	-	125.51	125.51
62	Transfers - Out Sourced Health Care	(312,542.60)	-	-	-	-	(312,542.60)
64	Merchandise for Resale	3,095.17	-	-	-	7,884,094.29	7,887,189.46
	<b>Total Expenditures</b>	<b>5,864,169.93</b>	<b>6,404,477.40</b>	<b>39,540.57</b>	<b>154,094.32</b>	<b>18,867,247.31</b>	<b>31,329,529.53</b>
	<b>Excess of Revenues Over (Under) Expenditures</b>	<b>(1,126,738.84)</b>	<b>(265,771.91)</b>	<b>25,143.11</b>	<b>(154,094.32)</b>	<b>(1,693,518.00)</b>	<b>(3,214,979.96)</b>
	<b>Cash</b>						
	Beginning Cash Balance	9,626,488.59	1,047,461.43	1,121,504.27	765,707.66	6,866,701.62	19,427,863.57
	Revenue Received this Year	4,737,431.09	6,138,705.49	64,683.68	-	17,173,729.31	28,114,549.57
	Expenditures made this Year	(5,864,169.93)	(6,404,477.40)	(39,540.57)	(154,094.32)	(18,867,247.31)	(31,329,529.53)
	Beginning Change in Liabilities	(188,180.58)	(1,974.51)	-	-	(69,768.08)	(259,923.17)
	Transfers (Cares Act Funds)	8,813,510.97	-	-	-	-	8,813,510.97
	Adjustments	-	-	-	-	-	-
	<b>Ending Cash Balance</b>	<b>\$ 17,125,080.14</b>	<b>\$ 779,715.01</b>	<b>\$ 1,146,647.38</b>	<b>\$ 611,613.34</b>	<b>\$ 5,103,415.54</b>	<b>\$ 24,766,471.41</b>

**Oklahoma Department of Corrections**  
*Statement of Revenues, Expenditures and Changes in Fund Balances*  
*Non- Appropriated Funds*  
*For the Month of March 2021*

	200 Fund	205 Fund	210 Fund	225 Fund	280 Fund	Funds
<b>Revenue</b>						
<b>Code</b>						
<b>Revenues</b>						
Current:						
428199 Disbursement Fees	\$ 1,142.44	\$ -	\$ -	\$ -	\$ -	\$ 1,142.44
433107 Sale of Contraband	1,146.55	-	-	-	-	1,146.55
433147 Bank Charge Back / Returned Check Fee	-	-	-	-	-	-
433199 Other Fines, Forfeits, Penalties (Admin. Fees, Inst. Debts)	10,333.94	-	6,759.85	-	-	17,093.79
441105 Interest on Investments	21,443.82	2,355.39	-	-	7,376.74	31,175.95
443103 Rent from Land & Buildings	2,179.32	-	-	-	-	2,179.32
451101 Insurance and Other Reimbursement for Damages	-	-	-	-	-	-
452005 Reimbursement for Administrative Expense (PPWP)	89.40	-	-	-	-	89.40
452117 Reimbursement of Data Processing Fees	-	-	-	-	-	-
453003 Reimbursement for Travel Expense	-	-	-	-	-	-
455201 Federal Reimbursements	3,504.80	-	-	-	-	3,504.80
456101 Federal Funds Rec'd from Non-Gov. Ag.	-	-	-	-	-	-
458101 Refunded Money Previously Disbursed - Goods & Services	99.91	-	-	-	-	99.91
458105 Reimbursement for Funds Expended (Refunds - Payroll Reim.)	-	-	-	-	-	-
459171 Program Income (Dog Programs)	25.00	-	-	-	-	25.00
459199 Other Grants, Refunds and Reimbursements (P-card Rebate)	-	-	-	-	-	-
471122 Farm Products General	-	-	-	-	891,650.94	891,650.94
473105 Charge for Service - (Water Treatment Plant)	-	-	-	-	-	-
473176 Laboratory and Medical Services	12,237.54	-	-	-	-	12,237.54
474105 Sale of Documents (Copies)	1,294.80	-	-	-	-	1,294.80
474131 Sale of Merchandise	-	-	-	-	577,681.39	577,681.39
474124 Canteen and Concession Income	-	791,319.37	-	-	-	791,319.37
478105 Registration Fees	-	-	-	-	-	-
479121 Paper & Other Recyclable Materials	-	-	-	-	-	-
479131 Notification of Confinement - Social Security Admin	5,400.00	-	-	-	-	5,400.00
481102 Contributions - Patients & Inmates	2,307.28	-	-	-	-	2,307.28
481121 Probation & Parole Fees, DNA Fees, GPS Fees, Restitution Fees	220,800.41	-	-	-	-	220,800.41
482101 Deposits by Patients and Offenders (Program Fees - Work Release)	143,042.91	-	-	-	-	143,042.91
483607 Sale of Salvage	284.80	-	-	-	-	284.80
488191 Purchase Card Refunds	-	-	-	-	-	-
<b>Total Revenues</b>	<b>425,332.92</b>	<b>793,674.76</b>	<b>6,759.85</b>	<b>-</b>	<b>1,476,709.07</b>	<b>2,702,476.60</b>
<b>Account</b>						
<b>Code</b>						
<b>Expenditures</b>						
Current:						
11,12,13 Payroll	85,555.44	-	-	-	708,041.72	793,597.16
15 Professional Services	247,767.12	382,626.25	-	-	12,052.15	642,445.52
21, 22 Travel	11,886.15	-	425.50	-	2,971.25	15,282.90
31 Misc. Admin. Expenses	865.00	29,185.06	-	-	70,257.64	100,307.70
32 Rent	6,561.56	12,765.95	-	-	8,577.02	27,904.53
33 Maintenance and Repair	34,689.07	24,508.17	-	-	39,086.29	98,283.53
34 Specialized Supplies and Materials	19,172.14	13,946.38	-	-	51,260.19	84,378.71
35 Production, Safety and Security	1,834.84	954.75	477.00	-	15,502.82	18,769.41
36 General Operating Expenses	1,644.57	6,511.55	-	-	3,533.27	11,689.39
37 Shop Expense	(68,529.51)	-	-	-	95,262.31	26,732.80
41 Furniture and Equipment	340.53	16,643.65	-	-	86,105.94	103,090.12
42 Library Equipment and Resources	-	-	-	-	-	-
43 Lease Purchases	-	-	-	-	-	-
44 Livestock and Poultry	-	-	-	-	75,400.00	75,400.00
45 Land and Right-of-way	-	-	-	-	-	-
46, 47 Building, Construction and Renovation	-	-	-	-	-	-
48 Debt Service	-	-	-	-	-	-
51 Inmate Pay and Health Services	7,456.05	207,749.23	-	-	268,093.21	483,298.49
52 Tuitions, Awards and Incentives	-	-	-	-	-	-
53 Refunds and Restitutions	-	-	29,695.36	-	-	29,695.36
54 Jail Backup, County Jails and Other	4,023.00	-	-	28,156.91	-	32,179.91
55 Payment to Gov. Sub-Division	-	-	-	-	-	-
59 Assistance Payments to Agencies	-	-	-	-	-	-
61 Loans, Taxes and other Disbursements	-	-	-	-	75.51	75.51
62 Transfers - Out Sourced Health Care	25,622.24	-	-	-	-	25,622.24
64 Merchandise for Resale	-	-	-	-	920,318.26	920,318.26
<b>Total Expenditures</b>	<b>378,888.20</b>	<b>694,890.99</b>	<b>30,597.86</b>	<b>28,156.91</b>	<b>2,356,537.58</b>	<b>3,489,071.54</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>46,444.72</b>	<b>98,783.77</b>	<b>(23,838.01)</b>	<b>(28,156.91)</b>	<b>(879,828.51)</b>	<b>(786,594.94)</b>
<b>Cash</b>						
Beginning Cash Balance	17,182,852.19	727,266.85	1,170,485.39	639,770.25	6,038,515.45	25,758,890.13
Revenue Received this Month	425,332.92	793,674.76	6,759.85	-	1,476,709.07	2,702,476.60
Expenditures made this Month	(378,888.20)	(694,890.99)	(30,597.86)	(28,156.91)	(2,356,537.58)	(3,489,071.54)
Beginning Change in Liabilities	(104,216.77)	(46,335.61)	-	-	(55,271.40)	(205,823.78)
Transfers	-	-	-	-	-	-
Adjustments	-	-	-	-	-	-
<b>Ending Cash Balance</b>	<b>\$ 17,125,080.14</b>	<b>\$ 779,715.01</b>	<b>\$ 1,146,647.38</b>	<b>\$ 611,613.34</b>	<b>\$ 5,103,415.54</b>	<b>\$ 24,766,471.41</b>

# Hepatitis C Virus (HCV) in Oklahoma Department of Corrections: Overview, Prioritization, Treatment, and Elimination

## I. HCV Overview

- Hepatitis: inflammation of the liver
- Etiology: HCV, HBV, drug and alcohol abuse, and obesity
- Large Disease burden and is the leading cause for liver transplantation in the US
- There is no vaccine against HCV

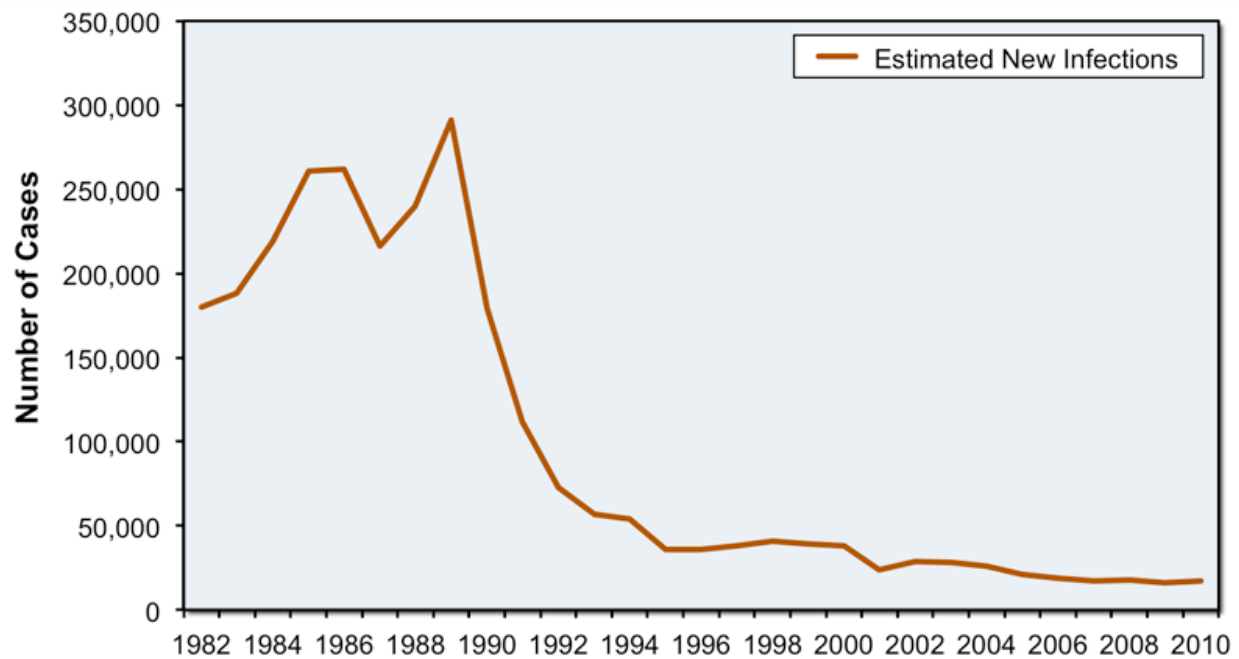
### **Acute and chronic HCV infections:**

- Acute infection = new infection
- Chronic Infection= infection lasting more than 6 months

### **HCV Diagnosis:**

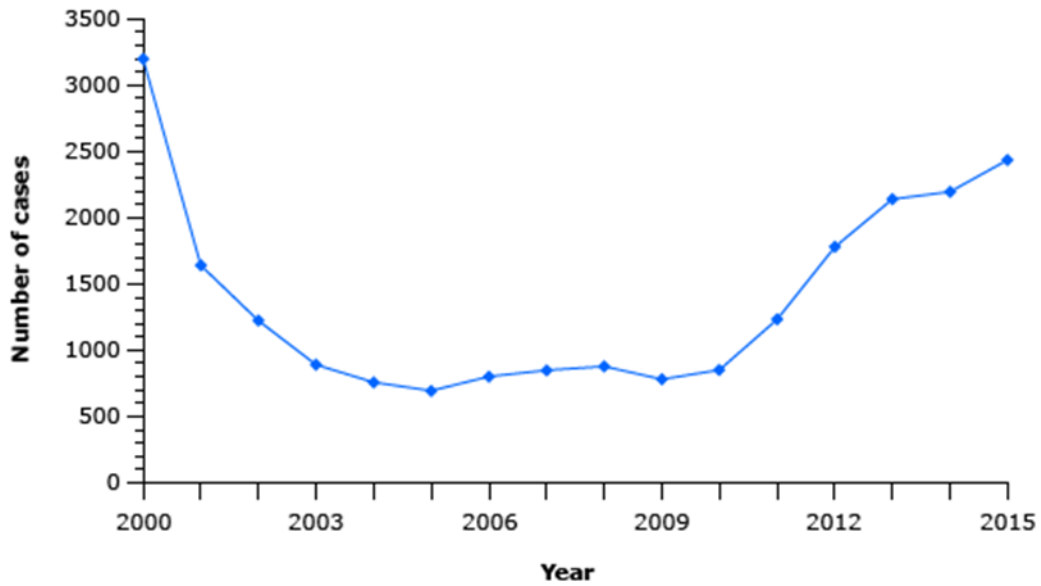
- 1) HCV antibody to screen
- 2) HCV PCR RNA (“viral load”) to confirm chronic infection

**Hepatitis C Incidence in United States, 1982-2010**

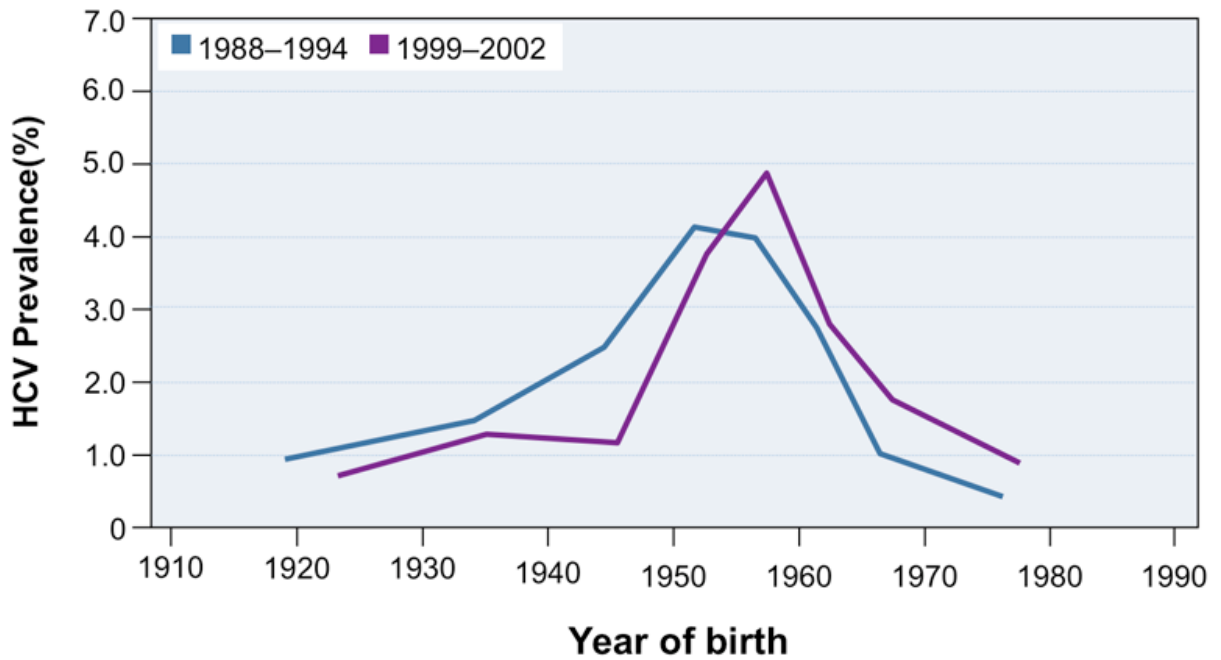




**Reported number of acute hepatitis C cases – United States, 2000 to 2015**



**Prevalence of HCV Antibody, by Year of Birth**



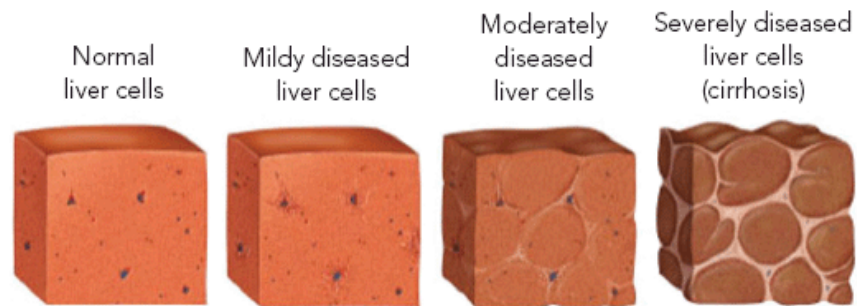
- Both HCV incidence (new cases) and prevalence (all cases) are rising in young Americans- driven by the opioid epidemic and injection drug use.

**Prevalence within the Oklahoma Department of Corrections:**

- 2015= 8 %.
- 2018= 11 %
- March 30, 2021= 15 %

**Clinical course:**

**Rule of 20**



**20 % will clear the virus spontaneously, 20 % will develop cirrhosis within 20 years**

**Transmission within the United States**

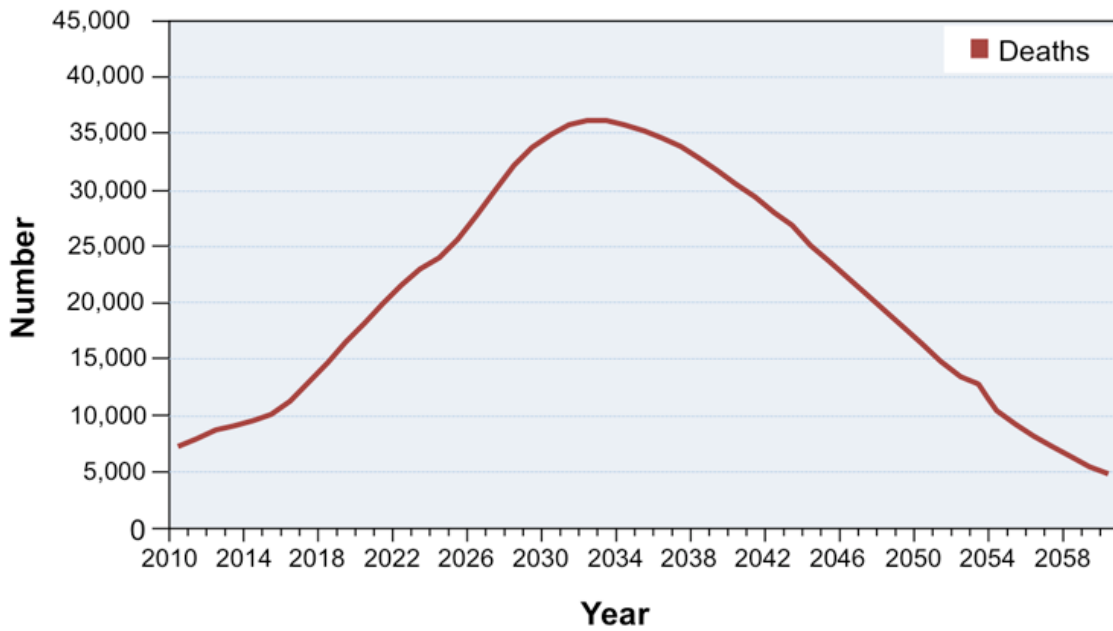
- IVDU= 60-75 % of cases
- Incarceration is now specified as an independent risk factor
- Intranasal drug use, due to blood on shared straws.
- Sharing razors and toothbrushes
- Tattooing

## Complications of HCV

### Prevalence of clinical extrahepatic manifestations in 321 patients with chronic HCV infection

	N (percent)
<b>Skin involvement</b>	
Purpura	21 (7)
Raynaud phenomenon	21 (7)
Cutaneous vasculitis	19 (6)
Pruritus	20 (6)
Psoriasis	6 (20)
Porphyria cutanea tarda	3 (1)
Lichen planus	3 (1)
At least one skin manifestation	55 (17)
<b>Rheumatologic involvement</b>	
Arthralgia	60 (19)
Arthritis	6 (2)
Myalgia	31 (2)
<b>Neurologic involvement</b>	
Sensory neuropathy	28 (9)
Motor neuropathy	15 (5)
<b>Miscellaneous</b>	
Sicca syndrome (mouth)	40 (12)
Sicca syndrome (eye)	32 (10)
Hypertension	32 (10)
Uveitis	2 (1)
<b>Overall</b>	
At least one extrahepatic clinical manifestation	122 (38)

**Forecasted Annual Deaths Associated with Chronic Hepatitis C Infection**



**Fibrosis and Cirrhosis Staging:** The best clinical predictor of future disease progression in chronic HCV infection is the amount of baseline inflammation or fibrosis by noninvasive measures.

**APRI and FIB-4 to Metavir score conversion**

APRI - Metavir		FIB-4 - Metavir	
0.4-0.7	1	.57-1.45	1
0.7-1.06	2	1.45-2.32	2
1.06-1.77	3	2.32-4.12	3
Above 1.77	4	>4.12	4

## II. HCV Prioritization, Treatment work-up and Direct Acting Antiviral Medications

### HCV Treatment Prioritization

- 1) Disease severity = Metavir scores
- 2) Comorbid conditions

<u>Priority 1</u>	<u>Priority 2</u>	<u>Priority 3</u>
Advanced Fibrosis- cirrhosis	Moderate Fibrosis	No fibrosis- Mild Fibrosis
APRI $\geq 1.06$ FIB-4 $\geq 2.32$	APRI $\geq 0.7$ FIB-4 $\geq 1.45$	APRI $\leq 0.7$ FIB-4 $\leq 1.45$
Comorbid conditions: cancer Continuity of care	Comorbid conditions: HIV, DM, CKD, HBV	

### 1) Provider initiated work-up through Chronic Clinic evaluations

- APRI calculation/FIB-4 Calculation- operational spreadsheet
- Child Pugh Calculation- in those with cirrhosis (MF4)
- Inmates' request for HCV treatment
  - o "Hepatitis C Frequently Asked Questions"
  - o "Acceptance for HCV treatment"
- Previous treatment for HCV information
- Clinical History of Hepatic Decompensation
- Hepatitis C Extra-Hepatic Manifestations
- History/Ongoing High risk Behavior
  - A. Case Manager Review
  - B. Witnessed UDS (CPL 3311)
- Complete Provider HCV Treatment Work-up Note and co-sign to Bethany Wagener, MHS, PA-C

## 2) Operational Spreadsheet:

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
1	HCV Operational Spreadsheet- Attachment A																							
2	Age	Gender	Release Date	Platetes	APRI	FIB-4 (Fibrosis)	CMR	UDS	Viral load	Genotype	HBsAg	SGOT-AST	SGPT-ALT	HCC screen (Hepatoce)	Sickest Longest Sentence	3/30/2021	Release Days	Metavir APRI	Metavir FIB-4	Thrombocytopemia	Higher of APRI & FIB-4	APRIFIB-4 METAVIR	FINAL METAVIR	Hep-C MEDS
3	33	male	45073	179	1.41813	1.37186	neg	neg	6.99	1a	NON-RE/	99	177	neg	2		788	3	1	0	3	3	3	Zepatier
4																								
5																								
6																								

- A. Age, AST, ALT and platelets are included for accurate APRI and FIB-4 calculations.
  - B. Viral load is included for quick reference of patients with confirmed chronic infections.
  - C. Release date offers information necessary for linkage to care.
  - D. CMR or Case Manager Review is utilized as our process for determining patient's release date and high-risk behavior.
  - E. UDS or urine drug screens assess risk for HCV re-infection following treatment and cure and the need for referral to Substance Use Disorder (SUD) treatment
  - F. Genotype: In the United States, genotype 1 is the most common, followed by Genotypes 2, 3, and less commonly 4.
  - G. HBV: HBsAg stands for Hepatitis B surface Antigen. Exclude Hepatitis B prior to HCV treatment.
  - H. HCC: HCV has a suppressive effect on HCC.
  - I. FINAL METAVIR score= accurate disease staging and treatment prioritization and Epidemiologic patterns
- Additional consultations include: The University of Oklahoma Medical Center, Oklahoma State University project ECHO, NTEGRIS Nazih Zuhdi Transplant Institute Telehepatology services, and OUHS Infectious Disease Teleconsultation.
  - Treatment Locations:
    - All ODOC state institutions and community correction centers
    - Not at half-way houses or private prisons

### Direct Acting Anti-Viral Treatment:

- 1) Zepatier X 12 weeks in all Genotype 1b (compensated cirrhosis and less severe)  
Cost: \$13,800
- 2) Zepatier X 12 weeks in all Genotype 1a (compensated cirrhosis and less severe) without baseline Resistance Associated Substitutions in protein sequences at positions M28, Q30, L31, Y93  
Cost: \$14,400
- 3) Mavyret in all Genotype 2 and Genotype 3 (compensated cirrhosis and less severe) and G1a with + RAS (compensated cirrhosis and less severe)  
Cost: \$20,100
- 4) Eplclusa X 12 weeks with Ribavirin in decompensated cirrhosis Child Turcotte Pugh class B +/- Telehepatology consultation with Joykumar Patel, MD (Baptist Integris) or Jorge Mera, MD (Project ECHO)  
Cost: \$23,870
- 5) Vosevi X 12 weeks in those that require re-treatment +/- Telehepatology  
All CTP class C will have Telehepatology consultations or will be recommended for medical parole.  
Cost: \$62,100

**Post HCV Treatment Monitoring and education:**

- Cure= SVR12
- FBOP guidelines (and ODOC) = one additional viral load SVR24-SVR48
- Pre-treatment metavir score of F3-F4 (advanced fibrosis-cirrhosis) lifelong screening for HCC is indicated
- Patients can get re-infected if he or she engages in high risk behavior following treatment and cure.

**HCV Treatment and SVR rates within ODOC**

Annual HCV Treatment		
Year	Number of patients DAA were ordered	Outcome
2014-2017	18	14 with SVR= 78 %
2018	53	49 with SVR= 92 %
FY 2020	689 434 priority 1 221 priority 2 34 priority 3	671 with SVR= 97 %  9= relapse 9 = re-infection
FY 2021	183	

**HCV Treatment budget within ODOC**

- 2020 fiscal year= \$12,000,000
- 2021 fiscal year= \$7,000,000

**III. HCV Elimination within ODOC**

Treatment is not just medications.

**Risk Reduction Strategies:**

- Provider and nurse education driven
- Volunteer services including Alcoholics Anonymous and Celebrate Recovery for Substance Use Disorder treatment.

**Linkage to Care:** A list of community partners, predominantly located in the Tulsa and Oklahoma City metropolitan area is given to inmates at the time of discharge.

**IV. Key Players**

Special thanks to Clint Castleberry, Joel McCurdy, MD, Bruce Myer, MD, Ross Fisher, MD, Mitsy Faubion, MD, Heather Hasenmyer, PA-C, Andrea Beach, PA-C, Judy Brinkley, RN, and Sarah Givens, RN: ODOC

Joykumar Patel, MD (Baptist Integris, Nazih Zuhdi Transplant Institute), Jorge Mera, MD (Cherokee Nation Health Services, Infectious Disease and OSU Project ECHO), Michelle Salvaggio, MD (OUHSC, Infectious Disease), Benjamin Wagener, MBA: Independent volunteer

#### **V. Areas for improvement**

1. Universal, opt-out HCV screening at intake
2. Improved, robust educational campaign including a video presentation at intake and after transfer during orientation. And, additional risk reduction education through inmate Kiosk system
3. Expand our community partners for larger linkage to care
4. Continued, monthly maintenance, edits, and distribution of operational spreadsheet

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April 9, 2021

Oklahoma Department of Corrections  
3400 Martin Luther King Avenue  
Oklahoma City, Oklahoma 73111  
Attention: Scott Crow

RE: Lease Agreement between Oklahoma Department of Corrections and CoreCivic, Inc. –  
North Fork Correctional Facility

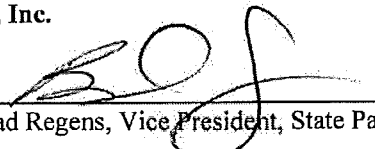
Dear Director Crow:

Pursuant to that certain Lease Agreement (the "Lease") dated May 5, 2016 by and between CoreCivic, Inc., a Maryland corporation formerly known as Corrections Corporation of America ("CORECIVIC"), and Oklahoma Department of Corrections, an agency of the State of Oklahoma ("OKDOC"), OKDOC has provided written notice of its intent to exercise its right to extend the Lease under Article III, Section 2 of the Lease for a successive period of two (2) years, and CORECIVIC by this letter hereby waives the notice requirement under Article III, Section 2 that written notice be provided at least one hundred eighty (180) days prior to the expiration of the then applicable Lease Term (as defined in the Lease). The parties agree that the effective date of the Additional Term shall be July 1, 2021 upon all of the terms and conditions of the Lease.

Please indicate by your signature below your acknowledgement and agreement of your intent to renew the Lease upon all of the terms and conditions therein.

Sincerely,  
CoreCivic, Inc.

By:

  
Brad Regens, Vice President, State Partnership

**Acknowledged and agreed as of April \_\_, 2021:**

**Oklahoma Department of Corrections**

By: \_\_\_\_\_  
Name: Scott Crow  
Title: Director

**LEASE AGREEMENT**

**by and between**

**CORRECTIONS CORPORATION OF AMERICA as LANDLORD**

**and**

**OKLAHOMA DEPARTMENT OF CORRECTIONS as TENANT**

**North Fork Correctional Facility**

LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease") is dated as of the 5<sup>th</sup> day of May, 2016 (the "Effective Date"); between CORRECTIONS CORPORATION OF AMERICA, a Maryland corporation ("Landlord"), and OKLAHOMA DEPARTMENT OF CORRECTIONS, an agency of the State of Oklahoma ("Tenant").

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

ARTICLE I

DEFINITIONS

1. The following terms shall have the meanings set forth below for all purposes in this Lease:

Additional Term: Each successive period of two (2) years by which the Lease Term may be extended pursuant to the provisions and conditions of Article III, Section 2 below.

Address for Notices to Landlord: Corrections Corporation of America, 10 Burton Hills Boulevard, Nashville, Tennessee 37215-6105, Attn: General Counsel, facsimile (615) 263-3020.

Address for Notices to Tenant: Oklahoma Department of Corrections, 3400 Martin Luther King Avenue, Oklahoma City, OK 73111-4298 Attn: Greg Williams, facsimile (405) 425-3654.

Alterations: Any additions to, alterations or renovations of the Premises or the Improvements, excluding decorations, signage and movable fixtures that can be installed and removed without causing damage to the structure, systems, or integrity of the Premises or the Improvements.

CPI: The Consumer Price Index for All Items, U.S. City Average, issued by the Bureau of Labor Statistics of the United States Department of Labor or any revision to this index or successor index that tracks the same data. If the CPI ceases to be published, with no successor index, then Landlord and Tenant shall reasonably agree upon a reasonable substitute index.

CPI Increase: The CPI Increase for the first Additional Term shall be the percentage increase in the CPI between the first day of the first Additional Term and the first day of the prior Lease Year. The CPI Increase for each subsequent Additional Term shall be the percentage increase in the CPI between the first day of the Additional Term for which Rent is being adjusted and the first day of the prior Additional Term. The CPI for any date means the CPI last published before the calendar month that includes such date.

Default Rate: The annualized rate based on an average of the interest rate for thirty-day time deposits of state funds during the last calendar quarter of the last preceding fiscal year, as reported by the State Treasurer. (62 O.S. § 34.72).

Facility Maintenance Plan: The preventive maintenance program concerning the Premises, the Improvements, and the FF&E, which program shall comply with the minimum requirements of the maintenance plan attached hereto as Exhibit B.

FF&E: Those certain items of furniture, fixtures, and equipment used in the normal operation of the Premises and listed on Exhibit C attached to this Lease.

Force Majeure Event: any event or circumstance which wholly or partly prevents or delays the performance of any material obligation arising under this Lease but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the party seeking to have its performance obligation(s) excused thereby, (ii) the party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures in order to prevent or avoid such event and mitigate the effect of such event on such party's ability to perform its obligations under this Lease and which by the exercise of due diligence such party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (iii) such event is not the direct or indirect result of the negligence of or the failure to perform under this Lease by, or caused by, the party seeking to have its performance obligations excused thereby; provided further, that such event is within or similar to one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; unusually severe weather; tsunami; volcano; flood; lightning; earthquake; fire; explosion; epidemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; strikes and other labor disputes; riot or similar civil disturbance or commotion; other acts of God; acts of the public enemy; blockade; insurrection, sabotage or vandalism; embargoes; and actions of a governmental authority.

Generate: To use, collect, generate, store, transport, treat, or dispose.

Generation: The use, collection, generation, storage, transportation, treatment, or disposal of a material.

Hazardous Substance: Excluding inventory, medical, cleaning supplies and other materials in normal quantities ordinarily used in the operation of Tenant's business, (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (U.S.C. § 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) any oil, petroleum products, and their by-products; (iv) any substance the presence of which on the Premises is prohibited, regulated or restricted by any law or regulation; and/or (v) any other substance which by law or regulation requires special handling in its Generation.

Improvements: The buildings, structures, and other improvements now or hereafter located on the Premises.

Lease Term: Five (5) Lease Years. To the extent Tenant elects to extend the Lease Term pursuant to the provisions and conditions of Article III, Section 2 below, the term "Lease Term" as used herein shall include the Additional Term(s).

Lease Year: Each period of twelve (12) consecutive calendar months commencing on the Term Commencement Date.

Permitted Uses: The Premises may be used as a correctional facility.

Proper Invoice: An invoice that is complete in all requirements necessary for processing it for payment in accordance with the terms of this lease and applicable state or federal statutes.

Premises: That certain lot, tract, and parcel of land located at 1605 East Main Street, Sayre, Oklahoma, as more particularly described on Exhibit A attached to this Lease, together with all plants, shrubs and trees located thereon, and together with all rights, ways and easements appurtenant thereto, and together with all Improvements and fixtures now or hereafter attached thereto.

Rent: The rent amount as set forth in Article IV, Section 1.

Taxes: All present and future taxes, assessments, customs, charges, tariffs, imposts, duties, levies and other governmental charges, including without limitation, income taxes, gross receipts taxes, unincorporated business income taxes, payroll taxes, sales taxes, use taxes, privilege taxes, margin taxes, franchise taxes, personal property (tangible and intangible) taxes, real estate taxes, excise taxes, stamp taxes, withholding taxes, value added taxes, and all penalties, fines, and interest thereon, in all cases imposed by an government unit having taxing power.

Term Commencement Date: The date on which Landlord delivers possession of the Premises to Tenant, which date is estimated to be July 1, 2016.

2. This Lease includes and incorporates all Exhibits attached to this Lease.

## ARTICLE II

### PREMISES

1. Landlord hereby demises and leases unto Tenant, and Tenant hereby leases and takes from Landlord, subject to and in accordance with the covenants, terms and conditions set forth below, the Premises, and all other rights, easements and privileges appurtenant to the Premises. Landlord shall, as part of this Lease, also demise and lease unto Tenant those certain items of furniture, fixture, and equipment included in the FF&E listed on Exhibit C.

2. Tenant agrees to accept the Premises, the Improvements, and the FF&E on the Term Commencement Date in their existing "as is" condition and acknowledges that the Premises, the Improvements, and the FF&E will be suitable for Tenant's specific use of the Premises.

3. Subject to the provisions of Article IX, Landlord shall be responsible for maintaining the Premises and the FF&E in accordance with the Facility Maintenance Plan attached to this Lease as Exhibit B. Tenant shall be responsible to pay for any additional Improvements or Alterations to the Premises or additional items of FF&E. Such additional Improvements, Alterations, and items of FF&E will be subject to the terms and conditions of Article X below.

### ARTICLE III

#### TERM

1. The Lease Term shall commence on the Term Commencement Date and shall continue for the Lease Term (as may be extended as herein provided). The Term Commencement Date shall be the date set forth in Article I.

2. Provided that Tenant has not committed an uncured default (or if Tenant would be in default but for the passage of time, the giving of notice or both), Tenant shall have the right to extend the Lease Term for the Additional Terms upon written notice to Landlord at least one hundred eighty (180) days prior to the expiration of the then applicable Lease Term. If Tenant exercises its option to extend the term of this Lease, Tenant shall lease the Premises during the applicable Additional Term upon all of the terms and conditions of this Lease. Notwithstanding the foregoing, Tenant shall have no right to extend the Lease Term beyond the ninety-ninth (99<sup>th</sup>) anniversary of the Lease Term Commencement Date.

3. The term of this Lease is contingent upon the availability of funds appropriated annually in sufficient amounts to pay the rent pursuant to this Lease. If the Oklahoma State Legislature, at any time during its duly convened legislative process, fails, neglects, or refuses to appropriate or continue appropriation of sufficient funds as may be required for the Tenant to continue the payments required hereunder, Tenant and Landlord shall each have the right to terminate this Lease without penalty on the date funds are no longer available, upon written notice to the other party. Tenant shall notify Landlord of the possibility of termination due to insufficient or unavailability of funds at the earliest possible time. Tenant and Landlord shall do all things lawfully within their power to obtain and maintain funding for this Lease during its term.

4. At any time following the Effective Date of this Lease but prior to the Term Commencement Date, Tenant, its agents, contractors or other representatives shall have the right to enter all areas of the Premises for the purpose of commencing certain activities it deems necessary prior to occupancy by Tenant. Tenant shall inform Landlord prior to entering the Premises and shall include a general description of the activities to be performed. This right of entry shall not create any obligation on the part of Tenant to pay Rent prior to the Term Commencement Date.

### ARTICLE IV

#### RENT

1. (a) The Rent payable by Tenant to Landlord during the initial Lease Term shall be as follows:

<u>Lease Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1	\$0	\$0
2	\$4,500,000.00	\$375,000.00
3	\$10,000,000.00	\$833,333.33
4	\$11,000,000.00	\$916,666.67
5	\$12,000,000.00	\$1,000,000.00

(b) The Rent payable by Tenant to Landlord during each Additional Term (if exercised by Tenant as provided in this Lease) shall be equal to the Rent due during the Lease Year prior to the Additional Term in question, adjusted by the CPI Increase.

2. During each Lease Year of the Lease Term, Tenant shall pay the Rent to Landlord in equal monthly installments, without setoff or deduction, unless otherwise provided in this Lease. Landlord shall invoice Tenant for the monthly rent in an electronic form acceptable to Tenant by the fifth of each calendar month. Tenant shall normally pay such invoices within thirty (30) days of receipt of Landlord's invoice by Tenant. Any proper invoice unpaid more than forty-five (45) days after receipt of a proper invoice shall accrue interest at the Default Rate beginning on the thirtieth (30<sup>th</sup>) date after receipt by Tenant of the proper invoice. The payment of such interest shall not excuse or cure any default or modify any obligation of Tenant under this Lease.

3. All sums payable by Tenant under this Lease shall be deemed Rent and shall be paid to Landlord in legal tender of the United States at the Address for Notices to Landlord. If Landlord shall at any time accept Rent after it shall have become due and payable, such acceptance shall not excuse a delay upon subsequent occasions, or constitute a waiver of any of Landlord's rights hereunder.

## ARTICLE V

### TAXES

1. Landlord shall pay before delinquency and without reimbursement from Tenant all Taxes assessed upon it by any governmental unit against the Premises, the Improvements, and the FF&E and any Taxes levied, assessed, or imposed upon the conduct of Landlord's business at the Premises. Taxes due by Landlord under this Article V, Section 1 shall be the amount of Taxes determined by Landlord after taking into account in good faith reliance on any exemption certificates or exemption representation provided to it by Tenant, and based on the understanding that the Lease shall be treated as a lease of real property, with Landlord's leasing of the FF&E to Tenant as incidental to Landlord's leasing of the Premises to Tenant.

2. Tenant represents that it is exempt from the assessment of State personal property, sales, use, occupancy and excise taxes. Further, Tenant represents that it is exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. The parties agree if that any new sales, use, occupancy, or excise Taxes are imposed in the future by any taxing authority on Tenant, to the extent that Tenant is not exempt, Tenant shall be responsible for such Taxes. The parties



further agree that if that any new sales, use, occupancy, or excise Taxes are imposed in the future by any taxing authority on Landlord, Landlord and Tenant shall cooperate and negotiate in good faith to minimize Landlord's burden of any such future Taxes.

3. Each party, at its sole expense and in its sole discretion, shall have the right to contest assessments pertaining to Taxes for which they are responsible. The other party shall reasonably cooperate as necessary to the extent legally permissible and commercially reasonable in any such contest.

## ARTICLE VI

### UTILITIES AND SERVICES

1. Landlord shall cooperate with Tenant in transferring all utility services accounts to Tenant, including trash removal and recycling services, water and sewer, electricity and/or gas, telephone, cable and fiber optic services, to be furnished to the Premises at Tenant's expense. Tenant shall be obligated to ensure the constant provision of electricity, gas, water and sewer service to the Premises throughout the Term so as to maintain the security, condition, and operation of the Premises. Such obligations shall include timely paying all bills.

2. Without Landlord's prior written consent, Tenant shall not connect equipment in the Premises that consumes more electricity than permitted by the building standard specifications.

3. Tenant shall work directly with the utility service provider in the event of any disruption of service. In no event shall Landlord be liable to Tenant for any interruption or failure in the supply of any utilities to the Premises, except that if such interruption or failure: (a) is the result of Landlord's negligent or willful act or omission or failure to satisfy its obligations under the Facility Maintenance Plan attached to this Lease as Exhibit B, (b) is not cured within one (1) day of notice to Landlord, and (c) materially interferes with Tenant's use of the Premises, then Tenant shall be entitled to rent abatement in proportion to Tenant's diminished use of the Premises beginning on the second (2<sup>nd</sup>) consecutive day of such interruption or failure and continuing until the supply of utilities is restored. Landlord shall have no responsibility or liability for any interruption or failure in the supply of any utilities to the Premises caused by strikes, accidents or by any other causes beyond Landlord's control, or by orders or regulations of any federal, state, county, or municipal authority; and Tenant agrees that Tenant shall have no claim for damages nor shall there be any abatement of Rent in the event that any of such services shall be discontinued or shall fail to function for any such reason.

## ARTICLE VII

### USE OF PREMISES; HAZARDOUS SUBSTANCES

1. Tenant shall use and occupy the Premises solely for the Permitted Uses. Tenant, at its sole cost and expense, will observe and comply promptly with all present and future laws, ordinances, regulations, orders or other legal requirements of the United States of America, the State of Oklahoma, and any other public or quasi-public authority having jurisdiction over the

Premises and the requirements of Landlord's insurance relating to or affecting the Premises, the condition thereof, all machinery, equipment and furnishings therein, or incident to Tenant's occupancy and use of the Premises. Tenant shall not remove the FF&E from the Premises.

2. Tenant shall not Generate in, on, under or about the Premises, any Hazardous Substance, nor shall Tenant permit or allow any third party to do so, without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. Tenant shall pay or reimburse Landlord for any costs or expenses incurred by Landlord, including attorneys', engineers', consultants' and other experts' fees and disbursements incurred or payable to determine, review, approve, consent to or monitor activities by Tenant involving Hazardous Substances, including, without limitation, above and below ground testing. Landlord is hereby authorized to enter upon the Premises for such purposes. Tenant shall supply Landlord with historical and operational information regarding the Premises, including without limitation, all reports required to be filed with governmental agencies, as may be requested by Landlord to facilitate site assessment, and shall make available for meetings with Landlord, appropriate personnel having knowledge of such matters. Tenant shall notify Landlord in writing, immediately upon the discovery, notice (from a governmental authority or other entity) or reasonable grounds to suspect, by Tenant, its agents, its successors or assigns, the presence in the Premises or the Improvements of any Hazardous Substance or conditions that result in a violation of or could reasonably be expected to violate this Article VII, Section 2, together with a full description thereof. Tenant shall store, remove and dispose of all medical or bio-hazardous waste and material in accordance with all applicable laws, rules and regulations.

#### ARTICLE VIII

#### ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease or sublet all or any portion of the Premises without the prior written consent of Landlord, which may be given or withheld in Landlord's sole discretion.

#### ARTICLE IX

#### MAINTENANCE AND REPAIRS

1. Landlord shall implement a Facility Maintenance Plan concerning the Premises, the Improvements, and the FF&E, which program shall comply with the minimum requirements attached hereto as Exhibit B. The Facility Maintenance Plan may be amended by agreement of the parties at any time to reflect reasonable changes. Tenant shall permit Landlord reasonable access at all times for the purpose of providing the foregoing services and performing maintenance and repairs to the Premises.

2. Tenant shall promptly notify Landlord of any required maintenance or repair. In the event Tenant discovers the need for maintenance or repair and fails to notify Landlord in a timely manner and such failure causes otherwise avoidable damage, Tenant shall be responsible for all costs and expenses arising out of any such avoidable damage and incurred by the Landlord in conducting such maintenance of such avoidable damage and shall pay such costs within thirty (30) days of receipt of an invoice from Landlord.

3. Tenant shall be solely responsible for the cost of maintenance, repairs and replacements that are over and above the maintenance program set forth in the Facility Maintenance Plan attached hereto as Exhibit B or not covered by a commercially reasonable warranty and necessitated due to Tenant's or its agents', employees', contractors', invitees', or visitors' negligent or willful acts or omissions or violations of this Lease.

4. It is agreed and understood that the Premises shall be equipped in accordance with the mandatory physical plant American Correctional Association Standards, to include necessary window treatments, fixtures for adequate lighting, electrical wiring and outlets, plumbing facilities to include hot and cold water, and central vented heat and refrigerated air-conditioning adequate to maintain air temperature between 68 and 74 degrees on a twenty-four hour basis, unless otherwise determined by the Tenant. Tenant acknowledges that it has had the opportunity to inspect the Premises and has determined that the Premises meet the standards of the American Correctional Association as of the term commencement date, and Landlord agrees to make any repairs or improvements that become necessary due to changes in standards of the American Correctional Association at no cost to the Tenant.

5. Tenant may, with Landlord's written authorization, install data and telephone cabling/services and modular panels, if applicable, prior to occupancy of the Premises, at no cost to Landlord, with the understanding that it must not interfere with Landlord's preparation of said space for occupancy by Tenant.

6. Landlord shall provide Tenant with adequate advance written notification of any need to shut down any utility serving the Premises for the purpose of performing repairs or maintenance

#### ARTICLE X

#### ALTERATIONS

1. Tenant shall not have the right to make any Alterations to the Premises or the Improvements without the prior written consent of Landlord. If during the Lease Term, Tenant desires Landlord to make, at Tenant's sole cost, any Alterations to the Premises or the Improvements, then Tenant shall provide Landlord with a written request regarding such Alterations with sufficient detail for Landlord to design and bid the requested Alterations. The parties will then work in good faith to reach mutual agreement regarding the costs and manner in which the requested Alterations will be performed, including the schedule of work and terms of Tenant's repayment of Landlord's costs in connections with the Alterations. Tenant shall be responsible for Landlord's hard costs of performing the Alterations; engineering, design and permitting fees; and a reasonable management fee to pay Landlord's overhead. If the parties are unable to reach mutual agreement regarding the requested Alterations, Landlord shall have no obligation to perform the same.

## ARTICLE XI

### SIGNS

Tenant shall have the right to erect at its sole cost and expense the signage it typically uses at facilities similar to the one on the Premises, replacements thereof and any other signage Tenant desires, so long as Tenant complies with all applicable laws. Such signage shall be removed by Tenant upon the expiration of the Lease and Tenant shall restore the Premises to the condition existing upon Tenant's initial installation of such signage.

## ARTICLE XII

### ACCESS BY LANDLORD

Tenant shall permit Landlord, its agents and representatives, to enter the Premises at all times to perform its obligations under this Lease and shall provide Landlord's maintenance personnel with all appropriate keys to allow such access. During the twelve (12) month period prior to the expiration of the Lease Term or earlier termination of this Lease, Landlord may access the Premises to exhibit the same to prospective tenants. In connection with any access of the Premises by Landlord, Landlord shall minimize the disruption to Tenant's use of the Premises and comply with all security procedures and policies established from time to time by Tenant.

## ARTICLE XIII

### INSURANCE; INDEMNIFICATION

1. Landlord, at its sole cost and expense, shall at all times keep the FF&E, the Improvements and all personal property and equipment of Landlord located on the Premises insured at replacement cost with "all-risk" coverage as is or then shall be commonly included in policies insuring similar property against loss by fire and other casualties. Landlord shall furnish to Tenant an original Certificate of Insurance naming the Certificate Holder as follows: State of Oklahoma, Department of Corrections. The Certificate of Insurance shall be attached to this Lease as "Exhibit D". A valid Certificate of Insurance shall be provided to Tenant as changes occur or on an annual basis throughout the lease term.

2. Throughout the Lease Term, each party shall obtain and maintain workers' compensation insurance in the amount required by the state in which the Premises is located for the benefit of their respective employees.

3. Each policy described in Article XIII, Sections 1 and 2 shall: (i) be issued by a company licensed to do business in the jurisdiction in which the Premises is located; (ii) contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured may have waived its right of action against any party prior to the occurrence of a loss, and shall provide that the insurer thereunder waives all right of recovery by way of subrogation against the other party (even if the loss or damage is caused by the fault or negligence of the other party), its partners, agents, employees, and representatives, in connection with any loss or damage covered by such policy; and (iii) be primary and non-contributory.

4. Tenant shall maintain insurance covering Tenant's contents through the Risk Management Program established by 74 O.S. § 85.34 et seq. and administered by the Office of Management and Enterprise Services Division of Capital Assets Management. Tenant shall provide Landlord with a Certificate of Self Insurance upon request. Without waiving any defense or immunity, and subject to and in accordance with the provisions of the Governmental Tort Claims Act, 51 O.S. § 151 et seq., Tenant agrees to bear responsibility for all expenses, fines, judgments, costs and damages caused by Tenant or Tenant's officials, employees, invitees, representatives, or agents or for acts or omissions of its employees, invitees, representatives, or agents.

5. Tenant shall be responsible for damage or loss of personal property, equipment, or fixtures placed in or on the Premises by Tenant, or its agents, employees, invitees, or inmates unless the damage or loss was caused as a result of a failure of the building systems or Landlord's negligence. Said personal property, equipment, or fixtures shall remain the property of Tenant and may be removed by the Tenant without penalty.

6. Landlord and Tenant mutually release and discharge each other (as well as the officers, directors, shareholders, members, partners, agents and employees of each party) from responsibility and liability for loss or damage to any building, structure or other property (real or personal) of the other party at the Premises that may arise from a fire or other casualty covered by insurance carried by the releasing party (or required to be carried pursuant to the terms of this Lease), unless caused by the negligence or willful misconduct of the other party or its agents, employees, contractors, or invitees.

#### ARTICLE XIV

#### DAMAGE OR DESTRUCTION

Except as hereinafter provided, if any of the Improvements or FF&E shall be damaged by fire or other casualty, the damage shall be promptly and fully repaired by Landlord at its sole cost and expense and this Lease shall not terminate but shall remain in full force and effect. During the time of repair, if the space cannot be fully utilized by Tenant, payments required under this Lease shall either be reduced or withheld on a pro rata basis in accordance with the amount of space available for use by the Tenant. If the Premises are unfit for occupancy by the Tenant as a result of damage by fire or any other cause or causes, this Lease may be terminated and the Tenant may vacate the Premises with no further obligation to the Tenant under this Lease from the date that the Premises were damaged. If, however, any of the Improvements are damaged by fire or other casualty and there are fewer than twelve (12) months remaining in the Lease Term at the time of the fire or other casualty, Landlord shall either repair the damage as provided above or terminate this Lease upon thirty (30) days' prior written notice to Tenant. Tenant shall be responsible for damage to or loss of any of the Improvements or FF&E to the extent caused by the negligence or willful misconduct of Tenant or its agents, employees, contractors, inmates or invitees.

## ARTICLE XV

### CONDEMNATION

1. If the entire Premises is condemned or taken by any governmental authority, whether by court proceeding or legislative act, then, and in that event, the term of this Lease shall cease and terminate on the date possession is to be given to the condemning governmental authority. If less than twenty percent (20%) of the Premises is so condemned or taken, and if the remainder of the Premises can be used by Tenant for the conduct of its business in a manner reasonably acceptable to Tenant, then this Lease shall continue in full force and effect without change with respect to the remaining portion of the Premises. The foregoing notwithstanding, (i) if twenty percent (20%) or more of the Premises is condemned or taken, or (ii) if any portion of the Premises is condemned or taken and the remainder of the Premises cannot reasonably be used for the Permitted Uses, then Tenant shall have the option to terminate this Lease upon thirty (30) days' prior written notice to Landlord, in which event all rights and obligations of Landlord and Tenant hereunder shall terminate. If this Lease shall continue, Landlord shall with reasonable promptness, repair and/or rebuild the remaining portion of the Premises. In the event of any termination of this Lease under this Article XV, Section 1, all amounts payable by Tenant under this Lease shall be prorated as of the date Tenant vacates the Premises.

2. All awards, damages and compensation paid on account of such condemnation shall belong to Landlord. Tenant assigns to Landlord all rights thereto. Tenant shall not make any claim against Landlord or the condemnor for any portion thereof attributable to damage to the Premises, value of the unexpired portion of the Lease Term, loss of profits or goodwill, leasehold improvements or severance damages. The foregoing shall not prevent Tenant from pursuing a separate claim against the condemnor for the value of movable furnishings and movable trade fixtures installed in the Premises solely at Tenant's expense and relocation expenses, provided that such claim in no way diminishes any award, damages or compensation payable to Landlord.

## ARTICLE XVI

### DEFAULT

Each of the following shall constitute an Event of Default on the part of a party:

- A. The failure of a party to make any payment required under this Lease that is not cured by payment within thirty (30) days after receiving notice from the other party that payment is past due.
- B. Failure of a party to keep, observe, perform, meet or comply with any covenant, agreement, term, or provision of this Lease required to be kept, observed, met, performed, or complied with by a party hereunder, which such failure continues for a period of thirty (30) days after the allegedly offending party has received a written notice of deficiency from the allegedly aggrieved party.
- C. If a party (a) admits in writing its inability to pay its debts; (b) makes a general assignment for the benefit of creditors; (c) suffers a decree or order appointing a

receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) days; (d) suffers a proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and if contested by it, not to be dismissed or stayed within sixty (60) days; or (e) suffers any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property.

No breach of this Lease by either party shall constitute an Event of Default and no action with regard to same may be instituted unless and until the party asserting a breach specifies that a deficiency or deficiencies exist(s) that, unless corrected or timely cured, will constitute a material breach of this Lease on the part of the party against which a breach is asserted. Nothing in this section is intended to prevent any party from terminating this Lease as provided in any other section of this Lease.

If a material breach of this Lease by either party remains uncured more than thirty (30) days after written notice thereof by the party asserting this breach, this shall be an Event of Default, provided, however, a substantial good faith effort to cure the breach shall not be an Event of Default if it is cured within a reasonable time thereafter.

Upon the occurrence of an Event of Default, either party shall have the right to pursue any remedy it may have at law or equity, including but not limited to: reducing its claim to judgment, including seeking an award of attorney's fees and costs, taking action to cure the Event of Default, and termination of the Lease.

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

Neither party shall be liable for failure to perform under this Lease in the event of a Force Majeure event. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the event resulting in the delay.

## ARTICLE XVII

### SURRENDER; HOLDING OVER

1. Upon the expiration of the Lease Term or earlier termination of this Lease, Tenant shall quit and surrender the Premises to Landlord, in good order, condition and repair, ordinary wear and tear excepted, free and clear of all subtenancies created hereunder and free and clear of all liens and encumbrances other than such exceptions as Landlord shall have previously consented to in writing.

2. Any and all trade fixtures, furniture, equipment and other personal property (whether or not affixed to the Premises or Improvements) furnished or installed by or at the expense of Tenant, which does not constitute part of the Improvements or FF&E, shall be removed by Tenant prior to the expiration of the Lease Term. The cost of repairing any damage to the Premises or the Improvements arising from such removal shall be borne by Tenant.

3. Whenever Landlord shall reenter the Premises as provided in this Lease, any property of Tenant not removed by Tenant upon the expiration of the Term of this Lease or within thirty (30) days after a termination shall be considered abandoned, and Landlord may remove any or all such items and dispose of the same in any manner or store the same in a public warehouse or elsewhere for the account and at the expense and risk of Tenant, all in accordance with applicable law.

4. Any holding over after the expiration or termination of the Lease Term shall be construed to be a tenancy from month-to-month for an amount of Rent which shall be equal to one hundred fifty percent (150%) of the Rent payable during the last month of the Lease Term.

#### ARTICLE XVIII

##### QUIET ENJOYMENT

Landlord covenants that it has the right to enter into this Lease for the Lease Term, and that, so long as Tenant is not in default under this Lease beyond any applicable cure period expressly granted herein, Tenant shall freely, peaceably and quietly occupy and enjoy the full possession of the Premises.

#### ARTICLE XIX

##### GENERAL PROVISIONS

1. Neither Tenant's obligations to pay Rent, nor anything else contained in this Lease, shall be construed as creating a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties hereto other than that of landlord and tenant.

2. At any time and from time to time, upon not less than ten (10) business days' prior written notice from either party hereto ("Requesting Party"), the other party ("Responding Party") shall execute and deliver to Requesting Party a written statement certifying: (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect, as modified, and stating the applicable modifications); (b) the dates to which Rent and any other charges hereunder have been paid by Tenant; (c) whether or not, to the best knowledge of Responding Party (without independent inquiry or investigation), Requesting Party is in default in the performance of any covenant, agreement or condition contained in this Lease, and if so, specifying the nature of such default; (d) the address to which notices to Responding Party are to be sent; (e) the Effective Date and the date the Lease Term will expire subject to the right of Tenant to extend the Lease Term for one or more Additional Terms; and (f) certifying any other terms or conditions regarding this Lease or the Premises which Requesting Party may reasonably request, it being intended that any such statement delivered hereunder may be relied upon by any third party not a party to this Lease to the extent such statement is not inconsistent with the terms of this Lease.

3. To the extent permissible under applicable law, Tenant and Landlord hereby waive trial by jury in any action, proceeding, claim or counterclaim brought by either party and against the other party in connection with any matter arising out of or in any way connected with this



Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage. Tenant and Landlord hereby consent to service of process and any pleading relating to any such action, proceeding, claim or counterclaim at the place for notices hereunder; provided, however, that nothing herein shall be construed as requiring such service at the Premises. Landlord and Tenant each hereby waives any objection to the venue of any action filed by either party in any court situated in Oklahoma County, Oklahoma, and each party further waives any right, claim or power, under the doctrine of forum non conveniens or otherwise, to transfer any such action filed by any party in any such court to any other court.

4. All notices or other communications required hereunder shall be in writing and addressed to the Address for Notices to Landlord or the Address for Notices to Tenant (as the case may be) as set forth in Article I, Section 1, and shall be deemed received (i) if hand delivered, when delivered in person (with receipt therefor), or (ii) if given by commercial overnight delivery service, the first business day after being sent prepaid by such overnight delivery service, or (iii) if given by facsimile, when transmitted to the applicable facsimile number specified in Article I, Section 1 above for Landlord or Tenant (as the case may be) during normal business hours and confirmation of completed receipt is received during normal business hours (provided a copy of the same is sent by overnight delivery service on the same day), or (iv) if given by certified mail, return receipt requested, postage prepaid, two (2) days after posting with the United States Postal Service. Either party may change its address for the giving of notices by written notice given in accordance with this Section.

5. Each provision of this Lease shall be valid and enforced to the fullest extent permitted by law. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby.

6. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution.

7. The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective heirs, personal representatives, successors and assigns.

8. This Lease contains the entire agreement of the parties hereto and supersedes all prior agreements, negotiations, letters of intent, letters of interest, proposals, representations, warranties, understandings and discussions between the parties hereto. Any representation, inducement, warranty, understanding or agreement that is not contained in this Lease shall be void and of no force or effect. This Lease may not be modified or changed in whole or in part in any manner other than by an instrument in writing duly signed by both parties hereto.

9. This Lease shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

10. All information received by Tenant from the Landlord or any source concerning this lease, including the Lease itself, may be treated by the Tenant as public information subject to disclosure under any applicable laws relating to public records (the "Public Records Law") in the

State of Oklahoma. Landlord understands that although all materials received by Tenant in connection with this Lease are intended for exclusive use of the Tenant, they are potentially subject to disclosure pursuant to any such Public Records Law. Tenant shall notify Landlord of any request for disclosure of information that Landlord has reasonably requested Tenant hold in confidence. Tenant shall thereafter disclose the requested information pursuant to Public Records Law unless Landlord, within five (5) days of receiving notice of the discloser request, requests nondisclosure, provides Tenant with a legally sound basis for the nondisclosure request, and agrees to indemnify, defend and hold the Tenant harmless in any and all actions brought to require disclosure.

11. Landlord is required to retain records relative to the Lease for the duration of the Lease and for a period of seven (7) years following completion or termination of the Lease. If a claim, audit, litigation or other action involving records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

12. If Landlord sells the Premises, the new owner shall take possession subject to the terms of this Lease.

13. Landlord and Tenant, as applicable and subject to any limitations set forth in this Lease, shall be responsible for compliance with all applicable federal, state and local laws, codes, ordinances, rules, and regulations pertaining to health, safety, fire, and public welfare. Furthermore, the State Fire Marshal must inspect the Premises prior to the initial occupancy, or renovation of existing space, and/or approve building plans for new construction, for compliance with the Life Safety Code, Fire Prevention Code, National Fire Protection Association Standards, and American Correctional Association Standards, and shall provide a written report of said inspection or signed floor plan to Tenant prior to the initial lease term.

14. Except as otherwise provided in this Lease, Tenant may not terminate this Lease during the initial Lease Term. During any Additional Term, Tenant may terminate the Lease whenever, for any reason, it determines that it is in the best interest to do so. Tenant shall provide Landlord at least 180 days' notice of termination. The Lease shall remain in effect during the notice period. Upon such notice of termination, neither party shall have any right to any general, special, incidental or any other damages whatsoever of any description or amount. The notice of termination may be withdrawn or revoked at any time.

15. Landlord shall allow Tenant to install, setup, and operate on the Premises inmate services similar or the same as what is provided at other prisons operated by Tenant at Tenant's expense, including but not limited to the following: inmate telephone service, video visitation service.

16. Prior to initial occupancy, the Premises shall be inspected by the appropriate State of Oklahoma regulatory agency for the presence of friable asbestos as defined in 40 O.S. § 451-457. Reinspection of the Premises will not be necessary after initial occupancy unless it is so determined by the appropriate State of Oklahoma regulatory agency or Tenant.

17. The Landlord and Tenant, as applicable, shall be responsible for compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336) and all amendments and

requirements imposed by the regulations issued pursuant to that act, as mutually agreed upon between the Landlord and Tenant so as to adequately meet the Tenant's A.D.A. requirements.

18. The Landlord and Tenant, as applicable, shall adhere to the requirements of the Oklahoma Occupational and Safety Standards Act of 1970, as defined in 40 O.S. § 401-424.

19. Prior to entering the Premises, all employees, agents, contractors, invitees, or licensees of Landlord who will be working at the Premises on a regular basis shall be subject to a criminal background investigation conducted by Tenant and shall be subject to approval by Tenant through the warden at the Premises. Upon entering the Premises, all employees, agents, contractors, invitees, or licensees of Landlord shall comply with all of Tenant's policies and operating procedures applicable to correctional centers.

20. All employees, agents, contractors, invitees, or licensees of Landlord who will be working at the Premises on a regular basis shall be required to complete Tenant's pre-service training, in-service training, and other safety training in accordance with Tenant's operating procedures. Said training will be provided by Tenant at no charge to Landlord.

21. The Landlord attests that neither Landlord nor anyone subject to Landlord's direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein. Additionally, Landlord agrees to complete and execute the Certification for Competitive Bid and/or Contract (Non-Collusion Certification) attached to this Lease as Exhibit "E."

22. Landlord certifies that Landlord and its principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state, or local department or agency; b) have not within a three-year period preceding the Lease been convicted of or had a civil judgment rendered against them for commission of, or a criminal offense in connection with, obtaining, attempting to obtain, or performing a public contract, for violation of federal or state antitrust statutes, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, or making false statements or receiving stolen property; c) are not presently indicted for commission of any of the above-mentioned offenses; and d) have not within a three-year period preceding this contract had one or more public contracts terminated for cause or default.

23. Article and section headings are used herein for the convenience of reference and shall not be considered when construing or interpreting this Lease.

24. TIME IS OF THE ESSENCE with respect to each of Tenant's and Landlord's obligations under this Lease.

25. This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. This Lease may be delivered by facsimile transmission.

26. Tenant may not record this Lease or a memorandum thereof without Landlord's prior written consent, which may be withheld in Landlord's sole discretion.

27. The deletion of any printed portion of this Lease shall not be deemed to reflect an intention of the parties to contradict the portion so deleted. Such deleted portion shall be deemed not to have been inserted in this Lease.

28. At the expiration of the Lease Term or earlier termination of this Lease, Tenant shall deliver to Landlord all keys to the Premises, whether such keys were furnished by Landlord or otherwise procured by Tenant.

29. In the event of a breach by Landlord of any of its obligations under this Lease and, as a result thereof, if Tenant recovers a monetary judgment against Landlord or any affiliate, agent, or partner of Landlord, such judgment shall be limited to an amount equal to the fair market value of the Premises, including all rents and issues, insurance proceeds, condemnation awards and proceeds of the sale of the Premises.

30. Tenant agrees that, upon receiving written notice of any termination of Landlord's interest in the Premises, Tenant shall, upon written request, attorn to the person or entity then holding title to the reversion of the Premises and/or to any assignee of Landlord's interest in the Lease (the "Successor") and to all subsequent Successors provided the Successor agrees to recognize the rights of Tenant under this Lease, and shall pay to the Successor all rents and other monies required to be paid by Tenant hereunder, and perform all of the other covenants, agreements, provisions, conditions, obligations and/or duties of Tenant contained in this Lease. Tenant shall, at any time hereafter, on ten (10) business days' written notice, confirm to Landlord, Landlord's lenders, or any other party designated by Landlord or its successors or assigns, Tenant's obligations under the provisions of this section.

31. Each party to this Lease represents and warrants that this Lease has been duly authorized, executed and delivered by all necessary action on behalf of such party, constitutes the valid and binding agreement of such party and is enforceable in accordance with its terms.

32. If either party institutes any action or proceeding in court to enforce any provision(s) hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing party in any such action or proceeding shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party, together with its other reasonable litigation costs and expenses.

33. Landlord reserves the right to convey, assign or transfer its interest in and to the Premises to a subsidiary, parent or other affiliate of Landlord at any time, and in such event Tenant shall look solely to such affiliate of Landlord for the satisfaction of all obligations of Landlord under this Lease. In addition, Landlord (including any affiliate of Landlord succeeding to the interest of Landlord under this Lease) may, without transferring its interest in the Premises, delegate or assign any obligations of Landlord to provide services under this Lease to one or more affiliates of Landlord. In such event, however, Landlord shall remain obligated to ensure performance of any such obligations so assigned in accordance with the terms of this Lease.

34. At the commencement of the Lease, Landlord shall furnish, at no cost to Tenant, the soft assets included on Exhibit F attached hereto (the "Inventory"). Landlord shall have no obligation to repair, maintain or replace any item of Inventory during the Lease term. Any item

of Inventory remaining at the Premises upon expiration or termination of this Lease shall be deemed the property of Landlord.

**ARTICLE XX**

**BROKERAGE COMMISSION**

Landlord and Tenant represent and warrant that neither party has employed a real estate broker with respect to the transaction described in this Lease.

**ARTICLE XXI**

**AUTOMATIC TERMINATION**


This Lease shall automatically terminate and become null and void if it has not been executed on behalf of Landlord and delivered to Tenant by 5:00 p.m. (local Nashville, Tennessee time) on May 10, 2016, TIME BEING OF THE ESSENCE.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed and delivered on their behalf by their duly authorized representatives as of the date set forth on the first page hereof.

**[SIGNATURE PAGE FOLLOWS]**

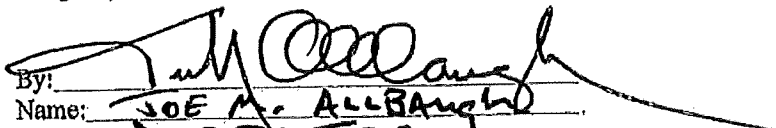
**LANDLORD:**

**CORRECTIONS CORPORATION OF AMERICA**, a Maryland corporation

By:   
Name: Natasha K. Metcalf  
Title: Vice President, Partnership Development

**TENANT:**

**OKLAHOMA DEPARTMENT OF CORRECTIONS**,  
an agency of the State of Oklahoma

By:   
Name: JOE M. ALLBAUGH  
Title: DIRECTOR

## EXHIBIT A

### Description of Premises

A tract of land in the Southeast Quarter (SE/4) of Section 34 and the Southwest Quarter (SW/4) of Section 35, all in Township 10 North, Range 23 West of the Indian Meridian, Beckham County, Oklahoma, being more particularly described by metes and bounds as follows: Beginning at a point on the East line and 175.0 feet North of the Southeast corner of said Southeast Quarter of Section 34; thence N 0°12'34" W for 10.0 feet; thence S 89°48'59" W and along the North Right of Way of State Highway No. 152 for 738.56 feet; thence Westerly on a curve to the right with a radius of 17078.74 feet for a distance of 361.93 feet; thence N 77°29'49" W for a distance of 50.66 feet; thence Westerly on a curve to the right with a radius of 17068.74 feet for a distance of 164.85 feet; thence N 0°09' W and along the West line of the East Half of the Southeast Quarter of Section 34 a distance of 1290.56 feet to the Southerly Right of Way line of the Farmrail Railroad (formerly C.R. I & P); thence Northeasterly on a curve to the left with a radius of 1960.08 feet and along said Southerly Right of Way line a distance of 346.03 feet; thence N 43°56'16" E a distance of 1288.41 feet; thence N 89°31'12" E and along the North line of said Southeast Quarter for 154.07 feet to the Northeast corner of said Southeast Quarter and being the Northwest corner of said Southwest Quarter of Section 35; thence S 00°12'34" E along the West line of said Southwest Quarter of Section 35 a distance of 1 foot; thence N 89°52'30" E a distance of 79.93 feet; thence S 4°15'50" W for 413.85 feet; thence S 44°37'08" E for 458.7 feet; thence S 12°43'22" W for 376.22 feet; thence S 56°37'45" E for 117.4 feet; thence S 0°12'34" E for 1299.0 feet to said North Right of Way line of State Highway No. 152; thence S 89°47'55" W and along said North Right of Way line a distance of 382.26 feet to the point of beginning.

## EXHIBIT B

### FACILITY MAINTENANCE PLAN

#### 1.0 Routine/Preventative Maintenance

##### 1.1 General

A. From the Effective Date and thereafter, the Landlord will maintain and repair the Premises, including the maintenance of all systems on or about the Premises (i.e., conveyance systems; electrical, mechanical, heating, ventilation and plumbing distribution systems, roofing, telecommunication systems, fire alarm systems, including notification and suppression; landscaping and parking), as well as its Furnishings, Fixtures and Equipment (FF&E) noted in the FF&E Schedule (Exhibit C), in accordance with the Maintenance Plan so as to minimize breakdowns and loss of the Tenant's use of the Premises caused by deferred or inadequate maintenance. Such maintenance and repair shall include but not be limited to:

1. Generally maintaining the Premises in good, vermin-free, operating condition and appearance.
2. Furnishing prompt, good quality repair of the Premises.
3. Furnishing prompt, good quality repair or replacement of damaged or worn infrastructure systems and the FF&E.
4. Maintaining the requisite amount of supplies on hand to promptly repair and or replace damaged or worn infrastructure systems and FF&E.
5. Furnishing preventative maintenance through a Computer Maintenance Management System (CMMS), including, but not limited to, manufacturer's recommended servicing of infrastructure systems and the FF&E
6. Furnishing ongoing maintenance and prompt repair of any and all special equipment and systems including but not limited to, fire suppression systems, special HVAC systems for computer rooms, and Uninterrupted Power Supply (UPS) systems.
7. Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballast, starters, and filters for the heating, ventilating and air conditioning equipment as required utilizing a preventative maintenance program.
8. Furnishing remedial painting as necessary to maintain the Premises in a neat, clean and orderly condition.
9. Annual testing and maintenance of all fire extinguishers, fire suppression and fire/smoke detection in or adjacent to the Premises.



10. Repairing and replacing as necessary building network cable and inside wire cable used for voice and data transmission.
11. Repairing and replacing parking lot bumpers and paving as necessary. Repaint directional arrows, striping, etc., as necessary.
12. Keeping parking areas and sidewalks free of debris, maintaining landscaped areas, including sprinklers, drainage, etc., in a growing, litter-free, weed-free, and neatly mowed and/or trimmed condition.
13. Repairing and replacing floor covering as necessary. Landlord, at Landlord's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repairing or replacement of floor covering.
14. Promptly removing snow, water, oil spills, debris, or other materials which may be hazardous to users of the building from walkways, parking lots, entrances, and auxiliary areas.
15. Landlord will be responsible for repairing and maintaining any locks (mechanical locks, electro-mechanical locks and associated indication switches) at doors and gates, sliding doors, gate devices and door position switches; it shall also, be responsible for maintaining electro-mechanical locking control systems on the Premises. Landlord will provide on staff a subject matter expert in locking systems to conduct the preventative maintenance of locking devices. Tenant shall report to Landlord daily any deficiencies in any locking device or locking control system. Landlord shall be responsible for repairs and maintenance of locksets and Tenant will be responsible for administration of keys. Landlord shall provide a complete inventory of all keys to the Premises upon Term Commencement Date and shall ensure that all keys are in possession of the Tenant at that point, with no unaccounted keys previously issued for the Facility. Tenant shall ensure that it provides the appropriate keys to Landlord's maintenance personnel during the Term.

Landlord shall provide prompt repair or correction for any damage at its sole cost and expense as part of its repair and maintenance obligations herein, except Tenant shall be responsible for damage arising from a willful or negligent act of the Tenant, its agents, employees or inmates. In this event, Tenant agrees to reimburse Landlord's actual costs for such repairs which Landlord shall promptly perform.

Except in emergency situations, the Landlord shall give not less than 48 hour prior notice to Tenant when any pest control, remodeling, renovation, or repair work affecting the Tenant occupied space may result in employee health concerns in the work environment.

- B. The Landlord shall perform those routine inspections, maintenance and minor repairs as necessary to achieve and sustain all local, State and Federal operating permits, licenses and other regulatory compliance for all systems subject thereto.

- C. The Landlord agrees to schedule such work in such a manner as to pose the least disruption to Tenant's ongoing operations.
- D. Landlord shall provide all maintenance activities at a standard of quality and frequency not less than industry practice and/or manufacturer's recommendations in each instance.
- E. Within fifteen (15) days from the Effective Date of the Lease, Landlord shall provide to Tenant a copy of its Annual Maintenance Work Schedule for Routine Maintenance to comply with this provision. Such information should include a listing of each element to be maintained by Landlord. Any deviation from this Schedule shall be submitted to Tenant in advance for its approval which Tenant may withhold in its reasonable discretion. Tenant's failure to respond to a request for a Schedule deviation within five (5) Days shall be deemed an approval.
- F. Landlord shall ensure that it maintains the appropriate level of maintenance staff, supplies and services contracts as necessary at all times during the term of this Lease to perform its required obligations hereunder.
- G. Tenant agrees that to the extent feasible and where practicable in each instance, as determined by Tenant in its sole discretion, it will provide an available labor force of inmates to augment Landlord's required maintenance staff. Nothing in this section is intended to guarantee to Landlord the availability of inmate staff for these purposes. Landlord shall be obligated to pay the per diem rate to any inmate used for this purpose.

## 2.0 Automated Maintenance System/Work Order Processing

### 2.1 General

- A. Landlord shall ensure the establishment and ongoing maintenance of an automated maintenance tracking system on behalf of Tenant, which system shall be utilized in accordance with Landlord's Policy 7-2 ("Landlord Policy"), a copy of which shall be provided to Tenant. In the event of a conflict between Landlord Policy, and the policies, procedures, rules and regulations to be established by Tenant for the Facility, Tenant's policies, procedures, rules and regulations will govern. Landlord shall provide an initial training to key personnel designated by Tenant to understand how Landlord will initiate, track and complete all maintenance and repair activities contemplated hereunder. A monthly report shall be issued by Landlord to Tenant showing the month's activities, or more frequently if requested by Tenant.
- B. In addition to work initiated by Landlord to maintain and repair the Premises, Landlord's automated system shall provide for the ability to initiate maintenance and repair activities at Tenant's request ("Tenant Work Requests") in a timely

manner and according to required response and resolution time-frames as further outlined in this plan.

## 2.2 Work Request / Work Order Tracking and Reporting

- A. The Landlord shall input, track, record and report all Tenant Work Requests in its automated system.
- B. The Tenant will designate one or more Work Request Coordinators ("WRC(s)") and Tenant will submit all work requests except for emergencies to the Landlord through the WRC(s).
- C. The Tenant will submit all Tenant Work Requests except emergencies to the Landlord utilizing Landlord's standard work request form.
- D. The Tenant shall communicate Tenant Work Requests to the Landlord in accordance with Landlord Policy priority definitions, which are as follows:

### 1. EMERGENCY

Conditions that demand immediate response to protect and save property and/or preserve health, life and safety. Immediate response and implementation of measures to alleviate the situation is required. Permanent repair will follow as necessary. Personnel are dispatched immediately by radio in advance of system generated work request / work order creation. The Landlord must have a written plan, approved by the Tenant, to provide alternative provisions provided by Landlord in cases of utility outages (including but not limited to electrical, potable and waste water, and HVAC outages), which ensures tenant is capable of providing continuous delivery of critical services to the population such as food, water, heat, and air.

EMERGENCY items include but are not limited to the following conditions:

- a. Security fences and alarm failures
- b. Fire alarms
- c. Electrical sparks, smoke
- d. Downed electrical lines
- e. Electrical outage (entire building)
- f. Water outage
- g. Ruptured steam, water, sewer or gas lines
- h. HVAC outages
- i. Overflowing toilet

- j. Storm water flooding into a building
- k. Sewage system failure causing back up.
- l. Broken, gushing or misdirected irrigation device
- m. Sprinkler head causing flooding.
- n. Gas leaks or smell of gas
- o. Food service related deficiencies that have an immediate impact on sanitation
- p. Loss of refrigerated storage space

## 2. URGENT

Urgent situations pose the potential threat of personal injury, equipment damage or a serious disruption to normal operations. Whenever possible, urgent work requests / work orders shall be completed within 24 hours to alleviate the situation before injury occurs, equipment or property is damaged or the condition worsens. Personnel are dispatched as soon as practical and may be dispatched in advance of a system generated work request / work order but will respond within the same shift or within 24 hours maximum based on type of issue and time remaining in shift.

URGENT items include but are not limited to the following conditions:

- a. Broken window/door glazing
- b. Inoperable doors (non-cell or security)
- c. HVAC temperature adjustments (i.e. hot/cold calls)
- d. Toilets/urinals running constantly
- e. Loss of refrigerated storage space
- f. Toilets stopped up (non-inmate toilets)
- g. Inoperable lighting and power switches
- h. Roof or plumbing pipe leaks
- i. Loss of domestic hot/cold water
- j. Pest issue in food preparation/serving area

## 3. ROUTINE

Maintenance, minor repair or services that do not pose an immediate risk to facilities, systems, equipment or personnel and that can be handled on a routine planned and scheduled basis. Advanced coordination with the requestor is typically required to allow scheduling of personnel and receipt of materials. Immediate dispatching of personnel is not required. ROUTINE items include but are not limited to the following conditions:

- a. Cracked glass replacement
- b. Grounds maintenance request
- c. Dripping faucets/showers

#### 4. SCHEDULED

Maintenance, minor repair or services that do not pose an immediate risk to facilities, systems, equipment or personnel and that can be handled on a scheduled basis. Advanced coordination with the requestor is typically required to allow scheduling of personnel and receipt of materials. Immediate dispatching of personnel is not required. Personnel respond as scheduled and based on system generated work requests / work orders. Response is typically greater than 5 business days.

Scheduled items include but are not limited to the following conditions:

- a. Painting
  - b. Floor finish repair
  - c. Light bulb change
  - d. Inoperative switches, outlets or lighting (where lighting is sufficient and other power outlets are available)
  - e. Grounds maintenance
  - f. Preventative maintenance
  - g. Predictive testing and inspection
  - h. Minor projects (shelf, cabinet, bulletin board install, etc.)
- E. Landlord's system shall provide for the accurate and efficient status tracking, retrieval and reporting of all requested, scheduled and completed work required, including work required by Tenant.

#### 2.3 Regular Monthly Reporting

- A. The Landlord's maintenance organization shall prepare and submit a record of all work requested, completed and outstanding no later than the tenth day of each month to an assigned representative of Tenant. A meeting will be held monthly no later than the 15<sup>th</sup> of each month to review the following Facility Management activities.
- Tenant Work Request Report
  - Preventative Work Order Report
  - Review any requested work by the Tenant.
  - Provide Tenant with upcoming scheduled of inspections and results of previous inspections with plan of actions if applicable.
- B. The Landlord shall provide the report in Adobe portable document format (pdf) and transmit the same via email to the address designated by Tenant.

#### 2.4 Major Repairs and Replacements

- A. Landlord shall, in addition to any routine/preventative maintenance it is obligated to perform, perform any major repairs or replacements with respect to the Premises that may be required from time to time due to unplanned breakages/failures or system obsolescence.
- B. Landlord agrees to initiate the work within a reasonable time upon receipt of notice of the circumstances and in consultation with Tenant.
- C. Landlord will meet with Tenant in the first quarter of each calendar year to review Capital Expenditure requests from Tenant to be assessed and submitted for approval for the next year's funding.

EXHIBIT C

FF&E

[ATTACHED]

R550091 CCA0010  
PHINTON JPD900

Exhibit C - FF&E  
Corrections Corp. of America  
Asset Balances  
FACILITY ASSET VERIFICATION - JP  
As of 3/31/2016

Verification	notes	Description	Serial Number	Asset Number	Date Acquired	Current Quantity
FIRE SYSTEM	FIXED ASSET	SPRINKLER RECALL OMEGA		41369	4/1/2002	1
FIRE SYSTEM	FIXED ASSET	FIRE ALARM UPGRADE		42588	1/1/2003	1
FIRE SYSTEM	FIXED ASSET	PHASE ONE - FIRE ALARM		63417	9/1/2008	1
HOUSEHOLD	FIXED ASSET	BUNK BED WALL MOUNTED		57845	5/1/2007	144
HOUSEHOLD	FIXED ASSET	DESK WALL MOUNTED		57846	5/1/2007	144
HOUSEHOLD	FIXED ASSET	TV SHELF WALL MOUNTED		57849	5/1/2007	30
HOUSEHOLD	FIXED ASSET	SEAT WALL MOUNTED		57851	5/1/2007	144
HOUSEHOLD	FIXED ASSET	BUNK BED WALL MOUNTED		57853	5/1/2007	90
HOUSEHOLD	FIXED ASSET	DESK WALL MOUNTED		57855	5/1/2007	126
HOUSEHOLD	FIXED ASSET	TV SHELF WALL MOUNTED		57857	5/1/2007	240
HOUSEHOLD	FIXED ASSET	SEAT WALL MOUNTED		57859	5/1/2007	126
HOUSEHOLD	FIXED ASSET	BUNK BED WALL MOUNTED		57861	5/1/2007	162
HOUSEHOLD	FIXED ASSET	DESK WALL MOUNTED		57863	5/1/2007	168
HOUSEHOLD	FIXED ASSET	SEAT WALL MOUNTED		57864	5/1/2007	270
HOUSEHOLD	FIXED ASSET	BUNK BED WALL MOUNTED		57865	5/1/2007	144
HOUSEHOLD	FIXED ASSET	DESK WALL MOUNTED		57866	5/1/2007	102
HOUSEHOLD	FIXED ASSET	BUNK BED WALL MOUNTED		57867	5/1/2007	144
HOUSEHOLD	FIXED ASSET	BUNK BED WALL MOUNTED		57868	5/1/2007	126
HOUSEHOLD	FIXED ASSET	SEAT WALL MOUNTED		57869	5/1/2007	270
HOUSEHOLD	FIXED ASSET	BUNK BED WALL MOUNTED		57870	5/1/2007	234
HOUSEHOLD	FIXED ASSET	DESK WALL MOUNTED		58103	6/1/2007	420
HOUSEHOLD	FIXED ASSET	SEAT WALL MOUNTED		58104	6/1/2007	540
HOUSEHOLD	FIXED ASSET	BUNK BED WALL MOUNTED		58105	6/1/2007	36
HOUSEHOLD	FIXED ASSET	SEAT WALL MOUNTED		58106	6/1/2007	252
HOUSEHOLD	FIXED ASSET	30 - TABLE 4 SEAT DAYROOM		58958	9/1/2007	30
HOUSEHOLD	FIXED ASSET	6 - TABLE 3 SEAT DAYROOM		58959	9/1/2007	6
HOUSEHOLD	FIXED ASSET	TABLE 4 SEAT DAYROOM		59431	11/1/2007	30
HOUSEHOLD	FIXED ASSET	TABLE SEAT DAYROOM		59432	11/1/2007	6
HOUSEHOLD	FIXED ASSET	TABLE 4 SEAT DAYROOM		59433	11/1/2007	12
HOUSEHOLD	FIXED ASSET	TABLE 3 SEAT DAYROOM		59434	11/1/2007	6
HOUSEHOLD	FIXED ASSET	TABLE 4 SEAT DAYROOM		59435	11/1/2007	42
HOUSEHOLD	FIXED ASSET	TABLE 4 SEAT DAYROOM		59436	11/1/2007	4
HOUSEHOLD	FIXED ASSET	DESK WALL MOUNTED		61515	2/1/2008	120
HOUSEHOLD	FIXED ASSET	TABLE 4 SEAT DAYROOM		61516	2/1/2008	30
HOUSEHOLD	FIXED ASSET	BUNK BED WALL MOUNTED		62566	6/1/2008	3
HOUSEHOLD	FIXED ASSET	TABLE 4 SEAT		70341	1/1/2010	34
HOUSEHOLD	FIXED ASSET	ICE MAKER W/BIN PRODIGY 107		75214	5/1/2011	3
HOUSEHOLD	FIXED ASSET	ICE MAKER CUBE W/BIN 145LB		76030	9/1/2011	6
HOUSEHOLD	FIXED ASSET	ICE MAKER CUBE W/BIN 145LB		76143	9/1/2011	6
HOUSEHOLD	FIXED ASSET	BARBER CHAIR ALL PURPOSE		61034	12/1/2007	3
HOUSEHOLD	FIXED ASSET	WEIGHT MACHINE P812		17773	3/1/1998	1
HOUSEHOLD	FIXED ASSET	TREADMILL TR4500		57137	2/1/2007	1
HOUSEHOLD	FIXED ASSET	WEIGHT MACHINE MULTI STATIO		57332	3/1/2007	1
HOUSEHOLD	FIXED ASSET	WEIGHT MACHINE 13 STATION		61040	12/1/2007	5
KITCHEN	FIXED ASSET	GAS KETTLE 100 GAL		55026	9/1/2006	1
KITCHEN	FIXED ASSET	BOWL CUTTER 18 INCH		61688	3/1/2008	1
KITCHEN	FIXED ASSET	BOWL CUTTER, 18 INCH		61821	3/1/2008	1
KITCHEN	FIXED ASSET	MIXER UNIVEX 80 QUART		62274	5/1/2008	1
KITCHEN	FIXED ASSET	DBL CONVECTION OVEN		62367	5/1/2008	1
KITCHEN	FIXED ASSET	BRAISING PAN, GAS, 40 GALLO		62368	5/1/2008	1
KITCHEN	FIXED ASSET	BRAISING PAN GAS 40 GAL VUL		66245	3/1/2009	1
KITCHEN	FIXED ASSET	DISHWASHER INSINGER CONVEYO		66246	3/1/2009	1
KITCHEN	FIXED ASSET	CONVECTION OVEN GAS DBL VUL		70592	3/1/2010	3



Verification	notes	Description	Serial Number	Asset Number	Date Acquired	Current Quantity
KITCHEN	FIXED ASSET	STEAMTABLE 4 WELL MOBILE		70598	3/1/2010	1
KITCHEN	FIXED ASSET	MIXER UNIVEX 80 QUART		70990	5/1/2010	2
KITCHEN	FIXED ASSET	STEEL TABLE 96IN		74342	12/1/2010	1
KITCHEN	FIXED ASSET	ICE MAKER W/BIN 562LB		74343	12/1/2010	1
KITCHEN	FIXED ASSET	REFRIGERATOR HD DOUBLE		74344	12/1/2010	1
KITCHEN	FIXED ASSET	GRIDDLE GAS 72IN VULCAN		75124	4/1/2011	1
KITCHEN	FIXED ASSET	KETTLE GAS STATIONARY 100GA		75521	6/1/2011	1
KITCHEN	FIXED ASSET	CONVECTION OVEN GAS DBL VUL		78407	12/1/2011	2
KITCHEN	FIXED ASSET	KETTLE GAS STATIONARY 100GA		78408	12/1/2011	2
KITCHEN	FIXED ASSET	DISHWASHER INYSINGER SUPER		80108	9/1/2012	1
KITCHEN	FIXED ASSET	HEATED CABINET DOUBLE VICTO		87825	2/1/2015	3
KITCHEN	FIXED ASSET	KETTLE GAS STATIONARY 80GAL		87990	3/1/2015	1
KITCHEN	FIXED ASSET	HEATED CABINET DOUBLE VICTO		74637	1/1/2011	2
KITCHEN	FIXED ASSET	DROP IN HOT FOOD WELL		74638	1/1/2011	2
KITCHEN	FIXED ASSET	DROP IN COLD FOOD WELL		74639	1/1/2011	2
KITCHEN	FIXED ASSET	TRAY DELIVERY CART ALUMINUM		74744	2/1/2011	1
KITCHEN	FIXED ASSET	HEATED CABINET DOUBLE VICTO		75213	5/1/2011	3
KITCHEN	FIXED ASSET	WORK TABLE 144IN 3 COMPART		75783	8/1/2011	1
KITCHEN	FIXED ASSET	WALK-IN COOLER/FREEZER		76331	10/1/2011	1
KITCHEN	FIXED ASSET	CAMCART ULTRA CAMBRO NO HEA		78081	12/1/2011	10
KITCHEN	FIXED ASSET	X-TRAY DELIVERY CART		80303	10/1/2012	13
KITCHEN	FIXED ASSET	TRAY DELIVERY CART ENCLOSED		82125	4/1/2013	2
KITCHEN	FIXED ASSET	TRAY DELIVERY CART		82659	8/1/2013	4
KITCHEN	FIXED ASSET	REEL OPEN HOSE		82765	8/1/2013	2
KITCHEN	FIXED ASSET	TRAY DELIVERY CART		83256	11/1/2013	5
KITCHEN	FIXED ASSET	ENCLOSED CABINET MOBILE		88103	4/1/2015	3
LAUNDRY	FIXED ASSET	HEAT PRESS DIGITAL KNIGHT 1		76146	9/1/2011	1
LAUNDRY	FIXED ASSET	SCALE RECEIVING DIGITAL PLP		79480	5/1/2012	1
LAUNDRY	FIXED ASSET	DRYER UNIMAC 170LB	1404009374	85496	5/1/2014	5
LAUNDRY	FIXED ASSET	WASHER UNIMAC 125LB	1404029531	85497	5/1/2014	3
MAINTENANCE	FIXED ASSET	TRACTOR JOHN DEERE 5105	LV5105C512541	47337	7/1/2004	1
MAINTENANCE	FIXED ASSET	TRUCK 2006 FORD F-150	1FTRF12W96NA7	53361	2/1/2006	1
MAINTENANCE	FIXED ASSET	KEY MACHINE		61693	3/1/2008	1
MAINTENANCE	FIXED ASSET	CART HEAVY DUTY SECURITY		26093	5/1/2000	1
MAINTENANCE	FIXED ASSET	ELECTRIC BLOWER		42904	3/1/2003	1
MAINTENANCE	FIXED ASSET	STORAGE CABINET		55264	10/1/2006	1
MAINTENANCE	FIXED ASSET	WELDER MIG		55486	11/1/2006	1
MAINTENANCE	FIXED ASSET	PRESSURE WASHER		58107	6/1/2007	1
MAINTENANCE	FIXED ASSET	POWER WASHER 3000 PSI		61041	12/1/2007	1
MAINTENANCE	FIXED ASSET	WELDER MIG WIRE FEED		61460	2/1/2008	1
MAINTENANCE	FIXED ASSET	SCISSOR LIFT ELECTRIC GENIE		65644	12/1/2008	1
MAINTENANCE	FIXED ASSET	ZERO TURN MOWER G5035		70605	3/1/2010	2
MAINTENANCE	FIXED ASSET	RETRIEVAL SYSTEM		71253	6/1/2010	1
MAINTENANCE	FIXED ASSET	TRACTOR BRANSON 5530 CAB W/		72471	11/1/2010	1
MAINTENANCE	FIXED ASSET	ROTARY CUTTER - PULL TYPE		72472	11/1/2010	1
MAINTENANCE	FIXED ASSET	TRAILER 18FT HAULER-WOOD FL		72473	11/1/2010	1
MAINTENANCE	FIXED ASSET	TOOL CABINET 10 DWR ROLLING		75046	4/1/2011	2
MAINTENANCE	FIXED ASSET	SAFETY CABINET FLAMMABLE		75596	7/1/2011	1
MAINTENANCE	FIXED ASSET	SAFETY CABINET CAN		75597	7/1/2011	1
MAINTENANCE	FIXED ASSET	DOCK LEVELER CM6625-20		82187	4/1/2013	1
MAINTENANCE	FIXED ASSET	REFRIGERANT RECOVERY MACHIN		82925	9/1/2013	1
MAINTENANCE	FIXED ASSET	LIFT REACH GEHL RS6-34	RS634J20221402	85563	6/1/2014	1
MAINTENANCE	FIXED ASSET	DRAIN CLEANING MACHINE RIGI		88696	7/1/2015	1
MEDICAL	FIXED ASSET	MEDICAL VIDEO MODULE - AMD		78057	12/1/2011	1
MEDICAL	FIXED ASSET	GEN EXAM CAMERA - AMD		78059	12/1/2011	1
MEDICAL	FIXED ASSET	DIGITAL OTOSCOPE W/MACRO VI		78060	12/1/2011	1
MEDICAL	FIXED ASSET	TELEPHONIC STETHOSCOPE - AM		78061	12/1/2011	1
MEDICAL	FIXED ASSET	SCALER BOBCAT ULTRASONIC		41057	12/1/2001	1

Verification	notes	Description	Serial Number	Asset Number	Date Acquired	Current Quantity
MEDICAL	FIXED ASSET	COT MX-PRO R-3 AMBULANCE		42856	3/1/2003	1
MEDICAL	FIXED ASSET	EKG MACHINE ATRIA 3000		43460	7/1/2003	1
MEDICAL	FIXED ASSET	PC CARTS WALKAROO II		53356	2/1/2006	2
MEDICAL	FIXED ASSET	AUTOCALVE TUTTNAUER CLASSIC T2408605		53357	2/1/2006	1
MEDICAL	FIXED ASSET	PULSE OXIMETER NPB 40		53358	2/1/2006	1
MEDICAL	FIXED ASSET	ECG ATRIA 3000 INTERPRETIVE	A3000-008911	53423	2/1/2006	1
MEDICAL	FIXED ASSET	VITAL SIGN MONITOR		54338	6/1/2006	2
MEDICAL	FIXED ASSET	EXAM TABLE		57274	3/1/2007	1
MEDICAL	FIXED ASSET	FIBEROPTIC SURGICAL HANDPIE		58360	7/1/2007	1
MEDICAL	FIXED ASSET	DENTAL X-RAY MACHINE		58593	8/1/2007	1
MEDICAL	FIXED ASSET	VITAL SIGN MONITOR		61027	12/1/2007	1
MEDICAL	FIXED ASSET	EXAMINATION TABLE		61028	12/1/2007	1
MEDICAL	FIXED ASSET	OPTOMETRIST CHAIR		61190	12/1/2007	1
MEDICAL	FIXED ASSET	CURING LIGHT LED		61261	1/1/2008	1
MEDICAL	FIXED ASSET	CART, EMERGENCY 5 DWR		61263	1/1/2008	1
MEDICAL	FIXED ASSET	ECG MACHINE ATRIA 3100		61503	2/1/2008	1
MEDICAL	FIXED ASSET	EXAM TABLE		61504	2/1/2008	4
MEDICAL	FIXED ASSET	STORAGE CABINET		61505	2/1/2008	2
MEDICAL	FIXED ASSET	COT, STRYKER, MX-PRO R3		61506	2/1/2008	1
MEDICAL	FIXED ASSET	SPOT BITAL SIGNS UNIT		62032	4/1/2008	1
MEDICAL	FIXED ASSET	DEFIBRILLATOR POWERHEART AE		62111	4/1/2008	1
MEDICAL	FIXED ASSET	HOSPITAL BED MANUAL		62949	7/2/2008	1
MEDICAL	FIXED ASSET	TRANSPORT STRETCHER		63489	9/1/2008	1
MEDICAL	FIXED ASSET	DEFIBRILLATOR AED POWERHEAR	4188203	65985	1/1/2009	1
MEDICAL	FIXED ASSET	DEFIBRILLATOR AED		66677	5/1/2009	1
MEDICAL	FIXED ASSET	EXAM TABLE, RITTER 204		68290	12/1/2009	1
MEDICAL	FIXED ASSET	INTEGRA INTEGRATED SCALING		70284	1/1/2010	2
MEDICAL	FIXED ASSET	MOTOR, HANDPIECE LOWSPEED		70420	2/1/2010	1
MEDICAL	FIXED ASSET	POWER PLUS CLIN COMP 3 YR		70591	3/1/2010	1
MEDICAL	FIXED ASSET	FORCEP - GMX 100		71051	5/1/2010	1
MEDICAL	FIXED ASSET	VITAL SPOT MONITOR PULSE		72281	10/1/2010	1
MEDICAL	FIXED ASSET	VITAL SPOT MONITOR PULSE		72355	11/1/2010	1
MEDICAL	FIXED ASSET	OTOSCOPE/OPHTHALM W/WALL UN		72376	11/1/2010	1
MEDICAL	FIXED ASSET	AUTOCLAVE MIDMARK M9 (#2143 (M9022) RR0309)		72469	11/1/2010	1
MEDICAL	FIXED ASSET	EXAM TABLE, RITTER 204		72470	11/1/2010	2
MEDICAL	FIXED ASSET	CRASH CART EMERG 30IN		82004	3/1/2013	1
MEDICAL	FIXED ASSET	X-RAY PREVA DC INTRAORAL	-30A1027	82923	9/1/2013	1
MEDICAL	FIXED ASSET	RESTRAINT BED DURAMAX		83201	10/1/2013	1
MEDICAL	FIXED ASSET	VACUUM DENTAL MIDMARK CV3	V1589227	87528	12/1/2014	1
MEDICAL	FIXED ASSET	DENTAL CHAIR E1702 W/ BACK	SP1752720 Peltor	88472	6/1/2015	2
MEDICAL	FIXED ASSET	DENTAL DELIVERY SYSTEM E172	SET1752401	88473	6/1/2015	2
MEDICAL	FIXED ASSET	SWING MOUNT REAR W/ASST INS	RM52521	88474	6/1/2015	2
MEDICAL	FIXED ASSET	ELLIPSE DENTAL LIGHT HELIOS	HLSE3901	88475	6/1/2015	2
MEDICAL	FIXED ASSET	NOVUS E DIGITAL PAN UNIT (Crani)	SO1400928	88476	6/1/2015	1
MEDICAL	FIXED ASSET	TELEHEALTH CAMERAS / EQUIPM		75595	7/1/2011	1
Physical Plant	FIXED ASSET	BOOSTER HEATER HATCO ELECTR		74345	12/1/2010	1
PHYSICAL PLANT	FIXED ASSET	SECURITY CAGE MOBILE		88105	4/1/2015	1
PHYSICAL PLANT	FIXED ASSET	GENERATOR 5000WT 10HP		25775	12/1/1999	2
Physical Plant	FIXED ASSET	GRINDER MUFFIN MONSTER	14617	40871	10/1/2001	1
Physical Plant	FIXED ASSET	TOOL CAGE		50730	5/1/2005	1
Physical Plant	FIXED ASSET	A/C UNIT 12000 BTU		82481	6/1/2013	1
Physical Plant	FIXED ASSET	A/C UNIT 12000 BTU		84859	12/1/2013	1
Physical Plant	FIXED ASSET	GATES MANUAL LOCKED		82245	4/1/2013	5
Physical Plant	FIXED ASSET	HVAC		67440	8/1/2009	1
Physical Plant	FIXED ASSET	HVAC RTU TRANE		72354	11/1/2010	6
Physical Plant	FIXED ASSET	ROOF - ADMIN BLDG		74529	12/1/2010	1
Physical Plant	FIXED ASSET	HVAC UNITS (13) TRANE		76168	9/1/2011	1
Physical Plant	FIXED ASSET	BOILERS/WATER SOFT/STORAGE		76392	10/1/2011	1

Verification	notes	Description	Serial Number	Asset Number	Date Acquired	Current Quantity
Physical Plant	FIXED ASSET	HVAC - 3-7.5 TON, 2-5 TON		79661	6/1/2012	1
Physical Plant	FIXED ASSET	CELL DOOR MONITORING SYSTEM		79662	6/1/2012	1
Physical Plant	FIXED ASSET	AUGER MONSTER		80154	9/1/2012	1
Physical Plant	FIXED ASSET	GATE SLAM LOCK 5570A-2-RH24		81775	12/1/2012	16
Physical Plant	FIXED ASSET	SWING DOOR AIRLOCK 9500 SER		82379	5/1/2013	48
Physical Plant	FIXED ASSET	BOILER FUTERA CW1000 FUSION		82501	6/1/2013	1
Physical Plant	FIXED ASSET	EXPANSION TANKS		82502	6/1/2013	6
Physical Plant	FIXED ASSET	LOCK SHIELDS / DOOR GUARDS		82699	8/1/2013	1
Physical Plant	FIXED ASSET	HVAC TRANE FY13 RTU		82837	8/1/2013	5
Physical Plant	FIXED ASSET	BOILER FUTERA CW1000 FUSION		85145	2/1/2014	1
Physical Plant	FIXED ASSET	HVAC TRANE FY14 RTU		85624	6/1/2014	11
Physical Plant	FIXED ASSET	ROOF C&F UNITS		86079	10/1/2014	1
Physical Plant	FIXED ASSET	BOILER FUTERA CW1000 FUSION		86198	11/1/2014	1
Physical Plant	FIXED ASSET	HVAC TRANE FY15 RTU		88792	7/1/2015	11
physical plant	FIXED ASSET	ROOF - ALPHA UNIT		89230	9/1/2015	1
SECURITY	FIXED ASSET	TOUCH SCREEN COMPUTERS		53611	3/1/2006	2
SECURITY	FIXED ASSET	TOUCH SCREEN COMPUTER		74531	12/1/2010	1
SECURITY	FIXED ASSET	TOUCH SCREEN COMPUTER UPGRA		65797	12/1/2008	1
SECURITY	FIXED ASSET	TOUCH SCREEN COMPUTER UPGRA		66359	4/1/2009	1
SECURITY	FIXED ASSET	SECURITY MONITORING EQUIPME		53805	4/1/2006	1
SECURITY	FIXED ASSET	SECURITY CAMERAS		53873	5/1/2006	1
SECURITY	FIXED ASSET	PELCO DVR		53874	5/1/2006	1
SECURITY	FIXED ASSET	3 - VIDEO SYSTEM VSX 3000		58957	9/1/2007	3
SECURITY	FIXED ASSET	CCTV		61026	12/1/2007	1
SECURITY	FIXED ASSET	SECURITY CAMERA PTZ		61189	12/1/2007	1
SECURITY	FIXED ASSET	CCTV		62364	5/1/2008	1
SECURITY	FIXED ASSET	CCTV		68310	12/1/2009	1
SECURITY	FIXED ASSET	SECURITY CAMERA UPGRADE		71794	8/1/2010	1
SECURITY	FIXED ASSET	SECURITY CAMERA PELCO PTZ		75702	7/1/2011	6
SECURITY	FIXED ASSET	AUDIBLE ALARM & CAMERA INST		76642	11/1/2011	1
SECURITY	FIXED ASSET	SECURITY CAMERA PELCO PTZ		78215	12/1/2011	6
SECURITY	FIXED ASSET	MONITOR 22IN CCTV LCD VIEWI		81952	2/1/2013	5
SECURITY	FIXED ASSET	XRAY IMAGING SYSTEM DIGITAL		66793	6/1/2009	2
SECURITY	FIXED ASSET	KEYWATCHER SYSTEM		61036	12/1/2007	1
SECURITY	FIXED ASSET	KEYWATCHER ILLUMINATED SYST		57708	5/1/2007	1
SECURITY	FIXED ASSET	METAL DETECTOR		61343	1/1/2008	1
SECURITY	FIXED ASSET	METAL DETECTOR MULTIONE WAL		61344	1/1/2008	4
SECURITY	FIXED ASSET	X-RAY MACHINE PORTABLE HI-S	75939	62369	5/1/2008	1
SECURITY	FIXED ASSET	TOUCH SCREEN MONITOR		63718	10/1/2008	1
SECURITY	FIXED ASSET	METAL DETECTOR SMD600		70287	1/1/2010	2
SECURITY	FIXED ASSET	MAN DOWN SYSTEM PENDANTS		71681	8/1/2010	100
SECURITY	FIXED ASSET	MANDOWN SYSTEM		72081	9/1/2010	1
SECURITY	FIXED ASSET	PARCEL SCANNER 6040DS	88888	75318	5/1/2011	2
SECURITY	FIXED ASSET	TABLE ENTRY/EXIT 20IN		75319	5/1/2011	2
SECURITY	FIXED ASSET	TABLE ENTRY/EXIT 40IN		75320	5/1/2011	2
SECURITY	FIXED ASSET	MONITOR CCTV 22IN LCD		79377	5/1/2012	4
SECURITY	FIXED ASSET	METAL DETECTOR SMD601		79744	7/1/2012	1
SECURITY	FIXED ASSET	RAZOR RIBBON - 233 ROLLS		21193	11/1/1998	1
SECURITY	FIXED ASSET	SCISSOR WIRE - 6 ROLLS		42905	3/1/2003	1
SECURITY	FIXED ASSET	FENCING		57437	3/1/2007	1
SECURITY	FIXED ASSET	RAZOR WIRE		82093	3/1/2013	1
SECURITY	FIXED ASSET	X-RAY IMAGING SYSTEM		61823	3/1/2008	1
SECURITY	FIXED ASSET	STUN FENCE		88620	6/1/2015	1
SECURITY	FIXED ASSET	INTERCOM SYSTEM		65798	12/1/2008	1
SECURITY	FIXED ASSET	INTERCOM SYSTEM		66360	4/1/2009	1
SECURITY	FIXED ASSET	INTERCOM		67030	7/1/2009	1
SECURITY	FIXED ASSET	PA SYSTEM		81891	1/1/2013	1
SECURITY	FIXED ASSET	MASTER GUARD SYSTEM UPGRADE		84948	12/1/2013	1

EXHIBIT D  
CERTIFICATE OF INSURANCE  
[ATTACHED]



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
03/29/2016

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

<b>AGENCY</b> Marsh USA, Inc. 1801 West End Avenue, Suite 1500 Nashville, TN 37203 Attn: Connie Stewart connie.d.stewart@marsh.com	<b>PHONE</b> (AG, No, Ext)	<b>COMPANY</b> (See Attached)
<b>33007 USA PROP-10-17</b> <b>TAX</b> (AG, No):	<b>LEGAL</b> ADDRESS:	<b>LOAN NUMBER</b>
<b>CODE:</b> <b>AGENCY</b> <b>CUSTOMER ID #:</b> <b>INSURED</b> Corrections Corporation of America 10 Burton Hills Blvd. Nashville, TN 37215	<b>SUB CODE:</b>	<b>POLICY NUMBER</b> (See Attached)
		<b>EFFECTIVE DATE</b> <b>EXPIRATION DATE</b> <b>CONTINUED UNTIL</b>                                 <b>TERMINATED IF CHECKED</b>
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>		

### PROPERTY INFORMATION

**LOCATION/DESCRIPTION**  
Additional Named Insured: North Fork Correctional Facility  
Evidence of Insurance/Coverage for 1605 East Main Street, Sayre, OK 73662

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Blanket Limit	260,000,000	SEE ATTACHED
Sublimits	SEE ATTACHED	SEE ATTACHED

Other deductibles may apply as per policy terms and conditions.

### REMARKS (including Special Conditions)

Blanket limit includes Business Interruption coverage.

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

<b>ADDITIONAL INTEREST</b> NAME AND ADDRESS Oklahoma Department of Corrections 3400 Martin Luther King Ave. Oklahoma City, OK 73111	ATL-003184521 13 <b>ADDITIONAL INSURED</b> LOSS PAYEE LOAN # AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Jimmy Evans
---	--

ACORD 27 (2009/12)

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AGENCY CUSTOMER ID: 433577

LOC #: Nashville



### ADDITIONAL REMARKS SCHEDULE

VCY Marsh USA, Inc.		NAMED INSURED Corrections Corporation of America 10 Durton Hills Blvd. Nashville, TN 37215	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 27 FORM TITLE: Evidence of Property Insurance

Carrier: Lexington Insurance Company  
 Policy Number: 039703224  
 Effective Date: 04/01/2016  
 Expiration Date: 04/01/2017

Carrier: Zurich American Insurance Company  
 Policy Number: ERP 5747392-03  
 Effective Date: 04/01/2016  
 Expiration Date: 04/01/2017

Carrier Split:  
 Lexington - 50% (\$200M) pro \$400M  
 Zurich - 50% (\$200M) pro \$400M

Earthquake Sublimit:  
 \$100,000,000 annual aggregate, except:  
 \$5,000,000 EQ - Zone 1  
 \$30,000,000 EQ - Zone 2  
 Excluded - EQ In Pacific Northwest EQ Zone

Flood sublimit:  
 \$100,000,000 annual aggregate, except  
 \$20,000,000 - Flood within 100-Year Flood Zone  
 \$25,000,000 - Flood within 500-Year Flood Zone  
 \$25,000,000 - Newly Acquired Locations

Named Windstorm sublimit:  
 \$250,000,000 annual aggregate, except:  
 \$50,000,000 - Named Windstorm for properties located in Zone 1  
 \$100,000 - Named Windstorm for properties located in Zone 2

\$100,000,000 Equipment Breakdown

Deductibles:  
 \$500,000 - All Other Perils  
 \$500,000 - Earthquake except:  
 CA Zone 1 - 5% of TIV at time of loss at each location involved in the loss or damage  
 New Madrid Zone 1 - 3% of TIV at time of loss at each location involved in the loss or damage.  
 New Madrid Zone 2 - 1% of TIV at time of loss at each location involved in the loss or damage  
 \*\*Subject to a \$500,000 minimum any one occurrence

\$500,000 Windstorm, except  
 5% of TIV at time of loss at each location involved in the loss or damage out of a named windstorm in FL, subject to \$500,000 minimum, and  
 2% of TIV at time of loss at each location involved in the loss or damage out of a named windstorm in the 1 counties except FL, subject to a \$500,000 minimum

\$70,000 Flood, except  
 \$70,000 per occurrence for Property Damage and Time Element combined for locations within a Special Flood Hazard Area (SFHA)  
 \$600,000 per occurrence for Property Damage and Time Element for locations within a Special Flood Hazard Area (SFHA)

AGENCY CUSTOMER ID: 433577  
LOC #: Nashville



### ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGY Marsh USA, Inc.		NAMED INSURED Corrections Corporation of America 10 Burton Hills Blvd. Nashville, TN 37215	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 27 FORM TITLE: Evidence of Property Insurance

[Empty area for additional remarks]

**EXHIBIT E**

**CERTIFICATION FOR COMPETITIVE BID AND/OR CONTRACT**

[ATTACHED]





**Certification for Competitive Bid  
and/or Contract  
(Non-Collusion Certification)**

**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #:

Supplier Legal Name:

Connections Corporation of America

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

**The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:**

the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Natasha K. Metcalf  
Supplier Authorized Signature

5/5/18  
Certified This Date

Natasha K Metcalf  
Printed Name

Vice President, Partnership Development  
Title

615/263-3290  
Phone Number

Natasha.Metcalf@cca.com  
Email

615/263-3180  
Fax Number

Exhibit F - Inventory  
North Fork Soft Goods

Category	Description
Armory	Bolt/Flex Cutters, Files, cleaning supplies, Rock Stone, Punches, Engraver, Fire Arm Bit sets
Clothing	Inmate Shirts (4,000) all colors/sizes, Pants (2,900) all colors/sizes, Shoes(600), Towels (150), Laundry Bags (850), Blankets (4,750) Wash Cloth (100) Socks (100), Jackets (2800)
Copiers	4 copiers
Green House Programs	Green house tools, rakes, shovels, hoses, etc.
Household	Inmate Plastic Chairs, Plastic Folding Tables, Trash Cans, TV's, Microwaves, Refridgerators, Coffee Machines, Dunnage Racks, Carts, Pallet Jacks
Janitorial	Buffers, Mop Buckets, Etc
Key Supplies	wrenches, engraver, bit set, punches, Misc tools
Kitchen Smallwares	Food Trays, Carts, Cambros, cooking utensils, sheet pans, baking racks, pans, tray drying racks
Music / Chapel	Piano, sound equipment, Items in Chapel
Office Supply	Office Supplies, small office Equipment (10-key)
Recreation	Rec equipment, nets, games, balls
VoTech Program	VoTech Tools
Bedding	Mattress (565), Pillows (730)
Computer equipment	Computers, printers, scanners, and other computer equipment
Telephone System	VOIP phone system and components
Radios	Hand held radios
Office Furniture	Desks, Credenzas, chairs, tables, file cabinets, white boards, etc.

Any Vehicles and all Maintenance Equipment that remain will be for the use of CCA Maintenance Staff and will be the responsibility of such staff to maintain and control.

**CORRECTIONAL SERVICES CONTRACT**

**BETWEEN**

**CORECIVIC**

**AND THE**

**STATE OF OKLAHOMA  
DEPARTMENT OF CORRECTIONS**

**July 1, 2021 through June 30, 2023**

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**CONTRACTUAL AGREEMENT  
BETWEEN THE  
STATE OF OKLAHOMA  
DEPARTMENT OF CORRECTIONS  
AND  
CORECIVIC**

THIS CONTRACT, dated as of the 1st day of July 2021 by and between the CoreCivic (the Contractor) and the Oklahoma Department of Corrections (the "State").

WHEREAS, the Contractor is the Operator of an adult male medium security correctional facility, Davis Correctional Facility, consisting of 360 maximum security beds and 1310 medium beds located at 6888 E. 133<sup>rd</sup>, Holdenville, Oklahoma 74848 (the "Facility"); and

WHEREAS, the Contractor desires to provide the requested facility for housing of offenders 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 offenders in the facility and provide for the Facilities' 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. (Fourth Edition, January 2003 and 2008 Standards Supplement, and as the standards may be modified, amended, or supplemented in the future).

Agreement/Contract - means this document, its appendices 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.

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.

Appropriate Housing – means that offender 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. Offenders assigned to general population or restrictive housing must be under the direct supervision of correctional security personnel. Offenders assigned to the medical observation 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 or holding cells/areas simply for bed space. Housing must be appropriate to security level.

Board - means the Oklahoma Board of Corrections.

Breach - for the purpose of this Agreement, the term breach and the term non-performance shall be considered to have the same meaning, that being the failure to perform a condition of the contract.

Contract - means this document, its appendices 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 the Facility as described in this contract, CoreCivic.

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 Davis Correctional Facility located at Holdenville, Oklahoma. A fully equipped and furnished maximum and/or medium custody adult male correctional facility



operated by the Contractor, including housing units, administrative offices and all other structure 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 Warden 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.

Maximum Security – means a security level that offers the highest level of supervision and physical restraint and detection according to Department policy. Physical plant requirements, supervision and movement shall not be less restrictive than established in OP-040101, Facility Security Standards.

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

Medium Security - means a security level that offers a moderate to high degree of physical restraint and detection according to Department policy. Physical plant requirements, supervision and movement shall not be less restrictive than established in OP-040101, Facility Security Standards.

Offender (Synonymous with 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 Offender 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 an offender from another jurisdiction in the facility. However, the State of Oklahoma and the Department of Corrections is not financially responsible for said offender and will not be billed by the Contractor in any manner for said offender.

Offender Day - means each day on which an offender 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 (OMS) – means the Oklahoma Department of Corrections computerized system for maintaining offender records.

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

Operating Standards - means applicable federal, state and local laws, codes, regulations, constitutional requirements, Court Orders, ACA, PREA and local standards, those Department Policies, procedures, Regulations and Directives set forth in Appendix A and the Operational Plan as approved by the Department, subject to the provisions of Section 7.5 If two or more Standards are in conflict, the more stringent shall apply, as determined by Department. Should the Department of Corrections or the Contractor amend an operational policy made applicable to the Contractor by this Contract, either party may seek an adjustment to the per diem pursuant to the provisions of Section 7.5. If any

provision of this Contract is more stringent than an applicable Standard(s), as determined by Department, the Contract provision shall govern.

Operational Plan - means the document which 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 Offender Per Diem Rate costs for the Correctional Services Contract.

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

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

Service Commencement Date – effective date of the contract.

State - means the State of Oklahoma, the Oklahoma Board of Corrections, or the Department of Corrections. 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, express or implied, of this contract.

Section 2.2 Term of Agreement. The parties hereto agree that the term of this Contract is for a two year term beginning July 1, 2021 and ending June 30, 2023. Renewal of the Contract shall be by mutual written agreement of the parties. The parties agree to review and consider additional proposed revisions which may arise throughout the remaining term of this Contract. 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.

Section 2.3 Option to Purchase. During the term of this Contract, the State shall have an option at the beginning of each fiscal year 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 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. The Contractor shall secure necessary legal documents from the owner that recognizes the State's option to purchase. In the event the statutory provision requiring this provision is repealed, this section will become void. The cost of such appraisal shall be shared equally by the parties.

Section 2.4 Termination for Convenience.

- 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
- 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 Offender Housing. The Contractor agrees to provide appropriate housing in accordance with the Operating Standards for 360 maximum and 1310 medium security offenders at Davis Correctional Facility. The number of beds in this contract 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 agreement of the parties with the per diem cost for additional beds to be negotiated.

Section 3.2 Housing of Offenders from Other Jurisdictions. To the extent the Department does not utilize any portion of the beds referenced in 3.1 Offender 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 Offenders. Offenders will be assigned to and housed at the Facility by the Department as either a maximum or medium 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. The Department shall make available to the Contractor the demographic profile of DOC facilities on the anniversary date of this Contract and the Contractor may request such transfers as needed to maintain the proper demographics at Contractor's facility. Approval for such a transfer shall not be unreasonably withheld. In addition, the following information will be supplied:

- A. The offender's original field file will be sent containing the offender's institutional history and other necessary documentation,

- B. The offender's medical record will be sent,
- C. The amount contained in the offender's trust fund account with the funds to be forwarded by the Department to the Facility according to DOC policy.

Section 3.4 Transfers. Offenders may be transferred from the Facility under the following circumstances pursuant to Section 3.4.

- A. Classification changes, approved by the Department, to a higher or to a 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.
- C. Emergency transfers that involve insurrections or such other circumstances occurring at the Facility.

1. Such transportation arrangements will be at the sole expense of the Contractor and may be to another facility which is located in the State of Oklahoma and operated by the 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. The 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. The Contractor will meet all warranty and maintenance requirements. The State shall have the right to review the maintenance program and the 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 PREA 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 maximum or medium security prison. This provision will not be construed to require modifications without agreement between the parties, unless otherwise required by State law e.g. Life Safety Code.

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 offenders. 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-100402 "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.

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 offenders 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 offenders. However, in no event shall offenders or the recipients of their call be required to pay more than offenders assigned to Department operated facilities. Contractors will install, maintain, and utilize telecommunication recording equipment for security purposes in regard to offender 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 D, Private Prison Medical/Mental Health/Dental Services. Internet access will be provided to appropriate personnel to enter medical information on Oklahoma offenders in Oklahoma medical system. The Contractor may request exceptions to the Department standards with appropriate rationale.

Section 5.7 Medical Co-Payment Plan. The Contractor shall institute a medical co-payment plan for offenders 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 offender Welfare Fund.

Section 5.8 Food Service. The Contractor shall provide food service for all offenders 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 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.

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

Section 5.10 Laundry and Offender Clothing. The Contractor shall provide full time offender laundry services and offender clothing in compliance with the Operating Standards. At a minimum, the Contractor shall furnish all offenders with three sets of clothing. Except as otherwise stated herein, the Contractor will provide clothing similar in style, color, quantity, and quality to that issued by Department. An offender coming into the Facility will arrive with a basic issue of clothing suitable for the season of the year in which he arrives. The Contractor will be required to replace clothing items as it wears out and to provide seasonal changes of clothing and special purpose clothing. An offender shall take a full basic issue of clothing that is in good repair and appropriate for the season when they leave the Facility.

Section 5.11 Transportation. The Contractor shall provide for all non-routine offender transportation including transportation for court appearances and medical treatment. The Department shall

normally provide for transportation of offenders upon initial assignment to or from the Facility as provided by the Department's Central Transportation Unit.

Section 5.12 Offender Commissary. The Contractor will provide a commissary for offenders that contain items similar to Department's facilities. The price shall be comparable to those set by the Department. It shall be permissible to deny an offender 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 should not exceed 12%. Any funds remaining shall be paid into the Facility's Offender Welfare Fund and reported quarterly to the Department.

Section 5.13 Mail. The Contractor shall handle and provide delivery of offender mail and correspondence in accordance with OP-030117 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 and the Operating Standards.

Section 5.15 Grievance and Misconduct Procedure. Offenders 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 offender disciplinary policy shall be used. Disciplinary actions that affect sentence length must be approved by the Contract Monitor.

- A. The State is responsible to respond to grievances and appeals on matters occurring during the offender's incarceration prior to and up to the actual transfer of the offender 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 offender's 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 as agreed between the parties which may include reimbursement of the costs of the training.

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

- A. The security level of the Facility will be medium and maximum at all times. The Contractor shall provide security and control in accordance with the Operating Standards. All offender program activities shall take place within the Facility or on

Facility grounds. No offender shall leave the Facility except under security escort in accordance with the Operating Standards. Minimum security offenders may participate in outside work details per DOC policy and approval.

- 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 reportable incidents or emergencies that involve actual or suspected criminal activity. 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.
- 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. The Contractor shall exercise its best efforts to prevent escapes from the Facility. The Contractor shall immediately notify local law enforcement agencies and the Contract Monitor upon discovery of an unauthorized absence or escape. The Contractor shall be responsible for all reasonable expenses incurred by the State for returning offenders captured within the State, including any overtime expenses of its or other agency staff. The State 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.

Section 5.18 Use of Force; Notification.

- A. The Contractor will comply with Department policy regarding use of force standards and incident reporting. To the extent allowed by law, the Department may retain use of force video recordings and agrees that such recordings are confidential, proprietary, security sensitive and exempt from public disclosure. The Contractor will maintain a copy of the video recording for a period of at least five (5) years from the date of the incident.
- B. The Contractor will notify the Contract Monitor and Region III Director during normal business hours immediately by telephone of all reportable incidents and will e-mail copies of all reports in accordance with OP-050108 entitled "Use of Force Standards and Reportable Incidents." After business hours the Duty Officer will receive the notice and reports as required. Time is of the essence with regard to the notifications required for reportable incidents and escapes; therefore, they must be reported as soon as possible.



- C. The Contractor shall establish a reportable incident report log that shall reflect every reportable incident 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 the 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 3<sup>rd</sup> party arbiter provide his/her professional opinion regarding the cause of the incident. CORECIVIC and the Department shall mutually agree upon the 3<sup>rd</sup> party arbiter. If the parties are unable to mutually agree upon the 3<sup>rd</sup> party arbiter, each party shall appoint a representative and the representatives of each party shall agree upon the 3<sup>rd</sup> party arbiter. The cost of the 3<sup>rd</sup> party arbiter shall be shared equally between the parties.

Section 5.19 Operational Plan. The Contractor shall provide the Department, for Department's written approval, an Operational Plan 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 the 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 the 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 make available a complete copy of the policy and operations manual for the Contractor via the DOC website at <http://oklahoma.gov/doc.html> [oklahoma.gov/](http://oklahoma.gov/).

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

Section 5.21 Access to Courts. The Contractor shall provide offenders access to courts in accordance with Departmental policy and the guidance of *Casey v. Lewis* 518 U.S. 343, 116 S.Ct. 2174, 135 L.Ed.2d 606 (1996).

- A. The Contractor will make available to all offenders 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 offender requires materials which are not listed in OP-030115, said offender 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 offender 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 facsimile 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 State shall provide the Contractor with essential data and information relating to sentence computations in accordance with Oklahoma law, their Judgment and Sentence and the applicable Department's policy and procedures for offenders assigned to the Facility. The Contractor shall record and accurately compute each offender's 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 State; provided that the final decisions with respect to sentence computation rests with the State. All offenders 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. 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 State will provide training to the Contractor regarding 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. The Contractor shall provide classification services in accordance with applicable Department

policy. The Contractor may not make any change in an offender's custody level, but may recommend custody level change to the Department for approval. It is reasonable to expect that each Facility will prepare those offenders that will discharge from the Facility directly to the street. Within 180 days of release, case managers will assist the offender in obtaining identification required for obtaining employment, ensure that the offender 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 offender 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. Upon request, all records, reports, and documents will be made available immediately to the Contract Monitor for review. Upon termination of confinement at the Facility, the Contractor will forward a complete copy of the offender's records or institutional field file to the Department.
- B. The Contractor will ensure a case manager/counselor maintains individual offender files documenting each offender's program goals, employment, earned credits, disciplinary records, programmatic involvement and any other significant events.
- C. The Contractor shall report the daily 8:00 a.m. offender count to the Population Management Unit each working day by a time established by that unit. The Contractor shall report Monday by 9:00 a.m. to the Contract Monitor a summary listing of offenders housed in restrictive housing to include: offender name, number, status, 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 Offender Activity. A minimum of eighty percent (80%) of eligible medium security offenders (ineligible offenders 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 rehabilitative programs excluding meal times, count times and routine institutional functions. Offenders' earned credit levels will not be affected by the lack of available jobs or programs. The Contractor shall comply with Department policies on offender 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 offender work programs in accordance with this Contract, Department policy, and state and federal law. The Contractor will provide the Department a copy of the job description signed by the offender that describes the safety training provided. Offenders will be appropriately trained prior to assuming job

duties. Training will be documented in the offender's field file by completion of OP-100401, Attachment D.

1. Inmates will not operate powered industrial equipment/machinery prior to receiving training in the operation/use of; to include awareness of any safety hazards and/or required safety measures (protective equipment, etc.).

2. Staff and inmates must utilize all protective safety equipment, attachments and/or accessories required by the manufacturer to safely carry out the functions of the powered industrial equipment/machinery.

3. Staff and inmates must wear appropriate attire that is property fitted prior to using any equipment in which clothing/accessories could become entangled. Crew supervisors will not allow inmates to operate equipment when wearing attire that creates safety concerns.

4. Inmate training will include the proper utilization/operation of each piece of equipment/machinery the inmate may be assigned to operate/use.

5. Training will include overview of any manufacturer's manual and review of all safety features/placards on the equipment.

6. In accordance with OP-100401 entitled "Safety Awareness and Training", inmate training will be documented utilizing the ODOC Inmate Attendance Roster (Doc100401F) and will include identifying training type (equipment/machinery), employee providing the training to include signature, and date of inmate(s) in attendance. This information will be retained by the supervisor and available for review.

7. Staff and/or inmates will not operate powered industrial equipment/machinery that has been altered/damaged to the point of affecting the safe operation of said equipment. This includes equipment that is fully functional but with modifications to safety switches, guards, etc. Equipment falling into this category will be taken out of service immediately until such time a replacement is acquired or repairs made to bring the equipment into compliance with manufacturer specifications. Any exceptions will require inspection and written approval by the director of Environmental Health and Safety.

8. Staff and inmates shall visually inspect powered industrial equipment/machinery prior to operation/use and document any deficiencies as referenced in the aforementioned paragraph. Deficiencies will be documented on a DOC incident report and submitted to the respective facility/unit head through the appropriate chain of command to include the director of Private Prisons. Documentation will be completed and submitted immediately upon identification of a problem.

9. Staff who are assigned the supervision or oversight of an inmate work crew utilizing powered industrial equipment/machinery will be trained on each piece of equipment/machinery that will be operated/used during their assignment to the work crew.

10. During monthly inspections of facilities or during any tour for inspection, Environmental Health and Safety staff will conduct random checks of work crews, food service areas, factories, farms, etc., to ensure training has been conducted and training records for assigned staff and inmates are documented and are accessible.

11. Facilities will develop and incorporate a process for conducting random checks of training records of inmates assigned the use/operation of powered industrial equipment/machinery, to include job site observation during operation.

12. In the event a facility does not have access to a piece of powered industrial equipment/machinery's operational manual or manufacturer's safety information or there is no staff with experience/ expertise in the use/operation, the ODOC director of Environmental Health and Safety Administration will be contacted immediately for assistance in obtaining materials or resources for the equipment/machinery training.

- B. Offender 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 offenders, nor shall any offender ever be placed in a position of authority over another offender.
- C. Offenders will be paid wages by the Contractor for work performed in accordance with applicable Department policy. The Contractor will transmit monthly, twenty percent (20%) of offender 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 B.
- B. Academic and vocational training programs must be initiated upon the Services Commencement Date, maintained continuously and certified by the appropriate governing agency. Academic and vocational training programs must be designed to enhance employment opportunities for the offenders 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 Offender Trust Fund. The Facility will maintain an offender trust fund in accordance with applicable Department policy. All offender earnings and personal receipts will be placed in a trust fund to be used solely by that offender. 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 offender is returned to the Department will be forwarded for credit to the offender's trust account per DOC policy. General accepted accounting procedures will be followed in managing this account.

Section 5.31 Offender Pay. Offenders shall receive pay according to the rate of compensation and within 1% of the distribution of pay grades as specified in DOC policy OP-060107 based on offender activity as defined in Section 5.25. 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 Offenders. The Contractor shall provide for hygiene needs of indigent offenders in accordance with the Operating Standards.

Section 5.33 Offender Crafts. Offenders may dispose of the products of their labor in accordance with the Operating Standards.

Section 5.34 Drug Testing. All offenders shall undergo routine, random, and suspect drug and alcohol testing per State policy. 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 offender population.

Section 5.35 Other Services. If the Contractor provides other services and programs it shall comply with the Operating Standards.

Section 5.36 Death of Offender.

- 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 offender, 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 offender 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 offender's file and medical records.

Section 5.37 Offender Programs. All programs will be approved by the Department Programs Administrator and Contract Monitor in accordance with OP-090101. Contractor will provide Thinking for a Change which will target criminogenic needs and the reduction of criminal risk of the offender and all other programs referred in this contract. Program participation will be recorded on all participants and submitted monthly per operating standards.

Section 5.38 Escorted Leave. The offender escorted leave program, OP-031001, allows offenders 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 and emergency leave. The Contractor will comply with the Department policy with the exception that all denied offender requests for escorted emergency and/or health leave will be submitted after the facility head review to the Contract Monitor.

Section 5.39 Systems of Incarceration. The Contractor shall participate in and abide by the Department's OP-060107 Systems of Incarceration policy.

Section 5.40 Sexual Abuse. The Contractor shall adopt and apply ACA, DOC, and PREA standards related to the Prison Rape Elimination Act (PREA) of 2003. The Contractor shall maintain compliance with PREA standards.

## 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 G

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 correctional 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 correctional officer series 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 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 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 DCF Appendix G, is based upon the Facility census of 1,670 offenders at Davis Correctional Facility. If the average daily population (ADP) is less than 1500 at Davis Correctional Facility for 30 days or more, then the Contractor may submit an amended staffing plan for State approval. Such approval shall not be unreasonably withheld. The Contractor shall not be required to staff unoccupied housing units and may adjust staffing for support services (e.g. programs, medical) based upon the actual population. If the offender population exceeds 1,670, staffing will be adjusted as mutually agreed upon by the parties. The Contractor must adhere to Appendix G (DCF). If the vacancy rate for any month exceeds 20% of the total positions on the amended staffing patterns, the Contractor will be assessed penalties accordingly as described above.

- B. On conditional employment at the Facility, all applicants shall be subjected to a thorough background check, in conformance with all applicable laws. The background checks shall be conducted on any subcontractors or subcontractor's employee before that employee commences work at the facility and who is allowed unescorted access within the secured perimeter of the facility. Employees permitted to use firearms shall comply with 57 O.S. 561, O.
1. If the Contractor requests background investigations through the Department in order to comply with all applicable laws, the Contractor agrees to pay the Department a \$20 processing fee per request to provide such background investigation determinations to the Facility. Payment will be due upon receipt of



an invoice. This fee is separate from the fee charged by the Oklahoma State Bureau of Investigation for processing fingerprint cards and from the offender per diem rate.

C. For all such requests, the Facility will submit two (2) fingerprint cards, and a DOC Authorization to Release Information for Employment. Prior to the background check, the applicant will be required to answer questions as required by PREA standard 115.17 and the Contractor must consider the responses before offering employment. The following four questions are based on the current version of PREA standard 115.17; however, the Contractor will revise these questions as necessary to remain compliant with PREA in the event the PREA standard is modified.

1. Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997)?
2. Have you ever been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or when the victim did not consent or was unable to consent or refuse?
3. Have you ever been civilly or administratively adjudicated to have engaged in the activity described in paragraph (2) above?
4. Has a substantiated allegation of sexual harassment ever been made against you?

D. 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.

E. The Contractor's policies will be consistent with the Department's gender specific facility employment practices.

Section 6.3 Employee Qualifications. The 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 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 completed 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 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. The Contractor shall administer a training curriculum, which complies with ACA Standards and State Statutes. The 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 resign during or in lieu of an investigation. Privacy and confidential rights will be strictly followed.

## **ARTICLE 7 COMPENSATION AND ADJUSTMENTS**

### **7.1 Management Payment**

- A. The per diem rates for Maximum security offenders will be \$63.00 and the per diem rate for medium offenders will be \$50.00.
- 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 \$32,185,700. The state will not pay for unused beds.

### **Section 7.2 Annual Management Per Diem Adjustment.**

Except as provided in Section 7.1, no per diem rate adjustment is provided for in this contract. At the period beginning July 1, 2022, the per diem rate for maximum security offenders will remain \$63.00 and the per diem rate for medium security offenders will remain \$50.00. Monthly payments will be based upon those beds actually used by the Department.

### **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 normally pay such invoices within 30 days of a properly completed contractor's invoice. Any invoice unpaid more than 45 days after receipt of invoice shall accrue interest at the interest rate allowed by statute.

B. If the 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 the 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 Deputy Director of Contract Services. 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. The 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. The 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 offenders, injured or property damaged from the acts or omissions of the Contractor, its officers, its 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 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.

- 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, 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 offenders, the State shall remain solely responsible for any losses or costs resulting from litigation relating to events which occurred prior to the assignment of the Oklahoma offender to the Facility. 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 post-conviction 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 an \$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 and vandalism and malicious mischief, 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 proved shall not be canceled, reduced, or allowed to lapse unless and until the State has received at least ten days written notice."
- C. The State shall have the right, but not the obligation, to advance money to prevent the insurance required herein from lapsing for nonpayment of premiums. If the State advances such amount, then the Contractor shall be obligated to repay the State the amount of any advances plus interest thereon at the maximum legal rate, and the State shall be entitled to set off and deduct such amount from any amounts owed the Contractor pursuant to this Contract. No election by the State to advance money to

pay insurance premiums shall be deemed to cure default by Contractor of its obligation to provide insurance.

- D. 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 that is not master keyed and only available on emergency keys. 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 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 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.
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 upon notice and 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 Deputy Director of Contract Services will not exceed \$10,000 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.
- E. The Department's access to Contractor's records shall be limited to those records needed to monitor Contractor's compliance with any provision of this contract, the requirements of Oklahoma law, and shall not apply to Contractor's corporate proprietary information including but not limited to documents that contain information about other facilities or offender populations not covered by this Contract and documents covered by attorney/client privilege. This section will not prevent the release of any policy or procedure of the Contractor that is applicable to a facility covered by this contract, as well as any investigative report, reportable incident reports, and or other reports regarding Oklahoma offenders.

## **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.
- B. In the event of a non-performance by the State, the Contractor shall notify the State in writing within thirty days after the 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. Except as provided in subsection 10.1.F., the only remedy allowed for this



non-performance will be limited to interest accruing from the date of invoice receipt at a rate allowed by statute.

- C. 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 unless the State's non-performance prevents Contractor's performance. Any action taken by the State that is authorized by law or by this Contract shall not excuse a failure in the Contractor's performance.
- D. 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.
- E. 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 that this provision establishes a contractual period of limitations for any claim brought by the Contractor.
- F. 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 or refusal 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 the 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 the Contractor the Contract Monitor shall provide the 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 the 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 Breaches of the same nature or the lack of due diligence, in which case the Director 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 the 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 the 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. 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 CoreCivic and permit CoreCivic to present, and DOC to consider any mitigating circumstances within a reasonable timeframe.
- C. The State shall notify the Contractor in writing of the non-performance and the amounts to be withheld as liquidated damages.
- D. Liquidated damages shall be assessed for each day the non-performance remains uncured, subject to the provisions of Sections 10.2 and 10.3.
- E. It is hereby agreed between the parties that the liquidated damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with the Contractor and do not include:
  - 1. any injury or damage sustained by a third party and the Contractor agrees that the liquidated damage amount is in addition to any amounts the 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.
- F. 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 whichever occurs first.
- G. The State is not obligated to assess liquidated damages before availing itself of any other remedy.
- H. 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, respectfully. 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 offenders will be removed from the Facility subject to Section 10.9 below; provided the Contractor may elect to terminate the Contract for cause upon 45 days' notice in accordance with subsection 10.1.F.
- 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, the Contractor shall be liable to the State for any and all damages incurred by the State including but not limited to transportation of offenders, 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 the Contractor under this Contract. The State shall have a duty to mitigate its loss by seeking the most appropriate cost alternative for the provision of the same level of quality service as required by the 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 offenders 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 offenders with offenders from other jurisdictions is prohibited without the express written approval of the department which approval will not be unreasonably withheld.

If at any time during the term of this Contract or any extension period, the State's funding is inadequate to fully compensate the Contractor in accordance with the contract per diem, the parties shall negotiate a reduction in services consistent with any proposed per diem reduction. In the event the parties are unable to agree upon a reduction in services, the Contractor may terminate this contract upon no less than 180 days' notice.

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 term, the parties may agree to terminate the contract.

Section 10.7 Waiver. Unless otherwise stated in this contract, 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; 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 offenders 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 generated during any contract year records shall be kept and maintained for a period of five years from the ending date of the one-year contract period.

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 the 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 Director of Oklahoma 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, its appendices 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.

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, the Contractor shall ensure that the subcontractor will comply with all the provisions of this Contract. Contracts for subcontracted 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 subcontract. 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. The State's prior approval shall be required for subcontracts of entire areas of service to a third party company, including but not limited to food and medical, but shall not apply to subcontracts with single individuals hired by Contractor as independent contractors.

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 offenders that are incarcerated pursuant to this contract.

#### Section 11.13 Required Purchases from the Oklahoma Correctional Industries

Contractors with the Oklahoma Department of Corrections (ODOC) shall make maximum use of mattresses, offender garments, and cell furnishings provided by the Oklahoma Correctional Industries (OCI) and no similar products 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 this provision may be made when the contractor and the OCI administrator, or his designee, agree the OCI product does not meet the reasonable Oklahoma Department of Corrections

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 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 Spaulding, Business Manager  
205 W. 7<sup>th</sup>, 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

3400 N. Martin Luther King Ave.  
Oklahoma City, OK 73111  
405-425-2500

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

CONTRACTOR: CoreCivic  
Cole Carter, Executive Vice President and General Counsel  
5501 Virginia Way, Suite 110  
Brentwood, Tennessee 37027  
Phone: 615-263-3000  
Fax: 615-263-3020

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 four original forms.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the \_\_\_st/th day of \_\_\_\_\_, 2021.

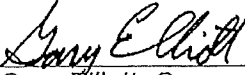
State of Oklahoma

CONTRACTOR

\_\_\_\_\_  
Scott Crow, Director  
Department of Corrections


\_\_\_\_\_  
Natasha Metcalf, Vice President

Approved as to Form:

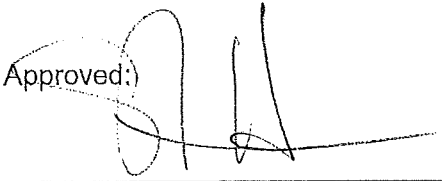
  
\_\_\_\_\_  
Gary Elliott, General Counsel  
Department of Corrections

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:

  
\_\_\_\_\_  
Assistant Attorney General  
Attorney General's Office

Approved:

  
\_\_\_\_\_  
State Purchasing Director  
Central Purchasing Division  
Office of Management & Enterprise  
Services



**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-030115 "Access to Courts/Law Library"
- 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"
- OP-031001 "Inmate Escorted Leave/Activities"
- OP-040101 "Facility Security Standards"
- OP-040104 "Inspection of Security Devices and Equipment"
- OP-040105 "Key and Lock Control Standards"
- OP-040107 "Tool Control Standards"
- OP-040108 "Control and Use of Flammable, Toxic, and Caustic Substances"
- OP-040109 "Control of Contraband and Physical Evidence"
- OP-040110 "Search and Seizure Standards"
- OP-040111 "Transportation of Inmates"
- OP-040114 "Security of Inmates in Non-Prison Hospitals"
- OP-040115 "Inmate/Offender Identification and Crime Alert Bulletin"
- OP-040117 "Investigations"
- OP-040119 "Intelligence"
- OP-040204 "Segregation Measures"
- 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-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 Inmate/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-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. THE CONTRACTOR WILL COMPLY WITH ANY PORTION OF OTHER POLICIES THAT ARE REFERENCED BY ANY OF THE POLICIES INCLUDED IN THIS APPENDIX.

## APPENDIX B 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 Division Manager. Vocational programs that are in place at the time of this initial contract have been approved by the DOC. These programs are as follows:

#### **Davis Correctional Facility**

Building Maintenance Technology  
Horticulture/Landscape Management  
Computerized Information Processing

### 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. 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 a license 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, evaluation, and career guidance.
- A list of total enrollment/completers, by program, will be reported monthly to 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), Adult Basic Education (6-8th grade levels), and G.E.D. (9-12th grade levels) courses. Emphasis will be placed on coursework that leads to completion of the G.E.D. requirements and the issuance of a G.E.D. 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 9 and 10 will be utilized for pre-testing and documentation of learning gains and performance results.
- A list of total enrollment/completions, by program, will be issued monthly to Department of Corrections. Additionally, a list of offenders who take the GED Test, along with scores, date of test, date of certification, certification number, and pass/fail will be submitted to DOC Education Unit for entrance into the Comit database.

### 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 D  
HEALTH 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 CoreCivic policies in these areas and will provide copies of CoreCivic 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 offenders 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 offender 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 offenders 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 Offenders: The Contractor will be responsible for the treatment of offenders 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 offender population being treated increases by 10 offenders 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 offenders in accordance with the Oklahoma DOC protocol. If the number of the Hepatitis C positive offender population being treated at any one time is more than two (2) then the DOC will transfer those additional offenders out

of the Facility. When an offender becomes an end-stage Hepatitis C patient and can no longer be treated at the Contractor's facility, the DOC will transfer the offender 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 offender patient data from the previous two year period. The Department and Contractor shall provide each other with all offender patient data for the prior two year period within sixty days of the date of closing of the hospital. Offender patient data shall include, in a manner consistent with federal and state privacy laws, the number of offender patient visits and the number and type of medical procedures performed on offender 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 offender, 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 offender 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 offender 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 offender 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 offender to a Department facility, the offender'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 offender 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 offender 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 offender 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 CoreCivic staffing patterns provided CoreCivic 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 CoreCivic, the facility head and the Director of Contract Services 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
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
Erroneous Releases (may enhance to a value of 5)	4	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

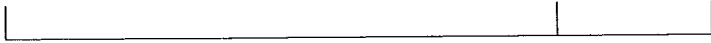
**APPENDIX G**  
**FACILITY 12-HOUR STAFFING PATTERN**  
**DAVIS CORRECTIONAL FACILITY BASED UPON 1,670 OFFENDERS**

Title	Approved
Warden	1.00
Assistant Warden	2.00
Manager, Learning and Development	1.00
Manager, Operations Finance	1.00
Bookkeeper	1.00
Accounting Clerk	1.00
Manager, Human Resources	1.00
Human Resource Assistant	1.00
Investigator	1.00
Manager, Quality Assurance	1.00
Safety Manager	1.00
Grievance Coordinator	1.00
Master Scheduler	1.00
Mailroom Supervisor	1.00
Mailroom Clerk	2.00
Secretary	1.00
Administrative Clerk	11.00
Administrative Clerk, Part-Time	1.00
Chief of Unit Management	1.00
Classification/Jobs Coordinator	1.00
Unit Manager	4.00
Case Manager	14.00
Correctional Counselor	16.00
Records Manager	1.00
Records Supervisor	1.00
Records Clerk	2.00
Maintenance Supervisor	1.00
Maintenance Worker	5.00
Warehouse Manager	1.00
Warehouse/Commissary Worker	3.00
Recreation Supervisor	1.00
Chaplain	1.00
Food Service Manager*	1.00
Assistant Food Service Manager*	1.00
Food Service Supervisor*	4.00

Title	Approved
Health Services Administrator	1.00
Physician	1.00
ARNP/PA	1.00
Clinical Supervisor	1.00
Psychiatrist	1.00
Mental Health Coordinator	3.00
RN	6.00
LPN	8.00
Certified Medication Assistant	5.00
Certified Medication Assistant, Part-Time	1.00
Medical Records Clerk	2.00
Dentist	1.00
Dentist, Part-Time	.50
Dental Assistant	1.00
Dental Assistant, Part-Time	1.00
Dental Hygienist	.50
Psychiatrist*	1.00
Optometrist*	PRN
Principal	1.00
Academic Instructor	5.00
Vocational Instructor	3.00
Librarian	1.00
Diagnostician*	PRN
Chief of Security	1.00
Shift Supervisor	6.00
Assistant Shift Supervisor	6.00
STG Officer	1.00
Senior Correctional Officer	20.00
Correctional Officer	137.00
<b>TOTAL</b>	<b>303.00</b>

\*Indicates Contract Staff





## APPENDIX H Work and Program Plan

DAVIS CORRECTIONAL FACILITY Medium Bed Capacity 1,260	
DEPARTMENT	Job Assignments
ACADEMICS	264
ADMIN-ORDERLY	2
BACK DOCK	1
CAPT. CREW	6
CHAPLAIN ORDERLY	2
COMMISSARY	6
DOG PROGRAM	25
EDUC. TUTORS/AIDS	14
FACILITY ARTIST	1
FIRE SAFETY ORDERLY	1
FOOD SERVICE	127
INTAKE	9
INTENSIVE SUPERVISION UNIT	240
LAUNDRY	5
LIBRARY CLERK	4
MAINTENANCE	14
MEDICAL	3
MINIMUM CREW	2
NEWSPAPER	2
ORDERLY-AN	9
ORDERLY-AS	8
ORDERLY-BN	21
ORDERLY-BS	23
ORDERLY-CN	5
ORDERLY-CS	8
ORDERLY-DN	24
ORDERLY-DS	12
ORDERLY-ECHO	10
ORDERLY-FOX	12
ORDERLY-GOLF	2
ORDERLY-ROTUNDA	10
RECREATION	16
VO-TECH	70
YARD CREW	9
<b>TOTAL ASSIGNED</b>	<b>1152</b>

### APPENDIX I

### 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.