

**OKLAHOMA
BOARD OF CORRECTIONS
MEETING**

September 27, 2013

William S. Key Correctional Center
Fort Supply, Oklahoma



OKLAHOMA BOARD OF CORRECTIONS MEETING

William S. Key Correctional Center
One William Key Boulevard
Fort Supply, Oklahoma
1:00 p.m., Friday, September 27, 2013

AGENDA

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

1. Opening and Roll Call Kevin Gross, Chair
2. Welcome/Remarks William Monday, Warden
William S. Key Correctional Center
3. Old Business Kevin Gross, Chair
4. Approval of July 26, 2013, Board Meeting Minutes Kevin Gross, Chair
5. Interim Director's Comments Edward L. Evans, Interim Director
6. Approval of Board Policy Edward L. Evans, Interim Director
 - P-010300, Mission and Organization of the Oklahoma Department of Corrections
 - P-020100, Management of Oklahoma Department of Corrections Information
 - P-020800, Guidelines for Research and Research-Related Activities
 - P-110300, Drug Free Workplace Program
 - P-130100, Department of Corrections Annual Inspections and Monitoring
 - P-150100, Physical Plant Standards and Long-Range Plant Development for Correctional Facilities
7. Approval/Confirmation of Appointment Reginald Hines, Deputy Director
Community Corrections
 - Kathryn King, District Supervisor
Tulsa County District Community Corrections
8. Approval/Confirmation of Appointment David Parker, Deputy Director
Institutions, Division III
 - Jerry Chrisman, Warden
Mack Alford Correctional Center
9. Programs Update Carrie Bridges, Unit Manager/SAT Program
Director
William S. Key Correctional Center
 - Substance Abuse Treatment
10. Budget Update Greg Sawyer, Chief
Business Operations

OKLAHOMA BOARD OF CORRECTIONS

Mission Statement

We are a select group of Governor-appointed, politically diverse volunteers which directs, advocates, and holds accountable stakeholders to effect best correctional practices.

"Advocating Correctional Excellence"

11. Approval of Private Prison Contract Mike Oakley, General Counsel
 • GEO Group, Inc.
12. Population Update Laura Pitman, Ph.D., Deputy Director
Institutions, Division I
13. Approval of Facility Capacity Change Laura Pitman, Ph.D., Deputy Director
Institutions, Division I
 • Mabel Bassett Correctional Center
14. Committee Reports Committee Chairs
 Standing Committees:
 • Budget – Chair Steve Burrage, Members Gene Haynes and T. Hastings Siegfried
 • Female Offender – Chair Linda Neal, Members Michael Roach and Earnest Ware
 • Public Policy/Public Affairs – Chair Earnest Ware, Members Gene Haynes and T. Hastings Siegfried
 • Population/Private Prisons – Chair Linda Neal, Members Steve Burrage and Michael Roach
 • Executive – Chair Kevin Gross, Members Linda Neal and T. Hastings Siegfried
 Ad Hoc Committee:
 • Director Search – Chair T. Hastings Siegfried, Members Michael Roach and Earnest Ware
15. New Business Kevin Gross, Chair
 “Any matter not known about or which could not have been reasonably foreseen prior to the time of posting.” 25 O.S. § 311.A.9.
16. Announcements Kevin Gross, Chair
17. Approval to Adjourn for Executive Session Mike Oakley, General Counsel
 • Pending investigation of offender death: Tim Hale #163085
 • Bryant County lawsuit
 “Confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest.” 25 O.S. § 307.B.4.
18. Approval to Return from Executive Session Mike Oakley, General Counsel
19. Adjournment Kevin Gross, Chair
 The next regular meeting of the Board of Corrections is scheduled for 1:00 p.m. on Friday, October 25, 2013 at Oklahoma State Reformatory in Granite, Oklahoma.

Updated 9/16/2013 3:42:01 PM

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Approval of July 26, 2013,
Board Meeting Minutes

OKLAHOMA BOARD OF CORRECTIONS MEETING
Mabel Bassett Correctional Center
29501 Kickapoo
McCloud, Oklahoma

1. Opening and Roll Call

Kevin Gross, Chair

Chair Gross called the regular meeting of the Oklahoma Board of Corrections (BOC) to order at 1:00 p.m. at the Mabel Bassett Correctional Center (MBCC) on Friday, July 26, 2013. Chair Gross asked the clerk to call the roll:

Steve Burrage, Secretary	Present	Michael Roach, Member	Present
Kevin Gross, Chair	Present	Hastings Siegfried, Vice Chair	Present
Gene Haynes, Member	Present	Earnest Ware, Member	Present
Linda Neal, Member	Present		

Calling of the roll reflected a quorum was present. Chair Gross expressed his appreciation to Warden Rickey Moham for the hospitality at the facility and for the lunch provided to the Board.

2. Welcome/Remarks

Rickey Moham, Warden
Mabel Bassett Correctional Center

Warden Moham thanked the Board for the opportunity to host the Board meeting. He stated MBCC's current authorized staffing level is 216 employees (135 officers and 81 support staff); however, only 151 positions are funded (93 officers and 58 support staff). MBCC has three (3) medium-security housing units, one (1) minimum-security housing unit, and a segregated housing unit which also houses the female death row offenders. Warden Moham stated MBCC supervises the security of all ODOC offenders requiring hospitalization through an agency contract with OU Medical Center. MBCC also supervises the holding area where ODOC offenders are held while waiting for medical appointments at OU Medical Center.

Mabel Bassett Assessment and Reception Center (MBARC) houses all female offenders received into the ODOC after they are sentenced to prison by the courts. Warden Moham stated the medical and mental health unit is staffed by 24-hour qualified medical personnel and in CY 2012 provided medical services to twelve pregnant offenders. Warden Moham stated MBCC provides housing for all female offenders requiring acute mental health treatment. There are currently 45 beds in the Mental Health Unit and they average approximately three (3) admissions to the unit per month.

Warden Moham stated one of the core programs provided at MBCC is Residential Substance Abuse Treatment, which is a three-phase program that serves 44 offenders. Another core program at MBCC is the Faith and Character Program which is for long-term offenders and is designed to modify offender behavior. The Women in Recovery Program, funded through a grant from the George Kaiser Family Foundation, is a gender-responsive, evidence-based program designed to meet the substance abuse and trauma treatment needs of female offenders.

The facility also offers innovative offender education programming and employment opportunities. CareerTech provides hands-on instruction in skills related to transportation, distribution and logistics; computer fundamentals; and drywall and painting. Oklahoma Correctional Industries employs MBCC offenders, along with salaried supervisors, to operate the customer services and marketing center for their catalog orders. Citadel is another innovative job opportunity for the MBCC offenders and provides a telemarketing operation which employs up to 144 offenders on each of the two shifts available.

Warden Moham stated he is partial of two projects currently ongoing at MBCC. The Messages Project uses volunteers to provide offenders with the opportunity to record positive messages and/or read a book to their child on a DVD. The DVD and the book are then sent to the child so they may read the book together. The Mommy and Me Literacy Program is an opportunity for mothers and grandmothers to read a book to their child or grandchild while being recorded. The audio recording and the book are then sent to the child.

The minimum security unit capacity was increased during the week of July 22, 2013, from 264 offenders to 360 offenders. Offenders have already been received into the new beds and they will continue to fill the empty beds. Warden Moham stated the MBCC Chapel project has also begun with groundwork being initiated where the new chapel

will be built. The chapel will be built from donated funds by various outside sources as well as offenders housed at MBCC. The Friends for Folks Program is also underway with the topographical survey being completed recently and an architect is working on plans for the design of the program area.

No further comments or questions were made and the item was closed.

3. Old Business

Kevin Gross, Chair

There was no old business brought before the Board.

4. Approval of June 21, 2013, Board Meeting Minutes

Kevin Gross, Chair

The minutes for the BOC Meeting held on June 21, 2013, were provided to the Board for review. Chair Gross requested a motion to approve the minutes as provided by the clerk.

Motion: Ms. Neal made a motion to approve the meeting minutes and Mr. Ware seconded the motion. The results of the roll call were: Mr. Burrage – yes; Mr. Gross – yes; Mr. Haynes – abstain; Ms. Neal – yes; Mr. Roach – yes; Mr. Siegfried – yes; Mr. Ware – yes.

The meeting minutes were approved by majority vote.

5. Director's Comments

Justin Jones, Director

Chair Gross recognized Representative Tom Newman, District 27, thanking him for joining the Board during lunch and attending the meeting. Director Jones then provided the following update to the Board:

- The Victim Services Unit held the Victim Education Support Group, the first of its kind for the Oklahoma Department of Corrections. The mission of the support group is to help victims of homicide gain meaningful information that will help survivors effectively move through the Judicial System while at the same time providing community resources that are not always visible or sometimes forgotten about during the aftermath of homicide. The support group is divided into two sections; the "Educational Segment" and the support to families called "Family Talk."
- On June 12, 2013, Sesame Street announced they had developed DVDs and handouts for parents, caregivers and children impacted by incarceration. They identified a select number of states to pilot the project and Oklahoma was chosen to be a participating partner.
- On June 19, 2013, Wanda Pratt, mother of Thunder Basketball player Kevin Durant, met with pregnant offenders at Mabel Bassett Correctional Center in order to share her story and the obstacles she faced as a single mom. After meeting with offenders, she toured the facility with Deputy Director Pitman and Deputy Wardens King and Morton.
- The Oklahoma Correctional Employees Memorial Foundation completed the memorial and it was dedicated on July 19, 2013. Twenty Department of Corrections' employees who were killed in the line of duty were remembered during the ceremony. Their names are engraved on a black granite monument a short distance from a small reflecting pool. Future plans for the memorial include adding benches, a fountain, and more landscaping. Nine families of those who were killed in the line of duty were in attendance at the dedication ceremony.
- There was an execution held on June 25, 2013, and another is scheduled for September 10, 2013.
- The Southern States Correctional Association Conference (SSCA) was held on July 13-17, 2013, at the Cox Convention Center and Renaissance Hotel. Associate Director Edward Evans is the current SSCA President and the conference hosted corrections employees from several states. Director Jones thanked Ms. Neal for attending the conference and supporting the corrections industry.

Chair Gross requested comments or questions from the Board but none were made.

6. Approval of Board Resolution

**Reginald Hines, Deputy Director
Community Corrections**

- ODOC Probation and Parole Officer of the Year
Sandy L. Hadley, Probation & Parole Officer III, NEDCC

Director Hines presented the Board resolution for approval of the Probation and Parole Officer of the Year, Sandy Hadley. He then read the resolution into the minutes:

WHEREAS, the Oklahoma Department of Corrections is privileged to have a group of men and women who are trained professionals and who serve valiantly to ensure supervision and accountability of probation and parole offenders in communities across the state of Oklahoma; and

WHEREAS, the Oklahoma Department of Corrections is fortunate to have nearly 300 probation and parole officers who are dedicated and committed to carrying out the agency's mission in a professional manner; and

WHEREAS, each year one probation and parole officer is selected as the outstanding officer for his or her district; and

WHEREAS, the district officers are interviewed and the Oklahoma Department of Corrections selects an Agency Probation and Parole Officer of the Year who exemplifies the highest standards of professionalism in "Protecting the Public, the Employee, and the Offender"; therefore, be it

RESOLVED, that the Oklahoma Board of Corrections does hereby announce and proclaim to all its recognition of Sandy L. Hadley, Probation and Parole Officer III, Northeast District Community Corrections, as the 2012 Agency Probation and Parole Officer of the Year.

ADOPTED on the 26th day of July, 2013.

Motion: Ms. Neal made a motion to approve the resolution and Mr. Roach seconded the motion. The results of the roll call were: Mr. Burrage – yes; Mr. Gross – yes; Mr. Haynes – yes; Ms. Neal – yes; Mr. Roach – yes; Mr. Siegfried – yes; Mr. Ware – yes.

The resolution was unanimously approved. Ms. Hadley stated this had been a wonderful experience and in her career, it had been the best thing to happen to her. She expressed her appreciation to the Board for their resolution. She stated she might be standing alone before the Board, but she has hundreds of officers who are just as deserving to stand with her. She thanked her fellow officers for their dedication and hard work. She also thanked her team supervisor, assistant district supervisor, and district supervisor for the mentoring provided to her.

7. Approval of Board Resolution

Kevin Gross, Chair

- Justin Jones

Chair Gross stated Director Jones will be leaving the agency soon and this would be his last Board meeting. The resolution was prepared for the Board to recognize his service. Chair Gross requested a motion to approve the resolution.

Motion: Ms. Neal made a motion to approve the resolution and Mr. Burrage seconded the motion. The results of the roll call were: Mr. Burrage – yes; Mr. Gross – yes; Mr. Haynes – yes; Ms. Neal – yes; Mr. Roach – yes; Mr. Siegfried – yes; Mr. Ware – yes.

The resolution was unanimously approved and was then read into the meeting minutes by Mr. Burrage, BOC Secretary.

WHEREAS, Justin Jones began his career with the Oklahoma Department of Corrections on September 12, 1977, as a probation and parole officer and during his 35 year tenure with the department has served in many responsible positions, including warden, regional director, deputy director and director since 2005; and

WHEREAS, Justin Jones was a loyal and faithful public servant, persistent and dedicated in his tireless advocacy for the department, effecting best correctional practices and providing evidence-based data and information to internal and external shareholders; and

WHEREAS, the Oklahoma Department of Corrections has benefitted greatly from the leadership of Justin Jones and his commitment to excellence, evident by the reputation the agency holds as a leader in corrections and demonstrated by the effective management through many difficult years of shrinking resources and increasing offender growth; establishing partnerships with the non-profit and private sectors to develop and implement interventions in multiple domains across the criminal justice continuum to address the criminogenic needs of the offender in the community, rather than through incarceration, to reduce the likelihood of future law violations; encouraging the highest standards for agency operations at all facilities, community corrections centers, and probation and parole districts in accordance with accreditation standards of the American Correctional Association; and

WHEREAS, Justin Jones, a leader of great integrity, competency, professionalism, efficiency and honesty, has earned the respect and gratitude of all those he so faithfully served, as well as those who were privileged to have served with him and under his authority; therefore, be it

RESOLVED, that the Oklahoma Board of Corrections does hereby recognize the outstanding leadership and many contributions of Justin Jones and extends to him sincere appreciation and best wishes for his future endeavors.

ADOPTED on the 26th day of July, 2013.

Director Jones thanked Chair Gross and the Board for the honor and privilege of working for the Department of Corrections. He stated he was only as good as his employees and had been privileged, honored and humbled to have been surrounded by what he thinks is the best correctional professionals in the United States, if not the world. He stated it has been an honor and a privilege to serve them, to serve the state of Oklahoma, and he has been blessed to do so.

8. Approval of Board Policy

Justin Jones, Director

- P-050100, Emergency Plans for the Oklahoma Department of Corrections
- P-090200, Public Works Programs of the Oklahoma Department of Corrections

Director Jones stated policy P-050100, Emergency Plans for the Oklahoma Department of Corrections, is an annual review and included updating the names of the current chair and vice-chair. The first sentence was also shortened to read, "*The Oklahoma Department of Corrections has established written procedures for emergency situations for all department operations.*" It previously listed central office, community corrections centers/districts and institutions.

Director Jones stated policy P-090200, Public Works Programs of the Oklahoma Department of Corrections, is also an annual review and updated the names of the current chair and vice-chair. Director Jones requested the Board to approve both policies as provided.

Motion: Mr. Siegfried made a motion to approve the policies as stated and Mr. Ware seconded the motion. The results of the roll call were: Mr. Burrage – yes; Mr. Gross – yes; Mr. Haynes – yes; Ms. Neal – yes; Mr. Roach – yes; Mr. Siegfried – yes; Mr. Ware – yes.

The policies were unanimously approved.

9. Programs Update

**Clint Castleberry, Administrator
Programs**

Mr. Castleberry stated he wanted to provide a brief overview of the Programs Division and the charts provided in the Board packets reflect FY 2013 ending numbers of participation and completion in programmatic areas. Also provided to the Board were participation and completion comparisons between FY 2012 and FY 2013. Mr. Castleberry stated programs within ODOC serve two simultaneous goals: managing the offender population by providing structured pro-social activities; and addressing criminogenic needs within the population prior to their release while preparing them with new skills and abilities they can use when they return to the community.

The current process begins at assessment and reception where Department of Mental Health contracted staff and ODOC Education and case management staff work to develop a case plan for each offender. The case plan is followed throughout the offender's incarceration to address criminogenic needs through programs. Mr. Castleberry stated ODOC is one of the few correctional administrations with an accredited school system within the prison system. ODOC currently employs seventy teachers statewide and there is some type of educational presence at all maximum, medium, and minimum security facilities. There are also fourteen temporary teachers at select community corrections centers and work centers throughout the state.

ODOC is eligible for federal grant funds, which varies in amount from year to year; these are actual pass-through funds from the State Department of Education since ODOC has a similar population to those the grant funds are serving in the community. Primarily, ODOC receives ABE, Special Education and Title I funds which are used for classroom materials and training. The primary focus in Education is to address the three classroom needs of Literacy, ABE, and GED. Literacy is for those individuals operating at the zero through sixth grade level. ABE is for those testing with a sixth through ninth grade level and GED is for ninth grade through obtaining their diploma. Through reciprocal relationships with the State Department of Education, offenders who obtain their GED assist the state in meeting its threshold of pass rates every year.

Mr. Castleberry stated ODOC currently has fifteen substance abuse treatment programs statewide: two at medium security, one female and one male; eight minimum security programs, five male and three female; and five community

programs. The majority of those programs are contracted through the Oklahoma Department of Mental Health and Substance Abuse Service agencies in the community. ODOC works with those agencies to provide services to the offenders and address their treatment needs prior to their release back into the community. There are also federal grant funds and private foundation funds to assist with the programmatic services.

ODOC is one of the few which has been awarded a federal Second Chance Act grant to address reentry needs and there is an ongoing pilot project which targets male offenders who are returning to the Oklahoma City area after release. The grant allows ODOC to offer preparatory programming before release and also assist with continuing services post-release whether or not the offender is still under ODOC supervision. It is also a model program for ODOC because for the first time ever, the probation officer gets to meet with and assess the offender prior to release from incarceration. Mr. Castleberry stated there was also a wide variety of services and ancillary activities provided by volunteers. Volunteers provide things such as AA/NA services, Genesis 1, cognitive behavior programs, and educational programs.

Ms. Neal queried what preparation was being taken to adapt to the changes in the GED testing requirements. Mr. Castleberry stated after January 1, 2014, the GED test will be computer based throughout the United States. ODOC Education classrooms have computer labs which are non-networked. The instructor will have a laptop which can link to the internet and download the test. Once the test is downloaded, the instructor can disconnect from the internet, and then provide the test to the offenders on the classroom computers. Once the test is completed, the process is reversed and the test results are uploaded to the internet for grading. ODOC Education has applied for a waiver until December 2014 to allow more time to use paper-based testing if the testing sites are not ready for implementation by January 2014. Ms. Neal queried if there has been any positive feedback about the waiver since the cost of implementation is quite high. Mr. Castleberry stated the waiver was submitted to the State Department of Education for each one of the prisons as a testing site and has been accepted. The cost of the GED will potentially triple in cost for all who take it, including offenders. Mr. Castleberry stated the cost will equalize over time as the cost will be per section of the GED test. Ms. Neal stated she was concerned about the current completion rates dropping due to the added expense. Mr. Castleberry stated the Education Unit would do everything it could to keep the completion rate up.

Mr. Haynes noted the number of participants in the Substance Abuse Treatment (SAT) program was down about 400 and in the Thinking for a Change program it was down by a 1,000. He queried if there was a reason for the change in the number of participants. Mr. Castleberry stated the change in the SAT programs was due to the length of the program which can average four to nine months. Based on the capacity and security level of the program, along with the cyclical roll over of programmatic phases, the programs do not all start and end at the beginning of a fiscal year. Mr. Castleberry stated you will normally see the numbers average out at the end of the year unless there has been a dramatic decrease in programmatic slots due to funding. In a two-year comparison snapshot, it does not show the upswing or downswing of the numbers.

No further questions or comments were made by the Board.

10. Budget Update

**Greg Sawyer, Chief
Business Operations**

Mr. Sawyer stated the monthly statements for the finances of the agency were included in the packets to the Board. Mr. Sawyer stated he would address the appropriated amounts and Mr. Burrage would discuss the revolving funds. Mr. Sawyer noted the appropriations are at the end of the fiscal year, June 30, which just ended. There is approximately \$7 million for the balance of the remaining expenses for the fiscal year. Mr. Sawyer stated there is approximately \$3.1 million after payroll expenses are deducted from this balance. Mr. Siegfried stated the last Board meeting minutes reflected the same information regarding the remaining balance and noted nothing had really changed since the last meeting.

No further comments were made and the item was closed.

11. Approval of Private Prison Contract Extension

Mike Oakley, General Counsel

- GEO Group, Inc.

Mr. Oakley stated ODOC had been able to reach an agreement with GEO Group, Inc., but had not received all the signatures required on the document for the contract to be presented to the Board for approval. Mr. Oakley asked for a two-month extension to allow time for the contract to be signed. Mr. Siegfried queried if modifications could still be made within the two months pertaining to bed space and/or price. Mr. Oakley stated the number of beds and the per diem were still negotiable, if needed.

Motion: Mr. Siegfried made a motion to approve the extension and Ms. Neal seconded the motion. The results of the roll call were: Mr. Burrage – yes; Mr. Gross – yes; Mr. Haynes – yes; Ms. Neal – yes; Mr. Roach – yes; Mr. Siegfried – yes; Mr. Ware – yes.

The extension was unanimously approved. No further comments were made and the item was closed.

12. Population Update

Laura Pitman, Ph.D., Deputy Director
Institutions, Division I

Dr. Pitman provided the following population update as of June 28, 2013:

Total System Offender Population = 26,532	EMP = 16
DOC Facilities = 17,869	PPCS = 1
Private Prisons = 5,509	Probation Supervision = 21,096
County Jails with Contracts = 637	Parole Supervision Offenders = 3,057
Halfway Houses = 1,171	Total System Population = 50,685
Out Count (jails, hospitals, etc.) = 668	County Jail Backup = 1,771
GPS = 661	

Dr. Pitman stated as of June 28, 2013, the total system offender population had increased by 667 from June 28, 2012. The majority of the increase had been in private prison beds (739) and county jail contract beds (130). County jail backup continues to be a challenge for ODOC and has increased by 210 since June 28, 2012.

No further questions or comments were made and the item was closed.

13. Approval of Director Job Description

Tina Hicks, Chief
Administrative Services

Ms. Hicks stated she was presenting the job description for the director's position to be approved by the Board at the direction of the Ad Hoc Search Committee. The Board initially received a draft copy of the description and subsequently, the BOC Executive Committee reviewed and approved additional language. There were a few minor language changes made to the description after initial approval to clarify and strengthen the job description document. Those changes were approved by the Search Committee and were identified in a document presented at the meeting this date. Ms. Hicks also provided the final document to the Board. She stated the first three pages of the position announcement represent the job description and this section requires Board approval.

Motion: Mr. Roach made a motion to approve the job description and Mr. Burrage seconded the motion. The results of the roll call were: Mr. Burrage – yes; Mr. Gross – yes; Mr. Haynes – yes; Ms. Neal – yes; Mr. Roach – yes; Mr. Siegfried – yes; Mr. Ware – yes.

The job description was unanimously approved. No further comments or questions were made and the item closed.

14. Committee Reports

Committee Chairs

At the discretion of Chair Gross, the Population/Private Prisons Committee was asked to provide their report first.

- **Population Committee**

Ms. Neal requested Dr. Pitman provide the update from the committee meeting, noting she felt it important for everyone to understand the situation within the ODOC population. Dr. Pitman stated the Population/Private Prisons Committee met on July 23, 2013, to discuss the challenges facing the agency in respect to the population. O.S. 57 § 3.95.A. requires ODOC to take every offender sentenced to imprisonment by any of the seventy-seven counties in Oklahoma. O.S. 57 § 1.37.C. states when the county has reached its capacity of inmates as defined in Section 192 of Title 74 of the Oklahoma Statutes, then the county sheriff shall notify the Director of the Oklahoma Department of Corrections. The department shall schedule the reception date and receive the inmate within seventy-two (72) hours of notification that the county jail is at capacity, unless other arrangements can be made with the sheriff.

Dr. Pitman stated when notified the county jail is over capacity, ODOC uses the current count of the county jail minus the capacity to determine the number of excess offenders to be moved into the Assessment and Reception Centers. As of June 28, 2013, there are 1,575 male offenders in county jails awaiting reception. Oklahoma County possesses a court order that has been upheld by the Oklahoma Court of Criminal Appeals which requires the department to receive offenders within 45 days of the offenders' judgment and sentence.

As of June 28, 2013, Oklahoma County had twenty-six (26) male offenders who had been sentenced more than 45 days and who did not have county holds

Tulsa County invoked receptions on the following dates:

June 10	July 10	July 17
June 17	July 11	July 18
June 24	July 12	July 19
July 8	July 15	July 22
July 9	July 16	July 23

In June, Tulsa County attempted to interpret the applicable statute to mean the department is obligated to receive all offenders with judgment and sentences, not just the difference between their count and their capacity. On July 2, 2013, Tulsa County attempted to utilize Oklahoma County's Court of Criminal Appeals decision. On July 5, 2013, Tulsa County advised ODOC they would file a lawsuit if a mutually agreeable solution could not be reached. The lawsuit was filed on July 9, 2013.

Dr. Pitman stated invokes result in cancellations of scheduled receptions from other counties. These cancellations result in additional invokes. Between April 2013 and June 2013, there were 2,243 offenders scheduled for reception; 408 offenders were received as a result of invokes and 651 receptions were cancelled as a consequence and lack of available beds. A total of 2,000 offenders were received. The department's priorities for receptions include offenders with less than 2 years to serve, a delayed sentence or balance suspended upon completion of a program. Invokes impair the department's ability to schedule offenders for reception based on these priorities. As of June 28, 2013, there were 221 male offenders with these priority sentences waiting in county jails. Dr. Pitman provided an attachment to the Board showing county jail capacities, the numbers of offenders awaiting reception by county, and the percent of county jail capacity occupied by offenders awaiting reception. According to the attachment, as of June 28, 2013, offenders awaiting reception in Oklahoma and Tulsa Counties occupied 4.95% and 9.28% of jail capacities, respectively, compared to an average of 14.50% for all other counties exclusive of Oklahoma and Tulsa Counties.

Dr. Pitman provided a second attachment showing the total number of department and contracted beds by security level, the number of offenders, the number of vacant beds and corresponding utilization rates. The number of beds available for male offenders at maximum security is currently 1,859; 1,527 are filled, leaving 332 vacant beds. Of the 332 beds available at maximum security, 317 are at Oklahoma State Penitentiary. Of the 317 beds, 306 were intentionally vacated due to the antiquated physical plant and associated inefficiencies. Medium security currently has 10,597 beds available but the offender count as of June 28, 2013, showed 10,662 offenders were being counted as overages. This occurs when there are offenders being held in Segregated Housing Unit (SHU) beds but being counted in general population beds. Offenders ready for removal from SHU are unable to be placed back in general population due to the lack of available beds. Minimum security beds are currently at 99.25% capacity with 7,434 offenders filling the 7,490 available beds. Dr. Pitman noted there are many considerations to be made when placing offenders in beds as not all of them are equally designated as general population. Different facilities have different services including medical services, programs, etc.

Dr. Pitman stated the community corrections centers (CCC) and work centers (CWC) are currently at 98.24% capacity and the contract community beds are at 73.80% capacity with 317 vacant. The vacant beds are due primarily to offenders not meeting the criteria for placement at this security level. Offenders who cannot be placed at community security due to their security risk cannot be placed in a halfway house or work center. Ms. Neal asked Dr. Pitman to explain the current outcount showing 617 offenders. Dr. Pitman stated there are 617 offenders either out to court or out to the hospital. Those offenders are not included in the offender counts at the various security levels. If all 617 offenders were returned to their facility in the same day, there would not be beds available for them.

Male offender receptions and releases by fiscal years since FY 2009 were provided by Dr. Pitman to the Board in a third attachment. For FY 2012, the difference in receptions and releases resulted in a net growth of 447 offenders. For FY 2013, the difference in receptions and releases resulted in a net growth of 699 offenders. Combined growth for male offenders over the past two years has been 1,146. Receptions into the department are constrained by bed availability. The fourth attachment showed population growth as a function of county jail back-up and facility count, excluding out count for court or hospital. Between FY 2011 and FY 2013, the

male population grew by 642. The combined growth for male offenders over the past two years has been 1,074. For FY 2012 and FY 2013, offender receptions are higher than releases.

Dr. Pitman stated the agency has taken steps to address the population growth. In FY 2012 and FY 2013, ODOC added 81 beds at minimum security public, 85 beds at minimum security contract, 92 beds at medium security public, 550 beds at medium security private, and 180 beds at maximum security private. Maximum security public beds were reduced by 209. The total beds gained for the last two years were 779. On July 17, 2013, every available bed was full and six offenders were held in a holding cell overnight. On July 18, 2013, an addendum was requested to add 100 medium beds to the Cimarron Correctional Facility contract and the beds were filled on July 19, 2013.

Dr. Pitman identified 1,074 beds are required to accommodate population needs now and male population growth for FY 2014 and FY 2015 (based on past two years growth in population and county jail backup). This does not directly address the need to consistently receive offenders with sentences of less than two (2) years to serve, a delayed sentence or balance suspended upon completion of a program. There were 221 offenders with these sentences awaiting reception on June 28, 2013. In addition, while it addresses growth, it does not attempt to reduce invokes by reducing the number of offenders in county jails awaiting receptions. Demand for prison beds is solely determined by the sentencing practices of the counties and the counties interpretations of optimal use of their jail space. This also does not take in account any need the department may have for movement of offenders to enhance security, address major incidents, etc.

Dr. Pitman stated there had been considerable discussion among the Population Committee about what actions to take for housing needs. In respect to male offenders, ODOC will contract for an additional 210 beds at Cimarron Correctional Facility as well as the 100 beds already added to their contract. The agency will also reopen C Unit at Oklahoma State Penitentiary, which was depopulated to increase the efficiency at the facility. Dr. Pitman stated they will also review plans to expand housing at minimum security units.

Dr. Pitman noted she had not intended to talk to the Population Committee about female offenders; however, due to Tulsa County invoking, Population Management learned they would be over capacity for females by this date. As of June 28, 2013, there were 196 female offenders awaiting reception into the department; 45 of these had either less than two (2) years to serve, a delayed sentence or balance suspended upon completion of a program. Dr. Pitman stated ODOC is very close to 100% capacity for female beds. Female offender counts and utilization rates do not include the 51 female offenders out to court or hospital and subject to return at any time.

For FY 2012, the difference in receptions and releases resulted in a net growth of 36 offenders. For FY 2013, the difference in receptions and releases resulted in a net growth of 75 offenders. Combined growth for female offenders over the past two years has been 111 females. The agency took steps to address growth by adding 60 beds in community contracts in FY 2012. In FY 2013, 30 beds in community contract facilities and 11 beds at community public facilities were added; however, the old Kate Barnard Community Corrections Center was closed, resulting in a reduction of 160 beds. Dr. Pitman stated the net loss in female beds for FY 2012-FY 2013 was 59.

Dr. Pitman stated the agency needs 144 female beds to accommodate current needs and population growth for FY 2014 and FY 2015. The Population Committee agreed to increase the minimum unit capacity at Mabel Bassett Correctional Center by October 1, 2013. Board approval for the capacity change will be requested at the September 2013 meeting.

Ms. Neal stated there was a lot of information provided by Dr. Pitman, but feels everyone must be made aware of the situation. Mr. Ware queried if all of the county jails were full and if the jails have any other offenders or programs. Dr. Pitman stated she did not information to determine if they were full and is only aware of how many offenders they have waiting for reception and what portion of their approved capacity is occupied by those offenders. Mr. Ware queried if there was an opportunity to contract with other counties to take the offenders in back-up. Dr. Pitman stated there are contracts with county jails available; however, they are limited on the types of offenders they can house. Also, counties sometimes contract with other counties to house their offenders. These offenders may or may not be ODOC offenders.

Mr. Roach thanked Dr. Pitman for the research and time put into the presentation regarding the housing situation. He stated one thing made very clear to him during the Population Committee meeting was the suggestions made to accommodate the growth of offenders are only temporary. He stated ODOC cannot

control sentencing and receptions as this is controlled by the county. Mr. Roach further stated he did not know how long this would give any relief to the agency as it would only be a matter of months before ODOC would be right back in the same situation. Dr. Pitman affirmed his statements when he asked if his assessment was correct. He stated he hoped those who could assist ODOC in rectifying the situation on a permanent basis understand the seriousness of the housing problem. He expressed his feelings of fear of having a major incident at a facility which would be a direct result of the overcrowding. Ms. Neal agreed with the comments and stated the topic would lead right into the Budget Committee's report. She stated she wanted everyone to be as informed as possible.

Chair Gross stated he appreciated the severity of the population issues and asked for clarification on the information provided regarding Oklahoma County's capacity. He stated his understanding when reviewing the county jail waiting list is that ODOC offenders are 4.95% of the overall jail capacity. Dr. Pitman affirmed this comment noting that this percentage is based on the number of offenders with judgment and sentences and waiting for transfer to assessment and reception. Chair Gross also confirmed Tulsa County's capacity was at 9.28% on June 28, 2013. However, Dr. Pitman stated it was less than 5% as of this date due to Tulsa County invoking each day. Chair Gross stated it appeared ODOC was not the only part of this problem as it relates to Tulsa and Oklahoma County if offenders awaiting transport were less than 10% of their capacity. Dr. Pitman stated when compared to other counties, those offenders waiting to transfer comprise a very small portion of their capacities.

No further comments or questions were made.

- **Budget Committee**

Mr. Burrage referenced a portion of Mr. Sawyer's presentation earlier during the Board meeting regarding the appropriated funds. He stated ODOC did finish the year as originally discussed with an additional \$3.1 million which will be spent in FY 2014 for bills incurred during FY 2013. The financial statements provided to the Board show the revenue received for FY 2013 which ended on June 30, 2013. In the 200 Fund, which are mainly fees, there was approximately \$14 million. In the 205 Fund, which is the canteen fund, there was approximately \$4.2 million. In the 280 Fund, which is the Agri Services and Oklahoma Corrections Industries (OCI) funds, there was approximately \$22 million. The total revenues for all three funds during FY 2013 were approximately \$40 million. Of the expenditures from all three funds, there was a total of approximately \$44 million spent. At the end of FY 2013, the balance after revenues and expenditures was approximately \$14 million in the revolving funds.

The beginning cash balance as of July 1, 2012, for the 200 Fund was approximately \$12 million; throughout the fiscal year, revenues were approximately \$14 million and expenditures were approximately \$17 million. The ending balance in the 200 Fund as of June 30, 2013, is approximately \$9 million. Mr. Burrage stated this decrease was by design and was primarily used to pay for contract beds. The agency had requested the funding in a supplemental appropriation but the revolving funds were used instead.

Mr. Burrage stated the canteen funds and industry funds will be left alone for the time being. He noted the fiscal year ended on June 30, 2013, for Agri Services and OCI; however, they were unable to provide their year-end financial statements at this time as they have inventories to consider, accounts payable, etc. He stated as soon as they finalize their year-end financial statements, which should be available for the September 2013 meeting, ODOC will determine if the funds in these accounts can be utilized.

Mr. Burrage referenced the population report, stating 210 medium-security beds were added to the population on Tuesday, July 23, 2013, and 100 beds were added on July 18, 2013. At the end of FY 2013, the Board also approved approximately 180 beds. With the beds already under contract, plus the beds recently added for the fiscal year ending June 30, 2014, ODOC will have expended approximately \$93 million. Mr. Burrage specified the budget for contracted beds is approximately \$74 million, which leaves a \$19 million deficit. He stated the agency historically reduces that by 2% to say ODOC beds are 98% full. With that being the case, there will be an approximate \$17 million deficit. Knowing this will be the deficit at this point in time, the numbers being presented as of today are the actions taken to increase the private beds. Mr. Burrage stated the \$17 million deficit going forward does not account for any increase the agency may have throughout this year. He stated he would show how the agency could pay for this deficit.

Referring back to the revolving funds, Mr. Burrage stated when looking at the 200 Fund, one could see \$13.7 million was received in FY 2013. He stated generally speaking, in budgeting for revenue on a governmental

entity, if looking at all other governmental entities in the State of Oklahoma, a certain percent of those collections will be appropriated. These collections, generally speaking, are historically collectable. Looking at an 80-90% collection rate of what was received last year, there is a total carryover of \$9 million. Mr. Burrage stated the agency will be utilizing the total surplus carried over in the revolving fund plus the biggest portion of what is estimated to be collected in the 200 Fund to pay for contractual obligations.

Mr. Burrage stated the reason he is pointing these numbers out is because it is not the end of the discussion. The agency still pays for county jail back-up and has budgeted approximately \$12 million for this based on prior years expenditures. Over the last fiscal year, the agency spent approximately \$14 million out of appropriated funds. Out of the 200 Fund, \$4.9 million was spent on county jail back-up out of the revolving funds. The total of these was approximately \$21 million and it is estimated the agency will spend approximately \$22 million on county jail backup for FY 2014 based on historical numbers. Mr. Burrage stated this will leave the agency with a \$10 million deficit as of this date. Mr. Burrage stated this could be the most conservative estimate of a shortfall the agency will be facing in the next year. He stated the information provided to the Board was developed by Dr. Pitman, noting if anyone had any questions, he or ODOC staff could be contacted. Mr. Burrage stated the agency cannot rely on the \$4.8 million to pay for county jail back-up because it has already been obligated to pay for contractual commitments as far as contracted beds. He stated the agency needs more money and contact would be made with the legislature at the beginning of the session in 2014.

Director Jones stated the current account balance on the 200 Fund as of June 30, 2013, was \$8.8 million and the agency is still paying invoices off the account. He noted the books would be closed November 1 and there would still be medical invoices coming in which would be paid out of this account. Director Jones estimated there might be approximately \$2 million left in the account by that time. Mr. Sawyer stated the balance as of this date was approximately \$1.4 million and the last payment had been made for private prison contracts. Mr. Burrage stated the amount he provided is the minimum amount that will be requested to fulfill contractual obligations currently held.

- **Female Offender Committee**

Ms. Neal stated there was no report from the committee.

- **Public Policy/Public Affairs Committee**

Mr. Ware stated there was no report from the committee.

- **Executive Committee**

Chair Gross stated the committee met and the minutes from the meeting are included in the Board folders.

- **Ad Hoc – Director Search Committee**

Mr. Siegfried stated the committee met with Ms. Tina Hicks, Mr. Greg Thomas and Director Jones to discuss the plan for the search. He stated he appreciated everybody's time that had input into developing the plan. Mr. Siegfried stated the highlights were completion of the job description; development of the flow chart identifying each item and task to follow the process from receipt of the application through the end to the job offer; and identifying a list of websites and agencies to market/post the job announcement. The announcement will be posted on those identified websites as well as the ODOC website.

15. New Business

No new business was brought before the Board and the item closed.

Kevin Gross, Chair

16. Announcements

No announcements were brought before the Board and the item closed.

Kevin Gross, Chair

17. Approval to Adjourn for Executive Session

- Appointment of Interim Director

Mr. Oakley advised the Board of the need to adjourn to Executive Session for discussion of the appointment of the Interim Director.

Mike Oakley, General Counsel

Motion: Ms. Neal made a motion to adjourn to Executive Session and Mr. Siegfried seconded the motion. The results of the roll call were: Mr. Burrage – yes; Mr. Gross – yes; Mr. Haynes – yes; Ms. Neal – yes; Mr. Roach – yes; Mr. Siegfried – yes; Mr. Ware – yes.

The adjournment was approved by majority vote and the Board adjourned at 2:23 p.m. to Executive Session.

17. Approval to Return from Executive Session

Mike Oakley, General Counsel

At 3:02 p.m., the Board returned from Executive Session. Mr. Oakley advised the Board of the approval needed to return from Executive Session.

Motion: Mr. Siegfried made a motion to return from Executive Session and Mr. Roach seconded the motion. The results of the roll call were: Mr. Burrage – yes; Mr. Gross – yes; Mr. Haynes – yes; Ms. Neal – yes; Mr. Roach – yes; Mr. Siegfried – yes; Mr. Ware – yes.

The return was approved by majority vote and the Board resumed the meeting at 3:03 p.m.

18. Approval of Appointment of Interim Director

Kevin Gross, Chair

Chair Gross stated the Board had discussed the need to appoint an Interim Director. Mr. Edward L. Evans, current Associate Director, has agreed to act as Interim Director, with the Board's approval, until such time as the Director of Corrections is appointed by the Board. Chair Gross stated the appointment of the Interim Director would become effective on August 16, 2013, and the salary would be in accordance with state statute.

Motion: Ms. Neal made a motion to appoint Mr. Evans as Interim Director with the salary set by statute and Mr. Ware seconded the motion. The results of the roll call were: Mr. Burrage – yes; Mr. Gross – yes; Mr. Haynes – yes; Ms. Neal – yes; Mr. Roach – yes; Mr. Siegfried – yes; Mr. Ware – yes.

Mr. Evans was unanimously approved as Interim Director. No further comments or questions were made and the item was closed.

19. Adjournment

Kevin Gross, Chair

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

Motion: Ms. Neal made a motion to approve adjourning the meeting and Mr. Burrage seconded the motion. The results of the roll call were: Mr. Burrage – yes; Mr. Gross – yes; Mr. Haynes – yes; Ms. Neal – yes; Mr. Roach – yes; Mr. Siegfried – yes; Mr. Ware – yes.

The meeting adjournment was approved by majority vote and the meeting ended at 3:10 p.m. The next Board meeting will be at 1:00 p.m. on Friday, September 27, 2013, at the William S. Key Correctional Center in Fort Supply, Oklahoma.

Submitted to the Board of Corrections by:

Kimberley Owen, Minutes Clerk

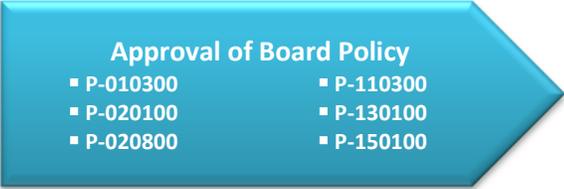
Date

I hereby certify that these minutes were duly approved by the Board on the twenty-seventh day of September, 2013, in which a quorum was present and voting.

Approved by:

B. Steve Burrage, Secretary of the Board

Date



Approval of Board Policy

- P-010300
- P-020100
- P-020800
- P-110300
- P-130100
- P-150100

Section-01 Organization	P-010300	Page: 1	Effective Date: 09/30/2013
Mission and Organization	ACA Standards:2-CO-1A-02, 2-CO-1A-04, 2-CO-1A-06, 2-CO-1A-07, 2-CO-1A-08, 2-CO-1A-12, 2-CO-1A-13, 2-CO-1A-19, 2-CO-1A-20, 2-CO-1A-21, 4-4001, 4-4002, 4-4003, 4-4010, 4-4015, 4-ACRS-7D-01, 4-ACRS-7D-02, 4-ACRS-7D-03, 4-ACRS-7D-34, 4-ACRS-7D-35, 4-APPFS-2A-01, 4-APPFS-2A-07, 4-APPFS-3A-29, 4-APPFS-3D-01, 4-APPFS-3D-02, 4-APPFS-3D-03, 4-APPFS-3D-05, 4-APPFS-3D-07		
Kevin J. Gross, Chair Oklahoma Board of Corrections _____ T. Hastings Siegfried, Vice-Chair Oklahoma Board of Corrections _____			

Mission and Organization of the Oklahoma Department of Corrections

The Oklahoma Department of Corrections is established in accordance with applicable statutes and regulations with the goal of ensuring public safety through the provision of professionally managed correctional services pursuant to orders of the court, the Pardon and Parole Board, applicable statutes and Board of Corrections policy. (2-CO-1A-02, 2-CO-1A-04, 4-4001, 4-APPFS-2A-01, 4-APPFS-3D-01, 4-APPFS-3D-02)

I. Mission Statements

It is the mission of the Oklahoma Department of Corrections to protect the public, the employees and the offenders.

The agency and its subdivisions will develop written mission statements that establish desired outcomes. These statements will be reviewed annually and updated as needed. (2-CO-1A-04, 2-CO-1A-06, 2-CO-1A-08, 2-CO-1A-21, 4-4002, 4-4003, 4-ACRS-7D-01, 4-ACRS-7D-02, 4-APPFS-3D-04, 4-APPFS-3D-07)

II. Goals and Objectives

A. Development of Goals and Management Strategy

The department's primary goals include the safe and humane operation of a professional correctional system providing secure confinement and supervision of offenders and the reduction of recidivism by offering programs and services that afford offenders opportunities for positive change and successful reentry. The goals, management strategy and departmental operational procedures will be defined and be consistent with the guiding goals and principles of the agency. (2-CO-1A-06, 2-CO-1A-07, 2-CO-1A-20, 4-4003, 4-ACRS-7D-01, 4-APPFS-3D-05)

B. Resources

Within available resources, the department will offer a range of evidenced based correctional operations. These operations will include institutionalization, community programs, community supervision,

treatment and other rehabilitation programs that will best serve the needs of the State of Oklahoma and the individual offender. These evidence-based programs will enhance the offender's ability to establish a productive and law-abiding lifestyle. (4-APPFS-2A-07) The department will administer its programs in an equitable manner in the least restrictive environment consistent with public safety.

C. Operations

The director will ensure policy and procedures governing the management and operations of the department are established and implemented. (2-CO-1A-06) Regular meetings with the Board of Corrections will provide opportunity to review and evaluate established policies and agency operations. (4-ACRS-7D- 34)

III. Organization

A. Organizational Charts

The director will ensure organizational charts and FTE matrices of every staff position within the department are developed and maintained. These charts reflect the grouping of functions, the area of control, define the lines of authority, and outline a specific channel of communication. (2-CO-1A-12, 4-4010, 4- ACRS-7D-03, 4-APPFS-3D-03)

B. Communications

The Oklahoma Department of Corrections will maintain an effective communication system through regular meetings between facility heads and department heads and between department heads and their key staff members at least once each month. The department will also utilize the latest technology to enhance communications. (2-CO-1A-18, 2-CO-1A-19, 4-4015, 4-ACRS-7D-35, 4-APPFS-3A-29, 4-APPFS-3D-07)

IV. References

57 O.S. § 504 (b) (I), 507, and 508.1

74 O.S. § 18c

V. Action

The director is responsible for this policy.

The director is responsible for the annual review and revisions.

Any exceptions to this policy statement will require prior written approval from the Board of Corrections.

Section-01 Organization	P-010300	Page: 3	Effective Date: 09/30/2013
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This policy is effective as indicated.

Replaced: Policy Statement No. P-010300 entitled "Mission and Organization of the Oklahoma Department of Corrections" dated March 29, 2012

Distribution: Policy and Operations Manual
Department Website

Section-02 Information Management	P-020100	Page: 1	Effective Date: 09/30/2013
Management of Information	ACA Standards: 2-CO-1A-25, 2-CO-1A-26, 2-CO-1A-27, 2-CO-1A-27-1, 2-CO-1E-07, 2-CO-1F-04, 2-CO-1F-06, 2-CO-1F-07, 4-4005, 4-4018, 4-4019, 4-4021, 4-4099, 4-4102, 4-ACRS-7D-05, 4-ACRS-7D-06, 4-ACRS-7D-08, 4-ACRS-7F-01, 4-ACRS-7F-02, 4-ACRS-7F-04, 4-ACRS-7F-05, 4-ACRS-7F-06, 4-APPFS-1A-01, 4-APPFS-1A-02, 4-APPFS-1C-01, 4-APPFS-3D-16, 4-APPFS-3D-32, 4-APPFS-3D-33		
Kevin J. Gross, Chair Oklahoma Board of Corrections _____ T. Hastings Siegfried, Vice-Chair Oklahoma Board of Corrections _____			

Management of Oklahoma Department of Corrections Information

I. Dissemination of Information

The Department of Corrections will ensure that the public is fully informed concerning the operations of the department and has access to agency records in accordance with the Open Records Act.

A. Release of Information (2-CO-1A-27-1, 4-4021, 4-APPFS-1C-01)

The public has a right to information concerning the operation of governmental agencies. Therefore, the department will establish:

1. A public information office; (2-CO-1A-25, 2-CO-1A-27, 4-ACRS-7F-01, 4-ACRS-7F-02, 4-APPFS-1C-01)
2. Procedures for access to agency records and a process to specify materials which are confidential or have restricted access; (4-4021, 4-ACRS-7F-02)
3. Persons designated to release information from agency records;
4. Fees for the reproduction of agency records; and
5. Fees for the production of agency records that require the agency to search for records that are not readily available.

B. Release of Offender Information (4-4019, 4-ACRS-7F-04)

The department's procedures for distribution of information concerning offenders released to the community to appropriate law enforcement agencies will be in accordance with federal and state law and in the interest of public safety.

C. Release of Records (2-CO-1A-26)

The Board of Corrections finds that the release of public records already in

existence is in the best interest of the people of Oklahoma. Therefore:

1. The Department of Corrections will fulfill all legitimate Open Records Act requests to the best of the agency's ability. The Board of Corrections finds that requests for reports requiring agency staff to do more than gather already existing records is disruptive to agency operations, as staffing shortages are a continuing problem.
 - a. Any request from the public for records or information that will require the agency to create a new record may be denied.
 - b. The agency will notify the requesting party of an existing record when such record closely matches the request and will determine whether the requesting party desires that existing record.

2. The Board of Corrections finds that any request for records requiring the agency staff to search files that are not readily available in current and active agency files is disruptive to agency operations.

- a. Any request from the public for records or information that will require the agency to search old or archived files in any manner will require that the requesting party reimburse the agency for the search.
 - b. The agency will notify the requesting party whether a search will be necessary, provide an estimate of the cost of the search and notify the requesting party that pre-payment is required before the search is initiated.
 - c. Upon acknowledgement and pre-payment by the requesting party, the agency may begin to search for the records.
- D. Privacy (2-CO-1E-07, 2-CO-1F-06, 4-4099, 4-ACRS-7F-02, 4-APPFS-1C-01)

Requests for information or records regarding an offender that require the release of sensitive or personal information will not be fulfilled without a notarized release signed by the offender.

1. This information may include, but is not limited to social security numbers, medical records and/or the identification of the offender's relatives.
2. Where permissible, private information will be deleted before a document is released.

3. Requests for records that involve a misconduct report or grievance will not be fulfilled until the misconduct report and the appeal are complete or the grievance and appeal are complete.
4. If the grievance concerns a sensitive issue, such as medical care or the protection of the offender, the record request will not be fulfilled without a notarized release signed by the offender.

E. Responding to Inquiries

The Board of Corrections finds that the goal of a safe, effective and efficient management of agency operations is best accomplished when alleged problems are addressed and resolved at the level of the agency closest to where the issue arose and by those assigned to manage and supervise the agency. Further, this goal is subverted if the offender bypasses the chain of command within the agency through the agency grievance and disciplinary process. It is the policy of the Board of Corrections that offenders are to address their problems or requests with agency staff who directly supervise the offender. If unable to reach resolution, offenders are to utilize the agency grievance process and the agency disciplinary appeal process.

1. Requests to Board Members

Inquiries or requests for open records received by a member of the Board of Corrections from the public shall be forwarded to the director. If there is a request on behalf of an offender that does not constitute a request for records, the director or his designee will notify the requesting party that the offender has been advised to file a grievance or file a proper appeal of misconduct. Request for records will be forwarded to the director for response.

2. Requests from Staff

The department will develop procedures for responding to inquiries and open records that are requested from staff. The response will be consistent with the agency grievance and disciplinary process and will comply with the Open Records Act.

II. Management Reports

The department will develop ongoing management reports to be used by the Board of Corrections and the department as a basis for management decisions in order to ensure maximum efficiency and to provide accurate information for planning programs, services and security needs. Reports will be provided which convey accurate information at least quarterly to appropriate decision makers. (2-CO-1F-04, 4-4018, 4-APPFS-3D-02, 4-APPFS-3D-33)

III. Standards for Inter-Agency Planning and Coordination

The Department of Corrections will participate with external agencies and organizations in mutual exchange of information and resources, coordinated planning, and inter-agency consultation. (2-CO-1F-07, 4-4005, 4-4102, 4-ACRS-7D-06, 4-ACRS-7F-04, 4-APPFS-1A-02, 4-APPFS-3D-16, 4-APPFS-3D-33)

A. Purpose

Inter-agency planning and coordination will:

1. Promote increased interaction, coordination, and communication between the department and external agencies and organizations;
2. Ensure department actions do not duplicate or conflict with the efforts of other organizations and agencies; and
3. Ensure the department has a voice in planning activities that will have impact upon corrections and the criminal justice system.

B. Procedure (4-4005, 4-ACRS-7F-05)

1. The department will seek to involve representatives from other agencies and organizations in policy development and will solicit their advice and assistance as needed in the development of new programs.
2. The department will actively participate with external agencies in advisory councils and committees, planning conferences, training seminars, task force projects and other planning and coordinating activities. (4-APPFS-1A-01)

IV. References

51 O.S. § 24 et. seq.

V. Action

The director is responsible for compliance of this policy.

The director is responsible for the annual review and revisions.

Any exceptions to this policy require prior written approval of the Board of Corrections.

This policy statement is effective as indicated.

Replaced: Policy Statement No. P-020100 entitled "Management of Oklahoma Department of Corrections Information" dated November 22, 2011

Distribution: Policy and Operations Manuals
Department Website

Section-02 Information Management	P-020800	Page: 1	Effective Date: 09/30/2013
Guidelines for Research and Research-Related Activities	ACA Standards: 2-CO-IF-09, 2-CO-IF-10, 2-CO-1F-11, 2-CO-1F-15, 4-4108, 4-4111, 4-ACRS-7D-12, 4-APPFS-3D-35, 4-APPFS-3D-37		
Kevin J. Gross, Chair Oklahoma Board of Corrections _____			
T. Hastings Siegfried, Vice-Chair Oklahoma Board of Corrections _____			

Guidelines for Research and Research-Related Activities

It is the policy of the Board of Corrections that the Oklahoma Department of Corrections promulgates guidelines for conducting research and ensures research-related activities comply with state and federal guidelines for the use and dissemination of research findings. (2-CO-1F-10, 4-4111, 4-APPFS-3D-35)

I. Purpose

A. Discussion

The department supports and engages in a wide range of research activities relevant and applicable to its programs, services and operations. (2-CO-1F-10, 4-4108, 4-APPFS-3D-35)

Recognizing the value of research and the impact of research on correctional management, the Board of Corrections has established guidelines for conducting research and research-related activities including the publication and dissemination of the research. (2-CO-IF-09, 2-CO-1F-11, 4-4111, 4-4113, 4-ACRS-7D-12, 4-APPFS-3D-37)

B. Guidelines

The department will ensure:

1. Research is well organized and conducted in a cost-effective manner; and
2. The rights of offenders and staff involved in research are protected. (2-CO-1F-15, 4-4111, 4-ACRS-7D-12, 4-APPFS-3D-37)

C. Use of Research

Research results will be used to analyze the department's present activities and as a guideline for future decision-making and policy development.

II. Action

The director is responsible for compliance with this policy.

The director is responsible for the annual review and revisions.

Any exceptions to this policy will require prior written approval from the Board of Corrections.

This policy is effective as indicated.

Replaced: Policy Statement No. P-020800 entitled "Guidelines for Research and Research-Related Activities" dated February 29, 2012

Distribution: Policy and Operations Manual
Department Website

Section-11 Personnel	P-110300	Page: 1	Effective Date: 09/30/2013
Drug Free Workplace	ACA Standards: 2-CO-1C-20, 4-4063, 4-ACRS-7C-02, 4-APPFS-3C-01		
Kevin J. Gross, Chair Oklahoma Board of Corrections _____ T. Hastings Siegfried, Vice-Chair Oklahoma Board of Corrections _____			

Drug Free Workplace Program

I. Establishment of a Drug Free Workplace Program

The Oklahoma Department of Corrections has established a drug free workplace program which, through commitment of appropriate resources and adoption of a “zero tolerance” standard, will advance the mission of the agency to protect the public, the employees, and the offenders. (2-CO-1C-20, 4-4063, 4-ACRS-7C-02, 4-APPFS-3C-01)

The use of controlled substances and alcohol by employees jeopardizes the agency’s ability to accomplish its mission in that such use may serve to: diminish alertness, response time, and sound decision making; increase accidents and the use of sick leave, and adversely affect the general health and well being of employees; decrease productivity, efficiency, and effectiveness in the performance of duties; and compromise the agency’s position with the public and the offenders as role models, law enforcement personnel, and public servants.

The department has established and maintains a program in support of a drug and alcohol free workplace that promotes a safer and healthier workplace, and holds employees accountable to high professional standards for work and conduct.

The requirement to be drug and alcohol free extends to all employees in that each employee contributes to the achievement of the department’s mission; any failure to achieve the mission may place the safety of the public, the employees, and the offenders in jeopardy.

II. References

O.S. 40 § 551 et seq

III. Action

The director is responsible for compliance with this policy.

The director is responsible for the annual review and revisions.

Any exceptions to this policy statement will require prior written approval of the Board of Corrections.

Section-11 Personnel	P-110300	Page: 2	Effective Date: 09/30/2013
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This policy is effective as indicated.

Replaced: Policy Statement No. P-110300 entitled "Drug Free Workplace Program" dated November 22, 2011

Distribution: Policy and Operations Manuals
Department Website

Section-13 Inspections	P-130100	Page: 1	Effective Date: 09/30/2013
Annual Inspections and Monitoring	ACA Standards: 2-CO-1A-21, 2-CO-1A-22, 2-CO-2A-01, 2-CO-2A-02, 2-CO-3B-01, 2-CO-4D-01, 4-4017, 4-4123, 4-4124M, 4-4211M, 4-4329M, 4-ACRS-1A-02M, 4-ACRS-1A-09, 4-ACRS-1C-08M, 4-APPFS-3D-08, 4-APPFS-3D-09, 4-APPFS-3F-03M		
Kevin J. Gross, Chair Oklahoma Board of Corrections _____ T. Hastings Siegfried, Vice-Chair Oklahoma Board of Corrections _____			

Department of Corrections Annual Inspections and Monitoring

The Oklahoma Board of Corrections has established and maintains constitutional conditions of confinement for offenders in the care and custody of the department and ensures a healthy and safe working environment for employees. The Oklahoma Department of Corrections (DOC) shall be in compliance with applicable environmental health, safety and sanitation codes, agency policy, and accreditation standards and, at a minimum, ensures statutory compliance in the quality of life, environmental health, sanitation, and the safety of staff and offenders in meeting the mission of the department. (2-CO-1A-21, 2-CO-2A-01, 2-CO-3B-01, 2-CO-4D-01, 4-4124M, 4-ACRS-1C-08, 4-APPFS-3F-03M)

I. Annual Inspections

Annual operational inspections shall be conducted at all Department of Corrections facilities, units, districts, central office and private contract facilities to provide a method whereby departmental policy and operational procedures, American Correctional Association (ACA) standards, and health and safety codes are monitored to ensure effective and efficient operations. (2-CO-1A-22, 2-CO-2A-02, 4-4017, 4-ACRS-7D-02, 4-APPFS-3D-08, 4-APPFS-3D-09)

II. Monitoring

A system of continuous monitoring has been established to ensure continued practices and corrective action plans are appropriate.

III. Action

The director is responsible for compliance with this policy.

The director is responsible for the annual review and revisions.

Any exceptions to this policy statement will require prior written approval of the Board of Corrections.

This policy is effective as indicated.

Replaced: Policy Statement No. P-130100 entitled "Department of Corrections Annual Inspections and Monitoring" dated March 29, 2012

Distribution: Policy and Operations Manual

Section-13 Inspections	P-130100	Page: 2	Effective Date: 09/30/2013
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Department Website

Section-15 Physical Plant	P-150100	Page: 1	Effective Date: 09/30/2013
Standards and Development for Correctional Facilities	ACA Standards: 2-CO-2A-01, 2-CO-2B-02, 4-4123		
Kevin J. Gross, Chair Oklahoma Board of Corrections _____			
T. Hastings Siegfried, Vice-Chair Oklahoma Board of Corrections _____			

Physical Plant Standards and Long-Range Plant Development for Correctional Facilities

It is the policy of the Oklahoma Board of Corrections that the Department of Corrections establishes and maintains written physical plant standards for correctional facilities.

I. Purpose

It is the purpose of this policy to ensure that construction and renovation at all state correctional facilities conforms to applicable federal, state, and local building codes and American Correctional Association (ACA) standards (2-CO-2A-01, 4-4123)

Development of physical facilities is to be accomplished as rapidly as possible, and at the lowest possible cost, in order to conserve state resources.

A. Objective

In order to ensure a coordinated development program consistent with the mission and goals of the department, the director shall secure both the technical and administrative resources necessary for development of the physical plant to include:

1. Using professional consultants, departmental personnel, construction contractors, and offenders in a manner consistent with the policies of the Board of Corrections and ensuring the following:
 - a. Minimum physical standards address requirements such as square footage, fixtures, lighting, ventilation, etc., as required by the American Correctional Association (ACA) and/or applicable building codes;
 - b. Basic physical standards address the aspects of construction materials and methods;
 - c. Inspections at regular intervals throughout the construction/renovation phase ensuring compliance; and
 - d. The review of established plans for construction/renovation to ensure conformity of development.

B. Long Term Development (2-CO-2B-02)

The director will ensure formulation of a department-wide, long-term physical plant development plan to be approved and adopted by the Board of Corrections.

II. Action

The director is responsible for compliance with this policy.

The director is responsible for the annual review and revisions.

Any exceptions to this policy statement will require prior written approval of the Board of Corrections.

This policy statement is effective as indicated.

Replaced: Policy Statement No. P-150100 entitled "Physical Plant Standards and Long-Range Plant Development for Correctional Facilities" dated August 23, 2011

Distribution: Policy and Operations Manuals
Department Website

**Approval/Confirmation of
Appointment**

Kathryn King, District Supervisor
Tulsa County District Community Corrections

Oklahoma Department of Corrections

certifies that

Kathryn L. King

has been duly appointed to the position of

District Supervisor

of Tulsa County District Community Corrections

*Confirmed by the Oklahoma Board of Corrections on the
twenty-seventh day of September in the year two thousand and thirteen*

Edward L. Evans, Interim Director
Oklahoma Department of Corrections

Kevin J. Gross, Chair
Oklahoma Board of Corrections

T. Hastings Siegfried, Vice Chair
Oklahoma Board of Corrections

B. Steve Burrage, Secretary
Oklahoma Board of Corrections

**Over 28 years of experience with the Oklahoma Department of Corrections
to include Institutional and Probation/Parole.**

PROFESSIONAL HIGHLIGHTS

- Over 23 years as a highly effective mid-level manager.
- Excellent written and oral communication skills.
- Strong organizational skills.
- Excel in problem solving, decision making and office management.
- Approximately 4 years of institutional experience.

EXPERIENCE

Tulsa County District Community Corrections, Tulsa, OK 12/06 – Present
Assistant District Supervisor

- Supervision of team supervisors that manage the supervision of probation, parole, interstate and GPS offenders.
- Supervision of APO I responsible for managing GPS offender records.
- Supervision of intake office that processes over 3,000 offenders per year.
- Management of day-to-day operations to ensure compliance with Department policy and procedure and ACA standards.
- Oversight of parole revocation and GPS misconduct processes at TCDCC.
- Review and approval of written reports to Pardon & Parole Board.
- Responsible for personnel issues to include hiring process, time and leave, performance management and disciplinary issues.
- Conduct case file reviews on cases subject to media attention.
- Responsible for end of month and annual report statistics.
- TCDCC Public Information Officer.
- Member of the Statewide Sex Offender Management Team.
- Member of the Tulsa County Jail Diversion Committee.
- Member of the Tulsa County Domestic Violence Rapid Intervention Team.

Tulsa County District Community Corrections, Tulsa, OK 12/89 – 12/06
Team Supervisor

- Chaired and coordinated sex offender containment team meetings and law enforcement hub meetings.
- Member of the Statewide Sex Offender Management Team.
- Coordinator of sex offender registration for TCDCC.
- Supervision of a team of probation/parole officers and one administrative technician III.
- Review and approval of written reports to Oklahoma district courts and Pardon & Parole Board.
- Office management to include employee work schedules.
- Coaching and mentoring of employees.
- LSI-R/Motivational Interview critiques and coaching.
- Conduct background investigations for hiring of new employees.
- Develop and write local procedures.

- Developed computerized End of Month format for district.
- Developed computerized time/leave calculation form for personnel.
- Special Duties Served: ACA coordinator, sex offender team supervisor, weapons inventory/control, disciplinary chairperson

Tulsa County District Community Corrections, Tulsa, OK

5/88 – 12/89

Sr. Probation/Parole Officer

- Supervision of a caseload of correctional clients to include probation, parole, interstate and house arrest inmates.
- Preparation of reports and investigations to local courts, Pardon & Parole Board and other states.
- Assessment of needs and supervision levels.
- Treatment referrals according to assessed needs of clients.
- Collateral contact with offender's families and treatment providers.
- Arrests, transports and security duties as needed.

Tulsa Community Treatment Center, Tulsa, OK

7/85 – 5/88

Sr. Correctional Case Manager

- Assessment of needs and program referrals.
- Security assessments and recommendations.
- Parole summaries and recommendations.
- PPWP coordinator for 6 counties and Eastern State Hospital.
- Halfway house program coordinator.
- Served as disciplinary chairperson, substance abuse coordinator and AIDS trainer.

Lexington Correctional Center, Lexington, OK

9/84 – 6/85

Correctional Case Manager

- Assessment of needs and program referrals.
- Security assessments and recommendations.
- Parole summaries and recommendations.
- Case manager for protective custody unit.

EDUCATION

- Bachelor of Arts, Psychology, Northeastern State University, Tahlequah, Oklahoma
- 30 hours graduate work, Social Work, Oklahoma University, Norman, Oklahoma

CERTIFICATION/HONORS

- Peace Officer Certification, CLEET
- 1996 Northeastern Region Probation & Parole Employee of the Year
- District II Probation & Parole Employee of the Month, March 1989
- Tulsa Community Treatment Center Employee of the Month, April 1987

**Approval/Confirmation of
Appointment**

Jerry Chrisman, Warden
Mack Alford Correctional Center

Oklahoma Department of Corrections

certifies that

Jerry Chrisman

has been duly appointed to the position of

WARDEN

of Mack Alford Correctional Center

*Confirmed by the Oklahoma Board of Corrections on the
twenty-seventh day of September in the year two thousand and thirteen*

Edward L. Evans, Interim Director
Oklahoma Department of Corrections

Kevin J. Gross, Chair
Oklahoma Board of Corrections

T. Hastings Siegfried, Vice Chair
Oklahoma Board of Corrections

B. Steve Burrage, Secretary
Oklahoma Board of Corrections

JERRY CHRISMAN

WORK EXPERIENCE

September, 2012 –

Present

Mack Alford Correctional Center

Stringtown, OK

Interim Warden

Responsible for the continuous operations of a medium security facility under the direct supervision of the Director of Division III. Operate and maintain the ongoing development of all departmental needs. Provide constant supervision of security and support facility staff. Responsible for the care and welfare of 805 offenders and all facility staff.

2010 – 2013

Mack Alford Correctional Center

Stringtown, OK

Deputy Warden II

Responsible for the continuous operations of a medium security facility under the direct supervision of the Warden. Operate and maintain the ongoing development of all departmental needs. Provide constant supervision of security and support facility staff. Responsible for the care and welfare of 805 offenders and facility staff.

2006 –2010

Joseph Harp Correctional Center

Lexington, OK

Deputy Warden II

Responsible for the continuous operations of a medium security facility under the direct supervision of the Warden. Operate and maintain the ongoing development of all departmental needs. Provide constant supervision of security and support facility staff. Responsible for the care and welfare of 1400+ offenders and facility staff.

2005 – 2006

Mabel Bassett Correctional Center

McLoud, OK

Deputy Warden II

Responsible for the continuous operations of a women's maximum security facility under the direct supervision of the Warden. Operated and maintained the ongoing development of all departmental needs. Provided constant supervision of security and support facility staff. Responsible for the care and welfare of 1000+ offenders and facility staff.

2001 – 2005

James Crabtree Correctional Center

Helena, OK

Deputy Warden II

Responsible for the continuous operations of a medium security facility under the direct supervision of the Warden. Operated and maintained the ongoing development of all departmental needs. Provided constant supervision of security and support facility staff. Responsible for the care and welfare of 875 offenders and 192 facility staff.

2000 – 2001 Oklahoma State Reformatory Granite, OK
Unit Manager

Assigned as the Unit Manager of “A Unit”. This unit housed 120 administrative segregation offenders. Worked directly with the Deputy Warden of Security and the Warden to ensure the safety and security of all offenders and facility staff assigned to the unit. Responsible for all administrative and operational duties of the unit to include facility staff assignment, investigations, disciplinary actions, and performance appraisals. Ensured control of unusual and/or serious situations in accordance with policy and procedure.

2000 Oklahoma State Penitentiary McAlester, OK
Unit Manager

Assigned as the Unit Manager of the “F Cell-House”. This unit housed 270 maximum-security offenders. Responsible for all administrative and operational duties of the unit to include facility staff assignment, investigations, disciplinary actions, and performance appraisals. Ensured control of unusual and/or serious situations in accordance with policy and procedure. Conducted several internal investigations, as well as several criminal investigations, at the request of the Chief of Security.

1999 – 2000 Oklahoma State Penitentiary McAlester, OK
Correctional Security Captain

Assigned as shift supervisor over a shift of 120 correctional officers and an average of 1400 offenders. Responsible for the administrative and operational functions of the facility to include master rosters and investigations. Ensured that facility counts were made in a timely manner. Assisted in numerous special assignments while working at the facility. Worked directly with the Chief of Security, the Deputy Wardens, and the Warden to ensure the safety and security of all offenders and facility staff assigned to the facility. Responsible for supervising all unusual or serious situations that occurred at the facility during my shift.

1996 – 1999 Oklahoma State Penitentiary McAlester, OK
Correctional Security Lieutenant

Direct line supervisor on the units. Worked directly with the unit management in the supervision of officers and offenders in a daily setting. Ensured sanitation, yards, showers, feeding, and inmate movement/welfare was conducted in accordance with policy and procedure. Supervised junior facility staff, trained new officers, and ensured all documentation was correct. Active member of the Correctional Emergency Response Team (CERT).

1993 – 1996 Oklahoma State Penitentiary McAlester, OK
Correctional Security Sergeant

Direct line supervisor on the units. Worked directly with the unit management in the supervision of officers and offenders in a daily setting. Ensured sanitation, yards, showers, feeding, and inmate movement/welfare was conducted in accordance with policy and procedure. Assigned special duties as a Drill Instructor on the Shock Incarceration Program (SIP) and played an active role in development of the curriculum for the program. Supervised junior facility staff, trained new officers, and ensured all documentation was correct. Active member of the Correctional Emergency Response Team (CERT).

1992 – 1993 Oklahoma State Penitentiary McAlester, OK
Correctional Counselor

Active member in the unit management team responsible for dealing with inmate issues concerning clothing, property, and welfare needs. Played an active role in all aspects of the disciplinary process. Assisted officers in the daily operations of the unit.

1989 – 1992 Oklahoma State Penitentiary McAlester, OK
Correctional Officer

Assigned as unit officer responsible for working directly with the unit management in the supervision of offenders in a daily setting. Ensured sanitation, yards, showers, feeding, and inmate movement/welfare was conducted in accordance with policy and procedure. Assigned special duties as a Drill Instructor on the Shock Incarceration Program (SIP) and played an active role in development of the curriculum for the program. Trained new officers and ensured all documentation was correct. Active member of the Correctional Emergency Response Team (CERT).

MILITARY EXPERIENCE

1984 – 1988 United States Marine Corps Honorable Discharge
Military Policeman

Duties were to protect and serve the military and civilian community. Received specialized training in law enforcement. Member of the Marine Corps Special Emergency Response Team (SERT).

EDUCATION

1998 – 2000 Southeastern Oklahoma State University Durant, OK
BA Criminal Justice GPA: 3.8

1995 – 1997 Eastern Oklahoma State College Wilburton, OK
AA Criminal Justice GPA: 3.9

MEMBERSHIPS

President Elect - Oklahoma Correctional Association
American Correctional Association
United States Deputy Warden's Association
Southern States Correctional Association

SPECIALIZED TRAINING

PR-24 Instructor; Expandable Baton Instructor; Facility Staff Mentor; Mediator; Disciplinary Investigator; CLEET Certified Peace Officer; Management Development for the Future; Managing High Risk Offenders; and Correctional Leadership Development I, II, III, and IV.

HONORS

Graduated in the Top Ten Percent of 2000 Class as Cum Laude
Member of Psi Chi, President's Honor Roll, Dean's Honor Roll



Budget Update

**Department of Corrections
FY-14 Budget Activity Report
as of August 31, 2013**

Presentation to Board of Corrections

September 27, 2013

Department of Corrections
FY-14 Summary of Budget Projections
as of August, 2013

FY2014 Budget Work Program

Appropriated	\$	463,731,068
200 Fund	\$	18,810,349
205 Fund	\$	2,938,669
Total - BWP	\$	485,480,086 *

** Excludes Prison Industries and Community Sentencing and Federal funds.*

Y-T-D Expenditures	\$	(70,232,257)
Appropriated	\$	(55,292,918)
200 Fund FY 13	\$	(12,021,581)
200 Fund FY 14	\$	(203,142)
205 Fund FY 13	\$	(2,626,702)
205 Fund FY 14	\$	(87,914)
Encumbrances	\$	(157,979,274)
Committed	\$	(433,228)
Remaining Payroll	\$	(208,253,874)
Available Balance	\$	48,581,453

Department of Corrections
Appropriated Operating Funds
As of 08/31/2013

Budgeted	\$	463,731,068
Expenditures Y-T-D	\$	(55,292,918)
Encumbrance Y-T-D	\$	(150,054,338)
Total Committed Y-T-D	\$	<u>(248,428)</u>
Available Balance	\$	258,135,384
Less:		
Payroll	\$	(208,253,874)
Available Balance	\$	49,881,510

Department of Corrections
200 Revolving Fund Summary
As of 08/31/2013

Beginning Cash Balance 07/01/2013	\$	8,847,121
Revenue Received Y-T-D	\$	3,471,625
Expenditures Y-T-D	\$	(12,224,723)
Adjustments Y-T-D	\$	(500)
Ending Balance 08/31/2013	\$	93,523

Description of Fund:

Revolving fund that uses revenues in conjunction with appropriated funds to maintain the Department's operating budget. Revenue comes from a variety of sources:

Program Support

Offenders on work release give up to 50% of their net pay or the per diem rate, whichever comes first to supplement the cost of their incarceration.

Probation & Parole Fees

Probationers & Parolees pay a court ordered supervision fee of up to \$40.00 a month. The fee is used toward probation officers' salaries.

Medical Co pays

Inmates are required to pay a co pay of \$2.00 for medical treatment

Prisoner Public Work Crews

Facilities receive payment from federal, state, and local government entities for inmate labor, officer supervision when applicable, and transportation charges.

State Criminal Alien Assistance Funding

Federal Funds for the reimbursement of expenses for incarcerated aliens

Other Reimbursed Amounts

Funds from overpayments, returns, copies, FEMA, GPS, Private Prison monitoring (Non Oklahoma used facilities) and other miscellaneous reimbursements.

Misc. - Vendors, Copies, Notary, Rent, Sales, Refunds etc.

Department of Corrections
205 Revolving Fund Summary
As of 08/31/2013

Beginning Cash Balance 07/01/2013	\$	1,100,947
Revenue Received Y-T-D	\$	2,569,564
Expenditures Y-T-D	\$	(2,714,616)
Adjustments Y-T-D		
Ending Balance 08/31/2013	\$	955,895

Description of Fund:

Funds are generated through Canteen sales and a portion of telephone revenues, along with other miscellaneous sources (i.e. vending machines and crafts). This revenue provides funding for Offender and Staff needs, maintains the canteens and Offender Banking System.

Department of Corrections
280 Revolving Fund Summary
As of 08/31/2013

Beginning Cash Balance 07/01/2013	\$	4,307,972
Revenue Received Y-T-D	\$	2,676,642
Expenditures Y-T-D	\$	(4,184,785)
Adjustments Y-T-D	\$	(4,751)
Ending Balance 08/31/2013	\$	<u>2,795,078</u>

Description of Fund

Revenue received from Manufactured and Agricultural goods and services for services for use by the department, other State Agencies and for sale to other not-for-profit entities. Funds received from sale of products are used for labor costs and materials.

Oklahoma Department of Corrections
Forecasted Expenditures Over or Under Budget for
August 2013

Payroll	=	\$ (465,254)
Contract Beds	=	\$ (25,892,659)
Offender Health Care	=	<u>\$ (3,427,780)</u>
Surplus / (Deficit)		\$ (29,785,693)

Oklahoma Department of Corrections
FY 2014 Appropriated Operating Budget through August 2013

Account Code	Budgeted	Expenditures	Encumbered	Pre-Encumbered	Total Committed	Available Balance
11,12,13 Payroll	\$ 253,476,335.00	\$ 39,994,985.71	\$ 4,666,588.86		\$ 44,661,574.57	\$ 208,814,760.43
15 Professional Services	109,642,803.00	6,232,432.57	74,408,064.64	14,820.00	80,655,317.21	28,987,485.79
17 Moving Expenses						
19 Inter/Intra Agency Payments	60,000.00		56,231.61		56,231.61	3,768.39
21, 22 Travel	1,069,154.00	101,487.93	607,688.39		709,176.32	359,977.68
31 Misc. Admin. Expenses	13,643,671.00	1,215,450.58	11,815,612.97	11,412.56	13,042,476.11	601,194.89
32 Rent	3,355,510.00	303,554.86	1,928,113.59	6,760.27	2,238,428.72	1,117,081.28
33 Maintenance and Repair	8,926,391.00	593,586.39	1,512,358.18	94,433.19	2,200,377.76	6,726,013.24
34 Specialized Supplies and Materials	33,419,775.00	3,637,950.33	24,352,089.92		27,990,040.25	5,429,734.75
35 Production, Safety and Security	2,126,457.00	20,301.56	827,670.02	82,855.50	930,827.08	1,195,629.92
36 General Operating Expenses	1,327,305.00	35,950.21	188,224.15		224,174.36	1,103,130.64
37 Shop Expense	1,292,840.00	106,251.77	965,356.83		1,071,608.60	221,231.40
41 Furniture and Equipment	3,042,103.00	15,257.42	372,887.80	5,634.99	393,780.21	2,648,322.79
42 Library Equipment and Resources	177,492.00	349.65	1,693.75		2,043.40	175,448.60
43 Lease Purchases	2,300,100.00	337,493.14	1,963,514.94		2,301,008.08	(908.08)
44 Livestock - Poultry			300,000.00		300,000.00	(300,000.00)
45,46 Building, Construction and Renovation	338,597.00					338,597.00
48 Debt Service	3,001,800.00	496,846.88	2,450,943.80		2,947,790.68	54,009.32
51 Offender Pay and Health Services	3,275,031.00	142,229.59	2,835,524.47		2,977,754.06	297,276.94
52 Tuitions, Awards and Incentives	1,500.00	56.97	43,250.00		43,306.97	(41,806.97)
53 Refunds and Restitutions	118,000.00	12,334.00			12,334.00	105,666.00
54 Jail Backup, County Jails and Other	11,946,493.00	1,115,911.00	6,431,699.00		7,547,610.00	4,398,883.00
55,59 Assistance Payments to Agencies						
60 Authority Orders			7,398,427.98	32,511.52	7,430,939.50	(7,430,939.50)
61 Loans, Taxes and Other Disbursements	50.00	506.21			506.21	(456.21)
62 Transfers - Out Sourced Health Care	9,174,035.00	640,018.68	6,659,981.32		7,300,000.00	1,874,035.00
64 Merchandise for Resale	2,015,626.00	289,962.74	268,415.50		558,378.24	1,457,247.76
TOTAL	\$ 463,731,068.00	\$ 55,292,918.19	\$ 150,054,337.72	\$ 248,428.03	\$ 205,595,683.94	\$ 258,135,384.06

Funding	Budgeted	Expenditures	Encumbered	Pre-Encumbered	Total Committed	Available Balance
19240 GRF - Duties	\$ 12,130,266.00	\$ -	\$ 12,130,266.00	\$ -	\$ 12,130,266.00	\$ -
19430 GRF - Duties	443,731,068.00	52,165,417.87	133,181,838.04	248,428.03	185,595,683.94	258,135,384.06
57603 Duties	7,869,734.00	3,127,500.32	4,742,233.68	-	7,869,734.00	-
TOTAL	\$ 463,731,068.00	\$ 55,292,918.19	\$ 150,054,337.72	\$ 248,428.03	\$ 205,595,683.94	\$ 258,135,384.06
					Remaining Payroll	208,253,874.23
						49,881,509.83

Oklahoma Department of Corrections
Statement of Revenues, Expenditures and Changes in Fund Balances
Non- Appropriated Funds
July 1, 2013 through August 31, 2013

Revenue	200 Fund	205 Fund	280 Fund	Funds
Revenues				
Code Current:				
331 Other Fines, Forfeits, Penalties	\$ 46,066.80			\$ 46,066.80
431 Rent from Land	9,586.73			9,586.73
520 Reimbursement for Administrative Expense	247,259.24			247,259.24
521 Reimbursement for Data Processing Expense	1,520.00			1,520.00
522 Reimbursement for Telecommunication Exp.				-
530 Reimbursement for Travel Expense	1,072.70			1,072.70
552 Reimbursement of Federal Payroll	600,000.00			600,000.00
556 Federal Funds from Other State Agency	30,287.66			30,287.66
581 Reimbursement for Funds Expended	761,014.94			761,014.94
711 Farm Products General			1,029,211.17	1,029,211.17
731 Laboratory and Medical Services	23,363.19			23,363.19
741 Canteen and Concession Income	1,333.25	569,564.28	1,636,369.32	2,207,266.85
791 Other Sales and Services	482.29			482.29
811 Offender Medical Co-pays and Judgments	775,844.69			775,844.69
821 Deposits by Patients and Offenders	954,021.04	2,000,000.00	11,062.01	2,965,083.05
836 Sale of Salvage	18,081.65			18,081.65
881 Purchase Card Payments	1,691.32			1,691.32
<i>Total Revenues</i>	<u>3,471,625.50</u>	<u>2,569,564.28</u>	<u>2,676,642.50</u>	<u>8,717,832.28</u>
Expenditures				
Code Current:				
11,12,13 Payroll			1,190,362.27	1,190,362.27
15 Professional Services	5,866,810.64	325,223.85	93,504.11	6,285,538.60
21, 22 Travel	3,888.80	5,550.00	9,940.70	19,379.50
31 Misc. Admin. Expenses	1,802.95	51,603.67	156,211.87	209,618.49
32 Rent	58,734.17	25,358.78	15,300.98	99,393.93
33 Maintenance and Repair	395,940.96	420,677.09	178,183.96	994,802.01
34 Specialized Supplies and Materials	114,765.70	987,151.52	121,065.71	1,222,982.93
35 Production, Safety and Security	157,436.65	20,216.67	120,462.63	298,115.95
36 General Operating Expenses	3,169.98	31,365.52	12,297.09	46,832.59
37 Shop Expense	157,223.38	23,776.64	257,681.77	438,681.79
41 Furniture and Equipment	534,420.62	369,987.64	356,705.76	1,261,114.02
42 Library Equipment and Resources		1,296.05	747.15	2,043.20
43 Lease Purchases				-
44 Livestock and Poultry				-
45 Land and Right-of-way	64,741.27			64,741.27
46 Building, Construction and Renovation	689,276.89	68,527.35		757,804.24
48 Debt Service				-
51 Offender Pay and Health Services			215,413.27	215,413.27
52 Tuitions, Awards and Incentives		1,556.81		1,556.81
53 Refunds and Restitutions			111.90	111.90
54 Jail Backup, County Jails and Other	3,333,247.62			3,333,247.62
55 Payment to Gov. Sub-Division				-
59 Assistance Payments to Agencies	99,559.60			99,559.60
61 Loans, Taxes and other Disbursements			71.28	71.28
62 Transfers - Out Sourced Health Care	740,996.03	382,324.61		1,123,320.64
64 Merchandise for Resale	2,708.20		1,456,724.87	1,459,433.07
<i>Total Expenditures</i>	<u>12,224,723.46</u>	<u>2,714,616.20</u>	<u>4,184,785.32</u>	<u>19,124,124.98</u>
<i>Excess of Revenues Over (Under) Expenditures</i>	<u>(8,753,097.96)</u>	<u>(145,051.92)</u>	<u>(1,508,142.82)</u>	<u>(10,406,292.70)</u>
Special and Extraordinary Items				
Carried Over Cash				-
<i>Total Special and Extraordinary Items</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<i>Net Change in Fund Balances</i>	<u>(8,753,097.96)</u>	<u>(145,051.92)</u>	<u>(1,508,142.82)</u>	<u>(10,406,292.70)</u>
Cash				
Beginning Cash Balance	8,847,120.53	1,100,946.95	4,307,971.83	14,256,039.31
Revenue Received this Year	3,471,625.50	2,569,564.28	2,676,642.50	8,717,832.28
Expenditures made this Year	(12,224,723.46)	(2,714,616.20)	(4,184,785.32)	(19,124,124.98)
Beginning Change in Liabilities	(500.00)		(4,750.90)	(5,250.90)
Transfers				-
Adjustments				-
<i>Ending Cash Balance</i>	<u>\$ 93,522.57</u>	<u>\$ 955,895.03</u>	<u>\$ 2,795,078.11</u>	<u>\$ 3,844,495.71</u>

Oklahoma Department of Corrections
Statement of Revenues, Expenditures and Changes in Fund Balances
Non- Appropriated Funds
For the Month of August 2013

		200 Fund	205 Fund	280 Fund	Funds
Revenue Revenues					
<u>Code</u>	<u>Current:</u>				
331	Other Fines, Forfeits, Penalties	\$ 29,707.37			\$ 29,707.37
431	Rent from Land	5,545.67			5,545.67
520	Reimbursement for Administrative Expense	142,312.83			142,312.83
521	Reimbursement for Data Processing Expense	1,140.00			1,140.00
522	Reimbursement for Telecommunication Exp.				-
530	Reimbursement for Travel Expense	16.70			16.70
552	Reimbursement of Federal Payroll	600,000.00			600,000.00
556	Federal Funds from Other State Agency	30,287.66			30,287.66
581	Reimbursement for Funds Expended	670,136.02			670,136.02
711	Farm Products General			584,618.56	584,618.56
731	Laboratory and Medical Services	15,525.34			15,525.34
741	Canteen and Concession Income	724.96	312,533.51	896,394.12	1,209,652.59
791	Other Sales and Services	371.38			371.38
811	Offender Medical Co-pays and Judgments	513,063.52			513,063.52
821	Deposits by Patients and Offenders	272,819.42	500,000.00	4,813.78	777,633.20
836	Sale of Salvage	6,011.99			6,011.99
881	Purchase Card Payments	1,389.34			1,389.34
	<i>Total Revenues</i>	<u>2,289,052.20</u>	<u>812,533.51</u>	<u>1,485,826.46</u>	<u>4,587,412.17</u>
Account Expenditures					
<u>Code</u>	<u>Current:</u>				
11,12,13	Payroll			589,463.90	589,463.90
15	Professional Services	765,667.32	4,727.50	52,216.53	822,611.35
21, 22	Travel	(11.24)		4,857.20	4,845.96
31	Misc. Admin. Expenses	951.99	15,085.10	89,000.28	105,037.37
32	Rent	3,521.13	10,314.35	4,940.08	18,775.56
33	Maintenance and Repair	239,625.28	79,733.95	95,488.59	414,847.82
34	Specialized Supplies and Materials	35,151.02	111,218.02	56,477.64	202,846.68
35	Production, Safety and Security	102,299.76	4,379.49	66,840.42	173,519.67
36	General Operating Expenses	2,105.53	21,132.25	7,588.98	30,826.76
37	Shop Expense	9,228.43	2,372.49	123,853.78	135,454.70
41	Furniture and Equipment	330,812.13	208,353.19	337,436.95	876,602.27
42	Library Equipment and Resources		745.00	601.31	1,346.31
43	Lease Purchases				-
44	Livestock and Poultry				-
45	Land and Right-of-way	36,086.32			36,086.32
46	Building, Construction and Renovation	463,801.99	44,325.03		508,127.02
48	Debt Service				-
51	Offender Pay and Health Services			94,554.84	94,554.84
52	Tuitions, Awards and Incentives		1,150.86		1,150.86
53	Refunds and Restitutions				-
54	Jail Backup, County Jails and Other	633,491.62			633,491.62
55	Payment to Gov. Sub-Division				-
59	Assistance Payments to Agencies	70,158.76			70,158.76
61	Loans, Taxes and other Disbursements			41.28	41.28
62	Transfers - Out Sourced Health Care	146,319.94			146,319.94
64	Merchandise for Resale	1,567.04		654,927.90	656,494.94
	<i>Total Expenditures</i>	<u>2,840,777.02</u>	<u>503,537.23</u>	<u>2,178,289.68</u>	<u>5,522,603.93</u>
	<i>Excess of Revenues Over (Under) Expenditures</i>	<u>(551,724.82)</u>	<u>308,996.28</u>	<u>(692,463.22)</u>	<u>(935,191.76)</u>
Special and Extraordinary Items					
	Carried Over Cash				-
	<i>Total Special and Extraordinary Items</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<i>Net Change in Fund Balances</i>	<u>(551,724.82)</u>	<u>308,996.28</u>	<u>(692,463.22)</u>	<u>(935,191.76)</u>
Cash					
	Beginning Cash Balance	1,047,424.97	1,057,010.45	3,545,414.75	5,649,850.17
	Revenue Received this Month	2,289,052.20	812,533.51	1,485,826.46	4,587,412.17
	Expenditures made this Month	(2,840,777.02)	(503,537.23)	(2,178,289.68)	(5,522,603.93)
	Beginning Change in Liabilities	(402,177.58)	(410,111.70)	(57,873.42)	(870,162.70)
	Transfers				-
	Adjustments				-
	<i>Ending Cash Balance</i>	<u>\$ 93,522.57</u>	<u>\$ 955,895.03</u>	<u>\$ 2,795,078.11</u>	<u>\$ 3,844,495.71</u>

Oklahoma Department of Corrections
Statement of Revenues, Expenditures and Changes in Fund Balances
Federal Funding
July 1, 2013 through August 31, 2013

		<u>410 Fund</u>	<u>430 Fund</u>	<u>490 Fund</u>	<u>Funds</u>
Revenue	Revenues				
<u>Code</u>	Current:				
556	Federal Funds Rec'd from Non-Gov. Ag.	\$ 188,145.15	\$ 105,936.67	\$ -	\$ 294,081.82
561	Private Grants and Donations for Opns.	-	-	166,994.61	166,994.61
	<i>Total Revenues</i>	<u>188,145.15</u>	<u>105,936.67</u>	<u>166,994.61</u>	<u>461,076.43</u>
Account	Expenditures				
<u>Code</u>	Current:				
11,12,13	Payroll	-	-	-	-
15	Professional Services	188,598.82	313,203.57	427,580.75	929,383.14
21, 22	Travel	5,344.51	-	-	5,344.51
31	Misc. Admin. Expenses	415.11	252.25	-	667.36
32	Rent	3,650.73	-	-	3,650.73
33	Maintenance and Repair	2,988.53	-	-	2,988.53
34	Specialized Supplies and Materials	-	738.00	-	738.00
35	Production, Safety and Security	-	-	-	-
36	General Operating Expenses	5,548.21	-	-	5,548.21
37	Shop Expense	-	-	-	-
41	Furniture and Equipment	32,187.05	-	-	32,187.05
42	Library Equipment and Resources	-	-	-	-
43	Lease Purchases	-	-	-	-
44	Livestock and Poultry	-	-	-	-
45	Land and Right-of-way	-	-	-	-
46	Building, Construction and Renovation	-	-	-	-
48	Debt Service	-	-	-	-
51	Offender Pay and Health Services	-	-	-	-
52	Tuitions, Awards and Incentives	-	-	-	-
53	Refunds and Restitutions	-	-	-	-
54	Jail Backup, County Jails and Other	-	4,727.14	-	4,727.14
55	Payment to Gov. Sub-Division	-	-	-	-
59	Assistance Payments to Agencies	-	301.38	431.66	733.04
61	Loans, Taxes and Other Disbursements	-	-	-	-
62	Transfers - Out Sourced Health Care	-	-	-	-
64	Merchandise for Resale	-	-	-	-
	<i>Total Expenditures</i>	<u>238,732.96</u>	<u>319,222.34</u>	<u>428,012.41</u>	<u>985,967.71</u>
	<i>Excess of Revenues Over</i>				
	<i>(Under) Expenditures</i>	<u>(50,587.81)</u>	<u>(213,285.67)</u>	<u>(261,017.80)</u>	<u>(524,891.28)</u>
	Special and Extraordinary Items				
	Carried Over Cash	-	-	-	-
	<i>Total Special and Extraordinary Items</i>	-	-	-	-
	<i>Net Change in Fund Balances</i>	(50,587.81)	(213,285.67)	(261,017.80)	(524,891.28)
	Cash				
	Beginning Cash Balance	482,837.97	250,472.95	543,971.49	1,277,282.41
	Revenue Received this Year	188,145.15	105,936.67	166,994.61	461,076.43
	Expenditures made this Year	(238,732.96)	(319,222.34)	(428,012.41)	(985,967.71)
	Beginning Change in Liabilities	-	-	-	-
	Transfers	-	-	-	-
	Adjustments	-	-	-	-
	<i>Ending Cash Balance</i>	<u>\$ 432,250.16</u>	<u>\$ 37,187.28</u>	<u>\$ 282,953.69</u>	<u>\$ 752,391.13</u>

Oklahoma Department of Corrections
Statement of Revenues, Expenditures and Changes in Fund Balances
Federal Funding
For the Month of August 2013

		410 Fund	430 Fund	490 Fund	Funds
Revenue Revenues					
<u>Code</u>	<u>Current:</u>				
556	Federal Funds Rec'd from Non-Gov. Ag.	\$ 143,234.54	\$ 69,716.91	\$ -	\$ 212,951.45
561	Private Grants and Donations for Opns.	-	-	42,393.75	42,393.75
	<i>Total Revenues</i>	<u>143,234.54</u>	<u>69,716.91</u>	<u>42,393.75</u>	<u>255,345.20</u>
Account Expenditures					
<u>Code</u>	<u>Current:</u>				
11,12,13	Payroll	-	-	-	-
15	Professional Services	100,640.00	32,360.00	361,925.55	494,925.55
21, 22	Travel	2,070.51	-	-	2,070.51
31	Misc. Admin. Expenses	-	156.52	-	156.52
32	Rent	3,419.11	-	-	3,419.11
33	Maintenance and Repair	2,772.49	-	-	2,772.49
34	Specialized Supplies and Materials	-	738.00	-	738.00
35	Production, Safety and Security	-	-	-	-
36	General Operating Expenses	-	-	-	-
37	Shop Expense	-	-	-	-
41	Furniture and Equipment	29,655.00	-	-	29,655.00
42	Library Equipment and Resources	-	-	-	-
43	Lease Purchases	-	-	-	-
44	Livestock and Poultry	-	-	-	-
45	Land and Right-of-way	-	-	-	-
46	Building, Construction and Renovation	-	-	-	-
48	Debt Service	-	-	-	-
51	Offender Pay and Health Services	-	-	-	-
52	Tuitions, Awards and Incentives	-	-	-	-
53	Refunds and Restitutions	-	-	-	-
54	Jail Backup, County Jails and Other	-	4,727.14	-	4,727.14
55	Payment to Gov. Sub-Division	-	-	-	-
59	Assistance Payments to Agencies	-	301.38	431.66	733.04
61	Loans, Taxes and Other Disbursements	-	-	-	-
62	Transfers - Out Sourced Health Care	-	-	-	-
64	Merchandise for Resale	-	-	-	-
	<i>Total Expenditures</i>	<u>138,557.11</u>	<u>38,283.04</u>	<u>362,357.21</u>	<u>539,197.36</u>
	<i>Excess of Revenues Over</i>				
	<i>(Under) Expenditures</i>	<u>4,677.43</u>	<u>31,433.87</u>	<u>(319,963.46)</u>	<u>(283,852.16)</u>
Special and Extraordinary Items					
	Carried Over Cash	-	-	-	-
	<i>Total Special and Extraordinary Items</i>	-	-	-	-
	<i>Net Change in Fund Balances</i>	4,677.43	31,433.87	(319,963.46)	(283,852.16)
Cash					
	Beginning Cash Balance	427,572.73	5,753.41	602,917.15	1,036,243.29
	Revenue Received this Month	143,234.54	69,716.91	42,393.75	255,345.20
	Expenditures made this Month	(138,557.11)	(38,283.04)	(362,357.21)	(539,197.36)
	Beginning Change in Liabilities	-	-	-	-
	Transfers	-	-	-	-
	Adjustments	-	-	-	-
	<i>Ending Cash Balance</i>	<u>\$ 432,250.16</u>	<u>\$ 37,187.28</u>	<u>\$ 282,953.69</u>	<u>\$ 752,391.13</u>

Approval of Private Prison Contract
GEO Group, Inc.

FY 2014
CORRECTIONAL SERVICES CONTRACT

BETWEEN

GEO Group, Inc.
Lawton Correctional Facility
Lawton, Oklahoma

and the

STATE OF OKLAHOMA
DEPARTMENT OF CORRECTIONS

October 1, 2013 through June 30, 2018

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APPENDICES

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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 October, 2013, 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 2,526 bed adult male medium 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.

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

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 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, PREA 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.

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 October 1, 2013 and ending June 30, 2014, with four one year renewal options beginning July 1, 2014 and ending June 30, 2018, 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 2,526 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 health administrator of the Department 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 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 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 **Non-Smoking Areas.** 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.**

- A. The Contractor shall provide for all offender transportation including transportation upon initial assignment to and from the facility. Offender transportation will be in accordance with applicable Department policy.

- B. 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 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 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 incident reporting, to include allowing the Department to view video recordings of all serious 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 Prison and Jail Administration office on the forms provided. After business hours, the

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

Section 5.19 **Operational Plan.** The Contractor shall provide the Department, for Department's written approval, an Operational Plan that covers the full range of Facility operations including, but not limited to the following:

- A. A policy and operations manual which shall cover (1) all aspects of Facility operations, (2) procedures that will be utilized to facilitate monitoring of the Facility

on an annual basis, (3) continuous self-monitoring by Facility staff, (4) procedures for assumption of operations by the Department in the event of Contractor's bankruptcy or inability to perform its duties hereunder; (5) an emergency procedures/security manual for confidential use by the staff supervisors of the Contractor ; (6) post orders for all Facility security staff positions; (7) master roster or shift rosters of all security posts; and (8) movement schedules of facility.

- B. The Contractor shall notify the Department in writing of desired changes in, or additions to, the Operational Plan with regard to the Contractor's policies and procedures, emergency procedures/security manual, and post orders. The Department will review the changes and return it to the Contractor within 30 days of receipt. Emergency requests may be approved verbally upon request or receipt. No such changes shall be implemented prior to the Contractor's receipt of written approval from the Department which approval shall not be unreasonably withheld. Contractor non-compliance with the Operational Plan may be regarded as a material breach of this Contract.
- C. The Department will provide a complete copy of the policy and operations manual for the Contractor at www.ok.gov/doc/.

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

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

- A. The Contractor will make available to all offenders the legal materials and current updates as required by Department procedure OP-030115, "Attachment A." Materials may be maintained in paper or digital format. The parties hereto may enter into a separate agreement for the Department to furnish materials to

Contractor in a digital format, or may execute an addendum to this agreement for such materials at a later date.

- B. In the event an offender requires materials which are not listed in OP-030115, said offender will be allowed to complete a Request for Legal Materials, OP-030115, DOC Form 030115B. Said form shall be submitted to the Office of the General Counsel. Any legal materials requested by the offender must relate directly to conditions of confinement or the offender's conviction. The Department will e-mail the decisions to an address provided by the Contractor in response to facsimile requests received from the Contractor within three working days of receipt. The Contractor's requests should be delivered to the Office of General Counsel for the Department of Corrections. The Contractor will provide a contact e-mail or fax number to the Department's Office of the General Counsel.

Section 5.22 **Sentence Computation Data.** The Department shall provide the Contractor with essential data and information relating to sentence computations in accordance with Oklahoma law, the offender's Judgment and Sentence, and the applicable Department's policy and procedures for offenders assigned to the Facility. The Contractor shall record and accurately compute each offender's time of confinement in accordance with such law and procedures including, but not limited to, all earned credits and discharge dates and will forward such information to the Department ; provided that the final decisions with respect to sentence computation rests with the Department. All offenders shall be released on the correct release date. If an errant release does occur the contractor may request a waiver to liquidated damages if the errant release was not caused by inattention. The agency may waive all or part of the liquidated damages. All private prison releases from custody are to be approved by the Department's Sentence Administration unit. This is only an administrative responsibility and the State will continue to have all legal responsibility for final determination of earned credits and discharge dates. Nothing herein will be construed to abrogate the duty of the State in this regard. The Department will provide training to the Contractor with regard to the administration of sentences. The Department may

charge the Contractor for such training, to include the wages and transportation costs for training staff.

Section 5.23 **Classification and Case Management.** The Contractor shall provide intake orientation and release services in accordance with the Operating Standards. Contractor shall provide classification services in accordance with applicable Department policy. Contractor may not make any change in an Offender's custody level, but may recommend custody level change to the Department for approval. It is reasonable to expect that each private facility will prepare those offenders that will discharge for the facility directly to the street. Within 180 days of release, case managers will assist the offender in obtaining identification required for obtaining employment, ensure that the offender has housing arranged for his/her release, is knowledgeable about medical appointments they may have after release and where to seek medical attention as well as assisting in other prerelease preparatory activities.

Section 5.24 **Offender Records and Reports.**

- A. Facility will maintain offender records at their sole expense in accordance with applicable Department record keeping practices and procedures and shall adhere to federal, state, and local laws governing confidentiality. 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, and date placed in restrictive housing. The Contractor will submit a monthly report by the 5th day of the month to the Contract Monitor, which will include a narrative of facility highlights, reportable incidents, and other significant issues.

Section 5.25 **Offender Activity.** A minimum of eighty percent (80%) of eligible offenders (ineligible offenders are those who are ill, unable to work due to age or handicap, or are in restrictive housing) shall be productively occupied outside of their living quarters for at least thirty hours per week in work, educational, vocational, or habilitative programs excluding meal times, count times, and routine institutional functions. Offenders earned credit levels will not be affected by the lack of available jobs or programs. The Contractor shall comply with Department policies on offender housing, programs, and jobs. Non-compliance with this section shall be subject to section 10.3. During the period from October 1, 2013 through June 30, 2014, the Department will not penalize the Contractor for non-compliance as described above.

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 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.

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. 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 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 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 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 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 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 2,526 offenders. If ADP of less than 2,526 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. During the period from October 1, 2013 through June 30, 2014, the Department will not penalize the Contractor for vacancies as described above. 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 accordance with applicable law. 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 state law.

- 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 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 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.**

- A. During the period October 1, 2013 through June 30, 2014 as services are rendered and amounts become billable, the Department will pay a per diem of \$40.28 for medium 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 \$41,500,000 (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. Except as may be necessary to meet its obligations under the Guarantee set forth in Section 7.1 (C) the State will not pay for any unused beds.

C. Guarantee

If on a quarterly basis (July 1 through September 30, October 1 through December 31, January 1 through March 31, or April 1 through June 30 of each Fiscal Year) the Department does not use an average of at least 98% of the 2,526 beds available, then the Contractor may bill the Department for the balance of the unused beds at the current per diem rate up to 98% or 2,475 beds. The invoices for any additional amount owed by the Department as a result of the quarterly reconciliation shall be submitted by the Contractor and paid by the Department within 30 days of receiving the invoice.

D. 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, 2017, 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 Prison and Jail Administration unit. 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 **Protective Custody.** The Contractor agrees to provide a 304 bed protective custody unit that complies with the provisions of the Department's policies found in OP-040204, "Segregation Measures" and OP-060106, "Special Offender Management System (SOMS)".

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 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. 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, 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 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 Private Prison and Jail Administration unit will not exceed \$9,000 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.
- 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 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 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 **Notices.**

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

Oklahoma: Greg Williams,
Private Prison and Jail Administration
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:

Administrator, 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 the ____ day of _____, 2013.

State of Oklahoma

The GEO Group, Inc.

Edward L. Evans, Associate Director
Department of Corrections

Amber Martin, Vice President

Approved as to Form:

Approved as to Form:

Michael Oakley, General Counsel
Department of Corrections

Tim Tuck
Deputy General Counsel
Office of Management & Enterprise Services

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:

Approved:

Kathryn Savage
Assistant Attorney General
Attorney General's Office

Michelle Day, Director
Division of Capital Assets Management

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 “Offender Housing”
- OP-030103 “Offender Jobs 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 (PREA)
- OP-031001 “Offender Escorted Leave/Activities”
- OP-040101 “Facility Security Standards”
- OP-040111 “Transportation of Offenders”
- OP-040114 “Security of Offenders in Non-Prison Hospitals”
- OP-040115 “Offender Identification and Crime Alert Bulletin”
- OP-040117 “Investigations”
- OP-040204 “Segregation Measures”
- OP-040401 “Transportation of Offenders 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-060103 “Male Custody Assessment Procedures”
- OP-060104 “Community Corrections Assessment”;
- OP-060106 “Special Offender 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"

APPENDIX A
DEPARTMENT & DIVISION POLICIES AND DIRECTIVES (cont)

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 "Offender/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-030601 "Oklahoma Prison Rape Elimination Act (PREA)"
OP-120230 "Offender Banking System"
OP-120701 "Employee and Offender Welfare Fund"
OP-130106 "Environmental Health, Safety and Sanitation 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-140112 C	Security and Maintenance of the Health Services Unit's Equipment and Supplies
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.

- a. 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.

- b. 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.

- c. 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.

- d. 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.

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

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

- g. 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 \$50,000 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 \$50,000.
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". The cost will be \$2.00 per visit and \$2.00 per prescription. 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-110108.
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 Private Prison and Jail Administrator 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:

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

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	3	3	1	1	3

Management Fund/Bank Accounts					
Laundry and Offender Clothing, Telecommunications, Supplies/Perishables, and Recreation	2	3	1	1	3

APPENDIX D
REQUIRED MATERIALS FOR
LAW LIBRARY

<u>Item</u>	<u>Title</u> <u>Service</u>	<u>Publisher</u>	<u>Upkeep</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 through 999 Federal Reporter 3rd 1 volume through current	West West	No Yes
5.	Federal Supplement beginning with volume 481	West	
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 D (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 060125F "Offenders Misconduct Appeal Form"
DOC 030115A "Offender's Request for Disbursement"
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 Medical/Psychiatric Information"
DOC 140108F "Medical Record Review"

**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
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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
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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
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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
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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 “System of Incarceration”

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

Section II. opening paragraph in regard to identification card color coding. The facility will determine the color.

Section II.A.3. and B.3. Clothing will not include a belt as scrubs are approved for daily wear. Four (4) pair of underwear are authorized instead of six (6).

Section II.A.4. and B.4. in cell hobby craft is authorized. No organized hobby craft for Levels I and II.

Section II.A.9., 10., and 11. and B.9., 10. and 11. 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	1,969

APPENDIX H

GEO/Lawton Correctional Facility **304-Bed Protective Custody (PC) Unit**

The GEO/Lawton Correctional Facility (LCF) proposes to provide one 304-bed cell house for the use by the Oklahoma Department of Corrections (DOC) for medium security male protective custody offenders. The PC unit will meet all of the requirements as defined in the contract that will be effective October 1, 2013 through June 30, 2018. The unit will also comply with the provisions of the DOC policy and procedures found in OP-040204 "Segregation Measures" and OP-060106 "Special Offender Management System (SIMS)."

Unit Location within LCF . The PC unit will be located in the facility's Housing Unit 7, which can provide the necessary level of isolation from general population offenders and adequate security on the unit.

Physical Plant Modifications. An additional crash gate will be utilized with additional fencing on the recreation yard to accommodate the PC population. The crash gate will add additional protection to the unit and allow for the facilities located in this hallway to be used by both the PC offenders and the CRAFT offenders.

Conditions of Confinement. In DOC OP-040204, Sections III, IV and V, it describes the minimum conditions and services that offenders in a PC must be afforded. LCF proposes to meet these requirements as follows.

1. Cells will be of the standard configuration for general population offenders at LCF. PC offenders will generally be double celled unless the requirements for their safety or the safety of others requires that an individual offender be single celled. The design of these cells provides for the offenders to converse with and be observed by staff.

2. Offenders will be allowed access to dayrooms, gymnasium, and outside recreation at the minimum required by policy depending on individual offender safety and weather conditions. For those offenders that do not require separation from other PC offenders the access to exercise and recreation will exceed the minimum.
3. There will be daily visits by a senior correctional officer. Other staff will be required to be on the unit to assure contact with senior facility staff.
4. Staff will be assigned, rotated, and evaluated as provided in OP-040204, Section IV.
5. Daily visits by health services staff will be provided, unless medical attention is needed more frequently.
6. PC offenders will have the full range of health care, including medications that are available to general population offenders and provided in the contract.
7. Any PC offender that remains on the unit more than 30 days will be personally interviewed by a qualified mental health professional who will prepare a written assessment of the offenders' mental health. A mental health assessment will be prepared by the mental health professional every three months for those offenders confined in their cell, except for shower and exercise only, for extended periods of time or more frequently if prescribed by the chief medical authority.
8. Program staff will visit the unit and provide services to offenders based on the level of protection an individual offender requires. The programs will be:
 - a. ABE/GED.
 - b. Access to religious materials, spiritual and religious guidance by the chaplain and religious volunteers.

- c. Law Library materials and offender law clerks.
 - d. Leisure library materials.
 - e. Substance Abuse/Cognitive Behavior programs and materials.
 - f. Recreation supplies and space
9. PC offender clothing will be the same as provided for the general population offender unless an exception is required for the safety of an individual offender.
10. Bedding and linen will be provided and laundered as is provided to general population.
11. Personal hygiene items will be provided through commissary purchase or provided through indigent supplies as is provided to the general population, unless there is threat of self injury or injury to others.
12. The same commissary services will be provided to the PC offender that is available to the general population offender.
13. PC offenders will be provided the opportunity to shave and shower a minimum of three times per week. For those offenders that do not require separation from other PC offenders the access to shave and shower will far exceed the minimum and will approach or equal daily access. Barbering and hair care service will be available on the same basis as the general population.
14. Reading and writing materials, including eyeglasses, and mail privileges will be provided on the same basis as the general population.
15. Opportunity for visitation will be provided on a weekday to assure separation from general population that is in accordance with the individual offender level assignment.

16. Access to legal materials, grievance procedures, and law library services will be provided in accordance with the contract.

17. Food will be served to PC offenders in the same manner as food is served to General Population with the exception of those offenders that are on investigation for protective custody or those offenders that cannot be moved with other PC offenders. All meals will be served using the same menu as general population.

18. PC offenders will have individual logs for those that are confined to their cell except for showering and exercise. All other PC offenders will have their activities logged in the general housing unit log. Logs will be maintained in accordance with OP-040204, Section III.B.

19. PC offenders will have the same access to telephones as offenders in general population

20. A program outline for placement, release and programming of protective custody offenders will be submitted for approval to the Private Prison and Jail Administrator.

PC Unit Staffing. Several areas will have increased staffing based on the requirements for a PC population:

1. The staffing configuration that is on the Protective Custody Housing Unit will be the same as found on general population Housing Units at LCF with 1.5 posts (7 Correctional Officer FTE) added for the additional escort requirements.

2. Additional transportation officers (2 Correctional Officer FTE) will be added for PC transportation requirement of transporting these offenders separately from general population offenders.
3. Programs staff will be increased by 1 (one) Academic Instructor FTE and 1 (one) Library Clerk. Substance Abuse/Cognitive Thinking programs will be provided through redeployment of a current Substance Abuse Counselor FTE and a Life Skills Instructor FTE.
4. Due to the increased volume of casework information 1 (one) Unit Clerk FTE will be added.



Population Update

Population Update

Population Information as of August 30, 2013

Compared to August 31, 2012

Total System Offender Population	Females	Males	Total
Current Population	2,812	23,999	26,811
Population Last Year	2,630	23,414	26,044
Change from last year	182	585	767

DOC Facilities	Females	Males	Total
Current Population	2,275	15,600	17,875
Population Last Year	2,124	15,873	17,997
Change	151	(273)	(122)

Private Prisons	Females	Males	Total
Current Population	0	5,810	5,810
Population Last Year	0	5,006	5,006
Change	0	804	804

County Jail Contracts	Females	Males	Total
Current Population	0	616	616
Population Last Year	0	476	476
Change	0	140	140

Halfway Houses	Females	Males	Total
Current Population	300	861	1,161
Population Last Year	271	882	1,153
Change	29	(21)	8

Out Count	Females	Males	Total
Current Population	62	649	711
Population Last Year	58	648	706
Change	4	1	5

GPS	Females	Males	Total
Current Population	175	447	622
Population Last Year	177	518	695
Change	(2)	(71)	(73)

EMP	Females	Males	Total
Current Population	0	15	15
Population Last Year	0	11	11
Change	0	4	4

PPCS	Females	Males	Total
Current Population	0	1	1
Population Last Year	0	0	0
Change	0	1	1

Probation Supervision	Females	Males	Total
Current Population	4,948	16,058	21,006
Population Last Year	4,842	16,031	20,873
Change	106	27	133

Parole Supervision	Females	Males	Total
Current Population	496	2,597	3,093
Population Last Year	492	2,557	3,049
Change	4	40	44

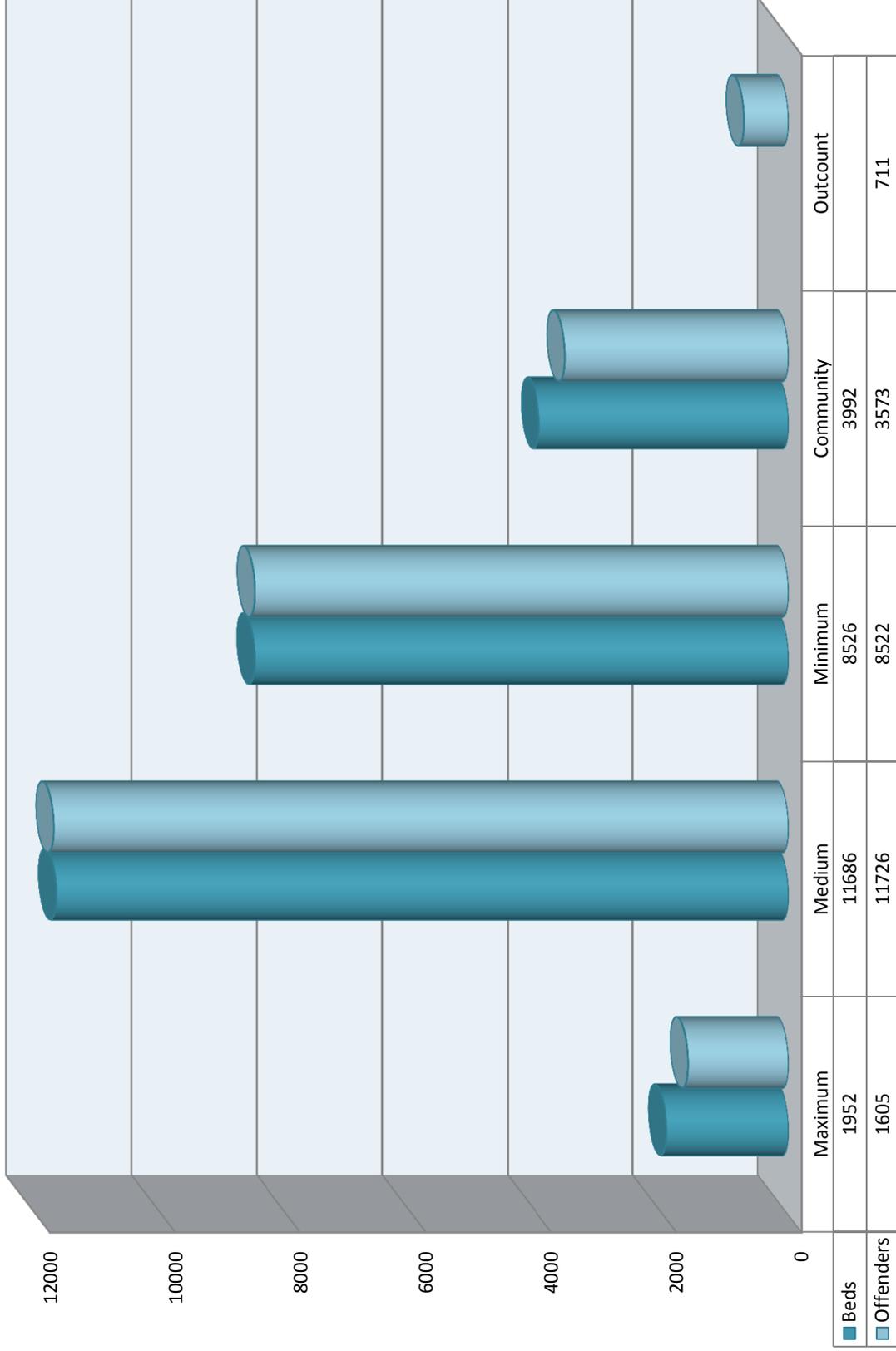
Total System Population	Females	Males	Total
Current System Population	8,256	42,654	50,910
Population Last Year	7,964	42,002	49,966
Change	292	652	944

County Jail Inmate Backup	Females	Males	Total
August 30, 2013	94	1,594	1,688
Population Last Year	68	1,403	1,471
Change	26	191	217

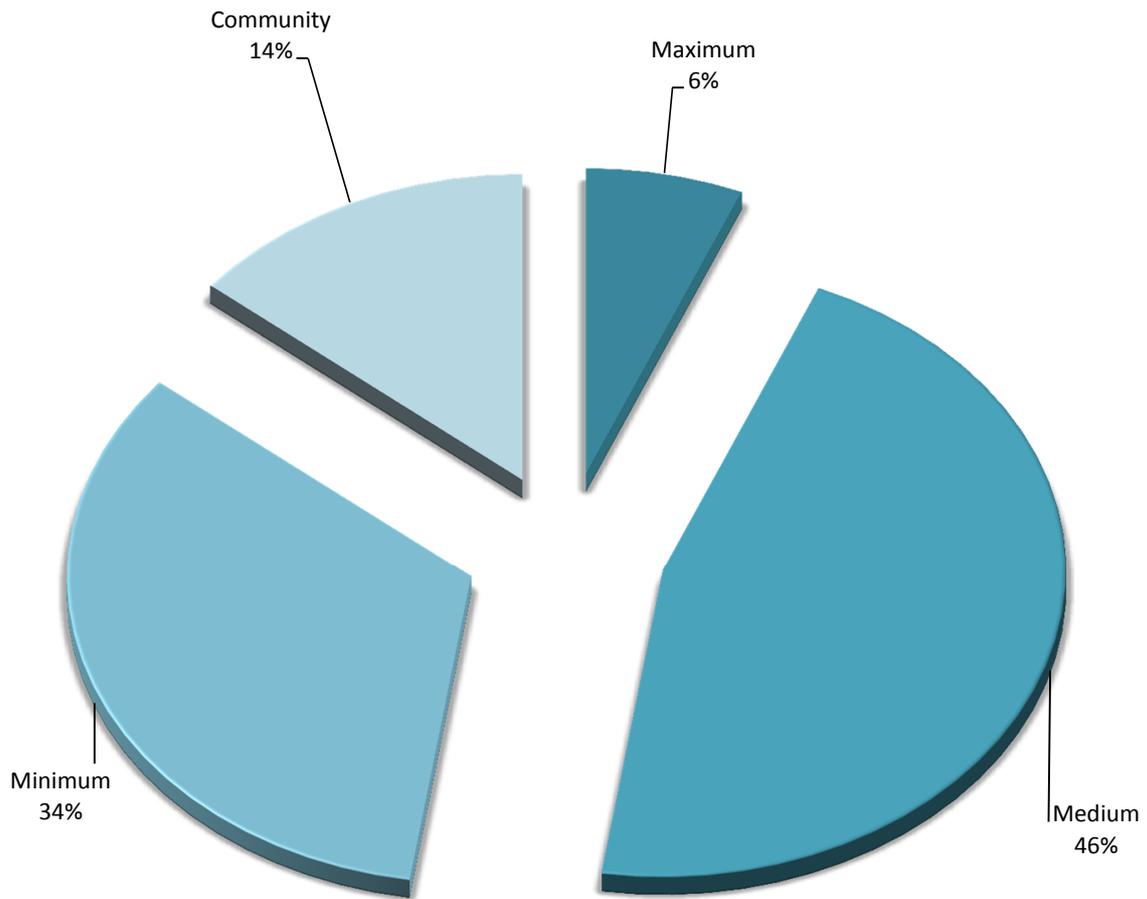
Pardon & Parole Board Results	Females	Males	Total
Month: August 2013			
Considered	38	499	537
Denied	15	338	353
Recommended	23	161	184
Percentage Recommended	60.53%	32.26%	34.26%

Governor's Actions	Females	Males	Total
Month: August 2013			
Reviewed	0	12	12
Approved	0	1	1
Denied	0	11	11
Percentage Approved	0.00%	8.33%	8.33%

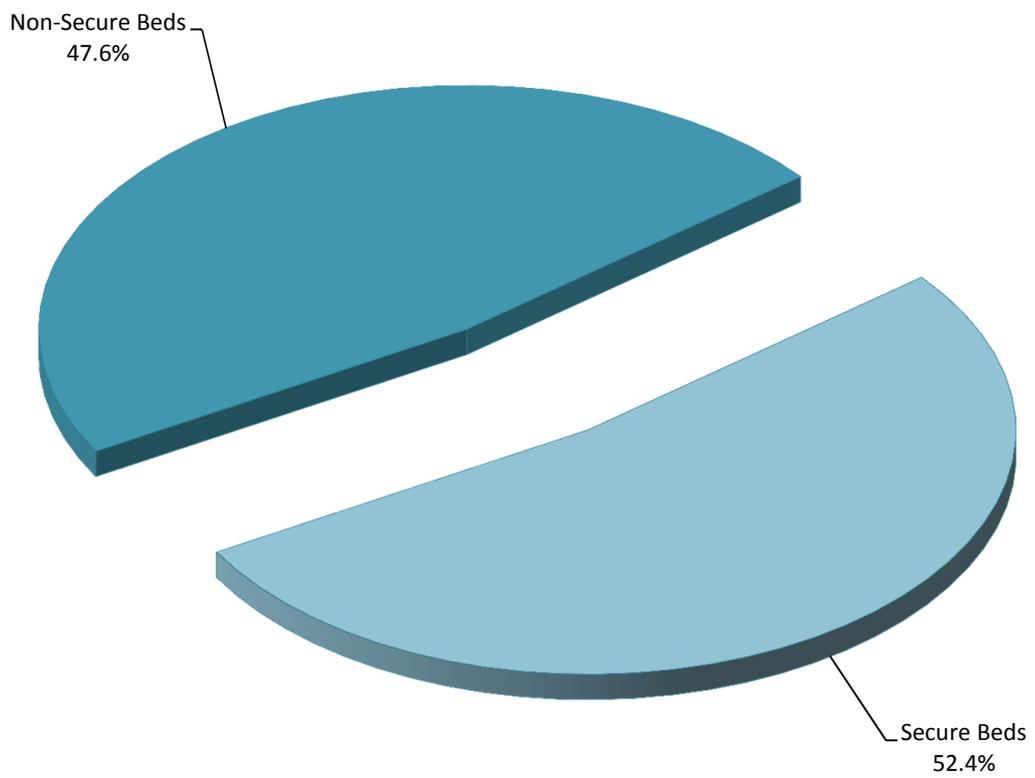
Offender and Bed Distribution 08/30/2013



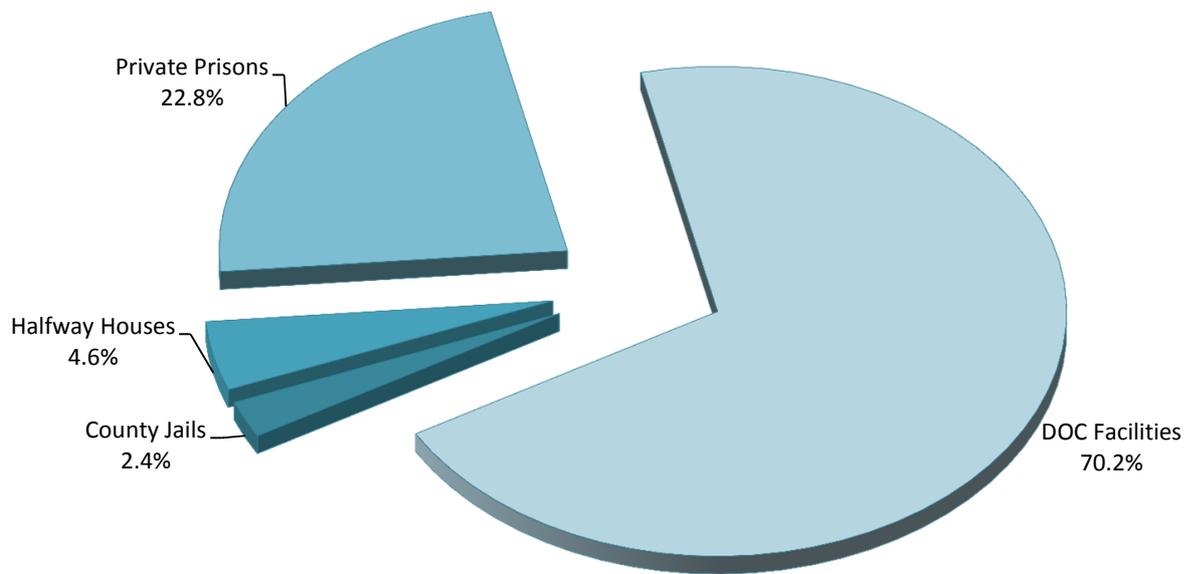
Offender Distribution By Security Level 8/30/2013



**Percentage Of Offenders In Secure And Non-Secure
Beds
8/30/2013**



Offenders In DOC Facilities v. Contract Facilities 8/30/2013



Approval of Facility Capacity Change
Mabel Bassett Correctional Center

Request for Modification of Facility Capacities
Board of Corrections Meeting
Friday, September 27, 2013

OP-150205, entitled, "Capacities of Facilities" requires Board of Corrections' approval for any modifications of facility capacities.

Due to the increased demand for beds, Mabel Bassett Correctional Center is requesting to increase the capacities of the Assessment and Reception Center and the facility general population. When the assessment unit opened in 2008, one cell was converted from a double cell to a single cell and four, four-person cells were converted to double cells. The requested increase will return the cells to the original occupancy limits. With respect to the increase in the facility general population, the original capacity of each of the six pods on D-unit was 44. Each pods' capacity has been increased to 60 resulting a total increase of 96 beds.

These changes are summarized below and are followed by a summary of the agency's capacity limits for female offenders:

Mabel Bassett Assessment and Reception Center	
Current Authorized Capacity	93
Convert Cell 101 from Single Cell to Double Cell	1
Convert Cells 116,201,212 and 217 from Double Cells to Four Person Cells	8
Requested Capacity	102

Mabel Bassett Correctional Center	
Current Authorized Capacity	1,043
Add 96 Minimum Security Beds to D Unit	96
Requested Capacity	1,139

Female Offender Capacity Limits			
	Current Authorized Capacity	Capacity Modification	Requested Capacity
DOC Facility Total – Female	2,168	105	2,273