

**CONTRACT NO.: DMS-13/14-009B  
BETWEEN  
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES  
AND  
GEO CORRECTIONS AND DETENTION, LLC  
FOR THE  
MOORE HAVEN CORRECTIONAL FACILITY**

**AMENDMENT NO.: 11**

This Amendment to Contract No.: DMS-13/14-009B (the "Contract") is by and between the State of Florida acting through the Florida Department of Management Services (the "Department"), Bureau of Private Prison Monitoring (the "Bureau") and GEO CORRECTIONS AND DETENTION, LLC, a wholly owned subsidiary of THE GEO GROUP, INC., ("GEO", "GEO Corrections" or the "Contractor") and collectively known as the "Parties".

**WHEREAS**, the 2018-2019 General Appropriations Act has been finalized and specific funding for Continuum of Care Programming (CoC) has been identified; and

**THEREFORE**, the Parties agree to amend the Contract as follows:

1. Exhibits E, H, I, K1 and K2 incorporated through Amendment No. 6 will continue in full force and effect.
2. The following Exhibits are replaced as follows:
  - 
  - Exhibit D – FY18/19, Staffing Pattern, replaces Amendment No. 6, Exhibit D in its entirety. Exhibit D – FY18/19 is attached and incorporated herein.
  - Exhibit J - FY18/19, Contractor CoC Post Release Services Estimated Budget, replaces Amendment No. 6, Exhibit J in its entirety. Exhibit J – FY18/19 is attached and incorporated herein.
  - Exhibit L - FY18/19, Contractor CoC Pricing, replaces Amendment No. 6, Exhibit L in its entirety. Exhibit L – FY18/19 is attached and incorporated herein.
3. Sub-section 5.38.14 of the Contract is hereby deleted in its entirety and replaced with the following:

5.38.14.1 Continuum of Care Program: Contractor shall provide enhanced rehabilitation programs for offenders/residents effective July 1, 2018 as set forth in Exhibits D, E, H, I and K1 and K2 of Amendment No. 6 are incorporated by reference, and Exhibit J - FY18/19 and Exhibit L - FY18/19 are attached hereto. The enhanced rehabilitation program shall include additional program staff, revised/expanded program curriculum integrated with select post release assistance in the areas of housing, employment, and treatment. Contractor shall coordinate with DMS and the Florida Department of Corrections (FDC) to access offender recidivism results at one (1) year, two (2) year, and three (3) year intervals following offender release.
4. These definitions are for purposes of Exhibits I, J, K1 and K2, as referenced in Section 1 and 2 herein.

- a. "Participant" means Inmates, or Inmates post-release from Moore Haven Correctional Facility within twelve (12) months, who have:
    - i. Signed a declaration of participation in the program, and
      - 1. Have at least one (1) referral to a post-release program as listed in Exhibit J – FY18/19.
      - 2. Have participated in one (1) of the three (3) programs in Exhibit I.
    - b. "Referral" means a formal written referral to the services listed in Exhibit J – FY18/19.
5. Sub-section 5.38.14.2 is added to the Contract to read as follows:

Adjustments due to partial performance may be assessed pursuant to Sub-section 8.5.1.3.

6. Sub-section 6.3.3 is hereby deleted in its entirety and replaced with the following:

Sufficient security staff shall be employed at all times to assure that all positions identified as critical complement on the approved staffing pattern, are manned, at all times, for each shift, unless a departure from the staffing pattern has been approved in writing by the Contract Manager or as allowed by approved post order. The Contractor shall comply with the Security Staffing Levels pursuant to the Florida Department of Corrections' Procedure 602.030. Work Restrictions for officers in Temporary Employment Authorization (TEA) status must be in compliance with the Florida Department of Corrections' Procedure 208.016. Contractor shall be required to fill critical complement positions by using overtime or other qualified staff members to ensure that the staffing levels do not decrease below the established critical complement. The approved staffing pattern is Exhibit-D and is incorporated herein by reference. Contractor will provide a finalized chart for each shift indicating critical complement and positions required to be filled. Contractor shall be required to provide a bi-weekly report to the On-Site Contract Monitor of the number of hours each certified officer and TEA worked during the pay period. The report will also indicate which officers are considered part-time.

7. Sub-section 8.1.4 is added to the Contract to read as follows:

For the period beginning upon execution of this Amendment and ending January 31, 2019, subject to sufficient funding, CoC will be paid at the rate of monthly rate in Exhibit L - FY18/19, Contractor Pricing, [REDACTED] in total. Payments are subject to quarterly reconciliation as shown by the reconciliation reports. Any adjustments will be applied to the following monthly invoicing period(s). The full annual appropriation of \$648,777 shall be applied through June 30, 2019 upon renewal of an additional term.

8. Sub-section 8.2.1 is replaced in its entirety with the following:

CONTRACTOR shall submit monthly invoices within ten (10) working days of the month end, in a format acceptable to the accounting department of the Florida Department of Corrections (FDC), to the attention of the Department's Contract Manager. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The invoice will reflect the prison population for each day, midnight count, times the security per diem minus adjustments allowed in the Contract. The invoice will reflect a separate per diem for programs provided by Contractor. The FDC will verify the daily inmate population count. If there is a discrepancy between Contractor's and the FDC's count, the FDC's count will

be used in calculating the per diem payment. Invoices will be adjusted as specified in the Contract.

The Contractor shall submit invoices, including CoC, monthly. Every third monthly invoice (September, December, March, June) shall contain a reconciliation of post release services, estimated budget and actual participation and resulting costs for the quarter. The Department shall apply adjustments in accordance with Sub-section 8.1.4 as revised herein.

9. Sub-section 8.2.2 of the Contract is amended to add the following:

The On-Site Contract Monitor shall have read-only access to the GeoTrack system to verify the monthly submitted Exhibits K1 and K2 reconciliation.

10. Sub-section 12.5.4 is added to the Contract to read as follows:

The Contractor shall comply with Internal Revenue Code Section 6041 or any other applicable federal, state, or local tax reporting requirements for any payments or vouchers provided to inmates in a Continuum of Care post release program.

11. This Amendment and all of its Exhibits are hereby made a part of this Contract. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments are unchanged. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof.

12. This Amendment remains subject to section 287.0582, Florida Statutes.

13. This Amendment is effective on the last date of execution.


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

**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**

  
\_\_\_\_\_  
David Zeckman, Chief of Staff

July 19, 2018  
Date

**GEO CORRECTIONS AND DETENTION, LLC**

  
\_\_\_\_\_  
Amber D. Martin, Executive Vice President

7/18/18  
Date

**Exhibit D**

**The GEO Group, Inc**

**Moore Haven Correctional Facility**

**985 Inmates for the State of Florida (12-Hr shifts)**

r. 07/17/18

**Executive Office**

[Redacted content]

**Sub Total**

[Redacted content]

**Business / Support**

[Redacted content]

**Sub Total**

[Redacted content]

**Maintenance**

[Redacted content]

**Sub Total**

[Redacted content]

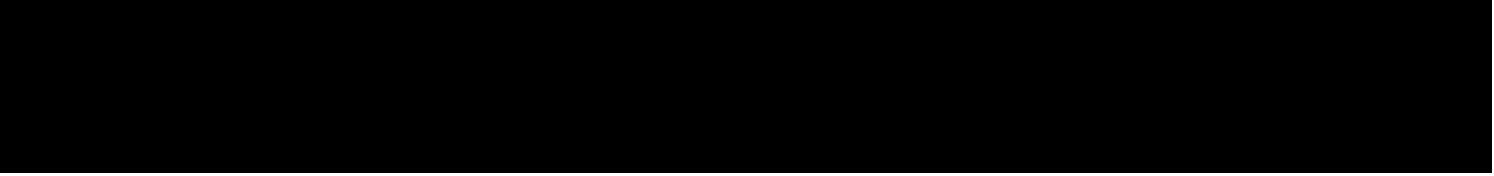
**Exhibit D**

**The GEO Group, Inc**

**Moore Haven Correctional Facility**

**985 Inmates for the State of Florida (12-Hr shifts)**

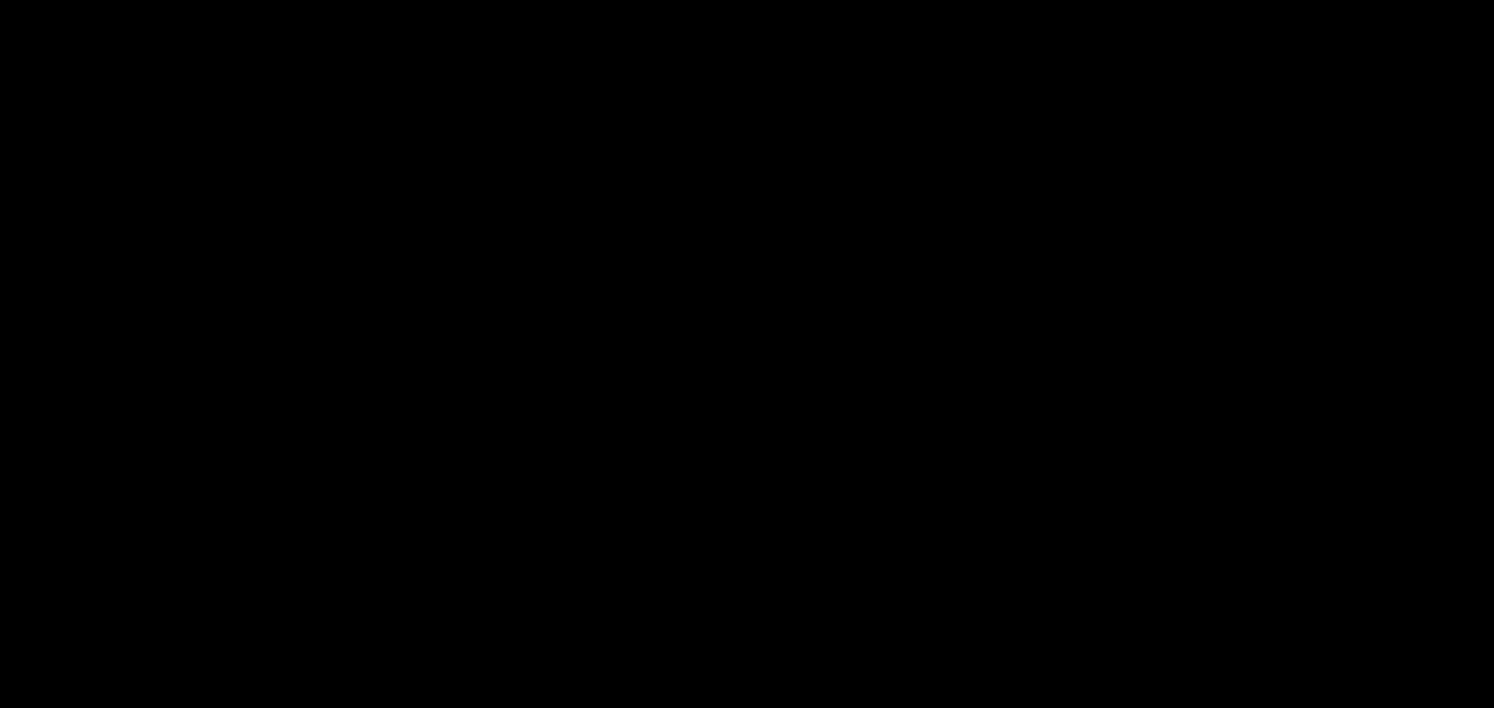
**Food Service**



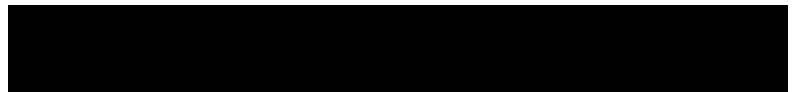
**Sub-Total**



**Programs**



**Sub Total**



**Exhibit D**

**The GEO Group, Inc**

**Moore Haven Correctional Facility**

**985 Inmates for the State of Florida (12-Hr shifts)**

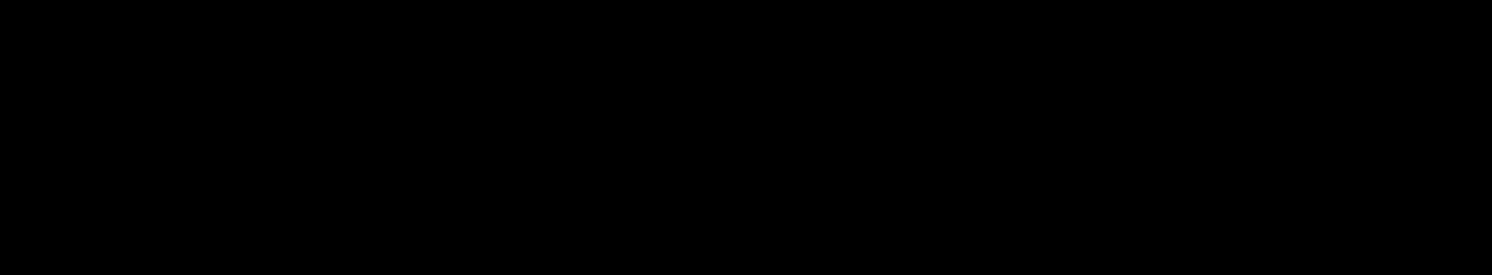
**Medical**



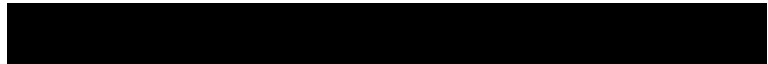
**Sub Total**



**Security Supervisors**



**Sub-Total**



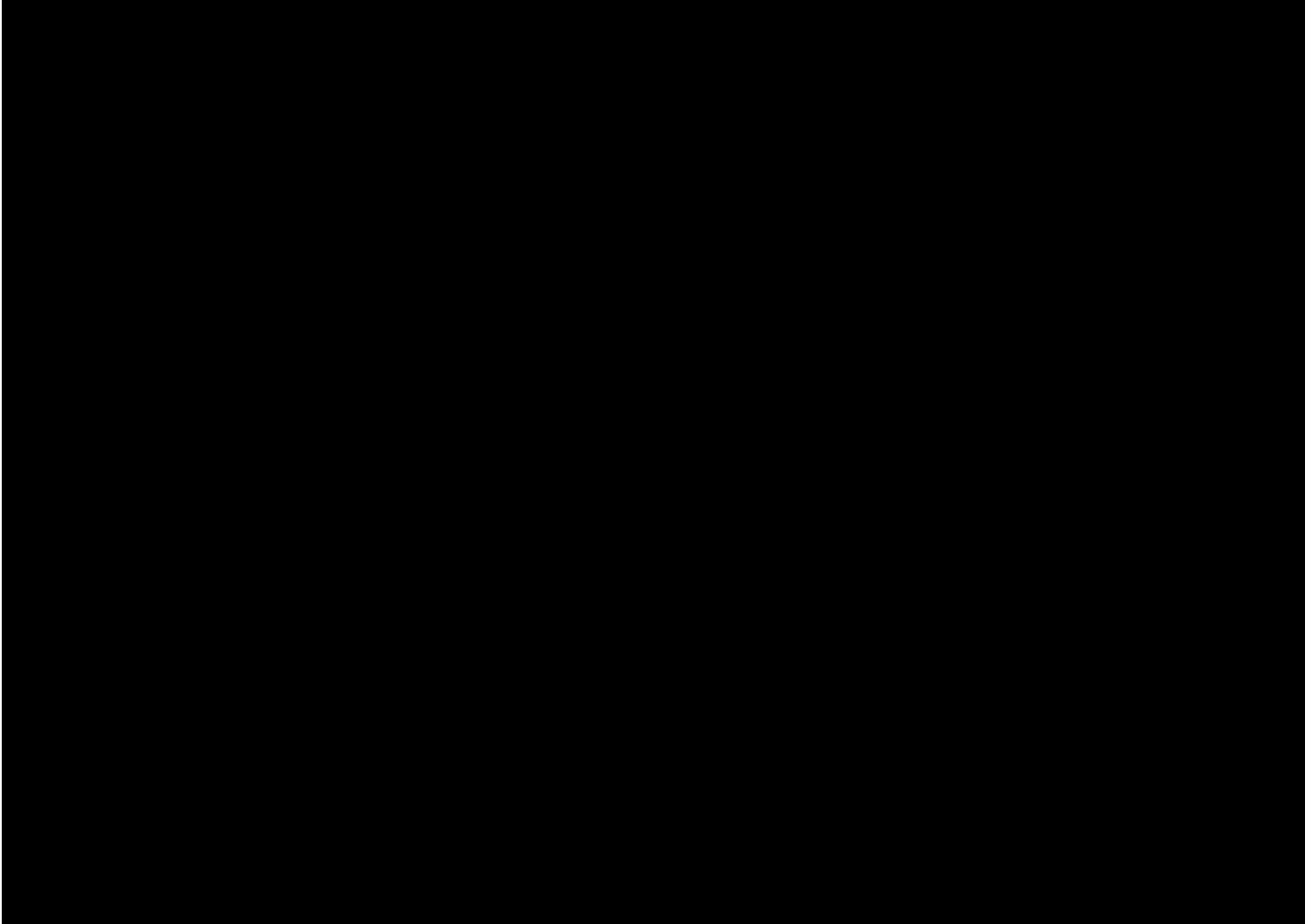
**Exhibit D**

**The GEO Group, Inc**

**Moore Haven Correctional Facility**

**985 Inmates for the State of Florida (12-Hr shifts)**

**Correctional Officers**



**Sub-Total** 

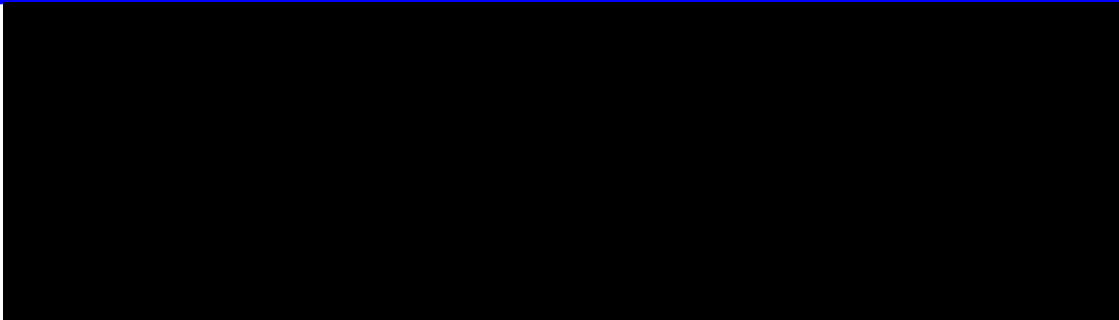
**Exhibit D**

**The GEO Group, Inc**

**Moore Haven Correctional Facility**

**985 Inmates for the State of Florida (12-Hr shifts)**

**SUMMARY**



**TOTAL STAFF (Contract Required)**

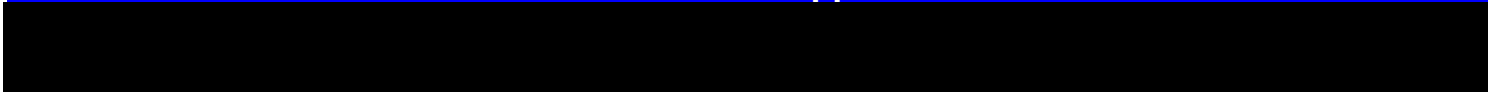


**Contract Required Staffing + GEO Approved Above and Beyond**

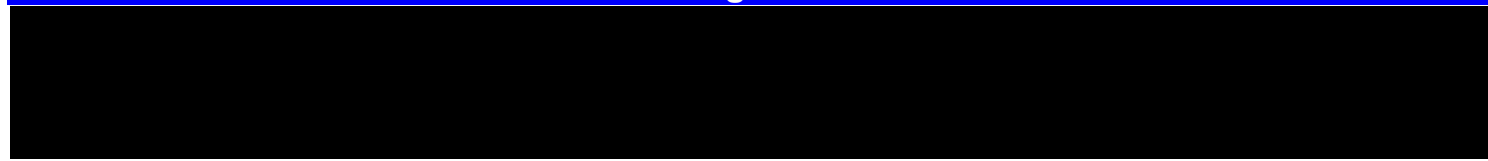


**Above and Beyond Positions**

**Business/Support**



**Programs**

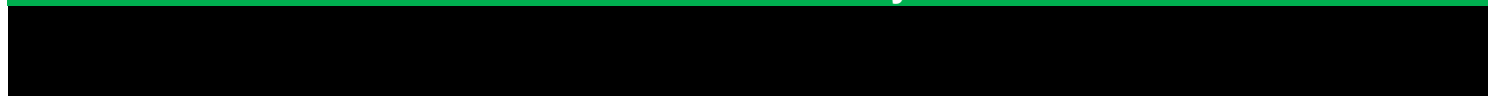


**Total Above and Beyond Positions**



**Contract Positions**

**Keefe Commissary**



**Sub Total**

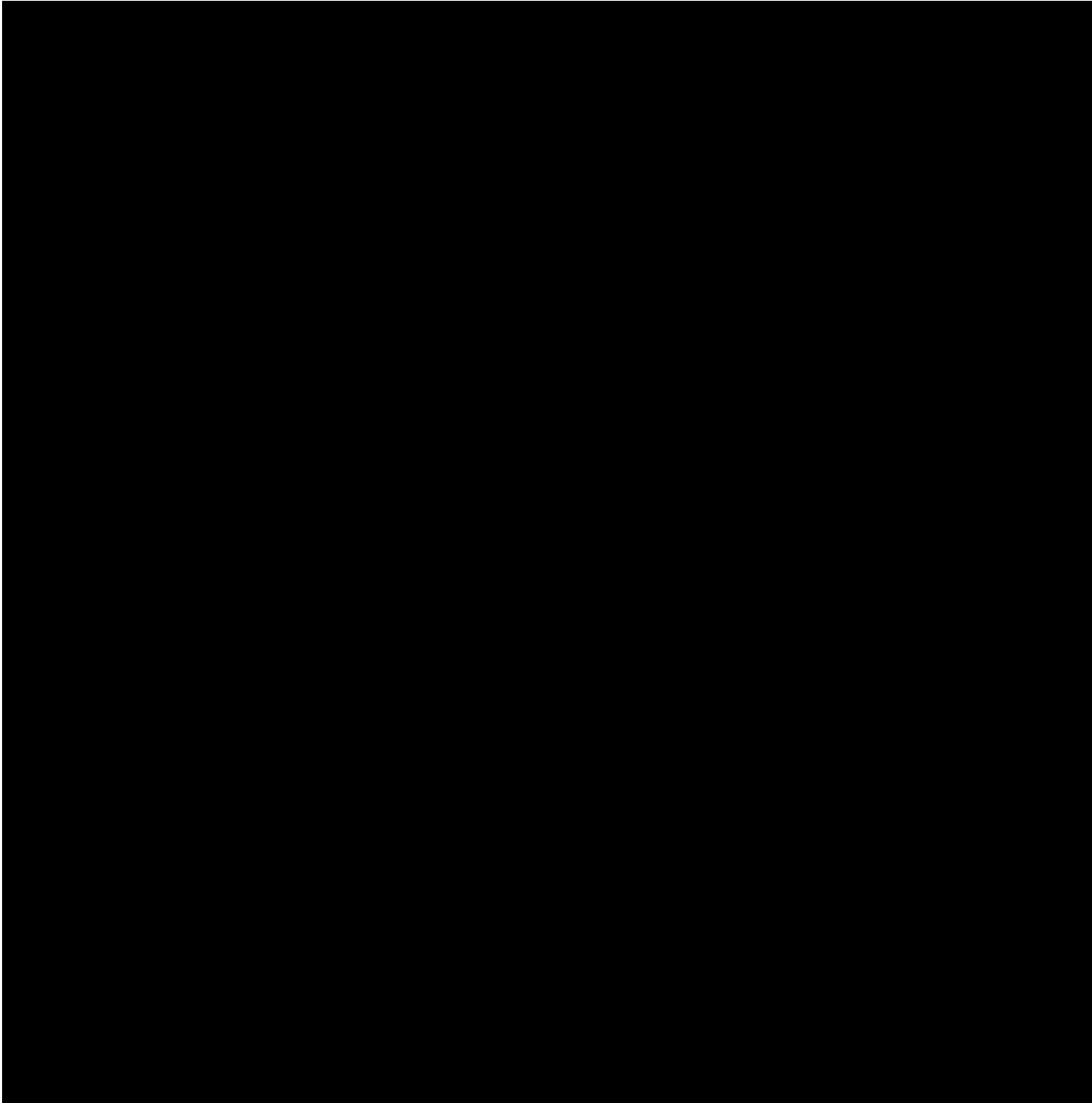


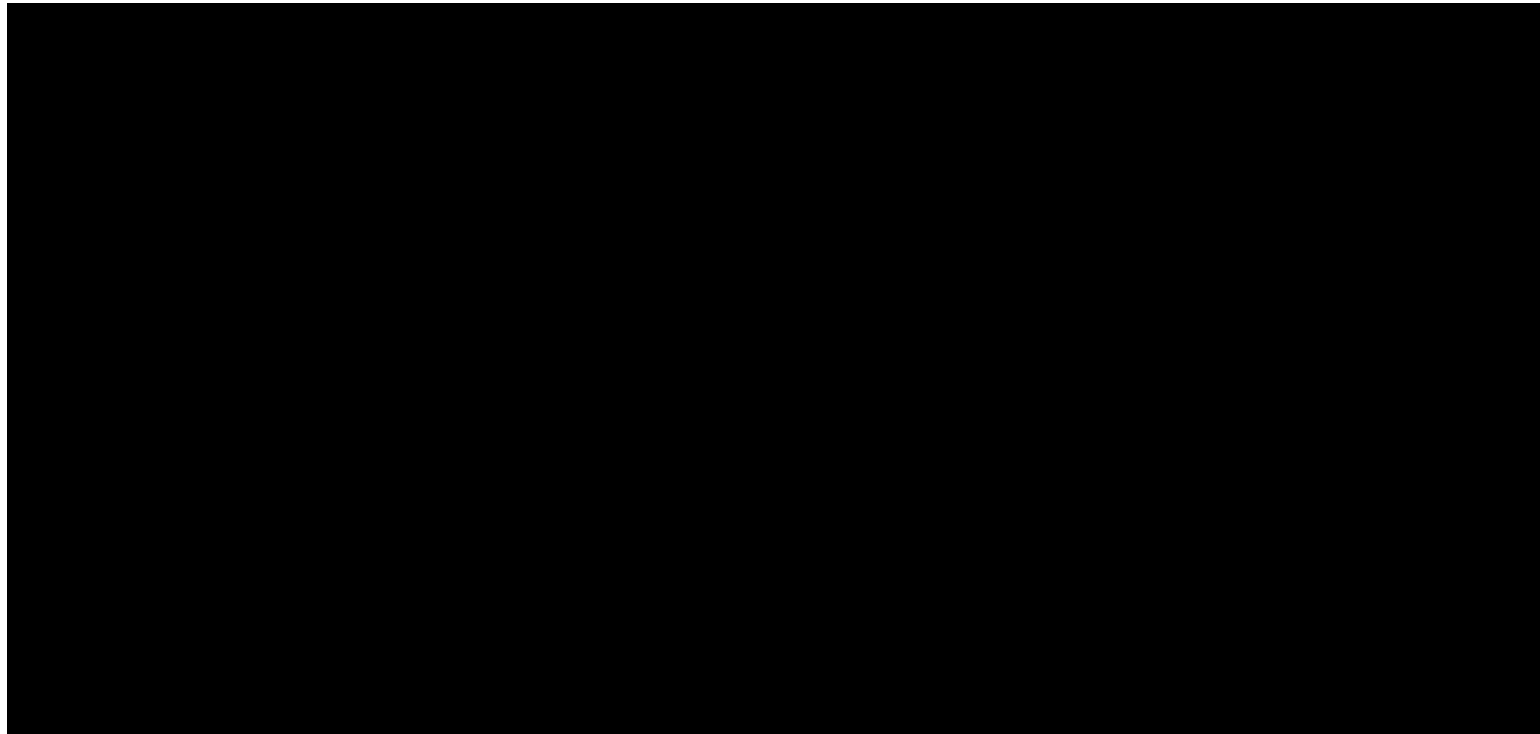
**GRAND TOTAL: Contract Required Staffing + GEO Approved Above and Beyond + Contract Positions**





**Moore Haven Correctional Facility  
Exhibit J  
Post Release Services**





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**THE GEO Group Inc.  
Continuum of Care Budget  
July 1, 2018 - June 30, 2019**

	Moore Haven
Contract Capacity	985
Inmates w/in 12 Months of Release	226
<b>Personnel</b>	
<b>Other Operating Costs</b>	
<b>Space</b>	
<b>Post Release Services</b>	
<b>PROFIT</b>	\$0
<b>TOTAL COST TO STATE*</b>	\$ 648,777

\*Total cost to State does not include regional/corporate overhead.

**Exhibit L**  
Contractor CoC Pricing-MOORE HAVEN

	985	985	985	985	985	985	985	985	985	985	985	985	985	985
Contract Capacity	985	985	985	985	985	985	985	985	985	985	985	985	985	985
Inmates w/in 12 Months of Release	226	226	226	226	226	226	226	226	226	226	226	226	226	226
<b>Personnel</b>	<i>July</i>	<i>August</i>	<i>September</i>	<i>October</i>	<i>November</i>	<i>December</i>	<i>January</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>May</i>	<i>June</i>	<i>ANNUAL</i>	
<b>Other Operating Costs</b>														
<b>Space</b>														
<b>Post Release Services</b>														
<b>PROFIT</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL COST TO STATE*</b>														\$ 648,777

<b>July 1, 2018-January 31, 2019</b>	
[REDACTED]	
<b>Total Cost to State-\$397,495</b>	