

FLOOR AMENDMENT
HOUSE OF REPRESENTATIVES
State of Oklahoma

SPEAKER:

CHAIR:

I move to amend SB116
Page 1 Section 1 Lines 17
Of the printed Bill
Of the Engrossed Bill

By removing Section 1 from the bill in its entirety and inserting in lieu thereof, a new Section 1 to read as follows:

(see attached)

AMEND TITLE TO CONFORM TO AMENDMENTS

Adopted: _____

Amendment submitted by: Jon Echols

Reading Clerk

1 "SECTION 1. AMENDATORY 57 O.S. 2011, Section 563.2, is
2 amended to read as follows:

3 Section 563.2 A. Except as provided for in subsection B of
4 this section, a private prison contractor may contract with the
5 federal government or another state to provide for housing, care and
6 control of inmates, as provided in this section, who are in the
7 custody of the United States or another state, except for inmates
8 who have histories of escape from medium or maximum security level
9 correctional facilities for adults, who have a felony conviction for
10 rioting, who are sentenced to terms of incarceration for conviction
11 of a sex-related offense, or who are incarcerated with a sentence of
12 death, within a facility owned or operated by the private prison
13 contractor. Private prison contractors shall not provide for the
14 housing, care and control of detainees designated as enemy
15 combatants by the federal government, or who are under federal,
16 state or local investigation, charge, or conviction for crimes of
17 international terrorism or conspiracy to commit international
18 terrorism or acts of hostile aggression against the United States or
19 allies of the United States. Such private prison contractor may
20 perform other functions related to such responsibilities.

21 B. A private prison contractor operating a facility on January
22 1, 2004, at twenty-five percent (25%) or less capacity may contract
23 with the federal government or another state to provide for housing,
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1 care and control of inmates provided the facility would be allowed
2 to house the same type of inmates if contracting with this state.

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

7 D. 1. A private prison contractor shall not employ any
8 personnel convicted of a felony if the person has been incarcerated
9 in the private prison facility for which an application for
10 employment is being considered; provided, a private prison
11 contractor may employ personnel convicted of drug-related felonies
12 who have been rehabilitated for programs for drug or other substance
13 abuse rehabilitation for inmates of the facility.

14 2. Any personnel of a facility owned or operated by a private
15 prison contractor, except any person convicted of a felony offense,
16 shall be authorized to carry and use firearms while in the
17 performance of their official duties only in the manner provided in
18 this subsection and only after completing training approved by the
19 Council on Law Enforcement Education and Training. The Council on
20 Law Enforcement Education and Training may charge a reasonable fee
21 for its cost of evaluating firearms training for private prison
22 personnel. Private prison personnel shall only be authorized to use
23 firearms for the following purposes:
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1 Department of Public Safety, the county sheriff and, if the facility
2 is located within the boundaries of a municipality, the police
3 department of the municipality.

4 6. The Department of Corrections shall designate facilities
5 operated by the Department to provide support in the event of a
6 riot, escape or other serious emergency. Personnel from the
7 facility shall inform the Department of Corrections, pursuant to
8 Department policy, if there is any incident. The Department of
9 Corrections is directed to respond on behalf of public safety of
10 this state. The private prison contractor shall provide the
11 Department of Corrections access to the facility and secure facility
12 space to establish a command post, including provisions for
13 telephone and fax access. Any emergency response provided by any
14 state or local law enforcement agency shall be at the sole expense
15 of the private prison contractor/operator. Each responding agency
16 shall submit a written invoice detailing costs incurred which shall
17 be paid within thirty (30) days of receipt by the private prison
18 contractor/operator.

19 E. If an inmate is to be released or discharged from
20 incarceration, is released or discharged by any court order, is to
21 be placed on probation, is paroled, or if the federal government or
22 sending state requests transfer or the return of the inmate, the
23 private prison contractor immediately shall transfer or return the
24 inmate to the sending state which has legal authority over the

1 sentence or, in the case of federal inmates, to the closest federal
2 prison or to the federal authority of the state in which federal
3 custody over the inmate originated.

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

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

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

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

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

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

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

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

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

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

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

21 L. Prior to housing maximum security inmates in the custody of
22 the United States or another state, the private prison contractor
23 shall receive authorization from the Department of Corrections to
24 house maximum security inmates at the facility. Authorization

1 granted by the Department of Corrections shall be based on facility
2 design and physical plant security requirements consistent with
3 standards established by the American Correctional Association or
4 the physical plant security requirements of the Department at
5 Department-operated maximum security facilities. Upon request by a
6 private prison contractor for all or a part of a facility to be
7 granted authorization to house maximum security inmates, the
8 Department shall complete an assessment within thirty (30) days.
9 The assessment shall either result in authorization being granted to
10 the private prison contractor or shall provide detailed requirements
11 that shall be met by the facility in order for authorization to be
12 granted.

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

- 18 1. The number of inmates to be transferred;
- 19 2. The name of each inmate to be transferred;
- 20 3. The date of transfer of the inmate;
- 21 4. The security level of each inmate to be transferred, as
22 determined by the sentencing state;
- 23 5. The facility to which the inmate shall be transferred; and
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1 6. The criminal history and institutional behavioral record for
2 each inmate.

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

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

3 O. The provisions of subsection A, paragraphs 1, 2, 3, 4 and 6
4 of subsection D, paragraphs 2, 3, 5 and 6 of subsection M and
5 subsection N of this section shall not apply to a private prison
6 contractor that has a direct contract with the Federal Bureau of
7 Prisons of the United States Department of Justice for a facility
8 that houses federal inmates and is monitored on-site by federal
9 agency staff."

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