# State of Washington



# Department of Corrections Contract No. COCO6376 Amendment No. 1

This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as "Washington" or "WDOC" and the Corrections Corporation of America, hereinafter referred to as "CCA", for the purpose of amending the above-referenced Contract, heretofore entered into between WDOC and CCA.

WHEREAS the purpose of this contract amendment is to extend the period of performance and modify other terms of the agreement.

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and Contractor agree as follows:

### Article 1, Definitions, is amended, in part, as follows:

Indigent Offender – means an offender whose disposable income balance is less than ten dollars on the day a request is made to utilize funds and during the 30 days previous to the request((for the purpose of health care services, co-payment personal hygiene, and costs, sanction, and atterney fees)).

#### Section 2.01 Term, is amended as follows:

The term of this Contract shall be 1st day of July 2004 and continuing through the 30th day of June (2005) 2007.

# Section 3.03, Transfer/Delivery of Offenders, is amended as follows:

CCA shall be responsible for the expense of the initial mass transfer of offenders from Washington to the assigned CCA facility, from placement locations other than the state of Washington (e.g. Colorado and Nevada) to a CCA facility and between CCA facilities by means approved by the WDOC, and in the case of offenders being returned to WDOC at the request of CCA, for the expense for transferring the offender from the CCA facility to Washington. After this contract (or its successor) has been in effect for four years, CCA shall be responsible for the expense of returning offenders to Washington provided that the number of offenders so transferred does not exceed the average daily offender population (ADP) over the life of the contract plus one hundred. The WDOC shall be responsible for the expense of returning offenders in excess of the ADP plus one hundred. The method of transportation used by CCA in such transfers must be approved by WDOC.

3.03.1 The CCA shall be responsible for the cost and delivery of the property of Washington offenders transferred from Washington to a CCA facility, from other states other than the state of Washington to a CCA facility and between CCA facilities. Delivery will be completed within ten days of the offenders' arrival at the receiving facility or the property will be replaced at CCA expense.

After approval by the CCA for placement at a CCA facility, all the offender's personal property will be shipped to the receiving CCA facility for issuance. The CCA will be responsible for the cost of returning those property items the offender is not

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authorized to possess at the receiving CCA facility to a designated facility in the state of Washington.

# Section 3.05, Offender Work/Program Assignment Payment, is amended as follows:

The CCA shall maintain a((n offender pay)) fund for WDOC Offenders for offender pay and transitional stipend. From the Per Diem Rate received, the CCA shall pay \$1.00 per day per WDOC Offender into the established fund. WDOC Offenders shall be paid \$2.00 per calendar day from the established fund when in ((work/program)) work assignment of six or more hours per day less deduction for mandatory payments required by RCW 72.09.470. When monies available in the established fund is insufficient to pay WDOC Offenders' pay or transition stipend, the CCA shall, by separate billing, invoice the WDOC for the difference between established fund total and amount owing WDOC Offenders.

3.05.1 After each permanent move from one Out of State facility to another, offenders may receive a transitional stipend of \$1.00/day for up to the first 30 working days only. In no case will the total amount of transitional funds paid to an offender for the first 30 working days after arrival at the receiving facility exceed \$30.00. To be eligible for the transitional stipend the offender must be:

- Participating in the receiving facility's orientation program, or
- On an approved facility wait list for a work assignment. If the offender is on an approved
  wait list he may receive \$1.00/day for each day during that first 30 working day time period
  at the receiving facility.

# Section 3.06, Return of Offenders to the WDOC, is amended, in part, as follows:

- d) When a WDOC Offender returns to WDOC or transfers to another CCA facility, the CCA shall provide, within ten (10) business days of the WDOC Offender's return or transfer, ((that inmate's funds, in the form of ))a check payable to Washington in the amount due the WDOC Offender, for credit to the WDOC Offender's account((, within ten (10) business days of the WDOC Offender's transfer)).
- e) When a WDOC offender is required to be transferred to testify regarding an incident at a CCA facility, the transport will be at CCA expense.

#### Section 4.01, General Duties, is amended as follows:

The management of WDOC offenders in the Facility shall be consistent with the management of other offenders at the Facility and in accordance with the Operating Requirements. The CCA shall maintain staffing levels at the Facility in sufficient numbers and rank to maintain the safety of the public, staff and inmates and to adequately carry out the provisions of this Contract. Staffing guidelines for each CCA facility where offenders are placed will be provided to the Washington Contract Monitor. A copy of the staffing pattern for a specific facility will be provided to the WDOC on site manager at that facility. ((the Crowley facility are shown in Appendix D. Other facilities may require a different staffing pattern.)) The CCA will exercise authority to ensure that the daily operation of the Facility is in compliance with the provisions of this Contract. Subject to the provisions of this Contract, the CCA shall provide WDOC Offenders care and treatment, including the furnishing of subsistence and routine and emergency medical care, provide for their physical needs, make available work, training and treatment programs, retain them in safe, supervised custody, maintain proper discipline and control, make certain that sentences and orders of the committing court are faithfully executed, provide reasonable access to the courts, and otherwise comply with applicable law. The CCA will provide reports to the WDOC Contract Monitor on the adjustment of WDOC Offenders consistent with WDOC reviews. The case management of WDOC Offenders in the Facility shall be consistent with the case management of other offenders in the Facility unless otherwise specified in this contract or its amendments.

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# Section 4.02, Contract Monitors and On Site Managers, is amended, in part, as follows:

- 4.02 In administering this Contract, the WDOC shall designate a person, herein referred to as the WDOC Contract Monitor, to act as liaison with the CCA's Contract Monitor, and to monitor the CCA's performance under this Contract. CCA agrees to pay the reasonable cost of travel and housing for the contract monitor to inspect each CCA facility housing WDOC offenders. Such travel shall include a three-day inspection of each facility housing WDOC offenders every six weeks. Travel expenses shall not exceed those allowable for state employees by the Washington Office of Financial Management. Until further notice is received, the WDOC Contract Monitor shall be James Thatcher, ((Contract Monitor)) Superintendent, Out of State and Jail Facilities, Department of Corrections, Office of Correctional Operations, PO Box ((41128)) 41149, Olympia, Washington ((98504-1128)) 98504-1149. Notifications will also be provided to the WDOC on-site Manager. ..."
  - 4.02.4 Unless otherwise provided, the CCA shall permit the WDOC and any other duly authorized agent or governmental agency, to monitor all activities conducted by the CCA pursuant to the terms of this Contract. As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of internal procedure((s)) evaluation, examination of program data, special analysis, on-site checking, formal audit examinations or any other reasonable procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with Contract work. ..."
  - 4.02,5 The WDOC may assign an on-site manager for the day-to-day operational issues related to ensuring contract compliance. The on-site manager will submit periodic reports to the Contract Monitor addressing contract compliance, audits, and reports, which are required, by the contract. The CCA shall provide for the reasonable cost of round trip travel (transportation and per diem while in travel status) for the on-site manager and WDOC assigned counseling staff to and from the state of Washington, twice annually.

#### Section 4.03, Medical/Mental Health/Dental, is amended, in part, as follows:

"Initial/Preliminary Screening- All screening will be conducted by health trained or qualified health care personnel on all offenders within 48 hours of the offender's arrival at the Facility. Offenders arriving at the facility will be allowed to retain any medical appliances (e.g., pillows, boots, and walkers) they possess upon arrival, pending the outcome of the initial medical screening and the determination regarding whether the appliance is still required. Initial/preliminary screening ((Screenings)) will include, but not be limited to:

 an inquiry into the offender's health care history, including status of current modalities, appliances and medications;..."

# Section 4.05, Offender Work and Programs, is amended, in part, as follows:

Program epportunities in all areas of the facility will be offered proportionally for offenders meeting published program criteria based on the percentage of the total facility population represented by the number of Washington offenders.

- 4.05.2 All eligible offenders will be productively occupied for at least 30 hours per week in work, education, vocational, and/or major habilitation programs. Offenders shall not be paid for participation in any program for which an offender in the state of Washington would not be paid.
- 4.05.3 Programs shall include: Educational programs (basic literacy, adult basic education, general educational development, ESL (English as a second language); recreational

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- programs; cognitive behavioral programs; self-help programs (AA/NA); and vocational/technical programs, as available.
- 4.05.3.1 The CCA shall provide notification 14 days in advance, whenever possible, to the onsite WDOC manager when programs are terminated. The notification shall provide the reason for the cancellation and the projected start date if the program is expected to resume in the future.
- 4.05.3.2 Should a program be cancelled for any reason, the CCA shall notify the on-site WDOC manager immediately.
- 4.05.4 ((Offenders shall be required to work or participate in educational or vocational programs, when ordered to do so by the CCA. However, offenders may not be allowed or required to participate in any training or work contrary to the laws of Washington.))
  - WDOC on-site staff may ((alse)) order an offender to work or attend school or vocational program. In the event an offender refuses, he/she may be charged with a violation of WDOC serious infraction #557 under WAC 137-28-260. CCA will administer the WDOC disciplinary proceedings for a violation of this infraction.
- 4.05.5 The CCA may dispose of or consume all products produced by any offender participating in work or vocational programs. The CCA will bear all costs and retain all proceeds therefrom. For WDOC offenders involved in work programs the product of which is sold to other agencies or organizations, CCA shall provide a ((per-diem)) pay gratuity of \$2.00 per day or the ((prevailing)) standard wage for that job assignment, whichever is higher. This gratuity shall not be paid from the \$1.00 per day fund established in section 3.05. Payment for more than 23 days per month requires approval by CCA and the WDOC. ((If-the price of the goods sold includes the cost of offender labor, this gratuity shall be excluded from the provisions of Section 3.05.))
- 4.05.6 Washington offenders participating in a Prisons Industry Enhancement (PIE) or other than a Class 3 institution support work assignment will not be eligible for pay from the \$1.00 per day fund. PIE or other than Class 3 institution support work assignments will be paid from funds provided from those industries.
- 4.05.7 ((4.05.6))In the case of craft programs, the crafts may be sold and proceeds of any sale retained by the offender in accordance with the rules of the Facility.

#### Section 4.06, Religious Opportunity is amended as follows:

4.06.1 The CCA will ensure that religious diets are in compliance with constitutional and American Correctional Association requirements.

#### Section 4.08, Telephone, is amended as follows:

Access to telephone service shall be provided to WDOC offenders comparable to access provided to other offenders by the CCA. <u>Upon arrival at a CCA facility, CCA shall provide a brief (five minute) phone call to offenders who have been transferred from Washington or another CCA facility, to inform family of their safe arrival.</u>

#### Section 4.09, Clothing, is amended, as follows:

The CCA will be responsible for laundry( $(\tau)$ ) and repair( $(\tau \text{ and})$ ) or replacement of offender clothing including deck shoes and work assignment shoes during the WDOC Offender's incarceration at the Facility to ensure clean clothes and bedding on a weekly basis.

4.09.1 Upon admission, a minimum of three (3) sets of clean CCA uniforms and four (4) sets of undergarments (including t-shirts and underpants) and socks, clean bedding (to include sheets, blanket(s) pillow and pillow case and mattress), climate appropriate outer wear (jackets, etc.), and deck shoes or other

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appropriate footwear shall be provided WDOC Offenders. At the Florence facility only three t-shirts are issued. T-shirts may need to be replaced more frequently for offenders engaged in certain work activities, e.g. kitchen, maintenance or painting crews. ((in addition, offenders shall receive footwear appropriate to their work assignment.)) The CCA shall ensure tennis ((Tennis)) shoes are available for offender purchase in the commissary. ((In addition, the facility shall provide a washer, dryer and laundry supplies in each living unit occupied by WDOC offenders at no charge.))

- 4.09.2 WADOC offenders shall be allowed to posses one pair of shower shoes, one pair of personal tennis shoes purchased by the offender, and one pair of deck shoes or other appropriate footwear that may be required for performing their work assignment.
- 4.09.3 When a WDOC offender is given a work assignment that requires the issue and use of other than deck shoes, the deck shoes issued by the facility will be turned in, unless the offender has no personal tennis shoes.
- The offender may have two pair of personal tennis shoes provided the shoes meet the requirements for issue by the CCA. The offender will be required to turn in any footwear issued for his work assignment in order to use his personal footwear on his work assignment. In addition, the offender must sign a release indicating that he releases WADOC and CCA of all responsibility for damage or wear and tear of the personal property that may occur from use as work footwear.
- 4.09.5 The facility shall provide a washer and dryer and laundry supplies as approved by the WDOC in each living unit occupied by WDOC offenders at no charge.
- 4.09.6 At CCA facilities during seasons when the temperature normally drops below 0°

  Fahrenheit Washington offenders will be issued one additional blanket when the offender submits a written request for one. The CCA will make thermal underwear available through issue or for purchase and use by the offenders.

#### Section 4.10, Commissary and Mail, is amended as follows:

4.10 Mail (incoming or outgoing) which is clearly identified on the outside of the envelope as legal mail, as defined by WADOC policy shall be inspected only in the presence of the offender. Legal mail shall not be read without a search warrant but may be scanned in the presence of the offender to verify legal mail status and that the mail is free of contraband.

#### Section 4.12, Grievance Procedure, is amended as follows:

4.12.1 The CCA ((will-handle)) will process and respond, within reasonable timeframes, to all WDOC Offender grievances consistent with the CCA grievance procedures. WDOC Offenders shall be required to use the CCA grievance procedures for all complaints related to CCA staff, access to CCA facilities and programs, living conditions, and institutional operations. WDOC Offenders may use WDOC grievance procedures for issues directly related to WDOC staff and non-transference of property or funds from WDOC. ((A menthly-summary of grievances by volume and type will be provided to the WDOC Contract Monitor. Any type rating 25% of the total or higher, will result in a documented investigation and analysis to determine appropriate corrective actions.))

4.12.2 CCA shall provide the WDOC Contract Manager a monthly summary of grievances by volume and type. Any grievance type rating 25% of the total

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volume or higher shall result in a documented investigation and analysis to determine appropriate corrective action, with an estimated timeframe for completion of the identified corrective action. ((Offender inquiries should be handled consistent with CCA procedures. Initial response to inquiries should be made within 3-5 business days.))

4.12.3 Generally CCA will attempt to respond to grievances within three to five business days unless investigation or other matters require additional time.

#### Section 4.13, Access to Courts, is amended as follows:

The CCA will provide opportunity for meaningful access to federal and Washington State legal materials at the Facility in accordance with security and operating needs.

- 4.13.1 Every attempt should be made by the CCA to provide WDOC Offenders in segregation and protective custody access to the law library collection established pursuant to this section providing their participation is consistent with the safety and security of the Facility. If direct access cannot be provided WDOC Offenders in segregation or protective custody, a process shall be established allowing WDOC Offenders in segregation or protective custody to request reasonable numbers of materials from a law library.
- 4.13.2 The WDOC shall provide Washington State legal materials required to meet constitutional standards via computer and appropriate software. The CCA shall provide on site technical service based on available expertise to ensure that the Washington Law library computer(s) are maintained and the software programs and updates are properly installed. The CCA shall provide a secure and monitored location to house said computer and associated peripherals.
- 4.13.3 The CCA shall ((provide)) make available federal law material; typewriters, including ribbons, and typing paper; notary services; copying services, including copy paper; legal size envelopes; sufficient to meet constitutional standards. Items such as paper supplies and ((typewritere)) copying shall be provided and shall be available free of charge to indigent WDOC Offenders. ((For the purposes of this provision, indigent effender is defined as one whose trust account balance is \$10.00 or less for the entire previous menth.)) WDOC Offenders need not be afforded access to copy machines; however, the CCA shall provide a copy of specific information, such as a page from a law book, upon request by a WDOC Offender. A common copy/print fee shall be set by the CCA.
- 4.13.4 CCA shall provide access to law material when staff has scheduled absences, due to vacations, extended leave or training.

#### Section 4.23 is amended, in part, as follows:

- 4.23.3 The WDOC shall reimburse CCA for expenses related to on site WDOC staff mailing of work related materials. CCA may separately invoice WDOC for such expenses monthly or quarterly.
- 4.23.((3))4 The CCA will complete a minimum of three (3) documented internal audits per month, two (2) from the mandatory list and one (1) from the essential list, itemized in Appendix E. Unless a specific audit demonstrates compliance deficiencies or there are major changes in applicable law, rule, standard, and/or policy, for purposes of complying with this section, no individual audit will be repeated more frequently than annually. Audit reports will be submitted to the WDOC Contract Monitor; and where there are demonstrated deficiencies, it will be

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accompanied by an action plan for correcting the deficiencies. CCA may use its monitoring instruments provided that they address all the issues identified in Appendix E.

4.23.((4)) 5 Unless required more frequently by law, rule, standard and/or corporate/local policy, the CCA ..."

# Section 4.27 Policy and/or Procedure Changes, is amended as follows:

The CCA shall provide a fourteen (14) day <u>written</u> notice to ((all)) WDOC Offenders <u>and the on site WDOC manager</u> before policy and/or procedure changes related to Sections 4.05; 4.06; 4.07; 4.08; 4.09; 4.10; 4.11; 4.12; 4.13; 4.21; 4.22; and 4.23\_((¬)) <u>Fourteen days notice is not required when</u> ((unless)) the policy or procedure change is necessary to address <u>immediate security or</u> ((declared an)) emergency <u>conditions as declared</u> ((prevision)) by the Warden with the concurrence of the WDOC Monitor.

# Section 4.28 Administrative Segregation, is added to the agreement.

Section 4.28 Administrative Segregation Placement: Due Process and Conditions of Confinement. The CCA shall provide appropriate due process and conditions of confinement consistent with the requirements in this contract.

4.28.1 The following minimum due process is required when a WDOC offender is placed in administrative segregation:

- ◆ The offender shall be provided written notification of the specific reason for administrative segregation placement within 24 hours of the placement.
- The offender shall be provided an initial review of the segregation placement within 72 hours of the segregation placement, and
  - Shall be provided 24 hours notice of the initial review, and:
  - Have the opportunity to attend the review to provide a formal response to the reason(s) for placement. (The offender may waive his appearance at the meeting), and:
  - Have the right to request witness statements, and
  - Have the right to an interpreter or staff advisor if unable to speak and understand English or is deemed by the review committee to be incapable due to mental or physical impairment to present his response to the reason(s) for placement, and
  - Have the right to review non confidential information resulting in their current placement, and
  - Have the right to have their input available to the decision making authority at the time their case is reviewed by the decision making authority
- ♦ The offender shall be advised of the recommendation of the review committee and
- Shall be advised that he may appeal the recommendation within 48 hours to the facility warden, and
- The facility warden will consider the offender's response to the reason(s) for placement and appeal of the review committee's recommendations (if there is one) when making the final decision regarding the offender's continued placement or release from segregation
- The Warden/designee's decision regarding continued placement or release from segregation will be previded to the offender in writing within 72 hours of the decision.
- 4.28.2 The CCA shall ensure that the conditions of confinement for WDOC offenders placed in segregation include:

- ♦ The ability of the offender to write and mail two non-legal letters per week, at CCA expense. Postage not to exceed the cost of a first class stamp on each letter.
- The ability to participate in programs while on an administrative segregation status longer than 60 days

# Section 4.29, Food Service, is added to the agreement:

4.29 Food Service. Where CCA offers multiple levels of food service/selection the highest level offered at the facility will be provided DOC Offenders as part of the agreed per diem.

#### Section 5.02, Personnel is amended as follows:

Personnel shall be retained to deliver twenty-four (24) hour care and supervision to incarcerated individuals, as well as administrative and support service personnel for the overall operation of the Facility, in accordance with the Operating Requirements. Prior to employment at the Facility, applicants shall be subjected to a thorough background check. The CCA will provide sufficient coverage for sick leave, annual leave, training, meals, breaks, and other events that take officers away from their duties consistent with the CCA staffing management plan.

- 5.02.1 CCA caseworkers dedicated to WDOC offenders shall be provided at the ratio of one caseworker per one hundred and twenty-five offenders. Facilities housing more than 125 WDOC offenders but less than 250 WDOC offenders shall have two CCA assigned caseworkers. An additional CCA caseworker shall be assigned at every 125 offender (or portion thereof) increment. At facilities housing fewer than one hundred and twenty-five WDOC offenders, a portion of the facility caseworker's time shall be dedicated to WDOC offenders in accordance with the above 1/125 ratio. The CCA caseworker will have primary responsibility for meeting the CCA contract obligations with regard to the day to day operational issues, questions, and concerns of the WDOC offenders assigned to their caseload. (I.e. responding to inquiries (kites) addressing pay and property questions, etc.)
- 5.02.2 Investigation/Intelligence (I&I) and Security Threat Group (STG) services will be provided by the CCA. The CCA I&I and STG services shall include but not be limited to monitoring telephone calls and mail, conducting investigations related to WDOC offender activities/behavior, addressing STG related issues such as providing information when available to the on-site WDOC manager to update the WDOC STG database; documenting and sharing information related to new tattoos and or recruitment activities, etc. Such services shall be provided at a level proportional to the facility population
- 5.02.3 The CCA shall provide clerical support of .5 staff up to support the WDOC onsite staff at the facility.

# Section 6.02, Payments, is amended in part as follows:

The WDOC shall pay directly to the CCA, as follows:

6.02.1 Fifty six dollars and eighty-five cents (\$56.85) per Offender Day per WDOC Offender housed under this Contract (Per Diem) for the first two-hundred offenders and fifty-four dollars and eighty-five cents (\$54.85) dollars per day for each offender over two hundred but fewer than four hundred and one. The per diem rate for offenders in excess of four hundred shall be fifty-two dollars and eighty-five cents (\$52.85). The Per Diem rate shall be fixed through the initial term of this agreement.

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6.02.2 Fifty seven dollars and forty-one cents (\$57.41) per Offender Day per WDOC Offender housed under this Contract (Per Diem) for the first two-hundred offenders and fifty-five dollars and thirty-nine cents (\$55.39) dollars per day for each offender over two hundred but fewer than four hundred and one. The per diem rate for offenders in excess of four hundred shall be fifty-three dollars and thirty-seven cents (\$53.37). This Per Diem rate shall be fixed through the term beginning July 1, 2005 and continuing through June 30, 2007.

6.02.3 Reimbursable Expenses as set forth in Sections 4.03.1 and 4.03.2 of this Contract.

# Section 6.03, Billings, is amended as follows:

The CCA shall send ((a)) the original statement to the WDOC on the tenth day of each month for the number of Offender Days incurred during the preceding month and for Reimbursable Expenses. The statement shall provide such information and use such forms as the WDOC may specify. All amounts payable under the Contract shall be due within thirty (30) days from receipt of the bill by the WDOC. A copy of the statement shall be provided to the on-site manager within one business day of generating the invoice.

# Section 8.04, Notice of Breach, is amended, in part, as follows:

8.04 If any material breach of this Contract by either party remains uncured more than thirty (30) days after written notice thereof by the party asserting this breach, this shall be an Event of Default, provided, however, if within thirty (30) days after such notice, a substantial good faith effort to cure said breach shall not be an Event of Default if it is cured within a reasonable time thereafter.

If the breach cannot be cured within thirty (30) days after notice, but can be cured through an ongoing effort on the part of the breaching party, the breaching party may, within the thirty (30) day period following the notice of the breach, submit a plan for curing the breach within a reasonable period of time not to exceed six (6) months unless extended by the other party. If the plan is approved by the other party, it shall not pursue remedies hereunder as long as the breaching party timely undertakes to cure the breach in accordance with the approved plan. Said approval shall not be unreasonably withheld. If CCA does not cure the breach within the specified time frame, the WDOC may choose from the following remedies:

- Terminate the contract pursuant to Article II.
- 2. Cure the breach and withhold all reasonably expended costs from CCA's compensation.
- 3. Withhold from the Per Diem payment the amount of the value of the service not being rendered for each day beyond the cure period until the breach is cured or the contract terminates. Value shall be based on the cost of providing the service. CCA shall have the obligation to provide documentation of such costs. Prior to the withholding, the WDOC shall provide at least ten days notice to CCA to provide an opportunity to submit cost documentation. If CCA fails to provide such documentation, the WDOC may exercise reasonable discretion to determine the costs. Remedies 2 and 3 may not be exercised simultaneously.

For purposes of this Article, "notice" shall refer to written notice sent certified mail, registered return receipt to Lucibeth Mayberry at 10 Burton Hills Boulevard, Nashville, TN 37211 and to the Warden at the Facility.

Additions to the text of this Contract are shown by <u>underline</u> and deletions by ((strikeout)). All other terms and conditions remain in full force and effect.

The effective date of this amendment is July 1, 2005.

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Signing below who warrant that they have the authority to execute the amendment.

CORRECTIONS CORPORATION

OF AMERICA

(Signature)

ANTHONY GRANDE

(Printed Name)

VICE PRESIDENT, STATE CASTOMER PENTINS

(Date)

DEPARTMENT OF CORRECTIONS

(Signature)

Harold W. Clarke

(Printed Name)

Secretary

(Title)

6-29-05

(Date)

This Amendment to Contract No. COCO6376, consisting of ten (10) pages is executed by the persons

Approved as to Form: This contract amendment format was approved as to form by Tom Young, AAG, of the Office of the Altorney General, on April 14, 1998. Approval on file.