

## ALEC EXPOSED

"ALEC" has long been a secretive collaboration between Big Business and "conservative" politicians. Behind closed doors, they ghostwrite "model" bills to be introduced in state capitols across the country. This agenda-underwritten by global corporations--includes major tax loopholes for big industries and the super rich, proposals to offshore U.S. jobs and gut minimum wage, and efforts to weaken public health, safety, and environmental protections. Although many of these bills have become law, until now, their origin has been largely unknown. With **ALEC EXPOSED**, the Center for Media and Democracy hopes more Americans will study the bills to understand the depth and breadth of how big corporations are changing the legal rules and undermining democracy across the nation.

### ALEC's Corporate Board --in recent past or present

- AT&T Services, Inc.
- centerpoint360
- UPS
- Bayer Corporation
- GlaxoSmithKline
- Energy Future Holdings
- Johnson & Johnson
- Coca-Cola Company
- PhRMA
- Kraft Foods, Inc.
- Coca-Cola Co.
- Pfizer Inc.
- Reed Elsevier, Inc.
- DIAGEO
- Peabody Energy
- Intuit, Inc.
- Koch Industries, Inc.
- ExxonMobil
- Verizon
- Reynolds American Inc.
- Wal-Mart Stores, Inc.
- Salt River Project
- Altria Client Services, Inc.
- American Bail Coalition
- State Farm Insurance

For more on these corporations, search at [www.SourceWatch.org](http://www.SourceWatch.org).

**DID YOU KNOW?** Corporations VOTED to adopt this. Through ALEC, global companies work as "equals" in "unison" with politicians to write laws to govern your life. Big Business has "a VOICE and a VOTE," according to newly exposed documents. **DO YOU?**

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Did you know the NRA--the National Rifle Association--was the corporate co-chair in 2011?

### Targeted Contracting for Certain Correctional Facilities and Services Act

#### Summary:

This Act provides the state agency charged with operating the prison system the authority to contract for facilities and services with the private sector or a political subdivision. Includes contract requirements relating to qualifications and standards, and limitations on authority over inmates.

#### Model Legislation:

CHAPTER \_\_\_\_ . CONTRACTS FOR CORRECTIONAL FACILITIES AND SERVICES

SUBCHAPTER A. GENERAL PROVISIONS

#### Sec. \_\_\_\_ . In this chapter:

(1) "Board" means the governing body with oversight authority over the state agency charged with the day-to-day operation of the state's prison system.

(2) "Department" means the state agency charged with the day-to-day operation of the state's prison system.

SUBCHAPTER B. CONTRACTS WITH PRIVATE VENDORS AND POLITICAL SUBDIVISIONS FOR CORRECTIONAL FACILITIES AND SERVICES

#### Sec. \_\_\_\_ . AUTHORITY TO CONTRACT FOR FACILITIES.

(1) The department may contract with a private vendor or with a political subdivision of the state for the financing, construction, operation, maintenance, or management of a secure correctional facility.

(2) A facility operated, maintained, and managed under this chapter by a private vendor or political subdivision must:

(A) exceed or comply with federal constitutional standards and applicable court orders; and

(B) receive and retain, as an individual facility, accreditation from the American

Correctional Association.

(3) A facility authorized by this subchapter may be located on private land or on land owned by the state or a political subdivision. The board may accept land donated for that purpose.

(4) The department shall give priority to entering into contracts under this subchapter that will provide the department with:

(A) for the general inmate population, secure regionally based correctional facilities designed to successfully reintegrate inmates into society through preparole, prerelease, work release, and prison industries programs; and

(B) for the following categories of inmates with special needs, housing and appropriate programmatic services:

(i) inmates with a history of substance abuse;

(ii) inmates with a history of mental illness or mental retardation;

(iii) inmates who are illegal aliens;

(iv) geriatric inmates;

(v) inmates who would be required to register as a sex offender under Chapter 62, Code of Criminal Procedure, if not confined; and

(vi) other inmate populations with special needs for whom providing housing or appropriate programmatic services would benefit the state.

#### **Sec. \_\_\_\_ . AUTHORITY TO CONTRACT FOR SERVICES.**

(1) The department shall request proposals from private vendors or political subdivisions for contracts to provide support services such as logistics, health care, transportation, food service, information systems and management, technology acquisition, telecommunications, education, employee and inmate job training, human resources, continuing education, facility construction and repair maintenance, materials handling, management processes, efficient operations, productivity of manufacturing, cost tracking and reduction, and any other process performed within the department.

(2) If the department on analysis of the proposals determines that a service could be provided by a private vendor or political subdivision under a contract with a cost savings, increase in productivity, or reduction in recidivism, the department shall enter into one or more contracts for those services in the manner provided by law.

#### **Sec. \_\_\_\_ . INMATE CUSTODY STATUS.**

An inmate confined in a facility authorized by this subchapter remains in the legal custody of the department.

#### **Sec. \_\_\_\_ . CONTRACT PROPOSALS; QUALIFICATIONS AND STANDARDS.**

(1) The department may not award a contract under this subchapter unless the department requests proposals and receives a proposal that meets or exceeds, in addition to requirements specified in the request for proposals, the requirements specified in Subsections (b), (c), and (d).

(2) A person proposing to enter into a contract with the department under this

subchapter must demonstrate:

(A) the qualifications and the operations and management experience to carry out the terms of the contract; and

(B) the ability to comply with applicable standards of the American Correctional Association and with specific court orders.

(3) In addition to meeting the requirements specified in the request for proposals, a proposal must:

(A) if applicable, provide for regular on-site monitoring by the department;

(B) acknowledge that payment by the state is subject to the availability of appropriations;

(C) provide for payment of a maximum amount per biennium;

(D) if applicable, offer a level and quality of programs at least equal to those provided by state-operated facilities that house similar types of inmates and at a cost that provides the state with a savings;

(E) permit the state to terminate the contract for cause, including as cause the failure of the private vendor or political subdivision to meet the conditions required by this subchapter and other conditions required by the contract;

(F) provide that cost adjustments may be made only once each fiscal year, to take effect at the beginning of the next fiscal year;

(G) 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;

(H) provide for assumption of liability by the private vendor or political subdivision for all claims arising from the services performed under the contract by the private vendor or political subdivision;

(I) provide for an adequate plan of insurance for the private vendor or political subdivision 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 or political subdivision;

(J) 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 or political subdivision and to protect the state from actions by a third party against the private vendor or political subdivision and its officers, guards, employees, and agents as a result of the contract;

(K) provide plans for the purchase and assumption of operations by the state in the event of the bankruptcy of the private vendor or inability of the political subdivision to perform its duties under the contract;

(L) contain comprehensive standards for conditions of confinement; and

(M) if applicable, provide that correctional officers employed by the state at a facility are offered employment opportunities to perform the same jobs at the facility for the private vendor or political subdivision, without a reduction in wages or benefits.

(4) The department determines the costs and cost savings under Subsection (c)(4) and may consider any relevant factor, including additional costs to the state for providing the same service as a private vendor or political subdivision, indirect costs properly allocable to either the state or the private vendor or political subdivision, and continuing costs to

the state directly associated with the contract.

**Sec. \_\_\_\_ . LIMITATION ON AUTHORITY OVER INMATES.**

A private vendor or political subdivision operating under a contract authorized by this subchapter may not:

- (1) compute inmate release and parole eligibility dates;
- (2) award good conduct time;
- (3) approve an inmate for work, medical, or temporary furlough or for preparole transfer; or
- (4) classify an inmate or place an inmate in less restrictive custody than the custody ordered by the institutional division.

**Sec. \_\_\_\_ . CIVIL LIABILITY.**

A private vendor operating under a contract authorized by this subchapter may not claim sovereign immunity in a suit arising from the services performed under the contract by the private vendor or political subdivision. This section does not deprive the private vendor or the state of the benefit of any law limiting exposure to liability, setting a limit on damages, or establishing a defense to liability.

**Sec. \_\_\_\_ . ENTERPRISE EFFORTS IN CONTRACT FACILITIES.**

- (1) To the greatest extent possible, private vendors and political subdivisions entering into contracts under this subchapter shall generate revenue through participation in inmate industry and agriculture programs and through the implementation of telecommunications technology and commissary programs and similar programs.
- (2) In developing revenue generating strategies, the private vendor or political subdivision entering into the contract, to ensure good order and public safety, shall develop written security policies consistent with existing corrections practices in the federal prison system, this state, or other states.
- (3) The department shall deduct from amounts owed private vendors or political subdivisions under contracts the profits generated from programs described by Subsection (a). For purposes of this subsection, deductions from a participant's wages authorized by law and paid to a private vendor or political subdivision entering into a contract with the department are considered profits.

*Adopted by ALEC's Criminal Justice Task Force at the Annual Meeting July 29, 2004.  
Approved by full ALEC Board of Directors August, 2004.*

**About Us and ALEC EXPOSED.** The Center for Media and Democracy reports on corporate spin and government propaganda. We are located in Madison, Wisconsin, and publish [www.PRWatch.org](http://www.PRWatch.org), [www.SourceWatch.org](http://www.SourceWatch.org), and now [www.ALECExposed.org](http://www.ALECExposed.org). For more information contact: [editor@prwatch.org](mailto:editor@prwatch.org) or 608-260-9713.

Center for Media  
and Democracy's  
quick summary:

This model bill allows state agencies to contract out incarceration and prison services, benefitting the private prison industry (such as the Corrections Corporation of America, a member of the Executive Committee of ALEC's Public Safety & Elections Task Force).