

**CONTRACT DMS-08/09-077
BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
GEO CORRECTIONS AND DETENTION, LLC
FOR THE
SOUTH BAY CORRECTIONAL FACILITY**

AMENDMENT NO.: 22

This Amendment to Contract No.: DMS-08/09-077 (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".

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

1. Subsection 12.20.1, of the contract, as amended in Amendment No.: 7, is hereby deleted in its entirety and placed with the following:

12.20.1 Access to Public Records

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Florida Statutes.

12.20.2 Redacted Copies of Confidential Information

If the Contractor considers any portion of any documents, data, or records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

12.20.3 Request for Redacted Information

In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Contractor under legal process,

the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

12.20.4 Indemnification

The Contractor shall protect, defend and indemnify the Department for any and all claims arising from or relating to the Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Contractor fails to submit a redacted copy of information it claims is Confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request or other lawful request for these records.

12.20.5 Contractor as Agent

Solely for the purposes of this section, the contract manager is the agency custodian of public records. If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes, the Contractor shall:

- 12.20.5.1 Keep and maintain public records required by the public agency to perform the service.
- 12.20.5.2 Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 12.20.5.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- 12.20.5.4 Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.20.5.5 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.

2. Subsection 12.21.2 the address for notices for the Contractor is amended to read as follows:

GEO Corrections and Detention:

The Geo Group, Inc.

621 NW 53rd Street, Suite 700

Boca Raton, Florida 33478

Attn: Amber Martin, Executive Vice President, Contract Administration

3. Subsection 12.23, Scrutinized Companies List, of the contract, as amended in Amendment No.: 7, is hereby deleted in its entirety and placed with the following:

12.23 SCRUTINIZED COMPANIES—TERMINATION BY THE DEPARTMENT

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

4. Cooperation with the Inspector General, is hereby added as Subsection 12.26 of the Contract:

12.26 COOPERATION WITH THE INSPECTOR GENERAL

Pursuant to section 20.055(5), Florida Statutes, the Contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review or hearing.

5. Exhibit 5, Program Schedule is amended as attached and incorporated by reference.
6. 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.
7. This Amendment is effective on the last date of execution.

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

FLORIDA DEPARTMENT OF
MANAGEMENT SERVICES



David Clark, Chief of Staff

Date

6/26/19

GEO CORRECTIONS AND DETENTION, LLC



Amber D. Martin,
Executive Vice President Contract Administration

Date

6/25/2019

Exhibit 5: South Bay Program Schedule (Mon-Fri)

Population

Behavioral

Academic

Vocational

Substance Abuse

participants min.

ratio min.

Outpatient/Prevention

Behavioral*	Instructors	# Per Day
Life Skills		
Compass		
Anger Management (as needed)	total	min.

* Class Size: Actual participants may fluctuate between [redacted] per class session

Academic**	Instructors	# Per Day
General		
total		minimum

** Class Size: Actual participants may fluctuate between [redacted] per class session

Vocational***	Instructors	# Per Day
Carpentry		
Tech Support		
Nursery Ops		
Environment		
CDL		
Culinary		
Entrepreneurship		
Virtual Welding		
total		minimum

*** Class Size: Actual participants may fluctuate between [redacted] per class session (CDL and Tech Support [redacted], due to classroom space)

SUBSTANCE ABUSE	Inmates/Class	Sessions/Day	Facilitators	Participants
M/W/T/R Prevention				
M/W/T/R Outpatient				
Total				

**** Class Size: Actual participants may fluctuate between [redacted] per class session (Outpatient programming schedules according to DC policy for contact/treatment hours)