

**EXHIBIT B**  
**DMS-2021-053**  
**FDC #Axxxx**

**TRANSFER AGREEMENT**  
**AMONG**  
**FLORIDA DEPARTMENT OF CORRECTIONS,**  
**FLORIDA DEPARTMENT OF MANAGEMENT SERVICES**  
**AND**  
**[Awarded Respondent]**

This Transfer Agreement (Agreement), made and entered into effective [effective date], by and among the FLORIDA DEPARTMENT OF MANAGEMENT SERVICES (DMS), [Awarded Respondent] (CONTRACTOR), and the FLORIDA DEPARTMENT OF CORRECTIONS (FDC) (and collectively, the "Parties"), 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 the CONTRACTOR and DMS for the operation and management of the Moore Haven Correctional Facility (Facility), located in Glades County, Florida.

**WITNESSETH**

**WHEREAS**, Section 957.06(2), Florida Statutes (F.S.), requires DMS, the CONTRACTOR, and FDC to develop, implement, and comply with a cooperative agreement for transferring inmates between a correctional facility operated by FDC and a private correctional facility; and

**WHEREAS**, the CONTRACTOR manages and operates the Facility pursuant to the Operations and Management Services Contract entered into effective [effective date of contract], and any subsequent contracts (hereinafter referred to as the Contract); and

**WHEREAS**, DMS, the CONTRACTOR, and FDC wish to establish guidelines for the transfer of inmates between a correctional facility operated by FDC 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 Profile Table:

Profiles	Population %	Inmates	Variation %
<b>Custody Levels</b>			
Medium, Minimum, & Community	100%	985	0%
<b>Medical Health Grades</b>			
M Grade 1 and 2	84%	827	2%
M Grade 3	16%	158	2%
M Grade 5 (short-term infirmary beds only)	0.41%	4	0%

**Medical Psychiatric Grades**

S Grade 1 and 2	65%	640	5%
S Grade 3	35%	345	5%
<b>Wheelchair</b>	5.4%	53	0%
<b>Special Needs</b>	6%	59	0.5%

2. Inmate Assignment to Contract Facilities. Inmates will be assigned to the Facility during the term of the Contract following the below parameters:
  - 2.1. 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.
  - 2.2. Whenever the actual population of the Facility exceeds the Population Percentage established above for any Profile, except as noted in Section 2 of this Agreement, CONTRACTOR shall request inmate transfers from the Facility per the procedures outlined in the Agreement.
  - 2.3. The parties may, upon mutual written agreement, adjust the above percentages based on FDC's inmate population forecast. This mutual agreement will be subsequently confirmed through a written amendment to this Agreement.
3. Medical Clearance. All inmate transfers to the Facility shall follow the provisions of Health Services' Bulletin No. 15.02.02 (or subsequent versions). Upon transfer of an inmate from FDC, the CONTRACTOR is responsible for all costs of diagnostic and medical tests. The CONTRACTOR 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 FDC 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 FDC at the CONTRACTOR's request. The CONTRACTOR shall not be responsible for those tests or procedures which required the medical hold if the inmate is transferred back to FDC. Proper procedures for acceptance and transfer of inmates shall be followed, pursuant to this Agreement.
4. Transportation Schedule. Inmates will be transported by FDC vehicles to the Facility on a schedule determined by the FDC 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 14 of this Agreement. The FDC's Transfer Officer will identify inmates upon disembarkation from the vehicle and before relinquishing supervision and control of the inmate. Upon proper identification of the inmate, the Contractor shall accept and sign for the receipt of the inmate and their records and shall release the FDC vehicle timely.
5. 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 according to the procedures below.
  - 5.1. Procedure. The CONTRACTOR shall request, via a written progress report, that an inmate be transferred from the Facility. The CONTRACTOR shall submit the progress report to the designated FDC Classification staff, according to FDC's established classification procedures. The

FDC State Classification Office will either approve or disapprove the recommendation or request additional information, based upon the facts outlined in the request. The request shall reflect, at a minimum, the following information:

- Inmate's name;
- Inmate's number;
- Complete medical profile;
- Special review information;
- The rationale for transfer;
- Inmate's adjustment while at the Facility;
- Custody grade;
- Programs completed or participated in at the Facility; and
- The primary and secondary transfer destination.

5.2. Transportation for Routine Transfer. Upon approval of a transfer request, FDC shall transport the inmate based upon:

- Capacity Levels at the Facility;
- Availability of bed space at the approved transfer destination; and
- Status of the inmate at the Facility.

6. Emergency Transfers. Emergency Transfers are transfers that involve emergency circumstances not generally found at the Facility, including, but not limited to, TCU transfers, CSU transfers, transfers due to institutional disturbances, Inspector General's Office transfers, and other emergency events. Emergency transfers will follow the applicable FDC Procedure; Medical Transfers following FDC Procedure 401.016; Mental Health Transfers following FDC Procedure 404.003. Transfers for Classification reasons or at the request of the Inspector General's Office will follow FDC Procedure 601.219.

6.1. Transportation of Emergency Transfers. The nature and circumstances of the request shall determine emergency transportation. If possible, inmates shall be transported by FDC on regularly scheduled transport runs. If time limitations, the nature of the request, or lack of availability of FDC resources dictate otherwise, the CONTRACTOR shall be responsible for transporting the inmate to the approved destination.

7. Protective Management Transfers. Protective Management Transfers are specialized transfers and shall be completed per the procedures outlined in Chapter 33-602.221, Florida Administrative Code (F.A.C).

7.1. Procedure. The CONTRACTOR will provide a formal progress report containing the same information as outlined in Section 5.1, to the FDC 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 DC6-235, shall be reviewed by the FDC State Classification Office. The FDC State Classification Office will review the request and make a final decision within two (2) business days of receiving the request from the CONTRACTOR.

7.2. Transportation of Protective Management Transfers. Upon approval of a transfer under a protection request, transportation will be handled as follows:

7.2.1. Transfer to Another Institution to Resolve Need for Protection. If the FDC State Classification Office has approved the request, the inmate will be transported by FDC on a regularly scheduled transport run, within five (5) calendar days of approval.

7.2.2. Transfer to a Protective Management Unit. If the transfer to a Protective Management Unit is approved, the CONTRACTOR shall be responsible for the transportation to the approved destination.

## 8. Court Ordered Transfers

8.1. Procedures. When the CONTRACTOR receives a court order instructing an inmate to be transported to court, a copy of the order shall be placed in the inmate's Classification File. If the court order specifies that FDC will provide transportation, the CONTRACTOR shall provide a copy to the FDC Population Management Administrator for further direction.

8.2. Transportation of Court-Ordered Transfers. Depending on the language of the order, the CONTRACTOR may be responsible for the transportation of the inmate as determined by the FDC Population Management Administrator. In the event FDC transports an inmate for a hearing based upon a claim or grievance filed by the inmate against the CONTRACTOR, the CONTRACTOR shall be responsible for reimbursing FDC on a pro-rata basis for the costs incurred in transporting the inmate.

9. 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 FDC's Health Services Procedure Number 401.016. The classification of medical and mental health grades within this Agreement is based on the classification system outlined in Health Services Bulletin No. 15.03.13. 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.

9.1. Transportation. The nature of the request shall determine transportation. Whenever possible, inmates shall be transported by FDC on regularly scheduled transport runs. If time limitations, the nature of the request, or the lack of availability of FDC resources dictate otherwise, the CONTRACTOR shall transport the inmate to the approved destination.

9.2. 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, the CONTRACTOR shall be responsible for providing appropriate vehicles and 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.

- 9.3. 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 the CONTRACTOR directly to the identified facility.
- 9.4. Transportation for Health Services. Transportation for the following types of health service transfers shall be completed as follows:
  - 9.4.1. Routine. Transfers for health service needs of a routine nature shall be transported by FDC on regularly scheduled transport runs to arrive at their destination within the time-frame indicated in the applicable Health Services' Bulletins.
  - 9.4.2. Urgent. FDC shall transport transfers for health service needs of an urgent nature (an inmate whose health condition requires transfer within a seven (7) day period) on regularly scheduled transport runs, time permitting. If the inmate cannot be held for the regularly scheduled transport run, then the CONTRACTOR shall be responsible for the transportation to the approved destination within agreeable time frames.
  - 9.4.3. Emergency. The CONTRACTOR shall transport transfers for health service needs of an emergency nature (an inmate whose health condition would be adversely affected if not transferred within a period of 24 hours) to the approved destination within the time-frame indicated in the applicable Health Services' Technical Instruction.
- 9.5. Inmate Health Services. If, in the opinion of the Facility's Chief Health Officer, the inmate cannot receive appropriate treatment at the Facility, he/she shall refer the inmate to a medical facility that can provide the necessary treatment.
  - 9.5.1. Inpatient Hospitalization Costs. The CONTRACTOR shall be responsible for payment of all inpatient hospitalization costs. The CONTRACTOR is also required to provide sufficient security supervision for hospitalized inmates consistent with the requirements in FDC's procedures for External Inmate Transportation and Security.
  - 9.5.2. To assist the CONTRACTOR in minimizing security costs, the CONTRACTOR may utilize the services available at FDC's Reception and Medical Center (RMC) Hospital in Lake Butler, Florida, contingent upon bed space availability. CONTRACTOR shall be responsible for any incurred inpatient medical costs for an inmate who has been transferred to RMC. The CONTRACTOR will continue to receive a per diem for an inmate transferred to RMC at the blended per diem rate, according to the Contract, or until the inmate is no longer assigned to the CONTRACTOR. The CONTRACTOR will manually invoice DMS for per diem payments for any inmates sent to RMC. The invoice will be reviewed and approved by the FDC, and will only cover those days the Facility inmate was at RMC receiving or awaiting medical services.
  - 9.5.3. If FDC staff determine that a patient who was initially sent to RMC can receive more

appropriate care at an outside hospital or by a provider who does not provide services at RMC, the CONTRACTOR will be responsible for payments for services rendered at the outside facility.

## 10. Discharged Inmates

10.1. Procedure. When it is time to discharge an inmate, based on the completion of their sentence or granting of a release, the Facility will be advised in writing. The CONTRACTOR shall follow procedures outlined in Rules 33-601.502 and 33-601.503, F.A.C., and **Article x.xx**, 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 the CONTRACTOR and are not reimbursed by FDC.

10.2. Transportation of Discharged Inmates. CONTRACTOR shall be responsible for transporting inmates to an embarkation point as directed by Release Management. CONTRACTOR will provide the security of the inmates until the inmate departs. CONTRACTOR 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, CONTRACTOR shall provide appropriate transportation. In some instances, this may include a medical attendant to accompany the inmate to his destination.

11. Records. Except as provided in Section 14.3 of this Agreement, inmates transferred to or from the Facility shall be accompanied by the institutional inmate records, including all sub-records such as the visiting record, educational record, property record, and religious record. Inmate bank records and funds shall be handled per Rule 33-203.201, F.A.C.

12. Property. Except as provided in Section 14.4 of this Agreement, the property will be transported with the inmate upon transfer per procedures outlined in Rule 33-602.201, F.A.C.

13. Informal Dispute Resolution Procedure. The following procedures shall be utilized to resolve disagreements between the Facility/CONTRACTOR and FDC on transfer recommendations.

### 13.1. Review by FDC.

13.1.1. If a transfer recommendation is approved by the CONTRACTOR and the Facility's FDC Classification Contact, the Facility shall enter the recommendation and retain the progress report for the FDC State Classification Office's review, and the transfer shall be processed following this Agreement. If the FDC State Classification Office denies the transfer, the CONTRACTOR may appeal the decision, in writing, directly to the FDC Regional Director, or designee, in the Regional Office.

13.1.2. If CONTRACTOR approves the transfer recommendation, but the Facility's FDC Classification team does not approve of the recommendation, the Progress Report shall be sent to the Regional State Classification Office for approval or disapproval. If the Regional State Classification Office disapproves the transfer recommendation, the

CONTRACTOR may appeal the decision, in writing, directly to the FDC Regional Director, or designee, at the Regional Office.

13.1.3. If the FDC Regional Director approves an appeal of a transfer by the Facility, the transfer shall be processed per this Agreement. If the FDC Regional Director disapproves of a transfer request by the CONTRACTOR, the CONTRACTOR may appeal the Regional Director's decision, in writing, to the FDC Secretary. If the FDC Secretary, or designee, disapproves of an appeal of a transfer by the CONTRACTOR, the Facility may seek to have the matter mediated by the DMS Division Director, or designee, according to Section 13.2, below.

13.2. Mediation by DMS Division Director or Designee. In the event the CONTRACTOR and FDC cannot agree on a transfer recommendation after exhaustion of the FDC review procedures outlined in Section 13.1, CONTRACTOR may seek mediation of the matter by the DMS Director of Specialized Services, or designee. The DMS Director of Specialized Services, or designee, shall attempt to mediate the transfer dispute between the parties.

13.3. DMS Review. In the event the transfer dispute cannot be resolved through mediation as set forth above, CONTRACTOR, or the FDC Secretary, or designee, may file a written request with the Secretary of DMS for review. The Secretary of DMS, or designee, shall schedule and evaluate the transfer dispute within a reasonable time of the written request. CONTRACTOR and the FDC Secretary, or designee, shall receive timely notification of the date, time, and location of the DMS meeting to review the transfer dispute. CONTRACTOR and FDC may provide written documentation regarding the transfer dispute for consideration by the Secretary of DMS, or designee. The CONTRACTOR and FDC shall ensure all pertinent or requested documentation is provided to the Secretary of DMS, or designee, as directed before the scheduled DMS meeting. The CONTRACTOR and FDC agree to be bound by the transport dispute decision of the Secretary of DMS, or designee.

14. Emergency Housing of Inmates. In the event of a man-made or natural disaster, the following procedures will be implemented.

14.1. Procedure. Monitoring of disaster situations shall be coordinated through the Emergency Operations Center of each Regional Office. If transfers in or out of the Facility are warranted, the Facility and DMS will be notified by the FDC Regional Office Emergency Operations Center with specific instructions as dictated by the situation.

14.2. Transportation for Emergency Housing of Inmates. Transportation to or from the Facility will be dictated by the circumstances and typically include resources from the CONTRACTOR, as provided in the CONTRACTOR's Emergency Preparedness Plan, with assistance from FDC, as available, to contend with the individual circumstances.

14.3. Transfer of Records. In emergencies, no inmate shall be transferred without a medical record. Following an emergency transfer, the institutional inmate record and all sub-files shall be forwarded by the sending Facility per Rule 33-603.201, F.A.C. The sending Facility will provide a medical transfer form summarizing the inmate's medical condition.

14.4. Property. In emergencies, when property is not transported with the inmate, the CONTRACTOR will ensure the property will be forwarded to the institution housing the inmate within 72 hours following the inmate's transfer.

15. Compensation

15.1. Transportation Costs. The CONTRACTOR shall bear all costs related to the transfer of inmates for whom the CONTRACTOR is responsible under the terms of this Agreement. FDC shall bear all expenses associated with the transfer of inmates for whom FDC is responsible under the terms of this Agreement.

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**IN WITNESS WHEREOF**, 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**

\_\_\_\_\_  
Jonathan Satter, Secretary

\_\_\_\_\_  
Date

**[CONTRACTOR]**

\_\_\_\_\_  
Date

**STATE OF FLORIDA,  
DEPARTMENT OF CORRECTIONS**

\_\_\_\_\_  
Kasey A. Bickley, Chief, Bureau of Procurement

\_\_\_\_\_  
Date

Approved as to form and legality for FDC

\_\_\_\_\_  
Dorothy Burnsed, Deputy General Counsel

\_\_\_\_\_  
Date