

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

November 18, 2008

CHANGE NOTICE NO. 7
TO
CONTRACT NO. 071B5200264
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE Richard L. Brewer (517) 318-3330
Career Quest, Inc. 5000 Northwind Drive, Suite 120 East Lansing, MI 48823 dick.brewer@careerquest1.com		VENDOR NUMBER/MAIL CODE (007)
		BUYER/CA (517) 373-7396 Andy Ghosh, CPPB
Contract Compliance Inspector: Carol Wilson (517) 780-6078 Health Care Staffing – Department of Corrections		
CONTRACT PERIOD: From: April 15, 2005		To: April 14, 2009
TERMS	N/A	SHIPMENT N/A
F.O.B.	N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE (S):

Effective November 18, 2008, one (1) Medical Assistant position is added for the Saginaw Correctional Facility and two (2) Medical Assistant positions are added for the Bellamy Creek Correctional Facility for 6 months from the date of this notification. The job duties, hourly rate, and billing rate remain the same as specified in this Contract.

The addresses and contact information are as follows:

- Bellamy Creek Correctional Facility**
 1727 W. Bluewater Highway
 Ionia, MI 48846
 Contact: Karen Hubbard – Telephone (616) 527-9775
- Saginaw Correctional Facility**
 9625 Pierce Road
 Freeland, MI 48623
 Contact: Becky Scherf - Telephone (989) 695-9880 Ext. 1138

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per request of MDOC, and DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$7,152,528.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

March 8, 2008

CHANGE NOTICE NO. 6 (REVISED*)
TO
CONTRACT NO. 071B5200264
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE Richard L. Brewer (517) 318-3330	
Career Quest, Inc. 5000 Northwind Drive, Suite 120 East Lansing, MI 48823 dick.brewer@careerquest1.com		VENDOR NUMBER/MAIL CODE (007)	
		BUYER/CA (517) 373-7396 Andy Ghosh, CPPB	
Contract Compliance Inspector: Carol Wilson (517) 780-6078 Health Care Staffing – Department of Corrections			
CONTRACT PERIOD:		From: April 15, 2005	To: April 14, 2009
TERMS	N/A	SHIPMENT	N/A
F.O.B.	N/A	SHIPPED FROM	N/A
MINIMUM DELIVERY REQUIREMENTS		N/A	

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby **EXTENDED** through April 14, 2009, and **INCREASED** by \$850,000.00. Additionally, the Mark Up Rate is increased to 40%.

*NOTE: The Contract Compliance Inspector is now:

Carol Wilson, Regional Business Administrator
4000 Cooper Street
Jackson, MI 49201
(517) 780-6078 Phone
(517) 780-6599 Fax
wilsonC5@michigan.gov

All other terms, conditions, and pricing remain the same.

AUTHORITY/REASON:

Per request of MDOC, Ad Board approval on 3/4/08, and DMB/Purchasing Operations' approval.

TOTAL REVISED AUTHORIZED SPEND LIMIT: \$7,152,528.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

May 22, 2007

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B5200264
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE Carl Valentino (517) 318-3330 Ext. 19
Career Quest, Inc. 5000 Northwind Drive, Suite 120 East Lansing, MI 48823 cvalentino@careerquest1.com		VENDOR NUMBER/MAIL CODE (007)
		BUYER/CA (517) 373-7396 Andy Ghosh, CPPB
Contract Compliance Inspector: Barbara Hladki Health Care Staffing – Department of Corrections		
CONTRACT PERIOD: From: April 15, 2005		To: April 14, 2008
TERMS	N/A	SHIPMENT N/A
F.O.B.	N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby **INCREASED** by \$1,802,528.00. Furthermore, the following language is incorporated into this Contract:

“For Correctional Facilities: For all staff recruited for a Correctional Facility, the CONTRACTOR shall have a program that subjects all employees and independent contractors filling full or part-time positions to both pre-employment, and for cause, alcohol and drug testing. Drug testing shall include all controlled substances as identified in Article 7 of the Michigan Public Health Code, 1978 Public Act 368, as amended, being MCL 333.7101, et seq.. A positive, or non-passing drug test may result in refusal to enter a Correctional Facility. Entry to a Correctional Facility will be at the sole discretion of the Michigan Department of Corrections and/or the Correctional Facility Administration.”

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per DOC and DMB/Purchasing Operations.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$6,302,528.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET

August 17, 2006

ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B5200264
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Career Quest, Inc. 5000 Northwind Drive, Suite 120 East Lansing, MI 48823 cvalentino@careerquest1.com	TELEPHONE Carl Valentino (517) 318-3330 Ext. 19
	VENDOR NUMBER/MAIL CODE (007)
	BUYER/CA (517) 373-7396 Andy Ghosh, CPPB
Contract Compliance Inspector: Barbara Hladki Health Care Staffing – Department of Corrections	
CONTRACT PERIOD: From: April 15, 2005 To: April 14, 2008	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately the following positions are hereby added to this contract:

JOB CLAIMS	NIGP CODE	HOURLY RATE	MARKUP %	BILLING RATE
Respiratory Therapist	961-30-23- 6506	\$27.00 (weekday) \$28.00 (weekend)	55%	\$41.85 (weekday) \$43.40 (weekend)

Social Worker/Case Manager	961-30- 23-7702	\$25.00 (weekday) \$26.00 (weekend)	50%	\$37.50 (weekday) \$39.00 (weekend)
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Job duties for the above positions are attached herewith.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per agency and vendor agreement and DMB/Purchasing Operations approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$4,500,000.00

**Respiratory Therapist (RRT)
Job Duties**

The Respiratory Therapist will perform the full range of treatment and testing duties. Using considerable independent judgment to adjust treatment plans and recommend pulmonary treatment programs for physicians to review and approval. Working under the general review of physicians, nursing supervisors and responsible for in-service training of staff. Duties will include:

- Provide direct patient care independently in all units of the Duane Waters Hospital and C-Unit, including emergency room, surgery department, and other special units.
- Provide direct patient independently in ambulatory healthcare clinics in the Jackson Medical Complex, including G. Robert Cotton Correctional Facility, Cooper Street Correctional Facility, Southern Michigan Prison Facility, Egeler Reception and Guidance Center and Parnall Correctional Facility.
- Provides total respiratory therapy care, including assessing, planning, implementing patient care, according to Michigan Department of Corrections established policies, procedures, protocols and standards.
- Responds to all medical emergencies and initiate and sustain life-saving procedures as clinically appropriate.
- Contacts medical service providers to report change in patient condition or response to treatment.
- Obtain and carry out orders as necessary.
- Documents in the health record in a professionally and legally appropriate manner.
- Completes all necessary documentation and reports, completes forms and logs as required.
- Keep medical service providers, nurse managers and other health care staff apprised of changes in patient condition and unit needs.
- Participates in unit team meetings, staff meetings, quality assurance activities and in-service

training as required.

- Participates in all institutional security procedures and adheres to all MDOC policy and security requirements.
- Teaches patient health care and self-care as needed.
- Requires daily contact with prisoners whose security levels range from minimum to maximum.
- Conducts aerosol and intermittent positive pressure breathing treatments using nebulizers, respirators, and dilator medications.
- Sets up EKG machine, position leads onto patients, and run electrocardiograms (EKG's).
- Performs pulmonary function tests using a Spirometer; calculates lung volume and vital capacities.

- Sets up and adjusts portable volume ventilators and chest shell ventilators, and checks on ventilator patients.
- Nebulizes, suctions, and collects sputum using naso-tracheal suction catheter; sends specimens to laboratory for analysis.
- Listens to lung sound using stethoscope to evaluate locations of respiratory problems; observes patient signs and symptoms.
- Percusses patient's chest and back using air trapping techniques, and positions patient for drainage.
- Sets up, operates, and adjusts oxygen therapy equipment and humidifiers.
Checks piped-in and emergency oxygen supplies, changes tanks, and orders oxygen.
- Keeps records of treatments, does patient charting, and orders supplies.
Educates patients concerning respiratory problems and consults with nursing staff.
- Disassembles, cleans, and sterilizes equipment, and performs preventative maintenance and calibration of machines.
- Performs related work as assigned.

Social Worker (MSW, SW)

Job Duties

The Social Worker, Case Manager, Master Degree Social Worker will perform the full range of treatment and testing duties. Using considerable independent judgment to coordinate patient care across disciplines with other members of the health care team, to insure desired outcomes, quality care and cost efficient use of resources. Completes patient assessments provides brief individual counseling, facilitates groups discuss concerns with prisoners. Builds relationships, provides discharge planning and contact with families and outside agencies as needed.

- Provide direct patient care independently in all units of the Duane Waters Hospital and C-Unit, including emergency room, surgery department, and other special units.
- Provide direct patient independently in ambulatory healthcare clinics in the Jackson Medical Complex, including G. Robert Cotton Correctional Facility, Cooper Street Correctional Facility, Southern Michigan Prison Facility, Egeler Reception and Guidance Center and Parnall Correctional Facility.
- Obtains case history, select appropriate social work method of age specific treatment. According to Michigan Department of Corrections established policies, procedures, protocols and standards.
- Performs complete psychosocial and spiritual assessments; reassessments, mental status examinations, complete death prearrangement questionnaires on all patients, as clinically appropriate.
- Contacts medical service providers to report change in patient condition or response to treatment.
- Obtain and carry out orders as necessary.
- Documents in the health record in a professionally and legally appropriate manner.
- Completes all necessary documentation and reports, completes forms and logs as required.
- Keep medical service providers, nurse managers and other health care staff apprised of

changes in patient condition and unit needs.

- Participates in unit team meetings, staff meetings, quality assurance activities and in-service training as required.
- Participates in all institutional security procedures and adheres to all MDOC policy and security requirements.
- Collaborate with all members of the health care team
- Requires daily contact with prisoners whose security levels range from minimum to maximum.
- Coordination of Patient Care. Coordination patient care across disciplines with others members of the health care team. Ensure patients discharge needs can be met or facilitates a transfer to an appropriate facility where needs can be met.

Contract 071B5200264

Change Notice No. 3

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- Document appropriate in S.O.A.P. format on the Progress Notes and utilize flow sheets as indicated.
- Interact and communicates with patients, family other members of the health care team
- Management of Environment of Care.

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES

June 16, 2005

P.O. BOX 30026, LANSING, MI 48909

OR

530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B5200264
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Career Quest, Inc. 5000 Northwind Drive, Suite 120 East Lansing, MI 48823 <p style="text-align: right;">cvalentino@careerquest1.com</p>	TELEPHONE Carl Valentino (517) 318-3330 Ext. 19
	VENDOR NUMBER/MAIL CODE (007)
	BUYER/CA (517) 373-7396 Andy Ghosh, CPPB
Contract Compliance Inspector: Barbara Hladki <p style="text-align: center;">Health Care Staffing – Department of Corrections</p>	
CONTRACT PERIOD: From: April 15, 2005 To: April 14, 2008	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

Please note the following changes effective 4/15/05:

1. The rates for Certified Nursing Assistant, Licensed Practical Nurse and Medical Records clerk are revised as attached.
2. All CNA's currently on staff until continue to be paid at \$14.00/hour weekdays and \$15.00/hour weekends companies will add their standard mark up to establish the billing rates.

- 3. Overtime shall be paid anytime a temporary works more than 40 hours per week in any given period of time.**

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

DMB/DOC

TOTAL ESITMATED CONTRACT VALUE REMAINS: \$4,500,000.00

APPENDIX B

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Pricing Page-Career Quest
Health Care Staffing Services
State of Michigan
Contract #071B5200264
Bid for 2005-2006

Job	NIGP Code	Hourly Rate Paid to Employee (\$)	Contractors Mark Up	Billing Rate	Annual Estimated Hours	(\$)
1. Registered Nurse	961-30-23-6357	\$33.00/hour weekdays	25%	\$41.25	10,920	
		\$34.00/hour weekends	25%	\$42.50	2,080	
2. Licensed Practical Nurse	961-30-23-4600	\$24.00/hour weekdays	25%	\$30.00	10,920	
		\$25.00/hour weekends	25%	\$31.25	2,080	
3. Phlebotomist Laboratory Assistant	961-30-23-5508	\$20.15/hour weekdays	25%	\$25.18	2,080	
4. Paramedic/EMT	961-30-23-5458	\$21.54/hour weekdays	25%	\$26.92	2,808	
		\$22.54/hour weekends	25%	\$28.17	312	
5. Medical Records Clerk	961-30-23-4758	\$15.00/hour weekdays	25%	\$18.75	5,200	
6. Certified Nursing Assistant	961-30-23-1226	\$13.00/hour weekdays	25%	\$16.25	16,640	
		\$14.00/hour weekends	25%	\$17.50	4,160	

APPENDIX B

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Pricing Page-Career Quest
Health Care Staffing Services
State of Michigan
Contract #071B5200264
Bid for 2006-2007

Job	NIGP Code	Hourly Rate Paid to Employee (\$)	Contractors Mark Up	Billing Rate	Annual Estimated Hours	(\$)
1. Registered Nurse	961-30-23-6357	\$33.00/hour weekdays	25%	\$41.25	10,920	
		\$34.00/hour weekends	25%	\$42.50	2,080	
2. Licensed Practical Nurse	961-30-23-4600	\$24.00/hour weekdays	25%	\$30.00	10,920	
		\$25.00/hour weekends	25%	\$31.25	2,080	
3. Phlebotomist Laboratory Assistant	961-30-23-5508	\$20.15/hour weekdays	25%	\$25.18	2,080	
4. Paramedic/EMT	961-30-23-5458	\$21.54/hour weekdays	25%	\$26.92	2,808	
		\$22.54/hour weekends	25%	\$28.17	312	
5. Medical Records Clerk	961-30-23-4758	\$15.00/hour weekdays	25%	\$18.75	5,200	
6. Certified Nursing Assistant	961-30-23-1226	\$13.00/hour weekdays	25%	\$16.25	16,640	
		\$14.00/hour weekends	25%	\$17.50	4,160	

APPENDIX B

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**Pricing Page-Career Quest
Health Care Staffing Services
State of Michigan
Contract #071B5200264
Bid for 2007-2008**

Job	NIGP Code	Hourly Rate Paid to Employee (\$)	Contractors Mark Up	Billing Rate	Annual Estimated Hours	(\$)
1. Registered Nurse	961-30-23-6357	\$33.00/hour weekdays	25%	\$41.25	10,920	
		\$34.00/hour weekends	25%	\$42.50	2,080	
2. Licensed Practical Nurse	961-30-23-4600	\$24.00/hour weekdays	25%	\$30.00	10,920	
		\$25.00/hour weekends	25%	\$31.25	2,080	
3. Phlebotomist Laboratory Assistant	961-30-23-5508	\$20.15/hour weekdays	25%	\$25.18	2,080	
4. Paramedic/EMT	961-30-23-5458	\$21.54/hour weekdays	25%	\$26.92	2,808	
		\$22.54/hour weekends	25%	\$28.17	312	
5. Medical Records Clerk	961-30-23-4758	\$15.00/hour weekdays	25%	\$18.75	5,200	
6. Certified Nursing Assistant	961-30-23-1226	\$13.00/hour weekdays	25%	\$16.25	16,640	
		\$14.00/hour weekends	25%	\$17.50	4,160	

ESTIMATED THREE YEAR AMOUNT (TOTAL BID PRICE) : \$4,500,000.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES

May 24, 2005

P.O. BOX 30026, LANSING, MI 48909

OR

530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B5200264
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Career Quest, Inc. 5000 Northwind Drive, Suite 120 East Lansing, MI 48823</p> <p style="text-align: right;">cvalentino@careerquest1.com</p>	TELEPHONE Carl Valentino (517) 318-3330 Ext. 19 <hr/> VENDOR NUMBER/MAIL CODE (007) <hr/> BUYER/CA (517) 373-7396 Andy Ghosh, CPPB
Contract Compliance Inspector: Barbara Hladki <p style="text-align: center;">Health Care Staffing – Department of Corrections</p>	
CONTRACT PERIOD: From: April 15, 2005 To: April 14, 2008	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

Effective April 15, 2005, the hourly rate and the billing rate for RN's are revised as follows:

Job Classification	NIGP Code	Hourly Rate	Contractor's Mark-up	Billing Rate
Registered Nurse	961-30-23-6357	\$33/hour weekdays	25%	\$41.25

		\$34/hour weekends	25%	\$42.50
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All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

DMB/Ray Tamminga (DOC)

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$4,500,000.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

April 22, 2005

**NOTICE
 TO
 CONTRACT NO. 071B5200264
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Career Quest, Inc. 5000 Northwind Drive, Suite 120 East Lansing, MI 48823	TELEPHONE Carl Valentino (517) 318-3330 Ext. 19
	VENDOR NUMBER/MAIL CODE (007)
	BUYER/CA (517) 373-7396 Andy Ghosh, CPPB
Contract Compliance Inspector: Barbara Hladki <p style="text-align: center;">Health Care Staffing – Department of Corrections</p>	
CONTRACT PERIOD: From: April 15, 2005 To: April 14, 2008	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

The terms and conditions of this Contract are those of [ITB #071I5200043](#), this Contract Agreement and the vendor's quote dated [12/21/2004](#). In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$4,500,000.00**

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
 OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B5200264
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Career Quest, Inc. 5000 Northwind Drive, Suite 120 East Lansing, MI 48823	TELEPHONE Carl Valentino (517) 318-3330 Ext. 19 VENDOR NUMBER/MAIL CODE (007) BUYER/CA (517) 373-7396 Andy Ghosh, CPPB
Contract Compliance Inspector: Barbara Hladki <p style="text-align: center;">Health Care Staffing – Department of Corrections</p>	
CONTRACT PERIOD: From: April 15, 2005 To: April 14, 2008	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: <p>The terms and conditions of this Contract are those of ITB #07115200043, this Contract Agreement and the vendor's quote dated 12/21/2004. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</p> <p>Estimated Contract Value: \$4,500,000.00</p>	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the [ITB No. 07115200043](#). A Purchase Order Form will be issued only as the

requirements of the Department of Corrections are submitted to Acquisition Services. Orders for delivery may be issued directly by the [Department of Corrections](#) through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE VENDOR:

Career Quest, Inc.

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

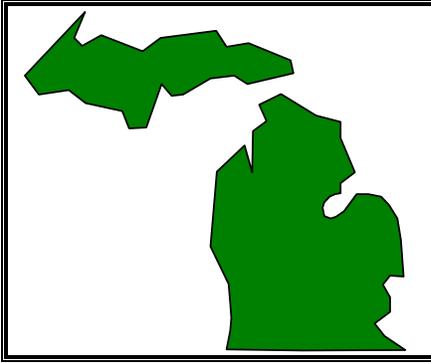
Sean L. Carlson

Name

Director, Acquisition Services

Title

Date



STATE OF MICHIGAN
Department of Management and Budget
Acquisition Services

CAREER QUEST, Inc.
Contract No. 071B5200264
HEALTH CARE STAFFING SERVICES FOR DEPARTMENT OF CORRECTIONS

Buyer Name: Andy Ghosh, CPPB, Buyer Specialist
Telephone Number: 517-373-7396
E-Mail Address: ghosha@michigan.gov



Health Care Staffing – MDOC, Bureau of Health Care Services, Jackson Medical Complex

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Article 1 – Statement of Work (SOW)

1.0 Project Identification

1.001 PROJECT REQUEST

This contract is for Temporary Employment Services for Registered Nurses, Licensed Practical Nurses, Paramedics, Phlebotomists, Medical Records Clerks, and Certified Nursing Assistants for the Jackson Medical Complex, including Duane Waters Hospital.

The contract is of the following type:

Percent Mark Up Rates as quoted in Appendix B (revised) are the maximum and will be firm for the duration of the contract. Acquisition Services may annually review hourly rates paid and make adjustments based on market conditions, if needed.

1.002 BACKGROUND

Recruiting efforts including classified advertising have been exhausted. Job postings on Civil Service website posting are continuous for the positions. Jackson Medical Complex will continue to utilize all available means to recruit and fill vacancies with full time Civil Service staff. It is estimated that an assignment may last up to 832 hours. The duration of each assignment will dependent on the type of the program as well as the vacancy at the agency.

1.1 Scope of Work and Deliverables

1.101 IN SCOPE

The contractor shall, at the specific request of the state, provide Licensed Nurses to provide nursing services in any correctional facility within the Bureau of Health Care Services, Jackson Medical Complex (JMC), including the ambulatory clinics and Duane Waters Hospital, and C-Unit. The contractor, and the staff provided by the contractor shall follow the Michigan Department of Corrections' policy directives, rules, regulations and procedures. Registered Nurses shall also follow the Bureau of Health Care Services Clinical Guidelines for Registered Nurses.

1.102 OUT OF SCOPE Reserved

1.103 TECHNICAL ENVIRONMENT

The Contractor will provide health care staff as described above to work within the Correctional Facilities within the JMC. The personnel provided by the contractor will be required to provide treatment to prisoners in the Correctional Facilities and the Duane Waters Hospital and C Unit.



Personnel provided by the Contractor will be required to become familiar with and utilize the Michigan Department of Corrections (MDOC) Electronic Medical Record (EMR) as well as other computer tracking and communication systems (such as the Pharmacy tracking system (PTS), the Health Management Information System (HMIS), the email system and all other computerized functions necessary for performance of the tasks required.

1.104 WORK AND DELIVERABLE

Contractor shall provide Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The Primary Contractor will be required to assume responsibility for all contractual activities offered in this proposal whether or not that Contractor performs them. The State will consider the prime Contractor to be the sole point of contact with regard to contractual matters, including recruitment, scheduling, and payment of any and all charges resulting from this contract.

The State reserves the right to approve subcontractors for this project and to require the Prime contractor to replace subcontractors or subcontractor personnel found to be unacceptable. The Prime Contractor is totally responsible for adherence by any and all subcontractors to the provisions of this contract.

All staff provided by the Contractor shall have and maintain all applicable current licenses to practice in the State of Michigan.

The JMC staff reserves the right to interview and accept or reject each candidate supplied by the Contractor.

1.2 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

a. The Contractor will provide Registered Nurses, Licensed Practical Nurses, Paramedics, Phlebotomists, and other personnel pursuant to this contract to work in the JMC, do for any day and or any shift. The work day in the ambulatory clinics is generally a 8 and ½ hour shift (with a ½ hour lunch) between the hours of 5:30 AM and 10:00 PM (depending upon the needs and schedule of the individual clinics) , seven days per week including weekends and Holiday. The work day in the inpatient units in the Waters Hospital and C Unit is an 8 and ½ hour day , seven days per week, 24 hours per day, including weekends and Holidays

b. The Contractor shall provide services on an as needed, if needed basis. The exact timing and scheduling of the Contractor's services shall be between the JMC and the contractor at the time of need. The



contractor will provide those services requested which shall conform to the Job Duties attached in Appendix- A. The contractor must notify and provide services within 24 hours to the State Agency.

c. The Contractor must explicitly advise all employees that the State is NOT their employer. All personnel provided by the Contractor shall be subject to the rules, regulations, and policies of the State as well as those of the Jackson Medical Complex.

d. The Contractor is required to perform references checks. All employees provided by the Contractor must pass the Law Enforcement Information Network (LEIN) clearance. The Contractor will provide to the JMC coordinator all the information necessary to obtain the LEIN clearance prior to the employee reporting for work or training.\

e. The contractor must provide qualified temporary employees to the State. The Contractor shall remove all employees found to perform unsatisfactorily with 12 hours of notification, unless otherwise mutually agreed. The contractor shall provide continuous skill training for all employees At completion of the temporary assignment, the contractor must provide an evaluation form to the work site coordinator, to be completed by the temporary employee's supervisor and return to the temporary employment agency.

f. The contractor shall compensate the employees at the Hourly rates specified in Appendix B. The contractor shall not charge their employees a fee for employment placement.

g. The contractor shall state in the proposal as to what employee benefits are provided to the employees (i.e. Health Insurance, Paid Holidays, Sick Leave, Paid Vacation, 401K, Employer's Social Security contribution, Tax Withholding). **NOTE:** The contractor's "Mark Up" must cover employee benefits, unemployment insurance, liability insurance and other job related expenses. All employee benefits are the sole responsibility of the contractor. Employees of the Contractor are not eligible and will not receive State benefits.

h. Overtime. The Contractor may compensate its employees for overtime. However overtime rates shall not exceed those specified in the Price Proposal. No overtime shall be paid without prior authorization form the authorized JMC coordinator. The Contractor must obtain prior approval on all overtime situations. The Contractor must advise each employee that no overtime will be paid without prior authorization.

i. Contractual staff will be required to attend Unit meetings and other selected training sessions as specified by the JMC Administrators. Attendance at such meetings and training will be considered part of the staff on duty requirements. Continuing Education requirements for Licensure are the responsibility of the contractual employee, or Contractor and will not be provided a State expense or obtain during " on duty hours" unless mutually agreed upon by the Contractor and JMC administration.



j. If travel is required, the Contractor employee will be reimbursed at the current State travel rates, and invoiced by the Contractor. Prior approval is required for any travel to be charged to the State under this contract. Temporary employees are not allowed to drive State vehicles.

k. The contract shall be responsible for complete compliance with the American Disability Act. The contractor is also responsible for complete compliance with the HIPAA act.

l. The temporary employees assigned to the State work on a “No Work, No Pay” basis.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

a. The JMC will place all purchase orders for the temporary health care employees as outlined in the Contract through the Prime Contractor prior to filling any order.

b. The State will provide all necessary supplies and equipment to the employees provided under the terms of this Contract.

c. The State will provide new employee training and orientation to all employees provided under this contract.

d. The state will perform the LEIN clearance and appropriate identification cards for all employees provided under this contract.

e. The JMC authorized coordinator is responsible for communicating overtime approval to the Contractor. No overtime will occur without prior authorization by the authorized coordinators.

f. The JMC site supervisor is responsible for approving contractual employees' time sheets.

g. The JMC Coordinators shall provide the Contractor with the following information when requesting services: job classification title; worksite location, hours of work, length of assignment, supervisors name and telephone number and other information to aid in the selection of the employee (i.e. professional skills specific to the assignment, software requirements, telephone number etc.)

1.203 OTHER ROLES AND RESPONSIBILITIES



The MDOC Region III Business Office will process payment to the Contractor for all fees and services provided consistent with the Contract, upon approval of the billing by the designated JMC staff.

1.3 *Project Plan*

1.301 PROJECT PLAN MANAGEMENT – N/A

1.302 REPORTS

The Contractor shall submit written Monthly usage reports to the JMC Administrator and Duane Waters Hospital Administrator as well as to the Acquisition Services.

1.4 Project Management

1.401 ISSUE MANAGEMENT – N/A

1.402 RISK MANAGEMENT

The Contractor, its employees, agents, subcontractors, will be bound by the same standards of confidentiality as State employees. The Contractor or its employees may not release to any party any patient data or other information concerning this contract without written approval of the Contract Administrator unless otherwise required by law.

The Contractor and/ or its employees shall be responsible for maintenance of all appropriate malpractice insurances.

The State, it's departments, and its agents shall not be responsible for representing or defending the Contractor, Contractor's personnel, or any other employee, agent, or subcontractor of the Contractor, named as a defendant in any lawsuit or in connection with any tort claim.

The State shall respond to any grievances filed by prisoners against or involving a Contractor's employee, utilizing the prescribed MDOC Grievance System. Employees of the Contractor are not authorized to utilize the MDOC or Union employee grievance process.

1.403 CHANGE MANAGEMENT

The State reserves the right to modify the services during the course of the contract with approval of the Contractor, and the Department of Management and Budget, Office of Purchasing. Such modifications may include adding or deleting tasks or services and /or other modification deemed necessary.



1.5 Acceptance

1.501 CRITERIA

The JMC Administrator or designee reserves the right to interview and reject any candidate put forth by the Contractor, prior to acceptance of the candidate into MDOC training.

The Contractor will remove any employee determined by the JMC Administrator or designee to perform unsatisfactorily.

Employees of the Contractor may be utilized at different work sites within the JMC with mutual agreement of the Contractor and the JMC Administration. Final acceptance of all contractual staff is with the JMC Administrator.

1.502 FINAL ACCEPTANCE – N/A

1.6 Compensation and Payment

State shall pay Contractor an amount not to exceed that put forth in the Technical Proposal for the performance of all activities necessary for or incidental to the performance of work as set forth in this Contract. All overtime must be approved by the JMC Administrator, the Duane Waters Hospital Administrator or designee, the JMC Director of Nursing, or the Health Unit Manager.

1.7 Additional Terms and Conditions Specific to this SOW

NONE



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

The Contract is for services of temporary health care staff including Registered Nurses, Licensed Practical Nurses, Paramedics, Phlebotomists, Certified Nursing Assistants, and Medical Records Clerks for the State of Michigan, Department of Corrections, Bureau of health Care Services, Jackson Medical Complex.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Department of Corrections- hereinafter known as *Department of Corrections*. Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Acquisition Services and the listed contract administrator

All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget

Acquisition Services

Attn: Andy Ghosh, CPPB

2nd Floor, Mason Building

P.O. Box 30026

Lansing, Michigan 48909

(517) 373-7396

ghosha@michigan.gov



2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately 4/15/05 through 4/14/08.

Option. The State reserves the right to exercise two one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.

Extension. At the sole option of the State, the contract may also be extended. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.

Written notice will be provided to the Contractor within 30 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause.

2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.



2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901 – 445.922

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.

Department of Civil Service Rules and regulations

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.

The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.

The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.

The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.

The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106

Sherman Act, 15 U.S.C.S. § 1 et seq.

Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.

Clayton Act, 15 U.S.C.S. § 14 et seq.

**2.007 RELATIONSHIP OF THE PARTIES**

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

2.008 HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

2.011 SURVIVORSHIP

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

2.012 NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

**2.013 PURCHASE ORDERS**

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

2.1 Vendor/Contractor Obligations**2.101 ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Acquisition Services within 30 days.
2. The Contractor shall also notify the Acquisition Services within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Acquisition Services or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or



amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and

4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 SOFTWARE COMPLIANCE

The vendor warrants that all software for which the vendor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

2.104 IT STANDARDS - NA

2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE) – N/A

2.106 PREVAILING WAGE

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Consumer and Industry Service, Bureau of Safety and Regulation, Wage/Hour Division schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.



If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.107 PAYROLL AND BASIC RECORDS

Payrolls and basic records relating to the performance of this contract shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

The Contractor shall submit a copy of all payrolls to the Contract Administrator upon request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained as indicated above.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors upon request from the Contract Administrator

The Contractor or subcontractor shall permit the Contract Administrator or representatives of the Contract Administrator or the State of Michigan to interview employees during working hours on the job.

If the Contractor or subcontractor fails to submit required records or to make them available, the Contract Administrator may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment.

2.108 COMPETITION IN SUB-CONTRACTING

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

2.109 CALL CENTER DISCLOSURE

Vendor and/or all subcontractors involved in the performance of this contract providing call or contact center



services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE

Contractor is on notice that time is of the essence in the performance of this contract. Late performance will be considered a material breach of this contract, giving the State a right to invoke all remedies available to it under this contract.

2.202 CONTRACT PAYMENT SCHEDULE

All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Acquisition Services, Department of Management & Budget. This activity will occur only upon the specific written direction from Acquisition Services.

2.203 POSSIBLE PROGRESS PAYMENTS

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered) – N/A

2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.



2.206 PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on the site, and with its own organization, according to the statement of work of this contract.

2.3 Contract Rights and Obligations

2.301 INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

2.302 CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.

**2.304 TAXES**

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

2.305 INDEMNIFICATIONGeneral Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.



2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the



Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor



shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General.

In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and



expenses.

2.306 LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.307 CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

2.308 FORM, FUNCTION, AND UTILITY

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

2.310 RESERVED

2.311 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to six months after the expiration or cancellation of this Contract, all



reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.

2.312 WORK PRODUCT

Work Products shall be considered works made by the Contractor for hire by the State and shall belong exclusively to the State and its designees, unless specifically provided otherwise by mutual agreement of the Contractor and the State. If by operation of law any of the Work Product, including all related intellectual property rights, is not owned in its entirety by the State automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to the State and its designees the ownership of such Work Product, including all related intellectual property rights. The Contractor agrees to provide, at no additional charge, any assistance and to execute any action reasonably required for the State to perfect its intellectual property rights with respect to the aforementioned Work Product.

Notwithstanding any provision of this Contract to the contrary, any preexisting work or materials including, but not limited to, any routines, libraries, tools, methodologies, processes or technologies (collectively, the "Development Tools") created, adapted or used by the Contractor in its business generally, including any and all associated intellectual property rights, shall be and remain the sole property of the Contractor, and the State shall have no interest in or claim to such preexisting work, materials or Development Tools, except as necessary to exercise its rights in the Work Product. Such rights belonging to the State shall include, but not be limited to, the right to use, execute, reproduce, display, perform and distribute copies of and prepare derivative works based upon the Work Product, and the right to authorize others to do any of the foregoing, irrespective of the existence therein of preexisting work, materials and Development Tools, except as specifically limited herein.

The Contractor and its subcontractors shall be free to use and employ their general skills, knowledge and expertise, and to use, disclose, and employ any generalized ideas, concepts, knowledge, methods, techniques or skills gained or learned during the course of performing the services under this Contract, so



long as the Contractor or its subcontractors acquire and apply such information without disclosure of any confidential or proprietary information of the State, and without any unauthorized use or disclosure of any Work Product resulting from this Contract.

2.313 PROPRIETARY RIGHTS – N/A

2.314 WEBSITE INCORPORATION

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services.** The Contract Compliance Inspector for this project is:

Barbara Hladki
Administrator, Jackson Medical Complex
3400 Cooper Street
Jackson, Michigan 49201
HladkiBJ@Michigan.gov
517-780-6016

2.402 PERFORMANCE REVIEWS

Acquisition Services in conjunction with the *Regional Business Office/Purchasing Dept, Department of*



Corrections, may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

- (a) The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.
- (b) Examination of Records. No more than once per year, Contractor agrees that the State, including its duly authorized representatives, until the expiration of seven (7) years following the creation of the material (collectively, the "Audit Period"), shall, upon twenty (20) days prior written notice, have access to and the right to examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the terms and conditions of the Contract and with applicable laws and rules, including the State's procurement rules, regulations and procedures, and actual performance of the Contract for the purpose of conducting an audit, examination, excerpt and/or transcription but the State shall not have access to any information deemed confidential to Contractor to the extent such access would require such confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.
- (c) Retention of Records. Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract in accordance with generally accepted accounting principles and



other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

(d) **Audit Resolution.** If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within thirty (30) days from receipt of such report, unless a shorter response time is specified in such report. The Contractor and the State shall develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.

1. **Errors.** If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements.

If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly statement that the balance appeared on or termination of the contract, whichever is earlier.

2. In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than ten (10%), then the Contractor shall pay all of the reasonable costs of the audit.

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS – N/A

2.502 RESERVED

2.503 RESERVED

2.504 GENERAL WARRANTIES (goods) – N/A

2.505 CONTRACTOR WARRANTIES



The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.
9. The contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the contract's requirements.
10. The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the state by Contractor or developed by Contractor under this contract, and Contractor has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.



11. If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items as set forth in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
12. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
13. The Contractor is qualified and registered to transact business in all locations where required.
14. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
15. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

2.506 STAFF

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

The Contractor shall not remove or reassign, without the State's prior written approval any of the Key



Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

2.507 SOFTWARE WARRANTIES – N/A

2.508 EQUIPMENT WARRANTY – N/A

2.509 PHYSICAL MEDIA WARRANTY – N/A

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

**2.603 EXCUSABLE FAILURE**

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.



2.7 Remedies

2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest.



Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.702 RIGHTS UPON CANCELLATION

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services



to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

2.703 LIQUIDATED DAMAGES – N/A

2.704 STOP WORK – N/A

1. The State may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either:
 - a) Cancel the stop work order; or
 - b) Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.
2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - a) The stop work order results in an increase in the time required for, or in the Contractor's costs properly allocable to the performance of any part of this Contract; and
 - b) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
3. If the stop work order is not canceled and the work covered by the stop work order is canceled for



- reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.
4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop work order under this section. The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this section.



2.705 SUSPENSION OF WORK

The Contract Administrator may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contract Administrator determines appropriate for the convenience of the Government.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Administrator in the administration of this contract, or (2) by the Contract Administrator's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

A claim under this clause shall not be allowed:

- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contract Administrator in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

2.802 TIME EXTENTIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the contract completion date will be extended only for



those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

2.803 MODIFICATION

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.

**2.804 AUDIT AND RECORDS UPON MODIFICATION**

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Acquisition Services. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

2.805 CHANGES

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.

- (a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:



- (1) The date, circumstances, and source of the order; and
 - (2) That the Contractor regards the order as a change order.
- (b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.



3.307 LIABILITY INSURANCE

A. Insurance

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See www.michigan.gov/cis

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Acquisition Services, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be



prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked **below**:

1. Commercial General Liability with the following minimum coverage:

\$2,000,000	General Aggregate Limit other than Products/Completed Operations
\$2,000,000	Products/Completed Operations Aggregate Limit
\$1,000,000	Personal & Advertising Injury Limit
\$1,000,000	Each Occurrence Limit
\$500,000	Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.



3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

\$100,000	each accident
\$100,000	each employee by disease
\$500,000	aggregate disease

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).
6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space



and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

B. Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

C. Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Acquisition Services certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without



the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.



**JOB DUTIES
HEALTH CARE STAFFING SERVICES FOR DOC
STATE OF MICHIGAN**

CONTRACT NO. 071B5200264

APPENDIX A



REGISTERED NURSE (RN)

Job Duties

The Registered Nurse will perform the full range of clinical nursing duties. Duties will include:

- Provide direct patient care independently in all units of the Duane Waters Hospital and C-Unit, including emergency room, surgery department, and other special units.
- Provide direct patient independently in ambulatory healthcare clinics in the Jackson Medical Complex, including G. Robert Cotton Correctional Facility, Cooper Street Correctional Facility, Southern Michigan Prison Facility, Egeler Reception and Guidance Center and Parnall Correctional Facility.
- Provides total nursing care, including assessing, planning, implementing patient care, according to Michigan Department of Corrections established policies, procedures, protocols and standards. Draw blood, prepare and obtain laboratory specimens, performs routine lab tests, i.e., hemocult slides, dip sticks, urinalysis. Starts and maintains IV lines, provides wound care, venipuncture, EKG, TB tests, etc.
- Responds to all medical emergencies and initiate and sustain life-saving procedures as clinically appropriate.
- Contacts medical service providers to report change in patient condition or response to treatment.
- Obtain and carry out orders as necessary.



- Documents in the health record in a professionally and legally appropriate manner.
- Completes all necessary documentation and reports, completes forms and logs as required.
- Keep medical service providers, nurse managers and other health care staff apprised of changes in patient condition and unit needs.
- Provides clinical direction to other health care staff, such as LPN's or CENA's.
- Participates in unit team meetings, staff meetings, quality assurance activities and in-service training as required.
- Participates in all institutional security procedures and adheres to all MDOC policy and security requirements.
- Teaches patient health care and self-care as needed.
- Functions with minimal supervision and exercises considerable independent judgment in the providing of nursing care.
- Requires daily contact with prisoners whose security levels range from minimum to maximum.

PARAMEDIC/EMERGENCY MEDICAL TECHNICIAN (EMT)

Job Duties

The paramedic or EMT will perform a full range of patient care activities in the Emergency Room at Duane Waters Hospital (DWH).

Under the direction of the Manager/Charge Nurse in the Emergency Room, the Paramedic/EMT duties will include:

- Provides urgent/routine care to prisoners or staff as needed in DWH ER, within scope of practice.
- Performs complete physical and partial mental assessment.



- Collaborates with other disciplines to establish appropriate care.
- Implements care or treatment and evaluate effectiveness of care.
- Reports changes in patient conditions to appropriate providers.
- Provides BCLS, ACLS to all staff and patients when indicated.
- Administers oral, IV, IM or other medication as directed by the MSP.
- Responds to emergencies within Jackson Medical Complex facilities via mini-ambulance or Michigan Department of Corrections ambulance. Performs necessary emergency care within scope of practice in JMC facilities.
- Transports prisoners in Michigan Department of Corrections ambulance to outside hospital and/or appointments as needed.
- Evaluates patients returning from outside hospital in DWH ER.
- Completes all necessary documentation and reports, completes forms and logs as required.
- Participates in unit team meetings, staff meetings, quality assurance activities and in-service training as required.
- Participates in all institutional security procedures and adheres to all MDOC policy and security requirements.
- Documents in the health record in a professionally and legally appropriate manner.
- Requires daily contact with prisoners whose security levels range from minimum to maximum.

LICENCED PRACTICAL NURSE (LPN)

Job Duties



The LPN will provide a full range of nursing care through the application of policies, procedures, standards and protocols under the direct supervision of the Registered Nurse.

- Provide direct patient care in all units of the Duane Waters Hospital and C-Unit, including emergency room, surgery department and other special units.
- Provide direct patient care in ambulatory health care clinics in the Jackson Medical Complex including G. Robert Cotton Correctional Facility, Cooper Street Correctional Facility, Southern Michigan Prison Facility, Egeler Reception and Guidance Center and Parnall Correctional Facility.
- Measures and records vital signs, and assesses the patient within the LPN scope of practice, training and competency.
- Provides nursing care according to Michigan Department of Corrections policies, protocol, procedures and standards of care within the LPN scope of practice.
- Provides patient care for assigned patients, ensuring that hygiene needs are met, assists with ADL and ambulation as needed.
- Administers medications and treatments and documents receipt of administration of all medications.
- Keeps RN and Nurse Managers informed of changes in patient condition and response to treatment.
- Documents in the health record in a professionally and legally appropriate manner.
- Complete all necessary documentation and reports, completes forms and logs as required.
- Participates in unit team meetings, staff meetings, quality assurance activities and in-service training as required.
- Participates in all institutional security procedures and adheres to all MDOC policy and security requirements.
- Requires daily contact with prisoners whose security levels range from minimum to maximum.
- Follows off-site specialty processes in ambulatory clinics to ensure appropriate follow through.



PHLEBOTOMIST/LABORATORY TECHNICIAN

Job Duties

The Phlebotomist/Laboratory Technician will perform all activities required to obtain and process blood samples as required.

Under the direction of the Nurse Manager/Charge Nurse/RN, the Phlebotomist/Laboratory Technician's duties will include:

- Draws blood in the Duane Waters Hospital or the Jackson Medical Complex facilities, including G. Robert Cotton Correctional Facility, Cooper Street Correctional Facility, Southern Michigan Prison Facility, Egeler Reception & Guidance Center and Parnall Correctional Facility.
- Obtains urine specimens, cultures and scab testing per MSP orders.
- Ensures that the blood/urine samples are appropriately labeled and ensures delivery to lab pick-up sites.
- Documents in the health record in a professionally and legally appropriate manner.
- Completes all necessary documentation and reports, completes forms and logs as required.
- Participates in unit team meetings, staff meetings, quality assurance activities and in-service training as required.
- Participates in all institutional security procedures and adheres to all Michigan Department of Corrections policy and security requirements.
- Requires daily contact with prisoners whose security levels range from minimum to maximum.



MEDICAL RECORDS CLERKS

Job Duties

The Medical Records Clerk will perform a full range of health records clerical duties in the ambulatory health care clinics in the Jackson Medical Complex including the G. Robert Cotton Correctional Facility, Cooper Street Correctional Facility, Southern Michigan Correctional Facility, Parnall Correctional Facility, and the Egeler Reception and Guidance Center, as well as in units of the Duane Waters Hospital and C-Unit.

Under the direction of the Health Unit Manager/Charge Nurse, the Medical Records Clerks' duties will include:

- File documents in the health record.
- Receive documents for the health record and route them to the appropriate staff.
- Sign out or pull records as instructed.
- Copy records for FOIA and other needs as required.



- File returned records.
- Assist in maintaining and compiling data and statistics as directed.
- Performs related work as assigned
- Completes all necessary documentation and reports, completes forms and logs as required.
- Functions as a ward clerk in the Duane Waters Hospital and/or C Unit.
- Participates in unit team meetings, staff meetings, quality assurance activities and in-service training as required.
- Participates in all institutional security procedures and adheres to all MDOC policy and security requirements.
- Requires some contact with prisoners whose security levels range from minimum to maximum.

CERTIFIED NURSING ASSISTANT
Job Duties

The Certified Nursing Assistant will perform the full range of patient care activities.

Under the direction of the Health Unit Manager/Nurse Manager/Charge Nurse, the Certified Nursing Assistant's



duties will include:

- Provide direct patient care in all units of the Duane Waters Hospital and C-Unit.
- Provide medical assistant services in ambulatory health care clinics in the Jackson Medical Complex including G. Robert Cotton Correctional Facility, Cooper Street Correctional Facility, Southern Michigan Prison Facility, Egeler Reception and Guidance Center and Parnall Correctional Facility.
- Take and record vital signs, obtain and record weights as assigned.
- Record accurate intake/output of patients.
- Assist with Activities of Daily Living and ambulation, as needed.
- Assist patients with dressing and assure soiled clothing is changed.
- Make beds and change linens as necessary.
- Delivery and pick up of meal trays, assist with meal set up and feed patients as required.
- Assist patients with positions of comfort, provide water and evening snacks.
- Participates in all institutional security procedures and adheres to all MDOC policy and security requirements.
- Keep medical service providers, nurse managers and other health care staff apprised of changes in patient condition and unit needs.
- Participates in unit team meetings, staff meetings, quality assurance activities and in-service training as required.
- Assist MSP with patient appointments, take and record vital signs. Assist patients to exam room.
- Ensure health records and necessary documentation is available to MSP at time of appointment.
- Log receipt of medications from pharmacy if directed.
- Pick up medication from pharmacy and supplies as needed.



- Requires daily contact with prisoners whose security levels range from minimum to maximum.

APPENDIX B
Pricing Page-Career Quest
 Health Care Staffing Services
 State of Michigan
 CONTRACT #071B5200264
 Bid for 2005-2006

NIGP Code	Hourly Rate Paid to Employee (\$)	Contractors Mark up	Billing Rate	Annual Estimated Hours	(\$)
961-30-23-6357		25%	\$29.75	10,920	
	\$23.80/hour weekdays				
		25%	\$31.00	2,080	
	\$24.80/hour weekends				
961-30-23-4600		25%	\$25.35	10,920	
	\$20.28/hour weekdays				
		25%	\$26.60	2,080	
	\$21.28/hour weekends				
961-30-23-5508		25%	\$25.18	2,080	
	\$20.15/hpur weekdays				
961-30-23-5458		25%	\$26.92	2,808	
	\$21.54/hour weekdays				
		25%	\$28.17	312	
	\$22.54/hour weekends				
961-30-23-4758		25%	\$21.55	5,200	
	\$17.24/hour weekdays				
961-30-23-1226		25%	\$12.50	16,640	
	\$10.00/hour weekdays				
		25%	\$13.75	4,160	
	\$11.00/hour weekends				

APPENDIX B
Pricing Page-Career Quest
 Health Care Staffing Services
 State of Michigan
 CONTRACT #071B5200264
 Bid for 2006-2007

NIGP Code	Hourly Rate Paid to Employee (\$)	Contractors Mark up	Billing Rate	Annual Estimated Hours	(\$)
961-30-23-6357		25%	\$29.75	10,920	
	\$23.80/hour weekdays				
		25%	\$31.00	2,080	
	\$24.80/hour weekends				
961-30-23-4600		25%	\$25.35	10,920	
	\$20.28/hour weekdays				
		25%	\$26.60	2,080	
	\$21.28/hour weekends				
961-30-23-5508		25%	\$25.18	2,080	
	\$20.15/hpur weekdays				
961-30-23-5458		25%	\$26.92	2,808	
	\$21.54/hour weekdays				
		25%	\$28.17	312	
	\$22.54/hour weekends				
961-30-23-4758		25%	\$21.55	5,200	
	\$17.24/hour weekdays				
961-30-23-1226		25%	\$12.50	16,640	
	\$10.00/hour weekdays				
		25%	\$13.75	4,160	
	\$11.00/hour weekends				

APPENDIX B
Pricing Page-Career Quest
 Health Care Staffing Services
 State of Michigan
 CONTRACT #071B5200264
 Bid for 2007-2008

NIGP Code	Hourly Rate Paid to Employee (\$)	Contractors Mark up	Billing Rate	Annual Estimated Hours	(\$)
961-30-23-6357		25%	\$29.75	10,920	
	\$23.80/hour weekdays	25%	\$31.00	2,080	
	\$24.80/hour weekends				
961-30-23-4600		25%	\$25.35	10,920	
	\$20.28/hour weekdays	25%	\$26.60	2,080	
	\$21.28/hour weekends				
961-30-23-5508		25%	\$25.18	2,080	
961-30-23-5458		25%	\$26.92	2,808	
	\$21.54/hour weekdays	25%	\$28.17	312	
	\$22.54/hour weekends				
961-30-23-4758		25%	\$21.55	5,200	
961-30-23-1226		25%	\$12.50	16,640	
	\$10.00/hour weekdays	25%	\$13.75	4,160	
	\$11.00/hour weekends				

APPENDIX B
Pricing Page-Career Quest
Health Care Staffing Services
State of Michigan
CONTRACT #071B5200264

Code	Hourly Rate Paid to Employee (\$)	Contractors Mark up	Billing Rate	Annual Estimated Hours	(\$)
	Estimated Three Year Amount (Total Bid Price)				\$4,500,000.00

APPENDIX C
Contractors Technical Proposal
(Excerpts Only)

Personnel Qualifications

The project manager for this contract will be Carl Valentino. Mr. Valentino is the COO for Career Quest where he supervises 10-12 employees and handles all contracts including our current contract with The State of Michigan, which is a \$32 million dollar temporary employee office/clerical contract. Mr. Valentino will spend 50% of his time on this contract.

Carol Brain will be one of the key personnel for this contract. Ms. Brain is a licensed R.N. and has worked on various medical projects. She has great experience in working with medical staff, nurse recruiting and interviewing. Ms. Brain will spend 100% of her time on this project.

Paul Jaques will be another key personnel on this contract. Mr. Jaques is a placement coordinator at Career Quest and has excessive experience in recruiting, interviewing, and screening individuals for various projects. He has great experience in working with the current State of Michigan contract, along with many others. Mr. Jaques will spend 25% of his time on this project.

Subcontractor

Career Quest will have ASAP Medstaff/Home Care Alternatives as their subcontractor.

ASAP Medstaff, which is located at 5656 S. Cedar St., Lansing, MI 48911, are experts in recruiting medical staff for the Michigan area. They specialize in recruiting medical staff for offices, which include:

- Medical Assistants
- Receptionists
- Phlebotomists
- Billing/Insurance
- Lab Techs
- Physical Therapists
- X-Ray Techs
- Transcriptionists
- Data Entry
- Office/Administrative

And for Hospitals which include:

- Nurses (RN, LPN, CNA)
- Health Unit Coordinator
- Admitting Clerks/Office
- Billing/Financial Services
- Phlebotomists/Lab Aides
- Lab Techs
- Paramedics
- X-Ray Techs
- Patient Care Techs
- Transcriptionists
- Environmental Service Techs

The main contact for this subcontractor will be Janice Jancek, RN BS. Jan is the owner and manager of both ASAP Medstaff and Home Care Alternatives. She has extensive recruiting experience with Nurses and great experience with hands on nursing practice. Here resume is included.

Work Plan

Career Quest Recruiting

Career Quest recruits individuals in the Michigan area as well as cities across the country. We strategically recruit employees to the uniqueness of the position posted and to the geographical area that it is needed.

Recruiting Online

Many of our positions are posted on Internet sites, including our own, to reach as many diverse and qualified individuals. We utilize websites such as The Michigan Works database, Monster, HotJobs, as well as many college websites. We recruit from local colleges including the MSU Department of Nursing, Lansing Community College Department of Nursing, and Ross Medical. Many people who apply with us have heard of us from former or current employees that have been satisfied with our placement.

Career Quests' Testing System

Career Quest tests all individuals on our state of the art computer testing system. Each candidate is tested on the Wonderlic system. This test lets us know what position the candidate would be suited for with the information gathered from their answers. We also test in several different areas including:

Access 2000	Windows 2000
Access 97	Windows 98
Excel 2000	Word 2000
Excel 97	Wordperfect 9.0
Lotus 1-2-3 97	Audio Transcription
Outlook 2000	Typing
Powerpoint 2000	Filing
Powerpoint 97	Word 97

We also have a checklist for each position, which has an experience rating scale. (example included)

Career Quest Hiring Process

Career Quest thoroughly screens each individual that we possibly elect as a candidate. The candidate does not become a Career Quest employee unless they pass through our detailed process to our level of satisfaction.

Career Quest Hiring Process

Step 1

Phone interview and
Resume submission

- Introductions
- Find out what candidate is seeking
- Setup face-to-face interview

Step 2

Application, testing, face
To face interview

- Introductions
- Application, testing
- Face to face interview

Step 3

Enter application an
Background check

- Enter application into system
- Check references
- Check criminal background

Step 4

Review application and
Checks

- Determine types of assignments the
Candidate is qualified for
- Check for open positions
- Check candidates availability

Step 5

Employee Orientation

- Show applicable video and hand out
Needed forms
- Answer any questions from candidate
- Assign candidate to position

Step 6

First day check in and follow up

- Call employer on first day to make sure
The candidate was there on time and ready for
Assignment
- Keep in contact with employer and employee
To make sure that we have a good fit for both

Career Quest also trains and orientates individuals in the areas of *Bloodborne Pathogens*, *Understanding Harassment in the Workplace*, and *Understanding Diversity in Today's Workforce*.

1.2 Roles and Responsibilities
1.201 CONTRACTOR STAFF, ROLES AND RESPONSIBILITIES

- a. The Contractor will provide Registered Nurses, Licensed Practical Nurses, Paramedics, Phlebotomists, and other personnel pursuant to this contract to work in the JMC, for any day and or any shift. The workday in the ambulatory clinics is generally an 8 and ½ hour shift (with a ½ hour lunch) between the hours of 5:30 AM and 10:00 PM (depending upon the needs and schedule of the individual clinics), seven days per week including weekends and Holidays.

Career Quest has an excellent pool of medical staff that is entered in our COATS system. Here is the size of our resource pool:

Registered Nurse	25
Licensed Practical Nurse	25
Phlebotomist/Lab Asst.	4
Paramedic	12
Medical Record, Clerk	10
Certified Nursing Asst.	40

- b. The Contractor shall provide services on an as needed, if needed basis. The exact timing and scheduling of the Contractor’s services shall be between the JMC and the Contractor at the time of need. The Contractor will provide those services requested which shall conform to the Job Duties attached in Appendix-A. The Contractor must notify and provide services within 24 hours to the State Agency.

Career Quest handles all employment needs on a timely basis. We place all employees needed as quickly and thoroughly as possible as soon as we receive a requisition from the employer. Career Quest is also available on a 24/7-hour basis so that all shifts are covered.

- c. The Contractor must explicitly advise all employees that the State is NOT their employer. All personnel provided by the Contractor shall be subject to the rules, regulations, and policies of the State as well as those of the Jackson Medical Complex.

Currently having State of Michigan contracts has given us great experience in many aspects including working with employees to let them know that they are Career Quest employees and to not give them any notion that they will be hired within the State of Michigan.

To make sure that all Career Quest employees follow all rules, regulations, and safety precautions, our staff would request a walk through of the Jackson Medical Complex and to meet with the head nurse. We would like all Career Quest employees to feel as safe and as comfortable as possible.

- d. The Contractor is required to perform reference checks. All employees provided by the Contractor must pass the Law Enforcement Information Network (LEIN) clearance. The Contractor will provide to the JMC coordinator all the information necessary to obtain the LEIN clearance prior to the employee reporting for work or training.

Career Quest checks all employees' references and criminal backgrounds. All information will be given to the State of Michigan so that they can be furthered checked for LEIN clearance.

- e. The Contractor must provide qualified temporary employees to the State. The Contractor shall remove all employees found to perform unsatisfactorily with 12 hours of notification, unless otherwise mutually agreed. The Contractor shall provide continuous skill training for all employees. At completion of the temporary assignment, the contractor must provide an evaluation form to the work site coordinator, to be completed by the temporary employee's supervisor and return to the temporary employment agency.

It is Career Quests motto to place excellent, qualified employees. If any of these employees are not to the satisfactory of the State of Michigan, they will be immediately removed in the appropriate matter. An evaluation form will be provided to the State of Michigan for completion of assignment, which is provided.

- f. The Contractor shall compensate the employees at the hourly rates specified in Appendix B. the Contractor shall not charge their employees a fee for employment placement.

There is not a fee for employees to work with Career Quest and the hourly rates provided on Appendix B are excellent representations of what the employees are seeking.

- g. The Contractor shall state in the proposal as to what employee benefits are provided to the employees (i.e. Health Insurance, Paid Holidays, Sick Leave, Paid Vacation, 401 K, Employer's Social Security contribution, Tax Withholding). **NOTE:** the Contractor's "Mark Up" must cover, which are not limited to, employee benefits, unemployment insurance, liability insurance and other job related expenses. All employee benefits are the sole responsibility of the Contractor. Employees of the Contractor are not eligible and will not receive State benefits.
- h. Overtime. The Contractor may compensate its employees for overtime. However, overtime rates shall not exceed those specified in the Price Proposal. No overtime shall be paid without prior authorization from the authorized JMC coordinator. The Contractor must obtain prior approval on all overtime situations. The Contractor must advise each employee that not overtime will be paid without prior authorization.

Our experience again with our State of Michigan contracts has worked out very well with overtime compensation. Career Quest will not pay overtime to a State of Michigan employee unless they are notified.

- i. Contractual staff will be required to attend Unit meetings and other selected training sessions as specified by the JMC Administrators. Attendance at such meetings and training will be considered part of the staff on duty requirements. Continuing Education requirements for Licensure are the responsibility of the contractual employee, or Contractor and will not be provided at State expense or obtain during "on duty hours" unless mutually agreed upon by the Contractor and JMC administration.

The Career Quest staff will be available to attend any and all meetings and training sessions. Any continuing education will be obtained before or after work hours and will be at the employee or Career Quest's expense.

- j. If travel is required, the Contractor employee will be reimbursed at the current State travel rates, and invoiced by the Contractor. Prior approval is required for any travel to be charged to the State under this contract. Temporary employees are not allowed to drive State vehicles.

Each Career quest employee is provided with a mileage sheet on his or her first day on the assignment. These sheets are provided in the case of any travel needed for the position. The employee will be informed that they are not to use State vehicles and all mileage should be taken down from their own transportation.

- k. The Contractor shall be responsible for complete compliance with the American Disability Act. The Contractor is also responsible for complete compliance with the HIPAA act.

Confidentiality of patient information is a huge priority to Career Quest. Each employee is trained and informed of all new HIPPA laws including PHI (Protected Health Information). These include and are not limited to:

- The Patients diagnoses
- Details of the patients condition
- Photographs or videos of the patient
- Healthcare providers' notes regarding the patient
- Conversations between the patient and the healthcare providers

- l. The temporary employees assigned to the State work on a “No Work, No Pay” basis.

All Career Quest employees are not paid unless we have actual hours worked with a signed timesheet from the week prior from the head manager or nurse.

Milestones

- 1 To make sure that all Career Quest employees follow all rules, regulations, and safety precautions, our staff would request a walk through of the Jackson Medical Complex and to meet with the head nurse. We would like all Career Quest employees to feel as safe and as comfortable as possible.
- 2 We would next like to find out the actual needs of the complex so that we can plan on placing employees at the appropriate time. We can set up a time line and plan on our interview process.

- 3 After knowing the needs of the complex we would start the interview process. We would first place ads in the appropriate papers and websites to recruit individuals. Then we would do preliminary phone interviews and if we feel they would be appropriate for a position, a face-to-face interview would be set. From there we would screen, test, and check backgrounds of the candidates.
- 4 The candidates that pass our interview process would then be sent to the appropriate position.
- 5 A first day follow up would be administered along with weekly follow-ups.
- 6 We would then administer evaluations after assignment has ended or during an assignment along with ongoing training.
- 7 Career Quest will submit written monthly usage reports to the JMC Administrator and Duane Waters Hospital Administrator, as well as to the Acquisition Services.

Project Management

All employees of Career Quest are trained and informed that confidentiality is a very important concern to the State of Michigan. We make sure that all of our employees do not release any patient data or information concerning the contract to an outside party or agency. (A training handout is provided.) Career Quest will be responsible for its own malpractice insurance and will cover all of its employees.

In the case of a lawsuit with this contract, Career Quest will represent them if this matter does come about.

All Career Quest employees will be informed that they are not to utilize the MDOC or Union employee grievance system.

The project manager for this contract will be Carl Valentino. Mr. Valentino is the COO for Career Quest where he supervises 10-12 employees and handles all contracts including our current contract with The State of Michigan, which is a \$32 million dollar temporary employee office/clerical contract. Mr. Valentino will spend 50% of his time on this contract.

Carol Brain will be one of the key personnel for this contract. Ms. Brain is a licensed R.N. and has worked on various medical projects. She has great experience in working with medical staff, nurse recruiting and interviewing. Ms. Brain will spend 100% of her time on this project.

Paul Jaques will be another key personnel on this contract. Mr. Jaques is a placement coordinator at Career Quest and has excessive experience in recruiting, interviewing, and screening individuals for various projects. He has great experience in working with the current State of Michigan contract, along with many others. Mr. Jaques will spend 25% of his time on this project.