

**CONTRACT FOR PROFESSIONAL SERVICES**

THIS Contract is made as of the 16<sup>th</sup> day of December, 2015 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Virgin Islands Bureau of Corrections (hereinafter referred to as "Government") and, CCA of Tennessee, LLC, (hereinafter referred to as "Contractor") with an address of 10 Burton Hills Blvd., Nashville, Tennessee 37215 with Citrus County, Florida, 110 N. Apoka Ave. Inverness, Florida, 34450 (hereinafter referred to as "County") as owner of the Citrus County Detention Facility in Lecanto, Florida ("Facility").

**W I T N E S S E T H:**

WHEREAS, the Government is in need of an off- island facility to house Virgin Islands inmates on an ongoing basis; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services; and

WHEREAS, the Contractor is willing and capable of housing Virgin Islands inmates by taking custody of United States Virgin Islands inmates at the Facility located in Lecanto, Florida; and

WHEREAS; the authority of the Government to enter into this contract is set out in Section 4503 of Title 5, Virgin Islands Code; and

WHEREAS, the County approves of this contract for the Government to house Virgin Islands inmates at the Facility in Lecanto, Florida with services provided by the Contractor; and

WHEREAS, following the expiration of the April 15, 2010 contract between the Government and the County for the housing of Virgin Island inmates at the Facility (the "2010 Contract"), the Government, the County and the Contractor agreed to continue operating pursuant to the terms of the 2010 Contract, pending the negotiation of a new Contract; and

WHEREAS, this Contract replaces and supersedes the 2010 Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

**1. SERVICES**

Contractor shall take custody of and house Virgin Islands inmates at the Facility in Lecanto, Florida, all of which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

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[Signature]

**2. TERM**

(a) Upon the Effective Date of this Contract, as defined in (Section 27) herein, this Contract shall be legally binding and in effect for a term of two years commencing upon execution by the Governor ( the "Contract Term Commencement Date") ( said term hereinafter referred to as the "Contract Term").

(b) At the option of the Government, this Contract may be renewed for two consecutive one year terms. The Government shall give notice of its intent to renew the Contract at least sixty (60) days prior to the expiration of the term of this contract. The issuance of said notice does not commit the Government to a contract renewal.

**3. COMPENSATION**

In consideration of the satisfactory performance of the services under this Contract, the Government in accordance with the provisions of Addendum II (Compensation) attached hereto and made a part of this Contract, agrees to pay Contractor, ~~in monthly installments~~ a sum not to exceed Two Million, Four Hundred Sixty Three Thousand, Seven Hundred Fifty and 00/100 Dollars (\$2,463,750.00) for each successive twelve (12) month period following the Contract Term Commencement Date (said successive twelve 12 month period hereinafter referred to as a "Contract Year") for a total amount not to exceed Four Million, Nine Hundred Twenty Seven Thousand, Five Hundred Thousand and 00/100 Dollars (\$ 4,927,500.00) during the term of this contract.

**4. TRAVEL EXPENSE**

Inclusive in the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed       X       NOT APPLICABLE.

**5. RECORDS**

Contractor, including its employees and sub-Contractors, shall maintain all books, documents, papers, medical records, charges, complaints, hearings, disciplinary records, and all other inmate records which a correctional institution is required to make and keep, and bring to the attention of Government. Such records shall be kept in each inmate file and turned over to the Government at the expiration of this Contract. Contractor may keep copies of said records as may be necessary to resolve any matters which may be pending. Upon resolution of the matter, those

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copied records may be destroyed by Contractor. Notwithstanding the foregoing, Government will not have any rights to inspect or copy Contractor's non-public financial records or proprietary information.

## 6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards recommended and followed by the American Correctional Association in the conduct of performing the services described in Addendum I.

## 7. LIABILITY

Nothing in this Contract shall be construed to impose any liability upon Government persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent Contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent Contractors.

## 8. RESPONSIBILITIES OF CONTRACTOR

It shall be the responsibility of Contractor to confine, secure, control, and supervise Government adult inmates at the Facility in Lecanto, Florida pursuant to this Contract as specifically set forth in Addendum I.

## 9. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expenses (including attorney's fees) and causes of action of whatsoever character which the Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor, its employees, agents, or subcontractors, under this Contract and arising from any cause, except the sole negligence of Government.

Cost of Defense. The Government acknowledges that it will defend, at its own cost, any post-conviction action, including, without limitation, appeals and writs of habeas corpus filed by any inmate challenging the underlying judgment or conviction or the administration of the sentence

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imposed and all actions filed by inmates or others challenging the decision or right of the Government to place Government Inmates with Contractor at the Facility.

#### 10. LIMITATION OF CONTRACTOR LIABILITY

(a) Contractor's liability to the Government under or relating to this Contract shall be limited to actual damages and shall in no event exceed TWO MILLION FOUR HUNDRED SIXTY-THREE SEVEN HUNDRED FIFTY DOLLARS (\$2,463,750.00) per annum, and in no event shall Contractor be liable to the Government for any indirect, special, incidental, exemplary or consequential damages (including, without limitation, lost profits or good will) related to this Contract.

(b) The limitation of liability provided for in subsection (a) of this Section shall not apply in the event of gross negligence, reckless conduct, or willful misconduct on the part of the Contractor, its employees, agents or subcontractors, which event of gross negligence, reckless conduct, or willful misconduct shall include, but in no way be limited to or by, the following:

- (1) Transmission of communicable diseases;
- (2) Sexual misconduct;
- (3) Acts performed while under the influence of alcohol, narcotics, hallucinogenic agents or which results from substance abuse; and
- (4) Personal injury caused by or incurred at the discretion of Contractor, its employees, agents or independent contractors, where Contractor, its employees, agents, or independent contractors, knew or should have known that their action, or inaction, would result in such injury.

#### 11. SEVERABILITY

Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

#### 12. SOVEREIGN IMMUNITY

The Government does not waive sovereign immunity by entering into this Contract and specifically retains immunity and all defenses available to it as a sovereign under applicable law.

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### 13. TAXES

Contractor shall pay all applicable taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

### 14. ASSIGNMENT

The Contractor shall not subcontract, transfer or assign any part of the services under this Contract without prior written consent of the Government (such consent shall not be unreasonably withheld). Notwithstanding this provision, the Government approves the Contractor's food service vendor, Trinity Services Group, Inc. and commissary supplier, Keefe Group, as subcontractors under this Contract.

### 15. INSURANCE

(a) Contractor agrees to procure and provide evidence of the following insurance policies in the amount and with the type of coverage shown below.

- (1) Compliance with 24 V.I.C. § 273 requiring employer contributions to the Workers Compensation Insurance Fund. Not Applicable
- (2) Commercial General Liability insurance on an "Occurrence Basis" with limits of liability not less than \$ 5,000,000.00 per occurrence.
- (3) Motor Vehicle Liability, including No-Fault coverage, with limits of liability not less than \$ 2,500,000.00 per occurrence. Coverage shall include all non-owned vehicles and, all hired vehicles.
- (4) Professional Liability insurance in a form acceptable to the Government with a limit of liability of not less than \$ 5,000,000.00 per occurrence.

(b) Contractor warrants that during the term of the Contract it shall comply with the above-listed insurance requirements and maintain the above-listed insurance policies in the amounts and type of coverage indicated. The Government acknowledges that any AAA rated insurance carrier will be acceptable.

(c) This Contract is subject to Contractor providing the Government with a Certificate of Insurance evidencing the Commercial General Liability, Motor Vehicle Liability, and

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Professional Liability insurance coverage described above. Said Certificate of Insurance shall identify Contractor as the "Named Insured" and the Government as the "Certificate Holder."

(d) If the policy for any liability insurance described above is on a claims-made basis, the policy shall be acceptable provided that Contractor submit with the applicable Certificate of Insurance documentation evidencing an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the Contract term.

(e) Evidence of insurance documenting the required coverage under this Contract shall be provided to the Government prior to the commencement of services under this Contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, all payments under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Government.

(f) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or Contractor gives written notice to the Government. If, during the performance period of this Contract, Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this Section, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(g) Contractor shall insert the substance of this Section, including this paragraph (g), in all subcontracts under this contract and shall require such subcontractors to provide evidence of and maintain insurance in accordance with this Section. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Government evidence of such insurance.

## 16. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent Contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

## 17. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands without regard to conflict of laws principles. Any and all suits for the enforcement of this agreement or arising from any breach of this agreement shall be filed and maintained in a court of competent jurisdiction in the United States Virgin Islands.

## 18. WAIVERS AND AMENDMENTS

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No waiver, modification or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representative, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

**19. ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the subject matter of this Contract, are merged herein.

**20. RIGHT TO WITHHOLD**

If services under this Contract are not performed in accordance with the terms hereof, the Government will have the right to withhold out of any payment due to Contractor, such sums as the Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the Government may apply such sums in such manner as the Government may deem proper to secure itself or to satisfy such claims, provided no payment may be withheld until the Government has given the Contractor at least thirty (30) days written notice to cure the failure to perform. The Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold. No such withholding or application shall be made by the Government if and while Contractor gives satisfactory assurance to the Government that such claims will be paid by the Contractor or its insurance carrier, if applicable, in the event that such contest is not successful.

**21. CONDITION PRECEDENT**

This Contract shall be subject to the availability of funds appropriated for such purpose and to the approval of the Governor of the Virgin Islands.

**22. TERMINATION**

(a) Either party shall have the right to terminate this Contract with or without cause on thirty (30) days written notice to the other party specifying the date of termination.

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(b) Termination shall be effected by delivering to the other party a Notice of Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the thirty (30) days notice.

### **23. PARTIAL TERMINATION**

The performance of services under this Contract may, be terminated by the Government in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor and County a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the thirty (30) days notice. NOT APPLICABLE.

### **24. NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

### **25. CONFLICT OF INTEREST**

(a) Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.

(b) Contractor further covenants that it is:

(1) Not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensation on a salary, fee or contractual basis); or

(2) A territorial officer or employee and, as such, has:

(i) familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;

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(ii) Not made, negotiated or influenced this contract, in its official capacity;

(iii) No financial interest in the contract as that term is defined in section 1101, (1) of said Code chapter.

## 26. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

## 27. EFFECTIVE DATE

This contract is expressly subject to the appropriation of funds and the effective date of this Contract is upon the signature of the Governor.

## 28. NOTICE

All notice arising out of or from the provisions of this Contract, except as otherwise required herein, shall be in writing and given to the parties at the address provided, delivered either by a nationally recognized overnight courier mail service, certified mail, return receipt requested, facsimile at the telefax number provided below with proof of successful transmittal, or delivery in person.

To Contractor:

Steve Groom  
Executive Vice President and General  
Counsel  
Corrections Corporation of America  
10 Burton Hills Blvd.  
Nashville, TN 37215  
Tel. 615-263-3000  
Fax. 615-263-3020

To Government:

Rick Mullgrav  
Director Designee

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Virgin Islands Bureau of Corrections  
RR 1, Box 9955, Kingshill  
St. Croix, VI 00820  
Tel. 340-778-0400  
Fax. 340-712-3119

Randolph N. Bennett  
Commissioner Designee  
Department of Property & Procurement  
Sub Base # 1  
St. Thomas, VI. 00802  
Tel. (340) 774-0828  
Fax. (340) 774-9587

To County:

Scott Adams  
Chairman  
Citrus County  
110 N. Apopka Ave.  
Inverness, FL 34450  
Tel. (352) 341-6560  
Fax. (352) 341-6584

## 29. LICENSURE

The Contractor covenants that it has obtained all of the applicable licenses or permits, temporary or otherwise, as required by federal or state law to perform under this Contract.

## 30. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract may be funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

## 31. DEBARMENT CERTIFICATION

By execution of this contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its sub-contracts hereunder after the effective date of this Contract and shall furnish its

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subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT." In the event the Contractor or sub-Contractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or sub-Contractor agrees that it shall not be entitled to payment for any work performed under this contract or sub-contract and that the Contractor or sub-Contractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

**32. COUNTY APPROVAL**

The County approves of this contract for the Government to house Government inmates at the Facility in Lecanto, Florida with services provided by the Contractor.

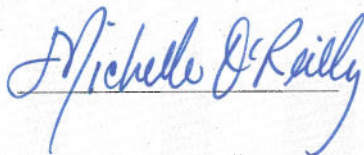
**33. OTHER PROVISIONS**

**ADDENDUM I** (Scope of Services) and **ADDENDUM II** (Compensation) attached hereto contain other provisions that are made a part of this Contract, and are incorporated herein by reference.

**IN WITNESS WHEREOF**, the parties intending to be legally bound have hereunto set their hands on the day and year first above written.

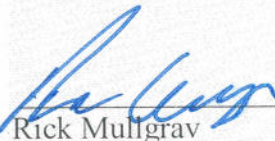
**WITNESS:**

**GOVERNMENT OF THE VIRGIN ISLANDS**



Randolph N. Bennett  
Commissioner Designee  
Department of Property & Procurement

**BUREAU OF CORRECTIONS**



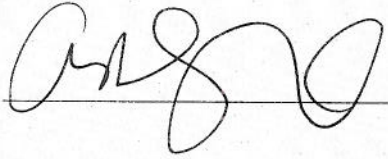
Rick Mullgrav  
Director Designee  
Bureau of Corrections

8/17/2015  
Date

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**CCA OF TENNESSEE, LLC**



Natasha K. Metcalf  
Natasha K. Metcalf  
Vice President, Partnership Development

7/21/15  
Date

ATTEST:

Tifani L. White, DC

**CITRUS COUNTY**

Scott Adams  
Scott Adams  
Chairman  
Citrus County

7/28/15  
Date



APPROVED:

Kenneth E. Mapp  
Kenneth E. Mapp  
Governor of the Virgin Islands

12-16-15  
Date

Approved as to legal sufficiency at the V.I. Department of Justice

Scott Kimmell

Date: 9/17/15

M.E.D. No. \_\_\_\_\_

Account Code No. \_\_\_\_\_

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**CERTIFICATE OF AUTHENTICATION**

I hereby certify that this is a true and exact copy of Contract No. \_\_\_\_\_  
entered into between the Department of Property and Procurement and CCA of Tennessee, LLC  
with Citrus County, Florida.

\_\_\_\_\_  
Commissioner Designee  
Department of Property and Procurement

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**SCOPE OF SERVICES  
ADDENDUM I**

**Contractor shall perform the following services:**

Contractor shall safely house, confine, secure, control, and supervise adult inmates at the Facility in Lecanto, Florida, pursuant to this Contract and standard of care prescribed by the Constitution of the United States, and the American Correctional Association. Further, subject to, and in accordance with the provisions of this Contract, Contractor shall provide Government Inmates care consistent with the individual Government Inmate's needs and custody level. Contractor shall furnish Government Inmates with subsistence and all necessary routine and emergency medical care; provide for their physical needs (to include issuing inmate uniforms); retrain them in safe, supervised custody; maintain proper discipline and control; make certain that sentences and orders of the committing court are faithfully executed.

Contractor shall faithfully observe all provisions of this contract; provide for the general health, safety, and welfare of Government inmates entrusted to the care and custody of Contractor, and otherwise comply with applicable law.

**RESPONSIBILITIES OF CONTRACTOR**

A. **Care and Custody of Government Inmates.** It shall be the responsibility of Contractor to confine, secure, control, and supervise Government adult inmates at the Facility in Lecanto, Florida pursuant to this Contract. Additional inmates may be housed at the Facility subject to the mutual agreement of the parties. Further, subject to, and in accordance with the provisions of this Contract, Contractor shall provide Government Inmates care consistent with the individual Government Inmate's needs. Contractor shall furnish Government Inmates with subsistence and all necessary routine and emergency medical care; provide for their physical needs (to include issuing inmate uniforms); retrain them in safe, supervised custody; maintain proper discipline and control; make certain that sentences and orders of the committing court are faithfully executed; and otherwise comply with applicable law.

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B. **Inmate Management.** Contractor shall assume direct custody, supervision and control of Government Inmates upon their placement at the Facility pursuant to this Contract. Government Inmates shall be deemed to be under the joint supervision and control of Government and Contractor; however, Government shall retain ultimate authority over all decisions related to management of Government Inmates pursuant to this Contract. Contractor shall make available to Government Inmates work, educational, and vocational programs to reduce idleness and increase their marketable skills.

C. **Staffing.** Contractor agrees to maintain staffing levels in accordance with ACA standards and in sufficient numbers and rank to adequately maintain custody control and carry out the provisions of this Contract.

D. **Housing of Inmates.** Government Inmates shall be housed in double occupancy cells. However, upon prior written approval by Government, Contractor may house Government Inmates in dormitories as a management tool. Government Inmates shall not be transferred and/or housed in a correctional institution other than the Facility at Lecanto, Florida, without prior written approval of Government.

E. **Notification of Escapes.** In the event of the escape of a Government Inmate from Contractor's physical custody, Contractor shall in addition to efforts to apprehend such inmate, immediately notify the Government by telephone. Contractor shall also notify Government in writing as soon as possible, but no later than the first working day after the escape. Contractor shall take all action necessary to affect the apprehension of the escaped inmate, and shall bear all reasonable and necessary expenses incurred related to the escape, apprehension and return of Government inmates to the Facility from which the escape occurred. Contractor shall promptly notify local law enforcement officials regarding escapes and major incidents, and shall have developed and implemented a written procedure outlining the coordination of law enforcement activities in the case of riot, rebellion, escape, sexual misconduct/assault or other situations requiring assistance from city, county or state law enforcement agencies. Contractor shall provide a copy of this procedure to the Government.

F. **Inmate Deaths.** In the event of the death of a Government inmate, Contractor shall immediately notify Government. Contractor shall request the coroner of the local jurisdiction to review all deaths. Contractor shall return the inmate's file, medical records, property and funds to Government within five (5) business days after the inmate's death. Government shall furnish instructions and information to Contractor regarding the disposition of the body. Government shall make all family notifications. All expenses relative to examination, preparation and shipment of

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the body shall be reimbursed by Government. The provisions of this Paragraph shall govern only the relationship between Government and Contractor and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

G. **Medical Care.** The per diem rate described in Addendum II shall cover routine on site comprehensive health care, including medical, mental health, vision and dental care for Government inmates in accordance with ACA standards, community standards and Federal law.

(i) Consistent with applicable law the Government shall not transfer to Contractor's custody any inmate who was hospitalized within the prior thirty (30) days, inmate(s) diagnosed with renal disease, neurological conditions, cancer, HIV/AIDS, Hepatitis C, blood deficiencies, chronic cardio-pulmonary disease (excluding hypertension) mental health Axis I diagnosis, physical handicap, tuberculosis, history of suicide attempts or currently receiving specialty medical care. Specialty medical care is defined as non-routine care, including, but not limited to, the conditions in the preceding sentence, acute mental health care, serious trauma or other conditions or treatments not specifically mentioned in this subsection that may be determined by Contractor to qualify as specialty medical care on a case-by-case basis. If any such inmate is transferred to Contractor, the Government shall retake physical custody of the inmate as soon as possible, shall assume all responsibility for the inmate's medical expenses while the inmate is Contractor's custody, and shall be responsible for the costs of transporting the inmate from Contractor's custody.

(ii) Upon transfer of an inmate from the Government who is under a physician care and prescription medication(s), the Government shall provide a five (5) day supply of medications when possible. If Government is unable to provide a five (5) day supply of medications, Government must notify Contractor and shall reimburse Contractor for a five (5) day supply of those medications not sent with the inmate at time of transfer. Only physician ordered medications, not over the counter drugs and preparations are billable to the Government outside of the per diem for new arrivals at the Facility. All invoices must include a copy of the prescription and payment receipt.

(iii) The cost of routine on-site health care services is included in the per diem rate described in Addendum II, for medical, dental, vision and mental health care, including nurse call, medical doctor sick call, pill call, pharmaceuticals, over the counter medications, laboratory services, simple x-rays, medical equipment and supplies.

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(iv) Contractor shall be reimbursed by Government for the costs of specialty, non-routine health care services, whether provided on or off-site for medical, dental and vision care and all hospitalizations. Except when emergency care is required, such services must be authorized in advance by Government. Contractor shall notify Government within twenty four (24) hours of a Government Inmate receiving emergency medical care and provide documentation of same.

(v) The Government shall reimburse Contractor for all emergency medical transportation, including life flights. Contractor shall be responsible for the cost of local transportation for off-site specialty health care services.

(vi) The Government shall reimburse Contractor for twenty-four hour coverage, provided by Contractor, associated with off-site medical care and hospitalizations, commencing with the initiation of treatment at \$31.20 per hour per officer. The per hour officer rate associated with off-site medical care and hospitalizations shall increase by three percent (3%) on the Contract anniversary day each year thereafter. This percentage increase is equivalent to the percentage increase in the per diem rate referenced in Addendum II of this Contract.

(vii) All billable services outside the per diem must be listed on an invoice, by inmate name and number, and have supporting documentation attached. Contractor shall be responsible to directly pay the outside provider for such services, and then seek reimbursement for same from the Government as described above.

(viii) Contractor shall be responsible for ensuring that the Government has access to reports any medical, mental health or dental issues or incidents involving Government Inmates to the Government.

(ix) Health care records shall be provided by Government and managed by Contractor in accordance with ACA standards. Further. Contractor shall include in said Government records any new health care information on Government inmates. All original health care records prepared pursuant to this Contract shall be maintained in the sole possession, custody and control of Contractor and/or its sub-Contractor health care provider. At the expiration of this Contract or when a Government Inmate is released from institutional supervision, all such records shall be delivered by Contractor to Government. Contractor may make copies of those records at its own expense. Health care records include all medical, mental health and dental records that are recorded on paper, micrographics, computer electronics, audio tapes, film, photographs, videotapes, and any other recording medium.

H. Access to Courts.

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(i) Contractor shall provide Government inmates with constitutionally required access to the courts. Access to the courts means provision of those legal resources necessary to enable inmates to adequately prepare initial pleadings in non-frivolous civil rights actions contesting current conditions of confinement and collateral attacks on their criminal convictions. Contractor's responsibility to provide legal resources to Government inmates shall be limited to providing general federal legal reference materials. Access shall also include that provisions be made for inmates to obtain copies of materials for filing claims. The cost of such copies may be charged to non-indigent inmates as determined in Contractor's policies. Further, Contractor shall facilitate timely telephone contact and prompt processing of legal mail between Government inmates and their attorney for said purposes.

(ii) Access to courts also includes provision of all electronic equipment and services at the Facility to ensure inmates timely appearance at court proceedings via video conference.

I. **Religious Activities.** Contractor shall provide religious activities for Government inmates according to their religion, inmate's security status, and pursuant to ACA standards.

J. **Property Allowances.** Contractor shall be responsible for proper handling and safekeeping of Government approved inmate personal property allowance. Government inmates shall be allowed property which is consistent with the safe and orderly operation of the Facility.

K. **Inmate Funds.** Contractor shall be responsible for proper handling, safekeeping and accounting of Government Inmate funds. A procedure for accounting of funds shall be established and based upon generally accepted accounting principles (GAAP). Statements shall be provided to Government inmates on a monthly basis. Any funds of an individual Government inmate shall be provided to Contractor within five (5) business days of Government inmate transfer. Within five (5) business days after the Government inmate is transferred back to the Government system, Contractor shall provide funds, in the form of a check made payable to the Government in the amount due the Government inmate, for credit to the Government Inmate's account.

L. **Visitation.** Contractor shall provide physical space, furniture and supervision for visitation with Government inmates with persons authorized to visit in accordance with the inmate's security status and pursuant to ACA standards. Contractor shall establish schedules and policy for said visitation within thirty (30) days of transfer to the Facility.

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In addition to providing physical space for visitation, Contractor shall provide electronic equipment and services at the Facility to facilitate inmate visitation/video conferencing from the Facility in Florida with relatives in the Virgin Islands.

M. **Food.** Contractor shall provide Government inmates with a nutritionally balanced, varied diet of adequate portions of food pursuant to ACA standards. All menus shall be approved by a registered dietician or nutritionist and all meals will be prepared in compliance with the approved menus. Contractor shall provide special meals, which meet medical or religious requirements as required for Government inmates. Special medical meals must meet the nutritional requirements as prescribed by a medical doctor.

N. **Classification.** Inmates housed pursuant to this Contract shall be of a custody and classification consistent with Contractor's policies and procedures and the rules and regulations of the state of incarceration. Inmates housed pursuant to this Contract shall not be reduced in custody classification unless agreed to in advance by Government. However, Contractor shall have the right to increase the custody classification of inmates in a manner consistent with its policies and procedures and shall notify the Government within seventy-two (72) hours of such action.

O. **Disciplinary Actions.** Government Inmates shall be subject to Contractor's disciplinary policy.

(i) Disciplinary actions by Contractor against Government Inmates, at a minimum, must:

- (a) Be reasonable and proportionate in relation to the violation;
- (b) Be taken in an impartial and nondiscriminatory manner;
- (c) Not be arbitrary or retaliatory;
- (d) Not be physically abusive; and
- (e) Be accurately reported in detail to the Government within twenty four (24) hours of the date the action is ordered, except if the action is ordered on the weekend, reporting will occur on the next business day.

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(ii) The Government shall make all determinations regarding the granting or removal of statutory good time. CCA will provide the Government with the reports and other information that may be requested by the Government.

P. **Records.** Contractor shall compile and maintain a complete file of each Government Inmate, including all records, communications, and other written materials, which pertain to the operation of inmate programs or the delivery of services to Government Inmates under this Contract, including medical, counseling, classification and disciplinary documents, in individual files. Such files and records will be deemed to be property of Government, shall be available for inspection by Government, and shall be returned to Government upon discharge of a Government Inmate from the Facility. CCA may keep copies of said records as may be necessary to resolve any matters, which may be pending. Upon resolution of the matter, those copied records may be destroyed by Contractor. Notwithstanding the foregoing, Government will not have any rights to inspect or copy Contractor's non-public financial records or proprietary information. No files or records in which a Government Inmate is individually identifiable by name shall be released to any third party without written, advance authorization of Government.

Q. **Clothing and Hygiene Items.** Contractor shall provide to Government Inmates sufficient outer and under clothing and bedding necessary for climatic conditions and will provide periodic laundry service. Contractor shall also provide basic hygiene and cleaning items for Government Inmates. Additional hygiene items and other goods may be made available to Government Inmates through canteen/commissary, pursuant to Contractor's policies. Contractor shall provide commissary items to Government Inmates without discrimination and at prices comparable to those in the local community for comparable items.

R. **Humane Treatment/Use of Force.** Contractor shall provide humane treatment to Government Inmates, free from unnecessary and wanton infliction of pain, grossly disproportionate treatment in light of their convictions, deliberate indifference to safety, health and welfare or other cruel and unusual punishment. Contractor shall provide to Government copies of its policies regarding use of force. Contractor may use reasonable force as required and as authorized by ACA standards and Contractor's policies. Contractor shall notify the Government by telephone within twelve (12) hours of a use of force incident and shall forward a written report of the incident to the Government within twenty-four (24) hours of its occurrence.

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S. **Recreation.** Contractor shall provide Government Inmates with facilities and reasonable opportunities for indoor and outdoor recreation, in accordance with the inmate's security status and pursuant to ACA standards.

T. **Inspection and Audit.** Contractor shall allow Government access to the Facility and to Government Inmates for purposes of inspection and contract compliance monitoring. Designated Government representatives shall have access to reasonable work space and to any and all books, documents, papers and records necessary to monitor contract compliance and shall have copies provided upon request at reasonable expense to Government. Notwithstanding the foregoing, Government will not have any right to audit, inspect or copy Contractor's non-public financial records or propriety information or records related to non-Government Inmates.

U. **Grievance Procedure.** Contractor shall make available to Government Inmates an inmate grievance procedure in accordance with ACA standards for review of inmate complaints regarding conditions of confinement, treatment by Contractor's staff, and other matters affecting them personally.

V. **Publication of Rules.** Contractor shall provide Government Inmates with copies of its Inmate Handbook, written rules, policies and procedures governing inmates' conduct, rights, privileges and programs. Except as otherwise provided herein, such rules shall be developed by Contractor. Any changes to such rules shall be in writing and copies shall be provided to Government Inmates.

W. **Release of Government Inmates.** At Government's expense, each Government Inmate shall be returned to the custody of Government before the date on which his sentence is completed. Notwithstanding anything contained herein to the contrary, any Government Inmate housed in the Facility to be released from the custody of Government shall be released from custody only in the Government. Under no circumstances shall any Government Inmate housed in the Facility be released from custody by Contractor or Government in the State of Florida, except for inmates being released to the custody of the United States Immigration and Customs Enforcement Agency, or another agency of the federal government. The Government shall pay for the return of any Government Inmate from the Facility to the custody of the Government and for the transfer of any Government Inmate from the Facility into the custody of another agency or Contractor, for whatever reason.

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## **RESPONSIBILITIES OF THE GOVERNMENT**

A. **Inmate Selection.** Government shall identify and select inmates eligible for placement in the Facility under the laws of the state of incarceration and in compliance with the terms of this Contract.

(i) Before the transfer of a Government inmate to the Facility, separate information packets shall be sent by the Government for each Government Inmate to be transferred at least twenty (20) days prior to the time the inmate will be transferred. The information packets shall consist of the following: the name of the inmate; the date the inmate will be transferred to the Facility; the inmate's security level as determined by the Government; the criminal history and institutional behavioral records for the inmate; full information and all necessary documents relating to the case history; physical, clinical and medical records to include medical clearance in the form of a negative PPD and/or chest X-ray and executed medical release certifying that the inmate has not been diagnosed with tuberculosis; judicial and administrative rulings and orders relating or pertinent to the inmate and the sentences, if any, pursuant to which confinement is to be had or to continue; information relative to the inmate's participation in a Security Threat Group (STG); identification data, photographs, and fingerprints.

(ii) After a thorough review of Inmate information packets, Contractor shall provide the Government written notification for inmates found ineligible for placement in the Facility under the terms of this Contract. Contractor also reserves the right to refuse or return Government inmates when, based on reasonable cause, Contractor determines that admission or continued housing of the inmate would pose an elevated risk of harm to other inmates; Facility employees; or other persons. Government shall be responsible for transportation to return such inmates to Government pursuant to Section D. Transportation.

B. **Ownership of Records.** All inmate records provided to Contractor pursuant to Paragraph 5 hereof shall remain the property of Government, shall be returned to Government, upon discharge of a Government Inmate from the Facility, and shall be treated as privileged and confidential by Contractor.

C. **Good Time Credits.** Government shall make all determinations related to good time allowances. Contractor will provide the Government with the reports and other information that may be requested by the Government.

D. **Transportation**

(i) Contractor will be responsible for the costs to transport Government inmates to ramp-up the Facility inmates. After the ramp period, the Government shall be responsible for the

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costs of transportation of Government inmates from the Government to the Facility and to return any Government Inmate from the Facility to the custody of the Government and for the transfer of any Government Inmate from the Facility into the custody of another agency or another contractor, for whatever reason. Government shall coordinate with Contractor for the number and schedule of Government Inmates to be brought to the Facility in Florida. Government shall be responsible for any additional transportation of inmates except as provided in Section (G) Medical Care.

(ii) Contractor agrees to immediately relinquish custody of any Government Inmate upon demand of Government. No Government Inmate shall be released from custody in the State of Florida except for inmates being released to the custody of the United States Immigration and Customs Enforcement Agency, or another agency of the federal government.

E. **Ultimate Authority.** Government shall retain ultimate authority over any decision related to supervision, custody or control of each Government Inmate.

F. **Cooperation.**

(i) In performing its obligations under this Contract, Contractor and Government shall fully cooperate with each other in good faith, to the extent that no privilege is waived or compromised, on all material safety, regulatory or public relations matters where litigation arises or is threatened, or there are grounds for litigation known to Government arising out of or in connection with this Contract as soon as Government is aware of the same, where such matters affect the performance of Contractor's services hereunder. Government shall cooperate with Contractor generally, and in particular, provide to Contractor timely and complete information, policies and procedures relevant to Contractor's performance of its obligations under this Contract.

(ii) Government shall provide, at its own expense, an advocate to liaison between Contractor and government to provide for health, safety, and welfare of Government inmates in custody at the Facility in Florida.

**General Provisions**

A. **Amendments.** No changes, modifications, revisions or amendments to this Contract shall be made hereto without the prior written consent or agreement of the parties hereto. Changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract. Should any changes to relevant regulations, laws, or codes which materially increase the cost of performance of the services or obligations of Contractor hereunder,

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Government agrees to negotiate with Contractor for appropriate changes to the scope or price of this Contract or both.

**B. Americans with Disabilities Act.** Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and any properly promulgated rules and regulations related thereto.

**C. Disputes.** If a dispute arises under this contract, and if the dispute cannot be settled through negotiations between the parties, the parties agree to settle the dispute by mediation. If the mediation should fail to resolve any controversy, claim or dispute, either party may proceed by filing an appropriate action in a court of competent jurisdiction in the United States Virgin Islands.

**D. Publicity.** Except for publicity made at any public meetings held by the County with respect to this Contract or the Facility or any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, the Contractor shall identify the Government as the sponsoring agency and such publicity shall not be released without prior written approval from the Government.

**E. Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract to an entity not a wholly owned subsidiary or affiliate of the Contractor or the Government without the prior written consent of the other party. Notwithstanding this provision, the Government approves the Contractor's food service vendor, Trinity Services Group, Inc. and commissary supplier, Keefe Group, as subcontractors under this Contract. Contractor shall not use this Contract, or any portion thereof, for collateral or any financial obligation, without the prior written permission of Government.

**F. Availability of Funds.** Each payment obligation of Government is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Contractor, the Contract may be terminated by Government at the end of the period for which the funds are available and Government shall promptly retake custody of its inmates. Government

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shall notify Contractor and County at the earliest possible time, but not less than sixty (60) days in advance, of the services, which will or may be affected by a shortage of funds. No penalty shall accrue to Government in the event this provision is exercised, and Government shall not be obligated or liable for any future payments due or for any damages as a result of termination under this Paragraph. This Paragraph shall not be construed to permit Government to terminate this Contract to acquire similar services from another party.

G. **Compliance with Laws.** Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

H. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by either party in the performance of this Contract shall be privileged and confidential unless written permission is granted by the other party for its release. Neither party is required to obtain permission from the other party to disclose documents or any other information which it is required by law to disclose.

I. **Entirety of Contract.** This Contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

J. **Force Majeure.** Neither Government nor Contractor shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, makes reasonable efforts to limit delay in performance to that required by the event, and takes all reasonable steps to minimize delays and impact to Government Inmates. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

K. **Representations and Warranties.**

Each party represents that its execution, delivery and performance of this Contract is made in good faith and is duly authorized; this Contract has been duly executed and delivered by authorized signatories; and, this Contract constitutes its legal, valid and binding obligation. Each party also agrees that its execution, delivery and performance of this Contract does not and will not result in a breach or violation of, or constitute a default under any law, or any agreement,

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contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected.

L. **Government represents and warrants as follows:**

(i) Government is a United States territory and is governed by the laws of the United States Virgin Islands.

(ii) The laws of the U.S. Virgin Islands authorize Government to enter into this Contract and the transactions contemplated hereby; and to carry out its obligations under this Contract.

(iii) The officers of the Government executing this Contract have been duly authorized to execute and deliver this Contract under the terms and provisions of a resolution of Government's governing body or by other appropriate official action.

(iv) Government has complied with all open meeting laws, all public contracting laws and all other territorial and federal laws applicable to this Contract.

(v) No employee of the Government is now or will be an owner, employee, officer, or director of Contractor or its sub-Contractors during the term of this Contract.

M. **Contractor represents and warrants as follows:**

(i) That it is an Independent Contractor and shall not be considered agents or employees of the other party for any purpose. Contractor shall be solely responsible for the payment of all of their respective Federal, State and local taxes, which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing a party or its agents and/or employees to act as an agent or representative for or on behalf of the other party or to incur any obligation of any kind on the behalf of the other party. Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Government employees will inure to the benefit of Contractor or Contractor's agents and/or employees as a result of this Contract.

(ii) **Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. Government may, at its discretion, terminate this Contract without liability to Government, or deduct from the

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contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected.

L. **Government represents and warrants as follows:**

(i) Government is a United States territory and is governed by the laws of the United States Virgin Islands.

(ii) The laws of the U.S. Virgin Islands authorize Government to enter into this Contract and the transactions contemplated hereby; and to carry out its obligations under this Contract.

(iii) The officers of the Government executing this Contract have been duly authorized to execute and deliver this Contract under the terms and provisions of a resolution of Government's governing body or by other appropriate official action.

(iv) Government has complied with all open meeting laws, all public contracting laws and all other territorial and federal laws applicable to this Contract.

(v) No employee of the Government is now or will be an owner, employee, officer, or director of Contractor or its sub-Contractors during the term of this Contract.

M. **Contractor represents and warrants as follows:**

(i) That it is an Independent Contractor and shall not be considered agents or employees of the other party for any purpose. Contractor shall be solely responsible for the payment of all of their respective Federal, State and local taxes, which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing a party or its agents and/or employees to act as an agent or representative for or on behalf of the other party or to incur any obligation of any kind on the behalf of the other party. Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Government employees will inure to the benefit of Contractor or Contractor's agents and/or employees as a result of this Contract.

(ii) **Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. Government may, at its discretion, terminate this Contract without liability to Government, or deduct from the

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contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee that Contractor may have paid to secure this Contract.

(iii) Contractor warrants that it shall operate and manage the Facility in accordance with the American Correctional Association (hereinafter referred to as ACA) Standards and provisions of this Contract whichever standard is higher or more stringent. Contractor warrants that the Facility is accredited by the American Correctional Association and shall maintain accreditation during the term of this contract.

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