

**FIRST AMENDMENT OF THE
OPERATIONS AND MANAGEMENT SERVICE CONTRACT
BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
BUREAU OF PRIVATE PRISON MONITORING
AND
CORRECTIONS CORPORATION OF AMERICA
FOR THE
LAKE CITY CORRECTIONAL FACILITY**

This Amendment is entered into by and between the State of Florida Department of Management Services, Bureau of Private Prison Monitoring ("Bureau") and Corrections Corporation of America, 10 Burton Hills Boulevard, Nashville, Tennessee, 37215 ("CCA") in recognition of the following:

WHEREAS, the parties entered into a contract on July 31, 2009, (the "Contract") for CCA to operate, maintain and manage the Lake City Correctional Facility ("Facility"); and

WHEREAS, subsequently the parties hereto and the Florida Department of Corrections ("DC") also entered into a Cooperative Transfer Agreement effective July 31, 2009 to provide guidelines for the transfer of inmates between DC's facility and the Facility during the term of the Contract; and

WHEREAS, the parties desire to revise the Contract to be consistent with the terms of the Cooperative Transfer Agreement.

NOW THEREFORE, the parties make this Amendment to the Contract and agree as follows:

1. Article 5.27.2.3 Limitations on inpatient hospitalization costs is hereby amended to read as follows:

Article 5.27.2.3 Limitations on inpatient hospitalization costs. If, in the opinion of the on-site Chief Health Officer, an inmate cannot be properly treated in the Facility, he/she shall refer the inmate to a medical facility that can provide the necessary treatment. CCA shall be responsible for payment of inpatient hospitalization costs up to \$50,000 per inmate per admission. In accordance with the Cooperative Transfer Agreement, DC shall be responsible for, and where payment is advanced by CCA shall promptly reimburse CCA accordingly, for all such inpatient hospitalization costs in excess of \$50,000 per inmate per admission; provided that: (1) the hospitalization services are rendered at or through an outside medical facility, and (2) the services are approved in advance by the DC Utilization Management Team, except in an emergency, and (3) the payment from DC does not exceed 110% of the Medicare allowable rate, which shall be applied to the entire claim. DC approval shall not be unreasonably delayed or withheld. The hospital claims shall be defined as Form UB-04, developed and approved by the National Uniform Billing Committee (NLTBC). The UB-04 replaced Form UB-92 on May 23, 2007. The Bill Type, as identified in Box 4 of the UB-04, should indicate an inpatient claim. The inpatient UB-04 may indicate emergency room charges. However, if an inmate is treated in a hospital emergency room and is not admitted to the hospital for further inpatient treatment, such emergency room charges, identified by Revenue Code 0450-0459, shall be considered outpatient services and will not be reimbursable under the cap. If, however, an inmate is treated in a hospital emergency room and is admitted directly to the hospital for further inpatient treatment, such emergency room charges shall be considered as part of the inpatient services reimbursable under the cap. Except as set forth herein, outpatient services conducted in the

hospital and billed on a UB-04 are not subject to reimbursement under the cap and are not considered an inpatient claim for purposes of reimbursement. The parties shall fully cooperate in good faith in administering this section. If an inmate is considered by the Facility's Chief Health Officer to be medically, physically or mentally incapable of participating in the programmatic activities (which have been specifically designed to reduce recidivism) for greater than two (2) weeks, CCA may request in writing that the Department either transfer the inmate or provide in writing to the Bureau valid reasons for the failure to do so. If it is requested that the Department transfer an inmate because the inmate is not medically, physically or mentally capable of participating in the programmatic activities, specific information must be provided that indicates what programmatic activities the inmate is unable to participate in, and an explanation of the cause.

2. In Article 5.27.2.27 Referrals, the fourth sentence is hereby deleted.

3. In Article 5.28.3 Emergency Care Services, the first sentence is hereby amended to read as follows:

Emergencies shall be taken to the nearest hospital.

4. Article 5.28.8.6 Infirmiry Care and Hospitalization is hereby amended to read as follows:

If, in the opinion of the on-site CHO, the inmate cannot be properly treated at the Facility, the inmate shall be referred to a facility that can provide the necessary treatment.


5. In Article 5.28.8.7 Infirmiry Care and Hospitalization, the second sentence is hereby amended to read as follows:

Routine admission from the Facility shall be made to a hospital.

6. All other terms of the Contract not amended herein shall remain unchanged.

IN WITNESS WHEREOF, in order to be legally bound, the parties have caused their authorized representative to execute this Amendment effective as of July 31, 2009.

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

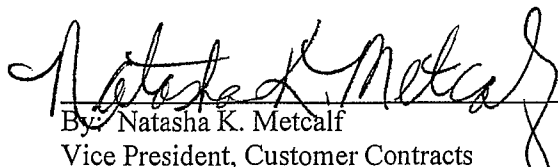

By: Linda H. South, Secretary

12/10/09
Date

Approved as to form and legality by
the Department's General Counsel's Office

 11/25/09

CORRECTIONS CORPORATION OF AMERICA


By: Natasha K. Metcalf
Vice President, Customer Contracts

10/27/09
Date