Amend reengrossed bill, page 2, after line 1, insert:

"SECTION 1. In Colorado Revised Statutes, 17-1-102, amend (7.3) as follows:

17-1-102. Definitions. As used in this title 17, unless the context otherwise requires:

(7.3) "Private contract prison" means any private prison facility IN THIS STATE operated by a county, city and county, or private corporation located in this state IN THIS STATE operated by a county, city and county, or private corporation located in this state OR AN INCORPORATED OR UNINCORPORATED BUSINESS ENTITY; except that "private contract prison" does not include any local jail, multijurisdictional jail, or community corrections center.

Renumber succeeding sections accordingly.

Page 5, strike line 5 and substitute "(2)(a) and (2)(b); and add (4), (5), and (6) as follows".

Page 5, strike lines 10 through 19 and substitute:

"subdivision of the state

(a) without the express approval of the executive director which approval shall not be unreasonably withheld; and UPON RECEIPT OF A REQUEST BY A STATE OR ANY OF ITS POLITICAL SUBDIVISIONS.

(b) (3) Unless the private contract prison facility or a prison facility operated by a political subdivision is designed to meet or exceed the appropriate security level for the inmate. IN ORDER TO PROTECT THE HEALTH, SAFETY, AND OTHER INTERESTS OF COLORADO, PRIOR TO APPROVING THE REQUEST IN SUBSECTION (2) OF THIS SECTION, THE DIRECTOR SHALL ENSURE THAT THE FOLLOWING PROVISIONS ARE ADEQUATELY ADDRESSED IN THE CONTRACT OR OTHER BINDING DOCUMENT BETWEEN THE SENDING STATE, THE PRIVATE CONTRACT FACILITY, AND ANY POLITICAL SUBDIVISION IN THE STATE OF COLORADO:

(a) THE CUSTODY LEVEL OF THE INMATE FROM OTHER STATES DOES NOT EXCEED THE CUSTODY LEVEL PERMISSIBLE IN SECTION 17-1-104.9;

(b) THE STAFFING LEVEL IS ADEQUATE RELATED TO THE NUMBER OF INMATES FROM THE SENDING STATE AND THE INMATES’ SECURITY LEVEL;

(c) THERE IS NO COMMINGLING OF INMATES FROM MULTIPLE STATES OR THEIR POLITICAL SUBDIVISIONS WHO ARE CO-LOCATED AT A SINGLE PRIVATE CONTRACT PRISON FACILITY IN COLORADO;"
(d) The sending state has a plan to adequately monitor operations, staff and inmate safety, and contract compliance;

(e) The contract between the sending state, the private contract prison facility located in Colorado, and any political subdivision in Colorado includes a clause that indemnifies the state of Colorado and any of its political subdivisions from any liability related to litigation that may be filed regarding conditions of confinement, transport, treatment of inmates, or any other cause of action related to the housing of inmates from other states in a private contract prison facility located in Colorado;

(f) The contracting parties provide proof of adequate insurance coverage that names Colorado and any of its political subdivisions not a party to the contract as additionally insured;

(g) The contract between the sending state, the private contract prison facility located in Colorado, and any political subdivision in Colorado includes a clause that the contracting parties assume joint and several liability for reimbursing all costs to the state or any of its political subdivisions in the event of any incident, crime, or riot by the inmates from other states that requires the engagement of state or local law enforcement, corrections, medical personnel, criminal investigators, prosecution, or incarceration pursuant to a conviction in a Colorado court;

(h) An inmate from another state shall not be transferred to a private contract prison facility in Colorado if he or she is within twelve months of his or her eligible release date;

(i) There is an adequate plan to provide for the medical and mental health care of the inmates from other states who are housed in a private contract prison facility in Colorado; and

(j) Such other criteria for the protection of the health, safety, and liability interests of the state of Colorado as developed by the executive director.

(4) The sending state is solely responsible for monitoring the day-to-day facility operations, transport, programming, service delivery, and conditions of confinement in a private contract facility in Colorado that houses inmates from the sending state.

(5) The sending state and the private contract prison facility shall provide the executive director with information or data needed to ensure compliance with this section.
(6) **UPON A VIOLATION OF THIS SECTION, THE EXECUTIVE DIRECTOR MAY RESCIND HIS OR HER APPROVAL PURSUANT TO SUBSECTION (2) OF THIS SECTION AND MUST PROVIDE AT LEAST SIXTY DAYS' NOTICE TO THE CONTRACTING PARTIES OF THE REVISION.**

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