

* RUSH *

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Received

Instructions for completing the EDS and the Contract process.

NOV 28 2012

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.

IDOA Contracts

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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) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: _____ % Women: _____ %
31 Sub Vendor: M/WBE Minority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Women: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	32. If yes, list the %: Minority: <u>8.0</u> % Women: <u>8.0</u> %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
35. Will the attached document involve data processing or telecommunications systems(s)? <input type="checkbox"/> 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 reflects that the STOP facility is now reaching a point where it can house the maximum offenders proposed under the original contract. This amendment sets a schedule to allow the facility maximum to be reached, expands the pool of eligible offenders, and guarantees a population minimum. This amendment also adds a credit to the IDOC for contract management thereby reducing the contract cost.	
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 contract remains unchanged.	
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)	
40. Agency fiscal officer or representative approval <i>[Signature]</i>	41. Date Approved 11/26/12
42. Budget agency approval <i>[Signature]</i>	43. Date Approved 12/11/12
44. Attorney General's Office approval <i>[Signature]</i>	45. Date Approved 12/13/12
46. Agency representative receiving from AG <i>[Signature]</i>	47. Date Approved

RECEIVED

DEC 12 2012
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DEC 11 2012
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IDOA Contracts

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AMENDMENT #2
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. (the "Contractor") approved by the last State signatory on February 21, 2011.

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

1. Clause #5 of the Contract shall be amended to read as follows:

Assignment; Successors. The Contractor is authorized to assign this Contract to its wholly-owned subsidiary, GEO Corrections and Detention, Inc., provided that Contractor shall continue to be bound by the provisions of *Paragraph 21. Indemnification* of the Contract. Neither Contractor nor its assignee, GEO Corrections and Detention, Inc., shall assign or subcontract the whole or any part of this Contract to any other third party without the State's prior written consent. The Contractor or its assignee, GEO Corrections and Detention, Inc. may assign its right to receive payments to such third parties as the Contractor or its assignee, GEO Corrections and Detention, Inc. may desire without the prior written consent of the State, provided that Contractor or its assignee, GEO Corrections and Detention, Inc. gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

2. The allowable population of the STOP Facility is increased to 1066 offenders effective immediately, but subject to an initial increase of no more than seventy two (72) offenders within the first sixty (60) days immediately following execution of the Amendment, and no more than eighty (80) offenders every four (4) months thereafter until the 1066 maximum is reached. Any increase in the population is to be contingent upon Contractor providing a plan, approved by the Indiana Department of Correction, for programming and recreation for the additional offenders.
3. Contractor will implement and adhere to the staffing schedule for 1066 offenders which is attached hereto and incorporated herein as Exhibit A effective once the average daily population of the STOP Facility in any month exceeds 852 offenders. Contractor will pro-actively ramp up its staffing so that it can meet the 1066 staffing schedule once the average daily population exceeds 852 offenders.
4. Contractor will provide the programming and facility enhancements set forth in Exhibit B, which is attached hereto and incorporated herein by reference effective once the average daily population of the STOP Facility exceeds 852 offenders.
5. Contractor will establish a Behavior Management Unit at the STOP facility. This unit will operate as a general population unit with minimal required privileges. Offenders will be assigned in this location for minor rule violations and behavioral issues.
6. The eligibility for placement at the STOP facility is expanded to include Indiana Department of Correction adult male offenders who are to serve 1,095 days or less, or adult male offenders assigned by the Indiana Department of Correction to serve as offender workers at the facility.
7. The Indiana Department of Correction guarantees payment based on a population of 80% of 1066 offenders at the STOP Facility, to be effective from the first month in which the average daily population of the STOP Facility exceeds 852 offenders.

8. Contractor shall include a credit in each monthly billing to the State showing a reduction of \$6,250.00 a month as reimbursement to the State for the cost of administering the Contract. The Contractor acknowledges and agrees that the State monitoring staff shall remain the sole employees of the State, acting independently of the Contractor, and shall report directly to State staff, regardless of any reimbursement made by Contractor hereunder.
9. The Contract is further amended by adding the following clause:

Prison Rape Elimination Act (PREA). Contractor will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42, U.S.C. 15601 ET. Seq.), and with all applicable PREA Standards, State Policies related to PREA, and Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within State Facilities/Programs /Offices owned, operated, or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" the State will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and State Policies may result in termination of the contract.
10. This action does not change the estimated cost of the Contract as the maximum population at the STOP Facility remains at 1066 offenders. However, the total estimated cost is reduced by \$150,000 to account for the two years of future credit to the Indiana Department of Correction for contract administration, for a total reduction in cost of \$150,000. Total remuneration under the Contract is not to exceed \$25,747,663.50.

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

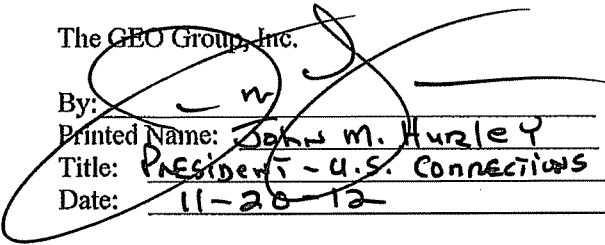
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion and Acceptance

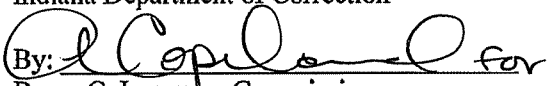
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, 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.

The GEO Group, Inc.

By: 
Printed Name: John M. Hurley
Title: PRESIDENT - U.S. CONNECTIONS & DETENTION
Date: 11-28-12

Indiana Department of Correction

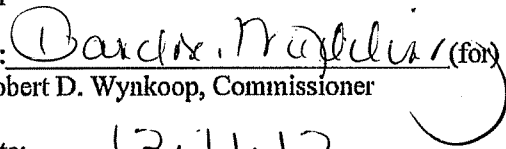
By: 
Bruce C. Lemmon, Commissioner
Date: 11/26/12

Approved by:
Indiana Office of Technology

By: N/A (for)
Brian S. Arrowood, Chief Information Officer

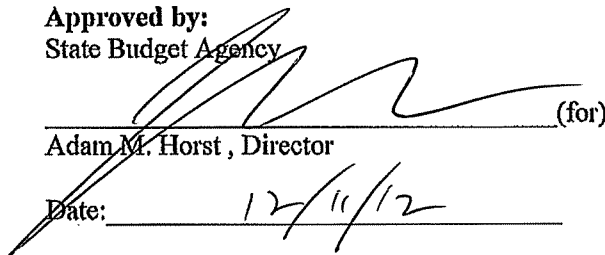
Date: _____

Approved by:
Department of Administration

By:  (for)
Robert D. Wynkoop, Commissioner


Date: 12.11.12

Approved by:
State Budget Agency

 (for)
Adam M. Horst, Director

Date: 12/11/12

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

 (for)
Gregory F. Zoeller, Attorney General

Date: 12/13/12

The GEO Group, Inc.
STOP Program - Plainfield, IN
1066 Beds

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	1.00				1.00	1.00
Human Resource Clerk	1.00				1.00	1.00
ACA/QCP Compliance Manager	1.00				1.00	1.00
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
Sub Total	9.00	0.00	0.00	0.00		9.00

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	2.00				1.00	2.00
Mail Room Supervisor	1.00				1.00	1.00
Mail Room Clerk	1.00				1.00	1.00
Commissary Manager	1.00				1.00	1.00
Commissary Clerk	1.00				1.00	1.00
Administrative Clerk/Reception	1.00				1.00	1.00
Sub Total	14.00	0.00	0.00	0.00		14.00

Programs

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
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
Library Aide	1.00				1.00	1.00

Re-Entry Unit Management					
Re-Entry (Classification) Coordinator	1.00			1.00	1.00
Unit Manager	3.00			1.00	3.00
Case Manager/Counselor	9.00			1.00	9.00
Re-Entry Specialists	2.00			1.00	2.00
T4C Facilitator	11.00			1.00	11.00
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	39.00	0.00	0.00	0.00	39.00
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Security Supervisors

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Security Clerk	1.00				1.00	1.00
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		3.00	3.00		2.33	14.00
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	7.00	4.00	4.00	0.00	26.00
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Correctional Officers

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
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General Population Housing Units						
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		2.00	4.00		2.25	13.50

Support Officers						
Count Officers ¹		1.00	1.00		2.25	4.50
Staff/Visitor Entry ¹		1.00	1.00		2.25	4.50
Central Control Officer		1.00	1.00		2.25	4.50
Yard/Compound ¹		3.00	3.00		2.25	13.50
Escort/Utility ¹		3.00	3.00		2.25	13.50
Kitchen ¹		1.00			2.25	2.25
Medical ¹		1.00			2.25	2.25
Indoor/Outdoor Recreation ¹		2.00			2.25	4.50
Back Gate		1.00			2.25	2.25
Visitation ¹			2.00		1.20	2.40
Disciplinary (CAB) Screening Officer ¹	1.00				1.20	1.20

EXHIBIT A
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Property Officer	1.00				1.20	1.20
Reception and Discharge ¹	2.00				1.20	2.40
Education Officer ¹	2.00				1.20	2.40
Sanitation Officer ¹	1.00				1.20	1.20
Trip Officers	4.00					4.00
Rounding						0.45
Sub-Total	11.00	27.00	22.00	0.00		121.00

SUMMARY

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Executive Office	9.00	0.00	0.00	0.00		9.00
Business / Support	14.00	0.00	0.00	0.00		14.00
Programs	0.00	0.00	0.00	0.00		39.00
Security Supervisors	7.00	4.00	4.00	0.00		26.00
Correctional Officers	11.00	27.00	22.00	0.00		121.00
TOTAL STAFF	91.00	58.00	48.00	0.00		209.00

MEMORANDUM



The GEO Group, Inc.

Short Term Offender Program
Facility
501 West Main Street
Post Office Box 6004
Plainfield, Indiana 46168

www.geogroup.com

Date: 10-23-12
To: Ernie Dixon, Director Regional Operations
Cc: David Burch, Superintendent
John Wright, Asst. Superintendent
From: Mike Winters, Unit Team Manager

RE: PROGRAM UPDATE AND GROWTH

The following activities have been implemented to assist in the management of idleness at the facility:

Recreation:

-
- Implementation of new building schedule to include 6 one hour recreation periods alternating by housing units. Allows offenders working or in programming to attend a recreation period.
 - Housing Units supplied with chess boards, checkers, dominos, scrabble, and playing cards for in dorm recreation.
 - Repairs have been made to all weight equipment. Now fully operational.
 - Creation of weekly intramural tournaments. Basketball, pool, ping pong, horseshoes, volley ball, chess, handball.
 - Art Contest
 - Music, guitars are available to be checked out during recreation periods.
 - New release DVD movies Friday evening through Sunday evenings.
-

Library:

-
- Implementation of new building schedule to include 6 one hour library periods alternating by housing units. Allows offenders working or in programming the opportunity to visit the library.
 - Donations and purchase of books, newspapers, monthly magazines, and supplies to increase circulation.
 - Upgrade underway to enhance the legal library, will double the computer terminals and will provide a more secure document storage system for the offenders legal work.
 - Participating in a State Library Grant Match for the purchase of books for the general library.
-

Religious Services:

- Chapel is open 7 days a week for different services and/or classes. Christian, Catholic, Muslim, and Jehovah Witness.
 - Expanded focus on social addictions, AA, NA, and Gamblers Anonymous.
 - Art Therapy Class
 - Mentoring sessions
 - Classes: Inside Out Dads, Change of Heart, Marriage Enrichment, Celebrate Recovery, Faith and Fathers.
 - Bible study groups.
-

Other programs in process:

- Music Program: Volunteers coach Choir, Band, and Guitar lessons and practice.
 - Literacy Lab-an adult multi-level series called "Endeavor". Indy Reads does an assessment for each student to find out the level they are reading at. The Endeavor Series allows them to place the students in groups according to their levels. The highest number of students in one lab would be 20 and Indy Reads would provide about 7 or 8 Reading Coaches.
 - Indiana Department of Latino Affairs- workshop on social benefits available in the community. Focus on education, employment, and community involvement.
 - Hendricks County Habitat for Humanity: Offenders will build storage barns for Habitat Houses.
 - Lions Club Eyeglass Project- Under the supervision of a trained volunteer, Offenders will identify prescription, repair, and clean eyeglasses, for the Lions Club to distribute to those in needs.
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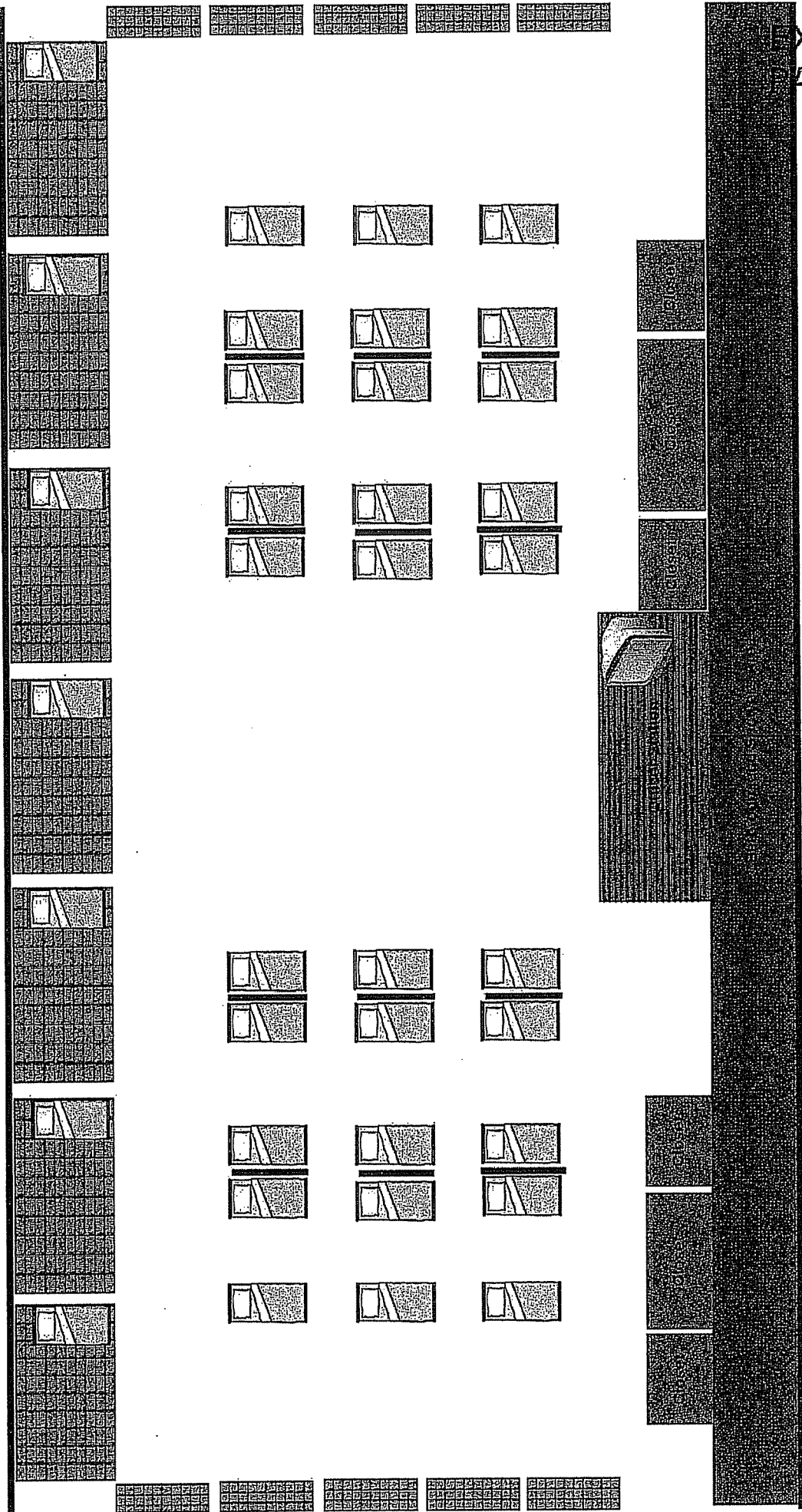
We continue to recruit members of the community to enhance our volunteer base which will allow us to expand the services provided to our offenders.

As we approach a capacity of 1066 Offenders, with a portion of those offenders with up to 30 months left of their sentence, our plan is to institute the following programs:

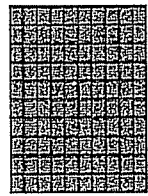
Department of Labor Program- programs related to Housekeeping, Landscaping, Recycling, and In2Work Food Handling.

Implementation of IDOC Plus Program (Purposeful Living Units Served) in Units 11 & 12. One unit Faith Based and one unit Character Based.

Upper Floor
Dorm 1 & 2



Room



Legend

Metal Mesh Wall

Double Bunk



