

**CONTRACT No.: DMS 08/09-077
OPERATIONS AND MANAGEMENT SERVICE CONTRACT
BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AND
GEO CORRECTIONS AND DETENTION, LLC
FOR THE
SOUTH BAY CORRECTIONAL FACILITY**

AMENDMENT NO.: 12

This Amendment to Contract No.: DMS 08/09-077 (the "Contract") is by and between the State of Florida acting through the Florida Department of Management Services (the "Department"), Bureau of Private Prison Monitoring (the "Bureau") and GEO CORRECTIONS AND DETENTION, LLC, a wholly owned subsidiary of THE GEO GROUP, INC. ("GEO"), 621 Northwest 53rd Street, Boca Raton, Florida 33487 ("GEO Corrections" or the "Contractor") and (collectively known as the "Parties").

WHEREAS, the 2017-2018 General Appropriations Act has been finalized and specific funding for Continuum of Care Programming has been identified; and

NOW THEREFORE, in consideration of the mutual benefits exchanged and received, the Parties agree to amend the Contract as follows:

1. For the period beginning July 1, 2017 and ending June 30, 2018, subject to sufficient funding, Sections 3 through 11 of this Amendment will be in effect.
2. These definitions are for purposes of Exhibits 8, 9, and 10 to this Amendment, only.
 - a. "Participant" means Inmates, or Inmates post-release from South Bay Correctional Facility within twelve (12) months, who have:
 - i. Signed a declaration of participation in the program, and
 1. Have at least one referral to a post-release program as listed in Exhibit 9, or
 2. Have participated in one of the three programs in Exhibit 8.
 - b. "Referral" means a formal written referral to the services listed in Exhibit 9.
3. Sub-section 5.34.4.9 is added to the Contract:

5.34.4.9.1 Continuum of Care Program: Contractor shall provide enhanced rehabilitation programs for offenders/residents effective July 1, 2017 as set forth in Exhibits 2, 3 and 7-11 attached hereto. The enhanced rehabilitation program shall include additional program staff, revised/expanded program curriculum integrated with select post release assistance in the areas of housing, employment and treatment. Contractor shall coordinate with DMS and DOC to access offender recidivism results at one year, two year, and three year intervals following offender release.

- Contractor Staffing Plan on Exhibit 2.
- Contractor Position and Salary Detail on Exhibit 3.
- Contractor South Bay CoC Program Staffing Comparison is indicated on Exhibit 7.
- Contractor Additional CoC Program Curriculum Summary is indicated on Exhibit 8.
- Contractor CoC Post Release Services Estimated Budget are indicated on Exhibit 9.
- Contract CoC Monthly Reports are indicated on Exhibits 10-1 and 10-2.
- Contractor CoC pricing is indicated on Exhibit 11.

4. Sub-section 5.34.4.9.2 is added to the Contract:

- a. Adjustments due to partial performance may be assessed pursuant to Section 10.11.3.
- b. A start-up/transition period of thirty (30) to forty-five (45) calendar days will be permitted to allow for recruitment and training of CoC staff, as well as to allow for engagement of participants.

5. The Contract, Sub-section 7.2 is amended to add the following:

The Contractor shall submit invoices monthly with Exhibit 10-1 and 10-2 Monthly Reports. Every third monthly invoice (August, December, March, June) shall contain a reconciliation of post release services, estimated budget and actual participation and resulting costs for the quarter. The Department shall deduct from June's invoice any credits due to DMS where the total budget in Exhibit 9 or contractor pricing in Exhibit 11 has not been fully expended, as shown by the reconciliation report.

6. The Contract, Sub-section 7.2.1 is amended to add the following:

The On-Site Contract Monitor shall have read-only access to the GeoTrack system to verify the monthly submitted Exhibits 10-1 and 10-2 reconciliation.

7. Article 7 Compensations and Adjustments – The following section is now added:

7.1.8. Continuum of Care will be paid at the monthly rate in Exhibit 11 Contractor Pricing, \$621,144 in total.

8. The Contract, Sub-section 12.7.3. is added to read as follows:

The Contractor shall comply with Internal Revenue Code Section 6041 or any other applicable federal, state, or local tax reporting requirements for any payments or vouchers provided to inmates in a Continuum of Care post release program.

9. This Amendment and Exhibits are hereby made a part of this Contract. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments are unchanged. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof.

10. This Amendment is effective on July 1, 2017 or the last date of execution.

11. This Amendment remains subject to section 287.0582, Florida Statutes.

IN WITNESS WHEREOF, the undersigned authorized persons have executed this Amendment on behalf of their respective party effective on the last date of execution.

SO AGREED by the Parties' authorized representatives on the dates noted below:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES



David Zeckman, Chief of Staff

June 30, 2017
Date

GEO CORRECTIONS AND DETENTION, LLC



Amber D. Martin, Executive Vice President

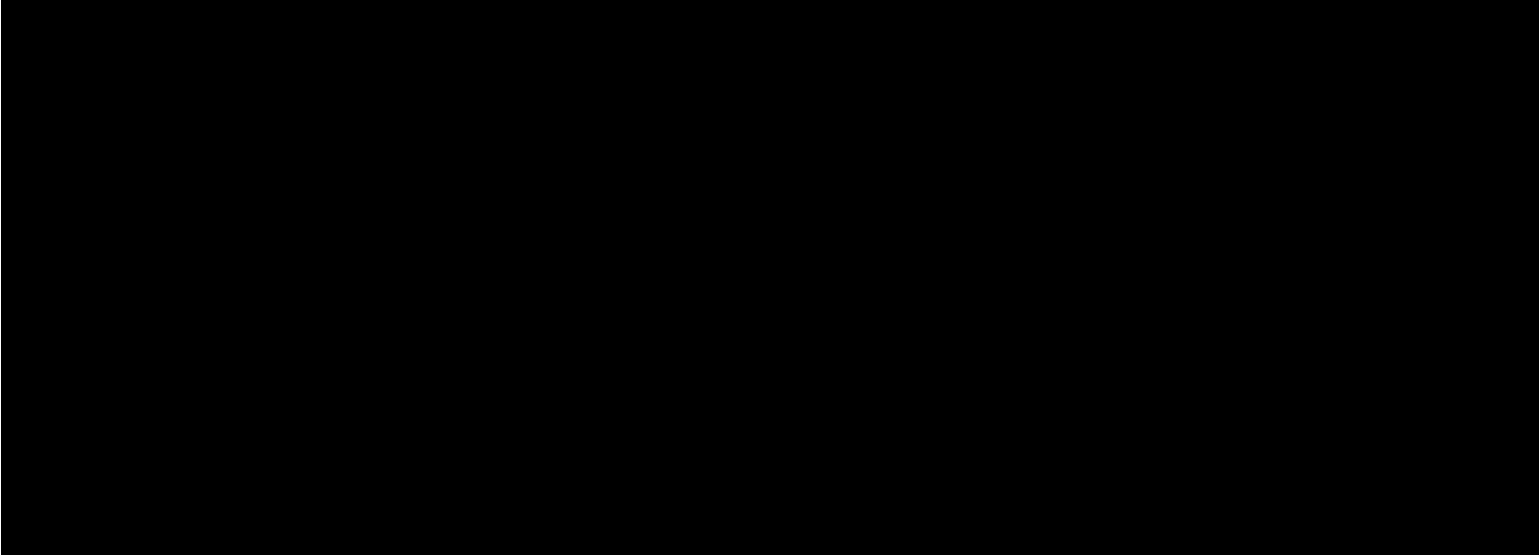
June 30, 2017
Date

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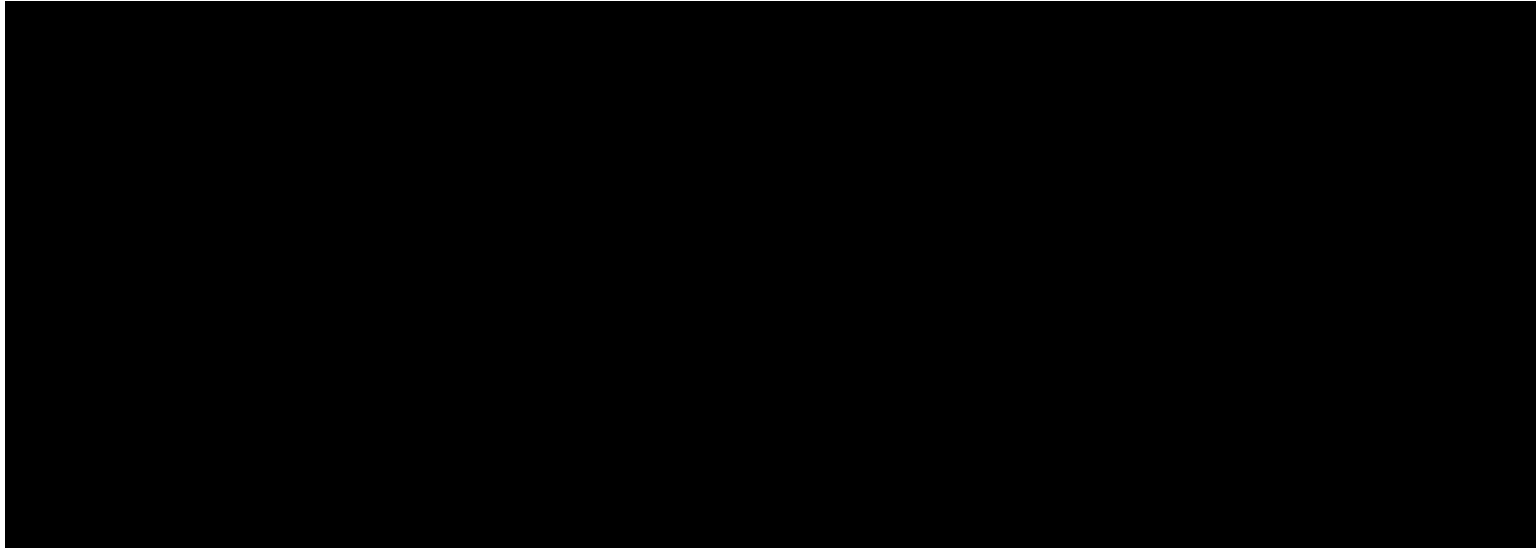
**The GEO Group, Inc.
South Bay Correctional Facility
1948 Beds Florida DOC / DMS
AMENDMENT 12; Exhibit 2**

Executive Office

NonShift Shift 1 Shift 2 Shift 3 Relief FTE

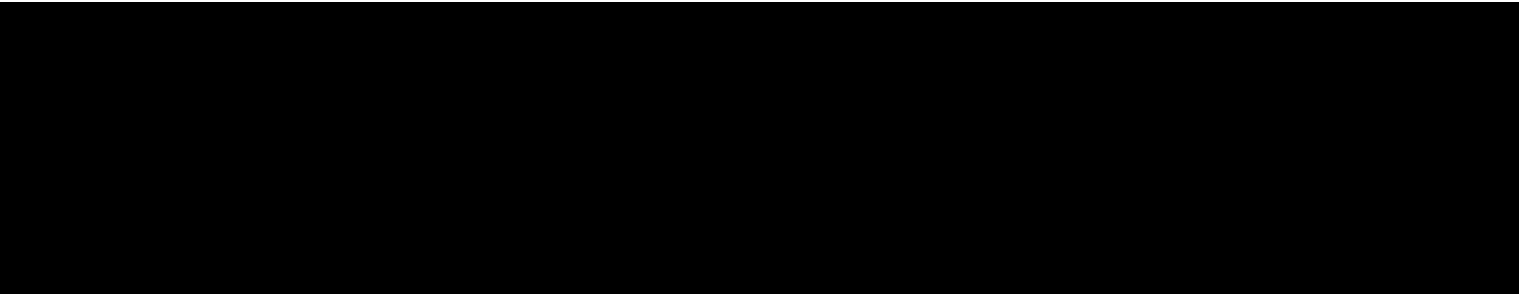


Business / Support



Maintenance

NonShift Shift 1 Shift 2 Shift 3 Relief FTE

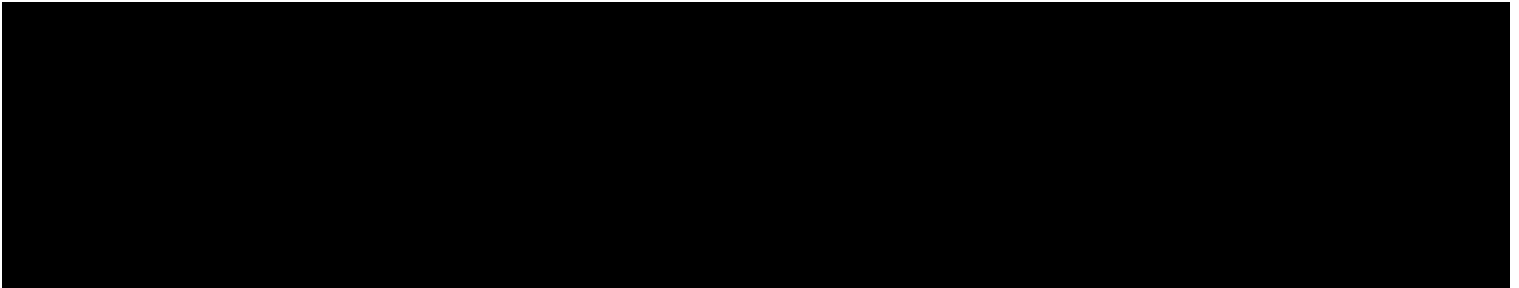


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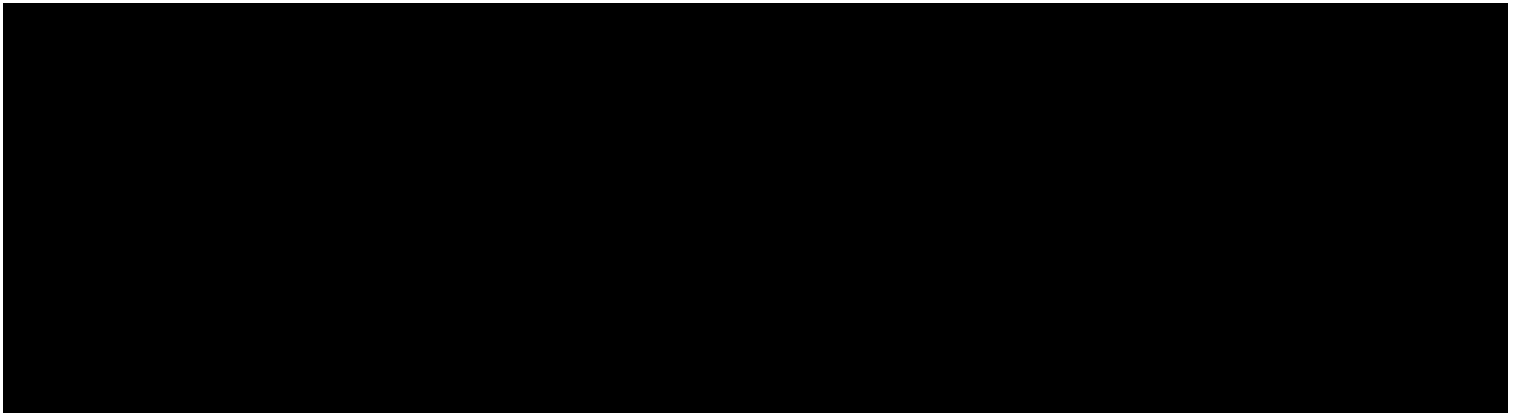
Food Service

NonShift Shift 1 Shift 2 Shift 3 Relief FTE

A large black rectangular redaction box covers the entire content area of the Food Service staffing table.

Security Supervisors

LVL NonShift Shift 1 Shift 2 Shift 3 Relief FTE

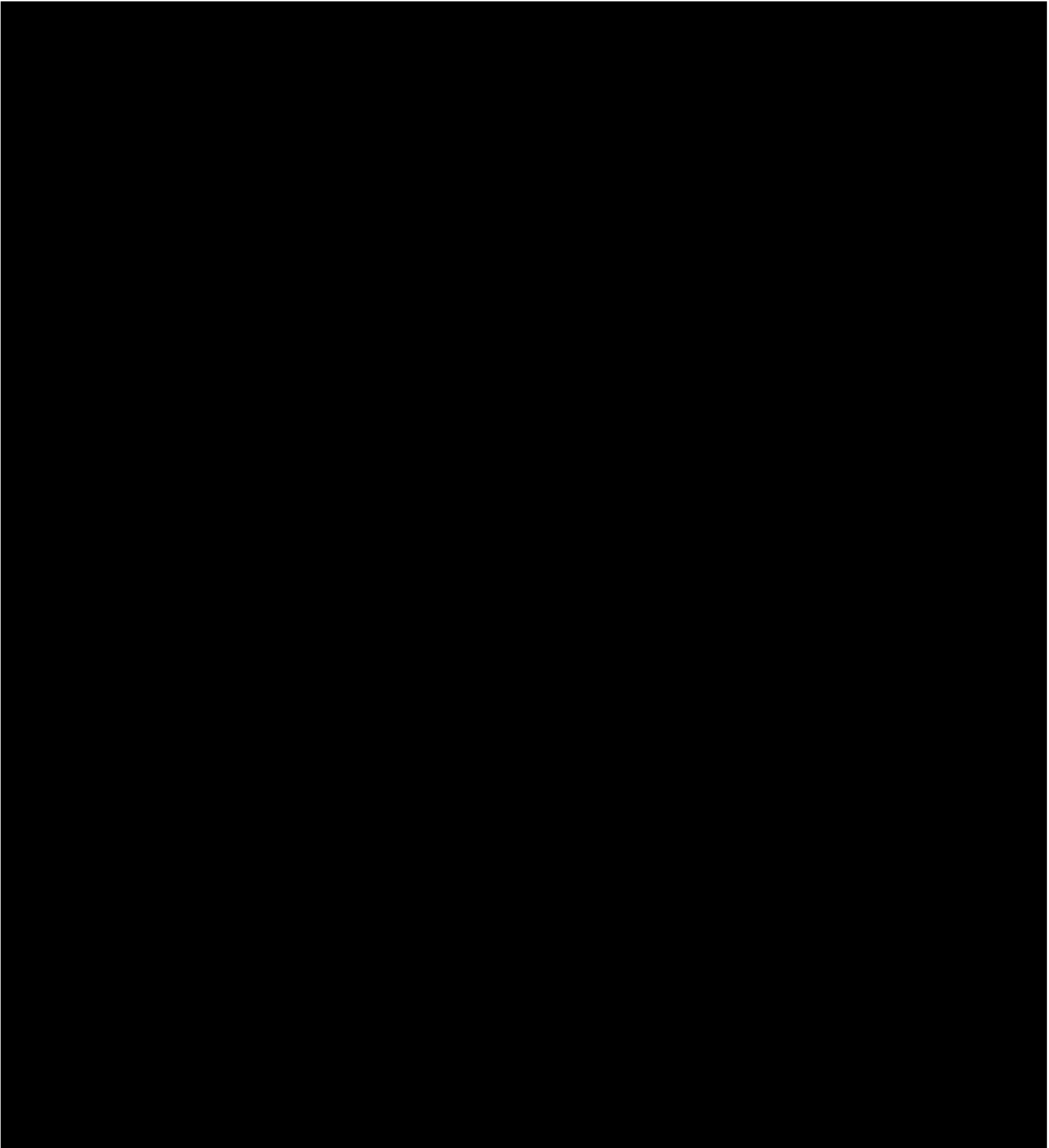
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South Bay Correctional Facility

Correctional Officers

LVL NonShift Shift 1 Shift 2 Shift 3 Relief FTE



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South Bay Correctional Facility

Programs

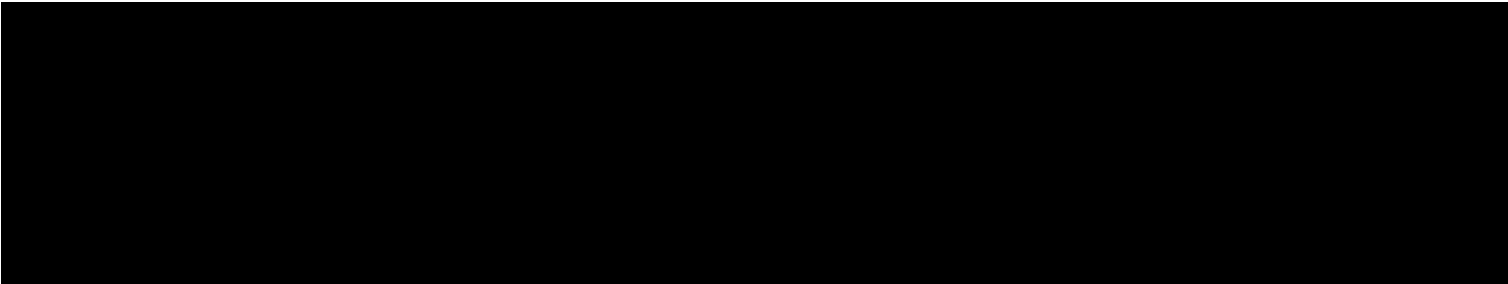
NonShift Shift 1 Shift 2 Shift 3 Relief FTE



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South Bay Correctional Facility

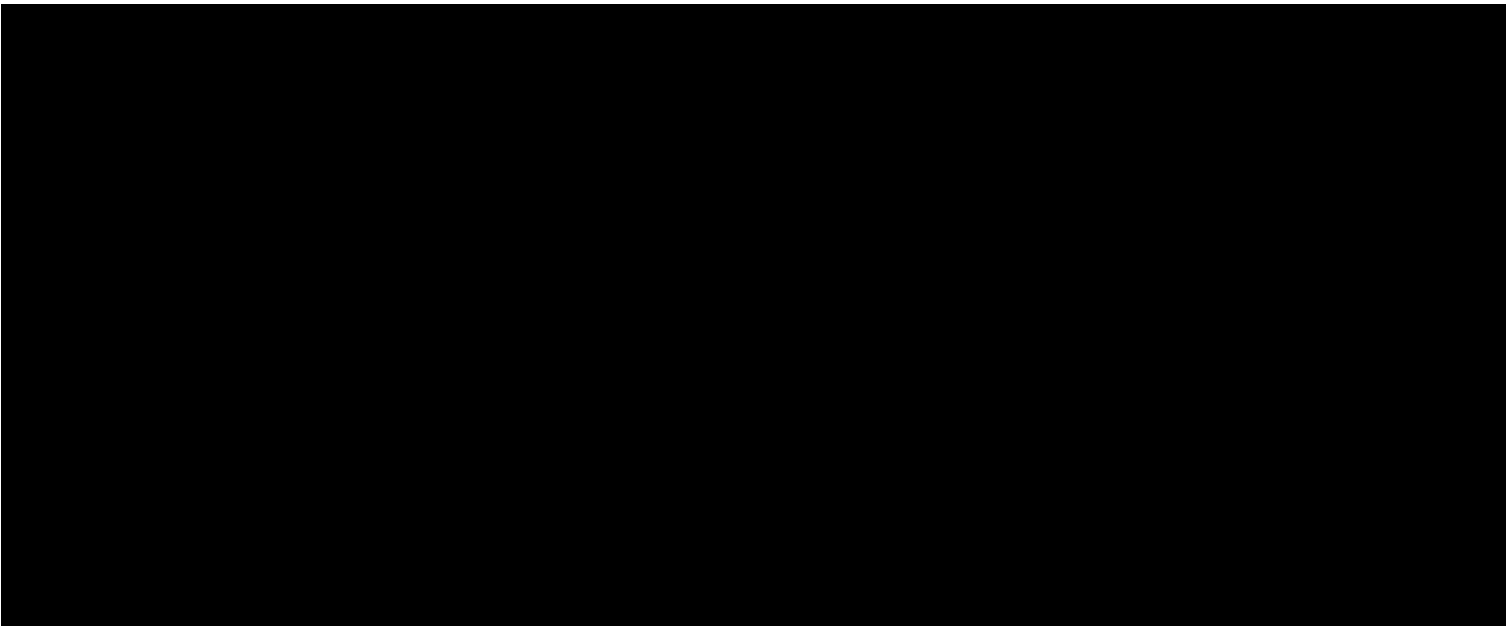
SUMMARY	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
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Contract Positions

CCS Health Services

NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
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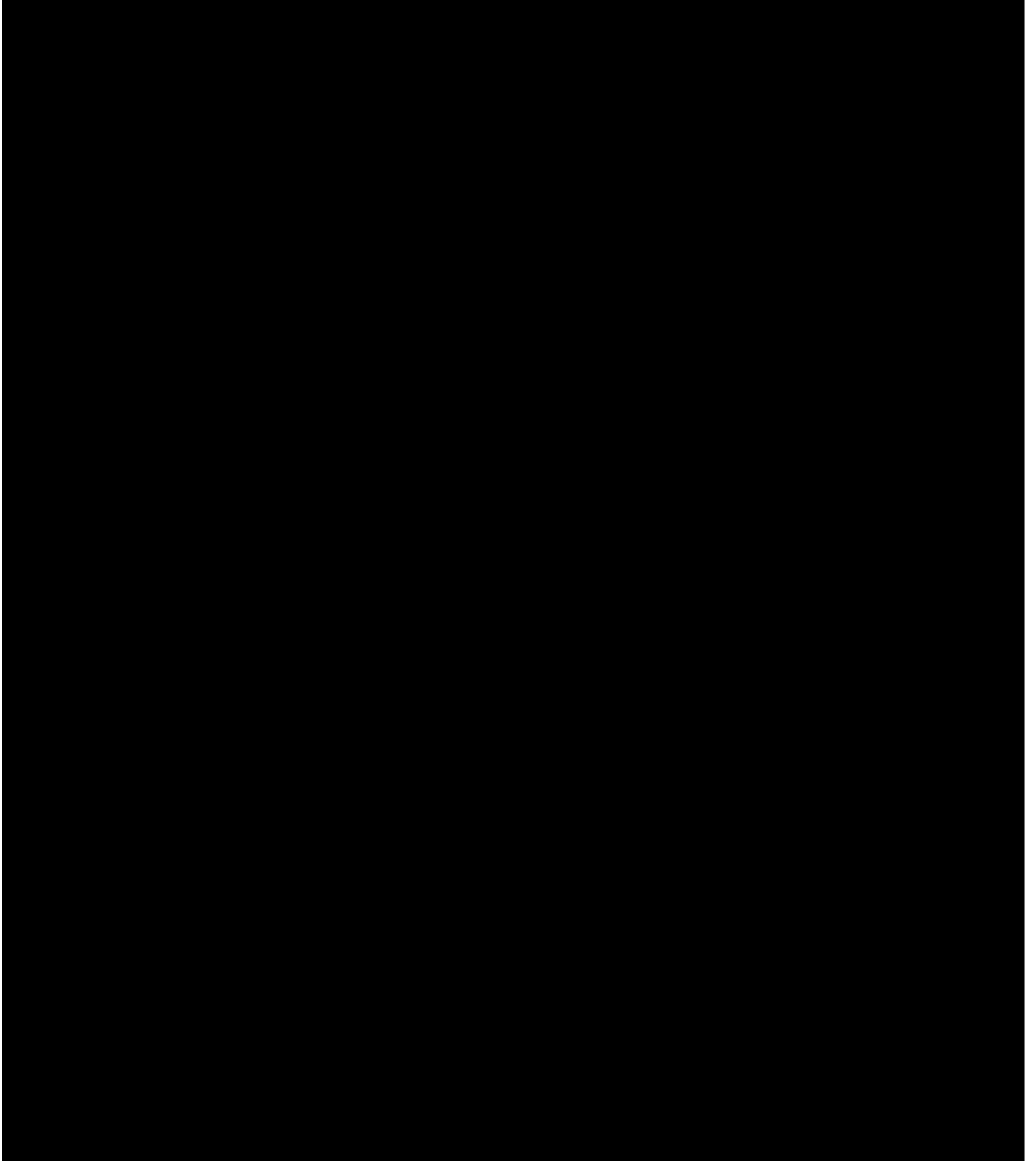
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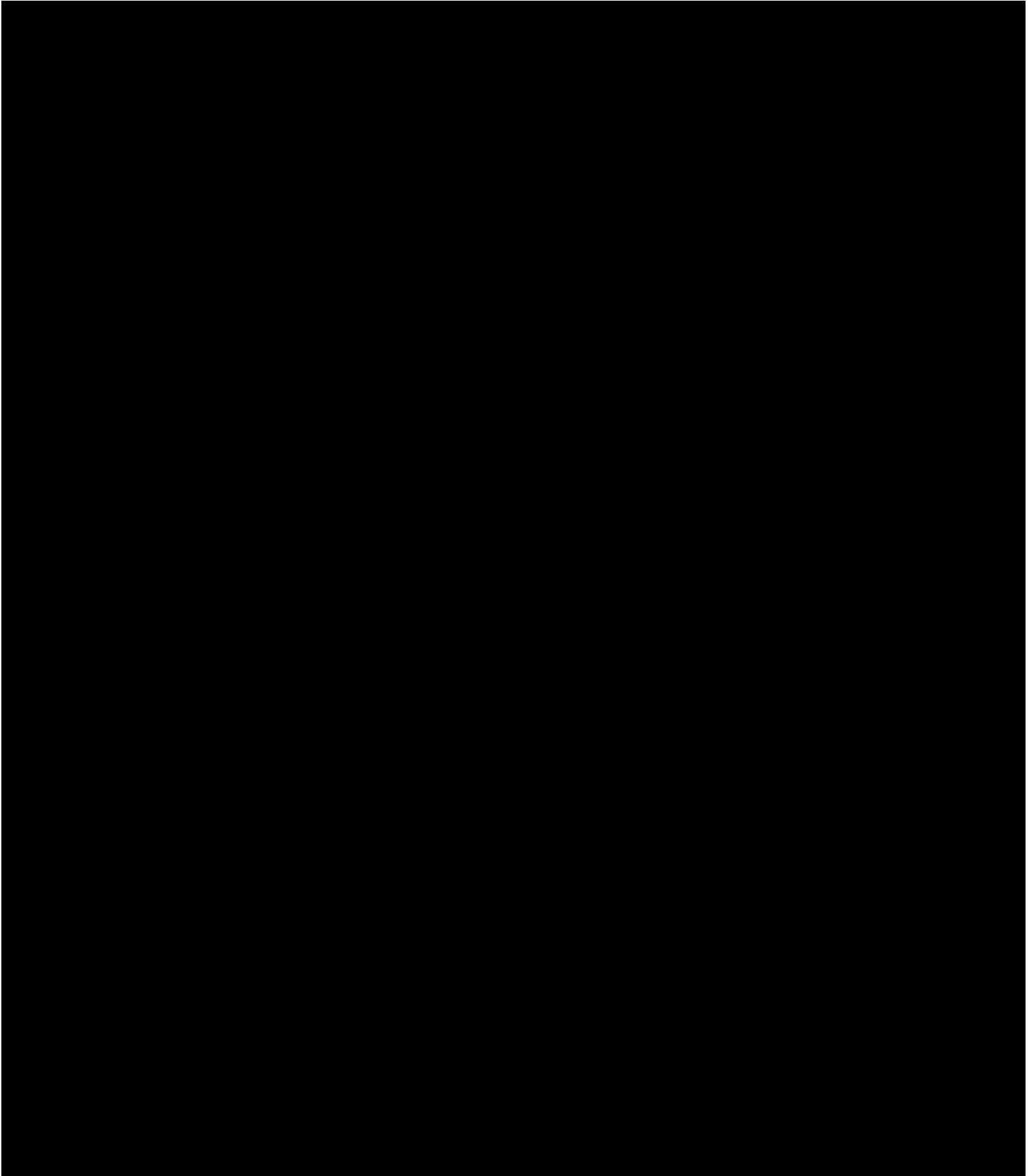
Exhibit 3; Amendment #12

GEO CORRECTIONS AND DETENTION, LLC.

SOUTH BAY CORRECTIONAL FACILITY

Florida ITN No.: DMS 08/09-077





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Exhibit 7

South Bay Program Staffing Comparison

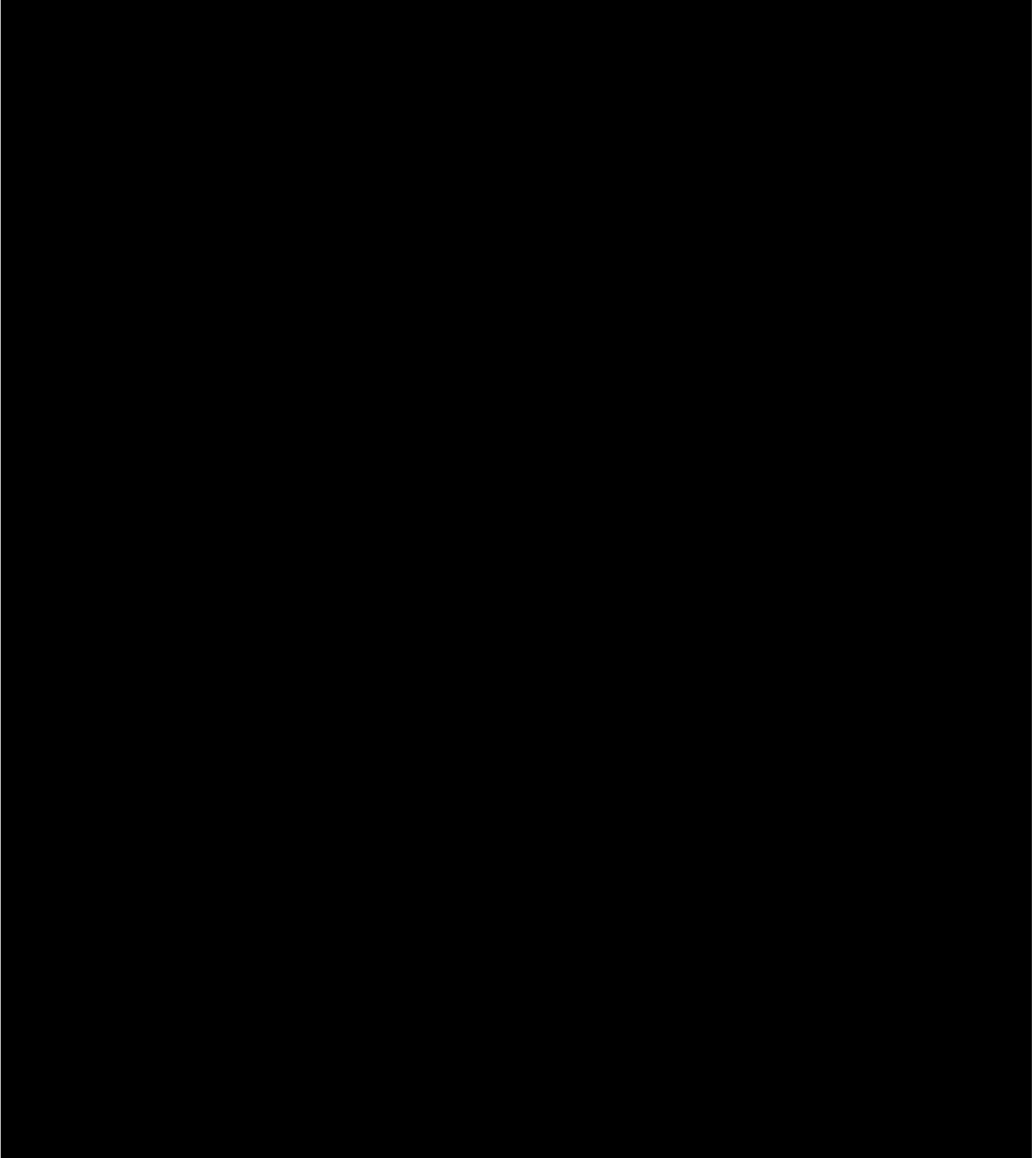


Exhibit 8
Revised Additional Program Curriculum Summary

Cognitive Behavioral Intervention for Substance Abuse (CBI-SA)

The *Cognitive Behavioral Interventions for Substance Abuse* (CBI-SA) is a curriculum designed for individuals that are moderate to high need in the area of substance abuse. This curriculum was developed by the University of Cincinnati Corrections Institute (UCCI) and is well suited for a criminal justice population. As the name of the curriculum suggests, this intervention relies on a cognitive-behavioral approach to teach participants strategies for avoiding substance abuse, and identifying and coping with risky situations. The program places heavy emphasis on skill building activities, including role plays to assist with cognitive, social, emotional, and coping skills development. Participants are required to do homework for every session to enhance the skills learned. Areas covered in the curriculum include motivational enhancement, cognitive restructuring, emotion regulation, social skills, problem solving, and success planning. The program is designed to be delivered two or three days a week for a total of 39 sessions.

Thinking for a Change (T4C)

The *Thinking for a Change: An Integrated Approach to Changing Offender Behavior* (T4C) curriculum, developed by Barry Glick, Jack Bush, and Juliana Taymans in cooperation with The National Institute of Corrections (NIC), "...uses a combination of approaches to increase offenders' awareness of themselves and others. It integrates cognitive restructuring, social skills, and problem solving. The program begins by teaching offenders an introspective process for examining their ways of thinking and their feelings, beliefs, and attitudes. The process is reinforced throughout the program. Social-skills training is provided as an alternative to antisocial behaviors. The program culminates by integrating the skills offenders have learned into steps for problem solving. Problem solving becomes the central approach offenders learn that enables them to work through difficult situations without engaging in criminal behavior" (Milkman & Wanberg, 2007). Combining the cognitive self-change, social skills, and problem solving the program consists of a total of 25 sessions to be delivered two to three times a week.

Individual Cognitive Behavioral Treatment (ICBT) Sessions

Individual Cognitive Behavioral Treatment sessions (ICBT) are designed to occur approximately twice monthly with offenders who are within 12 months of release. These sessions are intended to address their criminogenic need areas to reduce their risk for re-offending when released. During these sessions the case manager reviews the treatment plan with the offender to prioritize criminogenic need areas to be addressed. Then, the appropriate intervention is chosen to address that criminogenic need. These interventions include but are not limited to: Carey Guides, social skills, thinking reports, behavior chains, problem solving, and cost-benefit analysis. These interventions are intended to target individual criminogenic needs, emphasizing skills building, how to avoid risky situations, and role playing to cement new skills learned. Homework is also assigned after every session to further practice the skills learned to reduce their criminogenic needs and handle risky situations when released.

Note: Full curriculum will be provided prior to CoC Program implementation

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**Exhibit 9
Post Release Services**

Contract Capacity: 985

Estimated Inmates within 12 Months of Release: 226 (annualized)

Post Release Services for up to 4 months per Inmate	Estimated # of Inmates Needing Services	Estimated Monthly Cost per Inmate	Budgeted Cost from 7/1/17 to 6/30/18
Transitional Housing			
Transportation			
Employment Services			
Education Services			
Clothing			
Food			
Aftercare Treatment			
			\$93,893

Note: The above estimated percentages and dollar values are based on the history with our current Pilot CoC program at the Graceville facility. GEO reserves the right to increase and/or reduce the specific percentages and/or dollar values where necessary and remain within the Total Budget Cost for Post Release Services; any costs above the Total Budget Cost for Post Release Services will be at GEO's expense.

Transitional Housing: The goal is to link Post Release Participants to immediate housing upon release. Housing provides stability which enables returning citizens to focus on participating in necessary services (i.e., education, employment, treatment, and self-help groups). Estimated number is based upon inmates currently releasing with an unmet need. Average price of transitional beds are \$25 per night.

Transportation: To ensure that our Post Release Participants have the capability to attend supportive services (i.e., treatment, school, work and supervising agencies), GEO plans to partner with local transportation companies to provide monthly bus passes for individuals compliant with their Release Action Plan. We have also identified organizations willing to provide bicycles for those in need. Estimated number based upon inmates currently releasing with an unmet transportation need. Average rate of monthly bus pass is \$40.

Employment Services: GEO has established relationships with organizations that have a network of “felony friendly” employers. GEO will seek linkage to organizations assisting with vocational readiness courses. Estimated number based on inmates currently releasing with unmet employment services need. Services based on copay to attend employment readiness groups and placement services average \$50 monthly.

Education Services: GEO will establish working relationships with organizations that enables Post Release Participants to obtain a High School Equivalency (HSE) certificate. In addition, we will promote continued higher education when applicable. Estimated number based upon inmates currently releasing with unmet continuing education needs. \$50 service based upon HSE classes and cost to take GED test.

Clothing Assistance: To ensure that our Post Release Participants have the ability to dress accordingly for job searches, employment, and any community based service they may be attending, GEO will establish relationships with providers and provide a one-time stipend for clothing based upon need.

Food Assistance: GEO has established relationships with providers in the community to assist Post Release Participants with obtaining food upon their release. This connection will provide the Participant with a food voucher for up to three months.

Aftercare Treatment: Based upon the needs of Post Release Participants, ongoing post release aftercare treatment may be recommended. We plan to partner with quality community based organizations that provide substance abuse, anger management, parenting, mental health, and any other supportive programs which reduce the risk to recidivate. Estimated number based on inmates currently releasing with an unmet aftercare treatment need. Assume two sessions per month at \$25 per session.

Exhibit 10-1

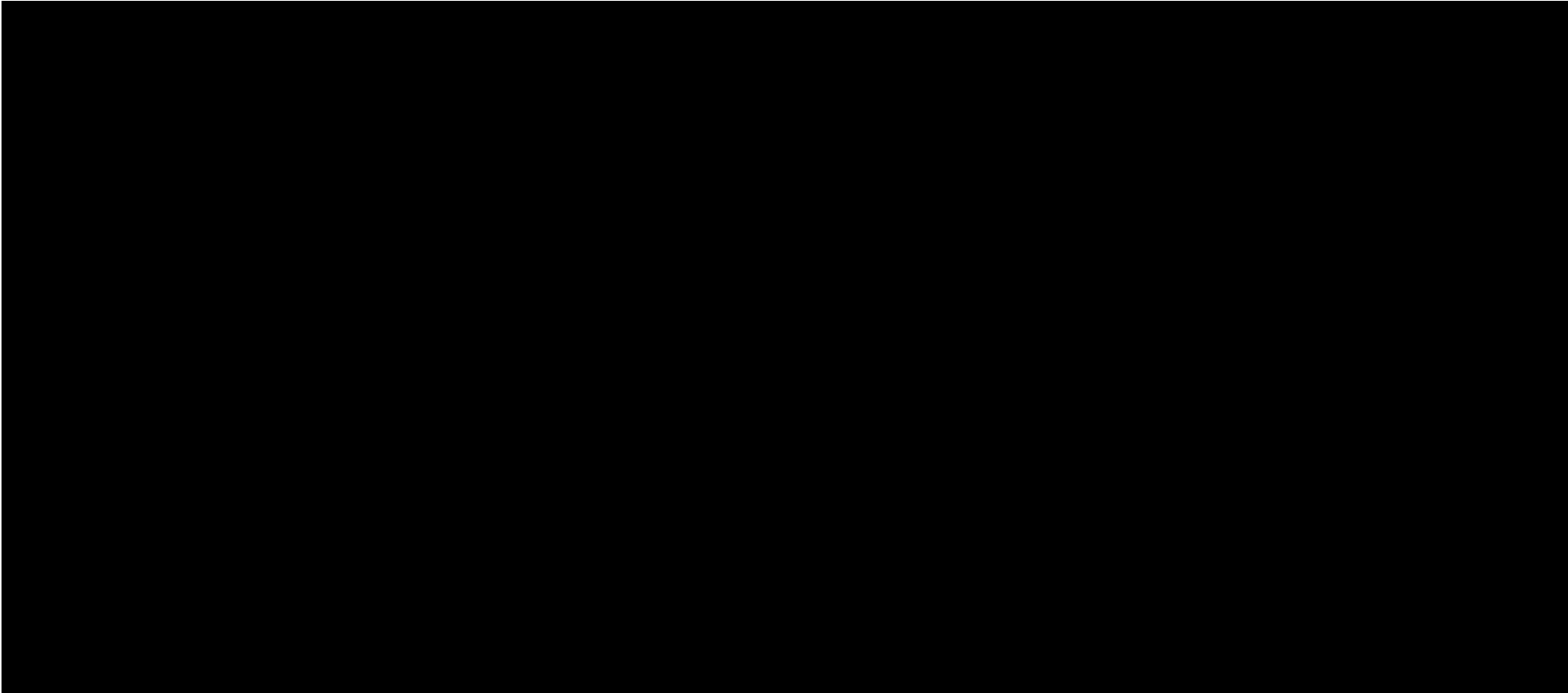
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South Bay Correctional Facility

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Monthly Facility Program Report

Correctional Facility

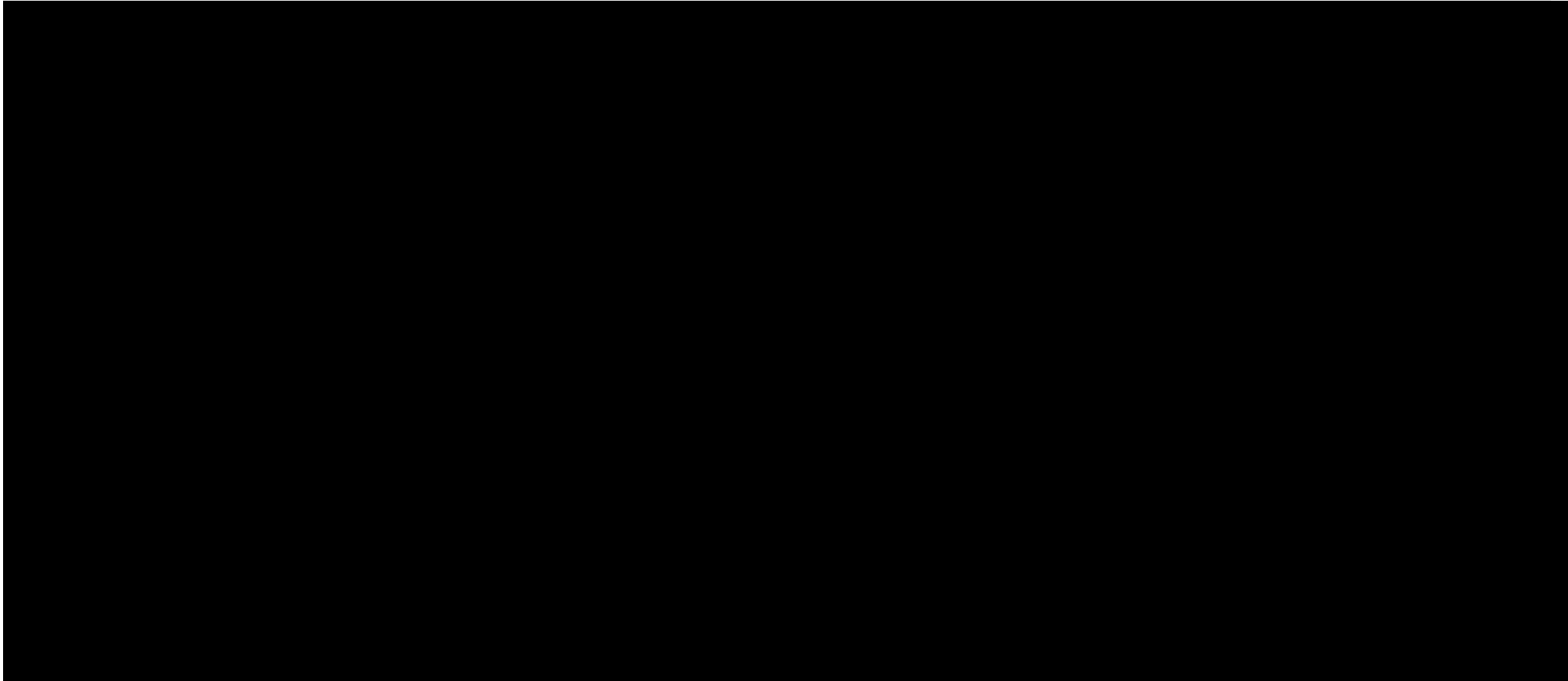


South Bay Correctional Facility

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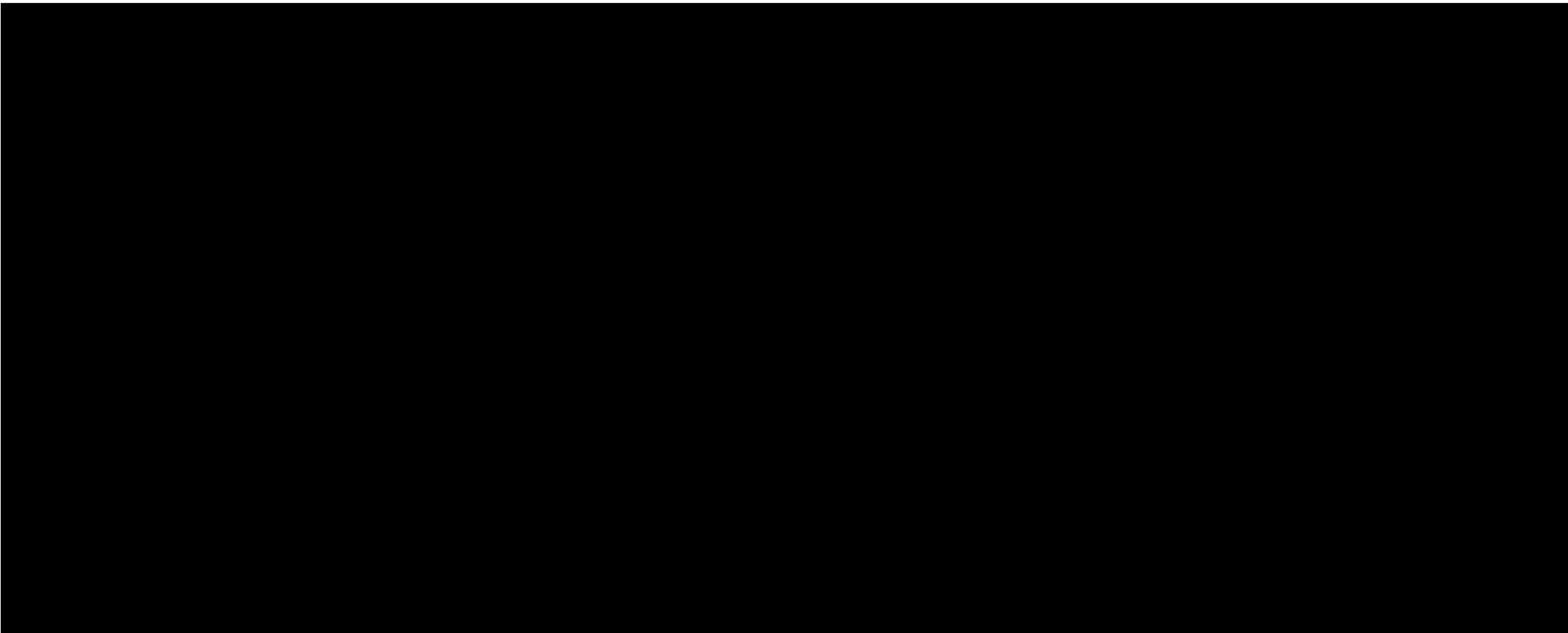
Post Release Aggregate Progress Report

For the month _____



Note: GEO, with the approval of Client, reserves the right to modify this report with respect to the management and information needs of the program.





PROFIT	\$0
TOTAL COST TO STATE*	\$ 621,144

PROFIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL COST TO STATE*	\$ 118,404	\$ 45,704	\$ 45,704	\$ 45,704	\$ 45,704	\$ 45,704	\$ 45,704	\$ 45,704	\$ 45,704	\$ 45,704	\$ 45,704	\$ 45,704	\$ 45,704	\$ 45,704	\$ 621,144

*Total cost to State does not include regional/corporate overhead.