



Oklahoma Board of Corrections

REGULAR MEETING

June 12, 2019

Oklahoma Department of Corrections
Oklahoma City, Oklahoma

**OKLAHOMA BOARD OF CORRECTIONS
REGULAR MEETING AMENDED AGENDA**

Oklahoma Department of Corrections
3400 N Martin Luther King Ave
Oklahoma City, OK 73111
1:00 PM on June 12, 2019

Members of the Board of Corrections will be dining together before the Board meeting.
No business will be conducted during this time period.

- | ITEM | PRESENTER |
|--|--|
| 1. Call to Order
A. Pledge of Allegiance
B. Roll Call | Joe M. Allbaugh, Director |
| 2. Election of Officers | All Members |
| 3. Consideration and Approval of Standing Board of
Corrections Committee
A. Technology and Systems Oversight Committee | Joe M. Allbaugh, Director |
| 4. Approval of Board of Corrections Regular Meeting
Minutes for:
A. February 13, 2019
B. May 15, 2019 | Joe M. Allbaugh, Director |
| 5. Approval of Appointments
A. Sharon McCoy as Warden of the Jess Dunn
Correctional Center
B. Natalie Cooper as Warden of the Dr. Eddie
Warrior Correctional Center
C. Blaine Nelson as Warden of the Howard McLeod
Correctional Center | Millicent Newton Embry, Director
Region I |
| 6. Discussion and approval of the adoption of uniform and
fixed rates established by the Department of Mental
Health and Substance Abuse Services previously approved
by the Oklahoma Management and Enterprise Services
pursuant to 74 O.S. § 85.7(A)(11) (<i>Proposed rates included
 on Attachment A of this agenda</i>) | David Cincotta, General Counsel |
| 7. Director's Comments | Joe M. Allbaugh, Director |

Pursuant to 61 O.S. § 130, the chief administrative officer of a public agency with a governing body shall notify the governing body within ten (10) days of the declaration of an emergency if the governing body did not approve the emergency. The notification shall contain a statement of the reasons for the action, and shall be recorded in the official minutes of the governing body.

- A. Emergency purchase authorization to repair electrical transformers at the William Key Correctional Center on March 13, 2019
- B. **Emergency purchase authorization to repair lift station pumps at the Lawton Community Corrections Center on March 22, 2019**

8 New Business Joe M. Allbaugh, Director

9. Announcements Joe M. Allbaugh, Director

10. Approval to Enter into Executive Session David Cincotta, General Counsel
Pursuant to 25 O.S. § 307(B)(9), discussing matters involving safety and security at state penal institutions or correctional facilities used to house state inmates.

- A. Discussion of security strategies being used and considered by the agency in combatting the introduction of contraband at penal institutions

Pursuant to 25 O.S. § 307(B)(10), discussing contract negotiations involving contracts requiring approval of the Board of Corrections, which shall be limited to members of the public body, the attorney for the public body, and the immediate staff of the public body. No person who may profit directly or indirectly by a proposed transaction which is under consideration may be present or participate in the executive session.

- B. Discussion of contract negotiations involving a new Correctional Services Contract with CoreCivic (previously Corrections Corporation of America) and amendment of the current Correctional Services Contract.

Pursuant to 25 O.S. § 307(B)(4), for confidential communications between a public body and its attorney concerning the pending investigation and litigation of the items listed below if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to conduct a pending investigation, litigation, or proceeding in the public interest.

- C. Suicide of John Cheetham #448376 at the Joseph Harp Correctional Center (case number IG 19-0057)
- D. Board of County Commissioners of the County of Tulsa, Oklahoma, et al. vs. The State of Oklahoma ex rel. DOC, et al. (case number CV-2017-684, Oklahoma County District Court)
- E. Smith v. Allbaugh, et al. (case number CIV-19-470-G, U.S. District Court - Western District of Oklahoma)

11. Approval to Return from Executive Session David Cincotta, General Counsel

12. Discussion and Approval of Amendment #1 Correctional Services Contract with GEO Group, Inc. to amend Appendix C, Liquidated Damages. David Cincotta, General Counsel

13. Discussion and Approval of Amendment #4 Correctional Services Contract with Corrections Corporation of America (CoreCivic) to amend the term of the Contract by extending it for one year.

David Cincotta, General Counsel

14. Adjournment

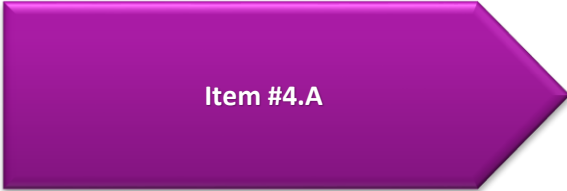
Joe M. Allbaugh, Director

The next regular meeting of the Board of Corrections will be held at 1:00 PM on Wednesday, August 14, 2019, at the Oklahoma Department of Corrections in Oklahoma City, Oklahoma.

Updated on 6/10/2019 10:51 AM

Description of ODMHSAS Services	Current Rates	Proposed Rates	Additional Services with Proposed Rate
Behavioral Health Assessment (Non-MD), Mental Health	\$40.87 / 30 Min	\$103.33 / Event	
Behavioral Health Assessment (Non-MD, Substance Abuse)	\$30.00 / 30 Min	\$103.33 / Event	
Group Psychotherapy, Mental Health	\$18.57 / 30 Min	\$9.56 / 15 Min	
Group Psychotherapy, Substance Abuse	\$16.00 / 30 Min	\$9.56 / 15 Min	
Individual Psychotherapy, Mental Health	\$37.15 / 30 Min	\$19.13 / 15 Min	
Individual Psychotherapy, Substance Abuse	\$28.00 / 30 Min	\$19.13 / 15 Min	
Residential Treatment - Substance Abuse	\$74.00 / Day	\$85.00 / Day	
Residential Treatment for Women with Dependent Children - Substance Abuse	\$95.00 / Day	\$100.00 / Day	
Residential Treatment for Adults with Co-Occurring Disorders	\$82.00 / Day	\$100.00 / Day	
Medically Supervised Detoxification Services -Substance Abuse	\$124.00 / Day	\$144.00 / Day	
Behavioral Health Assessment (Non-MD), Mental Health (Licensure Candidate)			\$90.41 / Event
Behavioral Health Assessment (Non-MD), Substance Abuse (Licensure Candidate)			\$90.41 / Event
Group Psychotherapy, Licensure Candidate -Substance Abuse			\$8.60 / 15 Min
Group Psychotherapy, Licensure Candidate - Mental Health			\$8.60 / 15 Min
Individual Psychotherapy, Licensure Candidate - Substance Abuse			\$17.21 / 15 Min
Individual Psychotherapy, Licensure Candidate - Mental Health			\$17.21 / 15 Min
Inpatient Medical Detoxification			\$62.00 / Day
Non-Medical Detoxification Services for Women with Dependent Children and Pregnant Women - Substance Abuse			\$94.00 / Day
Halfway House -Substance Abuse			\$46.00 / Day
Halfway House for Co-Occurring Disorders - Substance Abuse			\$46.00 / Day
Halfway House Services for Women with Dependent Children			\$63.00 / Day
Halfway House Services for Pregnant & Post-Partum Women			\$117.00 / Day
Non-Medical Detoxification Services -Substance Abuse			\$82.00 / Day
Screening and Referral - Substance Abuse			\$25.32 / Event
Screening and Referral - Mental Health			\$25.32 / Event
Screening and Referral - Co-Occurring			\$25.32 / Event
Case Management - Substance Abuse			\$16.38 / 15 Min
Case Management - Mental Health			\$16.38 / 15 Min
Consultation -Substance Abuse			\$7.00 / 15 Min
Customer Follow-Up - Substance Abuse			\$0.83 / 1 Min
Customer Follow-Up - Mental Health			\$0.83 / 1 Min
Crisis Intervention Face to Face - Mental Health			\$27.86 / 15 Min
Crisis Intervention Face to Face - Mental Health (Licensure Candidate)			\$25.07 / 15 Min
Crisis Intervention Face to Face -Substance Abuse			\$27.86 / 15 Min
Crisis Intervention Face to Face -Substance Abuse (Licensure Candidate)			\$25.07 / 15 Min
Crisis Intervention Telephone - Mental Health			\$19.50 / 15 Min
Crisis Intervention Telephone - Substance Abuse			\$19.50 / 15 Min
Individual Rehabilitative Treatment — Mental Health			\$15.20 / 15 Min
Individual Rehabilitative Treatment — Substance Abuse			\$15.20 / 15 Min
Group Rehabilitative Treatment — Mental Health			\$4.22 / 15 Min
Group Rehabilitative Treatment — Substance Abuse			\$4.22 / 15 Min

Description of ODMHSAS Services	Current Rates	Proposed Rates	Additional Services with Proposed Rate
Community Recovery Support / Recovery Support Specialist — Mental Health (Outpatient)			\$9.75 / 15 Min
Community Recovery Support / Recovery Support Specialist — Substance Abuse (Outpatient)			\$9.75 / 15 Min
Community Recovery Support / Recovery Support Specialist — Substance Abuse (Group)			\$1.45 / 15 Min
Community Recovery Support / Recovery Support Specialist — Mental Health (Group)			\$1.45 / 15 Min
Community Recovery Support / Recovery Support Specialist — Mental Health (Telephone)			\$0.65 / 1 Min
Community Recovery Support / Recovery Support Specialist — Substance Abuse (Telephone)			\$0.65 / 1 Min
Treatment Team Meeting — Substance Abuse			\$7.00 / 15 Min
Court Related Services — Substance Abuse			\$13.75 / 15 Min
Court Related Services — Mental Health			\$13.75 / 15 Min
Behavioral Health Service Plan Development Moderate Complexity — Mental Health			\$135.08 / Event
Behavioral Health Service Plan Development Moderate Complexity — Substance Abuse			\$138.08 / Event
Behavioral Health Service Plan Development Moderate Complexity — Mental Health (Licensure Candidate)			\$121.57 / Event
Behavioral Health Service Plan Development Moderate Complexity — Substance Abuse (Licensure Candidate)			\$121.57 / Event
Behavioral Health Service Plan Development Low Complexity — Mental Health			\$84.48 / Event
Behavioral Health Service Plan Development Low Complexity — Substance Abuse			\$84.48 / Event
Behavioral Health Service Plan Development Low Complexity — Mental Health (Licensure Candidate)			\$76.03 / Event
Behavioral Health Service Plan Development Low Complexity — Substance Abuse (Licensure Candidate)			\$76.03 / Event



Item #4.A

**OKLAHOMA BOARD OF CORRECTIONS
REGULAR MEETING MINUTES**

- | | | |
|----------------------|--|---------------------------|
| ITEM | | PRESENTER |
| 1. Call to Order | | Frank X. Henke, IV, Chair |
| Pledge of Allegiance | | |
| Roll Call | | |

Chair Henke called the regular meeting of the Oklahoma Board of Corrections (BOC) to order at 1:00 PM on Wednesday, February 13, 2019, at the Oklahoma Department of Corrections (ODOC), 3400 North Martin Luther King Avenue, in Oklahoma City, Oklahoma.

The meeting was preceded by advance notice of the date, time, and place, filed with the Oklahoma Secretary of State on October 31, 2018. 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 9:30 AM on Tuesday, January 15, 2019, at the principal office of the ODOC, located at 3400 North Martin Luther King Avenue in Oklahoma City, Oklahoma.

Chair Henke then led the meeting attendees in reciting the pledge of allegiance to the United States Flag. After the pledge, he asked the clerk to call the roll:

Kevin J. Gross	Present	Adam Luck	Present
Gene Haynes	Present	Dianne Owens	Present
Frank X. Henke, IV	Absent	Michael W. Roach	Present
John T. Holder	Present		

Calling of the roll reflected a quorum was present.

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|----|---|---------------------------|
| 2. | Approval of Board of Corrections Regular Meeting Minutes for January 16, 2019 | Frank X. Henke, IV, Chair |
|----|---|---------------------------|

Chair Henke stated the BOC had previously received the regular meeting minutes from January 16, 2019, for review and he would entertain a motion to approve. A copy of the meeting minutes was included in the BOC Packet for February 13, 2019.

Motion: Mr. Holder made a motion to approve the minutes and Mr. Luck seconded the motion. The results of the roll call were: Mr. Gross – yes; Mr. Haynes – yes; Mr. Henke – abstain; Mr. Holder – yes; Mr. Luck – yes; Ms. Owens – yes; Mr. Roach - yes

The minutes were approved by majority vote. There was no further discussion.

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|----|---|---------------------------------|
| 3. | Operations Update | Scott Crow, Chief of Operations |
| | ▪ Construction/Maintenance Bond Projects Update | |

- Offender Management System Project Update

Emergency Purchases in accordance with 61 O.S. § 130

- To repair a leak in a hot water line at the Oklahoma City Community Corrections Center

"The chief administrative officer of a public agency with a governing body shall notify the governing body within ten (10) days of the declaration of an emergency if the governing body did not approve the emergency. The notification shall contain a statement of the reasons for the action, and shall be recorded in the official minutes of the governing body." 61 OS § 130

Mr. Crow provided an update on the current status of construction and maintenance projects which were authorized after passage of SB 1590 and funding of \$116.5 million in bonds issued by the Oklahoma Capitol Improvement Authority. Construction and Maintenance unit has initiated several projects and they are currently underway at several locations. Mr. Crow noted most of the projects will utilize inmate labor which will greatly reduce the overall costs associated with certain projects. Staff are diligently monitoring the projects and he will continue to provide updates to the BOC on a regular basis.

The Offender Management System (OMS) project is in the first stage of completion. \$4.8 million was set aside for the project and team has been initiated for oversight of the project. Mr. Crow noted that Microsoft was awarded the project and the team is reviewing the scope of work.

Mr. Crow also notified the BOC of an emergency purchase authorization by Director Allbaugh to repair a leak in a domestic hot water line that provided heated water to the administration building and inmate housing unit at the Oklahoma City Community Corrections Center. Until repairs were made, hot water was not available to those areas of the facility. The estimated cost of the repairs was \$5,000 - \$7,000.

4. Inmate/Offender Population Update

Laura Pitman, Ph.D., Director
Population, Programs, and
Strategic Planning

Approval of Resolution Recognizing Retirement of Lesia Miser, Director of Classification and Population

Dr. Pitman provided the agency's population update as of January 31, 2019. A copy of the update was included in the BOC Packet for February 13, 2019. There was no further discussion.

Dr. Pitman then requested the approval of a resolution honoring and congratulating Ms. Lesia Miser on her retirement from the ODOC. Chair Henke stated the BOC had previously received a copy of the resolution for review and he would entertain a motion to approve. A copy of the resolution was included in the BOC Packet for February 13, 2019.

Motion: Mr. Holder made a motion to approve the resolution as presented and Mr. Luck seconded the motion. The results of the roll call were: Mr. Gross – yes; Mr. Haynes – yes; Mr. Henke – yes; Mr. Holder – yes; Mr. Luck – yes; Ms. Owens – yes; Mr. Roach – yes.

The resolution was approved by majority vote. Ms. Miser thanked the BOC members, Director Allbaugh, and Dr. Pitman as well as other staff for their support during her career. There was no further discussion.

5. Budget Updates Ashlee Clemmons, Director
Business Services
- Monthly FY 2019 Oklahoma Department of Corrections Budget
 - Quarterly FY 2019 Canteen Operations Budget (October 1 – December 31, 2018)

Ms. Clemmons provided the agency's FY 2019 budget update as of December 31, 2019, as well as the FY 2019 Canteen Operations budget for the second quarter. A copy of the budget updates was included in the BOC Packet for February 13, 2019. There was no further discussion.

6. Approval of Board of Corrections Policies and Procedures: Penny Lewis, Director
Auditing and Compliance
- P-010100, System of Manuals, Handbooks and Monitoring Procedures
 - P-060100, Classification and Case Management of Inmates/Offenders
 - P-090100, Provisions of Programs

Ms. Lewis presented for BOC approval the policies noted on the agenda, noting that the policies only contained minor wording changes which did not affect the intent of the policy. Chair Henke stated the BOC had previously received a copy of the policies, including the recommended revisions, and he would entertain a motion to approve. A copy of the policies was included in the BOC Packet for February 13, 2019.

Motion: Mr. Holder made a motion to approve the policies as presented and Mr. Haynes seconded the motion. The results of the roll call were: Mr. Gross – yes; Mr. Haynes – yes; Mr. Henke – yes; Mr. Holder – yes; Mr. Luck – yes; Ms. Owens – yes; Mr. Roach – yes.

The policies were approved by majority vote. There was no further discussion.

7. FY 2019 Internal Financial Audit Quarterly Update Patrick Donnelly, Auditor
Auditing and Compliance
- July 1, 2019 – September 30, 2019
 - October 1, 2019 – December 31, 2019

Mr. Donnelly provided the Internal Financial Audit updates for the first and second quarter of FY 2019, explaining findings and corrective actions taken. A copy of the update was included in the BOC Packet for February 13, 2019. There was no further discussion.

Director Allbaugh left the meeting at 1:27 PM.

8. Public Safety Forum Update

Jessica Brown, Director
Communications

Adam Luck, Member
Board of Corrections

Ms. Brown provided an update on the outcome of the Public Safety Forum which the agency hosted on January 23, 2019. She noted the various topics discussed during the forum and Mr. Luck advised of his involvement as a topic presenter. Mr. Luck and Ms. Brown were in agreement that the forum be conducted annually as an information session for lawmakers prior to the legislative session. Both also noted the positive feedback received from other participants and attendees.

Ms. Brown also noted the ribbon cutting ceremony for The Last Mile Program at the Mabel Bassett Correctional Center was held on February 11, 2019. The program will teach computer coding skills to inmates for successful reentry and is entirely funded by The Last Mile, The Chan Zuckerberg Initiative, The George Kaiser Family Foundation and The Lobeck Taylor Family Foundation. Special guests at the ceremony included Stanley "MC Hammer" Burrell and Governor Kevin Stitt. She noted that there is already interest in expanding the program to other facilities with the ODOC.

There was no further discussion.

9. Legislative Update

Jessica Brown, Director
Communications

Ms. Brown provided a legislative status update of ODOC initiatives as well as an update on other initiatives which the agency is monitoring. There was no further discussion.

10. Committee Reports

Committee Chairs

Standing Committees:

- Audit/Finance – Chair Todd Holder, Members Kevin Gross and Frazier Henke
The committee met on February 12, 2019, to discuss the items presented for the meeting this date. There was no further discussion.
- Criminal Justice Reform – Chair Adam Luck, Members Gene Haynes and Dianne Owens
The committee met on February 12, 2019, to discuss the items presented for the meeting this date. The committee also discussed the governor's public safety committee which is scheduled to meet monthly and to which Mr. Luck has been appointed. There was no further discussion.
- Population/Private Prisons – Chair Michael Roach, Members Todd Holder and Adam Luck
The committee did not meet. There was no further discussion.
- Public Policy/Affairs – Chair Gene Haynes, Members Kevin Gross and Dianne Owens

The committee met on February 12, 2019, to discuss the items presented for the meeting this date. Committee noted their concerns about one legislative initiative which will shift transport of inmates by the county after sentencing to transport by the ODOC. There was no further discussion.

- Executive – Chair Frazier Henke, Members Todd Holder and Michael Roach
The committee met on January 29, 2019, to review and set the agenda for the meeting this date. There was no further discussion

11. New Business Frank X. Henke, IV, Chair
There was no new business to discuss.

12. Announcements Frank X. Henke, IV, Chair
There were no announcements.

13. Approval to Enter into Executive Session David Cincotta, General Counsel
Pursuant to 25 O.S. § 307.B.4. for confidential communications between a public body and its attorney concerning the pending investigation and litigation of the items listed below if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to conduct a pending investigation, litigation, or proceeding in the public interest.

- Homicide of inmate Anthony Palma #122394 at the Oklahoma State Penitentiary (case number IG 19-0011)

Mr. Cincotta advised the item listed on the agenda would require adjournment to Executive Session for engaging in confidential communications between the BOC and its attorney. He recommended Chair Henke entertain a motion to enter into executive session.

Motion: Mr. Roach made a motion to enter into Executive Session and Mr. Holder seconded the motion. The results of the roll call were: Mr. Gross – yes; Mr. Haynes – yes; Mr. Henke – yes; Mr. Holder – yes; Mr. Luck – yes; Ms. Owens – yes; Mr. Roach – yes.

By majority vote, the BOC entered into Executive Session at 1:47 PM.

14. Approval to Return from Executive Session David Cincotta, General Counsel
The BOC returned to the meeting room at 2:14 PM and Mr. Cincotta advised the BOC of the approval needed to return from Executive Session.

Motion: Mr. Roach made a motion to return from Executive Session and Mr. Holder seconded the motion. The results of the roll call were: Mr. Gross – yes; Mr. Haynes – yes; Mr. Henke – yes; Mr. Holder – yes; Mr. Luck – yes; Ms. Owens – yes; Mr. Roach – yes.

The return was approved by majority vote and the meeting resumed at 2:14 PM.

15. Approval to Adjourn Meeting Frank X. Henke, IV, Chair

There being no further business to come before the BOC, Chair Henke requested a motion to adjourn the meeting.

Motion: Mr. Haynes made a motion to adjourn and Mr. Roach seconded the motion. The results of the roll call were: Mr. Gross – yes; Mr. Haynes – yes; Mr. Henke – yes; Mr. Holder – yes; Mr. Luck – yes; Ms. Owens – yes; Mr. Roach – yes.

The adjournment was approved by majority vote and the meeting ended at 2:15 PM.

Submitted to the Board of Corrections by:

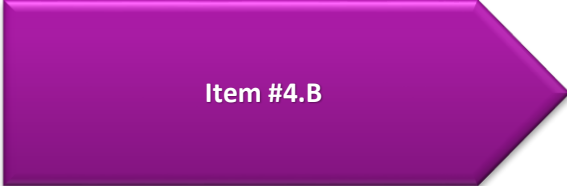
Kimberley Owen, Minutes Clerk

Date

I hereby certify that these minutes were duly approved by the Board of Corrections on June 12, 2019, in which a quorum was present and voting.

Board of Corrections Member Signature

Printed Name



Item #4.B

**OKLAHOMA BOARD OF CORRECTIONS
REGULAR MEETING MINUTES**

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| ITEM | | PRESENTER |
| 1. Call to Order | | Joe M. Allbaugh, Director |

Pledge of Allegiance

Roll Call

Director Allbaugh called the regular meeting of the Oklahoma Board of Corrections (BOC) to order at 9:00 AM on Wednesday, May 15, 2019, at the Oklahoma Department of Corrections (ODOC), 3400 North Martin Luther King Avenue, in Oklahoma City, Oklahoma.

The meeting was preceded by advance notice of the date, time, and place, filed with the Oklahoma Secretary of State on October 31, 2018. An amended meeting notice changing the time was posted with the Oklahoma Secretary of State on May 1, 2019. 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 3:40 PM on Monday, May 13, 2019, at the principal office of the ODOC, located at 3400 North Martin Luther King Avenue in Oklahoma City, Oklahoma.

Director Allbaugh then led the meeting attendees in reciting the pledge of allegiance to the United States Flag. After the pledge, he asked the clerk to call the roll:

Betty Gesell	Present	Michael W. Roach	Present
Joseph Griffin	Present	T. Hastings Siegfried	Present
Steven Harpe	Present	Rodney Thornton	Present
Reginald Hines	Present	Daryl Woodward	Present
Dr. Kathryn LaFortune	Present		

Calling of the roll reflected a quorum was present. Director Allbaugh addressed the members, welcoming and thanking them for serving on the BOC. He noted his length of time with the ODOC as well as his observations during his tenure of the agency's issues with staffing, inmate/offender population, infrastructure and maintenance. Director Allbaugh advised the members that the BOC meetings for the remainder of the year would be held at this location but would begin rotating to the various facilities in January 2020.

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| 2. | Introduction of Board of Corrections Members | All Members |
| | Director Allbaugh asked that all members introduce themselves, detailing their professional backgrounds. | |
| 3. | Oklahoma Board of Corrections | David Cincotta, General Counsel |

- A. Discussion and review of P-010200, Operating Procedures⁴¹ and Policies for the Oklahoma Board of Corrections
- B. Summary of Open Meeting Act Requirements for the Oklahoma Board of Corrections

Mr. Cincotta introduced himself to the members, providing an overview of his unit and responsibilities. An organization chart was included in the BOC Packet for May 15, 2019.

- A. Mr. Cincotta discussed P-010200 which is the policy outlining the responsibilities of the BOC. A copy of the policy was included in the BOC Packet for May 15, 2019. He noted policy amendments which will include the recent passage of HB 2480, increasing the BOC from seven (7) members to nine (9) and removing their appointment of the director of Corrections. Mr. Cincotta noted a list was provided to the BOC of statutes which outline the powers and duties of the BOC. A copy of the list was included in the BOC Packet for May 15, 2019. There was no further discussion on this item.
- B. Mr. Cincotta discussed the Open Meeting Act requirements in accordance with O.S. 25 §§ 301-314. BOC members had questions regarding liability for members with Mr. Cincotta responding accordingly. There was no further discussion on this item.

Director Allbaugh requested a 10-minute recess at 10:05 AM. The meeting resumed at 10:15 AM with Director Allbaugh introducing and welcoming Mr. Chip Keating, Cabinet Secretary of Public Safety. Secretary Keating greeted the BOC members and other attendees, noting he was attending on behalf of Governor J. Kevin Stitt. Secretary Keating discussed the goals of Governor Stitt for the agency and how they hope to address the various needs of ODOC such as infrastructure, pay raises, etc. He noted several upcoming meetings scheduled with staff to address the various goals of the governor. Secretary Keating also spoke of the recently-created partnership with the Oklahoma Pardon and Parole Board for ODOC to assist with parole investigations.

There was no further discussion on this item.

- 4. Operations Update Scott Crow, Chief of Operations
 - A. Bond Projects
 - B. Offender Management System

Before providing information on his area, Mr. Crow acknowledged several staff present in the audience: Millicent Newton-Embry, director of Region I; Ryan Kinsey, acting director of Region II; James Rudek, interim director of Region III; Kevin Duckworth, director of Probation and Parole Services; Greg Williams, deputy chief of Operations; Johnny Blevins, director of Fugitive Apprehensions and Investigations; Jeff Dunkin, warden of Kate Barnard Correctional Center; Aboutanaa El Habti, warden of Mabel Bassett Correctional Center; David Stenhouse, director of Security Threats Intelligence; and Ashlee Clemmons, director of Business Services.

Mr. Crow introduced himself, stating that the chief of Operations has functional oversight of many facets of the agency, as well as reviewer and advisor to the director. He also provided an overview of his area of responsibilities; an organization chart for his area was included in the BOC Packet for May 15, 2019.

Mr. Crow then discussed the following agenda items with the BOC members:

- A. Governor Stitt approved SB 1590 on May 10, 2018, which authorized the Oklahoma Capitol Improvement Authority to issue \$116.5 million in bonds for the ODOC to finance maintenance, repairs, equipment, and improvements of existing correctional facilities. Mr. Crow noted there are 102 projects addressed by the bond and they will be completed within three different phases. Projects range from HVAC systems, to building upgrades, to electrical upgrades. He identified several projects which have been completed and several that are ongoing. Mr. Crow stated the next project beginning soon is the roofing project at the Mabel Bassett Correctional Center. BOC members had several questions about the bond with staff responding to their inquiries. There was no further discussion on this item.

- B. The Offender Management System (OMS) contains the digital record of all information related to the inmate's incarceration or supervision. Mr. Crow noted the current OMS is over thirty years old and the program is quickly losing compatibility with modern technology. OMES Information Technology staff and ODOC are working together to replace the system. In addition, the agency is also faced with replacing outdated computers throughout the agency which affects security needs such as video cameras and fencing. BOC members recommended creation of a standing BOC committee for technology and systems oversight. There was nothing further to discuss on this item.

Director Allbaugh requested a 2-hour recess at 11:03 AM to allow the BOC members to tour the Kate Barnard Correctional Center and have lunch; however, no business would be conducted during the tour or lunch. The meeting resumed at 1:00 PM.

5. Inmate/Offender Population Update

Laura Pitman, Ph.D., Director
Population, Programs and Strategic Planning

Dr. Pitman introduced herself to the BOC members, and provided an overview of her area of responsibility. An organization chart for her area was included in the BOC Packet for May 15, 2019.

- A. Dr. Pitman provided the population update as of April 30, 2019. A copy of the update was included in the BOC Packet for May 15, 2019. Dr. Pitman noted the decrease in the incarcerated grand total being attributed to the increase of the number of inmates moving to the Global Positions Satellite System (GPS) program as well as from the passage of SQ 780. BOC members inquired about several aspects of the inmate/offender population update with Dr. Pitman responding to their inquiries. There was nothing further to discuss on this item.

6. Budget Update

Ashlee Clemmons, Director
Business Services

A. Monthly FY 2019 Oklahoma Department of
Corrections Budget

Ms. Clemmons introduced herself and provided an overview of her areas of responsibility. An organization chart for her area was included in the BOC Packet for May 15, 2019.

A. Ms. Clemmons discussed the FY2019 Budget Work Program (BWP), explaining each funding source. A copy of the BWP was included in the BOC Packet for May 15, 2019. BOC members inquired about the products sold through the Oklahoma Correctional Industries, the lease for the North Fork Correctional Center, and overtime expenditures with Ms. Clemmons responding to their questions. There was no further discussion on this item.

7. Health Services Update

Clint Castleberry, Director
Health Services

A. Hepatitis C Treatment

Mr. Castleberry provided an overview of Health Services; an organization chart for his area was included in the BOC Packet for May 15, 2019.

A. Mr. Castleberry noted that as of September 2018, ODOC has identified 3,107 inmates with the Hepatitis C antibody and the costs associated with treatment. BOC members asked about the identification of inmates who require treatment, federal requirements of treatment, and ramifications of the treatment on the inmate population with Mr. Castleberry providing responses. There was no further discussion on this item.

8. Probation and Parole Services Update

Kevin Duckworth, Director
Probation and Parole Services

A. Community Sentencing

Mr. Duckworth provided information on his areas of responsibility for Probation and Parole Services which includes Community Sentencing and interstate compact for probation supervision. An organization chart for his area was included in the BOC Packet for May 15, 2019.

A. Mr. Duckworth spoke briefly about Community Sentencing. BOC members had several questions about other aspects of probation and parole with Mr. Duckworth responding to each question. There was no further discussion on this item.

9. Legislative Update

Jessica Brown, Director
Communications

Ms. Brown introduced herself to the BOC, providing background of her career prior to and since joining the agency. She then provided information about her areas of responsibility within the agency. An organization chart was included in the BOC Packet for May 15, 2019.

Ms. Brown provided an update on the agency's legislative initiatives and their status at the end of session. She also noted the passage of several initiatives which will impact the agency. There was no further discussion.

10. New Business
There was no new business. Joe M. Allbaugh, Director
11. Announcements
There were no announcements Joe M. Allbaugh, Director
14. Approval to Adjourn Meeting
No vote was taken; the meeting was adjourned at 2:52 PM. Joe M. Allbaugh, Director

Submitted to the Board of Corrections by:

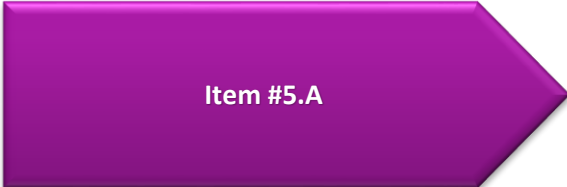
Kimberley Owen, Minutes Clerk

Date

I hereby certify that these minutes were duly approved by the Board of Corrections on June 12, 2019, in which a quorum was present and voting.

Board of Corrections Member Signature

Printed Name



Item #5.A

SHARON L. MCCOY

OBJECTIVE: To progress in my career in the Oklahoma Department of Corrections by improving my skills and furthering my education so that I may continue to be an asset to the Department.

EDUCATION: Eufaula High School, Eufaula, Oklahoma
Graduated – 05/73

Connors State College, Warner, Oklahoma
53 Hours, 1976-1978

Eastern Oklahoma State College, Wilburton, Oklahoma
Associate of Science – May 15, 1998

Southeastern Oklahoma State University, Durant, Oklahoma
Bachelor of Arts – May 13, 2000

EMPLOYMENT: Jess Dunn Correctional Center
Interim Warden, April 1, 2019 to Present

Eddie Warrior Correctional Center, Taft, Oklahoma
Warden, November 1, 2012 to April 1, 2019

Lexington Assessment and Reception Center, Lexington, Oklahoma
Interim Warden, August 2012 to October 2012

Eddie Warrior Correctional Center, Taft, Oklahoma
Deputy Warden, June 2011 to August 2012

John E. Lilley Correctional Center
Interim Deputy Warden, January 2011 to June 2011

Jackie Brannon Correctional Center
Unit Manager, September 2002 to May 2009

Oklahoma State Penitentiary, McAlester, Oklahoma
Senior Case Manager, October 1995 to September 2002
Correctional Counselor, December 1993 to October 1995
Correctional Officer II, December 1991 to December 1993
Correctional Officer I, October 1981 to December 1991

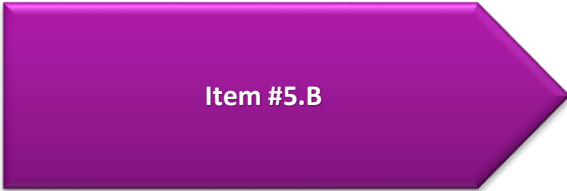
PROFESSIONAL TRAINING:

Correctional Officer Cadet Training
Jess Dunn Correctional Center
Taft, Oklahoma 74463
Graduated – 1981

Correctional Case Management Training, November 1995
Affirmative Action Chairman, 1994
Honor Guard Training, 1992
Drill Instructor Training, 1992

SPECIAL RECOGNITIONS:

Letter of Appreciation from Ron Ward, Regional Director, 2000
Employee of the Year, 1995



Item #5.B

Natalie M. Cooper

EXPERIENCE

- Conduct on – site facility reviews and audits of records, files and other documents pertaining to contractual agreements and programs; observe work activities of facility/county jails/detention centers; analyzes and evaluates operations, administration, and programs under the jurisdiction and scope of related contracts; notify facilities of deficiencies identified, and take corrective action as appropriate.
- Monitor the operational and/or administrative aspects of correctional facilities in the areas of security and custodial care, classification, food service, health services, physical plant maintenance, inmate programmatic activities, religious activities, education, laundry, mail, canteen, and correctional industries. Provide guidance and information for applications of laws, rules and regulations pertaining to operation of a correctional institution. Monitored and observed as facilities developed, implemented, and applied department policies and procedures to ensure compliance with statutory and regulatory agencies.

EMPLOYMENT

Interim Warden I, Eddie Warrior Correctional Center – Minimum Security 4/2019 – Present

Responsible for the overall operational and administrative functions of a correctional facility which includes security and custodial care, classification, food service, health services, physical plant maintenance, inmate programmatic activities, religious activities, education, laundry, mail, canteen, correctional industries, and agri-services. Ensures facility compliance with department policies and procedures; participates in the development, implementation and application of department policies and procedures to ensure compliance with statutory and applicable regulatory agencies; responsible for interpretation and application of laws, rules and regulations pertaining to operation of a correctional facility. Provides facility operational oversight to ensure all security, administrative, and programmatic functions are being carried out effectively, efficiently, and in accordance with department guidelines. Manages the budget, staff, and physical resources. Provides oversight to contract service providers as appropriate. Serves as a public relations contact for EWCC as needed/required.

Deputy Warden III, OK DOC, Oklahoma State Penitentiary – Maximum Security 4/2017 – March 31, 2019

Responsible for secondary accountability of the operational and administrative aspects of the correctional facility. Assists the warden in a variety of correspondence, reports, and recommendations concerning the facility's programs to departmental officials. Assists the warden in managing staff and other resources. Provides guidance and information as approved by the warden relating to the interpretation, applications of laws, rules and regulations pertaining to operation of a correctional institution; assists the warden in developing, implementing, and applying department policies and procedures to ensure compliance with statutory and applicable regulatory agencies. Serves as a public relations contact for the facility as needed/required. Serves as the facility Prison Rape Elimination Act Compliance Manager, provide oversight to segregated housing units to include death row inmates and administrative segregation.

Deputy Warden II, OK DOC, Lexington Assessment and Reception Center – Medium Security 7/2016 - 4/2017

Responsible for secondary accountability of the operational and administrative aspects of a correctional facility which include, security and custodial care, classification, food service, health services, physical plant maintenance, inmate programmatic activities, religious activities, education, laundry, mail,

canteen, correctional industries, and agri-services. Assists the warden in a variety of correspondence, reports, and recommendations concerning the facility's programs to departmental officials. Serves as the primary assistant to the Warden in managing the staff and other resources. Provides guidance and information as approved by the Warden relating to the interpretation, applications of laws, rules and regulations pertaining to operation of a correctional institution; assists the warden in developing, implementing, and applying department policies and procedures to ensure compliance with statutory and applicable regulatory agencies. Provides oversight to contract service providers. Serves as a public relations contact for the facility as needed/required.

**Contract Monitor Specialist, Private Prison and Jail Administration, OK DOC
8/2012 – 7/2016**

Establish monitoring systems to ensure deadlines are met, objectives and tasks completed, and deficiencies are corrected; prepares written reports and recommendations for internal department review; conducts investigations of unusual occurrences as needed. Provides professional advice and guidance to local officials and staff to ensure proper management of programs and to improve practices and techniques. Responsible for ensuring terms of contracts are followed in order to provide a safe secure, effective , and efficient facility; advises the contract facility of the required standards for safety, security, programs, and facility appearance as outlined in the contractual agreement. Coordinates appropriate training for vendors. Monitored Lawton Correctional Facility (medium), Cimarron Correctional Facility (medium), Jefferson County Detention Center (minimum), and Comanche County Detention Center (medium).

**Correctional Chief of Security I, OK DOC, Clara Waters Community Corrections Center
7/2008 – 8/2012**

Prepare and submit weekly, bi-weekly, monthly, quarterly, and semi-quarterly reports to the appropriate entity in timely fashion. Conduct monthly lieutenant meetings to discuss effective as well as ineffective processes. Mentor and develop correctional security staff to ensure career progression. Issue memorandums and directives to staff and offenders. Direct the overall security operation of the facility. Supervise and schedule the daily tasks of correctional Security officers. Perform disciplinary measures for correctional security staff to include letters of concern, letters of reprimand. Refine and implemented new procedures for the effectiveness of the facility. Participated on Community Correctional Center, Security Audits as well as halfway house audits as appointed by the Administrator of Community Corrections. Organize shakedowns of offenders, living quarters, and the facility. Served as chair and board member during the interview process. Conduct sanitation inspections for the facility. Assist in the establishment of a new facility and district.

**Correctional Chief of Security I, OK DOC, Oklahoma City Community Corrections Center
9/2005 – 7/2008**

Prepare and submit weekly, bi-weekly, monthly, quarterly, and semi-quarterly reports to the appropriate entity in timely fashion. Conduct monthly Sergeant Meetings to discuss effective as well as ineffective processes. Mentor and develop correctional security staff to ensure career progression. Issue memorandums and directives to staff and offenders. Direct the overall security operation of the facility. Supervise and schedule the daily tasks of correctional Security officers. Perform disciplinary measures for correctional security staff to include letters of concern, letters of reprimand. Refine and implemented new procedures for the effectiveness of the facility. Participated on Community Correctional Center, Security Audits as well as halfway house audits as appointed by the Administrator of Community Corrections. Served as Team Leader for the Basic Duty Uniform, Process Action Team. Served as facilitator for the Escapes Process Action Team. Served as Co – Chair of the Scholarships department of the 2007, Oklahoma Correctional Association Conference. Organize shakedowns of offenders, living quarters, and the facility. Served as chair and board member during the interview process.

**Correctional Security Officer IV, OK DOC, Lawton Community Corrections Center (LCCC)
4/2004 - 09/2005**

Direct the overall security operations of the 0700 - 1500 shift. Supervise the work of subordinate staff. Make daily inspections and conduct periodic staff meetings to discuss security issues. Counsel subordinates on corrective discipline procedures. Direct shakedowns, Fire Drills, and other emergency drills in accordance to DOC Policy. Act as Chief of Security in his absence as appointed. Knowledgeable of prison management, the use and care of firearms, and community relations. Respond quickly and sufficiently to emergency situations. Actively involved in the process of offender consolidated record cards, detainers, job assignments, discharges/releases, state wide movements/CTU, offender transfers, receptions, GPS, paroles, and offender daily count. Familiar with contacting law enforcement agencies, and department staff, and general public inquiries of offender movement. Completed offender disciplinary procedures training. Has a high level of organizational skills.

Correctional Security Officer III, OK DOC, Lawton CCC	9/2003 – 4/2004
Correctional Security Officer II, OK DOC, Lawton CCC	7/2002 – 9/2002
Correctional Security Officer I, OK DOC, Lawton CCC	1/2002 – 9/2002

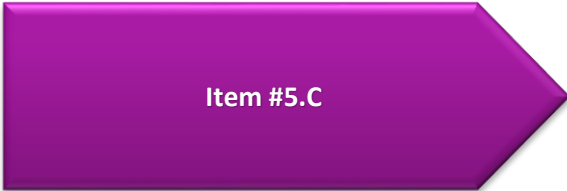
Conduct counts accurately and timely, transport offenders, use of restraints/use of force, recognize rule violations, prepare offense reports, exercise the use of urinalysis/breathalyzers properly and according to DOC policy, take an active role in offender disciplinary process, completes inspections required on shift, conduct a roving patrol required by post orders. Control keys, restraints, and sharps. Initiate and document searches. Identify contraband according to DOC policy, know and understand escape procedures. Guide and direct offenders to ensure the task is completed 100% of the time. Use of proper phone and radio communications, documentation of log books are completed properly during each assigned shift. Maintain a working relationship with the public, other employees and the offenders. Maintain proper appearance and conduct myself in a professional manner.

EDUCATION/CERTIFICATION

- High School Diploma, Lawton Senior High School 5/1996
- Correctional Security Officer Pre-Service Training, OK DOC 4/2002
- Search and Seizure, Council on Law Enforcement and Education Training 6/2003
- Training for Trainers, OK DOC 12/2004
- Quality Awareness, Teams, Tools, Techniques, OK DOC 6/2006
- Facilitation Skills, OK DOC 7/2006
- **Bachelors of Science, Criminal Justice Management and Ethics Management, Mid America Christian University 5/2007**
- CLEET – Peace Officer Training, OK DOC 6/2007
- Oleo Resin Capsicum Instructor (OC Spray), OK DOC 12/2007

PROFESSIONAL MEMBERSHIPS/HONORS AND AWARDS

- Correctional Officer Supervisor of the Year, Agency, OK DOC 2005
- Making the Difference –Quality Assurance, OK DOC 2007
- Outstanding Criminal Justice Research Project, Mid – America Christian University 2007



Item #5.C

EDUCATION

COLLEGE

Mid-America Christian University

Oklahoma City, Oklahoma

Completing Bachelor of Arts Degree, March 2020

Major: Criminal Justice

Minor: Ethics

PROFESSIONAL EXPERIENCE

Interim Warden (Jim E. Hamilton Correctional Center)

May 15, 2019 – Present

In this role I assume primary responsibility for facility operations which includes security and custodial care, classification, food service, health services, physical plant maintenance, inmate programmatic activities, religious activities, education, laundry, mail and canteen. I provide facility operational oversight to ensure all security, administrative, and programmatic functions are being carried out effectively, efficiently, and in accordance with department guidelines.

Deputy Warden (Howard McLeod Correctional Center)

Aug. 2017 – May 2019

In this position, I was responsible for secondary accountability of the operational and administrative aspects of the facility to include security and custodial care, classification, food service, physical plant, maintenance, programs, religious activities, laundry, mail, and canteen. I assisted the Warden in preparing a variety of correspondence and reports. I assisted the Warden in areas relating to the interpretation and application of laws, rules, and regulations pertaining to the operation of a correctional facility. I provided oversight to contract service providers as appropriate along with developing areas within the facility for programmatic growth. Served as facility head in the absence of the Warden and assumed primary responsibility of overall facility operations. Served as acting Deputy Warden of Operations at the Oklahoma State Penitentiary from Sept. of 2018 until December of 2018.

Chief of Security II (Howard McLeod Correctional Center)

Mar. 2013 – Aug. 2017

In this position, I planned, directed and administered the overall security operations of the facility as well as supervised the work of subordinate security staff. Issued directives, memoranda, and other information to subordinate personnel. Conducted tours of all units to evaluate efficiency and operations to insure sound correctional practices were adhered to. Coordinated the activities of the facility Correctional Emergency Response Team (CERT) to insure appropriate response during facility or departmental emergencies. Served as liaison to outside law enforcement entities and coordinated with them during emergencies. Served as a duty officer on a rotating basis with responsibilities for the management of the institution. Served as acting Deputy Warden and facility head during their absence.

Captain (Mack H. Alford Correctional Center)

Sept. 2010 – Mar. 2013

In this position, I assumed primary responsibility for the supervision of correctional officers on each shift to which I was assigned. I was responsible for enforcing compliance with agency and facility administrative directives. Further, I made recommendations to the Chief of Security on matters pertaining to the safe operation of the facility and strived to initiate or develop improvements to established security practices. I served as facility CERT Commander and served as acting Chief of Security. I was selected as MACC's Correctional Supervisor of the Year in 2011.

Lieutenant (Mack H. Alford Correctional Center)

September 2005 – September 2010

In this position, I assumed secondary responsibility for the supervision of correctional officers. I acted in support of the primary shift supervisor and maintained time sheets of correctional officers assigned to my shift. I served as facility investigator and was custodian of contraband and evidence confiscated at the facility. I also prepared investigative reports and correspondence for the Chief of Security. I served as facility CERT Co-Commander as well and was selected as MACC's Correctional Supervisor of the Year in 2009.

Sergeant (Mack H. Alford Correctional Center)

July 1998 – Sept. 2005

Responsible for overseeing the security of the medium security housing units and supervised subordinate correctional officers assigned to the unit. Conducted random shakedowns and pat searches throughout the unit in an effort to control the flow of contraband into the unit. Served as a role model for less experienced officers and gave direction to the offender population. Selected as MACC's Correctional Officer of the Year in 1999.

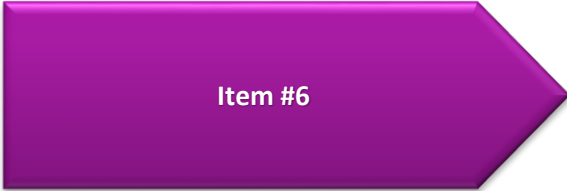
Correctional Security Officer (Mack H. Alford Correctional Center)

Dec. 1995 – July 1998

During this time, I was assigned to various posts on different shifts to include visiting, perimeter, towers, SHU, yard officer, east gate officer, and unit officer. I learned and performed the necessary roles of a correctional officer. During this time, I also served as a Transitional Development Specialist, and was selected as a member of MACC CERT.

SPECIAL TRAINING, KNOWLEDGE, ACCOMPLISHMENTS

- Correctional Leadership Development II, III, & IV
- NIC Peer Training
- CLEET Basic Peace Officer Certification
- CLEET Rifle, Pistol and Shotgun Instructor
- 2011 MACC Correctional Supervisor of the Year
- 2009 MACC Correctional Supervisor of the Year
- 1999 MACC Correctional Officer of the Year



Item #6

JOE M. ALLBAUGH
DIRECTOR



J. KEVIN STITT
GOVERNOR

STATE OF OKLAHOMA

OKLAHOMA DEPARTMENT OF CORRECTIONS
GENERAL SERVICES

March 22, 2019

Ferris Barger,
State Purchasing Director
Central Purchasing Division
Office of Management and Enterprise Services
5005 North Lincoln Blvd., Suite 300
Oklahoma City, OK 73105

Dear Director Barger,

The Department of Corrections (DOC) previously adopted multiple fixed rates that had been established by the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS), pursuant to Title 74, Section 85.7 A., Paragraph 11. The Department of Corrections is hereby submitting this request for OMES/CP approval to adopt the new rates from the Oklahoma Department of Mental Health and Substance Abuse Services. The same rate of compensation and description of services established by the ODMHSAS will be used for contracts entered into by the Department of Corrections using the adopted fixed rates.

The attached table contains a column for the current rates, proposed new rates as established by ODMHSAS, along with additional fixed rates that have been established by the ODMHSAS that DOC would like to adopt as well. These rate changes will become effective July 1, 2019.

Please contact me if you have any questions or need further information.

Sincerely,

A handwritten signature in cursive script that reads "Rita Landers".

Rita Landers,
Director of General Services

3400 MARTIN LUTHER KING AVENUE, PO BOX 11400
OKLAHOMA CITY, OK 73111
405-425-2500
405-425-7344
<http://doc.ok.gov>

Description of ODMHSAS Services	Current Rates	Proposed Rates	Additional Services with Proposed Rate
Behavioral Health Assessment (Non-MD), Mental Health	\$40.87/30 Min	\$103.33/Event	
Behavioral Health Assessment (Non-MD), Substance Abuse	\$30.00/30 Min	\$103.33/Event	
Group Psychotherapy, Mental Health	\$18.57/30 Min	\$9.56/15 Min	
Group Psychotherapy, Substance Abuse	\$16.00/30 Min	\$9.56/15 Min	
Individual Psychotherapy, Mental Health	\$37.15/30 Min	\$19.13/15 Min	
Individual Psychotherapy, Substance Abuse	\$28.00/30 Min	\$19.13/15 Min	
Residential Treatment – Substance Abuse	\$74.00/Day	\$85.00/Day	
Residential Treatment for Women with Dependent Children -Substance Abuse	\$95.00/Day	\$100.00/Day	
Residential Treatment for Adults with Co-Occurring Disorders	\$82.00/Day	\$100.00/Day	
Medical Supervised Detox	\$124.00/Day	\$144.00/Day	
Behavioral Health Assessment (Non-MD), Mental Health (Licensure Candidate)			\$90.41 / Event
Behavioral Health Assessment (Non-MD), Substance Abuse (Licensure Candidate)			\$90.41 / Event
Group Psychotherapy, Licensure Candidate – Substance Abuse			\$8.35 / 15 Min
Group Psychotherapy, Licensure Candidate – Mental Health			\$8.35 / 15 Min
Individual Psychotherapy, Licensure Candidate – Substance Abuse			\$16.71 / 15 Min
Individual Psychotherapy, Licensure Candidate – Mental Health			\$16.71 / 15 Min
Inpatient Medical Detoxification			\$62.00 / Day
Non-Medical Detoxification Services for Women with Dependent Children and Pregnant Women – Substance Abuse			\$94.00 / Day
Halfway House – Substance Abuse			\$46.00 / Day
Halfway House for Co-Occurring Disorders – Substance Abuse			\$46.00 / Day
Halfway House Services for Women with Dependent Children			\$63.00 / Day
Halfway House Services for Pregnant & Post-Partum Women			\$117.00 / Day
Medically Supervised Detoxification Services – Substance Abuse			\$144.00 /Day
Non-Medical Detoxification Services – Substance Abuse			\$82.00 / Day
Screening and Referral - Substance Abuse			\$25.32 / Event
Screening and Referral - Mental Health			\$25.32 / Event
Screening and Referral - Co-Occurring			\$25.32 / Event
Case Management – Substance Abuse			\$16.38 / 15 Min

Case Management – Mental Health			\$16.38 / 15 Min
Consultation – Substance Abuse			\$7.00 / 15 Min
Customer Follow-Up – Substance Abuse			\$0.83 / 1 Min
Customer Follow-Up – Mental Health			\$0.83 / 1 Min
Crisis Intervention Face to Face – Mental Health			\$27.86 / 15 Min
Crisis Intervention Face to Face – Mental Health (Licensure Candidate)			\$25.07 / 15 Min
Crisis Intervention Face to Face – Substance Abuse			\$27.86 / 15 Min
Crisis Intervention Face to Face – Substance Abuse (Licensure Candidate)			\$25.07 / 15 Min
Crisis Intervention Telephone – Mental Health			\$19.50 / 15 Min
Crisis Intervention Telephone – Substance Abuse			\$19.50 / 15 Min
Individual Rehabilitative Treatment – Mental Health			\$15.20 / 15 Min
Individual Rehabilitative Treatment – Substance Abuse			\$15.20 / 15 Min
Group Rehabilitative Treatment – Mental Health			\$4.22 / 15 Min
Group Rehabilitative Treatment – Substance Abuse			\$4.22 / 15 Min
Community Recovery Support / Recovery Support Specialist – Mental Health (Outpatient)			\$9.75 / 15 Min
Community Recovery Support / Recovery Support Specialist – Substance Abuse (Outpatient)			\$9.75 / 15 Min
Community Recovery Support / Recovery Support Specialist – Substance Abuse (Group)			\$1.45 / 15 Min
Community Recovery Support / Recovery Support Specialist – Mental Health (Group)			\$1.45 / 15 Min
Community Recovery Support / Recovery Support Specialist – Mental Health (Telephone)			\$0.65 / 1 Min
Community Recovery Support / Recovery Support Specialist – Substance Abuse (Telephone)			\$0.65 / 1 Min
Treatment Team Meeting – Substance Abuse			\$7.00 / 15 Min
Court Related Services – Substance Abuse			\$13.75 / 15 Min
Court Related Services – Mental Health			\$13.75 / 15 Min
Behavioral Health Service Plan Development Moderate Complexity – Mental Health			\$135.08 / Event
Behavioral Health Service Plan Development Moderate Complexity – Substance Abuse			\$138.08 / Event
Behavioral Health Service Plan Development Moderate Complexity – Mental Health (Licensure Candidate)			\$121.57 / Event
Behavioral Health Service Plan Development Moderate Complexity – Substance Abuse (Licensure Candidate)			\$121.57 / Event
Behavioral Health Service Plan Development Low Complexity – Mental Health			\$84.48 / Event
Behavioral Health Service Plan Development Low Complexity – Substance Abuse			\$84.48 / Event
Behavioral Health Service Plan Development Low Complexity – Mental Health (Licensure Candidate)			\$76.03 / Event
Behavioral Health Service Plan Development Low Complexity – Substance Abuse (Licensure Candidate)			\$76.03 / Event



May 1, 2019

Rita Landers
Director of General Services
Oklahoma Department of Corrections
3400 Martin Luther King Avenue
PO Box 11400
Oklahoma City OK, 73111

RE: Adoption of fixed and uniform rates established by the Oklahoma Department of Mental Health and Substance Abuse Services as requested in your letter to the State Purchasing Director dated March 22, 2019.

Dear Ms. Landers,

Based on our review of the information provided from your agency, your request is approved for the adoption of fixed and uniform rates currently approved and established by the Oklahoma Department of Mental Health and Substance Abuse Services as identified in Attachment A with this letter. The approval is contingent upon the agency compliance with the statutory requirements pursuant to Title 74 O.S. § 85.7.(A)(11). The proposed effective date for the requested rates is July 1, 2019.

Please provide the results of your Board of Corrections meeting scheduled for May 15, 2019 by forwarding a copy of the agenda and minutes to the State Purchasing Director.

No other changes related to the above request are authorized without submitting the proposed changes for approval to the Office of Management and Enterprise Services (OMES).

Respectfully,

A handwritten signature in black ink, appearing to read "FJB", is written over a horizontal line.

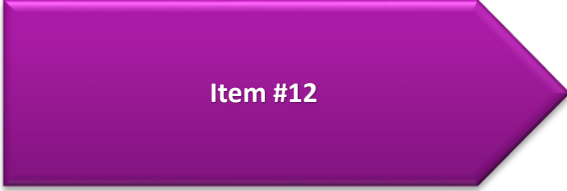
Ferris J. Barger
State Purchasing Director

Attachment: Attachment A

Attachment A

Description of ODMHSAS Services	Current Rates	Proposed Rates	Additional Services with Proposed Rate
Behavioral Health Assessment (Non-MD), Mental Health	\$40.87/30 Min	\$103.33/Event	
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Medically Supervised Detoxification Services – Substance Abuse	\$124.00/Day	\$144.00/Day	
Behavioral Health Assessment (Non-MD), Mental Health (Licensure Candidate)			\$90.41 / Event
Behavioral Health Assessment (Non-MD), Substance Abuse (Licensure Candidate)			\$90.41 / Event
Group Psychotherapy, Licensure Candidate – Substance Abuse			\$8.60 / 15 Min
Group Psychotherapy, Licensure Candidate – Mental Health			\$8.60 / 15 Min
Individual Psychotherapy, Licensure Candidate – Substance Abuse			\$17.21/ 15 Min
Individual Psychotherapy, Licensure Candidate – Mental Health			\$17.21 / 15 Min
Inpatient Medical Detoxification			\$62.00 / Day
Non-Medical Detoxification Services for Women with Dependent Children and Pregnant Women – Substance Abuse			\$94.00 / Day
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Crisis Intervention Face to Face – Substance Abuse			\$27.86 / 15 Min
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Crisis Intervention Telephone – Substance Abuse			\$19.50 / 15 Min

Individual Rehabilitative Treatment – Mental Health			\$15.20 / 15 Min
Individual Rehabilitative Treatment – Substance Abuse			\$15.20 / 15 Min
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Community Recovery Support / Recovery Support Specialist – Mental Health (Telephone)			\$0.65 / 1 Min
Community Recovery Support / Recovery Support Specialist – Substance Abuse (Telephone)			\$0.65 / 1 Min
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Behavioral Health Service Plan Development Moderate Complexity – Mental Health (Licensure Candidate)			\$121.57 / Event
Behavioral Health Service Plan Development Moderate Complexity – Substance Abuse (Licensure Candidate)			\$121.57 / Event
Behavioral Health Service Plan Development Low Complexity – Mental Health			\$84.48 / Event
Behavioral Health Service Plan Development Low Complexity – Substance Abuse			\$84.48 / Event
Behavioral Health Service Plan Development Low Complexity – Mental Health (Licensure Candidate)			\$76.03 / Event
Behavioral Health Service Plan Development Low Complexity – Substance Abuse (Licensure Candidate)			\$76.03 / Event



Item #12

AMENDMENT #1

CORRECTIONAL SERVICES CONTRACT

THIS AMENDMENT # 1 CORRECTIONAL SERVICES CONTRACT (Amendment #1), effective the 1st day of July 2019, by and between the GEO GROUP, Inc. ("Contractor") and the OKLAHOMA DEPARTMENT OF CORRECTIONS ("STATE") hereby amends the FY 2019 Correctional Services Contract ("Contract") that took effect July 1, 2018 for services at the Lawton Correctional Facility.

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 amend the Contract as follows:

Appendix C, "Liquidated Damages" is amended to the version attached hereto.

All other terms and conditions of the Correctional Services Contract, remain the same and continue in effect through the term of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date indicated below.

Joe M. Allbaugh, Director
Oklahoma Department of Corrections

Amber Martin, Vice President
The GEO Group, Inc.

Date: _____

Date: _____

Approved by a vote of the Board of Corrections on this 12th day of June, 2019.

Approved as to Form:

David A. Cincotta, General Counsel
Oklahoma Department of Corrections

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

TO ASSIST IN REVIEWING AMENDMENT
#1 CORRECTIONAL SERVICE CONTRACT
THE ORIGINAL CORRECTIONAL SERVICES
CONTRACT IS ATTACHED

FY 2019
CORRECTIONAL SERVICES CONTRACT

BETWEEN

GEO Group, Inc.
Lawton Correctional Facility
Lawton, Oklahoma

and the

STATE OF OKLAHOMA
DEPARTMENT OF CORRECTIONS

July 1, 2018 through June 30, 2023

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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, 2018 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 and maximum security correctional facility, Lawton Correctional 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 Facility (LCF) located in Lawton, Oklahoma, a fully equipped and furnished medium custody adult male facility operated by the Contractor, including housing units, administrative offices and all other structures and improvements of whatever kind, including but not limited to all support buildings, roads, fences, and utility systems.

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

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

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

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

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

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

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

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

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 five year term with the initial one year period beginning July 1, 2018 and ending June 30, 2019, with four one year renewal options beginning July 1, 2019 and ending June 30, 2023, or until all funds are unavailable, as provided herein. This contract is renewable at the sole discretion of the Department. Renewal of the contract shall be automatic at the beginning of each successive fiscal year of the contract unless the Department gives notice hereunder that the contract will not be extended. The term of this Contract is by agreement between the parties subject to the availability of funds annually appropriated by the legislature for such purpose as set out in Section 10.5 of this Contract; provided however that this Agreement shall not be construed to encumber state funds beyond the amount appropriated for such Fiscal Year.

Section 2.3 **Option to Purchase.** During the term of this Contract, the State shall have an option to purchase the facility by giving the current Owner at least one hundred and twenty days written notice of its intention to do so. The purchase price will be the fair market value as determined by the following independent appraisal process: After the option to purchase is exercised and the notice is given, each party shall select a professional licensed M.A.I. appraiser who will then select a third professional licensed appraiser to exercise their sole judgment. The State and the Owner hereby agree that the appraisers shall use the

Replacement Cost Approach in determining Fair Market Value of the Facility. The state may revoke its option to purchase if the purchase price is not acceptable, or in the event the funds are not made available through appropriations, or other state methods of financing the purchase are unavailable. The Contractor shall secure necessary legal documents from the owner, if other than the Contractor, that recognizes the State's option to purchase under this section. The cost of such appraisal shall be shared equally by the parties. In the event the statutory provision requiring this provision is repealed, this section will become void.

Section 2.4 Termination of Contract.

- A. The Department may terminate this Contract whenever, for any reason, it determines that it is in its best interest to do so. The Department shall give the Contractor at least 180 days' notice to terminate. The agreement shall remain in effect during the notice period and offenders may be removed in stages, gradually reducing the number of 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 2,548 medium security offenders and 78 maximum security 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.

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 5.11 **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 Private Prison and Jail Administrator 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/Region III office on the forms provided. After business hours, the Private Prisons/Region III 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*, 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 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.
- 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 \$43.30 for medium security beds and \$55.50 for maximum security beds at the Lawton Correctional Facility.

- B. The Contractor shall submit an invoice in arrears on or before the fifth day of each month following the month for which the invoice is submitted. Payment shall be made within thirty days of receipt of invoice by the State. The maximum amount paid for any fiscal year will not exceed \$44,300,000 (which maximum amount shall be adjusted annually by the same percentage as the base per diem rate is adjusted pursuant to the terms of Section 7.2., below), excluding additional contracted services. The State will not pay for any unused beds.

- C. The per diem payments herein shall be adjusted as legislative funding is made available.

Section 7.2 Annual Management Per Diem Adjustment.

For the next four (4) annual periods ending June 30, 2023, the Contractor shall receive an increase in the current per diems, subject to direct legislative appropriations explicitly made for the purpose of funding private prison per diem increases. Such increase will be paid during the then-current annual fiscal year for which the appropriation was made.

Section 7.3 Invoicing.

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

Section 7.4 Invoice Disputes.

If the amount to be paid is disputed by the Department, then the Department, on or before the date the invoice is to be paid, shall advise Contractor of the basis for the dispute and request documented justification and may pay the amount of the invoice which is not in dispute. Failure of the Contractor to submit required information will result in withholding the Payment reimbursement until such time as the information is received and reviewed by the Private Prisons/Region III 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 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 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/Region III 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 11.13 **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: Greg Williams, Director
Region III
3400 Martin Luther King Ave.
Oklahoma City, OK 73111
405-425-7100
Fax 405-425-3654

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

Director, Medical Services
Oklahoma Department of Corrections
2901 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73106-5493
405-962-6139

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

Vendor:

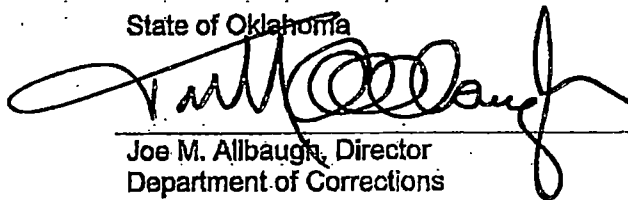
The GEO Group, Inc.
Amber Martin, Vice President
621 N.W. 53rd Street, Suite 700
Boca Raton, FL 33487
561-893-0101
Fax 561-999-7736

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.

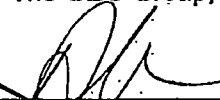
IN WITNESS WHEREOF, the parties hereto have executed this Contract on or before the 1st day of July, 2018.

State of Oklahoma



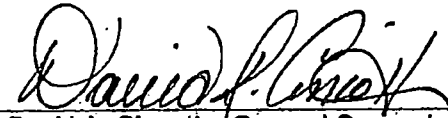
Joe M. Allbaugh, Director
Department of Corrections

The GEO Group, Inc.



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


Approved as to Form:



David A. Cincotta, General Counsel
Department of Corrections

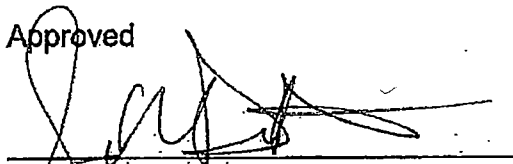
The undersigned authorities, each of them respectively, have reviewed the contract for compliance with the provisions of Sections 561 and 561.1 of Title 57 of the Oklahoma Statutes as well as all other applicable statutes and the contract conforms, to the best of their knowledge, with those requirements.

Approved



Ferris Barger, Director
Central Purchasing Division

Approved



Jon Dutton, Assistant Attorney General
Office of the Attorney General designee

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-040204 "Segregation Measures"
- OP-040401 "Transportation of Inmates by Central Transportation Unit (CTU)"
- OP-050103 "Escape Notification Procedures"
- OP-050108 "Use of Force Standards and Reportable Incidents"
- OP-052001 "Emergency Procedures for Private Prisons"
- OP-060101 "Overview of Case Management"
- OP-060102M "Male Initial Custody Assessment Procedures"
- OP-060103M "Male Custody Assessment Procedures";
- OP-060104 "Community Corrections Assessment";
- OP-060106 "Non-Associations and Protective Measures"
- OP-060107 "Systems of Incarceration";

- OP-060125 "Inmate/Offender Disciplinary Procedures"
- OP-060203 "Adjustment Review"
- OP-060204 "Inmate Transfers"
- OP-060205 "Parole Process Procedures"
- OP-060211 "Sentence Administration"
- OP-060212 "Maintenance and Access of 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:

$V \times B \times \$25.00$ 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				
Sanitation and Hygiene, Food Service, Mail, Religion, Access to Court, Offender Discipline, Grievance, Visitation, Records and Reports, Employee Qualifications and Training	4	4	2	2	4
Operating Standards, Transportation, Maintenance, Repairs and Replacements, Offender Work, Academic & Vocational Training, Sentence Computation Data, Classification and Case Management, Commissary, Policies/Procedures/Post Orders, and Offender Management Fund/Bank Accounts	3	3	1	1	3

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

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

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

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

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

Sub Total 37.20

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

Sub Total 70.05

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

Sub-Total 14.20

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

Sub-Total 48.00

Correctional Officers
Sub-Total 276.00

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

APPENDIX F

Exceptions to OP-060107 "Systems of Incarceration"

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

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

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

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

APPENDIX G
Offender Work/Programs
Full Time Equivalents

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

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

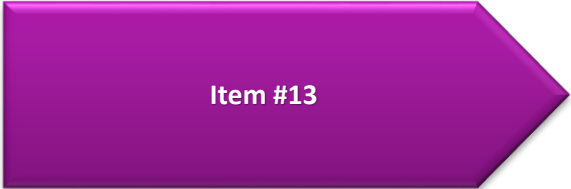
(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within the time specified by covered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



Item #13

AMENDMENT #4

CORRECTIONAL SERVICES CONTRACT

THIS AMENDMENT #4 CORRECTIONAL SERVICES CONTRACT ("Amendment #4"), effective the 1st day of July 2019, by and between CoreCivic, Inc ("Contractor") (name changed in 2016 from Corrections Corporation of America to CoreCivic, Inc., which was a change in name only) and the OKLAHOMA DEPARTMENT OF CORRECTIONS ("State") hereby amends the Correctional Services Contract ("Contract") that first took effect October 1, 2014 for services at the Cimarron Correctional Facility and the Davis Correctional Facility, and Amendment #4 incorporates all amendments to said Contract that have been executed.

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 amend the following section of the Contract as follows: Article 2, Section 2.2.

Section 2.2 Term of Agreement. 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 term of five years and nine months with the initial nine-month period beginning October 1, 2014 and ending June 30, 2015, with five one year renewal options beginning July 1, 2015 and ending June 30, 2020, or until all funds are unavailable, as provided herein. Renewal of the contract shall be automatic at the beginning of each successive fiscal year of the contract, subject only to the availability of funds annually appropriated by the Legislature for such purpose as set out in section 10.5 of the Contract. This Agreement shall not be construed to encumber state funds beyond the amount appropriated for such Fiscal Year.

All other terms and conditions of the Contract, including amendments, are to remain the same and continue in effect through the term of the Contract, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date indicated below.

Joe M. Allbaugh, Director
Oklahoma Department of Corrections

Natasha Metcalf, Vice President
CoreCivic, Inc.

Date: _____

Date: _____

Approved by a vote of the Board of Corrections on this 12th day of June, 2019.

Approved as to Form:

David A. Cincotta, General Counsel
Oklahoma Department of Corrections

TO ASSIST IN REVIEWING AMENDMENT
#4 CORRECTIONAL SERVICE CONTRACT
THE ORIGINAL CORRECTIONAL SERVICES
CONTRACT AND AMENDMENTS 1-3 ARE
ATTACHED

CORRECTIONAL SERVICES CONTRACT
BETWEEN
CORRECTIONS CORPORATION OF AMERICA
AND THE
STATE OF OKLAHOMA
DEPARTMENT OF CORRECTIONS

October 1, 2014 through June 30, 2019

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**CONTRACTUAL AGREEMENT
BETWEEN THE
STATE OF OKLAHOMA
DEPARTMENT OF CORRECTIONS
AND
CORRECTIONS CORPORATION OF AMERICA**

THIS CONTRACT, dated as of the 1st day of October 2014 by and between the Corrections Corporation of America (the Contractor) and the Oklahoma Department of Corrections (the "State").

WHEREAS, the Contractor is the Operator of an adult male medium security correctional facility, Cimarron Correctional Facility, consisting of 1,470 medium and 180 maximum general population beds located 3200 S. Kings Highway, Cushing, Oklahoma 74023 (the "Facility"); and an adult male maximum and medium security correctional facility, Davis Correctional Facility, consisting of 360 maximum security beds and 1,310 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, Corrections Corporation of America.

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

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

Offender Management System (OMS) - means the Oklahoma Department of Corrections computerized system for maintaining offender records.

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

Operating Standards - means applicable federal, state and local laws, codes, regulations, constitutional requirements, Court Orders, ACA, PREA and local standards, those Department Policies, procedures, Regulations and Directives set forth in Appendix A and the Operational Plan as approved by the Department, subject to the provisions of Section 7.5 If two or more Standards are in conflict, the more stringent

shall apply, as determined by Department. Should the Department of Corrections or the Contractor amend an operational policy made applicable to the Contractor by this Contract, either party may seek an adjustment to the per diem pursuant to the provisions of Section 7.5. If any provision of this Contract is more stringent than an applicable Standard(s), as determined by Department, the Contract provision shall govern.

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

Owner - means the entity that owns the Facility.

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

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

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

Service Commencement Date - effective date of the contract.

State - means the State of Oklahoma, the Oklahoma Board of Corrections, or the Department of Corrections. These terms may be used interchangeably.

ARTICLE 2 TERM OF THE CONTRACT

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

Section 2.2 Term of Agreement. The parties 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 term of four years and nine months with the initial nine-month period beginning October 1, 2014 and ending June 30, 2015, with four one year renewal options beginning July 1, 2015 and ending June 30, 2019, or until all funds are unavailable, as provided herein. Renewal of the contract shall be automatic at the beginning of each successive fiscal year of the contract, subject only to the availability of funds annually appropriated by the legislature for such purpose as set out in section 10.5 of the contract. This Agreement shall not be construed to encumber state funds beyond the amount appropriated for such Fiscal Year.

Section 2.3 Option to Purchase. During the term of this Contract, the State shall have an option at the beginning of each fiscal year to purchase the facility by giving the current Owner at least one hundred and twenty days written notice of its intention to do so. The purchase price will be the fair market value as determined by the following independent appraisal process: After the option to purchase is exercised and the notice is given, each party shall select a professional licensed M.A.I. appraiser who will then select a third professional licensed appraiser to exercise their sole judgment. The State and the Owner hereby agree that the appraisers shall use the Cost Approach in determining Fair Market Value of the Facility. The State may revoke its option to

purchase if the purchase price is not acceptable or in the event, the funds are not made available through appropriations or other state methods of financing the purchase. The Contractor shall secure necessary legal documents from the owner that recognizes the State's option to purchase. In the event the statutory provision requiring this provision is repealed, this section will become void. The cost of such appraisal shall be shared equally by the parties.

Section 2.4 Termination for Convenience.

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

ARTICLE 3 OFFENDERS

Section 3.1 Offender Housing. The Contractor agrees to provide appropriate housing in accordance with the Operating Standards for 180 maximum and 1470 medium security offenders at Cimarron Correctional Facility and 360 maximum and 1310 medium security offenders at Davis Correctional Facility which numbers 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.

Section 3.2 [Intentionally Omitted]

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 health administrator of the Department and the Contract Monitor.
- C. Emergency transfers that involve insurrections or such other circumstances occurring at the Facility.

1. Such transportation arrangements will be at the sole expense of the Contractor and may be to another facility operated by the Contractor subject to Department of Corrections' approval. Such transfers will not affect the per diem rate.

2. The Department agrees to allow Contractor to transfer offenders housed under this contract at the Davis and Cimarron Correctional Facilities to the Diamondback Correctional Facility operated by Contractor in Watonga, Oklahoma. Contractor shall be responsible for transporting offenders to the Diamondback Facility. All terms of this contract will be applicable to offenders housed at the Diamondback Facility including the per diems in Article 7. Maximum custody offenders may be housed at the Diamondback Facility subject to the mutual agreement of the parties.

- 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 Non-Smoking Areas. The Contractor shall comply with the Department OP-100402 "Tobacco Regulations".

ARTICLE 5 FACILITY OPERATIONS AND SERVICES

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

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

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

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

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

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

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

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

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

Section 5.10 Laundry and Offender Clothing. The Contractor shall provide full time offender laundry services and offender clothing in compliance with the Operating Standards. At a minimum, the Contractor shall furnish all offenders with three sets of clothing. Except as otherwise stated herein, the Contractor will provide clothing similar in style, color, quantity, and quality to that issued by Department. An offender coming

into the Facility will arrive with a basic issue of clothing suitable for the season of the year in which he arrives. The Contractor will be required to replace clothing items as it wears out and to provide seasonal changes of clothing and special purpose clothing. An offender shall take a full basic issue of clothing that is in good repair and appropriate for the season when they leave the Facility.

Section 5.11 Transportation.

- A. The Contractor shall provide for all non-routine offender transportation including transportation for court appearances and medical treatment. For Cimarron Correctional Facility and Davis Correctional Facility, 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.
- B. Offender transportation will be in accordance with applicable Department policy.
- C. Offender transportation security will be in accordance with applicable Department policy.

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. Any funds remaining shall be paid into the Facility's Offender Welfare Fund and reported quarterly to the Department.

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

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

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

- A. The State is responsible to respond to grievances and appeals on matters occurring during the offender's incarceration prior to and up to the actual transfer of the offender to the Facility including such issues as: reasons for the transfer; transfer of personal property until custody is relinquished to the Facility; uses of force to require transfer; and trust fund.

- B. The Facility is responsible to respond to grievances and appeals on matters occurring during the offender's incarceration in the Facility except sentence administration issues and classification to lower or higher security status in accordance with DOC procedures.
- C. The Department will provide training to Facility employees as agreed between the parties which may include reimbursement of the costs of the training.

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

- A. The security level of the Facility will be medium and maximum at all times. The Contractor shall provide security and control in accordance with the Operating Standards. All offender program activities shall take place within the Facility or on Facility grounds. No offender shall leave the Facility except under security escort in accordance with the Operating Standards. Minimum security offenders may participate in outside work details per DOC policy and approval.
- B. The Facility shall train its employees and respond to any incidents occurring within the Facility. Local law enforcement agencies shall be advised of all reportable incidents or emergencies that involve actual or suspected criminal activity. The Contractor will be responsible for all such incidents or emergencies and shall enter into additional agreements with other law enforcement agencies or the State for assistance.
- C. The Contractor shall bear all reasonable costs requiring the assistance of local law enforcement agencies, state law enforcement agencies, or the Department as agreed between the parties.

Section 5.17 Escapes.

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

Section 5.18 Use of Force; Notification.

- A. The Contractor will comply with Department policy regarding use of force standards and incident reporting. To the extent allowed by law, the Department may retain use of force video recordings and agrees that such recordings are confidential, proprietary, security sensitive and exempt from public disclosure. The Contractor will maintain a copy of the video recording for a period of at least three (3) years from the date of the incident.
- B. The Contractor will notify the Contract Monitor or Division Manager 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." Time is of the essence with regard to the notifications required for reportable incidents and escapes.
- 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. CCA 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; and (7) master roster or shift rosters of all security posts.

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.

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

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

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. 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 in this function.

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.
- 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.

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. Twenty percent (20%) of offender earnings shall be forwarded monthly to the State. Any balance remaining when the offender is returned to the Department will be forwarded for credit to the offender's trust account per DOC policy. General accepted accounting procedures will be followed in managing this account.

Section 5.31 Offender Pay. Offenders shall receive pay according to the rate of compensation and within 1% of the distribution of pay grades as specified in DOC policy OP-060107 based on offender activity as defined in Section 5.25. Funds for institutional workers and program participant's pay shall be included in the per diem. Funds for correctional industry workers pay shall come from revenue generated by those programs.

Section 5.32 Indigent Offenders. The Contractor shall provide for hygiene needs of indigent offenders in accordance with the Operating Standards.

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

Section 5.34 Drug Testing. All offenders shall undergo routine, random, and suspect drug and alcohol testing per State policy. A summary of the results will be furnished to the Contract Monitor, according to State policy. Suspect drug and alcohol testing shall be in addition to the random testing. Facilities that show a random drug test positive rate of 10% or greater for three consecutive testing periods will be required to prepare a detailed, Department approved interdiction plan which includes a 100% testing of the facility's offender population.

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

Section 5.36 Death of Offender.

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

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

Section 5.38 Escorted Leave. The offender escorted leave program, OP-031001, allows offenders limited access to the community for specific reasons while accompanied by correctional personnel. The Department considers the escorted leave

opportunity to be a critical consideration as it pertains to health care and emergency leave. The Contractor will comply with the Department policy with the exception that all denied offender requests for escorted emergency and/or health leave will be submitted after the facility head review to the Contract Monitor.

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

Section 5.40 Sexual Abuse. The Contractor shall adopt and apply ACA, DOC, and PREA standards related to the Prison Rape Elimination Act (PREA) of 2003. The Contractor shall be in compliance with the PREA standards by and after August 1, 2013 and the audit requirements by and after August 1, 2014.

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 F and 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 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 CCF Appendix F and DCF Appendix G, is based upon the Facility census of 1,650 offenders at Cimarron Correctional Facility and 1,670 offenders at Davis Correctional Facility. If the average daily population (ADP) of less than 1,500 offenders for Cimarron Correctional Facility or 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 at Cimarron Correctional Facility or Davis Correctional Facility exceeds 1,670, staffing will be adjusted as mutually agreed upon by the parties. The Contractor must adhere to Appendix F (CCF) and Appendix G (DCF). If the vacancy rate for any month exceeds 20% of the total positions on the amended staffing patterns, the Contractor will be assessed penalties accordingly as described above.

- B. On conditional employment at the Facility, all applicants shall be subjected to a thorough background check, in conformance with all applicable laws. The background checks shall be conducted on any subcontractors or subcontractor's employee before that employee commences work at the facility and who is allowed unescorted access within the secured perimeter of the facility. Employees permitted to use firearms shall comply with 57 O.S. 561, O.
1. If the Contractor requests background investigations through the Department in order to comply with all applicable laws, the Contractor agrees to pay the Department a \$20 processing fee per request to provide such background investigation determinations to the Facility. Payment will be due upon receipt of an invoice. This fee is separate from the fee charged by the Oklahoma State Bureau of Investigation for processing fingerprint cards and from the offender per diem rate.
 2. For all such requests, the Facility will submit two (2) fingerprint cards, a DOC Authorization to Release Information for Employment and a CCA 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 Personnel Management positions for the Department. The Contractor shall submit a report monthly to Contract Monitor that certifies that all personnel employed by the Facility comply with this section of the Contract and that all new personnel have a completed background investigation in accordance with Section 6.2. Before appointment, the Contractor will submit to the Department the qualifications of senior level management personnel for certification of qualifications. Such certification shall not be unreasonably withheld. This includes the warden, deputy wardens, and all direct reports to these positions.

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

Section 6.5 Employee Records. The Contractor shall maintain a personnel file for each employee that contains records of the background investigation, dates of employment, training, performance appraisals conducted at least annually, disciplinary actions, accommodations, licensure and certificates for professional employees, and related records. Personnel files shall be accessible to the Department upon request. The

Contractor shall notify the Department of employee disciplinary actions arising from security concerns, conduct implicating moral issues or conduct involving interacting with offenders and in cases where staff resign during or in lieu of an investigation. Privacy and confidential rights will be strictly followed.

ARTICLE 7 COMPENSATION AND ADJUSTMENTS

Section 7.1 Management Payment. The State agrees to pay as compensation for the correctional services provided hereunder in accordance with the following schedules below:

A. Cimarron Correctional Facility

1. Maximum Security: Beginning on October 1, 2014, the per diem for maximum security beds at Cimarron Correctional Facility shall be \$57.96. .
2. Medium Security: Beginning on October 1, 2014, the per diem for medium security beds at Cimarron Correctional Facility shall be \$44.03.
3. Except as otherwise provided in subsection C below, beginning on October 1, 2014, and continuing for the next four consecutive fiscal years the monthly payments for the Cimarron Correctional Facility shall be based upon those beds actually used by the Department.
4. The Contractor shall submit an invoice in arrears on or before the fifth day of each month beginning on the effective date of this contract. Payment shall be made within thirty days of receipt of invoice by the State. The maximum amount paid for the initial fiscal year will not exceed \$28,500,000, excluding additional contracted services or negotiated per diem increases.

B. Davis Correctional Facility

1. Maximum Security: Beginning on October 1, 2014, the per diem for maximum security beds at Davis Correctional Facility shall be \$57.96.
2. Medium Security: Beginning on October 1, 2014, the per diem for medium security beds at Davis Correctional Facility shall be \$44.03.
3. Except as otherwise provided in subsection C below, beginning on October 1, 2014, and continuing for the next four consecutive fiscal years the monthly payments for the Davis Correctional Facility shall be based upon those beds actually used by the State.
4. The Contractor shall submit an invoice in arrears on or before the fifth day of each month beginning on the effective date of this contract. Payment shall be

made within thirty days of receipt of invoice by the State. The maximum amount paid for the initial fiscal year will not exceed \$29,500,000 excluding additional contracted services or negotiated per diem increases.

C. Guarantee

If on a quarterly basis the Department does not use 98% of the total 2,280 beds at the Cimarron Correctional Facility (660 medium) and Davis Correctional Facility (360 maximum and 1,260 medium), the Department shall also pay Contractor for the difference between the actual beds used and 98% of the above mentioned total facility beds on a quarterly basis at the rate of \$49.00. The total 2,280 beds to which the guarantee applies only includes the first 660 medium beds at the Cimarron Correctional Facility and the first 360 maximum and 1,260 medium beds at the Davis Correctional Facility. The invoice for any additional amounts owed by the Department as a result of the quarterly reconciliation shall be submitted by Contractor at the end of each quarter. Payment shall be made within thirty (30) days of receipt of the invoice by the State.

Section 7.2 Annual Management Per Diem Adjustment.

At each of the four annual renewal periods, the Contractor shall receive a three percent (3%) increase in each of the current per diems, subject to direct legislative appropriations explicitly for the purpose of private prison per diem increases. Such increase will be paid during the annual renewal fiscal year appropriated for.

Section 7.3 Invoicing.

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

Section 7.4 Invoice Disputes. If the amount to be paid is disputed by the Department, then the Department, on or before the date the invoice is to be paid, shall advise the Contractor of the basis for the dispute and request documented justification and may pay the amount of the invoice which is not in dispute. Failure of the Contractor to submit required information will result in withholding the Payment reimbursement until such time as the information is received and reviewed by the 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 7.5 Additional or Change of Services. The parties recognize that each has entered into this Contract setting forth the correctional services as agreed as of the effective date of this Contract. Therefore, should a) the Department increase or decrease the Correctional Services required, or b) the Contractor desires to reduce the services it is to provide, or c) if changes in the Operating Standards necessitate change in the scope of services furnished hereunder, either party may request a change in the per diem rate. The party desiring such change shall provide reasonable notice, in writing, and documentation supporting the requested compensation adjustment to the other party. Once notified, the receiving party shall advise whether or not it agrees to the adjustment. If the parties cannot agree within thirty days of such notice, no adjustment will be made and the original per diem rate will remain in effect and the scope of the contract will likewise remain as originally contracted, however, the parties may continue their negotiation.

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

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

ARTICLE 8 INSURANCE AND INDEMNIFICATION

Section 8.1 Indemnification.

- A. The Contractor shall defend in any action at law, indemnify and hold the State, its officials, agents, and employees harmless against:
1. Any and all claims arising from the provisions of this Contract, including, without limitation, any and all claims arising from:
 - a. any breach or default on the part of the Contractor in the performance of the Agreement;
 - b. any claims or losses for services rendered by the Contractor, by any person or firm performing or supplying services, materials or supplies in connection with the performance of the Contract;
 - c. any claims or losses to any person, including offenders, injured or property damaged from the acts or omissions of the Contractor, its officers, its agents, or employees in the performance of this Agreement by the Contractor;
 - d. any claims or losses by any person or firm injured or damaged by the Contractor, its trustees, officers, agents, or employees by the publication, translation, reproduction, delivery, performance, use or disposition of any data processed under the Agreement in a manner not authorized by the Agreement, or by federal, state, county, or town regulations or statutes;
 - e. any failure by the Contractor, its officers, agent, or employees to observe the Constitution or laws of the United States, and the State of Oklahoma; and

2. All costs, reasonable attorney's fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon.
 3. Indemnification shall not be applicable to any claim, injury, death, or damage to property arising out of any act or omission on the part of the State, its officials, agents, servants, or independent contractors (other than the Contractor) who are directly responsible to the State.
 4. In case any action or proceeding is brought against the State by reason of any indemnified claim, the Contractor, upon notice from the State, shall defend against such action by counsel selected by the Contractor satisfactory to the State. Said counsel will not enter into any settlement contract with respect to any claim which may affect the State's operation or budget without first obtaining approval of the State.
 5. The parties may cooperate in defending claims filed against any of them jointly provided no conflict of interest exists and the possibility of joint liability is alleged. The settlement of any claim shall require the written consent of the State, Department or Board of Corrections, as the case may be, which consent shall not be unreasonably withheld. No such settlement shall be effective without such consent.
 6. In defending the State, its officials, agents, and employees, the Contractor shall advise and consult with the DOC General Counsel's Office and with the Oklahoma Attorney General's Office which may, in its discretion, enter any legal proceeding on behalf of the State, its officials, agents, or employees.
 7. Indemnification by the Contractor shall not preclude an indemnified party from receiving the benefits of any insurance the Contractor may carry that provides indemnification for any loss, liability, or expense related to the Contracts.
- B. The right to indemnification will be in addition to, and not in lieu of, any remedy otherwise available to the State, the Board of Corrections, and the Department. Any indemnification obligation is not diminished or limited in any way by the total limits of insurance required to be held by the Contractor. Indemnification of the State, Department or Board shall not be construed to deny the State, Board or the Department of any of the benefits of any law that limits exposure to liability or damages and the State, the Board and the Department do not waive any immunity otherwise extended by law by becoming a named insured or loss payee.
- C. In the event that the State, Board or Department is not fully indemnified as required, in addition to any other remedies available to the State, Board and Department by law or this Contract, the State, Board or Department may set off against any monies owed or accrued to the Contractor an amount of equal to any liability amount not

indemnified by the Contractor or the State can otherwise claim the same as damages.

- D. By entering into the Contract, neither the State nor the Contractor waives any immunity defenses, which may be extended to them by operation of law, including limitations on the amount of damages which may be awarded or paid.
- E. Regarding individual offenders, the State shall remain solely responsible for any losses or costs resulting from litigation relating to events which occurred prior to the assignment of the Oklahoma offender to the Facility. The Contractor agrees to cooperate with the State in the defense of these suits and to provide its own reasonable legal assistance. The State will defend any post-conviction action or appeals, including habeas corpus actions challenging the judgment and sentence imposed.
- F. Without waiving any defense or immunity, and subject to the Oklahoma Governmental Tort Claims Act, the State of Oklahoma agrees to bear all expenses, fines, judgments, and costs, which may arise from any acts or omissions of its officials or employees in connection with this Agreement.

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

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

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

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

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

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

Section 8.4 Insurance Services.

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

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

- C. The State shall have the right, but not the obligation, to advance money to prevent the insurance required herein from lapsing for nonpayment of premiums. If the State advances such amount, then the Contractor shall be obligated to repay the State the amount of any advances plus interest thereon at the maximum legal rate, and the State shall be entitled to set off and deduct such amount from any amounts owed the Contractor pursuant to this Contract. No election by the State to advance money to pay insurance premiums shall be deemed to cure default by Contractor of its obligation to provide insurance.
- D. At least thirty days before each policy anniversary date, the Contractor shall provide the Department with renewal information and any changes in coverage.

ARTICLE 9 CONTRACT COMPLIANCE

Section 9.1 Contract Monitor.

- A. The Contractor shall be responsible for providing office space and equipment/furnishings for the Contract Monitor in close proximity to other administrative offices and reasonably comparable. The Contract Monitor's office door shall have a lock that is not master keyed and only available on emergency keys. The office shall be provided with desks, chairs, and access to telephones and telephone/fax/computer lines. Contractor will not be responsible for any non-business telephone costs.
- B. The Contract Monitor, in the performance of his duties, shall have access at all times, with or without notice, to offenders and staff, to all areas of the Facility and to inspect all documents and records relating to the Contract and the Contractor's performance including employee qualifications or the requirement of training, disciplinary records relating to reportable incidents and security breaches and reports kept by the Contractor concerning the repair, maintenance and operation of the Facility. The Contractor shall permit the Contract Monitor and authorized representatives to make and remove copies of records. The Contractor shall obtain written waivers from its employees permitting the Contract Monitor to review employee qualifications and disciplinary records. Any such inspection or removal shall be in strict compliance with privacy rights and shall be kept confidential.
1. The Contract Monitor may attend/review offender hearings pertaining to the Facility. The Contract Monitor may attend staff meetings upon approval of the Facility head or designee. The Contractor shall submit the monthly report to the Contract Monitor by the date specified.
 2. The Contractor agrees that it is essential that the Contract Monitor have access to the Facility in order to ensure compliance with the Contract.
 3. Other Department employees and state officials shall have access to the Facility and records upon notice and when it is necessary to the performance of their duties.
 4. Reimbursement to the State will be required for the actual costs of the annual statutory and contract compliance audit per Oklahoma Administrative Code. Billing for the annual audit by the 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. The State shall notify the Contractor in writing of the non-performance and the amounts to be withheld as liquidated damages.
- C. Liquidated damages shall be assessed for each day the non-performance remains uncured, subject to the provisions of Sections 10.2 and 10.3.
- 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 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.
- 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 whichever occurs first.
- 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, respectfully. Said notice shall hereinafter be referred to as Termination for Cause Notice.
- C. The Termination for Cause Notice shall specify a date at least 90 days from notice of termination at which time all State offenders will be removed from the Facility subject to Section 10.9 below; provided the Contractor may elect to terminate the Contract for cause upon 45 days' notice in accordance with subsection 10.1.F.
- D. The parties agree to cooperate with each other in the event of a termination.
- E. In the event of a Termination for Cause by the State, the Contractor shall be liable to the State for any and all damages incurred by the State including but not limited to transportation of offenders, activation of the National Guard or any other state agency, any and all expenses incurred by the State to staff and operate the Facility which exceed the amount the State would have paid the Contractor under this Contract. The State shall have a duty to mitigate its loss by seeking the most appropriate cost alternative for the provision of the same level of quality service as required by the Contract. The State may withhold any amounts which may be due the Contractor as a set off against their damages without waiver of any other remedy or damages available to the State at law or in equity.

Section 10.5 Termination Due to Unavailability of Funds. The payment of money by the State under any provisions hereto is contingent upon the availability of funds appropriated annually in sufficient amounts for contractual services to pay for correctional services pursuant to this Contract. In the event funds appropriated by the Legislature for contractual services become insufficient or unavailable, the State shall have the right to terminate this Contract without penalty on the date funds are no longer available. The State shall notify the Contractor of the possibility of termination due to insufficient or unavailability of funds at the earliest possible time. The State shall do all things lawfully within its power to obtain and maintain funding for this Contract during its term. In the event money is authorized and available for housing offenders but less than the capacity of the Facility, the parties may agree to the lesser capacity and release the other available beds for resale, provided, co-mingling within a housing pod of Oklahoma offenders with offenders from other jurisdictions is prohibited without the express written approval of the department which approval will not be unreasonably withheld.

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

Section 10.6 Damage or Destruction. In the event the Facility is damaged or destroyed by fire or other casualty, acts of nature, or insurrection, which event reduces the number of beds usable such event will not be grounds for termination of this Contract; provided that the Contractor will proceed with diligence and dispatch with any available funds, including insurance proceeds to construct and repair any damage to the Facility and use its business interruption insurance to supplement the Per Diem Rate each month, in which case the State shall only pay for beds actually used. If the facility is totally destroyed, or becomes unusable, and it is not feasible to re-construct within the remaining renewal term, the parties may agree to terminate the contract.

Section 10.7 Waiver. Unless otherwise stated in this contract, no waiver of any breach of any of the terms or conditions of this Contract shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

Section 10.8 Mediation. The Contractor or the State shall have the right to request mediation in accordance with the Oklahoma Dispute Resolution Act for any breach disputed or for any other dispute.

Section 10.9 Holdover. The parties agree that in the event of insufficiency or unavailability of funds pursuant to Section 10.5, a termination or breach resulting in a reduction of the number of beds utilized by the Department, the Contractor shall, upon notice, have the right to contract for the use of those beds available to any other appropriate entity. Any delay in removing Oklahoma offenders pursuant to a termination or breach, and in the event reliance on said removal date was made in the contracting of those beds to another entity at a higher rate, the State shall be obligated to pay the higher amount duly contracted in good faith until the Oklahoma offenders are removed.

ARTICLE 11 MISCELLANEOUS

Section 11.1 Financial Audits. The Contractor shall make available, upon request of the State or authorized persons designated by it, all records, reports, worksheets, or other material related to this Contract for audit purposes. Such generated during any contract year records shall be kept and maintained for a period of five years from the ending date of the one-year contract period.

Section 11.2 Non-Discrimination. No person will be subjected to discrimination in the performance of this Contract on the grounds of handicap, race, color, religion, sex, age,

or national origin. Upon request the Contractor shall show proof of such non-discrimination and shall post in conspicuous places, available to all employees and applicants, notice of such non-discrimination.

Section 11.3 Binding Nature. This Contract shall not be binding until it is approved and executed by the parties and has been approved by the following State of Oklahoma officials:

- A. Attorney General of the State of Oklahoma or designee.
- B. The Director of the Department of Central 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 Notices.

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

Oklahoma: Greg Williams, Division Manager
Division of West Institutions
3400 Martin Luther King Ave.
Oklahoma City, Oklahoma 73111
405-425-7100
405-425-3654 Fax

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

Administrator, Medical Services
Oklahoma Department of Corrections
2901 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73106
405-962-6139
405-962-6146 Fax

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

CONTRACTOR: Corrections Corporation of America
Steve Groom, Executive Vice President and General Counsel

10 Burton Hills Boulevard
Nashville, Tennessee 37215
Phone: 615-263-3000
Fax: 615-263-3020

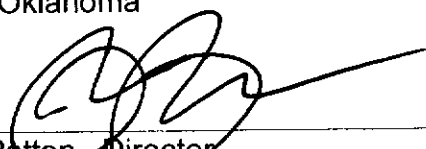
All notices shall be sent by certified mail, return receipt requested. Fax machines or e-mail may be used where feasible with hard original copy to follow.


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

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the st/th day of _____, 2014.

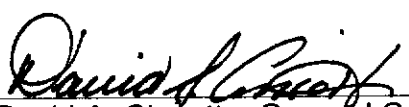
State of Oklahoma

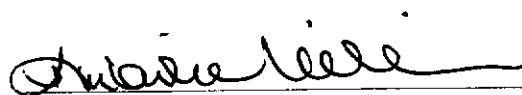
CONTRACTOR


Robert Patton, Director
Department of Corrections


Natasha Metcalf, Vice President

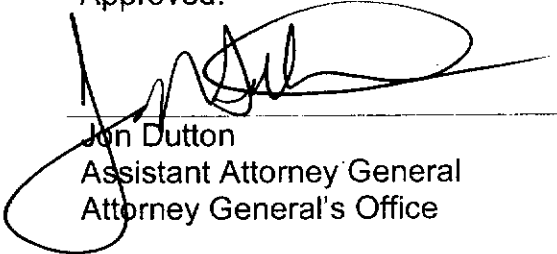
Approved as to Form:


David A. Cincotta, General Counsel
Department of Corrections

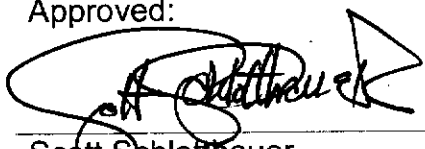


The undersigned authorities, each of them respectively, have reviewed the contract for compliance with the provisions of applicable statutes 57 O.S 1997 Supp sections 561 and 561.1 as well as all other applicable statutes and the contract conforms with those requirements.

Approved:


Jon Dutton
Assistant Attorney General
Attorney General's Office

Approved:


Scott Schlotthauer
State Purchasing Director
Central Purchasing Division
Office of Management & Enterprise
Services

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

- OP-020307 "Sex and Violent Crime Offender Registration"
- OP-030101 "Unit Management Overview and Major Objectives" except for staffing requirements of I.B. 3-5.
- OP-030102 "Offender Housing"
- OP-030103 "Offender Job and Program Assignments"
- OP-030106 "Recreation Activity Programs"
- OP-030112 "Religious Services"
- OP-030115 "Access to Courts/Law Library"
- OP-030116 "Offender Libraries"
- OP-030117 "Correspondence, Publications, and Audio/Video Media Guidelines"
- OP-030118 "Visitation"
- OP-030119 "Offender Telephone Privileges"
- OP-030120 "Offender Property"
- OP-030122 "Offender Authority Over Other Offenders"
- OP-030123 "Offender Rights and Responsibilities"
- 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-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 Offenders"
- OP-040114 "Security of Inmates in Non-Prison Hospitals"
- OP-040115 "Offender Identification and Crime Alert Bulletin"
- OP-040117 "Investigations"
- OP-040204 "Segregation Measures"
- OP-040401 "Transportation of Inmates by Central Transportation Unit (CTU)"
- OP-050103 "Escape Notification Procedures"
- OP-050108 "Use of Force Standards and Reportable Incidents"
- OP-052001 "Emergency Procedures for Private Prisons"
- OP-060101 "Overview of Case Management"
- OP-060102M "Male Initial Custody Assessment Procedures"
- OP-060103M "Male Custody Assessment Procedures"
- OP-060104 "Community Corrections Assessment"
- OP-060106 "Special Inmate Management System (SIMS)"
- OP-060107 "Systems of Incarceration"
- OP-060125 "Department Offender Disciplinary Procedures"
- OP-060203 "Adjustment Review"
- OP-060204 "Offender Transfers"

- OP-060205 "Parole Process Procedures"
- OP-060211 "Sentence Administration"
- OP-060212 "Maintenance and Access of Offender Records"
- OP-060901 "Pre-Release Planning and Re-Entry Process"
- OP-080201 "Private Sector Correctional Industry Standards"
- OP-080501 "Oklahoma Correctional Industries Pay Plan"
- OP-090101 "Standards for Offender Programs"
- OP-090107 "Offender Education Program"
- OP-090124 "Inmate/Offender Grievance Process"
- OP-090128 "Offender Marriages"
- OP-090131 "Offender Financial Responsibility Program"
- OP-090133 "Career and Technical Training"
- OP-090211 "Volunteer Program"
- OP-090215 "Victim Services"

- OP-120230 "Offender Trust Funds"
- OP-120701 "Canteen Operations and Employee/Offender Welfare Fund"
- OP-130106 "Environmental Health, Safety and Sanitation Inspections"
- OP-130107 "Standards for Inspections"
- OP-150601 "Tobacco Regulations"

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

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:

Cimarron Correctional Facility

Computerized Information Processing
Commercial Cleaning
Horticulture

Davis Correctional Facility

Building Maintenance Technology
Horticulture/Landscape Management
Computerized Information Processing

Cimarron Correctional Facility may reduce the number of vocational programs to two.

2. INSTRUCTIONAL MATERIALS UTILIZATION

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

3. QUALIFIED INSTRUCTIONAL PERSONNEL

All instructors will have an adequate general education along with recent work experience that will enable them to relate their instruction to business or industrial methodology. In addition to these minimum requirements, all vocational instructors will continuously strive to upgrade their skills and knowledge by meeting recertification requirements and attending professional improvement meetings.

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

4. ENROLLMENT AND STUDENT/TEACHER RATIO

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

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

5. EQUIPMENT AND SUPPLIES

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

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

6. INSTRUCTIONAL FACILITIES

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

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

7. SAFETY TRAINING AND PRACTICES

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

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

8. PROGRAM ADVISORY COMMITTEE AND COMMUNITY RELATIONS

Each vocational program will actively strive to encourage community involvement and promote a greater understanding of the program's needs and accomplishments. In addition, each vocational program will have a formally organized program advisory committee that is broadly representative of the school community and of the business and industrial community it serves. Each program will maintain on file a list of the names and occupations of the advisory committee members.

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

EDUCATIONAL PROGRAM STANDARDS

1. INSTRUCTIONAL PLANNING AND ORGANIZATION

- At a minimum, academic instruction in reading, math and language arts will be provided, at all levels of instruction.
- The academic program will be designed to meet the needs of students in literacy (0-5th grade levels), Adult Basic Education (6-8th grade levels), and G.E.D. (9-12th grade levels) courses. Emphasis will be placed on coursework that leads to completion of the G.E.D. requirements and the issuance of a G.E.D. certificate.
- Opportunities will also be developed where possible, to engage in a college program that leads to a college degree.

2. INSTRUCTIONAL MATERIALS

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

3. QUALIFIED INSTRUCTIONAL PERSONNEL

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

4. ENROLLMENT AND STUDENT/TEACHER RATIO

- Student instruction will be designed to meet individual student needs. Instruction will be individualized, open-entry, open exit and competency-based.
- The recommended class size will be 12-15 students per instructor contingent upon the type of program and adequacy of space in the training facility.
- Students will be placed in appropriate programs as determined by adequate testing, evaluation, and guidance. The Test for Adult Basic Education (TABE) forms 9 and 10 will be utilized for pre-testing and documentation of learning gains and performance results.
- A list of total enrollment/completions, by program, will be issued monthly to Department of Corrections. Additionally, a list of offenders who take the GED Test, along with scores, date of test, date of certification, certification number, and pass/fail will be submitted to DOC Education Unit for entrance into the Comit database.

5. EQUIPMENT AND SUPPLIES

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

6. INSTRUCTION FACILITIES

- Physical facilities for academic classes will include adequate space and utilities in classrooms and related areas that provide for safe and orderly quality work to meet the program objectives.

- Instructional areas including storage areas, restrooms, and offices will be adequate for the number of students and staff using such areas.
- All facilities will be properly maintained to provide an environment that is conducive to learning and working.

7. SAFETY FEATURES AND PRACTICES

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

APPENDIX D HEALTH SERVICES

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-140114 Screening New Arrivals and Health Assessment
- OP-140121 Outside Providers for Health Care Management
- OP-140128 Commitment of Offender Patients to Department of Mental Health and Substance Abuse Services
- OP-140130 Pharmacy
- OP-140131 Health Care Transportation
- OP-140134 Credentialing Process
- OP-140140 Mental Health Administration and Organization
- OP-140502 Pharmaceutical and Medical Supply Requisition, Transportation and Security

The Contractor will follow CONTRACTOR policies in these areas and 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.

1. Definitions:

- a. 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.
- b. 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.
- c. Urgent care: Care medically necessary to prevent deterioration, other than normal aging of an offender's health that results from an unforeseen illness or injury and be delivered within 72 hours.
- d. 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.

- e. 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.
 - f. 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.
 - g. Outpatient care: Health care provided where the offender remains ambulatory and is not kept in a health care facility overnight.
 - h. Major mental illness: An offender will be identified as having a major illness if currently prescribed psychotropic medications.
 - i. Reimbursable medical costs: Those medical, mental health and dental costs payable by the State of Oklahoma.
- B. Licensure: All health care providers will be licensed, certified or registered as required by state and federal laws and regulations. All health services employees will practice only within the scope of their licensor's certification and the Medical or Nursing Practice Act.
- C. 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.
- D. Primary Medical Care: The Contractor's health care program will provide offenders with primary health care services to include but not necessarily limited to the following services at the facility:
- Medical screening performed upon admission to the facility.
 - Primary care services, including sick call in accordance with the DOC Operating Standards to general and lockdown populations.
 - Physician services.
 - Nursing services.
 - Medical Observation services.
 - Mental health services.
 - Laboratory services.
 - Vision services.
 - Radiology services.

- Prescription pharmacy services.
- Over-the-counter medications
- 24 hour emergency medical, mental and dental health care services.
- Treatment, management and control of TB, HIV/AIDS, and other communicable diseases.
- Special medical and dental diets.
- Physical therapy services, speech therapy and occupational therapy.
- All orthotic devices
- Durable medical supplies and equipment.
- Medical and dental prostheses.
- Hearing aids.
- Glasses.

E. Dental Care: The dental program provided by the Contractor will provide offenders with dental treatment to include but not necessarily limited to the following services:

- Emergency treatment of dental abscesses.
- Amalgam and composite restorations.
- Root canal treatment on anterior teeth that are restorable.
- All necessary extractions, to include soft tissue and partial bony impaction.
- Full dentures.
- Maxillary removable partial dentures when necessary for proper mastication.
- Mandibular removable partial dentures when necessary for proper mastication.
- Oral prophylaxis.
- Annual cleaning
- Access to oral surgery specialty outpatient care to include but not limited to extractions, biopsies or other surgical procedures and the treatment of fractured jaws.
- Partial dentures for anterior teeth

F. Mental Health Care: The mental health program will provide adequate access to a psychologist and a psychiatrist, clinical practice nurse, or psychiatrically trained physician for consultative and prescriptive services. Although a licensed psychologist is preferred, a part-time psychologist or psychiatrist may be employed for on-site consultation and supervision of licensed master's level professionals. The mental health personnel will be responsible to screen evaluate, and treat major mental illnesses as required in DOC OP-140201, "Mental Health Services Duties and Responsibilities." The Contractor will maintain a suicide prevention program in accordance with its policies and procedures. Services will also include, at a minimum, substance abuse services, to include education and self-help, basic cognitive behavioral group programs and individual psychological counseling.

G. Optometric Care: All offenders 40 years of age and older shall be offered, at their request, an annual optometric examination to include testing for glaucoma, as well as testing for near and far sightedness. Offenders less than 40 years of age may be offered a visual acuity screening test. An offender whose vision tests as 20/70

vision or worse in one or both eyes (with or without glasses) is eligible to receive one optometric examination annually.

- H. Outpatient Care: The Contractor will be liable, as set forth in section 5.6 L., 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.
- I. 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(s) which provides for all inpatient medical/psychiatric services as appropriate will be utilized. OU Medical Center (OUMC) may be utilized as set forth in Section 5.6.H. The costs for inpatient or outpatient surgery, all hospital costs and the cost of autopsies will be paid as set forth in section 5.6.L.
- J. Emergency Care and Urgent Care: The Contractor will be liable, as set forth in section 5.6.L., 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. Where possible, the Contractor will attempt to arrange the emergency care at OU Medical Center (OUMC). Emergency transportation by air or ground ambulance will be at the Contractor's expense.
- K. 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 in existence at the time of execution of this Contract. 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.
- L. 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 inmate is returned to the institution. The Contractor may claim reimbursement from the Department for the inpatient hospitalization in a licensed hospital, for the hospital charges only, not separate physician or other provider charges, for the amount which exceeds \$70,000 per inpatient hospital discharge for each single hospital stay which originates while the contract for services is in effect between the Contractor and the Department. The Department will reimburse the Contractor at the rate of 70% for all charges over \$70,000.
4. Department health services personnel must be notified of hospitalizations within 24 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 24 hours of admission. An authorization number will be issued by Department health services personnel for each hospitalization. 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.

- M. Medical Co-pay Program: The Contractor will implement a medical co-pay procedure in accordance with Department Policy and Procedure, OP-140117, "Offender Access to Health Care". The cost will be \$4.00 per visit and \$4.00 per prescription. Money received in connection with any medical co-payment plan will be reported monthly to the Department on a quarterly basis.
- N. 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.
- O. 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 the Department health services personnel. The Contractor will retain offender prescription refill requests for six (6) months after an offender is transferred from the Facility.
- P. 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 as described in Appendix D.
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.
- Q. 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.

R. 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.

S. Medical Quality Assurance and Self-Monitoring Program: A quality assurance review and self-monitoring program will be established and maintained to ensure 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.

Staffing Pattern and DOC Procedures: In regard to the Contract staffing pattern, DOC will accept CONTRACTOR staffing patterns provided CONTRACTOR 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 Services Division. For the purpose of this Contract regarding medical issues, correspondence with the Chief Medical Officer of the facility or CONTRACTOR will constitute official notice pursuant to the Contract requiring immediate action.

**APPENDIX C
LIQUIDATED DAMAGES**

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

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

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

**APPENDIX E
REQUIRED MATERIALS FOR
LAW LIBRARY**

<u>Item</u>	<u>Title</u>	<u>Publisher</u>	<u>Upkeep Service</u>
1.	United States Code Annotated OR United States Code Service Titles 18, 21, 28, 42, Constitution and index only	West Lawyers Cooperative	Yes
2.	Supreme Court Reporter, beginning with volume 100 plus volumes 92, 94, and 96 OR Supreme Court Reporter, Lawyers Edition	West Lawyers Cooperative	Yes
3.	Federal Reporter 2nd beginning with volume 615 thru 999	West	No
4.	Federal Reporter 3rd 1 volume thru current	West	Yes
5.	Federal Supplement beginning with volume 481	West	Yes
6.	Federal Practice Digest 4th	West	Yes
7.	Oklahoma Statutes (Annotated)	West	Yes
8.	Oklahoma Decisions beginning with volume 605	West	Yes
9.	Oklahoma Digest 2nd	West	Yes
10.	Vernon's Oklahoma Forms	West	Yes
11.	How to Find the Law 8th Ed.	West	No
12.	Constitutional Rights of the Accused 2nd (3 volumes)	Clark/Boardman	Yes
13.	Law of Sentencing	Clark/Boardman	Yes
14.	Handling of Criminal Appeals	Clark/Boardman	Yes
15.	Post-Conviction Remedies	Clark/Boardman	Yes
16.	Federal Civil Rights Act, 3rd (2 volumes)	Clark/Boardman	Yes
17.	Motions in Federal Court	Lawyers Cooperative	Yes

APPENDIX E (continued)
FORMS REQUIRED IN LAW LIBRARIES

Writ of Habeas Corpus - U.S.C. Title 28 Section 2254
Affidavit
Verification
Petition for Criminal Appeals with the Oklahoma Court of Criminal Appeals
Pauper's Affidavit and Statement of Prison Account
Civil Right Complaint-U.S.C. Title 42, Section 1983 with Cover Sheet and In Forma Pauperis
Motion for Transcript at Public Expense
Certificate of Mailing
Notice of Intent Appeal
Application for Post-Conviction Relief
Federal In Forma Pauperis
Motion for Speedy Trial or Dismissal of Charges
Application for Search and Certified Copy of Birth Certificate
Summons

DOC 060125L	"Offenders Misconduct Appeal Form"
DOC 030115A	"Offender's Request for Disbursement of Legal Costs"
DOC 060212B	"Request for Review of Individual Criminal History Record"
DOC 060212C	"Challenge of Criminal History Record"
DOC 060212D	"Request for Review of Individual Department of Corrections Record"
DOC 060212F	"Authorization to Release Department of Corrections Record Information"
DOC 090124A	"Offender Grievance Report Form"
DOC 140108A	"Authorization to Release of Protected Health Information"
DOC 140108F	"Medical Record Review"
DOC 140108G	"Authorization for Release of Protected Health Information Release of Psychiatric/Psychological Records"

APPENDIX F
FACILITY 12- HOUR STAFFING PATTERN
CIMARRON CORRECTIONAL FACILITY BASED UPON 1650 OFFENDERS

Warden	1.00
Assistant Warden	2.00
Manager, Learning and Development	1.00
Manager, Operations Finance	1.00
Bookkeeper	1.00
Accounting Clerk	2.00
Manager, Human Resources	1.00
Human Resource Assistant	1.00
Investigator	1.00
Manager, Quality Assurance	1.00
Safety Manager	1.00
Grievance Coordinator	1.00
Master Scheduler	1.00
Mailroom Supervisor	1.00
Mailroom Clerk	2.00
Secretary	1.00
Administrative Clerk	10.00
Chief of Unit Management	1.00
Classification/Jobs Coordinator	1.00
Unit Manager	4.00
Case Manager	13.00
Correctional Counselor	13.00
Records Supervisor	1.00
Records Specialist	1.00
Records Clerk	2.00
Maintenance Supervisor	1.00
Maintenance Worker	5.00
Warehouse Manager	1.00
Warehouse/Commissary Worker	4.00
Laundry Supervisor	1.00
Recreation Supervisor	1.00
Substance Abuse Counselor	1.00
Chaplain	2.00.00

Food Service Manager*	1.00
Assistant Food Service Manager*	1.00
Food Service Supervisor*	10.00
Health Services Administrator	1.00
Physician	1.00
ARNP/PA	1.00
Clinical Supervisor	1.00
Psychologist, Part-Time	.50
Mental Health Coordinator	2.00
RN	8.00
LPN	9.75
Certified Medication Assistant	3.75
Medical Records Clerk	2.00
Dentist	1.00
Dental Assistant	1.00
Dental Hygienist	.50
Dentist*	.50
Dental Assistant*	.50
Psychiatrist*	.75
Optometrist*	PRN
Principal	1.00
Academic Instructor	5.00
Vocational Instructor	5.00
Librarian	1.00
Librarian, Part-Time	.50
Diagnostician*	PRN
Chief of Security	1.00
Shift Supervisor	6.00
Assistant Shift Supervisor	6.00
Senior Correctional Officer	17.00
Correctional Officer	146.00
TOTAL	317.50

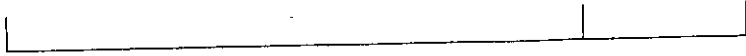
*Indicates Contract Staff

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

Warden	1.00
Assistant Warden	2.00
Manager, Learning and Development	1.00
Manager, Operations Finance	1.00
Bookkeeper	1.00
Accounting Clerk	1.00
Manager, Human Resources	1.00
Human Resource Assistant	1.00
Investigator	1.00
Manager, Quality Assurance	1.00
Safety Manager	1.00
Grievance Coordinator	1.00
Master Scheduler	1.00
Mailroom Supervisor	1.00
Mailroom Clerk	2.00
Secretary	1.00
Administrative Clerk	10.00
Administrative Clerk, Part-Time	1.00
Chief of Unit Management	1.00
Classification/Jobs Coordinator	1.00
Unit Manager	4.00
Case Manager	14.00
Correctional Counselor	16.00
22	1.00
Records Supervisor	1.00
Records Clerk	2.00
Maintenance Supervisor	1.00
Maintenance Worker	5.00
Warehouse Manager	1.00
Warehouse/Commissary Worker	3.00
Recreation Supervisor	1.00
Chaplain	1.00
Food Service Manager*	1.00
Assistant Food Service Manager*	1.00
Food Service Supervisor*	4.00

Health Services Administrator	1.00
Physician	1.00
ARNP/PA	1.00
Clinical Supervisor	1.00
Psychologist/ Mental Health Coordinator	1.00
Mental Health Coordinator	2.00
RN	6.00
LPN	8.00
Certified Medication Assistant	5.00
Certified Medication Assistant, Part-Time	1.00
Medical Records Clerk	2.00
Dentist	1.00
Dentist, Part-Time	.50
Dental Assistant	1.00
Dental Assistant, Part-Time	.50
Dental Hygienist	.50
Psychiatrist*	.65
Optometrist*	PRN
Principal	1.00
Academic Instructor	5.00
Vocational Instructor	3.00
Librarian	1.00
Diagnostician*	PRN
Chief of Security	1.00
Shift Supervisor	6.00
Assistant Shift Supervisor	6.00
Senior Correctional Officer	21.00
Correctional Officer	151.00
TOTAL	315.15

*Indicates Contract Staff



APPENDIX H Work and Program Plan

CIMARRON CORRECTIONAL FACILITY Medium Bed Capacity 1470		DAVIS CORRECTIONAL FACILITY Medium Bed Capacity 1,260	
		DEPARTMENT	
ACADEMICS	95	ACADEMICS	264
ADMIN-ORDERLY	4	ADMIN-ORDERLY	2
BACK DOCK	2	BACK DOCK	1
CAPT. CREW	15	CAPT. CREW	6
CHAPLAIN ORDERLY	16	CHAPLAIN ORDERLY	2
COMMISSARY	14	COMMISSARY	6
EDUC. ORDERLY	6	DOG PROGRAM	25
EDUC. TUTORS/AIDS	16	EDUC. TUTORS/AIDS	14
EDC. POD TUTORS	22	FACILITY ARTIST	1
FIRE SAFETY ORDERLY	2	FIRE SAFETY ORDERLY	1
FACILITY ARTIST	13	FOOD SERVICE	127
FOOD SERVICE	170	INTAKE	9
INTAKE	6	INTENSIVE SUPERVISION UNIT	240
MAX UNIT ORDERLY	8	LAUNDRY	5
LAUNDRY	25	LIBRARY CLERK	4
LIBRARY CLERK	6	MAINTENANCE	14
MAINTENANCE	22	MEDICAL	3
MEDICAL	6	MINIMUM CREW	2
UNIT ORDERLIES (36 PER POD)	396	NEWSPAPER	2
BARBERS- 3 per pod	33	ORDERLY-AN	9
UNIT LIBRARY ORDERLY	11	ORDERLY-AS	8
OFFENDER LEGAL ASST.	6	ORDERLY-BN	21
RECREATION/UNIT REC.	41	ORDERLY-BN	23
YARD CREW	18	ORDERLY-BN	5
UNIT LAUNDRY (2 PER POD)	22	ORDERLY-CN	8
VISITATION	5	ORDERLY-CS	24
VOCATIONAL EDUCATION	75	ORDERLY-DN	12
BASIC LIFE PRINCIPLES	120	ORDERLY-DS	10
COMPOUND #2 yard	6	ORDERLY-ECHO	12
ROTUNDA	3	ORDERLY-FOX	2
		ORDERLY-GOLF	10
		ORDERLY-ROTUNDA	16
		RECREATION	70
		VO-TECH	9
		YARD CREW	
		TOTAL ASSIGNED	



State of Oklahoma
 Department of Central Services
 Central Purchasing Division

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

In accordance with 74 O.S. § 85.22, a certification shall be included with any competitive bid or contract submitted to the State for goods or services.

Solicitation #: _____

A. For purposes of competitive bid or contract, I certify:

1. I am the duly authorized agent of _____ the bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;

2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

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

 Authorized Signature

 Certified This Date

 Printed Name

 Title

 Phone Number

 Email

 Fax Number

AMENDMENT #1

OF THE FY 2015

CORRECTIONAL SERVICES CONTRACT

BETWEEN

CORRECTIONS CORPORATION OF AMERICA

AND

OKLAHOMA DEPARTMENT OF CORRECTIONS

THIS CORRECTIONAL SERVICES CONTRACT, dated as of the 1st day of October 2014, by and between the CORRECTIONS CORPORATION OF AMERICA (the Contractor) and the OKLAHOMA DEPARTMENT OF CORRECTIONS (the "State").

WITNESSETH:

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 amend the current Contract, with existing amendments, previous annual renewals still applying to this renewal contract, unless otherwise specified, with the agreements as described herein as follows. Article 6, Section 6.2

ARTICLE 6
Personnel

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 F and 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 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 CCF Appendix F and DCF Appendix G is based upon the Facility census of 1650 offenders at Cimarron Correctional Facility and 1670 offenders at Davis Correctional Facility. If the average daily population (ADP) of less than 1,500 offenders for Cimarron Correctional Facility or 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 at Cimarron Correctional Facility or Davis Correctional Facility exceeds 1,670, staffing will be adjusted as mutually agreed upon by the parties. The Contractor must adhere to Appendix F (CCF) and Appendix G (DCF). If the vacancy rate for any month exceeds 20% of the total positions on the amended staffing patterns, the Contractor will be assessed penalties accordingly as described above.

The Appendixes referred to in this amendment are revised and dated 1/7/2015 and attached to this amendment.

All other terms and conditions of the Correctional Services Contract, including all amendments, remain the same and continue in effect through the term of this annual renewal contract.

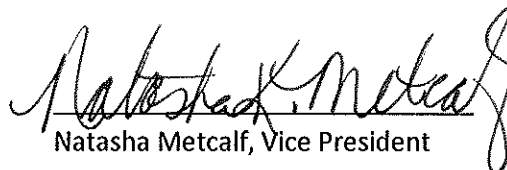
IN WITNESS WHEREOF, the parties hereto have executed this Contract on the 7th day of JAN. 2015.

State of Oklahoma



Robert Patton, Director
Department of Corrections

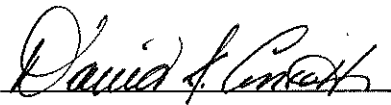
Corrections Corporation of America



Natasha Metcalf, Vice President
Partnership Development

Approved as to Form:

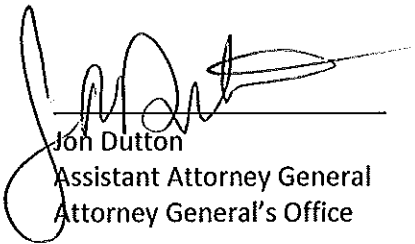
Approved as to Form:



David Cincotta
General Counsel
Department of Corrections

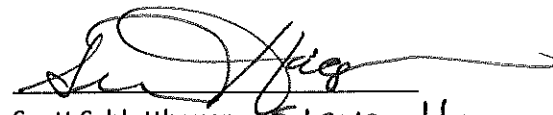
The undersigned authorities, each of them respectively, have reviewed the contract for compliance with the provisions of applicable statutes 57 O.S. 1997 Supp sections 561 and 561.1 as well as all other applicable statutes and the contract conforms with those requirements.

Approved:



Jon Dutton
Assistant Attorney General
Attorney General's Office

Approved:



~~Scott Schlotthauer~~ Steve Hagar
State Purchasing Director
Office of Management & Enterprise Services

APPENDIX F
FACILITY 12-HOUR STAFFING PATTERN

CIMARRON CORRECTIONAL FACILITY BASED UPON 1,650 OFFENDERS

Title	Approved
Warden	1.00
Assistant Warden	2.00
Manager Learning And Development	1.00
Manager, Operations Finance	1.00
Bookkeeper	1.00
Accounting Clerk	2.00
Manager, Human Resources	1.00
Human Resource Assistant	1.00
Investigator	1.00
Manager, Quality Assurance	1.00
Safety Manager	1.00
Grievance Coordinator	1.00
Master Scheduler	1.00
Mailroom Supervisor	1.00
Mailroom Clerk	2.00
Secretary	1.00
Administrative Clerk	10.00
Chief Of Unit Management	1.00
Classification/Jobs Coordinator	1.00
Unit Manager	4.00
Case Manager	13.00
Correctional Counselor	13.00
Records Supervisor	1.00
Records Specialist	1.00
Records Clerk	2.00
Maintenance Supervisor	1.00
Maintenance Worker	5.00
Warehouse Manager	1.00
Warehouse/Commissary Worker	4.00
Laundry Supervisor	1.00
Recreation Supervisor	1.00
Substance Abuse Counselor	1.00
Chaplain	2.00

Title	Approved
Food Service Manager*	1.00
Assistant Food Service Manager*	1.00
Food Service Supervisor*	10.00
Health Services Administrator	1.00
Physician	1.00
ARNP/PA	1.00
Clinical Supervisor	1.00
Psychologist, Part-Time	0.50
Mental Health Coordinator	2.00
RN	8.00
LPN	9.75
Certified Medication Assistant	3.75
Medical Records Clerk	2.00
Dentist	1.00
Dental Assistant	1.00
Dental Hygienist	0.50
Dentist *	0.50
Dental Assistant*	0.50
Psychiatrist*	0.75
Optometrist*	PRN
Principal	1.00
Academic Instructor	5.00
Vocational Instructor	5.00
Librarian	1.00
Librarian, Part-Time	0.50
Diagnostician*	PRN
Chief of Security	1.00
Shift Supervisor	6.00
Assistant Shift Supervisor	6.00
Senior Correctional Officer	17.00
Correctional Officer	132.00
TOTAL	301.75

*Indicates Contract Staff

1/7/2015

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

Title	Approved
Warden	1.00
Assistant Warden	2.00
Manager Learning And Development	1.00
Manager, Operations Finance	1.00
Bookkeeper	1.00
Accounting Clerk	1.00
Manager, Human Resources	1.00
Human Resource Assistant	1.00
Investigator	1.00
Manager, Quality Assurance	1.00
Safety Manager	1.00
Grievance Coordinator	1.00
Master Scheduler	1.00
Mailroom Supervisor	1.00
Mailroom Clerk	2.00
Secretary	1.00
Administrative Clerk	10.00
Administrative Clerk, Part-Time	1.00
Chief Of Unit Management	1.00
Classification/Jobs Coordinator	1.00
Unit Manager	4.00
Case Manager	14.00
Correctional Counselor	16.00
Records Manager	1.00
Records Supervisor	1.00
Records Clerk	2.00
Maintenance Supervisor	1.00
Maintenance Worker	5.00
Warehouse Manager	1.00
Warehouse/Commissary Worker	3.00
Recreation Supervisor	1.00
Chaplain	1.00

Title	Approved
Laundry Supervisor	1.00
Food Service Manager*	1.00
Assistant Food Service Manager*	1.00
Food Service Supervisor*	4.00
Health Services Administrator	1.00
Physician	1.00
ARNP/PA	1.00
Clinical Supervisor	1.00
Psychologist	1.00
Mental Health Coordinator	2.00
RN	6.00
LPN	8.00
Certified Medication Assistant	5.00
Certified Medication Assistant, Part-Time	1.00
Medical Records Clerk	2.00
Dentist	1.00
Dentist, Part-Time	0.50
Dental Assistant	1.00
Dental Assistant, Part-Time	0.50
Dental Hygienist, Part-Time	0.50
Psychiatrist*	0.65
Optometrist*	PRN
Principal	1.00
Academic Instructor	5.00
Vocational Instructor	3.00
Librarian	1.00
Diagnostician*	PRN
Chief of Security	1.00
Shift Supervisor	6.00
Assistant Shift Supervisor	6.00
Senior Correctional Officer	21.00
Correctional Officer	137.00
TOTAL	302.15

*Indicates Contract Staff

1/7/2015

AMENDMENT #2

FY 2016 ANNUAL RENEWAL OF THE
CORRECTIONAL SERVICES CONTRACT

BETWEEN

CORRECTIONS CORPORATION OF AMERICA

AND

OKLAHOMA DEPARTMENT OF CORRECTIONS

THIS CORRECTIONAL SERVICES CONTRACT, dated as of the 1st day of October 2014, by and between the CORRECTIONS CORPORATION OF AMERICA (the Contractor) and the OKLAHOMA DEPARTMENT OF CORRECTIONS (the "State).

WITNESSETH:

WHEREAS, the Contractor is the Operator of an adult male medium and maximum security correctional facility, Cimarron Correctional Facility, consisting of 1542 medium and 180 maximum security beds located at 3200 S. Kings Highway, Cushing, Oklahoma 74023 (the "Facility"); and an adult male medium and maximum security correctional facility, Davis Correctional Facility, consisting of 1360 medium and 360 maximum security correctional facility located at 6888 E. 133rd, Holdenville, Oklahoma 74848 (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 amend the current Contract, with existing amendments, previous annual renewals still applying to this renewal contract, unless otherwise specified, with the agreements as described herein as follows. Article 2, Section 2.2, Term of Contract. Revisions and updates to Article 3, Section 3.1 Offender Housing; Article 7, Compensation and Adjustments; Article 11, Section 11.13 Required Purchases from the Oklahoma Correctional Industries, Section 11.14 Notices, and Appendixes A and D.

ARTICLE 2
TERM OF CONTRACT

Section 2.2 **Term of Agreement**. The Contractor agrees to renew the contract with the State for a period beginning September 10, 2015 and ending June 30, 2016. There remain three additional one-year renewal options beginning July 1, 2016 and ending June 30, 2019. 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.

Article 3
Offenders

Section 3.1 **Offender Housing** The contractor agrees to provide appropriate housing in accordance with the Operating Standards for maximum security offenders and medium security offenders at Cimarron Correctional Facility, and Davis Correctional Facility. The number of beds in this contract may increase or decrease, in which case the payment will be adjusted accordingly. The number of beds in this contract may be expanded by mutual agreement of the parties with the per diem cost for additional beds to be negotiated.

Article 7
Compensation and Adjustments

7.1 Section A The per-diem rates for Maximum security offenders will remain at \$57.96 and the per-diem rate for medium offenders will remain at \$44.03 regardless of the facility in which the offender is being housed.

7.1 Section C Guarantee

If on a quarterly basis the Department does not use 98% of the total 2,280 beds, the Department shall also pay Contractor for the difference between the actual beds used and 98% of the above mentioned total facility beds on a quarterly basis at the rate of \$49.00. The total 2,280 beds to which the guarantee applies only includes the first 360 maximum beds and the first 1,920 medium beds at Cimarron Correctional Facility and Davis Correctional Facility, the distribution of which shall be mutually determined by the Department and the Contractor. The invoice for any additional amounts owed by the Department as a result of the quarterly reconciliation shall be submitted by Contractor at the end of each quarter. Payment shall be made within thirty (30) days of receipt of the invoice by the State.

Article 11
Miscellaneous

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 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 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

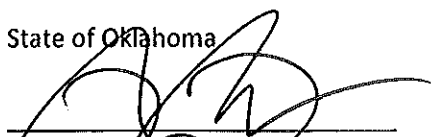
Renumbered 11.14 from 11.13 for inclusion of Section 11.13, above.

Appendix A "Department and Division Policies and Directives Applicable to Contractor" and D "Health Services" revised and updated, dated September 10, 2015 and attached to this Amendment.

All other terms and conditions of the Correctional Services Contract, including all amendments, remain the same and continue in effect through the term of this annual renewal contract. All references to DCF and/or CCF throughout the contract will apply to Cimarron Correctional Facility, or Davis Correctional Facility.

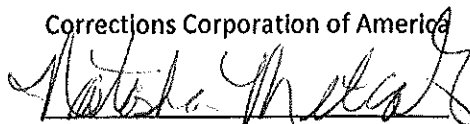
IN WITNESS WHEREOF, the parties hereto have executed this Contract on the 10th day of September, 2015.

State of Oklahoma




Robert Patton, Director
Department of Corrections

Corrections Corporation of America



Natasha Metcalf, Vice President
Partnership Development

Approved as to Form:



David Cincotta
General Counsel

APPENDIX A
DEPARTMENT & DIVISION POLICIES AND DIRECTIVES

APPLICABLE TO CONTRACTOR

(Revised September 10, 2015)

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 "Offender Housing"
OP-030103 "Offender Job and Program Assignments"
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OP-030501 "Personal Hygiene and Appearance Code"
OP-030601 "Oklahoma Prison Rape Elimination Act (PREA)"
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OP-120230 "Offender Trust Funds"
OP-120701 "Canteen Operations and Employee/Offender Welfare Fund"
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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 D
HEALTH SERVICES**
(Revised September 10, 2015)

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
- OP-140140 Mental Health Administration and Organization
- OP-140145 Female Offender Health Services

The Contractor will follow CONTRACTOR policies in these areas and 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.

1. Definitions:

- a. 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.
- b. 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.

- c. Urgent care: Care medically necessary to prevent deterioration, other than normal aging of an offender's health that results from an unforeseen illness or injury and be delivered within 72 hours.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. Outpatient care: Health care provided where the offender remains ambulatory and is not kept in a health care facility overnight.
 - h. Major mental illness: An offender will be identified as having a major illness if currently prescribed psychotropic medications.
 - i. Reimbursable medical costs: Those medical, mental health and dental costs payable by the State of Oklahoma.
- B. Licensure: All health care providers will be licensed, certified or registered as required by state and federal laws and regulations. All health services employees will practice only within the scope of their licenser's certification and the Medical or Nursing Practice Act.
- C. 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.

D. Primary Medical Care: The Contractor's health care program will provide offenders with primary health care services to include but not necessarily limited to the following services at the facility:

- Medical screening performed upon admission to the facility.
- Primary care services, including sick call in accordance with the DOC Operating Standards to general and lockdown populations.
- Physician services.
- Nursing services.
- Medical Observation services.
- Mental health services.
- Laboratory services.
- Vision services.
- Radiology services.
- Prescription pharmacy services.
- Over-the-counter medications
- 24 hour emergency medical, mental and dental health care services.
- Treatment, management and control of TB, HIV/AIDS, and other communicable diseases.
- Special medical and dental diets.
- Physical therapy services, speech therapy and occupational therapy.
- All orthotic devices
- Durable medical supplies and equipment.
- Medical and dental prostheses.
- Hearing aids.
- Glasses.

E. Dental Care: The dental program provided by the Contractor will provide offenders with dental treatment to include but not necessarily limited to the following services:

- Emergency treatment of dental abscesses.
- Amalgam and composite restorations.
- Root canal treatment on anterior teeth that are restorable.
- All necessary extractions, to include soft tissue and partial bony impaction.
- Full dentures.
- Maxillary removable partial dentures when necessary for proper mastication.
- Mandibular removable partial dentures when necessary for proper mastication.
- Oral prophylaxis.
- Annual cleaning
- Access to oral surgery specialty outpatient care to include but not limited to extractions, biopsies or other surgical procedures and the treatment of fractured jaws.
- Partial dentures for anterior teeth

F. Mental Health Care: The mental health program will provide adequate access to a psychologist and a psychiatrist, clinical practice nurse, or psychiatrically trained physician for consultative and prescriptive services. Although a licensed psychologist is preferred, a part-time psychologist or psychiatrist may be employed for on-site consultation and supervision of licensed master's level professionals. The mental health personnel will be responsible to screen evaluate, and treat major mental illnesses as required in DOC OP-140201, "Mental Health Services Duties and Responsibilities." The Contractor will maintain a suicide prevention program in accordance with its policies and procedures. Services will also include, at a minimum, substance abuse services, to include education and self-help, basic cognitive behavioral group programs and individual psychological counseling.

G. Optometric Care: All offenders 40 years of age and older shall be offered, at their request, an annual optometric examination to include testing for glaucoma, as well as testing for near and far sightedness. Offenders less than 40 years of age may be offered a visual acuity screening test. An offender whose vision tests as 20/70 vision or worse in one or both eyes (with or without glasses) is eligible to receive one optometric examination annually.

H. Outpatient Care: The Contractor will be liable, as set forth in section 5.6 L., 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.

- I. 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(s) which provides for all inpatient medical/psychiatric services as appropriate will be utilized. OU Medical Center (OUMC) may be utilized as set forth in Section 5.6.H. The costs for inpatient or outpatient surgery, all hospital costs and the cost of autopsies will be paid as set forth in section 5.6.L.
- J. Emergency Care and Urgent Care: The Contractor will be liable, as set forth in section 5.6.L., 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. Where possible, the Contractor will attempt to arrange the emergency care at OU Medical Center (OUMC). Emergency transportation by air or ground ambulance will be at the Contractor's expense.
- K. 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 in existence at the time of execution of this Contract. 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.
- L. 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 inmate is returned to the institution. The Contractor may claim reimbursement from the Department for the inpatient hospitalization in a licensed hospital, for the hospital charges only, not separate physician or other provider charges, for the amount which exceeds \$70,000 per inpatient hospital discharge for each single hospital stay which originates while the contract for services is in effect between the Contractor and the Department. The Department will reimburse the Contractor at the rate of 70% for all charges over \$70,000.
 4. Department health services personnel must be notified of hospitalizations within 24 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 24 hours of admission. An authorization number will be issued by Department health services personnel for each hospitalization. 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.
- M. Medical Co-pay Program: The Contractor will implement a medical co-pay procedure in accordance with Department Policy and Procedure, OP-140117, "Offender Access to Health Care". The cost will be \$4.00 per visit and \$4.00 per prescription. Money received in connection with any medical co-payment plan will be reported monthly to the Department on a quarterly basis.
- N. 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.
- O. 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 the Department health services personnel. The Contractor will retain offender prescription refill requests for six (6) months after an offender is transferred from the Facility.

P. 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 as described in Appendix D.

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.

Q. 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.

R. 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.

S. Medical Quality Assurance and Self-Monitoring Program: A quality assurance review and self-monitoring program will be established and maintained to ensure 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.

Staffing Pattern and DOC Procedures: In regard to the Contract staffing pattern, DOC will accept CONTRACTOR staffing patterns provided CONTRACTOR 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 Services Division. For the purpose of this Contract regarding medical issues, correspondence with the Chief Medical Officer of the facility or CONTRACTOR will constitute

official notice pursuant to the Contract requiring immediate action.

AMENDMENT #3

FY 2017 ANNUAL RENEWAL OF THE
CORRECTIONAL SERVICES CONTRACT

BETWEEN

CORRECTIONS CORPORATION OF AMERICA

AND

OKLAHOMA DEPARTMENT OF CORRECTIONS

THIS CORRECTIONAL SERVICES CONTRACT, dated as of the 1st day of July 2016, by and between the CORRECTIONS CORPORATION OF AMERICA (the Contractor) and the OKLAHOMA DEPARTMENT OF CORRECTIONS (the "State").

WITNESSETH:

WHEREAS, the Contractor is the Operator of an adult male medium and maximum security correctional facility, Cimarron Correctional Facility, consisting of 1542 medium and 180 maximum security beds located at 3200 S. Kings Highway, Cushing, Oklahoma 74023 (the "Facility"); and an adult male medium and maximum security correctional facility, Davis Correctional Facility, consisting of 1360 medium and 360 maximum security beds located at 6888 E. 133rd, Holdenville, Oklahoma 74848 (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 operations 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 amend the current Contract, with existing amendments, previous annual renewals still applying to this renewal contract, unless otherwise specified, with the agreements as described herein as follows: Article 2, Section 2.2, Term of Contract; Appendix A, "Department and Division Policies and Directives Applicable to Contractor"; Appendix D, "Health Services"; Appendix E, Required Materials for Law Library;" Appendix F, CCF Staffing Pattern; and Appendix G, DCF Staffing Pattern.

ARTICLE 2

TERM OF THE CONTRACT

Section 2.2 Term of the Contract. The Contractor agrees to renew the contract with the State for a period beginning July 1, 2016 and ending June 30, 2017. There remain two additional one-year renewal options

beginning July 1, 2017 and ending June 30, 2019. Renewal of the contract shall be automatic at the beginning of each successive fiscal year of the contract unless the Department gives notice hereunder that the contract will not be renewed. 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.

Appendix A, "Department and Division Policies and Directives Applicable to Contractor" revised and updated, dated July 1, 2016, and attached to this Amendment.

Appendix D, "Health Services" revised and updated, dated July 1, 2016, and attached to this Amendment.

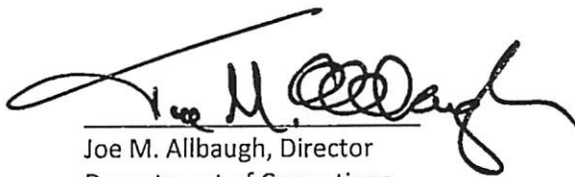
Appendix E, "Required Materials for Law Library" has been deleted.

Appendix F, "CCF Staffing Pattern" and Appendix G, "DCF Staffing Pattern" revised and updated, dated July 1, 2016 and attached to this Amendment.

All other terms and conditions of the Correctional Services Contract, including all amendments, remain the same and continue in effect through the term of this annual renewal contract, except as indicated in this amendment. All references to DCF and/or CCF throughout the contract will apply to Cimarron Correctional Facility, or Davis Correctional Facility.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate on the date indicated below.

State of Oklahoma



Joe M. Allbaugh, Director
Department of Corrections

Date Signed: 7.8.2013

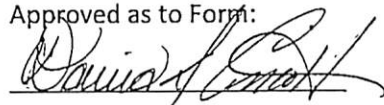
Corrections Corporation of America



Natasha Metcalf, Vice President
Partnership Development, CCA

Date Signed: 7/11/16

Approved as to Form:



David A. Cincotta
General Counsel

**APPENDIX A
DEPARTMENT & DIVISION POLICIES AND DIRECTIVES**

APPLICABLE TO CONTRACTOR

(Revised July 1, 2016)

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Appendix D
Health Services
(Revised July 1, 2016)

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-140130 entitled "Pharmacy"

OP-140134 entitled "Credentialing Process"

OP-140140 entitled "Mental Health Administration and Organization"

OP-140105 entitled "Female Offender Health"

The Contractor will follow CONTRACTOR policies in these areas and 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.

1. Definitions:

- a. 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.
- b. 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.
- c. Urgent Care: Care medically necessary to prevent deterioration, other than normal aging of an offender's health that results from an unforeseen illness or injury and be delivered within 72 hours.
- d. 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.

- e. 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.
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 - g. Outpatient Care: Health care provided where the offender remains ambulatory and is not kept in a health care facility overnight.
 - h. Major Mental Illness: An offender will be identified as having a major illness if currently prescribed psychotropic medications.
 - i. Reimbursable Medical Costs: Those medical, mental health and dental costs payable by the State Of Oklahoma.
- B. Licensure: All health care providers will be licensed, certified or registered as required by state and federal laws and regulations. All health services employees will practice only within the scope of their licensure's certification and the Medical or Nursing Practice Act.
- C. 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 per week, 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.
- D. Primary Medical Care: The Contractor's health care program will provide offenders with primary health care services to include but not necessarily limited to the following services at the facility:
- Medical screening performed upon admission to the facility
 - Primary care services, including sick call in accordance with the DOC Operating Standards to general and lockdown populations.
 - Physician services
 - Nursing services
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 - Mental health services
 - Laboratory services
 - Vision services
 - Radiology services
 - Prescription pharmacy services

- Over-the-counter medications
- 24 hour emergency medical, mental health, and dental health care services
- Treatment, management, and control of TB, HIV/AIDS, and other communicable diseases
- Special medical and dental diets
- Physical therapy services, speech therapy, and occupational therapy
- All orthotic devices
- Durable medical supplies and equipment
- Medical and dental prostheses
- Hearing aids
- Glasses

E. Dental Care: The dental program provided by the Contractor will provide offenders with dental treatment to include but not necessarily limited to the following services:

- Emergency treatment of dental abscesses
- Amalgam and composite restorations
- Root canal treatment on anterior teeth that are restorable
- All necessary extractions, to include soft tissue and partial bony impaction
- Full dentures
- Maxillary removable partial dentures when necessary for proper mastication
- Mandibular removable partial dentures when necessary for proper mastication
- Oral prophylaxis
- Annual cleaning
- Access to oral surgery specialty outpatient care to include but not limited to extractions, biopsies, or other surgical procedures and the treatment of fractured jaws
- Partial dentures for anterior teeth

F. Mental Health Care: The mental health program will provide adequate access to a psychologist and psychiatrist, clinical practice nurse, or psychiatrically trained physician for consultative and prescriptive services. Although a licensed psychologist is preferred, a part-time psychologist or psychiatrist may be employed for on-site consultation and supervision of licensed master's level professionals. The mental health personnel will be responsible to screen, evaluate, and treat major mental illnesses as required by DOC OP-140201 entitled "Mental Health Services Duties and Responsibilities." The Contractor will maintain a suicide prevention plan in accordance with its policies and procedures. Services will also include, at a minimum, substance abuse services, to include education and self-help, basic cognitive behavioral group programs and individual psychological counseling.

G. Optometric Care: All offenders 40 years of age and older shall be offered, at their request, an annual optometric examination to include testing for glaucoma, as well as testing for near and far sightedness. Offenders less than 40 years of age may be offered a visual acuity screening test. An

offender whose vision tests as 20/70 or worse in one or both eyes (with or without glasses) is eligible to receive one optometric examination annually.

- H. Outpatient Care: The Contractor will be liable, as set forth in Section 5.6.L., 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.
- I. 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(s) which provides for all inpatient medical/psychiatric services as appropriate will be utilized. OU Medical Center (OUMC) may be utilized as set forth in Section 5.6.H. The costs for inpatient or outpatient surgery, all hospital costs and the cost of autopsies will be paid as set forth in Section 5.6.L.
- J. Emergency Care and Urgent Care: The Contractor will be liable, as set forth in Section 5.6.L., 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. Where possible, the Contractor will attempt to arrange the emergency care at OU Medical Center (OUMC). Emergency transportation by air or ground ambulance will be at the Contractor's expense.
- K. 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 HIV positive offender population being treated exceeds 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 in existence at the time of execution of this Contract. 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.
- L. 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 90 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 prosthesis 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 inmate is returned to the institution. The Contractor may claim reimbursement from the Department for the inpatient hospitalization in a licensed hospital, for the hospital charges only, not separate physician or other provider charges, for the amount which exceeds \$70,000 per inpatient hospital discharge for each single hospital stay which originates while the contract for services is in effect between the Contractor and the Department. The Department will reimburse the Contractor at the rate of 70% for all charges over \$70,000.
4. Department health services personnel must be notified of hospitalizations within 24 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 24 hours of admission. An authorization number will be issued by Department health services personnel for each hospitalization. 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 the 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. Kate Barnard Community Corrections Center Dental/Surgical Unit—The Contractor will be responsible for payment of services provided at the KBCC Dental/Surgical Unit located at 3400

Martin Luther King Blvd, for a flat fee of \$350.00 per inmate, per visit. The flat fee includes, but is not limited to, X-rays, local anesthetics, IV fluids and medications, needles and syringes, scalpels, nitrous oxide/oxygen, suture material, surgical burs, surgical gowns, barrier covers, and other sundry surgical supplies. The flat fee does not include services provided by an outside provider, which may be billed directly to the Contractor.

- M. Medical Co-Pay Program: The Contractor will implement a medical co-pay procedure in accordance with Department Policy and Procedure OP-140117 entitled "Access to Health Care". Money received in connection with any medical co-payment plan will be reported monthly to the Department on a quarterly basis.
- N. 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.
- O. 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 records and a complete copy of all medical records generated during incarceration at the private facility will be provided to the Department health services personnel. The Contractor will retain offender prescription refill requests for six (6) months after an offender is transferred from the Facility.
- P. 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 as described in this Appendix.
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.
- Q. 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.

- R. 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.

- S. Medical Quality Assurance and Self-Monitoring Program: A quality assurance review and self-monitoring program will be established and maintained to ensure 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 measure 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.

Staffing Pattern and DOC Procedures: In regard to staffing pattern, DOC will accept CONTRACTOR staffing patterns provided CONTRACTOR 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 Services Division. For the purpose of this Contract regarding medical issues, correspondence with the Chief Medical Officer of the facility or CONTRACTOR will constitute official notice pursuant to the Contract requiring immediate action.

APPENDIX F
FACILITY 12-HOUR STAFFING PATTERN
CIMARRON CORRECTIONAL FACILITY BASED UPON 1,650
OFFENDERS

Title	Approved	Title	Approved
Warden	1.00	Food Service Manager*	1.00
Assistant Warden	2.00	Assistant Food Service Manager*	1.00
Manager Learning And Development	1.00	Food Service Supervisor*	10.00
Manager, Operations Finance	1.00	Health Services Administrator	1.00
Bookkeeper	1.00	Physician	1.00
Accounting Clerk	2.00	ARNP/PA	1.00
Manager, Human Resources	1.00	Clinical Supervisor	1.00
Human Resource Assistant	1.00	Psychologist, Part-Time	0.50
Investigator	1.00	Mental Health Coordinator	2.00
Manager, Quality Assurance	1.00	RN	8.00
Safety Manager	1.00	LPN	9.75
Grievance Coordinator	1.00	Certified Medication Assistant	3.75
Master Scheduler	1.00	Medical Records Clerk	2.00
Mailroom Supervisor	1.00	Dentist	2.00
Mailroom Clerk	2.00	Dental Assistant	2.00
Secretary	1.00	Dental Hygienist	0.50
Administrative Clerk	10.00	Psychiatrist*	0.75
Chief Of Unit Management	1.00	Optometrist*	PRN
Classification/Jobs Coordinator	1.00	Principal	1.00
Unit Manager	4.00	Academic Instructor	5.00
Case Manager	13.00	Vocational Instructor	5.00
Correctional Counselor	13.00	Librarian	1.00
Records Supervisor	1.00	Librarian, Part-Time	0.50
Records Specialist	1.00	Diagnostician*	PRN
Records Clerk	2.00	Chief of Security	1.00
Maintenance Supervisor	1.00	Shift Supervisor	6.00
Maintenance Worker	5.00	Assistant Shift Supervisor	6.00
Warehouse Manager	1.00	Senior Correctional Officer	16.00
Warehouse/Commissary Worker	4.00	Correctional Officer	132.00
Laundry Supervisor	1.00	STG Officer	1.00
Recreation Supervisor	1.00	TOTAL	302.75
Program Facilitator - Substance Abuse	1.00		
Chaplain	2.00		

*Indicates Contract Staff

7/01/2016

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

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

Title	Approved
Food Service Manager*	1.00
Assistant Food Service Manager*	1.00
Food Service Supervisor*	4.00
Health Services Administrator	1.00
Physician	1.00
ARNP/PA	1.00
Clinical Supervisor	1.00
Psychiatrist	1.00
Mental Health Coordinator	3.00
RN	6.00
LPN	8.00
Certified Medication Assistant	5.00
Certified Medication Assistant, Part-Time	1.00
Medical Records Clerk	2.00
Dentist	1.00
Dentist, Part-Time	0.50
Dental Assistant	1.00
Dental Assistant	1.00
Dental Hygienist, Part-Time	0.50
Optometrist*	PRN
Principal	1.00
Academic Instructor	5.00
Vocational Instructor	3.00
Librarian	1.00
Diagnostician*	PRN
Chief of Security	1.00
Shift Supervisor	6.00
Assistant Shift Supervisor	6.00
Senior Correctional Officer	20.00
Correctional Officer	137.00
STG Officer	1.00
TOTAL	303.00

*Indicates Contract Staff

7/01/2016