



1 correctional facilities for adults, who have a felony conviction for  
2 rioting, who are sentenced to terms of incarceration for conviction  
3 of a sex-related offense, or who are incarcerated with a sentence of  
4 death, within a facility owned or operated by the private prison  
5 contractor. Private prison contractors shall not provide for the  
6 housing, care and control of detainees designated as enemy  
7 combatants by the federal government, or who are under federal,  
8 state or local investigation, charge, or conviction for crimes of  
9 international terrorism or conspiracy to commit international  
10 terrorism or acts of hostile aggression against the United States or  
11 allies of the United States. Such private prison contractor may  
12 perform other functions related to such responsibilities.

13 B. A private prison contractor operating a facility on January  
14 1, 2004, at twenty-five percent (25%) or less capacity may contract  
15 with the federal government or another state to provide for housing,  
16 care and control of inmates provided the facility would be allowed  
17 to house the same type of inmates if contracting with this state.

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

22 D. A private prison contractor shall not employ any personnel  
23 convicted of a felony if the person has been incarcerated in the  
24 private prison facility for which an application for employment is

1 being considered; provided, a private prison contractor may employ  
2 personnel convicted of drug-related felonies who have been  
3 rehabilitated for programs for drug or other substance abuse  
4 rehabilitation for inmates of the facility.

5 Any personnel of a facility owned or operated by a private  
6 prison contractor, except any person convicted of a felony offense,  
7 shall be authorized to carry and use firearms while in the  
8 performance of their official duties only in the manner provided in  
9 this subsection and only after completing training approved by the  
10 Council on Law Enforcement Education and Training. The Council on  
11 Law Enforcement Education and Training may charge a reasonable fee  
12 for its cost of evaluating firearms training for private prison  
13 personnel. Private prison personnel shall only be authorized to use  
14 firearms for the following purposes:

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

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

22 The Department of Corrections is authorized to provide training  
23 to personnel of the private prison contractor, pursuant to contract.  
24 The Department of Corrections shall charge a reasonable fee for the

1 training, not to exceed the cost of such training. The provisions  
2 of this subsection shall not be construed to confer peace officer  
3 status upon any employee of the private prison contractor or to  
4 authorize the use of firearms, except as provided in this  
5 subsection. All private prisons operating in this state shall  
6 prepare a written emergency plan and mutual aid agreement between  
7 the private prison facility and state and local law enforcement  
8 agencies, including the Department of Corrections and the Department  
9 of Public Safety. If an inmate escapes from the facility, or in the  
10 event of any riot or other serious disturbance, personnel from the  
11 facility immediately shall inform the Department of Corrections, the  
12 Department of Public Safety, the county sheriff and, if the facility  
13 is located within the boundaries of a municipality, the police  
14 department of the municipality. The Department of Corrections shall  
15 designate facilities operated by the Department to provide support  
16 in the event of a riot, escape or other serious emergency.  
17 Personnel from the facility shall inform the Department of  
18 Corrections, pursuant to Department policy, if there is any  
19 incident. The Department of Corrections is directed to respond on  
20 behalf of public safety of this state. The private prison  
21 contractor shall provide the Department of Corrections access to the  
22 facility and secure facility space to establish a command post,  
23 including provisions for telephone and fax access. Any emergency  
24 response provided by any state or local law enforcement agency shall

1 be at the sole expense of the private prison contractor/operator.  
2 Each responding agency shall submit a written invoice detailing  
3 costs incurred which shall be paid within thirty (30) days of  
4 receipt by the private prison contractor/operator.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

- 6 1. The number of inmates to be transferred;
- 7 2. The name of each inmate to be transferred;
- 8 3. The date of transfer of the inmate;
- 9 4. The security level of each inmate to be transferred, as  
10 determined by the sentencing state;
- 11 5. The facility to which the inmate shall be transferred; and
- 12 6. The criminal history and institutional behavioral record for  
13 each inmate.

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

18 N. The Department of Corrections shall have thirty (30) days  
19 after receipt of the information required in accordance with  
20 subsection M of this section to determine whether an inmate  
21 transferred to a private prison facility is compliant with the  
22 conditions of subsection A or B of this section. If the Department  
23 determines that an inmate housed at a private prison facility is not  
24 compliant with the conditions provided for in subsection A or B of

1 this section, the Department shall notify the private prison  
2 contractor. Notification by the Department shall include the name  
3 of the inmate and reason why the inmate does not qualify to be  
4 housed at the facility to which the inmate has been transferred or  
5 housed within the State of Oklahoma. The private prison contractor  
6 shall either provide supplemental information verifying compliance  
7 with subsection A or B of this section, or shall transfer the inmate  
8 out of the State of Oklahoma within thirty (30) days of receiving  
9 said notification from the Department. Failure of the Department to  
10 review the inmate information provided pursuant to subsection M of  
11 this section shall not prevent the transfer of inmates into the  
12 State of Oklahoma for housing at a private prison facility.

13 O. The provisions of subsections A, D, M and N of this section  
14 shall not apply to a private prison contractor that has a direct  
15 contract with the Federal Bureau of Prisons of the United States  
16 Department of Justice for a facility that houses federal inmates and  
17 is monitored on-site by federal agency staff.

18 SECTION 2. AMENDATORY 57 O.S. 2011, Section 563.3, is  
19 amended to read as follows:

20 Section 563.3 A. All private prison contractors and vendors  
21 operating in Oklahoma shall provide construction plans to the  
22 Department of Corrections for approval prior to commencement of  
23 construction of any new physical plant or addition to existing  
24 facilities. Approval shall be based on applicable American

1 Correctional Association construction standards. Any private prison  
2 contractor or vendor that fails to comply with the requirements of  
3 this subsection shall be penalized according to the provisions of  
4 subsection E of this section.

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

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

19 2. Show, to the satisfaction of the Department of Corrections,  
20 that adequate food, housing and medical care shall be available for  
21 inmates, that the facility will have the necessary qualified  
22 personnel to operate the facility, that the financial condition of  
23 the private prison contractor is such that the facility can be  
24 operated adequately, and that the facility has the ability to comply

1 with applicable court orders and American Correctional Association  
2 standards;

3 3. Furnish to the Department of Corrections satisfactory proof  
4 that the private prison contractor has obtained insurance or is  
5 self-insured, in such a manner and in such an amount as the Director  
6 of the Department of Corrections, after consulting with the Risk  
7 Management Administration, may deem necessary and adequate to  
8 reimburse this state or a political subdivision of this state, for  
9 expenses arising from any incident which occurs at said prison or  
10 which requires intervention by this state or a political subdivision  
11 of this state. Such insurance, in addition, shall be in an amount  
12 sufficient to indemnify this state and its officers and employees,  
13 for any liability or other loss, including property damage,  
14 judgments, costs, attorney fees or other expenses arising from the  
15 operation of the facility, and such facility shall in any event and  
16 regardless of the amount of insurance available indemnify and hold  
17 harmless this state and its officers and employees, for any and all  
18 acts of prison inmates, and/or all officers, employees and  
19 stockholders of such private prison contractor for any liability  
20 arising out of acts of said inmates, officers, employees and  
21 stockholders of such private prison contractor in relation to the  
22 operation of the facility. The insurance required by this paragraph  
23 shall not provide coverage for more than one facility. If the  
24 private prison contractor owns or operates more than one facility,

1 separate insurance coverage shall be obtained or provided for each  
2 facility;

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

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

21 C. A private prison contractor which does not have a contract  
22 with the Department of Corrections, but which houses federal inmates  
23 or inmates of another state shall attain accreditation by the  
24 American Correctional Association within three (3) years of

1 commencing operation of the facility and thereafter shall maintain  
2 such accreditation.

3 D. The Department of Corrections shall monitor the performance  
4 of the private prison contractor and the continued compliance of the  
5 private prison contractor with the provisions of this section and  
6 Section 563.2 of this title. If at any time after commencing  
7 operations, a private prison contractor, that is subject to the  
8 provisions of subsection B of this section, fails to comply with any  
9 of said provisions, the Director of the Department of Corrections  
10 may order the facility to cease operations. If a private prison  
11 contractor fails to attain or maintain the accreditation required by  
12 subsection C of this section, the Director of the Department of  
13 Corrections shall order the facility to take corrective action  
14 pursuant to the Department of Corrections monitoring plan and, if  
15 corrective action is not pursued with due diligence, shall order the  
16 facility to cease operations. This order may be enforced by  
17 injunction issued by a district court of this state.

18 E. If the requirements provided for in this section are not  
19 followed, the Director may recommend that the State Board of  
20 Corrections assess the private prison contractor at least one-half  
21 (1/2) the per diem rate up to but not to exceed the full per diem  
22 rate paid by the jurisdiction or jurisdictions to the private prison  
23 contractor for the period of time a violation of subsection A of  
24 this section continues and is not corrected with due diligence or

1 when the Department of Corrections has identified other physical  
2 plant security deficiencies based on American Correctional  
3 Association standards and such deficiencies continue and are not  
4 corrected with due diligence. The penalty provided for in this  
5 subsection shall not preclude the Director from ordering the  
6 facility to cease operations.

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

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

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

18 I. The provisions of subsections B through H of this section  
19 shall not apply to a private prison contractor that has a direct  
20 contract with the Federal Bureau of Prisons of the United States  
21 Department of Justice for a facility that houses federal inmates and  
22 is monitored on-site by federal agency staff.

23 SECTION 3. It being immediately necessary for the preservation  
24 of the public peace, health and safety, an emergency is hereby

1 declared to exist, by reason whereof this act shall take effect and  
2 be in full force from and after its passage and approval.

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4 COMMITTEE REPORT BY: COMMITTEE ON APPROPRIATIONS AND BUDGET, dated  
5 04/08/2015 - DO PASS, As Amended.

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