



PRISONER TRANSPORTATION SERVICES, LLC

PO BOX 171078
NASHVILLE, TN 37217
PH: 615.352.9798
FAX: 615.352.9737

JBRASFIELD@PRISONERTRANSPORT.NET

VIA ELECTRONIC MAIL

The Honorable Elizabeth Warren, United States Senate
The Honorable Cory A. Booker, United States Senate
The Honorable Ted Deutch, United States House of Representatives
Congress of the United States
Washington, D.C. 20510

Re: Supplemental Response – Prisoner Transportation Services, LLC (“PTS”)

Dear Senator Warren, Senator Booker and Congressman Deutch:

In response to the request of Zak Doenmez, Legislative Correspondent for Senator Elizabeth Warren, please allow this letter to supplement the initial response of PTS provided on March 14, 2019 to your letter of February 27, 2019. Although certain of the documents and some of the information specifically requested by your letter cannot be provided in the timeframe required or are subject to ongoing litigation, PTS remains committed to cooperating with your inquiry and providing meaningful responses to your questions.

To that end, PTS hereby supplements its initial response as follows:

1. PTS is aware of five (5) individual inmates that have died in its custody over the last sixteen (16) years (2003 – 2019). The circumstances, even though in some respects disputed, have been previously and publicly reported on concerning the deaths of Steven Galack (2012), Denise Isaacs (2014), William Weintraub (2014), William Culpepper, Jr. (2016) and Kevin Eli (2017). In addition, a sixth inmate, Carson Eldridge, passed away at Wellstone Kennestone Hospital on or about January 3, 2019 as a result of pancreatic cancer.

2. While PTS is not able to provide data going back more than eleven (11) years on the number of inmates that have experienced a “medical emergency” or required “medical attention” while in its care, it has sought to continue to update and improve its policies and procedures and training of its agents regarding such. Furthermore, responding to these requests would thus be impractical given [a] the length of the time period requested and the hundreds of thousands of inmates that have been transported during such time and [b] that there are no agreed-upon definitions or methodologies for what would qualify as a “medical emergency” or needing “medical attention.” Notwithstanding these limitations, enclosed as Exhibit A are the applicable policies and procedures regarding the collection of information about the medical needs of individuals in the custody of PTS and the handling and administering of prescription medications and reporting medical emergencies.



3. PTS is aware of six (6) individual inmates that have reported being sexual assaulted or abused while in the custody of PTS. Enclosed as Exhibit B are the applicable policies and procedures regarding sexual assault.

4. With respect to the requested contracts between PTS and any federal, state or local law enforcement agency for the transportation of arrestees and prisoners, since 2016, PTS has provided transportation services to more than 1,500 law enforcement agencies. Such contracts can be [a] required as a part of the procurement process (attached to a request for proposal or procurement process); [b] proposed by PTS as its contract; [c] negotiated from the basis of PTS's form contract; or [d] incorporated into a purchase order. While it would be unduly burdensome, if not impractical, to locate and provide copies of all of these contracts, attached as Exhibit C is PTS's form contract.

5. PTS does not hold any contracts with private prison companies for the transportation of arrestees and prisoners.

6. PTS is regularly audited by the Federal Motor Carrier Safety Association whereby PTS's safety management controls are reviewed to ensure compliance with applicable Federal Motor Carrier Safety Regulations, Hazardous Materials Regulations, and related record-keeping requirements. In addition, the company periodically engages a DOT consultant for various internal reviews. PTS also engages the services of a consultant to review driver logs daily in order to help ensure that DOT drive times are being followed (taking into account that prisoners must be housed in a facility that has room to house and will accept the inmates). The last audit of PTS was in the Fall of 2016 and PTS received a satisfactory rating, the highest rating awarded. Finally, in addition to the investment in Electronic Logging Devices by PTS, over the last two (2) years, the company has invested, and continues to invest, significantly in technology, including developing proprietary software systems to help monitor and review agent vehicle operation.

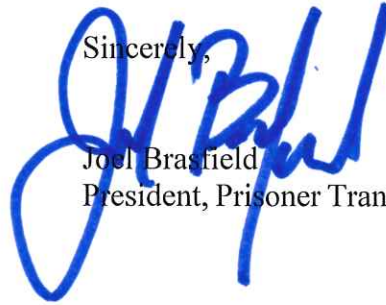
While PTS operates in an extremely complex industry, and under difficult circumstances, it strives day in and day out to conduct business in compliance with all applicable laws and regulations, industry standards and internal policies and procedures. It is important to understand that many of the complaints that have been levied against PTS, or the incidents that have occurred with inmates in its care, are not unique to private transport companies. Similar issues are routinely experienced by the United States Marshalls and throughout the federal prison transportation system. Despite the challenges of this industry, safety and compliance are of the utmost importance to us. We are committed to doing things right and being an industry leader in developing and implementing best practices as this industry grows and evolves.

As we previously conveyed, PTS appreciates your willingness to better understand the issues surrounding the private prisoner transportation industry. We are more than willing to meet with you in an attempt to engage in a meaningful discussion about how to further improve this important function serving the state and local law enforcement community, while ensuring that inmates, agent staff and the general public are protected.



Should you have questions, need additional information or prefer to meet or discuss further, please do not hesitate to contact me at (615) 352-9798.

Sincerely,



Joel Brasfield
President, Prisoner Transportation Services, LLC

cc: Charles Robert Bone, Esq.



Exhibit A

Medical Treatment

Any prisoners who are injured while in US Corrections custody will be afforded adequate medical treatment as soon as it is safe and practical to do so, including any emergency medical transport and treatment.

Maintaining Control of Subjects in Custody

US Corrections Officers will maintain control of all prisoners in their custody at all times.

- At no time will prisoners be allowed outside of the secured prisoner compartment of the transport vehicle without adequate officer supervision.

When escorting prisoner(s) to or from the transport vehicle, officers should walk behind the prisoner(s) in order to maintain visual control. In cases where multiple prisoners are being moved to or from a transport vehicle, prisoners will be instructed to walk in a single file line with at least one officer at the rear of the line.

When escorting male and female prisoners to or from the transport vehicle, female prisoner(s) will be placed at the rear of the single file line with at least one officer at the rear of the line behind the female prisoner(s).

- At no time will prisoners be allowed to loiter in sally ports or booking areas of correctional facilities we are visiting. When officers must take prisoners into those areas, the prisoners will be instructed to line up on a wall or other area as permitted by the facility in order to maintain control and minimize US Corrections' impact on that facilities operations.

Violent or Combative Prisoners

In cases where prisoners become violent or combative, every effort should be made to protect officers and other prisoners from injury. Whenever possible violent or combative prisoners should be placed in a secure "segregation" area of the prisoner compartment so they may not have the opportunity to injure other prisoners.

In cases where a "segregation" area is not available in the transport vehicle, officers may use reasonable force in accordance with the law and US Corrections directives to establish control of the violent or combative prisoner.

- At no time will officers move prisoners to the non-secure compartment of a transport vehicle such as the bunk area or passenger seat to free up a segregation area. Prisoners may ONLY be transported in the secure prisoner compartment of the transport vehicle.

Prisoner Medication

Purpose

It is the purpose of this directive to ensure the health and welfare of prisoners in the custody of US Corrections who have medical conditions requiring medications. This directive establishes guidelines to be followed by US Corrections employees when taking custody of and dispensing medications.

Policy

It is the policy of US Corrections, LLC to take custody of and dispense, as directed, any approved medications prescribed to prisoners that have been medically screened and approved for transport. Medications taken on board any US Corrections transport vehicle will be stored in a secure area away from the prisoner compartment and access will be restricted except from authorized personnel.

At no time will prisoners have access to their medications between prescribed doses, with the exception of:

- An asthma inhaler for asthmatics
- Nitro glycerin pills for prisoners with a heart condition.

Prohibited Medications

US Corrections will not take possession of or dispense certain powerful narcotics to prisoners in our custody. Narcotics such as powerful pain medication or sleeping pills will not be given to prisoners while in transit due to the increased risk of in custody death.

Transportation Requirements

Due to the unpredictable nature of extradition operations, all prisoners taken into custody by officers of US Corrections should have a 10 day minimum supply of prescribed medications.

In cases where a prisoner may be travelling extended distances that may result in more than 10 days in US Corrections Custody, officers should request additional medications to ensure the prisoner has enough medication for the duration of his or her trip.

Dispensing Medications

At no time will officers deviate from the directed dose when dispensing medications. When dispensing medications to prisoners, officers will dispense the medications only as directed on the packaging or as described in the provided medical paperwork.

All medications given will be documented on the prisoner status report with the time, date and dosage given.

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The officer dispensing the medication will initial the appropriate block on the prisoner status report and the prisoner will be asked to sign for all medications given or refused at the time of delivery to the destination agency.

Medications Not Provided

In those instances where correctional facilities do not provide medication for prisoners being extradited, officers should request a prescription from the facility's medical department. Any prescriptions are to be filled at the nearest retail pharmacy and may be done at US Corrections' expense.

- If the facility does not provide either the prisoner's medication or a prescription, officers should contact their trip manager to determine the appropriate course of action.

In general; *US Corrections will not take custody of or transport prisoners without required medications. These situations should be handled on a case by case basis considering the type of medication and the illness it is needed for; as well as the duration of the prisoner's travel to his or her final destination.*

Insulin Dependent Diabetics

Prisoners requiring daily doses of insulin will be flown or handled as a medical "flex" move whenever practically possible. *Moves of insulin dependent prisoners over ground are generally discouraged and will be considered on a case by case basis.*

Factors to be considered:

1. Duration of trip and distance travelled (Within 100 mile ground move limit)
2. The type of insulin the prisoner is using
3. The method by which the insulin is taken (syringe or auto injector, etc.) and;
4. Any other medical conditions that the prisoner may have that could contribute to a medical emergency.

For those prisoners that are transported and require insulin doses from a syringe or auto injector, arrangements must be made for the prisoner to have the insulin administered prior to transport whenever possible. In other cases, such as emergencies the transporting officers are to go to the nearest hospital or stop at a secure correctional facility to allow the prisoner to inject his or her insulin if required. *All stops to facilitate insulin injections will be documented on the prisoner status report with the date, time and location of the stop as well as the dosage the prisoner used.*

When stopping at correctional facilities to allow a prisoner to inject insulin, the prisoner will be placed in a secure area such as a holding cell or medical ward. Medical staff should be requested to assist/observe if available.

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Prisoners requiring insulin will have their blood sugar levels checked prior to transport with a glucometer. Prisoners with unusually high or low blood sugar levels or prisoners who have a history of refusing to take their insulin will not be transported.

Asthma Inhalers

Generally, prisoners with asthma who are prescribed an inhaler, will be allowed to keep their inhaler on their person in order to use as needed. Asthma inhalers will be kept in a pocket or similar location that can be easily reached by the prisoner when needed.

Documentation

All medications provided to officers of US Corrections will be documented on the prisoner status report.

In cases where the medications are too numerous to be documented on the prisoner status report, a separate sheet of paper should be used and attached to the prisoner status report.

Officers will account for and verify every article of medication and list the number of pills or tablets provided for each prisoner. Each time medications are dispensed it should be documented on the prisoner status report.

Over the Counter Medications

Over the counter medications such as aspirin, ibuprofen, acetaminophen, etc. may be given to prisoners at the officer's discretion. Any over the counter medications given to prisoners will be given only as directed by the instructions on the packaging and will be documented on the prisoner status report in the same manner as a prescription medication with a description of the reason given.

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Medical Emergencies

Policy

If a prisoner becomes ill during transport and needs medical attention, Officers shall notify trip management and local authorities immediately.

- If the non-emergency number for local emergency personnel is known it should be used.
- If the non-emergency number is not known, officers should call 911 for assistance.

Officer Responsibilities

In the event of a medical emergency, the Officer's priority should be getting medical treatment as soon as possible. This may require contacting local authorities prior to notifying the US Corrections chain of command. When notifying the US Corrections chain of command Officers will use the "Emergency Phone Tree" included in this section of the manual.

When utilizing the Emergency Phone Tree, Officers will not jump the chain of command except on occasions when the person they are calling cannot be reached in a reasonable timeframe.

When speaking to local authorities or the chain of command, officers should remain calm and professional and relay the following information.

1. Identify themselves as an extradition officer transporting prisoners
2. Provide their current location
3. Describe the nature of the medical emergency

Officers shall coordinate with local authorities and medical personnel. If required, Officers will reroute to an appropriate secured facility to receive medical assistance.

If the Prisoner is experiencing a serious medical emergency and must be transported to a non-secure medical facility, such as a hospital emergency room, arrangements must be made with local law enforcement to respond in an effort to ensure appropriate security on the scene.

It is the policy of USC to provide necessary medical treatment to prisoners. Medical treatment may never be denied to a prisoner who is experiencing a bona fide medical emergency. Any employee who denies a prisoner medical treatment will be subject to termination, civil litigation and/or criminal prosecution.

Financial Responsibility

When a prisoner experiences a medical emergency and requires medical treatment, payment for any medical treatment provided will be the prisoner's responsibility. If the prisoner has insurance, that insurance information will be provided to US Corrections and passed on to the customer for resolution.

At no time will Officers provide US Corrections' contact information for the billing of medical treatment to a treatment facility without authorization from trip management.

Exhibit B

Prison Rape Elimination Act (PREA)

Policy

US Corrections has zero tolerance relating to any sexual abuse, sexual assault or rape of offenders, in any such event, USC recognizes these offenders as crime victims. USC will immediately respond to allegations, fully investigate reported incidents, pursue disciplinary action, and refer for investigation and prosecution those who perpetrate such conduct.

Definitions

1. **Administrative Investigation** – Any agency investigation that is not conducted for the purpose of law enforcement or criminal prosecution.
2. **Offender** – Any individual in the custody or under the supervision of USC or its contracted service providers.
3. **PREA Coordinator** – The official responsible for the coordination and compliance monitoring of the Prison Rape Elimination Act of 2003 at PTS.

Sexual Misconduct

PREA covers incidents of non-consensual sexual acts, offender on offender sexual abuse, and staff sexual misconduct and harassment.

Non-consensual Sexual Act: An incident in which one or more of the following acts occurs without the offender's consent or the offender is unable to consent or refuse. USC does not acknowledge any sexual act involving a staff member as consensual.

- Contact between the penis and the vagina or the penis and the anus involving penetration, however slight. It does not include kicking, grabbing, or punching genitals when the intent is to harm rather than sexually exploit;
- Contact between the mouth and the penis, vagina, or anus; and
- Penetration of the vagina or anus of another person by hand, finger, or other object.

Offender on Offender Sexual Abuse: Sexual contact between offenders without the offender's consent, or in which the offender is unable to consent or refuse. This includes one or more of the following behaviors:

- Intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of the victim.
- Sexual contact does not include kicking, grabbing, or punching genitals when the intent is to harm or debilitate rather than sexually exploit.

Staff Sexual Misconduct: Any behavior or act of a sexual nature directed toward an offender by an employee, volunteer, contractor, official visitor, or other agency representative; sexual relationships of a romantic nature between staff and offenders are included in this definition. Consensual or nonconsensual sexual acts are defined as follows:

- Intentional touching of the genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, arouse, or gratify sexual desire;

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- Completed, attempted, threatened, or requested sexual acts; and
- Occurrences of indecent exposure, invasion of privacy, or staff voyeurism for sexual gratification.

Staff Sexual Harassment: Repeated verbal statements or comments of a sexual nature to an offender by an employee, volunteer, contractor, official visitor, or other agency representative. Behaviors may include:

- Demeaning references to gender or derogatory comments about body or clothing; and
- Repeated profane or obscene language or gestures.

Staff Responsibilities

The PREA coordinator is responsible for oversight of all Prison Rape Elimination Act (PREA)-related activities. The PREA coordinator will:

1. Coordinate and develop procedures to identify, monitor, and track sexual misconduct incidents involving prisoners in USC custody;
2. Maintain related statistics;
3. Supervise the PREA investigator; and
4. Conduct audits to ensure compliance with USC policy and the Prison Rape Elimination Act of 2003.
5. Coordinate/program PREA-related activities;
6. Ensure program compliance with training requirements,
7. Coordinate activities with the PREA trainer, and
8. Track and report PREA statistical data.

The PREA investigator will conduct administrative investigations of alleged incidents of sexual misconduct in cooperation with law enforcement as needed.

Offender Reporting

Offenders who are victims of or have knowledge of sexual misconduct should immediately report the incident to a staff member. Offenders are not required to go through the informal resolution step to report allegations of sexual misconduct. USC staff will process such grievances as a high priority to the USCPREA coordinator.

Offenders are not required to file written reports; however, staff who receive verbal reports from offenders are required to file written incident reports as set forth in this policy.

False Reporting

Substantiated deliberately malicious or false reports by offenders or other parties will result in disciplinary action or criminal charges.

Retaliation

Retaliation against offenders, employees, or other parties for reporting sexual misconduct will not be tolerated. Those who retaliate may face disciplinary action, up to and including dismissal for employees.

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Prevention

All staff and offenders will be alert to signs of potential situations in which sexual misconduct might occur. Signs may include:

1. Staff/offenders being overly friendly;
2. Offering money, extra food, favors, etc.
3. Security threat group activity.

All personnel will identify, assess, and manage offenders with special needs, including those who are potentially vulnerable and potentially dangerous, to provide safe seating during transport and adequate protection.

Intervention

Staff who receive an initial report of sexual misconduct will ensure that the initial evidence is verified. After the evidence is verified, staff will:

1. Separate the victim from the alleged assailant to protect the victim and prevent further violence;
2. Promptly intervene on the victim's behalf to ensure prompt medical and psychological assistance, as appropriate to victim's needs and the circumstances of the alleged offense; and
3. Refer the victim for an assessment for potential risk of suicide.

Psychological trauma may occur to individuals other than the victim of sexual misconduct. Mental health staff must be available to support and assist those in need.

The OIC must refer victims of sexual misconduct to the destination agency. Officers will refer incidents of sexual misconduct to the OIC immediately who will in turn notify the Nashville Headquarters Office.

- Anytime an offender reports sexual misconduct the victim must be taken to the first available emergency room for examination.

Examination of Sexual Assault Victims

With the victim's permission, USC staff will immediately transport the victim to the closest medical facility to evaluate and treat sexual assault/rape victims.

If the alleged sexual misconduct is reported more than 72 hours after the incident with the victim's permission, USC staff will still take the victim to the closest medical facility to evaluate and treat sexual assault/rape victims.

If the victim refuses medical or mental health attention following a sexual misconduct incident or allegation, staff will document the refusal on the Medical Treatment Refusal Form.

Offender on Offender Sexual Misconduct

Regardless of its source, USC staff, contract employees, and volunteers who receive information concerning offender on offender sexual misconduct, or who observe an incident of offender on offender sexual misconduct, or have reasonable cause to suspect an offender is a victim of sexual misconduct,

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must immediately report the information or incident directly to their immediate supervisor and/or OIC. The OIC will inform the USCPREA Coordinator immediately.

Staff on Offender Sexual Misconduct

Regardless of its source, USC staff and contract employees who receive information concerning staff on offender sexual misconduct, or who observe an incident of staff on offender sexual misconduct or have reasonable cause to suspect an offender is a victim of sexual misconduct, must immediately report the information or incident directly to the USCPREA Coordinator. The assigned investigator will notify local law enforcement of any criminal findings.

- Any employee who fails to report an allegation, or coerces or threatens another person to submit inaccurate, incomplete, or untruthful information with the intent to alter a report, may face disciplinary action, up to and including dismissal, and possible criminal prosecution.

Security Procedures

Staff will follow appropriate security procedures, which include:

1. Providing mental health and medical assistance for the alleged victim as soon as possible;
2. Separating the victim from the alleged perpetrator;
3. Taking reasonable measures to identify, isolate, and separate witnesses;
4. Securing the incident scene so items cannot be removed or introduced; and
5. Allowing only assigned investigators to assess the scene.
6. Follow Investigative Protocols of Sexual Assaults

The OIC, or designee, will initiate the Sexual Assault Response and Containment Checklist. The completed checklist must be forwarded by fax to the USCPREA Coordinator at 615-352-9737.

USC staff assigned to investigate will submit an incident report, to the USCPREA Coordinator.

Documentation

All staff who witness or have knowledge of alleged sexual misconduct must submit an Incident report before the end of their shift. This includes staff that secured the incident scene, transported offenders, or talked to possible witnesses.

At the completion of a criminal investigation, the PREA investigator, or designee, will notify the USCPREA Coordinator.

Staff Training

USC staff with direct and/or incidental contact with offenders will receive documented PREA training during orientation and annually thereafter.

Training will include, but is not limited to:

- Review of this policy, the Prison Rape Elimination Act (PREA), and any other applicable state or federal laws;
- Prevention, investigation, and prosecution of sexual misconduct;

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- Zero tolerance stance;
- Recognition of sexual misconduct, predatory offenders, potential victims, and/or
- Staff involvement;
- Facility procedures on sharing confidential information;
- Reporting procedures;
- An offender's right to be free from sexual misconduct;
- Offender and employee rights to be free from retaliation for reporting sexual abuse;
- The dynamics of sexual abuse in confinement; and
- Common reactions of sexual abuse victims.

Data Collection/Tracking

The PREA coordinator, or designee, will compile records and report statistical data to the Federal Bureau of Justice on an annual basis as required by the Prison Rape Elimination Act of 2003.

Designated USC staff will retain records including incident and investigative reports, offender information, case dispositions and medical treatment.

Exhibit C

PRISONER TRANSPORTATION CONTRACT

THIS CONTRACT, entered into this ____ day of _____, 20____, between **U.S. Corrections, LLC**, a Tennessee Corporation, (hereinafter referred to as the "Contractor") having its Corporate offices located at 517 hickory Hills Blvd., Whites Creek, TN 37189 and _____ located at _____ (hereinafter referred to as "the Department" or), collectively, "the Parties".

WITNESSETH

The parties, for and in consideration of the covenants and agreements set forth herein to be kept and performed by and between the parties, for the term and under the conditions hereinafter set out, agree and contract as follows:

GENERAL PROVISIONS

1. This agreement shall be for inmate transportation services.
2. Upon the Department's request, agents of the Contractor shall assume custody of prisoners committed to the custody of the Department and provide transportation of said prisoners from and to locations designated by the Department.
3. In assuming custody of such prisoners, the Contractor's agents shall perform their responsibilities for security and control of prisoners in accordance with all state and federal requirements, the Department's written policies and procedures provided to Contractor and any written policies, procedures and directives as may be promulgated in the future and provided to Contractor regarding the use of force and the security and control of prisoners. In the event that there are no written policies and procedures, the Contractor shall follow reasonable, customary operating procedures.
4. In the event of unusual incidents, emergencies, and/or controversial situations which arise in the performance of their services to the Department, the Contractor's agents shall report such incidents to the Department in accordance with the Department's written directives. For purpose of this paragraph "unusual incident, emergency, or controversial situations" are defined as any act of violence by a prisoner or other passengers, any escape or attempted escape of a prisoner or any other breach of security, any excessive delay in the transportation of a prisoner, any mechanical failure that would normally require formal reports to the cognizant regulatory agency.
5. Agents of the Contractor shall assume custody of such prisoners from authorized agents of the Department, at the location of incarceration determined by the parties to be suitable for such purpose, to transport such prisoners to their destination or other specified location. Upon arrival, Contractor shall surrender custody of such prisoners to the Department or to the law enforcement agency as designated by Department. The Department shall have the right to cancel its pick up order within twenty-four (24) hours after placing the order. If the Contractor is in route or attempts

to pick up a prisoner and that pick up is canceled for any reason by the Department, shall pay a cancellation fee that equals 50% of the final contracted price for that trip.

6. To ensure that prisoners are surrendered by the Contractor to the custody of the Department or its duly authorized agents, corroborative identification of Department personnel designated to accept custody of the prisoners shall be presented to the Contractor's personnel at the place and time of surrender of custody. The Contractor shall not surrender custody of prisoners without first verifying the identification of persons to whom custody of prisoners is being transferred.
7. In the event of delay, whether or not beyond the Contractor's control, including inclement weather or mechanical malfunctions, the Contractor shall provide for all prisoner costs, except medical, related to such delays including, but not limited to, food and lodging.
8. All prisoners' medical costs, including, but not limited to, the costs of transportation to or from any medical facility shall be paid by the Department. The Contractor is authorized to obtain emergency and/or medical treatment for prisoners whenever the Contractor deems necessary. All prisoner medical costs incurred pursuant to this agreement shall be reported to the Department for payment or reimbursement. Contractor shall not be liable for medical costs associated with pre-existing medical conditions while in Contractor's custody.

TRANSPORTATION OF INDIVIDUALS WITH MEDICAL OR POTENTIAL MEDICAL ISSUES

As seemingly minor medical conditions can worsen or require immediate medical attention during extended ground trips, Contractor reserves the right to refuse to transport persons with medical conditions at its discretion. When medical conditions of the prisoner is prohibitive to ground transport, Contractor will offer the requesting agency escorted transport by commercial air at applicable rates if a written release for such travel is available from licensed medical personnel.

Medical conditions that exclude persons from ground transport eligibility include, but are not limited to, the following:

1. Cardiovascular problems requiring medication or prescribed procedures;
2. Diabetics whereby prescribed medication must be injected and/or refrigerated;
3. Epilepsy whereby seizure activity is not adequately controlled;
4. Pregnancy;
5. Fractured bones requiring casts or braces designed to immobilize injured areas;
6. Critical wounds;

7. Communicable diseases or any other medical condition that may place the passenger, transport personnel and other passengers at risk;
8. HIV positive or AIDS;
9. Inmates in excess of 280lbs will require additional charge for transport;

In any case not covered above, or in which the holding agency has not accurately advised the requesting agency and/or Contractor of the prisoner's medical condition, the Parties agree that the Contractor's Officer-In-Charge shall contact Contractor's management for approval PRIOR to accepting custody of the prisoner. The Parties further understand and agree that any such inaccurate disclosure may result in delay or cancellation of the trip and that such cancellation is subject to the cancellation fee set forth above.

METHOD OF COMPENSATION

The method of compensation for ground transportation services provided by Contractor is determined by a per mileage fee. The rate per mile of \$____ is assessed on a one-way ground mileage calculated from the point of pick up to the point of drop off. There is a \$____ minimum charge per prisoner per trip for interstate transports and a \$____ minimum charge per prisoner per trip for intrastate transports.

1. **Transport of Females:** The rate per mile of \$____ is assessed for transportation of female prisoners in addition to all other applicable charges.
2. **Transport of Juveniles:** The rate per mile for the transport of juveniles is assessed on a **case-by-case basis** in addition to all other applicable charges.
3. **Special Requests*:** These moves will be subject to a surcharge of \$____ per occurrence.
4. **Medical and Custom Transports:** Transportation of individuals who have or may have medical issues, require a chase vehicle (High Risk), ambulance, medical staff, or any other out of the ordinary request are priced on a **case-by-case basis**.
5. Any other miscellaneous charges mutually agreed upon apart from medical emergencies (housing fees, administrative fees, etc.) are priced on a **case-by-case basis**.
6. **Stand-By Time/Medical Emergencies**:** If officers are held longer than 1-hour at a facility or hospital, at no fault of the officer, a rate of **\$30/hour per officer** will be added to the costs of the transport.

* Special Requests - Release Dates, Court Dates, Specific Pick-up/Drop-off, IAD,

Short Notice (**Less than 10 days out of State - \$300, Less than 72 hours in-state - \$100**)

** For officers kept longer than 1 hour at hospital or facility due to medical emergency or delay in pick-up/drop off from facility outside of the officers' control.

PAYMENT TERMS

1. Terms

Invoice(s) shall be due and payable by Department to Contractor within **30 Days of Receipt** (Net 30) of Invoice.

2. Remit Payment

Payments to Contractor by Department shall be made out to **U.S. Prisoner Transport** and mailed to:

U.S. Corrections, LLC
Attention: Accounts Receivable
PO Box 171078
Nashville, TN 37217

TERM OF AGREEMENT

The term of this Agreement shall commence upon execution by the Parties above and will run and shall run continuously for a period of one (1) year from such date. This contract shall renew automatically, under the same terms and conditions but under the renewal date's current rate per mile and minimum charge per prisoner per trip, unless written notice of cancellation is received within ninety (90) days in advance of the contract anniversary date. During any term, this agreement may be modified by mutual agreement of the parties.

TERMINATION

Termination upon Breach

(a) **Failure to Pay.** If the Department fails to pay when due any amounts owing under this agreement and that failure continues for five (5) business days, Contractor may terminate this agreement, with immediate effect, by giving notice to the other party.

(b) **Any Other Breach.** If one party commits any material breach or material default in the performance of any obligation under this agreement (other than the Department's obligation to pay money), and the breach or default continues for a period of fourteen (14) business days after the other party delivers notice to the other party reasonably detailing the breach or default, this agreement may be terminated with immediate effect, by giving notice to the first party.

FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control or are inadvisable, commercially impracticable, or illegal including by not limited to acts of God, government restrictions (including the denial or cancellation of any necessary license or certification), wars, insurrections, acts of terrorism, threats of terrorism, civil disorder, labor strikes or disruptions and/or any other cause that is beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure). Contractor reserves the right to refuse to move any Prisoner for any reason. Nothing in this agreement shall be construed to obligate Contractor to accept any move of behalf of the Department under this agreement.

INSURANCE

The Contractor shall at all times maintain during the life of this contract, Commercial General Liability Insurance protecting the Contractor against claims and damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract.

LIMITATION OF LIABILITY

In no event shall Contractor be liable to the Department, whether in contract, tort or otherwise, for any special, indirect, consequential, incidental, or punitive damages. Any damages that Contractor shall be liable due to any loss, damage, claim or expense shall not exceed the value of the costs of the service provided.

ATTORNEYS FEES

In any litigation, arbitration or other proceeding by which one party seeks to enforce its rights under this agreement, whether in contract, tort or otherwise, or seeks a declaration of any rights or obligations under this agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred and any other relief that may be granted.

SEVERABILITY

If any provision of this Agreement shall be held by any Court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be deemed stricken, but the enforceability of all other provisions of this Agreement shall be unimpaired.

LAW AND VENUE

This Agreement shall be deemed to be made and shall be construed in accordance with the laws of the State of Florida. Venue shall be in State or Federal Court, Pinellas County, State of Florida.

SECTION HEADINGS

The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.

OBJECTION TO STATEMENTS

Department's failure to object to any statement, invoice or billing rendered by Contractor within (30) days after receipt thereof shall constitute Department's acceptance with respect thereto and shall render such statement, invoice or billing in account stated between Contractor and Department.

AMENDMENT AND WAIVER IN WRITING

All of the agreements between the parties are included herein and no warranties, expressed or implied, representations, promises or statements, have been made by either party unless endorsed herein in writing. No change, amendment or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this agreement. Neither this agreement nor any provision herein is intended to confer upon any person or entity other than the parties hereto any rights or remedies whatsoever.

NOTICES

Any notices required herein or any communications concerning this agreement must be given in writing and shall be forwarded to the persons identified as follows:

As to Contractor: _____

**U.S. Corrections, LLC
PO Box 171078
Nashville, TN 37217**

As to Department: _____

_____ **County Sheriff's Office**

IN WITNESS WHEREOF, the parties hereto have hereunto executed this contract on the day and year above written.

AS TO DEPARTMENT:

By: _____

Date: _____

AS TO U.S. CORRECTIONS, LLC:

By: _____

Date: _____