



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

Received NOV 16 ENT'D IDOA Contracts

- 1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: D12-1-083
2. Date prepared: 11/5/2014

3. CONTRACTS & LEASES

X Professional/Personal Services
Grant
Lease
Attorney
MOU
QPA
Contract for procured Services
Maintenance
License Agreement
Amendment# 3
Renewal #
Other

FISCAL INFORMATION

4. Account Number: 13450-10000.534010
5. Account Name: Plainfield STOP Facility
6. Total amount this action: \$37,441,730.00
7. New contract total: 63,189,393.50
8. Revenue generated this action: \$0.00
9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:
Year 2011 \$1,102,281.00
Year 2012 \$4,366,746.00
Year 2013 \$6,087,565.00
Year 2014 \$7,946,900.00
Year 2015 \$9,364,315.66
Year 2017 \$9,360,432.50
Year 2018 \$9,360,432.50
Year 2019 \$9,360,432.50
Year 2020 \$6,240,288.34

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 3/1/2011
12. To (month, day, year): 2/28/2019
13. Method of source selection: X RFP# 10-99
Negotiated
Emergency
Special Procurement
Other (specify)

AGENCY INFORMATION
14. Name of agency: Department of Correction
15. Requisition Number: 0000023973

16. Address: Department of Correction
Central Office
302 W WASHINGTON ST RM E334
INDIANAPOLIS, IN 46204

AGENCY CONTACT INFORMATION
17. Name: John Schilling
18. Telephone #: 317/233-6499
19. E-mail address: Jschilling@idoc.in.gov

COURIER INFORMATION
20. Name: Nicholas Law
21. Telephone #: 317-232-5605
22. E-mail address: Nlaw@idoc.in.gov

VENDOR INFORMATION
23. Vendor ID #: 0000117904
24. Name: THE GEO GROUP INC
25. Telephone #: (704) 543-3401
26. Address: GEO GROUP INC
621 NW 53RD ST STE 700
BOCA RATON, FL 33487
27. E-mail address: ddonahue@geogroup.com

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) X Yes No
29. Primary Vendor: M/WBE/IN-Veteran
Minority: Yes X No
Women: Yes X No
IN-Veteran: Yes X No
30. Primary Vendor Percentages: 84.0 %

31. Sub Vendor: M/WBE/IN-Veteran
Minority: X Yes No
Women: X Yes No
IN-Veteran: Yes X No
32. If yes, list the %:
Minority: 8.0 %
Women: 8.0 %
IN-Veteran: %
33. Is there Renewal Language in the document? X Yes No
34. Is there a "Termination for Convenience" clause in the document? X Yes No

35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 11-8-2-5

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
This amendment extends the term for an additional period of 4 years and although allowing for services in line with the original slightly changes the mission of the facility to house offenders under different programming classification.

38. Justification of vendor selection and determination of price reasonableness:
The Contractor was selected as a result of its response and cost proposal to RFP 10-99. For this amendment, the per diem rate for the original contract is used as the basis for the extension with slight cost of living increases effective annually added.

RECEIVED DEC 04 2014

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

OAG-ADVISORY

40. Agency fiscal officer or representative approval
41. Date Approved: 11/14/14
42. Budget agency approval
43. Date Approved: 12/3/14
44. Attorney General's Office approval
45. Date Approved: 12/19/14
46. Agency representative receiving from AG
47. Date Approved



### AMENDMENT #3

#### EDS # D12-1-083

This is an amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Correction (the "State") and The GEO Group, Inc. approved by the last State signatory on February 21, 2011. GEO Corrections and Detention Inc. (the "Contractor") is assignee to the Contract through assignment from The GEO Group, Inc., with such assignment approved by the State in Amendment #2 to the Contract. The Contractor and the State may additionally be referred to collectively as "the Parties."

In consideration of the mutual undertakings and covenants hereinafter set forth, the Parties agree to amend the Contract as follows:

1. The Contract is hereby extended for an additional period of four (4) years. The Contract shall terminate on February 28, 2019. At the expiration of the extension term, the Contract may be renewed under the same terms and conditions subject to the approval of the Parties.
2. Effective October 1, 2014, Contractor shall operate a First Time Offender Program (hereinafter "FSTOP") for a maximum of 1,066 adult male offenders incarcerated for the first time by the State, focused on providing holistic, individualized programming that facilitates effective, seamless re-entry and re-integration into the community, promoting a continuum of care and minimizing the potential for return to incarceration.
3. Effective October 1, 2014, the FSTOP program shall be operated at the former STOP facility in Plainfield, Indiana, which shall now be referred to for purposes of the Contract as the Heritage Trail Correctional Facility (HTCF). HTCF shall house first time offenders, but may additionally house offenders who have been incarcerated with the IDOC and are within 48 months of earliest possible release date. The Contractor shall provide staffing and programming to address the needs of both categories of offenders.
4. The Consideration during the extension period is a per diem rate of \$24.25 inclusive of all costs. On October 1, 2016, and for each annual period thereafter, the per diem may be adjusted by the lesser of 2%, or the percent change in the unadjusted percent change in the Midwest Region Consumer Price Index (CPI-U) for the preceding 12 month period, if all Performance Measures set forth in the Contract are met. Total consideration for the extended period is estimated to be \$37,441,730 (\$37,741,730 (\$24.25 per diem x 1066 offenders x 365 x 4) less \$300,000 (\$6,250 contract administration fee x 48 months). Total Remuneration under the Contract shall not exceed \$63,189,393.50.
5. The IDOC shall continue to provide Administrative Restrictive Housing, Disciplinary Restrictive Housing, and Protective Custody housing at other IDOC facilities for offenders transferred from the HTCF facility with the IDOC approval. If the IDOC approves transfer to a facility other than the Plainfield Correctional Facility (IYC), Putnamville Correctional Facility or the Reception Diagnostic Center (RDC) when trip hours have exceeded budgeted labor costs by 10%, the IDOC shall be responsible for such transports.

6. When authorized, non-emergency hospital transports completed by the Contractor have exceeded budgeted labor costs by 10%, the IDOC will be responsible for further such transports.
7. Effective October 1, 2014, the staffing levels of HTCF shall be maintained at 169, or as set forth in the staffing schedule attached hereto and incorporated herein as Exhibit H. In the event the average offender population at HTCF increases by 10% or more over the offender population indicated in a staffing schedule then in effect, Contractor shall increase its staff at HTCF. To determine the number of staff to increase, Contractor shall apply the percentage of the population increase to the average offender population for the most recent month of the Contract, rounding up. The Parties shall then execute a revised staffing schedule reflecting both the staffing increase and the offender population on which it was based, and Contractor shall comply with the new staffing schedule within 30 days of its execution. All staffing increases made by Contractor pursuant to this Clause shall be at the sole expense of Contractor.
8. Failure to maintain acceptable safety and security operations at the contracted staffing levels shall require Contractor to make subsequent staffing increases to maintain effective security operations. These staffing increases shall be at Contractor's sole expense.
9. Any increase in staffing necessary to meet the programming requirements or performance measures set forth in the Contract, shall be at Contractor's sole expense.
10. Effective October 1, 2014, The HTCF shall provide the following programs for first time offenders:
  - The National Institute of Corrections model program, *Thinking for a Change*
  - *PLUS*, Purposeful Living Units Serve
  - Employment Skill Building
  - Alcoholics Anonymous and Narcotics Anonymous
  - Additional programming set forth in the original Contract and amendments will be provided to FTOP offenders and offenders not participating in the FTOP.
11. During the extension term of the Contract, Contractor will continue to credit the State with reimbursement for the Contract Administration Fee of \$6,250 a month, and the monthly reimbursement for CTI training, as a credit on its invoices for HTCF. The Contract Administration Fee shall be increased by the lesser of 2% or the percent change in the unadjusted percent change in the Midwest Region Consumer Price Index (CPI-U) for the preceding 12 month period, each time such an increase is made pursuant to Clause #3 to this Amendment.
12. On or Before March 31, 2015, Contractor shall cease its Contract for offender phone services and switch to the State's contracted vendor for offender phone services, which is currently GTL. Contractor shall contract with GTL under the same terms and conditions as every other IDOC facility. If there is a change in the State's contracted vendor during the Contract term, Contractor agrees to change to the new vendor. The time for the change in vendors may be enlarged at the sole discretion of the State for good cause shown. All revenues generated by the Contract for offender phone services shall be paid into a fund to be designated by the State.

13. The Indiana Department of Correction guarantees payment based on a population of 80% of 1066 offenders at the HTCF.

14. The Contract is further amended by adding the following clauses:

- A. **No investment in Iran.** As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
- B. **Employment Eligibility Verification.** As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:
  - a. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
  - b. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
  - c. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

- C. **Assignment of Antitrust Claims.** The Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- D. **Indiana Veteran's Business Enterprise Compliance.** Award of this Contract was based, in part, on the Indiana Veteran's Business Enterprise ("IVBE") participation plan. The following IVBE subcontractors will be participating in this Contract: **NOT APPLICABLE**

VBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES
	UTILIZATION	DATE	PERCENT

A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract. **NOT APPLICABLE**

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA. ***NOT APPLICABLE***

**All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.**

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof.

**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

GEO Corrections and Detention Inc:

Indiana Department of Correction:

By:   
Amber D. Martin, Executive Vice President

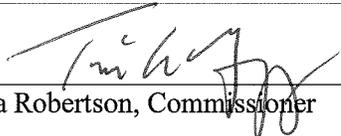
By:   
Bruce C. Lemmon, Commissioner

Date: 11-1-14

Date: 11-6-14

**Approved by:**  
Indiana Department of Administration

**Approved by:**  
State Budget Agency

By:  (for)  
Jessica Robertson, Commissioner

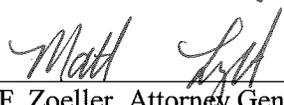
By:  (for)  
Brian E. Bailey, Director

Date: 11/17/14

Date: 12/3/2014

**APPROVED as to Form and Legality:**  
Office of the Attorney General

**Approved by:**  
Indiana Office of Technology  
**NOT APPLICABLE**

 (for)  
Gregory F. Zoeller, Attorney General

By: Paul Baltzell, Chief Information Officer

Date: 12/19/14

Date: \_\_\_\_\_

Action Temporaries

Midwest Psychological

**Executive Office**

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Superintendent	1.00				1.00	1.00
Executive Secretary	1.00				1.00	1.00
Human Resource Manager	0.00				1.00	0.00
Human Resource Clerk	1.00				1.00	1.00
ACA/QCP Compliance Manager	0.00				1.00	0.00
Grievance/Litigation Manager	1.00				1.00	1.00
Training Administrator	1.00				1.00	1.00
Training Clerk	1.00				1.00	1.00
Safety/Risk Manager	1.00				1.00	1.00

<b>Sub Total</b>	<b>7.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>7.00</b>
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**Business / Support**

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Business Manager	1.00				1.00	1.00
MIS Manager	1.00				1.00	1.00
Warehouse Technician	1.00				1.00	1.00
Laundry Manager	1.00				1.00	1.00
Laundry Worker	1.00				1.00	1.00
Payroll Clerk	1.00				1.00	1.00
Accounting Clerk	1.00				1.00	1.00
Offender Accounts Clerk	1.00				1.00	1.00
Mail Room Clerk	1.00				1.00	1.00
Commissary Manager	1.00				1.00	1.00

<b>Sub Total</b>	<b>10.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>10.00</b>
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**Programs**

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
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**Academic Programs**

Assistant Superintendent - Re-Entry	1.00				1.00	1.00
Re-Entry Clerk	1.00				1.00	1.00
Volunteer Coordinator	1.00				1.00	1.00
Chaplain	1.00				1.00	1.00
Librarian	1.00				1.00	1.00

**Re-Entry Unit Management**

Re-Entry (Classification) Coordinator	1.00				1.00	1.00
Unit Manager	2.00				1.00	2.00

Case Manager/Counselor	8.00	1.00	8.00
Re-Entry Specialists	2.00	1.00	2.00
TC Facilitator	10.00	1.00	10.00
Substance Abuse Instructor / T4C Facilitator	2.00	1.00	2.00
Recreation Specialist	2.00	1.00	2.00
General Classification Clerks	3.00	1.00	3.00

Sub Total	35.00	0.00	0.00	0.00	35.00
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**Security Supervisors**

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Chief of Security - Major	1.00				1.00	1.00
DHO / Administrative - Captain	1.00				1.00	1.00
Shift Supervisor - Lieutenant		1.00	1.00		2.50	5.00
Assistant Shift Supervisor - Sergeant		2.00	2.00		2.50	10.00
Lead Investigator	1.00				1.00	1.00
Security Threat Group Investigator	1.00				1.00	1.00
Yard/Utility Sergeant	1.00				1.00	1.00
Armory/Key Control Sergeant	1.00				1.00	1.00

Sub-Total	6.00	3.00	3.00	0.00		21.00
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**Correctional Officers**

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
<b>General Population Housing Units</b>						
Housing Unit- 12 Officers		1.00	1.00		2.25	4.50
Housing Unit- 11 Officers		1.00	1.00		2.25	4.50
Housing Units- 8 and 9 Officers		2.00	2.00		2.25	9.00
Housing Units- 6 and 7 Officers		2.00	2.00		2.25	9.00
Housing Unit- 5 Officers		1.00	1.00		2.25	4.50
Housing Units- 3 and 4 Officers		2.00	2.00		2.25	9.00
Housing Unit- 1 and 2 Officers		0.00	0.00		2.25	0.00

**Support Officers**

Count Officers <sup>1</sup>		1.00	0.00		2.25	2.25
Staff/Visitor Entry <sup>1</sup>		1.00	1.00		2.25	4.50
Central Control Officer		1.00	1.00		2.25	4.50
Yard/Compound <sup>1</sup>		3.00	3.00		2.25	13.50
Escort/Utility <sup>1</sup>		3.00	3.00		2.25	13.50
Kitchen <sup>1</sup>		0.00			2.25	0.00
Medical <sup>1</sup>		1.00			2.25	2.25
Indoor/Outdoor Recreation <sup>1</sup>		2.00			2.25	4.50
Back Gate		1.00			2.25	2.25
Visitation <sup>1</sup>			2.00		1.20	2.40
Disciplinary (CAB) Screening Officer <sup>1</sup>	1.00				1.20	1.20
Property Officer	1.00				1.20	1.20
Reception and Discharge <sup>1</sup>	2.00				1.20	2.40
Education Officer <sup>1</sup>	2.00				1.20	2.40
Sanitation Officer <sup>1</sup>	1.00				1.20	1.20
Rounding						-2.55

Sub-Total 7.00 24.00 17.00 0.00 96.00

**SUMMARY**

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Executive Office	7.00	0.00	0.00	0.00		7.00
Business / Support	10.00	0.00	0.00	0.00		10.00
Programs	35.00	0.00	0.00	0.00		35.00
Security Supervisors	6.00	3.00	3.00	0.00		21.00
Correctional Officers	7.00	24.00	17.00	0.00		96.00
<b>TOTAL STAFF</b>	<b>65.00</b>	<b>27.00</b>	<b>20.00</b>	<b>0.00</b>		<b>169.00</b>