

ENROLLED HOUSE
BILL NO. 2245

By: Terrill, Duncan, Christian,
Osborn, Reynolds, Faught,
Martin (Steve), Enns, Cox,
Wright (John), Key, Joyner,
Roan, Thompson, Sanders,
Moore, McCullough,
Blackwell and Armes of the
House

and

Sykes, Russell and Branan
of the Senate

An Act relating to prisons and reformatories; creating the Oklahoma Criminal Illegal Alien Rapid Repatriation Act of 2009; authorizing release of prisoners to the custody of the United States Immigration and Customs Enforcement under certain circumstances; providing for revocation of prison sentence under certain circumstances; amending 57 O.S. 2001, Sections 561.1, as last amended by Section 10, Chapter 294, O.S.L. 2006, 563.2, as last amended by Section 1, Chapter 476, O.S.L. 2005 and 563.3, as last amended by Section 1, Chapter 147, O.S.L. 2008 (57 O.S. Supp. 2008, Sections 561.1, 563.2 and 563.3), which relate to the Oklahoma Corrections Act of 1967; authorizing renewal of private prison contracts under certain circumstances; directing State Board of Corrections to negotiate contract based upon certain terms; modifying and deleting certain contract requirements for private prison contractors; prohibiting private prison contractors from housing certain detainees; deleting certain security level classification requirements; allowing Department of Corrections to have first right to contract for placement of certain inmates; requiring private prison contractors to receive authorization prior to housing certain inmates; providing

procedures for receiving authorization; providing transfer procedures for the housing of certain inmates; requiring the Department of Corrections to review certain transfer information; requiring notification to private prison contractor under certain circumstances; requiring submission of additional inmate information to the Department of Corrections; providing for inmate transfer under certain circumstances; directing private prison contractors and vendors to provide certain documentation to the Department of Corrections for approval; providing penalties for noncompliance; authorizing statewide organizations with certain membership status to send annual mailing; directing the Office of State Finance and statewide organization to make certain agreement; providing certain liability exemption for the State of Oklahoma; providing for codification; providing for noncodification; and declaring an emergency.

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law not to be codified in the Oklahoma Statutes reads as follows:

Section 2 of this act shall be known and may be cited as the "Oklahoma Criminal Illegal Alien Rapid Repatriation Act of 2009".

SECTION 2. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 530.4 of Title 57, unless there is created a duplication in numbering, reads as follows:

A. Notwithstanding any law to the contrary, the Director of the Department of Corrections may release a prisoner to the custody and control of the United States Immigration and Customs Enforcement, provided the Department has received an order of deportation for the prisoner from the United States Citizenship and Immigration Services, the prisoner has served at least one-third (1/3) of the total amount of incarceration imposed by the court, and the prisoner has not been convicted of an offense as provided in Section 13.1 of Title 21 of the Oklahoma Statutes. The Director shall consider all sentences being served when calculating the total amount of

incarceration, but shall not consider the suspended portion of any sentence.

B. If a prisoner released pursuant to this section returns illegally to the United States, upon notice from any federal or state law enforcement agency that the prisoner is incarcerated, the Director shall revoke the release of the prisoner and the prisoner shall serve the remainder of the incarceration originally imposed by the court. The prisoner shall not thereafter be eligible for parole on any sentence affected by the release provided above.

SECTION 3. AMENDATORY 57 O.S. 2001, Section 561.1, as last amended by Section 10, Chapter 294, O.S.L. 2006 (57 O.S. Supp. 2008, Section 561.1), is amended to read as follows:

Section 561.1 A. ~~Prior~~ Except as otherwise provided by subsection K of this section, prior to entering into a contract with any private prison contractor for construction or operation, or both, of a correctional facility, the Department of Corrections shall establish a process for requesting proposals or negotiated contracts from such contractors. The Department of Corrections shall develop criteria for the process by which a contractor for the construction or operation, or both, of a private prison is to be awarded a contract. The criteria shall be subject to approval by the State Board of Corrections. The criteria for selection of a site for a proposed facility to be constructed or operated, or both, by a private contractor shall include, but shall not be limited to, the availability of medical services, support services, transportation services and the availability of potential employees who would be qualified to perform required functions at a state correctional facility.

B. Any contract between the Department of Corrections and a private prison contractor, whereby the contractor provides for the housing, care, and control of inmates in a nondepartmental facility operated by the contractor, shall contain, in addition to other provisions, terms and conditions:

1. Requiring the contractor to provide said services in a facility which meets accreditation standards established by the American ~~Corrections~~ Correctional Association;

2. Requiring the contractor to receive accreditation for said facility from the American ~~Corrections~~ Correctional Association,

within three (3) years of commencement of operations of the facility;

3. Requiring the contractor to obtain written authorization from the governing board of any municipality in which the facility is to be located, or if the facility is not to be located within a municipality, written authorization from the board of county commissioners of the county in which the facility is to be located; and

4. Granting the Department the option at the beginning of each fiscal year pursuant to an agreement, to purchase any such facility, with or without inventory or other personal property, at a predetermined price, which shall be negotiated and included in a schedule or a formula to be contained in the original agreement. Such agreements relating to a correctional facility, the construction of which was financed or is to be financed by obligations issued from a local governmental entity the repayment of which is to be made in whole or in part from rentals from the State of Oklahoma or the Department of Corrections, shall be submitted to the Oklahoma Bond Oversight Commissions as provided in subsection I of this section.

C. A contractor proposing to enter a contract with the Department of Corrections for construction or operation, or both, of a correctional facility pursuant to this section must demonstrate:

1. The qualifications and the operations and management experience to carry out the terms of the contract; and

2. The ability to comply with the standards of the American Correctional Association and with specific court orders.

D. In addition to meeting the requirements specified in the requests for proposals, a proposal for the construction and operation of a correctional facility must:

1. Provide for regular, on-site monitoring by the Department of Corrections;

2. Acknowledge that payment by the state is subject to the availability of appropriations;

3. Provide for payment of a maximum amount per fiscal year;

4. Demonstrate a cost benefit to the State of Oklahoma when compared to the level and quality of programs provided by state-operated facilities that have similar types of inmates at an operational cost not more than the cost of housing inmates in similar facilities and providing similar programs to those types of inmates in state-operated facilities. The Department of Corrections shall be responsible for determining the cost/benefit of the proposal;

5. Permit the state to terminate the contract for cause;

6. Contain a proposed per diem operational cost per inmate for the initial year and subsequent years of operations;

7. Subject to appropriations, provide that cost adjustments may be made only once each fiscal year, to take effect at the beginning of the next fiscal year using as the maximum percentage increase, if any, an increase not to exceed the previous year's Consumer Price Index for All Urban Consumers (CPI-U) as prepared by the United States Bureau of Labor Statistics, except as otherwise provided by subsection K of this section;

8. Have an initial contract term of not more than one (1) year, with an option to renew for additional periods not to exceed twenty (20) years;

9. If the proposal includes construction of a facility, contain a performance bond approved by the Department that is adequate and appropriate for the proposed contract;

10. Provide for assumption of liability by the private vendor for all claims arising from the services performed under the contract by the private vendor;

11. Provide for an adequate plan of insurance for the private vendor and its officers, guards, employees, and agents against all claims, including claims based on violations of civil rights arising from the services performed under the contract by the private vendor;

12. Provide for an adequate plan of insurance to protect the state against all claims arising from the services performed under the contract by the private vendor and to protect the state from actions by a third party against the private vendor, its officer, guards, employees, and agents as a result of the contract;

13. Provide plans for the purchase and assumption of operations by the state in the event of the bankruptcy of the private vendor; and

14. Contain comprehensive standards for conditions of confinement.

E. At the beginning of each fiscal year, the Department of Corrections shall determine the budgeted average daily cost per inmate. There shall be a separate computation of budgeted average daily cost for maximum security, medium security, minimum security, and community facilities. This information shall be presented to the State Board of Corrections for informational purposes only. After the close of each fiscal year, the Department shall determine the actual average daily cost per inmate for the operational costs at each major category of correctional facility. There shall be a separate computation of the average daily rate for maximum security, medium security, minimum security, and community facilities. The Department shall present to the State Board of Corrections at its January meeting comparative data on budgeted daily cost versus actual daily cost, and, after appropriate review and analysis, the Board shall adopt as a final action of the Board an average daily cost per inmate by facility category for the immediately preceding fiscal year.

F. If a request for proposal process is utilized and no proposals conform to the established criteria, the Department shall prepare an additional request for proposals. The Department of Corrections shall evaluate the proposals within thirty (30) days of receipt from the prospective contractor. The Department of Corrections shall specifically determine whether a proposal meets the requirements of paragraph 4 of subsection D of this section by comparing the daily rate for housing and care of inmates pursuant to any proposed contract with a private contractor to the daily rate for housing and care of inmates at the comparable type of facility operated by the Department of Corrections using the information provided pursuant to paragraph 6 of subsection D of this section. The Department shall evaluate proposals taking into account any direct or indirect costs that would continue to be paid by the Department of Corrections including, but not limited to, transportation, records management, discipline, general administration, management of inmate trust funds, and major medical coverage. Such costs shall be added to the proposed per diem of the private vendor when comparing the total per diem costs of the state operating facilities.

G. If the Department of Corrections proposes to enter into a contract for the construction or the operation, or both, of a private prison, the Department shall compare both the capital costs and the operating costs for the facility to the imputed capital costs and the projected operating costs of a comparable facility constructed and operated by the Department of Corrections.

H. The Department of Corrections shall deliver to the State Board of Corrections the top three qualified prospective private prison contractors identified pursuant to this section and pursuant to Section 561 of this title together with the information reviewed and analyzed by the Department of Corrections during analysis of the proposals as required by this section. The Board of Corrections shall evaluate the information provided and shall make a final decision selecting the contractor within fifteen (15) days of receipt of the information.

I. Any contract subject to the provisions of this section entered into by the Board of Corrections shall be subject to the approval of the ~~Legislative and Executive~~ Council on Bond Oversight Commissions in the same manner as provided by law for the review of issuance of obligations by State Governmental Entities as prescribed by Section 695.8 of Title 62 of the Oklahoma Statutes.

J. Before submission of the proposed contract to the ~~Legislative and Executive~~ Council on Bond Oversight Commissions, and prior to the date as of which the proposed contract is executed by the Board of Corrections, the Attorney General and the Director of the Department of Central Services shall review the proposed final version of the contract. The Attorney General and the Director of the Department of Central Services shall have a period of fifteen (15) days from receipt of the proposed final version of the contract to approve the contract and execute the document. If either the Attorney General or the Director of the Department of Central Services has objections to the proposed contract, the objections shall be communicated in writing to the Department of Corrections. The Department of Corrections shall take appropriate action regarding the objections and shall resubmit the proposed contract for additional review. The Attorney General and the Department of Central Services shall have an additional fifteen-day period to approve the proposed contract and to execute the document. Failure of the Attorney General or the Director of the Department of Central Services, respectively, to act within the fifteen-day period shall constitute approval of the respective official to the proposed final version of the contract. The contract shall contain a separate

signature block or line for signature by the Attorney General and the Department of Central Services. The contract shall contain a statement to be executed by the Attorney General and the Director of the Department of Central Services that each one of them, respectively, has reviewed the proposed contract for compliance with the provisions of this section and Section 561 of this title, and all other applicable provisions of law and that the contract conforms with those requirements. Neither the private prison contractor nor the State Board of Corrections shall execute the contract until the document has been executed by the Attorney General and the Director of the Department of Central Services as required by this subsection unless the approval of the respective official has been made as a result of failure to take action within the fifteen-day period prescribed by this subsection.

K. The State Board of Corrections may renew a private prison contract which is in effect for any time period during the fiscal year ending June 30, 2009, if the Board determines that the renewal of such contract will result in a reduced per diem in the fiscal year ending June 30, 2010. If the State Board of Corrections makes such determination, the contract shall not be subject to the restrictions of paragraph 7 of subsection D of this section and the Board shall negotiate the contract based upon such terms as the Board deems to be in the best interest of operational efficiency, including the inmate population, per inmate cost, public safety and such other terms as the State Board of Corrections determines to be relevant to such contract. The State Board of Corrections shall have the authority to negotiate the term of any contract executed pursuant to the provisions of this subsection subject to the availability of appropriations to the Department of Corrections each year.

SECTION 4. AMENDATORY 57 O.S. 2001, Section 563.2, as last amended by Section 1, Chapter 476, O.S.L. 2005 (57 O.S. Supp. 2008, Section 563.2), is amended to read as follows:

Section 563.2 A. Except as provided for in subsection B of this section, a private prison contractor may contract with the federal government or another state to provide for housing, care and control of ~~minimum or medium security level~~ inmates, as provided in this section, who are in the custody of the United States or another state, except for inmates who do not have histories of escape from medium or maximum security level correctional facilities for adults, who do not have histories of a felony conviction for rioting, and who are sentenced to terms of incarceration for conviction of a

~~felony, other than a felony that would be a capital offense if committed in this state or a sex-related offense, or who are sentenced to federal or state facilities for conviction of a misdemeanor, other than a sex-related offense, or who are under arrest or detained for federal felony or misdemeanor violations, or detained for a violation of immigration laws~~ incarcerated with a sentence of death, within a facility owned or operated by the private prison contractor. Provided, incarceration for misdemeanors shall be allowed only pursuant to subsection E of this section. Private prison contractors shall not provide for the housing, care and control of detainees designated as enemy combatants by the federal government, or who are under federal, state or local investigation, charge, or conviction for crimes of international terrorism or conspiracy to commit international terrorism or acts of hostile aggression against the United States or allies of the United States. Such private prison contractor may perform other functions related to such responsibilities.

B. A private prison contractor operating a facility on January 1, 2004, at twenty-five percent (25%) or less capacity may contract with the federal government or another state to provide for housing, care and control of ~~minimum or medium security level~~ inmates provided the facility would be allowed to house the same type of inmates if contracting with this state.

C. Any offense which would be a crime if committed within a state correctional institution of this state shall be a crime if committed in a facility owned or operated by a private prison contractor.

D. A private prison contractor shall not employ any personnel convicted of a felony if the person has been incarcerated in the private prison facility for which an application for employment is being considered; provided, a private prison contractor may employ personnel convicted of drug-related felonies who have been rehabilitated for programs for drug or other substance abuse rehabilitation for inmates of the facility.

Any personnel of a facility owned or operated by a private prison contractor, except any person convicted of a felony offense, shall be authorized to carry and use firearms while in the performance of their official duties only in the manner provided in this subsection and only after completing training approved by the Council on Law Enforcement Education and Training. The Council on Law Enforcement Education and Training may charge a reasonable fee

for its cost of evaluating firearms training for private prison personnel. Private prison personnel shall only be authorized to use firearms for the following purposes:

1. To prevent escape from the facility or from custody while being transported to or from the facility. As used in this paragraph, "to prevent escape from the facility" means to prevent an incarcerated individual from crossing the secure perimeter of the facility; or

2. To prevent an act which would cause death or serious bodily injury to any person.

The Department of Corrections is authorized to provide training to personnel of the private prison contractor, pursuant to contract. The Department of Corrections shall charge a reasonable fee for the training, not to exceed the cost of such training. The provisions of this subsection shall not be construed to confer peace officer status upon any employee of the private prison contractor or to authorize the use of firearms, except as provided in this subsection. All private prisons operating in this state shall prepare a written emergency plan and mutual aid agreement between the private prison facility and state and local law enforcement agencies, including the Department of Corrections and the Department of Public Safety. If an inmate escapes from the facility, or in the event of any riot or other serious disturbance, personnel from the facility immediately shall inform the Department of Corrections, the Department of Public Safety, the county sheriff and, if the facility is located within the boundaries of a municipality, the police department of the municipality. The Department of Corrections shall designate facilities operated by the Department to provide support in the event of a riot, escape or other serious emergency. Personnel from the facility shall inform the Department of Corrections, pursuant to Department policy, if there is any incident. The Department of Corrections is directed to respond on behalf of public safety of this state. The private prison contractor shall provide the Department of Corrections access to the facility and secure facility space to establish a command post, including provisions for telephone and fax access. Any emergency response provided by any state or local law enforcement agency shall be at the sole expense of the private prison contractor/operator. Each responding agency shall submit a written invoice detailing costs incurred which shall be paid within thirty (30) days of receipt by the private prison contractor/operator.

~~E. A private prison contractor housing federal inmates or inmates of another state shall not accept:~~

~~1. Any inmate who would be incarcerated in the facility for conviction of a misdemeanor, unless such incarceration in the facility is consistent with American Correctional Association requirements relating to the incarceration of inmates convicted of more serious offenses; or~~

~~2. Any maximum security level inmate.~~

~~F.~~ If an inmate is to be released or discharged from incarceration, is released or discharged by any court order, is to be placed on probation, is paroled, or if the federal government or sending state requests transfer or the return of the inmate, the private prison contractor immediately shall transfer or return the inmate to the sending state which has legal authority over the sentence or, in the case of federal inmates, to the closest federal prison or to the federal authority of the state in which federal custody over the inmate originated.

~~G.~~ F. A private prison contractor housing federal inmates from jurisdictions other than Oklahoma, or inmates sentenced pursuant to the legal authority of another state, shall not allow any such inmate to leave the premises of the facility, except to comply with an order to appear in a court of competent jurisdiction, to receive medical care not available at the facility, to work as provided in subsection ~~H~~ G of this section, or to return or be transferred to another state as provided by the provisions of subsection ~~F~~ E of this section.

~~H.~~ G. A private prison contractor may allow minimum security inmate labor to be used in public works projects provided all of the following conditions are satisfied:

1. The public works project must be in and for the county where the private prison is located or a county adjacent to the county where the private prison is located, or in and for a municipality in the county where the private prison is located or an adjacent county;

2. The private prison contractor has developed security procedures which will ensure the safety of the public and the Department of Corrections has approved such procedures;

3. The public works project has been authorized by the Department of Corrections and the county or municipal authorities where the public works project is located;

4. The private prison contractor has procured and has in force and effect a policy of liability insurance which will provide coverage in an amount determined by the Department of Corrections for any loss resulting from the acts or omissions of inmates participating in such project or employees of the private prison contractor and for any injuries occurring to the inmates or employees; and

5. The use of federal inmates for public works projects will be in strict compliance with the provisions of Section 4002 of Title 18 of the United States Code and any other applicable provisions of federal law.

~~F.~~ H. A private prison contractor housing federal inmates or inmates of another state shall be responsible for the reimbursement of all reasonable costs and expenses incurred by this state or a political subdivision of this state for legal actions brought in this state by or on behalf of any federal inmate or inmate of another state while incarcerated in the facility, including court costs, sheriff mileage fees, witness fees, district attorney expenses, expenses of the office of Attorney General, indigent or public defender fees and costs, judicial expenses, court reporter expenses and any other costs, fees, or expenses associated with the proceedings or actions.

~~J.~~ ~~As used in this section, unless federal custody status is specified, security level restrictions shall refer to the security levels applicable to inmates in institutions within the Department of Corrections, as determined by policy of the Department of Corrections, unless the Department of Corrections approves more restrictive levels of security as prescribed by the private prison contractor. Private prison contractors housing federal inmates or inmates of another state shall be bound by such security level classifications.~~

~~K.~~ I. A private prison contractor shall not house inmates from this state with federal inmates or inmates from another state, unless segregated or otherwise housed in such a manner as to satisfy the Director of the Department of Corrections.

~~L.~~ J. The State of Oklahoma shall not assume jurisdiction or custody of any federal inmate or inmate from another state housed in a facility owned or operated by a private prison contractor. Such inmates from another state shall at all times be subject to the jurisdiction of that state and federal inmates shall at all times be subject to federal jurisdiction. This state shall not be liable for loss resulting from the acts of such inmates nor shall this state be liable for any injuries to the inmates.

K. Prior to contracting for the housing of any federal inmate or inmate from another state, the private prison contractor shall give the Department of Corrections first right to contract for placement of inmates under the custody of the Department of Corrections in the available capacity of the private prison facility.

L. Prior to housing maximum security inmates in the custody of the United States or another state, the private prison contractor shall receive authorization from the Department of Corrections to house maximum security inmates at the facility. Authorization granted by the Department of Corrections shall be based on facility design and physical plant security requirements consistent with standards established by the American Correctional Association or the physical plant security requirements of the Department at Department-operated maximum security facilities. Upon request by a private prison contractor for all or a part of a facility to be granted authorization to house maximum security inmates, the Department shall complete an assessment within thirty (30) days. The assessment shall either result in authorization being granted to the private prison contractor or shall provide detailed requirements that shall be met by the facility in order for authorization to be granted.

M. At least ten (10) business days prior to the transfer of inmates who are in the custody of the United States or another state to a private prison facility operating in the State of Oklahoma, the private prison contractor shall provide the Department of Corrections with the following information:

1. The number of inmates to be transferred;
2. The name of each inmate to be transferred;
3. The date of transfer of the inmate;

4. The security level of each inmate to be transferred, as determined by the sentencing state;

5. The facility to which the inmate shall be transferred; and

6. The criminal history and institutional behavioral record for each inmate.

The information provided pursuant to this subsection shall not be public record until the transfer of the inmate is complete. The records shall thereafter be made public only to the extent required by state law.

N. The Department of Corrections shall have thirty (30) days after receipt of the information required in accordance with subsection M of this section to determine whether an inmate transferred to a private prison facility is compliant with the conditions of subsection A or B of this section. If the Department determines that an inmate housed at a private prison facility is not compliant with the conditions provided for in subsection A or B of this section, the Department shall notify the private prison contractor. Notification by the Department shall include the name of the inmate and reason why the inmate does not qualify to be housed at the facility to which the inmate has been transferred or housed within the State of Oklahoma. The private prison contractor shall either provide supplemental information verifying compliance with subsection A or B of this section, or shall transfer the inmate out of the State of Oklahoma within thirty (30) days of receiving said notification from the Department. Failure of the Department to review the inmate information provided pursuant to subsection M of this section shall not prevent the transfer of inmates into the State of Oklahoma for housing at a private prison facility.

SECTION 5. AMENDATORY 57 O.S. 2001, Section 563.3, as last amended by Section 1, Chapter 147, O.S.L. 2008 (57 O.S. Supp. 2008, Section 563.3), is amended to read as follows:

Section 563.3 A. All private prison contractors and vendors operating in Oklahoma shall provide construction plans to the Department of Corrections for approval prior to commencement of construction of any new physical plant or addition to existing facilities. Approval shall be based on applicable American Correctional Association construction standards. Any private prison contractor or vendor that fails to comply with the requirements of

this subsection shall be penalized according to the provisions of subsection E of this section.

B. A private prison contractor which does not have a contract with the Department of Corrections, but which houses federal inmates or inmates of another state, within two (2) months of commencing operations and thereafter as required by the Department of Corrections, shall:

1. Obtain from the Department of Corrections approval of all emergency response plans and the internal and perimeter security of the facility of the private prison contractor. All emergency plans for the private prison facility shall be approved by the Department of Corrections annually on July 1 and within thirty (30) days of any subsequent change or modification to any plan. Such approval shall be given only if the Director of the Department of Corrections determines that the security and emergency response plan are adequate to protect the public;

2. Show, to the satisfaction of the Department of Corrections, that adequate food, housing and medical care shall be available for inmates, that the facility will have the necessary qualified personnel to operate the facility, that the financial condition of the private prison contractor is such that the facility can be operated adequately, and that the facility has the ability to comply with applicable court orders and American Correctional Association standards;

3. Furnish to the Department of Corrections satisfactory proof that the private prison contractor has obtained insurance or is self-insured, in such a manner and in such an amount as the Director of the Department of Corrections, after consulting with the Risk Management Administration, may deem necessary and adequate to reimburse this state or a political subdivision of this state, for expenses arising from any incident which occurs at said prison or which requires intervention by this state or a political subdivision of this state. Such insurance, in addition, shall be in an amount sufficient to indemnify this state and its officers and employees, for any liability or other loss, including property damage, judgments, costs, attorney fees or other expenses arising from the operation of the facility, and such facility shall in any event and regardless of the amount of insurance available indemnify and hold harmless this state and its officers and employees, for any and all acts of prison inmates, and/or all officers, employees and stockholders of such private prison contractor for any liability

arising out of acts of said inmates, officers, employees and stockholders of such private prison contractor in relation to the operation of the facility. The insurance required by this paragraph shall not provide coverage for more than one facility. If the private prison contractor owns or operates more than one facility, separate insurance coverage shall be obtained or provided for each facility;

4. Obtain written authorization from the governing board of any municipality in which the facility is to be located, or if the facility is not to be located within a municipality, written authorization from the board of county commissioners of the county in which the facility is to be located; and

5. Ensure every employee or prospective employee of the private prison contractor has submitted through the Department of Corrections a national criminal history records check, as defined by Section 150.9 of Title 74 of the Oklahoma Statutes. The private prison contractor is hereby authorized to reimburse employees for the cost of the search. The record required by this paragraph shall include the name of the person, whether or not said person has been convicted of any felony offense, a list of any felony convictions, and the dates of such convictions. The search records from national criminal history records checks shall be maintained by the Department of Corrections. The Department of Corrections shall not disseminate any national criminal history records information to a private entity.

~~B~~ C. A private prison contractor which does not have a contract with the Department of Corrections, but which houses federal inmates or inmates of another state shall attain accreditation by the American Correctional Association within three (3) years of commencing operation of the facility and thereafter shall maintain such accreditation.

~~C~~ D. The Department of Corrections shall monitor the performance of the private prison contractor and the continued compliance of the private prison contractor with the provisions of ~~subsections A and B of this section and Section 563.2 of this title~~. If at any time after commencing operations, a private prison contractor, that is subject to the provisions of subsection A B of this section, fails to comply with any of said provisions, the Director of the Department of Corrections may order the facility to cease operations. If a private prison contractor fails to attain or maintain the accreditation required by subsection ~~B C~~ of this

section, the Director of the Department of Corrections shall order the facility to take corrective action pursuant to the Department of Corrections monitoring plan and, if corrective action is not pursued with due diligence, shall order the facility to cease operations. This order may be enforced by injunction issued by a district court of this state.

~~D.~~ E. If the requirements provided for in this section are not followed, the Director may recommend that the State Board of Corrections assess the private prison contractor at least one-half (1/2) the per diem rate up to but not to exceed the full per diem rate paid by the jurisdiction or jurisdictions to the private prison contractor for the period of time a violation of subsection A of this section continues and is not corrected with due diligence or when the Department of Corrections has identified other physical plant security deficiencies based on American Correctional Association standards and such deficiencies continue and are not corrected with due diligence. The penalty provided for in this subsection shall not preclude the Director from ordering the facility to cease operations.

F. The Department of Corrections may charge the private prison contractor a reasonable fee for any services provided by the Department staff to include, but not limited to, the costs of monitoring compliance with the provisions of paragraphs 1 and 2 of subsection A B of this section. The fee shall not exceed the cost incurred in performing the monitoring.

~~E.~~ G. The Department of Corrections shall promulgate and adopt rules for the implementation of this section.

~~F.~~ H. All fees collected by the Department of Corrections pursuant to this section shall be deposited with the State Treasurer to the credit of the Department of Corrections Revolving Fund.

SECTION 6. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 3119 of Title 74, unless there is created a duplication in numbering, reads as follows:

Any statewide organization limited to state employee membership with a minimum membership of two thousand dues-paying members and serving employees of a state agency including, but not limited to, the Department of Corrections, may annually send one general mailing to all state employees and shall pay for the total cost of the mailing. The Office of State Finance and any qualifying

organization under this section shall agree on the method of providing a list of the names and addresses of the state employees to accomplish the mailing, while preserving the confidentiality of the list. Such an agreement may include providing the list to a third party in the business of providing mailing services if the third party agrees to maintain the confidentiality of the list. The State of Oklahoma shall not be held responsible or be liable to employees for providing the names and addresses as provided herein.

SECTION 7. It being immediately necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, by reason whereof this act shall take effect and be in full force from and after its passage and approval.

Passed the House of Representatives the 22nd day of May, 2009.

Presiding Officer of the House of
Representatives

Passed the Senate the 26th day of May, 2009.

Presiding Officer of the Senate