

**AMENDMENT #7
CONTRACT DMS 08/09-077
OPERATIONS AND MANAGEMENT SERVICE CONTRACT
BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AND
THE GEO GROUP, INC
FOR THE
SOUTH BAY CORRECTIONAL FACILITY**

The Parties agree to amend the contract, effective July 1, 2014, as follows:

1. Article 1.18, DEFINITIONS, will be amended to say:

- 1.18. FACILITY: The 1,948-bed male medium/close custody adult male secure correctional Facility located in Palm Beach, County, Florida, and designed and constructed for the detention of adult male medium/close custody inmates. Further expansion of this Facility may be authorized by the Bureau. In the event further expansion of the Facility occurs, per diem and other adjustments will be made upon mutual agreement of the parties.

2. Article 5.27, HEALTHCARE SERVICES, section 5.27.2.3 will be amended to say:

- 5.27.2.3. Inpatient hospitalization costs: CONTRACTOR shall be responsible for all medical costs.

- 5.27.2.3.1. CONTRACTOR shall be responsible for providing security for any inmate admitted to a hospital. CONTRACTOR shall notify the Department and the DC as soon as possible (within two (2) hours) any time an inmate is admitted to a hospital. To assist CONTRACTOR in minimizing security costs, CONTRACTOR may utilize services, in accordance with DC procedure 401.005 relating to utilization management, available at DC's Reception and Medical Center (RMC) hospital in Lake Butler, Florida in all appropriate cases contingent upon space availability.

- 5.27.2.3.2. If an inmate is considered by the Facility's Chief Health Officer to be medically, physically, or mentally incapable of participating in the programmatic activities (which have been specifically designed to reduce recidivism) for greater than two (2) weeks, GEO may request in writing that the Department either transfer the inmate or provide in writing to the Bureau valid reasons for the failure to do so. If it is requested that the Department transfer an inmate because the inmate is not medically, physically, or mentally capable of participating in the programmatic activities, specific information must be provided that indicates what programmatic activities the inmate is unable to participate in, and an explanation of the cause.

5.27.2.3.3. CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act of 1996 (42 U. S. C. §1320d-8) (HIPAA), and all applicable regulations promulgated hereunder.

3. Article 5.27, HEALTHCARE SERVICES, sections 5.27.2.5 and 5.27.2.16 will be deleted.

4. Article 5.40, CONTRACTOR Staffing Requirements, section 5.40.3.1, will be amended to read:

5.40.3.1. CONTRACTOR agrees to exercise due diligence to attempt to fill any vacant security or non-security positions within thirty-five (35) days after the date upon which the position becomes vacant. If CONTRACTOR anticipates a problem in filling a vacant position within the thirty-five (35) day allowance, CONTRACTOR must request a waiver from the Department, to be reviewed on a case-by-case basis to fill a position with contracted staff. The request shall be submitted to the Contract Manager and the Department's On-Site Contract Monitor. The Department shall respond to any such request within three (3) working days. Positions not filled with permanent employees or contracted staff will incur vacancy deductions until the position is filled. A list of vacant positions along with position control documentation must be provided to the Department's On-Site Contract Monitor to be included on the monthly vacancy report submitted to the Department. Where contracted staff is utilized, CONTRACTOR must submit the invoice relative to payment for such contracted staff, reflecting dates of service and costs, to the Department's On-Site Contract Monitor along with the position control documentation. CONTRACTOR shall also submit documentation of any use of overtime to fill vacant positions after the specified times. The Department shall adjust the Management Payment under Section 7.1 accordingly. This adjustment shall not be considered or construed as a penalty or a form of damages, but as a withholding of payment for a service not provided.

5. Article 5.49 will be added:

5.49. **ON-SITE CONTRACT MONITOR TECHNOLOGY REQUIREMENTS:**

CONTRACTOR will provide a smart phone with access to e-mail and access to view the facility's camera system from their desktop computer. The desktop computer shall include access to the internet with a dedicated quality of service of at least 1.5 megabytes up and down, compatibility with the most current Microsoft software, and access to a scanner.

6. Article 5.50 will be added:

5.50. **RIGHTS, DUTIES, AND RESPONSIBILITIES RELATED TO DC'S OFFICE OF THE INSPECTOR GENERAL, ACCESS, COOPERATION, INVESTIGATION, AUDIT, REVIEW, OR INSPECTION.**

- 5.50.1. CONTRACTOR shall permit full and immediate access to the DC's Office of the Inspector General (OIG) at all times, with or without notice, to all inmates, staff, volunteers, physical areas of the correctional facility, and any conveyance that transports inmates. CONTRACTOR shall not deny, delay, obstruct, or otherwise restrict OIG access to any inmate, staff, volunteer, physical area of the correctional facility, or any conveyance that transports inmates.
- 5.50.2. CONTRACTOR shall permit the OIG to consult and confer with any inmate, staff, or volunteer privately and without molestation. CONTRACTOR shall refrain from taking any retaliatory action against any inmate, staff, or volunteer as a result of the inmate, staff, or volunteer's consultation or conference with the OIG.
- 5.50.3. CONTRACTOR shall permit online and onsite visits by the OIG during any administrative or criminal investigation, audit, review, or inspection conducted by the OIG or by the OIG in conjunction with any local, state, or federal law enforcement agency or authority. Online and onsite access includes, but is not limited to, physical and virtual access to any and all mainframes, servers, clients, network devices, intrusion prevention systems, and external and internal security scans of these resources.
- 5.50.4. CONTRACTOR shall provide to the OIG any and all operating system logs generated by mainframes, servers, clients, and network devices, as requested.
- 5.50.5. CONTRACTOR shall direct all staff and volunteers to fully cooperate with the OIG in the process of an audit, investigation, review, or inspection. CONTRACTOR shall facilitate full cooperation from all contractors, subcontractors, independent contractors, and vendors with the OIG in the process of an audit, investigation, review, or inspection.
- 5.50.6. CONTRACTOR shall inform, in writing, the OIG of the name and location and assignment of any employee or volunteer arrested, charged, or indicted for a criminal offense no later than 48 business hours after the arrest, charge, or indictment. CONTRACTOR shall inform, in writing, the OIG if the arrested, charged, or indicted employee is also employed with the DC or any other local, state, or federal law enforcement or correctional agency.
- 5.50.7. When an allegation pursuant to a violation of law, rule, or procedure is sustained as a result of an OIG investigation, the disciplining authority, regardless of the disciplinary decision, will report the corrective action or disposition on the DC1-811 to the OIG no later than thirty (30) days after receipt, unless an extension is authorized by the Inspector General or her/his designee.
- 5.50.8. CONTRACTOR shall adhere to all applicable provisions of DC Procedure 108.003: Investigative Process.

5.50.9. CONTRACTOR shall make sufficient office space available for use by the OIG that allows for confidential business to be conducted. CONTRACTOR shall provide necessary support related to the office space, including, but not limited to, computer, telephone, and internet access. CONTRACTOR shall ensure that any office space dedicated to the OIG is secure and unable to be accessed or occupied by any inmate or staff member without prior permission of the OIG.

7. Article 7.1, MANAGEMENT PAYMENT, will be amended to replace section 7.1.4:

7.1.4. If the parties renew the Contract pursuant to Section 3.1, the Department will compensate CONTRACTOR at the following Per Diem Rates (inmate, per day) effective July 1, 2014 to June 30, 2016.

7.1.4.1. \$ 48.85 times the minimum occupancy of 90%

7.1.4.2. \$ 7.00 for each inmate over the minimum occupancy rate of 90%;

7.1.4.3. \$ 44.66 *blended* Per Diem.

7.1.4.4. Minus monthly deductions for:

7.1.4.4.1. The Major Maintenance and Repair Reserve Fund set forth in Section 4.9, in the monthly amount of \$ 15,603.97.

7.1.4.4.2. The On-Site Contract Monitor set forth in Section 5.44, in the monthly amount of \$ 6,076.99.

7.1.4.4.3. Any property taxes or payments in lieu of taxes (PILOT) that may become due on the Facility pursuant to judicial determination or legislative mandate.

7.1.4.4.4. Fees collected from the medical co-payment for each inmate-initiated, non-emergency visit to the health care provider as required by section 945.6037, Florida Statutes.

7. Pursuant to Section 6.3.1 Personnel, this amendment adds a revised Contractor's Staffing Pattern, as attached, to Exhibit 2.

The Parties agree to further amend the contract, effective upon execution, as follows:

1. Article 12, MISCELLANEOUS PROVISIONS, Section 12.20, is amended to add:

12.20.1 If, under this contract, the Contractor is providing services and is acting on behalf of the Department as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

12.20.1.1. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

- 12.20.1.2. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 12.20.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 12.20.1.4. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department. Unless otherwise agreed, so long as the records are in a format accessible via Open Database Connectivity, the particular format shall be the Contractor's choice. These provisions apply unless contrary to law.

2. Article 12, MISCELLANEOUS PROVISIONS, is amended to add section 12.22:

- 12.22 Intellectual Property. The parties do not anticipate that any Intellectual Property will be developed as a result of this contract. However, any Intellectual Property developed as a result of this Contract will belong to and be the sole property of the state. This provision will survive the termination or expiration of this Contract.

3. Article 12, MISCELLANEOUS PROVISIONS, is amended to add section 12.23:

- 12.23 Scrutinized Company List. In executing this Contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

4. Article 12, MISCELLANEOUS PROVISIONS, is amended to add section 12.24:

- 12.24 Specific Appropriation. The following is the specific state funds from which the state will make payment under the contract:

SECTION 4 – CRIMINAL JUSTICE AND CORRECTIONS;
PROGRAM: SECURITY AND INSTITUTIONAL OPERATIONS;
ADULT MALE CUSTODY OPERATIONS;
644K SPECIAL CATEGORIES;
PRIVATE PRISON OPERATIONS.

5. Article 12, MISCELLANEOUS PROVISIONS, is amended to add section 12.25:

12.25. E-Verify. Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

This Amendment sets forth the entire understanding between the parties with regard to the subject matter hereof. All other terms and conditions of the Contract shall remain in full force and effect.

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

State of Florida

Department of Management Services



Name



Date

Stacy Arias

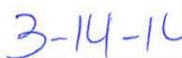
Deputy Secretary

The GEO Group, Inc.



Name

AMBER D. MARTIN
Vice President, Contracts Administration
The GEO Group, Inc.



Date

Amber Martin

Vice President, Contract Administration