



Oklahoma Board of Corrections

REGULAR MEETING

June 28, 2023

Oklahoma Department of Corrections
John Lilley Correctional Center
Boley, Oklahoma

OKLAHOMA BOARD OF CORRECTIONS
REGULAR MEETING AGENDA
 JOHN H. LILLEY CORRECTIONAL CENTER
 407971 Hwy 62E
 Boley, OK 74829
 1:00 PM on June 28, 2023

ITEM	PRESENTER
1. Call to Order	T. Hastings Siegfried
A. Pledge of Allegiance	Chair
B. Roll Call	
2. Approval of Board of Corrections Regular Meeting Minutes*	T. Hastings Siegfried
A. May 24, 2023	Chair
3. Chairman's Update	T. Hastings Siegfried
A. Joseph Brantley, New BOC Member	Chair
B. Alex Gerszewski, New BOC member	
4. Facility Warden Welcome	Terry Tuggle Warden
5. Director's Update	Steven Harpe Director
6. Unit Spotlight	Anthony Johnston Chief Administrator BPO&C Academy
A. Training	
7. Agency Budget Update	Ashlee Clemmons Chief Financial Officer
A. FY23 DOC Budget Report	
B. FY2024 Budget Work Program*	
C. FY2025 Capital Outlay Request*	
8. Legislative Updates	Kay Thompson Chief Administrator of Communications
A. End of Session Report	
9. Private Prison & Halfway House Contracts	Kari Hawkins General Counsel
A. Davis FC, CoreCivic Contract*	
B. Lawton CRF, Geo Contract*	
C. Bridgeway Halfway House Contract*	
10. Inmate/Offender Population	Jason Bryant Chief of Population & Program Services
A. Population Analysis Report	

- | | |
|---|--------------------------------|
| 11. Committee Reports – Standing Committees | Committee Chairs |
| A. Executive – Chair Hastings Siegfried, Vice-Chair Randy Chandler and Secretary Stephan Moore | |
| B. Population/Security/Private Prison –Chair Hastings Siegfried and Members Alex Gerszewski, Stephan Moore and Daniel Snead | |
| C. Public Policy/Affairs/Criminal Justice – Chair Erick Harris, Members Rhonda Bear, Alex Gerszewski and Hastings Siegfried | |
| D. Audit/Finance– Chair Randy Chandler, Members Joseph Brantley, Hastings Siegfried, and Daryl Woodard | |
| 12. New Business | T. Hastings Siegfried
Chair |
| 13. Election of Officers* | All Members |
| A. Chair | |
| B. Vice Chair | |
| C. Secretary | |
| 14. Adjournment | T. Hastings Siegfried
Chair |

The next regular meeting of the Board of Corrections will be held at 1:00 PM on Wednesday, July 26, 2023, at Joseph Harp Correctional Center, Lexington, OK.

*Board of Corrections Voting Item
Updated on 6/26/2023 3:00:46 PM

**OKLAHOMA BOARD OF CORRECTIONS
REGULAR MEETING MINUTES
May 24, 2023**

1. Call to Order

Chairman Hastings Siegfried called the meeting of the Oklahoma Board of Corrections (BOC) to order at 1:00 p.m., on Wednesday, May 24, 2023, at Jess Dunn Correctional Center, 601 South 124th Street West, Taft, OK. 74463.

The meeting was preceded by advance notice of the date, time, and place, filed with the Oklahoma Secretary of State on Tuesday, November 29, 2022. 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 1:00 p.m., on Tuesday, May 23, 2023, at the principal office of the Oklahoma Department of Corrections (ODOC), located at 3400 North Martin Luther King Avenue in Oklahoma City, Oklahoma 73111.

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:

Rhonda Bear	Present	Joseph Brantley	Absent
Randy Chandler	Present	Alex Gerszewski	Absent
Stephan Moore	Present	Erick Harris	Absent
T. Hastings Siegfried	Present	Daryl Woodard	Absent
Daniel Snead	Present		

The roll reflected a quorum.

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 May 24, 2023.

A. March 29, 2023 Meeting Minutes

Motion: Chairman Siegfried made the motion to approve the minutes. Mr. Moore seconded the motion.

Rhonda Bear	Approved	Joseph Brantley	Absent
Randy Chandler	Approved	Alex Gerszewski	Absent
Stephan Moore	Approved	Erick Harris	Absent
T. Hastings Siegfried	Approved	Daryl Woodard	Absent
Daniel Snead	Approved		

The meeting minutes from March 29, 2023, were approved by majority vote.

3. Chairman’s Update

Chairman Siegfried welcomed everyone to the Board of Corrections meeting and introduced new BOC member Daniel Snead.

4. Facility Warden Update

Warden Casey Hamilton welcomed BOC members, Director Harpe and staff to Jess Dunn Correctional Center and gave a review of the operations of the facility. Jess Dunn Correctional Center has a population of 960 and included a variety of education and programs including woodworking skills.

5. Director’s Update

Director Steven Harpe gave updates on a variety of topics including the transition of staff and inmates to Great Plains Correctional Center, the closure of North Fork Correctional Facility, graduation day for the first academy training held at the new Kate Bernard Training Center and the executive staff transition of Chief of Population Jason Bryant, Chief of Operations Jason Sparks and Acting Chief Administrator of Agri-Services/OCI Jeff Vaughan.

6. Unit Spotlight: Reentry Programs

Administrator of Programs Stephanie Adams provided an overview of the Reentry Programs within ODOC. Reentry programs include ensuring inmates have access to their birth certificate and a state id, creation of a resume and mock interview sessions and access to job fairs to ensure success upon reentry into the community.

7. Warden Appointments

A. JHCC Interim Warden David Rogers

Chief Administrator of the Division of Institutions Jim Farris welcomed everyone and provided the biography of Interim Warden David Rogers and requested approval for his appointment. A copy of the biography was included in the BOC packet for May 24, 2023.

Board members provided their support and words of encouragement.

Motion: Chairman Siegfried made a motion to approve the appointment of David Rogers to warden at Joseph Harp Correctional Center. Mr. Chandler seconded the motion.

Rhonda Bear	Approved	Joseph Brantley	Absent
Randy Chandler	Approved	Alex Gerszewski	Absent
Stephan Moore	Approved	Erick Harris	Absent
T. Hastings Siegfried	Approved	Daryl Woodard	Absent
Daniel Snead	Approved		

The warden appointment of David Rogers as JHCC warden was approved by a majority vote.

B. OSP/JBCC Interim Warden Christe Quick

Chief Administrator of the Division of Institutions Jim Farris provided the biography of Interim Warden Christe Quick and requested approval for his appointment. A copy of the biography was included in the BOC packet for May 24, 2023.

Board members provided their support and words of encouragement.

Motion: Chairman Siegfried made a motion to approve the appointment of Christe Quick to warden at Oklahoma State Penitentiary/Jackie Brannon Correctional Center. Mr. Moore seconded the motion.

Rhonda Bear	Approved	Joseph Brantley	Absent
Randy Chandler	Approved	Alex Gerszewski	Absent
Stephan Moore	Approved	Erick Harris	Absent
T. Hastings Siegfried	Approved	Daryl Woodard	Absent
Daniel Snead	Approved		

The warden appointment of Christe Quick as OSP/JBCC warden was approved by a majority vote.

8. Agency Budget Update

Chief Financial Officer Ashlee Clemmons welcomed everyone and provided the following overview:

A. BOC Budget Reports

Chief Clemmons provided an overview of the BOC budget reports as of April 30, 2023. A copy of the overview was included in the BOC packet for May 24, 2023.

9. Legislative Updates

Chief Administrator of Communications Kay Thompson gave an overview of FY23 Spring Legislative Session, and the initiatives associated with the Department of Corrections.

10. FY23 2nd Quarter Internal Financial Audit Reports

Chief Administrator of Auditing and Compliance Shelly Bear provided an overview of the FY23 2nd Quarter internal audit findings. A copy of the audit report was included in the BOC packet for May 24, 2023.

Motion: Chairman Siegfried made the motion to approve the FY23 2nd Quarter Internal Financial Audit Reports. Mr. Chandler seconded the motion.

Rhonda Bear	Approved	Joseph Brantley	Absent
Randy Chandler	Approved	Alex Gerszewski	Absent
Stephan Moore	Approved	Erick Harris	Absent
T. Hastings Siegfried	Approved	Daryl Woodard	Absent
Daniel Snead	Approved		

The FY23 2nd Quarter Internal Financial Audit reports were approved by majority vote.

11. Inmate/Offender Population Update

A. Chief Administrator of Classification & Programs Clint Castleberry provided an overview of the inmate/offender population as of April 30, 2023. A copy of the overview was included in the BOC packet for May 24, 2023.

12. Committee Reports – Standing Committees:

A. Executive

Chairman Hastings Siegfried

Members Randy Chandler and Stephan Moore

Members in this committee discussed the proposed BOC agenda and the upcoming GEO and Core Civic Private Prison Contracts.

B. Population/ Security/ Private Prisons

Chairman Hastings Siegfried

Member Alex Gerszewski, Stephan Moore and Dan Snead

Members in this committee discussed the Population Update, Oklahoma Inspector General Statistics Update and discussed upcoming private prisons contracts.

C. Public Policy/ Affairs/ Criminal Justice

Chairman Hastings Siegfried

Members Rhonda Bear, Alex Gerszewski and Erick Harris

Members in this committee discussed the Legislative Initiatives and Reentry programs including Birth Certificate updates, Reentry Resource Fairs and Volunteer Appreciation Week.

D. Audit and Finance

Chairman Randy Chandler

Members Joseph Brantley, Hastings Siegfried and Daryl Woodard

Members in this meeting discussed the BOC Budget Reports and heard from Chief Technology Officer James Juarez on IT initiatives. The FY23 2nd Quarter Internal Financial Audit was reported and discussed.

13. Approval to enter into Executive Session

Motion: Mr. Siegfried made a motion to enter into Executive Session at 2:38 p.m. Mr. Chandler seconded the motion.

Rhonda Bear	Approved	Joseph Brantley	Absent
Randy Chandler	Approved	Alex Gerszewski	Absent
Stephan Moore	Approved	Erick Harris	Absent
T. Hastings Siegfried	Approved	Daryl Woodard	Absent
Daniel Snead	Approved		

14. Approval to exit from Executive Session

Motion: Mr. Siegfried made a motion to return from Executive Session at 3:47 p.m. Mr. Moore seconded the motion.

Rhonda Bear	Approved	Joseph Brantley	Absent
Randy Chandler	Approved	Alex Gerszewski	Absent
Stephan Moore	Approved	Erick Harris	Absent
T. Hastings Siegfried	Approved	Daryl Woodard	Absent
Daniel Snead	Approved		

15. Private Prison Contract Amendment 2

Chief Administrator of Community Corrections James Rudek presented the Core Civic Private Prison Contract Amendment 2 for approval.

Motion: Mr. Siegfried made a motion to approve the Core Civic Private Prison Contract Amendment 2. Mr. Chandler seconded the motion.

Rhonda Bear	Approved	Joseph Brantley	Absent
Randy Chandler	Approved	Alex Gerszewski	Absent
Stephan Moore	Approved	Erick Harris	Absent
T. Hastings Siegfried	Approved	Daryl Woodard	Absent
Daniel Snead	Approved		

16. New Business

There was no new business.

17. Adjournment

Motion: Mr. Siegfried made a motion to adjourn the meeting. Mr. Moore seconded the motion.

Rhonda Bear	Approved	Joseph Brantley	Absent
Randy Chandler	Approved	Alex Gerszewski	Absent
Stephan Moore	Approved	Erick Harris	Absent
T. Hastings Siegfried	Approved	Daryl Woodard	Absent
Daniel Snead	Approved		

There being no further business to discuss, the adjournment of the meeting was approved by a majority vote at 3:58 p.m.

Submitted to the Board of Corrections By:

Toni Lee, Minutes Clerk

Date

I hereby certify that these minutes were duly approved by the Board of Corrections on June 28, 2023, in which a quorum was present and voting.

X

Stephan Moore, Secretary
Board of Corrections

JOHN H. LILLEY CORRECTIONAL CENTER

WARDEN: Terry Tuggle

John Lilley Correctional Center (JLCC) is a minimum-security facility housing more than 800 male inmates on 256 acres one mile east of Boley on State Highway 62 in Okfuskee County. Located almost halfway between Oklahoma City and Tulsa, JLCC houses many of the state's elderly and physically-challenged inmates.

JLCC was built in 1923 as a tuberculosis sanitarium for African-Americans. In 1925, it became the State Training School for Negro Boys (later the Boley State School for Boys). The state legislature closed the school in 1983 and gave it to ODOC, which converted it into a prison. JLCC is named for the school's first superintendent, John H. Lilley, whose dedication to and love for the school's children was widely known. Lilley died in 1933 after a car accident, and is buried next to the facility's entrance.



Oklahoma Correctional Industries

Oklahoma Correctional Industries offers customers quality products at a reasonable price, reduces inmate idleness, and provides inmates job skills training. OCI inmates produce cleaning chemicals and mattresses for use inside prisons.



Education

Many inmates lack education, a key component in avoiding re-incarceration. JLCC offers literacy courses as well as diplomas for Pre-High School Equivalency and High School Equivalency.



Substance Abuse Treatment

For those inmates who need substance abuse treatment, JLCC teaches them ways to avoid drug and alcohol use, while also helping them develop the cognitive, social, emotional, and coping skills needed.



Criminal Thinking

JLCC offers Thinking for a Change, Victims Impact, Anger Management, Financial Literacy, Transition to Community, Building Social Networks, Unlock Your Thinking, and Ideas for Better Communications programs to address thinking, judgment errors, and relationships linked with criminal behavior.

Basic Peace Officer & Corrections Academy Overview

Mission & History

- Specialized training for Correctional Officers began in 1976. That Academy was located in Oklahoma City with the intention of providing the highest level of training available for Corrections Officers.
- Over the years the training academy has been hosted in many locations but in April of 2023 it returned home to Oklahoma City with a renewed commitment to excellence.
- The training academy has a unique mission. It is charged with providing the basic training necessary for uniformed staff members to begin a career in corrections.
- An important component of the academy is to rigorously test each cadet's ability to perform the duties required, and to introduce the policies and values of our agency.
- Our goal is to prepare each cadet for success in a highly demanding career in public service. Of equal importance is meeting the requirements of State statutes, and the guidance of our stakeholders.

Basic Peace Officer & Corrections Academy

Staffing

13 full-time employees.

Anthony Johnston Chief Administrator. CLEET certified peace officer with over 30 years of experience in corrections and law enforcement. Certified CLEET instructor, certified Corrections instructor, holds a Master's Degree in education.

Travis Seal Deputy Chief Administrator. CLEET certified peace officer with over 17 years of experience in corrections and law enforcement. Certified CLEET instructor, certified Corrections instructor. Former street crime and narcotics task force member, Former Army Warrant officer pilot. Directly responsible for customs and courtesy (paramilitary) training initiatives.



Kevin Major Chief Instructor. CLEET certified peace officer with over 19 years' experience in corrections and law enforcement. Certified CLEET instructor, Certified corrections instructor, Master defensive tactics instructor. Former CERT team member. Specializes in defensive tactics and oversees classroom instruction.

Cindy Bowers Lieutenant instructor. CLEET certified peace officer with over 22 years' experience in corrections and law enforcement. Certified CLEET instructor, certified corrections instructor, master defensive tactics instructor. Former CERT commander.

Anetta Bullock Administrative Manager. Over 34 years of correctional experience, liaison for DOC administration and CLEET reporting. Chief organizer of records and curriculum for academy.

William Quick Master firearms instructor. CLEET certified peace officer with over 24 years' experience in law enforcement and corrections. Certified CLEET instructor, certified corrections instructor. Oversees firearms qualification for academy.

Bill Barnum Master firearms instructor. Cleet certified peace officer with over 20 years' experience in law enforcement and corrections. Certified CLEET instructor, certified corrections instructor.

Marty Swinney Master firearms instructor. Cleet certified peace officer with over 10 years' experience in law enforcement and corrections. Certified CLEET instructor, certified corrections instructor.

Scott White Master firearms instructor. Cleet certified peace officer with over 38 years' experience in law enforcement and corrections. Certified CLEET instructor, certified corrections instructor.

Josue Santiago Master firearms instructor. Cleet certified peace officer with over 16 years' experience in law enforcement and corrections. Certified CLEET instructor, certified corrections instructor.

Eric McAffrey Master firearms instructor. Cleet certified peace officer with over 21 years' experience in law enforcement and corrections. Certified CLEET instructor, certified corrections instructor.



Stella Ezugha Nutritional Manager. Administrator of academy food services. Stella has over 23 years of experience in providing nutritional services for the Department of Corrections.

Current Initiatives

The Academy has recently increased the basic corrections academy by one week to accommodate expanded practical training in the 7 core functions, this includes scenario-based and high-stress training in De-escalation, Use of force, Searches, Count and Parameter operations, Escape prevention, Inmate movement, Key, and tool control. This additional intensive training represents a commitment to delivering training based on the highest needs of our stakeholders and recommendations of experts in the field of corrections.

The academy has adopted a paramilitary training format which facilitates a highly structured training program. This ensures our cadets focus on team building and organizational culture improvements. As our standards have risen, we have seen a decrease in voluntary withdrawals from the academy as well as training-related injuries. Cadets have reported they find the academy challenging but feel a real sense of accomplishment as they progress through the program.

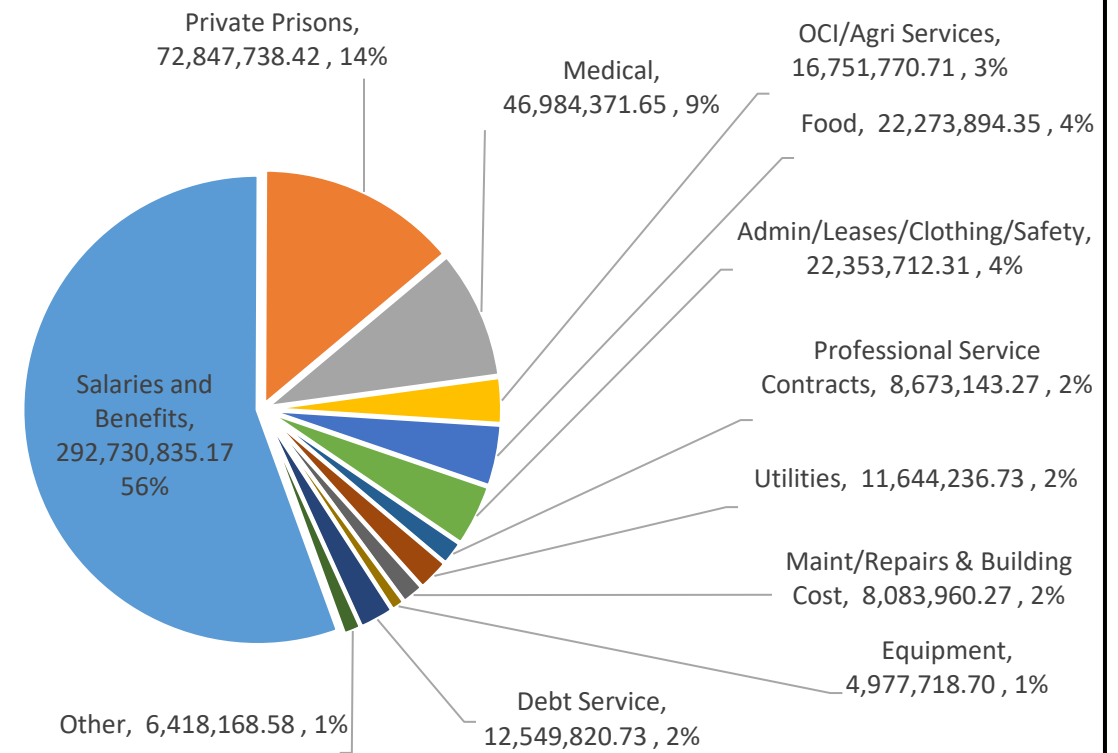
The academy has recently gained the status of CLEET City. This allows the Oklahoma Department of Corrections to host a Peace Officer certification academy. We are excited to announce our first Basic peace Officer and Corrections academy will begin November 30th of 2023. Graduates will be certified peace officers as well as certified corrections officers. As one of 3 states to offer this unique training opportunity to employees we are optimistic it will raise our agency to the highest training standard and vastly improve employee retention. This higher level of training will ensure employees and offenders a safer environment conducive to *changing lives* for the better.



BUDGET TO ACTUALS

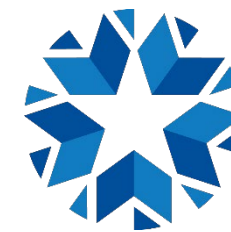
Department	Budget	Payroll Expenditures	Operating Expenditures	Total Expenditures	Available Budget Balance	% of Budget Remaining
Institutions	196,476,866	138,997,536	30,581,323	169,578,859	26,898,007	14%
Probation & Parole	35,952,807	29,721,308	1,385,295	31,106,603	4,846,204	13%
Community Corrections	21,774,601	16,181,829	2,451,209	18,633,038	3,141,563	14%
Inmate Programs – GPS	24,155,763	15,013,149	3,080,585	18,093,734	6,062,030	25%
Community Sentencing	4,204,503	1,034,363	1,551,785	2,586,148	1,618,355	38%
Contracted Services	100,982,749	905,766	72,847,738	73,753,504	27,229,245	27%
General Operations	37,839,822	2,043,095	28,792,851	30,835,946	7,003,876	19%
Central Office Operations	44,816,628	35,950,736	1,577,498	37,528,234	7,288,394	16%
Divisional Operations	34,772,845	9,580,149	15,433,599	25,013,748	9,759,097	28%
Health Services	111,177,588	35,286,205	46,984,372	82,270,577	28,907,011	26%
Information Technology	25,847,698		12,428,376	12,428,376	13,419,322	52%
Prison Industries	28,966,113	8,016,701	16,443,904	24,460,605	4,505,508	16%
TOTAL	666,967,983	292,730,835	233,558,536	526,289,371	140,678,612	

EXPENDITURES



Funding Sources

Funding Source	Budget	Expenditures	Encumbrance/ Pre-Encumbrance	Remaining Payroll	Available Budget Balance	Forecast Fund Balance
Appropriation	552,082,900	439,593,698	52,120,339	46,674,936	13,693,926	35,682,434
Carryover	41,902,503	41,063,503	839,000	-	-	-
Revolving Funds	69,211,877	44,449,800	15,785,095	1,704,104	7,272,879	7,272,879
Federal Funds	3,770,703	1,182,370	1,353,182	194,606	1,040,545	-
TOTAL	666,967,983	526,289,371	70,097,616	48,573,647	22,007,350	42,955,313



OKLAHOMA
Corrections

BUDGET UPDATE

as of May 31, 2023

STAFFING LEVELS

	Budget	March	April	May	Over/(Under)
Correctional Officers	1,439	1293	1,277	1,288	(151)
Probation Officers	314	252	252	246	(68)
Medical	382	330	330	338	(44)
Other	1,863	1670	1,666	1,665	(198)
Total Staff	3,998	3545	3,525	3,536	(461)

STAFFING UPDATES

(in comparison to previous month)

CO's ↑ 11 / 0.86%

PO's ↓ 6 / 2.38%

Medical ↑ 8 / 2.39%

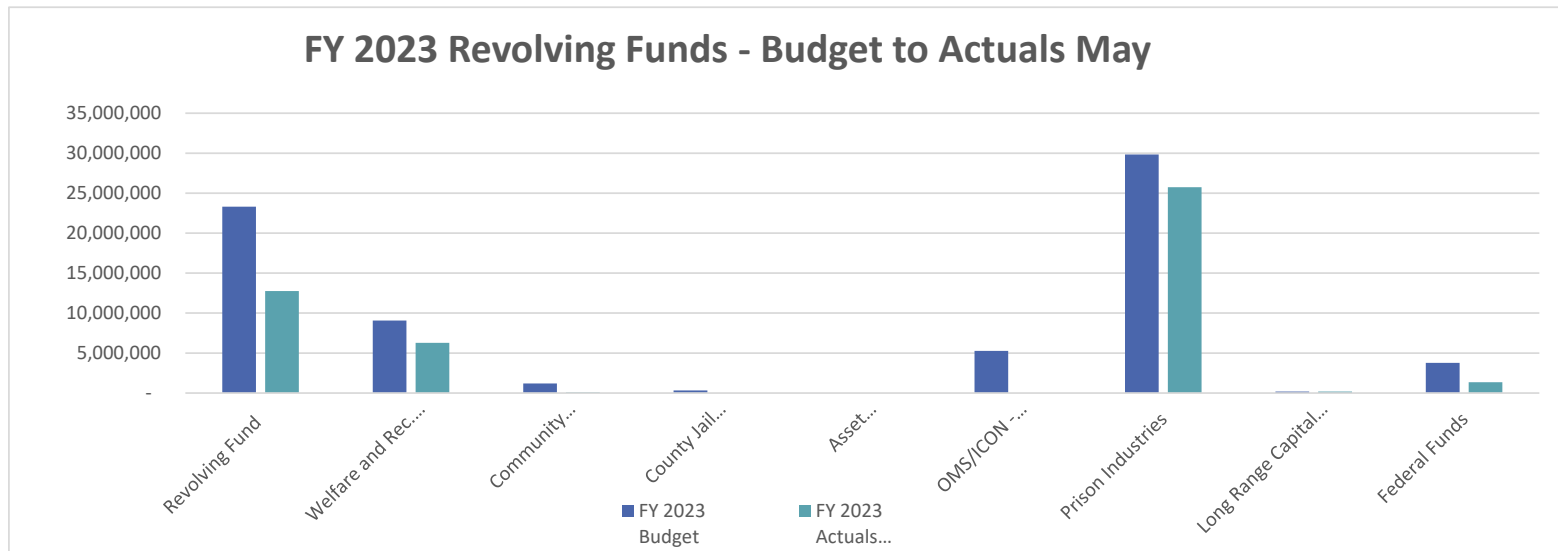
Other ↓ 1 / 0.06%

Three Year Expenditure Comparison

	FY 23 July-May	% Change from FY 22	FY 22 July-May	% Change from FY 21	FY 21 July-May
Salaries and Benefits					
Salaries	181,507,250	12.29%	161,640,630	-4.15%	168,637,199
Overtime	26,460,194	33.30%	19,850,642	14.52%	17,334,515
Insurance	39,771,192	-4.97%	41,849,564	-12.12%	47,621,229
Retirement	44,992,199	12.82%	39,879,464	-3.80%	41,456,777
Contract Beds	40,562	-7.88%	44,032	157.83%	17,078
Private Prisons	63,792,699	1.36%	62,937,171	3.22%	60,974,111
Halfway Houses	1,137,545	-44.09%	2,034,562	9.97%	1,850,157
Contracted County Jails	-	0.00%	10,719	-88.80%	95,742
Jail Backup	7,670,214	22.10%	6,282,036	-22.04%	8,058,528
Jail Backup Transportation Reim	206,718	22.52%	168,717	-10.26%	187,997
Medical Services	39,696,646	12.75%	35,206,948	-7.62%	38,110,051
Hep C Treatment	7,287,726	-17.14%	8,795,171	143.37%	3,613,922
Institutions	30,581,323	30.34%	23,462,716	-0.59%	23,602,750
Probation and Parole	1,385,295	-8.19%	1,508,905	12.64%	1,339,629
Community Corrections	2,451,209	24.50%	1,968,767	-6.70%	2,110,189
Inmate Programs	3,080,585	19.22%	2,583,956	-14.99%	3,039,759
Community Sentencing	1,551,785	-0.89%	1,565,799	-5.12%	1,650,303
General Operations	16,576,851	7.68%	15,395,109	-1.31%	15,599,713
NFCC Lease	12,216,000	0.00%	12,216,000	1.80%	12,000,000
Central Office Operations	1,577,498	9.66%	1,438,507	37.34%	1,047,378
Divisional Operations	15,433,599	2.46%	15,062,323	36.31%	11,049,727
IT	8,619,160	-0.98%	8,704,800	-3.05%	8,978,456
Offender Management System	3,809,216	20.92%	3,150,222	-28.07%	4,379,727
OCI / Agri-Services	16,443,904	28.02%	12,844,753	5.85%	12,135,268
	526,289,371	9.96%	478,601,514	-1.30%	484,890,203

Three Year Revolving Fund Comparison

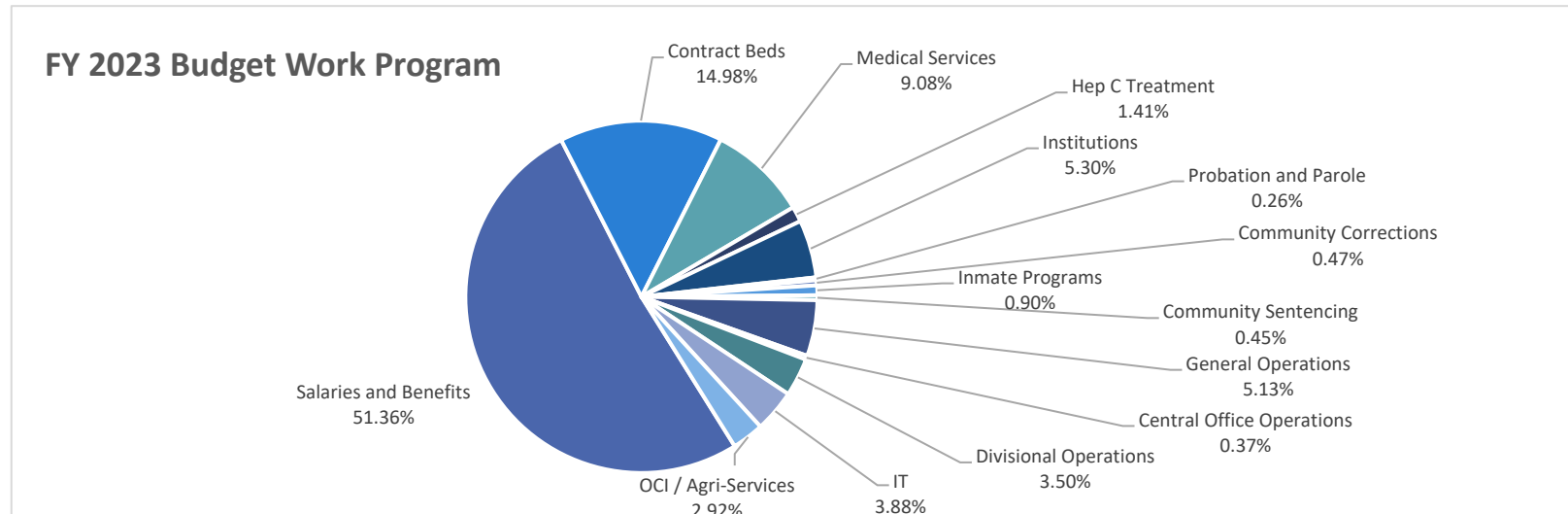
	FY 23 July - May	FY 2023 Budget	FY 2023 Actuals July-May	% Change from FY 22	FY 2022 Actuals July-May	% Change from FY 21	FY 2021 Actuals July-May
200	Revolving Fund	23,317,744	12,749,905	42.3%	8,959,420	-39.7%	14,867,085
205	Welfare and Rec. Fund	9,066,289	6,283,904	8.2%	5,808,414	-22.7%	7,512,934
210	Community Sentencing	1,194,839	77,182	-11.6%	87,285	3.0%	84,776
225	County Jail Transportation	326,000	-	0.0%	-	0.0%	-
230	Asset Forfeitures/Seizures Fund	-	-	0.0%	-	0.0%	171
235	OMS/ICON - Transfer of Funds	5,277,490	-	0.0%	8,465,655	0.0%	-
280	Prison Industries	29,845,515	25,742,993	5.9%	24,311,253	6.0%	22,940,018
283	Long Range Capital Planning	184,000	184,000	0.0%	-	0.0%	-
410 & 430	Federal Funds	3,770,703	1,358,358	-30.5%	1,954,168	74.2%	1,121,853
		72,982,580	46,396,341		49,586,195		46,526,837



FY 2023 Budget Work Program

	<u>Current Budget</u>	<u>Expenditures</u>	<u>Encumbrances</u>	<u>Available Balance</u>
Salaries and Benefits	342,529,267	292,730,835	136,055	49,662,376
Contract Beds	99,898,923	72,847,738	26,036,553	1,014,632
Medical Services	60,547,125	39,696,646	12,922,859	7,927,620
Hep C Treatment	9,420,956	7,287,726	2,066,254	66,976
Institutions	35,322,050	30,581,323	5,112,633	(371,906)
Probation and Parole	1,738,931	1,385,295	232,399	121,237
Community Corrections	3,141,164	2,451,209	480,560	209,395
Inmate Programs	5,977,267	3,080,585	2,175,206	721,476
Community Sentencing	2,995,539	1,551,785	390,801	1,052,952
General Operations	34,237,918	28,792,851	2,336,769	3,108,298
Central Office Operations	2,458,806	1,577,498	587,939	293,369
Divisional Operations	23,347,634	15,433,599	6,567,596	1,346,439
IT	25,847,698	12,428,376	7,184,249	6,235,073
OCI / Agri-Services	19,504,705	16,443,904	3,033,003	27,797
Grand Total	<u>666,967,983</u>	<u>526,289,371</u>	<u>69,262,877</u>	<u>71,415,735</u>

FY 2023 Budget Work Programs includes all funding sources.



Oklahoma Department of Corrections
FY 2023 Appropriation as of May 31, 2023

Account Code	Budgeted	Expenditures	Encumbered	Pre-Encumbered	Committed	Balance
11,12,13 Payroll, Insurance, FICA and Retirement	332,371,078.00	284,454,459.38	136,055.44	-	284,590,514.82	47,780,563.18
15 Professional Services	108,841,638.82	81,214,330.31	26,930,558.66	550,000.01	108,694,888.98	146,749.84
17 Moving Expenses	-	6,546.91	156,542.00	-	163,088.91	(163,088.91)
19 Flexible Benefits	350,000.00	22,136.60	312,863.40	-	335,000.00	15,000.00
21, 22 Travel	821,698.00	585,452.88	75,998.23	-	661,451.11	160,246.89
31 Miscellaneous Administrative Expenses	19,296,624.00	15,126,187.62	3,687,600.04	75.00	18,813,862.66	482,761.34
32 Rent Expense	18,546,756.00	14,334,559.60	1,368,493.07	5,751.47	15,708,804.14	2,837,951.86
33 Maintenance & Repair Expense	7,174,091.00	5,413,131.37	800,934.31	187,640.00	6,401,705.68	772,385.32
34 Specialized Supplies and Materials	60,181,964.00	46,111,495.09	9,075,989.21	-	55,187,484.30	4,994,479.70
35 Production, Safety and Security	1,812,106.00	1,133,448.95	513,131.59	-	1,646,580.54	165,525.46
36 General Operating Expenses	608,497.00	485,878.25	112,003.73	-	597,881.98	10,615.02
37 Shop Supplies	2,212,558.00	1,784,916.43	380,867.67	-	2,165,784.10	46,773.90
41 Property Furniture and Equipment	5,886,693.00	2,526,443.21	779,212.65	11,040.00	3,316,695.86	2,569,997.14
42 Library Equipment and Resources	6,300.00	191.75	-	-	191.75	6,108.25
43 Lease Purchase	177,008.00	176,507.89	-	-	176,507.89	500.11
44 Live Stock – Poultry	-	-	-	-	-	-
45,46,47 Building Construction and Renovation	-	2,384.25	-	-	2,384.25	(2,384.25)
48 Bond Payment	12,538,121.00	12,373,312.84	91,339.59	-	12,464,652.43	73,468.57
49 Inter-Agency Payments	-	-	-	-	-	-
51 Inmate Pay and Health Services	750,000.00	587,490.34	459,517.68	-	1,047,008.02	(297,008.02)
52 Scholarships, Tuition and other incentives	2,500.00	-	-	-	-	2,500.00
53 Refunds, Indemnities, and Restitution	-	184,258.00	-	-	184,258.00	(184,258.00)
54 Jail Back Up and others	6,405,000.00	5,452,976.21	941,438.79	-	6,394,415.00	10,585.00
55,59 Assistance Payments to Agencies	-	-	-	-	-	-
60 Authority Orders	-	-	3,622,829.96	37,000.00	3,659,829.96	(3,659,829.96)
61 Loans, Taxes, and other Disbursements	2,770.00	3,108.07	441.77	-	3,549.84	(779.84)
62 Transfers – Inmate Medical Payments	16,000,000.00	8,677,985.36	2,722,014.64	-	11,400,000.00	4,600,000.00
64 Merchandise for Resale	-	-	-	-	-	-
TOTAL	593,985,402.82	480,657,201.31	52,167,832.43	791,506.48	533,616,540.22	60,368,862.60
Funding						
19211 FY 2022 CarryOver	41,902,502.82	41,063,502.82	839,000.00	-	41,902,502.82	-
19301 GRF Appropriations	526,632,583.00	414,143,381.49	51,328,832.43	791,506.48	466,263,720.40	60,368,862.60
57601 Duties - Appropriations	25,450,317.00	25,450,317.00	-	-	25,450,317.00	-
TOTAL	593,985,402.82	480,657,201.31	52,167,832.43	791,506.48	533,616,540.22	60,368,862.60
					Remaining Payroll	47,780,563.18
						12,588,299.42

Oklahoma Department of Corrections
Statement of Revenues, Expenditures and Changes in Fund Balances
 Non- Appropriated Funds
 As of July 1, 2022 through May 31, 2023

	200 Fund	205 Fund	210 Fund	225 Fund	235 Fund	280 Fund	283 Fund	Funds
Revenue Revenues								
Code Current:								
428199 Disbursement Fees	\$ 7,727.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,727.55
433107 Sale of Contraband	10,578.85	-	-	-	-	-	-	10,578.85
433147 Bank Charge Back / Returned Check Fee	-	-	-	-	-	-	-	-
433199 Other Fines, Forfeits, Penalties (Admin. Fees, Inst. Debts)	93,210.99	-	77,181.61	-	-	17,968.53	-	188,361.13
441105 Interest on Investments	283,024.50	13,648.92	-	-	-	76,647.59	-	373,321.01
443103 Rent from Land & Buildings	30,126.73	-	-	-	-	-	-	30,126.73
451101 Right - of - Way Easements	-	-	-	-	-	-	-	-
451101 Insurance and Other Reimbursement for Damages	28,297.67	-	-	-	-	-	-	28,297.67
452005 Reimbursement for Administrative Expense (PPWP)	135,434.26	-	-	-	-	-	-	135,434.26
452117 Reimbursement of Data Processing Fees	-	-	-	-	-	-	-	-
453003 Reimbursement for Travel Expense	-	-	-	-	-	-	-	-
455201 Federal Reimbursements	2,469,079.09	-	-	-	-	-	-	2,469,079.09
456101 Federal Funds Rec'd from Non-Gov. Ag.	52,620.95	-	-	-	-	-	-	52,620.95
458101 Refunded Money Previously Disbursed - Goods & Services	718,868.23	-	-	-	-	-	-	718,868.23
458105 Reimbursement for Funds Expended (Refunds - Payroll Reim.)	146,636.13	-	-	-	-	-	-	146,636.13
459151 Pharmaceuticals Rebate	-	-	-	-	-	-	-	-
459171 Program Income (Dog Programs)	291.03	-	-	-	-	-	-	291.03
459199 Other Grants, Refunds and Reimbursements (P-card Rebate)	129,417.48	-	-	-	-	-	-	129,417.48
471122 Farm Products General	-	-	-	-	-	12,594,805.11	-	12,594,805.11
473105 Charge for Service - (Water Treatment Plant)	42,350.00	-	-	-	-	-	-	42,350.00
473176 Laboratory and Medical Services	132,511.65	-	-	-	-	-	-	132,511.65
474105 Sale of Documents (Copies)	16,618.94	-	-	-	-	-	-	16,618.94
474131 Sale of Merchandise	-	-	-	-	-	12,986,640.37	-	12,986,640.37
474122 Food & Beverage Sales (KBTA Cafeteria)	5,262.19	-	-	-	-	-	-	5,262.19
474124 Canteen and Concession Income	-	6,283,903.72	-	-	-	-	-	6,283,903.72
474141 Printing Incl. Sale of Publications (Filming)	38,225.00	-	-	-	-	-	-	38,225.00
479121 Paper & Other Recyclable Materials	-	-	-	-	-	-	-	-
479131 Notification of Confinement - Social Security Admin	57,400.00	-	-	-	-	-	-	57,400.00
481102 Contributions - Patients & Inmates	8,643.74	-	-	-	-	-	-	8,643.74
481121 Probation & Parole Fees, DNA Fees, GPS Fees, Restitution Fees	2,549,518.19	-	-	-	-	-	-	2,549,518.19
482101 Deposits by Patients and Offenders (Program Fees - Work Release)	5,475,600.07	-	-	-	-	40,778.67	-	5,516,378.74
483607 Sale of Salvage	98,863.70	-	-	-	-	-	-	98,863.70
488174 Inter Agency Transfer from Construction Fund	-	-	-	-	-	-	184,000.00	184,000.00
488191 P-Card Rebate	219,597.65	-	-	-	-	26,152.42	-	245,750.07
Total Revenues	12,749,904.59	6,297,552.64	77,181.61	-	-	25,742,992.69	184,000.00	45,051,631.53
Account Expenditures								
Code Current:								
11,12,13 Payroll	723.77	-	-	-	-	8,038,391.57	-	8,039,115.34
15 Professional Services	4,225,281.43	1,614,726.98	114,467.61	-	781,355.00	347,363.90	-	7,083,194.92
21, 22 Travel	49,377.11	4,410.54	10,448.48	-	-	33,140.48	-	97,376.61
31 Misc. Admin. Expenses	1,177,104.62	521,616.07	-	-	-	716,873.56	-	2,415,594.25
32 Rent	1,194,850.11	147,673.47	-	-	28,315.54	163,765.49	-	1,534,604.61
33 Maintenance and Repair	2,975,553.49	532,500.19	-	-	-	859,852.16	-	4,367,905.84
34 Specialized Supplies and Materials	179,825.17	768,104.56	601.37	-	-	502,762.29	-	1,451,293.39
35 Production, Safety and Security	618,124.29	20,698.18	1,793.42	-	-	543,373.92	-	1,183,989.81
36 General Operating Expenses	5,231.95	136,573.84	77.25	-	869.00	82,083.78	-	224,835.82
37 Shop Expense	189,238.71	13,234.30	8,335.79	-	1,165.02	1,797,549.05	-	2,009,522.87
41 Furniture and Equipment	838,442.29	372,089.69	-	-	1,949,784.67	172,806.81	-	3,333,123.46
42 Library Equipment and Resources	283.06	2,250.02	-	-	-	-	-	2,533.08
43 Lease Purchases	-	-	-	-	-	-	-	-
44 Livestock and Poultry	-	-	-	-	-	76,215.00	-	76,215.00
45 Land and Right-of-way	-	-	-	-	-	-	-	-
46, 47 Building, Construction and Renovation	54,070.00	3,125.56	-	-	-	109,648.33	-	166,843.89
48 Debt Service	-	-	-	-	-	-	-	-
51 Inmate Pay and Health Services	99,047.34	2,321,565.17	-	-	-	755,119.17	-	3,175,731.68
52 Tuitions, Awards and Incentives	-	-	-	-	-	-	-	-
53 Refunds and Restitutions	-	8,800.00	-	-	-	-	-	8,800.00
54 Jail Backup, County Jails and Other	2,906,589.80	-	-	223,575.00	-	-	-	3,130,164.80
55 Payment to Gov. Sub-Division	-	-	-	-	-	-	-	-
59 Assistance Payments to Agencies	-	-	-	-	-	-	-	-
61 Loans, Taxes and other Disbursements	345.00	-	-	-	-	175.84	-	520.84
62 Transfers - Out Sourced Health Care	771,238.06	-	-	-	-	-	-	771,238.06
64 Merchandise for Resale	6,428.15	-	-	-	-	13,181,903.01	-	13,188,331.16
Total Expenditures	15,291,754.35	6,467,368.57	135,723.92	223,575.00	2,761,489.23	27,381,024.36	-	52,260,935.43
<i>Excess of Revenues Over (Under) Expenditures</i>	<i>(2,541,849.76)</i>	<i>(169,815.93)</i>	<i>(58,542.31)</i>	<i>(223,575.00)</i>	<i>(2,761,489.23)</i>	<i>(1,638,031.67)</i>	<i>184,000.00</i>	<i>(7,209,303.90)</i>
Cash								
Beginning Cash Balance	20,378,420.15	830,756.04	1,217,344.10	329,567.61	5,677,369.72	7,179,448.20	-	35,612,905.82
Revenue Received this Year	12,749,904.59	6,297,552.64	77,181.61	-	-	25,742,992.69	184,000.00	44,867,631.53
Expenditures made this Year	(15,291,754.35)	(6,467,368.57)	(135,723.92)	(223,575.00)	(2,761,489.23)	(27,381,024.36)	-	(52,260,935.43)
Beginning Change in Liabilities	(62,091.40)	(41,510.00)	(85.53)	(3,043.39)	-	(66,740.21)	-	(173,470.53)
Transfers	(2,691.40)	-	-	-	-	-	-	(2,691.40)
Adjustments	-	-	-	-	-	-	-	-
Ending Cash Balance	\$ 17,771,787.59	\$ 619,430.11	\$ 1,158,716.26	\$ 102,949.22	\$ 2,915,880.49	\$ 5,474,676.32	\$ 184,000.00	\$ 28,043,439.99

Oklahoma Department of Corrections
Statement of Revenues, Expenditures and Changes in Fund Balances
 Non-Appropriated Funds
 For the Month of May 2023

Revenue Code	Revenues	200 Fund	205 Fund	210 Fund	225 Fund	235 Fund	280 Fund	283 Fund	Funds
428199	Disbursement Fees	\$ 693.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 693.09
433107	Sale of Contraband	-	-	-	-	-	-	-	-
433147	Bank Charge Back / Returned Check Fee	-	-	-	-	-	-	-	-
433199	Other Fines, Forfeits, Penalties (Admin. Fees, Inst. Debts)	7,559.34	-	6,176.50	-	-	9,462.89	-	23,198.73
441105	Interest on Investments	31,626.25	1,551.93	-	-	-	-	-	33,178.18
443103	Rent from Land & Buildings	1,883.20	-	-	-	-	-	-	1,883.20
451101	Insurance and Other Reimbursement for Damages	85.43	-	-	-	-	-	-	85.43
452005	Reimbursement for Administrative Expense (PPWP)	11,320.95	-	-	-	-	-	-	11,320.95
452117	Reimbursement of Data Processing Fees	-	-	-	-	-	-	-	-
453003	Reimbursement for Travel Expense	-	-	-	-	-	-	-	-
455201	Federal Reimbursements	161,156.00	-	-	-	-	-	-	161,156.00
456101	Federal Funds Rec'd from Non-Gov. Ag.	-	-	-	-	-	-	-	-
458101	Refunded Money Previously Disbursed - Goods & Services	230,452.36	-	-	-	-	-	-	230,452.36
458105	Reimbursement for Funds Expended (Refunds - Payroll Reim.)	-	-	-	-	-	-	-	-
459151	Pharmaceuticals Rebate	-	-	-	-	-	-	-	-
459171	Program Income (Dog Programs)	-	-	-	-	-	-	-	-
459199	Other Grants, Refunds and Reimbursements (P-card Rebate)	-	-	-	-	-	-	-	-
471122	Farm Products General	-	-	-	-	-	1,485,754.61	-	1,485,754.61
473105	Charge for Service - (Water Treatment Plant)	3,850.00	-	-	-	-	-	-	3,850.00
473176	Laboratory and Medical Services	7,624.02	-	-	-	-	-	-	7,624.02
474105	Sale of Documents (Copies)	2,463.70	-	-	-	-	-	-	2,463.70
474122	Food & Beverage Sales	2,545.95	-	-	-	-	-	-	2,545.95
474131	Sale of Merchandise	-	-	-	-	-	1,113,226.71	-	1,113,226.71
474124	Canteen and Concession Income	-	293,950.78	-	-	-	-	-	293,950.78
474141	Printing Incl. Sale of Publications (Filming)	-	-	-	-	-	-	-	-
479121	Paper & Other Recyclable Materials	-	-	-	-	-	-	-	-
479131	Notification of Confinement - Social Security Admin	-	-	-	-	-	-	-	-
481102	Contributions - Patients & Inmates	-	-	-	-	-	-	-	-
481121	Probation & Parole Fees, DNA Fees, GPS Fees, Restitution Fees	255,081.06	-	-	-	-	-	-	255,081.06
482101	Deposits by Patients and Offenders (Program Fees - Work Release)	458,712.38	-	-	-	-	5,717.82	-	464,430.20
483607	Sale of Salvage	2,499.38	-	-	-	-	-	-	2,499.38
488191	P-Card Rebate	-	-	-	-	-	-	-	-
	Total Revenues	1,177,553.11	295,502.71	6,176.50	-	-	2,614,162.03	-	4,090,848.40
Account Code	Expenditures								
11,12,13	Payroll	-	-	-	-	-	753,699.56	-	753,699.56
15	Professional Services	383,829.78	293,707.42	44,614.72	-	86,418.75	21,747.74	-	830,318.41
21, 22	Travel	6,977.31	-	507.00	-	-	6,530.08	-	14,014.39
31	Misc. Admin. Expenses	1,035.00	57,079.27	-	-	-	48,015.88	-	106,130.15
32	Rent	14,731.69	11,969.85	-	-	3,879.06	14,322.05	-	44,902.65
33	Maintenance and Repair	545,783.76	42,364.05	-	-	-	79,573.66	-	667,721.47
34	Specialized Supplies and Materials	18,074.61	40,825.53	-	-	-	53,021.21	-	111,921.35
35	Production, Safety and Security	46,289.51	-	-	-	-	35,063.11	-	81,352.62
36	General Operating Expenses	-	6,539.29	-	-	-	5,227.57	-	11,766.86
37	Shop Expense	6,219.86	358.52	395.14	-	-	61,423.19	-	68,396.71
41	Furniture and Equipment	183,497.60	6,927.57	-	-	258,942.83	10,008.02	-	459,376.02
42	Library Equipment and Resources	-	-	-	-	-	-	-	-
43	Lease Purchases	-	-	-	-	-	-	-	-
44	Livestock and Poultry	-	-	-	-	-	-	-	-
45	Land and Right-of-way	-	-	-	-	-	-	-	-
46, 47	Building, Construction and Renovation	-	-	-	-	-	-	-	-
48	Debt Service	-	-	-	-	-	-	-	-
51	Inmate Pay and Health Services	9,862.02	215,552.38	-	-	-	75,486.04	-	300,900.44
52	Tuitions, Awards and Incentives	(659.01)	-	-	-	-	-	-	(659.01)
53	Refunds and Restitutions	-	-	-	-	-	-	-	-
54	Jail Backup, County Jails and Other	65,826.00	-	-	28,517.75	-	-	-	94,343.75
55	Payment to Gov. Sub-Division	-	-	-	-	-	-	-	-
59	Assistance Payments to Agencies	-	-	-	-	-	-	-	-
61	Loans, Taxes and other Disbursements	-	-	-	-	-	-	-	-
62	Transfers - Out Sourced Health Care	15,641.06	-	-	-	-	-	-	15,641.06
64	Merchandise for Resale	-	-	-	-	-	913,224.82	-	913,224.82
	Total Expenditures	1,297,109.19	675,323.88	45,516.86	28,517.75	349,240.64	2,077,342.93	-	4,473,051.25
	<i>Excess of Revenues Over (Under) Expenditures</i>	<i>(119,556.08)</i>	<i>(379,821.17)</i>	<i>(39,340.36)</i>	<i>(28,517.75)</i>	<i>(349,240.64)</i>	<i>536,819.10</i>	<i>-</i>	<i>(382,202.85)</i>
	Cash								
	Beginning Cash Balance	17,917,017.88	1,005,077.35	1,198,056.62	131,466.97	3,265,121.13	5,220,420.18	184,000.00	28,737,160.13
	Revenue Received this Month	1,177,553.11	295,502.71	6,176.50	-	-	2,614,162.03	-	4,093,394.35
	Expenditures made this Month	(1,297,109.19)	(675,323.88)	(45,516.86)	(28,517.75)	(349,240.64)	(2,077,342.93)	-	(4,473,051.25)
	Beginning Change in Liabilities	(25,674.21)	(5,826.07)	-	-	-	(282,562.96)	-	(314,063.24)
	Transfers (Cares Act Funding & OMS/IKON Funding)	-	-	-	-	-	-	-	-
	Adjustments	-	-	-	-	-	-	-	-
	Ending Cash Balance	\$ 17,771,787.59	\$ 619,430.11	\$ 1,158,716.26	\$ 102,949.22	\$ 2,915,880.49	\$ 5,474,676.32	\$ 184,000.00	\$ 28,043,439.99

Oklahoma Department of Corrections
Statement of Revenues, Expenditures and Changes in Fund Balances
Federal Funding
As of July 1, 2022 through May 31, 2023

	410 Fund	430 Fund	Funds
Revenues			
Current:			
Federal Funds Received	\$ 390,161.92	\$ 968,196.47	\$ 1,358,358.39
Private Grants and Donations for Opns.	-	-	-
Reimbursements & P-Card Rebate	-	-	-
Total Revenues	390,161.92	968,196.47	1,358,358.39
Expenditures			
Current:			
Payroll	160,143.46	106,445.11	266,588.57
Professional Services	-	331,807.94	331,807.94
Travel	65,940.76	1,650.81	67,591.57
Misc. Admin. Expenses	4,355.00	-	4,355.00
Rent	18,670.92	-	18,670.92
Maintenance and Repair	15,841.43	108,566.75	124,408.18
Specialized Supplies and Materials	-	15,878.15	15,878.15
Production, Safety and Security	-	-	-
General Operating Expenses	105,801.34	-	105,801.34
Shop Expense	-	4,020.00	4,020.00
Furniture and Equipment	101,677.22	510,282.61	611,959.83
Library Equipment and Resources	-	-	-
Lease Purchases	-	-	-
Livestock and Poultry	-	-	-
Land and Right-of-way	-	-	-
Building, Construction and Renovation	-	-	-
Debt Service	-	-	-
Inmate Pay and Health Services	-	-	-
Tuitions, Awards and Incentives	-	-	-
Refunds and Restitutions	-	-	-
Jail Backup, County Jails and Other	-	-	-
Payment to Gov. Sub-Division	-	21,985.57	21,985.57
Assistance Payments to Agencies	-	-	-
Loans, Taxes and Other Disbursements	-	-	-
Transfers - Out Sourced Health Care	-	-	-
Merchandise for Resale	-	-	-
Total Expenditures	472,430.13	1,100,636.94	1,573,067.07
<i>Excess of Revenues Over</i>			
<i>(Under) Expenditures</i>	<u>(82,268.21)</u>	<u>(132,440.47)</u>	<u>(214,708.68)</u>
Cash			
Beginning Cash Balance	262,222.09	212,486.41	474,708.50
Revenue Received this Year	390,161.92	968,196.47	1,358,358.39
Expenditures made this Year	(472,430.13)	(1,100,636.94)	(1,573,067.07)
Beginning Change in Liabilities	(11,631.48)	-	(11,631.48)
Transfers	-	-	-
Adjustments	-	-	-
Ending Cash Balance	<u>\$ 168,322.40</u>	<u>\$ 80,045.94</u>	<u>\$ 248,368.34</u>

Oklahoma Department of Corrections
Statement of Revenues, Expenditures and Changes in Fund Balances
Federal Funding
For the Month of May 2023

	410 Fund	430 Fund	Funds
Revenue Revenues			
<u>Code</u> Current:			
556 Federal Funds Rec'd from Non-Gov. Ag.	\$ -	\$ 6,223.20	\$ 6,223.20
561 Private Grants and Donations for Opns.	-	-	-
581 Reimbursements	-	-	-
Total Revenues	-	6,223.20	6,223.20
Account Expenditures			
<u>Code</u> Current:			
11,12,13 Payroll	19,270.24	11,203.09	30,473.33
15 Professional Services	-	43,936.03	43,936.03
21, 22 Travel	23,091.55	-	23,091.55
31 Misc. Admin. Expenses	-	-	-
32 Rent	457.39	-	457.39
33 Maintenance and Repair	314.88	-	314.88
34 Specialized Supplies and Materials	-	10,601.24	10,601.24
35 Production, Safety and Security	-	-	-
36 General Operating Expenses	21,680.83	-	21,680.83
37 Shop Expense	-	-	-
41 Furniture and Equipment	12,298.97	-	12,298.97
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	-	-	-
Total Expenditures	77,113.86	65,740.36	142,854.22
<i>Excess of Revenues Over</i> <i>(Under) Expenditures</i>	<i>(77,113.86)</i>	<i>(59,517.16)</i>	<i>(136,631.02)</i>
Cash			
Beginning Cash Balance	245,436.26	142,955.60	388,391.86
Revenue Received this Month	-	6,223.20	6,223.20
Expenditures made this Month	(77,113.86)	(65,740.36)	(142,854.22)
Change in Liabilities	-	(3,392.50)	(3,392.50)
Transfers	-	-	-
Adjustments	-	-	-
Ending Cash Balance	\$ 168,322.40	\$ 80,045.94	\$ 248,368.34

Budget Overview

Department	Budget	Payroll	Operating	% of Budget by Department
00 - Institutions	227,572,117	159,899,144	67,672,973	37%
21 - Probation and Parole	33,682,202	31,926,315	1,755,887	5%
31 - Community Corrections	20,425,661	16,291,436	4,134,225	3%
51 - Inmate Programs-GPS	24,255,928	18,012,087	6,243,841	4%
52 - Community Sentencing	3,439,593	1,158,843	2,280,750	1%
56 - Contracted Services	63,834,095	945,053	62,889,042	10%
60 - General Operations	24,591,747	3,601,904	20,989,843	4%
61 - Central Office Operations	45,818,880	42,808,322	3,010,558	7%
62 - Divisional Operations	19,369,874	11,910,791	7,459,083	3%
63 - Health Services	107,569,756	50,553,596	57,016,160	17%
88 - Information Technology	20,889,700	-	20,889,700	3%
42 - Prison Industries	31,720,149	10,101,992	21,618,157	5%
TOTAL	623,169,702	347,209,483	275,960,219	

Budgeted Staffing Levels

	FY24 BUDGET	FY24 FILLED	FY24 VACANT	FY 23 AVERAGE FILLED
Correctional Officers	1,524	1,301	223	1,281
Probation Officers	313	299	14	248
Medical	439	338	101	316
Other	1,864	1,609	255	1,685
Total Staff	4,140	3,548	592	3,530

2024 GA Bill SB 1004 - Public Safety and Judiciary

FY2024 Appropriation	\$ 552,606,940
Other Adjustments	\$ (30,457)
Teacher Pay Raises	\$ 554,469

Noteworthy Changes

Institutional and Community Correctional Centers	
Food	\$3,687,619
Maintenance	\$389,601
Utilities	\$13,566,850
Law Enforcement Matrix	\$1,163,078
Lease Payments(Davis/Hinton)	\$11,758,175
Programs	\$ 747,900
Community Sentencing	\$250,000
HCM/Training	\$843,899
Halfway House Per Diem	\$255,273
Private Prison Per Diem Increase (Davis)	\$220,800
Medical Pay Raises and FTE	\$9,344,089
Computer Refresh	\$1,000,000
Office Space/Debt Service MBCC	

FY2023 Carryover

Forecasted Carryover for FY23	\$35,682,434
Bi-weekly Payroll Conversion	\$9,303,744
OSP Rodeo	\$1,000,000
Guidehouse	\$500,000
Settlement	\$1,050,000
Fleet Reduction/Replacement	
ADA Compliant Minivans	\$1,678,215
Agency-wide Fleet Replacement	\$4,000,000
Facility Radio Communication	\$3,000,000
Jail Backup	\$5,000,000
Cert Team Weapons	\$200,000
Officer Uniforms/Inmate Clothing	\$1,000,000
Construction Projects	\$4,000,000
Balance Remaining	\$5,150,475

FY2024 Funding Sources

Funding Sources	FY24	% of Budget by Fund
Appropriation	552,606,940	88.68%
200 Revolving Fund	23,968,332	3.85%
205 Welfare and Rec. Fund	11,093,730	1.78%
210 Community Sentencing Fund	230,000	0.04%
225 County Jail Inmate Transport Reim. Fund	-	0.00%
235 ICON Fund	-	0.00%
280 Prison Industries Fund	32,712,863	5.25%
283 Long Range Capital Planning Fund	46,000	0.01%
410/430 Federal Fund	2,511,837	0.40%
Total	623,169,702	

FY 2024 Budget Work Program

	FY 2024 Budget Work Program	FY 2023 Projected Actuals	\$ Change	% Change	
Salaries and Benefits	347,209,483	319,974,546	27,234,937	8.5%	55.72%
Contract Beds	28,150	49,149	(20,999)	-42.7%	0.00%
Private Prisons	56,542,900	76,652,016	(20,109,116)	-26.2%	9.07%
Halfway Houses	1,766,600	1,347,731	418,869	31.1%	0.28%
Contracted County Jails					0.00%
Jail Backup	4,301,392	9,253,467	(4,952,075)	-53.5%	0.69%
Jail Backup Transportation Reim	250,000	258,781	(8,781)	-3.4%	0.04%
Medical Services	47,776,160	48,433,998	(657,838)	-1.4%	7.67%
Hep C Treatment	9,240,000	9,358,980	(118,980)	-1.3%	1.48%
Institutions	67,672,973	35,830,520	31,842,453	88.9%	10.86%
Probation and Parole	1,755,887	1,595,727	160,160	10.0%	0.28%
Community Corrections	4,134,225	2,847,282	1,286,943	45.2%	0.66%
Inmate Programs	6,243,841	3,788,252	2,455,589	64.8%	1.00%
Community Sentencing	2,280,750	1,803,710	477,040	26.4%	0.37%
General Operations	20,989,843	18,609,575	2,380,268	12.8%	3.37%
NFCC Lease	-	12,916,000	(12,916,000)	-100.0%	0.00%
Central Office Operations	3,010,558	1,900,230	1,110,328	58.4%	0.48%
Divisional Operations	7,459,083	19,813,524	(12,354,441)	-62.4%	1.20%
IT	16,089,700	10,030,217	6,059,483	60.4%	2.58%
Offender Management System	4,800,000	4,545,866	254,134	5.6%	0.77%
OCI / Agri-Services	21,618,157	19,109,453	2,508,704	13.1%	3.47%
	623,169,702	598,119,024	25,050,678	4.2%	100.00%

Oklahoma Department of Corrections
FY 2025 Capital Outlay Request

Priority	Project	Cost Estimate
1	Jim E. Hamilton Correctional Center • Waste Water Treatment Plant	\$ 8,500,000
2	Jackie Brannon Correctional Center • Asbestos Abatement of Vacant Unit (Old B) at JBCC	\$ 679,500
3	Multiple Locations • Emergency Generators	\$ 725,000
4	Jess Dunn Correctional Center • Elevator Modernization	\$ 470,000
5	Multiple Locations • Stainless Steel Fixture Replacement	\$ 1,426,343
6	Oklahoma State Penitentiary • ADA Ramp Repair	\$ 750,000
7	Multiple Locations • Locks, Doors, and Door Frame Replacement	\$ 34,301,000
8	Multiple Locations • Perimeter Fence Zone Alarm System Replacement	\$ 3,500,000
9	Multiple Locations • Surveillance Equipment Upgrade	\$ 6,685,000
10	James Crabtree Correctional Center • High Mast Lighting and Cameras	\$ 658,000
11	Oklahoma State Penitentiary • Recreation Yard Covers	\$ 668,268
12	Multiple Locations • Water Lines Replacement and Water Softener Replacement	\$ 2,911,929
13	Multiple Locations • Road Repair & Parking Lot	\$ 1,574,180
14	Multiple Locations • Roof Repairs or Replacement	\$ 1,296,866
15	Jackie Brannon Correctional Center • Segregated Housing Unit (SHU) & CERT Building	\$ 2,750,000
16	Northeast Oklahoma Correctional Center • Programs/Office Building	\$ 500,000
17	James Crabtree Correctional Center • CERT Building & Gun Range Building/Firearms Training	\$ 400,000
18	James Crabtree Correctional Center • Kitchen Expansion	\$ 4,278,000
19	Eddie Warrior Correctional Center • Cosmetology School (RISE Program) Expansion	\$ 382,330
20	Multiple Locations • Heavy Equipment	\$ 361,739
21	Oklahoma State Reformatory • New Building & Renovation	\$ 2,129,879
Total FY 2025 Capital Project Request		\$ 74,948,034

CORRECTIONAL SERVICES CONTRACT

BETWEEN

CORECIVIC

AND THE

STATE OF OKLAHOMA
DEPARTMENT OF CORRECTIONS

July 1, 2023 through September 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 2023 by and between CoreCivic (the Contractor) and the Oklahoma Department of Corrections (the "State").

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

WHEREAS, the Contractor desires to provide requested facilities 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 facilities 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/ICON) - 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 documents which contain, in specific detail, policies and procedures, standards, regulations, and directives 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 term of this Contract is by agreement between the parties subject to the availability of funds appropriated by the legislature for such purpose as set out in Section 10.5 of this Contract; provided however that this Agreement shall not be construed to encumber state funds beyond the amount appropriated for such Fiscal Year. The parties agree to review and consider additional proposed revisions which may arise throughout the term of the Contract. The parties hereto agree that the term of this Contract is for a ninety day term with the ninety day period beginning July 1, 2023 and ending September 30, 2023, or until all funds are unavailable, as provided herein. Renewal of the Contract for successive thirty day periods shall be by mutual 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. Notwithstanding any provision herein to the contrary, this Contract is contingent upon the simultaneous execution by the parties of a lease agreement for the Facility with a lease term that will begin October 1, 2023.

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 30 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 security offenders, 1070 medium security offenders and 240 medium security offenders to be housed in a Behavior Modification Unit at Davis Correctional Facility. The number of beds in this contract may increase or decrease by mutual agreement of the parties, in which case the payment will also be adjusted by mutual agreement of the parties. 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 Chief Medical Officer.
- C. Emergency transfers that involve insurrections or such other circumstances occurring at the Facility. Such transportation arrangements will be at the sole expense of 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-150601 entitled "Tobacco Regulations".

ARTICLE 5 FACILITY OPERATIONS AND SERVICES

Section 5.1 Operation. The Contractor shall operate the Facility in accordance with this Contract and the Operating Standards.

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 entitled "Correspondence, Publications, and AudioNideo Media Guidelines" and the Operating Standards.

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

Section 5.15 Grievance and Misconduct Procedure. 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 an offender's discharge date due to revocation of earned credits 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 and 563.2.)

- 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 Chief Administrator of Community Corrections and Contract Services 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 3rd party arbiter provide his/her professional opinion regarding the cause of the incident. CORECIVIC and the Department shall mutually agree upon the 3rd party arbiter. If the parties are unable to mutually agree upon the 3rd party arbiter, each party shall appoint a representative and the representatives of each party shall agree upon the 3rd party arbiter. The cost of the 3rd 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://doc.ok.gov/>.

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

Section 5.21 Access to Courts. The Contractor shall provide offenders access to courts in accordance with Departmental policy and the guidance of *Lewis v. Casey*, 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 with regard to the administration of sentences. The Department may charge the Contractor for such training, to include the wages and transportation costs for training staff.

Section 5.23 Classification and Case Management. The Contractor shall provide intake orientation and release services in accordance with the Operating Standards. 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, Inmate Attendance Roster.
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 (DOC 100401D) 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 entitled "Systems of Incarceration" 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 entitled "Standards for Inmate Programs". 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 entitled "Inmate Escorted Leave/Activities", 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, including but not limited to OP-030601, entitled "Oklahoma Prison Rape Elimination Act". The Contractor shall maintain compliance with PREA Standards, including but not limited to 34 U.S.C. §§ 30301-30309, and undergo PREA audits as required by law and DOC policy.

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) of less than 1,500 offenders for Davis Correctional Facility exists for 30 days or more, then the Contractor may submit an amended staffing plan for State approval. If the offender population Davis Correctional Facility exceeds 1,670, staffing will be adjusted as mutually agreed upon by the parties. The Contractor must adhere Appendix G 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(0).
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.
 2. For all such requests, the Facility will submit two (2) fingerprint cards, a DOC Authorization to Release Information for Employment and a CORECIVIC HR-A-106 authorization form for each applicant.
- C. 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 Management and Enterprise Services - Human Capital 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 \$68.00 and the per diem rate for Medium security offenders will be \$55.00. The per diem rate for Behavior Modification Unit offenders will be \$68.00.
- 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 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 7.3 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 Division of West Institutions. 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 7.4 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 7.5 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 7.6 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/her duties, shall have access at all times, with or without notice, to offenders and staff, to all areas of the Facility and to

inspect all documents and records relating to the Contract and the Contractor 's performance including employee qualifications or the requirement of training, disciplinary records relating to 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 Division of West Institutions will not exceed \$7,000 per facility 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 30 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 ninety day 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 Office of Management and Enterprise Services or designee including their General Counsel or designee.
- C. The Oklahoma Board of Corrections.

Section 11.4 Invalidity and Severability. In the event that any provision of this Contract shall be held to be invalid, the validity of the remaining provisions of the Contract shall not in any way be affected thereby.

Section 11.5 Services Commencement Date. This contract shall be effective upon execution by all the parties, and approval by the Oklahoma Board of Corrections.

Section 11.6 Terminology and Definitions. All personal pronouns used in this Contract, whether used in the masculine, feminine, or neutral gender, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

Section 11.7 Interpretation and Venue. The laws of the State of Oklahoma and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Contract. Oklahoma County, Oklahoma shall be the venue in the event any action is filed to enforce or interpret provisions of this Contract.

Section 11.8 Release. The Contractor, upon final payment of the amount due under this Contract, releases the State, its officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The parties agree not to purport to bind the other to any obligation not assumed herein unless said party has express written authority to do so, and then only within the strict limits of this authority.

Section 11.9 Amendment. This Contract shall not be altered, changed, or amended except by a written agreement executed by the requisite parties hereto.

Section 11.10 Scope of Agreement. This Contract, 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 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. 7th, Suite 103
Stillwater, OK 74074

Phone: 405-377-6750
Fax: 405-377-6754
E-Mail; jeff.spaulding@doc.ok.gov

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

Health Services
Oklahoma Department of Corrections
3300 N. Martin Luther King
Oklahoma City, OK 73111
405-425-2958
405-425-2911 Fax

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-mail may be used where feasible with hard original copy to follow.

Section 11.15 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 _ day of _____,2023.

State of Oklahoma

CONTRACTOR

Signature on file

Signature on file

Steven Harpe, Director
Oklahoma Department of Corrections

Natasha Metcalf, Vice President

Approved as to Form:

Signature on file

Kari Hawkins, General Counsel
Department of Corrections

The undersigned authorities, each of them respectively, have reviewed the contract for compliance with the provisions of applicable statutes 57 O.S §§ 561 and 561.1 as well as all other applicable statutes and the contract conforms with those requirements.

Approved:

Approved:

Signature on file

Signature on file

Jon Dutton
Assistant Attorney General
Oklahoma Attorney General's
Office

John Suter, Director
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 AudioNideo 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-040203 "Restrictive/Extended Restrictive Housing"
 OP-040204 "Special Management Units"
 OP-040401 "Transportation of Inmates by Central Transportation Unit (CTU)"
 OP-050103 "Escape Notification Procedures"
 OP-050108 "Use of Force Standards and Reportable Incidents"
 OP-050112 "Procedures in the Event of a Protest"
 OP-050401 "Active Shooter"
 OP050601 "Unmanned Vehicles"
 OP-052001 "Emergency Procedures for Private Prisons"
 OP-060101 "Overview of Case Management"
 OP-060102M "Male Initial Custody Assessment Procedures"

OP-060103M "Male Custody Assessment Procedures"
 OP-060104 "Community Corrections Assessment"
 OP-060106 "Non-Associations and Protective Measures"
 OP-060107 "Systems of Incarceration"
 OP-060125 "Inmate/Offender Disciplinary Procedures"
 OP-060203 "Adjustment Review"
 OP-060204 "Inmate Transfers"
 OP-060205 "Parole Process Procedures"
 OP-060206 "Corrections Compact Transfers"
 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-130101 "Compliance Monitoring Program"
 OP-130106 "Environmental Health, Safety and Sanitation Inspections"
 OP-130107 "Standards for Inspections"
 OP-150601 "Tobacco Regulations"

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

**APPENDIXC
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.
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.

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.

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.

6. **Outpatient care:** Health care provided where the offender remains ambulatory and is not kept in a health care facility overnight.

7. **Major mental illness:** An offender will be identified as having a major illness if currently prescribed psychotropic medications.

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) and Lindsay Municipal Hospital (LMH) 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) and Lindsay Municipal Hospital (LMH) 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) or Lindsay Municipal Hospital (LMH). 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.
- G. **HCV Positive Offenders:** The Contractor shall be responsible for the treatment of offenders infected with the Hepatitis C Virus (HCV). This will include, but will not be limited to, all in-patient medical costs subject to the limits contained in section H.3 and outpatient medical costs, excluding the cost of providing antiviral medications therapeutically indicated for the treatment of HCV. The Contractor shall be required to treat all HCV offenders in accordance with the Oklahoma DOC's protocol including but not limited to MSRM 140137.06. If the number of HCV positive offenders being treated at any one time is more than two (2), then the Department shall transfer all offenders in excess of two (2) out of the Facility or the Department shall assume responsibility for all health care costs for offenders in excess of two (2).
- H. **Payments for Health Service: NOTE:** Currently some treatment may be provided at OU Medical Center (OUMC) and Lindsay Municipal Hospital (LMH) 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 free services become unavailable. 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 date free services become unavailable, 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.
5. The contractor may not withhold medical care or payment for medical services for any inmate in its custody if that inmate requires offsite medical treatment.
 - I. 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.
 - J. 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) and Lindsey Municipal Hospital (LMH), as long as Department maintains a security post at this location.

- K. **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.
- L. 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.
- M. **Administrative Reg_orts:** The Contractor's health services administrator or designee will prepare a monthly statistical report to be submitted to the Department's health services division.
- N. **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.
- O. **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.

- P. 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 Region III will constitute official notice pursuant to the Contract requiring immediate action.

APPENDIX D LIQUIDATED DAMAGES

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

$V \times Bx \text{ \$25.00 when}$

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 E
FACILITY 12-HOUR STAFFING PATTERN
DAVIS CORRECTIONAL FACILITY BASED UPON 1,670 OFFENDERS

Title	Aooroved	Title	Aooroved
Warden	1.00		
Assistant Warden	1.00		
Manaaer, Quality Assurance	1.00		
Manaaer, Learnina and Development	1.00	Health Services Administrator	1.00
Manaaer, Operations Finance	1.00	Physician	1.00
Bookkeeper	1.00	ARNP/PA	1.00
Accounting Clerk	1.00	Clinical Supervisor	1.00
Manager, Human Resources	1.00	Psychiatrist	1.00
Investiaator	1.00	Mental Health Coordinator	3.00
Safety Manaaer	1.00	RN	6.00
Grievance Coordinator	1.00	LPN	8.00
Mailroom Supervisor	1.00	Certified Medication Assistant	5.00
Mailroom Clerk	2.00	Certified Medication Assistant, Part-Time	1.00
Secretary	1.00	Medical Records Clerk	2.00
Administrative Clerk	11.00	Psychiatrist*	1.00
Administrative Clerk, Part-Time	1.00	Optometrist*	<i>PRN</i>
Chief of Unit Manaaement	1.00	Principal	1.00
Classification/Jobs Coordinator	1.00		
Unit Manager	4.00	Academic Instructor	5.00
Case Manager	14.00	Vocational Instructor	3.00
		Librarian	1.00
Correctional Counselor	16.00		
Records Manaaer	1.00	Diaanostician*	<i>PRN</i>
Records Supervisor	1.00	Chief of Security	1.00
Records Clerk	2.00		
Maintenance Supervisor	1.00	Shift Supervisor	6.00
Maintenance Worker	5.00		
Warehouse Manaaer	1.00		
Warehouse/Commissary Worker	3.00	Assistant Shift Supervisor	6.00
Recreation Supervisor	1.00		
Chaplain	1.00	STG Officer	1.00
Food Service Manaaer*	1.00	Senior Correctional Officer	20.00
Assistant Food Service Manaaer*	1.00	Correctional Officer	137.00
Food Service Supervisor*	4.00	TOTAL	

APPENDIX F
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
LAUNDRY	5
LIBRARY CLERK	4
MAINTENANCE	14
MEDICAL	3
MINIMUM CREW	2
NEWSPAPER	2
ORDERLY-AN	9
ORDERLY-AS	8
ORDERLY-SN	21
ORDERLY-BS	23
ORDERLY-CN	5
ORDERLY-CS	8
ORDERLY-ON	24
ORDERLY-OS	12
ORDERLY-ECHO	10
ORDERLY-FOX	12
ORDERLY-GOLF	2
ORDERLY-ROTUNDA	10
RECREATION	16
VO-TECH	70
YARD CREW	9
TOTAL ASSIGNED	727

APPENDIX G

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.

FY 2024
Lawton Correctional and Rehabilitation Facility
CORRECTIONAL SERVICES CONTRACT

BETWEEN

The GEO Group, Inc.

and the

STATE OF OKLAHOMA
DEPARTMENT OF CORRECTIONS

July 1, 2023 through June 30, 2024

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

THIS CONTRACT, dated as of the 1st day of July, 2023 by and between the GEO Group, Inc. (the Contractor) and the Oklahoma Department of Corrections (the "State").

WHEREAS, the Contractor is the Operator of a 2626 bed adult male medium security correctional facility, Lawton Correctional and Rehabilitation Facility, located at Lawton, Oklahoma (the "Facility"); and

WHEREAS, the Contractor desires to provide the Facility for housing 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 Facility's operation in the manner contemplated hereby;

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

ARTICLE 1 DEFINITIONS

ACA - means the American Correctional Association.

ACA Standards - means the Standards for Adult Correctional Institutions published by the American Correctional Association. (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, and its appendices, the Memorandum of Understanding, and the Operational Plan. This Agreement/Contract incorporates all the agreements, covenants and understandings agreed to between the parties. Agreement and contract may be used interchangeably.

Appropriate Housing – means that 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 unit must be under constant observation/supervision of a health care provider with regular and frequent correctional security staff observation. General population offenders may not be housed in medical observation simply for bed space.

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

Board - means the Oklahoma Board of Corrections.

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

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

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

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

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

Department - means the Oklahoma Department of Corrections.

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

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

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

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

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

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

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

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

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

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 offenders from another jurisdiction in the facility during the term of this contract. However, the State of Oklahoma and the Department of Corrections is not financially responsible for said offenders from any other jurisdiction and will not be billed by the Contractor in any manner for said offenders.

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

Operational Plan - means the document 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.

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

Protective Custody – means a security level designation for Offenders whose profiles require them to be housed separately for their protection and away from the general Offender population, consistent with DOC policy.

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

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

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

ARTICLE 2

TERM OF THE CONTRACT

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

Section 2.2 **Term of Agreement.** The term of this Contract is by agreement between the parties subject to the availability of funds appropriated by the legislature for such purpose as set out in Section 10.5 of this Contract; provided however that this Agreement shall not be construed to encumber state funds beyond the amount appropriated for such Fiscal Year. The parties agree to review and consider additional proposed revisions which may arise throughout the term of the contract. The parties hereto agree that the term of this contract is for a one year term beginning July 1, 2023 and ending June 30, 2024. This contract is renewable by mutual agreement of the Parties.

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

Section 2.4 **Termination of Contract.**

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

**ARTICLE 3
OFFENDERS**

Section 3.1 **Offender Housing.** The Contractor agrees to provide appropriate housing in accordance with the Operating Standards for 2,266 medium security offenders and 360 protective custody offenders, which number may increase or decrease, in which case the payment will be adjusted accordingly. The number of beds in this contract may be expanded by mutual consent of the parties with the per diem cost for additional beds to be negotiated. The 360 bed protective custody unit will comply with the provisions of the Department's policies OP-040203 entitled "Restrictive/Extended Restrictive Housing", OP-040204 entitled "Special Management Units", and OP-060106 entitled "Non-Associations and Protective Measures"

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 medium or minimum custody in accordance with the Department's classification and assignment procedures. The demographics of the facility will approximate the demographics of a comparable Department facility such as: racial balance, age, crime, medical condition, sentence, and behavior. In addition the following information will be supplied:

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

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

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

- D. The Contractor may request, in writing, that an offender be transferred from the Facility in accordance with Department procedures.

ARTICLE 4

FACILITY AND EQUIPMENT

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

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

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

Section 4.4 **Modification and Renovation.** All modifications and renovations performed by the Contractor shall be at the Contractor's expense, unless the parties agree otherwise. Any renovation or modification shall not affect the obligations and requirements under this

Contract, nor alter the purpose of the facility as other than a medium or minimum security prison.

Section 4.5 **Meeting Areas.** The Contractor will provide adequate facilities for meetings and hearings with Department authorities, including the Pardon and Parole Board, and legal representatives of 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-150601 "Tobacco Regulations".

ARTICLE 5 FACILITY OPERATIONS AND SERVICES

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

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

Section 5.3 **Safety and Emergency Procedures.** The Contractor will develop procedures, including housing of the 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 B, Private Prison Medical/Mental Health/Dental Services. Internet access will be provided to appropriate personnel to enter medical information on Oklahoma offenders.

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. 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 Department authorized 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. Contractor will provide clothing in a style, color, quantity, and quality as approved by the Department. The basic issue of clothing shall consist of three sets of clothing. An Offender coming into the Facility will arrive with a basic issue of clothing suitable for the season of the year in which he arrives. Contractor will be required to replace clothing items as it wears out and to provide seasonal changes of clothing and special purpose clothing. Offenders leaving the Facility shall take a full basic issue of clothing, in good repair, appropriate for the season, with them when they leave.

Section 5.11 **Transportation.** The Contractor shall provide for all non-routine 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 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 shall not exceed 12%. Any funds remaining shall be paid into the Facility's Offender Welfare Fund to be used for the benefit of the facility offender population as a whole 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 or loss of credits must be approved by the Contract Monitor.

- A. The State is responsible to respond to grievances and appeals on matters occurring during the 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 regarding the handling and processing of offender grievances and disciplinary appeals, as agreed between the parties. The Department may charge the Facility for the costs of training, including the costs of transportation and employee wages to conduct the training.

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

- A. The security level of the Facility will be medium at all times. Contractor shall provide security and control in accordance with the Operating Standards. All 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.

- B. The Facility shall train its employees and respond to any incidents occurring within the Facility. Local law enforcement agencies shall be advised of all serious/reportable incidents or emergencies in a timely manner. The Contractor will be responsible for all such incidents or emergencies and shall enter into additional agreements with other law enforcement agencies or the state for assistance whenever there is a threat to public safety or offender safety.

- C. The Contractor shall bear all reasonable costs requiring the assistance of local law enforcement agencies, state law enforcement agencies, or the Department as agreed between the parties and as required by law.

Section 5.17 **Escapes.**

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

- B. The Contractor shall bear all reasonable costs requiring the assistance of local law enforcement agencies, state law enforcement agencies, or the Department as agreed between the parties or required by law.

Section 5.18 **Use of Force; Notification.** Reasonable force may be used as required and as authorized by the Operating Standards and pursuant to applicable Department procedures.

- A. The Contractor will comply with Department policy regarding use of force standards and serious/reportable incidents reporting, to include allowing the Department to view video recordings of all serious/reportable incidents and uses for force which occur at the facility. The Department may retain use of force video recordings. The Contractor will maintain a copy of the video recording for a period of at least two (2) years from the date of the incident.
- B. The Contractor will notify the Contract Monitor or Chief Administrator of Community Corrections and Contract Services during normal business hours immediately by telephone of all reportable incidents and e-mail copies of all reports with applicable DOC policy prepared in accordance with DOC policy to the Contract Monitor and Private Prisons Administration office on the forms provided. After business hours, the Private Prisons Duty Officer will receive the notice and reports required. Time is of the essence with regard to the notifications required for reportable incidents and escapes; therefore, they must be reported as soon as possible.
- C. The Contractor shall establish a serious/reportable incidents report log that shall reflect every serious/reportable incidents report number, incident date and a brief summary of the contents of the incident reports. A copy of the incident log will be provided to the Contract Monitor monthly. The Contract Monitor will have access to all investigative reports in regards to reportable incidents.

- D. The Contractor will ensure that the level of occurrence for reportable incidents remains at, or below the average rate of occurrence at Departmental and other contract facilities of the same security level as reviewed over a six (6) month time period.
- E. If after action reviews conducted by the Department and the Contractor following a major disturbance provide different conclusions regarding the cause of the incident or are inconclusive, the Department may have a 3rd party investigator provide his/her professional opinion regarding the cause of the incident. The GEO Group and the Department shall mutually agree upon the 3rd party investigator. If the parties are unable to mutually agree upon the 3rd party investigator, each party shall appoint a representative and the representatives of each party shall agree upon the 3rd party investigator. The cost of the 3rd party investigator shall be shared equally between the parties.

Section 5.19 **Operational 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 Contractor's bankruptcy or inability to perform its duties hereunder; (5) an emergency procedures/security manual for confidential use by the staff supervisors of the Contractor ; (6) post orders for all Facility security staff positions; (7) master roster or shift rosters of all security posts; and (8) movement schedules of facility.
- B. The Contractor shall notify the Department in writing of desired changes in, or additions to, the Operational Plan with regard to the Contractor's policies and procedures, emergency procedures/security manual, and post orders. The Department will review the changes and return it to the Contractor within 30 days of receipt. Emergency requests may be approved verbally upon request or receipt. No such changes shall be

implemented prior to the Contractor's receipt of written approval from the Department which approval shall not be unreasonably withheld. Contractor non-compliance with the Operational Plan may be regarded as a material breach of this Contract.

- C. The Department will provide a complete copy of the policy and operations manual for the Contractor at www.ok.gov/doc/.

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 Lewis v. Casey v. 518 U.S. 343, 116 S.Ct. 2174, 135 L.Ed.2d 606.

- A. The Contractor will make available to all 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 Department shall provide the Contractor with essential data and information relating to sentence computations in accordance with Oklahoma law, the offender's 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 Department ; provided that the final decisions with respect to sentence computation rests with the Department. 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. The agency may waive all or part of the liquidated damages. All private prison releases from custody are to be approved by the Department's Sentence Administration unit. This is only an administrative responsibility and the State will continue to have all legal responsibility for final determination of earned credits and discharge dates. Nothing herein will be construed to abrogate the duty of the State in this regard. The Department will provide training to the Contractor with regard to the administration of sentences. The Department may charge the Contractor for such training, to include the wages and transportation costs for training staff.

Section 5.23 **Classification and Case Management.** The Contractor shall provide intake orientation and release services in accordance with the Operating Standards. Contractor shall provide classification services in accordance with applicable Department policy. Contractor may not make any change in an Offender's custody level, but may recommend custody level change to the Department for approval. It is reasonable to expect that each private facility will prepare those offenders that will discharge for 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 – including, but not limited to, 43A O.S. § 1-109, the Health Insurance Portability and Accountability Act (HIPAA) and regulations, 42 CFR Part 2 (Confidentiality of Substance Use Disorder Patient Records). Upon request, all records, reports, and documents will be made available immediately to the Contract Monitor for review. Due to inmate field files and other Department records in Facility possession often containing information, or references to information, that is confidential under state and federal law, all requests for Department records made by parties other than the Department shall be denied, and the party should be referred to the Department’s General Counsel. Furthermore, Facility shall immediately notify Department’s General Counsel upon its receipt of a court order or subpoena requiring production of Department records, in order to allow Department to seek protection from the subpoena, if necessary. Upon termination of confinement at the Facility, the Contractor will forward a complete copy of the inmate’s records, including the inmate’s institutional field file, to the Department.
- B. The Contractor will ensure a case manager/counselor maintains individual 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, and date placed in restrictive housing. The Contractor will submit a monthly report by the 5th day of the month to the Contract Monitor, which will include a narrative of facility highlights, reportable incidents, and other significant issues.

Section 5.25 **Offender Activity.** A minimum of eighty percent (80%) of eligible 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 habilitative 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.
- 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, 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 A-1.
- B. Academic and vocational training programs must be initiated upon the Services Commencement Date, maintained continuously and certified by the appropriate accrediting agency within 12 months of the services commencement date of this Contract. Academic and vocational training programs must be designed to enhance employment opportunities for the 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.

- D. Section 5.30 **Offender Trust Fund.** The Facility will maintain an offender trust fund in accordance with applicable Department policy. All offender earnings, including those from an approved PIE program, 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 according to 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 based on offender activity as defined in Section 5.25, excluding PIE program participants. Funds for institutional workers and program participant's pay shall be included in the per diem. Funds for correctional industry workers pay shall come from revenue generated by those programs.

Section 5.32 **Indigent Offenders.** 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. 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.

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. The Contractor will comply with the Department policy with the exception that all denied offender requests for health leave will be submitted after the facility head review to the medical Contract Monitor.

Section 5.39 **Systems of Incarceration.** The Contractor shall participate in and abide by the Department's OP-060107 Systems of Incarceration policy with exceptions as agreed to between the parties and described in Appendix F.

Section 5.40 **Sexual Abuse.** The Contractor shall adopt and apply all ACA, DOC, and P.R.E.A. standards related to the Prison Rape Elimination Act (P.R.E.A.) of 2003. The Contractor shall maintain compliance with the P.R.E.A. standards and undergo P.R.E.A. Audits every three years as required by P.R.E.A. Standard 115.93.

ARTICLE 6

CONTRACTOR'S EMPLOYEES

Section 6.1 **Independent Contractor Status.** The Contractor is associated with the State only for the purposes and to the extent set forth in this Contract and, the Contractor is and shall be an independent contractor and, subject to the terms of this Contract, shall have the sole right to manage, control, operate and direct the performance of its duties under this Contract. The Contractor's agents, employees and sub-contractors shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefit afforded to the employees of the State as a result of this Contract. The Contractor and their agents and employees shall not be considered agents or employees of the State, nor shall agents or employees of the State be considered agents or employees of the Contractor. It shall be the Contractor's responsibility to ensure that it complies with all Internal Revenue Service regulations so as to qualify for Independent Contractor status.

Section 6.2 **Personnel.**

A. The Contractor shall provide qualified personnel to deliver twenty-four hour care and supervision to incarcerated individuals, as well as administrative, treatment, and support service personnel for the overall operation of the Facility according to its staffing pattern hereto approved by the Department and set out in Appendix E hereto. No reduction of the staffing pattern shall be permitted that may materially affect the services provided by the facility as contracted or which affects the per diem rate. The approved Facility Staffing Plan levels must be continuously maintained through the use of full-time, part-time, over-time or contract labor. It is understood that the Department will be notified of any correction officer series position that is not filled within 45 days by a full time employee (FTE) or Contract Employee and informed of the Facility's plan to insure that services associated with the position in question are supplied. If a replacement employee associated with a vacant position is not hired within forty-five (45) days from the date the position becomes vacant, then penalties equal to the salary and benefits for that position may be withheld from the monthly revenue payment from the forty-sixth

day of vacancy until the date that the position is filled. Overtime of other staff may not be utilized to fill the vacancy for longer than forty-five days. It is understood that the Department will be notified of any other position that is not filled within sixty (60) days by a full time employee (FTE) or Contract Employee and informed of the Facility's plan to insure that services associated with the position in question are supplied. If a replacement employee associated with a vacant position is not hired within the timeframes above from the date the position becomes vacant, then penalties equal to the salary and benefits for that position may be withheld from the monthly revenue payment from the sixty-first day of vacancy until the date that the position is filled. Overtime of other staff may not be utilized to fill the vacancy for longer than sixty days. For purposes of this section, positions are considered filled when an incumbent begins Pre-Service training or Orientation, whichever occurs first. It is understood that the approved Staffing Plan as set out in Appendix E is based upon the Facility census of 2,626 offenders. If ADP of less than 2,626 offenders exists for 30 days or more then the Contractor may submit an amended staffing plan for State approval. As agreed between the parties, when the Facility average daily population falls below 2,400 the DOC will suspend enforcement of this section of the Contract until the Facility population is at or above 2,400 offenders for a period of 60 days. During any periods of suspension the Contractor will increase personnel vacancy reporting to weekly from monthly. The Contractor must adhere to Appendix E. If the vacancy rate for any month falls below 80%, the Contractor will be assessed penalties accordingly.

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

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

C. Part-time employees may be used that are fully trained and licensed, however, the use of temporary part-time staff in security supervisory positions is forbidden for more than 60 days.

D. The Contractor will submit a policy consistent with the Department's gender specific employment practices for the Department's approval.

Section 6.3 **Employee Qualifications.** Contractor's employment positions shall have the same minimum qualifications or requirements as in comparable Office of Personnel Management positions for the Department. The Contractor shall submit a report monthly to the Contract Monitor that certifies that all personnel employed by the Facility comply with this section of the Contract and that all new personnel have a complete background investigation in accordance with Section 6.2. Before appointment, the Contractor will

submit to the Department the qualifications of senior level management personnel for certification of qualifications. Such certification shall not be unreasonably withheld. This includes the warden, deputy/assistant wardens and all direct reports to these positions.

Section 6.4 **Training.** The Contractor shall provide orientation and in-service training programs for all employees in accordance with the Operating Standards. Contractor shall administer a training curriculum which complies with ACA Standards and State Statutes. Contractor shall provide documentation to the Contract Monitor of all employee training on a monthly basis. The Contract Monitor shall be permitted to review training curricula and other training related records and to audit training classes at any time. Firearms training will be in accordance with state law.

Section 6.5 **Employee Records.** The Contractor shall maintain a personnel file for each employee that contains records of the background investigation, dates of employment, training, performance appraisals conducted at least annually, disciplinary actions, accommodations, licensure and certificates for professional employees, and related records. Personnel files shall be accessible to the Department upon request. The Contractor shall notify the Department of employee disciplinary actions arising from security concerns, conduct implicating moral issues or conduct involving interacting with offenders and in cases where staff are terminated or resign during or in lieu of an investigation. Privacy and confidential rights will be strictly followed as allowed by law.

ARTICLE 7 COMPENSATION AND ADJUSTMENTS

Section 7.1 **Management Payment.**

- A. As services are rendered and amounts become billable, the Department will pay a per diem of \$50.18 for medium security beds and \$56.88 for protective custody beds at the Lawton Correctional and Rehabilitation Facility.

- B. The Contractor shall submit an invoice in arrears on or before the fifth day of each month following the month for which the invoice is submitted. Payment shall be made within thirty days of receipt of invoice by the State. The maximum amount paid for the contract year will not exceed \$49,250,000 (unless the per diem rates are adjusted pursuant to the terms of Section 7.2., below), excluding additional contracted services. The State will not pay for any unused beds.
- C. The per diem payments herein shall be adjusted as legislative funding is made available.

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

For the one (1) year contract period ending June 30, 2024, the Contractor may receive an increase in the current per diems only if the Department, in its absolute discretion, agrees to such increase

Section 7.3 **Invoicing.**

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

Section 7.4 **Invoice Disputes.**

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

Section 7.5 **Additional or Change of Services.** The parties recognize that each has entered into this Contract setting forth the correctional services as agreed as of the effective date of this Contract. Therefore, should a) the Department increase or decrease the Correctional Services required, or b) the Contractor desires to reduce the services it is to provide, or c) if changes in the Operating Standards necessitate change in the scope of services furnished hereunder, either party may request a change in the per diem rate. The party desiring such change shall provide reasonable notice, in writing, and documentation supporting the requested compensation adjustment to the other party. Once notified, the receiving party shall advise whether or not it agrees to the adjustment. If the parties cannot agree within thirty days of such notice, no adjustment will be made and the original per diem rate will remain in effect and the scope of the contract will likewise remain as originally contracted, however, the parties may continue their negotiation.

Section 7.6 Intentionally Omitted.

Section 7.7 **Taxes.** Contractor shall be responsible to pay all local, state and federal taxes, or payments in lieu of taxes with respect to the operation of the Facility.

Section 7.8 **Utilities.** Contractor shall pay all utility charges and costs.

ARTICLE 8

INSURANCE AND INDEMNIFICATION

Section 8.1 Indemnification.

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

1. Any and all claims arising from the provisions of this Contract, including, without limitation, any and all claims arising from:
 - a. any breach or default on the part of the Contractor in the performance of the Agreement;
 - b. any claims or losses for services rendered by the Contractor, by any person or firm performing or supplying services, materials or supplies in connection with the performance of the Contract
 - c. any claims or losses to any person, including offenders, injured or property damaged from the acts or omissions of the Contractor, its officers, agents, or employees in the performance of this Agreement by the Contractor;
 - d. any claims or losses by any person or firm injured or damaged by the Contractor, its trustees, officers, agents, or employees by the publication, translation, reproduction, delivery, performance, use or disposition of any data processed under the Agreement in a manner not authorized by the Agreement, or by federal, state, county, or town regulations or statutes;
 - e. any failure by the Contractor, its officers, agent, or employees to observe the Constitution or laws of the United States, and the State of Oklahoma; and
2. All costs, reasonable attorney's fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon.
3. Indemnification shall not be applicable to any claim, injury, death, or damage to property arising out of any act or omission on the part of the state, its officials, agents, servants, or independent contractors (other than the Contractor) who are directly responsible to the State.
4. In case any action or proceeding is brought against the State by reason of any indemnified claim, the Contractor, upon notice from the state, shall defend against

such action with permission by the Attorney General's Office by counsel selected by the Contractor satisfactory to the state. Said counsel will not enter into any settlement contract with respect to any claim which may affect the State's operation or budget without first obtaining approval of the State.

5. The parties may cooperate in defending claims filed against any of them jointly provided no conflict of interest exists and the possibility of joint liability is alleged. The settlement of any claim shall require the written consent of the State, Department, or Board of Corrections, as the case may be, which consent shall not be unreasonably withheld. No such settlement shall be effective without such consent.
 6. In defending the State, its officials, agents, and employees, the Contractor shall advise and consult with the DOC General Counsel's Office and with the Oklahoma Attorney General's Office which may, in its discretion, enter any legal proceeding on behalf of the State, its officials, agents, or employees.
 7. Indemnification by the Contractor shall not preclude an indemnified party from receiving the benefits of any insurance the Contractor may carry that provides indemnification for any loss, liability, or expense related to the Contracts.
 8. The parties may cooperate in defending claims filed against any of them jointly provided no conflict of interest exists and the possibility of joint liability is alleged. The settlement of any claim shall require the written consent of the State, the Department, or the Board of Corrections, as the case may be, which consent shall not be unreasonably withheld. No such settlement shall be effective without such consent.
- B. The right to indemnification will be in addition to, and not in lieu of, any remedy otherwise available to the State, the Board of Corrections, and the Department. Any indemnification obligation is not diminished or limited in any way by the total limits of insurance required to be held by the Contractor. Indemnification of the State, Department, or Board shall not be construed to deny the State, the Board, or the Department of any of the benefits of any law that limits exposure to liability or damages

and the State, the Board, and the Department do not waive any immunity otherwise extended by law by becoming a named insured or loss payee.

- C. In the event that the State, Board, or Department is not fully indemnified as required, in addition to any other remedies available to the State, Board, and Department by law or this Contract, the State, Board, or Department may set off against any monies owed or accrued to the Contractor an amount of equal to any liability amount not indemnified by the Contractor or the state can otherwise claim the same as damages.
- D. By entering into the Contract, neither the State nor the Contractor waives any immunity defenses, which may be extended to them by operation of law, including limitations on the amount of damages which may be awarded or paid.
- E. Regarding individual 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 any offender to the Contractor. The Contractor agrees to cooperate with the State in the defense of these suits and to provide its own reasonable legal assistance. The State will defend any postconviction action or appeals, including habeas corpus actions challenging the judgment and sentence imposed.
- F. Without waiving any defense or immunity, and subject to the Oklahoma Governmental Tort Claims Act, the State of Oklahoma agrees to bear all expenses, fines, judgments, and costs, which may arise from any acts or omissions of its officials or employees in connection with this Agreement.

Section 8.2 **Insurance.** The Contractor shall continuously maintain and pay for such insurance as will protect the Contractor, the State, the Department, the Board and their officers, agents and employees from:

- A. All claims, including death and claims based on violations of civil rights, arising from the services performed under the Contract.

B. Actions by a third party against the Contractor as a result of this Contract.

Section 8.3 **Types of Insurance.** Prior to the Contract Execution Date, the Contractor shall provide insurance policies and endorsements, in a form and for terms satisfactory to the State, evidencing occurrence based insurance coverage of the following types, for the following purposes and in the following amounts:

- A. Workmen's compensation insurance or self-funded coverage approved by the State Worker's Compensation Board with coverage limit of \$1,000,000 for each accident or disease per employee, with a \$5,000,000 annual aggregate.
- B. Comprehensive General Liability, Civil Rights Violation Liability, and Medical Malpractice/Professional Liability Coverage in an amount not less than \$1,000,000 for each occurrence with an annual aggregate \$2,000,000 with a total umbrella liability of \$5,000,000. Coverage must include civil rights violations, which will include all claims brought by any persons based in whole or in part on any alleged violation of the United States or Oklahoma Constitutions, statutes, or regulations, including but not limited to, suits brought pursuant to 42 U.S.C. §1983. Coverage shall include medical and professional liability for employed nurses, doctors, attorneys, counselors, psychologists and/or social workers with a \$1,000,000 per occurrence with a \$1,000,000 professional aggregate. Coverage shall also include unlimited defense coverage, including attorney fees and costs, in addition to the limits of liability. Professionals working under contract to Contractor shall carry insurance providing the same coverage and in like amounts, if they are not covered by Contractor's policy. A products/completed operations coverage with an annual aggregate of \$1,000,000.
- C. Automobile and other vehicle liability insurance in an amount not less than \$1,000,000 per accident or occurrence.
- D. Business interruption insurance in the amount of \$7,000,000 as agreed by the parties.

- E. Fire, with Uniform Standard Extended Coverage, Endorsement, including damage, destruction hazard insurance, vandalism and malicious mischief, and riot and insurrection insurance in a coverage amount equal to the replacement value of the Facility.

Section 8.4 **Insurance Services.**

- A. All insurance policies required under this Contract must name the State as an additional insured or loss payee and entitled to all notices under the policies.

- B. All policies and certificates of insurance shall contain the following provision:

“The coverage provided shall not be canceled, reduced, or allowed to lapse unless and until the State has received at least ten days written notice.”

- C. At least thirty days before each policy anniversary date, the Contractor shall provide the Department with renewal information and any changes in coverage.

ARTICLE 9 CONTRACT COMPLIANCE

Section 9.1 **Contract Monitor.**

- A. The Contractor shall be responsible for providing office space and equipment/furnishings for the Contract Monitor in close proximity to other administrative offices and reasonably comparable. The Contract Monitor’s office door shall have a lock, which is not master keyed, and the office shall be provided with desks, chairs, and access to telephones and telephone/fax/computer lines. Contractor will not be responsible for any non-business telephone costs.

- B. The Contract Monitor, in the performance of his duties, shall have access at all times, with or without notice, to offenders and staff, to all areas of the Facility and to inspect all documents and records relating to the Contract and the Contractor's performance including employee qualifications or the requirement of training, disciplinary records relating to serious/reportable incidents and security breaches and reports kept by the Contractor concerning the repair, maintenance and operation of the Facility. The Contractor shall permit the Contract Monitor and authorized representatives to make and remove copies of records. The Contractor shall obtain written waivers from its employees permitting the Contract Monitor to review employee qualifications and disciplinary records. Any such inspection or removal shall be in strict compliance with privacy rights and shall be kept confidential as allowed by law.
1. The Contract Monitor may attend/review offender hearings pertaining to the Facility. The Contract Monitor may attend staff meetings upon approval of the Facility head or designee. The Contractor shall submit the monthly report to the Contract Monitor by the date specified.
 2. The Contractor agrees that it is essential that the Contract Monitor have access to the Facility in order to ensure compliance with the Contract.
 3. Other Department employees and State officials shall have access to the Facility and records 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 Private Prisons Administration office or Compliance Monitoring unit will not exceed \$12,000 per year.
- C. To supplement the review and audit done by the Contract Monitor(s), separate Medical Monitor(s) engaged by the State shall monitor the Contractor's performance of the medical requirements of this Agreement. Such monitoring shall occur on a schedule determined by the Medical Monitor(s). The Medical Monitor(s) shall have access to all Contractor records, employees, offenders, and facilities. The Medical Monitor(s) shall be provided space to review records and to meet with medical staff when the Medical

Monitor(s) desires to have such accessibility, including, but not limited to, each time there is a serious medical incident, death or emergency.

- D. The Contractor shall promptly cure any deficiency regarding medical care of an individual offender reported by the Medical Monitor(s). The contractor shall cure any medical systems deficiencies as recommended by the Medical Monitor(s) in accordance with Section 10.2 of the Contract.

ARTICLE 10 BREACH AND REMEDIES

Section 10.1 **State Non-Performance.**

- A. Each of the following shall constitute a non-performance of the Contract on the part of the State:
1. Failure by the State to make payments to the Contractor under this Contract within 45 days after receipt of invoice by the State, except for such payments as may be the subject of a valid dispute between the parties and said dispute is being actively negotiated or attempted to be resolved.
 2. The persistent or repeated failure or refusal by the State to substantially fulfill any of its other obligations under this Contract, unless justified by Force Majeure or unless excused by Contractor's default.
- B. In the event of a non-performance by the State, the Contractor shall notify the State in writing within thirty days after Contractor becomes aware of the non-performance. Said notice shall contain a description of the non-performance. The State shall be afforded a forty-five day period in which to effect a cure or in which to take reasonable steps to effect a cure unless a longer period is mutually agreed to by the parties; provided, however, that if the alleged non-performance concerns the State's failure to make

payment under this Contract, the State shall have 15 days after the notice to effect a cure unless the payment is the subject of a dispute between the parties. The only remedy allowed for failure to make a payment is interest accruing from the date of invoice receipt at a rate allowed by statute.

- C. Failure by the Contractor to provide the written notice described in subsection (B) shall operate as an absolute waiver by the Contractor of the State's non-performance.
- D. With the exception of the provisions contained herein, in no event shall any non-performance on the part of the State excuse the Contractor from full performance under this Contract.
- E. In the event of non-performance by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate Oklahoma jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described in this Section operates as a waiver of the State's non-performance except for non-payment.
- F. Failure by the Contractor to file a claim before the appropriate forum in Oklahoma with jurisdiction to hear such claim within one year of the notice described in subsection (A) shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.
- G. In the event the State fails to make any payment due under this Contract within the cure period specified herein and the amount not paid exceeds one hundred thousand dollars, the Contractor may initiate legal action, mediation or terminate the Contract upon 45 days prior written notice to the department provided, however, Contractor may terminate this Contract only upon the State's failure to pay an amount which is not in dispute.

Section 10.2 **Contractor Non-Performance.**

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

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

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

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

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

- A. In the event of a non-performance by Contractor of a type described in Appendix C, the State may withhold as liquidated damages the amounts designated in Appendix C from any amounts owed Contractor. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a non-performance by the Contractor designated in Appendix C as said amounts are likely to be uncertain and not easily proven. The Contractor hereby represents and covenants that it has carefully reviewed the liquidated damages contained in Appendix C and agrees that said amounts are the liquidated damages resulting from negotiation between the parties, represent a reasonable relationship between the amount and what might reasonably be expected in the event of non-performance, and are a reasonable estimate of the damages that would occur from a non-performance.
- B. The State shall notify the Contractor in writing of the non-performance and the amounts to be withheld as liquidated damages. In instances involving errant discharges of inmates, the ODOC will, prior to issuing a formal notice of liquidated damages, communicate the circumstances of the errant discharge to GEO and permit GEO to present, and DOC to consider any mitigating circumstances within a reasonable timeframe.
- C. Liquidated damages shall be assessed for each day the non-performance remains uncured, subject to the provisions of Sections 10.3 & 10.4.

- D. It is hereby agreed between the parties that the liquidated damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include:
1. any injury or damage sustained by a third party and Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision contained in Article 8 or otherwise; and
 2. any damage sustained to the Facility or property located therein as a result of the Contractor's non-performance wherein the state has exercised its option to purchase.
- E. The State may continue to withhold the liquidated damages or a portion thereof until the Contractor cures the non-performance or until the State terminates the Contract.
- F. The State is not obligated to assess liquidated damages before availing itself of any other remedy.
- G. The State may choose to suspend imposition of liquidated damages and avail itself of any other remedy available under this Contract or at law or in equity.

Section 10.4 **Termination for Cause.**

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

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

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

The payment of money by the State under any provisions hereto is contingent upon the availability of funds appropriated annually in sufficient amounts for contractual services to pay for correctional services pursuant to this Contract. In the event funds appropriated by the Legislature for contractual services become insufficient or unavailable, the State shall have the right to terminate this Contract without penalty on the date funds are no longer available. The State shall notify the Contractor of the possibility of termination due to insufficient or unavailability of funds at the earliest possible time. The State shall do all things lawfully within its power to obtain and maintain funding for this Contract during its term. In the event money is authorized and available for housing 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.

Section 10.6 Damage or Destruction.

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

Section 10.7 Waiver.

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

Section 10.8 Mediation.

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

Section 10.9 Holdover.

The parties agree that in the event of insufficiency or unavailability of funds pursuant to Section 10.5, a termination or breach resulting in a reduction of the number of beds utilized by the Department, the Contractor shall, upon notice, have the right to contract for the use of those beds available to any other appropriate entity. Any delay in removing Oklahoma offenders pursuant to a termination or breach, and in the event reliance on said removal

date was made in the contracting of those beds to another entity at a higher rate, the state shall be obligated to pay the higher amount duly contracted in good faith until the Oklahoma 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 records shall be maintained for a period of five years.

Section 11.2 **Non-Discrimination.**

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

Section 11.3 **Binding Nature.**

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

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

Section 11.4 **Invalidity and Severability.**

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

Section 11.5 **Services Commencement Date.**

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

Section 11.6 **Terminology and Definitions.**

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

Section 11.7 **Interpretation and Venue.**

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

Section 11.8 **Release.**

The Contractor, upon final payment of the amount due under this Contract, releases the State, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The parties agree not to purport to bind the other to any obligation not assumed herein unless said party has express written authority to do so, and then only within the strict limits of this authority.

Section 11.9 **Amendment.**

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

Section 11.10 **Scope of Agreement.**

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

Section 11.11 **Subcontracting and Assignment.**

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

Section 11.12 **No Third Party Beneficiary.**

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

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

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

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

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

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

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

Section 11.14 **Notices.**

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

Oklahoma:	Jeff Spaulding, Business Manager	205 W.
7 th , Suite 103	Stillwater, OK 74074	
	Phone: 405-377-6750	
	Fax: 405-377-3754	
	Email: jeff.spaulding@doc.ok.gov	

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

Chief Administrator, Health Services
Oklahoma Department of Corrections
3300 N. Martin Luther King Ave.
Oklahoma City, OK 73111
405-425-2911

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

Vendor:

The GEO Group, Inc.
Amber Martin, Vice President
621 N.W. 53rd Street, Suite 700
Boca Raton, FL 33487
561-893-0101
Fax 561-999-7736

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the 1st day of July, ~~2018~~ 2023.

State of Oklahoma

The GEO Group, Inc.

Signature on file

Signature on file

Steven Harpe, Director
Department of Corrections

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

Approved as to Form:

Signature on file

Kari Hawkins, General Counsel
Department of Corrections

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

Approved

Signature on file

John Suter, Director
Office of Management & Enterprise
Services, State of Oklahoma

Approved

Signature on file

Jon Dutton
Assistant Attorney General
Oklahoma Attorney General's Office

APPENDICES

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**APPENDIX A
DEPARTMENT & DIVISION POLICIES AND DIRECTIVES
APPLICABLE TO CONTRACTOR**

- OP-020307 “Sex and Violent Crime Offender Registration”
- OP-030101 “Unit Management Overview and Major Objectives” except for staffing requirements of I.B. 3-5.
- OP-030102 “Inmate Housing”
- OP-030103 “Inmate Job and Program Assignments”
- OP-030106 “Recreation Activity Programs”
- OP-030112 “Religious Services”
- OP-030115 “Access to Courts/Law Libraries”
- OP-030116 “Inmate Libraries”
- OP-030117 “Correspondence, Publications, and Audio/Video Media Guidelines”
- OP-030118 “Visitation”
- OP-030119 “Inmate Telephone Privileges”
- OP-030120 “Inmate Property”
- OP-030122 “Inmate Authority Over Other Inmates”
- OP-030134 “Chemical Abuse Testing”
- OP-030401 “Private Prison Monitoring Requirements”
- OP-030501 “Personal Hygiene and Appearance Code”
- OP-030601 “Oklahoma Prison Rape Elimination Act (P.R.E.A.)”
- OP-031001 “Inmate Escorted Leave/Activities”
- OP-040101 “Facility Security Standards”
- OP-040104 “Inspection of Security Devices and Equipment”
- OP-040105 “Key and Lock Control Standards”
- OP-040107 “Tool Control Standards”
- OP-040109 “Control of Contraband and Physical Evidence”
- OP-040110 “Search and Seizure Standards”
- OP-040111 “Transportation of Inmates”
- OP-040114 “Security of Offenders in Non-Prison Hospitals”
- OP-040115 “Inmate/Offender Identification and Crime Alert Bulletin”
- OP-040117 “Investigations”
- OP-040119 “Intelligence”
- OP-040203 “Restrictive/Extended Restrictive Housing”
- OP-040204 “Special Management Units”
- OP-040401 “Transportation of Inmates by Central Transportation Unit (CTU)”
- OP-050103 “Escape Notification Procedures”
- OP-050108 “Use of Force Standards and Reportable Incidents”
- OP-050112 “Procedures in the Event of a Protest”
- OP-050401 “Active Shooter”
- OP-050601 “Unmanned Vehicles”
- OP-052001 “Emergency Procedures for Private Prisons”
- OP-060101 “Overview of Case Management”
- OP-060102M “Male Initial Custody Assessment Procedures”
- OP-060103M “Male Custody Assessment Procedures”;

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

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

APPENDIX A-1 VOCATIONAL PROGRAM STANDARDS

1. INSTRUCTIONAL PLANNING AND ORGANIZATION

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

2. INSTRUCTIONAL MATERIALS UTILIZATION

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

3. QUALIFIED INSTRUCTIONAL PERSONNEL

All instructors will have an adequate general education along with recent work experience that will enable them to relate their instruction to business or industrial methodology. All vocational instructors must meet or exceed state licensing requirements of the accrediting agency and will hold a current Oklahoma teacher's certificate, if applicable. In addition to these minimum requirements, all vocational instructors will continuously strive to upgrade their skills and knowledge by meeting recertification requirements and attending professional improvement meetings.

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

4. ENROLLMENT AND STUDENT/TEACHER RATIO

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

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

5. EQUIPMENT AND SUPPLIES

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

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

6. INSTRUCTIONAL FACILITIES

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

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

7. SAFETY TRAINING AND PRACTICES

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

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

8. PROGRAM ADVISORY COMMITTEE AND COMMUNITY RELATIONS

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

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

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

EDUCATIONAL PROGRAM STANDARDS

1. INSTRUCTIONAL PLANNING AND ORGANIZATION

- At a minimum, academic instruction in reading, math and language arts will be provided, at all levels of instruction.
- The academic program will be designed to meet the needs of students in literacy (0-5th grade levels), 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 7 and 8 will be utilized for pre-testing and documentation of learning gains and performance results.

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

5. EQUIPMENT AND SUPPLIES

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

6. INSTRUCTION FACILITIES

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

7. SAFETY FEATURES AND PRACTICES

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

APPENDIX B HEALTH SERVICES

Responsibility for Medical, Mental Health and Dental Services

A. Introduction: The Contractor will provide medical, dental, and mental health care services delivered by licensed health care staff overseen by a health administrator in accordance with the Oklahoma Department of Corrections' procedures, the medical Operating Standards and this contract. Contractor shall follow all Department medical policy with the following exceptions:

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

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

Definitions:

1. Acute condition: An acute (immediate or severe) episode of illness or the treatment of injuries related to an accident, trauma, or other impairment or during recovery from surgery.
2. Emergency care: The medical or surgical care necessary to treat the sudden onset of a potentially life or limb threatening condition or symptom. To qualify as a medical emergency the care must begin within 12 hours after onset. Heart attacks, strokes,

poisoning, loss of consciousness or respiration, and convulsions are examples of medical emergencies.

- a. 3. Chronic care: A pattern of care that focuses on long-term care of 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 GEO staffing patterns provided GEO agrees to comply with DOC Health Services procedures and implements a quality assurance process, including doctor to doctor communication, that addresses self-monitoring, continuity of care and quality issues and in turn communicates this information, given certain confidentiality requirements, to the DOC Medical/Mental Health Services Division. For the purpose of this Contract regarding medical issues, correspondence with the Chief Medical Officer of the facility or GEO, the facility head and the Director of Region III will constitute official notice pursuant to the Contract requiring immediate action.

**APPENDIX C
LIQUIDATED DAMAGES**

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

V x B x \$25.00 when

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

Laundry and Offender Clothing, Telecommunications, Supplies/Perishables, and Recreation	2	3	1	1	3
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LAWTON CORRECTIONAL FACILITY

LAWTON, OKLAHOMA

2626-BED STAFFING PLAN

Executive Office

	Days	Non Shift	Shift1	Shift 2	Shift 3	Relief	FTE
Facility Administrator	5	1.00				1.00	1.00
Executive Secretary	5	1.00				1.00	1.00
Executive Assistant	5	1.00				1.00	1.00
Executive Staff Sub-Total		3.00	0.00	0.00	0.00		3.00

Business/Support

	Days	Non Shift	Shift1	Shift 2	Shift 3	Relief	FTE
Asst. Facility Administrator - Finance	5	1.00				1.00	1.00
MIS Manager	5	1.00				1.00	1.00
MIS Asst Manager	5		1.00			1.00	1.00
Assistant Business Manager	5	1.00				1.00	1.00
HR Manager	5	1.00				1.00	1.00
Bookkeeper	5		1.00			1.00	1.00
Payroll Clerk	5		2.00			1.00	2.00
HR Specialist	5		2.00			1.00	2.00
Accounting Clerk	5		2.00			1.00	2.00
Inmate Property Officer	5		2.00			1.00	2.00
Mail Room Supervisor	5	1.00				1.00	1.00
Mail Room Clerk	5		4.00			1.00	4.00
Receptionist	5		1.00	1.00		1.00	2.00
Commissary Manager (Outsourced)	5	1.00					1.00
Commissary Clerk (Outsourced)	5	1.00					1.00
Business Office Sub-Total		7.00	15.00	1.00	0.00		23.00

Maintenance

	Days	Non Shift	Shift1	Shift 2	Shift 3	Relief	FTE
Facility Maintenance Manager	5		1.00			1.00	1.00
Maintenance Technician	5		4.00	2.00		1.00	6.00
Asst Maintenance Supervisor	5		1.00			1.00	1.00
Maintenance Sub-Total		0.00	6.00	2.00	0.00		8.00

Food Service

	Days	Non Shift	Shift1	Shift 2	Shift 3	Relief	FTE
Food Service Manager	5	1.00				1.00	1.00
Production Manager	7		1.00			1.00	1.00
Food Service Supervisor	7		4.00	3.00		1.60	11.20
Food Service Clerk	5	1.00				1.00	1.00
Food Service Sub-Total		2.00	5.00	3.00	0.00		14.20

Programs

155

	Days	Non Shift	Shift1	Shift 2	Shift 3	Relief	FTE
AFA Programs	5	1.00				1.00	1.00
Chaplain	5	2.00				1.00	2.00
Classification Sup. (3, 4, 5, 6, & Seg)	5	1.00				1.00	1.00
Classification Sup. (1,2, 7 [PC] & 8)	5	1.00				1.00	1.00
Classification Counselors Increase by 1	5	24.00				1.00	24.00
Case Manager - Protective Custody	5	1.00				1.00	1.00
Librarian	5	0.05				1.00	0.05
Library/Program Clerk	5	4.00				1.00	4.00
Library Clerk-PC	5	1.00				1.00	1.00
Programs Director	5	1.00				1.00	1.00
Inmate Records Supervisor	5	1.00				1.00	1.00
Assistant Inmate Records Supervisor	5	2.00				1.00	2.00
Inmate Records Clerk	5	6.00				1.00	6.00
Recreation Specialist	5	1.00				1.00	1.00
Education-Instructor, Academic	5		6.00	2.00		1.00	8.00
Education-Instructor, Academic-PC	5	1.00				1.00	1.00
Vocation-Instructor	5	4.00				1.00	4.00
Vocation-Instructor, Life Skills	5	5.00				1.00	5.00
Vocation-Instructor, Life Skills-PC	5	1.00				1.00	1.00
Cognitive Program-Instructor, Life Skills	5	6.00				1.00	6.00
Cognitive Program-Clerk	5	1.00				1.00	1.00
Data Entry Clerk	5	1.00				1.00	1.00
Programs Sub-Total		65.05	6.00	2.00	0.00		73.05

Medical

	Days	Non Shift	Shift1	Shift 2	Shift 3	Relief	FTE
Health Services Administrator	5	1.00				1.00	1.00
Physician	5	1.00				1.00	1.00
Nurse Practitioner	5	2.00				1.00	2.00
Director of Nursing	5	1.00				1.00	1.00
Pharmacy Technician	5	1.00				1.00	1.00
LPN Chronic Care	5	1.00				1.00	1.00
LPN - QA	5	1.00				1.00	1.00
Registered Nurse	7		1.00	1.00		2.50	5.00
Licensed Practical Nurse	7		2.00	2.00		2.50	10.00
CMA	5		1.00	1.00		2.50	5.00
Medical Records Clerk - Mental Health	5	1.00				1.00	1.00
Medical Records Clerk	5	3.00				1.00	3.00
Dental Hygienist	5	1.00				1.00	1.00
Dental Assistant	5	2.00				1.00	2.00
Psychologist	5	1.00				1.00	1.00
Psychiatrist	5	1.00				1.00	1.00
Licensed Professional Counselor	5	1.00				1.00	1.00
Mental Health Specialist	5	2.00				1.00	2.00
Lab Technician	5	1.00				1.00	1.00
Contract Staff							
Dentist	60	hours per week					1.50
Optometrist	8	hours per week					0.20
X-Ray Technician	20	hours per week					0.50
Health Services Sub-Total		21.00	4.00	4.00	0.00		43.20

Security Supervisors

Days	Non Shift	Shift1	Shift 2	Shift 3	Relief	FTE
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AFA Security	5	1.00				1.00	156
Chief of Security	5	1.00				1.00	1.00
Captain (Housing 1, 2, 7 [PC] & 8)	5	1.00				1.00	1.00
Captain (Housing 3, 4, 5, 6, & Seg)	5	1.00				1.00	1.00
ACA Coordinator/Quality Control	5	1.00				1.00	1.00
Grievance and Appeals Officer (Lt)	5	1.00				1.00	1.00
Risk Manager	5	1.00				1.00	1.00
Shift Supervisor (GP) (LT)	7		1.00	1.00	1.00	1.67	5.00
Shift Supervisor (PC) (LT)	7	1.00				1.00	1.00
Segregation 2 Supervisor (LT)	5	2.00				1.00	2.00
Training Director	5	1.00				1.00	1.00
Assistant Training Director	5	1.00				1.00	1.00
Assistant Shift Supervisor (Sgt)	7		4.00	4.00	3.00	1.64	18.00
Disciplinary Hearing Officer (Sgt)	5	1.00				1.00	1.00
Segregation Supervisor (Sgt)	5	1.00				1.00	1.00
Armory/Key Control Officer (Sgt)	5	1.00				1.00	1.00
K-9 Supervisor (Sgt)	5	1.00				1.00	1.00
Gang Intelligence (Lt.)	5	2.00				1.00	2.00
Unit Managers	5	5.00				1.00	5.00
Security/Operations Clerk	5	3.00				1.00	3.00
Unit Clerk-PC	5	1.00				1.00	1.00
Rec/Discharge/Transport Coordinator	5		1.00			1.00	1.00

Security Admin Sub-Total		27.00	6.00	5.00	4.00		51.00
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Correctional Officers

157

	Days	Non Shift	Shift1	Shift 2	Shift 3	Relief	FTE
Central Control	7		2.00	2.00	1.00	1.60	8.00
Warehouse/Supply	5	1.00				1.00	1.00
Housing 1 Control	7		1.00	1.00	1.00	1.60	4.80
Housing 1 Officer	7		2.00	2.00	2.00	1.60	9.60
Housing 2 Control	7		1.00	1.00	1.00	1.60	4.80
Housing 2 Officers	7		2.00	2.00	2.00	1.60	9.60
Housing 3 Control	7		1.00	1.00	1.00	1.60	4.80
Housing 3 Officers	7		2.00	2.00	2.00	1.60	9.60
Housing 4 Control (C-Pod Seg 50 beds)	7		1.00	1.00	1.00	1.60	4.80
Housing 4 Officers	7		4.00	4.00	4.00	1.60	19.20
Housing 5 Control	7		1.00	1.00	1.00	1.60	4.80
Housing 5 Officers (C-Pod Seg 50 beds)	7		4.00	4.00	4.00	1.60	19.20
Housing 6 Control	7		1.00	1.00	1.00	1.60	4.80
Housing 6 Officers	7		2.00	2.00	2.00	1.60	9.60
Housing 7 Control	7		1.00	1.00	1.00	1.60	4.80
Housing 7 Officers (PC)	7		5.00	4.00	4.00	1.60	20.80
Housing 8 Control	7		1.00	1.00	1.00	1.60	4.80
Housing 8 Officers	7		2.00	2.00	2.00	1.60	9.60
Health Services	7		2.00	2.00	2.00	1.60	9.60
Intake/Release	5	1.00				1.00	1.00
Perimeter	7		2.00	2.00	2.00	1.60	9.60
Programs	5	1.00				1.00	1.00
Outside Yard Squad	5	2.00				1.00	2.00
Inside Yard Squad	5	1.00				1.00	1.00
Food Service Security	7		1.00	1.00		1.60	3.20
Intake Support Hallway Security	7		1.00	1.00		1.60	3.20
Paint Squad	5	1.00				1.00	1.00
Recreation	5		6.00	6.00		1.60	19.20
Segregation	7		3.00	3.00	3.00	1.60	14.40
Segregation 2 Control	7		1.00	1.00	1.00	1.60	4.80
Segregation 2 Officer	7		3.00	3.00	2.00	1.60	12.80
Segregation 2 Recreation / Escort	7	2.00				1.00	2.00
Laundry	5	2.00				1.60	3.20
Vehicle Sally Port	5	1.00				1.20	1.20
Transport/Visitation	7	10.00				1.60	16.00
Utility/Escort	7		5.00	5.00	3.00	1.60	20.80
Utility/Escort - House 2	7		1.00	1.00	1.00	1.60	4.80
Disciplinary Investigations Officer	5	2.00				1.00	2.00
Industry	5	1.00				1.00	1.00
Property/Hobby Craft	5	4.00				1.00	4.00
Law Library	5	2.00				1.00	2.00
Count Room	5	1.00				1.20	1.20
K-9 Officer	5	1.00				1.00	1.00
Forward Control	7		1.00	1.00	1.00	1.60	4.80
Correctional Officer Sub-Total		33.00	59.00	58.00	46.00		301.40

SUMMARY - CONTRACTED

	Non Shift	Shift1	Shift 2	Shift 3	Relief	FTE
Executive Staff	3.00	0.00	0.00			3.00
Business/Support	7.00	15.00	1.00			23.00
Maintenance	0.00	6.00	2.00			8.00
Food Service	2.00	5.00	3.00			14.20
Programs	65.05	6.00	2.00			73.05
Medical	21.00	4.00	4.00			43.20
Security Supervisors	27.00	6.00	5.00	4.00		51.00
Correctional Officers	33.00	59.00	58.00	46.00		301.40

Total Staff	158.05	101.00	75.00	50.00	0.00	516.85 ¹⁵⁸
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SUMMARY - ABOVE & BEYOND (CoC)

	Non Shift	Shift1	Shift 2	Shift 3	Relief	FTE
CoC Data Entry Clerk	1.00	0.00	0.00	0.00		1.00
Transition Case Manager	2.00	0.00	0.00	0.00		2.00
Substance Abuse Counselor	2.00	0.00	0.00	0.00		2.00
Vocational Instructor	1.00	0.00	0.00	0.00		1.00

Total Staff	6.00	0.00	0.00	0.00		6.00
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SUMMARY - AUTHORIZED

	Non Shift	Shift1	Shift 2	Shift 3	Relief	FTE
Executive Staff	3.00	0.00	0.00	0.00		3.00
Business/Support	5.00	14.00	1.00	0.00		23.00
Maintenance	0.00	6.00	2.00	0.00		8.00
Food Service	1.00	0.00	0.00	0.00		14.20
Programs	60.05	6.00	2.00	0.00		79.05
Medical	21.00	4.00	4.00	0.00		43.20
Security Supervisors	25.00	6.00	5.00	4.00		51.00
Correctional Officers	30.00	54.00	53.00	42.00		301.40

Total Staff	164.05	101.00	75.00	50.00		522.85
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APPENDIX F

Exceptions to OP-060107 “Systems of Incarceration”

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

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

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

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

APPENDIX G
Offender Work/Programs
Full Time Equivalents

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

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

APPENDIX H

Business Associate Agreement

Definitions

Catch-all definition:

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

Specific definitions:

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

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

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

Obligations and Activities of Business Associate

Business Associate agrees to:

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

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

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

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

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

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

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

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

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

Permitted Uses and Disclosures by Business Associate

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

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

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

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

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

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

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

Term and Termination

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

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

(c) Obligations of Business Associate Upon Termination.

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

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

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






Private Prison - GeoGroup - Lawton

Final Audit Report

2023-06-26

Created:	2023-06-26
By:	Randy Pogue (RANDY.POGUE@DOC.OK.GOV)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAd1FpJ-7Q3RX70xJN2PpSytMgVEkDJ4iZ

"Private Prison - GeoGroup - Lawton" History

-  Document created by Randy Pogue (RANDY.POGUE@DOC.OK.GOV)
2023-06-26 - 1:17:00 PM GMT- IP address: 165.225.216.97
-  Document emailed to amartin@geogroup.com for signature
2023-06-26 - 1:19:06 PM GMT
-  Email viewed by amartin@geogroup.com
2023-06-26 - 1:39:46 PM GMT- IP address: 206.204.40.20
-  Signer amartin@geogroup.com entered name at signing as Amber D Martin
2023-06-26 - 3:47:35 PM GMT- IP address: 66.194.109.198
-  Document e-signed by Amber D Martin (amartin@geogroup.com)
Signature Date: 2023-06-26 - 3:47:37 PM GMT - Time Source: server- IP address: 66.194.109.198
-  Agreement completed.
2023-06-26 - 3:47:37 PM GMT



FY 2024

FIXED RATE SERVICE CONTRACT BETWEEN THE OKLAHOMA DEPARTMENT OF CORRECTIONS AND BRIDGEWAY, INC., AT THE BRIDGEWAY HALFWAY HOUSE

This Contract is entered into under the provisions of 74 O.S. 2001, Section 85.7 (A) 11, by and between the Oklahoma Department of Corrections (ODOC), hereinafter referred to as "ODOC," and Bridgeway, Inc., hereinafter referred to as Contractor.

WITNESSETH

Whereas, the service(s) and/or treatment(s) set forth in this contract have been established as fixed and uniform rate services pursuant to the provisions of 74 O.S. 2001 § 85.7(A)11 requirements of the Oklahoma Central Purchasing Act and the Oklahoma Department of Central Services (DCS) criteria and guidelines.

Whereas, the Contractor has the ability and expertise in providing the fixed rate services(s) set forth in this contract and is willing to provide such services under the terms and conditions contained herein.

Now, therefore, in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

SECTION 1 - CONTRACT PERIOD

This contract will be in effect from the July 1, 2023, through June 30, 2024, the end of the fiscal year for the state of Oklahoma, and shall automatically renew for up to four (4) additional one (1) year periods. Either party may provide written notice of its intent not to renew thirty (30) days prior to the end of the current term or renewal term.

SECTION 2 - DEFINITIONS

ACA - The American Correctional Association.

ACA Standards - The Standards for Adult Community Residential Services published by the American Correctional Association. (Fourth Edition, and as the standards may be modified, amended, or supplemented in the future).

Agreement/Contract – This document, and its Appendices, the Memorandum of Understanding (MOU), 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.

Board – means the Oklahoma Board of Corrections (BOC).

Contract Monitor – The employee or employees of the Oklahoma Department of Corrections (ODOC) designated to monitor operation of the facility for contract compliance and to coordinate actions and communications between the Department, and the Contractor.

Contractor - The private prison company awarded the Contract that manages and operates the Facility, as described in the Contract, Bridgeway, Inc. the Bridgeway Halfway House.

Correctional Services – Those services set forth in this Contract.

Court Orders – 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 inmates at the facility.

Department –The Oklahoma Department of Corrections (ODOC).

Director – The Director of the Oklahoma Department of Corrections.

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

Facility –Bridgeway Halfway House located in Ponca City, Oklahoma, a fully equipped and furnished community custody adult facility operated by the Contractor, including housing units, administrative offices and all other structures and improvements of whatever kind, including but not limited to all support buildings, roads, fences, and utility systems.

Fiscal Year –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 – The failure to perform any of the terms and conditions of this Contract resulting from acts of God.

Indigent Inmate – Inmate is considered indigent as defined in OP-120230.

Medical Monitor – The employee or employees of the Oklahoma Department of Corrections (ODOC) designated to monitor the operation of the facility for medical requirements and

coordinate actions and communications between the Department's medical staff/unit and the contractor.

Community Security – A security level that offers a moderate degree of physical restraint and detection as defined by ODOC policy.

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

Inmate Day – Each day on which an inmate is housed at the Facility, including the first, but not the last day of incarceration as determined by the midnight (12:00 a.m.) count of each day.

Inmate & Community Offender Network (ICON) - The new ODOC computerized system for maintaining inmate records.

Offender Management System (OMS) –The ODOC computerized system for maintaining inmate records.

Inmate Welfare Fund – A special fund created for the benefit and general welfare of the inmates at the Facility.

Operating Standards – 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 Appendices A through I, or made applicable to the Contractor at a later date by written notice from ODOC, and the Operational Plan as approved by the Department. If two (2) or more Standards are in conflict, the more stringent shall apply, as determined in the sole discretion of ODOC. If any provision of this Contract is more stringent than an applicable Standard(s), as determined in the sole discretion of ODOC, the Contract provision shall govern.

Operational Plan – 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 – The entity that owns the Facility.

Payment – The total Inmate Per Diem Rate costs for the Correctional Services Contract.

Per Diem Rate – The charge per inmate, per Inmate Day for ODOC inmates pursuant to this agreement.

State – The State of Oklahoma, the Oklahoma Board of Corrections (OBC) or the Oklahoma Department of Corrections, its authorized agents and employees. These terms may be used interchangeably.

SECTION 3 - STATEMENT OF WORK

The contractor will provide the services(s) enumerated below and will perform said services(s) in a manner that is consistent with sound practices and in accordance with the performance/outcome measures as stated in ODOC OP-030402, “Community Corrections Residential Contracts”, 040117, “Investigations, 0580108 “Use of Force Standards and Reportable Incidents and 090110, “Work Release”.

3.1 Services/Treatment

- A. Contractor agrees to provide employment assistance services to inmates who are unemployed.
- B. Contractor agrees to provide substance abuse aftercare services. (AA/NA)
- C. Contractor agrees to provide cognitive programs to assist with inmate reentry plans. (Thinking For a Change; Anger Management; Cognitive Behavioral Interventions (CBI); Victims Impact; etc.)

3.2 Records/Reporting

Contractor agrees to submit reports as outlined in ODOC OP- 030402, “Community Corrections Residential Contracts” as required and any other reports as outlined in Section 3.20 of this contract.

The Contractor agrees that records of the Contractor relevant to this contract are subject to inspection, examination and copying by ODOC, its designee, the Office of the Oklahoma State Auditor and Inspector, and the Oklahoma Department of Central Services, State Purchasing Director. Further, the Contractor shall fully cooperate with ODOC during inspection and examination.

The Contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of three (3) years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the three (3) year period, the records are required to be maintained for seven (7) 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.

3.3 - Operations

Contractor agrees to house the ODOC inmates assigned under this contract in the facility located at 620 W. Grand Avenue, Ponca City, OK 74601 (if Contractor has more than one (1) facility, individual contracts or addendums specifying location of each additional facility and any other additions not contained herein will be required). If Contractor leases the current space, contractor is required to have a lease for not less than five (5) years and must be renewed six (6) months prior to the new fiscal year contract.

3.4

Contractor shall notify ODOC of any inmate residing at the named facility who is non-ODOC. Contractor shall not utilize ODOC inmates to service any other contracts i.e., maintenance, kitchen.

3.5

Contractor shall maintain facilities in such condition so as to comply with all applicable local and state fire code requirements, health codes, zoning requirements and Life Safety Codes. Copies of each inspection conducted according to applicable local and state fire code requirements, health codes and zoning requirements shall be provided to the Contract Monitor within ten (10) days of occurrence with a plan of corrective action to address deficiencies attached.

3.6

Contractor shall provide any additional services as ODOC may reasonably require which are necessary to maintain the health and safety of the ODOC inmate(s) serviced under this contract.

3.7

The general operations of the Contractor shall be overseen by the designated host facility and contract monitor, to include review of classification documents, disciplinary actions, attendance of staff meetings, review of Department Operations Policy changes, review of both incoming and outgoing transfer requests and changes in an ODOC inmate's status. The services of the Contractor shall be performed under the general administration of the Chief Administrator, Division of Community Corrections/Contract Services, ODOC. The Contractor will be audited a minimum of once per year to ensure the conditions and services are being adequately provided. The ODOC retains the right to audit on other occasions as necessary to resolve questions and/or problems that may arise.

3.8

Contractor shall operate the facility in accordance with this contract and the Operating Standards applicable to the Contractor's facilities under the terms of this contract. Contractor shall comply with Prison Rape Elimination Act (PREA) standards. (http://ojp.gov/programs/pdfs/prea_final_rule.pdf) as well as operating standards and requirements of OP-030601 entitled Oklahoma Prison Rape Elimination Act as applicable to ODOC.

3.9 Accreditation

Contractors are required to be in compliance with American Correctional Association Accreditation for Standards (ACAAS) for Adult Community Residential Services, Fifth Edition and/or Commission on Accreditation for Rehabilitation Facilities (CARF). If the Facility is not ACA accredited, the Contractor will use the current edition of the ACA Standards for Adult Community Residential Services as a guide in developing the Operations Manual. Contractors who provide residential treatment must be certified by the Department of Mental Health and Substance Abuse Services. Failure to comply may result in termination of this contract.

3.10 Sanitation/Hygiene/Accommodations (OP - 030501 Personal Hygiene and Appearance and Inspection)

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.

3.11 Laundry

Contractor shall provide ODOC inmate's access to laundry facilities, which may be coin operated or use card readers. The Contractor shall ensure indigent inmates, and trustees are afforded laundry services and hygiene items at no charge. The facility shall ensure clothing is suitable for job searches, and off facility activity. The Contractor shall ensure that all inmates are provided toilet paper, proper wash cloths and towels, proper bedding to include sheets, pillow, pillowcase, and adequate blankets.

3.11.1 Vending Machines

Contractor may provide vending machines for soft drinks, snacks, etc. At no time will the Contractor receive more than 30% above the actual cost of each item.

3.11.2

Inmates will not be charged for any services unless specifically listed in this contract or the Contractor has written approval from the ODOC Contract Monitor.

3.12 Telecommunications

Contractor shall provide telecommunications access to inmates and shall ensure the telephones are equipped with Teletypewriter (TTY) equipment. However, in no event shall inmates or the recipients of their calls be required to pay more than inmates assigned to ODOC assigned facilities. Contractor shall not require inmates to make collect calls unless the call is outside the local calling area. Inmates may have possession of a phone card, not to exceed fifty (50) dollars. Any inmate that is returned to higher security shall have the card secured with the property that is to be sent home. Telephone services shall be available from 8 a.m. to 9 p.m. and other times to assist in employment searches or as deemed necessary. Contractor may require use of calling cards; however, Contractor shall not restrict the use of calling cards received from outside sources.

3.13 Food Service

The Contractor shall provide food service for all inmates in compliance with Operating Standards. At a minimum, the food service operation shall provide a meal schedule, special diets meeting medical or religious requirements, and three meals served at regular times during each twenty four (24) hour period with no more than fourteen (14) hours between the evening meal and breakfast. All menus and recipes must be approved by a licensed dietician. Contractor shall provide meals for inmates who work non-traditional hours and those returning from programs, church services or any other activity conducted during mealtime. Contractor shall report all inmates who refuse medical diets to the host facility and Correctional Health Services Administrator (CHSA). Contractors who house more than 100 inmates shall have at a minimum one (1) paid staff on site at all times when the kitchen is open to act as supervisor during the preparations and/or serving of meals, use of kitchen equipment and clean up. Knives and sharp instruments will be maintained according to ODOC OP- 040107, "Tool Control Standards." Prior to assigning anyone to work in the kitchen, Contractor shall ensure inmates receive a complete orientation and approval from medical, per ODOC OP070203, "Food Service Management" and have on file the "Food Service Work Permission Slip", per OP-140106 "Health Care Record System". Contractor will develop training curriculum for inmate food service workers, to be conducted and documented monthly and as new workers are assigned. Training will address, at a minimum, safe use of equipment, sanitation, personal hygiene and proper food storage procedures.

3.14 Inmate Property

Contractor shall provide for maintenance of ODOC inmate property in accordance with the ODOC OP-030120, "Inmate Property." All property will be in accordance with the property matrix. ODOC inmate property lost or damaged when in control of the Contractor will remain the sole responsibility of the Contractor. ODOC inmates shall use the grievance process to seek reimbursement for any lost or damaged property. Contractor shall ensure that in the event the inmate is transferred to an ODOC facility, only the property in accordance with ODOC OP-030120, "Inmate Property" shall be packed and returned with the inmate.

3.15 Grievance and Misconduct Procedure

Contractor shall afford inmates access to reasonable, impartial and non-discriminatory grievance and misconduct procedures addressed in the ODOC OP-060125, "Disciplinary Procedures" and 090124, "Inmate Grievance Process," including a final level of appeal as provided in this section. Disciplinary actions that affect sentence length or loss of credits must be approved by the Contract Monitor. Inmates who will remain at the facility after disciplinary action shall not be restricted to the center for more than five (5) calendar days pending an override from the contract monitor. Prior to participating in either the grievance process or the misconduct process, staff shall be trained in both areas and documentation provided to the contract monitor and host facility. Staff shall be trained on an annual basis and documentation provided to the host facility. All training

will be requested and coordinated through the host facility. Only the ODOC forms will be used for the grievance and misconduct process.

3.15.1

It is the responsibility of the Contractor to respond in a timely manner to inmates' grievances per ODOC OP-090124, "Inmate/Offender Grievance Process" and appeals on matters occurring during the inmate's incarceration in the facility with exception to the following, in accordance with Department Operations Policy: sentence administration, medical, medication, dental, mental health issues and classification to lower or higher security status; all of which shall be forwarded to the host facility. Inmates who will remain at the facility after disciplinary action shall not be restricted to the center for more than five (5) calendar days pending an override from the contract monitor. Contractor shall notify the host facility and contract monitor daily by memorandum or e-mail with a list of inmates who are restricted to the center and reason for restriction, no later than 10 a.m. Monday through Friday.

3.15.2

Complete, accurate, detailed reports of the disciplinary actions against inmates are to be provided to the host facility within three (3) working days of the date the action is finalized or the sanctions administered. Contractor shall have completed the misconduct within seven (7) working days of the incident. Administration of the disciplinary sanction which affects time calculation or sentence length shall be in accordance with ODOC OP-060125, "Disciplinary Procedures".

3.15.3

Classification actions resulting from inappropriate placement or disciplinary action to higher security shall be prepared by the Contractor, in accordance with ODOC OP-060101 "Overview of Case Management, OP-060103(M) "Male Custody Assessment Procedures, OP-060203 "Adjustment Review" and 060204 "Inmate Transfers" and forwarded to ODOC along with the disciplinary action in Section 3.15.2.

3.15.4

Contractor shall maintain records on and respond to all, Requests to Staff from inmates within ten (10) working days in accordance with ODOC OP-090124, "Inmate/Offender Grievance Process". The inmate request shall be entered on ODOC OP-090124, Attachment F, which shall reflect the inmate's name, ODOC number, date the Request to Staff was submitted, the date of response, and category code. Records will be available for review by the ODOC Contract Monitor. Records will be maintained for one year from response date.

3.16 Security and Control

The Contractor shall provide adequate security with respect to the inmates in accordance with the Department Operating Standards. Contractor shall provide security and control in accordance with the Operating Policy OP-404101 "Facility Security Standards".

- A. Contractor shall have qualified and trained paid employees on the facility premises to provide 24 hour supervision, seven (7) days a week. There shall be at a minimum one employee for each sixty (60) inmates on the facility premises at all times (excluding transport officers) to meet all contractual requirements, as well as to ensure facility control, security and inmate safety. Staffing patterns and a current list of all employees and positions will be made available upon request to the ODOC Contract Monitor. The Contractor shall notify ODOC within seventy-two (72) hours of a change of the Facility Administrator/Chief Operating Officer.
- B. Count Process: The Contractor shall conduct counts as required by the Department Operating Policy OP-404101 "Facility Security Standards". Violation of this section will be considered an event of default and will require immediate corrective action.

3.16.1

Contractor shall conduct at a minimum, a monthly work site inspection on each inmate and document such inspections in a permanent log. Appropriate safeguards shall be established to enable the Contractor to monitor the whereabouts of each inmate. The Contractor will verify and document that the inmate is at the work site (place of employment) for inmates working their scheduled hours at one permanent location. However, for those employed inmates who are on a transient work crew, moving to multiple work sites during their scheduled work shift; the inmate shall provide sufficient contact information for the employer to allow the Contractor to verify that the inmate is on the work crew. The Contractor shall establish and utilize a mandatory individual sign in/sign out procedure, which shall include the following:

- A. The date and time the inmate leaves the facility and returns to the facility
- B. The inmate's destination, including the name, address, and telephone number
- C. An authorized signature by a facility staff member

Violation of this section will be considered an event of default and will require immediate corrective action.

3.16.2

A minimum of one (1) annual Level 3 facility search of the contract facility will be conducted in accordance with ODOC OP-053001, "Community Corrections Emergency Plans for Riots, Disturbances, Utility Failures, and Major Disasters". The host facility may conduct additional searches and will ensure the only areas that are searched are those that house ODOC inmates. Contractor may request the ODOC to assist in any search that the facility initiates.

3.17 Use of Force/Walkaways/Escapes and Notifications

Per Departmental Operations Policy 030402, "Community Corrections Residential Contracts", upon verification of a reportable incident, the Contractor will immediately notify by telephone of all reportable incidents and submit the e-mail notification to the assigned Halfway House Contract Monitor. Contractor will provide notifications and applicable reports will be submitted in accordance with Department Operating Policy 050108 "Use of Force and Reportable Incidents". Violation of this section will be considered an event of default and will require immediate corrective action.

3.18 Visitation

Contractor shall provide physical space, furniture, equipment and supervision for visitation, including attorney visitation, in accordance with the ODOC OP- 030118, "Visitation." Contractor shall be responsible for all background checks for visitation purposes. The Contractor shall notify all parties, per the above policy, of all visitors being denied visitation.

3.19 Classification and Case Management

Contractor will provide one (1) case manager for every sixty-five (65) inmates.

3.19.1

Within seven (7) working days of arrival at the facility, inmates shall complete orientation and be screened for GPS per ODOC OP-061001, "Global Position Satellite Surveillance Program". Inmates who meet the criteria shall be allowed to look for employment and a packet shall be submitted for consideration. Contractor will maintain and submit a monthly report, listing GPS packets submitted to ODOC for review and approval/denial.

3.19.2

Contractor shall provide reentry services to assist inmates in developing a reentry plan, to include obtaining employment and housing for release. Also, if applicable, shall ensure inmates apply for reinstatement of Social Security income benefits at least sixty (60) calendar days prior to discharge; and assist in other pre-release preparatory activities, to include providing guidance, community referrals, and budgeting preparations. Contractor will ensure inmates have an official Oklahoma State Identification, resume and undergo a mock interview panel before release in accordance with House Bill 1679 "Sarah Stitt Act". Contractor shall maintain individual chronological files or "case notes", which shall include at a minimum; individual case plans, assessments, budgeting, release preparation, pertinent information on the inmate, detailed reports on specific progress, or lack of progress, toward reentry, trustee or work assignment, evaluations, classification actions, earned credit level, parole board summaries, escorted leaves, program participation and any other significant events. Case management services will be available as needed, to inmates during non-conventional work hours to include two (2) nights a week until 8 p.m.

3.19.3

Contractor shall be responsible for all entries required by policy to be posted on OMS (Offender Management System) or ICON (Inmate & Community Offender Network).

3.19.4

Contractor shall provide procedures to maintain all inmate information in strict confidence and shall not release such information pertinent to a presently, or previously assigned inmate, in accordance with Department Operations Policy. One exception being that a ODOC employee with proper identification shall have access to the facility and inmate records at all times, in accordance with ODOC OP-060212, "Maintenance and Access of Inmate Records".

3.19.5

Contractor shall be responsible for the costs of ODOC required forms. This does not preclude a Contractor from duplicating non-copy-righted (non-NCR) type forms.

3.20

Contractor shall provide all transportation and supervision, in accordance with ODOC OP-040111, "Transportation", to all inmates scheduled to appear at the monthly parole board meeting; or Contractor shall ensure inmates appear for parole board meetings via video conference at the specified date and time; transportation for employment, emergency leaves, medical appointments, to and from the host facility and all other approved activities. If the destination point for transported inmates exceeds seventy-five (75) miles one way, the Contractor shall be paid an additional \$15 per hour, per employee required for transport, and the current approved State mileage reimbursements rate for all miles over seventy five (75) per transport. Separate billings must be submitted for the travel charges under this section. If the Contractor charges for more than one employee per trip, the billing must adequately describe the reason more than one employee was necessary. Any other types of transports in which reimbursement may be requested, to include inmate records and property, shall require approval of the host facility.

3.21 Transit Detention Unit/County Jail Contract Placement

Inmates who meet the criteria per ODOC OP-040206, "Transit Detention Units" (TDU), "Placement of an inmate in a transit detention unit (TDU) will be due to the threat posed by the inmate to the security of the facility, self or others. Inmates placed in transit detention units may be placed on pending investigation, pre-hearing detention, or transit detention status pending transfer to higher security."

Contractor shall follow and maintain all paperwork, in accordance with ODOC OP-040206, "Transit Detention Units" and Contractor shall ensure that all case management duties are performed. Contractor shall ensure that disciplinary actions are in accordance with Department Operating Policy 060125, "Disciplinary Procedures" and forward all classification actions to the host facility, per Section 3.15.3 of this contract. Contractor shall notify the host facility, host medical unit, and

the Contract Monitor of transfers to the Transit Detention Unit/County Jail during normal business hours or by 9 a.m. the following working day for count purposes. Transit Detention Units/County Jails shall not be used for protective measures, safe cell or disciplinary unit (DU) time.

3.22 Drug Testing

The Contractor shall at a minimum drug test 25% of the population monthly and ensure these entries are completed and posted on OMS or ICON. Any test that indicates a positive result will have a confirmation test done. All Contractors who are approved to award achievement credits for their substance abuse program shall ensure inmates are tested according to ODOC OP-030134, "Chemical Abuse Testing," and ensure the results are posted on OMS or ICON.

3.23 Recreation

The Contractor shall provide equipment and supplies for indoor and outdoor recreational activities for ODOC inmates on grounds, or through use of cooperative agreements, in accordance with ODOC OP-030106, "Recreation Activity Programs"

3.24 Inmate Files

At the time inmates are referred to the Contractor's facilities, all inmate records required by ODOC OP-060212, "Maintenance and Access of Inmate/Offender Records" shall be available to the Contractor's facility staff within reasonable time of the inmate's arrival to the Contractor's facility. Pursuant to the provisions of the Governmental Tort Claims Act, the ODOC will be responsible for any foreseeable damages to the Contractor resulting from the failure of the ODOC to deliver the required inmate records to the Contractor, in the time required by ODOC OP-060212.

3.25 Training

The Contractor shall provide orientation and in-service training programs for all employees in accordance with the Contractor's Operating Standards. Contractor shall administer a training curriculum which complies with ACA Standards, State Statutes and ODOC Policy. This training will include PREA and Suicide Prevention. Contractor shall provide documentation to the Contract Monitor of all employees 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 any time.

ODOC will provide training to Contractor employees regarding the handling and processing of inmate grievances and disciplinary appeals, as agreed between the parties. ODOC may charge the Contractor for the costs of training, including the costs of transportation and ODOC employee wages to conduct the training.

The Contractor and appropriate staff shall attend and participate in scheduled meetings and training sessions with ODOC in order to maximize contract performance. This training will include

inmate Disciplinary and Grievance process. The Contractor shall ensure each shift is staffed with a person trained in CPR and emergency first aid and Intra-System Transfer Health Screenings. Contractor shall maintain training records, which shall be reviewed as necessary by the ODOC Contract Monitor.

All Contractor employees who provide case management services shall, at the expense of the Contractor, attend ODOC case management training and all relevant training scheduled by ODOC.

3.26

Contractor staff will require Tuberculosis (TB) testing prior to employment and thereafter on an annual basis. This is the responsibility of the contractor.

3.27

Contractor will allow ODOC representatives to inspect the premises of any establishment where services are provided without notice, and allow access to employees, inmates, and inmate records for the purposes of evaluating the service(s) provided under this contract. ODOC representatives will be allowed to visit inmates in their living areas (sleeping area; dayroom; dining area; recreation area; work locations; etc.) at any time without an escort from contract employees.

3.28

All employees and agents of the Contractor who perform work under this contract must comply in the same manner as an employee of the ODOC with ODOC OP- 110215, "Rules Concerning the Individual Conduct of Employees", Section(s) I(A), II(E and I), and VII (A-C).

3.29 ODOC Contract Monitor

Contract facilities shall provide adequate working areas for staff of ODOC on an as needed basis.

The ODOC Contract Monitor in the performance of his or her duties, upon arrival shall have access at all times, to all areas of the facility, with or without notice to inmates and staff; be allowed to inspect all documents and records relating to the contract and the Contractor's performance, including employee qualifications or the requirement of training, disciplinary records relating to serious incidents and security breaches; and reports kept by the Contractor concerning the repair, maintenance, and operation of the facility. The Contractor shall permit the ODOC Contract Monitor and authorized representatives to make and remove copies of records. The Contractor shall obtain written waivers from its employees permitting the ODOC 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.

The ODOC Contract Monitor may attend or review inmate disciplinary and parole hearings pertaining to the facility. The ODOC Contract Monitor may attend staff meetings upon approval of the facility head or designee.

Other ODOC employees and State officials as necessary for contract compliance audits and assistance to the Contractor shall have access to the facility and records upon notice and when it is necessary to the performance of their duties. Inmate records/files will be available 24 hours a day.

Contract Monitor will audit the facility annually and any other time as deemed necessary, to maintain contract compliance.

Contractor will review all monthly reports for compliance and data gathering for accuracy by the administrator prior to submission to the Contract Monitor.

3.30 Inmate Draws

Inmate are issued debit cards and will keep them in a secured location.

Inmates will not be in possession of cash. Any lost/stolen debit cards are the responsibility of the inmate who will report their cards as lost/stolen to the business office via an "Inmate Request" form in accordance with ODOC OP-030101, Section III, D. Contractor will forward requests to ODOC Trust Fund via email at trustfund@doc.ok.gov.

SECTION 4 - MEDICAL RESPONSIBILITIES

Inmates shall receive health care as per ODOC OP-140121 "Outside Providers for Health Care Management" through ODOC host medical facilities or approved ODOC facility.

ODOC health service providers may include certain community clinics with which ODOC has established a contract or memorandum of understanding to provide medical care for ODOC patients, or medical or mental health providers which are enrolled in the ODOC network of providers. Community providers may be utilized on a pre-approved, case by case basis.

Pre-approval will be required for community providers prior to the scheduled appointment. Pre-approval will be obtained by submitting a "Health Care Leave Request Form" to ODOC in accordance with OP-140121, "Outside Providers for Health Care Management". This does not apply to scheduled chronic clinic appointments required twice yearly for inmates with chronic illness as defined in Department Operating Policy OP-140137 "Chronic Illness management".

In the event emergency medical care is necessary, the Contractor must notify the ODOC Contract Monitor and ODOC Medical at trsaccounting@doc.ok.gov within 24-hours of the emergency; otherwise the cost of emergency services will be the responsibility of the Contractor.

In no case will health care services be denied to any inmate based on prior care by a non-ODOC medical provider.

Inmates will understand and sign the “Rules for Health Care Leave and Medication for Inmates Assigned to Community Corrections” form (ODOC 140121C).

Inmates who choose to seek services available through private insurance, Veterans benefits, and Tribal benefits complete an “Affidavit of Financial Responsibility for Medical, Mental Health, Dental and/or Vision Care” form (ODOC 140121D) and “Authorization for Release of Protected Health Information” form (ODOC 140108A) and provide records of each encounter on the “Record of Treatment by Community Health Care Provider” form (ODOC 140121E). For inmates that have private insurance, the Contractor shall submit the name, ODOC number, provider name and date of service to the medical unit at trsaccounting@doc.ok.gov prior to being seen by a private physician. Inmates who are eligible for health care benefits outside ODOC shall be taught and encouraged to seek outside medical, dental and vision care with the assistance of case management staff. In accordance with ODOC OP-140121, , inmates must get prior approval from case management staff to make appointments and complete form ODOC OP-140111B. In addition, any medications must be reported in writing and logged at the time of return to the facility.

ODOC will pay for medical or mental health emergencies provided by non-ODOC health services, within the following guidelines. For the purpose of this contract, the parties state that the intent of the agreement is that the decision to declare a condition a medical, mental health or dental emergency should be as outlined in OP-140121. In an emergency situation, the Contractor shall have the ability to first contact 911, and then the contractor shall contact the designated on-call personnel and provide a full, detailed report of the inmate’s medical condition. At that time the on-call personnel will give the contractor direction regarding the appropriate medical treatment of the inmate. The contractor shall notify the host facility or contracted provider and medical services at trsaccounting@doc.ok.gov immediately after the emergency and provide a written report by end of business the next working day. If the inmate is admitted to the hospital, contractor will also provide the hospital room number and password, if applicable. Use of emergency room services is subject to Utilization Review by the ODOC Utilization Review Committee (URC). Any corrective actions recommended by the Utilization Review Committee shall be mandatory.

A medical emergency shall be defined as the medical or surgical care necessary to treat the sudden onset of a potentially life or limb threatening condition or symptom.

A dental emergency shall be defined as acute problems in the mouth exhibiting symptoms of pain, swelling, bleeding and/or elevation of temperature.

A mental health emergency shall be defined as an inmate exhibiting behavior due to mental illness that poses an immediate threat to themselves, or others.

Financial responsibility for all medical, mental health and dental care will be the responsibility of the ODOC, unless the inmate with other health care benefits chooses to obtain care through their benefit plan as per Department Operation Policies OP-140121 "Outside Providers for Health Care Management and OP-031001 "Inmate Escorted Leave/Activities". The financial responsibility may fall upon the Contractor if the mandatory notification procedures are not followed.

Contractor is responsible for transporting inmates to medical appointments as outlined in Section 3.20 of the contract.

A medical waiver will be obtained for all ODOC scheduled appointments waived by the inmate per ODOC OP-140117 "Access to Health Care". The waiver will be obtained and sent to the host facility within the same working day as the waived appointment.

The medical host unit will be responsible for conducting quarterly site visits to insure that medications, sharps and syringes are being stored and counted appropriately.

The following reports will be provided to the medical host facility by the 5th day of each month.

- A. Report of all emergency room transports and hospital admissions
- B. Report of all medical appointments and medical transports.
- C. Report of all uses of the emergency/back-up pharmacy.

SECTION 5 CONTRACTOR'S EMPLOYEES

5.1 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, and 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.

5.2 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 ODOC. Within thirty (30) days of execution of this contract the Contractor will provide a Facility Staffing Plan to ODOC for review and final approval. 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 Department may allow the Contractor to modify the approved Facility Staffing Plan in the event of population fluctuations and/or changes to the operational plan of the Facility. The Contractor will submit any modifications of the current approved plan to the ODOC for review and approval in advance of such changes being implemented. 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 Client Monitor series position that is not filled within ninety (90) days by a full time employee (FTE) or Contract Employee and informed of the Facility's plan to insure that services associated with the position in question are supplied. If a replacement employee associated with a vacant position is not hired within ninety (90) 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 ninety-first (91st) 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 ninety (90) days. It is understood that the Department will be notified of any other position that is not filled within 120 days by a full time employee (FTE) or Contract Employee and informed of the Facility's plan to ensure that services associated with the position in question are supplied. If a replacement employee associated with a vacant position is not hired within 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 121st 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 120 days. For purposes of this section, positions are considered filled when an incumbent begins Pre-Service training or Orientation, whichever occurs first. The Contractor must adhere to Appendix F. If the vacancy rate for any month falls below 80% the Contractor will be assessed penalties accordingly.
- B. On conditional employment at the Facility, all applicants shall be subjected to a thorough background check, in conformance with applicable laws. The background checks shall also be conducted on any subcontractor's or subcontractor's employee before that employee commences work at the facility who is allowed unescorted access within the secured perimeter of the facility. Employees permitted to use firearms shall comply with 57 O.S. 561.
 - C. Part-time employees may be used that are fully trained and licensed, however, the use of temporary part-time staff in security supervisory positions is forbidden for more than 60 days.
 - D. The Contractor will submit a policy consistent with the Department's gender specific employment practices for the ODOC's approval.

5.3 Employee Qualifications

Contractor's employment positions shall have the same minimum qualifications or requirements as in comparable Office of Personnel Management positions for the ODOC. The Contractor shall submit a report monthly to the Contract Monitor that certifies that all personnel employed by the Facility comply with this section of the Contract and that all new personnel have a complete background investigation in accordance with Section 5.2. Before appointment, the Contractor will submit to ODOC the qualifications of senior level management personnel for certification of qualifications. Such certification shall not be unreasonably withheld. This includes the Facility Administrator, Assistant Facility Administrator, Operations Supervisor and Case Management Supervisor.

5.4 Training

The Contractor shall provide orientation and in service training programs for all employees in accordance with the ODOC OP-100101 "Training and Staff Development". The Contractor shall administer a training curriculum which complies with ACA Standards and State Statutes. Contractor shall provide documentation to the Contract Monitor of all employee training on a monthly basis. The Contract Monitor shall be permitted to review training curricula and other training related records and to audit training classes at any time.

5.5 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 ODOC upon request. The Contractor shall notify ODOC of employee disciplinary actions arising from security concerns, conduct implicating moral issues or conduct involving interacting with inmates and in cases where staff resigns during or in lieu of an investigation. Privacy and confidential rights will be strictly followed.

SECTION 6 -CONTRACT COMPLIANCE

Contractor shall be audited in accordance with ODOC OP-030402, "Community Corrections Residential Contracts"

Contractor shall be responsible for ensuring successful performance and compliance with the terms and conditions set forth in this contract. Throughout the term of the contract, ODOC, in accordance with statutory requirements (74 O.S. § 85.4E and 85.41B), will carry out certain activities to ensure the Contractor's adherence to the scope of work and compliance with the terms and conditions. The following monitoring plan has been developed to identify the planned monitoring activities that will be completed and the ODOC individual that will be responsible for

completing these activities. The individual(s) identified by ODOC to carry out this function shall be called the Contract Monitor.

Invoice Review and Approval - The Contract Monitor will conduct a review of each invoice submitted by the Contractor to ensure the receipt of the services and accurate billing of the quantity and pricing in accordance with the terms of the contract.

Renewals and Modifications - The Contract Monitor will exercise renewal options and initiate modifications to the contract, as necessary, following the proper procurement process.

Performance Evaluation - The Contract Monitor will complete a performance evaluation form, as required by the Central Purchasing Act, to document the Contractor's satisfactory or unsatisfactory performance during the contract period. If the Contract Monitor determines the Contractor's performance to be unsatisfactory, the Contract Monitor will also complete a Department of Central Services Vendor Complaint Form and provide details of the performance issues and all attempts to resolve these issues with the Contractor.

Review and Approval of Required Reports and Deliverables - Contractor will review all monthly reports for compliance and data gathering for accuracy by the administrator prior to submission to the Contract Monitor. The Contract Monitor will work with the Contractor to ensure that contractually required reports/deliverables are submitted to ODOC within the required time period. The reports/deliverables must contain all of the information that is required by the contract language. The Contractor will notify the Contract Monitor in writing of all formal discrepancies and action imposed. Contractually required reports/deliverables are listed below:

- A. Description of Report/Deliverable Required by Due Date.
- B. End of the Month Reports due to Contract Monitor by the 5th of the following month or as directed. Contract Monitor will review reports and submit to the Division of Community Corrections.
- C. All incident reports and Misconducts sent to Contract Monitor Daily.

Site Visits – The Contract Monitor will conduct site visits in order to provide a review of various components of a contractor's performance to measure their progress towards successful completion of the scope of work and monitor compliance with the contract requirements.

Periodic Contact with Contractor - The Contractor Monitor will serve as the primary point of contact between the ODOC and the Contractor. The Contract Monitor will have routine periodic contact with the Contractor, throughout the contract period, by way of phone, email, face to face meetings, and/or written correspondence. This periodic contact will provide an opportunity to review the progress of the Contractor.

SECTION 7 BREACHES AND REMEDIES

7.1 Contractor Breach

The occurrence of any of the following shall constitute a “Breach” by the Contractor for the purposes of this Agreement:

7.1a

The Contractor neglects, refuses or fails to perform, observe or comply with any terms, covenant, warranty, provision, promise, obligation, representation, or agreement contained in this Agreement.

7.1b

The Contractor (a) applies for, or consents to, the appointment of a receiver, trustee or liquidator of itself, or of all; or a substantial part of its assets, (b) admits in writing its inability to pay its debts as they fall due, (c) makes a general assignment for the benefit of creditors, or (d) files a voluntary petition in bankruptcy, or files a petition (or answer) seeking reorganization or an arrangement with creditors or seeking to take advantage of any insolvency law or admits (by answer or otherwise) the material allegations of a petition filed against it in any bankruptcy, reorganization, arrangement or insolvency proceeding; or,

7.1c

An order, judgment or decree by any court of competent jurisdiction shall be entered, adjudicating the Contractor to be bankrupt or insolvent, approving a petition seeking reorganization of the Contractor or appointing a receiver, trustee or liquidator of the Contractor or a substantial part of any of its assets and such order, judgment or decree is not dismissed within sixty (60) days after the same is entered.

7.2 Breaches by the State

The occurrence of any of the following shall constitute a “Breach” by the State for the purposes of this Agreement:

7.2a

The State neglects, refuses or fails to perform, observe or comply with any term, covenant, warranty, provision, promise, obligation, representation or agreement contained in this Agreement:

7.3 Notice and Cure

In the event of a Breach described in section 7.1 or 7.2 above; the non-breaching party shall give written notice to the breaching part of such Breach. The breaching party shall have thirty (30) calendar days from the date of the receipt of such notice to take action to cure such Breach (hereinafter referred to as the “First Cure Period”). If such Breach is not cured at the expiration

of the First Cure Period and the breaching party is diligently pursuing a cure, such cure period shall be extended for an additional thirty (30) calendar days (hereinafter referred to as the “Second Cure Period”). If such Breach has not been cured at the end of the Second Cure Period, or if the breaching party is not diligently pursuing a cure at the end of the First cure period, the non-breaching party shall be entitled to enforce and exercise all option, rights and remedies, jointly or in the alternative, provided by the Agreement, law or equity.

7.3a Assessment of Liquidated Damages

Liquidated damages for each day of a breach may be calculated as follows, but not limited to: $V \times B \times (\text{days}) \times \25.00 when: V =Relative value of service and B =Relative value of the Breach.

Service Area 1: Value (V) = 5: Security and Control, Accreditation, Classification and Case Management, Use of Force, Escapes, Contract Monitoring, Sanitation and Hygiene, Food Service, Mail, Religion, Access to Court, Inmate Discipline, Grievance, Visitation, Records and Reports, Employee Training, Operating Standards, Transportation, Maintenance, Repairs and Replacements, Work Release, PREA, Policies/Procedures/Post Orders, Laundry and Inmate Clothing, Telecommunications, Supplies/Perishables, and Recreation.

OPERATOR BREACH (B)	
Failure to Provide Service	5
Failure to Document	2
Failure to Report	2
Failure to comply w/other Applicable Requirements	5

7.3b Obligation to Assess Liquidated Damages

The state is not obligated to assess liquidated damages before availing itself of any other remedy.

7.3c Discontinuing Liquidated Damages

The state may choose to discontinue liquidated damages before availing itself of any other remedy available under this contract or at law in equity.

7.3d

In the event of a Breach, and such Breach remains uncured after the expiration of any applicable cure periods set forth in Section 7.3 above, the other non-breaching party may terminate this Agreement.

7.3e

The State may waive this “Cure” period if the breach so serious that immediate correction is needed or unless a longer time period is mutually agreed upon.

7.3f

Should the Breach be so serious that immediate correction is needed and the Contractor fails to make the necessary corrections, the State may withhold per diem as liquidated damages, reduce the count and/or terminate this contract.

SECTION 8 - INVOICING/PAYMENT FOR SERVICES/COMPENSATION RATE**8.1.1**

Upon the monthly receipt of a proper billing from the Contractor, ODOC will pay the Contractor for services rendered the previous month to eligible clients at the established fixed rate(s) enumerated below.

SERVICE	FIXED RATE
Halfway House per diem	\$40.00*
Transportation	In accordance with Section 3.19.7

*Fixed Rate + Legislative Performance Based Per Diem Increases

8.1.2

The Contractor shall not exceed 121 inmates under this contract. This contract is for an indefinite number of days, subject to appropriation. ODOC makes no representation of guarantee that any number of ODOC inmates will be housed by the Contractor for any amount of time.

The Contractor will submit invoices to ODOC not more than fifteen (15) working days after the last day of the month in which the services were rendered. Invoices submitted by the Contractor shall be consistent with the compensation rate and unit of service described above and shall include the following information:

1. The client served
2. The date and location where the service was rendered
3. The type and duration of the service provided
4. Any other information required by the Department of Corrections (ODOC) that is necessary to demonstrate the Contractor’s compliance with requirements or outcome based measures of the Contract

8.1.3

The Contractor understands that the rate set forth in this contract is the established fixed rate for the services required by this contract and agrees that the total of all payments received from all sources for each unit of service delivered, shall not exceed the established fixed rate.

8.1.4

The Contractor may be required to collect payments from each client for services provided as stipulated by court order or pursuant to a periodic payment schedule adopted for all clients receiving services. If Contractor receives payments from any other source for services performed under this contract, each invoice submitted to ODOC by the Contractor shall include a credit in an amount equal to the total payments received from all other sources.

8.1.5

Should a dispute arise between the Contractor and ODOC over the validity of a portion of any invoice, ODOC will remit any portion not in dispute to the Contractor. If payment is not received in a timely manner, the Contractor will be allowed to charge interest in accordance with the Late Payment Act [62 O.S., Section 41.4(a) et. seq.].

SECTION 9 - GENERAL TERMS AND CONDITIONS**9.1 Indemnification**

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

Any and all claims arising from the provisions of this contract, including, without limitation, any and all claims arising from:

- any breach or default on the part of the Contractor in the performance of the Contract;
- 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;
- any claims or losses to any person, including ODOC clients, injured or property damaged from the acts or omissions of the Contractor, its officers, agents, or employees in the performance of this contract by the Contractor;
- 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 contract in a manner not authorized by this contract, or by federal, state, county, or town regulations or statutes;
- 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

- All costs, reasonable attorney's fees, expenses, and liabilities incurred in or about any such claim or action, or proceeding brought thereon.

Said 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.

In case any action or proceedings brought against the State by reason of any such claim, the Contractor, upon notice from the State, shall defend against such action by counsel, satisfactory to the State. Said counsel will not enter into any settlement contract with respect to any claim, which may affect the State without first obtaining approval of the State.

In defending the State, its officials, agents, and employees, the Contractor shall advise and consult with the General Counsel of the ODOC or their designee 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.

Liability Limit: The parties intend that each shall be responsible for its own intentional and negligent acts, or omissions to act. ODOC shall be responsible for the acts and omissions to act, of its officers and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, Title 51 O.S. Section 151 et seq. The Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents. The Contractor agrees to hold harmless ODOC of any claims, demands and liabilities resulting from any act or omission on the part of the Contractor and/or its agents, servants, and employees in the performance of the contract. It is the express intention of the parties hereto that this contract shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation of association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

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 contract.

9.2 Governing Law

All terms and conditions of this contract shall be construed and governed by the laws of the State of Oklahoma. Any action brought to enforce the provisions of this contract shall be brought in the District Court of Oklahoma County, State of Oklahoma. If any provision, clause, or paragraph of this contract or any document incorporated by reference is determined invalid by a court of competent jurisdiction, such determination will not affect the other provisions, clauses, or paragraphs of this contract which is not affected by the determination. The provisions, clauses, or paragraphs, and any documents incorporated by reference are declared severable.

9.3 Severability

If any clause or provision of this contract is illegal, invalid or unenforceable under any present or future law, the remainder of this contract will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid, or unenforceable, there will be added en lieu thereof a provision as similar in terms to such provisions as is possible to be legal, valid, and enforceable.

9.4 Modifications

This document and Appendices A through I represent the entire agreement between the parties. Any modification of the terms must be in writing, signed by the parties and specifically referencing this Contract.

9.5 Record Retention/Access to Records

As used in this section, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form.

The Contractor agrees that records of the Contractor relevant to this contract are subject to inspection, examination and copying by ODOC, its designees, the Office of the Oklahoma State Auditor and Inspector, and the Oklahoma Department of Central Services, State Purchasing Director. Further, the Contractor shall fully cooperate with ODOC during inspection and examination.

The Contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three (3) year period, the records are required to be maintained for seven (7) 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.

9.6 Evidence of Insurance

Prior to commencing work or services under this contract, the Contractor shall furnish to ODOC Certificates of Insurance, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits set forth below are in full force and effect. All Certificates of Insurance shall identify the policies in effect on behalf of the Contractor, their policy period(s), and limits of liability. The Contractor shall timely renew the policies and if a policy is set to expire during the life of this contract, a renewal certificate must be sent to ODOC five (5) days prior to the expiration date.

In the case any work is subcontracted, Contractor shall require the Sub-contractor to provide and maintain coverage to at least the same extent as required of Contractor.

COVERAGE REQUIRED - Worker's Compensation Insurance or proof of an alternative or exemption authorized by Oklahoma state law (85 O.S. § 311).

Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of the work or services required by this contract. Exceptions and exemptions can only be made if they are in accordance with Oklahoma Statute.

COVERAGE REQUIRED - Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance covering bodily injury and property damage liability that arises out of accidents resulting from the Contractor's operations and completed operations.

Limits: Combined single limit bodily injury/property damage in amount required by statute or \$500,000, whichever is higher with an aggregate annual limit of \$1,000,000 (one million dollars). Coverage shall also include unlimited defense coverage including attorney's fees and costs in addition to limits of liability.

COVERAGE REQUIRED - Professional Liability Insurance

Contractor shall remain adequately insured for professional liability through private Medical Malpractice or Errors and Omissions liability insurance for the duration of this contract. Contractor agrees to maintain coverage in accordance with any limits required by law. If not required by law, Contractor shall maintain minimum coverage of \$1,000,000 per occurrence, and \$3,000,000 in the aggregate. Coverage shall also include unlimited defense coverage, including attorney's fees and costs in addition to limits of liability.

COVERAGE REQUIRED - Automobile Liability Insurance

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work.

9.7 No Grant Authority

Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or any obligation of any kind, expressed or implied, in the name of or on behalf of

ODOC, and Contractor agrees not to assume or incur any such liability or obligation without the prior expressed written consent of ODOC.

9.8 Certification Regarding Debarment

By signing the contract, the Contractor attests and assures that no employee or any of its principals performing hereunder are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by the Oklahoma State Purchasing Director, the Oklahoma Tax Commission, or any Federal agency.

9.9 Employment Relationship

This contract does not create an employment relationship. Individuals performing services required by this contract are not employees of the State of Oklahoma or ODOC. Contractor's employees shall not be considered employees of the State of Oklahoma nor of ODOC for any purpose and as such shall not be eligible for benefits accruing to state employees.

9.10 Prison Rape Elimination Act (§115.17 and §115.77)

Any sexual assault or sexual misconduct or attempted sexual assault or sexual misconduct between the Contractor, its employees, agents, or representative and an inmate is expressly forbidden.

In addition, by signing this contract, Contractor attest that no employee, agent or representative of the Contractor who may have direct contact with ODOC inmates while performing the requirements of this contract has:

- (1) 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) 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 if the victim did not consent or was unable to consent or refuse; or
- (3) Been civilly or administratively adjudicated to have engaged in the activity described above. Any contractor who engages in sexual abuse will be prohibited from contact with inmates and will be reported to law enforcement agencies and to relevant licensing bodies.

Any violation of this provision will be reported to law enforcement agencies and to relevant licensing bodies and will result in the filing of criminal charges as warranted. ODOC may also terminate the contract immediately when violations are found.

9.11 Protecting and Securing Protected Health Information (HIPAA)

To the extent the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR, Parts 142, 160 and 164 and The Health Information Technology for Economic and Clinical Health

Act (HITECH) or accompanying regulations is applicable to this contract, Contractor, its officers and employees (collectively, "Contractor") and Oklahoma Department of Corrections ("ODOC"), together known as the "Parties", agree as follows. The Parties acknowledge that they may have or obtain access to confidential protected health information ("PHI"), including but not limited to individually identifiable health information. The Parties may use PHI solely to perform their respective duties and responsibilities under the contract and only as provided in the contract. The Parties acknowledge and agree that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in the contract or by law.

9.11.1. Specifically, The Parties agree they shall:

9.11.1.1. Comply with all applicable laws and regulations related to privacy and security, specifically including, but not limited to, HIPAA;

9.11.1.2. Not use or further disclose PHI except as permitted in the contract or as required by law, and in such case, disclose only the minimum necessary;

9.11.1.3. Protect and safeguard from any oral and written disclosure all confidential information, regardless of the types of media on which it is stored, with which the Parties may come in contact;

9.11.1.4. Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by the contract or as required by law;

9.11.1.5. Ensure that all of its subcontractors, vendors, and agents to whom it provides PHI pursuant to the terms of the contract, shall agree to all of the same restrictions and conditions to which the Parties are bound. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the ODOC Contract Monitor.

9.11.1.6. Intend that each shall be responsible for its officers, employees, subcontractors and/or agents' intentional and negligent acts or omissions to act for all claims, liabilities, costs and damages arising out of or in any manner related to the disclosure of any PHI or to the breach by either Party of any obligation related to PHI;

9.11.1.7. Upon termination of the contract, return or destroy all PHI, if feasible, received from or created or received by each Party on behalf of the other Party which the Parties maintain in any form, and retain no copies of such information. If such return or destruction is not feasible, the Parties will extend the precautions of the Contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible;

9.11.2. Specifically, the Contractor shall:

9.11.2.1. Report a known breach of confidentiality, privacy, or security, as defined under HIPAA, to ODOC within forty-eight (48) hours of knowledge of an unauthorized act. Failure to perform may constitute immediate termination of contract. Contractor will mitigate any harmful effects from the breach of confidentiality, privacy or security as required by law. Any notice required to be issued under the HITECH Act shall be coordinated with ODOC;

9.11.2.2. Safeguard PHI in accordance with the requirements of 45 CFR § 164.302-318;

9.11.2.3. Provide access to PHI at the request of ODOC, or to an individual as directed by ODOC, in order to meet the requirements of 45 C.F.R. § 164.524 which provides patients with the right to access and copy their own protected information within 30 days; make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526 within thirty (30) days of request;

9.11.2.4. Provide ODOC or any individual information to permit ODOC to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528 within thirty (30) days of request;

9.11.2.5. Make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by one party on behalf of the other available to the Secretary of Health and Human Services, governmental officers and agencies, and ODOC for the purpose of determining compliance with 45 CFR §§ 164.500-534 within thirty (30) days of request;

9.11.2.6 Agree that PHI or provider information cannot be remarketed, summarized, distributed, or sold to any other organization without the express written approval of ODOC;

9.11.2.7. Agree to comply with the Federal Privacy Regulations and the Federal Security Regulations as contained in 45 CFR §§160 through 164 that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42 USC §§ 1320d – 1320d-8.

9.11.2.8. Agree to report potential known violations of 18 U.S. § 1953 to the ODOC Legal Division within forty-eight (48) hours of knowledge of an unauthorized act. In general, this criminal statute makes it a crime to willfully and without authorization gain access to, alter, modify, disrupt, or threaten a computer system;

9.11.2.9. Following the discovery of a breach of unsecured PHI as defined in the Health Information Technology for Economic and Clinical Health Act (HITECH) or accompanying regulations, notify the ODOC of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the ODOC's breach analysis procedures, including risk assessment, if requested. A

breach shall be treated as discovered by Contractor as of the first day on which such breach is known to Contractor or by exercising reasonable diligence, would have been known to Contractor;

9.11.2.10. Provide such notification to ODOC without reasonable delay and in no event later than forty-eight (48) hours after discovery of the breach. Such notification will contain the required elements required in 45 CFR § 164.410. Contractor shall report to the ODOC any use or disclosure of PHI which is not in compliance with the terms of this Contract of which it becomes aware;

9.11.2.11. Report to ODOC any Security Incident of which it becomes aware. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Contract;

9.11.3. The Parties agree to abide by any determination made by ODOC as to the applicability of HIPAA in regard to any obligation or duty recognized, identified or performed by the Contractor pursuant to this contract. The Parties recognize that any breach of confidentiality or misuse of information may result in the termination of the contract and/or legal action. Said termination may be immediate and need not comply with any termination provisions in the parties' contract. The Parties further recognize that a disclosure or improper use of PHI may subject the Parties to liability for their wrongful conduct. Except as otherwise limited in the contract, the Parties may use or disclose PHI to perform the functions, activities, and services for, or on behalf of, the other Party as specified in the contract, provided that such use or disclosure would not violate applicable HIPAA provisions if done by such other Party.

9.12 Termination for Convenience

ODOC may terminate this contract by giving thirty (30) days written notice. Notice shall be sent by certified mail to the address set out in Section 7.24, return receipt requested, and the time period shall begin upon receipt.

9.13 Termination for Default

- A. ODOC may terminate the Contract in the event of a material default by Contractor, provided that ODOC shall provide written notice to Contractor specifying the default in reasonable detail. Contractor shall have thirty (30) days in which to cure its default, except in the instance of health and safety issues, in which case termination may be immediate. If Contractor fails to cure such default within the relevant cure period, ODOC may terminate the Contract by giving written notice to Contractor specifying the effective date of the termination.
- B. The Contract may be terminated by ODOC immediately without prior notice if ODOC reasonably determines that the health or safety of the persons served is in imminent

- jeopardy due to the actions or inactions of Contractor or those under the Contractor's control.
- C. Termination shall not be the exclusive remedy available to ODOC for a default by the Contractor, but shall be in addition to any other rights and remedies provided for by law or equity.
 - D. ODOC shall not be liable for any further payment to Contractor under a contract terminated for the Contractor's defaults after the date of such default as determined by ODOC, except for services delivered and accepted on or before the date of termination. Contractor shall be liable to, and shall indemnify and hold harmless, ODOC for all liability, costs or damages sustained by ODOC as a result of Contractor's default.

9.14 Waiver of Default

Waiver by ODOC of default of any provision of this contract by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

9.15 Subcontracting

The service to be performed under this contract shall not be subcontracted, on whole or in part, to any other person or entity without the written consent of ODOC. The terms of this contract and such additional terms as ODOC may require shall be included in any approved subcontract and approval of any subcontract shall not relieve Contractor of any responsibility for performance under this contract.

9.16 Compliance with Law

Contractor shall be subject to all applicable state and federal laws, rules and regulations and all amendments thereto. Contractor agrees to devote special attention to its responsibilities under state statutes; observance of the compliance with the requirements therefore shall be the responsibility of the Contractor, without reliance on or direction by ODOC.

9.17 Equal Opportunity and Discrimination

The Contractor agrees to comply with all federal and state laws prohibiting discrimination and assures services will be provided without distinction on the basis of political or religious opinions or affiliations, race, creed, gender, color, age, national origin or disability and no other distinction will be made on the basis of age, except as the law allows. The Contractor assures compliance with the 1964 Civil Rights Acts, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), Executive Orders 11246 and 11375 and the Americans with Disabilities Act of 1990 (Public Law 101-336) and all amendments to and all requirements imposed by the regulations issued pursuant to these acts.

9.18 Travel

Unless expressly identified in the established fixed rate compensation amounts identified in Section 6.1.1, travel expenses incurred by the Contractor pursuant to this contract shall be the

sole responsibility of the Contractor and shall not be billed to ODOC in addition to the cost of each task.

9.19 Drug-Free Workplace

Contractors that:

- Receive a federal grant;
- Have a contract with a federal agency valued at \$25,000 or more;
- Have a subcontract that includes a drug-free workplace requirement

or;

- Are subject to any federal agency regulations such as (but not limited to) those of the Department of Transportation, Department of Defense, or Nuclear Regulatory Commission

Must certify compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610.

9.20 Unavailability of Funding

The parties hereby agree and acknowledge that this contract is subject to adequate funding by the Oklahoma Legislature and ODOC cannot guarantee the continued availability of funding for this Contract. In the event funds to finance this Contract become unavailable, either in full or in part, due to insufficient funding, ODOC may terminate the contract, or reduce the contract consideration, upon notice in writing to Contractor. The notice shall be delivered by certified mail, return receipt requested, or in person with written proof of delivery. ODOC shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice, provided, that the funding adjustments stated in this paragraph shall not apply to payments made or due for services satisfactorily completed prior to the effective date of the termination or reduction. In the event of a reduction in Contract consideration, Contractor may cancel this contract as of the effective date of the proposed reduction, upon advance written notice to ODOC. Both parties shall make a good faith effort to reach mutual agreement on reasonable phase-out costs upon notice of termination or reduction of the Contract.

9.21 Force Majeure

Neither party shall be liable for any damages resulting from any delay in delivery or failure to give notice of delay, which directly or indirectly results from the elements, acts of God, delays in transportation, or delays in delivery by any cause beyond their reasonable control.

9.22 Immigration Status

Pursuant to Title 25, Sections 1312 and 1313 of the Statutes of the State of Oklahoma, Contractor agrees to register and participate in the Status Verification System in order to verify or ascertain the citizenship or immigration status of its employees.

9.23 Notice Address

Notice shall be delivered to the following addresses:

The Oklahoma Department of Corrections:

James Rudek, Chief Administrator
 Oklahoma Department of Corrections
 Division of Community Corrections/Contract Services
 3400 Martin Luther King Boulevard
 Oklahoma City, Oklahoma 73111

The Contractor:

Bridgeway, Inc.
 Attn: Facility Director
 620 West Grand Ave.
 Ponca City, Oklahoma 74601

APPENDICES

Appendix A	Department and Division Policies and Directives applicable to Contractor
Appendix B	Vocational and Educational Program Standards
Appendix C	Trustees
Appendix D	Health Services
Appendix E	Liquidated Damages
Appendix F	Facility Staffing Pattern
Appendix G	Inmate Work/Programs Full Time Equivalents
Appendix H	Business Associate Agreement

APPENDIX A
DEPARTMENT & DIVISION POLICIES AND DIRECTIVES APPLICABLE TO CONTRACTOR

10.1.A Specifically, Section 3 policies as listed:

OP-030101	Unit Management Overview and Major Objectives
OP-030102	Inmate Housing Policy
OP-030103	Inmate Job and Program Assignments
OP-030106	Recreation Activity Programs
OP-030117	Correspondence, Publication and Audio/Video Media Guidelines
OP-030118	Visitation
OP-030119	Inmate Telephone Privileges
OP-030120	Inmate Property
OP-030122	Inmate Authority over Inmates
OP-030134	Chemical Abuse Testing
OP-030402	Community Corrections Residential Contracts
OP-030501	Personal Hygiene and Appearance Code
OP-030601	Oklahoma Prison Rape Elimination Act
OP-031001	Inmate Escorted Leave Activities

10.1.B Section 4 Policies as listed:

OP-040101	Facility Security Standards (Not Accessible except through host facility) Violation of this policy will be considered an event of default and will require immediate corrective action.
OP-040103	Standards for Maintaining Permanent Logs
OP-040105	Key and Lock Control Standards
OP-040107	Tool Control Standards
OP-040109	Control of Contraband and Physical Evidence
OP-040110	Search and Seizure Standards
OP-040111	Transportation of Inmates
OP-040114	Security of inmates in Non-Prison Hospitals
OP-040117	Investigations Violation of this policy will be considered an event of default and will require immediate corrective action.
OP-040206	Transit Detention Units

10.1.C Section 5 Policies as listed:

OP-050101	Procedures in the Event of Job Actions or Walkouts by Correctional Staff
OP-050103	Escape Notification Procedures – Violation of this policy will be considered an event of default and will require immediate corrective action.

- OP-050108 Use of Force Standards and Reportable Incidents Use of Force and Reportable Incidents – Violation of this policy will be considered an event of default and will require immediate corrective action.
- OP-050109 Reporting of Incidents - Reporting of Incidents - Violation of this policy will be considered an event of default and will require immediate corrective action.
- OP-050112 Procedures in the Event of a Protest
- OP-050401 Crisis Situations
- OP-053001 Community Corrections Departmental and facility Emergency Plans for Riots, Disturbances and Major Disasters

10.1.D Section 6 Policies as listed:

- OP-060101 Overview of Case Management
- OP-060103 Custody Assessment Procedures (Male)
- OP-060104 Community Corrections Assessment
- OP-060106 Special Inmate Management System
- OP-060107 Systems of Incarceration
- OP-060125 Disciplinary Procedures
- OP-060203 Adjustment Review
- OP-060204 Inmate Transfers
- OP-060205 Parole Process Procedures
- OP-060211 Inmate Sentence Administration – Violation of this policy will be considered an event of default and will require immediate corrective action.
- OP-060212 Maintenance and Access of Inmate Records
- OP-060901 Pre-Release Planning and Reentry Process
- OP-061001 Global Position Satellite Surveillance Program
- OP-061002 Electronic Monitoring Program for DUI Offenders

10.1.E Section 7 Policies as listed:

- OP-070201 Food Service Inspection Standards
- OP-070202 Food Preparation – Service and Delivery
- OP-070203 Food Service Managements

10.1.F Section 9 Policies as listed:

- OP-090101 Standards for Inmate Programs
- OP-090106 Prison Public Work Contracts and Assignment of Inmates to Public Works Programs
- OP-090110 Work Release
- OP-090124 Inmate/Offender Grievance Process

OP-090128 Inmate Grievance Process Inmate Marriages
 OP-090131 Inmate/Offender Financial Responsibility Program
 OP-090133 Career and Technical Training
 OP-090211 Volunteer Program

10.1.G Section 11 Policy as listed:

OP-110215 Rules Concerning the Individual Conduct of Employees
 OP-110245 Standard for Employee Personal Appearance
 OP-110601 Controlled Substances and Alcohol Use and Testing Procedures for Drivers of
 Commercial Motor Vehicles
 OP-110602 For-cause Drug and Alcohol Testing Program

10.1.H Section 12 Policy as listed:

OP-120230 Offender Banking System

10.1.I Section 13 Policy as listed:

OP-130106 Environmental Health, Safety and Sanitation Inspections
 OP-130107 Standards for Inspections

10.1.J Section 14 Policies as listed:

OP-140106 Healthcare Record System
 OP-140108 Privacy of Protected Health Information
 OP-140121 Outside Providers for Health Care Management
 OP-140129 Suicide Prevention

10.1.K Section 15 Policy as listed:

OP-150601 Tobacco Regulations

APPENDIX B
VOCATIONAL AND EDUCATIONAL PROGRAM STANDARDS

1. INSTRUCTIONAL PLANNING AND ORGANIZATION - VOCATIONAL

The instructional program will be designed to impart knowledge and develop skills that are essential for success in meeting the student's occupational objectives. The Contract Monitor will ensure programs meet compliance standards.

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 from partnerships such as community, business and industry, and ODOC. 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 ODOC Programs Administrator and the Private Prison and Jail Administrator.

2. INSTRUCTIONAL MATERIALS UTILIZATION

Vocational teachers will utilize a variety of instructional materials and methods in accordance with student needs and the goals and objectives of the training program.

- All instructional materials must support an industry generated duty task list.
- Instructional materials must be adapted to meet individual needs, interests, and rates of learning.

3. QUALIFIED INSTRUCTIONAL PERSONNEL

All instructors will have an adequate general education along with recent work experience that will enable them to relate their instruction to business or industrial methodology. All vocational instructors must meet or exceed state licensing requirements of the accrediting agency and will hold a current Oklahoma teacher's certificate, if applicable. In addition to these minimum requirements, all vocational instructors will continuously strive to upgrade their skills and knowledge by meeting recertification requirements and attending professional improvement meetings.

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

4. ENROLLMENT AND STUDENT/TEACHER RATIO

- 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 the ODOC.

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 (OSHA) 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.

1. INSTRUCTIONAL PLANNING AND ORGANIZATION - EDUCATIONAL

At a minimum, academic instruction in reading, math and language arts will be provided, at all levels of instruction.

- The academic program will be designed to meet the needs of students in literacy (0-5th grade levels), Pre-High School Equivalency (PHSE) (6-8th grade levels), and High School Equivalency (HSE) (9-12th grade levels) courses. Emphasis will be placed on coursework that leads to completion of the HSE requirements and the issuance of a HSE certificate.
- Opportunities will also be developed where possible, to engage in a college program that leads to a college degree.

2. INSTRUCTIONAL MATERIALS

Instructional materials will be provided that meet and support the instructional program outlined above in item 1.

Instructional materials will be adopted to meet individual needs, interests, and rates of learning.

3. QUALIFIED INSTRUCTIONAL PERSONNEL

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

4. ENROLLMENT AND STUDENT/TEACHER RATIO

- Student instruction will be designed to meet individual student needs. Instruction will be individualized, open-entry, open exit and competency-based.
- Students will be placed in appropriate programs as determined by adequate testing, evaluation and guidance. The Test for Adult Basic Education (TABE) forms 7 and 8 will be utilized for pre-testing and documentation of learning gains and performance results.
- A list of total enrollment/completions, by program, will be reported monthly to the Department of Corrections.

5. EQUIPMENT AND SUPPLIES

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

6. INSTRUCTION FACILITIES

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

7. SAFETY FEATURES AND PRACTICES

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

APPENDIX C TRUSTEES

The Contractor will not allow any ODOC inmate to operate or use any type of equipment at the facility until the Contractor has fully trained the ODOC inmate in the proper and safe use of equipment, and have documented evidence to support said training. Under no circumstances will the Contractor allow an ODOC inmate to operate any equipment at the facility which has had the manufacturer's safety devices modified or removed, nor allow any ODOC inmate to operate any dangerous or unsafe equipment.

The Contractor may request inmates for trustee status not to exceed eight (8) inmates. Trustees may only be inmates who are PPWP eligible and not work release eligible. Trustees who request treatment shall be provided access to all programs and benefits as other inmates. Trustees shall not be utilized for new construction, major renovations or additions to Contractor property. They shall not be used on non-contract property. Contractor shall pay trustees \$27.09 per month for their services. The host facility shall invoice the Contractor for the monthly trustee pay. Prior to assigning inmates on trustee status to the Contractor, the host facility must approve the assignment.

APPENDIX D HEALTH SERVICES

Responsibility for Medical, Mental Health and Dental Services

- A. Introduction: The Contractor will transport inmates to medical, dental, and mental health care services delivered by the ODOC host facility medical unit or licensed health care staff overseen by a health administrator in accordance with the Oklahoma Department of Corrections' (ODOC) 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

The Contractor will follow ODOC policies in these areas. The Contractor will notify ODOC Medical/Mental Health Services in writing of desired changes in these areas. ODOC will review the changes and return them to the Contractor within thirty (30) days of receipt. Changes will not be implemented prior to the Contractor's receipt of written approval from the ODOC, 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 twelve (12) hours after onset. Heart attacks, strokes, poisoning, loss of consciousness or respiration, and convulsions are examples of medical emergencies.

3. Chronic care: A pattern of care that focuses on long-term care of inmates with chronic (longstanding, persistent) disease or conditions. It includes care specific to the problem as well as other measures to encourage self-care, to promote health and to prevent loss of function.

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.
 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.
 6. Outpatient care: Health care provided where the inmate remains ambulatory and is not kept in a health care facility overnight.
 7. Major mental illness: An inmate will be identified as having a major illness if currently prescribed psychotropic medications.
 8. Reimbursable medical costs: Those medical, mental health and dental costs payable by the State of Oklahoma.
- B. Outpatient Care: Health care costs will be the responsibility of the ODOC. Access to OU Medical Center (OUMC) shall be available to the Contractor under the same conditions, as it is available to inmates in state operated facilities. Medical appointments will be made upon referral from the host 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.
 - E. Emergency Care and Urgent Care: In emergency medical situations, or in urgent care situations, the host facility medical unit will make appropriate arrangements for medical treatment.
 - F. 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 ODOC will be responsible for expenses. 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 - ODOC is responsible for onsite health care and will be coordinated with the host facility, Dick Conner Correctional Center.

2. Offsite inpatient hospital – The ODOC will be responsible for the cost offsite inpatient hospital care.

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

- I. Medical Records: All medical records will be maintained on the Electronic Health Record.

- J. 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.

- K. 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.

- L. 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.

- M. Medical Quality Assurance and Self-Monitoring Program: A quality assurance review and self-monitoring program will be established and maintained to insure that communication and intensive review of serious issues, such as an inmate death, serious injury, et al, is initiated by the Contractor and that the Contractor informs the State about

the circumstances, details and corrective measures taken in such an event. Notification will be pursuant to Section 5.18. Forwarding of the corrective action plan shall be within 45 days of the precipitating serious event.

- N. Staffing Pattern and ODOC Procedures: In regard to the Contract staffing pattern, ODOC will accept Contractor staffing patterns provided Contractor agrees to comply with ODOC.

APPENDIX E
LIQUIDATED DAMAGES

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

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

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

Management, Commissary, Policies/Procedures/Post Orders					
Laundry and Inmate Clothing, Telecommunications, Supplies/Perishables, and Recreation	2	3	1	1	3

**APPENDIX F
FACILITY STAFFING PATTERN**

Executive Office	
	FTE
Facility Administrator/Case Manager Supervisor	1.00

Sub Total	1.00
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Business / Support	
	FTE
Case Manager	1.00
Employment Coordinator	1.00
Information Manager	1.00

Sub Total	3.00
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Maintenance	
	FTE
Facility Maintenance Supervisor	1.00

Food Service	
	FTE
Food Services Manager	1.00

Sub-Total	1.00
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Security Supervisors	
	FTE
Chief of Security	1.00
1 st Shift Supervisor	1.00
2 nd Shift Supervisor	1.00
3 rd Shift Supervisor	1.00
Full-time Dorm Staff	7.00
Part-time Dorm Staff	7.00

Sub-Total	18.00
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SUMMARY	
Executive Office	1.00
Business / Support	3.00
Maintenance	1.00
Food Service	1.00
Security Supervisors	4.00
Correctional Officers	14.00
TOTAL STAFF	24.00

**APPENDIX G
INMATE WORK/PROGRAMS FULL-TIME EQUIVALENTS**

Programs	
Basic Literacy	121
Pre-High School Equivalency (PHSE)	121
The Test of Adult Basic Education (TABE)	121
High School Equivalency (HSE)	121
College	121

Facility Support	
Maintenance	3
Food Service	5
Total Facility Support	8

APPENDIX H
Business Associate Agreement

Definitions

Catch-all definition:

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

Specific definitions:

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

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

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

Obligations and Activities of Business Associate

Business Associate agrees to:

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

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

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

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health

information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

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

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

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

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

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

Permitted Uses and Disclosures by Business Associate

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

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

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

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

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

(f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or

business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

Term and Termination

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

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

(c) Obligations of Business Associate Upon Termination.

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

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions which applied prior to termination; and

5. Return to covered entity the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

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

APPROVED:

Representing the **Oklahoma Department of Corrections** as legal signatory:

Authorized Representative (Signature)

Printed Name of Authorized Representative

Title (Print)

Representing **Contractor** as legal signatory:

Authorized Representative (Signature)

Printed Name of Authorized Representative

Title (Print)

This contract was approved as to form
For the Oklahoma Department of Corrections by:

General Counsel for the
Oklahoma Department of Corrections
on the _____ day of _____, 2023

Incarcerates

State Facilities	Females	Males	Total
Current Population	2,248	15,068	17,316
Population Last Year	2,112	14,899	17,011
Change	136	169	305

Private Prisons	Females	Males	Total
Current Population	0	4,035	4,035
Population Last Year	0	3,904	3,904
Change	0	131	131

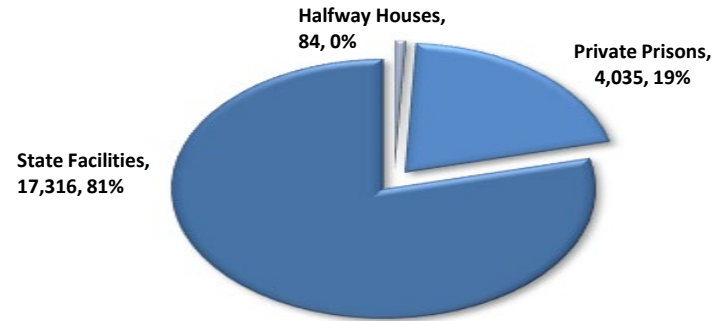
Halfway Houses	Females	Males	Total
Current Population	0	84	84
Population Last Year	62	98	160
Change	(62)	(14)	(76)

Out Count	Females	Males	Total
Current Population	23	258	281
Population Last Year	27	260	287
Change	(4)	(2)	(6)

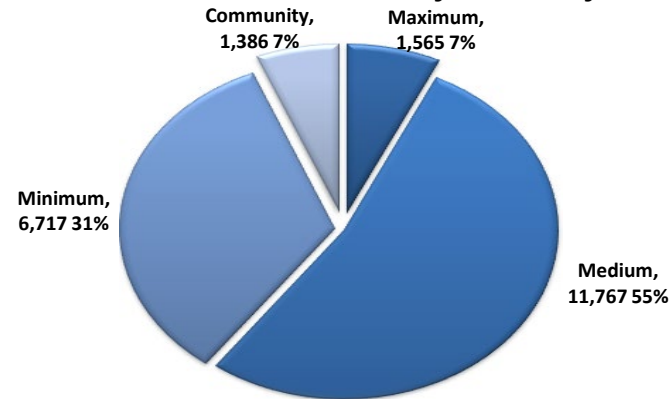
County Jail Transfers Pending	Females	Males	Total
Current Population	38	1254	1292
Population Last Year	29	1081	1110
Change	9	173	182

Grand Total	Females	Males	Total
Current Population	2,309	20,699	23,008
Population Last Year	2,230	20,242	22,472
Change	79	457	536

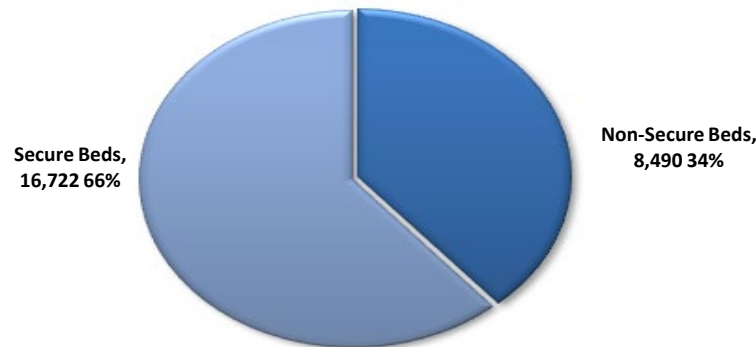
Inmates in State Facilities vs. Contract Facilities



Inmate Distribution by Security Level



Percentage of Inmates in Secure and Non-Secure Beds



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.

Community Offenders

220

GPS	Females	Males	Total
Current Population	49	123	172
Population Last Year	58	135	193
Change	(9)	(12)	(21)

Community Sentencing	Females	Males	Total
Current Population	624	1,707	2,331
Population Last Year	449	1,231	1,680
Change	175	476	651

Parole Supervision	Females	Males	Total
Current Population	263	1,254	1,517
Population Last Year	375	1,692	2,067
Change	(112)	(438)	(550)

Probation Supervision	Females	Males	Total
Current Population	3,625	12,126	15,751
Population Last Year	4,081	14,345	18,426
Change	(456)	(2,219)	(2,675)

Community Supervision	Females	Males	Total
Current Population	4,561	15,210	19,771
Population Last Year	4,963	17,403	22,366
Change	(402)	(2,193)	(2,595)

Total System Population	Females	Males	Total
Current Population	6,870	35,909	42,779
Population Last Year	7,193	37,645	44,838
Change	(323)	(1,736)	(2,059)
Percentage of Change	4%	5%	5%

Board of Corrections – Population Analysis



As of

May 31, 2023



Board of Corrections – Population Information

As of ²²¹
May 31, 2023

Largest Percentage of Convictions

Male Crimes	Total	Percentage	Female Crimes	Total	Percentage
Murder I	1,181	6%	Child Abuse	252	11%
Robbery/Attempted Robbery	1,074	6%	Trafficking in Illegal Drugs	166	7%
Lewd/Indecent Acts of Child	1,007	5%	Murder I	128	6%
Rape I	875	5%	Manslaughter I	102	5%

Death Row Inmates

Male	36
Female	1

Youthful Offenders

Male	11
Female	0

Inmates Earned Credit Level

Level	Total	Percentage
1	1,733	18 %
2	2,192	
3	2,641	
4	15,190	
		82%

Receptions and Releases for the Fiscal Year 2022

	Total	July	August	September	October	November	December	January	February	March	April	May	June
Female Receptions	916	65	67	103	92	54	80	66	52	100	74	85	78
Male Receptions	4952	491	264	328	408	346	501	409	270	439	506	490	500
Female Releases	903	93	56	84	78	97	70	69	69	86	77	66	58
Male Releases	5069	475	468	392	434	415	427	406	373	434	419	414	412

4 Year Trend - May

