

**CONTRACT No.: DMS 08/09-076
BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
CCA OF TENNESSEE, LLC
FOR THE
LAKE CITY CORRECTIONAL FACILITY**

AMENDMENT NO.: 12

This Amendment to Contract No.: DMS 08/09-076 (the "Contract") is by and between the State of Florida acting through the Florida Department of Management Services (the "Department") and CCA of Tennessee, LLC, 10 Burton Hills Boulevard, Nashville, Tennessee 37215 (the "Contractor"). The Department and the Contractor may be referred to as "Party" or collectively as the "Parties" in recognition of the following:

WHEREAS, the Parties hereto have previously entered into Contract DMS 08/09-076, dated July 31, 2009, (the Contract) for the Contractor to operate, maintain and manage the Lake City Correctional Facility (the Facility); and

WHEREAS, Article 12.15 of the Contract expressly allows for amendments to be made to the Contract;

Therefore, the Parties agree to amend the Contract as follows:

1. Sub-section 5.5.1. is amended to read:

5.5.1. By May 1 of each year, CONTRACTOR must submit an application for expenditures to be made from the trust fund for the next fiscal year, to the Department for review. The Department shall not approve expenditures that exceed the appropriation amount for next fiscal year. The final appropriation amount is certified upon the execution of the General Appropriations Act for the next fiscal year.

2. Sub-section 5.5.2. is amended to read:

5.5.2. Planned expenditures must cover expenses for unique and innovative programs or items or activities for the inmates at the Facility. Proposed additional expenditures for contractually required programs will not be authorized.

3. Sub-section 5.5.4. is amended to read:

5.5.4. CONTRACTOR must compile a report that documents the actual receipts and expenditures from this trust fund for each current fiscal year, beginning July 1 and ending June 30, and provide such to the Department. This report is due by July 31 each year for the previous fiscal year.

4. Sub-sections 5.5.6. and 5.5.7. are added to read:

- 5.5.6. CONTRACTOR will send to the Department a monthly report by the 15th of each month, for the previous month's deposits and expenditures made to the POIITWF (Commissary Account).
- 5.5.7. CONTRACTOR will send to the Department a monthly reimbursement request for approved program expenditures, conforming to the Department's procedure, by the 15th of each month, for the previous month's program expenditures.

5. Section 5.6. is amended to read:

- 5.6. AUDITING OF TRUST ACCOUNTS: CONTRACTOR shall develop and update as necessary, with the approval of the Department, administrative procedures to ensure proper accounting and internal control of the receipts and expenditures of the funds from the POIITWF (Commissary Account) and Inmate Bank Fund. CONTRACTOR shall review such procedures yearly to ensure procedures remain current and timely. Documentation of this review and any recommendations for change shall be submitted to the On-site Contract Monitor yearly. CONTRACTOR shall have an independent audit of the Inmate Bank Fund and POIITWF (Commissary) fund, conducted on an annual basis (fiscal year), pursuant to GAAP, and the entire results of the audit will be submitted to the Department by the following January 31.

6. Sub-section 5.6.1. is added to read:

- 5.6.1. Items sold in the commissary should only be those items allowed in 33-602.201, Appendix 1, Florida Administrative Code, and only in the possession quantities specified. Due to frequent transfers of inmates between private and state-run facilities, all items sold (e.g. MP3, 4 player and music, etc.) must be of similar value, appearance and compatible to those sold in state-run commissaries.

7. Sub-sections 5.7.2.1. and 5.7.2.2. are amended to read:

- 5.7.2.1. Inmate Bank Fund: A Monthly Inmate Bank fund statement, showing all activity, is due to the Department by the 15th of the month, for the previous month.
- 5.7.2.2. POIITWF (Commissary) Account: Monthly POIITWF (Commissary) statements will be made to the Department pursuant to sub-section 5.5.6 of this Amendment.

8. Section 5.13. is amended to read:

- 5.13. CONTRACTOR will release inmates in compliance with the DC's policy pertaining to release and the requirements of 33-601.501-503, Florida Administrative Code, which establishes the procedure to be followed in providing a discharge gratuity and travel to eligible inmates upon release. CONTRACTOR shall follow procedures which are substantially identical to those in 33-601.501-503, Florida Administrative Code, and make payment from its funds to eligible inmates. The DMS and/or DC shall not reimburse CONTRACTOR for discharge gratuity payments made. The funds for this should be incorporated into the per diem rate. A monthly report to include the inmate released and

the correspondent receipts for the discharge gratuity and travel payments shall be submitted to the On-Site Contract Monitor.

9. Section 5.15. is amended to read:

5.15. INMATE DISCIPLINE: CONTRACTOR will administer the system of inmate rules and disciplinary procedures in compliance with DC policy and procedures, Florida Statutes and Florida Administrative Code, Rules of Prohibitive Conduct and Penalties for Infractions consistent with those imposed by DC.

10. Sub-section 5.24.5. is amended to read:

5.24.5. Emergency Squads: CONTRACTOR shall establish and maintain emergency squads in accordance with DC policy and procedure to appropriately address any facility or staff disturbance, including those enumerated in section 5.24.4. CONTRACTOR's emergency plan will include details on how the emergency squads will be deployed, what their individual responsibilities will be, what the line of authority will be, and the required training they will receive. CONTRACTOR's emergency squads may be augmented by the DC Emergency Teams as defined in Interagency Agreement # IA16-1126 between the DC and the CONTRACTOR, as amended, or any replacement agreement.

11. Sub-sections 5.24.5.1. through 5.24.5.15. are deleted.

12. Sub-section 5.24.6.7. is amended to read:

5.24.6.7. Post orders for all Facility security staff positions in accordance with DC's policy, procedures and post orders. All post orders must be submitted and approved by the Contract Manager. Post orders will be reviewed yearly by the CONTRACTOR. Documentation of this review and any prospective changes to all post orders will be submitted to the On-site Contract Monitor who will forward the documentation for review and approval in writing to the Contract Manager.

13. Sub-section 5.26.2. is amended to read:

5.26.2. As required by Section 945.215, Florida Statute, the net proceeds derived from operating inmate canteens, vending machines used primarily by inmates, receipts from telephone commissions, interest earned on the account, and similar sources shall be sent to the DC and deposited in the Privately Operated Institutions Inmate Welfare Trust Fund (POIWTF). CONTRACTOR shall provide a monthly statement to the On-Site Contract Monitor to include all deposits and withdrawals by the 15th of the month.

14. Sub-section 5.26.4 is amended to read:

5.26.4 CCA shall make expenditures to the Commissary Account to purchase items for resale in the commissary and for other items as contemplated in Section 945.215, Florida Statute. CCA will send to the Bureau a monthly report of deposits and expenditures made to the POIWTF by the 15th of the month. This report should include deposits and expenditures made to the Commissary Account.

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15. Sub-section 5.35.6. is added to read:

5.35.6. GED TESTING: CONTRACTOR will administer all testing in accordance with the Florida Department of Education standards and DC policy and procedures. CONTRACTOR will be required to report all testing outcomes to the DMS and DC. CONTRACTOR will responsible for all technology costs associated with administering the GED computer based test.

16. Sub-section 5.40.3.1 is amended to read:

5.40.3.1 CONTRACTOR agrees to exercise due diligence to attempt to fill any vacant security or non-security position within fifty (50) days after the date upon which the position becomes vacant. If CONTRACTOR anticipates a problem in filling a vacant position within the fifty (50) day allowance, CONTRACTOR must request a waiver from the Department, to be reviewed on a case-by-case basis to fill a position with contracted staff. The request shall be submitted to the Contract Manager and the Department's On-site Contract Monitor. The Department shall respond to any such request within three (3) working days. Positions not filled with permanent employees or contracted staff will incur vacancy deductions until the position is filled. A list of vacant positions along with the position control documentation must be provided to the Department's On-site Contract Monitor to be included on the monthly vacancy report submitted to the Department. Where contracted staff is utilized, CONTRACTOR must submit the invoice relative to payment for such contracted staff, reflecting dates of service and costs, to the Department's On-site Contract Monitor along with the position control documentation. CONTRACTOR shall also submit documentation of any use of overtime to fill vacant positions after specified times. The Department shall adjust the Management Payment under Section 7.1 accordingly. This adjustment shall not be considered or construed as a penalty or form of damages, but as withholding of payment for a service not provided.

17. Sub-section 5.40.9. is amended to read:

5.40.9. CONTRACTOR shall not hire any individual to provide services as described in this Contract who has been barred from any Department, DC, or other criminal justice facility.

18. Sub-section 5.40.10. is added to read:

5.40.10. CONTRACTOR shall notify the Department immediately when an employee's resignation/termination is official for maintenance of active criminal history and personnel files. CONTRACTOR shall send an e-mail that includes to the employee's first and last name, last day worked and explicit direction to delete the employee's fingerprints from the FALCON system to the Department's Criminal History Administrator.

19. Section 5.51. is added to read:

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5.51. CONTRACTOR will use official DC forms. A list of DC forms is available on the DC intranet.

20. Section 5.52. is added to read:

5.52. **Radio Systems (LOCAL AND STATE LAW ENFORCEMENT RADIO SYSTEM):**

CONTRACTOR shall ensure that all radio equipment and systems are licensed and maintained in accordance with the Federal Communications Commission regulations. Additionally, the CONTRACTOR shall repair and replace portable radios, mobiles, base stations and repeaters in accordance with Section 4.8.

21. Section 5.53. is added to read:

5.53. CONTRACTOR must comply with the Prison Rape Elimination Act of 2003, 42 U.S.C. 15602-15609, Public Law 108-79-September 4, 2003 and DC policy and procedures. Further, CONTRACTOR must adopt and comply with United States Department of Justice Final Rule Prison and Jail Standards 28 C.F.R. Part 115. The standards can be found at: <http://www.prearesourcecenter.org/audit/adult-prisons-and-jails>.

22. Sub-section 6.3.1. is amended to read:

6.3.1. CONTRACTOR will provide the Department with a finalized staffing pattern prior to the Service Commencement Date. Positions will be staffed with qualified employees in accordance with the staffing pattern attached hereto as Exhibit-2 Staffing Pattern that clearly identifies *Security Staffing Levels* pursuant to DC Procedure 602.030. CONTRACTOR's staffing pattern must be submitted and approved by the Contract Manager prior to the Service Commencement Date. Any modifications to the position requirements or the staffing pattern must be approved in writing by the Contract Manager. All name changes will be sent to the On-site Contract Monitor and noted on the Position Control Logs monthly. Exhibit 3. to be provided by the CONTRACTOR, will include all positions, job codes and the minimum and maximum salary for each position. This document will be used for imposing the vacancy deductions and must be updated regularly; however, all changes must be agreed to by the Bureau Chief in writing.

23. Sub-section 6.3.5. is added to read:

6.3.5. CONTRACTOR shall notify the Department, through the on-site Contract Monitor, when any employee will be working at a different location other than the facility for an extended time away for purposes such as training, conferences, assisting with an emergency, etc. Extended time away is one or more work shifts. The Department may approve or deny such absence. If the absence is denied and the CONTRACTOR allows the employee to work at the alternate location, a vacancy deduction may be assessed during the time of the absence in accordance with sub-section 5.40.3.1.

24. Sub-section 7.1.4. is amended to read:

7.1.4. If the Parties renew the Contract a second time pursuant to Section 3.1, the Per Diem rates shall be as follows as of July 1, 2016:

- 7.1.4.1. \$ 63.10 times the minimum occupancy of 90%
- 7.1.4.2. \$ 10.37 for each inmate over the minimum occupancy rate of 90%;
- 7.1.4.3. \$ 57.84 *blended* Per Diem

25. Sub-section 10.11.6 is added to read:

10.11.6 For this renewal term, successive or repeated non-performance issues /notices prior to July 1, 2016 will not be referenced.

26. Sub-section 12.2.1. is amended to read:

12.2.1. A policy and operations manual which shall cover the full range of Facility operations in the following areas and incorporate applicable DC rules, policy and procedures and HSB which shall:

27. Transfer Agreement is revised and incorporated.

28. Pursuant to Section 6.3.1 Personnel, this Amendment adds a revised CONTRACTOR's Staffing Pattern, as attached, Exhibit 2.

29. This Amendment replaces the existing Exhibit 3 as referenced in Section 5.40.3.3., with the attached Exhibit 3.

30. The Amendment replaces/adds the following Job Descriptions, as referenced in the Staffing Pattern and Exhibit 3:

- a. Case Manager
- b. Chaplain
- c. Human Resources Assistant
- d. Mailroom Clerk
- e. Manager, Human Resources
- f. Manager, Quality Assurance
- g. Program Coordinator
- h. Program Coordinator, Canine
- i. Program Facilitator
- j. Safety Manager
- k. STG Officer
- l. Treatment Counselor
- m. Treatment Manager

31. This Amendment and Exhibits are hereby made a part of this Contract. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments are unchanged. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof.
32. This Contract is renewed for two (2) years and will terminate on June 30, 2018, unless otherwise renewed or extended by the Contract and law.
33. This Amendment is effective on the last date of execution.

SO AGREED by the Parties' authorized representatives on the dates noted below:

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES


 on behalf of

Chad Poppell, Secretary

6-30-16

Date

CORRECTIONS CORPORATION OF TENNESSEE, LLC.



Signature
Natasha K. Metcalf
Vice President, Partnership Development

Print Name and Title

6/29/16

Date