



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R 10/4-06)

Instructions for completing the EDS and the Contract process.

Received JUN 24 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.

8/14 ML

1. EDS Number: D12-7-052
2. Date prepared: 6/3/2014

3. CONTRACTS & LEASES

X Professional/Personal Services
Grant
Lease
Attorney
MOU
QPA
Contract for procured Services
Maintenance
License Agreement
Amendment# 7
Renewal #
Other

FISCAL INFORMATION

4. Account Number: 13770-10000.531010
5. Account Name: Educational Services
6. Total amount this action: \$6,381,546.25
7. New contract total: 12,543,514.22
8. Revenue generated this action: \$0.00
9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:
Year 2007 \$0.00 Year 2012 \$307,600.00
Year 2008 \$0.00 Year 2013 \$2,937,745.97
Year 2009 \$0.00 Year 2014 \$2,916,622.00
Year 2010 \$0.00 Year 2015 \$3,116,674.25
Year 2011 \$0.00 Year 2016 \$3,264,872.00

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 1/1/2007
12. To (month, day, year): 7/31/2016
13. Method of source selection: X RFP# 6-56
Emergency
Negotiated
Special Procurement
Other (specify)

AGENCY INFORMATION
14. Name of agency: Department of Correction
15. Requisition Number: 0000011019
16. Address: Department of Correction
Central Office
302 W WASHINGTON ST RM E334
INDIANAPOLIS, IN 46204

AGENCY CONTACT INFORMATION
17. Name: John Nally
18. Telephone #: 317/233-3111
19. E-mail address: inally@doc.in.gov

COURIER INFORMATION
20. Name: Nicholas Law
21. Telephone #: 317-232-5672
22. E-mail address: nlaw@doc.in.gov

VENDOR INFORMATION
23 Vendor ID # 0000062023
24. Name: GRACE COLLEGE
25. Telephone #: 574-372-5100
26. Address: GRACE SCHOOLS INC
200 SEMINARY DR
WINONA LAKE, IN 46590
27. E-mail address: Teevanja@grace.edu

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
100.0 %
31. Sub Vendor: M/WBE/IN-Veteran
Minority: Yes X No
Women: Yes X No
IN-Veteran: Yes X No
32. If yes, list the %:
Minority: %
Women: %
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 contract for an additional 23 months to allow services for two more school years. IDOA was specifically asked to approve this extension, and did so. Educational Services are part of the IDOC programming directly related to reductions in recidivism.

38. Justification of vendor selection and determination of price reasonableness:
Selection in accordance with RFP 6-56. The price was negotiated with reference to the budgeted amount of the former contract for the services. Another vendor will be responsible for the Southern region of Indiana.
RECEIVED JUN 30 2014

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

40. Agency fiscal officer or representative approval: C. B. Rutland
41. Date Approved: 6/19/14
42. Budget agency approval: Paul
43. Date Approved: 6-27-14
44. Attorney General's Office approval: M.
45. Date Approved: 7/24/14
46. Agency representative receiving from AG
47. Date Approved



# REQUISITION

**Ship To:** Department of Correction  
 Central Office  
 302 W WASHINGTON ST RM E334  
 INDIANAPOLIS IN 46204

**Bill to:** Department of Correction  
 Central Office  
 302 W WASHINGTON ST RM E334  
 INDIANAPOLIS IN 46204

<b>Requisition No.</b>	0000029811	<b>Date</b>	06/18/2014	<b>Required Date</b>	07/01/2014	<b>Page</b>	1 of 1
<b>Fund/Account:</b>	13770 / 531010						
<b>Dept Number:</b>	125004						
<b>Project Number:</b>							
<b>Requisition Number:</b>	0000029811						
<b>Requestor:</b>	S278774 Sharon Kaye Armstron						
<b>Agency Number:</b>	00615 Department of Correction						
<b>Facility:</b>							

**MUST COMPLETE FOR ICPR**  
 Print REQ  
 Streamline Eligible

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
This amendment extends the contract for an additional 23 months to allow services for two more school years. IDOA was specifically asked to approve this extension, and did so. Educational Services are part of the IDOC programming directly related to reductions in recidivism.						
1-1		EDS D12-7-052 FY15 Amendment 7	1.0000	EA	3,116,674.2500	3,116,674.25
	Vendor:	0000062023 GRACE COLLEGE				
2-1		EDS D12-7-052 FY16 Amendment 7	1.0000	EA	3,264,872.0000	3,264,872.00
	Vendor:	0000062023 GRACE COLLEGE				
The following UN/CEFACT Unit of Measure Common Codes are used in this document: EA      Each						

**Requisition Total \$      6,381,546.25**

I certify that the item[s] requested is [are] necessary for the operation of this State Agency.		
Requestor Signature	Printed Name of Agency Head or Authorized Employee	Authorized Signature

**AMENDMENT #7**  
**EDS# D12-7-052**

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Correction (the "State" or "IDOC") and Grace College (the "Contractor") dated January 1, 2007.

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

1. The Contract is hereby extended for a period of 23 months which extends the contract to cover school years 2014/15 and 2015/16. The extended period shall begin August 1, 2014 and shall end on June 30, 2016. The Contract shall terminate on June 30, 2016.
2. The Consideration for the extended period is \$6,381,546.25, which shall be paid to Contractor in arrears in accordance with the budget attached hereto and incorporated herein as Exhibit A2.
3. Remuneration paid to the Contractor shall not exceed \$3,116,674.25 for school year 2014/15 and \$3,264,872 for school year 2015/2016. Total remuneration under the Contract shall not exceed \$12,543,514.22.
4. The Contract is further amended by adding the following:

**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 TO THIS AGREEMENT**

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

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.

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

**Non-Collusion and Acceptance**

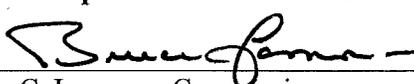
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member,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

**Grace College:**

By:   
Printed Name: Paul G. Blair  
Title: Vice President of Financial Affairs/CFO  
Date: June 6, 2014

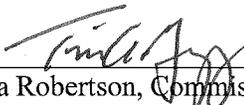
**Indiana Department of Correction:**

By:   
Bruce C. Lemmon, Commissioner  
Date: 6-23-14

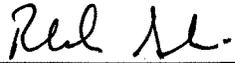
**Approved by:**

Indiana Office of Technology  
**NOT APPLICABLE**  
By: \_\_\_\_\_ (for)  
Paul Baltzell, Chief Information Officer  
Date: \_\_\_\_\_

**Approved by:**

Department of Administration  
By:  (for)  
Jessica Robertson, Commissioner  
Date: 6/25/14

**Approved by:**

State Budget Agency  
 (for)  
Brian E. Bailey, Director  
Date: 6-27-14

**APPROVED as to Form and Legality:**

Office of the Attorney General  
 (for)  
Gregory F. Zoeller, Attorney General  
Date: 7/24/14

23 Month Contract Draft Summaries

DRAFT BUDGET SUMMARY YEAR ONE - 11 Months		DRAFT BUDGET SUMMARY YEAR TWO - 12 Months	
GRACE	GRACE	GRACE	GRACE
School Year 2014/2015	School Year 2015/2016	School Year 2015/2016	School Year 2015/2016
ABE Labor	\$ 959,291.19	ABE Labor	\$979,461.60
ABE Benefits	\$ 379,236.00	ABE Benefits	\$391,784.64
Vocational Labor	\$ 464,173.16	Vocational Labor	\$489,730.80
Vocational Benefits	\$ 193,195.75	Vocational Benefits	\$204,054.50
Site Labor	\$ 360,886.38	Site Labor	\$367,298.10
Site Benefits	\$ 135,952.52	Site Benefits	\$138,757.06
Section Total	\$ 2,492,735.00	Section Total	\$2,571,087
Supplies / Materials	\$ 146,627.25	Supplies / Materials	\$170,992
Section Total	\$ 146,627.00	Section Total	\$170,992
Regional Program	\$ 211,097.00	Regional Program	\$227,793
Section Total	\$ 211,097.00	Section Total	\$227,793
College Fee	\$ 266,215.00	College Fee	\$295,000
Actual Expenditures	\$3,116,674.25	Actual Expenditures	\$3,264,872



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

Received

JUN 24 ENT

- 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.

TCO IDOA Contracts

8/14

ML

1. EDS Number: D12-7-046
2. Date prepared: 6/9/2014

3. CONTRACTS & LEASES

X Professional/Personal Services
Contract for procured Services
Grant
Lease
Attorney
MOU
QPA
Amendment# 8

FISCAL INFORMATION

4. Account Number: 13770-10000.531010
5. Account Name: Educational Services
6. Total amount this action: \$8,509,138.63
7. New contract total: 17,998,876.43
8. Revenue generated this action: \$0.00
9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:
Year 2007 \$0.00
Year 2008 \$0.00
Year 2009 \$0.00
Year 2010 \$0.00
Year 2011 \$80,000.00
Year 2012 \$499,002.00
Year 2013 \$3,690,705.32
Year 2014 \$4,676,650.23
Year 2015 \$4,569,182.88
Year 2016 \$4,483,336.00

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 1/1/2007
12. To (month, day, year): 6/30/2016
13. Method of source selection:
X RFP# 6-56
Emergency
Negotiated
Special Procurement

AGENCY INFORMATION
14. Name of agency: Department of Correction
15. Requisition Number: 00010892
16. Address: Department of Correction
Central Office
302 W WASHINGTON ST RM E334
INDIANAPOLIS, IN 46204

AGENCY CONTACT INFORMATION
17. Name: John Nally
18. Telephone #: 317/233-3111
19. E-mail address: inally@doc.in.gov

COURIER INFORMATION
20. Name: Nicholas Law
21. Telephone #: 317-232-5672
22. E-mail address: Nlaw@doc.in.gov

VENDOR INFORMATION
23 Vendor ID # 0000053062
24. Name: OAKLAND CITY UNIV
25. Telephone #: 812-749-1213
26. Address: 138 LUCRETIA ST
OAKLAND CITY, IN 47660
27. E-mail address: N/A

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
100.0 %

31. Sub Vendor: M/WBE/IN-Veteran
Minority: Yes X No
Women: Yes X No
IN-Veteran: Yes X No
32. If yes, list the %:
Minority: %
Women: %
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 ET AL

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, executed with permission of IDOA, extends the contract term to cover an additional two school years. These services are in line with the services originally provided under the contract, which the contractor provides to adult correctional facilities in the Southern region of the State.

38. Justification of vendor selection and determination of price reasonableness:
The vendor was selected through RFP 6-56. The consideration for the extension is in line with the costs of the original services, and were based on a budget submitted by the Contractor and approved by the IDOC's Division of Education.

RECEIVED

JUN 30 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: [Signature]
41. Date Approved: 6/19/14
42. Budget agency approval: [Signature]
43. Date Approved: 6-27-14
44. Attorney General's Office approval: [Signature]
45. Date Approved: 7/22/14
46. Agency representative receiving from AG
47. Date Approved:



# REQUISITION

**Ship To:** Department of Correction  
 Central Office  
 302 W WASHINGTON ST RM E334  
 INDIANAPOLIS IN 46204

**Bill to:** Department of Correction  
 Central Office  
 302 W WASHINGTON ST RM E334  
 INDIANAPOLIS IN 46204

<b>Requisition No.</b> 0000029798	<b>Date</b> 06/16/2014	<b>Required Date</b> 07/01/2014	<b>Page</b> 1 of 1
<b>Fund/Account:</b> 13770 / 531010		<b>Dept Number:</b> 125004	
<b>Project Number:</b>			
<b>Requisition Number:</b> 0000029798			
<b>Requestor:</b> S278774		<b>Sharon Kaye Armstron</b>	
<b>Agency Number:</b> 00615		<b>Department of Correction</b>	
<b>Facility:</b>			

**MUST COMPLETE FOR ICPR**

**Print REQ**  
 **Streamline Eligible**

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
This amendment, executed with permission of IDOA, extends the contract term to cover an additional two school years. These services are in line with the services originally provided under the contract, which the contractor provides to adult correctional facilities in the Southern region of the State.						
1-1		EDS D12-7-046 FY 15 Amendment 8	1.0000	EA	4,025,802.6300	4,025,802.63
	Vendor:	0000053062 OAKLAND CITY UNIV				
2-1		EDS D12-7-046 FY16 Amendment 8	1.0000	EA	4,483,336.0000	4,483,336.00
	Vendor:	0000053062 OAKLAND CITY UNIV				
The following UN/CEFACT Unit of Measure Common Codes are used in this document: EA Each						

**Requisition Total \$ 8,509,138.63**

<b>Requestor Signature</b>	I certify that the item[s] requested is [are] necessary for the operation of this State Agency.	
	<b>Printed Name of Agency Head or Authorized Employee</b>	<b>Authorized Signature</b>

**AMENDMENT #8**  
**EDS # D12-7-046**

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Correction (the "State" or "IDOC") and Oakland City University (the "Contractor") dated January 1, 2007.

In consideration of the mutual undertakings and covenants hereinafter set forth, the IDOC and Oakland City University agree to amend the Contract as follows:

1. The Contract is hereby extended to June 30, 2016, to cover school years 2014/15 and 2015/16. The Contract shall terminate on June 30, 2016.
2. The services for the extended services exclude the services for juvenile offenders at the Madison Correctional Facility, but the parties may negotiate to include these services at a later date.
3. The Consideration for the extended period is \$8,509,138.63 which shall be paid to Contractor in arrears in accordance with the schedule attached hereto and incorporated herein as Exhibit A2.
4. Remuneration paid to the Contractor shall not exceed \$4,025,802.63 for school year 2014/15 and \$4,483,336 for school year 2015/2016. Total remuneration under the Contract shall not exceed \$17,998,876.43.

5. The Contract is further amended by adding the following:

**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 TO THIS AGREEMENT**

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

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.

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

**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.

Oakland City University:

By: Ray G. Barber  
Printed Name: Ray G. Barber  
Title: President  
Date: June 4, 2014

Indiana Department of Correction:

By: Bruce C. Lemmon  
Bruce C. Lemmon, Commissioner  
Date: 6-23-14

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

By: \_\_\_\_\_ (for)  
Paul Baltzell, Chief Information Officer  
Date: \_\_\_\_\_

Approved by:  
Department of Administration

By: Jessica Robertson (for)  
Jessica Robertson, Commissioner  
Date: 6/25/14

Approved by:  
State Budget Agency

Brian E. Bailey (for)  
Brian E. Bailey, Director  
Date: 6-27-14

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

Gregory F. Zoeller (for)  
Gregory F. Zoeller, Attorney General  
Date: 7/22/14

23 Month Contract Draft Summaries					
DRAFT BUDGET SUMMARY YEAR ONE 11 Months			DRAFT BUDGET SUMMARY YEAR TWO 12 Months		
	OCU			OCU	
	<b>11 Months School Year 2014/2015</b>			<b>12 Months School Year 2015/2016</b>	
ABE Labor	\$ 1,053,964.77		ABE Labor	\$1,172,348.96	
ABE Benefits	\$ 371,375.30		ABE Benefits	\$413,089.16	
Vocational Labor	\$ 797,676.84		Vocational Labor	\$887,274.20	
Vocational Benefits	\$ 279,187.07		Vocational Benefits	\$310,546.20	
Site Labor	\$ 466,788.65		Site Labor	\$519,219.68	
Site Benefits	\$ 192,176.00		Site Benefits	\$210,527.00	
<b>Section Total</b>	<b>\$ 3,161,168.63</b>		<b>Section Total</b>	<b>\$3,513,005</b>	
Supplies / Materials	\$ 313,324.00		Supplies / Materials	\$355,912	
<b>Section Total</b>	<b>\$ 313,324.00</b>		<b>Section Total</b>	<b>\$355,912</b>	
<b>Sub-Total</b>	<b>\$ 3,474,492.63</b>		<b>Sub-Total</b>	<b>\$3,868,917</b>	
All Inclusive Regional Management & College Fees	\$551,310.00		Regional Program Management & College Fees	\$614,419	
<b>Actual Expenditures</b>	<b>\$ 4,025,802.63</b>		<b>Actual Expenditures</b>	<b>\$4,483,336</b>	

# \*RUSH\*

## EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)



Instructions for completing the EDS and the Contract process.

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.

### Received

OCT 14 ENT'D RC

### IDOA Contracts

ML 11/28

1. EDS Number: D12-7-046	2. Date prepared: 9/19/2014
-----------------------------	--------------------------------

### 3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# <u>9</u>
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

### FISCAL INFORMATION

4. Account Number: 13770-10000.531010	5. Account Name: Educational Services
6. Total amount this action: \$892,675.00	7. New contract total: 18,891,551.43
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year <u>2007</u> \$0.00	Year <u>2012</u> \$499,002.00
Year <u>2008</u> \$0.00	Year <u>2013</u> \$3,690,705.32
Year <u>2009</u> \$0.00	Year <u>2014</u> \$4,676,650.23
Year <u>2010</u> \$0.00	Year <u>2015</u> \$5,461,857.88
Year <u>2011</u> \$80,000.00	Year <u>2016</u> \$4,483,336.00

### TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 1/1/2007	12. To (month, day, year): 6/30/2016
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input checked="" type="checkbox"/> RFP# <u>6-56</u>	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Negotiated	<input type="checkbox"/> Special Procurement

AGENCY INFORMATION	
14. Name of agency: Department of Correction	15. Requisition Number: 00010892

16. Address: Department of Correction Central Office 302 W WASHINGTON ST RM E334 INDIANAPOLIS, IN 46204
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AGENCY CONTACT INFORMATION	
17. Name: John Nally	18. Telephone #: 317/233-3111
19. E-mail address: jnally@doc.in.gov	

COURIER INFORMATION	
20. Name: Nicholas Law	21. Telephone #: 317-232-5672
22. E-mail address: Nlaws@doc.in.gov	

VENDOR INFORMATION	
23. Vendor ID # 0000053062	25. Telephone #: 812-749-1213
24. Name: OAKLAND CITY UNIV	26. Address: 138 LUCRETIA ST OAKLAND CITY, IN 47660

27. E-mail address: N/A	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
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29. Primary Vendor: M/WBE/IN-Vetera Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. Primary Vendor Percentages 100.0 %
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31. Sub Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ % IN-Veteran _____ %
---	--

33. Is there Renewal Language in <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
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35. Will the attached document involve data processing or telecommunications system  Yes: IOT or Delegate has signed off on contract

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

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 contract term to cover an additional school year. These services are in line with the services originally provided under the contract, which the contractor provides to adult correctional facilities in the Southern region of the State. This amendment allows for the continuation of juvenile probation services at Madison Juvenile Correctional Facility.

38. Justification of vendor selection and determination of price reasonableness:  
The vendor was selected through RFP 6-56. The consideration for the extension is in line with the costs of the original services, and were based on a budget submitted by the Contractor and approved by the IDOC's Division of Education.

### RECEIVED

OCT 16 2014

### OAG-ADVISORY

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 10/14/14	42. Budget agency approval <i>[Signature]</i>	43. Date Approved 10/14/14
44. Attorney General's Office approval <i>[Signature]</i>	45. Date Approved 10/20/14	46. Agency representative receiving from AG	47. Date Approved



## REQUISITION

Ship To: Madison Juvenile Correctional Facility  
1130 MSH 4TH ST  
MADISON IN 47250

Requisition No.	Date	Required Date	Page
0000001723	10/07/2014	07/01/2015	1 of 1
Fund/Account:	14535 / 535015		
Dept Number:	561001		
Project Number:			
Requisition Number:	0000001723		
Requestor:	JLOGAN Logan, Jennifer-615		
Agency Number:	00672 Madison Juvenile Corr Fac		
Facility:			

Bill to: Madison Juvenile Correctional Facility  
1130 MSH 4TH ST  
MADISON IN 47250

**MUST COMPLETE FOR ICPR**  
 Print REQ  
 Streamline Eligible

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
1-1		EDUCATION SERVICES FOR STUDENTS - 2015 AND 2016 EDUCATION SERVICES FOR 2015 - 10/01/2014- 06/30/2015	1.0000	EA	669,506.2200	669,506.22
2-1		EDUCATION SERVICES FOR 2016 - 07/01/2015 - 09/30/2016	1.0000	EA	223,168.7800	223,168.78

The following UN/CEFACT Unit of Measure  
Common Codes are used in this document:  
EA Each

**Requisition Total \$ 892,675.00**

Requestor Signature	I certify that the item[s] requested is [are] necessary for the operation of this State Agency.	
	Printed Name of Agency Head or Authorized Employee  <i>Tina Little</i>	Authorized Signature  

**AMENDMENT #9**

**EDS #D12-7-046**

This is an amendment to the Contract (the "Contract") entered into by and between the **Indiana Department of Correction** (the "State" or "IDOC") and **Oakland City University** (the "Contractor") dated **January 1, 2007**.

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

Consideration is added in the amount of **\$892,675.00**, as detailed in **Exhibit A9**, in order to continue the provision of juvenile educational services provided between 15 October 2014 and 14 October 2015 at Madison Juvenile Correctional Facility as established in Amendment #7 of this Contract. Total remuneration under the Contract is not to exceed **\$18,891,551.43**.

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

**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.

Oakland City University

By: Ray G. Barber  
Ray G. Barber, President  
Name and Title, Printed

Date: September 11, 2014

Indiana Department of Correction

By: Andrew D. Pritchard  
Andrew D. Pritchard, CFO for  
Bruce Lemmon, Commissioner

Date: 14 Oct 2014

**Approved by:**  
Indiana Department of Administration

By: [Signature] (for)  
Jessica Robertson, Commissioner

Date: 10/14/14

**Approved by:**  
State Budget Agency

By: [Signature] (for)  
Brian E. Bailey, Director

Date: 10/16/14

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

[Signature] (for)  
Gregory F. Zoeller, Attorney General

Date: 10/20/14

**Approved by:**  
Indiana Office of Technology

By: n/a (for)  
Paul Baltzell, Chief Information Officer

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

<b>Madison Juvenile Correctional Facility</b>		
<b>2015 Proposed Budget</b>		
Supervisor of Education: Principal		\$70,000.00
Special Education Coordinator/Remedial		\$57,000.00
English		\$45,500.00
Math		\$45,500.00
Social Studies		\$45,500.00
Science		\$45,500.00
Health/PE		\$45,500.00
Art/Vocational		\$45,500.00
Computer/Vocational		\$45,500.00
Administrative Assistant		\$27,000.00
Teacher Assistant		\$40,000.00
Employer Provided Benefits at @23%		\$117,875.00
Substitute Teachers		\$30,000.00
Salary Upgrade in March, 2015		\$10,000.00
Increased Benefits		\$2,300.00
Annual materials/Supplies		\$20,000.00
Supportive Technology		\$56,000.00
Possible Related Services		\$5,000.00
Professional Development/Travel		\$13,000.00
Copiers/Fax		\$6,000.00
College Fee		\$120,000.00
	<b>TOTAL</b>	<b>\$892,675.00</b>