

STATE OF OHIO  
OFFICE OF THE INSPECTOR GENERAL

RANDALL J. MEYER, INSPECTOR GENERAL

REPORT OF  
INVESTIGATION



AGENCY: OHIO DEPARTMENT OF REHABILITATION AND CORRECTION  
FILE ID NO.: 2015-CA00047  
DATE OF REPORT: APRIL 11, 2017

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*“Safeguarding integrity in state government”*

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Randall J. Meyer  
Ohio Inspector General



STATE OF OHIO  
**OFFICE OF THE INSPECTOR GENERAL**

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RANDALL J. MEYER, INSPECTOR GENERAL

**REPORT OF INVESTIGATION**

**FILE ID NUMBER:** 2015-CA00047

**SUBJECT NAME(S):** Rebecca Shafer;  
Jason Bunting;  
Jo Dee Davis.

**POSITION(S):** Former Business Administrator 3, Marion  
Correctional Institution (MCI);  
Former Warden, MCI;  
Healing Broken Circles, Inc., Founder.

**AGENCY:** Ohio Department of Rehabilitation and Correction

**BASIS FOR INVESTIGATION:** Inspector General Initiative

**ALLEGATIONS:** Failure to Comply with State or Departmental  
Rules, Procedures or Policies;  
Collusion;  
Impropriety Involving Bid Process

**INITIATED:** September 11, 2015

**DATE OF REPORT:** April 11, 2017

## **INITIAL ALLEGATION AND COMPLAINT SUMMARY**

During the course of another investigation,<sup>1</sup> the Office of the Ohio Inspector General discovered evidence that indicated the Ohio Department of Rehabilitation and Correction (ODRC), Marion Correctional Institution (MCI), circumvented proper competitive bid processes. Specifically, MCI had amended a terminated contract with WinWin, Inc. (WinWin), and failed to inform and provide the ODRC contract administration with relevant information related to the contract's termination and subsequent contract addendums.

On June 19, 2013, ODRC entered into a contract with WinWin ([Exhibit 1](#)) to provide services in the Lifeline Reentry Community Center at MCI. This contract was assigned the number "413-13-0929" and was set to expire on June 30, 2013. MCI executed a contract addendum with WinWin, Inc., exercising a two-year renewal clause as provided in the original contract.

[\(Exhibit 2\)](#) Investigators were unable to determine the effective date of the contract addendum because the signature dates of ODRC's deputy director of administration and ODRC's director appear to have been altered from "June 19, 2013" to "June 29, 2013." The dates of service for the two-year renewal were from July 1, 2013, through June 30, 2015. On April 14, 2015, MCI executed another contract addendum for an amendment to contract number 413-13-0929. This amendment specified Healing Broken Circles as the vendor, not WinWin. The addendum states, "The Marion Correctional Institution is completing this amendment to reflect a name change for the current service provider. All terms and conditions, with the exception of the name, remain in effect."

## **BACKGROUND**

The Ohio Department of Rehabilitation and Correction (ODRC) is charged with the supervision of felony offenders in the custody of the state, including providing housing, following their release from incarceration, and monitoring the individuals through the parole authority. The department also oversees the community control sanction system that provides judges with sentencing options to reduce the inmate population. There are currently 27 correctional institutions throughout the state. The director of ODRC is appointed by the governor and

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<sup>1</sup> Office of the Ohio Inspector General Report of Investigation 2015-CA00043.

confirmed by the Ohio Senate. ODRC is funded through general revenue funds, federal funding, and revenue earned through sales from the Ohio Penal Industries.<sup>2</sup>

Marion Correctional Institution is one of 27 institutions operated by ODRC and is located in Marion County and houses approximately 2,500 primarily medium security inmates. MCI operates several programs to educate or provide service to the community. One of those programs is the Lifeline program which is a place for healing and learning.

### *Lifeline*

According to former MCI Warden Jason Bunting, the Lifeline program is a space for healing and learning through programs provided by Healing Broken Circles (HBC).<sup>3</sup> Five areas of service address the needs and aspirations of the whole person:

- Turning Professional provides workforce development and job readiness.
- True Potential attends to personal growth in people and interconnections in the community.
- Thinking People creates opportunities for advanced and continuing education.
- In Thriving Path, men learn to care for minds, bodies and spirits.
- Talented performers make arts and creativity part of growth and development. All programming is strength-based and focused on belonging, mastery, independence and generosity, four characteristics of a healthy person. Trained and experienced resident aides and volunteers, supervised by HBC contractors, facilitate learning in subjects from Spanish to philosophy, digital arts to mediation, improv to java, music theory to Microsoft office applications.

Lifeline participants also have many opportunities to develop appropriate social skills and confidence as they interact with the outside community through events such as TEDxMarionCorrectional and Generation Why. Outside professional and collegiate volunteers bring perspectives on education, business, and current issues. Programming provided in Lifeline

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<sup>2</sup> Source: Biennial budget documents.

<sup>3</sup> These programs were formerly provided by WinWin, Inc.

is open to any offender who desires to participate, to be accountable for himself and his learning, and to focus on his growth and potential.

### ***Healing Broken Circles***

Healing Broken Circles, Inc. (HBC) is a non-profit organization that was founded in 2014 by Jo Dee Davis. Davis was a former independent contractor providing services under the WinWin contract until she abruptly quit in November 2014. HBC was incorporated in the State of Ohio on December 26, 2014. HBC serves those who are incarcerated, were formerly incarcerated, or are at risk for incarceration by developing responsible, restorative environments. HBC's work is currently centered in the Lifeline Community Reentry Center inside of MCI and at HBC downtown in Columbus.<sup>4</sup>

### ***WinWin, Inc.***

WinWin is a non-profit organization founded in 1992 by Lauren McGarity. The organization provided education and resources for non-violent conflict management to children and the adults who influence their development. WinWin worked in schools and communities, developed "Let's get Together" software and tools to increase children's ability to manage and resolve their own daily conflicts. When WinWin became aware that many children they worked with were affected by incarceration, they extended their work into the corrections environment. From July 1, 2008, through June 30, 2015, WinWin was contracted with ODRC to provide the Lifeline reentry services at Marion Correctional Institution. The most recent contract was terminated effective April 1, 2015, by McGarity, after all the employees and contractors who were providing the services on behalf of WinWin abruptly quit. The dates of services for the most recent contract was from July 1, 2013, through June 30, 2015, and was valued at \$102,900.

## **INVESTIGATIVE SUMMARY**

The Office of the Ohio Inspector General requested and reviewed the following documents from the ODRC:

- All requests for proposals (RFP) and responses for the Lifeline program at MCI;

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<sup>4</sup> [www.healingbrokencircles.org](http://www.healingbrokencircles.org)

- Contracts for the Lifeline program at MCI;
- Contracts between ODRC and WinWin, Inc.;
- Contracts between ODRC and HBC;
- All communication between ODRC contract administration and employees at MCI related to the Lifeline program.

The Office of the Ohio Inspector General also reviewed the state email accounts of the following ODRC employees and contractors:

- Gary Mohr
- Jason Bunting
- Rebecca Shafer
- Jo Dee Davis
- Najmuddeen Salaam
- Jackie Jolley

On March 19, 2013, ODRC issued an RFP,<sup>5</sup> number DRCP-13-0929. This request was for the Lifeline Reentry Community Center (Lifeline) and the Prison News Network (PNN) located at MCI. According to ODRC records, this RFP was posted to the ODRC website and the Ohio Department of Administrative Services (ODAS) website and was sent via email to seven companies. ODRC received one response from WinWin. As a result of this RFP, WinWin entered into a contract with ODRC effective May 1, 2013, to provide services for Lifeline through June 30, 2013. The contract was assigned contract number “413-13-0929.” Although this contract was deemed by ODRC to be in effect on May 1, 2013, it was not signed by all parties until June 19, 2013. McGarity signed the contract on April 26, 2013. ODRC MCI Business Administrator Rebecca Shafer and Deputy Warden Terry Chapman on behalf of Bunting signed the contract on June 6, 2013. Stephen Young, general counsel for the ODRC Office of Administration signed the contract on June 12, 2013, and the deputy director of administration and ODRC Director Gary Mohr signed the contract on June 19, 2013.

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<sup>5</sup> RFP (Request for Proposal) is an invitation for providers of a product or service to bid on the right to supply that product or service to the agency that issued the RFP.

On either June 19, 2013, or June 29, 2013, ODRC entered into an addendum of contract number 413-13-0929, stating that MCI was exercising the two-year renewal clause as provided in the original contract. Investigators were unable to determine the actual dates the contract renewal was signed by the deputy director of administration and Director Mohr, because the dates written appeared to have been altered from “June 19, 2013” to “June 29, 2013.” The dates of service for the contract renewal were from July 1, 2013, through June 30, 2015. This renewal was signed by McGarity on April 26, 2013, the same day she signed the contract. Shafer and Chapman on behalf of Bunting signed the contract renewal on June 6, 2013, the same day they signed the purchase contract. Young signed the contract renewal on June 12, 2013, the same day he signed the purchase contract.

On April 14, 2015, contract addendum number 1 was signed by ODRC MCI Business Administrator 3 Rebecca Shafer.<sup>6</sup> This addendum was an amendment to contract number 413-13-0929, WinWin’s contract, but named Healing Broken Circles as the vendor, not WinWin. The addendum states, “The Marion Correctional Institution is completing this amendment to reflect a name change for the current service provider. All terms and conditions, with the exceptions of the name, remain in effect.” Contract addendum number 1 was signed by Jo Dee Davis and former MCI Warden Jason Bunting<sup>7</sup> on April 15, 2015. This addendum was also signed by Young and ODRC Deputy Director of Administration Kevin Stockdale on June 8, 2015. This addendum was not signed by Director Mohr.

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<sup>6</sup> Rebecca Shafer retired effective March 31, 2017.

<sup>7</sup> Jason Bunting resigned his position as warden at MCI and is currently the superintendent of the Northwest Ohio Development Center.

## ADDENDUM NUMBER 1

### Contract Addendum

Amendment       Renewal

Institution: Marion Correctional Institution		Contract Number: 413-13-0929		
Vendor: Healing Broken Circles		Addendum Number: 1		
Type of Service: Reentry Service Center	Fund	ALI	DEPT	Program

**Addendum Justification:** *Must include dates of amended service and why needed, i.e. replacing or new position, expanded or new services, increased inmate population, service backlog.*

**Note:** All other contract terms of the original agreement remain in force.

The Marion Correctional Institution is completing this addendum to reflect a name change for the current service provider. All terms and conditions, with the exception of the name, remain in effect.

  
  

**Calculation (for the amount of change ONLY)**

Dollar Rate	Service Units	Expenses	Total Dollars	FY

<b>Contract Modification</b>	Fiscal Year: 2015	Fiscal Year:
Current Contract Value	\$29,995.00	
Increase/(Decrease)		
Value of Contract after Modification	\$29,995.00	

**Contractor**

Contractor Name: Healing Broken Circles, Inc.		Tax ID No. [REDACTED]
Address: 8380 G Freedom Crossing Columbus, OH 43285		
Contractor's Signature: <i>D. Dee Davis</i>	Date: 4-15-15	

**Approvals - DRC Approval**

Attestation: I hereby attest that there are sufficient funds available to cover the cost of this contract.

Signature: <i>Melissa Shafer</i>	Title: DA-3	Date: 4/14/15
Program Administrator Approval: <i>[Signature]</i>		
Warden/Department Head: <i>[Signature]</i>	Date: 04/15/15	Legal Services: <i>Steph Uprung</i>
Deputy Director, Administration: <i>Kevin Stocker</i>	Date: 6/8/15	Director, DRC: <i>[Signature]</i>
		Date: 6-8-15
		Date: 

DRC 1511 E (Rev 7/07)

On April 14, 2015, contract addendum number 2 was signed by Shafer. This addendum was also an amendment to contract number 413-13-0929, WinWin's contract, but named Healing Broken Circles as the vendor, not WinWin. The addendum states, "The Marion Correction Institution is completing this amendment to reflect a name change for the current service provider. All terms and conditions, with the exception of the name, remain in effect." Contract addendum number 2 was signed by Davis and Bunting on April 15, 2015. Young signed contract addendum number

2 on April 24, 2015, and Stockdale and Mohr signed contract addendum number 2 on May 21, 2015.

### ADDENDUM NUMBER 2

## Contract Addendum

Amendment       Renewal

Institution: Marion Correctional Institution		Contract Number: 413-13-0929 -2		
Vendor: Healing Broken Circles		Addendum Number: A-X		
Type of Service: Reentry Service Center	Fund	ALI	DEPT	Program

**Addendum Justification:** *Must include dates of amended service and why needed, i.e. replacing or new position, expanded or new services, increased inmate population, service backlog.*

**Note: All other contract terms of the original agreement remain in force.**

The Marion Correctional Institution is completing this amendment to reflect a name change for the current service provider. All terms and conditions, with the exception of the name, remain in effect.

  
  

**Calculation (for the amount of change ONLY)**

Dollar Rate	Service Units	Expenses	Total Dollars	FY

Contract Modification	Fiscal Year: 2015	Fiscal Year:
Current Contract Value	\$29,995.00	
Increase/(Decrease)		
Value of Contract after Modification	\$29,995.00	

**Contractor**

Contractor Name: Healing Broken Circles, Inc.	Tax ID No. [REDACTED]
Address: 8380 C Freedom Crossing Columbus, OH 43235	
Contractor's Signature: <i>Doree Davis</i>	Date: 4-15-15

**Approvals - DRC Approval**

Attestation: I hereby attest that there are sufficient funds available to cover the cost of this contract.

Signature: <i>Bluma Shafer</i>	Title: BA-3	Date: 4/14/15
Program Administrator Approval: [Signature]		
Warden/Department Head: [Signature]	Date: 4/15/15	Legal Services: [Signature]
Deputy Director, Administration: <i>Ken [Signature]</i>	Date: 5/11/15	Director, DRC: <i>Doree Davis</i>
		Date: 5/11/15

DRC 1511 E (Rev 7/07)

On April 14, 2015, Shafer also signed contract addendum number 3 for a renewal of contract number 413-13-0929. Addendum number 3 states, "The Marion Correctional Institution is exercising the two-year renewal clause as provided in the original contract. The dates of service for the renewal option will begin July 1, 2015 through June 30, 2017." This addendum named

HBC as the vendor and was signed by Davis and Bunting on April 15, 2015. Young signed contract addendum number 3 on April 24, 2015, and Stockdale and Mohr signed this addendum on May 21, 2015.

### ADDENDUM NUMBER 3

## Contract Addendum

Amendment       Renewal

Institution: Marion Correctional Institution		Contract Number: 413-13-0929		2015 JUN -9 AM 7:14	
Vendor: Healing Broken Circles		Addendum Number: 3			
Type of Service: Reentry Service Center	Fund	ALI	DEPT	Program	

**Addendum Justification:** *Must include dates of amended service and why needed, i.e. replacing or new position, expanded or new services, increased inmate population, service backlog.*

**Note: All other contract terms of the original agreement remain in force.**

The Marion Correctional Institution is exercising the two-year renewal clause as provided in the original contract. The dates of service for the renewal option will begin July 1, 2015 through June 30, 2017.

  

**Calculation (for the amount of change ONLY)**

Dollar Rate	Service Units	Expenses	Total Dollars	FY

  

Contract Modification	Fiscal Year: 2016	Fiscal Year: 2017
Current Contract Value	\$102,900.00	\$102,900.00
Increase/(Decrease)		
Value of Contract after Modification	\$102,900.00	\$102,900.00

  

**Contractor**

Contractor Name: Healing Broken Circles, Inc.	Tax ID No. [REDACTED]
Address: 8380 C Freedom Crossing Columbus, OH 43235	
Contractor's Signature: <i>J. Davis</i>	Date: 4-15-15

**Approvals - DRC Approval**

Attestation: I hereby attest that there are sufficient funds available to cover the cost of this contract.

Signature: <i>Rebecca Sheffer</i>	Title: BA3	Date: 4/14/15
Program Administrator Approval:		

  

Warden/Department Head: <i>[Signature]</i>	Date: 4/15/2015	Legal Services: <i>[Signature]</i>	Date: 4/24/15
Deputy Director, Administration: <i>[Signature]</i>	Date: 5/21/15	Director, DRC: <i>[Signature]</i>	Date: 5/21/15

DRC 1511 E (Rev 7/07)

The Office of the Ohio Inspector General conducted an interview with WinWin Executive Director Lauren McGarity on November 16, 2015. McGarity stated that until 2013, WinWin had

no employees, only contractors providing the services for the Lifeline program at MCI. In 2013, WinWin hired two formerly incarcerated individuals, Najmuddeen Salaam (Salaam) and Jackie Jolley, who had both participated in WinWin programming at Marion Correctional Institution. McGarity explained that Davis was a WinWin contractor and was the “on-lines administrator.”

McGarity explained that Davis and Salaam decided they wanted to take WinWin’s work for the institution in a direction outside of what WinWin had historically provided. McGarity said that Davis resigned from WinWin in November 2014, leaving Salaam and Jolley remaining to provide the services for MCI’s Lifeline. However, Salaam and Jolley both abruptly resigned effective March 16, 2015. After Salaam and Jolley left, McGarity stated that she contacted ODRC and made a concerted effort to satisfy the terms of the contract to provide services for Lifeline. However, according to McGarity, Shafer and Bunting appeared to be unwilling to work with her while she searched for appropriate staff or contractors to provide the contract’s services. McGarity terminated the contract between WinWin and ODRC, effective April 1, 2015.

The Office of the Ohio Inspector General conducted an interview with Jo Dee Davis on December 5, 2016. Davis was asked to explain how HBC began providing services for Lifeline when WinWin had the contract to provide the same services. Davis stated, “...I’m not sure...that was done...we applied for it...and there was a contract with Healing Circles...”

Investigators asked Davis how the contract changed from WinWin to HBC. Davis replied,

I believe it was the ... the same people providing. I mean it was everything was the same except everything that was happening was the same, there was no change in our services, there was no change in what was provided that there was ... whatever the treasurer ... or whoever it is that does that, did whatever had to be done for a change of name or a change of service ... I don’t know how that works, I just signed the papers.

When asked by investigators as to who gave her the “papers” to sign, Davis stated, “Rebecca.” Investigators asked Davis if she had any discussions with Shafer about starting HBC. Davis said, “... we talked about what was gonna happen with ... I mean everybody was aware that the negotiations with WinWin were difficult ...” Davis was asked who she meant by “everybody?” Davis replied, Bunting and Shafer. Davis said Shafer advised her, “...since WinWin no longer

providing services there was another agency ... it was same people involved ... that it would just be a change of name.” Investigators asked Davis if WinWin changed their name to HBC. Davis stated, “No.” Investigators asked Davis if HBC was a separate organization from WinWin. Davis replied, “Correct.” Davis stated that all the employees and contractors that worked for HBC had also worked for WinWin.

The Office of the Ohio Inspector General conducted an interview with ODRC MCI Business Administrator 3 Rebecca Shafer on October 28, 2015. Shafer stated that she had served as a business administrator 3 at MCI since January 2001 and prior to that she worked as an internal auditor for the Ohio Department of Administrative Services (ODAS). Shafer was asked to explain her involvement in the RFP process surrounding the personal service contracts at MCI. Shafer stated,

... I would consider myself the liaison between the institution and uh the contract administration section. So it may be where I notify them hey, we have a need and uh we work together to um --- they get the information from me to put out the RFP or invitation to bid, whatever --- however it's going. And um we might evaluate the candidates here. It might be evaluated there. It depends upon ... the contract, you know, and who's involved. Um and then uh ... I'm kind of the person who manages like working the contract paperwork through on our end before I send it to them for signature and approval.

Shafer stated that Bunting had oversight of Lifeline and its related programs. Shafer explained that Davis had been providing services for Lifeline for several years, first under a contract with a company called Math Everywhere, Inc, then with WinWin, and currently with HBC.

Investigators asked Shafer if MCI was required to enter into a new contract when the vendor providing services for Lifeline changed from Math Everywhere, Inc. to WinWin. Shafer stated,

... Um and yes, we, we would. But I mean, we have groups that um ... there's say an individual here providing a service, so if Jo Dee Davis was running Math Everywhere, but she's wanting assistance maybe on the administration side of managing this --- what this program provides and she joins with say Lauren McGarity, um and Lauren's group is called WinWin so now it's folded into WinWin, but it's still the same program; it's still

the same people. It's just now got a different company name. Um we do paperwork change, but the program still remains the same.

Investigators asked Shafer if MCI would be required to create a new contract. Shafer replied, "Yes ... a new personal service contract to reflect the new name ... But the services and everything have remained the same. The, the rate of um ... ---the agreed upon uh payment, uh whatever we're paying remains the same."

Investigators asked Shafer why only a contract addendum was completed in 2015 when the original service contract provider WinWin was changed to HBC. Shafer stated,

Uh, hum. Because, again, it's still Jo Dee D---Davis providing services. Her and Lauren have um, have split. Um I, I don't know the particulars, but we still have the same person providing services and the same program going. So I checked with um contract administration because the players, the program, everything remained the same except the name ... and address.

Investigators asked Shafer why the contract addendum indicates it is an amendment for a name change of the current provider (WinWin) when the new provider's name (HBC) is a different vendor with a different employer identification number (EIN). Specifically, the amendment was not simply a name change of the current provider from WinWin to HBC. Shafer responded,

Okay. I, I mean, I'm ... I, I understand that perspective, but from our perspective if the people still running the program are the same and they have a different 501(c)(3) or EIN or a different name, it's still the same group of people. Um so --- and, again, I spoke with contract administration because in, in our understanding it was a name change. Um and I mean if uh (sighs) ---it, it's the same group of people, so it didn't seem like it, it couldn't be a contract addendum and they said that was fine.

Shafer stated that it was either contract administrator, Barb Johnson, or contract analyst, Yolanda Cooks, that provided Shafer with guidance on how to execute this change. During a review of Shafer's state email account, investigators found an email dated February 3, 2015, from Cooks informing Shafer of current MCI contracts that were up for renewal, one of which was WinWin.

Shafer responded to the email stating, "... WinWin will continue but there may be some personnel/company changes."

On March 27, 2015, Shafer sent an email to Cooks regarding MCI contracts stating,

... Lifeline service provider: there are some managerial changes going on and we are uncertain what will be happening with this contract, so I am not inclined to send anything down until those issues are resolved. The issues are not with services as much as a reorganization of the service provider.

On April 9, 2015, Shafer sent an email to Johnson regarding the Lifeline contractor. ([Exhibit 3](#))

In that email Shafer stated,

Our Lifeline Reentry Service coordinator has underwent some reorganization and management changes as of April 1, 2015. The service providers will remain the same, however the name will change. How should we proceed with their contract – could I do an amendment for the remaining quarter of FY 15 & then a renewal for FY 16? They have renewals left on the original contract. Please let me know.

After not receiving a response to her request by April 14, 2015, Shafer forwarded the email to Cooks, asking Cooks to check on the matter because MCI needed to get Lifeline services back into operation. Cooks responded to Shafer stating, "We would make sure that the new name is in OAKS.<sup>[8]</sup> I agreed do the addendum just like you said below. FY15 amending the name for the balance. Then do the addendum for FY'16 or for the biennium."

On April 29, 2015, an email was sent to Shafer from controlling board administrator Nena Bradley. The email stated that Bradley was working on a controlling board request for HBC. Bradley said, "According to Yolanda this vendor was formerly WinWin." Shafer responded to Bradley via email on April 29, 2015, and stated,

... The vendor changed their name – it occurred within the last several months. My understanding is that there were some internal changes within the non-profit and this was

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<sup>8</sup> OAKS (Ohio Administrative Knowledge System) is the state's computerized accounting system containing both fiscal and payroll records.

the result. The service providers are the same as when they were with WinWin – only the name is different.

The Office of the Ohio Inspector General conducted an interview with Yolanda Cooks on September 7, 2015. Cooks stated to investigators that she is an ODRC project manager and noted that her title was formerly “contract analyst,” however, it changed in 2013 due to a reclassification. Cooks said she has been reviewing all contracts for all “26” institutions in Ohio for 12 years. Cooks added that she is responsible for ensuring everything is completed in accordance with the purchasing regulations.

Cooks told investigators that Shafer advised her that the addendum to the WinWin contract was for a vendor name change. Cooks stated to investigators that she believed Shafer did not provide her with enough information about the addendum and that Shafer should have told her that the contract was for another vendor. Cooks said she took Shafer’s “word for it,” that the addendum was for a name change. Cooks also noted that she would not have been permitted to complete an addendum for a new vendor without authorization from ODRC legal. Investigators asked Cook if ODRC required any documentation to support a contract addendum, particularly, for a vendor name change. Cooks stated that she was not aware of any policies or requirements regarding vendor name changes on contracts; however, Cooks noted, “... it could go day by day ... rules and regulations fluctuate here.” Cooks explained to investigators that after she completed her review of the addendum to the contract, she forwarded it to ODRC legal, specifically, Stephen Young, for his review. Cooks added that at the time these contract addendums were completed, the addendums also had to be reviewed by Cooks’ supervisor, Barbara Johnson. Cooks pointed out to investigators on contract addendum number 2 where Johnson had initialed and dated the contract addendum for the name change. Investigators asked Cooks to explain why three contract addendums were executed for HBC; specifically, two addendums with different signature dates to change the contract vendor’s name from “WinWin” to “HBC,” and a third addendum to renew the contract. Cooks reviewed all three addendums and told investigators that she did not know. Cooks stated, “I’m stunned.”

The Office of the Ohio Inspector General conducted an interview with Barbara Johnson on September 7, 2015. Johnson is the agency procurement officer, sourcing supervisor for ODRC. Investigators showed Johnson the email from Shafer to Johnson dated April 9, 2015, in which Shafer asked Johnson how she should handle the name change from WinWin to HBC. Johnson stated that based on the information Shafer provided in the email, “it would be an assignment to the new name.” Johnson continued,

... it would be an amendment to assign to the new company, but what we should also have is something that shows what the reorg was. Just to confirm because otherwise the prime ---the initial contractor could say wait a minute ... We didn't do that. So we might have to looked at the secretary of State's office, business um information um and this would be the --- and again, generically contract analyst's responsibility ... Yolanda ...

Johnson stated that the contract analyst should have obtained documentation from WinWin explaining why the vendor's name on the contract was being changed from WinWin to HBC.

On September 8, 2016, the Office of the Ohio Inspector General conducted an interview with Stephen Young who is general counsel for the office of administration at ODRC, “under the leadership of Stuart Hudson.” Young stated to investigators that he handles all contracts that come through the department. Young noted that it is “very rare” for his office to receive a contract addendum that is an amendment for a vendor name change. Young added ODRC Deputy Director Kevin Stockdale was designated-in-writing to sign contracts on behalf of ODRC Director Mohr.

Investigators showed Young contract addendums number 1, number 2, and number 3 for contract number 413-13-0929. Investigators noted to Young that addendum number 1 and addendum number 2 were both addendums to change the vendor's name from “WinWin” to “HBC.” Investigators also noted to Young that the two addendums are identical with the exception the dates of Young's and Stockdale's signatures are different, and contract addendum number 2 is not signed by Mohr. Investigators pointed out to Young that addendum number 2 for the vendor name change, and addendum number 3 which was for the contract renewal, had the same signature dates. Young explained,

Jesus ... I'm just looking at my signature and I, I mean ... pfff ... Wow. I can't believe it. First of all, I sign off on hundreds of contracts ... Per, per year. Um ... so, you know, my point in saying that is ... wow, you ... ---this is on the same day ... Yeah. I mean just trying to reconcile this is bizarre to me. It's presented to me twice. I mean not to say that hasn't happened before 'cause it has. Um ... I have to do a lot of corrections and, and make sure things are, are done right. Um ... and um ... how I go about signing something on the same day, two different things and not picking up on it myself is kind of like beyond me. Um ... I'm sorry, I'm --- and it's two, two different kind of things too ... Well, this one is ... this is one is, of course, just extending the contract. So ... this probably came first somehow, even though it says three. You know, I don't know when this three was put on ... I can't begin to reconcile this.

Young was asked by investigators specifically about the contract addendum for the amendment submitted by Shafer for the WinWin contract. Young stated,

... Um and the contract analyst is responsible for scrutinizing um the contract and making sure that things are in order ... And um if I don't find things are in order, it's my responsibility to let them know um that we need to dig a little deeper here ... I don't recall um doing anything special here uh other than perhaps just looking at the, the face of this document and seeing that's a name change, and people representing that the company has changed its name from WinWin to uh ... Healing Broken Hearts. And so consequently I, I signed off on it.

Investigators asked Young to describe any departmental policies that outline any supporting documentation that must be included when a contract addendum for a name change is being submitted. Young replied,

... Guess to answer the question in terms of expectation, um in hindsight ... um perhaps some documentation showing the relationship between the present company and the company that apparently has bought them out. Um now in terms of our operation manual --- our, our um business uh manual, it indicates that there can be assignments of contracts with approvals ... I mean my first impression is that it's a company that's been bought out and un they're, they're just changing the ---you know, the new company is taking

over the, the responsibilities and uh, um ... you know, under a new name they're, they're continuing the service ... Um this par ... you know in hindsight um should I maybe have gone to the Secretary of State's website an, and checked to see the relationship, if any, between the companies? That could have been done. Um so yeah, due diligence. Um certainly a lesson learned would indicate that um more um ...

Investigators asked Young whether the business administrators are contract specialists and if they receive any training at the institutional level. Young stated,

... I, I think what you mean is, you know, have we gathered all the Business Administrators and given them contract training per se? Uh I'm not aware of that from my perspective ... I do know that this --- you know, obtaining contracts is a major part of their responsibility and um we do a lot of it. Um, you know, mistakes are made sometimes. Obviously, this appears to be one of them um ... you know, in hindsight when clearly identified as a different company.

Young admitted that in this instance, more documentation about the actual relationship between WinWin and HBC should have been gathered by ODRC before proceeding with the three addendums.

The Office of the Ohio Inspector General conducted a follow-up interview with Lauren McGarity on January 17, 2017. McGarity stated that after Davis had quit WinWin in 2014 and Salaam and Jolley had quit WinWin in March 2015, she searched for other people, including former employees of ODRC to provide services for the Lifeline contract which was set to expire on June 30, 2015. McGarity stated, "... DRC did not let us even entertain ---I mean they wouldn't even entertain us satisfying that contract." McGarity explained that the people she had lined up to provide the services in Lifeline for WinWin had clearance to enter the prison.

McGarity was asked by investigators who at MCI she was dealing with on this matter, Shafer or Bunting. McGarity stated,

Um well, I got no communication back from Jason (Bunting). Zero. I --- there's repeated ---I have had ---made repeated attempts to communicate both via email and left

a few phone messages. I got nothing back. Um I did communicate with Rebecca (Shafer) via email. I got very little back.

Investigators showed McGarity an email sent to McGarity from Shafer dated March 26, 2015, [\(Exhibit 4\)](#), McGarity stated,

... so this email from Rebecca ... may have been ---I don't really recall without going back and looking---but may have been the last email I got from her. Um it was---and I remember it well because it was so condescending and um uh seemed to---from my perspective underscore that collusion ... from my perspective there was no---DRC had no business being in the business between two organizations. The only relationship, from my perspective, should have been, you know, with WinWin to satisfy our contract ...

McGarity said that Davis, Salaam, and Jolley wanted to take the programming in a different direction, "more holistic" and WinWin was not interested. After Davis, Salaam, and Jolley quit WinWin, McGarity stated, " ... first they wanted to have us just back away and with, with the language being that ODRC was going to transfer the contract from WinWin to um what was the new 501(c)(3), um Healing Broken Circles."

Investigators showed McGarity a copy of the contract addendum to contract number 413-13-0929, which was the contract originally awarded to WinWin, for an amendment to change the name of the current service provider. McGarity responded, "To me, correct me if I'm wrong, that implies the current service provider changed its name." Investigators asked McGarity if WinWin changed their name to HBC, and McGarity stated, "No."

Investigators conducted an interview with former MCI Warden Jason Bunting on January 26, 2017. Bunting stated that he has known Davis for approximately 14 to 16 years. Investigators asked Bunting to describe his relationship with Davis, both personal and professional. Bunting stated,

Uhhhhmmm professional was uh she was a service provider. Um, I, I will still stand by it, probably fundamentally provided the most holistic approach to offender services that I've seen in corrections in nearly 20 years ... Um network volunteers, community

partners, all the stuff that our, that our director preached about ... what she did was amazing. So I mean she was a --- she's a worker. There is no question about it ... Uh personally, um ... I don't ... I think Jo Dee would say that we're friends. Um I would probably consider her a friend ... Um and, um, uh my contact with her outside of work would be uh we met ... almost monthly, but it was more of a as-needed for breakfast um to discuss Lifeline um initiatives and programs and uh people she wanted to pursue for programming for the men ... I mean she has my e-mail. She has my phone number ...

Investigators asked Bunting if Davis had discussions with him about resigning from WinWin prior to her doing so. Bunting said,

Yeah. And I, I figured you'd ask me that, but I'm just trying to recall the dynamics. So her and Lauren McGarity somewhere along the lines had a separation ... But Jo Dee was no longer gonna be under WinWin and wanted to provide support. Lauren, I would tell you, seldom saw. Lauren was the person who um invoiced us. Is the person that was the, I guess, the payee and then distributed the funds ... Lauren --- uh especially over the last, I guess, I would almost guesstimate 10 to --- 7 to 10 years, very seldom saw Lauren ... And Jo Dee, I --- not gonna lie to you, I can't recall what she said why she was breaking away from her ... Um and so Jo Dee was gonna separate from them and create her own non-profit which, I think, then makes sense to me ... So I think she was gonna go --- she was ---her plan was to go back and create another non-profit and then move forward, trying to pursue being the Lifeline provider and contract.

Bunting explained that after Davis resigned from WinWin in November 2014, she continued to provide services at MCI in the Lifeline program, "... under the guise of that she was volunteering," even though WinWin held the contract with MCI and had employees at MCI providing those services.

When asked about his knowledge of Davis creating another non-profit organization with the goal to take over the MCI Lifeline contract, Bunting said,

Yeah, I knew she wanted to break away from her and then pursue trying to get a contract with ODR&C to provide services at um MCI. But, of course, she knew that she had to do

--- follow the process that OSC um had in place, get approval from OSC to do that ... typically what I would say when she was talking things like that is he needed to have dialogue with Rebecca because obviously that's the person that is gonna help facilitate it if it's possible. And so I probably deferred her back to Rebecca ... I mean she wanted to be able to be the vendor to take over the contract.

Bunting was asked by investigators whether he was aware of the plans for HBC to take over the MCI Lifeline contract after Jolley and Salaam resigned from WinWin in March 2015. Bunting said,

Uh I was aware that she wanted to take over the contract under whatever vendor it was. It wasn't even Healing Broken Circles at that point. Like --- but I, of course, told her that she had to follow the processes to be able to even do that and pursue it. And I didn't even know if it was --- I don't have enough working knowledge of the contracts, to be honest with you, to even tell her, "Hey, yeah, you can do that." And so that's why I referred her to Rebecca.

Bunting was asked by investigators if Davis, Jolley, and Salaam were permitted to enter MCI and provide services for Lifeline after they all had resigned from WinWin, even though WinWin still had an ongoing contract with MCI to provide those services. Bunting said,

Uh ... probably in our error. I, I mean uh, to be honest with you, probably in our error. "Cause I didn't see it as --- I saw it as them just continuing to provide services in the prison that they had been providing, not associating it with that they were still an active contractor out there that was trying to pursue it. So ... it wasn't intentional. But they continued to want to provide services on the volunteer ... Like ... but that wasn't intentional to undermine Lauren or any of those things ...

Investigators asked Bunting what he did to support WinWin in providing individuals after Davis, Salaam, and Jolley resigned from WinWin. Bunting stated,

I would have done anything Lauren asked me to. Uh if Lauren would of reached out --- like again, Lauren and Jo Dee were having a ton of dialogue. But Lauren wasn't having much dialogue with me. But if Lauren would have said, "Hey, Jason, this is what I need

done. Here's the list of things I need", I would have done --- provided her the same kind of support I would have provided somebody else. But she didn't lay out to me a list of things of, "Here's all the things, Jason, you can do for me to assist me." Because if she would have said, "Hey, Jason, I got 10 people that are ready to provide services. I somehow need their background check done. I need their PREA training done. I need whatever", guess what? I would have moved heaven and earth to get them done for her. I, I wouldn't have put ... roadblocks up for her ... If she would have given Rebecca and said, "Hey, I got 10 people that need background checks." And Rebecca said, "Hey, Jason, we got 10 people that Lauren says need background checks. Would you help us get background checks so they can come in?" I would have said, "Yes".

Bunting was shown a copy of the contract addendum for the amendment "to reflect a name change for the current service provider" that was signed by Bunting on April 15, 2015. Bunting concurred that WinWin did not change their name to Healing Broken Circles. Bunting was asked by investigators to explain how ODRC MCI entered this contract addendum for a name change from WinWin to Healing Broken Circles. Bunting stated,

That's, that --- as I recall, I believe that's what Rebecca had conversations with --- and, again you'd have to talk to her --- had conversations with OSC (Operational Support Center) Contracts about this WinWin situation and them not being able to provide the services, what was going on with Jo Dee and Lauren and that stuff. I, I don't know how detailed she was with them ... I don't know if she did an email, she called, a combination. But she contacted Contracts ... at OSC, discussed with them what we were attempting to do to continue continuity of services. And then this is what we came up with ... I'm pretty sure she got OSC approval for the transition from WinWin being the provider to HBC to continue the service.

Bunting was asked if he felt that the amendment was requested to "reflect a name change for the current service provider" was an accurate statement to describe what was transpiring. Bunting responded,

Uh it's not detailed nearly enough. No. It's --- if that's what you're asking me, no, it's not detailed nearly enough. It wasn't just a name change; it was a separate provider.

Would never lie about that. But it doesn't describe it as a separate provider. But again, I don't know --- you know, I don't type this. Uh it came from Rebecca ...

Bunting continued,

I knew it was completely different organization. I didn't --- I don't know the intricacies of contract to know that what has to happen if it's a completely different non-profit. So I don't know ... uh that's just not my field of expertise. I don't know that if it OSC and what Rebecca conversations are that allows such a transition to happen. I, I will tell you, and I could be wrong. I assume that if OSC is giving direction and Rebecca's getting approval and they're having communication and they're saying hey, this is what you do to change it, then I assume that's them giving the institution our blessing to move forward. But ... they may not have been given the specific--- the right information ... That's true. And that wasn't ---I will tell you that wasn't at my direction. Like I didn't go to Rebecca and say hey, just ... tell them it's a name change. I would never do that ... I didn't correlate it being a, a completely different non-profit. I didn't. Nope.

The Office of the Ohio Inspector conducted a follow up interview with Rebecca Shafer on February 23, 2017. Shafer stated that she has known Davis since Davis started providing services at MCI over 10 years ago. Shafer was asked if Davis had discussions with Shafer prior to resigning from WinWin in November 2014, Shafer said she could not recall. Shafer told investigators that she did not believe she was aware of Davis' intent to resign from WinWin. Shafer was shown an email dated November 5, 2014, forwarded to her by Bunting. ([Exhibit 5](#)) The original email was sent to Bunting from Davis. Bunting forwarded the email to Shafer stating "See below from Jo Dee – I wasn't far off in my assessment ...". Investigators asked Shafer why this email would have been forwarded to her. Shafer stated "... he references me in point 4 about trying to find funding for a mentorship program that he forwarded it to me ...". Shafer noted to investigators that when Bunting mentions her or offers her assistance in something, that is how Bunting gives her notice.

When asked if Davis continued to provide services in Lifeline after resigning her position with WinWin, Shafer stated, "... I, I don't, I don't know, I, I don't see her on a regular basis, so I

don't know --- I know there was some transition time, I, honestly without either looking at records or asking people, I don't know if she would have been there or not providing services ...” Shafer stated that Davis was not given a personal service contract between November 2014 and April 2015, and she was not sure if Davis continued coming into the institution as a volunteer during that time.

Investigators asked Shafer if she had discussions with Davis about Davis creating HBC and taking over the programming in Lifeline. Shafer stated,

Well Lifeline has been managed by Jo Dee Davis since it started, she helped create it. So, um ... there may have been discussions about, you know, what we needed to do because she's been the person who's developed the curriculum and managed the day to day operations. So, that's possible.

Investigators asked Shafer if she had discussions with Davis about transferring the contract from WinWin to HBC. Shafer said,

I'm sure we did, yeah ... they were parting ways and WinWin ... and so we discussed options and I'm sure at that point I said I would check with ODRC office contracts to see if we could resume it 'cause Jo Dee has been the service provider since it started. So, I believe the interest would have been to continue providing those classes and courses and managing the day to day operations ...

Investigators confirmed with Shafer that the contract to provide services for MCI Lifeline was with the vendor WinWin and not vendor/contractor Jo Dee Davis. Shafer said, “Correct, it was with WinWin.” Shafer was asked by investigators to explain how the contract transferred from WinWin to HBC. Shafer stated, “... we did an addendum that transferred the name to um ... from WinWin to Healing Broken Circles.” Shafer was asked how an addendum to a contract could be approved when it was for two separate vendors. Shafer said,

Well ... I've had contractors change the name of their provider ... uh, what, what their entity is in the past, but it's still the same person providing the services. It's still the same programs, they follow the same schedule, the same um ... slew of people that are

working at providing those services are the same so, for me it was more of a name change rather than a, a complete different entity.

Investigators asked Shafer to confirm that the name change was for “a completely different entity.” Shafer responded, “Well the personnel was the same, the curriculum was the same, the person managing the curriculum was the same.” Shafer was asked by investigators if WinWin had changed their name. Shafer said, “I ... WinWin is still WinWin as far as I know ...”

Shafer added that she spoke to “central office” and said,

... hey, we have a organization that’s uh been providing services um ... it’s the same contractors, it’s the same ... people, it’s the same program, but a different name, you know, and I asked what I should do and they, they said that we could do an addendum.

Investigators showed Shafer the email that she had sent to Barbara Johnson on April 9, 2015 ([Exhibit 3](#)) where she explained to Johnson “... the service providers will remain the same, however, the name will change.” Shafer was asked by investigators if WinWin changed their name. Shafer replied, “No ... I don’t believe WinWin changed their name, but ... I ... continue to feel like I’ve said the service provider was the same. It’s still the same people teaching, the same people providing the curriculum.”

Investigators asked Shafer about any communication she had with McGarity regarding who would be providing the services for Lifeline after Salaam and Jolley resigned from WinWin. Shafer described the extent of her conversation as “... who’s gonna be here, um they need to go through a background check ... anytime we have new people coming in there’s uh investigation um into them to get them approved. So, it would’ve centered on that.” Investigators asked Shafer if McGarity attempted to identify people to provide the services in Lifeline for WinWin. Shafer stated that when McGarity identified individuals to provide the services, she told McGarity a background check would need to be completed first before they could work for Lifeline. Shafer was unsure as to how much conversation had occurred between her and McGarity after that exchange.

Investigators asked Shafer if there was anyone providing these services for Lifeline during the time-period after Salaam and Jolley had resigned from WinWin and when McGarity was attempting to locate staff replacements for WinWin. Shafer stated, "I don't remember." When asked specifically if Davis was coming in, Shafer said, "I, I don't recall." Shafer was asked by investigators if during this time when Shafer was having conversations with McGarity about locating individuals to satisfy the terms of the WinWin contract, she was aware that Davis was trying to take over the contract to provide services for Lifeline. Shafer stated, "I think the extent of our conversations was, you know, um ... I want Lifeline to continue and ... yeah, so yes I was aware." Investigators asked Shafer if any attempts by McGarity to locate new individuals to provide the services in Lifeline for WinWin were hindered by both her and Bunting because they were aware Davis was wanting to take over the contract to provide services for Lifeline. Shafer stated,

... I wouldn't use the word hindered ... I ... the perspective is Lauren had never provided curriculum or did program development or anything. The concern was um ... her interest of just maintaining the contract so she could keep getting paid, but the services suffering in Lifeline because, you know, classes and programs and things were so far along, um ... she would have no one familiar with what was happening or her involvement in that aspect of it I was aware was minimal at best, so I, I never would have encouraged a contractor just to go plop somebody in there to occupy space and it seemed like that's what she was doing.

Investigators asked Shafer if McGarity had the opportunity to locate individuals and train them to provide the programming in Lifeline for WinWin. Shafer said,

When I explained what they would have to go through, that they would need a background check packet completed, a LEADS check, and be approved, that was my instruction to her that if you want to continue this is what you have to do. I'm not aware she did anything after that, I don't, I don't believe I had any conversations after that point.

Investigators showed Shafer an email from McGarity to Shafer dated March, 31, 2015. [\(Exhibit 6\)](#) In this email McGarity stated,

It is unfortunate that Jo Dee has created a new startup that has resulted in the disruption of WinWin's services to ODRC MCI ... We were able to identify new staff of former ODRC employees and restored citizens that we believe would have been able to fully perform our contract responsibilities. However, we also recognized that our past employees' actions created a significant disruption and negatively affected our business relationship and the environment for our program participants. Accordingly, at this juncture, this will serve as notice that WinWin mutually agrees with MCI that our contract will terminate on the effective date of April 1.

Investigators asked Shafer to explain how MCI could execute a contract addendum on a contract that was terminated. Shafer said,

Well ... I asked my contract section um ... because prior to that email being sent, it still seemed like a name change um ... because again Lauren and the people she were bringing in was not familiar with the um ... the program itself, uh ... what was being offered um ... so we had already gotten approval to go ahead and do a name change. So that's how an addendum was completed.

Shafer was asked by investigators if that approval came from Yolanda Cooks, and Shafer said, "Probably, somebody in contracts."

Shafer was shown an email conversation between her and Nena Bradley dated April 29, 2015.

[\(Exhibit 7\)](#) Bradley stated in the email,

I'm working on a Controlling Board request for Healing Broken Circles. According to Yolanda this vendor was formerly Win-Win ... Also, since the original contract is under Win-Win, did the vendor change their name? And if so, do you know when and why? I'll need to pull everything together to make sense of it all.

Shafer replied in the email to Bradley,

... The vendor changed their name – it occurred within the last several months. My understanding is that there were some internal changes within the non-profit and this was the result. The service providers are the same as when they were with WinWin – only the name is different.

Investigators asked Shafer if the information she provided to Bradley in that email was accurate. Shafer said,

I still feel it is. Because the same programs were being offered by the same people, the same people are showing up at MCI every day doing the same curriculum. Um ... so the services being provided are the same ... If we should have done a new contract, I'm, I'm sorry. But when I look at what's being delivered if, if I'm looking at personnel and curriculum and, and the program itself in its entity and essence it's the same um ...

Shafer was asked if ODRC contract administration was provided with correct information to make an appropriate determination. Shafer said, "I felt it was at the time."

### ***Prison News Network (PNN)***

The Ohio Department of Rehabilitation and Correction issued an RFP (DRCP-13-0929) on March 19, 2013, to provide services for both Lifeline and PNN at MCI. WinWin submitted a proposal and entered into a contract with ODRC effective May 1, 2013. This contract was set to expire on June 30, 2013; however, ODRC and WinWin executed a renewal contract with the dates of service to begin on July 1, 2013, through June 30, 2015. Prior to the expiration of the WinWin contract on June 30, 2015, ODRC completed three addendums on this contract. Two addendums were for a vendor name change from "WinWin" to "HBC," and the third addendum was for a contract renewal from July 1, 2015, through June 30, 2017. The contract specifies, under Article 2: Scope of Services and/or Goods, section 2.1:

If the purchase was not solicited, the Contractor shall provide the following scope of services and/or goods: N/A

If solicited, the solicitation (number DRCP-13-0929) documents, which describe the goods and/or services to be provided and the payment terms which are attached hereto and incorporated herein.

A review by investigators of Shafer's email account uncovered an email from Shafer to Johnson sent on October 27, 2014, with the subject line "PNN contractor for MCI." The email states,

... The warden and I met with Kelly Sanders & Stu Hudson last week to discuss MCI's PNN department. We came to a consensus that a contractor should be hired to manage

this department – we were estimating 20 hours/week for \$20,000 annually. This would be paid out of MCI’s local PNN account. Could you please direct me as to what you need from me or how you would prefer we proceed? ...

A review by investigators of additional emails revealed that RFP (DRCP-13-0929) was placed on hold on January 26, 2015, at Bunting’s and Shafer’s request. On March 25, 2015, Shafer sent Johnson an email. In this email, Shafer stated, “... The Warden and I had a meeting with OPI and the PNN contractor position is back on ...” On June 3, 2015, Shafer sent Bunting an email which stated, “Is Naj<sup>9</sup> no longer interested? The reason I ask is that Barbara is stating that everyone was contacted for the position, but no one replied ...” Bunting responded, “I will inquire ... news to me!”

Cooks advised Shafer that there was an additional candidate for the PNN contract whom the operation support center (OSC) preferred to change its website. Shafer forwarded this information to Bunting, asking him how she should proceed because OSC wanted the other candidate who had submitted a proposal instead of Salaam. Bunting replied to Shafer,

We are awarding it to Naj for the overall operation of PNN ... Not ... for one specific tasks that need completed ... in reality it is our men that can and will do what needs done ... if the Department wants to update the website, we will do what they want ... just like OPI is working with our men to update THEIR website ... Our selection supports the overall operation, the Mission/Vision of MCI and the entire Mission/Vision of ODR&C ... not one task that needs completed ... Make sense ... stick to your guns ... this is your strength as a leader!

On August 1, 2015, ODRC entered into a contract with Salaam for PNN Operations Management Services. [\(Exhibit 8\)](#) The contract was in the amount of \$20,000 per year and was set to expire on June 30, 2017. While contracting with ODRC for the PNN operation manager position, Salaam also continued his employment with HBC as a Lifeline coordinator, program manager, and community development director.

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<sup>9</sup> Reference to Najmuddeen Salaam.

On May 15, 2016, Salaam was arrested in Delaware County, Ohio after a large quantity of cocaine and over \$1,000.00 cash was discovered during a traffic stop. On May 18, 2016, ODRC terminated the contract with Salaam. On May 25, 2016, Salaam was indicted in Delaware County, Ohio for trafficking in drugs and possession of drugs. On or about October 6, 2016, Salaam removed his GPS bracelet without the knowledge or consent of his pre-trial officer, which resulted in his bond being revoked. On October 7, 2016, a warrant was issued for Salaam's arrest. As of the date of this report, Salaam is a wanted fugitive.

During the interview with investigators conducted on September 7, 2016, Johnson stated that the PNN contract with Salaam had been terminated. Johnson said that she advised Shafer that the PNN contract should be put out for bid even though the \$20,000 fell below the amount required for bid. Johnson stated that she made that recommendation because it was her "assumption that it was gonna be over several years ..." When asked by investigators why that was her assumption, Johnson stated,

Cause she basically said---'cause I said to her, is it just one year or ... many and she said well, you know, luckily there's gonna be more years. So we put out --- hang on. This is his response. She told me that it wasn't um ---they wouldn't have more than \$20,000.00 to spend and I had several concerns. One is the idea that when we do a contract---what it sounded like was she wanted to basically hire someone ...

During Young's interview conducted on September 8, 2016, and subsequent telephone conversations with investigators, Young explained that although both the original solicitation for RFP DRC-13-0929 and WinWin's response specified Lifeline at MCI, Lifeline at Grafton Correctional Institution, and PNN at MCI, the PNN portion of the proposal was not part of the final contract with WinWin. Young explained that during the negotiations surrounding the contract, the PNN portion was removed due to the lack of funding. Investigators asked Young for any documentation to support the decision for PNN's removal. Young was unable to provide any written documentation to investigators to support the decision and stated that nothing regarding the decision was noted in the file. However, Young did locate a page from WinWin's proposal that specified the contracted price for 24 months and handwritten notes including

“None Award” written at the bottom of the column entitled “PNN 12-25 offenders Served p/week.” [\(Exhibit 9\)](#)

Young noted to investigators that the WinWin contract stated on the first page, “Whereas, Agency desires to engage Contractor to Lifeline Reentry.” Young said that, based on that language, the contract was only for Lifeline at MCI and not PNN. Investigators pointed out to Young that Article 2: Scope of Services and/or Goods refers to the solicitation number DRCP-13-0929 documents for a description of the goods and/or services provided under the contract. Young agreed with investigators that ODRC should not have only referenced the solicitation to describe the scope of services, but should have added additional language to clearly specify that the contract was only for the Lifeline program at MCI.

Young informed investigators that MCI, specifically Bunting and Shafer, were the evaluation team on the PNN RFP. Young was asked if ODRC has any policies or procedures in place to ensure that members of the evaluation team do not have any business or personal relationships with individuals that submitted responses to the RFP. Investigators explained to Young that after spending several years as an inmate at MCI, participating in the Lifeline programs, Salaam worked as a contractor/volunteer in Lifeline at MCI following his release. When Salaam bid on the PNN contract, he was also working as a contractor in Lifeline. When the PNN contract was awarded to Salaam, he continued working in Lifeline as a contractor on behalf of HBC, while also working in PNN under a separate contract. Young said he was not aware of the circumstances surrounding Salaam’s involvement with both Lifeline and PNN. Young was asked by investigators whether employees should remove themselves from the evaluation process if they have a relationship with parties who submitted an RFP proposal. Young stated that it raises “... perhaps ethical issues.” Young said, “It just seems ... rather unique.”

Young reviewed the PNN contract file and said,

So typically we would document, you know, re---um lowest responsive and responsible. Do background checks and ... you know, reference checks for responsibility analysis and, you know, were they responsive to the bid and um look at the price and certainly award it to the lowest who is also response and responsible, as basic uh, you know,

contract award protocol ... And, yeah, that doesn't look like that's adequate ... evaluation.

During an interview conducted on January 26, 2017, investigators asked Bunting to discuss the RFP that was issued in 2015 for PNN and the subsequent contract awarded to Salaam. Bunting stated,

... I don't remember how the dynamics of Naj coming out to be able to supervise PNN worked out. I don't. Um ... I just can't recall it ... uh I think this came out of meeting -- the contract for Naj, if I recall correctly, came out of ... giving him the opportunity to supervise PNN, but I could be wrong---separate from Lifeline ... I recall having dialogue, I think with Naj and Rebecca or a combination of Rebecca at some time and Naj at some point about needing supervision in PNN; and if that was something that we---could be done or was even feasible or was it even of interest ... somehow we had dialogue about trying to find somebody that was suited to provide supervision in PNN.

Bunting stated to investigators that it was not his plan to award the contract to Salaam. Bunting admitted that he had some conversations with Salaam about pursuing the PNN contract, if Salaam was interested in the position or contract. Bunting said he would have referred Salaam to Shafer to assist him in his pursuit of a position or contract.

During the interview with investigators conducted on February 23, 2017, Rebecca Shafer explained that ODRC contract administration created an RFP and responses were received. Shafer said there was specific criteria identified in the RFP, including experience working in correctional facilities. Shafer noted most of the applicants did not have any experience working in prisons. Shafer added there were only two people that met the criteria, Salaam and another gentleman. Shafer said she believed the other gentleman's offer was twice that of Salaam's. Shafer was asked by investigators if she knew prior to issuing the RFP for PNN and evaluating the responses, whether Salaam was interested in the contract and intended to submit a response to the PNN RFP. Shafer said, "Yes."

When asked about the original RFP DRC-13-0929, which included providing services for Lifeline and PNN, Shafer said the PNN portion was pulled from that RFP because MCI did not have a viable entity that could provide both services. Shafer said it was decided to keep the Lifeline and PNN services separate. Shafer explained that it was a panel review at central office that decided Lifeline and PNN would not be under the same contractor. Investigators asked Shafer if there was any support documentation of the separation. Shafer replied, "I don't know, this was a central office ... MCI didn't handle this one." Shafer said WinWin was not paid the amount originally submitted in their RFP response, as the PNN portion was removed. Shafer stated that the price was negotiated, but she was not involved in those negotiations.

### **CONCLUSION**

The Office of the Ohio Inspector General determined that ODRC executed a contract (contract number 413-13-0929) with WinWin on May 1, 2013, to provide services described in solicitation DRC-13-0929. This contract included providing services to both Lifeline and Prison News Network (PNN) at MCI. This contract was set to expire on June 30, 2013. However, MCI and WinWin exercised the two-year renewal option of the contract, beginning July 1, 2013, through June 30, 2015. On March 31, 2015, WinWin Executive Director Lauren McGarity sent email notification to ODRC MCI Business Administrator Rebecca Shafer terminating the contract between WinWin and ODRC MCI effective April 1, 2015.

In spring 2015, ODRC executed an addendum to amend the contract. The addendum named Healing Broken Circles (HBC) as the vendor, although the original vendor on this contract was WinWin. The addendum stated, "The Marion Correctional Institution is completing this amendment to reflect a name change for the current service provider. All terms and conditions, with the exception of the name, remain in effect." On the same date, MCI executed a second addendum for a renewal of this contract with HBC as the vendor. This addendum exercised the two-year renewal clause as provided in the original contract. The dates of service for the renewal option were from July 1, 2015, through June 30, 2017.

Despite several attempts by Shafer to justify the contract addendum to change the name of the vendor from WinWin to HBC, based on Jo Dee Davis continuing as the main service provider,

the contract had already been terminated by McGarity effective April 1, 2015. ODRC violated its *Purchased Services Contracting Policy number 22-BUS-14* by failing to follow its competitive contracting requirement.

Additionally, a review by investigators of the contract addendums revealed several concerns related to the process of reviewing, approving and executing contracts, including but not limited to:

- Repeat addendums signed on different dates
- Addendums signed on or before the actual contract execution
- Lack of supporting documentation for contract addendums

In November 2014, Davis resigned her position with WinWin, although she continued to provide services for Lifeline, on a “volunteer” basis, even though WinWin held the contract to provide those services. Davis created a new organization, Healing Broken Circles, which was incorporated with the Ohio Secretary of State on December 26, 2014.

The investigation found that between December 2014 and April 2015, Davis had discussions with both MCI Warden Jason Bunting and Shafer, as to how her newly created organization, HBC, could take over WinWin’s contract with ODRC MCI to provide the services for Lifeline at MCI. Emails reviewed as part of the investigation revealed that Shafer notified ODRC contract administration in early February 2015, that “WinWin will continue but there may be some personnel/company changes.” Davis admitted to investigators that both Bunting and Shafer were aware of ongoing negotiations between HBC and WinWin concerning the contract for services in Lifeline.

On March 13, 2015, WinWin’s remaining employees, Najmuddeen Salaam and Jackie Jolley, resigned effective March 16, 2015, which left WinWin with no employees to provide services in Lifeline as described in the contract. McGarity stated in her interview that she identified other individuals, specifically former ODRC employees to provide the services described in the WinWin contract, which was set to expire on June 30, 2015. McGarity said, “... DRC did not let us even entertain --- I mean they wouldn’t even entertain us satisfying the contract.”

A review of emails revealed that Shafer failed to provide ODRC contract administration with enough detail to make an informed decision on contract number 413-13-0929. Shafer neglected to inform ODRC contract administration that WinWin terminated the contract effective April 1, 2015. Shafer advised contract administration via email that the service provider for Lifeline had gone through some reorganization and management changes. Shafer stated that the service provider would remain the same, but the name would change.

During the interview with Stephen Young, ODRC general counsel for the Office of Administration, Young admitted that more documentation should have been gathered in this instance to clarify the relationship between WinWin and HBC before granting the amendment.

**Accordingly, the Office of the Ohio Inspector General finds reasonable cause to believe that a wrongful act or omission occurred in this instance.**

***Prison News Network (PNN)***

The investigation found that ODRC executed a contract with Najmuddeen Salaam for PNN Operations Management Services on August 1, 2015, in response to RFP DRCP-413-16-2067. The contract was in the amount of \$20,000 per year and was set to expire on June 30, 2017. However, PNN was part of the services to be provided in the contract ODRC held with WinWin. During a review of RFP DRCP-13-0929, investigators found that this RFP was for the Lifeline Reentry Community Center and Prison News Network at MCI. The contract that ODRC executed with WinWin in response to RFP DRCP-13-0929, refers to solicitation number DRCP-13-0929 for the description of the goods and services to be provided, which includes both Lifeline and PNN.

During an interview conducted on September 8, 2016, Young claimed to investigators that the PNN portion of the proposal in response to RFP DRC 13-0929 was not part of the resulting contract with WinWin, due to a lack of funding to support PNN. Young stated that during the negotiations between WinWin and ODRC, the PNN portion was removed. After reviewing ODRC's file on PNN and Lifeline, Young stated there was no written documentation in the files noting that PNN had been removed.

After reviewing WinWin's contract 413-13-0929, Article 2: Scope of Services and/or Goods, Young stated that ODRC should not have only referenced the solicitation number to describe the scope of services, but should have also included language to make it clear that the contract was only for Lifeline and did not include PNN.

**Accordingly, the Office of the Ohio Inspector General finds reasonable cause to believe that a wrongful act or omission occurred in this instance.**

The investigation determined that despite Bunting's close and continuing relationship with Salaam, Bunting failed to remove himself from the scoring process on RFP 413-16-2067, which was ultimately awarded to Salaam. Bunting and Shafer were responsible for scoring the responses to RFP 413-16-2067, which included Salaam and another gentleman. Bunting admitted to investigators that he had conversations with Salaam about pursuing the PNN services contract.

During an interview with ODRC Office of Administration General Counsel Stephen Young, conducted on September 8, 2016, Young stated that MCI, specifically Bunting and Shafer, were the only members of the evaluation team on the PNN RFP. Young was asked if ODRC has any policies or procedures in place to ensure that members of the evaluation team do not have any business or personal relationships with the individuals who submit responses to the RFP. Investigators explained to Young that after spending several years as an inmate at MCI, participating in the Lifeline programs, Salaam worked as a contractor/volunteer in Lifeline at MCI following his release. When Salaam had bid on the PNN contract, he was also working as a contractor in Lifeline. When the PNN contract was awarded to Salaam, he continued working in Lifeline as a contractor on behalf of HBC, while also working in PNN under a separate contract. Young said he was not aware of Salaam's connection to both Lifeline and PNN. Young was asked if employees who have a relationship with parties that submitted proposals on an RFP should remove themselves from the evaluation process. Young stated that it raises "... perhaps ethical issues." Young reviewed the PNN contract file and said,

So typically we would document, you know, re---um lowest responsive and responsible.

Do background checks and ... you know, reference checks for responsibility analysis

and, you know, were they responsive to the bid and um look at the price and certainly award it to the lowest who is also response and responsible, as basic uh, you know, contract award protocol ... And, yeah, that doesn't look like that's adequate ... evaluation.

From the information acquired during the investigation, individuals who provided services under both the Lifeline and PNN contracts, specifically Jo Dee Davis and Najmuddeen Salaam developed, what appeared to be, an unusually close relationship with MCI Warden Jason Bunting, which may have affected his judgment with Davis' takeover of the contract to provide services for Lifeline.

**Therefore, the Office of the Ohio Inspector General finds cause to believe an appearance of impropriety occurred in this instance.**

#### **RECOMMENDATION(S)**

The Office of the Ohio Inspector General makes the following recommendations and asks the director of the Ohio Department of Rehabilitation and Correction to respond within 60 days with a plan detailing how the recommendations will be implemented. The Ohio Department of Rehabilitation and Correction should:

1. Review the conduct of ODRC employees to determine if administrative action is warranted.
2. Review the contract with Healing Broken Circles to determine its validity.
3. Review payments remitted to Healing Broken Circles to ensure the payments were allowable per the contract and for services rendered.
4. Require ODRC employees involved in the contracting and procurement process to receive additional training in State of Ohio contracts and procurement.

5. Centralize the RFP review process to remove the potential conflicts that arise at the institutional level due to relationships that develop between vendors and institutional management.
  
6. Consider providing ODRC employees with additional ethics training.

**REFERRALS**

This report of investigation will be provided to the Ohio Auditor of State's Office for review and consideration.



STATE OF OHIO  
**OFFICE OF THE INSPECTOR GENERAL**

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RANDALL J. MEYER, INSPECTOR GENERAL

**NAME OF REPORT: Ohio Department of Rehabilitation and Correction**

**FILE ID #: 2015-CA00047**

**KEEPER OF RECORDS CERTIFICATION**

**This is a true and correct copy of the report which is required to be prepared by the Office of the Ohio Inspector General pursuant to Section 121.42 of the Ohio Revised Code.**

**Jill Jones**  
**KEEPER OF RECORDS**

**CERTIFIED**  
**April 11, 2017**

*MAILING ADDRESS*

OFFICE OF THE INSPECTOR GENERAL  
JAMES A. RHODES STATE OFFICE TOWER  
30 EAST BROAD STREET – SUITE 2940  
COLUMBUS, OH 43215-3414

*TELEPHONE*

(614) 644-9110

*IN STATE TOLL- FREE*

(800) 686-1525

*FAX*

(614) 644-9504

*EMAIL*

OIG\_WATCHDOG@OIG.OHIO.GOV

*INTERNET*

WATCHDOG.OHIO.GOV