

**TRANSFER AGREEMENT
AMONG
DEPARTMENT OF CORRECTIONS,
DEPARTMENT OF MANAGEMENT SERVICES
AND
{VENDOR}**

This Transfer Agreement (this "Agreement") made and entered into effective _____ by and among the DEPARTMENT OF MANAGEMENT SERVICES ("DMS"), {VENDOR}, and the DEPARTMENT OF CORRECTIONS ("DC") (and collectively, the "parties"). This Agreement, unless earlier terminated by mutual written agreement of the parties, shall remain in full force and effect so long as there exists a current written contractual agreement between VENDOR and DMS for the operation and management of the {NAME OF THE} Correctional Facility, located in _____ County, Florida (the "Facility").

WITNESSETH

WHEREAS, Section 957.06(2), Florida Statutes, requires DMS, VENDOR, and DC to develop, implement, and comply with a cooperative agreement for transferring inmates between a correctional facility operated by DC and a private correctional facility; and

WHEREAS, VENDOR manages and operates the Facility pursuant to the Operations and Management Services Contract entered into effective _____ (hereinafter referred to as the "Contract"); and

WHEREAS, DMS, VENDOR, and DC wish to establish guidelines for the transfer of inmates between a correctional facility operated by DC and the Facility during the term of the Contract.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, and subject to the conditions herein set forth, the parties do hereby covenant, agree, and bind themselves as follows:

1. **Inmate Assignment to Contract Facilities.** Inmates will be assigned to the Facility during the term of the Contract in accordance with the following parameters (NUMBERS AND

CATEGORIES BELOW WILL TRACK THOSE AGREED TO IN THE
PROCUREMENT DOCUMENT BY DC & DMS):

Profile	Population %	Variation %
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Custody Level

Minimum/Medium

Close

Medical Health Grade

M Grade 1

M Grade 2 and/or 3

Psychological Grade

S Grade 1 and/or 2

S Grade 3

HIV Positive

- 1.1 Since inmates diagnosed as HIV positive are classified as Medical Grades 3 or 4, they will also be counted in the respective medical grade percentages noted above.
 - 1.2 Whenever the actual population of the Facility differs from the Population Percentage established above for any Profile, VENDOR shall request inmate transfers from the Facility in accordance with the procedures set forth in the Agreement.
 - 1.3 The parties may from time to time upon mutual agreement adjust the above percentages in accordance with DC's inmate population forecast.
2. **Medical Clearance.** All inmate transfers to the Facility shall be in accordance with the provisions of Health Services' Bulletin No. 15.02.02 (dated 06-26-03). Upon transfer of an inmate from the DC, VENDOR is responsible for all costs of medical tests. VENDOR may

not refuse inmates based on the existence of pending diagnostic or medical tests. However, if a medical hold was placed on an inmate, the DC will not transfer that inmate until the medical hold has been removed. If an inmate with a medical hold is inadvertently transferred to the Facility, the inmate shall be transferred back to the DC at VENDOR's request. VENDOR shall not be responsible for those tests or procedures which required the medical hold, if the inmate is transferred back to the DC. Proper procedures for acceptance and transfer of inmates shall be followed pursuant to this Agreement.

3. **Transportation Schedule.** Inmates will be transported by DC vehicles to the Facility on a schedule as determined by the Population Management Administrator at a rate of no more than 75 inmates per day to achieve or maintain the Facility at a minimum of 90 percent capacity, except as provided in Section 13 of this Agreement. Inmates will be identified by DC's transfer officer upon disembarkation from the vehicle and prior to relinquishing supervision and control of the inmate. VENDOR, upon properly identifying the inmate, shall accept and sign for the receipt of the inmate and records, and shall release the vehicle in a timely manner.
4. **Routine Inter-Institutional Transfers from the Contract Facility.** Certain circumstances may require an inmate's transfer from the Facility for various classification or institutional needs. Inmates will be transported from the Facility pursuant to the procedures set out herein.
 - 4.1 **Procedure.** VENDOR shall request via a written progress report that an inmate be transferred from the Facility. VENDOR shall submit the progress report to the on-site DC representative, according to DC's established classification procedures. The DC's State Classification Office will either approve or disapprove the recommendation, or request additional information, based upon the facts as outlined in the request. The request shall reflect, at a minimum, the following information:
 - 4.1.1 Inmate's name
 - 4.1.2 Inmate's number
 - 4.1.3 Complete medical profile

- 4.1.4 Special review information
- 4.1.5 Rationale for transfer
- 4.1.6 Inmate's adjustment while at the Facility
- 4.1.7 Custody grade
- 4.1.8 Programs completed or participated in at the Facility
- 4.1.9 The primary and secondary transfer destination
- 4.2 Transportation for Routine Transfer. Upon approval of a transfer request, DC shall transport the inmate based upon:
 - 4.2.1 Capacity levels of the Facility
 - 4.2.2 Availability of bed space at the approved transfer destination;
 - 4.2.3 Status of the inmate at the Facility
- 5. **Emergency Transfers.** Emergency Transfers are transfers that involve emergency circumstances not normally found at the Facility (including but not limited to TCU transfers, CSU transfers, transfers due to institutional disturbances, Inspector General's Office transfers, etc.). Emergency transfers will be conducted in accordance with the applicable DC Procedure; Medical Transfers will be conducted in accordance with DC Procedure 401.016; Mental Health Transfers in accordance with DC Procedure 404.003. Transfers for Classification reasons or at the request of the Inspector General's Office, will be governed by DC procedure 601.219.
 - 5.1 Transportation of Emergency Transfers. Transportation shall be determined by the nature of the request. Whenever possible, the inmates shall be transported by DC on regularly scheduled runs. If time limitations and/or the nature of the request dictate otherwise, VENDOR shall transport the inmate to the approved destination.
- 6. **Protective Management Transfers.** Protective Management Transfers are specialized transfers and shall be completed in accordance with procedures as outlined by Chapter 33-602.221, Florida Administrative Code.

- 6.1 Procedure. VENDOR will provide a formal progress report containing the same information as outlined in Section 4.1, to the State Classification Office for review when a transfer is recommended for an inmate to be placed in a Protective Management Unit, or the transfer is recommended to another institution to resolve the need for protection. A copy of the Record of Protective Management, Form DC 6235, shall be reviewed by the State Classification Office, who will make a final decision. The State Classification Office will review the request and make a determination within two (2) working days of request of VENDOR.
- 6.2 Transportation of Protective Management Transfers. Upon approval of a transfer pursuant to a protection request, transportation will be handled as follows:
- 6.2.1 Transfer to Another Institution to Resolve Need for Protection. If the request has been approved by the State Classification Office, the inmate will be transported by DC on a regularly scheduled run, within five (5) calendar days of the approval.
- 6.2.2 Transfer to a Protective Management Unit. If the request has been approved for transfer to a Protective Management Unit, VENDOR shall be responsible for the transfer to the approved destination.
7. **Court Ordered Transfers**
- 7.1 Procedures. When VENDOR receives a court order instructing an inmate to be transported to court, a copy shall immediately be forwarded by facsimile to the Population Management Administrator.
- 7.2 Transportation of Court-Ordered Transfers. Depending on the language of the order, DC or VENDOR may be responsible for transportation of the inmate as determined by the Population Management Administrator. In the event DC transports an inmate for a hearing based upon a claim or grievance filed by the inmate against VENDOR, VENDOR shall be responsible for reimbursing DC on a pro-rata basis for the costs incurred in transporting the inmate.
8. **Medical/Dental/Mental Health Transfers.** As medical, dental and mental health transfers are specialized transfers requiring expertise and specific coordination for continuity of care,

and compliance with procedures and time frames, these transfers shall adhere to DC's Health Services Procedure Number 401.016. The classification of medical and mental health grades within this Agreement is based on the classification system set forth in Health Services Bulletin No. 15.03.13, effective 02-10-04. The intent is to place inmates in a setting that provides a higher level of care than is available at the sending institution. Transfers shall be based on sound clinical rationale.

- 8.1 Transportation. Transportation shall be determined by the nature of the request. Whenever possible, the inmates shall be transported by DC on regularly scheduled runs. If time limitations and/or the nature of the request dictate otherwise, VENDOR shall transport the inmate to the approved destination.
- 8.2 Transportation of Inmates Who Are Mentally or Physically Ill. The Chief Health Officer of the sending facility may specify that an inmate who is mentally or physically ill is to be transferred separately from the general population and may direct medical staff to accompany the inmate to the approved destination. Such transportation can include, but is not limited to, wheelchair accessible vans, ambulance, and air transportation. In the event the Chief Health Officer deems special transportation arrangements are required, which may include having medical staff accompany the inmate, VENDOR shall be responsible for providing such vehicles and/or medical personnel. All inmates who are prescribed wheelchairs will be transported in a wheelchair accessible van directly to the approved destination unless other special arrangements are required to accommodate.
- 8.3 Transportation of Inmates to Crisis Stabilization Unit or Suicide Observation Status Cell at another Facility. Inmates to be transported to a Crisis Stabilization Unit or Suicide Observation Status Cell at another facility will be transported by VENDOR directly to the identified facility.
- 8.4 Transportation for Health Services. Transportation for the following types of health service transfers shall be completed as follows:
 - 8.4.1 Routine. Transfers for health service needs determined to be of a routine nature shall be transported by DC on regularly scheduled runs to arrive at

destination within time frame indicated in the applicable Health Services' Bulletins.

8.4.2 Urgent. Transfers for health service needs determined to be of an urgent nature (an inmate whose health condition requires transfer within a seven (7) day period) shall be transported by the DC on regularly scheduled runs, time permitting. If the inmate cannot be held for the regularly scheduled run, then VENDOR shall be responsible for transportation to the approved destination within agreeable time frames.

8.4.3 Emergency. Transfers for health service needs determined to be of an emergency nature (an inmate whose health condition would be adversely affected if not transferred within a period of twenty-four (24) hours) shall be transported by VENDOR to the approved destination within the time frame indicated in the applicable Health Services'/Technical Instruction.

8.5 Inmate Health Services. If, in the opinion of the on-site Chief Health Officer, the inmate cannot be properly treated in the institution, he/she shall refer the inmate to a medical facility that can provide the necessary treatment.

8.5.1 Inpatient Hospitalization Costs. VENDOR shall be responsible for payment of all inpatient hospitalization costs. Respondent is also required to provide sufficient security supervision for hospitalized inmates that is consistent with the requirements in DC's procedures for External Inmate Transportation and Security.

8.5.2 To assist VENDOR in minimizing security costs, VENDOR may utilize the services available at DC's Reception and Medical Center (RMC) Hospital at Lake Butler, Florida contingent upon space availability. VENDOR shall be responsible for any incurred in-patient medical costs for an inmate who has been transferred to RMC. VENDOR will continue to receive a per diem for an inmate transferred to RMC at the blended per diem rate pursuant to the Contract/or until the Inmate is no longer assigned to Vendor. VENDOR will

manually invoice the DMS for per diem payments for any inmates sent to RMC. The invoice will be reviewed and approved by the DC, and will only cover those days the Facility inmate was at RMC receiving or awaiting medical services.

8.5.3 If DC staff determine that a patient who was originally sent to RMC can receive more appropriate care at an outside hospital or by a provider who does not provide services at RMC, VENDOR will be responsible for payments for services rendered at the outside facility

9. Discharged Inmates

- 9.1 Procedure. The Facility will be advised in writing when an inmate has completed his/her sentence or has been granted a release. VENDOR shall follow procedures outlined in Rules 33-601.502 and 33.601.503, Florida Administrative Code and Article 5.13, Release of Inmates, of the Operation and Management Services Contract. Funds for discharge gratuity and transportation costs associated with the discharge will be paid by VENDOR and are not reimbursed from DC.
- 9.2 Transportation of Discharged Inmates. VENDOR shall be responsible for transporting inmates to an embarkation point as directed by Release Management. VENDOR will provide security of the inmates until such time as the inmate departs. VENDOR shall provide transportation by common carrier using the most economical means available. In extreme hardship cases, or if the inmate is not ambulatory, or is otherwise impaired, VENDOR shall provide appropriate transportation. In certain cases, this may include a medical attendant to accompany the inmate to his/her destination.
10. **Records.** Except as provided in Section 13.3 herein, inmates transferred to or from the Facility shall be accompanied by the institutional inmate records along with all sub-records including, but not limited to, the visiting record, educational record, property record, and religious record. Inmate bank records and funds shall be handled in accordance with Rule 33-203.201, Florida Administrative Code.
11. **Property.** Except as provided in Section 13.4 herein, property will be transported with the

inmate upon transfer of the inmate following established procedures outlined in Rule 33-602.201, Florida Administrative Code.

12. **Informal Dispute Resolution Procedure.** The following procedures shall be utilized to resolve disagreements between the Facility (VENDOR) and DC staff on transfer recommendations.

12.1 Review by DC.

- 12.1.1 If a transfer recommendation is approved by VENDOR and the on-site DC representative, the Facility shall enter the recommendation and retain the progress report for State Classification Office review, and the transfer shall be processed in accordance with this Agreement. If the transfer is disapproved by the State Classification Office, VENDOR may appeal the decision in writing directly to the Regional Director, or his/her designee, in the Regional Office.
- 12.1.2 If the transfer recommendation is approved by VENDOR, but the on-site DC representative does not approve of the recommendation, the progress Report shall be forwarded to the Regional State Classification Office for approval or disapproval. If the Regional State Classification Office disapproves the transfer recommendation, VENDOR may appeal the decision in writing directly to the Regional Director, or his/her designee, at the Regional Office.
- 12.1.3 If the Regional Director approves an appeal of a transfer by the Facility, the transfer shall be processed in accordance with this Agreement. If the Regional Director disapproves an appeal of a transfer by VENDOR, VENDOR may appeal the Regional Director decision in writing to the DC's Secretary. If the DC's Secretary or his/her designee disapproves an appeal of a transfer by VENDOR, the Facility may seek to have the matter mediated by DMS Division Director or designee, pursuant to Section 12.2, below.

- 12.2 Mediation by DMS Division Director or Designee. In the event VENDOR and DC cannot agree on a transfer recommendation after exhaustion of DC review procedures set forth above, VENDOR may seek mediation of the matter by DMS Division Director or designee. The DMS Division Director or designee shall attempt to mediate the transfer dispute between the parties.
- 12.3 DMS Review. In the event the transfer dispute cannot be resolved through mediation as set forth above, VENDOR or DC's Secretary or designee may file a written request with the Secretary of DMS for review. The Secretary of DMS or designee shall schedule and conduct the review of the transfer dispute within a reasonable time of the written request. VENDOR and DC's Secretary or his designee, shall receive timely notification of the date, time, and location of DMS meeting at which the transfer dispute will be reviewed. VENDOR and DC may provide written documentation regarding the transfer dispute for consideration by the Secretary of DMS or designee. VENDOR and DC shall ensure all pertinent or requested documentation is provided to the Secretary of DMS or designee as directed or otherwise prior to the scheduled DMS meeting. VENDOR and DC agree to be bound by the final decision of the Secretary of DMS or designee as to resolution of the transfer dispute.
13. Emergency Housing of Inmates. In the event of a man-made or natural disaster, the following procedures will be implemented.
- 13.1 Procedure. Monitoring of disaster situations shall be coordinated through the Emergency Operations Center of each Regional Office. In the event that transfers in or out of the Facility are warranted, notification will be transmitted to the Facility and to DMS by the Regional Office Emergency Operations Center with specific instructions as dictated by the situation.
- 13.2 Transportation for Emergency Housing of Inmates. Transportation to or from the Facility will be dictated by the circumstances and normally include resources from VENDOR as provided in VENDOR's Emergency Preparedness Plan, with the assistance from DC as available, to contend with the individual situation.

- 13.3 Transfer of Records. In emergency situations, no inmate shall be transferred without medical record. Following an emergency transfer, the institutional inmate record and all sub-files shall be forwarded by the sending Facility in accordance with Rule 33-603.201, Florida Administrative Code. A medical transfer form summarizing the inmate's medical condition will be provided by the sending Facility.
- 13.4 Property. In emergency situations when property is not transported with the inmate, VENDOR will ensure the property will be forwarded to the institution housing the inmate within seventy-two (72) hours following the transfer.

14. Compensation

- 14.1 Transportation Costs. All costs related to the transfer of inmates for whom VENDOR is responsible under the terms of this Agreement shall be borne by VENDOR. All costs related to the transfer of inmates for whom DC is responsible under the terms of this agreement shall be borne by DC.

IN WITNESS WHEREOF, in order to be legally bound, the parties have caused their authorized representative to execute this Agreement as of the date first written above.

**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

BY: _____

Approved as to form and legality for DMS

**STATE OF FLORIDA DEPARTMENT
OF CORRECTIONS**

BY: _____

Approved as to form and legality for DC

[NAME OF VENDOR]

BY: _____