



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **6**  
 to  
 Contract Number **071B7700204**

<b>CONTRACTOR</b>	MACOMB/ST CLAIR WORKFORCE DEVELOPMENT BOARD
	21885 Dunham Road , Suite 11
	Clinton Township, MI 48036
	Justin Al-Igoe
	586-469-5224
	jal-igoe@macomb-stclairworks.org
	CV0032010

<b>STATE</b>	<b>Program Manager</b>	Crissa Blankenburg	MDOC
		517-335-3847	
	<b>Contract Administrator</b>	blankenburgc@Michigan.gov	
		Courtney Powell	DTMB
		(517) 249-0452	
		powellc11@michigan.gov	

CONTRACT SUMMARY				
OFFENDER SUCCESS ADMINISTRATIVE AGENCY SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
September 12, 2017	March 31, 2022	4 - 1 Year		March 31, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$7,844,753.29	\$0.00	\$7,844,753.29		
DESCRIPTION				
Effective March 1, 2022, the following changes are made to this contract:				
Exhibit A, Statement of Work, Section 1.3 Key Performance Metrics is revised: Referrals and carry over enrollments received by the Contractor will transition to an absorbing Offender Success Administrative Agency on March 1, 2022, prior to this contract ending on March 31, 2022. As a result of the transition, eligibility will not be met for all contract year 5 Key Performance Metrics. Contract Year 5 Key Performance Metrics bonuses/credits will not be assessed by MDOC or paid by either party.				
All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.				



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**CONTRACT CHANGE NOTICE**

Change Notice Number **4**

to

Contract Number **071B7700204**

<b>CONTRACTOR</b>	MACOMB/ST CLAIR WORKFORCE DEVELOPMENT BOARD
	21885 Dunham Road , Suite 11
	Clinton Township, MI 48036
	John Bierbusse
	586-469-5220
	john@macomb-stclairworks.org
	CV0032010

<b>STATE</b>	<b>Program Manager</b>	Crissa Blankenburg	MDOC
		517-335-3847	
		blankenburgc@michigan.gov	
	<b>Contract Administrator</b>	Douglas Glaser	DTMB
		517-898-3982	
		glaserd@michigan.gov	

CONTRACT SUMMARY				
OFFENDER SUCCESS ADMINISTRATIVE AGENCY SERVICES (REGION 10 - MACOMB/ST. CLAIR)				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
September 12, 2017	March 31, 2022	4 - 1 Year		March 31, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		March 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$7,844,753.29	\$0.00		\$7,844,753.29	
DESCRIPTION				
Effective 10/1/2020, the attached PDF and its contents, are hereby incorporated into the contract.				
Please note the Program Manager has been changed to Crissa Blankenburg, 517-335-3847, blankenburgc@michigan.gov.				
Please note the Contract Administrator has been changed to Doug Glaser, 517-898-3982, glaserd@michigan.gov.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				

**Effective 10/1/2020, the attached “Service Level Agreements” (Exhibit Q), and the attached “Offender Success Data Collection Spreadsheet Requirements and Instructions” (Exhibit J) are hereby revised. Additional changes include:**

**Exhibit A, Statement of Work, Section 1.3 Key Performance Measures (KPMs), A. paragraph 3 is revised:**

Bonus/Credit Eligibility: Must have a minimum of 10% of all enrollments receiving employment services during the Contract year, since the bonus/credit incentive is derived from identifying 10% of the Administration Costs for this KPM. Offender enrollments for Work Supplies (only) are excluded from the JP KPM. Less than 10% enrollments receiving employment services during the Contract year, equals neutral performance and no bonus/credit will be applied.

**Exhibit A, Statement of Work, Section 1.3 Key Performance Measures (KPMs), B. paragraph 3 is revised:**

Bonus/Credit Application on a Contract year basis: Year 1 and 2, (April 1, 2017 – March 31, 2019) will be dedicated to gathering data, provided by Contractors, in establishing a baseline 12-month Job Retention Rates for each Region. Allowing two years will ensure that those placed into a job (in Year 1) are tracked for retention during Year 2. Year 3 and beyond, (April 1, 2019 – Forward), will apply the KPM for Contractors to exceed the established percentage by region for the bonus. A credit will be applied for region's falling 20% or below the established baseline rate. For every 3% increase or decrease in a Contractor region's baseline employment retention rate, their KPM is proportionally increased or decreased by 1%. Percentages rounded up/down to the nearest decile percentage point (0.0%).

**Exhibit A, Statement of Work, Section 1.6 Financial and Program Oversight, B. is revised (see re-written metric 1):**

The Contractor must submit to ORU a signed and executed copy of each approved subcontract or agreement, which derives its funding from State Contract funding, within 14 calendar days after receipt of ORU's written/signed approval. This standard will not apply if the Contractor decides not to proceed with the subcontractor after gaining ORU's approval. If more than 14 days are needed, the contractor must gain ORU approval prior to the 14-day limit.

**Exhibit A, Statement of Work, Section 1.7, Incident Reporting is revised:**

The Contractor shall adhere to this protocol when reporting the below incident types to the State that occur in MDOC contracted/sub-contracted housing locations. For purposes of MDOC-contracted housing locations, these would be 24/7 and Base Housing locations funded through the Offender Reentry Unit (ORU). The Contractor shall immediately report an incident when the Contractor/sub-contractor first becomes aware of the incident. Immediately is when there is enough information to share offender name/number, what occurred and between whom. The Contractor shall ensure housing contractors and staff employed through the Contractor adhere to this protocol.

- A. Deaths. When the Contractor first becomes aware of a death, they shall immediately notify, in writing via email, the supervising field agent, appropriate Contract Monitor – PMCD (Procurement, Monitoring and Compliance Division), ORU Community Liaison and the MDOC Program Manager with details covering:

1. Offender Name/Number
2. Location and estimated time of death
3. Circumstances surrounding the death (illness, suspected over-dose, assault, suspicious circumstances)
4. Involved staff names, their titles and any actions taken

B. The following three incident types shall be reported on the Offender Success Incident Notification form and emailed to the supervising field agent, appropriate Contract Monitor – PMCD, ORU Community Liaison and the MDOC Program Manager:

1. Offender injury/illness requiring hospitalization
2. Unusual event which may attract public or media attention
3. Prison Rape Elimination Act (PREA) incidents.

**Exhibit A, Statement of Work, Section 3.8. C. Prison Rape Elimination Act of 2003 (PREA), 42 U.S.C. § 15601, 2. is reserved:**

2. Reserved.

**Exhibit A, Statement of Work, Section 3.8, D. is revised:**

Contractor staff that provide direct services to offenders, handle or may have access to offender records, or provides supervisory services to staff performing these functions, must read, sign, and submit the MDOC Vendor Handbook to the Contract Monitor upon completion of staff's orientation. As deemed necessary, the MDOC Program Manager will provide the Contractor with a copy of the applicable Vendor Handbook via email. Any revisions to the documents will be emailed to the Contractor throughout the Contract period, and the Contractor and Subcontractor must comply with all documentation provided.

The Contractor will ensure that all subcontracts require subcontractor and subcontractor employees to comply with the MDOC's applicable Vendor Handbook, and attach a copy of the applicable subcontractors and their employees Vendor Handbook(s) signature to each subcontract submitted to the ORU's for review and approval each fiscal year. The Contractor will maintain records of all subcontractor and subcontractor employee signed Vendor Handbooks for auditing purposes.

**Exhibit A, Statement of Work, Section 3.9. Training is revised:**

In accordance with MDOC instruction, Contractor staff and subcontractor staff who provide direct services to offenders must complete MDOC provided training before providing services under this Contract. Exceptions may be made for transfers or employees with prior MDOC work experience in similar positions who have completed MDOC training previously. Contact the MDOC Contract Monitor with any questions concerning MDOC training.

**Exhibit A, Statement of Work, Section 6.2. A., Bonus and Credits is revised:**

Bonus payments and credit costs (to the State) for achieving or underperforming on Key Performance Measures will be completed annually on a Contract year basis with Contractors receiving payments or withholdings by July 31 following the close of the Contract year (March 31).

These payments/withholdings will be against Contractors Total billable Administration Costs for the Contract year achieving/underperforming on KPMs.

**Bonus Payment/Credit Schedule**

Key Performance Measure	Year 1 April 1, 2018 – March 31, 2019	Year 2 April 1, 2019 – March 31, 2020	Year 3 April 1, 2020 – March 31, 2021	Year 4 April 1, 2021 – March 31, 2022	Year 5 April 1, 2022 – March 31, 2023 and beyond
Date*	June 30, 2019	June 30, 2020	June 30, 2021	June 30, 2022	June 30, 2023

<b>Initial Job Placement Rate (1)</b>	Baseline Established	-10% Credit +10% Credit	-10% Credit +10% Credit	-10% Credit +10% Credit	-10% Credit +10% Credit
<b>12 Month Job Retention Rate (2)</b>		Baseline Established	-10% Credit +10% Credit	-10% Credit +10% Credit	-10% Credit +10% Credit
<b>36 Month Return to Prison (3)</b>	1 <sup>st</sup> Cohort	12 months	24 months	-20% Credit +20% Credit	-20% Credit +20% Credit

\*Date – Target date for determining Baselines and applying KPM bonuses or credits.

(1) – Using Year 1 of job placement data to establish initial job placement rates for each region.

(2) – Using Year 2 of job retention data to establish 12-month job retention rates for each region.

(3) – Using Year 3 return to prison data as the entire first cohort enrolled in Year 1 will have been out 36 months by the end Year 4 of the Contract. These rates will be compared to existing regional return to prison rates for each region.

Bonus/Credit Application on a Contract year basis for:

Year 1, (April 1, 2017 – March 31, 2018) will be dedicated to gathering data, provided by Contractors, in establishing a baseline Initial Job Placement Rates for each Region.

Year 2 and 3 (April 1, 2018 – March 31, 2020) will apply the KPM for Contractors to exceed the established percentage by region for the bonus with credit for falling 20% or lower of the established baseline rate. Years 4 and Beyond (April 1, 2020– forward) will apply the KPM for Contractors to meet or exceed their established percentage for the bonus with credit for falling 20% or lower of the established baseline rate.

Bonus/Credit Application on a Contract year basis: Year 1 and 2, (April 1, 2017 – March 31, 2019) will be dedicated to gathering data, provided by Contractors, in establishing a baseline 12-month Job Retention Rates for each Region. Allowing two years will ensure that those placed into a job (in Year 1) are tracked for retention during Year 2. Year 3 and beyond, (April 1, 2019 – Forward), will apply the KPM for Contractors to exceed the established percentage by region for the bonus. A credit will be applied for region's falling 20% or below the established baseline rate. For every 3% increase or decrease in a Contractor region's baseline employment retention rate, their KPM is proportionally increased or decreased by 1%. Percentages rounded up/down to the nearest decile percentage point (0.0%).

**Exhibit A, Statement of Work, Section 6.2. A., In Year 4 Example paragraph is revised:**

In Year 4 – If the Contractor exceeded both their Initial Job Placement and Return to Prison KPMs but fell below their 12-month retention rate. They would receive an overall bonus of 30% (40%-10% = 30%). If they billed out \$30,000.00 in Administration costs, they would receive an additional \$9,000 for the bonus. All other language in this section remains the same.

# Offender Success



## Offender Success Data Collection Spreadsheet Requirements and Instructions

### I. Introduction:

Data submission is a contract requirement within all Offender Success Administrative Agency (OSAA) Contracts to account for referrals and reported costs such as services, resource specialist and operations support (paid for with offender success offender success funds) necessary to meet the Michigan Department of Corrections' reporting and budgetary needs. The OSAA's are to make arrangements to complete and submit the provided spreadsheet electronically to the MPRI Statement Mailbox, by the 20th of each month at [MPRIStatements@michigan.gov](mailto:MPRIStatements@michigan.gov). Data questions or concerns should be addressed to your respective Community Liaisons.

*Referrals:* All Offender Success services are authorized by an MDOC CFJ-140 Referral for Services. The service referral will be recorded within the Offender Success Data Collection Spreadsheet (OSDCS) for authorized service types.

*Service Costs:* The data spreadsheet will capture all service costs within the 4 Service Categories, each with its own listing of Service Types. The services recorded include leveraged services at \$0 cost as well as **prior months' services being expensed within the month reported**. The services recorded on the data sheet shall match the expenses recorded on the Monthly Expenditure Report.

*Resource Specialist and Job Development Specialist Costs:* The data spreadsheet will capture all Resource Specialist/Job Development Specialist costs expensed within the month. All costs budgeted and reported in the Monthly Expenditure Report as "Resource/Job Development Specialist" cost shall be entered at the top of the data collection spreadsheet in the "Monthly Resource/Job Development Specialist Costs" line. These costs budgeted in any of the 4 service categories shall be documented in the corresponding service category/service type entry.

*Operation Support Costs:* The data spreadsheet will capture all Operation Support costs expensed within the month reported. Include expenses associated with overhead costs such as: Community Coordinator salary/wages/fringe, Community Coordinator Travel, Outreach and Education, In-Reach, Training and Professional Development, and General Administration.

## II. Instructions for Completion of Data Collection Spreadsheet:

The spreadsheet contains drop down options that are linked to drop down offerings in other cells to the right. Therefore, when filling in the data please ensure that the spreadsheet is completed from left-to-right. If the data field has a drop-down menu, please choose from the list provided in the drop down menu. All date fields must be appropriately formatted MM/DD/YYYY. **Invalid entries will be returned for correction.**

### **Steps**

1. *Monthly Resource Specialist Costs:* Enter the amount of costs expensed, paid for with Offender Success funds, during the month reported. This total is to match the costs reported on the Monthly Expenditure Report.
2. *Monthly Operations Support Costs:* Enter the amount of costs expensed, paid for with Offender Success funds, during the month reported. This total is to match the costs reported on the Monthly Expenditure Report.

Michigan Department of Corrections - Offender Reentry Unit - Offender Success	
Offender Data Collection FY - 2017	
Month:	
Monthly Resource Specialist Costs:	
Monthly Operation Support Costs:	

3. *Service Month:* Record the service month reported for each open service record. An open service record is a record that is either (1) an open referral without a discharge date entered in a prior month's DCR or (2) a new referral record entered for the current reporting month. Each Service Month entry shall record that month's current service activities and inactivity. For example, if a service occurred in a prior month (November) but reported in the current month (December), the entry for the Service Month will be November.

Service activities are identified within each column for the entry for the month to ensure the referral record is updated monthly, with the final entry made for each referral record during the month of service discharge. After a discharge date is entered for a referral record, no further reporting is required in future monthly Data Collection Reports as that record is closed for purposes of future reporting.

4. *Offender Success Site* data field: Select the Offender Success site for which the data is being reported from the drop-down menu.
5. *County* data field: Type in the county of supervision for the offender.
6. *Offender Number* data field: Enter the six-digit MDOC number of the offender receiving the service. **Ensure this is entered carefully and accurately.**
7. *Last Name* data field: Enter **only the last name** of the offender receiving the service as it appears on the CFJ-140.

8. *First Name* data field: Enter **only the first name** of the offender receiving the service as it appears on the CFJ-140.
9. *Service Category* data field: Select the appropriate service category based upon the service provided to the offender via the drop down menu. (See example 1 below.)

Example 1:

Service Month	Offender Success Site	County	MDOC Number	Last Name	First Name	Service Category	Service Type
						<div> <div></div> <div>Residential Stability</div> <div>Health and Behavioral Health</div> <div>Social Support</div> <div>Job Placement</div> </div>	

10. *Service Type* data field: Select the appropriate service type via the drop down menu. (See example 2 below.)

Example 2:

Service Category	Service Type	Vendor	CFJ-140 Referral Date	Enrollment Date
Job Placement	<div> <div></div> <div>Job Readiness</div> <div>Job Readiness</div> <div>Vocational Assessment</div> <div>Job Search</div> <div>Temporary Work Experier</div> <div>Try-Out Employment</div> <div>On-the-Job Training</div> <div>Work Supplies</div> </div>			

11. *Vendor Name* data field: Enter the name of the vendor from whom the items or services were purchased. Leave this blank for new referrals pending enrollment, if a vendor has not been selected during that report month.
12. *CFJ-140 Referral Date* data field: Enter the date that is on the CFJ-140 form as the referral date.
13. *Enrollment Date* data field: Enter the date that the offender started receiving service – no drop down menu. (See Section III for the complete definition).
14. *# of Times/Days/Hours Service Performed* data field: Enter the number of times/days/hours that the service was provided. (See Section III for the complete definition). Job Placement Temporary Work Experience, Try-Out Employment and On-the-Job Training should reflect hours.
15. *Cost* data field: Enter the total cost for the services (cell is formatted for currency).
16. *Discharge and Open Status Codes (DOSC)* field: Select one option from the drop down menu for each data entry. This field **must be completed for each entry**. (See example 3 below and section III for definitions of these codes).



Example 3:

Enrollment Date	# of Times/Days Service Performed	Cost	Discharge and Open Status Codes	Discharge Date	Comments
			Completed Completed: Employed Open Neutral Unsuccessful		

17. *Discharge Date* data field: Enter the date that the offender was discharged from services. When an offender discharges from MDOC supervision, use the OTIS date as the Discharge Date. **Do not complete this field for services entered as “Open” within the *Discharge and Open Status Code* field.** This is left blank for these “open” cases as the offender is continuing with services (or not yet employed for those referred into Employment Readiness Services, except work supplies only.)
18. *Comments Field.* Enter information to describe entry
19. *Comments* field for Discharges: Provide any comments that will assist in the explanation of data presented for **Unsuccessful and Neutral Discharges only**, for these discharges, enter the correct reason from the listing below as the reason for the discharge. Be sure to retain documentation to support an unsuccessful or neutral status discharge. (See Section III – Definitions, Discharge and Open Status Codes for further information on each required entry.)
  - **Unsuccessful:** Offender discharged from the Service for:
    - Enter in Comments
    - Left program or absconded
    - Returned to prison/Jail
    - Rules non-compliance.
    - Discharged from MDOC Supervision- unemployed (Job Placement Services Only)
  - **Neutral:** Offender discharged from the program for:
    - Enter in Comments
    - Mutual staff decision. (OSAAs must consult with their liaison before closing any JP referral Neutral for a “mutual staff decision.”)
    - Failed to show (This is for failure to show for enrollment only-all others would fall under noncompliance of rules unsuccessful.)
    - Non-Completion due transfer.
    - Discharge from MDOC supervision. (However, the “Neutral” discharge code is not to be used for Job Placement referrals for offenders that discharge from MDOC supervision. If an offender has a Job Placement referral without a “Completed:Employed” and they discharge MDOC supervision, such cases are coded as “Unsuccessful”, not “Neutral”. For the Job Retention Log, such cases are coded as “Successful” or “Unsuccessful” according to the DC Instructions.
    - Death.
    - Unemployable (Job Placement services only) – offender is receiving SSDI/SSD Benefits and is not able to work.
    - Offender obtained Job Placement- (If a referral for Job Placement is generated and the offender secures his/her own employment **prior to enrollment** and the employment meets our definition of employed, the neutral status code shall be used).

## Job Retention Log

Once an individual has achieved an initial job placement and has been marked as “Completed Employed” on the DOSC field, go into the Job Retention Log tab and record that offender’s job placement information in the required fields. An entry shall be made for each offender marked as “Completed Employed” and shall remain there for the 12 month job retention tracking period or until the offender’s discharge from MDOC supervision. ICOTS transfers to another state that are still under MDOC jurisdiction, supervised by another state, but NOT DISCHARGED from our supervision still require employment checks. (See the below screenshot.) Each month, this information **on the initial entry** shall be updated to accurately reflect the job retention status for all offenders being tracked until successful discharge from MDOC’s supervision or 12 months from the initial job placement. (See example 4 below)

### Example 4

Tab 2 on Data Collection Spreadsheet												
Once an individual on the DCS is recorded as Completed-Employed, the following info is recorded on the Employment Log sheet.												
Every month thereafter, columns A, I - L are reviewed and updated if necessary.												
Individuals do not get deleted from the Employment Log sheet for the remainder of the year.												
Report Month	Offender Success Site	County	MDOC Number	Last Name	First Name	Enrollment Date	Initial Placement Date	Occupation Type	Self-Employed	Employment Hourly Wage	Job Retention Status	Final STATUS

Complete one line for each person being tracked for job retention as follows:

20. **Report Month:** This field shall be updated each month to reflect the current month.
21. **Offender Success Site, County, MDOC Number, Last Name, First Name, and Enrollment Date** remain the same as the entries on the Data Collection Spreadsheet. These do not need to be updated and should not be changed during the retention period.
22. **Initial Job Placement Date:** Enter the date that the participant began employment as the Initial Job Placement Date. This is the same date as the Discharge Date associated with the “Completed: Employed” status reported on the spreadsheet. This does not need to be updated and shall not be changed during the retention period. If a new retention period begins for a participant after a loss of employment over thirty days, the Initial Job Placement Date is the date that participant began employment for the new retention period.
23. **Occupation Type:** Select the type of employment from the dropdown menu. This should be updated anytime there is a change in Occupation Type during the retention period. (See Section III for the complete definition). **Do not paste in additional occupation types.**
24. **Self-Employment:** Select “Yes” or “No” from the dropdown menu. (See section III for the complete definition). This is subject to change during the retention period.
25. **Employment Hourly Wage:** Enter the initial hourly wage and update it monthly as needed. (This field is not required for self-employed.)
26. **Job Retention Status: Initial month entry** - enter “Employed” for each individual initially being added to the Job Retention Log tab, (this will be the first entry for all offenders who obtain employment).
27. **Job Retention Status: All remaining monthly updates to the initial entry** - for 12 months or until Discharge from MDOC’s supervision, enter the status as “employed” or “unemployed” in terms of meeting the Job Retention definition (See Section III for the complete definition). If an offender meets the definition of Unemployed for a period of 30 consecutive days their employment status shall be

entered as “unemployed” with that retention record being closed out for further entries and for failure to achieve the 12 month job retention period.\* **The Final Status column shall automatically populate with “unsuccessful”.** Offenders who are unemployed for less than 30 consecutive days shall be entered as “employed” as they still may achieve successful Job Retention. For offenders closed out as “unemployed” from their 12 month retention period and who begin a new job (meeting the same Job Placement definition) a new line is entered on the Employment Log and a new 12 month retention period begins. For offenders who incur death, enter “Neutral”, **The Final Status column will automatically populate with “neutral”.** \*If an offender leaves a job to participate in a full-time training program for a better employment opportunity causing a period of unemployment over 30 days, ORSS may allow the OSAA to continue counting that job retention on a case-by-case basis.

28. **Final Status Field: For final entries.** only for any of the following reasons; completing discharge from MDOC’s supervision, completion of 12 month retention, final status as unemployed (for 30 consecutive days) or death during retention period:

**Enter “Successful” for Successful Job Retention –manual entry required**

- 12-month job retention
- Employed at discharge from MDOC Supervision (if less than 12 months)

**Unsuccessful job Retention – automatically entered, see step #26 above**

- Unemployed for 30 consecutive days.

**Neutral – automatically required, see step #26 above**

- Death

### **Section III - Definitions**

#### Referrals

Field Agents are required to submit a CFJ-140 to the Offender Success Administrative Agencies for regions MDOC contracts for services or directly to designated MDOC staff for State Managed Regions. This document represents the authorization necessary for the Administrative Agency or service providers to provide one or any combination of service types allowable. All CFJ 140 referrals shall be recorded on the Data Collections spreadsheet. One referral may result in more than one Service Type being provided within a referred Service Category.

#### Enrollment Date

The enrollment date is the first date that a service occurred.

#### # of Times/Days/Hours Service Provided

- Times: Number of sessions, service units (e.g., bus pass, hygiene kit, clothing, group or individual sessions)
- Days: Number of housing days funded, including rental subsidies.
- Hours: Number of hours worked for Temporary Work Experience, On-the-job Training, Try-Out Employment.

#### Discharge and Open Status Codes – For All Referrals

- **Completed:** For all services, meaning the service is completed and you do not anticipate the offender to need any further assistance within that service. When different vendors are used, (e.g., offender moves to another vendor housing location within the same service *type*), this code is not used if the service is ongoing (the OPEN code shall be used.)
- **Completed - Employed:** Used for any of the Employment Readiness services, with the exception of

Work Supplies. This code indicates a successful placement in employment according to the definition below and indicates that job retention shall begin to be tracked on the Job Retention Log:

*Placement into full-time market-demand job, or two or more jobs, with wages not funded whole, or in part, with State and/or Federal government employment funds. Employment consists of at least 30hrs/week or 20 hours per week combined with Social Security Income. Contractor must verify hourly wage earnings, occupation and hours worked. For self-employment, Contractor must verify occupation, income and calculate hours worked.*

- **Unsuccessful:** Offender discharged from the Service for:
  - Left program or absconded for 30 consecutive days.
  - Returned to prison/Jail as a result of a new sentence or technical parole/SAI probation violation.
  - Terminated due to staff decision for program/service rule non-compliance.
  - Discharged from MDOC supervision and is unemployed – (Job Placement Services Only)
- **Neutral:** Offender discharged from the program for:
  - Mutual staff (MDOC and Service Agency) decision.
  - Failed to show for enrollment into program or service and was discharged, requires referring agent approval to discharge.
  - Non-Completion due to offender transfer.
  - Discharge from MDOC supervision. This is not to be used for Job Placement referrals, which are coded as unsuccessful. For the Job Retention log this is coded as successful.
  - Death while receiving services.
  - Unemployable (Job Placement services only) – offender is receiving SSDI/SSD Benefits and is not able to work.
  - Offender obtained Job Placement- If a referral for Job Placement is completed and the offender secures his/her own employment prior to the Administrative Agency/Vendor working with them and the employment meets definition of a “Job Placement” the neutral status code shall be used.
- **Open:** The offender has been referred into a service or program enrollment and the service is ongoing. For the last reported Job Placement Service Type, with the exception of Work Supplies, select this option for those not employed according to the Job Placement definition.

#### Discharge Date

Required to be completed for these entries within the *Discharge and Open Status Code (DOSC)* field:

- Completed
- Completed - Employed
- Unsuccessful
- Neutral

Do not enter a discharge date for “Open” entries in the DOSC field as the service is ongoing.

#### Occupation Types

Required to be completed for the entries that have a *Discharge and Open Status Code (DOSC)* entered as Completed – Employed. The Occupation Types is to determine the type of job the offender has obtained. The dropdown includes the following options to choose from:

- **Management, Business, Science, and Arts Occupations**

- Management Occupations
- Business and Financial Operations Occupations
- Computer and Mathematical Occupations
- Architecture and Engineering Occupations
- Life, Physical, and Social Science Occupations
- Community and Social Service Occupations
- Legal Occupations
- Education, Training, and Library Occupations
- Arts, Design, Entertainment, Sports, and Media Occupations
- Healthcare Practitioners and Technical Occupations
- **Service Occupations**
  - Healthcare Support Occupations
  - Protective Service Occupations
  - Food Preparation and Serving Related Occupations
  - Building and Grounds Cleaning and Maintenance Occupations
  - Personal Care and Service Occupations
- **Sales and Office Occupations**
  - Sales and Related Occupations
  - Office and Administrative Support Occupations
- **Natural Resources, Construction, and Maintenance Occupations**
  - Farming, Fishing, and Forestry Occupations
  - Construction and Extraction Occupations
  - Installation, Maintenance, and Repair Occupations
- **Production, Transportation, and Material Moving Occupations**
  - Production Occupations
  - Transportation and Material Moving Occupations
- **Military Specific Occupations**

The above Occupation Types were obtained from the U.S. Bureau of Labor Statistics, Standard Occupation Classification and Coding Structure 2010. A copy of the document can be obtained by clicking on the link below.  
[http://www.bls.gov/soc/soc\\_2010\\_class\\_and\\_coding\\_structure.pdf](http://www.bls.gov/soc/soc_2010_class_and_coding_structure.pdf)

### Self-Employed

Required to be completed after the offender has obtained employment and an Occupation Type has been selected for the type of employment obtained. This column is an indicator of whether the employment obtained is considered self-employment.

Self-Employment must be verified by completing the Self-Employment Verification Cover Sheet (a copy can be obtained from ORU) and the supporting documentation must be attached to the Self-Employment Verification Cover Sheet. The cover sheet includes the following formulas:

- Monthly net business sales (gross revenue minus expenses) divided by the State minimum wage equals Monthly Actual Hours.
- Monthly Actual Hours divided by number of weeks in the month, equals average Weekly Actual Hours.

Although appropriate documentation may consist of personal checks, business receipts, billing invoices, accounting records or tax records, tax records are the preferred method of documentation to verify self-employment. Self-reporting by an offender without additional verification is not considered sufficient documentation. Copies of an offender's documentation of gross business sales and expenses must be attached to the completed Self-Employment Verification Cover Sheet and this packet must be maintained in the offender's case file.

### Employment Hourly Wage

Required to be completed after the offender has obtained employment and the Employment Verification Template has been completed (a copy can be obtained from ORSS). This column is an indicator of the Hourly Rate of Pay the offender is receiving for the employment they have obtained.

### Employment Status – Job Retention

Following the initial employment placement, this field is required to be updated **each month** to track Job Retention status applying the below Job Retention definition at the time the job is being tracked and reported:

#### Job Retention:

*Employment (meeting the below Job Placement definition) must be for 12 months post-job placement or until discharge from MDOC's supervision, whichever occurs first. There must be no break in employment for 30 consecutive calendar days.\**

\*If an offender leaves a job to participate in a full-time training program for a better employment opportunity causing a period of unemployment over 30 days, ORSS may allow the OSAA to continue counting that job retention on a case-by-case basis.

#### Job Placement:

*Placement into full-time market-demand job, or two or more jobs, with wages not funded whole, or in part, with State and/or Federal government employment funds. Employment consists of at least 30hrs/week or 20 hours per week combined with Social Security Income. Contractor must verify hourly wage earnings, occupation and hours worked. For self-employment, Contractor must verify occupation, income and calculate hours worked.*

### **Section IV - The Offender success Job Placement Rate and Employment Rate Tracking Model:**

The Offender success Job Placement Rate and Employment Rate Tracking Models will track the two below metrics:

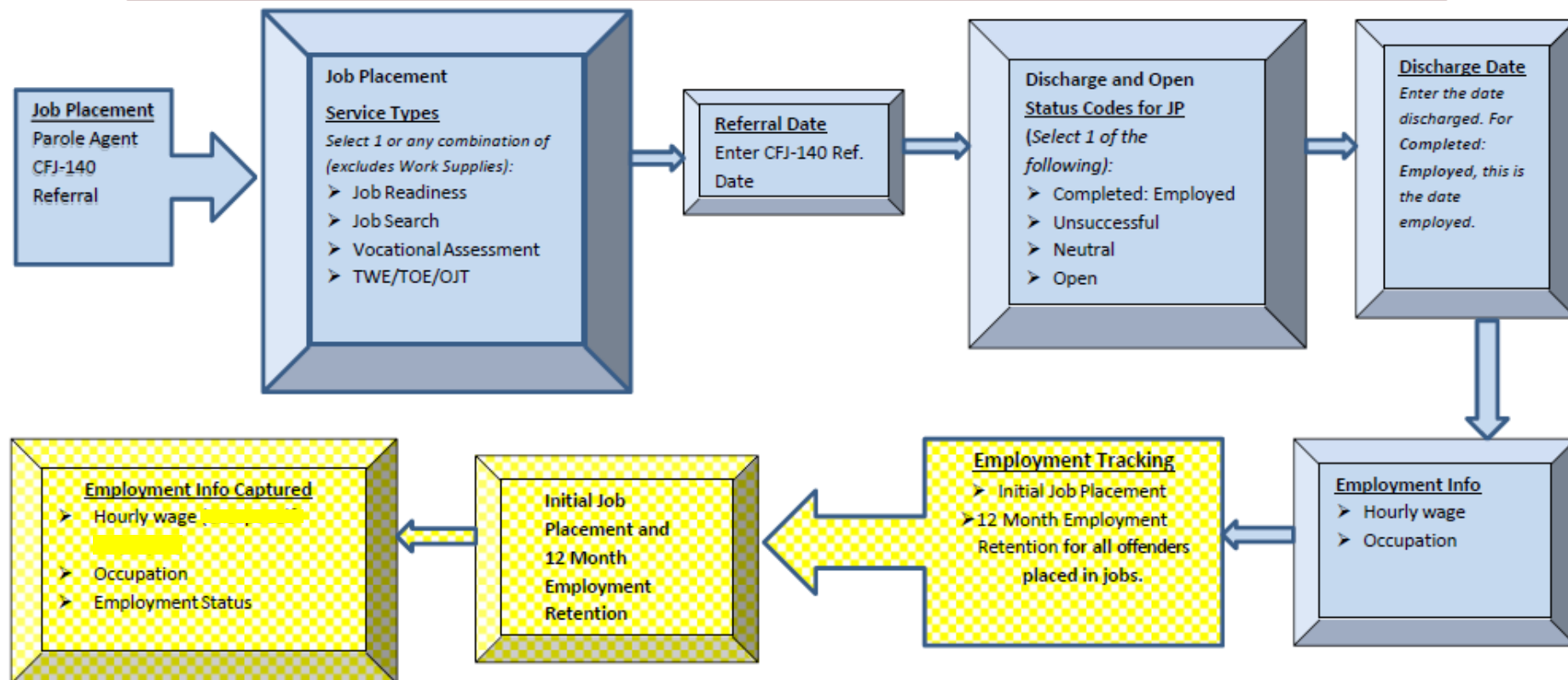
**Job Placement Rate:** Number of offenders enrolled to Job Placement services (except Work Supplies only) that obtained employment (meeting the Job Placement definition) expressed as a percentage of all enrollments. **Neutral discharges are excluded.** (Some neutral discharges will not have an enrollment date.)

**Job Retention Rate:** Number of offenders who obtained Job Placement, (meeting the Job Placement definition), that continue to be employed (meeting the Job Retention definition) at 12 months or when successfully discharged from MDOC supervision (whichever occurs first) expressed as a percentage of all Job Placement entries. Neutral discharges due to death are excluded.

The Michigan Department of Corrections' Offender Reentry Unit (MDOC-ORSS) will receive/review and work with data submitters to ensure data is accurate according to the instructions contained within this guide. Invalid entries will be returned for correction. Questions and requests for training can be accommodated by contacting your designated ORSS Community Liaison

The attached Offender Success Job Placement Rate and Job Retention Rate Tracking Model provides an overview of those data variables (tracked and reported) on the monthly data spreadsheets and are used in monitoring these rates for offenders participating in employment services. The model also provides methodology on how the rates are established and generally indicate the data used.

## Offender Success Job Placement and 12 Month Employment Retention Rates Tracking Model



### Initial Job Placement Rate and Reports

Tracks initial job placement rate for those enrolled into State-Funded Job Placement Services and obtained employment. Tracks for State Fiscal Year

$$\frac{\text{Total \# of (non-duplicate) Offender "Completed-Employed" Discharges}}{\text{Total \# of (non-duplicate) Offender Enrollments including carry-over Referrals from previous State Fiscal Year}} = \text{Initial Job Placement Rate (\%)}$$

Reports Available: Quarterly and Year to Date  
By: Statewide, Offender Success Region

### Current 12 Month Employment Retention Rate and Reports

Tracks the current 12 month job retention rate for those initially employed. Tracks for State Fiscal Year

$$\frac{\text{Total \# of (non-duplicate) Offenders "Employed" Status @ 12 months}}{\text{Total \# of (non-duplicate) Offenders Employed and not Employed that were initially placed into employment - post 12 months from initial job placement}} = \text{Current 12 Month Retention Rate (\%)}$$

Reports Available: Quarterly and Year to Date  
By: Statewide, Offender Success Region

- Percentage (%) of offenders who were initially employed (full-time unsubsidized job) and remain employed for a period of 12 consecutive months or until discharge from MDOC's Supervision, whichever occurs first. No break in employment for 30 consecutive calendar days.
- Employment may in another job other than their initial job

Revised and Effective - 10/1/2015

**Section V – Performance Feedback Report:**

At the end of each Contract Year (Apr.-Mar.) quarter, MDOC's Offender Reentry Services Section will release a Performance Feedback Report, typically within 30 days past the quarter. The feedback report, in EXCEL format will provide statistics for 7 metrics within 2 service categories for Residential Stability and Job Placement for all Offender Success Sites. The report will also contain State-wide figures. A template is also provided (below) which will be pre-populated with Statewide figures derived from the feedback report. Sites are to enter their Offender Success Site figures (contained within the feedback report) for comparison, adjust the quarterly period reported (example shows Quarter Ending June, 2017) and share this information at local Steering Team meetings and other venues.

Performance Feedback Report (Metrics, Definitions and Data)			Region Through June, 2017	Statewide through June, 2017
Residential Stability Services	New Enrollments	Tracked Quarterly and Year-to-Date. New referrals into housing during the period reported under. Each offender will only be counted once per quarter. Quarterly total reflects the total number of new enrollments during the quarter reported under.		
	Bed Days Utilized	Tracked Quarterly and Year-to-Date. Number of Bed Days reported as utilized during the reporting period.		
	Average Length of Stay at Discharge	Tracked Quarterly and Year-to-Date. Average Length of Stay (in days) in housing for participants upon discharge (including days carried-in from the previous fiscal year).		
Job Placement Services	New Enrollments	Tracked Quarterly and Year-to-Date. New enrollments in Job Placement services (not including Work Supplies) during the reporting period.		
	Job Placement Number	Tracked Quarterly and Year-to-Date. The number of Job placements during the period reported under.		
	Job Placement Rate	Tracked Quarterly and Year-to-Date. Number enrolled to Job Placement services that obtained employment during the reporting period. Rates expressed as a percentage of all Job Placement enrollments.		
	Average Hourly Wage	Average hourly wage earned at initial job placement.		

This report will be modified in the future to add a Job Retention Metric (JR-Rate) within Job Placement Services to show the percentage (%) of offenders who were initially employed (meeting the Job Placement definition+) and remain employed for a period of 12 consecutive months or until discharge from MDOC's supervision (no break in employment for 30 consecutive calendar days).

This data will be derived from monthly data collection reports submitted by all contractors with program rules written to format extracted data into a table format and presented on individual tabs within the EXCEL report. Right-clicking and selecting "unhide" on the "Feedback" tab at the bottom of the Excel Report will show a listing of 7 tables with each table covering a metric. Selecting any of these will open a table showing monthly totals and rates (e.g., job placements, enrollments, job placement rates, etc.) for all Offender Success Sites through the Quarterly Report's ending period.

Reviewing/Correcting the Report – Within 2 weeks of issuing the report, contractors shall submit any final corrections to their quarterly data to their Community Liaison.



## Data Collection Instruction Frequently Asked Questions

Addendum to the Offender Success Data Collection Spreadsheet Requirements and Instructions

### **Offender Success Contractor Feedback – Data Collection Instructions**

*This FAQ was developed to answer frequently asked questions and to assist local contractors to complete their monthly data collection. The FAQ is organized by topic for ease-of-use.*

*Please contact your Community Liaison with any questions or to update content. Example copies of the Employment Verification Forms and Self- Employment Verification Forms used to assist contractors in developing their own verification forms can be requested from your Community Liaison.*

### **Employment Tracking** **Length, Frequency and What PR Services are Tracked**

**1. Q: What are the tracking intervals for employment?**

*A: For FY2017, all sites will report employment data (Employment Status, Occupation, and Hourly Wage) monthly.*

**2. Q: What if an offender is discharged from MDOC Supervision during the 12-month follow up period? Do we still follow them?**

*A: No. The last entry is to update the Employment Status, Employment Hourly Wage fields. If employed, enter their Occupation and Hourly Wage and select “yes” in the Employment Status field. If not employed (meeting the definition of full-time employment) select “no” in the Employment Field.*

**3. Q: Are we only tracking people who have Job Placement services on their CFJ 140, or are we tracking everyone? For example, if someone is referred for transportation services only, do we have to do employment services with them as well?**

*A: You only need to track employment information if an offender is referred, via a CFJ-140 form, for Job Placement Services, unless the Job Placement Service was Work Supplies.*

**4. Q: Are we only tracking for offenders referred on or after October 1<sup>st</sup>, or will we be tracking carry-ins from previous program year?**

*A: For both Job Placement and Job Retention, continue to track carry-ins from the previous year regardless if that year is a State Fiscal Year or Contract Year (Apr.-March).*

**5. Q: Who completes the monthly/quarterly follow up- the contractors or the Administrative Agency? Job Retention is reported on monthly. The Offender Success Administrative Agency is responsible or for those employment contractors with whom they subcontract. The employment contractors with whom the MDOC contracts for State-managed OSSites are responsible.**

**6. Q: If an offender changes jobs in the middle of the retention period, do we start new retention? How would we log that on the spreadsheet, since there is only one line for employer information?**

*A: The 12 month retention period begins from the date of initial employment, no re-starting for any reason. During retention, if the new job does not meet the definition of full time employment they are coded as unemployed. For breaks in employment for 30 consecutive days within the 12 month retention period shall be coded as unemployed and the record is closed out for future reporting. If the same offender finds new employment after a loss of employment over 30 consecutive days, a new line is entered on the Job Retention Log and a new retention period begins. Please refer to the Job Retention Log Section, step #20.*

**7. Q: Are we carrying all customers on the spreadsheet for the full FY, or only the months they are active?**

*A: Only for the months they are actively receiving services except for Job Placement and Job Retention reporting.*

**8. Q: How will COVID-19 impact Job Retention Checks?**

*A: If an individual on the JRL loses their employment due to COVID-19, they will be allowed to remain on the JRL for the remainder of the retention period. Enter "Unemployed" in the "Job Retention Status" column of the JRL, but leave the "Final Status" column blank. In the "Comment" column, enter, "Loss of Employment due to COVID-19," and the end date of employment. If at the end of the retention period, they are still unemployed, code them as neutral. These neutral closures will not affect the KPM. This applies to these COVID-19 cases only.*

*If an individual on the JRL is laid off due to COVID-19 and if the OSAA confirmed that the person will be called back upon the opportunity to return to work, the person will remain listed as "Employed" in the "Job Retention Status" column. In the "Comment" column, enter, "Laid off due to COVID-19. Employer confirmed plan to return to work." The OSAA must verify this with the employer and document it on an Employment Verification Form. The OSAA must continue to check in with the employer each month in place of a monthly retention check and document this on an Employment Verification Log. These individuals will be allowed to remain on the JRL for the remainder of their job retention period. If the OSAA believes the person will be called back to work, but is unable to confirm this with the employer, the OSAA must contact their liaison and determine whether the person will continue to be listed as "Employed". If the person is still laid off due to COVID-19 at the end of the retention period, enter "Successful" in the "Final Status" column. If during a monthly retention check the employer advises the OSAA that due to operational changes the person will not be able to return to work, follow the instructions above for individuals who lose their employment due to COVID-19.*

### **Employment Verification**

**9. Q: Employer verification- in addition to paystubs, we would like to propose also using as verification the Workforce Investment Opportunity Act (WIOA) verification form that our employers are already familiar with or with Work Number.**

*A: Employment status shall be confirmed with the employer using the Employment Verification Template provided by ORSS (or any other form so long as it contains the required information). OSAA staff should make initial contact with the employer to establish communication that will facilitate job retention. Monthly contact with the employer should include the following topics:*

- *Whether the person is still employed and whether any information needs to be updated*
- *Any barriers that need to be addressed*
- *Any performance issues that should be commended or addressed*
- *Needed services that OSAA can provide*
- *Hiring needs of the employer*

*If employment cannot be confirmed with the employer, other verification such as paystubs, OMNI, agent information, the Work Number, or Employer Resource Networks may be used to document employment so long as the following information can be established:*

- *Documents hours per week worked (used to validate full-time employment)*
- *Documents Hourly Pay Rate (required to be reported in data collection spreadsheet)*
- *Documents Occupation (required to be reported in the data collection spreadsheet)*
- *Documents date/name of the employer or person verifying this information*

**10. For verifying employment, can we e-mail or call the employer to obtain information rather than have them**

**complete (sign/date) and send in a form.**

*A: Yes. So long as the information is documented on the form.*

**11. Q: What if the offender's hours are not consistent. 20 hours one week, 35 hours the next, etc.?**

*A: Averages may be used so long as the information is verified with the employer.*

### **Types of Jobs**

**12. Q: How do we track offenders who are working for cash?**

*A: Offenders working for cash may still be tracked and reported if their income is verified through their employer (e.g., Employment Verification Form).*

**13. Q: How do we track offenders who are self-employed or working for commission only?**

*A: For self-employment, self-reporting by the offender without additional verification is not sufficient documentation. Documentation may consist of personal checks, business receipts, billing invoices, accounting records, or tax records. Tax records are the preferred method of documentation. A cover form should be used to document how (hours worked, the following methodologies should be used (derived from the PATH Program in verifying hours worked for the self-employed).*

- ***Documents hours per week worked (used to validate full-time employment)***

*Total Revenue – Expenses = Net Business Sales*

*Net Business Sales/State Min. Wage = **Monthly Actual Hours.***

*Monthly Actual Hours/Number of weeks in month = **Weekly Actual Hours***

- ***Documents Hourly Wage Rate (required to be reported in data collection spreadsheet)***

*Not Reported. Hourly Wage Rate is not required to be reported to establish the employment as "Full-Time". This would require that the offender self-report the number of hours worked which could not be independently verified.*

- ***Document Occupation Type (required to be reported in the data collection spreadsheet)***

**14. Q: We would like to track 15-29 hours/week as part-time employment, as well, to show interim progress, is this allowable?**

*A: We only require that you report full-time employment. Offender Success Administrative Agencies and employer contractors may track additional data.*

**15. Q: There are situations where the offenders obtain cash-paying jobs with the approval of their agents, and the agents agree to an exit to employment. Given the new definition of "employment" and the requirement that the contractors verify employment with a paystub, how would these situations be handled?**

*A: Before the record is closed, cash-paying jobs are to be verified with the employer. Once verification is obtained, refer to data collection instructions, Section III – Definitions, Discharge and Open Status Codes (DOSCC). Jobs meeting the definition of full-time employment may be discharged as "employed". If these jobs do not meet the definition of full-time employment and the supervising agent requests to terminate Job Development services, contact your local ORSS Community Liaison.*

**16. Q: Can we use a combination of jobs to achieve 30 hours a week? For example, a customer has 2 part-time jobs of 20 hours a week.**

*A: Yes, so long as both jobs are verified with the employer. For tracking and reporting:*

- *Occupation* – Select the option where the offender is working most of the time.
- *Hourly Wage* – Report one wage. The following methodology may be used (using a 2 job example):

*Job #1 Hourly Wage x hours worked = J1- Income*

*Job #1 Hourly Wage x hours worked = J2-Income*

*Average Hourly Wage = J1 + J2/Total Hours worked*

### **General Data Entry Questions**

- 17. Q: Employment Hourly Wage, can this only record the wage at job placement and not also the wage for the 12 month follow-up entries.**

*A: No. The hourly wage is to be reported at job placement and for each successive tracking period.*

- 18. Q: Employment Status, can the drop down 2 options, continue to have “No” meaning employed and instead of “yes”, for those employed, just require the entry to be hourly wage? This would eliminate having to enter the Hourly Wage into a separate cell.**

*A: “Employment Status” will remain unchanged as this cell tracks employment status (employed/unemployed). “Hourly Wage” will remain unchanged as this cell tracks wage rates, from job placement through each successive tracking entry. These distinct cells are necessary to create accurate reports by ORSS as programming rules we write and software used, require we pull data from individual cells. Pulling wage data from a cell which contains wage (SS) and characters (no) would create programming problems comprising report accuracy.*

- 19. One referral may authorize more than one Employment Service Type. Do we have to report all service types “open” (on the monthly spreadsheet) until the offender is employed?**

*A: No. Please refer to the data collection instructions, Section III – Definitions, Discharge and Open Status Codes (DOSC). Services may be closed out as they are completed with exception of the final service. All but one of the Employment Service Types may be entered in the DOSC field as “Closed”. The last remaining Job Placement Service Type must be coded as “OPEN” if the offender is unemployed or “Closed- Employed” if they are employed.*

- 20. Q: Only participants who incurred a billable cost should be added to the DCS, correct? For example, if we receive a referral for a participant but he never shows up, I would not include him on the DCS since no costs were incurred?**

*A: All referrals, regardless of incurring a cost are to be entered on the data collection spreadsheet. As for discharging a referral who has failed to show, please refer to the data collection instructions, Section III – Definitions, Discharge and Open Status Codes (DOSC). Referred offenders who do not show up would be discharged, after consulting with the referring field agent, as “Neutral” as this definition covers “Offenders failing to show for enrollment into program or service” but requires referring agent’s approval prior to discharge so the field agent may take steps prior to discharge to ensure the offender participates.*

- 21. Q: The Discharge Codes state that a discharge due to an offender being returned to prison/jail for a new sentence or technical violation is unsuccessful. What about instances when an offender is in custody locally for 30 days but is expected to return to programming? Is there a general guideline for the length of time that a offender's referral can be held open while he/she is in custody or attending inpatient treatment?**

*A: Please refer to the data collection instructions, Section III – Definitions, Discharge and Open Status Codes (DOSC). The referral should remain open for 30 days with services resuming once released from treatment or local custody.*

- 22. Q: Discharge and Open Status Codes "For all service and Job Placement Work Supplies" use completed. Should bus passes be listed as 'completed' since the pass was given (service completed) or 'open' (meaning they will continue to receive bus passes)?**  
*A: Bus passes are entered under Social Support – Public Transportation not Job Placement - Work Supplies. Section III – Definitions, Discharge and Open Status Codes (DOSC), “completed” is entered if the service is no longer required and “open” if they will continue to receive bus passes.*
- 23. Q: How would we utilize the “neutral” category? My understanding is that it is for repeated no shows. Why would we not exit them if they are not participating?**  
*A: Please refer to the data collection instructions, Section III – Definitions, Discharge and Open Status Codes (DOSC). Repeated no shows may be exited as “neutral” but requires field agent approval to ensure all steps have been taken to get the offender to attend services. Please be sure to provide an explanation in the comment section.*

### **Other Miscellaneous Questions**

- 24. Q: At the State level in OMNI, will there be some consistency across the board with what the referral service types will be on the CFJ 140's?**  
*A: Updating OMNI Service Types is not planned at this time.*
- 25. Q: Are they only allowed to receive Work Supplies one time per enrollment?**  
*A: No. The Service Parameters do not restrict how many “times” an offender may receive items. (e.g., boots, gloves, clothes, tools).*
- 26. Q: If an offender was provided a vital document during a prior enrollment with OS services but has lost that document, can they receive that same service again?**  
*A: Yes, if the field agent authorizes the service through a CFJ-140 referral.*
- 27. Q: It also says an offender may receive one of the following TWE, TOE, and OJT, but it doesn't specify the time frame. Is it one per referral?**  
*A: According to the Service Parameters, each offender may only receive one (of any of these training options). Contractors, based on their assessment of the offender, should choose which option best fits both the offender's training needs, and to some extent, the employer's expectations for the job-matching.*
- 28. If a CFJ-140 is done for an offender, but the offender gains their own employment prior to engaging with OSAA, can s/he be counted (reported on the DCR) for a successful job placement and tracked on the job retention log?**  
*A: Offenders who obtain their own employment with the job meeting the job placement definition are to be discharged as Neutral; job retention tracking will not be done. Those who obtain employment which does not meet the job placement definition are to be coded as “Open” and continue working with them.*
- 29. If an agent sends a CFJ-140 for a service that is already open on the DCR, does the CFJ-140 date need to be updated on the DCR?**  
*A. No, if the service is still open and ongoing, the initial CFJ 140 does not need to be updated.*
- 30. How is data recorded for Rental Assistance payments?**  
*A. As defined above, the Enrollment date is the date that the offender started receiving the service. For Rental Assistance, this is the date that the OSAA started working on the Rental Assistance process with the offender. The # of Times/Days is the number of days of rent that are funded by the Rental Assistance*

*payment. The Discharge Date is the date that the OSAA made the payment to the landlord.*

# STATE OF MICHIGAN

Offender Success Administrative Agency Services

## EXHIBIT Q SERVICE LEVEL AGREEMENTS (SLAs)



<b>Effective Date:</b> 10/01/2020
<b>Metric: 1. Financial and Program Oversight</b>
<b>Definition and Purpose:</b>
The Contractor must serve as the Administrative Agency (AA) responsible for the administration of State Contract funds. The AA will provide financial and programmatic oversight of Offender Success (OS) funded services and activities in accordance with Exhibit A Statement of Work: Section 1.6 B.
<b>Data Source:</b>
Subcontract, Service Agreement and/or Memorandum of Understanding. Monthly Expenditure Report, Offender Success Data Collection Spreadsheet and General Ledger.
<b>Methodology:</b>
The State will review the submission of approved, signed, and executed subcontracts, service agreements and/or memorandum of understandings to ensure timeliness and compliance with contract requirements.
<b>Acceptable Standard:</b>
The Contractor must submit to ORU a signed and executed copy of each approved subcontract or agreement, which derives its funding from State Contract funding, within 14 calendar days after receipt of ORU's written/signed approval. This standard will not apply if the Contractor decides not to proceed with the subcontractor after gaining ORU's approval. If more than 14 days are needed, the contractor must gain ORU approval prior to the 14-day limit.
<b>Amount for Failing to Meet Service Level Agreement:</b>
A \$500 credit to the State will be assessed for each occurrence that fails to meet the Acceptable Standard. For any credit that is assessed, it will be deducted from a subsequent invoiced payment.
<b>Metric: 2. Financial</b>
<b>Definition and Purpose:</b>
The Contractor must provide Offender Success Data Collection Spreadsheet and Monthly Expenditure Report Forms of all OS funded services and activities to the State in accordance with Exhibit A: Statement of Work: 6.1.A and Exhibit J.
<b>Data Source:</b>
Monthly Expenditure Report, Offender Success Data Collection Spreadsheet and General Ledger.
<b>Methodology:</b>

The Offender Success Data Collection Spreadsheet shall be submitted timely and accurately by the 20th calendar day following the monthly reporting period. Accuracy will be reviewed monthly and corrections will be requested as needed. Verification of accuracy may include reviews of: offender files, subcontractor invoices, State databases, and other verifications of expenditures.

**Acceptable Standard:**

The Contractor must provide timely spreadsheets, reports and ledgers as required by the State. The Contractor must provide accurate spreadsheets, reports and ledgers as required by the State. Each month the State receives untimely spreadsheets, reports and/or ledgers will be considered an occurrence. Each month the State receives inaccurate spreadsheets, reports and/or ledgers will be considered an occurrence. Inaccurate is defined as any error which would impact accurate billing or a Key Performance Metric.

**Amount for Failing to Meet Service Level Agreement:**

A \$250 credit to the State will be assessed for each occurrence that fails to meet the Acceptable Standard for Data Collection Spreadsheets, Expenditure Reports and general ledgers with 10 or fewer errors contained within one or more of these documents. A \$500 credit will be assessed for Data Collection Spreadsheets, Expenditure Reports and general ledgers with 11 or more errors contained within one or more of these documents and/or untimely spreadsheets. For any credit that is assessed, it will be deducted from a subsequent invoiced payment.

**Metric 3. Financial and Program Oversight**

**Definition and Purpose**

To insure effective Offender Success operations of Offender Success funded activities and services, the Administrative Agency is expected to conduct periodic reviews of vendor service provision, documentation, and billing in accordance with Exhibit A: Statement of Work: 1.6 I.

**Data Source:**

Subcontractor Site Review Reports

**Methodology:**

At least once during each Contract year, the Contractor must conduct a formal on-site review of each subcontractor's operations and provide copies of the site review reports to the State as soon as practicable, but no later than 30 days following completion of the report. At a minimum, the review must include:

1. Compliance with subcontract financial requirements.
2. Compliance with subcontract programmatic requirements.
3. Compliance with subcontract performance measures and outcomes.
4. Compliance with correcting deficiencies cited in prior reviews.

The State reserves the right to attend any formal on-site reviews conducted by the Contractor.

**Acceptable Standard:**

Any subcontractor site visit not conducted and documented by the end of each Contract Year will be considered an occurrence. Any subcontractor site visit review reports that are not provided to the State later than 30 days following the completion of the report will be considered an occurrence.

**Amount for Failing to Meet Service Level Agreement**

A \$500 credit to the State will be assessed for each occurrence that fails to meet the Acceptable Standard. For any credit that is assessed, it will be deducted from a subsequent invoiced payment.

**Metric: 4. LEIN**

**Definition and Purpose:**

The contractor will provide the Law Enforcement Information Network (LEIN) Form to the Michigan Department of Corrections (MDOC) in accordance with contract standard 3.8.A.

**Data Source:**

AA Staff Roster.

**Methodology:**



The MDOC will review the submission of the LEIN Information Form to ensure timeliness and compliance with contract requirements.

**Acceptable Standard:**

Contractor staff that provide direct services to offenders (prisoner, parolee, probationer), handle or may have access to offender records, or provides supervisory services to staff performing these functions, must complete the Law Enforcement Information Network (LEIN) Form at the start of the contract and annually thereafter, as directed by the Michigan Department of Corrections.

**Amount for Failing to Meet Service Level Agreement:**

A \$500 credit to the State will be assessed for each occurrence that fails to meet the Acceptable Standard. For any credit that is assessed, it will be deducted from a subsequent invoiced payment.



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **3**

to

Contract Number **071B7700204**

<b>CONTRACTOR</b>	MACOMB/ST CLAIR WORKFORCE DEVELOPMENT BOARD	<b>STATE</b>	<b>Program Manager</b>	Chris Trudell	MDOC
	21885 Dunham Road , Suite 11			517-241-5674	
	Clinton Township, MI 48036		<b>Contract Administrator</b>	trudellc@Michigan.gov	
	John Bierbusse			Douglas Glaser	DTMB
	586-469-5220			517-898-3982	
	john@macomb-stclairworks.org			glaserd@michigan.gov	
	CV0032010				

CONTRACT SUMMARY				
OFFENDER SUCCESS ADMINISTRATIVE AGENCY SERVICES (REGION 10 - MACOMB/ST. CLAIR)				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
September 12, 2017	March 31, 2022	4 - 1 Year		March 31, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		March 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$7,844,753.29	\$0.00	\$7,844,753.29		

DESCRIPTION
Effective 2/10/2020, the following change are made to this Contract:
1. Standard Contract Terms, section 4., Contract Monitor is updated:
Contract Monitor. The Contract Monitor will work with the State and Contractor Program Managers if performance concerns are identified. The Contract Monitor will review, document, and assess Contractor performance to this agreement.
State: Contract Monitor
Tim Ball 206 E. Michigan Ave Lansing, MI 48929 (517) 290-3234 ballt2@michigan.gov

Nick Kissane  
206 E. Michigan Ave  
Lansing, MI 48929  
(517) 331-2338  
kissanen@michigan.gov

\*\*\*\*\*

2. Standard Contract Terms, section 42. Nondiscrimination is hereby revised:

42. Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09. Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

\*\*\*\*\*

3. Exhibit A, Statement of Work, section 3.8 Security, A. is hereby revised:

The Contractor will be subject to the following security procedures:

1. No active police warrants or pending charges on any staff assigned to this contract, including subcontractors
2. MDOC reserves the right to approve, decline, or remove Contractor and subcontractor staff from providing services on this Contract.
3. Contractor staff that provide direct services to offenders (prisoner, parolee, probationer), handle or may have access to offender records, or provides supervisory services to staff performing these functions, must complete the Law Enforcement Information Network (LEIN) Form at the start of the contract and annually thereafter, as directed by the Michigan Department of Corrections.
4. The completed LEIN Form must be sent to MDOC-PMCD-FOA-LEINS@michigan.gov and approved by MDOC prior to Contract staff working with MDOC offenders. A copy of the applicable Driver's License or State ID shall be submitted along with the LEIN Form. There is no cost associated with the LEIN. The LEIN form will be provided to the Contractor.
5. Contractor must perform background checks on subcontractor staff prior to their assignment. Documentation must be provided upon request to the State of Michigan. Contractor is responsible for all costs associated with the processing the background checks. The State, in its sole discretion, may also perform background checks. The background check must include the Michigan State Police Internal Criminal History Access Tool (ICHAT), or the municipal/federal equivalent. The Contractor must maintain a copy of the background check(s) for auditing purposes.
6. Contractor staff may be required to complete and submit an RI-8 Fingerprint Card for Finger Print Checks to the MDOC
7. The Contractor and subcontractor must verify and document whether a staff member assigned to the Contract is related to or acquainted with an offender receiving services under this Contract. For staff who are related to or acquainted with an offender, the Contractor's staff member must complete the Offender Contact Exception Request (CAJ-202) and submit it to the MDOC Program Manager or designee. The Contractor must ensure its staff complete the form and notify the MDOC Program Manager of any changes throughout the contract term. The Contractor must maintain a copy of the form in the employee's personnel file for auditing purposes.

\*\*\*\*\*

4. Exhibit A, Statement of Work, section 3.9 Staff Transition is revised:

Prior to transferring a staff member whose primary work location is an FOA field office or CFA facility, the Contractor's Program Manager shall consult with the CFA or FOA Co-Chair.

\*\*\*\*\*

5. Exhibit N - Offender Success Service Parameters is hereby revised. Please see attached Exhibit N - Offender Success Service Parameters.

\*\*\*\*\*

6. Exhibit R - Offender Success Financial Guide is hereby revised. Please see attached Exhibit R - Offender Success Financial Guide.

\*\*\*\*\*

Please note the Contract Administrator has been changed to Doug Glaser, 517-898-3982, [glaserd@michigan.gov](mailto:glaserd@michigan.gov)

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

## **Exhibit N**

### **MICHIGAN DEPARTMENT OF CORRECTIONS, OFFENDER SUCCESS SERVICE PARAMETERS UPDATE EFFECTIVE March 1, 2020**

This document represents an update to the revised Service Parameters (SP) that went into effect on October 1, 2012.

#### **FORMATTING:**

This document is set up to provide the universal requirements for the service category identified as an introduction to the service types. Bulleted items are identified under each category that will provide the site with information regarding what the documentation MDOC will be asking for during site reviews.

#### **EXEMPTIONS:**

There will be a need for Administrative Agency's (AA's) to submit exemptions to these parameters allowing for new services and emerging best practices to be used in promoting outcomes for Employment and Job Retention. A process is in place that allows AA's to request the addition of a service type that currently is not listed on the SP document but has been identified as a need by a local Steering Team. This is to be processed as a Budget Adjustment Request (BAR) because the site is asking for an amendment (and addition of a line item) to the approved budget and will be moving money between line items and/or categories. Please refer to Exhibit R – Offender Success Financial Guide for more information.

#### **VERIFICATION OF REFERRAL AND SERVICE PROVIDED:**

All direct services provided for an offender require the submission of a CFJ-140 (Offender Referral Form). Services performed in support of service category work do not require the submission of a CFJ-140. However, for all categories that do not require a CFJ-140 to support work performed, the site is expected to have some form of documentation to support the hours worked and what was completed during the recorded hours.

#### **Funding Authorization:**

Each category identifies what programs and services are authorized for payment. Funding is **NOT** authorized for the following type of activity (list is not exclusive) and questions regarding expenses should be directed to ORU prior to expenditure:

- Services provided that are not specifically spelled out in a contract, agreement or amendment thereof.
- Services provided that are not associated with an agent submitted referral.
- Food and/or entertainment of agency or vendor (potential or current).
- Travel not in compliance with the State Standardized Travel Regulations and allowable state rates.
- For group activities, expenses for offenders without a specific referral in the service category that is applicable (i.e. mentoring).

#### **REQUIRED DOCUMENTATION to Support Reported Data and Costs:**

The below listing, not all inclusive, contains documentation which may be requested to verify monthly invoicing as well as requested at the time of program or financial site reviews. Confirmation of referrals for the service.

- Documentation to support negotiation of rates.
- Accurate monthly expense reports submitted on the correct MDOC form.
- A detailed monthly and state fiscal year-to-date detailed general ledger report that identifies offender reentry revenues and expenses.
- Timekeeping records to verify staff invoiced hours. Agency review of sub-contractor performance.

## Exhibit N

### MICHIGAN DEPARTMENT OF CORRECTIONS, OFFENDER SUCCESS SERVICE PARAMETERS UPDATE EFFECTIVE March 1, 2020

#### RESIDENTIAL STABILITY

Services authorized:

24/7 Structured Housing	<p>Includes room and board for housing that provides an alcohol and drug-free living environment to offenders. Must include the following:</p> <ul style="list-style-type: none"><li>○ Security of the facility shall be maintained at all times.</li><li>○ Agencies must conduct and document regular rounds. Copies should be made available upon request.</li><li>○ Agencies must conduct and document regular counts to include head counts, visual inspections, and physical presence (verify exposed skin and a visual check for a physical indication of life).</li><li>○ Agency staff shall monitor residents, visitors, and staff movement into and out of the facility. Parole staff shall be consulted prior to the allowance of visitors to ensure compliance of parole conditions.</li><li>○ Agencies that house both male and female parolees, must house these populations in secure and segregated areas</li><li>○ Residents shall be provided 3 meals a day, seven days a week, meeting nutritional requirements established as U.S. Required Daily Averages.</li><li>○ Agencies shall monitor housing placements to ensure health and safety regulations are maintained.</li><li>○ Agencies shall assure standards for quality housing consistent with local community standards.</li><li>○ Agencies must conduct, at a minimum for each housing location, 90-day inspections. If suspected illegal contraband such as weapons, drugs, drug paraphernalia is observed, do not confiscate or handle, first leave and immediately contact local law enforcement to take over for possible new criminal charges and second, contact the supervising field agent on any further direction.</li><li>○ Agencies shall comply with bed bug treatment procedures issued by the Michigan Department of Health and Human Services Manual for Prevention and Control of Bed Bugs (Shelters and Transitional Living). Agencies shall make all Pest Treatment and Prevention reports, invoices, and/or contracts available upon request.</li><li>○ Agencies shall maintain and/or develop a roster of permanent housing resources and partnerships.</li><li>○ Agencies shall maintain monthly housing case plans for each PR resident.</li><li>○ Agencies shall work with participants to transition into permanent housing.</li><li>○ Agencies shall immediately notify the supervising agent if residents fail to return to the facility, are being removed from the facility, or are non-compliant with parole conditions and/or facility rules.</li><li>○ Agencies shall comply with the Americans with Disabilities Act (ADA) and Fair Housing Act and shall notify the designated Michigan Department of Corrections Program Manager within 24 hours for reasonable accommodation requests necessary for disabled offenders to use housing.</li><li>○ Agencies shall have procedures in place to secure and dispense all medications for parolees.</li><li>○ Staff performing monitoring activities such as bathroom, room checks and body searches must be same sex as offenders housed. (males with males and females with females)</li></ul>
Base Housing/Rents	<p>Includes all <b>landlord tenant agreements</b>, <b>hotel/motel</b> options and <b>congregate housing</b> type services for a daily/weekly/monthly rate.</p>

## Exhibit N

### MICHIGAN DEPARTMENT OF CORRECTIONS, OFFENDER SUCCESS SERVICE PARAMETERS UPDATE EFFECTIVE March 1, 2020

	<p>Rates/Rents shall include utility costs and a working refrigerator and stove (Not required in hotel/motel arrangements).</p> <p>Agencies must conduct, at a minimum for each housing location, 90-day inspections. If suspected illegal contraband such as weapons, drugs, drug paraphernalia is observed, do not confiscate or handle, first leave and immediately contact local law enforcement to take over for possible new criminal charges and second, contact the supervising field agent on any further direction.</p> <p>Agencies shall comply with the Americans with Disabilities Act (ADA) and Fair Housing Act and shall notify the designated Michigan Department of Corrections Program Manager within 24 hours for reasonable accommodation requests necessary for disabled offenders to use housing.</p> <p>If monitoring services are provided within the housing site, monitoring staff must be same sex as offenders housed, (male monitoring staff for male offenders and female monitoring staff for female offenders).</p> <p>Rates/ Rents may include first/last month's rent and rental subsidy costs.</p>
Housing Supplies	<p>Basic supplies needed to support daily living, basic cookware and utensils, cleaning items, and linens.</p> <p>Costs to clean units/rooms at tenant turn-over may be covered under this service</p>
Resource Specialist	<p>Providing case coordination activities necessary in providing services and promoting good housing outcomes. These services should include assessing needs and providing supportive services, collaborating with others to address situational barriers, and using other community agencies for additional necessary services. May include housing recruitment, monitoring housing provider locations and services and working with housing providers to address offender situational needs.</p>

#### **JOB PLACEMENT:**

Services authorized:

Vocational Assessment	<p>An assessment of academic and vocational skills that assist to ensure the likelihood of success in choosing what level of need exists and choosing an appropriate occupation. Information contained within Workforce Development (WFD) packets are to be used to only prescribe those services necessary to place offenders into employment.</p>
-----------------------	---

## Exhibit N

### MICHIGAN DEPARTMENT OF CORRECTIONS, OFFENDER SUCCESS SERVICE PARAMETERS UPDATE EFFECTIVE March 1, 2020

Job Readiness	<p>Based upon the assessment of the offender's needs, all services shall be provided to meet the identified need(s). These services may include developing a résumé, developing a cover letter, and soft skill enhancement (i.e. proper dress and hygiene).</p> <p>Funding of soft skill enhancement will only occur if the identified service includes the expected outcome of job placement.</p>
Job Search	<p>Job Search would include allowable activities not otherwise associated with Vocational Assessment and Job Readiness.</p> <p>Job Search activities may include guided job search, instruction and guidance on appropriate and realistic job choices, job search methods, and informational sources regarding available jobs, job application construction, and the application process with the expected outcome of job placement.</p>
Temporary Work Experience	<p>For those offenders who lack a recent work history, references, or job skills, a temporary work experience or transitional employment in the public or private sector shall be utilized to develop a work history. Training time shall be measured in hours for this type of service. An evaluation is expected to be completed by the employer over the course of the work experience period to assess any increase in skill and experience development.</p>
Try-Out Employment	<p>Subsidized try-out employment is with an employer offering a position with the intent of job retention. A portion of the offender's wages shall be paid by the Offender Success program at a negotiated hourly rate with offender success funding not to exceed ½ of the state's minimum wage rate and not to exceed a duration longer than 480 hours. The employment opportunity must be in an area of skill building, aligning with permanent employment opportunities in the community. An evaluation is expected to be completed by the employer over the course of the work experience period to assess any increase in skill and experience development.</p>
On-The-Job Training	<p>On-the-job training is an activity that reimburses the employer for the costs of skill development and training a new employee for a specific job. The expectation of on-the-job training is that the employer will retain the offender as a full-time employee after completion of the training agreement. An evaluation is expected to be completed by the employer over the course of the work experience period to assess any increase in skill and experience development.</p>
Work Supplies	<p>Work Supplies may include justifiable interview and work clothing including boots, work tools or other special training and job work related required items. Books and testing fees associated with obtaining licensure or Certified Driver's License if required for job placement.</p> <p>Costs for these items are not to exceed \$400.00 per offender with an authorized supplies/tools list to only be obtained from the employer. Items shall be procured in the most cost-efficient means available (e.g., discounts, comparison shopping, employer provides, Goodwill and other thrift shops). Items which are not required to start</p>



## Exhibit N

### MICHIGAN DEPARTMENT OF CORRECTIONS, OFFENDER SUCCESS SERVICE PARAMETERS UPDATE EFFECTIVE March 1, 2020

	employment are not authorized. Final cost amounts that exceed the above amount may be forwarded to the appropriate Offender Reentry Services Section -Community Liaison for consideration on a case-by-case basis.
Job Development Specialist t	Job Development shall include employer outreach and recruitment efforts, incentive information dissemination, post-placement follow-up with employers or parolees for purposes of employee support, job retention, troubleshooting, and/or intervention with employed parolees. Job Retention activities must include verifying in writing with either the employer or the supervising parole agent that the parolee has maintained employment, the average hours of work per week and wage rate. Also, must include working with prison staff (e.g., Employment Counselors, Reentry Facility Coordinators) to facilitate employment workshops, orientations, job fairs, in connecting employers with offenders prior to their release into the community.

**An offender may receive one service, a combination of services, or all the services for: Job Readiness, Vocational Assessment, Job Search or Work Supplies. An offender may only receive one of the following: Temporary Work Experience, Try-out Employment or On-the-Job Training.**

#### **SOCIAL SUPPORT:**

Authorized Services:

Clothing Assistance	Clothing Assistance is defined as non-employment related clothing. The preferred method of purchase is utilization of a voucher.
Hygiene/Food Assistance	Care packages that contain basic items for personal grooming (soap, shampoo, toothbrush, toothpaste, lotion, comb, deodorant, razor, shaving cream, haircut vouchers) or basic food items to assist parolees with their transition from prison-to-community.
Identification	Essential documents such as valid Michigan State identification card, driver's license and reinstatement fees, road testing fees, testing facility vehicle rental fee if offender does not have a vehicle birth records, marriage license, divorce papers and ICE-Employment Authorization Cards needed to provide identification for as required for employment, housing and benefit processing.  Enhanced driver's license and enhanced state ID cards <b><u>are not</u></b> allowable expenses.

## Exhibit N

### MICHIGAN DEPARTMENT OF CORRECTIONS, OFFENDER SUCCESS SERVICE PARAMETERS UPDATE EFFECTIVE March 1, 2020

	<p>ICE-Employment Authorization Cards will be reimbursable only with authorization of the FOA Co-Chair or designated FOA staff member.</p> <p>Funds shall cover Michigan Secretary of State - Standard Reinstatement Fee only. Court fines/fees <b><u>are not</u></b> an allowable expense.</p>
Law Enforcement	<p>Costs associated shall only include supervision and monitoring activities such as Night Hawk and local transition meetings and orientation events for participants and law enforcement personnel.</p> <p>Note: Funding is not to be utilized to provide food at these events.</p>
Mentoring	<p>Mentoring includes:</p> <ul style="list-style-type: none"> <li>• Mentee recruitment and outreach and retention</li> <li>• One-time mentor/mentee training and orientation.</li> </ul> <p>Mentor shall include one or more of the following:</p> <ul style="list-style-type: none"> <li>• Life coaching</li> <li>• Improving social skills and accepting authority</li> <li>• Group and individual activities targeted at creating intentional relationships and impacting intrinsic motivation.</li> </ul> <p>Funding for group activities involving non-reentry participants will only be reimbursed based upon the percentage of those offenders referred for mentoring activities as verified by a CFJ 140.</p>
Pro-Social Activities	<p>Pro-Social Activities may include graduation ceremonies (lunch and/or certificate), designed to reward good behavior, progress and recognize achievement.</p>
Public Transportation	<p>Transportation services provided by local transit authorities and available to the general public. Allowable costs include bus passes, bus tokens, vouchers and co-pays to access Government subsidized/public transit systems.</p>
Private Transportation	<p>Private Transportation may only be used as the option of last-resort.</p> <p>Allowable costs may include fuel cards, bicycles and transport services negotiated at favorable per trip or per mile rates.</p> <p>Authorized private transportation services may be provided to meet offender conditions of parole.</p>

## Exhibit N

### MICHIGAN DEPARTMENT OF CORRECTIONS, OFFENDER SUCCESS SERVICE PARAMETERS UPDATE EFFECTIVE March 1, 2020

Resource Specialist	Providing case coordination activities necessary in providing these services. These services should include assessing needs and providing supportive services, collaborating with others to address situational barriers, and using other community agencies for additional necessary services.

#### **Health and Behavioral Health:**

##### Authorized Services:

Cognitive Behavioral Groups	<p>All of the below must be tied to address COMPAS assessment results of the offender and be gender-responsive.</p> <ul style="list-style-type: none"> <li>• Structured Approach (written curriculum).</li> <li>• Group and Individual Services must be gender-specific, with group services not allowing for co-mingling for female and male enrollees.</li> <li>• Documentation regarding what offenders are supposed to learn and what is supposed to change.</li> <li>• Success tracking to demonstrated proficiency.</li> <li>• Identify theoretical basis for identified activities which should involve one or more of the following: <ul style="list-style-type: none"> <li>○ Cognitive Restructuring</li> <li>○ Problem Solving</li> <li>○ Social Skills Development</li> <li>○ Moral Development</li> </ul> </li> </ul>
Batterer Intervention Services	Includes both domestic violence risk assessment/intake and batterer prevention/intervention programming. Both types of services must adhere to Batterer Intervention Standards for the State of Michigan created by the 1998 Governor's Task Force on Batterer Intervention Standards. ( <a href="#">1998 Batterer Intervention Standards</a> ). Group and Individual Services must be gender-specific, with group services not allowing for co-mingling for female and male enrollees.
Assessment	<p>Assessment of mental health need must be made by a "Mental Health Professional" as defined by the Mental Health Code (MCL 330.1100b).</p> <p>Assessment is defined as a mental health assessment/intake to address mental health treatment and needs.</p>
Group Counseling	Group Counseling is the preferred method of treatment and includes group psycho-therapeutic treatment, integrated dual-disordered treatment when mental illness is the primary diagnosis, or trauma recovery treatment. Group and Individual Services must be gender-specific, with group services not allowing for co-mingling for female and male enrollees.

## Exhibit N

### MICHIGAN DEPARTMENT OF CORRECTIONS, OFFENDER SUCCESS SERVICE PARAMETERS UPDATE EFFECTIVE March 1, 2020

Individual Counseling	<p>If a Mental Health Professional makes the determination that group therapy is not appropriate or is not available in the community for the offender, Individual Counseling is allowable.</p> <p>This type of counseling is to be brief solution-focused outpatient counseling, regular psychotherapeutic treatment, or integrated dual-disordered treatment when mental illness is the primary diagnosis.</p>
Family Counseling	<p>Family Counseling and Support Services require an assessment of need. Those providing services are expected to provide counseling that is cognitive-based.</p> <p>All short-term family counseling services must:</p> <ul style="list-style-type: none"> <li>• be specific to the unique needs of the client;</li> <li>• accommodate new admissions at any time;</li> <li>• be facilitated by qualified and trained staff.</li> <li>•</li> </ul>
Psychiatric Evaluation	<p>This service may be used to determine the appropriate level of mental health care, pharmaceutical treatment or to establish a diagnosis.</p> <p>This service may include initial drug testing for medication monitoring.</p>
Prescription Psychotropic Medication	<p>Medications prescribed to treat mental health diagnosis.</p> <p>This is allowable only as a stop gap measure for continuum of mental health care.</p> <p>Medication will be provided to maintain the offender's level of health in addressing a pre-existing mental health condition.</p>
Medication Review	<p>Review of prescription history to assess medication needs and to create an action plan that will assure continuity of prescription medical care.</p> <p>Allowable costs may include laboratory testing to assess medication levels.</p>
Prescription Medication Health Care	<p>This is allowable only as a stop gap measure for continuum of medical care.</p> <p>Medication will be provided to maintain the offender's level of health in addressing a pre-existing medical condition.</p>

## Exhibit N

### MICHIGAN DEPARTMENT OF CORRECTIONS, OFFENDER SUCCESS SERVICE PARAMETERS UPDATE EFFECTIVE March 1, 2020

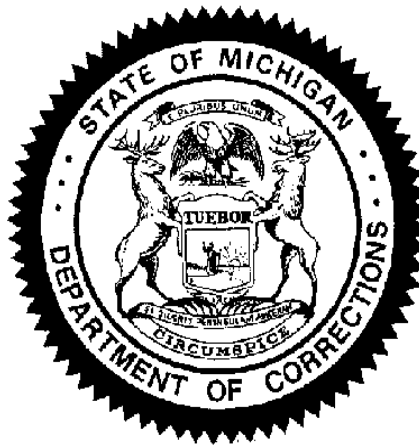
Resource Specialist	Providing case coordination activities necessary in providing these services. These services should include assessing needs and coordinating supportive services, collaborating with others to address situational barriers, and using other community agencies for additional necessary services.
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#### **Operations Support:**

Community Coordinator	Reimbursable costs may include salary, fringe benefits, supplies, materials, facilities.
Travel Community Coordinator	Travel costs associated with the Community Coordinator's regular job duties.
Outreach & Education	Continual outreach, education and advocacy in working within local communities. Outreach and education activities must be approved by the Offender Reentry Unit. Written verification of the program attended which may include any of the following: presentation materials, agendas, and promotional documents.
In-Reach	Services including vendor or staff coordination, facilitation, and/or participation during In-Reach sessions or orientations for participants pre-release, either in person, via teleconference, or telephone.
Training & Professional Development	Training & Professional Development activities must be Reentry specific and pre-approval from the Offender Reentry Unit. These trainings and activities must follow the State of Michigan Travel Regulations.
General Administration (Up to 20% of total budget)	<p>Reimbursement to include overhead costs: accounting, payroll, audit, legal, insurance, contracting, monitoring, staff recruitment, board support, and administrative supervision. Administrative costs should be direct-billed whenever possible. Reimbursement for MIS (Management Information Systems) includes only those costs associated with maintaining MDOC data reporting requirements.</p> <p>Otherwise-allowable Indirect Administrative costs that cannot be identified with a specific program may be apportioned to multiple programs, including Offender Success, utilizing one or more bases that distribute the cost(s) across all programs in reasonable proportion to the benefits received. An agency that charges allocated costs to this program must provide a copy of its cost allocation plan to the MDOC Finance Division.</p> <p>See Financial Guide for further information.</p>

# **OFFENDER SUCCESS FINANCIAL GUIDE**

**February 2020  
(Fiscal Year 2020)**



**MDOC BUREAU OF OPERATIONS ADMINISTRATION  
PROCUREMENT, MONITORING AND COMPLIANCE  
DIVISION**

# OFFENDER SUCCESS PROGRAM FINANCIAL GUIDE

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# OFFENDER SUCCESS PROGRAM FINANCIAL GUIDE

## I. INTRODUCTION

This guide is intended as an aid in complying with financial accountability requirements that apply to administrative agencies and subcontractors under this program. Governing authorities for procedures outlined in this guide are the administrative agency contract, the Offender Success Service Parameters, and applicable State of Michigan financial and administrative regulations.

## II. ADVANCES

The Offender Success contract allows a contractor to request an annual cash advance equal to one-twelfth (1/12) of the total budget for that year. This advance is must be used for continuation of services during the startup period at the beginning of the fiscal year when delays in reimbursement from the STATE are common due to the fiscal year end reconciliation process. This advance must be requested within the first 30 days of the contract year. In exceptional circumstances, a second cash advance may be approved by MDOC upon receipt of sufficient justification. Requests for advances must be accompanied by a brief explanation of the necessity; additional support for the second cash advance may be required by MDOC. Requests for cash advances must be directed to MDOC Procurement Monitoring and Compliance Division (PMCD) designated contact (usually the Financial Specialist).

Cash advances must be reconciled against the last expenditure report for the fiscal year (see Year-end Closeout Procedures in section VIII).

## III. REIMBURSEMENT

Except for the cash advances, the contract specifies that administrative agencies are reimbursed "for only those services which were incurred, or otherwise charged, under the month currently billed for." Accrued expenses will not be reimbursed.

### Allowable Costs

Allowed expenses are specified by the Service Parameters (SP) and limited by an agency's approved budget. A cost for a service or activity that is not specified in the Service Parameters is not allowable until an exemption to the SP is approved. The Contractor must contact the Offender Success Unit prior to incurring a questionable cost.

Only properly referred offenders are eligible for services. The supporting documentation for a proper referral for services is the MDOC CFJ-140 form. Please be aware that the only version of the CFJ-140 accepted will be with a revision date of 2/10. For in-reach, the CFJ-140 is generated by staff at the in-reach facility; for all other services, a CFJ-140 is generated by the MDOC Field Agent. Reimbursement may be denied for expenses that are not supported by a CFJ-140 referral form. The referral form does not have to be submitted with the claim for reimbursement but must be available for review upon request from MDOC. While a CFJ-140 is required for offender services and in-reach, work done in support of offender services, such as efforts to secure a pool of potential employers or landlords, does not require an associated CFJ-140. An example of the approved form can be found on page 13.

Administrative overhead costs may be allowed only if billed in compliance with a previously submitted and approved cost allocation plan to ensure equitable allocation of costs to the Offender Success program. For purposes of budgeting and accounting, two general types of administrative costs are allowable:



# OFFENDER SUCCESS PROGRAM FINANCIAL GUIDE

Indirect Costs: Administrative expenses incurred by the Offender Success Administrative Agency as an operating expense and are allocable, meaning the cost can be attributed beyond that of providing services identified within MDOC's OSAA contract but the cost is necessary to operating a business. These costs cannot be identified with a specific program but require they be allocated to multiple programs. Some examples include processing payroll, rent, utilities, accounting, audits, contracting, monitoring, staff recruitment, Board support, management information systems, administrative supervision. Indirect Costs should be direct billed whenever possible (charged directly to the program they support and not added in with other costs to be allocated across multiple programs). These costs shall be budgeted and expensed within the General Administration line.

Direct Costs: Administrative expenses for direct costs to the program. Direct Costs are allowable to support Resource Specialists providing services. Examples include (rental of space specifically for Resource Specialist staff to use for the program, phone and/or cell phone for that employee, travel, equipment such as printer and laptops). These costs can be budgeted and expensed within the Resource Specialist lines as part of the cost to provide services. If any cost, including office space is for a shared space, that is an indirect cost to the program and would then be charged to the General Administration line.

If other expenses are incurred for Indirect or Direct Costs that are not listed, please contact the MDOC Financial Specialist for clarification and approval

The following costs are **not** allowed:

- Costs not identified in the Service Parameters, unless an exemption request has been approved by MDOC to provide for that service.
- Expenses incurred in the prior fiscal year.
- Expenses that constitute pre-payment of expenses for the coming fiscal year.
- Expenses that are inadequately documented.
- Expenses for out-of-state travel (see **Travel**, below).
- Costs incurred under a subcontract more than 14 calendar days prior to submitting the subcontract to ORU for approval or incurred under a subcontract subsequent to disapproval by MDOC.
- Costs billed retroactively under a new subcontract.
- Costs billed under a subcontract which are not explicitly authorized by that subcontract.

## **Financial Management System**

The contract states that an administrative agency must maintain a financial management system that "fully and accurately accounts for the use of funds." Among other things, the system must maintain a separate special revenue fund and source documentation to support disbursements and expenditure of funds and provide a fiscal year accounting verifying the same. The contract provides that expenditures that are not approved by the state may be considered void and not reimbursable.

Monthly expenditure reports must be accompanied by financial documentation to provided assurance that funds are being expended consistent with approved budgets, the Services Parameters, and state accounting requirements.

## **Monthly Expense Reports**

## OFFENDER SUCCESS PROGRAM FINANCIAL GUIDE

Under the contract, requests for expense reimbursement must be submitted using an MDOC-provided expenditure report (see attached sample) that has been approved by an administrative agency designee. The contract also requires expense reports to be submitted by the 20<sup>th</sup> of each month (late expenses may be denied).

Expense documentation must balance with the general ledger, which must balance with the expense report. Current-month and year-to-date figures must add up correctly.

Remember to account for one month's deductions or denied expenses in the subsequent month's year-to-date balances. Also, any other late posted transactions for the prior month.

Do not submit expenses that exceed amounts identified in the approved budget plan. Inaccurate or unallowable expense reports will be returned for correction prior to processing.

Preferably, reports should be emailed, but may be mailed if too large (see below). Additionally, the data submission to justify the monthly expenses is also due by the 20th of each month. This documentation must be emailed at the same time as the monthly expense reports to [MPRIstatements@michigan.gov](mailto:MPRIstatements@michigan.gov).

At a minimum, the following must be included in each month's invoicing:

- An accurate expense report on the correct form provided by the State (**See Exhibit O – Monthly Expenditure Report**)
- A detailed monthly and a state fiscal year-to-date general ledger report that identifies revenues and expenses.

Additional information may be required at the discretion of the MDOC, and may include, but not be limited to, any of the following:

- Copies of offender sign-in sheets utilized to track service delivery and cost.
- Copies of logs to document distribution of bus tokens and similar items.
- Copies of invoices from subcontractors.
- Mileage logs
- Copies of invoicing documentation to support general ledger and Data Collection Spreadsheet (DCS) entries
- For agencies whose general ledgers do not reflect the service categories as listed on the expense report, a spreadsheet will be required that ties the general ledger to the service categories identified in the monthly expense report.

Additional information may be required at the discretion of the MDOC, and may include, but not be limited to, any of the following:

- Copies of tracking sheets utilized to verify offender participation.
- Copies of logs to document distribution of bus tokens and similar items.
- Copies of invoices from subcontractors.
- Mileage logs
- Offender sign-in sheets

# OFFENDER SUCCESS PROGRAM FINANCIAL GUIDE

Each administrative agency must work with its MDOC program and finance staff contacts to ensure that adequate documentation is maintained and provided in order to ensure timely reimbursement.

## ***E-mailing reports***

### **Expense Reports**

If the monthly report with attachments is no more than 5MB, it may be emailed to [mpstatements@michigan.gov](mailto:mpstatements@michigan.gov). Please copy your PMCD (contract monitoring) staff contact on the email. The expense report, general ledger, and supporting documentation must be separate attachments; do not combine them into one large file. In addition, material should be sent in printable form; for example, please format any Excel spreadsheets for printing. Finally, be sure that your attachments will be readable; PDFs with tiny or blurred printing will not be accepted and payment may be delayed while MDOC awaits legible backup.

## ***Mailing reports***

If a hard copy must be mailed, please send to the following address:

Michigan Department of Corrections  
Grandview Plaza-PMCD 5<sup>th</sup> floor  
P.O. Box 30003  
Lansing, MI 48909

## **Cost Allocation**

The allocation of expenses among the service categories is guided by the Service Parameters. Expense reports that include incorrectly allocated expenses must be corrected as soon as possible, but no later than the next month's billing. The department may, at its discretion, deny incorrectly allocated expenses. The Agency's Cost Allocation Plan must be submitted for approval to MDOC at the same time as the Proposed Annual Budget Plan.

## **Travel**

### **Purpose of Travel**

For travel expenses to be reimbursable, they must be incurred directly in support of the Offender Success program.

### **Reimbursement Limits**

All travel must be consistent with statewide travel regulations and applicable state law, including provisions of the Department's budget act. Please be aware that federal travel rates and State of Michigan travel rates may differ. State travel rates are updated periodically, and limit reimbursement for meals, lodging, and mileage. For applicable travel rates and regulations, please refer to the following web page: [http://www.michigan.gov/dmb/0,1607,7-150-9141\\_13132---,00.html](http://www.michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html). Administrative Agencies are eligible for the premium mileage rate.

### **Documentation**

Actual travel expenses must be documented in the form of receipts and mileage logs for all travel expenses for which reimbursement is sought; documentation must be available for review by MDOC upon request. When requesting reimbursement for any non-routine travel, please submit documentation with the monthly expense report. To avoid incurring expenses that may be disallowed, agencies are strongly encouraged to contact the Offender Success Unit prior to undertaking any non-routine travel. Mileage logs and other related documentation will be verified upon the annual site review.

# OFFENDER SUCCESS PROGRAM FINANCIAL GUIDE

## Out-of-State Travel

Additional restrictions pertain to out-of-state travel. Prior approval from the MDOC must be obtained for any out-of-state travel for which reimbursement will be sought from state funds.

To request prior approval for out-of-state travel, please submit a written request to the Offender Success Unit as well as the appropriate PMCD staff. The request must include all the following:

- A brief explanation of the proposed travel, how it will advance the objectives of the Offender Success program, and how it meets one or more of the exceptions specified in the budget act, which includes:
  - 1.) Comply with legal mandate or court order or for law enforcement purposes.
  - 2.) Protect the health or safety of Michigan citizens or visitors or to assist other states for similar reasons.
  - 3.) Produce budgetary savings or increase state revenues, or both, including protecting existing federal funds or securing additional federal funds.
  - 4.) Comply with federal requirements.
  - 5.) Secure specialized training for staff that is not available within this state.
- The name(s) of any individuals for who travel approval is being requested.
- Date(s) of travel and destination(s).
- An estimate of the expenses for which reimbursement will be sought, accompanied by documentation sufficient to verify the estimated costs. For example, for a conference registration fee, a copy of the conference brochure or a current (not expired) link to the conference information webpage should suffice.

## Telephone Expenses

Telephone expenses are allowable under limited circumstances:

- For an indigent parolee on GPS tether in a location without cell phone service, land line service must be for a single line only, without options such as call waiting, call forwarding, voicemail, long distance, and unlimited local calling. The Contractor or its subcontractor must request a pass code on the account. Telephone services for indigent parolees are governed by MDOC Field Operations Administration policy; for more information, contact your FOA Co-Chair, or your ORU liaison.
- Dedicated lines or cell phones used in performance of work by staff employed through the Contractor to perform Offender Success work covered under their agreement with the State. If a cell phone is used for a combination of personal and business calls, or if it is part of a family plan, only the Offender Success work-related portions of the cell charges are reimbursable. Contact MDOC-PMCD for more information.
- As part of a cost allocation plan under which costs have been correctly allocated to Offender Success.

## **IV. SUBCONTRACTS**

The contract requires that each subcontract or agreement that derives its funding from the contract be submitted to ORU for review and approval within 14 calendar days of service commencement. Payment will be withheld if an applicable subcontract or agreement is not on file with ORU.

# OFFENDER SUCCESS PROGRAM FINANCIAL GUIDE

Subcontract financial provisions must include a period of performance, budget, pricing, and maximum amount payable. Subcontracts should not provide for retroactive effect; expenses submitted under retroactivity clauses will not be reimbursable unless prior approval is obtained from MDOC based on public safety reasons. See attached Subcontract Review Guide for a listing of standards MDOC uses to review and approve subcontracts.

Subcontractors also should have procurement procedures consistent with state policy, including written procedures regarding conflicts of interest and competitive bidding. It is expected that all subcontracts will be competitively bid. However, in the event that an administrative agency determines a sole-source may be necessary, MDOC-PMCD shall be notified prior to the agreement.

## V. BUDGET ADJUSTMENT REQUESTS (BARs)

A Budget Adjustment Request (BAR) must be submitted each time a Contractor proposes to change its approved budget, whether it is shifting funds between line items within a service category, shifting funds from one category to another, or requesting an increase in funding. The BAR process ensures that the Contractor operates within an MDOC-approved budget for both authorized services and funding levels.

Approved BARs for funding increases may require a contract amendment approved by the State Administrative Board. For State Administrative Board approvals, contract amendments authorizing the increase may take up to 6 weeks to process from the time the BAR is approved by MDOC until the amendment is approved by the State Administrative Board. For deadlines pertaining to upcoming meeting dates, please contact the PMCD Financial Specialist.

Expenses that exceed the approved budgeted amount in any line item **will not** be reimbursed. If a BAR is necessary to ensure sufficient funds are available, it should be submitted well in advance of actual need, to allow time for review and approval prior to expenses exceeding the budgeted amount.

Community Coordinator budget shall not exceed the funding parameters issued by MDOC.

### **Checklist for BAR Processing**

1. **Obtain Co-Chair approval** prior to submitting BARs to the MDOC. Please be aware that Co-Chair approval does not necessitate MDOC approval.
2. **Complete the approved MDOC BAR form** (an updated electronic copy is available from PMCD Financial Specialist) to request the changes. The monetary movements are required, as well as a written justification for the budget adjustment.
3. **Justify increases or decreases in funding for each Service Type impacted by the BAR.** For decreases, justify the need and amount (e.g., low referrals, subcontract terminations, planned service will not be provided, obtained services at lower cost, etc.). For increases, justify the need and amount (increased referrals, expanding services, increased costs for current services, new services not previously budgeted, etc.)
4. **Justify overall funding increase to the Contractor's budget.** Only for BARS requesting an increase in the Contractor's budget. In addition to #3 above, justify why existing funding cannot be transferred from Service Type line-items, (e.g., current spending projections indicate no projected lapsed funding and decrease in other service areas has been considered). Be prepared to provide projection information upon request from the MDOC.
5. **Justify overall funding increases/decrease for Direct Costs within Resource Specialist budget lines.** Provide financial breakout of Direct Costs showing current

## OFFENDER SUCCESS PROGRAM FINANCIAL GUIDE

funding levels and proposed increases/decreases, as an attachment to the BAR. See Section III above for Direct Costs definition.

6. **Be thorough** in preparing the BAR with a full and complete narrative to assist MDOC in providing a quick turn-around of the request.
7. **Number each BAR** in the upper right-hand corner. The first BAR submitted will be BAR #1, and so on. Regardless of the approval or denial status of the BAR, each one to be submitted will be numbered as its own version for tracking purposes.
8. **Obtain Contractor Approval** on the BAR through a signature of the Contracted Agency's Director, CEO or designee authorized to submit the BAR on behalf of the Contractor
9. **Submit the BAR**, Co-Chair approvals and any back-up documentation by email to the designated ORU Community Liaison and PMCD Contract Monitor or review.

### VI. OTHER FUNDING SOURCES:

#### GRANTS, MATCHING FUNDS, IN-KIND MATCHES

Occasionally, a Contractor will receive funding, such as federal grant funding or funding that originates with another state agency that is passed through MDOC for expenditure by the site in fulfillment of a federal grant or state interagency agreement project. Such funds must be accounted for separately; MDOC has developed a separate monthly report form to be used on such occasions.

If your agency wishes to use state funds as a match, it must receive prior approval from the MDOC. Contact your ORU community liaison for further information.

### VII. PROJECTIONS

The contract requires an annual year-end projection report to be sent to PMCD Financial Specialist by August 31; however, another date may be specified, and notice sent of such a change. The projection report must "cover the current fiscal year activity through September 30," and "provide projected amounts to be expended out for both August and September to arrive at the anticipated total expenditures for the year."

Agencies that received advanced funds will need to include any spending of the advance as part of the total.

In addition to the August projection required by contract, administrative agencies may be asked to provide a projection earlier in the year to help ensure accurate monitoring of expenses against available funding.

### VIII. YEAR-END CLOSEOUT PROCEDURES.

#### ENDING-YEAR PAYABLE ACCOUNTS

If your agency received any advanced funds, the regular September expense report must include expenditure of the full advance (unless reconciled already). The advance must be utilized before reimbursement is sought from the remainder of the agency's comprehensive plan budget.

If your agency expects additional bills for a closing fiscal year to arrive after the October 20<sup>th</sup> due date for the September expense reports, the PMCD Financial Specialist must be notified of the estimated amount by 5:00 p.m. on October 20<sup>th</sup> (if that falls on a weekend, they are then due by close of business the following Monday. MDOC uses this estimate to develop a payable

## OFFENDER SUCCESS PROGRAM FINANCIAL GUIDE

account necessary for the reimbursement of year-end expenses which are unable to be captured on the September bill. Failure to meet the deadline may result in insufficient funds being available to reimburse the expenses. After September expenses are submitted, a final closeout bill titled "Month 13" may be needed for late arriving bills the agency requires reimbursement for the fiscal year being closed out. This Month 13 fiscal year close out bill typically must be received no later than the first Friday in November. Deadlines are subject to change, depending on the State of Michigan year-end book-closing schedule. Questions on applicable deadlines may be directed to the PMCD Financial Specialist. Additionally, emails will be sent to all administrative agencies prior to year-end (usually August and September with a reminder to submit month 13 expense reports timely. **Please note: all month 13 expense reports must have corresponding month 13 DCS submitted for all services expensed on the month 13 expenditure report since expenses and data must match at year end.**

If insufficient funds are set aside in the prior-year payable account, expenses submitted in excess of the payable amount may go unreimbursed. MDOC has limited authority to use subsequent-year funds to pay prior-year expenses, but it is at the discretion of the department, and, if the excess expenses are approved, your agency's current-year budget will be reduced accordingly.

As part of the closeout process, a full-year general ledger must be provided in conjunction with the final expense report. Final year-end expenses and year-to-date figures in the expense report must balance to the general ledger.

### IX. FINANCIAL SITE VISITS

Financial site visits will be conducted at least once per year and are intended primarily to provide assurance that funding provided to the administrative agency has been utilized for the approved and intended purpose. These will now be conducted electronically and separately from the programmatic site visits. You will receive an email with a questionnaire to be completed by a due date. If you do not feel you will be able to meet that deadline, please contact the PMCD Financial Specialist to make other arrangements. Once the review is completed, a final report will be issued back to the agency for their records. If any findings are determined, a CAP (Corrective Action Plan) may also be issued with a deadline for response.

#### **Financial System**

MDOC will review the general ledger, chart of accounts, cost allocation plan and by asking for copies of each. MDOC may also review the agency's procedures for verifying expenditures and approving invoices for payment, and review whether and how the agency monitors expenses against the budget. The sampling of expenditures during the fiscal year being reviewed will be listed at the bottom of the questionnaire and copies of those 20 invoices and or back up documentation can be scanned and emailed back with the completed questionnaire by the due date.

#### **Subcontracting**

Agency financial monitoring of subcontractors will be reviewed, as will subcontractor responses to any agency recommendations.

#### **Expenditure Verification**

A sampling of expenditures during the fiscal year being reviewed will be listed at the bottom of the Financial Site Review Report and copies of 20 invoices and/or back up documentation can be scanned and emailed back with the completed Financial Site Review Report by the due date.

## **OFFENDER SUCCESS PROGRAM FINANCIAL GUIDE**

Your agency will have approximately three weeks from the date of the email to complete the Financial Site Review Report questions and return the requested copies. All expenses billed to Offender Success must be substantiated with actual vendor invoices and back up documentation that is expected to be provided as part of the electronic site visit. These invoices should include the number of offenders served and the rate at which the department was billed. This should then correspond to the general ledger.

Verification of service-related expenses will include tracing expenditure documentation step-by-step back to the Offender Referral/Enrollment/Termination form (CFJ-140) referrals that constitute the administrative agency's authorization for services. Source documentation will vary according to the type of expense sampled, but commonly will include proof of payment to vendor, copies of vendor invoices or receipts, distribution logs, offender sign-in sheets, and copies of all applicable CFJ-140s need to be available for sampling.



# OFFENDER SUCCESS PROGRAM FINANCIAL GUIDE

Current state travel rates (2 pages). These rates are subject to change, please refer to:  
[http://www.michigan.gov/dtmb/0,5552,7-150-9141\\_13132---,00.html](http://www.michigan.gov/dtmb/0,5552,7-150-9141_13132---,00.html)

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
 VEHICLE AND TRAVEL SERVICES (VTS)  
 SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED  
 EMPLOYEES  
 Effective January 1, 2020

**MICHIGAN SELECT CITIES \***

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
Lodging**	\$85.00	\$85.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

**MICHIGAN IN-STATE ALL OTHER**

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
Lodging**	\$85.00	\$85.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
<b>Per Diem</b>	<b>\$87.00</b>	
Lodging	\$51.00	
Breakfast	\$ 8.50	
Lunch	\$ 8.50	
Dinner	\$19.00	

**OUT-OF-STATE SELECT CITIES \***

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

**OUT-OF-STATE ALL OTHER**

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
<b>Per Diem</b>	<b>\$97.00</b>	
Lodging	\$51.00	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

Incidental Costs (per overnight stay) \$5.00 Mileage  
 Rates

Premium Rate      \$0.5750 per mile  
 Standard Rate      \$0.340 per mile

\*See Select High Cost City Listing

\*\*Lodging available at State Rate, or Colin Travel at 877-654-2179 or [www.somtravel.com](http://www.somtravel.com)

# OFFENDER SUCCESS PROGRAM FINANCIAL GUIDE

## DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

### VEHICLE AND TRAVEL SERVICES (VTS)

#### SELECT HIGH COST CITY LIST

#### TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES EFFECTIVE

January 1, 2020

#### Michigan Select Cities / Counties

Cities	Counties
Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse Oakland Wayne

#### Out of State Select Cities / Counties

State	City / County	State	City / County
Arizona	Phoenix, Scottsdale, Sedona	Maryland	Baltimore City, Ocean City (Counties of Montgomery & Prince Georges)
California	Los Angeles (Counties Los Angeles, Orange, Mendocino & Ventura) Edwards AFB, Arcata, McKinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey, Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Massachusetts	Boston (Suffolk County), Burlington Cambridge, Woodburn Martha’s Vineyard
		Minnesota	Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)
		Nevada	Las Vegas New Mexico
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	Santa Fe	
Connecticut	Bridgeport, Danbury	New York	Lake Placid, Manhattan (boroughs of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Melville, New Rochelle, Riverhead, (Suffolk County), Ronkonkoma, Tarrytown, White Plains
DC	Washington DC, Alexandria, Falls Church, Fairfax (Counties of Arlington & Fairfax in Virginia) (Counties of Montgomery & Prince George’s in Maryland)	Ohio	Cincinnati
		Pennsylvania	(Bucks County) Pittsburgh Rhode Island Bristol, Jamestown, Middletown, Newport (Newport County), Providence
Florida	Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West	Texas	Austin, Dallas, Houston, LB Johnson Space Center
Georgia	Brunswick, Jekyll Island	Utah	Park City (Summit County)
Idaho	Ketchum, Sun Valley	Vermont	Manchester, Montpelier, Stowe (Lamoile County)
Illinois	Chicago (Cook & Lake Counties)	Virginia	Alexandria, Falls Church, Fairfax Washington Port Angeles, Port Townsend, Seattle Wyoming Jackson, Pinedale
Kentucky	Kenton		
Louisiana	New Orleans		
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sanford		

# OFFENDER SUCCESS PROGRAM FINANCIAL GUIDE

Exhibit E - MICHIGAN DEPARTMENT OF CORRECTIONS				
FY 2020 OFFENDER SUCCESS Monthly Expenditure Report (Rev. 09/13/19)				
<b>Administrative Agency Name:</b>			<b>Report Month:</b>	
<b>Address &amp; Zip Code:</b>			<b>Agency Contact and Phone Number:</b>	
MPRI SERVICE TYPE CATEGORY	Budget Amount	Expenditures for Report Month	Year to Date Expenditures	Budget Remaining
<b>1. RESIDENTIAL STABILITY</b> Resource Specialist Expense ONLY All other RS Expenses	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00 \$0.00
<b>2. JOB PLACEMENT/JOB RETENTION</b> Resource Specialist Expense ONLY All other Job Placement Expenses	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00 \$0.00
<b>3. SOCIAL SUPPORT</b> Resource Specialist Expense ONLY All other SS Expenses	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00 \$0.00
<b>4. HEALTH AND BEHAVIORAL HEALTH</b> Resource Specialist Expense ONLY All other HBH Expenses	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00 \$0.00
<b>TOTAL PROGRAM FUNDING &amp; EXPENSES</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>5. OPERATIONS SUPPORT</b> Community Coordinator Travel (Community Coordinator only) Outreach & Education In-Reach Training & Professional Development General Administration Sub-total Bonus/Credits Assessed (+/-) General Administration net total				\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
<b>TOTAL OPERATIONS SUPPORT</b>	\$0.00	\$0.00	\$0.00	\$0.00
Advance (Year End Deduction)				
<b>TOTAL PROGRAM &amp; OPERATIONS SUPPORT</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Administrative Agency Certification</b>		<b>Approved by:</b> _____		
		Name		Date
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <b>MDOC USE ONLY</b> </div> <div style="width: 60%;"> <b>MDOC Finance:</b> _____  <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>Name</span> <span>Date</span> </div> <b>Contract Manager:</b> _____  <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>Name</span> <span>Date</span> </div> </div> </div>				

# OFFENDER SUCCESS PROGRAM FINANCIAL GUIDE

## SAMPLE CFJ-140 (Revised 2/10)

MICHIGAN DEPARTMENT OF CORRECTIONS  
Offender Referral / Enrollment / Termination

4835-6140  
CFJ-140 2/10

Referral Section		
Service Agency		Agency's Phone
Offender's Name	Offender's Phone	Offender's Address
MDOC Nbr.	Offender's Status	Is Offender Indigent?
	<input type="checkbox"/> Probationer <input type="checkbox"/> Parolee <input type="checkbox"/> Prisoner	<input type="checkbox"/> Yes <input type="checkbox"/> No
Referring Probation/Parole Agent: EDWIN L JONES		Agent's Phone (734) 434-1486

Program Services Requested		
Program Name	Program Type	Service Type

Agent's Reason For Referral		
Agent's Signature	Referral Date	Community Service Work
		Number of Hours:

Enrollment/Termination Section		
Enrollment Date	Case Manager/Counselor	Case Manager's Phone
Not Enrolled Because		
<input type="checkbox"/> Ineligible <input type="checkbox"/> Service Not Available <input type="checkbox"/> Inappropriate for Service <input type="checkbox"/> Refused Service <input type="checkbox"/> Failed to Appear <input type="checkbox"/> Other, Explain:		
Termination Date	Case Manager/Counselor	Case Manager's Phone
Terminated Because		
<input type="checkbox"/> Ineligible <input type="checkbox"/> Service Not Available <input type="checkbox"/> Inappropriate for Service <input type="checkbox"/> Refused Service <input type="checkbox"/> Failed to Appear <input type="checkbox"/> Program Completed <input type="checkbox"/> Other, Explain:		
Case Manager or Program Director's Signature	Date	

Distribution: White - Service Agency

# OFFENDER SUCCESS PROGRAM FINANCIAL GUIDE

## ***SAMPLE page 1 of a 5 page BAR***

AGENCY NAME:		FY 2020 BAR SUBMISSION # :	
<b>ATTACHMENT F - BUDGET ADJUSTMENT</b>			
<b>SERVICE CATEGORY</b>	<b>CURRENT BUDGET</b>	<b>Requested Adjustment</b>	<b>REVISED BUDGET AMOUNTS</b>
1. Residential Stability		\$0.00	\$ -
2. Job Placement		\$0.00	\$ -
3. Social Support		\$0.00	\$ -
4. Health and Behavioral Health		\$0.00	\$ -
<b>SERVICE CATEGORY TOTAL</b>	\$ -	\$ -	\$ -
5. Operations Support		\$0.00	\$ -
<b>TOTAL FUNDING</b>	\$ -	\$ -	\$ -
<b>ADMINISTRATIVE AGENCY APPROVAL AS RECOMMENDED BY CO-CHAIRS</b>			
Typed Name and Title:		Signature:	Date
ORU Contract Manager Approval:		Date	
Financial Services Manager Approval		Date	
<b>Residential Stability</b>			
Please explain rationale for each adjustment (attach pages as necessary)			
<b>1. 24/7 Structured Housing</b>			<b>Requested Adjustment</b>
<b>2. Base Housing/Rent</b>			<b>Requested Adjustment</b>
<b>3. Housing Supplies</b>			<b>Requested Adjustment</b>
<b>4. Resource Specialist</b>			<b>Requested Adjustment</b>
<b>Residential Stability Total</b>			<b>\$0.00</b>

# OFFENDER SUCCESS PROGRAM FINANCIAL GUIDE

## *This is a SAMPLE Year End Projection Report*

MICHIGAN DEPARTMENT OF CORRECTIONS - OFFENDER RE-ENTRY SECTION FY 2016 YEAR END PROJECTION REPORT <i>Instructions follow on the worksheet labeled "instructions"</i>			
<b>Administrative Agency Name:</b> name here <b>Address, with zip code</b> address line 1 address line 2 address line 3		<b>Due to MDOC:</b> <b>August 31</b>	
Service Type	Current Budget	Projected FY 2015-16 Expenditures Including Spending of Advance	Budget Remaining
<b>1. RESIDENTIAL STABILITY</b>	\$0	\$0	\$0
Resource Specialist	\$0		\$0
All Other RS Expenses	\$0		\$0
<b>2. JOB PLACEMENT</b>	\$0	\$0	\$0
Job Development Specialist	\$0		\$0
All Other Job Placement Expenses	\$0		\$0
<b>3. SOCIAL SUPPORT</b>	\$0	\$0	\$0
Resource Specialist	\$0		\$0
All Other SS Expenses	\$0		\$0
<b>4. HEALTH AND BEHAVIORAL HEALTH</b>	\$0	\$0	\$0
Resource Specialist	\$0		\$0
All Other HBH Expenses	\$0		\$0
<b>TOTAL PROGRAM FUNDING &amp; EXPENSES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>5. Operations Support</b>			
Community Coordinator	\$0		\$0
Travel (Community Coordinator Only)	\$0		\$0
Outreach & Education	\$0		\$0
In-Reach	\$0		\$0
Training & Professional Development	\$0		\$0
General Administration	\$0		\$0
<b>TOTAL OPERATIONS SUPPORT</b>	<b>\$0</b>	<b>\$ -</b>	<b>\$0</b>
<b>6. Grant Projects (if applicable)</b>			
	\$0		\$0
	\$0		\$0
	\$0		\$0
	\$0		\$0
	\$0		\$0
<b>TOTAL GRANT PROJECT FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>GRAND TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Administrative Agency Certification</b> <div style="float: right;"> <b>Approved by:</b> _____  Name _____ Date _____ </div>			

## OFFENDER SUCCESS PROGRAM FINANCIAL GUIDE

### SAMPLE MONTHLY PAYROLL CERTIFICATION FORM

*Note: "Success hours worked" should include all hours billed to Offender Success, including paid time off.*

**Michigan Department of Corrections  
Payroll Certification for Prisoner Reentry Services**

In FY 2011-12, all personnel/staff costs that are billed directly to the Prisoner Reentry program are funded through each agency's Operations Support budget. This form certifies hours worked on the Reentry program and is required documentation for direct-billed costs of resource specialists, housing coordinators, community coordinators, and other employees of Reentry contractors and administrative agencies whose costs are billed directly to Prisoner Reentry.

The form must be signed and dated by the employee, the employee's supervisor and a representative of the administrative agency, all of whom, through their signatures, are attesting to the accuracy of the number of hours reported.

Reported Month (mm/yyyy): \_\_\_\_\_  
Name of Organization Employing Staff: \_\_\_\_\_

Employee Name and Title	Reentry Hours Worked	Signature of Employee Certifying Hours Worked	Date

\_\_\_\_\_  
Employing Agency - Certifying Supervisor Signature (Title) (Date)

\_\_\_\_\_  
Prisoner Reentry Administrative Agency Designee (Title) (Date)

# OFFENDER SUCCESS PROGRAM FINANCIAL GUIDE

Exhibit L - Fiscal Year 2017 Proposed Budget Plan (Oct. 1, 2016- September 30, 2017)				
1. BIDDER AGENCY NAME:				
2. REGION:				
SERVICE CATEGORY	SERVICE TYPE	PROJECTED NUMBER	LEVERAGED FUNDING	PROPOSED ANNUAL
Residential Stability	24/7 Structured Housing			
	Base Housing/Rents			
	Housing Supplies			
	Resource Specialist	N/A		
<b>Residential Stability Subtotals:</b>		<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>
Job Placement	Vocational Assessment			
	Job Readiness			
	Job Search			
	Temporay Work Experience			
	Try-Out Employment			
	On-The-Job Training			
	Work Supplies			
	Job Development Specialist	N/A		
<b>Job Placement Subtotals:</b>		<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>
Social Support	Clothing Assistance			
	Hygiene/Food Assistance			
	Identification			
	Law Enforcement			
	Mentoring			
	Pro-Social Activities			
	Public Transportation			
	Private Transportation			
	Telephone Assistance			
Resource Specialist	N/A			
<b>Social Support Subtotals:</b>		<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>
Health & Behavioral Health	Cognitive Behavioral Groups			
	Batterer Intervention Services			
	Assessment			
	Group Counseling			
	Individual Counseling			
	Family Counseling			
	Psychiatric Evaluation			
	Prescription Psychotropic Medication			
	Medication Review			
	Prescription Medication Health Care			
	Resource Specialist	N/A		
<b>Health &amp; Behavioral Health Subtotals:</b>		<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>
Operations Support	Community Coordinator	N/A		
	Travel Community Coordinator	N/A		
	Outreach & Education	N/A		
	In-Reach	N/A		
	Training & Professional Development	N/A		
	General Administration (Up to 20% of total budge	N/A		
<b>Operations Support Subtotals:</b>		<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>ALL SERVICE CATEGORY TOTALS</b>		<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>
6. FY2017 Budget Amount				
Amount remaining to be budaeted				<b>\$0.00</b>



# OFFENDER SUCCESS PROGRAM FINANCIAL GUIDE

## Offender Success Unit Subcontract Review Guide SAMPLE

SECTION I - Information						
Offender Success Region						
Administrative Agency		Review Date	Conditional Approval	Approved	Denied	
Community Liaison			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Subcontract Reviewed						
Services						
Services						
SECTION II- Review Standards						
			Compliant		Information Received	
Compliant or Non-Compliant			Yes	No	Yes	No
1.	Has the contract/agreement been reviewed by the FOA Co-Chair?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
2.	Does the contract/agreement hold MDOC harmless?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
3.	Does the contract/agreement define the scope of work expected?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
4.	Does the contract/agreement clearly define all contract terms by breaking out service population, funding source or service category?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
5.	Does the contract/agreement outline a budget containing allowable costs as determined by MDOC?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
6.	Does the contract/agreement outline a unit cost that is reasonable? (Based upon reasonable person standard).		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
7.	Does the contract/agreement contain standards that are in compliance with all Federal, State and local laws, rules and regulations?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
8.	Housing and Employment contracts/agreements: Does the contract/agreement contain standards that are in compliance with the Elliott-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
9.	For 24/7 Housing contracts/agreements: Does the contract/agreement contain standards that require a standard protocol in place for medication lock up and dispensing?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
10.	For 24/7 Housing contracts/agreements: Does the contract/agreement contain standards that adequately address PREA compliance?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
11.	Does the contract/agreement describe a method of payment and payment schedules?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
12.	Does the contract contain a Statement of Work that specifies measurable deliverables, expected outcomes and reporting requirements?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
13.	Does the contract/agreement assure that reporting requirements include a requirement of formal communication with the referring Parole Agent regarding the status of those served in the program?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **2**

to

Contract Number **071B7700204**

<b>CONTRACTOR</b>	Macomb/St. Clair Workforce Development Board, Inc.
	21885 Dunham Road
	Clinton Township, MI 48036
	John Bierbusse
	586-469-5220
	john@macomb-stclairworks.org
	CV0032010

<b>STATE</b>	<b>Program Manager</b>	Chris Trudell	MDOC
		517-241-5674	
		trudellc@Michigan.gov	
	<b>Contract Administrator</b>	Courtney Flores	DTMB
		(517) 249-0452	
		floresc@michigan.gov	

CONTRACT SUMMARY				
OFFENDER SUCCESS ADMINISTRATIVE AGENCY SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 12, 2017	March 31, 2022	4 - 1 Year; 1 - 6 Month	March 31, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card		<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$7,844,753.29	\$0.00	\$7,844,753.29		
DESCRIPTION				

Effective October 1, 2018, this Contract is hereby amended as follows:

1. **Exhibit A, Background Section, Other Roles Section 2** is deleted and replaced with the following:  
**Exhibit A, Background. Other Roles Section 2.** The MDOC has developed a contract monitoring unit known as the Procurement, Monitoring and Compliance Division (PMCD). This unit has oversight for the Department's contracts and ensures that the Contractor is delivering services according to the contract requirements. The Contract Manager or designee will serve as the lead for all contract related issues, and will assist in facilitating kick off meetings, determining service level agreements, overseeing the transition timeline and working with the MDOC program staff to ensure the contractual requirements are being met. A contract monitor will be assigned to monitor the contract(s), and as part of his or her role they will conduct regular monitoring of all contract related activities.

2. **Exhibit A, Section 1.2.A.** is deleted and replaced with the following:  
**Exhibit A, Section 1.2.A.** The MDOC does not guarantee the Contractor a minimum number of referrals. The Contractor cannot refuse any State referrals for services. The Contractor must serve all offenders including High Risk, High Need offenders referred to them for services. The Contractor must provide contract services to transgender and gender nonconforming offenders.

3. **Exhibit A, Section 1.7. Incident Reporting** is added:

**Exhibit A, Section 1.7. Incident Reporting**

The Contractor shall adhere to this protocol when reporting the below incident types to the State that occur in MDOC-contracted/sub-contracted housing locations. For purposes of MDOC-contracted housing locations, these would be 24/7 and Base Housing locations funded through the Offender Reentry Unit (ORU). The Contractor shall immediately report an incident when the Contractor/sub-contractor first becomes aware of the incident. The Contractor shall ensure housing contractors and staff employed through the Contractor adhere to this protocol.

A. Deaths. When the Contractor first becomes aware of a death, they shall immediately notify, in writing via email, the supervising field agent, appropriate Contract Monitor – PMCD (Procurement, Monitoring and Compliance Division), ORU Community Liaison and the MDOC Program Manager with details covering:

- 1 Offender Name/Number
- 2 Location and estimated time of death
- 3 Circumstances surrounding the death (illness, suspected over-dose, assault, suspicious circumstances)
- 4 Involved staff names, their titles and any actions taken

B. The following three incident types shall be reported on the Offender Success Incident Notification form and emailed to the supervising field agent, appropriate Contract Monitor – PMCD, ORU Community Liaison and the MDOC Program Manager.

- 1 Offender injury/illness requiring hospitalization
- 2 Unusual event which may attract public or media attention
- 3 Prison Rape Elimination Act (PREA) incidents

4. **Exhibit A, Section 3.8. Security** is deleted and replaced with the following:

**Exhibit A, Section 3.8.A. Law Enforcement Information Network (LEIN)**

The Contractor will be subject to the following security procedures:

No active police warrants or pending charges on any staff assigned to this contract, including subcontractors.

1. Contractor staff may not be under Federal, State or local jurisdiction as an offender. Felony ex-offenders will not be considered as contracted staff until they have been discharged from all sentences, including parole and probation supervision. MDOC reserves the right to approve or decline applicants who have been involved in the criminal justice system depending on the circumstances.

2. Contractor staff that provide direct services to offenders (prisoner, parolee, probationer), handle or may have access to offender records, or provides supervisory services to staff performing these functions, must complete the Law Enforcement Information Network (LEIN) Information Form at the start of the contract and annually thereafter, as directed by the Michigan Department of Corrections.

3. The completed LEIN Information Form must be sent to the MDOC-PMCD-FOA-LEINS@michigan.gov and approved by MDOC prior to Contract staff working with MDOC offenders. There is no cost associated with the LEIN. The LEIN form will be provided to the Contractor.

4. Subcontractor staff that provide direct services to offenders (prisoner, parolee, probationer), handle or may have access to offender records, or provides supervisory services to staff performing these functions, must clear a background check at the start of the contract and annually thereafter. The background check must include the Michigan State Police Internal Criminal History Access Tool (ICHAT), or the municipal/federal equivalent. The Contractor must maintain a copy of the background check(s) for auditing purposes.

5. Contractor staff may be required to complete and submit an RI-8 Fingerprint Card for Finger Print Checks to the MDOC.

6. The Contractor and subcontractor must verify and document whether a staff member assigned to the Contract is related to or acquainted with an offender receiving services under this Contract. For staff who are related to or acquainted with an offender, the Contractor's staff member must complete the Offender Contact Exception Request (CAJ-202) as provided by the MDOC and submit it to the MDOC Program Manager or designee. The Contractor must ensure its staff complete the form and notify the MDOC Program Manager of any changes throughout the contract term. The Contractor must maintain a copy of the form in the employee's personnel file for auditing purposes.

**Exhibit A, Section 3.8.B. Reserved.**

**Exhibit A, Section 3.8.C. Prison Rape Elimination Act of 2003 (PREA), 42 U.S.C. § 15601:**

1. The Contractor and the Contractor Personnel shall comply with the Final Rule implementing Prison Rape Elimination Act (PREA), all applicable PREA standards and the agency's policies. The Contractor and Contractor Personnel shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect the performance under this Contract. Failure to comply with the PREA standards and related policies of the MDOC will be considered a breach of contract and may result in termination of the contract.

2. Contract Personnel who may have contact with prisoners must complete PREA training Program A - Correctional Facilities Administration (CFA) Security Regulations prior to entrance in any MDOC Facility. Upon completion, Contractor Personnel shall submit a signed memorandum to the Contract Administrator documenting completion of the training and date of completion.
3. As is deemed necessary, the MDOC Program Manager will provide the Contractor with current copies of all PREA documents via email. Any revisions to the documents will be emailed to the Contractor throughout the Contract period, and the Contractor must comply with all documentation provided.
4. The Contractor must report any information concerning violations of PREA immediately to the Supervising Agent, Program Manager and Contract Monitor. Immediately is when there is enough information to share offender name/ number, what occurred and between whom. The MDOC contacts should be informed of the incident immediately, and additional information learned through investigation can be provided as an update.

**Exhibit A, Section 3.8.D.** The Contractor will require all staff employed through their agency working inside a MDOC secure facility to read and sign the MDOC Vendor Handbook for Employees Entering a Secure Facility (Exhibit T) upon Contract Effective Date. The Contractor will require all staff employed through their agency that will not be working inside a MDOC secure facility, to read and sign the MDOC Vendor Handbook for Vendor Employees Not Entering a Secure Facility (Exhibit U) upon Contract Effective Date. The purpose of the MDOC Vendor Handbooks is to provide the Contractor with general information regarding basic requirements of working within MDOC facilities, provide notice of work rules and consequences of rule violations. The Contractor must provide copies of each signed Employee Acknowledgement to the MDOC Program Manager, at the completion of the employee's orientation. If changes are made to the Vendor Handbooks, the Program Manager will provide the most recent copies of the Vendor Handbooks by email.

5. **Exhibit A, Section 3.9.** is added:

**Exhibit A, Section 3.9.** Contractor and subcontractor staff whose primary work location is inside a correctional facility or FOA field office, are required to successfully complete MDOC In-Service Training in accordance with the requirements set forth in the MDOC annual training plan.

6. **Exhibit A, Section 6.3.B.** Cash Advances is deleted and replaced with the following:

**Exhibit A, Section 6.3.B.** Cash Advances

The Offender Success contract allows a contractor to request an annual cash advance up to one-twelfth (1/12) of the total budget for that year (excluding bonus amounts). This advance must be requested in writing within the first 30 days of the fiscal year. The purpose of a cash advance is to assist with Contractor cash flow to allow payments to subcontractors to continue services at the beginning of each fiscal year when prior year closeout processes delay final payments. Contractors requesting an advance are agreeing to continue to pay subcontractors for services provided with no delay, due to delay in reimbursement from the State. All advances must be reconciled against expenses incurred in the same fiscal year and will be deducted from the last few (up to 3 months) of invoices received from the contractor. If that is not possible, a check in the amount of the unreconciled total of the advance, may be requested from the Contractor payable to the State.

7. **Exhibit N - Offender Success Service Parameters** is deleted and replaced with the attached.

All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement, and DTMB Procurement approval.

# STATE OF MICHIGAN

Contract No. 071B7700204

Offender Success Administrative Agency Services – Michigan Department of Corrections

## EXHIBIT N

### Offender Success Service Parameters

Effective October 1, 2018

This document represents an update to the revised Service Parameters (SP) that went into effect on October 1, 2012.

#### **FORMATTING:**

This document is set up to provide the universal requirements for the service category identified as an introduction to the service types. Bulleted items are identified under each category that will provide the site with information regarding what the documentation MDOC will be asking for during site reviews.

#### **EXEMPTIONS:**

There will be a need for Administrative Agency's (AA's) to submit exemptions to these parameters allowing for new services and emerging best practices to be used in promoting outcomes for Employment and Retention. A process is in place that allows AA's to request the addition of a service type that currently is not listed on the SP document but has been identified as a need by a local Steering Team. This is to be processed as a Budget Adjustment Request (BAR) because the site is asking for an amendment (and addition of a line item) to the approved budget and will be moving money between line items and/or categories. Please refer to Exhibit R – Offender Success Financial Guide for more information.

#### **VERIFICATION OF REFERRAL AND SERVICE PROVIDED:**

All direct services provided for an offender require the submission of a CFJ-140 (Offender Referral Form). Services performed in support of service category work do not require the submission of a CFJ-140. However, for all categories that do not require a CFJ-140 to support work performed, the site is expected to have some form of documentation to support the hours worked and what was completed during the recorded hours.

#### **Funding Authorization:**

Each category identifies what programs and services are authorized for payment. Funding is **NOT** authorized for the following type of activity (list is not exclusive) and questions regarding expenses should be directed to ORU prior to expenditure:

- Services provided that are not specifically spelled out in a contract, agreement or amendment thereof.
- Services provided that are not associated with an agent submitted referral.
- Food and/or entertainment of agency or vendor (potential or current).
- Travel not in compliance with the State Standardized Travel Regulations and allowable state rates.
- For group activities, expenses for offenders without a specific referral in the service category that is applicable (i.e. mentoring).

### **REQUIRED DOCUMENTATION to Support Reported Data and Costs:**

The below listing, not all inclusive, contains documentation which may be requested to verify monthly invoicing as well as requested at the time of program or financial site reviews. Confirmation of referrals for the service.

- Documentation to support negotiation of rates.
- Accurate monthly expense reports submitted on the correct MDOC form.
- A detailed monthly and state fiscal year-to-date detailed general ledger report that identifies offender reentry revenues and expenses.
- Timekeeping records to verify staff invoiced hours. Agency review of sub-contractor performance.

### **RESIDENTIAL STABILITY**

Services authorized:

24/7 Structured Housing	<p>Includes room and board for housing that provides an alcohol and drug-free living environment to offenders. Must include the following:</p> <ul style="list-style-type: none"><li>○ Security of the facility shall be maintained at all times.</li><li>○ Agencies must conduct and document regular rounds. Copies should be made available upon request.</li><li>○ Agencies must conduct and document regular counts to include head counts, visual inspections, and physical presence (verify exposed skin and a visual check for a physical indication of life).</li><li>○ Agency staff shall monitor residents, visitors, and staff movement into and out of the facility. Parole staff shall be consulted prior to the allowance of visitors to ensure compliance of parole conditions.</li><li>○ Agencies that house both male and female parolees, must house these populations in secure and segregated areas</li><li>○ Residents shall be provided 3 meals a day, seven days a week, meeting nutritional requirements established as U.S. Required Daily Averages.</li><li>○ Agencies shall monitor housing placements to ensure health and safety regulations are maintained.</li><li>○ Agencies shall assure standards for quality housing consistent with local community standards.</li><li>○ Agencies shall comply with bed bug treatment procedures issued by the Michigan Department of Health and Human Services Manual for Prevention and Control of Bed Bugs (Shelters and Transitional Living). Agencies shall make all Pest Treatment and Prevention reports, invoices, and/or contracts available upon request.</li><li>○ Agencies shall maintain and/or develop a roster of permanent housing resources and partnerships.</li><li>○ Agencies shall maintain monthly housing case plans for each PR resident.</li><li>○ Agencies shall work with participants to transition into permanent housing.</li><li>○ Agencies shall immediately notify the supervising agent if residents fail to return to the facility, are being removed from the facility, or are non-compliant with parole conditions and/or facility rules.</li><li>○ Agencies shall comply with the Americans with Disabilities Act (ADA) and Fair Housing Act and shall notify the designated Michigan Department of Corrections Program Manager within 24 hours for reasonable accommodation requests necessary for disabled offenders to use housing.</li><li>○ Agencies shall have procedures in place to secure and dispense all medications for parolees.</li><li>○ Staff performing monitoring activities such as bathroom, room-checks and body searches must be same sex as offenders housed. (males with males and females with females)</li></ul>
Base Housing/Rents	<p>Includes all <b>landlord tenant agreements</b>, <b>hotel/motel</b> options and <b>congregate housing</b> type services for a daily/weekly/monthly rate.</p>

	<p>Rates/Rents shall include utility costs and a working refrigerator and stove (Not required in hotel/motel arrangements).</p> <p>Agencies shall comply with the Americans with Disabilities Act (ADA) and Fair Housing Act and shall notify the designated Michigan Department of Corrections Program Manager within 24 hours for reasonable accommodation requests necessary for disabled offenders to use housing.</p> <p>If monitoring services are provided within the housing site, monitoring staff must be same sex as offenders housed, (male monitoring staff for male offenders and female monitoring staff for female offenders).</p> <p>Rates/ Rents may include first/last month's rent and rental subsidy costs.</p>
Housing Supplies	<p>Basic supplies needed to support daily living, basic cookware and utensils, cleaning items, and linens.</p> <p>Costs to clean units/rooms at tenant turn-over may be covered under this service</p>
Resource Specialist	<p>Providing case coordination activities necessary in providing services and promoting good housing outcomes. These services should include assessing needs and providing supportive services, collaborating with others to address situational barriers, and using other community agencies for additional necessary services. May include housing recruitment, monitoring housing provider locations and services and working with housing providers to address offender situational needs.</p>

### **JOB PLACEMENT:**

Services authorized:

Vocational Assessment	<p>An assessment of academic and vocational skills that assist to ensure the likelihood of success in choosing what level of need exists and choosing an appropriate occupation. Information contained within Workforce Development (WFD) packets are to be used to only prescribe those services necessary to place offenders into employment.</p>
Job Readiness	<p>Based upon the assessment of the offender's needs, all services shall be provided to meet the identified need(s). These services may include developing a résumé, developing a cover letter, and soft skill enhancement (i.e. proper dress and hygiene).</p> <p>Funding of soft skill enhancement will only occur if the identified service includes the expected outcome of job placement. .</p>
Job Search	<p>Job Search would include allowable activities not otherwise associated with Vocational Assessment and Job Readiness.</p>

	Job Search activities may include guided job search, instruction and guidance on appropriate and realistic job choices, job search methods, and informational sources regarding available jobs, job application construction, and the application process with the expected outcome of job placement, .
Temporary Work Experience	For those offenders who lack a recent work history, references, or job skills, a temporary work experience or transitional employment in the public or private sector shall be utilized to develop a work history. Training time shall be measured in hours for this type of service
Try-Out Employment	Subsidized try-out employment is with an employer offering a position with the intent of job retention. A portion of the offender's wages shall be paid by the Offender Success program at a negotiated hourly rate with offender success funding not to exceed ½ of the state's minimum wage rate and not to exceed a duration longer than 120 hours. The employment opportunity must be in an area of skill building, aligning with permanent employment opportunities in the community.
On-The-Job Training	On-the-job training is an activity that reimburses the employer for the costs of skill development and training a new employee for a specific job. The expectation of on-the-job training is that the employer will retain the offender as a full-time employee after completion of the training agreement.
Work Supplies	Work Supplies may include justifiable interview and work clothing including boots, work tools or other special training and job work related required items. Books and testing fees associated with obtaining licensure or Certified Drivers License if required for job placement.
Job Development Specialist t	, Job Development shall include employer outreach and recruitment efforts, incentive information dissemination, post-placement follow-up with employers or parolees for purposes of employee support, job retention, troubleshooting, and/or intervention with employed parolees. Job Retention activities must include verifying in writing with either the employer or the supervising parole agent that the parolee has maintained employment, the average hours of work per week and wage rate. Also must include working with prison staff (e.g., Employment Counselors, Reentry Facility Coordinators) to facilitate employment workshops, orientations, job fairs, in connecting employers with offenders prior to their release into the community.

An offender may receive one service, a combination of services, or all of the services for: Job Readiness, Vocational Assessment, Job Search or Work Supplies. An offender may only receive one of the following: Temporary Work Experience, Try-out Employment or On-the-Job Training.

#### **SOCIAL SUPPORT:**

Authorized Services:

Clothing Assistance	Clothing Assistance is defined as non-employment related clothing. The preferred method of purchase is utilization of a voucher.
Hygiene/Food Assistance	Care packages that contain basic items for personal grooming (soap, shampoo, toothbrush, toothpaste, lotion, comb, deodorant, razor, shaving cream, haircut vouchers) or basic food items to assist parolees with their transition from prison-to-community.



Identification	<p>Essential documents such as valid Michigan State identification card, driver's license and reinstatement fees, road testing fees, testing facility vehicle rental fee if offender does not have a vehicle birth records, marriage license, divorce papers and ICE-Employment Authorization Cards needed to provide identification for as required for employment, housing and benefit processing.</p> <p>Enhanced driver's license and enhanced state ID cards <b>are not</b> allowable expenses.</p> <p>ICE-Employment Authorization Cards will be reimbursable only with authorization of the FOA Co-Chair or designated FOA staff member.</p> <p>Funds shall cover Michigan Secretary of State - Standard Reinstatement Fee only.</p>
Law Enforcement	<p>Costs associated shall only include supervision and monitoring activities such as Night Hawk and local transition meetings and orientation events for participants and law enforcement personnel.</p> <p>Note: Funding is not to be utilized to provide food at these events.</p>
Mentoring	<p>Mentoring includes:</p> <ul style="list-style-type: none"> <li>• Mentee recruitment and outreach and retention</li> </ul> <p>One-time mentor/mentee training and orientation</p> <p>Mentor shall include one or more of the following:</p> <ul style="list-style-type: none"> <li>• Life coaching</li> <li>• Improving social skills and accepting authority</li> <li>• Group and individual activities targeted at creating intentional relationships and impacting intrinsic motivation.</li> </ul> <p>Funding for group activities involving non-reentry participants will only be reimbursed based upon the percentage of those offenders referred for mentoring activities as verified by a CFJ 140.</p>
Pro-Social Activities	<p>Pro-Social Activities may include graduation ceremonies (lunch and/or certificate), designed to reward good behavior, progress and recognize achievement.</p>
Public Transportation	<p>Transportation services provided by local transit authorities and available to the general public. Allowable costs include bus passes, bus tokens, vouchers and co-pays to access Government subsidized/public transit systems.</p>
Private Transportation	<p>Private Transportation may only be used as the option of last-resort.</p> <p>Allowable costs may include fuel cards, bicycles and transport services negotiated at favorable per trip or per mile rates.</p> <p>Authorized private transportation services may be provided to meet offender conditions of parole</p>

Resource Specialist	Providing case coordination activities necessary in providing these services. These services should include assessing needs and providing supportive services, collaborating with others to address situational barriers, and using other community agencies for additional necessary services.
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### **Health and Behavioral Health:**

#### Authorized Services:

Cognitive Behavioral Groups	<p>All of the below must be tied to address COMPAS assessment results of the offender and be gender-responsive.</p> <ul style="list-style-type: none"> <li>• Structured Approach (written curriculum).</li> <li>• Group and Individual Services must be gender-specific, with group services not allowing for co-mingling for female and male enrollees.</li> <li>• Documentation regarding what offenders are supposed to learn and what is supposed to change.</li> <li>• Success tracking to demonstrated proficiency.</li> <li>• Identify theoretical basis for identified activities which should involve one or more of the following: <ul style="list-style-type: none"> <li>○ Cognitive Restructuring</li> <li>○ Problem Solving</li> <li>○ Social Skills Development</li> <li>○ Moral Development</li> </ul> </li> </ul>
Batterer Intervention Services	<p>Includes both domestic violence risk assessment/intake and batterer prevention/intervention programming. Both types of services must adhere to Batterer Intervention Standards for the State of Michigan created by the 1998 Governor's Task Force on Batterer Intervention Standards. (<a href="#">1998 Batterer Intervention Standards</a>). Group and Individual Services must be gender-specific, with group services not allowing for co-mingling for female and male enrollees.</p>
Assessment	<p>Assessment of mental health need must be made by a "Mental Health Professional" as defined by the Mental Health Code (MCL 330.1100b).</p> <p>Assessment is defined as a mental health assessment/intake to address mental health treatment and needs.</p>
Group Counseling	<p>Group Counseling is the preferred method of treatment and includes group psycho-therapeutic treatment, integrated dual-disordered treatment when mental illness is the primary diagnosis, or trauma recovery treatment. Group and Individual Services must be gender-specific, with group services not allowing for co-mingling for female and male enrollees.</p>
Individual Counseling	<p>If a Mental Health Professional makes the determination that group therapy is not appropriate or is not available in the community for the offender, Individual Counseling is allowable.</p> <p>This type of counseling is to be brief solution-focused outpatient counseling, regular psychotherapeutic treatment, or integrated dual-disordered treatment when mental illness is the primary diagnosis.</p>

Family Counseling	<p>Family Counseling and Support Services require an assessment of need. Those providing services are expected to provide counseling that is cognitive-based.</p> <p>All short-term family counseling services must:</p> <ul style="list-style-type: none"> <li>• be specific to the unique needs of the client;</li> <li>• accommodate new admissions at any time;</li> <li>• be facilitated by qualified and trained staff.</li> </ul>
Psychiatric Evaluation	<p>This service may be used to determine the appropriate level of mental health care, pharmaceutical treatment or to establish a diagnosis.</p> <p>This service may include initial drug testing for medication monitoring.</p>
Prescription Psychotropic Medication	<p>Medications prescribed to treat mental health diagnosis.</p> <p>This is allowable only as a stop gap measure for continuum of mental health care.</p> <p>Medication will be provided to maintain the offender's level of health in addressing a pre-existing mental health condition.</p>
Medication Review	<p>Review of prescription history to assess medication needs and to create an action plan that will assure continuity of prescription medical care.</p> <p>Allowable costs may include laboratory testing to assess medication levels.</p>
Prescription Medication Health Care	<p>This is allowable only as a stop gap measure for continuum of medical care.</p> <p>Medication will be provided to maintain the offender's level of health in addressing a pre-existing medical condition.</p>
Resource Specialist	<p>Providing case coordination activities necessary in providing these services. These services should include assessing needs and coordinating supportive services, collaborating with others to address situational barriers, and using other community agencies for additional necessary services.</p>

#### **Operations Support:**

Community Coordinator	Reimbursable costs may include salary, fringe benefits, supplies, materials, facilities.
Travel Community Coordinator	Travel costs associated with the Community Coordinator's regular job duties.

Outreach & Education	Continual outreach, education and advocacy in working within local communities. Outreach and education activities must be approved by the Offender Reentry Unit. Written verification of the program attended which may include any of the following: presentation materials, agendas, and promotional documents.
In-Reach	Services including vendor or staff coordination, facilitation, and/or participation during In-Reach sessions or orientations for participants pre-release, either in person, via teleconference, or telephone.
Training & Professional Development	Training & Professional Development activities must be Reentry specific and pre-approval from the Offender Reentry Unit. These trainings and activities must follow the State of Michigan Travel Regulations.
General Administration (Up to 20% of total budget)	<p>Reimbursement to include overhead costs: accounting, payroll, audit, legal, insurance, contracting, monitoring, staff recruitment, board support, and administrative supervision Administrative costs should be direct-billed whenever possible. Reimbursement for MIS (Management Information Systems) includes only those costs associated with maintaining MDOC data reporting requirements.</p> <p>Otherwise-allowable costs that cannot be identified with a specific program may be apportioned to multiple programs, including Offender Success, utilizing one or more bases that distribute the cost(s) across all programs in reasonable proportion to the benefits received. An agency that charges allocated costs to this program must provide a copy of its cost allocation plan to the MDOC Finance Division.</p>



**STATE OF MICHIGAN**  
**ENTERPRISE PROCUREMENT**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **1**

to

Contract Number **071B7700204**

<b>CONTRACTOR</b>	Macomb/St. Clair Workforce Development Board, Inc.
	21885 Dunham Road
	Clinton Township, MI 48036
	John Bierbusse
	586-469-5220
	john@macomb-stclairworks.org
	CV0032010

<b>STATE</b>	<b>Program Manager</b>	Chris Trudell	MDOC
		517-241-5674	
		trudellc@Michigan.gov	
	<b>Contract Administrator</b>	Courtney Flores	DTMB
		517-249-0452	
		floresc@michigan.gov	

CONTRACT SUMMARY				
OFFENDER SUCCESS ADMINISTRATIVE AGENCY SERVICES (Region 6 and 10)				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
September 12, 2017	March 31, 2022	4 - 1 Year; 1 - 6 Month	March 31, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$7,844,753.29	\$0.00	\$7,844,753.29		
DESCRIPTION				
Effective May 9, 2018, the Exhibit Q Service Level Agreements (SLAs) on this Contract are hereby updated and replaced per revised attachment, Exhibit Q - Service Level Agreements.				
Please note the Contract Administrator has been changed to Courtney Flores, per Section 2 and 3 of the Standard Contract Terms.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				

# STATE OF MICHIGAN

Contract No. 071B7700204  
Offender Success Administrative Agency Services

## EXHIBIT Q SERVICE LEVEL AGREEMENTS (SLAs)



### MICHIGAN DEPARTMENT OF CORRECTIONS Procurement, Monitoring, and Compliance Division

<b>Agency/Vendor:</b> Macomb/St. Clair Workforce Development Board, Inc– Region 6 and 10
<b>Contract #:</b> 071B7700204
<b>Effective Date:</b> 9/12/2017
<b>Metric: 1. Financial and Program Oversight</b>
<b>Definition and Purpose:</b>
The Contractor must serve as the Administrative Agency (AA) responsible for the administration of State Contract funds. The AA will provide financial and programmatic oversight of Offender Success (OS) funded services and activities in accordance with Exhibit A Statement of Work: Section 1.6 B.
<b>Data Source:</b>
Subcontract, Service Agreement and/or Memorandum of Understanding. Monthly Expenditure Report, Offender Success Data Collection Spreadsheet and General Ledger.
<b>Methodology:</b>
The State will review the submission of approved, signed, and executed subcontracts, service agreements and/or memorandum of understandings to ensure timeliness and compliance with contract requirements.
<b>Acceptable Standard:</b>
All approved and executed subcontracts, service agreements and/or memorandum of understandings shall be submitted to the State by the 14 <sup>th</sup> calendar day of the month services commenced. One or more signed and approved executed subcontracts, service agreements and/or memorandum of understandings submitted beyond 14 calendar days of service commencement will be considered an occurrence.
<b>Amount for Failing to Meet Service Level Agreement:</b>
A \$500 credit to the State will be assessed for each occurrence that fails to meet the Acceptable Standard. For any credit that is assessed, it will be deducted from a subsequent invoiced payment.
<b>Metric: 2. Financial</b>
<b>Definition and Purpose:</b>
The Contractor must provide Offender Success Data Collection Spreadsheet and Monthly Expenditure Report Forms of all OS funded services and activities to the State in accordance with Exhibit A: Statement of Work: 6.1.A and Exhibit J.
<b>Data Source:</b>
Monthly Expenditure Report, Offender Success Data Collection Spreadsheet and General Ledger.
<b>Methodology:</b>

The Offender Success Data Collection Spreadsheet shall be submitted timely and accurately by the 20th calendar day following the monthly reporting period. Accuracy will be reviewed monthly and corrections will be requested as needed. Verification of accuracy may include reviews of: offender files, subcontractor invoices, State databases, and other verifications of expenditures.
<b>Acceptable Standard:</b>
The Contractor must provide timely spreadsheets, reports and ledgers as required by the State. The Contractor must provide accurate spreadsheets, reports and ledgers as required by the State. Each month the State receives untimely spreadsheets, reports and/or ledgers will be considered an occurrence. Each month the State receives inaccurate spreadsheets, reports and/or ledgers will be considered an occurrence. Inaccurate is defined as any error which would impact accurate billing or a Key Performance Metric.
<b>Amount for Failing to Meet Service Level Agreement:</b>
A \$250 credit to the State will be assessed for each occurrence that fails to meet the Acceptable Standard for Data Collection Spreadsheets, Expenditure Reports and general ledgers with 10 or fewer errors contained within one or more of these documents. A \$500 credit will be assessed for Data Collection Spreadsheets, Expenditure Reports and general ledgers with 11 or more errors contained within one or more of these documents and/or untimely spreadsheets. For any credit that is assessed, it will be deducted from a subsequent invoiced payment.
<b>Metric 3. Financial and Program Oversight</b>
<b>Definition and Purpose</b>
To insure effective Offender Success operations of Offender Success funded activities and services, the Administrative Agency is expected to conduct periodic reviews of vendor service provision, documentation, and billing in accordance with Exhibit A: Statement of Work: 1.6 I.
<b>Data Source:</b>
Subcontractor Site Review Reports
<b>Methodology:</b>
At least once during each Contract year, the Contractor must conduct a formal on-site review of each subcontractor's operations and provide copies of the site review reports to the State as soon as practicable, but no later than 30 days following completion of the report. At a minimum, the review must include: <ol style="list-style-type: none"> <li>1. Compliance with subcontract financial requirements.</li> <li>2. Compliance with subcontract programmatic requirements.</li> <li>3. Compliance with subcontract performance measures and outcomes.</li> <li>4. Compliance with correcting deficiencies cited in prior reviews.</li> </ol> <p>The State reserves the right to attend any formal on-site reviews conducted by the Contractor.</p>
<b>Acceptable Standard:</b>
Any subcontractor site visit not conducted and documented by the end of each Contract Year will be considered an occurrence. Any subcontractor site visit review reports that are not provided to the State later than 30 days following the completion of the report will be considered an occurrence.
<b>Amount for Failing to Meet Service Level Agreement</b>
A \$500 credit to the State will be assessed for each occurrence that fails to meet the Acceptable Standard. For any credit that is assessed, it will be deducted from a subsequent invoiced payment.
<b>Metric: 4. LEIN</b>
<b>Definition and Purpose:</b>
The contractor will provide the Law Enforcement Information Network (LEIN) Form to the Michigan Department of Corrections (MDOC) in accordance with contract standard 3.8.A.
<b>Data Source:</b>
Macomb/St. Clair Workforce Development Board, Inc Staff Roster.
<b>Methodology:</b>

The MDOC will review the submission of the LEIN Information Form to ensure timeliness and compliance with contract requirements.
<b>Acceptable Standard:</b>
All contracted employees must be LEIN cleared by the MDOC prior to commencement of any work for or with MDOC offenders and yearly thereafter. Each employee that fails to meet this standard is considered to be an occurrence.
<b>Amount for Failing to Meet Service Level Agreement:</b>
A \$500 credit to the State will be assessed for each occurrence that fails to meet the Acceptable Standard. For any credit that is assessed, it will be deducted from a subsequent invoiced payment.

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# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. Allegan, Lansing MI 48913  
P.O. Box 30026, Lansing, MI 48909

## NOTICE OF CONTRACT

CONTRACT NO. **071B7700204**

between

THE STATE OF MICHIGAN

and

<b>CONTRACTOR</b>	Macomb/St. Clair Workforce Development Board, Inc.
	21885 Dunham Road, Suite 11
	Clinton Township, MI 48036
	John Bierbusse
	(586) 469-5220
	john@macomb-stclairworks.org
	*****7847

<b>STATE</b>	<b>Program Manager</b>	Chris Trudell	MDOC
		(517) 241-5674	
		trudellc@michigan.gov	
	<b>Contract Administrator</b>	Joshua Wilson	DTMB
		(517) 284-7027	
		WilsonJ31@michigan.gov	

CONTRACT SUMMARY			
<b>DESCRIPTION:</b> Offender Success Administrative Agency Services (Region 6 – St. Clair County and Region 10 – Macomb County) – Michigan Department of Corrections (MDOC)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 12, 2017	March 31, 2022	4 – 1 Year; 1 – 6 Month	
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
<b>THIS IS NOT AN ORDER.</b> This Contract Agreement is awarded on the basis of our inquiring RFP No. 007117B0011697. Orders for delivery will be issued directly by Departments through the issuance of a Purchase Order Form.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$7,844,753.29</b>

**FOR THE CONTRACTOR:**

**MACOMB/ST. CLAIR WORKFORCE  
DEVELOPMENT BOARD, INC.**

Company Name

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Authorized Agent (Print or Type)

\_\_\_\_\_  
Date

**FOR THE STATE:**

\_\_\_\_\_  
Signature

**Tom Falik, Services Category Director**

Name & Title

**DTMB Procurement**

Agency

\_\_\_\_\_  
Date



# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Macomb/St. Clair Workforce Development Board, Inc. ("**Contractor**"), a Michigan corporation. This Contract is effective on September 12, 2017 ("**Effective Date**"), and unless terminated, expires on March 31, 2022. The period of September 12, 2017 through October 1, 2017 will be for implementation and transition for the Contractor during this period. The Contractor must begin providing all services, without interruption, on October 1, 2017.

This Contract may be renewed for up to four additional one-year period(s) and one six-month period. Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Joshua Wilson 525 West Allegan St. Lansing, MI 48929 <a href="mailto:WilsonJ31@michigan.gov">WilsonJ31@michigan.gov</a> (517) 284-7027	John Bierbusse 21885 Dunham Road, Suite 11 Clinton Township, MI 48036 <a href="mailto:john@macomb-stclairworks.org">john@macomb-stclairworks.org</a> (586) 469-5220

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Joshua Wilson 525 West Allegan St. Lansing, MI 48929 <a href="mailto:WilsonJ31@michigan.gov">WilsonJ31@michigan.gov</a> (517) 284-7027	John Bierbusse 21885 Dunham Road, Suite 11 Clinton Township, MI 48036 <a href="mailto:john@macomb-stclairworks.org">john@macomb-stclairworks.org</a> (586) 469-5220

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Chris Trudell 206 E. Michigan Ave Lansing, MI 48929 (517) 241-5674 <a href="mailto:trudellc@michigan.gov">trudellc@michigan.gov</a>	Patty Madigan 21885 Dunham Road, Suite 11 Clinton Township, MI 48036 <a href="mailto:pmadigan@macomb-stclairworks.org">pmadigan@macomb-stclairworks.org</a> (586) 783-4712

**Contract Monitor.** The Contract Monitor will work with the State and Contractor Program Managers if performance concerns are identified. The Contract Monitor will review, document, and assess Contractor performance to this agreement. :

State: Contract Monitor
Tim Ball 206 E. Michigan Ave Lansing, MI 48929 (517) 290-3234 <a href="mailto:ballt2@michigan.gov">ballt2@michigan.gov</a>
Milton Shoup 206 E. Michigan Ave Lansing, MI 48929 (517) 285-5914 <a href="mailto:shoupj@michigan.gov">shoupj@michigan.gov</a>

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations  <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
<b>Umbrella or Excess Liability Insurance</b>	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within five business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

- 7. Extended Purchasing Program Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all Extended Purchasing Program payments made to Contractor under the Contract including MiDEAL Members, and other states (including governmental subdivisions and authorized entities). Administrative Fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget  
Cashiering  
P.O. Box 30681  
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

- 8. Extended Purchasing Program.** Upon written agreement between the State and Contractor, this Contract may be extended to: (a) MiDEAL members, (b) other states (including governmental subdivisions and authorized entities), or (c) State of Michigan employees. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

- 9. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
- 10. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 11. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 12. Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 13. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 14. Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

- 15. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
- 16. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by

the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

**17. Reserved.**

**18. Reserved.**

**19. Reserved.**

**20. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

**21. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.

**22. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

**23. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for

cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

The Contractor may terminate this Contract due to non-payment by the State of non-disputed amounts due and payable under the terms of this Contract, as required by Section 20 of this Contract. Contractor may not terminate this Contract for non-payment if: 1) the State disputes any or all of the outstanding amounts due to the Contractor; or 2) the State is unable to provide payment due to non-appropriation or lack of appropriation. If the State is unable to pay undisputed but outstanding amounts due to non-appropriation or lack of appropriation, the State may terminate this Contract for convenience, pursuant to Section 24 of this Contract. Further, Contractor may only terminate this Contract for non-payment upon 30 days advance written notice to the State, and if the State fails to render payment on any non-disputed amounts due after receipt of written notice and expiration of the 30 day cure period.

**24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

**25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 120 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

**26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

**27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against 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.



**28. Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

**29. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

**30. Reserved.**

**31. State Data.**

- a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
- b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
- c. Extraction of State Data. Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. Backup and Recovery of State Data. Unless otherwise specified in Schedule A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Schedule A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
- e. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all

claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. This section survives termination or expiration of this Contract.

**32. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

### **33. Data Privacy and Information Security.**

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

### **34. Reserved.**

### **35. Reserved.**

### **36. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

### **37. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

- 38. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 39. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 40. Reserved.**
- 41. Reserved.**
- 42. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
- 43. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 44. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 45. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 46. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 47. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
- 48. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
- 49. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 50. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-

NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
54. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

# STATE OF MICHIGAN

Contract No. 071B7700204  
Offender Success Administrative Agency Services

## EXHIBIT A STATEMENT OF WORK CONTRACT ACTIVITIES

### PROJECT REQUEST

This is a Contract for the Michigan Department of Corrections (MDOC) for Community Based Offender Success Services for parolees returning to the community. Specifically, this Contract is for community-based offender services throughout Michigan that will lead to Offender Success. The Contractor must achieve three Key Performance Measurements (KPMs) for parolees: (1) Initial Job Placement Rate; (2) 12 month Employment Retention Rate; (3) Three Year Return to Prison Rate. The ultimate goal of this model is lawful employment placement and retention with housing and other auxiliary services provided to support this goal. Success will be measured through tracking and monitoring regional rates for all enrolled offenders. The Contractor must acquire and coordinate assistance with other service providers. This includes developing and maintaining community partnerships to achieve a coordinated structure to leverage other federal, State, community and non-profit services, assistance, and training programs while maximizing widest possible service offerings available. Focused networking efforts are required with institutions of higher learning (e.g., community colleges); trades and technical training schools; and employers to develop training programs and their funding streams. Program development will be informed by regional employer expectations with the goal of building a seamless pipeline for moving offenders into market-demand jobs.

### MISSION

The mission of the Michigan Offender Success Model is to reduce crime by implementing a seamless plan of services, supervision, and opportunities developed with each offender and delivered through State and Regional collaboration with the ultimate goal of obtaining sustainable employment and self-sufficiency.

The mission is accomplished by targeting service provision to meet the identified needs of returning offenders, thereby reducing their risk of recidivism and enhancing their employment opportunities.

### VISION

The vision of the Michigan Offender Success Model is that every offender released from prison will have the tools needed to succeed in the community and the opportunity to utilize those tools to be productive, self-sufficient citizens.

### BACKGROUND

The Michigan Offender Success Model is in alignment with Governor Snyder's plan for "Reinventing Michigan" in the following key areas: Reinvent Our Government, Restoring Our Cities, and Winning in Michigan through Relentless Positive Action. The State will achieve this alignment by:

- Establishing a State/Regional collaborative partnership to develop and implement services and programs targeting the needs of returning offenders; including strengthening partnerships with the subcontractor community and leveraging relationships with public and private institutions such as workforce development agencies and community colleges.
- Utilizing Key Performance Measurements that measure Recidivism Rates and Employment Placement and Retention Rates of the Offender Success participants. The State and the subcontractor community will work in partnership in identifying, facilitating and developing the elements required to meet these targets.
- Developing Performance Based Contracts for service regions aligned with the Governor's Prosperity Regions.

### Offender Success Site Configuration – Alignment with the Governor's Regional Prosperity Initiative (RPI).

Incentives supporting the RPI were included in the Governor's Fiscal Year (FY) 2014 Executive Budget Recommendation to encourage local private, public and non-profit partners to create vibrant regional economies. The legislation was signed into law as part of the FY 2014 budget (59 PA 2013). The RPI empowers local governments within a region to better determine and affect the factors that drive economic prosperity through recognition that those local partners, who are well-informed and well-resourced, are in a better position to make those decisions.

For more information on the Governor's Regional Prosperity Initiative including regional maps, go to:

<http://www.michigan.gov/dtmb/0,5552,7-150-66155---,00.html>. Offender regions will be aligned consistent with the Governor's RPI. **See Exhibit E – MDOC Offender Success Regional Map.**

### Michigan's Reentry Model

In 2003, the Michigan Reentry Model was developed with assistance from the National Institute of Corrections (NIC) and the National Governors Association (NGA). In 2005, under the Governor's leadership, the model was piloted with Statewide implementation completed in 2007. A Reentry Local Governance Structure was established for developing, implementing and

monitoring local reentry services. The structure participants include MDOC, administrative agencies, local governmental entities, local community entities and non-profits. **See Exhibit F – Offender Success Regional Governance Structure.**

The Michigan Offender Success Model provides the Contractor with detailed information on the 3-phase reentry model currently in use. **See Exhibit G –Offender Success Governance Structure Description of Roles and Responsibilities.**

The below table provides bidders with the number of offenders served by Offender Success Region for the most recent two State Fiscal Years with available data.

<b>Offenders served by Offender Success Region</b>		
Offender Success Region	Fiscal Year 2014	Fiscal Year 2015
Region 1	99	121
Region 2	240	226
Region 3	146	139
Region 4	1,442	1,491
Region 5	417	359
Region 6	601	547
Region 7	381	305
Region 8	1,166	1,117
Region 9	749	697
Region 10	2,345	2,377
<b>Totals</b>	<b>7,586</b>	<b>7,379</b>

#### Phase I - Prison

Offenders enter the MDOC through an intake facility where they are administered a variety of assessments in determining their: criminogenic risks and needs; mental health status; substance abuse use/abuse; employment readiness and educational needs. Specialized assessments are also administered, when appropriate, in determining risk of sexual re-offending and violence. Assessment results are used in developing individualized Transition Accountability Plans (TAPs) case plans, contained within MDOC's case management system. These case plans identify and track program participation responsive to each offender's assessed needs with enrollment access based on targeting higher risk offenders as a priority.

Once completed at intake, the case plan is then reviewed by the offender and the MDOCs' Parole Board with offenders given a clear expectation that full participation in prescribed programming will enhance their readiness for parole-release and be considered for purposes of Parole-Board decision-making on their release from prison on parole.

Throughout their stay in prison, the case plan is considered a dynamic tool, used by correctional staff, documenting program referrals and participation in response to the emerging needs and risks offenders during their prison-stay. Correctional staff has developed a listing of Core Programming matched to each offender's assessed needs and risks in the Core areas of: cognitive thinking programs; violence prevention programs; social support programs; substance abuse programs; vocational skills; and employment readiness training. The Department of Corrections is committed to providing timely programming to offenders prior to their Earliest Release Date, when possible, to provide offenders with the opportunity to move forward with parole in the Offender Success Model. For a listing of programs offered within MDOC's prisons, **See Exhibit H – MDOC Approved Prison Based Programs.**

A key component of the MDOC's Offender Success model is developing marketable employment skills based on the identified employment needs of the individual Prosperity Regions. As part of their intake assessment, prisoners receive recommendations for the completion of a GED or a vocational program that matches their skills and the in-demand jobs in the communities to which they will be returning. A variety of vocational training programs are operating within prisons throughout the state as part of this model which provide national certifications recognized by employers such as:

Trade Area	Certifying Agency	Certification Area	Current Facilities
Auto Mechanics	MI State Bureau of Automotive Regulations	<ul style="list-style-type: none"> <li>• Engine Repair,</li> <li>• Automatic Transmission</li> <li>• Manual Transmission</li> <li>• Suspension/Steering Systems</li> <li>• Electrical Systems</li> <li>• Heating/Air Conditioning</li> <li>• Engine Tune-up/Performance</li> <li>• Pre-1973 Vehicles</li> </ul>	R. Handlon Corr. Fac. Parnall Corr. Fac. Women's Huron Valley
Building Trades Carpentry	National Center for Construction Education and Research	<ul style="list-style-type: none"> <li>• Core</li> <li>• Carpentry Fundamentals</li> </ul>	Bellamy Creek Corr. Fac. Central Mich. Corr. Fac. Chippewa Corr. Fac.

			Women's Huron Valley Macomb Corr. Fac. Pugsley Corr. Fac. R. Handlon Corr. Fac. Thumb Corr. Fac. Parnall Corr. Fac. Saginaw Corr. Fac. Marquette Branch Prison
Food Technology Hospitality	American Hotel and Lodging Association Educational Institute  National Restaurant Association	<ul style="list-style-type: none"> <li>• Skills, Tasks, and Results Training</li> <li>• S.T.A.R.T</li> <li>• ProStart</li> <li>• ServSafe Manager</li> </ul>	Earnest C. Brooks Corr. Fac. Chippewa Corr. Fac. Lakeland Corr. Fac. Macomb Corr. Fac. Saginaw Corr. Fac. Womens Huron Valley Carson City Corr. Fac. G. Robert Cotton Corr. Fac. Gus Harrison Corr. Fac. Muskegon Corr. Fac. Thumb Corr. Fac.
Machine Tool/CNC Programming	LearnCNC	<ul style="list-style-type: none"> <li>• Haas Milling Machine Setup, Operation, and Programming</li> <li>• Haas Lathe Setup, Operation, and Programming</li> <li>• Immersive Engineering</li> </ul>	R. Handlon Corr. Fac.
Optical Dispensing	American Board of Opticianry (ABO) National Contact Lens Examiners (NCLE)	<ul style="list-style-type: none"> <li>• National Opticianry Competency Examination through ABO</li> </ul>	Gus Harrison Corr. Fac.
Custodial Maint. Technology	TPC Training Systems and Schoolcraft Publishing	<ul style="list-style-type: none"> <li>• Chemical Hazards, Blood Borne Pathogens/Bio-Hazard Clean-Up (American Red Cross)</li> </ul>	Womens Huron Valley Kinross Corr. Fac. Ojibway Corr. Fac. Parnall Corr. Fac. St. Louis Corr. Fac.
Welding	National Center for Construction Education and Research (NCCER)  American Welding Society	<ul style="list-style-type: none"> <li>• Custom program to meet AWS standards</li> <li>• AWS SENSE beginning welders certification</li> </ul>	R. Handlon Corr. Fac. Kinross Corr. Fac. Muskegon Corr. Fac.

A variety of Workforce Development Components are implemented within prisons throughout the state such as:

Workforce Development Components		
	Certifying Agency	Certification Area
<b>Employment Readiness</b>		
<ul style="list-style-type: none"> <li>• Digital Literacy</li> <li>• Workforce Development</li> <li>• Financial Literacy</li> </ul>	<ul style="list-style-type: none"> <li>• Microsoft Corporation</li> <li>• MDOC</li> <li>• FDIC</li> </ul>	<ul style="list-style-type: none"> <li>• Microsoft Digital Literacy</li> <li>• Modules developed by Houghton Mifflin Harcourt for MDOC</li> <li>• FDIC/MoneySmart</li> </ul>
Workkeys (at all prison facilities)	<ul style="list-style-type: none"> <li>• ACT WorkKeys</li> </ul>	<ul style="list-style-type: none"> <li>• National Career Readiness Certificate</li> </ul>
Certificate of Employability	<ul style="list-style-type: none"> <li>• MDOC</li> </ul>	<ul style="list-style-type: none"> <li>• Issued to qualifying prisoners no more than 30 days prior to parole</li> </ul>

#### Focused Efforts at the Vocational Village

As part of its Offender Success efforts, the MDOC has established a Vocational Village pilot at the Richard A. Handlon Correctional Facility in Ionia, Michigan. The goal of the vocational village is to create a positive learning environment for prisoners who are serious about completing Career and Technical Education. This milieu provides a community-within-a-prison for offenders who share a common goal of improving their lives through education and employment in their chosen career field. A



second Vocational Village is planned for Parnall Correctional Facility in Jackson, Michigan and may be operational by the Contract start date.

All offenders at the Vocational Village will have the opportunity to access Offender Success services in the community, including job placement assistance. The Facility has an Employment Counselor that will work collaboratively with Job Developers employed through the Contractors, to place graduates into jobs upon their release into the community. In support of that effort, approximately 60 days prior to their release, prisoners receive intensive pre-release planning assistance to include, at a minimum, the following activities: **See Exhibit M – Offender Success In-Reach Process Flow and Description of Activities** for a description of these activities:

1. Developing Home Placement Option
2. Community Orientation – Expanded to allow employers recruited through Job Development efforts to visit the facility
3. COMPAS TAP Development
4. Transition Team Meeting

The focus of these additional pre-release efforts will be to better position offender- graduates to obtain employment prior to release or shortly after returning to their communities and will include each offender's transitional needs (e.g., housing, transportation, etc.).

#### Phase II – Transition to Community

- a. Securing vital documents prior to release on parole is a top priority. Obtaining documents such as birth records, social security cards, DD-214 (military discharge record) and State I.D. cards prior to parole release will enhance efficiency in obtaining employment and benefits-access for released offenders. To support this effort, a staff position has been created within MDOC's Reentry Division to coordinate these efforts within Michigan's prison system. Statewide coordination of these efforts will ensure that document tracking occurs at key points during incarceration from intake through parole release with the goal that all released offenders have the vital documentation necessary to efficiently obtain state-issued identification, employment and benefits-access upon their release. The MDOC pays to obtain certain vital documents, such as birth certificates, and obtain expedited social security cards for selected offenders prior to release.

- b. Employment Readiness Information Transfer –Responsibilities

MDOC Reentry Education Administration - The Employment Counselors are the lead case manager for completing the Work Force Development Referral Packets, and are also a resource that can be used by Field Agents and community service providers to obtain clarification on completed referrals/programs during an offender's time in prison. The Employment Counselor is responsible for creating the final packet, and forwarding it to the assigned Field Agent at least prior to the scheduled Transition Team Meetings. MDOC education staff will maintain a database of Workforce Development Referral Packets for all offenders (receiving Transition Team meetings or not). MDOC Reentry Administration Education Section staff can send or re-send the packets as necessary upon the request of Field Agents.

FOA Field Agents - The Field Agent is the primary case manager. It is the Field Agent's responsibility to ensure receipt of the Workforce Development Referral Packet and review its content when determining the appropriateness of an employment referral. The Field Agent will continue to monitor an offender's job search, employment and employment retention; working directly with any applicable community based employment providers, and other leveraged community based resources that can assist our offenders with employment.

Contractors –Use the information contained within the Workforce Development (WFD) Packets to only prescribe those employment services necessary to place offenders into employment. This prevents duplication of effort through providing only those services that advance-upon the training, education and documentation already attained prior to the Contractor working with the referred offender.

- c. Employment Readiness Information Transfer – Process

The MDOCs' Education Section works with correctional facilities and Field Agents to provide information for determining post-release community based referrals. Workforce Development (WFD) Referral Packets are started at intake and completed by MDOC education staff (Employment Counselors or Employment Readiness Instructors) at release. The below table provides a complete listing of materials which may be contained within each WFD packet.

Workforce Development Packet Listing	
a. CAREERSCOPE Assessment PROFILE REPORT	n. RESUME DOCUMENT*
b. GED/High School Diploma	o. CERTIFICATE OF EMPLOYABILITY
c. College Transcript(s)	p. Microsoft Digital Literacy Certificate

d. Military Transcript(s)	q. Latest Test of Adult Basic Education (TABE) Scores
e. Licenses/Certificates (earned prior to incarceration)	r. ACT WorkKeys Career Readiness Certificate
f. Birth Certificate	s. Burning Glass
g. Social Security Card	t. Free Application for Federal Student Aid (FAFSA)
h. Driver License/State ID Card	u. Resume
i. Industry/Vocational Certificate(s)	
j. Samples of 363's	
k. Financial Literacy CERTIFICATE (Money Smart)	
l. EMPLOYMENT READINESS PROGRAM CERTIFICATE	
m. WORKFORCE DEVELOPMENT PROGRAM CERTIFICATE	

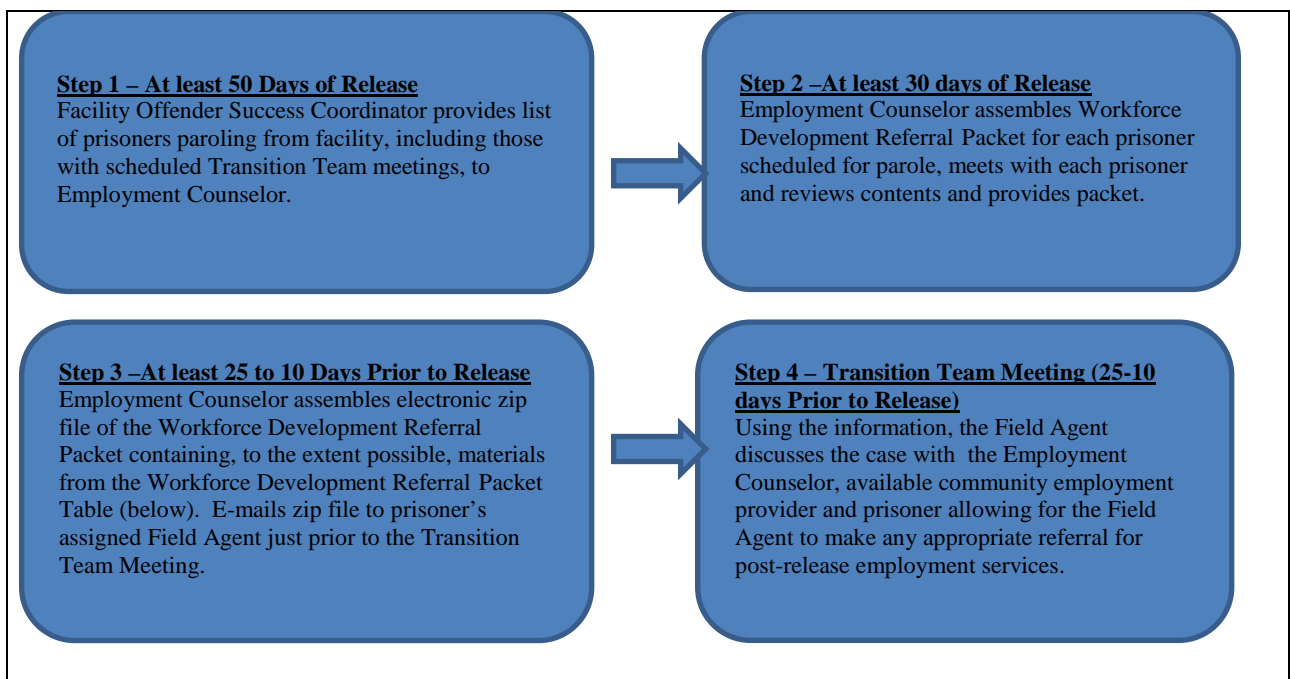
**\*Resume Document** – Collection of information including a copy of OTIS face sheet, prison misconduct history, prison programming history, GED or other educational degrees, listing of prison work assignments and original certificates for any educational or vocational program completions.

Two processes have been developed which allow the Education Section to share the Workforce Development Referral Packets with the Field Agent, both pre-release and post-release.

#### 1. Pre-Release for Parole (P70) and Special Alternative Incarceration (SAI) Populations Housed at Designated In-Reach Facilities

Prior to release, a Transition Team meeting will be scheduled that will include the offender, MDOC Field Agent, and an employment resource specialist employed by the Contractor. Upon being notified of the Transition Team meeting by the Reentry Facility Coordinator, the MDOC school staff (Employment Counselor, Employment Readiness Instructor, or Central Office Education Section staff) will provide a copy of the Workforce Development Referral Packet to the Field Agent and will meet with the prisoner to review the Packet's contents. The Field Agent determines the level of appropriate involvement of the community-based employment Contractor, generally as part of the Transition Team meeting and forwards the electronic zip file of the Workforce Development Referral Packet if needed.

#### Steps Summarizing Pre-Release Information Sharing Process



#### 2. Post-Release for Offender and SAI Populations

Workforce Development Referral Packets are available to the Field Agent from the point of conducting Initial Orientations (just after prison-release) until parole discharge. If the Field Agent determines that community based employment services are needed to assist the offender with obtaining employment, the Field Agent will contact the assigned Employment Counselor covering the Offender Success Region where the offender is under supervision and request the Workforce Development Referral Packet. Upon reviewing the packet, the Field Agent determines the level of appropriate involvement of the community based Offender Success employment Contractor, forwarding the Workforce Development Referral Packet if needed.

a. In Reach Facilities – Core Activities

Select Prisons within Michigan have been designated as staging areas for offender populations currently identified by the Parole Board to receive transitional services prior to their release or as a condition of their stay for offenders sentenced to the Special Alternative Incarceration (SAI) program. Specialized staff begins working with offenders approximately 60-120 days prior to their release to address needs such as employment readiness and securing viable home placements. Community involvement during the in-reach period may extend, at a minimum, to assisting with Community Orientations and Transition Team meetings. **See Exhibit M – Offender Success In-Reach Process Flow and Description of Activities** for a description of core activities and timeframes, including how Community Orientations and Transition Team Meetings are conducted and who's involved in the process. **See Exhibit E – MDOC Offender Success Regional Map** for a listing of In-Reach facilities and the Regions they serve.

### Phase III – Community & Discharge

This final phase of the model begins at the point when offenders leave prison and continues until their discharge from community supervision. During this phase the offender, MDOC Field Agent and service providers collaborate to optimize the offender's chances for successful adjustment within their community. Collaborative Case Management (CCM) is necessary, but done in such a manner that it increases the likelihood of employment and retention, including maintaining positive relationships between supervising agents and employer, as well as ensuring that contacts between the Field Agent and the offender do not jeopardize the offender's placement and retention.

Job development efforts continue to occur during this phase, geared at recruiting and retaining employers to place offenders into market-demand jobs, preferably in career-fields offering further opportunities for advancement and economic stability. Services coupled with effective case management and supervision are provided to address other needs such as housing, transportation, health and behavioral health care, etc.

Regional Steering Teams (ST), operating within the Offender Success Regional Governance Structure (OSRGS), providing planning oversight whereby the community and the MDOC come together to collaborate locally within each Offender Success Region on developing solutions and leveraged resources for programs, services and job development efforts. State funding, administered through contracts with local Offender Success Administrative Agencies, combined with leveraged resources support services, programming, job development efforts as well as maintaining the OSRGS model.

### OTHER ROLES

1. MDOC – Reentry Division/Contract Section (RD/CS)  
The MDOC's RD/CS provides performance oversight for State-funded contracts for community-based services for offenders targeting needs for; housing, job placement, social support and health and behavioral health. The section also manages activities to prepare offenders for release at designated In-Reach Facilities across the State.
2. MDOC – Procurement Monitoring and Compliance Division (PMCD)  
The MDOC's PMCD provides procurement and contract compliance oversight for State-funded contracts for Offender Success services provided in the community.

### SCOPE

Achieve three Key Performance Measurements (KPMs) for Offender Success Program offenders: (1) Initial Job Placement Rate; (2) 12 month Employment Retention Rate; (3) Three Year Return to Prison Rate.

1. Service Provision and Brokering – provide and/or broker services for offenders referred by the State within four general areas of: Housing, Employment, Health and Behavioral Health and Social Support.
2. Establish and maintain the Offender Success Regional Governance Structure towards:
  1. Obtaining Regional input on developing and implementing response strategies addressing the achievement of three KPMs through a Regional ST and supporting Advisory Council(s).
  2. Implementing Regional processes including allowing for performance feed-back on service activity and outcomes for the sharing of ideas for issue resolution and decision-making.
  3. Providing administrative support to include ensuring that Community Coordinator responsibilities are fulfilled.
3. Complete, and submit, monthly Offender Success Data Collection Spreadsheet documenting service enrollments and costs necessary to meet State reporting and budgeting needs.
4. Provide Project Management oversight for all activities required of the Contract.

## REQUIREMENTS

### 1. General Requirements

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

#### 1.1. Transition

The Contractor must ensure to work in partnership with the MDOC, all out-going Administrative Agencies and service providers, to deliver uninterrupted services and administrative support to ensure the continuity of care to the offenders, including infrastructure of systems, staffing and service providers. The Contractor is responsible for a customized plan of action to ensure a seamless transition in all aspects of Contracted services. To accomplish this, the Contractor activities must include, but are not limited to, the following:

1. Regular, scheduled communication with key MDOC personnel, Regional STs and Advisory Councils and services providers;
2. Recruitment initiatives designed to retain incumbent personnel;
3. Implementation of a comprehensive orientation and in-service training program;
4. Transition of services from current contractors;
5. Michigan Affordable Care Act transition and implementation activities;
6. Development of systems to ensure monthly data collection for cost-reporting and service activities are in place.
7. Ensure the availability of key staff is in place to receive training for monthly data collection and reporting.
8. Planning around job development and recruitment for employers.
9. Key objectives are accomplished by October 1, 2017:
  - a. Continue In-Reach activities for participation in Transition Team Meetings and Community Orientations
  - b. Establish ST and Advisory Council (AC) body membership
  - c. Service agreements in place

**Within 10 days of Contract Award Date, the Contractor must submit a revised, expanded, detailed narrative of their transition project plan to the State Program Manager (PM).** The Contractor must continue to revise the transition plan and submit to the MDOC PM no less than on a monthly basis until all items have been successfully implemented, per the MDOC PM's input on progression of, or acceptance of, each item.

#### 1.2 Services

1.2.A. The MDOC does not guarantee the Contractor a minimum number of referrals. The Contractor cannot refuse any State referrals for services. The Contractor must serve all offenders including High Risk, High Need offenders referred to them for services. The Contractor must provide contract services to transgender and non-gender conforming offenders.

1.2.B. Employment Readiness Services: The Contractor must provide employment readiness services that will facilitate and enhance the success of obtaining employment for offenders referred to the Contractor for employment assistance as described within the MDOC's Offender Success Service Parameters issued by the State. Providing case coordination activities necessary in achieving the employment measurements including: enrollment into training programs, assessing needs and providing supportive services, collaborating with others to address situational barriers, and using other community agencies for additional necessary services.

Due to the changing nature of the employment environment, innovative approaches and services are necessary in training and matching offenders to market demand jobs based on their interests, acquired skills and motivation to seek and obtain lawful employment.

- a. The Contractor must adhere to **Exhibit N – MDOC Offender Success Service Parameters** for services.
- b. New and innovative training programs are encouraged. The Contractor will provide innovative training programs to include, but not limited to, the following:
  1. The Contractor will leverage partnerships with Michigan Rehabilitation Services and Michigan Works employment agencies for GED and adult education programs.
  2. The Contractor will partner with local employers for on the job training for various skill levels. Contractor will also assist with reentry citizens in applying for Federal Student Aid (FAFSA), Pell Grants and other federal job training funds.
- c. The Contractor shall draw on existing training programs within the State and provide training programs they will make available for referred offenders to include, but not limited to, the following:
  1. The Contractor will utilize existing partnerships, the Steering Team, MDOC Vocational Village, employment counselors, FOA, Michigan Rehabilitation Services, and Michigan Works to identify additional training programs

including, but not limited to: employment readiness workshops, fidelity bonding program, job/career fairs, Michigan Training Connect, veterans' services, Workforce Innovation and Opportunity Act (WIOA) Adult Program, Work Opportunity Tax Credit (WOTC), Senior Community Service Employment Program (SCSEP), and career training programs.

- d. The Contractor must use the information contained within the Workforce Development Packets (WDF) to only prescribe employment services necessary to place offenders into employment.
- 1.2.C. Job Development Services: The Contractor must provide job development services to recruit and retain employers to promote successful job placement and retention efforts as described within the MDOC's, Offender Success Service Parameters issued by the State. The Contractor must provide monthly updates, within **Exhibit I - Community Coordinator Monthly Report**, identifying those employers they've successfully worked with in job placement and retention efforts.
- a. The Contractor must adhere to **Exhibit N – MDOC Offender Success Service Parameters** for services.
  - b. New and innovative job development approaches are encouraged. The Contractor must provide a complete description of job development efforts to both place and retain offenders in employment. The approach must describe any linkages to businesses and business-alliance groups to include, but not limited to, the following:
    - 1. The Contractor will utilize partnerships identified in Section 1.2.B., b. as well as partnering with the St. Clair County Economic Development Alliance (EDA) for job placement services.
- 1.2.D. Residential Stability Services: The Contractor must provide housing services as described within the MDOC's Offender Success Service Parameters issued by the State. The Contractor must provide case coordination activities and should include: assessing needs and providing supportive services, collaborating with others to address situational barriers, and using other community agencies for additional necessary services.
- a. The Contractor must adhere to **Exhibit N – MDOC Offender Success Service Parameters** for services.
  - b. The Contractor must provide comprehensive Residential Stability Services and match these services to the assessed needs of the offender. The Contractor must provide creative approaches and services that will facilitate successfully meeting the three KPMs and underlying measurements to include, but not limited to, the following:
    - 1. 24/7 Structured Housing – The Contractor will leverage partnership with Salvation Army's MORE House and Macomb's Answer to Temporary Shelter (MATTS) for 24/7 structured supervised housing services. Contractor will utilize Huron House for residential stability services in St. Clair County.
    - 2. Base Housing/Rents – Contractor will assist with budgeting, locating housing that will pass a safety inspection, review lease terms with reentry citizens and assist in sustaining reentry citizens in their homes. Contractor will leverage partnerships with local landlords to provide short-term temporary housing.
    - 3. Housing Supplies – Contractor will address basic house cleaning supplied by organizing a church-based housing supplies drive. Other household goods will be procured through a voucher system with Salvation Army Thrift Stores and Goodwill Industries.
- 1.2.E. Social Support Services: The Contractor must provide Social Support Services as described within the MDOC's Offender Success Service Parameters issued by the State. The Contractor must provide case coordination activities and should include: assessing needs and providing supportive services, collaborating with others to address situational barriers, and using other community agencies for additional necessary services as offenders referred to employment and housing assistance may require social support services to address situational barriers to achieving good employment outcomes.
- a. The Contractor must adhere to **Exhibit N – MDOC Offender Success Service Parameters** for services.
  - b. The Contractor must provide comprehensive Social Support Services and match these services to the assessed needs of the offender. The Contractor must provide creative approaches and services that will facilitate successfully meeting the three KPMs and underlying measurements to include, but not limited to, the following:
    - 1. The Contractor's social support services will include assistance with vital documents (birth certificates, State ID, Driver's License, etc.), clothing, hygiene, and public transportation.

- 1.2.F. Health and Behavioral Health Services: The Contractor must provide Health and Behavioral Health Services as described within the MDOC's Offender Success Service Parameters issued by the State. The Contractor must provide case coordination activities including assessing needs to assist and facilitate securing benefits access to include health/mental care within the Healthy Michigan Plan and the Federal Affordable Care Act.
- a. The Contractor must adhere to **Exhibit N– MDOC Offender Success Service Parameters** for services.
  - b. The Contractor must provide comprehensive Health and Behavioral Services and match these services to the assessed needs of the offender. The Contractor must provide creative approaches and services that will facilitate successfully meeting the three KPMs and underlying measurements to include, but not limited to, the following:
    1. The Contractor will partner with cognitive behavioral health groups for anger management, beyond trauma (gender specific for females), and parenting services; batterer intervention service providers such as SENICA and the Center for Human Resources; prescription psychotropic medication and prescription medication health care service providers.
    2. The Contractor will utilize My Bridges partnership to aid reentry citizens in applying for Healthy Michigan as well as navigating the Federal Health Insurance Marketplace in offering coordinated care ensuring eligibility for special enrollment, Medicaid or CHIP, and assistance beginning new enrollments for health care coverage.
- 1.2.G. The services provided must be authorized within the Service Parameters issued by the State.
- 1.2.H. State funds must be expended in accordance with the Offender Success Financial Guide (Exhibit R) issued by the State.

**1.3. Key Performance Measures (KPMs)**

- 1.3.A. Initial Job Placement (JP) Rate - Unsubsidized Full-Time Employment - Percentage of offenders enrolled in employment services that are placed into a full-time market-demand job, or two or more jobs, with wages not funded whole, or in part, with State and/or federal government employment funds. Employment consists of at least 30 hours per week or 20 hours per week combined with Social Security Income. Contractor must verify hourly wage earnings, occupation and hours worked. For self-employment, Contractor must verify occupation, income and calculate hours worked.

Bonus Qualification: To meet or exceed the determined baseline. The regional job placement baseline rate will be evaluated annually based on the data provided by Offender Success Contractors. For every 3% increase or decrease in a Contractor region's baseline job placement rate, their KPM is proportionally increased or decreased by 1%. For example, first year baseline employment rate of 25%, the Contractor achieves a 29% for that year; the following year's KPM will be 26%. Percentages rounded up/down to the nearest decile percentage point (0.0%).

Bonus/Credit Eligibility: Must have minimum of 10% of all enrollments for the KPM Year covering the period from April 1 to March 31 for employment services (as the bonus/credit incentive is derived from identifying 10% of the Administration Costs for this KPM). Offender enrollments for Work Supplies (only) are excluded from the JP KPM.

Bonus/Credit Application annually on a KPM Year basis for:

Year 1, (April 1, 2018 – March 31, 2019) will be dedicated to gathering data, provided by Contractors, in establishing a baseline Initial Job Placement Rates for each Region.

Year 2 and 3 (April 1, 2019 – March 31, 2021) will apply the KPM for Contractors to exceed the established percentage by region for the bonus with credit for falling 20% or lower of the established baseline rate. Years 4 and Beyond (April 1, 2021– forward) will apply the KPM for Contractors to meet or exceed their established percentage for the bonus with credit for falling 20% or lower of the established baseline rate.

- 1.3.B. 12 Month Job Retention (JR) Rate – Percentage of offenders who were initially employed (full-time unsubsidized job) and remain employed for a period of 12 consecutive months. The rate tracks the employment status at 12 months post-job placement or until discharge from MDOC's Supervision, whichever occurs first. No break in employment for 30 consecutive calendar days.

Bonus Qualification: The regional job retention baseline rate will be evaluated annually based on analysis of Contractor-reported employment data. For every 3% increase or decrease in a Contractor region's baseline employment retention rate, their employment retention KPM is proportionally increased or decreased by 1%. For example, first KPM year baseline employment retention rate of 25%, the Contractor achieves a 29% for that year; the following year's KPM will be 26%. Percentages rounded up/down to the nearest decile percentage point (0.0%).

Bonus/Credit Application annually on a KPM Year basis:

KPM Year 1 and 2, (April 1, 2018 – March 31, 2020) will be dedicated to gathering data, provided by Contractors, in establishing a baseline 12-month Job Retention Rates for each Region. Allowing two years will ensure that those placed into a job (in KPM Year 1) are tracked for retention during KPM Year 2. KPM Year 3 and beyond, (April 1, 2020 – Forward), will apply the KPM for Contractors to exceed the established percentage by region for the bonus with credit for falling 20% or lower of the established baseline rate.

- 1.3.C. Return To Prison (RTP) Rate: The percentage of offenders enrolled in services that return to prison within the first 36 months of enrollment date (for enrollments occurring post-release) or their parole release date (for enrollments occurring prior to parole release). The RTP is defined as return to prison as a result of a sustained parole violation or new sentence.
  - a. Enrollments Prior to Prison Release - The parole release dates are used to track the success rates for offenders that are: 1) enrolled within the Contractor's program; and 2) participate in prison In-Reach services within 60 days of the parole release date. The RTP is tracked from the date the offender is released from prison.
  - b. Enrollments Occurring Post-Prison Release - The Contractor enrollment date, reported on the monthly Offender Success Data Collection Spreadsheet, is used when tracking success rates for offenders who have been referred by a Field Agent to the Contractor post-prison release. The RTP is tracked from the date the offender is enrolled by the Contractor into the program.
  - c. Bonus Qualification: The RTP rate is to be less than or meet the determined baseline. Baseline will be evaluated annually after the first 36 months. Bonus/Credit to be paid/assessed on an annual basis after the first 36 months. The yearly measurement will look at those offenders that achieve the 36 month requirement. Percentages rounded up/down to the nearest decile percentage point (0.0%). The RTP will only apply to enrollments into:
    1. All Residential Stability Services except enrollments which received Housing Supplies only
    2. All Job Placement Services except enrollments which received Work Supplies only.
    3. Only Social Support Services for Mentoring only
    4. All Health and Behavioral Health Services except enrollments for Psychiatric Evaluation, Prescription Medications and Medication Reviews
  - d. Bonus/Credit Application annually on a KPM Year basis:  
Year 4 (April 1, 2021 and beyond) will apply the KPM for Contractors who are less than or meet the established percentage by region with the first bonus or credit to be applied after April 1, 2022, to evaluate the Year 1 enrollees (considered as one cohort) against the three year RTP rate for that region. Credit is applied for being above the established baseline rate by 20% or more.
  - e. The RTP KPM is to be less than or meet determined percentage by region. Contractors will be provided current regional rates in advance of the April 1, 2021 for applying this KPM in Year 4.

#### 1.4. **Offender Success Regional Governance Structure (OSRGS)**

- 1.4.A. The Contractor must ensure that a ST is established and its staffing is representative of the surrounding community in terms of public safety, job development and training interests. Further, the Contractor must ensure that the ST is led by the group's four Co-Chairs (Administrative Agency Co-Chair, State-FOA Co-Chair, State-Correctional Facilities Administration (CFA) Co-Chair, and Community Co-Chair).
- 1.4.B. The Contractor must appoint a State member of the Offender Success Co-Chair representative body to the Contractor's Governing Board if allowable by the Contractor's bylaws or agency regulations.
- 1.4.C. The Contractor must ensure processes are in place for ST input on planning and resource leveraging for developing local solutions to achieve public safety through recidivism reduction and employment for returning offenders.
- 1.4.D. The Contractor must ensure that processes are in place to seek, develop and leverage other funding sources ensuring that State funding is used as gap funding to support services to returning offenders to include, but not limited to, the following:
  - a. The Contractor will partner with Prosperity Now (formerly CFED) as well as philanthropists who are researches (i.e., Annie E Casey Foundation) as funders who assist with scientific studies on the impact of offender success models.
- 1.4.E. The Contractor is responsible for the administrative support responsibilities and activities for the Regional Governance Structure as outlined in **Exhibit F, Offender Success Regional Governance Structure Description of Roles and Responsibilities** to include:
  - a. Program, fiscal monitoring and reporting to ensure program fidelity and Contract compliance.
  - b. Appointment of a management level staff person to the ST as the Administrative Agency Co-Chair.
  - c. Provide project management oversight covering day-to-day operations of the Contract with the State.
- 1.4.F. The Contractor must ensure that the Community Coordinator responsibilities are performed to include a minimum of:

- a. Staffing STs and Advisory Councils
  - b. Documents and circulates best practices learned from a variety of sources to be incorporated in day-to-day service provision.
  - c. Providing high level technical assistance to service providers; consultation on program development; partnership negotiations and leadership capacity building.
  - d. Monitor the effectiveness of programs in all stages of service delivery beginning with requests for proposals through the monitoring of outcomes.
- 1.4.G. The Contractor must ensure that a Regional Offender Success Advisory Council is established to create a strong base for community support and act as a vehicle for public education with the chairperson of that council selected to represent the council and serve as the Community Co-Chair on the ST.

**1.5. Establishing and Leveraging Partnerships**

- 1.5.A. The Contractor must establish and leverage partnerships with local human service agencies, workforce development agencies, housing authorities, local units of government, Faith-Based and/or Community Organizations (FBCO), educational institutions, employers and other entities necessary to provide services and support for enrolled offenders.
- 1.5.B. The Contractor must establish and maintain a data system for tracking funding for services and support which the Contractor is able to leverage to support enrolled offenders and make information available to the State, upon request.
- 1.5.C. **Service Navigation Guide**  
The Contractor must develop a Navigation Guide for Local Services for the Offender Success Region they are contracted to provide services. The Guide must have input from the local ST and be approved by the local Co-Chairs. The Guide must be updated annually, when additions or deletions occur, or as directed by the State. The Guide must be provided to the local FOA Co-Chair and serve as a tool for Field Agents to assist in their orientation of offenders on available services within the Offender Success Administrative Agency Service Contract and for referring offenders to those services deemed appropriate by the Field Agent to address their needs.

At a minimum, the guide must provide for a collection of county fact sheets (one fact sheet for each county covered within the Offender Success Region) by the Contractor so that individual fact sheets can be shared with, and used as a tool by, each FOA Field Office within the Offender Success Region serviced by the Contractor. Each county fact sheet must include the following, at a minimum:

- a. Contact Information: Name, address, phone and website (if available) for processing CFJ-140 referrals for contracted services. Contractors may develop a brief process-flow for Field Agents to summarize the referral process.
- b. Menu of Services with a brief description of each service (both State Contract funded and leveraged by the direct efforts of the Contractor which would not be otherwise available to offender populations) that Field Agents may process a CFJ-140 referral form for accessing. The menu should subscribe to the Service Category/Service Type format to be consistent with **Attachment N – MDOC Offender Success Service Parameters**.

**1.6. Financial and Program Oversight**

- 1.6.A. The Contractor must submit to the State-FOA Co-Chair and the State for review, an unsigned copy of all subcontracts or agreements which derive their funding from State Contract funds. The State reserves the right to disapprove or otherwise disallow State funding within the subcontract or agreement. Such disallowance or disapproval will be for cause and provided in writing to the Contractor by the State within 30 calendar days of submission to the State by the Contractor.
- 1.6.B. The Contractor must submit to the State a signed, executed copy of each approved subcontract or agreement which derives its funding from State Contract funding within 14 calendar days of service commencement.
- 1.6.C. The Contractor must not contract with any party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in State or federal programs. The State suspension and debarment listing can be accessed at: [http://www.michigan.gov/documents/buymichiganfirst/DebarredVendorList\\_230774\\_7.pdf](http://www.michigan.gov/documents/buymichiganfirst/DebarredVendorList_230774_7.pdf)  
The federal debarment listing can be accessed at: <https://www.sam.gov/portal/SAM/##11>
- 1.6.D. The State may request the removal of Contractor personnel to work under this Contract with the State, if found, in the judgment of the State, to be unacceptable. This request will be in writing and for cause.
- 1.6.E. The Contractor must act as the Administrative Agency responsible for the administration of State Contract funds. The Contractor will be responsible for all financial expenditures and for providing financial reports and documentation as required by the State. The Contractor will be responsible for the legitimacy of all expenditures reported by all subcontractors. Expenditures that are not approved by the State may be deemed void and not reimbursable. The



Contractor must maintain a financial management system which fully and accurately accounts for the use of funds it administers. At a minimum, the system must include all of the following:

1. A separate, special revenue fund to account for revenues received and expenditures made under this Contract.
  2. Source documentation to support offender referrals, Contractor expenses, and expenditure of Contract funds. Copies of source documentation must be provided to the State upon request. Original source documentation may be maintained either by the Contractor or, for an expense incurred by a subcontractor, by the subcontractor. Source documentation must be available for review at the Contractor's place of business upon request from the State.
  3. Financial controls that assure appropriate separation of duties in the approval and payment of expenses.
  4. A uniform accounting system that conforms to Generally Accepted Accounting Principles.
  5. A process that minimizes the time between receipt of revenue from the State and disbursement of payments to service providers in order to maintain services without interruption.
  6. Written procedures for the procurement of goods and services consistent with all of the following:
    - A. Assuring that the State receives the best value for goods and services.
    - B. Avoiding real or apparent conflicts of interest.
    - C. Selecting subcontractors and suppliers on a competitive basis to the maximum extent practicable consistent with the objectives and requirements of this Contract.
    - D. At a minimum, the procedures must include steps that identify circumstances under which quotes are obtained or competitive bidding is to be conducted, and that provide for individuals engaged in procurement of goods or services to certify the absence of any conflicts of interest. When feasible, the Contractor should participate in intergovernmental agreements for procurement of equipment and supplies.
  7. Ensure that Administrative Costs within a subcontract or agreement derive their funding from either, or a combination of, leveraged funding and/or Administrative Costs within the Contract with the State.
- 1.6.F. The State Contract funding may be used as matching funds, with the approval of the State, to acquire additional public and private resources.
- 1.6.G. The Contractor must provide projections of total year-end spending by category, as specified by the State.
- 1.6.H. A Budget Adjustment Request (BAR) form must be completed by the Contractor and submitted to the State when requesting to shift funding between approved Service Categories and when requesting an increase to the total approved budget. A proposed funding change is not effective until a BAR is approved by the State. The Contractor must follow the following process for submitting a BAR to the State for processing and/or approval:
1. Obtain approval from the ST Co-Chairs.
  2. Provide justification/rationale for the movement of funds.
  3. Submit on the BAR form provided by the State.
- 1.6.I. At least once during each Contract Year, the Contractor must conduct a formal on-site review of each subcontractor's operations and provide copies of the site review reports to the State as soon as practicable, but no later than 30 days following completion of the report. At a minimum, the review must include:
1. Compliance with subcontract financial requirements.
  2. Compliance with subcontract programmatic requirements.
  3. Compliance with subcontract performance measures and outcomes.
  4. Compliance with correcting deficiencies cited by prior reviews.
- The State reserved the right to attend any formal on-site reviews conducted by the Contractor.
- 1.6.J. The Contractor must submit complete and accurate data, as required by the State, with Offender Success Data Collection Spreadsheet due to the State by the 20th calendar day following the monthly reporting period.

## **2. Acceptance**

### **2.1. Acceptance, Inspection and Testing**

The State will use the following criteria to determine acceptance of the Contract Activities: Section 16 Acceptance of the Standard Contract Terms.

## **3. Staffing**

### **3.1. Contractor Representative**

The Contractor must appoint one Contractor Representative, specifically assigned to this State of Michigan account that will respond to State inquiries regarding the financial activities answering questions related to billing, ordering, etc. The Contractor must notify the State's Contract Administrator at least 30 calendar days before removing or assigning a new

Contractor Representative. The Contractor Representative must be available Monday – Friday, 8:00 a.m. to 5:00 p.m. EST.

Contractor Representative:

Patty Madigan, Program Specialist  
21885 Dunham Road, Suite 11  
Clinton Township, MI 48036  
(586) 783-4712  
[pmadigan@macomb-stclairworks.org](mailto:pmadigan@macomb-stclairworks.org)

**3.2. Reserved**

**3.3. Reserved**

**3.4 Work Hours**

The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 8:00 a.m. to 5:00 p.m. EST, and possible night and weekend hours depending on the requirements of the project.

**3.5. Key Personnel**

- 3.5.A. The Contractor must appoint one individual as Project Manager who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.

Contractor's Key Personnel:

Paula Keena, Community Coordinator/Project Manager  
18A Market Street  
Mt. Clemens, MI 48043  
(586) 469-7044  
[pkeena@macomb-stclairworks.org](mailto:pkeena@macomb-stclairworks.org)

Paula may also be located at:  
100 McMorran Blvd., 6<sup>th</sup> Floor  
Port Huron, MI 48060  
(810) 966-3323  
[pkeena@macomb-stclairworks.org](mailto:pkeena@macomb-stclairworks.org)

- 3.5.B. The Contractor's Project Manager interacts with the designated personnel from the State to insure a smooth transition and will coordinate all of the activities of the Contractor personnel assigned to the project. The responsibilities of the Contractor's Project Manager include, at a minimum:

1. Manage all defined Contractor responsibilities in this Scope of Services.
2. Manage oversight of Contractor's subcontractors, if any
3. Develop the project plan and schedule, and update as needed
4. Serve as the point person for all project issues
5. Coordinate and oversee the day-to-day project activities of the project team
6. Assess and report project feedback and status
7. Escalate project issues, project risks, and other concerns
8. Review all project deliverables and provide feedback
9. Proactively propose/suggest options and alternatives for consideration
10. Prepare project documents and materials
11. Manage and report on the project's budget

- 3.5.C. The State's Program Manager will provide the following support including:

1. Provide access to State facilities, as needed.
2. Coordinate the State resources necessary for the project.
3. Facilitate coordination between various external Contractors.
4. Facilitate communication between different State departments/divisions.
5. Resolve project issues.
6. Escalate outstanding/high priority issues.
7. Conduct regular and ongoing performance review of the project to confirm that it meets original objectives and requirements.
8. Conduct contract performance monitoring and oversight activities.

9. Review and sign-off of invoices.

The State's Contract Monitor duties will include, but not be limited to, supporting the management of the Contract including:

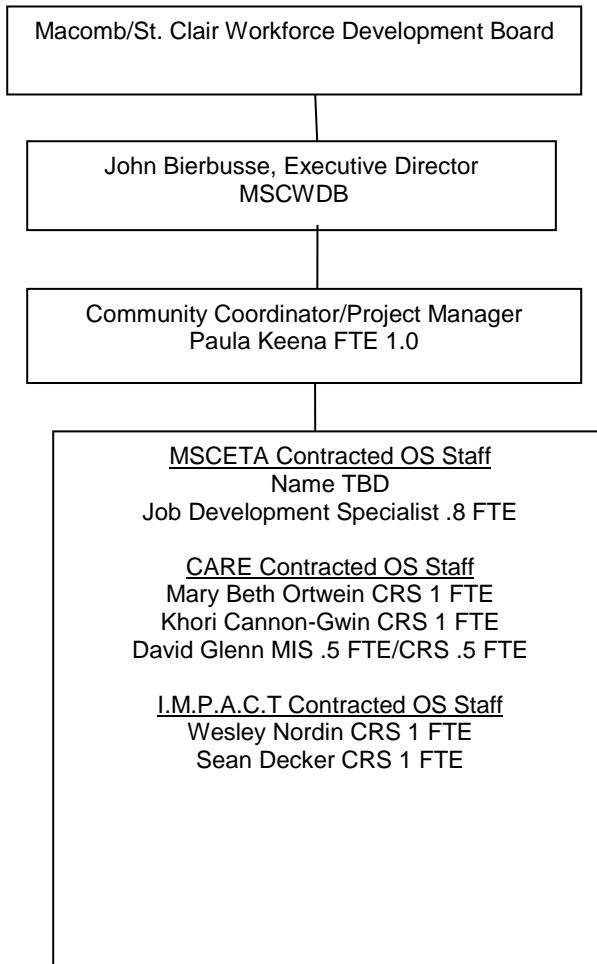
1. Provide acceptance and sign-off of deliverable/milestone.
2. Review and sign-off of invoices.
3. Resolve project issues.
4. Conduct regular and ongoing Contract compliance review of the project to confirm Contract compliance with standards and objectives.
5. Conduct Contract compliance monitoring and oversight activities.

- 3.5.D The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

1. For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$5,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.
2. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the \$5,000.00 credit specified above, Contractor will credit the State \$166.67 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$5,000 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed \$10,000 per individual.

### 3.6. Organizational Chart



### 3.7. Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following to the Program Manager. Subcontractors cannot be used until they are approved in writing by the Program Manager:

- A. The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- B. The relationship of the subcontractor to the Contractor. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- C. A complete description of the Contract Activities that will be performed or provided by the subcontractor. Of the total Contract, the price of the subcontractor's work.

### 3.8. Security

3.8.A. Due to the Contractor and subcontractor staff having access to working with offenders (prisoners, parolees, probationers), the Contractor and subcontractor(s) must complete the Law Enforcement Information Network (LEIN) Information Form providing the necessary information for those employees working under the Contract that provide direct services, handle offender records and/or provide supervisory services to staff performing any of the previously identified functions. The Contractor must pay any costs related to the performance of the LEIN. The LEINs must be conducted to ensure that those staff working under the Contract have no outstanding warrants, no active personal protection orders for domestic violence, are not currently on probation or parole or otherwise under the jurisdiction of any federal, State, county or local criminal justice agency, for a minimum of two years. The LEIN Information Form must be sent to the MDOC Program Manager prior to staff working with MDOC offenders and yearly following approval.

In Addition, if an employee of the Contractor or subcontractor has a conviction for any of the following they may not be permitted to enter any MDOC facility which houses prisoners:

1. Engaging in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution (as defined in 42 U.S.C. 1997);
2. Been convicted of engaging in, attempting to engage in or conspiracy to engage in sexual activity facilitated by force, overt or implied threats of force or coercion, or if the victim did not consent or was unable to consent or refuse; or
3. Been civilly or administratively adjudicated to have engaged in the activity described in Number 2 above.

3.8 B. Contractor and subcontractor staff may be required to complete and submit an RI-8 Fingerprint Card for Finger Print Checks to the State-MDOC.

3.8.C. **Prison Rape Elimination Act (PREA) of 2003: Public Law 108-79, Sept. 4, 2003.**

The Prison Rape Elimination Act (PREA) of 2003 – Public Law 108-79, September 4, 2003 requires the Michigan Department of Corrections (MDOC) to prevent, detect, and respond to sexual abuse in confinement facilities. This requirement extends to any Contractor, its staff and subcontractors.

In accordance with the PREA requirements (**Exhibits V and W**), all correctional type facilities that contract with the MDOC must comply with the Federal Prison Rape Elimination Act, 28 CFR Part 115. The contractor must be audited by a certified PREA compliance auditor once during each PREA audit cycle (currently August 20, 2016 – August 19, 2019). Additionally, the MDOC is required to monitor its contractors' compliance with the PREA standards.

The Contractor must provide the MDOC with proof of its facility's compliance with PREA by the end of each PREA audit cycle. This includes a completed audit report and/or letter of compliance from the certified PREA auditor conducting the PREA audit. The Contractor must maintain compliance or show positive progress toward compliance throughout the duration of the Contract (including any extension). The MDOC may inspect the Contractor to verify continued compliance or positive progress toward compliance at any time. The Contractor must cooperate with and provide reasonable assistance to MDOC staff conducting inspections.

Failure to abide by these standards will be considered a breach of Contract.

3.8.D. The Contractor will require all staff employed through their agency working inside a MDOC secure facility to read and sign the MDOC Vendor Handbook for Employees Entering a Secure Facility (**Exhibit T**) upon Contract Effective Date. The Contractor will require all staff employed through their agency that will not be working inside a MDOC secure facility to read and sign the MDOC Vendor Handbook for Vendor Employees Not Entering a Secure Facility (**Exhibit U**) upon Contract Effective Date. The purpose of the MDOC Vendor Handbooks is to provide the Contractor with general information regarding basic requirements of working within MDOC facilities, provide notice of work rules and consequences of rule violations. The Contractor must provide copies of each signed Employee Acknowledgement to the MDOC Program Manager, at the completion of the employee's orientation. If changes are made to the Vendor Handbooks, the Program Manager will provide the most recent copies of the Vendor Handbooks by email.

**4. Project Management**

The Contractor's Project Manager identified in Section 3.5 must maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Program Manager on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

- Description of issue
- Issue identification date
- Status – pending resolution
- Resolution date
- Resolution description

**4.1. Project Plan**

The Contractor will carry out this project under the direction and control of the State's Program Manager. Within 10 calendar days of Contract Award Date, the Contractor must submit a project plan covering items A and B below to the Program Manager for final approval. The Contractor must continue to revise the transition plan (see Sections 1.1 and 4.1.A) and submit to the MDOC Program Manager on a monthly basis, or as requested, until all items have been successfully implemented and accepted as completed by the State's Program Manager.

The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required. Note: Contractors will not be compensated nor reimbursed for efforts with carrying out approved project plans through March 31, 2017.

4.1.A. **Reserved.**

4.1.B. Contract Project Plan – Post services begin date of October 1, 2017

The Contractor must provide a detailed Contract project plan. This project plan should explain the project goals and objectives the Contractor would like to accomplish within the Contract period, the activities and tasks necessary to complete the work, and the roles and responsibilities of the staff who will be completing those tasks. The plan should address how problems will be identified, how data will be analyzed to illustrate trends and outcomes for areas of improvement, and how you will work with Regional STs, Advisory Councils and Co-Chairs to identify any barriers that are impacting services for developing solutions. The plan should contain a communication component that details how you will share information with MDOC, Regional STs, Advisory Councils and Co-Chairs and identify an escalation process, how opportunities for improvement will be identified and shared, and the Contractor personnel who will be responsible for each of these areas. The Resource Navigation Guide must be completed during this period in a format determined by the State.

#### **4.2. Meetings**

The Contractor must attend meetings as requested by the State.

#### **4.3. Reporting**

Contractors must submit the following reports:

##### **A. Community Coordinator Monthly Report:**

Contractor staff must complete a Community Coordinator Monthly Report (**See Exhibit I – Community Coordinator Monthly Report**) provided to the State by the 20<sup>th</sup> day following the monthly reporting period. The report summarizes Community Coordinator activities during the monthly reporting period towards staffing the Steering Team and Advisory Council(s), summarizing related meetings and issues, new programs and initiatives to be implemented, barriers and their intended solutions and any assistance they are requesting from the State. Identifying those employers successfully worked with in job placement and retention efforts.

##### **B. Monthly Data Collection Spreadsheet:**

The Contractor must complete and submit accurate data as required by the State with data collection reports due to the State by the 20<sup>th</sup> calendar day of each month, (**See Exhibit J – Offender Success Data Collection Spreadsheet Requirements and Instructions**).

#### **5. Ordering**

##### **5.1. Authorizing Document**

The appropriate authorizing document for the Contract will be a Purchase Order.

#### **6. Invoice and Payment**

##### **6.1 Invoice Requirements.**

6.1.A. The Contractor must submit accurate monthly expenditure reports for only those services which were incurred, or otherwise charged, under the current month's bill. The Contractor must ensure that its subcontractors submit timely and accurate invoicing. Expenditure reports are due by the 20<sup>th</sup> of the month immediately following the month being billed. Failure to submit timely accurate expenditures to the State may result in non-reimbursement.

6.1.B. All invoices submitted to the State must include:

- a. An accurate expense report on the correct form provided by the State (**See Exhibit O – Monthly Expense Report**)
- b. A detailed monthly and a fiscal year-to-date general ledger report that identifies State Contract revenues and expenses
- c. Contract and/or Purchase Order Number.

Additional information may be required at the discretion of the MDOC, and may include, but not be limited to, any of the following:

- a. Copies of offender sign-in sheets utilized to track service delivery and cost.
- b. Copies of logs to document distribution of bus tokens and similar items.
- c. Copies of invoices from subcontractors.
- d. Mileage logs
- e. Copies of invoicing documentation to support general ledger and data collection spreadsheet entries

##### **6.2. Payment Methods**

The State will make payment for Contract Activities through Electronic Fund Transfer (EFT).

##### **6.2.A. Bonus and Credits (Also See Exhibit C)**

Bonus payments and credit costs (to the State) for achieving or underperforming on Key Performance Measures will be completed on an annual basis for each KPM Year with Contractors receiving payments or withholdings by July 31 following each year ending March 31.

These payments/withholdings will be against Contractors Total billable Administration Costs for the KPM Year achieving/underperforming on KPMs.

#### Bonus Payment/Credit Schedule

Key Performance Measure	KPM Year 1 April 1, 2018 – March 31, 2019	KPM Year 2 April 1, 2019 – March 31, 2020	KPM Year 3 April 1, 2020 – March 31, 2021	KPM Year 4 April 1, 2021 – March 31, 2022	KPM Year 5 April 1, 2022 – March 31, 2023 and beyond
Date*	June 30, 2019	June 30, 2019	June 30, 2020	June 30, 2021	June 30, 2022
Initial Job Placement Rate (1)	Baseline Established	-10% Credit +10% Bonus	-10% Credit +10% Bonus	-10% Credit +10% Bonus	-10% Credit +10% Bonus
12 Month Job Retention Rate (2)		Baseline Established	-10% Credit +10% Bonus	-10% Credit +10% Bonus	-10% Credit +10% Bonus
36 month Return to Prison(3)	1 <sup>st</sup> Cohort	12 months	24 months	-20% Credit +20% Bonus	-20% Credit +20% Bonus

\*Date – Target date for determining Baselines and applying KPM bonuses or credits.

(1) – Using Year 1 of job placement data to establish initial job placement rates for each region.

(2) – Using Year 2 of job retention data to establish 12 month job retention rates for each region.

(3) – Using Year 3 return to prison data as the entire first cohort enrolled in Year 1 will have been out 36 months by the end of Year 4 of the Contract. These rates will be compared to existing regional return to prison rates for each region.

Bonus and Credits will be assessed against the Contractors Total billable Administration Costs for the KPM Year not meeting KPMs.

For example:

In Year 2 - If the Contractor billed out \$30,000.00 in Administration Costs and did not meet the Initial Job Placement Rate – KPM, \$3,000.00 (10%) credit would be assessed against funds deducted from the last invoice for the KPM Year.

In Year 4 – If the Contractor exceeded both their Initial Job Placement and Return to Prison KPMs, but fell below their 12-month retention rate. They would receive an overall bonus of 20% (30% - 10% = 20%). If they billed out \$30,000.00 in Administration costs, they would receive an additional \$6,000.00 for the bonus.

The State will work with Contractors to incur credit withholdings against the Contractor's last month of invoice for the KPM Year.

The Contractor will take steps to mitigate these risks with their agency and those they maintain subcontracts or agreements with. The Contractor may propose alternatives to withholding credits against the last month's invoicing for the KPM Year.

### 6.3. Procedure

#### A. Invoice Packet

The following is to be emailed to [mpstatements@michigan.gov](mailto:mpstatements@michigan.gov) with a copy to the designated MDOC State contact. Each packet must be in separate attachments; do not combine them into one large file. Contractor must ensure all attachments are readable; PDFs with tiny or blurred printing will not be accepted and payment may be delayed while MDOC awaits legible backup.

1. An accurate Monthly Expenditure Report Form (See Exhibit O).
2. A detailed monthly and a fiscal year-to-date general ledger report that identifies State Contract revenues and expenses.
3. Completed Monthly Offender Success Data Collection Spreadsheet on the format provided by the State.
4. Community Coordinator Monthly Report on the form provided by the State.

#### B. Cash Advances

The purpose of cash advance is to assist with Contractor cash flow to allow payments to subcontractors to continue services at the beginning of each fiscal year when prior year closeout processes delay final payments. Contractors requesting an advance are agreeing to continue to pay subcontractors for services provided with no delay, due to delay in reimbursement from the State.

This Contract allows a Contractor to request an annual cash advance equal to one-twelfth (1/12) of the total services budget for that year (excluding bonus amounts). This advance must be requested within the first 30 days of the fiscal year. In exceptional circumstances, a second cash advance may be approved by MDOC upon receipt of sufficient justification. Requests for advances must be accompanied by a brief explanation of the necessity; additional support for the second

cash advance may be required by MDOC.

Cash advances must be reconciled against expenditure reports within the fourth quarter of the fiscal year.

C. Reimbursement

Except for the cash advances, Contractors are reimbursed for only those services which were incurred, or otherwise charged, under the month currently billed for. Accrued expenses will be reimbursed as approved by the State. Administration costs may be reimbursed only if billed in compliance with a cost allocation plan or direct billed. If the Contractor uses a cost allocation plan, they must obtain written approval from the State.

Only properly-referred offenders are eligible for State Contract services. The supporting documentation for a proper referral for services is the MDOC CFJ-140 form. Reimbursement may be denied for expenses that are not supported by a CFJ-140 referral form. The referral form is not required to be submitted with the claim for reimbursement, but must be available for review upon request from the MDOC. While a CFJ-140 is required for direct services to the offender, work done in support of offender services, such as employer and housing recruitment efforts to secure a pool of potential employers or landlords, does not require an associated CFJ-140.

Reimbursement is not allowed for:

1. Costs not identified in the Offender Success Service Parameters, or approved through an exemption request.
2. Expenses incurred in the prior fiscal year.
3. Expenses that constitute pre-payment of expenses for the coming fiscal year.
4. Expenses that are inadequately documented.
5. Costs incurred under a subcontract not approved by the State's Program Manager.
6. Costs billed under a subcontract which are not authorized by that subcontract.

D. Expense Reconciliation.

The Contractor must reconcile all expenses, including cash advances, at the end of the fiscal year with the final expenditure report. A "month 13" reconciling expenditure report may be submitted, providing it is submitted by the deadline determined annually by the State. A detailed general ledger for the full fiscal year must be submitted with the final expenditure report.

E. Travel

Travel reimbursement must be consistent with Statewide travel regulations. State travel rates are updated periodically, refer to the following web page: [http://www.michigan.gov/dmb/0,1607,7-150-9141\\_13132---,00.html](http://www.michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html). Prior approval from the MDOC must be obtained for any out-of-state travel for which reimbursement will be sought from State funds.

## 7. Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of 5% of the Administration Costs billed for under the month for which the late or improper completion of activities occurred with an additional \$100.00 per day for each day Contractor fails to remedy the late or improper completion of the Work in Section 1 General Requirements.

## 8. Service Level Agreements

Contractor must adhere to **Exhibit Q, Service Level Agreements (SLAs)** and credits for non-compliance. The State reserves the right for credits to be put on account or issued as a check.



# STATE OF MICHIGAN

Contract No. 071B7700204  
**Offender Success Administrative Agency Services**

**EXHIBIT B  
RESERVED**

# STATE OF MICHIGAN

Contract No. 071B7700204  
Offender Success Administrative Agency Services

## EXHIBIT C PRICING

1. Pricing must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. Pricing Summary:

Table A – Region Totals; Minimum Served, Annual Budget, Leveraged Funding and Proposed Number Served				
Region	Estimated Minimum Number Served for Fiscal Year 2018	Contract Annual Price	Leveraged Funding	Proposed Number Served: Enter the Proposed Number of offenders to be served (see 1.2.A).
6-St. Clair	67	\$427,015.00	\$200.00	67
10-Macomb	412	\$1,168,135.00	\$2,500.00	412
<b>Region 10 Totals</b>	479	\$1,595,150.00	\$3,000.00	479

<b>CONTRACT TOTAL</b>	<b>\$ 7,844,753.29</b>
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### Annual Budget

Twenty percent (20%) of each Regions budget amount has been set aside for administration costs for Contractors to administer the program, with these funds also restricted for use to be used to support administration costs for subcontractors they employ. The balance of these funds (80%) has been reserved for direct services for the 4 service categories of Job Placement, Social Support, Health and Behavioral Health and Residential Stability.

### Annual Bonus Allocation; Payments for Achieving KPMs; Yearly Payments to Contractors (Also See Exhibit A, Section 6.2.A)

For Bonus/Penalty consideration for the Job Placement KPM: Must have minimum of 10% of all the offenders for the year to have been enrolled for employment services (excluding Work Supplies) as the JP bonus/penalty incentive is derived from identifying 10% of the Administration Costs for this KPM.

It should be anticipated by the Contractor that 10% or more of the offenders enrolled by the Contractor will receive employment services, as approximately 19.3% of all offenders enrolled Statewide in FY15 were provided employment services. Though Contractors should expect this, it is possible they may receive fewer enrollments. This minimum requirement will prevent the risk for applying bonuses/penalties to Contractors who receive below the 10% threshold so that they are not overly penalized nor rewarded for little or no employment service activity.

For year one, Contract funds, including 20% administrative costs, will be paid to Contractors based on a fee-for-service model. No bonus/penalties will be enacted for KPM Year 1 as baseline rates will be established for Job Placement in KPM Year 1, Job Retention in KPM Year 2 and the 36 month return to prison rate by the end of KPM Year 3.

For KPM year two, a 10% bonus/penalty will be assessed against expended administration costs for the entire year for meeting or failing to meet the job placement key performance measure

For KPM year three, a 20% bonus/penalty will be assessed against expended administration costs for the entire t year for meeting or failing to meet the job placement (10%) and job retention (10%) key performance measures.

For KPM year four and beyond, a 40% bonus/penalty will be assessed against expended administration costs for the entire KPM year for meeting or failing to meet the job placement (10%), job retention (10%) and Return To Prison (20%) key performance measures.

### Pricing

Exhibit L provides projected cost and offender enrollment information based on actual offender cost, administrative overhead and enrollment data reported

Pricing remains firm in terms of the minimum number proposed by the Contractor and the pricing with the Contractor acknowledging, as part of their pricing (see Exhibit L), to accept all State-offender referrals up to the minimum number proposed by the State or the number proposed by the Contractor if that amount is above the State's minimum number. The Contract must serve all offenders, including High Risk, High Need offenders referred to them for services.

# STATE OF MICHIGAN

Contract No. 071B7700204  
Offender Success Administrative Agency Services

## EXHIBIT D DEFINITIONS

**24x7x365** means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

**24/7 Structured Housing** means room and board for housing that provides an alcohol and drug-free living environment for offenders.

**Additional Service** means any Services within the scope of the Contract, but not specifically provided under any Statement of Work.

**Administrative Agency** means a community based agency committed to collaborating with the State-MDOC members and community stakeholders to provide services to referred offenders reentering into the community from prison.

**Administrative Costs** means any non-direct service cost charged to the State.

**Audit Period** means the seven year period following Contractor's provision of any work under the Contract.

**Business Day** means any day other than a Saturday, Sunday or State-recognized legal holiday from 8:00am EST through 5:00pm EST unless otherwise stated.

**Blanket Purchase Order** is an alternate term for Contract and is used in the State's computer system.

**Collaborative Case Management** means the collaboration of individuals from various disciplines working toward a mutually agreed upon goal.

**CFA** means Correctional Facilities Administration.

**Community Coordinator** means an employee employed through the Administrative Agency to act as staff for the local ST and for coordinating, the logistics for interactions and services identified in the prison (in-reach) and the community. Community Coordinator is the person who responsible for facilitating, promoting and ensuring community planning and development and negotiating and monitoring the activities of the local Administrative Agency.

**COMPAS** means the Correctional Offender Management Profiling for Alternative Sanctions. This is the statistically based risk assessment used by the Michigan Department of Corrections (MDOC) to assess to the risk and needs level of the correctional population.

**Cost Allocation Plan** means the way in which overhead expenses are assigned to different cost centers.

**Critical Incident** means any situation or event involving an offender that requires reporting to the State-MDOC in accordance with State-MDOC policy.

**CFJ-140 Form** means a MDOC form for documenting and processing referrals to Administrative Agencies for services.

**Days** mean calendar days unless otherwise specified.

**Deleted – N/A** means that section is not applicable or included in this Contract. This is used as a placeholder to maintain consistent numbering.

**Deliverable** means physical goods and/or services required or identified in a Statement of Work.

**DTMB** means the Michigan Department of Technology, Management and Budget.

**Earliest Release Date (ERD)** means the earliest date that the offender is parole eligible.

**Emergency Housing** means rooms that are made available at a moment's notice to address an immediate need to move an offender from his/her current location.

**Employment** means placement into a full-time market-demand job, or two or more jobs, with wages not funded whole, or in part, with State and/or federal government employment funds. Full-time meaning, consisting of, at least 30hrs/week or 20 hours per week combined with Social Security Income.

**Employment Retention** means offenders who were initially employed and tracked for 12 months post-job placement or until discharge from MDOC Supervision, whichever occurs first with no break in employment for more than a 30 consecutive calendar days.

**Environmentally Preferable Products** means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to: those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

**Evidence Based Practices** means a specific effective intervention proven through research to lead to desirable outcomes.

**FOA** means Field Operations Administration.

**Hazardous Material** means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

**Incident** means any interruption in any function performed for the benefit of State.

**Key Personnel** means any personnel identified in Section 3.5 of the Contract as Key Personnel.

**Leveraged Funding:** Funding and resources, obtained through federal, state, local sources.

**MDOC** means Michigan Department of Corrections.

**New Work** means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, such that once added will result in the need to provide the Contractor with additional consideration. "New Work" does not include Additional Service.

**Offender Enrollment/Termination Form (CFJ 140)** means the authorization to provide services to an offender and allow for payment for the services.

**OMNI** means Offender Management Network Information, MDOCs' database containing offenders' records on program participation, case notes, supervision requirements and historical information.

**Ozone-depleting Substance** means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons.

**Parole Eligibility Report (PER)** means a report that is prepared prior to the offender's release and describes the offender's adjustment while incarcerated and plans upon release.

**Pollution Prevention** means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

**Post-Consumer Waste** means any product generated by a business or consumer which has served its intended end use; and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

**Post-Industrial Waste** means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

**Performance Based Service Contracting (PBSC)** means contracting which emphasizes that all aspects of what is being purchased are structured around the purpose of the work to be performed as opposed to the manner in which the work is to be performed. It is designed to ensure that Contractors are given freedom to determine how to meet the performance objectives that

appropriate performance quality levels are achieved, and that payment is made only for services that meet these levels. Definition derived from Federal Office of Management, *Best Practices for Performance-Based Contracting, Guide to PBC Contracting*, October 2010). Link to Guide: [https://www.whitehouse.gov/omb/procurement\\_guide\\_pbsc/](https://www.whitehouse.gov/omb/procurement_guide_pbsc/)

**OS** means Offender Success.

**Recycling** means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

**Return To Prison (RTP)** means return to prison as a result of a new crime or technical violation of parole conditions.

**Regional Steering Team** means a team of community partners lead by four Co-Chairs representing the State-MDOC, Administrative Agency and Community Stakeholder Agencies responsible for developing and leveraging resources to achieve public safety through promoting offender success.

**Reuse** means using a product or component of municipal solid waste in its original form more than once.

**RFP** means a Request for Proposal designed to solicit proposals for services.

**Secure Facility** means a facility that is owned, operated, or under contract with the MDOC that is used to house prisoners or parolees under the jurisdiction of the Department in a setting where offenders are in custody 7 days per week, 24 hours per day.

**Services** means any function performed for the benefit of the State.

**SLA** means Service Level Agreement.

**Soft Skill Development** means employment skills necessary to be successful; i.e. how to interact with co-workers, punctuality, dispute resolution on the job, etc.

**Source Reduction** means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

**Special Needs** means those needs identified through an agency assessment which should be addressed prior to any agency services provided as a result of the Field Agent referral. In the context of this Contract, referrals may be neutrally discharged by the Contractor, with Field Agent approval, so that special needs such as mental health and developmental disabilities may be addressed first. This approach ensures that referred offenders derive maximum benefit from services which are responsive to any presenting special needs they may have.

**State** means State of Michigan.

**State Location** means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

**Subcontractor** means a company selected by the Contractor to perform a portion of the services.

**Transitional Accountability Plan (TAP)** means the offender's treatment and/or case plan developed by the MDOC- Field Agent that addresses their criminogenic needs.

**Transition Team** means a team of individuals responsible for assisting with an offender's transition into the community through a seamless case-management approach.

**Transitional Housing** means temporary stable housing for individuals that would otherwise be homeless.

**Unauthorized Removal** means the Contractor's removal of Key Personnel without the prior written consent of the State.

**Waste Prevention** means source reduction and reuse, but not recycling.

**Web-OMNI** means a web application that will provide an interface for the Community Provider to view information on an offender who has been referred to their organization. It will also allow the provider to enter information as the offender attends services and programs.

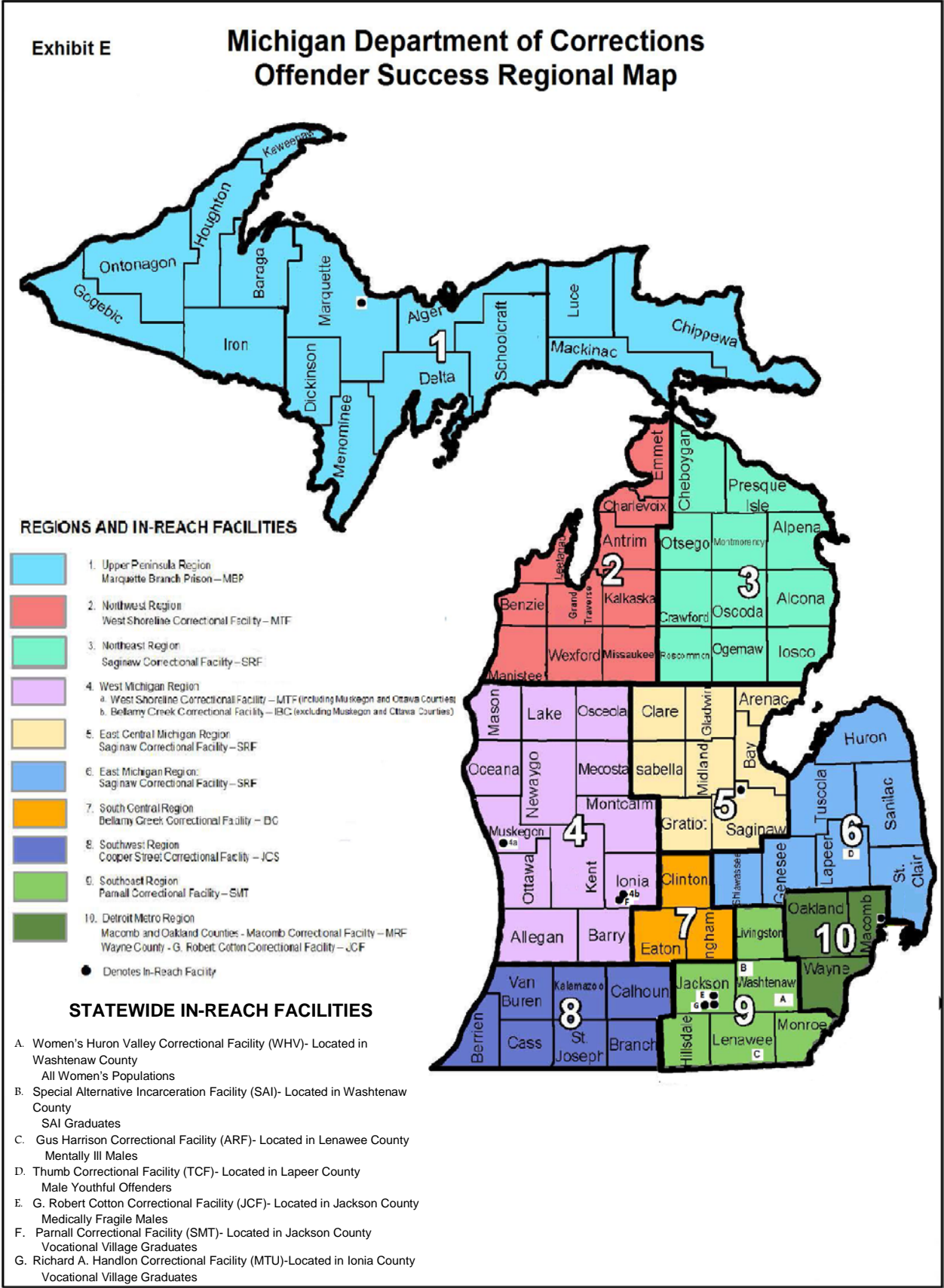
**Work in Progress** means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

**Work Product** refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by the Contract.

# STATE OF MICHIGAN

Contract No. 071B7700204  
Offender Success Administrative Agency Services

## EXHIBIT E MICHIGAN DEPARTMENT OF CORRECTIONS OFFENDER SUCCESS REGIONAL MAP





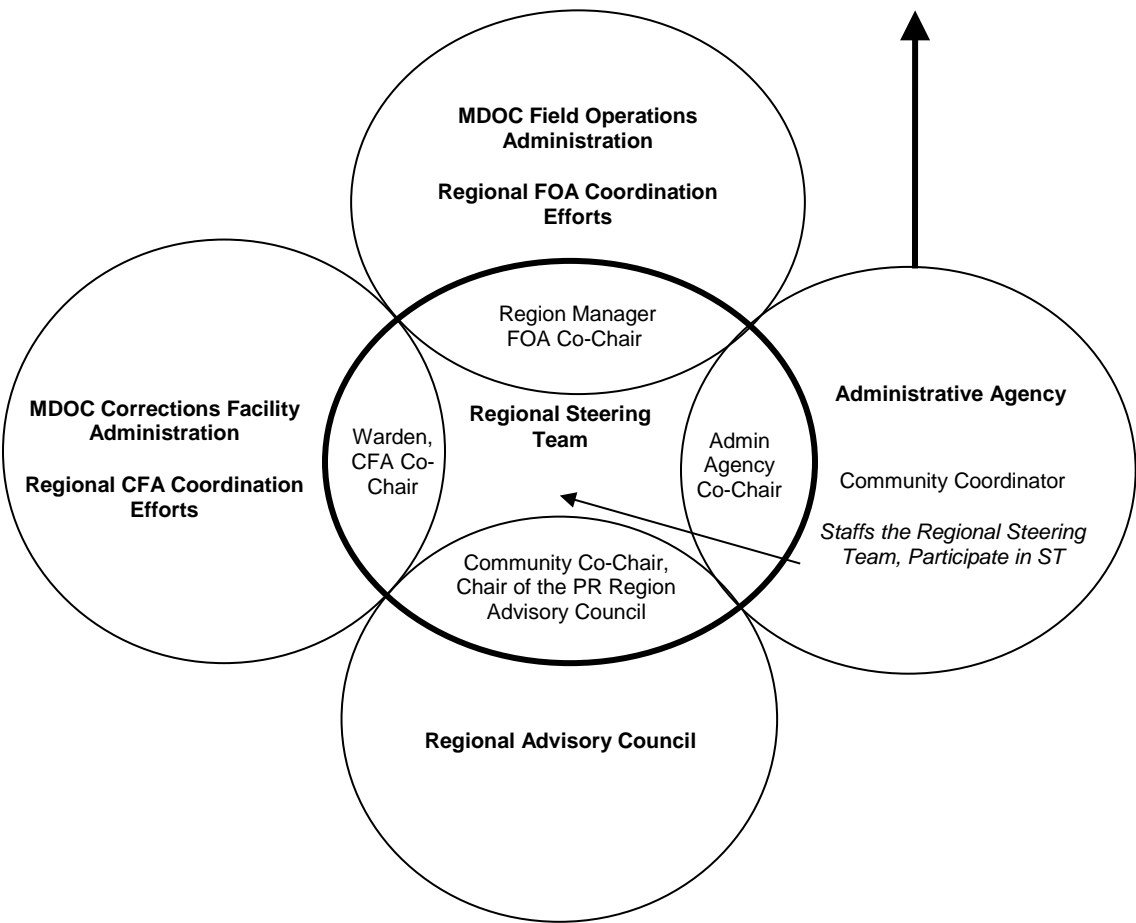
# STATE OF MICHIGAN

Contract No. 071B7700204  
Offender Success Administrative Agency Services

## EXHIBIT F OFFENDER SUCCESS REGIONAL GOVERNANCE STRUCTURE DESCRIPTION OF ROLES AND RESPONSIBILITIES

Each of the 10 Offender Success Regions will need to have a regional Steering Team and Co-Chair representative body. The below table illustrates how these bodies inter-relate and how this regional governance structure interacts with the Administrative Agency's Governing Board.

**Administrative Agency Governing Body**  
Includes MDOC Steering Team Co-chair Representative\*



\* An MDOC Steering Team Co-Chair participates as a member of the Administrative Agency Board, if it is allowed by Board policy, to ensure that the Prisoner Reentry issues are addressed in their plans for the regional population. The representative will be provided by the MDOC and the appointment will be approved through the existing regional Administrative Agency appointment process.

The **GOALS** of the Regional Governance Structure are to:

1. Provide as much State-wide consistency as possible in the implementation of the Offender Success Model while requiring regional input by the Regional Steering Team and other stakeholders.
2. Provide protection from legal liability to regional stakeholders involved in the process through their involvement in formal and established administrative structures.
3. Ensure that regional planning and implementation for services and strategies to achieve public safety through promoting offender success is part of a formal, clear and open process that involves community leaders, representatives from the MDOC, local elected and appointed officials, and citizens who support the crime-fighting goals of Michigan's Offender Success Model.
4. Ensure leveraged resources are brought to the table.
5. Provide an effective forum to conduct public education about prisoner re-entry and the Offender Success Model.

### **The Roles and Responsibilities of Regional Governing Bodies**

#### **Background**

Beginning in Fiscal Year 2010, Steering Teams were established by Administrative Agency Governing Body as an advisory team invested with the responsibilities and authority designated by the MDOC Contract. Administrative Agencies' efforts to receive nominations for Steering Team members were done openly and transparently. As the process took shape, the Governing Body of the Administrative Agency and the current Co-chairs of the Steering Team would meet to ensure a smooth transition and that the input of the Co-chairs to Steering Team membership was in place to support Governing Board efforts. This structure ensured that Steering Teams are a bona fide entity within the regional governance structure.

#### **Regional Steering Teams**

##### **a. Steering Team Make-Up**

The Regional Steering Team's make-up represents those service areas critical to former prisoners' success with membership based on those who can bring their expertise and experience to the table for planning and implementation of services and strategies to achieve public safety through promoting offender success. However, to prevent a conflict of interest, care is taken to ensure that Steering Team membership does not include service providers who may participate in the regional competitive bidding process resulting in receiving prisoner reentry funding from the Administrative Agency for services.

The Regional Steering Teams have four designated co-chairs which represent each of the regional bodies which makeup the Steering Team. These are; a member who represents the Administrative Agency, a community-based member who represents the regional Prisoner Reentry Advisory Council, the Warden of the regional In-Reach prison that houses prisoners transitioning into that region and a regional management-level representative from Field Operations Administration (FOA) Region where prisoners are transitioning into. The MDOC appoints the CFA and FOA representatives to the Steering Team. The Co-Chairs works through Regional Steering Teams to determine the involvement of their staff in the regional planning and implementation efforts pertaining to achieving public safety through promoting offender success. This cross-pollination of the community, the Administrative Agency and the Michigan Department of Corrections ensures balanced leadership of the Regional Steering Team with input from key players in the process.

When allowed by Administrative Agency Governing Board policy, an MDOC representative is seated on the governing body of the Administrative Agency and assures that Steering Team issues in the regional process will be addressed.

##### **b. Developing the Regional Solutions to Achieve Public Safety Through Promoting Offender Success**

The first responsibility of the Regional Steering Team is to provide a forum where regional planning and implementation for services and strategies are discussed in a formal, clear and open process that involves community leaders, representatives from the MDOC, local elected and appointed officials, and citizens who support the crime-fighting goals of Michigan's Prisoner Reentry Model. Strategies which promote recidivism-reduction and employment are critical to achieving this success.

### **c. Leveraging Resources**

The second responsibility of regional Steering Teams (ST) are to serve as a forum where leveraged resources are brought to the table, eliminating service and funding gaps, and duplication efforts in furtherance of achieving public safety through promoting offender success.

#### **The Administrative Agency and its Governing Body**

The primary role of the Administrative Agency is to provide both administrative support and decision-making on use of Michigan Department of Corrections reentry funds within the regions. This support includes coordinating subcontracts, providing liability coverage, collecting and reporting data necessary for recidivism and employment outcome-reporting.

The Administrative Agency is also responsible for meeting the obligations of the contract with the State- Michigan Department of Corrections to ensure the following occur:

- Services and cost reporting to ensure program fidelity and contract compliance;
- The appointment of a management-level staff person to the Steering Team as the Administrative Agency Co-chair to work collaboratively with the team;
- Provide Project Management oversight and implementation of the approved Transition and Contract Project Plan with the State-Michigan Department of Corrections;
- Ensure Community Coordinator Responsibilities are carried as described below;
  - Submitting regular reports as described by the State;
  - Participating in services and cost reporting reviews as prescribed by the State;
  - Participating in trainings held by the State;

#### **Regional Community Coordinator**

The Community Coordinators are responsible for staffing the Steering Team and Advisory Council. To ensure community wide involvement in prisoner reentry planning, the Community Coordinator documents, circulates and implements best practices learned from a variety of sources to be incorporated in day-to-day service provision. They provide execution of program efforts including providing; high level technical assistance to service providers; consultation on program development; partnership negotiations and leadership capacity building and maintain strong, authentic relationships with key stakeholders, policy makers, service providers and other community organizations. This ensures those engaged in reentry efforts have an understanding of program direction, goals, and expectations. Community Coordinators also monitor the effectiveness of programs in all stages of service delivery beginning with requests for proposals through the monitoring of outcomes. Collaborates with FOA Co-Chair on Steering Team Meeting agenda, present at ST meetings in providing feedback on reentry services, data, outcomes, successes and issues. Works directly with MDOC-Offender Reentry Unit on developing programs and services prior to initiating local agreements.

#### **Leadership Development and Capacity Building: Defining and Sharing What Works**

The MDOC may collaborate in opportunities for Administrative Agency Directors, Steering Team Co-chairs, and Community Coordinators and other designated regional staff to meet as needed as professionals engaged in reentry work. All regional stakeholders can benefit from meeting and sharing ideas and successful and unsuccessful approaches to their work; advise on the training that is needed, the timing of training and the content; and to keep up to date on the news of reentry efforts and business, as well as to simply provide an opportunity for fellowship.

#### **Regional Reentry Advisory Council**

Advisory Councils are in place within each region to create a strong base for community support and to act as a vehicle for public education. Those involved in these groups are often regional citizens who lack the time or the position to be involved in day-to-day operations or to be involved in the Steering Team. Often they are family members of prisoners, regional faith-based members, victims of crime, retired law enforcement, or justice officials who simply want

a formal way to be involved and show their support. And, as stated, the Advisory Council represents an opportunity for service provider input to the process, especially through a specifically named committee of the Council.

These groups are not intended to be as “staff intensive” as the Steering Teams since they would likely need to meet less regularly, for example as part of an annual public event where information is shared on reentry outcomes and results.

As regional Advisory Councils evolve, their primary role is to inform a broad base of stakeholders about the development and implementation of reentry efforts within the regional community as a means to generate broad-based public input and share essential information to educate the public about reentry. Within this role, it is the responsibility of the Advisory Council members to attend Advisory Council meetings and participate in reaching out to the public at-large to educate them about reentry in their community. The primary expectation of the Advisory Council is that members are interested in understanding reentry and will share their knowledge of reentry within their network. Ideally, the chairperson of the Regional Reentry Advisory Council sits as a Co-chair on the Steering Team and would be a community- or faith-based representative with no financial interest in the Comprehensive Prisoner Re-Entry Plan.

### **MDOC Regional Coordination Efforts**

Two MDOC coordination efforts provide dedicated focus on parole and prison operations. Both of these teams operate in collaboration with the Regional Steering Team – particularly the Co-chairs – and consistent with the Regional Comprehensive Re-entry Plan. Both teams are encouraged to meet as regularly as necessary in order to assure operational integrity of Prisoner Reentry and to include community representatives in their meetings as needed.

- *CFA Regional Coordination Efforts – Phase I/II*

The primary role of the CFA Co-Chair is to assure that the Michigan Prisoner Reentry Model for Phase I and Phase II is implemented in the regional In-Reach prison they represent. Coordinating these efforts may require working with staff within the In-Reach prison that have responsibility over the programming and prisoner release preparation such as Reentry Facility Coordinators, Intuitional Field Agents, Employment Counselors and others as appropriate to address regional issues and needs for offenders populations being released from the designated In-Reach Facility. These responsibilities in general include, but are not limited to addressing those decision points of Michigan’s Reentry Model, defined below:

1. Assessment, Classification, Parole Board Interaction: Measuring the offender’s risks, needs, and strengths;
2. Prisoner Programming and Services: Assignments to reduce risk, address need, and build on strengths; and,
3. Prisoner Release Preparation: Developing a strong, public-safety-conscious parole plan.

- *FOA Regional Coordination Efforts - Phase III*

The primary role of the FOA Co-Chair is to assure that the Michigan Prisoner Reentry Model for Phase III is implemented within the Prisoner Reentry Region they represent. This coordination may extend to Field Agents, agent supervisor(s), and other FOA staff as appropriate to address regional issues and needs. These responsibilities in general include, but are not limited to addressing those decision points of Michigan’s Reentry Model, defined below:

4. Supervision and services: Providing flexible and firm supervision and services;
5. Revocation decision making: Using graduated sanctions to respond to behavior; and,
6. Discharge and aftercare: Working collaboratively to ensure that an appropriate transition occurs when the MDOC role is over due to the discharge of the former prisoner from parole supervision.

# STATE OF MICHIGAN

Contract No. 071B7700204  
Offender Success Administrative Agency Services

## EXHIBIT G OFFENDER SUCCESS REGIONAL GOVERNANCE STRUCTURE DESCRIPTION OF ROLES AND RESPONSIBILITIES

### The Michigan Offender Success Model

The Model incorporates:

- The three phase reentry approach of the Department of Justice's Serious and Violent Offender Reentry Initiative (SVORI).
- The seven decision points of the National Institute of Corrections Transition from Prison to Community Initiative (TPCI Model).
- The policy statements and recommendations from the Report of the Reentry Policy Council that is coordinated by the Council of State Governments.

### Mission

The **MISSION** of the Michigan Offender Success Model is to reduce crime by implementing a seamless plan of services, supervision, and opportunities developed with each offender and delivered through State and Regional collaboration with the goal of obtaining employment and self-sufficiency.

The mission is accomplished by targeting service provision to meet the identified needs of returning offenders, thereby reducing their risk of recidivism and enhancing their employment opportunities.

### Vision

The **VISION** of the Michigan Offender Success Model is that every offender released from prison will have the tools needed to succeed in the community and the opportunity to utilize those tools to be productive, self-sufficient citizens.

### Case Plan and Transition Accountability Plan (TAP)

The Case Plan is developed when an offender arrives at prison and includes the objectives and programs that need to be completed by the prisoner to prepare for the release from prison. The TAP integrates the prisoner's transition from prison to the community by developing phases in the transition process. It is a collaborative plan involving MDOC staff, the prisoner, the Parole Board, and community service agencies.

The Plans identify the programs to be completed in order to prepare prisoners for release from prison, define the terms of their release to the community, and specify the services he or she will need in the community and the programs needed to successfully complete the community supervision term. The Case Plan provides the prisoner with an outline of programming, based on his or her needs as identified by an actuarial risk assessment (i.e., COMPAS, VASOR, Static-99R), which will be completed during his or her incarceration and prior to the parole consideration process. Programming opportunities are prioritized based on the offender's time to ERD and the identified risk and needs of the offender. This approach increases efficiency in terms of parole dates and actions (and timing of actions) that need to be taken by prisoners, prison staff, the Parole Board, field staff, and partnering agencies. This program continuity is geared to motivate prisoners to participate in the process and become engaged in fulfilling their responsibilities.

### Offender Success Goals:

1. This process begins during the initial classification following admission to prison and continues through discharge.
2. The Department defines programs or interventions to modify the prisoner's risk factors as identified in a risk and needs assessment.
3. The Department is sensitive to the need for public safety, and the timing and availability of services. In an ideal system, every prisoner would have access to programs and services to mitigate risk factors. But, in a system constrained by finite resources, the Department must rationally allocate access to resources according to risk management strategies.
4. Offender success partners should participate in the planning and implementation of each individual offender's TAP.

5. Individual TAPs delineate the responsibilities of prisoners, correctional agencies, and partners in the creation, modification, and effective application of the plans, and hold offenders accountable for their actions.
6. TAPs provide a long term road map to achieve continuity in the delivery of treatment and other services as well as the sharing of requisite information over time across and between agencies.

The collaborative effort which the TAP requires is based in part on the training of staff to ensure that all situations involving offender interaction are conducted in a pro-social manner. This is accomplished by engaging all partners in a collaborative process that holds the offender accountable for his or her behavior with the goal of increasing offender success. Prisoner Reentry partners will create, maintain, and operate a seamless system of collaboration that includes assessment, programming, planning, and management. Collaborative Case Management (CCM) focuses on offender success, while holding the offender accountable, utilizing evidence-based practices, reinforcing a strength-based approach to behavior change, and recognizes that no approach will completely eliminate crime. The goal of offender success is to provide offenders with opportunities in the community that will result in long-term self-sufficiency and an end to their criminal behavior. This is accomplished through programs intended to address their criminogenic needs, improving access to education, and focusing on the employment skills and employment opportunities of these offenders.

**Phases of the Model** - The Model occurs in phases:

**Phase I - Prison**

Phase I involves the review of the pre-sentence investigation report and the Risk and Needs assessments. A case plan is developed based on the results of the assessments and evaluations. The case plan is fluid and is responsive to changes in risk and needs during the term of incarceration. The case plan follows the prisoner throughout his or her term of incarceration until parole or upon discharge at the end of the maximum term.

**1. Assessment, Classification, Parole Board Interaction:**

- a) Measure prisoner's risks, needs, and strengths and engage the Parole Board in the design and approval of the case plan.
- b) Conduct comprehensive assessments for each individual whose screening identifies psychological and mental health issues, physical health problems, and substance abuse dependency.
- c) Review each prisoner's previous and current program history and determine what steps will be needed to transition the individual into those programs upon parole.
- d) Assess the special needs of populations such as females, youthful prisoners, mentally ill prisoners, and developmentally disabled prisoners

**2. Prisoner Programming & Services:**

- a) Develop for each prisoner an individualized case plan, approved by the Parole Board, which is based on information obtained from assessments and explains what programming should be provided during the period of incarceration.
- b) Ensure programs incorporate the principles of "cultural and gender competency."
- c) Include in the programming plan periodic reassessments during the prisoner's incarceration which identifies the need for modifications of the plan.
- d) Establish a centralized recordkeeping system of programming provided by Department staff and contracted vendors.
- e) Establish centralized processes for ensuring that prisoners are placed in programming in a timely manner based on their ERD to allow for program completion prior to that date.
- f) Integrate prevention of disease, education, and good health promotion into correctional health services.
- g) Promote comprehensive integrated medical, mental health, and substance abuse treatment services within correctional facilities and as a central component of corrections-community linkages.
- h) Ensure up-to-date medical records transfer with the offender from one provider to the next.
- i) Engage community-based mental health care systems, if appropriate, in providing pre-parole and post-parole services to offenders with mental health needs.
- j) Assess prisoners for substance abuse program participation and prioritize treatment for drug-dependent prisoners and those approaching parole or discharge on their maximum sentence.
- k) Assist prisoners and their families to establish, reestablish, or strengthen relationships through visitation and family reunification programs where appropriate.
- l) Provide cognitive behavioral therapy, peer support, mentoring, and basic living skills programs to improve prisoners' thinking, attitudes, motivation, and ability to live independently.
- m) Teach prisoners functional, educational, and vocational competencies based on offender needs, offender aptitude, employment market demand and public safety requirements.
- n) Engage potential employers prior to release to ensure prisoners are developing the appropriate skills to obtain and retain employment.

- o) Provide employers with the opportunity to forge relationships with prisoners prior to their release, including interviewing prisoners and reviewing their performance in vocational programs to allow for potential offers of employment prior to parole.
- p) Provide prisoners with opportunities to participate in work assignments and skill-building programs that enhance their employability in the community.
- q) Establish work programs that involve non-profit, volunteer, and community service organizations where possible to permit prisoners to gain work experience.
- r) Ensure prisoners released from prison have appropriate forms of identification and information on how to apply for services and assistance for which they are potentially eligible.

### **Phase II – Transition to Community**

Phase II involves the next two major areas of preparation for Prisoner Release and Decision-making. The transition to community phase begins when the prisoner's parole readiness is assessed in light of his or her earliest release date (ERD). At a point in each prisoner's incarceration when there remains sufficient time for additional training or programming, if needed, the prisoner's Phase I conduct and compliance with the case plan must be reviewed. The goal of preparing the prisoner for parole by the ERD relies on an ongoing evaluation of the prisoner's behavior and the effectiveness of the case plan to meet its objectives for mitigating risk. The parole eligibility report or a similar assessment will inform the Parole Board of the prisoner's parole readiness. At the discretion of the Board, in conjunction with positive parole action, prisoners with moderate or high criminogenic needs may be referred to an InReach facility where transition services are available. There, offender success plans are finalized with the assistance of a local transition team to address important needs such as housing, employment, and treatment for addiction or mental illness.

### **3. Prisoner Release Preparation:**

- a) Ensure the prisoner is ready to return to the community and that programming is developed in the community to support a realistic and public safety-conscious parole plan.
- b) Determine, on an individual basis, the parole placement needs for each offender released from prison, taking into consideration the requirements for individuals with special needs and populations with special stipulations, such as sex offenders.
- c) Evaluate the appropriateness of an offender living with family members; taking into account the risk of domestic violence or child abuse based on the offender's history or risk assessments and the vulnerability of family members.
- d) Ensure that prisoners who anticipate having to rely on reentry resources for commercial transitional housing understand that such provisions are temporary and that their parole plan must include a strategy for becoming self-sufficient to secure his or her own housing.
- e) Encourage private sector or nonprofit housing developers and community-based organizations to develop housing options to serve as transitional parole placements for offenders who do not have viable placements with family or friends upon release.
- f) Ensure that prisoner health care is documented and delivered in such a way that recommended care and support can be continued in the community upon release.
- g) Ensure prisoners understand their individual health care needs sufficiently to know where to go for help and what to ask when they become responsible for guiding their own care.
- h) Develop relationships with employers in local communities that may hire parolees.
- i) Promote employment and transitional job opportunities for parolees in local communities and educate employers about the training completed by prisoners, as well as financial incentives such as the federal bonding program, work opportunity tax credit, and welfare to work programs which may make offenders more appealing employment candidates.
- j) Identify or establish community service, transitional employment, apprenticeships, internships, and other opportunities for offenders to acquire work experience and skills as they seek permanent employment.
- k) Engage prospective employers to become members of prisoners' transition teams where possible.

### **4. Release Decision-Making:**

- a) Ensure that the Parole Board is fully informed about the prisoner's progress toward achieving case plan objectives; provide the Board with an accurate, up-to-date risk and needs assessment and parole guidelines score.
- b) Ensure registered victims have an opportunity to provide input into the parole consideration process.
- c) Ensure that the conditions of parole in each case recognize the particular strengths, weaknesses, and needs of the prisoner, the resources in the community, evidence of their efficacy for case management purposes, and that the term of parole contains conditions that the Board is prepared to enforce.
- d) Ensure that the decisions of the Parole Board to deny parole include an explanation to the prisoner of the decision and any recommendations the Parole Board may have for steps the prisoner might take to

enhance his or her readiness for parole at his or her next consideration date. The Parole Board's recommendation may include a referral to a prison based program.

**Phase III – Community & Discharge:**

Phase III involves the final three major decision points of the Transition Process; Supervision, Revocation, and Discharge/Aftercare. The community and discharge phase begins when the prisoner is paroled from prison and continues until discharge from community supervision. During this phase, the parolee, the parole officer, human services providers and the offender's personal support network must collaborate to optimize the parolee's chances for a successful adjustment to community living. Although discharge from his or her sentence represents the end of the reentry work for the parole officer, mentoring and social services may still be appropriate in some cases for offenders who seek such continuing support after discharge.

**5. Supervision, Services and Opportunities:**

- a) Review and prioritize the Parole Board terms and conditions of parole and develop a supervision strategy that corresponds to the risk and needs of the individual offender and the resources available in the community.
- b) Transfer the prisoner designated by the Parole Board for participation in InReach programming and services to a correctional facility nearest to the community in which the prisoner will be placed upon parole.
- c) Engage community members, including representatives from the local law enforcement community, community organizations, the faith community, business community, and contracted offender success partners to serve on a transition team with corrections staff for the purpose of meeting with the prisoner prior to his or her release to facilitate planning and support for offender success into the community.
- d) Apply the information from the risk and needs assessments, psychological evaluations, offender relapse prevention plans, pre-sentence investigation reports, Department policy and procedural directives, and other sources to classify each prisoner to the appropriate level of supervision and then create a plan or supervision strategy tailored to the prisoner through the creation or revision of a TAP.
- e) Assign a parole officer to manage the case, and ensure a placement investigation is completed to confirm that the proposed parole placement is suitable.
- f) Provide the prisoner with a copy of the conditions of parole during the orientation by the supervising parole officer to ensure the offender clearly understands what is expected of him or her during the supervision period.
- g) Provide the prisoner with a 30-day supply of essential medication, as determined by health care staff, upon release to the community to avoid a gap in prescribed medical care.
- h) Concentrate community supervision resources on the period immediately following release from prison and adjust supervision strategies as the needs of the offender, victim, and community change over time.
- i) Focus case management activity on interaction between the parole officer and the parolee in the field, where the offender lives and works.
- j) Leverage community-based networks to assist with case management efforts; engaging law enforcement partners, the offender's family members, the employer, therapist, and mentors as members of the case management team.
- k) Leverage community-based networks to provide parolees with additional opportunities for education, skill-building, job training, and employment.
- l) Work continuously to establish and verify the offender's compliance with parole conditions; correcting behavior and thinking through casework options, including both positive and negative reinforcement as appropriate.
- m) Ensure that case management is done in a manner that increases the likelihood of employment and retention, including maintaining a positive relationship between the parole officer and employer, as well as ensuring that contacts between the parole officer and parolee do not jeopardize the parolee's employment.
- n) Train parole officers in motivational interviewing, collaborative case management, and other training as appropriate.
- o) Engage the services of contracted providers, as needed, to assist with the coordination of case management efforts.

**6. Revocation Decision-Making:**

- a) Respond to offender non-compliance with interventions to correct behavior and promote self-discipline.
- b) Refer parolees to the Parole Board whose violation behavior represents a threat to public safety.
- c) Provide parole officers with a range of interventions and sanctions to correct behavior and re-orient offenders to pursue TAP objectives when possible.



**7. Discharge & Aftercare:**

- a) Develop post-supervision plans with parolees.
- b) Assess the needs of all prisoners who will discharge on their maximum terms from prison and provide them with guidance on how and where to seek care and services in the community. Pay particularly close attention to establish written plans for prisoners with special needs and those convicted of sex offenses.

# STATE OF MICHIGAN

Contract No. 071B7700204  
Offender Success Administrative Agency Services

## EXHIBIT H MDOC APPROVED PRISION BASED PROGRAMS

### Programs for Men:

1. **Academic Classes:** These classes improve students' basic skills and prepare them to take the General Educational Development (GED) certificate. Classes offered at MDOC facilities include: Adult Basic Education (ABE) and GED, English as a Second Language (ESL), and Special Education programming.
2. **Advanced Substance Abuse Treatment (ASAT):** The program is an intensive outpatient treatment episode that is a part of the Office of Substance Abuse Services (OSAS) and referrals are based on SASSI scores. SASSI, (Substance Abuse Subtle Screening Inventory), is a screening instrument used assess for substance abuse or dependence.
3. **Assaultive Offender Program (AOP):** Programming delivered by licensed clinicians to address the needs for prisoners in a secure residential treatment unit for treatment services for those convicted of a violent offense.
4. **Bridges (Building Responsible Individualized Dynamics Gaining Essential Safety):** A pre-treatment intervention model for perpetrators of violence against women and children. This program was developed by Catholic Social Services of Washtenaw County for services impacting MDOC prisoners and offenders. This pre-treatment model may enhance motivation through education and awareness of the participants understanding of the relationship of his acts of violence and abuse to the issues of power and control, to increase each participant's willingness to change his abusive behaviors by examining the negative effect of that behavior on his relationships, his partner, his children, his friends and himself. Alternately, the program also may be adapted as a post-treatment model promoting active and accountable participation in a longer-term batter intervention program once paroled.
5. **Cage Your Rage (CYR):** The program is designed to assist those involved with the criminal justice system in controlling their anger and take steps necessary to build healthy and crime-free relationships. The workbook *Cage Your Rage: An inmate's Guide to Anger Control* and its companion guide *Inside Out: Continuing to Cage Your Rage* provides effective strategies that offenders can use while in prison to manage their aggression with the Inside Out curriculum targeting soon-to-be released offenders for development of healthy thinking patterns.
6. **Career and Technical Counseling (CTC) (Formerly Vocational Counseling):** Career interest and aptitude assessment is provided to prisoners. The counseling, which accompanies the test administration, assists the prisoner in selecting CTE programming within the prisons and in determining career paths upon release.
7. **Career and Technical Education (CTE):** CTE programs provide prisoners with specific trades instruction, technical skills and soft skill competencies critical to finding and maintaining employment. These skills are transferable into community employment or community college programming through State and/or federally recognized certifications upon completion. Correctional Education provides CTE programming in a flexible schedule offering open entry and open exit enrolment. School principals ensure classroom enrolment is maximized and waiting lists are kept to a minimum so each prisoner can achieve educational goals as efficiently and economically as possible.

Special institutional and community projects provide prisoners the opportunity to demonstrate hands-on skills through job-related programming and restorative justice opportunities. Trades Programs are responsive to labor market demands.

8. **Employment Readiness/Pre-Release:** Employment readiness programming prior to release. Areas included are prisoner education, vocational education, and job placement.

9. **Sex Offender Program (SOP/MSOP):** Programming delivered by licensed clinicians to address the needs for prisoners convicted of a sexual offense.
10. **State Correctional Opportunities for Rehabilitation and Education (SCORE):** This program, formerly called Prison Build, allows prisoners to gain valuable work experience producing various items for non-profit organizations and State agencies. The MDOC collaborates with numerous organizations including Habitat for Humanity, The Children's Trust Fund, the Ionia Free Fair, the Department of Natural Resources, the Department of Health and Human Services, Goodwill Industries, and various Food Banks and Homeless Shelters. Items produced include: house walls, cabinets, beds, countertops, picnic tables, landscaping plants, trees, and native grasses. Prisoners that participate in this program are trained in MDOC Career and Technical Education (CTE) classes and earn State and/or national certifications. Under the umbrella of SCORE, prisoners participate in restorative justice projects while contributing to the community.
11. **Substance Abuse Education:** A 12 week program designed to provide educational information on substance abuse and criminal thinking to offenders with an identified alcohol and/or drug (AOD) abuse issue. Each session contains information important to offenders entering into recovery.
12. **Substance Abuse Outpatient:** Level of substance abuse services providing group and individual therapy sessions utilizing cognitive skill development to address triggers associated with future drug and alcohol abuse.
13. **Thinking for a Change (T4C):** The program targets criminal thinking, attitudes, and beliefs through skill-development, modeling, and practice. Program has 25 core lessons with an additional 10 lessons recommended for practicing identified social skills.
14. **Violence Prevention Program (VPP):** The program objective is to contribute to the reduction of violent recidivism via an evidence based curriculum offered in the correctional facilities as well as within the community. The delivery of VPP aims to reduce violent re-offending by targeting interventions specific to the reduction of risk factors associated with violent behavior, along with matching each offender's level of risk to the appropriate program intensity. The VPP model has been evaluated and shown to be an effective approach for changing offender behavior such that violent re-offending is reduced, institutional violence becomes less frequent, and neighborhoods are safer.

#### **Programs for Women:**

1. **Academic Classes:** These classes improve students' basic skills and prepare them to take the General Educational Development (GED) certificate. Classes offered at MDOC facilities include: Adult Basic Education (ABE) and GED, English as a Second Language (ESL), and Special Education programming.
2. **Assaultive Offender Program (AOP):** Programming delivered by licensed clinicians to address the needs for prisoners in a secure residential treatment unit (ex: RTP, RTS, etc.) convicted of a violent offense.
3. **Beyond Violence:** A program that was developed by Dr. Stephanie Covington to address violent recidivism among women involved in the Residential Substance Abuse Treatment (RSAT) program, and has been expanded to the general population.
4. **Career and Technical Counseling (CTC) (Formerly Vocational Counseling):** Career interest and aptitude assessment is provided to prisoners. The counseling, which accompanies the test administration, assists the prisoner in selecting CTE programming within the prisons and in determining career paths upon release.
5. **Career and Technical Education (CTE):** CTE programs provide prisoners with specific trades instruction, technical skills and soft skill competencies critical to finding and maintaining employment. These skills are transferable into community employment or community college programming through state and/or federally recognized certifications upon completion. Correctional Education provides CTE programming in a flexible schedule offering open entry and open exit enrolment. School principals ensure classroom enrolment is maximized and waiting lists are kept to a minimum so each prisoner can achieve educational goals as efficiently and economically as possible.

Special institutional and community projects provide prisoners the opportunity to demonstrate hands-on skills through job-related programming and restorative justice opportunities. Trades Programs are responsive to labor market demands.

6. **Employment Readiness/Pre-Release:** Employment readiness programming prior to release. Areas included are prisoner education, vocational education, and job placement.
7. **Meridians:** A program for that was developed by Catholic Social Services of Washtenaw County and addresses women who have used force in an intimate partner relationship.
8. **Moving On:** An intervention program designed specifically for women who are involved with the criminal justice system. The overarching goal of this program is to assist women to mobilize and develop personal and social resources that mediate the impact of risk for future criminal behavior. This program is open-ended and can be offered on an individual and group basis to women who are detained or living in the community.
9. **Residential Substance Abuse Treatment (RSAT):** RSAT provides an opportunity for a behavioral change in inmates whose lives and criminal conduct are characterized by the use of alcohol and other drugs. The program functions as a modified therapeutic community. Residents of the RSAT program progress through four levels of treatment prior to release, including an orientation phase to help inmates become acculturated to the program. The expected average length of primary treatment is six months. Treatment sessions are multidimensional in nature and include Cognitive Skills learning, Educational and Didactic Lectures, Process Groups, and Individual Sessions. These examine and correlate patterns of substance abuse and criminal behavior. Residents will learn coping and social skills in areas of anger management, aggression and violence prevention, problem solving, critical reasoning and decision making, managing emotional cycles, managing and changing thinking errors, developing and keeping healthy relationships as well as developing strategies for self-control and lifestyle balance by strengthening relapse and recidivism prevention skills.
10. **Seeking Safety:** A present-focused therapy to help people attain safety from trauma/Post Traumatic Stress Disorder (PTSD) and substance abuse. The treatment was designed for flexible use. It has been conducted in group and individual format; for women, men, and mixed-gender; using all topics or fewer topics; in a variety of settings (outpatient, inpatient, residential); and for both substance abuse and dependence. It has also been used with people who have a trauma history, but do not meet criteria for PTSD.
11. **Sex Offender Program (SOP):** Programming delivered by licensed clinicians to address the needs for prisoners convicted of a sexual offense.
12. **State Correctional Opportunities for Rehabilitation and Education (SCORE):** This program, formerly called Prison Build, allows prisoners to gain valuable work experience producing various items for non-profit organizations and State agencies. The MDOC collaborates with numerous organizations including Habitat for Humanity, The Children's Trust Fund, the Ionia Free Fair, the Department of Natural Resources, the Department of Health and Human Services, Goodwill Industries, and various Food Banks and Homeless Shelters. Items produced include: house walls, cabinets, beds, countertops, picnic tables, landscaping plants, trees, and native grasses. Prisoners that participate in this program are trained in MDOC Career and Technical Education (CTE) classes and earn state and/or national certifications. Under the umbrella of SCORE, prisoners participate in restorative justice projects while contributing to the community.
13. **Substance Abuse Education:** A 12 week program designed to provide educational information on substance abuse and criminal thinking to offenders with an identified alcohol and/or drug (AOD) abuse issue. Each session contains information important to offenders entering into recovery.
14. **Substance Abuse Outpatient:** Level of substance abuse services providing group and individual therapy sessions utilizing cognitive skill development to address triggers associated with future drug and alcohol abuse. Introduces strength-based, trauma-informed approach in working with women to build up protective factors, empowering them to address and overcome barriers to attaining and maintaining sobriety.
15. **Voices:** Created to address the unique needs of adolescent girls and young women (under the age of 21). It encourages them to seek and celebrate their "true selves" by providing a safe space, encouragement, structure, and the support they need to embrace their journeys of self-discovery. The program includes modules on self, connecting with others, healthy living, and the journey ahead. It is used in many settings (e.g., outpatient and residential substance abuse treatment, schools, juvenile justice).

# STATE OF MICHIGAN

Contract No. 071B7700204  
Offender Success Administrative Agency Services

## EXHIBIT I COMMUNITY COORDINATOR MONTHLY REPORT

### Offender Success



### Community Coordinator Monthly Report

Offender Success Site:	
Reporting Month:	
Community Coordinator:	

1. List any changes to Steering Team and Advisory Council. (Membership changes including removals/additions, any role changes, reasons for changes, changes in meeting dates, etc). Please attach an updated listing for ST or AC.

Date	Change	Reason

2. List any Offender Success-related meetings in your community during the last month. Attach any relevant material you deem appropriate such as minutes, handouts and any supporting materials to this report.

Date	Audience	Topic(s)

3. Have any new programs or initiatives being planned, developed, or implemented this month?

Program/Initiative	Planned, Developed or Implemented

4. What new barriers have been encountered this month? What are the intended solutions to the barriers encountered? What additional support (technical assistance, information, etc.) are you in need of from your ORU Community Liaison?

Barriers, Solutions and Additional Supports Needed

5. List all employers successfully worked with for Job Placement and Job Retention efforts during this month.

Employer Name

# STATE OF MICHIGAN

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## EXHIBIT J OFFENDER SUCCESS DATA COLLECTION SPREADSHEET REQUIREMENTS AND INSTRUCTIONS

# Offender Success



### Offender Success Data Collection Spreadsheet Requirements and Instructions

#### I. Introduction:

Data submission is a contract requirement within all Offender Success Administrative Agency (OSAA) Contracts to account for reported costs such as services, resource specialist and operations support (paid for with offender success offender success funds) necessary to meet the Michigan Department of Corrections' reporting and budgetary needs. The OSAA's are to make arrangements to complete and submit the provided spreadsheet electronically to Milton Shoup, MDOC's Procurement Monitoring & Compliance Division (PMCD), by the 20th of each month at [shoupj@michigan.gov](mailto:shoupj@michigan.gov). Data questions or concerns should be addressed to Milton Shoup at the email address provided or by calling 517-285-5914.

*Referrals:* All Offender Success services are authorized by an MDOC CFJ-140 Referral for Services. The service referral will be recorded within the Offender Success Data Collection Spreadsheet (OSDCS) within the CFJ- 140 Referral Date field regardless of enrollment or expensed Service Costs.

*Service Costs:* The data spreadsheet will capture all service costs within the 4 Service Categories, each with its own listing of Service Types. The services recorded include leveraged services at \$0 cost as well as prior months' services being expensed within the month reported. The services recorded on the data sheet shall match the expenses recorded on the Monthly Expenditure Report.

*Resource Specialist and Job Development Specialist Costs:* The data spreadsheet will capture all Resource Specialist/Job Development Specialist costs expensed within the month. All costs budgeted and reported in the Monthly Expenditure Report as "Resource/Job Development Specialist" cost shall be entered at the top of the data collection spreadsheet in the "Monthly Resource/Job Development Specialist Costs" line. These costs budgeted in any of the 4 service categories shall be documented in the corresponding service category/service type entry.

*Operation Support Costs:* The data spreadsheet will capture all Operation Support costs expensed within the month reported. Include expenses associated with overhead costs such as: Community Coordinator salary/wages/fringe, Community Coordinator Travel, Outreach and Education, In-Reach, Training and Professional Development, and General Administration.

## II. Instructions for Completion of Data Collection Spreadsheet:

The spreadsheet contains drop down options that are linked to drop down offerings in other cells to the right. Therefore, when filling in the data please ensure that the spreadsheet is completed from left-to-right. If the data field has a drop down menu, please choose from the list provided in the drop down menu. All date fields must be appropriately formatted MM/DD/YYYY. Invalid entries will be returned for correction.

### Steps

1. *Monthly Resource Specialist Costs*: Enter the amount of costs expensed, paid for with Offender Success funds, during the month reported. This total is to match the costs reported on the Monthly Expenditure Report.
2. *Monthly Operations Support Costs*: Enter the amount of costs expensed, paid for with Offender Success funds, during the month reported. This total is to match the costs reported on the Monthly Expenditure Report.

**Michigan Department of Corrections - Offender Reentry Unit - Offender Success**  
**Offender Data Collection FY - 2017**

Month:	
Monthly Resource Specialist Costs:	
Monthly Operation Support Costs:	

3. *Month* data field: No drop down menu. The entry shall record the month the services were provided. This month is also the month in which any costs were expensed and required to be reported within the OSDCS
4. *Offender Success Site* data field: Select the Offender Success site for which the data is being reported from the drop down menu.
5. *County* data field: Type in the county of supervision for the offender.
6. *Offender Number* data field: Enter the six digit MDOC number of the offender receiving the service. **Ensure this is entered carefully and accurately.**
7. *Last Name* data field: Enter **only the last name** of the offender receiving the service as it appears on the CFJ-140.
8. *First Name* data field: Enter **only the first name** of the offender receiving the service as it appears on the CFJ-140.
9. *Service Category* data field: Select the appropriate service category based upon the service provided to the offender via the drop down menu. (See example 1 below.)

Example 1:

Service Month	Offender Success Site	County	MDOC Number	Last Name	First Name	Service Category	Service Type

10. *Service Type* data field: Select the appropriate service type via the drop down menu. (See example 2 below.)



**Example 2:**

Service Category	Service Type	Vendor	CFJ-140 Referral Date	Enrollment Date
Job Placement	Job Readiness			
	Job Readiness			
	Vocational Assessment			
	Job Search			
	Temporary Work Experience			
	Try-Out Employment			
	On-the-Job Training			
	Work Supplies			

11. *Vendor Name* data field: Enter the name of the vendor from whom the items or services were purchased.
12. *CFJ-140 Referral Date* data field: Enter the date that is on the CFJ-140 form as the referral date.
13. *Enrollment Date* data field: Enter the date that the offender started receiving service – no drop down menu. (See Section III for the complete definition).
14. *# of Times/Days/Hours Service Performed* data field: Enter the number of times/days/hours that the service was provided. (See Section III for the complete definition). Job Placement Temporary Work Experience, Try-Out Employment and On-the-Job Training should reflect hours.
15. *Cost* data field: Enter the total cost for the services (cell is formatted for currency).
16. *Discharge and Open Status Codes (DOSC)* field: Select one option from the drop down menu. (See example 3 below and section III for definitions of these codes.)

**Example 3:**

Enrollment Date	# of Times/Days Service Performed	Cost	Discharge and Open Status Codes	Discharge Date	Comments
			Completed		
			Completed: Employed		
			Open		
			Neutral		
			Unsuccessful		

17. *Discharge Date* data field: Enter the date that the offender was discharged from services. When an offender discharges from MDOC supervision, use the OTIS date as the Discharge Date. **Do not complete this field for services entered as “Open” within the Discharge and Open Status Code field.** This is left blank for these “open” cases as the offender is continuing with services (or not yet employed for those referred into Employment Readiness Services, except work supplies only.)
18. *Comments* field: Provide any comments that will assist in the explanation of data presented for **Unsuccessful and Neutral Discharges only**, for these discharges, enter the correct reason from the listing below as the reason for the discharge. Section III – Definitions, Discharge and Open Status Codes for further information on each required entry.

- **Unsuccessful:** Offender discharged from the Service for:

**Enter in Comments**

- Left program or absconded
- Returned to prison/Jail
- Rules non-compliance.
- Discharged from MDOC Supervision- unemployed (Job Placement Services Only)

- **Neutral:** Offender discharged from the program for:

**Enter in Comments**

- Mutual staff decision.
- Failed to show
- Non-Completion due transfer.
- Discharge from MDOC supervision. (This is not to be used for Job Placement referrals, which are coded as unsuccessful. For the Job Retention log this is coded as successful).
- Death.
- Unemployable (Job Placement services only) – offender is receiving SSDI/SSD Benefits and is not able to work.
- Offender obtained Job Placement- (If a referral for Job Placement is completed and the offender secures his/her own employment prior to the Administrative Agency/Vendor working with them and the employment meets our definition of employed the neutral status code shall be used).

### Job Retention Log

Once an individual has achieved an initial job placement and has been marked as “Completed Employed” on the DOSC field, go into the Job Retention Log tab and record that offender’s job placement information in the required fields. An entry shall be made for each offender marked as “Completed Employed” and shall remain there for the 12 month job retention tracking period or until the offender’s successful discharge from MDOC’s supervision. (See the below screen-shot.) Each month, this information **on the initial entry** shall be updated to accurately reflect the job retention status for all offenders being tracked until successful discharge from MDOC’s supervision or 12 months from the initial job placement. (See example 4 below)

#### Example 4

Tab 2 on Data Collection Spreadsheet												
Once an individual on the DCS is recorded as Completed-Employed, the following info is recorded on the Employment Log sheet.												
Every month thereafter, columns A, I - L are reviewed and updated if necessary.												
Individuals do not get deleted from the Employment Log sheet for the remainder of the year.												
Report Month	Offender Success Site	County	MDOC Number	Last Name	First Name	Enrollment Date	Initial Placement Date	Occupation Type	Self-Employed	Employment Hourly Wage	Job Retention Status	Final STATUS

#### Complete one line for each person being tracked for job retention as follows:

19. *Report Month*: This field shall be updated each month to reflect the current month.
20. *Offender Success Site, County, MDOC Number, Last Name, First Name, and Enrollment Date* remain the same as the entries on the Data Collection Spreadsheet. These do not need to be updated and should not be changed during the retention period.
21. *Initial Job Placement Date*: Enter the date that the participant began employment as the Initial Job Placement Date. This is the same date as the Discharge Date associated with the “Completed: Employed” status reported on the spreadsheet. This does not need to be updated and shall not be changed during the retention period. If a new retention period begins for a participant after a loss of employment over thirty days, the Initial Job Placement Date is the date that participant began employment for the new retention period.
22. *Occupation Type*: Select the type of employment from the dropdown menu. This should be updated anytime there is a change in Occupation Type during the retention period. (See Section III for the complete definition). **Do not paste in additional occupation types.**
23. *Self-Employment*: Select “Yes” or “No” from the dropdown menu. (See section III for the complete definition). This is subject to change during the retention period.
24. *Employment Hourly Wage*: Enter the initial hourly wage and update it monthly as needed. (This field is not required for self-employed.)
25. *Job Retention Status: Initial month entry* - enter “Employed” for each individual initially being added to the Job Retention Log tab, (this will be the first entry for all offenders who obtain employment).
26. *Job Retention Status: All remaining monthly updates to the initial entry* - for 12 months or until Successful Discharge from MDOC’s supervision, enter the status as “employed” or “unemployed” in terms of meeting the Job Retention definition (See Section III for the complete definition). If an offender meets the definition of Unemployed for a period of 30 consecutive days their employment status shall be entered as “unemployed” with that retention record being closed out for further entries and for failure to achieve the 12 month job retention period. **The Final Status column shall automatically populate with “unsuccessful”.** Offenders who are unemployed for less than 30 consecutive days shall be entered as “employed” as they still may achieve successful Job Retention. For offenders closed out as “unemployed” from their 12 month retention period and who begin a new job (meeting the same Job Placement definition) a new line is entered on the Employment Log and a new 12 month retention period begins. For

offenders who incur death, enter "Neutral", **The Final Status column will automatically populate with "neutral"**.

27. **Final Status Field: For final entries.** only for any of the following reasons; completing discharge from MDOC's supervision, completion of 12 month retention, final status as unemployed (for 30 consecutive days) or death during retention period:

Enter "Successful" for Successful Job Retention –manual entry required

- 12 month job retention
- Employed at discharge from MDOC Supervision (if less than 12 months)

Unsuccessful job Retention – automatically entered, see step #26 above

- Unemployed for 30 consecutive days.

Neutral – automatically required, see step #26 above

- Death

### III. Definitions

#### Referrals

Field Agents are required to submit a CFJ-140 to the Offender Success Administrative Agencies for regions MDOC contracts for services or directly to designated MDOC staff for State Managed Regions. This document represents the authorization necessary for the Administrative Agency or service providers to provide one or any combination of service types allowable. One referral may result in more than one Service Type being provided within a referred Service Category. CFJ-140s are not required for Nighthawk activities.

#### Enrollment Date

The enrollment date is the first date that a service occurred.

#### # of Times/Days/Hours Service Provided

- Times: Number of sessions, service units (e.g., bus pass, hygiene kit, clothing, group or individual sessions)
- Days: Number of housing days funded, including rental subsidies.
- Hours: Number of hours worked for Temporary Work Experience, On-the-job Training, Try-Out Employment.

#### Discharge and Open Status Codes – For All Referrals

- Completed: For all services, meaning the service is completed and you do not anticipate the offender to need any further assistance within that service. When different vendors are used, (e.g., offender moves to another vendor housing location within the same service *type*), this code is not used if the service is ongoing (the OPEN code shall be used.)
- **Completed - Employed:** Used for any of the Employment Readiness services, with the exception of Work Supplies. This code indicates a successful placement in employment according to the definition below and indicates that job retention shall begin to be tracked on the Job Retention Log:

*Placement into full-time market-demand job, or two or more jobs, with wages not funded whole, or in part, with State and/or Federal government employment funds. Employment consists of at least 30hrs/week or 20 hours per week combined with Social Security Income. Contractor must verify hourly wage earnings, occupation and hours worked. For self-employment, Contractor must verify occupation, income and calculate hours worked.*

- **Unsuccessful:** Offender discharged from the Service for:
  - Left program or absconded for 30 consecutive days.
  - Returned to prison/Jail as a result of a new sentence or technical parole/SAI probation violation.
  - Terminated due to staff decision for program/service rule non-compliance.
  - Discharged from MDOC supervision and is unemployed – (Job Placement Services Only)
- **Neutral:** Offender discharged from the program for:
  - Mutual staff (MDOC and Service Agency) decision.
  - Failed to show for enrollment into program or service and was discharged, requires referring agent approval to discharge.
  - Non-Completion due to offender transfer.
  - Discharge from MDOC supervision. This is not to be used for Job Placement referrals, which are coded as unsuccessful. For the Job Retention log this is coded as successful.
  - Death while receiving services.

- Unemployable (Job Placement services only) – offender is receiving SSDI/SSD Benefits and is not able to work.
- Offender obtained Job Placement- If a referral for Job Placement is completed and the offender secures his/her own employment prior to the Administrative Agency/Vendor working with them and the employment meets definition of a “Job Placement” the neutral status code shall be used.
- **Open:** The offender has been referred into a service or program enrollment and the service is ongoing. For the last reported Job Placement Service Type, with the exception of Work Supplies, select this option for those not employed according to the Job Placement definition.

### **Discharge Date**

Required to be completed for these entries within the *Discharge and Open Status Code (DOSC)* field:

- Completed
- Completed - Employed
- Unsuccessful
- Neutral

Do not enter a discharge date for “Open” entries in the DOSC field as the service is ongoing.

### **Occupation Types**

Required to be completed for the entries that have a *Discharge and Open Status Code (DOSC)* entered as Completed – Employed. The Occupation Types is to determine the type of job the offender has obtained. The dropdown includes the following options to choose from:

- Management, Business, Science, and Arts Occupations
  - Management Occupations
  - Business and Financial Operations Occupations
  - Computer and Mathematical Occupations
  - Architecture and Engineering Occupations
  - Life, Physical, and Social Science Occupations
  - Community and Social Service Occupations
  - Legal Occupations
  - Education, Training, and Library Occupations
  - Arts, Design, Entertainment, Sports, and Media Occupations
  - Healthcare Practitioners and Technical Occupations
- Service Occupations
  - Healthcare Support Occupations
  - Protective Service Occupations
  - Food Preparation and Serving Related Occupations
  - Building and Grounds Cleaning and Maintenance Occupations
  - Personal Care and Service Occupations
- Sales and Office Occupations
  - Sales and Related Occupations
  - Office and Administrative Support Occupations
- Natural Resources, Construction, and Maintenance Occupations
  - Farming, Fishing, and Forestry Occupations
  - Construction and Extraction Occupations
  - Installation, Maintenance, and Repair Occupations
- Production, Transportation, and Material Moving Occupations
  - Production Occupations
  - Transportation and Material Moving Occupations
- Military Specific Occupations

The above Occupation Types were obtained from the U.S. Bureau of Labor Statistics, Standard Occupation Classification and Coding Structure 2010. A copy of the document can be obtained by clicking on the link below.

[http://www.bls.gov/soc/soc\\_2010\\_class\\_and\\_coding\\_structure.pdf](http://www.bls.gov/soc/soc_2010_class_and_coding_structure.pdf)

### **Self-Employed**

Required to be completed after the offender has obtained employment and an Occupation Type has been selected for the type of employment obtained. This column is an indicator of whether the employment obtained is considered self-employment.

Self-Employment must be verified by completing the Self-Employment Verification Cover Sheet (a copy can be obtained from ORU) and the supporting documentation must be attached to the Self-Employment Verification Cover Sheet. The cover sheet includes the following formulas:

- Monthly net business sales (gross revenue minus expenses) divided by the State minimum wage equals Monthly Actual Hours.
- Monthly Actual Hours divided by number of weeks in the month, equals average Weekly Actual Hours.

Although appropriate documentation may consist of personal checks, business receipts, billing invoices, accounting records or tax records, tax records are the preferred method of documentation to verify self-employment. Self-reporting by an offender without additional verification is not considered sufficient documentation. Copies of an offender's documentation of gross business sales and expenses must be attached to the completed Self-Employment Verification Cover Sheet and this packet must be maintained in the offender's case file.

### **Employment Hourly Wage**

Required to be completed after the offender has obtained employment and the Employment Verification Template has been completed (a copy can be obtained from ORU). This column is an indicator of the Hourly Rate of Pay the offender is receiving for the employment they have obtained. If the offender's employment is considered Self-Employment, no hourly wage entry is required.

### **Employment Status – Job Retention**

Following the initial employment placement, this field is required to be updated each month to track Job Retention status applying the below Job Retention definition at the time the job is being tracked and reported:

Job Retention:

*Employment (meeting the below Job Placement definition) must be for 12 months post-job placement or until discharge from MDOC's supervision, whichever occurs first. There must be no break in employment for 30 consecutive calendar days.*

Job Placement:

*Placement into full-time market-demand job, or two or more jobs, with wages not funded whole, or in part, with State and/or Federal government employment funds. Employment consists of at least 30hrs/week or 20 hours per week combined with Social Security Income. Contractor must verify hourly wage earnings, occupation and hours worked. For self-employment, Contractor must verify occupation, income and calculate hours worked.*

## **IV. The Offender success Job Placement Rate and Employment Rate Tracking Model:**

The Offender success Job Placement Rate and Employment Rate Tracking Models will track the two below metrics:

Job Placement Rate: Number of offenders referred to Job Placement services (except Work Supplies only) that obtained employment (meeting the Job Placement definition) expressed as a percentage of all referrals. Neutral discharges are excluded.

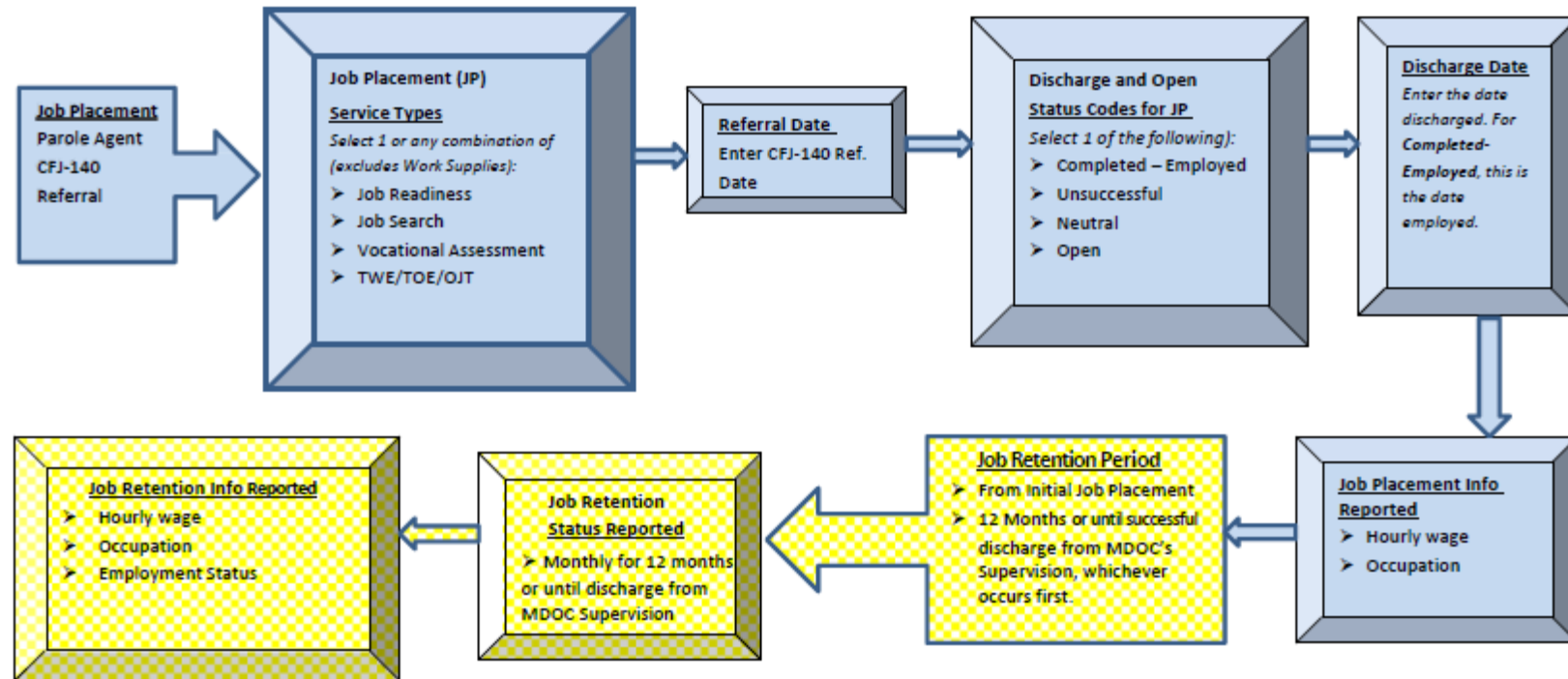
Job Retention Rate: Number of offenders who obtained Job Placement, (meeting the Job Placement definition), that continue to be employed (meeting the Job Retention definition) at 12 months or when successfully discharged from MDOC supervision (whichever occurs first) expressed as a percentage of all Job Placement entries. Neutral discharges due to death are excluded.

The Michigan Department of Corrections' Offender Reentry Unit (MDOC-ORU) will receive/review and work with data submitters to ensure data is accurate according to the instructions contained within this guide. Invalid entries will be returned for correction. Requests for training can be accommodated by contacting your designated ORU Community Liaison

The attached Offender Success Job Placement Rate and Job Retention Rate Tracking Model provides an overview of those data variables (tracked and reported) on the monthly data spreadsheets and are used in monitoring these rates for offenders

participating in employment services. The model also provides methodology on how the rates are established and generally indicate the data used.

## Offender Success Job Placement Rate and Job Retention Rate Tracking Model



<p><b><u>Job Placement Rate and Reports</u></b></p> <p>Tracks job placement rate for those referred to Job Placement Services and obtained employment. Tracks for Contract Year (April to March)</p> <p><math display="block">\frac{\text{Total \# of (non-duplicate) Offender "Completed-Employed" Discharges}}{\text{Total \# of (non-duplicate) Offender referrals including carry-over referrals from previous Contract Year}} = \text{Initial Job Placement Rate (\%)}</math></p> <p>Reports Available: Quarterly and Year to Date By: Statewide, Offender Success Region</p>	<p><b><u>Job Retention Rate and Reports</u></b></p> <p>Tracks the current job retention rate for those initially employed. Tracks for Contract Year (April to March)</p> <p><math display="block">\frac{\text{Total \# of (non-duplicate) Offenders "Employed" Status @ 12 months or @ Discharge from MDOC's Supervision}}{\text{Total \# of (non-duplicate) Offenders "Employed" and "Unemployed" @ 12 months or @ Discharge from MDOC's Supervision}} = \text{Job Retention Rate (\%)}</math></p> <p>Reports Available: Quarterly and Year to Date By: Statewide, Offender Success Region</p> <ul style="list-style-type: none"> <li>Percentage (%) of offenders who were initially employed (full-time unsubsidized job) and remain employed for a period of 12 consecutive months or until discharge from MDOC's Supervision, whichever occurs first. No break in employment for 30 consecutive calendar days.</li> <li>Employment may in another job other than their initial job.</li> </ul>
--	--

#### V. Performance Feedback Report:

At the end of each Contract Year (Apr.-Mar.) quarter, MDOC's Offender Reentry Unit will release a Performance Feedback Report, typically within 30 days past the quarter. The feedback report, in EXCEL format will provide statistics for 7 metrics within 2 service categories for Residential Stability and Job Placement for all Offender Success Sites. The report will also contain Statewide figures. A template is also provided (below) which will be pre-populated with Statewide figures derived from the feedback report. Sites are to enter their Offender Success Site figures (contained within the feedback report) for comparison, adjust the quarterly period reported (example shows Quarter Ending June, 2017) and share this information at local Steering Team meetings and other venues.

Performance Feedback Report (Metrics, Definitions and Data)			Region Through June, 2017	Statewide through June, 2017
Residential Stability Services	New Enrollments	Tracked Quarterly and Year-to-Date. New referrals into housing during the period reported under. Each offender will only be counted once per quarter. Quarterly total reflects the total number of new enrollments during the quarter reported under.		
	Bed Days Utilized	Tracked Quarterly and Year-to-Date. Number of Bed Days reported as utilized during the reporting period.		
	Average Length of Stay at Discharge	Tracked Quarterly and Year-to-Date. Average Length of Stay (in days) in housing for participants upon discharge (including days carried-in from the previous fiscal year).		
Job Placement Services	New Enrollments	Tracked Quarterly and Year-to-Date. New referrals in Job Placement services (not including Work Supplies) during the reporting period.		
	Job Placement Number	Tracked Quarterly and Year-to-Date. The number of Job placements during the period reported under.		
	Job Placement Rate	Tracked Quarterly and Year-to-Date. Number referred to Job Placement services that obtained employment during the reporting period. Rates expressed as a percentage of all Job Placement referrals.		
	Average Hourly Wage	Average hourly wage earned at initial job placement.		

This report will be modified in the future to add a Job Retention Metric (JR-Rate) within Job Placement Services to show the percentage (%) of offenders who were initially employed (meeting the Job Placement definition+) and remain employed for a period of 12 consecutive months or until discharge from MDOC's supervision (no break in employment for 30 consecutive calendar days).

This data will be derived from monthly data collection reports submitted by all contractors with program rules written to format extracted data into a table format and presented on individual tabs within the EXCEL report. Right-clicking and selecting "unhide" on the "Feedback" tab at the bottom of the Excel Report will show a listing of 7 tables with each table covering a metric. Selecting any of these will open a table showing monthly totals and rates (e.g., job placements, enrollments, job placement rates, etc.) for all Offender Success Sites through the Quarterly Report's ending period. Reviewing/Correcting the Report – Within 2 weeks of issuing the report, contractors shall submit any final corrections to their quarterly data to Milton Shoup (PMCD) at [ShoupJ@michigan.gov](mailto:ShoupJ@michigan.gov).



# STATE OF MICHIGAN

Contract No. 071B7700204  
Offender Success Administrative Agency Services

**EXHIBIT K  
RESERVED**

# STATE OF MICHIGAN

Contract No. 071B7700204  
Offender Success Administrative Agency Services

## EXHIBIT L PROPOSED BUDGET PLAN

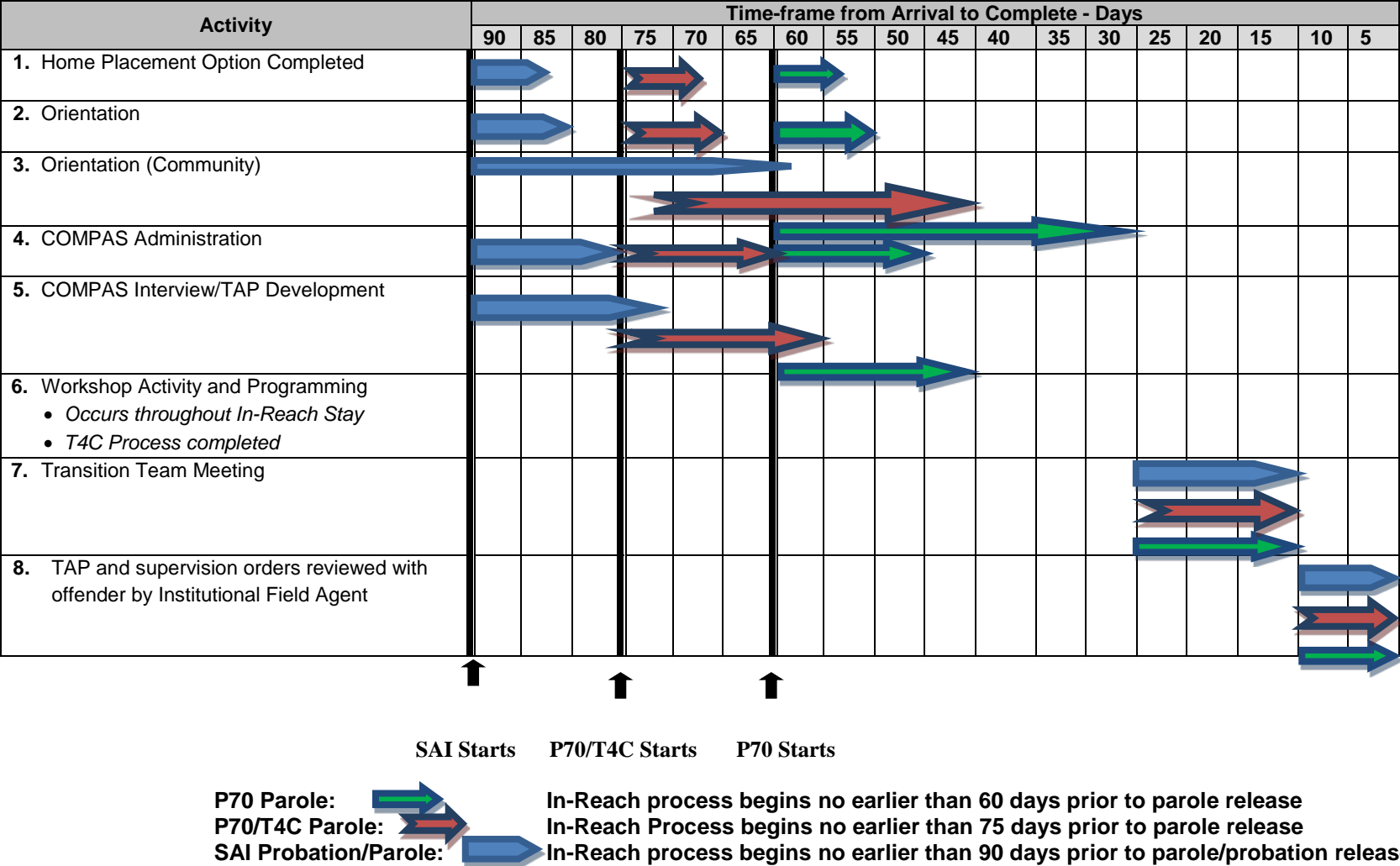
Exhibit L - Proposed Budget Plan (October 1, 2017- September 30, 2018)				
<b>1. BIDDER AGENCY NAME:</b>		Macomb/St. Clair Workforce Development Board		
<b>2. REGION:</b>		Region 10 - Macomb County and Region 6 - St. Clair County (as one proposal)		
SERVICE CATEGORY	SERVICE TYPE	3. PROJECTED NUMBER SERVED	4. LEVERAGED FUNDING	5. PROPOSED ANNUAL BUDGET
Residential Stability	24/7 Structured Housing	283	\$0.00	\$726,000.00
	Base Housing/Rents	30	\$0.00	\$46,000.00
	Housing Supplies	45	\$1,080.00	\$500.00
	Resource Specialist 2 FTE	N/A	\$0.00	\$116,000.00
Residential Stability Subtotals:		358	\$1,080.00	\$888,500.00
Job Placement	Vocational Assessment	0	\$0.00	\$0.00
	Job Readiness	0	\$0.00	\$0.00
	Job Search	0	\$0.00	\$0.00
	Temporary Work Experience	0	\$0.00	\$0.00
	Try-Out Employment	0	\$0.00	\$0.00
	On-The-Job Training			\$20,000.00
	Work Supplies	10	\$300.00	\$500.00
	Job Development Specialist 1.5 FTE	N/A		\$103,000.00
Job Placement Subtotals:		10	\$300.00	\$123,500.00
Social Support	Clothing Assistance	160	\$1,320.00	\$5,000.00
	Hygiene/Food Assistance	60	\$0.00	\$1,000.00
	Identification	75	\$0.00	\$1,700.00
	Law Enforcement	0	\$0.00	\$0.00
	Mentoring	0	\$0.00	\$0.00
	Pro-Social Activities	0	\$0.00	\$0.00
	Public Transportation	250	\$0.00	\$30,000.00
	Private Transportation	0	\$0.00	\$0.00
	Telephone Assistance	0	\$0.00	\$0.00
	Resource Specialist 1.3 FTE	N/A		\$78,000.00
Social Support Subtotals:		545	\$1,320.00	\$115,700.00
Health & Behavioral Health	Cognitive Behavioral Groups	7	\$0.00	\$1,500.00
	Batterer Intervention Services	60	\$0.00	\$18,000.00
	Assessment	0	\$0.00	\$0.00
	Group Counseling	0	\$0.00	\$0.00

	Individual Counseling	0	\$0.00	\$0.00
	Family Counseling	0	\$0.00	\$0.00
	Psychiatric Evaluation	0	\$0.00	\$0.00
	Prescription Psychotropic Medication	3	\$0.00	\$500.00
	Medication Review	0	\$0.00	\$0.00
	Prescription Medication Health Care	3	\$0.00	\$500.00
	Resource Specialist .5 FTE	N/A	\$0.00	\$23,500.00
<b>Health &amp; Behavioral Health Subtotals:</b>		<b>73</b>	<b>\$0.00</b>	<b>\$44,000.00</b>
<b>Operations Support</b>	Community Coordinator	N/A		\$102,750.00
	Travel Community Coordinator	N/A		\$1,200.00
	Outreach & Education	N/A		\$0.00
	In-Reach	N/A		\$0.00
	Training & Professional Development	N/A		\$500.00
	General Administration (Up to 20% of total budget)	N/A		\$319,000.00
<b>Operations Support Subtotals:</b>		<b>0</b>	<b>\$0.00</b>	<b>\$423,450.00</b>
<b>ALL SERVICE CATEGORY TOTALS</b>		<b>986</b>	<b>\$2,700.00</b>	<b>\$1,595,150.00</b>
<b>6. Annual Budget Amount</b>				<b>\$1,595,150.00</b>
<b>Amount remaining to be budgeted</b>				<b>\$0.00</b>

# STATE OF MICHIGAN

Contract No. 071B7700204  
Offender Success Administrative Agency Services

## EXHIBIT M OFFENDER SUCCESS IN-REACH PROCESS FLOW AND DESCRIPTION OF ACTIVITIES



*Note – Offenders may arrive earlier or later than their designated In-Reach timeframe, the above table serves to provide **guidance** to ensure that core in-reach activities occur timely prior to their scheduled release date. The 60, 75 and 90 day timeframes used are based on anticipated arrival times (for those transferring to In-Reach locations) provided by MDOC Transportation. For those already at in-reach locations (no transfer necessary), these timeframes still apply.*

#### **In-Reach Process Flow and Description of Activities**

1. **Home Placement option identified:** Institutional Parole Agent (IPA) meets with each offender, identifies a proposed home placement with this information entered within OMNI. Follow-up may be required (beyond the initial seven day time-frame) to establish contact with the placement. Once entered, MDOC's Parole Release Unit sends the pre-parole/probation information out to the local parole/probation office where a supervising field agent is assigned and investigates the proposed home placement.

##### Timeframes:

- S.A.I. Parolee/Probationer: Completed between day 90 and 83 (of scheduled release)
- P70/T4C: Completed between day 75 and 68 (of scheduled release)
- P70: Completed between day 60 and 53 (of scheduled release)

2. **Orientation:** Reentry Facility Coordinator (RFC) and IPA meet with offenders. The following is covered during orientation with offenders at all in-reach prisons.

##### Orientations Cover (may not be all-inclusive):

- Review Parole Board Ordered Programming
- Parole expectations – GPS (Tether), order of parole/order of probation
- Transportation Planning – Day of Release (family or public transportation)
- Release of Information Forms processed – Health care, substance abuse.
- Employment Readiness Prep – Facilitated by Employment Counselor covering developing employment packets covering; employability certificates, GED, vocational training, assessments and other materials to assist offenders in obtaining employment.
- Explanation of Veteran's Benefits Access. For those who may qualify, the RFC contacts Denise Treesh, Health Care Reentry Specialist, US Department of Veterans Affairs, Veteran Health Administration to conduct a phone interview with the prisoner.
- Other Veteran's Services: Veteran Services-contacts within employment training and other service agencies which may benefit returning veteran populations.
- Status of Social Security Card and Birth Certificates – those needing these items and applications for SS and BC are completed at that time by the Employment Counselor.
- Other programming and services which may be available at the facility as well as within returning offenders home community.

##### Timeframes:

- S.A.I. Parolee/Probationer: Completed between day 90 and 80 (of scheduled release)
- P70/T4C: Completed between day 75 and 65 (of scheduled release)
- P70: Completed between day 60 and 50 (of scheduled release)

3. **Community Orientation:** Group orientations are held involving (may not be all-inclusive):
  - MDOC/FOA: Parole Supervisor(s) and/or Region Manager representing the local county or counties where offenders are scheduled for release.
  - Community Service Providers: Any of the following; Local Community Coordinator, Resource Specialist(s), volunteer(s), community service provider(s) and faith community; who facilitate or provide services to offenders within the counties where they are scheduled for release.
  - In Reach Staff: RFC, IPC and any of the following; facility administration (Warden, Deputy Warden), Employment Counselor, Employment Instructor, Health Unit Manager, other facility staff to assist with orientation.
  - Other: Depending on existing local collaboration efforts

Community Orientations, with question/answer period, typically cover presentations from local FOA and facility administration/staff covering a variety of topics to assist offenders with their transition needs around:

- Supervision order requirements, expectations, GPS/Tether
- Parole/Probation Authority role/responsibilities and expectations in promoting offender success
- Offender Needs: Health care, housing, employment, transportation, social support, behavioral health services/programming, etc.
- Community Service Providers: Roles, responsibilities, what's available in the offender's area
- Offender expectations

Timeframes: Generally, a minimum of four offenders is required to hold a session, scheduling may occur beyond these timeframes to ensure sufficient numbers are available.

- S.A.I. Parolee/Probationer: Completed between day 90 and 60 (of scheduled release)
- P70/T4C: Completed between day 75 and 45 (of scheduled release)
- P70: Completed between day 60 and 30 (of scheduled release)

4. **COMPAS Administration:** Offenders who have not had a COMPAS administered within 18 months of their parole-release date are to have a completed Reentry COMPAS.

Timeframes:

- S.A.I. Parolee/Probationer: Completed between day 90 and 80 (of scheduled release)
- P70/T4C: Completed between day 75 and 65 (of scheduled release)
- P70: Completed between day 60 and 50 (of scheduled release)

5. **COMPAS Interview/TAP Development:** Review COMPAS assessment including Narrative Assessment Summary. At a minimum, identify top three criminogenic needs (housing, employment and health/mental health issues should be included). Enter Needs and Goals in the first part of the TAP directed at addressing top criminogenic needs assessed for by the COMPAS and arrived at through reviewing results with offender. Review TAP with offender to obtain support for the plan.

Timeframes:

- S.A.I. Parolee/Probationer: Completed between day 90 and 75 (of scheduled release)
- P70/T4C: Completed between day 75 and 60 (of scheduled release)
- P70: Completed between day 60 and 45 (of scheduled release)

6. **Workshop Activities and Programming at In Reach Prisons – Occurs after orientation throughout the 60-90 day in-reach period.** RFCs and IPAs coordinate a variety of workshop activities and programs at In Reach Prisons targeting the needs of returning prisoners. Areas may cover (not all-inclusive):

Family Reunification	Mentoring
Employment	Vital Documents (Birth Certificate, SS Card, State ID)
Veterans Issues	Health Care Benefits Access
GPS/Tether	Friend of the Court Issues
Housing	Cognitive Behavioral Programs

For those in-reach prisons with T4C Programming, the RFC at the In-Reach facility is responsible to ensure that: (*see Procedure for Parole Board ordered Thinking for Change at InReach Facilities Update Memorandum – 10/7/2013*)

- Program facilitators complete T4C Discharge Summary Report entered in the OMNI Reports Module, Reception Center Report sub-module.
- Program facilitators sends notification of a completed Discharge Summary Report via email with a list of prisoners (MDOC numbers and names) that have been completed in OMNI to the [corr-T4C-PBD@michigan.gov](mailto:corr-T4C-PBD@michigan.gov) mailbox within two days of program discharge and no later than one week prior to the scheduled parole date.
- The Reentry Facility Coordinator forward notification of unsatisfactory completion, program failures, or refusals of Discharge Summary Reports entered in OMNI to the PB mailbox, [Parole-Board-Suspends@michigan.gov](mailto:Parole-Board-Suspends@michigan.gov)
- The RFC notifies the T4C mailbox, [corrT4C-PBD@michigan.gov](mailto:corrT4C-PBD@michigan.gov) for delays in programming
- The RFC sends requests for amended parole dates for program completions to the PB mailbox at least two weeks prior to the scheduled parole date.

7. **Transition Team (TT) Meeting Occurs – Between 25 and 10 days prior to release.** Case-specific meeting for each releasing offender. In attendance are the offender, RFC, IPA, supervising field agent (or agent designee) if agent is unavailable, Employment Counselor. For State-managed sites of Wayne, Oakland and Calhoun Counties there is generally no community involvement with the Upper Peninsula having Resource Specialists representing local service providers. For the remainder of the sites which have a contracted administrative agency, local Resource Specialist(s) (funded through that agency with reentry funds) attend these meetings. The supervising field agent usually conducts the meeting covering a discussion on; offender needs (i.e., housing, employment, substance abuse, mental health, transportation), status of vital documents, supervision conditions, veterans benefits, COMPAS results. The Resource Specialist provides "service navigation" information both to the supervising agent and offender on what services are available to target identified needs and case coordination support to supervising field agents in processing referrals for services, including setting follow-up appointments during the TT meeting. Though RS staff first meets offenders at the TT meeting, their involvement may continue post-release in providing case-coordination support to supervising field

agents to connect offenders to services such as transportation, clothing, housing, employment training and job placement, mental health and health care services. Other community involvement at TT meetings may occur depending on the offender's home placement and the their presenting needs and may result with participation from the local; Friend of the Court, substance abuse agency, community college, mentoring agency or workforce development agency.

The TAP Development by Supervising Field Agent occurs within five days of TT meeting completing the "Tasks" and "Activities" of the TAP.

Venue (In order of preference, these three options are used to conduct TT meetings):

- In-Person at the In Reach Prison
- Video-Conference: If In-Person is not feasible (i.e. travel distances, weather, scheduling), typically between the prison and local parole office
- Phone Conference: If In-Person or video-conference is not feasible (no video capability)

Tasks Occurring Prior to TT Meeting:

- Scheduling: The RFC confirms the TT meeting date with the local parole/probation office providing a listing of offenders scheduled for the meeting. For sites with an Administrative Agency (AA), provides listing to the local Community Coordinator and/or Resource Specialist. Completes a CFJ-140 Form (Referral Form) and forwards form to the AA authorizing their participation at the meeting (used to authorize participation by AA staff).
- Releases of Information (ROI): Offenders sign releases for healthcare (CHJ-121), substance abuse (CSJ-157), and general information (CSJ-158). The Releases must be retained throughout the offender's supervision with ROIs shared with the supervising field agent in advance of the TT meeting. Offenders may obtain copies of their health and mental health care records covering: labs, health screen specialty health clinic services, vision, and medical accommodations needed. In addition, for offenders with current or past involvement in prison-based mental health services, a needs assessment may be provided prepared by the local prison Out-Patient Mental Health Team (OPMHT).

Timeframes (TT Meeting):

- |                               |  |
|-------------------------------|--|
| • S.A.I. Parolee/Probationer: | Completed between day 25 and 10 (of scheduled release) |
| • P70/T4C:                    | Completed between day 25 and 10 (of scheduled release) |
| • P70:                        | Completed between day 25 and 10 (of scheduled release) |

8. **TAP, Supervision Orders and Transportation Plans are reviewed.** The IPA meets with offenders to review their completed TAP, supervision orders answering any additional questions, and covering any appointments that have been scheduled for post-release services. Transportation plan is also reviewed covering their transfer from the facility to the local parole/probation office their day of release.

Timeframes (TT Meeting):

- |                               |   |
|-------------------------------|---|
| • S.A.I. Parolee/Probationer: | Completed between day 10 and 1 (of scheduled release) |
| • P70/T4C:                    | Completed between day 10 and 1 (of scheduled release) |
| • P70:                        | Completed between day 10 and 1 (of scheduled release) |

# STATE OF MICHIGAN

Contract No. 071B7700204  
Offender Success Administrative Agency Services

## EXHIBIT N OFFENDER SUCCESS SERVICE PARAMETERS

This document represents an update to the revised Service Parameters (SP) that went into effect on October 1, 2012.

### **FORMATTING:**

This document is set up to provide the universal requirements for the service category identified as an introduction to the service types. Bulleted items are identified under each category that will provide the site with information regarding what the documentation MDOC will be asking for during site reviews.

### **EXEMPTIONS:**

There will be a need for Administrative Agency's (AA's) to submit exemptions to these parameters allowing for new services and emerging best practices to be used in promoting outcomes for Employment and Retention. A process is in place that allows AA's to request the addition of a service type that currently is not listed on the SP document, but has been identified as a need by a local Steering Team. This is to be processed as a Budget Adjustment Request (BAR) because the site is asking for an amendment (and addition of a line item) to the approved budget and will be moving money between line items and/or categories. Please refer to Exhibit R – Offender Success Financial Guide for more information.

### **VERIFICATION OF REFERRAL AND SERVICE PROVIDED:**

All direct services provided for an offender require the submission of a CFJ-140 (Offender Referral Form). Services performed in support of service category work do not require the submission of a CFJ-140. However, for all categories that do not require a CFJ-140 to support work performed, the site is expected to have some form of documentation to support the hours worked and what was completed during the recorded hours.

### **Funding Authorization:**

Each category identifies what programs and services are authorized for payment. Funding is **NOT** authorized for the following type of activity (list is not exclusive) and questions regarding expenses should be directed to ORU prior to expenditure:

- Services provided that are not specifically spelled out in a contract, agreement or amendment thereof.
- Services provided that are not associated with an agent submitted referral.
- Food and/or entertainment of agency or vendor (potential or current).
- Travel not in compliance with the State Standardized Travel Regulations and allowable state rates.
- For group activities, expenses for offenders without a specific referral in the service category that is applicable (i.e. mentoring).

### **REQUIRED DOCUMENTATION to Support Reported Data and Costs:**

The below listing, not all inclusive, contains documentation which may be requested to verify monthly invoicing as well as requested at the time of program or financial site reviews. Confirmation of referrals for the service.

- Documentation to support negotiation of rates.
- Accurate monthly expense reports submitted on the correct MDOC form.
- A detailed monthly and state fiscal year-to-date detailed general ledger report that identifies offender reentry revenues and expenses.
- Timekeeping records to verify staff invoiced hours. Agency review of sub-contractor performance.

### **RESIDENTIAL STABILITY**

Services authorized:



24/7 Structured Housing	<p>Includes room and board for housing that provides an alcohol and drug-free living environment to offenders. Must include the following:</p> <ul style="list-style-type: none"> <li>○ Security of the facility shall be maintained at all times.</li> <li>○ Agencies must conduct and document regular rounds. Copies should be made available upon request.</li> <li>○ Agencies must conduct and document regular counts to include head counts, visual inspections, and physical presence (verify exposed skin and a visual check for a physical indication of life).</li> <li>○ Agency staff shall monitor residents, visitors, and staff movement into and out of the facility. Parole staff shall be consulted prior to the allowance of visitors to ensure compliance of parole conditions.</li> <li>○ Agencies that house both male and female parolees, must house these populations in secure and segregated areas</li> <li>○ Residents shall be provided 3 meals a day, seven days a week, meeting nutritional requirements established as U.S. Required Daily Averages.</li> <li>○ Agencies shall monitor housing placements to ensure health and safety regulations are maintained.</li> <li>○ Agencies shall assure standards for quality housing consistent with local community standards.</li> <li>○ Agencies shall comply with bed bug treatment procedures issued by the Michigan Department of Health and Human Services Manual for Prevention and Control of Bed Bugs (Shelters and Transitional Living). Agencies shall make all Pest Treatment and Prevention reports, invoices, and/or contracts available upon request.</li> <li>○ Agencies shall maintain and/or develop a roster of permanent housing resources and partnerships.</li> <li>○ Agencies shall maintain monthly housing case plans for each PR resident.</li> <li>○ Agencies shall work with participants to transition into permanent housing.</li> <li>○ Agencies shall immediately notify the supervising agent if residents fail to return to the facility, are being removed from the facility, or are non-compliant with parole conditions and/or facility rules.</li> <li>○ Agencies shall comply with the Americans with Disabilities Act (ADA) and Fair Housing Act and shall notify the designated Michigan Department of Corrections Program Manager within 24 hours for reasonable accommodation requests necessary for disabled offenders to use housing.</li> <li>○ Agencies shall have procedures in place to secure and dispense all medications for parolees.</li> <li>○ Agencies shall immediately report critical incidents to the supervising agent, fiscal agency, and/or law enforcement. Critical incidents include: <ul style="list-style-type: none"> <li>• Assaultive Behavior - Physical contact of a parolee, Contractor staff, or visitor as the result of an attack on, or intentional, non-consensual touching of, another person in anger or with intent to abuse.</li> <li>• Serious Physical Injury – Physical injury of a parolee or visitor that requires hospital admission, inpatient care, or emergency room treatment.</li> <li>• Sexual Assault – Sexual penetration of, or sexual contact with, a parolee, Contractor staff, or visitor, or</li> </ul> </li> </ul>
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	<p>intentional non-consensual or consensual touching of a parolee's, Contractor staff's, or visitor's genital area, buttocks or breasts. This encompasses Contractor staff to parolee or visitor sexual assault, parolee to Contractor staff or visitor sexual assault, parolee to parolee sexual assault, and visitor to parolee or Contractor staff sexual assault.</p> <ul style="list-style-type: none"> <li>• Death – A parolee died while residing in the facility or a visitor died while at the facility.</li> <li>• Suicide – Suicide/Suicide attempt in a facility by a parolee or visitor.</li> <li>• Drugs - Drug possession, distribution, or overdose in a facility by a parolee or visitor.</li> <li>• Firearms/Explosives – Possession or discharge of a firearm or explosive by a parolee, Contractor staff, or visitor.</li> <li>• Force – use of force to control a parolee or visitor.</li> <li>• Hostage Situation - Act or threat of an act of hostage-taking by a parolee, visitor, or Contractor staff.</li> <li>• Facility Failure - Major physical plant failure in a facility which results in building damage or loss of electrical power, heat, water, sewer or perimeter security. This applies only when the condition significantly affects facility security or the welfare of Contractor staff, parolees and visitors (e.g., loss of emergency power for security system).</li> <li>• Fire, Explosion or Natural Disaster resulting in death, serious physical injury, or physical damage to facility property.</li> <li>• Chemical Spill – Major chemical or toxic spill in a facility.</li> <li>• Arrests – Arrest of Contractor staff, visitor, or employee while at the facility.</li> <li>• Trespassing – Any person who enters the facility or remains without the consent of an authorized staff member.</li> <li>• Breach of Security – Any person, other than facility staff, which has passed the security checkpoint without the knowledge of an authorized staff member.</li> <li>• An unusual event not identified above but which may attract public or media attention or which may expose the Department to potential liability.</li> </ul>
Base Housing/Rents	<p>Includes all <b>landlord tenant agreements</b>, <b>hotel/motel</b> options and <b>congregate housing</b> type services for a daily/weekly/monthly rate.</p> <p>Rates/Rents shall include utility costs and a working refrigerator and stove (Not required in hotel/motel arrangements). Agencies shall comply with the Americans with Disabilities Act (ADA) and Fair Housing Act and shall notify the designated Michigan Department of Corrections Program Manager within 24 hours for reasonable accommodation requests necessary for disabled offenders to use housing.</p> <p>Rates/ Rents may include first/last month's rent and rental subsidy costs.</p>
Housing Supplies	<p>Basic supplies needed to support daily living, basic cookware and utensils, cleaning items, and linens.</p>

	Costs to clean units/rooms at tenant turn-over may be covered under this service
Resource Specialist	Providing case coordination activities necessary in providing services and promoting good housing outcomes. These services should include assessing needs and providing supportive services, collaborating with others to address situational barriers, and using other community agencies for additional necessary services. May include housing recruitment, monitoring housing provider locations and services and working with housing providers to address offender situational needs.

#### **JOB PLACEMENT:**

Services authorized:

Vocational Assessment	An assessment of academic and vocational skills that assist to ensure the likelihood of success in choosing what level of need exists and choosing an appropriate occupation. Information contained within Workforce Development (WFD) packets are to be used to only prescribe those services necessary to place offenders into employment.
Job Readiness	Based upon the assessment of the offender's needs, all services shall be provided to meet the identified need(s). These services may include developing a résumé, developing a cover letter, and soft skill enhancement (i.e. proper dress and hygiene).  Funding of soft skill enhancement will only occur if the identified service includes the expected outcome of job placement. .
Job Search	Job Search would include allowable activities not otherwise associated with Vocational Assessment and Job Readiness.  Job Search activities may include guided job search, instruction and guidance on appropriate and realistic job choices, job search methods, and informational sources regarding available jobs, job application construction, and the application process with the expected outcome of job placement.  .
Temporary Work Experience	For those offenders who lack a recent work history, references, or job skills, a temporary work experience or transitional employment in the public or private sector shall be utilized to develop a work history. Training time shall be measured in hours for this type of service
Try-Out Employment	Subsidized try-out employment is with an employer offering a position with the intent of job retention. The offender's wages shall be paid by the Offender Success program contractor or employer at a negotiated rate that will not exceed the per-hour or per-offender rate. The negotiated rate must demonstrate that the best rate was achieved for the service provided. The employment opportunity must be in an area of skill building, aligning with permanent employment opportunities in the community.
On-The-Job Training	On-the-job training is an activity that reimburses the employer for the costs of skill development and training a new employee for a specific job. The expectation of on-the-job training is that the employer will retain the offender as a full-time employee after completion of the training agreement.
Work Supplies	Work Supplies may include justifiable interview and work clothing including boots, work tools or other special training and job work related required items.
Job Development Specialist t	, Job Development shall include employer outreach and recruitment efforts, incentive information dissemination, post-placement follow-up with employers or parolees for purposes of employee support, job

	retention, troubleshooting, and/or intervention with employed parolees. Job Retention activities must include verifying in writing with either the employer or the supervising parole agent that the parolee has maintained employment, the average hours of work per week and wage rate. Also must include working with prison staff (e.g., Employment Counselors, Reentry Facility Coordinators) to facilitate employment workshops, orientations, job fairs, in connecting employers with offenders prior to their release into the community.
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An offender may receive one service, a combination of services, or all of the services for: Job Readiness, Vocational Assessment, Job Search or Work Supplies. An offender may only receive one of the following: Temporary Work Experience, Try-out Employment or On-the-Job Training.

#### **SOCIAL SUPPORT:**

##### Authorized Services:

Clothing Assistance	Clothing Assistance is defined as non-employment related clothing. The preferred method of purchase is utilization of a voucher.
Hygiene/Food Assistance	Care packages that contain basic items for personal grooming (soap, shampoo, toothbrush, toothpaste, lotion, comb, deodorant, razor, shaving cream, haircut vouchers) or basic food items to assist parolees with their transition from prison-to-community.
Identification	<p>Essential documents such as valid Michigan State identification card, driver's license and reinstatement fees, birth records, marriage license, divorce papers and ICE-Employment Authorization Cards needed to provide identification for as required for employment, housing and benefit processing.</p> <p>Enhanced driver's license and enhanced state ID cards <b><u>are not</u></b> allowable expenses.</p> <p>ICE-Employment Authorization Cards will be reimbursable only with authorization of the FOA Co-Chair or designated FOA staff member.</p> <p>Funds shall cover Michigan Secretary of State - Standard Reinstatement Fee only.</p>
Law Enforcement	<p>Costs associated shall only include supervision and monitoring activities such as Night Hawk and local transition meetings and orientation events for participants and law enforcement personnel.</p> <p>Note: Funding is not to be utilized to provide food at these events.</p>
Mentoring	<p>Mentoring includes:</p> <ul style="list-style-type: none"> <li>• Mentee recruitment and outreach and retention</li> </ul> <p>One time mentor/mentee training and orientation</p> <p>Mentor shall include one or more of the following:</p> <ul style="list-style-type: none"> <li>• Life coaching</li> <li>• Improving social skills and accepting authority</li> <li>• Group and individual activities targeted at creating intentional relationships and impacting intrinsic motivation.</li> </ul> <p>Funding for group activities involving non-reentry participants will only be reimbursed based upon the percentage of those offenders referred for mentoring activities as verified by a CFJ 140.</p>
Pro-Social Activities	Pro-Social Activities may include graduation ceremonies (lunch and/or certificate), designed to reward good behavior, progress and recognize achievement.

Public Transportation	Transportation services provided by local transit authorities and available to the general public. Allowable costs include bus passes, bus tokens, vouchers and co-pays to access Government subsidized/public transit systems.
Private Transportation	Private Transportation may only be used as the option of last-resort.  Allowable costs may include fuel cards, bicycles and transport services negotiated at favorable per trip or per mile rates.  Authorized private transportation services may be provided to meet offender conditions of parole
Telephone Assistance	Installation and/or basic monthly charges for telephone services in accordance with the Michigan Department of Corrections, Field Operations Administrative Work Statement; <i>Telephone Services for Electronic Monitoring for Indigent Parolees</i> . A phone line may be provided for indigent parolees who are required to be monitored by tether/GPS.
Resource Specialist	Providing case coordination activities necessary in providing these services. These services should include assessing needs and providing supportive services, collaborating with others to address situational barriers, and using other community agencies for additional necessary services.

### **Health and Behavioral Health:**

#### **Authorized Services:**

Cognitive Behavioral Groups	All of the below must be tied to address COMPAS assessment results of the offender and be gender-responsive. <ul style="list-style-type: none"> <li>• Structured Approach (written curriculum).</li> <li>• Group and Individual Services must be gender-specific, with group services not allowing for co-mingling for female and male enrollees.</li> <li>• Documentation regarding what offenders are supposed to learn and what is supposed to change.</li> <li>• Success tracking to demonstrated proficiency.</li> <li>• Identify theoretical basis for identified activities which should involve one or more of the following: <ul style="list-style-type: none"> <li>○ Cognitive Restructuring</li> <li>○ Problem Solving</li> <li>○ Social Skills Development</li> <li>○ Moral Development</li> </ul> </li> </ul>
Batterer Intervention Services	Includes both domestic violence risk assessment/intake and batterer prevention/intervention programming. Both types of services must adhere to Batterer Intervention Standards for the State of Michigan created by the 1998 Governor's Task Force on Batterer Intervention Standards. ( <a href="#">1998 Batterer Intervention Standards</a> ). Group and Individual Services must be gender-specific, with group services not allowing for co-mingling for female and male enrollees.
Assessment	Assessment of mental health need must be made by a "Mental Health Professional" as defined by the Mental Health Code (MCL 330.1100b).  Assessment is defined as a mental health assessment/intake to address mental health treatment and needs.
Group Counseling	Group Counseling is the preferred method of treatment and includes group psycho-therapeutic treatment, integrated dual-disordered treatment when mental illness is the primary diagnosis, or trauma recovery treatment. Group and Individual Services must be gender-specific, with group services not allowing for co-mingling for female and male enrollees.

Individual Counseling	<p>If a Mental Health Professional makes the determination that group therapy is not appropriate or is not available in the community for the offender, Individual Counseling is allowable.</p> <p>This type of counseling is to be brief solution-focused outpatient counseling, regular psychotherapeutic treatment, or integrated dual-disordered treatment when mental illness is the primary diagnosis.</p>
Family Counseling	<p>Family Counseling and Support Services require an assessment of need. Those providing services are expected to provide counseling that is cognitive-based.</p> <p>All short-term family counseling services must:</p> <ul style="list-style-type: none"> <li>• be specific to the unique needs of the client;</li> <li>• accommodate new admissions at any time;</li> <li>• be facilitated by qualified and trained staff.</li> </ul>
Psychiatric Evaluation	<p>This service may be used to determine the appropriate level of mental health care, pharmaceutical treatment or to establish a diagnosis.</p> <p>This service may include initial drug testing for medication monitoring.</p>
Prescription Psychotropic Medication	<p>Medications prescribed to treat mental health diagnosis.</p> <p>This is allowable only as a stop gap measure for continuum of mental health care.</p> <p>Medication will be provided to maintain the offender's level of health in addressing a pre-existing mental health condition.</p>
Medication Review	<p>Review of prescription history to assess medication needs and to create an action plan that will assure continuity of prescription medical care.</p> <p>Allowable costs may include laboratory testing to assess medication levels.</p>
Prescription Medication Health Care	<p>This is allowable only as a stop gap measure for continuum of medical care.</p> <p>Medication will be provided to maintain the offender's level of health in addressing a pre-existing medical condition.</p>
Resource Specialist	<p>Providing case coordination activities necessary in providing these services. These services should include assessing needs and coordinating supportive services, collaborating with others to address situational barriers, and using other community agencies for additional necessary services.</p>

#### **Operations Support:**

Community Coordinator	Reimbursable costs may include salary, fringe benefits, supplies, materials, facilities.
Travel Community Coordinator	Travel costs associated with the Community Coordinator's regular job duties.
Outreach & Education	Continual outreach, education and advocacy in working within local communities. Outreach and education activities must be approved by the Offender Reentry Unit. Written verification of the program attended which may include any of the following: presentation materials, agendas, and promotional documents.
In-Reach	Services including vendor or staff coordination, facilitation, and/or participation during In-Reach sessions or orientations for participants pre-release, either in person, via teleconference, or telephone.

Training & Professional Development	Training & Professional Development activities must be Reentry specific and pre-approval from the Offender Reentry Unit. These trainings and activities must follow the State of Michigan Travel Regulations.
General Administration (Up to 20% of total budget)	<p>Reimbursement to include overhead costs: accounting, payroll, audit, legal, insurance, contracting, monitoring, staff recruitment, board support, and administrative supervision Administrative costs should be direct-billed whenever possible. Reimbursement for MIS (Management Information Systems) includes only those costs associated with maintaining MDOC data reporting requirements.</p> <p>Otherwise-allowable costs that cannot be identified with a specific program may be apportioned to multiple programs, including Offender Success, utilizing one or more bases that distribute the cost(s) across all programs in reasonable proportion to the benefits received. An agency that charges allocated costs to this program must provide a copy of its cost allocation plan to the MDOC Finance Division.</p>

# STATE OF MICHIGAN

Contract No. 071B7700204  
Offender Success Administrative Agency Services

## EXHIBIT O MONTHLY EXPENDITURE REPORT FORM

FY 2017 Monthly Expenditure Report (Rev. 4/1/16)				
Administrative Agency Name:		Report Month:		
Address & Zip Code:		Agency Contact and Phone Number:		
MPRI SERVICE TYPE CATEGORY	Budget Amount	Expenditures for Report Month	Year to Date Expenditures	Budget Remaining
1. <b>RESIDENTIAL STABILITY</b> Resource Specialist Expense ONLY All other RS Expenses	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00 \$0.00
2. <b>JOB PLACEMENT</b> Job Development Specialist Expense ONLY All other ER Expenses	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00 \$0.00
3. <b>SOCIAL SUPPORT</b> Resource Specialist Expense ONLY All other SS Expenses	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00 \$0.00
4. <b>HEALTH AND BEHAVIORAL HEALTH</b> Resource Specialist Expense ONLY All other HBH Expenses	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00 \$0.00
<b>TOTAL PROGRAM FUNDING &amp; EXPENSES</b>	\$0.00	\$0.00	\$0.00	\$0.00
5. <b>OPERATIONS SUPPORT</b> Community Coordinator Travel (Community Coordinator only) Outreach & Education In-Reach Training & Professional Development General Administration				\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00



<b>TOTAL OPERATIONS SUPPORT</b>	\$0.00	\$0.00	\$0.00	\$0.00
Advance (Year End Deduction)				
<b>TOTAL PROGRAM &amp; OPERATIONS SUPPORT</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Administrative Agency Certification</b>				
		<b>Approved by:</b> _____		
		Name		Date
<b>MDOC USE ONLY</b>				
		<b>MDOC Finance:</b> _____		
		Name		Date
		<b>Contract Manager:</b> _____		
		Name		Date

# STATE OF MICHIGAN

Contract No. 071B7700204  
**Offender Success Administrative Agency Services**

**EXHIBIT P  
RESERVED**

# STATE OF MICHIGAN

Contract No. 071B7700204  
Offender Success Administrative Agency Services

## EXHIBIT Q SERVICE LEVEL AGREEMENTS (SLAs)



### MICHIGAN DEPARTMENT OF CORRECTIONS Procurement, Monitoring, and Compliance Division

<b>Agency/Vendor:</b> Macomb/St. Clair Workforce Development Board, Inc. – Region 6 – St. Clair County and Region 10 – Macomb County
<b>Contract #:</b> 071B7700204
<b>Effective Date:</b> 10/1/2017
<b>Metric: 1. Financial and Program Oversight</b>
<b>Definition and Purpose:</b>
The Contractor must serve as the Administrative Agency (AA) responsible for the administration of State Contract funds. The AA will provide financial and programmatic oversight of Offender Success (OS) funded services and activities in accordance with Exhibit A Statement of Work: Section 1.6 B.
<b>Data Source:</b>
Subcontract, Service Agreement and/or Memorandum of Understanding. Monthly Expenditure Report, Offender Success Data Collection Spreadsheet and General Ledger.
<b>Methodology:</b>
The State will review the submission of approved, signed, and executed subcontracts, service agreements and/or memorandum of understandings to ensure timeliness and compliance with contract requirements.
<b>Acceptable Standard:</b>
All approved and executed subcontracts, service agreements and/or memorandum of understandings shall be submitted to the State by the 14 <sup>th</sup> calendar day of the month services commenced. One or more signed and approved executed subcontracts, service agreements and/or memorandum of understandings submitted beyond 14 calendar days of service commencement will be considered an occurrence.
<b>Amount for Failing to Meet Service Level Agreement:</b>
A \$500 credit to the State will be assessed for each occurrence that fails to meet the Acceptable Standard. For any credit that is assessed, it will be deducted from a subsequent invoiced payment.
<b>Metric: 2. Financial</b>
<b>Definition and Purpose:</b>
The Contractor must provide Offender Success Data Collection Spreadsheet and Monthly Expenditure Report Forms of all OS funded services and activities to the State in accordance with Exhibit A: Statement of Work: 6.1.A and Exhibit J.
<b>Data Source:</b>
Monthly Expenditure Report, Offender Success Data Collection Spreadsheet and General Ledger.
<b>Methodology:</b>

The Offender Success Data Collection Spreadsheet shall be submitted timely and accurately by the 20th calendar day following the monthly reporting period. Accuracy will be reviewed monthly and corrections will be requested as needed. Verification of accuracy may include reviews of: offender files, subcontractor invoices, State databases, and other verifications of expenditures.
<b>Acceptable Standard:</b>
The Contractor must provide timely spreadsheets, reports and ledgers as required by the State. The Contractor must provide accurate spreadsheets, reports and ledgers as required by the State. Each month the State receives untimely spreadsheets, reports and/or ledgers will be considered an occurrence. Each month the State receives inaccurate spreadsheets, reports and/or ledgers will be considered an occurrence.
<b>Amount for Failing to Meet Service Level Agreement:</b>
A \$500 credit to the State will be assessed for each occurrence that fails to meet the Acceptable Standard. For any credit that is assessed, it will be deducted from a subsequent invoiced payment.
<b>Metric 3. Financial and Program Oversight</b>
<b>Definition and Purpose</b>
To insure effective Offender Success operations of Offender Success funded activities and services, the Administrative Agency is expected to conduct periodic reviews of vendor service provision, documentation, and billing in accordance with Exhibit A: Statement of Work: 1.6 I.
<b>Data Source:</b>
Subcontractor Site Review Reports
<b>Methodology:</b>
At least once during each Contract year, the Contractor must conduct a formal on-site review of each subcontractor's operations and provide copies of the site review reports to the State as soon as practicable, but no later than 30 days following completion of the report. At a minimum, the review must include: <ol style="list-style-type: none"> <li>1. Compliance with subcontract financial requirements.</li> <li>2. Compliance with subcontract programmatic requirements.</li> <li>3. Compliance with subcontract performance measures and outcomes.</li> <li>4. Compliance with correcting deficiencies cited in prior reviews.</li> </ol> <p>The State reserves the right to attend any formal on-site reviews conducted by the Contractor.</p>
<b>Acceptable Standard:</b>
Any subcontractor site visit not conducted and documented by the end of each Contract Year will be considered an occurrence. Any subcontractor site visit review reports that are not provided to the State later than 30 days following the completion of the report will be considered an occurrence.
<b>Amount for Failing to Meet Service Level Agreement</b>
A \$500 credit to the State will be assessed for each occurrence that fails to meet the Acceptable Standard. For any credit that is assessed, it will be deducted from a subsequent invoiced payment.
<b>Metric: 4. LEIN</b>
<b>Definition and Purpose:</b>
The contractor will provide the Law Enforcement Information Network (LEIN) Form to the Michigan Department of Corrections (MDOC) in accordance with contract standard 3.8.A.
<b>Data Source:</b>
Macomb/St. Clair Workforce Development Board, Inc. Staff Roster.
<b>Methodology:</b>

The MDOC will review the submission of the LEIN Information Form to ensure timeliness and compliance with contract requirements.

**Acceptable Standard:**

All contracted employees must be LEIN cleared by the MDOC prior to commencement of any work for or with MDOC offenders and yearly thereafter. Each employee that fails to meet this standard is considered to be an occurrence.

**Amount for Failing to Meet Service Level Agreement:**

A \$500 credit to the State will be assessed for each occurrence that fails to meet the Acceptable Standard. For any credit that is assessed, it will be deducted from a subsequent invoiced payment.

# STATE OF MICHIGAN

Contract No. 071B7700204  
Offender Success Administrative Agency Services

## EXHIBIT R OFFENDER SUCCESS FINANCIAL GUIDE

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## I. INTRODUCTION

This guide is intended as an aid in complying with financial accountability requirements that apply to administrative agencies and subcontractors under this program. Governing authorities for procedures outlined in this guide are the administrative agency contract, the Offender Success Service Parameters, and applicable State of Michigan financial and administrative regulations.

## II. ADVANCES

The Offender Success contract allows a contractor to request an annual cash advance equal to one-twelfth (1/12) of the total budget for that year. This advance must be requested within the first 30 days of the fiscal year. In exceptional circumstances, a second cash advance may be approved by MDOC upon receipt of sufficient justification. Requests for advances must be accompanied by a brief explanation of the necessity; additional support for the second cash advance may be required by MDOC. Requests for cash advances must be directed to MDOC Procurement Monitoring and Compliance Division (PMCD) designated contact (see "Contact Information" on the last page of this document).

Cash advances must be reconciled against the last expenditure report for the fiscal year (see year-end closeout procedures, below).

## III. REIMBURSEMENT

Except for the cash advances, the contract specifies that administrative agencies are reimbursed "for only those services which were incurred, or otherwise charged, under the month currently billed for." Accrued expenses will not be reimbursed.

### Allowable Costs

Allowed expenses are specified by the Service Parameters (SP) and limited by an agency's approved budget. A cost for a service or activity that is not specified in the Service Parameters is not allowable until an exemption to the SP is approved. The Contractor must contact the Offender Reentry Unit prior to incurring a questionable cost.

Only properly-referred offenders are eligible for services. The supporting documentation for a proper referral for services is the MDOC CFJ-140 form. Please be aware that the only version of the CFJ-140 accepted will be with a revision date of 2/10. For in-reach, the CFJ-140 is generated by staff at the in-reach facility; for all other services, a CFJ-140 is generated by the MDOC Field Agent. Reimbursement may be denied for expenses that are not supported by a CFJ-140 referral form. The referral form does not have to be submitted with the claim for reimbursement, but must be available for review upon request from MDOC. While a CFJ-140 is required for offender services and in-reach, work done in support of offender services, such as efforts to secure a pool of potential employers or landlords, does not require an associated CFJ-140. An example of the approved form can be found on page 13.

Administrative overhead costs may be allowed only if billed in compliance with a previously submitted and approved cost allocation plan to ensure equitable allocation of costs to the Offender Success program.

The following costs are not allowed:

- Costs not identified in the Service Parameters, unless an exemption request has been approved by MDOC to provide for that service.
- Expenses incurred in the prior fiscal year.
- Expenses that constitute pre-payment of expenses for the coming fiscal year.
- Expenses that are inadequately documented.
- Expenses for out-of-state travel (see Travel, below).
- Costs incurred under a subcontract more than 14 calendar days prior to submitting the subcontract to ORU for approval, or incurred under a subcontract subsequent to disapproval by MDOC.
- Costs billed retroactively under a new subcontract.
- Costs billed under a subcontract which are not explicitly authorized by that subcontract.

### Financial Management System

The contract states that an administrative agency must maintain a financial management system that "fully and accurately accounts for the use of funds." Among other things, the system must maintain a separate special revenue

fund and source documentation to support disbursements and expenditure of funds, and provide a fiscal year accounting verifying the same. The contract provides that expenditures that are not approved by the state may be considered void and not reimbursable.

Monthly expenditure reports must be accompanied by financial documentation to provided assurance that funds are being expended consistent with approved budgets, the Services Parameters, and state accounting requirements.

### **Monthly Expense Reports**

Under the contract, requests for expense reimbursement must be submitted using an MDOC-provided expenditure report (see attached sample) that has been approved by an administrative agency designee. The contract also requires expense reports to be submitted by the 20<sup>th</sup> of each month (late expenses may be denied).

Expense documentation must balance with the general ledger, which must balance with the expense report. Current-month and year-to-date figures must add up correctly.

Remember to account for one month's deductions or denied expenses in the subsequent month's year-to-date balances. Also, any other late posted transactions for the prior month.

Do not submit expenses that exceed amounts identified in the approved budget plan. Inaccurate or unallowable expense reports will be returned for correction prior to processing.

Preferably, reports should be emailed, but may be mailed if too large (see below). Additionally, the data submission to justify the monthly expenses is also due by the 20th of each month. This documentation must be emailed at the same time as the monthly expense reports to [MPRIstatements@michigan.gov](mailto:MPRIstatements@michigan.gov).

At a minimum, the following must be included in each month's invoicing:

- An accurate expense report on the correct form provided by the State (**See Exhibit O – Monthly Expenditure Report**)
- A detailed monthly and a state fiscal year-to-date general ledger report that identifies revenues and expenses.

Additional information may be required at the discretion of the MDOC, and may include, but not be limited to, any of the following:

- Copies of offender sign-in sheets utilized to track service delivery and cost.
- Copies of logs to document distribution of bus tokens and similar items.
- Copies of invoices from subcontractors.
- Mileage logs
- Copies of invoicing documentation to support general ledger and data collection spreadsheet entries
- For agencies whose general ledgers do not reflect the service categories as listed on the expense report, a spreadsheet will be required that ties the general ledger to the service categories identified in the monthly expense report.

Additional information may be required at the discretion of the MDOC, and may include, but not be limited to, any of the following:

- Copies of tracking sheets utilized to verify offender participation.
- Copies of logs to document distribution of bus tokens and similar items.
- Copies of invoices from subcontractors.
- Mileage logs
- Offender sign-in sheets

Each administrative agency must work with its MDOC program and finance staff contacts to ensure that adequate documentation is maintained and provided in order to ensure timely reimbursement.

### ***E-mailing reports***

#### **Expense Reports**



If the monthly report with attachments is no more than 5MB, it may be emailed to [mpristatements@michigan.gov](mailto:mpristatements@michigan.gov) . Please copy your PMCD (contract monitoring) staff contact on the email. The expense report, general ledger, and supporting documentation must be separate attachments; do not combine them into one large file. In addition, material should be sent in printable form; for example, please format any Excel spreadsheets for printing. Finally, be sure that your attachments will be readable; PDFs with tiny or blurred printing will not be accepted and payment may be delayed while MDOC awaits legible backup.

### ***Mailing reports***

If a hard copy must be mailed, please send to the following address:

Michigan Department of Corrections  
Grandview Plaza-PMCD 5<sup>th</sup> floor  
P.O. Box 30003  
Lansing, MI 48909

### **Cost Allocation**

The allocation of expenses among the service categories is guided by the Service Parameters. Expense reports that include incorrectly allocated expenses must be corrected as soon as possible, but no later than the next month's billing. The department may, at its discretion, deny incorrectly allocated expenses. The Agency's Cost Allocation Plan must be submitted for approval to MDOC at the same time as the Proposed Annual Budget Plan.

### **Travel**

#### **Purpose of Travel**

For travel expenses to be reimbursable, they must be incurred directly in support of the Offender Success program.

#### **Reimbursement Limits**

All travel must be consistent with statewide travel regulations and applicable state law, including provisions of the Department's budget act. Please be aware that federal travel rates and State of Michigan travel rates may differ. State travel rates are updated periodically, and limit reimbursement for meals, lodging, and mileage. For applicable travel rates and regulations, please refer to the following web page: [http://www.michigan.gov/dmb/0,1607,7-150-9141\\_13132---,00.html](http://www.michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html). Administrative Agencies are eligible for the premium mileage rate.

#### **Documentation**

Actual travel expenses must be documented in the form of receipts and mileage logs for all travel expenses for which reimbursement is sought; documentation must be available for review by MDOC upon request. When requesting reimbursement for any non-routine travel, please submit documentation with the monthly expense report. To avoid incurring expenses that may be disallowed, agencies are strongly encouraged to contact the Offender Reentry Unit prior to undertaking any non-routine travel. Mileage logs and other related documentation will be verified upon the annual site review.

#### **Out-of-State Travel**

Additional restrictions pertain to out-of-state travel. Prior approval from the MDOC must be obtained for any out-of-state travel for which reimbursement will be sought from state funds.

To request prior approval for out-of-state travel, please submit a written request to the Offender Reentry Unit as well as the appropriate PMCD staff. The request must include all of the following:

- A brief explanation of the proposed travel, how it will advance the objectives of the Offender Success program, and how it meets one or more of the exceptions specified in the budget act, which includes:
  - 1.) Comply with legal mandate or court order or for law enforcement purposes.
  - 2.) Protect the health or safety of Michigan citizens or visitors or to assist other states for similar reasons.
  - 3.) Produce budgetary savings or increase state revenues, or both, including protecting existing federal funds or securing additional federal funds.
  - 4.) Comply with federal requirements.

5.) Secure specialized training for staff that is not available within this state.

- The name(s) of any individuals for who travel approval is being requested.
- Date(s) of travel and destination(s).
- An estimate of the expenses for which reimbursement will be sought, accompanied by documentation sufficient to verify the estimated costs. For example, for a conference registration fee, a copy of the conference brochure or a current (not expired) link to the conference information webpage should suffice.

#### **Telephone Expenses**

Telephone expenses are allowable under limited circumstances:

- For an indigent parolee on GPS tether in a location without cell phone service, land line service must be for a single line only, without options such as call waiting, call forwarding, voicemail, long distance, and unlimited local calling. The Contractor or its subcontractor must request a pass code on the account. Telephone services for indigent parolees are governed by MDOC Field Operations Administration policy; for more information, contact your FOA Co-Chair, or your ORU liaison.
- Dedicated lines or cell phones used in performance of work by staff employed through the Contractor to perform reentry work covered under their agreement with the State. If a cell phone is used for a combination of personal and business calls, or if it is part of a family plan, only the reentry work-related portions of the cell charges are reimbursable. Contact MDOC-PMCD for more information.
- As part of a cost allocation plan under which costs have been correctly allocated to Offender Success.

#### **IV. SUBCONTRACTS**

The contract requires that each subcontract or agreement that derives its funding from the contract be submitted to ORU for review and approval within 14 calendar days of service commencement. Payment will be withheld if an applicable subcontract or agreement is not on file with ORU.

Subcontract financial provisions must include a period of performance, budget, pricing, and maximum amount payable. Subcontracts should not provide for retroactive effect; expenses submitted under retroactivity clauses will not be reimbursable unless prior approval is obtained from MDOC based on public safety reasons. See attached Subcontract Review Guide for a listing of standards MDOC uses to review and approve subcontracts.

Subcontractors also should have procurement procedures consistent with state policy, including written procedures regarding conflicts of interest and competitive bidding. It is expected that all subcontracts will be competitively bid. However, in the event that an administrative agency determines a sole-source may be necessary, MDOC-PMCD shall be notified prior to the agreement.

#### **V. BUDGET ADJUSTMENT REQUESTS (BARs)**

A Budget Adjustment Request (BAR) must be submitted each time a Contractor proposes to change its approved budget, whether it is shifting funds between line items within a service category, shifting funds from one category to another, or requesting an increase in funding. The BAR process ensures that the Contractor operates within an MDOC-approved budget for both authorized services and funding levels.

Approved BARs for funding increases may require a contract amendment approved by the State Administrative Board. For State Administrative Board approvals, contract amendments authorizing the increase may take up to 6 weeks to process from the time the BAR is approved by MDOC until the amendment is approved by the State Administrative Board. For deadlines pertaining to upcoming meeting dates, please contact the PMCD Financial Specialist.

Expenses that exceed the approved budgeted amount in any line item will not be reimbursed. If a BAR is necessary to ensure sufficient funds are available, it should be submitted well in advance of actual need, to allow time for review and approval prior to expenses exceeding the budgeted amount.

Community Coordinator budget shall not exceed the funding parameters issued by MDOC.

### **Checklist for BAR Processing**

1. **Obtain Co-Chair approval** prior to submitting BARs to the MDOC. Please be aware that Co-Chair approval does not necessitate MDOC approval.
2. **Complete the approved MDOC BAR form** (an updated electronic copy is available from PMCD Financial Specialist) to request the changes. The monetary movements are required, as well as a written justification for the budget adjustment.
3. **Justify increases or decreases in funding for each Service Type impacted by the BAR.** For decreases, justify the need and amount (e.g., low referrals, subcontract terminations, planned service will not be provided, obtained services at lower cost, etc.). For increases, justify the need and amount (increased referrals, expanding services, increased costs for current services, new services not previously budgeted, etc.)
4. **Justify overall funding increase to the Contractor's budget.** Only for BARS requesting an increase in the Contractor's budget. In addition to #3 above, justify why existing funding cannot be transferred from Service Type line-items, (e.g., current spending projections indicate no projected lapsed funding and decrease in other service areas has been considered). Be prepared to provide projection information upon request from the MDOC.
5. **Be thorough** in preparing the BAR with a full and complete narrative to assist MDOC in providing a quick turn-around of the request.
6. **Number each BAR** in the upper right hand corner. The first BAR submitted will be BAR #1, and so on. Regardless of the approval or denial status of the BAR, each one to be submitted will be numbered as its own version for tracking purposes.
7. **Obtain Contractor Approval** on the BAR through a signature of the Contracted Agency's Director, CEO or designee authorized to submit the BAR on behalf of the Contractor
8. **Submit the BAR**, Co-Chair approvals and any back-up documentation by email to the designated ORU Community Liaison and PMCD Contract Monitor or review.

### **VI. OTHER FUNDING SOURCES: GRANTS, MATCHING FUNDS, IN-KIND MATCHES**

Occasionally, a Contractor will receive funding, such as federal grant funding or funding that originates with another state agency that is passed through MDOC for expenditure by the site in fulfillment of a federal grant or state interagency agreement project. Such funds must be accounted for separately; MDOC has developed a separate monthly report form to be used on such occasions.

If your agency wishes to use state funds as a match, it must receive prior approval from the MDOC. Contact your ORU community liaison for further information.

### **VII. PROJECTIONS**

The contract requires an annual year-end projection report to be sent to PMCD Financial Specialist by August 31; however, another date may be specified and notice sent of such a change. The projection report must "cover the current fiscal year activity through September 30," and "provide projected amounts to be expended out for both August and September to arrive at the anticipated total expenditures for the year."

Agencies that received advanced funds will need to include any spending of the advance as part of the total.

In addition to the August projection required by contract, administrative agencies may be asked to provide a projection earlier in the year to help ensure accurate monitoring of expenses against available funding.

### **VIII. YEAR-END CLOSEOUT PROCEDURES; ENDING-YEAR PAYABLE ACCOUNTS**

If your agency received any advanced funds, the regular September expense report must include expenditure of the full advance (unless reconciled already). The advance must be utilized before reimbursement is sought from the remainder of the agency's comprehensive plan budget.

If your agency expects additional bills for a closing fiscal year to arrive after the October 20<sup>th</sup> due date for the September expense reports, the PMCD Financial Specialist must be notified of the estimated amount by 5:00 p.m. on October 20<sup>th</sup>. MDOC uses this estimate to develop a payable account necessary for the reimbursement of year-end expenses which are unable to be captured on the September bill. Failure to meet the deadline may result in insufficient funds being available to reimburse the expenses. After September expenses are submitted, a final closeout bill titled "Month 13" may be needed for late arriving bills the agency still wishes to be reimbursed with the

current fiscal year. This Month 13 fiscal year close out bill typically must be received no later than the first Friday in November. Deadlines are subject to change, depending on that year's State of Michigan year-end book-closing schedule. Questions on applicable deadlines may be directed to the PMCD Financial Specialist; look for reminder emails in August and September.

If insufficient funds are set aside in the prior-year payable account, expenses submitted in excess of the payable amount may go unreimbursed. MDOC has limited authority to use subsequent-year funds to pay prior-year expenses, but it is at the discretion of the department, and, if the excess expenses are approved, your agency's current-year budget will be reduced accordingly.

As part of the closeout process, a full-year general ledger must be provided in conjunction with the final expense report. Final year-end expenses and year-to-date figures in the expense report must balance to the general ledger.

## **IX. FINANCIAL SITE VISITS**

Financial site visits will be conducted at least once per year, and are intended primarily to provide assurance that funding provided to the administrative agency has been utilized for the approved and intended purpose. These will now be conducted at the same time as programmatic site visits whenever possible with contract monitoring staff also in attendance.

### **Financial System**

MDOC will review the general ledger, chart of accounts, cost allocation plan, and vendor invoices, retaining copies of each. MDOC may also review the agency's procedures for verifying expenditures and approving invoices for payment, and review whether and how the agency monitors expenses against the budget.

### **Subcontracting**

Agency financial monitoring of subcontractors will be reviewed, as will subcontractor responses to any agency recommendations.

### **Expenditure Verification**

Approximately three weeks prior to the site visit, MDOC staff will provide your agency with three individual months for which copies of source documentation must be provided and will be retained by MDOC. All expenses billed to reentry must be substantiated with actual vendor invoices and back up documentation that is expected to be available at the time of the site visit. These invoices should include the number of offenders served and the rate at which the department was billed. This should then correspond to the general ledger.

Verification of service related expenses will include tracing expenditure documentation step-by-step back to the CFJ-140 referrals that constitute the administrative agency's authorization for services. Source documentation will vary according to the type of expense sampled, but commonly will include proof of payment to vendor, copies of vendor invoices or receipts, distribution logs, offender sign-in sheets, and copies of all applicable CFJ-140s need to be available for sampling.

Current state travel rates. These rates are subject to change, please refer to:

[http://www.michigan.gov/dtmb/0,5552,7-150-9141\\_13132---,00.html](http://www.michigan.gov/dtmb/0,5552,7-150-9141_13132---,00.html)

<b>MICHIGAN DEPARTMENT OF CORRECTIONS</b>			
<b>FY 2017 Monthly Expenditure Report (Rev. 4/1/16)</b>			
<b>Administrative Agency Name:</b>		<b>Report Month:</b>	
<b>Address &amp; Zip Code:</b>		<b>Agency Contact and Phone Number:</b>	

MPRI SERVICE TYPE CATEGORY	Budget Amount	Expenditure s for Report Month	Year to Date Expenditures	Budget Remainin g
1 RESIDENTIAL STABILITY	\$0.00	\$0.00	\$0.00	\$0.00
Resource Specialist Expense ONLY				\$0.00
All other RS Expenses				\$0.00
2 JOB PLACEMENT	\$0.00	\$0.00	\$0.00	\$0.00
Job Development Specialist Expense ONLY				\$0.00
All other Job Placement Expenses				\$0.00
3 SOCIAL SUPPORT	\$0.00	\$0.00	\$0.00	\$0.00
Resource Specialist Expense ONLY				\$0.00
All other SS Expenses				\$0.00
4 HEALTH AND BEHAVIORAL HEALTH	\$0.00	\$0.00	\$0.00	\$0.00
Resource Specialist Expense ONLY				\$0.00
All other HBH Expenses				\$0.00
<b>TOTAL PROGRAM FUNDING &amp; EXPENSES</b>	\$0.00	\$0.00	\$0.00	\$0.00
5 OPERATIONS SUPPORT				
Community Coordinator				\$0.00
Travel (Community Coordinator only)				\$0.00
Outreach & Education				\$0.00
In-Reach				\$0.00
Training & Professional Development				\$0.00
General Administration				\$0.00

<b>TOTAL OPERATIONS SUPPORT</b>	\$0.00	\$0.00	\$0.00	\$0.00
Advance (Year End Deduction)				
<b>TOTAL PROGRAM &amp; OPERATIONS SUPPORT</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Administrative Agency Certification</b>				
<b>Approved by:</b>				
		_____	_____	
		Name	Date	
<b>MDOC USE ONLY</b>				
<b>MDOC Finance:</b>				
		_____	_____	
		Name	Date	
<b>Contract Manager:</b>				
		_____	_____	
		Name	Date	

**SAMPLE CFJ-140 (Revised 2/10)**  
**MICHIGAN DEPARTMENT OF CORRECTIONS**  
Offender Referral / Enrollment / Termination

4835-6140  
CFJ-140 2/10

Referral Section		
Service Agency		Agency's Phone
Offender's Name		Offender's Address
Offender's Phone		
MDOC Nbr.	Offender's Status	Is Offender Indigent?
	<input type="checkbox"/> Probationer <input type="checkbox"/> Parolee <input type="checkbox"/> Prisoner	<input type="checkbox"/> Yes <input type="checkbox"/> No
Referring Probation/Parole Agent: EDWIN L JONES		Agent's Phone (734) 434-1486

Program Services Requested		
Program Name	Program Type	Service Type

Agent's Reason For Referral		
Agent's Signature	Referral Date	Community Service Work
		Number of Hours:

Enrollment/Termination Section		
Enrollment Date	Case Manager/Counselor	Case Manager's Phone
Not Enrolled Because		
<input type="checkbox"/> Ineligible <input type="checkbox"/> Service Not Available <input type="checkbox"/> Inappropriate for Service <input type="checkbox"/> Refused Service <input type="checkbox"/> Failed to Appear <input type="checkbox"/> Other, Explain:		
Termination Date	Case Manager/Counselor	Case Manager's Phone
Terminated Because		
<input type="checkbox"/> Ineligible <input type="checkbox"/> Service Not Available <input type="checkbox"/> Inappropriate for Service <input type="checkbox"/> Refused Service <input type="checkbox"/> Failed to Appear <input type="checkbox"/> Program Completed <input type="checkbox"/> Other, Explain:		
Case Manager or Program Director's Signature		Date

Distribution: White - Service Agency

AGENCY NAME:		FY 2016 BAR SUBMISSION # :	
<b>BUDGET ADJUSTMENT</b>			
<b>SERVICE CATEGORY</b>	<b>CURRENT BUDGET</b>	<b>Requested Adjustment</b>	<b>REVISED BUDGET AMOUNTS</b>
1. Residential Stability		\$0.00	\$ -
2. Job Placement		\$0.00	\$ -
3. Social Support		\$0.00	\$ -
4. Health and Behavioral Health		\$0.00	\$ -
<b>SERVICE CATEGORY TOTAL</b>	\$ -	\$ -	\$ -
5. Operations Support		\$0.00	\$ -
<b>TOTAL FUNDING</b>	\$ -	\$ -	\$ -
<b>ADMINISTRATIVE AGENCY APPROVAL AS RECOMMENDED BY CO-CHAIRS</b>			
Typed Name and Title:		Signature:	Date
ORU Contract Manager Approval:			Date
Financial Services Manager Approval			Date
<b>Residential Stability</b>			
Please explain rationale for each adjustment (attach pages as necessary)			
<b>1. 24/7 Structured Housing</b>			<b>Requested Adjustment</b>
<b>2. Base Housing/Rent</b>			<b>Requested Adjustment</b>
<b>3. Housing Supplies</b>			<b>Requested Adjustment</b>
<b>4. Resource Specialist</b>			<b>Requested Adjustment</b>
<b>Residential Stability Total</b>			<b>\$0.00</b>



<b>MICHIGAN DEPARTMENT OF CORRECTIONS - OFFENDER RE-ENTRY SECTION</b> <b>FY 2016 YEAR END PROJECTION REPORT</b> <i>Instructions follow on the worksheet labeled "instructions"</i>			
<b>Administrative Agency Name:</b> name here <b>Address, with zip code</b> address line 1 address line 2 address line 3		<b>Due to MDOC:</b> <b>August 31</b>	
Service Type	Current Budget	Projected FY 2015-16 Expenditures Including Spending of Advance	Budget Remaining
<b>1. RESIDENTIAL STABILITY</b>	\$0	\$0	\$0
Resource Specialist	\$0		\$0
All Other RS Expenses	\$0		\$0
<b>2. JOB PLACEMENT</b>	\$0	\$0	\$0
Job Development Specialist	\$0		\$0
All Other Job Placement Expenses	\$0		\$0
<b>3. SOCIAL SUPPORT</b>	\$0	\$0	\$0
Resource Specialist	\$0		\$0
All Other SS Expenses	\$0		\$0
<b>4. HEALTH AND BEHAVIORAL HEALTH</b>	\$0	\$0	\$0
Resource Specialist	\$0		\$0
All Other HBH Expenses	\$0		\$0
<b>TOTAL PROGRAM FUNDING &amp; EXPENSES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>5. Operations Support</b>			
Community Coordinator	\$0		\$0
Travel (Community Coordinator Only)	\$0		\$0
Outreach & Education	\$0		\$0
In-Reach	\$0		\$0
Training & Professional Development	\$0		\$0
General Administration	\$0		\$0
<b>TOTAL OPERATIONS SUPPORT</b>	<b>\$0</b>	<b>\$ -</b>	<b>\$0</b>
<b>6. Grant Projects (if applicable)</b>			
	\$0		\$0
	\$0		\$0
	\$0		\$0
	\$0		\$0
	\$0		\$0
<b>TOTAL GRANT PROJECT FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>GRAND TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Administrative Agency Certification</b>			
<b>Approved by:</b> _____		Name _____ Date _____	

**Michigan Department of Corrections  
Payroll Certification for Offender Success Services**

In FY 2017-18, all personnel/staff costs that are billed directly to the Offender Success program are funded through each agency's Operations Support budget. This form certifies hours worked on the Reentry program and is required documentation for direct-billed costs of resource specialists, housing coordinators, community coordinators, and other employees of Reentry contractors and administrative agencies whose costs are billed directly to Prisoner Reentry.

The form must be signed and dated by the employee, the employee's supervisor and a representative of the administrative agency, all of whom, through their signatures, are attesting to the accuracy of the number of hours reported.

**Reported Month (mm/yyyy):** \_\_\_\_\_  
**Name of Organization Employing Staff:** \_\_\_\_\_

Employee Name and Title	Reentry Hours Worked	Signature of Employee Certifying Hours Worked	Date

\_\_\_\_\_  
**Employing Agency - Certifying Supervisor Signature (Title)** **(Date)**

\_\_\_\_\_  
**Offender Success Administrative Agency Designee (Title)** **(Date)**

***SAMPLE FISCAL YEAR PROPOSED BUDGET TEMPLATE***

Exhibit L - Fiscal Year 2017 Proposed Budget Plan (Oct. 1, 2016- September 30, 2017)				
1. BIDDER AGENCY NAME:				
2. REGION:				
SERVICE CATEGORY	SERVICE TYPE	PROJECTED NUMBER	LEVERAGED FUNDING	PROPOSED ANNUAL
Residential Stability	24/7 Structured Housing			
	Base Housing/Rents			
	Housing Supplies			
	Resource Specialist	N/A		
Residential Stability Subtotals:		0	\$0.00	\$0.00
Job Placement	Vocational Assessment			
	Job Readiness			
	Job Search			
	Temporary Work Experience			
	Try-Out Employment			
	On-The-Job Training			
	Work Supplies			
	Job Development Specialist	N/A		
Job Placement Subtotals:		0	\$0.00	\$0.00
Social Support	Clothing Assistance			
	Hygiene/Food Assistance			
	Identification			
	Law Enforcement			
	Mentoring			
	Pro-Social Activities			
	Public Transportation			
	Private Transportation			
	Telephone Assistance			
	Resource Specialist	N/A		
Social Support Subtotals:		0	\$0.00	\$0.00
Health & Behavioral Health	Cognitive Behavioral Groups			
	Batterer Intervention Services			
	Assessment			
	Group Counseling			
	Individual Counseling			
	Family Counseling			
	Psychiatric Evaluation			
	Prescription Psychotropic Medication			
	Medication Review			
	Prescription Medication Health Care			
Resource Specialist	N/A			
Health & Behavioral Health Subtotals:		0	\$0.00	\$0.00
Operations Support	Community Coordinator	N/A		
	Travel Community Coordinator	N/A		
	Outreach & Education	N/A		
	In-Reach	N/A		
	Training & Professional Development	N/A		
	General Administration (Up to 20% of total budget)	N/A		
Operations Support Subtotals:		0	\$0.00	\$0.00
ALL SERVICE CATEGORY TOTALS		0	\$0.00	\$0.00
6. FY2017 Budget Amount				
Amount remaining to be budgeted				\$0.00

Offender Reentry Unit

## Subcontract Review Guide

SECTION I - Information						
Offender Success Site						
Administrative Agency		Review Date	Conditional Approval	Approved	Denied	
Community Liaison			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Subcontract Reviewed						
Services						
Services						
SECTION II- Review Standards						
			<b>Compliant</b>		<b>Information Received</b>	
<b>Compliant or Non-Compliant</b>			<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
1.	Has the contract/agreement been reviewed by the FOA Co-Chair?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
2.	Does the contract/agreement hold MDOC harmless?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
3.	Does the contract/agreement define the scope of work expected?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
4.	Does the contract/agreement clearly define all contract terms by breaking out service population, funding source or service category?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
5.	Does the contract/agreement outline a budget containing allowable costs as determined by MDOC?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
6.	Does the contract/agreement outline a unit cost that is reasonable? (Based upon reasonable person standard).		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					

	Notes					
7.	<b>Does the contract/agreement describe a method of payment and payment schedules?</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
8.	<b>Does the contract contain a Statement of Work that specifies measurable deliverables, expected outcomes and reporting requirements?</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
9.	<b>Does the contract/agreement assure that reporting requirements include a requirement of formal communication with the referring Field Agent regarding the status of those served in the program?</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
10.	<b>Does the contract/agreement contain performance standards and corrective actions for non-performance?</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
11.	<b>Does the contract/agreement contain inspection and audit provisions?</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
12.	<b>Does the contract/agreement contain required offender employment language or requirements?</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					
13.	<b>Does the contract/agreement contain appropriate signatures, approvals, acknowledgements, or witness?</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Information Requested					
	Notes					

# STATE OF MICHIGAN

Contract No. 071B7700204  
Offender Success Administrative Agency Services

## EXHIBIT S

### Vocational Village at Richard A. Handlon Correctional Facility -Program Summary

#### Introduction

With the goal of providing a positive learning community for prisoners who are serious about completing Career and Technical Education, the Vocational Village at the Richard A. Handlon Correctional Facility has been developed. Prisoners that are enrolled in Career and Technical Education as well as those prisoners earning their bachelor's degree from Calvin College are housed in D-Unit. By housing prisoners together who share a common goal of improving their lives through education, a positive, productive environment has been created. Housing the prisoners together offers many advantages such as the opportunity to discuss educational topics during non-class time, eating together and attending other programs and leisure time activities.

#### Capacity

When operating at full capacity, the Vocational Village will have approximately 165 Vocational Trade students, 27 vocational trade tutors, 12 building trade workers and 20 Calvin College students totaling 224 prisoners.

#### Vocational Programs Offered:

##### Building Trades –Carpentry:

Students are given instruction in basic "CORE" competencies such as safety, construction math, blueprint reading and the proper use of hand and power tools and then progress into Carpentry. In the Carpentry modules, students learn floor, wall and roof framing as well as instruction on door and window installation. Credentials are offered through the National Center for Construction Education and Research (NCCER). Students may also earn an OSHA 10-hour Construction Safety certificate as part of this program.

##### Building Trades – Plumbing :

Students will learn the skill sets required to gain employment as an entry level Plumber. Students are given instruction in basic "Core" competencies such as safety, construction math, blueprint reading and the proper use of hand and power tools and then progress into the Plumbing curriculum. Students who complete the program receive a nationally recognized certification through NCCER. As part of this program, prisoners may also receive an OSHA 10 - hour safety certification card.

##### Building Trades –Electrical:

Students will learn the skill sets required to gain employment as an entry level electrician. Students are given instruction in basic "Core" competencies such as safety, construction math, blueprint reading and the proper use of hand and power tools and then progress into the electrical curriculum. Students who complete the program receive a nationally recognized certification through NCCER. As part of this program, prisoners may also receive an OSHA 10 - hour safety certification card.

##### Computer Numerical Control (CNC)/Machine Tool:

Students will gain the knowledge to program and operate machines that fabricate parts used in the manufacturing industry. They also learn the proper use of manual milling machines and lathes. Students learn skills and techniques desired for employment as a CNC operator. Through Immersive Engineering, students may obtain nationally recognized credentials for the use of HAAS CNC Mills and Lathes.

##### Automotive Technology:

Students will complete basic studies of shop safety, basic automotive maintenance and repair, and shop skills' development. After completion of the basic studies, students may move on to more specific areas of study, including: engine repair, brakes, electrical systems, and transmissions. Upon completion of the program, students may have the opportunity to take the Michigan certification tests and earn a recognized credential in a specific skill area.

##### Horticulture:

Students will learn skills related to the field of horticulture. Students learn the fundamentals of plant science, soils, nutrition, plant propagation, and pest management. Further studies include greenhouse management, landscape design and maintenance, interior scaping, fruit and vegetable production, floriculture, and turf management.

**Welding:**

Students will receive instruction in Oxyacetylene, MIG and TIG welding. The brazing and cutting of metals are also covered. Certifications are offered through NCCER and students can earn the AWS-SENSE card by successfully completing the program.

**Employment Readiness Programs:**

**Workforce Development Packets:**

A Workforce Development Referral Packet is created by the Employment Counselor beginning at intake for each offender and presented to the offender upon release. The Packet contains the records of any national, state, and local certificates earned, as well as the skills obtained during incarceration along with copies of vital documents. The Certificate of Employability is also included in the Packet for qualified prisoners.

Electronic copies of the Packets are available upon request through the MDOC Education Office.

**Certificate of Employability:**

The goal of the certificate of employability is to provide returning offenders with documents that will help them secure employment. The benefit to the employer for hiring an offender with a certificate of employability is protection from the nuisance lawsuits that previously could occur when hiring someone returning to the community. The hope is that these documents will remove the stigma associated with hiring these citizens and eliminate the risk for employers.

Prisoners are eligible for the Certificate of Employability if they meet all of the following criteria:

Successful completion of a Career and Technical Education course, have no Class I Misconducts (formerly Major Misconducts) during the two years immediately preceding release, have no more than three Class II Misconducts (formerly Minor Misconducts) during the two years immediately preceding release, and score a Silver level or better on the WorkKeys test.

**Employment Readiness:**

Students are provided an overview of basic computer operations, keyboarding, using the internet and productivity programs, computer security and computer use in daily life. Students will also learn employability skills, including portfolio development and resume writing.

**WorkKeys:**

Eligible students will be able to take the ACT WorkKeys tests. WorkKeys is a job skills' assessment system measuring "real-world" skills that employers believe are critical to job success. The tests lead to nationally recognized workforce readiness certificates.

# STATE OF MICHIGAN

Contract No. 071B7700204  
Offender Success Administrative Agency Services

## EXHIBIT T MDOC VENDOR HANDBOOK FOR VENDOR EMPLOYEES ENTERING A SECURE FACILITY

When a Vendor's employees are working under a Contract between the Vendor and the State of Michigan/Michigan Department of Corrections (MDOC), due to safety and security concerns, the following rules apply to all of the Vendor's employees (Employees) working within a MDOC prison/facility. Any violation of the Vendor Employee Handbook may result in a Stop Order being issued against the Employee, the Employee's removal from his/her assignment under the Contract and may result in additional sanctions from the Vendor and/or law enforcement.

### Definitions

**Contraband:** Any article not specifically authorized for admittance into a correctional facility or on facility grounds, e.g. this list includes but is not limited to weapons, any firearm, alcohol, cell phones, cell/electronic watches, iphones, ipads, computers, laptops, tobacco, cigarettes and e-cigarettes, matches, lighters, Tasers®, mace, pepper spray, Google glasses, recording devices, ammunition, handcuff keys, walkie-talkies, yeast, fireworks, etc. (See **Attachment A** for permissible items allowed into a facility without a gate manifest.)

Cell phones, iphones, ipads, computes, laptops, tobacco and tobacco products may be stored in the employee's secured vehicle only while on facility grounds.

**Employee Permitted Items.** Employees are permitted to take the following items into the facility on their person: a photo ID, up to and no more than \$25.00 currency. See also **Attachment A**.

**Discriminatory Harassment:** Unwelcome advances, requests for favors, and other verbal or non-verbal communication or conduct, for example comments, innuendo, threats, jokes, pictures, gestures, etc., based on race, color, national origin, disability, sex, sexual orientation, age, height, weight, marital status, religion, genetic information or partisan considerations.

**Employee:** A person employed by the Vendor.

**Facility:** Any property owned, leased, or occupied by the Michigan Department of Corrections that is used to maintain custody over a prisoner or parolee, e.g prison, reentry center, health care area, etc.

**Offender:** A prisoner or parolee under the jurisdiction of the MDOC or housed in a MDOC facility.

**Overfamiliarity:** Conduct which has resulted in or is likely to result in intimacy; a close personal or non-work related association. Overfamiliarity is strictly prohibited. Examples are being at the residence of an offender, being at the residence of an offender's family, giving or receiving non-work related letters, messages, money, personal mementos, pictures, telephone numbers, to or from an offender or a family member of a listed visitor of an offender, exchanging hugs with an offender, dating or having sexual relations with an offender, etc.

**Over-the-Counter Medication:** Medication which can be purchased without a prescription in the United States.

**Prescription Medication:** Medication which cannot be purchased without authorization from a properly licensed health care authority.

**Sexual Harassment of Offenders:** Sexual harassment includes verbal statements or comments of a sexual nature to an offender, demeaning references to gender or derogatory comments about body or clothing, or profane or obscene language or gestures of a sexual nature. Sexual harassment is strictly prohibited.



**Sexual Conduct with Offenders:** The intentional touching, either directly or through clothing, of a prisoner's genitals, anus, groin, breast, inner thigh, or buttock with the intent to abuse, arouse or gratify the sexual desire of any person. Permitting an offender to touch you either directly or through clothing with the intent to abuse, arouse or gratify the sexual desire of any person. Invasion of privacy for sexual gratification, indecent exposure, or voyeurism. An attempted, threatened, or requested sexual act or helping, advising, or encouraging another person to engage in a sexual act with an offender. Sexual conduct with offenders is strictly prohibited.

### **General Requirements**

**Discrimination.** Employee shall not discriminate against a person on the basis of race, religion, sex, sexual orientation, race, color, national origin, age, weight, height, disability, marital status, genetic information or partisan considerations.

**Political Activities.** Employees cannot proselytize for any political group or religion in a facility and on MDOC grounds as this may cause safety and security issues within the facility.

**Conflict of Interest.** If any Employee has a family member or friend who is incarcerated, he/she must immediately notify their supervisor and the MDOC for proper facility assignment.

**Public Information.** Employees are not authorized to make public statements on behalf of the MDOC.

**Role Model.** Employees serve as role models to offenders. Therefore, Employees are to act in a professional manner at all times. Any arrest, citation, issuance of a warrant for a felony or misdemeanor offense or issuance of a personal protection order against the Employee must be immediately reported to his/her supervisor. Any action or inaction by an Employee which jeopardizes the safety or security of the facility, MDOC employees, the public or offenders is prohibited.

**Fitness for Duty.** Employees are required to be physically and mentally fit to perform their job duties. If you do not believe you are mentally or physically fit, please report this issue to your immediate supervisor. Employees shall immediately notify their supervisor if they are taking medication which may interfere with their work responsibilities.

**Use of Leave/Notice of Absence.** Employees are required to obtain preapproval of leave from their immediate supervisor. In the event of an unauthorized Employee absence, the Vendor must provide back-up staff.

**Punctuality.** Employees are required to be punctual and adhere to the work schedule approved by their supervisor and to be at their assignment at the start of their shift. This means that Employees must plan for proper travel time, inclement weather, and to go through the facility check-in process in order to at their assigned location at the start of their shift.

**Jail Time or Other Restricted Supervision.** No Employee shall be allowed to work in a facility while under electronic monitoring of any type, house arrest, or sentenced to jail time for any reason, including weekends, even if granted a work release pass.

### **Specific Vendor Employee Rules**

1. **Humane Treatment of Individuals.** Employees are expected to treat all individuals in a humane manner while on duty in a facility. Examples of actions of an Employee in violation of this rule include but are not limited to, displaying a weapon, using speech, an action or gesture or movement that causes physical or mental intimidation or humiliation, failing to secure necessary culinary tools, using abusive or profane language which degrades or belittles another person or group, etc.
2. **Use of Personal Position for Personal Gain.** Employees shall not engage in actions that could constitute the use of their position for personal gain. Example, employees are forbidden from exchanging with, giving to, or accepting gifts or services from an offender or an offender's family.
3. **Discriminatory Harassment.** Employees shall not engage in discriminatory harassment which includes but is not limited to, unwelcomed advances, requests for favors, other verbal or non-verbal communication or conduct based on race color, national origin, disability, sex, sexual orientation, age, height, weight, marital status, religion, genetic information, etc.

4. **Misuse of State or Vendor Property/Equipment.** Employees shall not misuse State or Vendor property. Examples: using property for a personal purpose beyond that of your job duties, removing items from the premises without authorization, etc.
5. **Conduct Unbecoming.** Employees shall not behave in an inappropriate manner or in a manner which may harm or adversely affect the reputation or mission of the MDOC. If an employee is arrested or charged with a criminal offense, this matter shall be reported to the Employee's supervisor. Any conduct by an Employee involving theft is not tolerated.
6. **Physical Contact.** Inappropriate physical contact with offenders and MDOC staff is prohibited. Examples include inappropriately placing of hands on another person, horseplay, etc.
7. **Confidential Records/Information.** Employees shall respect the confidentiality of other employees, MDOC staff and prisoners. Employees shall not share confidential information.
8. **Use of Health Care Services.** Employees shall only use the facility health care services in case of emergency, medical stabilization and for serious on-the-job injuries. When the clinic facilities are used for an emergency or on-the-job injury, the Employee is to be transferred as soon as practicable to a physician or hospital.
9. **Insubordination.** Based on the safety and security of the facility, there may be times where Employees are provided guidance from MDOC staff. Willful acts of Employees contrary to MDOC instructions that compromise the MDOC's ability to carry out its responsibilities, are prohibited.
10. **Reserved.**
11. **Searches.** Employees are subject to search while on facility property and prior to entry into a facility. Employees who refuse to submit to an authorized search will not be permitted into the facility.
12. **Emergency.** Employees must immediately respond during an emergency, e.g. call for assistance, respond to an emergent situation, etc. This may include participating in emergency preparedness drills conducted by the MDOC, e.g. fire drills.
13. **MDOC Rules, Regulations, Policies, Procedures, Post Orders, Work Statements.** Employees must be familiar with and act in accordance with MDOC rules, regulations, policies, etc. Employees are prohibited from interfering with and undermining the MDOC's efforts to enforce rules, regulations, etc.
14. **Maintaining Order.** Any action or inaction that may detract from maintaining order within the facility is prohibited, e.g. antagonizing offenders, inciting to riot, etc.
15. **Chain of Command.** Employees shall follow their chain of command. Complaints and concerns are to be submitted to the immediate supervisor unless the situation is an emergency.
16. **Criminal Acts.** Employees shall not engage in conduct that results in a felony or misdemeanor conviction. Employees must provide a verbal report to their immediate supervisor within 24 hours of a felony or misdemeanor citation or arrest, the issuance of any warrant, any arraignment, pre-trial conference, pleas of any kind, trial, conviction, sentencing, federal, diversion or dismissal.
17. **Contraband and Controlled Substances.** There is a zero tolerance policy regarding any Employee possessing, using or introducing controlled substances into a facility where offenders are housed. The possession and presence of contraband presents a safety and security risk and is prohibited. Possession, introduction, or attempting to introduce any substance including controlled substances or intoxicants into any facility is prohibited. Yeast is also prohibited which can be used to manufacture a prohibited or illegal substance.
18. **Use of Alcohol or Controlled Substance.** Employees are prohibited from consuming alcohol or any controlled substance while on duty or on breaks. Employees who report for duty with alcohol on his/her breath or when suspected of being under the influence of alcohol or a controlled substance, may be prohibited from entering into the facility or be immediately removed from their assignment.

19. **Reserved.**
20. **Introduction or Possession of Contraband.** Employees shall not introduce or possess unauthorized items such as escape paraphernalia, weapons, facsimiles of weapons, ammunition, wireless communication devices, cell phones, tobacco, electronic cigarettes, lighters, matches, firearm, alcohol, cell phones, cell/electronic watches, iphones, ipads, computers, laptops, Tasers®, mace, pepper spray, Google glasses, recording devices, handcuff keys, walkie-talkies, yeast, fireworks, etc.
21. **Motor Vehicles on the Premises of Prison Grounds.** All motor vehicles must be properly locked and secured. It is the employee's responsibility to ensure that unauthorized items or contraband are not in the motor vehicle. Motor vehicles on facility grounds may be searched at any time for any reason.
22. **Reserved.**
23. **Possession and/or Use of Medication.** Employees shall immediately notify their supervisor if taking prescribed medication which may interfere with the Employee's work responsibilities or the safety and security of the facility. Such medication includes but is not limited to: narcotic pain medication, psychotropic medication, mood altering medication and antihistamines. The Michigan Medical Marihuana Act (the Act), Initiated Law 1 of 2008, MCL 333.26421 – 333.26430, allows for the use of medical marihuana for individuals who have been diagnosed with a "debilitating medical condition." It is the position of the MDOC that Employees may not possess or use medical marihuana as it is both a federal and state offense.
24. **Reserved.**
25. **Reserved.**
26. **Entry into a Facility/Visiting Offenders.** Employees are not permitted in non-public areas of the facility for non-work related purposes, especially where offenders are housed.
- Generally, Employees may visit an offender only if that offender is an immediate family member and is housed at another facility other than where the employee works, unless the Warden has granted special approval. Employees, who have family members incarcerated in the MDOC, must let their supervisor know immediately who will subsequently report this information to the MDOC. An employee may visit an offender only if that offender is an immediate family member and is housed at a facility other than where the Employee is assigned to work. Immediate family member is defined as a parent, grandparent, step-parent, grandchild, sibling, spouse, mother-in-law, father-in-law, child, step-child, stepbrother/sister. Visiting an immediate family member who is an offender housed in a facility requires prior permission of both the Vendor and they MDOC.
27. **Dereliction of Duty.** Employees shall fully perform their job duties. Failure to do so is considered dereliction of duty and will be reported to the Vendor.
28. **Use of Force.** Employees shall use the least amount of force necessary to perform their duties. Excessive use of force will not be tolerated. Employees may act to reasonably defend themselves against violence.
29. **Exchange of Duties.** Employees shall not exchange duties or responsibilities with any MDOC staff.
30. **Duty Relief.** Employees shall not leave an assignment without prior relief or authorization from their immediate supervisor.
31. **Security Precautions.** Any action or inaction by an Employee which jeopardizes the safety or security of the facility, MDOC staff, the public or offenders is prohibited. Examples include but are not limited to, loss of equipment (knives, tools), propping open security doors or doors that should remain locked, allowing an unknown or unidentified individual into a building, unauthorized distribution of MDOC exempt policy directives/operating procedures, etc.
32. **Attention to Duty.** Employees shall remain alert while on duty. Sleeping or failure to properly observe an assigned area or offenders are examples of inattention to duty and are prohibited. Items that detract from the alertness of an Employee are prohibited. These items include but are not limited to computer games, books, reading pamphlets, newspapers, or other reading materials while on duty. (MDOC cookbooks, menus, non-exempt policies and procedures and postings, etc. are not considered prohibited items.)

33. **Reporting Violations.** Employees, who are approached by offenders to introduce contraband or violate the safety and security of the institution, shall concurrently report each time they are approached to the Employee's immediate supervisor and MDOC staff. Employees must report conduct involving drugs, escape, sexual misconduct, sexual harassment, workplace safety or excessive use of force. A complete written report of the approach must be made no later than the end of the Employee's work day.
34. **Reserved.**
35. **Reserved.**
36. **Reserved.**
37. **Reserved.**
38. **Reserved.**
39. **Reserved.**
40. **Reserved.**
41. **Reserved.**
42. **Employee Uniform Requirements.** Employees must wear their required uniforms as approved by the Vendor and the MDOC. Employees will not be permitted to enter the facilities without the proper Vendor approved uniform/work attire.
43. **Reserved.**
44. **Reserved.**
45. **Reserved.**
46. **Reserved.**
47. **Falsifying, Altering, Destroying, Removing Documents or Filing False Report.** Employees shall not falsify, alter, destroy or remove documents from the facility. Fraudulent reporting of an Employee's time is expressly prohibited.
48. **Giving or Receiving Gifts or Services.** Employees are prohibited from exchanging with, giving to, or accepting any gifts or services from offenders or an offender's family. This includes but is not limited to food and beverage items, shoe shines, clothing, paper products, stamps, delivering letters/correspondence, etc.
49. **Reserved.**
50. **Overfamiliarity or Unauthorized Contact.** Employees are prohibited from engaging in overfamiliarity with an offender, or an offender's family member or a listed visitor or friend of an offender. Relationships with an offender, other than an Employee with his or her approved family member, is prohibited regardless of when the relationship began. Any exceptions must have Vendor and MDOC prior approval.
51. **Sexual Conduct.** Employees are prohibited from engaging in sexual conduct with anyone while on duty.
52. **Sexual Harassment.** Employees are prohibited from sexual harassing anyone. Employees are prohibited from assisting, advising or encouraging any person to sexually harass another.
53. **Workplace Safety.** Threats made by Employees such as bomb threats, death threats, threats of assault, threats of violence are prohibited. Employees are prohibited from engaging with prisoners in contests like running or sprint challenges, weight lifting contests, etc. Employees shall not physically fight or assault any person on facility grounds. Employees may act to reasonably defend themselves against violence. If an Employee becomes aware of a threat of violence or an act of violence, the Employee shall immediately report this information to their supervisor/chain of command.

Employees will ensure proper storage and handling of tools, keys, equipment, and other items (e.g. metal cans, metallic items).

**ACKNOWLEDGMENT**

I acknowledge that I have received a copy of, have read, understand and agree to abide by the above additional conditions, including Attachment A. If I have any questions, I will ask my supervisor/manager.

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Print Employee Name

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Employee Signature

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Date

## ATTACHMENT A

### ALLOWABLE ITEMS WITHOUT GATE MANIFEST

Employees are allowed to bring the following items into a facility while on duty:

1. Driver license/personal identification.
2. Pens (clear) and pencils (no more than two (2) of each).
3. Small notebook.
4. Eyeglasses and sunglasses.
5. Cash, not to exceed \$25.00.
6. Personal keys.
7. One (1) comb, one (1) brush or one (1) pick; non-metal only.
8. One (1) wallet or one purse/bag; no larger than 6" x 8".
9. Umbrella, no pointed tips, no more than 20 inches total length.
10. Feminine hygiene products; one (1) day's supply.
11. One (1) tube lip balm (e.g., Chapstick), one (1) lipstick.
12. Hand cream/lotion (1.6 oz. or less) tube.
13. Non-alcoholic based anti-bacterial hand cleaning sanitizer (four (4) oz. or less).
14. Sunscreen (four (4) oz. or less).
15. Over-the-counter medication; one (1) day's supply limited to pain medication (e.g. aspirin, Tylenol, Ibuprofen) and antacids (e.g. Tums, Mylanta). Over-the-counter medication containing stimulants/relaxants (e.g., NoDoz, Sleepzeze, NyQuil, Dextrim) are prohibited. The medication must be factory sealed when brought in and be identifiable.  
  
**Note:** An Administrative Manifest from the MDOC is required for prescription medication.
16. One individual box/packet (unopened) paper tissues or one handkerchief.
17. Breath mints (one (1) oz. or less), hard candy/cough drops/throat lozenges (one (1) roll or package (six (6) oz. or less) of no more than ten (10) individually wrapped items); Commit nicotine lozenges (or similar brand) (ten (10) or less lozenges).
18. Coffee/tea/creamers/sugar/hot chocolate/coffee filters, soup/hot cereal/powdered drink mix, as described below:
  - Coffee – One (1) factory sealed, unopened non-metallic container containing no more than two (2) pounds to be transferred to clear plastic zip bag in presence of gate officer.
  - Tea/creamers/sugar – Single serving, sealed packets or in original packaging and transferred to clear plastic zip bag in presence of gate officer.
  - Hot Chocolate – Maximum of two (2) sealed packets in original packaging and transferred to clear plastic zip bag in presence of gate officer.
  - Coffee Filters – Maximum of one (1) unopened sealed bag in original packaging.
  - Soup/Hot Cereal/Powdered Drink Mix - Sealed packets or envelopes (no more than two (2)).

19. Pocket calendar (non-electronic).
20. One (1) clear, sealed, unopened plastic container of water not to exceed one (1) gallon.
21. Contact lens case; wetting solution and/or eye drops (non-prescription) – not to exceed ½ oz.
22. Factory sealed energy/protein/granola/candy bars – two (2).
23. Flashlight (mini) and case.
24. Street shoes during inclement weather to replace snowshoes/boots – one (1) pair.

# STATE OF MICHIGAN

Contract No. 071B7700204  
Offender Success Administrative Agency Services

## EXHIBIT U MDOC VENDOR HANDBOOK FOR VENDOR EMPLOYEES NOT ENTERING A SECURE FACILITY

When a Vendor's employees are working under a Contract (# ) between the Vendor and the State of Michigan/Michigan Department of Corrections (MDOC), due to safety and security concerns, the following rules apply to all of the Vendor's employees (Employees) working with probationers and parolees under MDOC supervision with the Field Operations Administration. Any violation of the Vendor Employee Handbook may result in a Stop Order being issued against the Employee, the Employee's removal from his/her assignment under the Contract and may result in additional sanctions from the Vendor and/or law enforcement.

### Definitions

**Contraband:** Articles not permitted in a FOA office include but are not limited to guns, knives, drones, Tasers®, mace, illegal substances and pepper spray.

**Employee Permitted Items:** Employees are permitted to take the following items in a FOA office: photo ID, money, a cell phone (but they cannot record). If services are offered on the Vendor's premises, the Vendor's employees may not have alcohol, illegal substances or firearms on the premises while providing services to MDOC offenders.

**Discriminatory Harassment:** Unwelcome advances, requests for favors, and other verbal or non-verbal communication or conduct, for example comments, innuendo, threats, jokes, pictures, gestures, etc., based on race, color, national origin, disability, sex, sexual orientation, age, height, weight, marital status, religion, genetic information or partisan considerations.

**Employee:** A person employed by the Vendor or the Vendor's subcontractor and the subcontractor's employees.

**Offender:** A parolee or probationer under the jurisdiction of the MDOC.

**Overfamiliarity:** Overfamiliarity, establishing a friendship, mutual attraction or intimate relationship with an offender, is strictly prohibited. Examples are:

- Conduct which has resulted in or is likely to result in intimacy; a close personal or non-work related association,
- Being at the residence of an offender,
- Being at the residence of an offender's family,
- Giving or receiving non-work related letters, messages, money, personal mementos, pictures, telephone numbers, to or from an offender or a family member of a listed visitor of an offender,
- Exchanging hugs with an offender,
- Dating or having sexual relations with an offender, etc.

**Sexual Harassment of Offenders:** Sexual harassment includes verbal statements or comments of a sexual nature to an offender, demeaning references to gender or derogatory comments about body or clothing, or profane or obscene language or gestures of a sexual nature. Sexual harassment is strictly prohibited.

**Sexual Conduct with Offenders:** The intentional touching, either directly or through clothing, of an offender's genitals, anus, groin, breast, inner thigh, or buttock with the intent to abuse, arouse or gratify the sexual desire of any person. Permitting an offender to touch you either directly or through clothing with the intent to abuse, arouse or gratify the sexual desire of any person. Invasion of privacy for sexual gratification, indecent exposure, or voyeurism. An attempted, threatened, or requested sexual act or helping, advising, or encouraging another person to engage in a sexual act with an offender. Sexual conduct with offenders is strictly prohibited.

### General Requirements



**Discrimination.** Employee shall not discriminate against a person on the basis of race, religion, sex, sexual orientation, race, color, national origin, age, weight, height, disability, marital status, genetic information or partisan considerations.

**Political Activities.** Employees cannot proselytize for any political group or religion in a FOA Office.

**Conflict of Interest.** If any Employee has a family member or friend who is incarcerated, on parole or on probation he/she must immediately notify their supervisor and the MDOC for proper assignment so that the assignment does not create a conflict of interest and to fill out a written request indicating the name of the offender, offender number, nature of relationship and purpose of the request.

**Public Information.** Employees are not authorized to make public statements on behalf of the MDOC.

**Role Model.** Employees serve as role models to offenders. Therefore, Employees are to act in a professional manner at all times. Any arrest, citation, issuance of a warrant for a felony or misdemeanor offense or issuance of a personal protection order against the Employee must be immediately reported to his/her supervisor. Any action or inaction by an Employee which jeopardizes the safety or security of the facility, MDOC employees, the public or offenders is prohibited.

**Fitness for Duty.** Employees are required to be physically and mentally fit to perform their job duties. If you do not believe you are mentally or physically fit, please report this issue to your immediate supervisor. Employees shall immediately notify their supervisor if they are taking medication which may interfere with their work responsibilities.

**Use of Leave/Notice of Absence.** Employees are required to obtain preapproval of leave from their immediate supervisor. In the event of an unauthorized Employee absence, the Vendor must provide back-up staff.

**Punctuality:** Employees are required to be punctual and adhere to the work schedule approved by their supervisor and to be at their assignment at the start of their shift. This means that Employees must plan for proper travel time and inclement weather, in order to be at their assigned location at the start of their work shift.

**Jail Time or Other Restricted Supervision.** No Employee shall be allowed to work in a FOA office or provide services to an offender while under electronic monitoring of any type, house arrest, or sentenced to jail time for any reason, including weekends, even if granted a work release pass.

#### **Specific Vendor Employee Rules**

1. **Humane Treatment of Individuals.** Employees are expected to treat all individuals in a humane manner while on duty in a facility. Examples of actions of an Employee in violation of this rule include but are not limited to, displaying a weapon, using speech, an action or gesture or movement that causes physical or mental intimidation or humiliation, using abusive or profane language which degrades or belittles another person or group, etc.
2. **Use of Personal Position for Personal Gain.** Employees shall not engage in actions that could constitute the use of their position for personal gain. Example, employees are forbidden from exchanging with, giving to, or accepting gifts or services from an offender or an offender's family.
3. **Discriminatory Harassment.** Employees shall not engage in discriminatory harassment which includes but is not limited to, unwelcomed advances, requests for favors, other verbal or non-verbal communication or conduct based on race color, national origin, disability, sex, sexual orientation, age, height, weight, marital status, religion, genetic information, etc.
4. **Misuse of State or Vendor Property/Equipment.** Employees shall not misuse State or Vendor property. Examples: using a computer for unauthorized purposes, using property for a personal purpose beyond that of your job duties, removing items from the premises without authorization, etc. This includes but is not limited to sexual images and pornography.

5. **Conduct Unbecoming.** Employees shall not behave in an inappropriate manner or in a manner which may harm or adversely affect the reputation or mission of the MDOC. If an employee is arrested or charged with a criminal offense, this matter shall be reported to the Employee's supervisor. Any conduct by an Employee involving theft is not tolerated.
6. **Physical Contact.** Inappropriate physical contact with offenders and MDOC staff is prohibited. Examples include inappropriately placing of hands on another person, horseplay, etc.
7. **Confidential Records/Information.** Employees shall respect the confidentiality of other employees, MDOC staff and offenders. Employees shall not share confidential information.
8. **Reserved.**
9. **Insubordination.** Based on the safety and security of the FOA office, there may be times where Employees are provided guidance from MDOC staff. Willful acts of Employees contrary to MDOC instructions that compromise the MDOC's ability to carry out its responsibilities are prohibited.
10. **Reserved.**
11. **Reserved.**
12. **Emergency.** Employees must immediately respond during an emergency, e.g. call for assistance, respond to an emergent situation, etc. This may include participating in emergency drills conducted by the MDOC, e.g. fire drills.
13. **MDOC Rules, Regulations, Policies, Procedures, Post Orders, Work Statements.** Employees must be familiar with and act in accordance with MDOC rules, regulations, policies, etc. Employees are prohibited from interfering with and undermining the MDOC's efforts to enforce rules, regulations, etc.
14. **Maintaining Order.** Any action or inaction that may detract from maintaining order within the FOA office is prohibited, e.g. antagonizing offenders, inciting to riot, etc.
15. **Chain of Command.** Employees shall follow their chain of command. Complaints and concerns are to be submitted to the immediate supervisor unless the situation is an emergency.
16. **Criminal Acts.** Employees shall not engage in conduct that results in a felony or misdemeanor conviction. Employees must provide a verbal report to their immediate supervisor within 24 hours of a felony or misdemeanor citation or arrest, the issuance of any warrant, any arraignment, pre-trial conference, pleas of any kind, trial, conviction, sentencing, federal, diversion or dismissal.
17. **Contraband and Controlled Substances.** There is a zero tolerance policy regarding any Employee possessing, using or introducing controlled substances into a FOA office. The possession and presence of contraband presents a safety and security risk and is prohibited. Possession, introduction, or attempting to introduce any substance including controlled substances or intoxicants into any FOA office is prohibited.
18. **Use of Alcohol or Controlled Substance.** Employees are prohibited from consuming alcohol or any controlled substance while on duty or on breaks. Employees who report for duty with alcohol on his/her breath or when suspected of being under the influence of alcohol or a controlled substance, may be immediately removed from their assignment.
19. **Reserved.**
20. **Reserved.**
21. **Reserved.**
22. **Reserved.**
23. **Possession and/or Use of Medication.** Employees shall immediately notify their supervisor if taking prescribed medication which may interfere with the Employee's work responsibilities or the safety and security of the facility. Such medication includes but is not limited to: narcotic pain medication, psychotropic medication, mood altering medication and antihistamines. The Michigan Medical Marihuana Act (the Act),

Initiated Law 1 of 2008, MCL 333.26421 – 333.26430, allows for the use of medical marihuana for individuals who have been diagnosed with a “debilitating medical condition.” It is the position of the MDOC that Employees may not possess or use medical marihuana as it is both a federal and state offense.

24. **Reserved.**
25. **Reserved.**
26. **Reserved.**
27. **Dereliction of Duty.** Employees shall fully perform their job duties. Failure to do so is considered dereliction of duty and will be reported to the Vendor.
28. **Use of Force.** Employees shall use the least amount of force necessary to perform their duties. Employees may act to reasonably to defend themselves against violence.
29. **Exchange of Duties.** Employees shall not exchange duties or responsibilities with any MDOC staff.
30. **Reserved.**
31. **Security Precautions.** Any action or inaction by an Employee which jeopardizes the safety or security of offenders is prohibited. Examples include but are not limited to, loss of equipment (knives, tools), propping open security doors or doors that should remain locked, allowing an unknown or unidentified individual into a building, unauthorized distribution of any MDOC exempt policy directives/operating procedures, etc.
32. **Attention to Duty.** Employees shall remain alert while on duty. Sleeping or failure to properly observe an assigned area or offenders are examples of inattention to duty and are prohibited. Items that detract from the alertness of an Employee are prohibited. These items include but are not limited to computer games, books, reading pamphlets, newspapers, or ipads, kindles other non-work related reading materials while on duty.
33. **Reporting Violations.** Employees, who are approached by offenders to introduce, transport or deliver contraband or violate the safety and security of the office, shall concurrently report each time they are approached to the Employee’s immediate supervisor and MDOC Program Manager. Employees must report conduct involving drugs, escape, sexual misconduct, sexual harassment, workplace safety or excessive use of force. A complete written report of the approach must be made no later than the end of the Employee’s work day.
34. **Reserved.**
35. **Reserved.**
36. **Reserved.**
37. **Reserved.**
38. **Reserved.**
39. **Reserved.**
40. **Reserved.**
41. **Reserved.**
42. **Employee Dress Requirements.** Employees must wear business appropriate clothing as approved by the Vendor and the MDOC. Employees will not be permitted to enter the office without the proper Vendor approved work attire. Examples of inappropriate attire are cut-off shorts, tube tops, bathing suits, see-through clothing, excessively ripped clothing, etc. Shirts and shoes are required.
43. **Reserved.**

44. **Reserved.**
45. **Reserved.**
46. **Reserved.**
47. **Falsifying, Altering, Destroying, Removing Documents or Filing False Report.** Employees shall not falsify, alter, or destroy documents or remove documents from the FOA office. Fraudulent reporting of an Employee's time is expressly prohibited.
48. **Giving or Receiving Gifts or Services.** Employees are prohibited from exchanging with, giving to, or accepting any gifts or services from offenders or an offender's family. This includes but is not limited to food and beverage items, shoe shines, clothing, paper products, stamps, delivering letters/correspondence, etc.
49. **Reserved.**
50. **Overfamiliarity or Unauthorized Contact.** Employees are prohibited from engaging in overfamiliarity with an offender, or an offender's family member. Relationships with an offender, other than an Employee with his or her MDOC approved family member, is prohibited regardless of when the relationship began. Any exceptions must have Vendor and MDOC prior approval.
51. **Sexual Conduct.** Employees are prohibited from engaging in sexual conduct with anyone while on duty.
52. **Sexual Harassment.** Employees are prohibited from sexual harassing anyone. Employees are prohibited from assisting, advising or encouraging any person to sexually harass another.
53. **Workplace Safety.** Threats made by Employees such as bomb threats, death threats, threats of assault, threats of violence are prohibited. Employees are prohibited from engaging with prisoners in contests like running or sprint challenges, weight lifting contests, etc. Employees shall not physically fight or assault any person. Employees may act to reasonably defend themselves against violence. If an Employee becomes aware of a threat of violence or an act of violence, the Employee shall immediately report this information to their supervisor/chain of command.

Employees will ensure proper storage and handling of tools, keys, equipment, and other items.

## ACKNOWLEDGMENT

I acknowledge that I have received a copy of, have read, understand and agree to abide by the above additional conditions, including Attachment A. If I have any questions, I will ask my supervisor/manager.

\_\_\_\_\_  
Print Employee Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

# STATE OF MICHIGAN

Contract No. 071B7700204  
Offender Success Administrative Agency Services

## EXHIBIT V PREA STANDARDS – FINAL ADULT PRISONS AND JAILS

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## **§ 115.5 General definitions.**

For purposes of this part, the term—

*Agency* means the unit of a State, local, corporate, or nonprofit authority, or of the Department of Justice, with direct responsibility for the operation of any facility that confines inmates, detainees, or residents, including the implementation of policy as set by the governing, corporate, or nonprofit authority.

*Agency head* means the principal official of an agency.

*Community confinement facility* means a community treatment center, halfway house, restitution center, mental health facility, alcohol or drug rehabilitation center, or other community correctional facility (including residential re-entry centers), other than a juvenile facility, in which individuals reside as part of a term of imprisonment or as a condition of pre-trial release or post-release supervision, while participating in gainful employment, employment search efforts, community service, vocational training, treatment, educational programs, or similar facility-approved programs during nonresidential hours.

*Contractor* means a person who provides services on a recurring basis pursuant to a contractual agreement with the agency.

*Detainee* means any person detained in a lockup, regardless of adjudication status.

*Direct staff supervision* means that security staff are in the same room with, and within reasonable hearing distance of, the resident or inmate.

*Employee* means a person who works directly for the agency or facility.

*Exigent circumstances* means any set of temporary and unforeseen circumstances that require immediate action in order to combat a threat to the security or institutional order of a facility.

*Facility* means a place, institution, building (or part thereof), set of buildings, structure, or area (whether or not enclosing a building or set of buildings) that is used by an agency for the confinement of individuals.

*Facility head* means the principal official of a facility.

*Full compliance* means compliance with all material requirements of each standard except for *de minimis* violations, or discrete and temporary violations during otherwise sustained periods of compliance.

*Gender nonconforming* means a person whose appearance or manner does not conform to traditional societal gender expectations.

*Inmate* means any person incarcerated or detained in a prison or jail.

*Intersex* means a person whose sexual or reproductive anatomy or chromosomal pattern does not seem to fit typical definitions of male or female. Intersex medical conditions are sometimes referred to as disorders of sex development.

*Jail* means a confinement facility of a Federal, State, or local law enforcement agency whose primary use is to hold persons pending adjudication of criminal charges, persons committed to confinement after adjudication of criminal charges for sentences of one year or less, or persons adjudicated guilty who are awaiting transfer to a correctional facility.

*Juvenile* means any person under the age of 18, unless under adult court supervision and confined or detained in a prison or jail.

*Juvenile facility* means a facility primarily used for the confinement of juveniles pursuant to the juvenile justice system or criminal justice system.

*Law enforcement staff* means employees responsible for the supervision and control of detainees in lockups.

*Lockup* means a facility that contains holding cells, cell blocks, or other secure enclosures that are:

(1) Under the control of a law enforcement, court, or custodial officer; and

(2) Primarily used for the temporary confinement of individuals who have recently been arrested, detained, or are being transferred to or from a court, jail, prison, or other agency.

*Medical practitioner* means a health professional who, by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her professional practice. A “qualified medical practitioner” refers to such a professional who has also successfully completed specialized training for treating sexual abuse victims.

*Mental health practitioner* means a mental health professional who, by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her professional practice. A “qualified mental health practitioner” refers to such a professional who has also successfully completed specialized training for treating sexual abuse victims.

*Pat-down search* means a running of the hands over the clothed body of an inmate, detainee, or resident by an employee to determine whether the individual possesses contraband.

*Prison* means an institution under Federal or State jurisdiction whose primary use is for the confinement of individuals convicted of a serious crime, usually in excess of one year in length, or a felony.

*Resident* means any person confined or detained in a juvenile facility or in a community confinement facility.

*Secure juvenile facility* means a juvenile facility in which the movements and activities of individual residents may be restricted or subject to control through the use of physical barriers or intensive staff supervision. A facility that allows residents access to the community to achieve treatment or correctional objectives, such as through educational or employment programs, typically will not be considered to be a secure juvenile facility.

*Security staff* means employees primarily responsible for the supervision and control of inmates, detainees, or residents in housing units, recreational areas, dining areas, and other program areas of the facility.

*Staff* means employees.

*Strip search* means a search that requires a person to remove or arrange some or all clothing so as to permit a visual inspection of the person's breasts, buttocks, or genitalia.

*Transgender* means a person whose gender identity (*i.e.*, internal sense of feeling male or female) is different from the person's assigned sex at birth.

*Substantiated allegation* means an allegation that was investigated and determined to have occurred.

*Unfounded allegation* means an allegation that was investigated and determined not to have occurred.

*Unsubstantiated allegation* means an allegation that was investigated and the investigation produced insufficient evidence to make a final determination as to whether or not the event occurred.

*Volunteer* means an individual who donates time and effort on a recurring basis to enhance the activities and programs of the agency.

*Youthful inmate* means any person under the age of 18 who is under adult court supervision and incarcerated or detained in a prison or jail.

*Youthful detainee* means any person under the age of 18 who is under adult court supervision and detained in a lockup.

#### **§ 115.6 Definitions related to sexual abuse.**

For purposes of this part, the term—

*Sexual abuse* includes—

- (1) Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident; and
- (2) Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer.



*Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident* includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:

- (1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- (2) Contact between the mouth and the penis, vulva, or anus;
- (3) Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
- (4) Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

*Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer* includes any of the following acts, with or without consent of the inmate, detainee, or resident:

- (1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- (2) Contact between the mouth and the penis, vulva, or anus;
- (3) Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (4) Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (5) Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (6) Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs (1)-(5) of this section;
- (7) Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident, and
- (8) Voyeurism by a staff member, contractor, or volunteer.

*Voyeurism by a staff member, contractor, or volunteer* means an invasion of privacy of an inmate, detainee, or resident by staff for reasons unrelated to official duties, such as peering at an inmate who is using a toilet in his or her cell to perform bodily functions; requiring an inmate to expose his or her buttocks, genitals, or breasts; or taking images of all or part of an inmate's naked body or of an inmate performing bodily functions.

*Sexual harassment* includes—

- (1) Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one inmate, detainee, or resident directed toward another; and
- (2) Repeated verbal comments or gestures of a sexual nature to an inmate, detainee, or resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

<i>Prevention Planning</i>	
<i>§ 115.11 Zero tolerance of sexual abuse and sexual harassment; PREA coordinator.</i>	
(a)	An agency shall have a written policy mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the agency's approach to preventing, detecting, and responding to such conduct.
(b)	An agency shall employ or designate an upper-level, agency-wide PREA coordinator with sufficient time and authority to develop, implement, and oversee agency efforts to comply with the PREA standards in all of its facilities.
(c)	Where an agency operates more than one facility, each facility shall designate a PREA compliance manager with sufficient time and authority to coordinate the facility's efforts to comply with the PREA standards.
<i>Prevention Planning</i>	
<i>§ 115.12 Contracting with other entities for the confinement of inmates.</i>	
(a)	A public agency that contracts for the confinement of its inmates with private agencies or other entities, including other government agencies, shall include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
(b)	Any new contract or contract renewal shall provide for agency contract monitoring to ensure that the contractor is complying with the PREA standards.
<i>Prevention Planning</i>	
<i>§ 115.13 Supervision and monitoring.</i>	
(a)	The agency shall ensure that each facility it operates shall develop, document, and make its best efforts to comply on a regular basis with a staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect inmates against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, facilities shall take into consideration: <ol style="list-style-type: none"> <li>(1) Generally accepted detention and correctional practices;</li> <li>(2) Any judicial findings of inadequacy;</li> <li>(3) Any findings of inadequacy from Federal investigative agencies;</li> <li>(4) Any findings of inadequacy from internal or external oversight bodies;</li> <li>(5) All components of the facility's physical plant (including "blind-spots" or areas where staff or inmates may be isolated);</li> <li>(6) The composition of the inmate population;</li> <li>(7) The number and placement of supervisory staff;</li> <li>(8) Institution programs occurring on a particular shift;</li> <li>(9) Any applicable State or local laws, regulations, or standards;</li> <li>(10) The prevalence of substantiated and unsubstantiated incidents of sexual abuse; and</li> <li>(11) Any other relevant factors.</li> </ol>
(b)	In circumstances where the staffing plan is not complied with, the facility shall document and justify all deviations from the plan.
(c)	Whenever necessary, but no less frequently than once each year, for each facility the agency operates, in consultation with the PREA coordinator required by § 115.11, the agency shall assess, determine, and document whether adjustments are needed to: <ol style="list-style-type: none"> <li>(1) The staffing plan established pursuant to paragraph (a) of this section;</li> <li>(2) The facility's deployment of video monitoring systems and other monitoring technologies; and</li> <li>(3) The resources the facility has available to commit to ensure adherence to the staffing plan.</li> </ol>
(d)	Each agency operating a facility shall implement a policy and practice of having intermediate-level or higher-level supervisors conduct and document unannounced rounds to identify and deter staff sexual abuse and sexual harassment. Such policy and practice shall be implemented for night shifts as well as day shifts. Each agency shall have a policy to prohibit staff from alerting other staff members that these supervisory rounds are occurring, unless such announcement is related to the legitimate operational functions of the facility.

<i>Prevention Planning</i> <i>§ 115.14 Youthful inmates.</i>
(a) A youthful inmate shall not be placed in a housing unit in which the youthful inmate will have sight, sound, or physical contact with any adult inmate through use of a shared dayroom or other common space, shower area, or sleeping quarters.
(b) In areas outside of housing units, agencies shall either: (1) maintain sight and sound separation between youthful inmates and adult inmates, or (2) provide direct staff supervision when youthful inmates and adult inmates have sight, sound, or physical contact.
(c) Agencies shall make best efforts to avoid placing youthful inmates in isolation to comply with this provision. Absent exigent circumstances, agencies shall not deny youthful inmates daily large-muscle exercise and any legally required special education services to comply with this provision. Youthful inmates shall also have access to other programs and work opportunities to the extent possible.
<i>Prevention Planning</i> <i>§ 115.15 Limits to cross-gender viewing and searches.</i>
(a) The facility shall not conduct cross-gender strip searches or cross-gender visual body cavity searches (meaning a search of the anal or genital opening) except in exigent circumstances or when performed by medical practitioners.
(b) As of [INSERT DATE 3 YEARS PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER], or [INSERT DATE 5 YEARS PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER] for a facility whose rated capacity does not exceed 50 inmates, the facility shall not permit cross-gender pat-down searches of female inmates, absent exigent circumstances. Facilities shall not restrict female inmates' access to regularly available programming or other out-of-cell opportunities in order to comply with this provision.
(c) The facility shall document all cross-gender strip searches and cross-gender visual body cavity searches, and shall document all cross-gender pat-down searches of female inmates.
(d) The facility shall implement policies and procedures that enable inmates to shower, perform bodily functions, and change clothing without nonmedical staff of the opposite gender viewing their breasts, buttocks, or genitalia, except in exigent circumstances or when such viewing is incidental to routine cell checks. Such policies and procedures shall require staff of the opposite gender to announce their presence when entering an inmate housing unit.
(e) The facility shall not search or physically examine a transgender or intersex inmate for the sole purpose of determining the inmate's genital status. If the inmate's genital status is unknown, it may be determined during conversations with the inmate, by reviewing medical records, or, if necessary, by learning that information as part of a broader medical examination conducted in private by a medical practitioner.
(f) The agency shall train security staff in how to conduct cross-gender pat-down searches, and searches of transgender and intersex inmates, in a professional and respectful manner, and in the least intrusive manner possible, consistent with security needs.
<i>Prevention Planning</i> <i>§ 115.16 Inmates with disabilities and inmates who are limited English proficient.</i>
(a) The agency shall take appropriate steps to ensure that inmates with disabilities (including, for example, inmates who are deaf or hard of hearing, those who are blind or have low vision, or those who have intellectual, psychiatric, or speech disabilities), have an equal opportunity to participate in or benefit from all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment. Such steps shall include, when necessary to ensure effective communication with inmates who are deaf or hard of hearing, providing access to interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. In addition, the agency shall ensure that written materials are provided in formats or through methods that ensure effective communication with inmates with disabilities, including inmates who have intellectual disabilities, limited reading skills, or who are blind or have low vision. An agency is not required to take actions that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity, or in undue financial and administrative burdens, as those terms are used in regulations promulgated under title II of the Americans With Disabilities Act, 28 CFR 35.164.
(b) The agency shall take reasonable steps to ensure meaningful access to all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment to inmates who are limited English proficient, including steps to provide interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.
(c) The agency shall not rely on inmate interpreters, inmate readers, or other types of inmate assistants except in limited circumstances where an extended delay in obtaining an effective interpreter could compromise the inmate's safety, the performance of first-response duties under § 115.64, or the investigation of the inmate's allegations.
<i>Prevention Planning</i> <i>§ 115.17 Hiring and promotion decisions.</i>

<p>(a) The agency shall not hire or promote anyone who may have contact with inmates, and shall not enlist the services of any contractor who may have contact with inmates, who—</p> <p>(1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);</p> <p>(2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or</p> <p>(3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (a)(2) of this section.</p>
<p>(b) The agency shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with inmates.</p>
<p>(c) Before hiring new employees who may have contact with inmates, the agency shall:</p> <p>(1) Perform a criminal background records check; and</p> <p>(2) Consistent with Federal, State, and local law, make its best efforts to contact all prior institutional employers for information on substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse.</p>
<p>(d) The agency shall also perform a criminal background records check before enlisting the services of any contractor who may have contact with inmates.</p>
<p>(e) The agency shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with inmates or have in place a system for otherwise capturing such information for current employees.</p>
<p>(f) The agency shall ask all applicants and employees who may have contact with inmates directly about previous misconduct described in paragraph (a) of this section in written applications or interviews for hiring or promotions and in any interviews or written self-evaluations conducted as part of reviews of current employees. The agency shall also impose upon employees a continuing affirmative duty to disclose any such misconduct.</p>
<p>(g) Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination.</p>
<p>(h) Unless prohibited by law, the agency shall provide information on substantiated allegations of sexual abuse or sexual harassment involving a former employee upon receiving a request from an institutional employer for whom such employee has applied to work.</p>
<p style="text-align: center;"><i>Prevention Planning</i>  <b>§ 115.18 Upgrades to facilities and technologies.</b></p>
<p>(a) When designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities, the agency shall consider the effect of the design, acquisition, expansion, or modification upon the agency's ability to protect inmates from sexual abuse.</p>
<p>(b) When installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology, the agency shall consider how such technology may enhance the agency's ability to protect inmates from sexual abuse.</p>
<p style="text-align: center;"><i>Responsive Planning</i>  <b>§ 115.21 Evidence protocol and forensic medical examinations.</b></p>
<p>(a) To the extent the agency is responsible for investigating allegations of sexual abuse, the agency shall follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions.</p>
<p>(b) The protocol shall be developmentally appropriate for youth where applicable, and, as appropriate, shall be adapted from or otherwise based on the most recent edition of the U.S. Department of Justice's Office on Violence Against Women publication, "A National Protocol for Sexual Assault Medical Forensic Examinations, Adults/Adolescents," or similarly comprehensive and authoritative protocols developed after 2011.</p>
<p>(c) The agency shall offer all victims of sexual abuse access to forensic medical examinations, whether on-site or at an outside facility, without financial cost, where evidentiarily or medically appropriate. Such examinations shall be performed by Sexual Assault Forensic Examiners (SAFEs) or Sexual Assault Nurse Examiners (SANEs) where possible. If SAFEs or SANEs cannot be made available, the examination can be performed by other qualified medical practitioners. The agency shall document its efforts to provide SAFEs or SANEs.</p>
<p>(d) The agency shall attempt to make available to the victim a victim advocate from a rape crisis center. If a rape crisis center is not available to provide victim advocate services, the agency shall make available to provide these services a qualified staff member from a community-based organization, or a qualified agency staff member. Agencies shall document efforts to secure services from rape crisis centers. For the purpose of this standard, a rape crisis center refers to an entity that provides intervention and related assistance, such as the services specified in 42 U.S.C. 14043g(b)(2)(C), to victims of sexual assault of all ages. The agency may utilize a rape crisis center that is part of a governmental unit as long as the center is not part of the criminal justice system (such as a law enforcement agency) and offers a comparable level of confidentiality as a nongovernmental entity that provides similar victim services.</p>

(e) As requested by the victim, the victim advocate, qualified agency staff member, or qualified community-based organization staff member shall accompany and support the victim through the forensic medical examination process and investigatory interviews and shall provide emotional support, crisis intervention, information, and referrals.
(f) To the extent the agency itself is not responsible for investigating allegations of sexual abuse, the agency shall request that the investigating agency follow the requirements of paragraphs (a) through (e) of this section.
(g) The requirements of paragraphs (a) through (f) of this section shall also apply to: (1) Any State entity outside of the agency that is responsible for investigating allegations of sexual abuse in prisons or jails; and (2) Any Department of Justice component that is responsible for investigating allegations of sexual abuse in prisons or jails.
(h) For the purposes of this section, a qualified agency staff member or a qualified community-based staff member shall be an individual who has been screened for appropriateness to serve in this role and has received education concerning sexual assault and forensic examination issues in general.
<i>Responsive Planning</i> <i>§ 115.22 Policies to ensure referrals of allegations for investigations.</i>
(a) The agency shall ensure that an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment.
(b) The agency shall have in place a policy to ensure that allegations of sexual abuse or sexual harassment are referred for investigation to an agency with the legal authority to conduct criminal investigations, unless the allegation does not involve potentially criminal behavior. The agency shall publish such policy on its website or, if it does not have one, make the policy available through other means. The agency shall document all such referrals.
(c) If a separate entity is responsible for conducting criminal investigations, such publication shall describe the responsibilities of both the agency and the investigating entity.
(d) Any State entity responsible for conducting administrative or criminal investigations of sexual abuse or sexual harassment in prisons or jails shall have in place a policy governing the conduct of such investigations.
(e) Any Department of Justice component responsible for conducting administrative or criminal investigations of sexual abuse or sexual harassment in prisons or jails shall have in place a policy governing the conduct of such investigations.
<i>Training and Education</i> <i>§ 115.31 Employee training.</i>
(a) The agency shall train all employees who may have contact with inmates on: (1) Its zero-tolerance policy for sexual abuse and sexual harassment; (2) How to fulfill their responsibilities under agency sexual abuse and sexual harassment prevention, detection, reporting, and response policies and procedures; (3) Inmates' right to be free from sexual abuse and sexual harassment; (4) The right of inmates and employees to be free from retaliation for reporting sexual abuse and sexual harassment; (5) The dynamics of sexual abuse and sexual harassment in confinement; (6) The common reactions of sexual abuse and sexual harassment victims; (7) How to detect and respond to signs of threatened and actual sexual abuse; (8) How to avoid inappropriate relationships with inmates; (9) How to communicate effectively and professionally with inmates, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming inmates; and (10) How to comply with relevant laws related to mandatory reporting of sexual abuse to outside authorities.
(b) Such training shall be tailored to the gender of the inmates at the employee's facility. The employee shall receive additional training if the employee is reassigned from a facility that houses only male inmates to a facility that houses only female inmates, or vice versa.
(c) All current employees who have not received such training shall be trained within one year of the effective date of the PREA standards, and the agency shall provide each employee with refresher training every two years to ensure that all employees know the agency's current sexual abuse and sexual harassment policies and procedures. In years in which an employee does not receive refresher training, the agency shall provide refresher information on current sexual abuse and sexual harassment policies.
(d) The agency shall document, through employee signature or electronic verification, that employees understand the training they have received.
<i>Training and Education</i> <i>§ 115.32 Volunteer and contractor training.</i>
(a) The agency shall ensure that all volunteers and contractors who have contact with inmates have been trained on their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures.

(b) The level and type of training provided to volunteers and contractors shall be based on the services they provide and level of contact they have with inmates, but all volunteers and contractors who have contact with inmates shall be notified of the agency's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
(c) The agency shall maintain documentation confirming that volunteers and contractors understand the training they have received.
<i>Training and Education</i> <b>§ 115.33 Inmate education.</b>
(a) During the intake process, inmates shall receive information explaining the agency's zero-tolerance policy regarding sexual abuse and sexual harassment and how to report incidents or suspicions of sexual abuse or sexual harassment.
(b) Within 30 days of intake, the agency shall provide comprehensive education to inmates either in person or through video regarding their rights to be free from sexual abuse and sexual harassment and to be free from retaliation for reporting such incidents, and regarding agency policies and procedures for responding to such incidents.
(c) Current inmates who have not received such education shall be educated within one year of the effective date of the PREA standards, and shall receive education upon transfer to a different facility to the extent that the policies and procedures of the inmate's new facility differ from those of the previous facility.
(d) The agency shall provide inmate education in formats accessible to all inmates, including those who are limited English proficient, deaf, visually impaired, or otherwise disabled, as well as to inmates who have limited reading skills.
(e) The agency shall maintain documentation of inmate participation in these education sessions.
(f) In addition to providing such education, the agency shall ensure that key information is continuously and readily available or visible to inmates through posters, inmate handbooks, or other written formats.
<i>Training and Education</i> <b>§ 115.34 Specialized training: Investigations.</b>
(a) In addition to the general training provided to all employees pursuant to § 115.31, the agency shall ensure that, to the extent the agency itself conducts sexual abuse investigations, its investigators have received training in conducting such investigations in confinement settings.
(b) Specialized training shall include techniques for interviewing sexual abuse victims, proper use of Miranda and Garrity warnings, sexual abuse evidence collection in confinement settings, and the criteria and evidence required to substantiate a case for administrative action or prosecution referral.
(c) The agency shall maintain documentation that agency investigators have completed the required specialized training in conducting sexual abuse investigations.
(d) Any State entity or Department of Justice component that investigates sexual abuse in confinement settings shall provide such training to its agents and investigators who conduct such investigations.
<i>Training and Education</i> <b>§ 115.35 Specialized training: Medical and mental health care.</b>
(a) The agency shall ensure that all full- and part-time medical and mental health care practitioners who work regularly in its facilities have been trained in: (1) How to detect and assess signs of sexual abuse and sexual harassment; (2) How to preserve physical evidence of sexual abuse; (3) How to respond effectively and professionally to victims of sexual abuse and sexual harassment; and (4) How and to whom to report allegations or suspicions of sexual abuse and sexual harassment.
(b) If medical staff employed by the agency conduct forensic examinations, such medical staff shall receive the appropriate training to conduct such examinations.
(c) The agency shall maintain documentation that medical and mental health practitioners have received the training referenced in this standard either from the agency or elsewhere.
(d) Medical and mental health care practitioners shall also receive the training mandated for employees under § 115.31 or for contractors and volunteers under § 115.32, depending upon the practitioner's status at the agency.
<i>Screening for Risk of Sexual Victimization and Abusiveness</i> <b>§ 115.41 Screening for risk of victimization and abusiveness.</b>
(a) All inmates shall be assessed during an intake screening and upon transfer to another facility for their risk of being sexually abused by other inmates or sexually abusive toward other inmates.
(b) Intake screening shall ordinarily take place within 72 hours of arrival at the facility.
(c) Such assessments shall be conducted using an objective screening instrument.
(d) The intake screening shall consider, at a minimum, the following criteria to assess inmates for risk of sexual victimization: (1) Whether the inmate has a mental, physical, or developmental disability; (2) The age of the inmate;

<p>(3) The physical build of the inmate;</p> <p>(4) Whether the inmate has previously been incarcerated;</p> <p>(5) Whether the inmate's criminal history is exclusively nonviolent;</p> <p>(6) Whether the inmate has prior convictions for sex offenses against an adult or child;</p> <p>(7) Whether the inmate is or is perceived to be gay, lesbian, bisexual, transgender, intersex, or gender nonconforming;</p> <p>(8) Whether the inmate has previously experienced sexual victimization;</p> <p>(9) The inmate's own perception of vulnerability; and</p> <p>(10) Whether the inmate is detained solely for civil immigration purposes.</p>
<p>(e) The initial screening shall consider prior acts of sexual abuse, prior convictions for violent offenses, and history of prior institutional violence or sexual abuse, as known to the agency, in assessing inmates for risk of being sexually abusive.</p>
<p>(f) Within a set time period, not to exceed 30 days from the inmate's arrival at the facility, the facility will reassess the inmate's risk of victimization or abusiveness based upon any additional, relevant information received by the facility since the intake screening.</p>
<p>(g) An inmate's risk level shall be reassessed when warranted due to a referral, request, incident of sexual abuse, or receipt of additional information that bears on the inmate's risk of sexual victimization or abusiveness.</p>
<p>(h) Inmates may not be disciplined for refusing to answer, or for not disclosing complete information in response to, questions asked pursuant to paragraphs (d)(1), (d)(7), (d)(8), or (d)(9) of this section.</p>
<p>(i) The agency shall implement appropriate controls on the dissemination within the facility of responses to questions asked pursuant to this standard in order to ensure that sensitive information is not exploited to the inmate's detriment by staff or other inmates.</p>
<p style="text-align: center;"><i>Screening for Risk of Sexual Victimization and Abusiveness</i>  § 115.42 Use of screening information.</p>
<p>(a) The agency shall use information from the risk screening required by § 115.41 to inform housing, bed, work, education, and program assignments with the goal of keeping separate those inmates at high risk of being sexually victimized from those at high risk of being sexually abusive.</p>
<p>(b) The agency shall make individualized determinations about how to ensure the safety of each inmate.</p>
<p>(c) In deciding whether to assign a transgender or intersex inmate to a facility for male or female inmates, and in making other housing and programming assignments, the agency shall consider on a case-by-case basis whether a placement would ensure the inmate's health and safety, and whether the placement would present management or security problems.</p>
<p>(d) Placement and programming assignments for each transgender or intersex inmate shall be reassessed at least twice each year to review any threats to safety experienced by the inmate.</p>
<p>(e) A transgender or intersex inmate's own views with respect to his or her own safety shall be given serious consideration.</p>
<p>(f) Transgender and intersex inmates shall be given the opportunity to shower separately from other inmates.</p>
<p>(g) The agency shall not place lesbian, gay, bisexual, transgender, or intersex inmates in dedicated facilities, units, or wings solely on the basis of such identification or status, unless such placement is in a dedicated facility, unit, or wing established in connection with a consent decree, legal settlement, or legal judgment for the purpose of protecting such inmates.</p>
<p style="text-align: center;"><i>Screening for Risk of Sexual Victimization and Abusiveness</i>  § 115.43 Protective custody.</p>
<p>(a) Inmates at high risk for sexual victimization shall not be placed in involuntary segregated housing unless an assessment of all available alternatives has been made, and a determination has been made that there is no available alternative means of separation from likely abusers. If a facility cannot conduct such an assessment immediately, the facility may hold the inmate in involuntary segregated housing for less than 24 hours while completing the assessment.</p>
<p>(b) Inmates placed in segregated housing for this purpose shall have access to programs, privileges, education, and work opportunities to the extent possible. If the facility restricts access to programs, privileges, education, or work opportunities, the facility shall document:</p> <p>(1) The opportunities that have been limited;</p> <p>(2) The duration of the limitation; and</p> <p>(3) The reasons for such limitations.</p>
<p>(c) The facility shall assign such inmates to involuntary segregated housing only until an alternative means of separation from likely abusers can be arranged, and such an assignment shall not ordinarily exceed a period of 30 days.</p>
<p>(d) If an involuntary segregated housing assignment is made pursuant to paragraph (a) of this section, the facility shall clearly document:</p> <p>(1) The basis for the facility's concern for the inmate's safety; and</p>

(2) The reason why no alternative means of separation can be arranged.
(e) Every 30 days, the facility shall afford each such inmate a review to determine whether there is a continuing need for separation from the general population.

<i>Reporting</i> <i>§ 115.51 Inmate reporting.</i>
(a) The agency shall provide multiple internal ways for inmates to privately report sexual abuse and sexual harassment, retaliation by other inmates or staff for reporting sexual abuse and sexual harassment, and staff neglect or violation of responsibilities that may have contributed to such incidents.
(b) The agency shall also provide at least one way for inmates to report abuse or harassment to a public or private entity or office that is not part of the agency, and that is able to receive and immediately forward inmate reports of sexual abuse and sexual harassment to agency officials, allowing the inmate to remain anonymous upon request. Inmates detained solely for civil immigration purposes shall be provided information on how to contact relevant consular officials and relevant officials at the Department of Homeland Security.
(c) Staff shall accept reports made verbally, in writing, anonymously, and from third parties and shall promptly document any verbal reports.
(d) The agency shall provide a method for staff to privately report sexual abuse and sexual harassment of inmates.
<i>Reporting</i> <i>§ 115.52 Exhaustion of administrative remedies.</i>
(a) An agency shall be exempt from this standard if it does not have administrative procedures to address inmate grievances regarding sexual abuse.
(b)(1) The agency shall not impose a time limit on when an inmate may submit a grievance regarding an allegation of sexual abuse. (2) The agency may apply otherwise-applicable time limits to any portion of a grievance that does not allege an incident of sexual abuse. (3) The agency shall not require an inmate to use any informal grievance process, or to otherwise attempt to resolve with staff, an alleged incident of sexual abuse. (4) Nothing in this section shall restrict the agency's ability to defend against an inmate lawsuit on the ground that the applicable statute of limitations has expired.
(c) The agency shall ensure that— (1) An inmate who alleges sexual abuse may submit a grievance without submitting it to a staff member who is the subject of the complaint, and (2) Such grievance is not referred to a staff member who is the subject of the complaint.
(d)(1) The agency shall issue a final agency decision on the merits of any portion of a grievance alleging sexual abuse within 90 days of the initial filing of the grievance. (2) Computation of the 90-day time period shall not include time consumed by inmates in preparing any administrative appeal. (3) The agency may claim an extension of time to respond, of up to 70 days, if the normal time period for response is insufficient to make an appropriate decision. The agency shall notify the inmate in writing of any such extension and provide a date by which a decision will be made. (4) At any level of the administrative process, including the final level, if the inmate does not receive a response within the time allotted for reply, including any properly noticed extension, the inmate may consider the absence of a response to be a denial at that level.
(e)(1) Third parties, including fellow inmates, staff members, family members, attorneys, and outside advocates, shall be permitted to assist inmates in filing requests for administrative remedies relating to allegations of sexual abuse, and shall also be permitted to file such requests on behalf of inmates. (2) If a third party files such a request on behalf of an inmate, the facility may require as a condition of processing the request that the alleged victim agree to have the request filed on his or her behalf, and may also require the alleged victim to personally pursue any subsequent steps in the administrative remedy process. (3) If the inmate declines to have the request processed on his or her behalf, the agency shall document the inmate's decision.
(f)(1) The agency shall establish procedures for the filing of an emergency grievance alleging that an inmate is subject to a substantial risk of imminent sexual abuse. (2) After receiving an emergency grievance alleging an inmate is subject to a substantial risk of imminent sexual abuse, the agency shall immediately forward the grievance (or any portion thereof that alleges the substantial risk of imminent sexual abuse) to a level of review at which immediate corrective action may be taken, shall provide an initial response within 48 hours, and shall issue a final agency decision within 5 calendar days. The initial response and final agency decision shall document the agency's determination whether the inmate is in substantial risk of imminent sexual abuse and the action taken in response to the emergency grievance.



(g) The agency may discipline an inmate for filing a grievance related to alleged sexual abuse only where the agency demonstrates that the inmate filed the grievance in bad faith.
<i>Reporting</i> <i>§ 115.53 Inmate access to outside confidential support services.</i>
(a) The facility shall provide inmates with access to outside victim advocates for emotional support services related to sexual abuse by giving inmates mailing addresses and telephone numbers, including toll-free hotline numbers where available, of local, State, or national victim advocacy or rape crisis organizations, and, for persons detained solely for civil immigration purposes, immigrant services agencies. The facility shall enable reasonable communication between inmates and these organizations and agencies, in as confidential a manner as possible.
(b) The facility shall inform inmates, prior to giving them access, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.
(c) The agency shall maintain or attempt to enter into memoranda of understanding or other agreements with community service providers that are able to provide inmates with confidential emotional support services related to sexual abuse. The agency shall maintain copies of agreements or documentation showing attempts to enter into such agreements.
<i>Reporting</i> <i>§ 115.54 Third-party reporting.</i>
The agency shall establish a method to receive third-party reports of sexual abuse and sexual harassment and shall distribute publicly information on how to report sexual abuse and sexual harassment on behalf of an inmate.
<i>Official Response Following an Inmate Report</i> <i>§ 115.61 Staff and agency reporting duties.</i>
(a) The agency shall require all staff to report immediately and according to agency policy any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment that occurred in a facility, whether or not it is part of the agency; retaliation against inmates or staff who reported such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation.
(b) Apart from reporting to designated supervisors or officials, staff shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary, as specified in agency policy, to make treatment, investigation, and other security and management decisions.
(c) Unless otherwise precluded by Federal, State, or local law, medical and mental health practitioners shall be required to report sexual abuse pursuant to paragraph (a) of this section and to inform inmates of the practitioner's duty to report, and the limitations of confidentiality, at the initiation of services.
(d) If the alleged victim is under the age of 18 or considered a vulnerable adult under a State or local vulnerable persons statute, the agency shall report the allegation to the designated State or local services agency under applicable mandatory reporting laws.
(e) The facility shall report all allegations of sexual abuse and sexual harassment, including third-party and anonymous reports, to the facility's designated investigators.
<i>Official Response Following an Inmate Report</i> <i>§ 115.62 Agency protection duties.</i>
When an agency learns that an inmate is subject to a substantial risk of imminent sexual abuse, it shall take immediate action to protect the inmate.
<i>Official Response Following an Inmate Report</i> <i>§ 115.63 Reporting to other confinement facilities.</i>
(a) Upon receiving an allegation that an inmate was sexually abused while confined at another facility, the head of the facility that received the allegation shall notify the head of the facility or appropriate office of the agency where the alleged abuse occurred.
(b) Such notification shall be provided as soon as possible, but no later than 72 hours after receiving the allegation.
(c) The agency shall document that it has provided such notification.
(d) The facility head or agency office that receives such notification shall ensure that the allegation is investigated in accordance with these standards.
<i>Official Response Following an Inmate Report</i> <i>§ 115.64 Staff first responder duties.</i>
(a) Upon learning of an allegation that an inmate was sexually abused, the first security staff member to respond to the report shall be required to: (1) Separate the alleged victim and abuser; (2) Preserve and protect any crime scene until appropriate steps can be taken to collect any evidence; (3) If the abuse occurred within a time period that still allows for the collection of physical evidence, request that the alleged victim not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating; and

(4) If the abuse occurred within a time period that still allows for the collection of physical evidence, ensure that the alleged abuser does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating.
(b) If the first staff responder is not a security staff member, the responder shall be required to request that the alleged victim not take any actions that could destroy physical evidence, and then notify security staff.
<i>Official Response Following an Inmate Report</i> <i>§ 115.65 Coordinated response.</i>
The facility shall develop a written institutional plan to coordinate actions taken in response to an incident of sexual abuse, among staff first responders, medical and mental health practitioners, investigators, and facility leadership.
<i>Official Response Following an Inmate Report</i> <i>§ 115.66 Preservation of ability to protect inmates from contact with abusers.</i>
(a) Neither the agency nor any other governmental entity responsible for collective bargaining on the agency's behalf shall enter into or renew any collective bargaining agreement or other agreement that limits the agency's ability to remove alleged staff sexual abusers from contact with any inmates pending the outcome of an investigation or of a determination of whether and to what extent discipline is warranted.
(b) Nothing in this standard shall restrict the entering into or renewal of agreements that govern: (1) The conduct of the disciplinary process, as long as such agreements are not inconsistent with the provisions of §§ 115.72 and 115.76; or (2) Whether a no-contact assignment that is imposed pending the outcome of an investigation shall be expunged from or retained in the staff member's personnel file following a determination that the allegation of sexual abuse is not substantiated.
<i>Official Response Following an Inmate Report</i> <i>§ 115.67 Agency protection against retaliation.</i>
(a) The agency shall establish a policy to protect all inmates and staff who report sexual abuse or sexual harassment or cooperate with sexual abuse or sexual harassment investigations from retaliation by other inmates or staff, and shall designate which staff members or departments are charged with monitoring retaliation.
(b) The agency shall employ multiple protection measures, such as housing changes or transfers for inmate victims or abusers, removal of alleged staff or inmate abusers from contact with victims, and emotional support services for inmates or staff who fear retaliation for reporting sexual abuse or sexual harassment or for cooperating with investigations.
(c) For at least 90 days following a report of sexual abuse, the agency shall monitor the conduct and treatment of inmates or staff who reported the sexual abuse and of inmates who were reported to have suffered sexual abuse to see if there are changes that may suggest possible retaliation by inmates or staff, and shall act promptly to remedy any such retaliation. Items the agency should monitor include any inmate disciplinary reports, housing, or program changes, or negative performance reviews or reassignments of staff. The agency shall continue such monitoring beyond 90 days if the initial monitoring indicates a continuing need.
(d) In the case of inmates, such monitoring shall also include periodic status checks.
(e) If any other individual who cooperates with an investigation expresses a fear of retaliation, the agency shall take appropriate measures to protect that individual against retaliation.
(f) An agency's obligation to monitor shall terminate if the agency determines that the allegation is unfounded.
<i>Official Response Following an Inmate Report</i> <i>§ 115.68 Post-allegation protective custody.</i>
Any use of segregated housing to protect an inmate who is alleged to have suffered sexual abuse shall be subject to the requirements of § 115.43.
<i>Investigations</i> <i>§ 115.71 Criminal and administrative agency investigations.</i>
(a) When the agency conducts its own investigations into allegations of sexual abuse and sexual harassment, it shall do so promptly, thoroughly, and objectively for all allegations, including third-party and anonymous reports.
(b) Where sexual abuse is alleged, the agency shall use investigators who have received special training in sexual abuse investigations pursuant to § 115.34.
(c) Investigators shall gather and preserve direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data; shall interview alleged victims, suspected perpetrators, and witnesses; and shall review prior complaints and reports of sexual abuse involving the suspected perpetrator.
(d) When the quality of evidence appears to support criminal prosecution, the agency shall conduct compelled interviews only after consulting with prosecutors as to whether compelled interviews may be an obstacle for subsequent criminal prosecution.
(e) The credibility of an alleged victim, suspect, or witness shall be assessed on an individual basis and shall not be determined by the person's status as inmate or staff. No agency shall require an inmate who alleges sexual

abuse to submit to a polygraph examination or other truth-telling device as a condition for proceeding with the investigation of such an allegation.
(f) Administrative investigations: (1) Shall include an effort to determine whether staff actions or failures to act contributed to the abuse; and (2) Shall be documented in written reports that include a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings.
(g) Criminal investigations shall be documented in a written report that contains a thorough description of physical, testimonial, and documentary evidence and attaches copies of all documentary evidence where feasible.
(h) Substantiated allegations of conduct that appears to be criminal shall be referred for prosecution.
(i) The agency shall retain all written reports referenced in paragraphs (f) and (g) of this section for as long as the alleged abuser is incarcerated or employed by the agency, plus five years.
(j) The departure of the alleged abuser or victim from the employment or control of the facility or agency shall not provide a basis for terminating an investigation.
(k) Any State entity or Department of Justice component that conducts such investigations shall do so pursuant to the above requirements.
(l) When outside agencies investigate sexual abuse, the facility shall cooperate with outside investigators and shall endeavor to remain informed about the progress of the investigation.
<i>Investigations</i> <b>§ 115.72 Evidentiary standard for administrative investigations.</b>
The agency shall impose no standard higher than a preponderance of the evidence in determining whether allegations of sexual abuse or sexual harassment are substantiated.
<i>Investigations</i> <b>§ 115.73 Reporting to inmates.</b>
(a) Following an investigation into an inmate's allegation that he or she suffered sexual abuse in an agency facility, the agency shall inform the inmate as to whether the allegation has been determined to be substantiated, unsubstantiated, or unfounded.
(b) If the agency did not conduct the investigation, it shall request the relevant information from the investigative agency in order to inform the inmate.
(c) Following an inmate's allegation that a staff member has committed sexual abuse against the inmate, the agency shall subsequently inform the inmate (unless the agency has determined that the allegation is unfounded) whenever: (1) The staff member is no longer posted within the inmate's unit; (2) The staff member is no longer employed at the facility; (3) The agency learns that the staff member has been indicted on a charge related to sexual abuse within the facility; or (4) The agency learns that the staff member has been convicted on a charge related to sexual abuse within the facility.
(d) Following an inmate's allegation that he or she has been sexually abused by another inmate, the agency shall subsequently inform the alleged victim whenever: (1) The agency learns that the alleged abuser has been indicted on a charge related to sexual abuse within the facility; or (2) The agency learns that the alleged abuser has been convicted on a charge related to sexual abuse within the facility.
(e) All such notifications or attempted notifications shall be documented.
(f) An agency's obligation to report under this standard shall terminate if the inmate is released from the agency's custody.
<i>Discipline</i> <b>§ 115.76 Disciplinary sanctions for staff.</b>
(a) Staff shall be subject to disciplinary sanctions up to and including termination for violating agency sexual abuse or sexual harassment policies.
(b) Termination shall be the presumptive disciplinary sanction for staff who have engaged in sexual abuse.
(c) Disciplinary sanctions for violations of agency policies relating to sexual abuse or sexual harassment (other than actually engaging in sexual abuse) shall be commensurate with the nature and circumstances of the acts committed, the staff member's disciplinary history, and the sanctions imposed for comparable offenses by other staff with similar histories.
(d) All terminations for violations of agency sexual abuse or sexual harassment policies, or resignations by staff who would have been terminated if not for their resignation, shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to any relevant licensing bodies.
<i>Discipline</i> <b>§ 115.77 Corrective action for contractors and volunteers.</b>

(a) Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with inmates and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
(b) The facility shall take appropriate remedial measures, and shall consider whether to prohibit further contact with inmates, in the case of any other violation of agency sexual abuse or sexual harassment policies by a contractor or volunteer.
<i>Discipline</i> <i>§ 115.78 Disciplinary sanctions for inmates.</i>
(a) Inmates shall be subject to disciplinary sanctions pursuant to a formal disciplinary process following an administrative finding that the inmate engaged in inmate-on-inmate sexual abuse or following a criminal finding of guilt for inmate-on-inmate sexual abuse.
(b) Sanctions shall be commensurate with the nature and circumstances of the abuse committed, the inmate's disciplinary history, and the sanctions imposed for comparable offenses by other inmates with similar histories.
(c) The disciplinary process shall consider whether an inmate's mental disabilities or mental illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.
(d) If the facility offers therapy, counseling, or other interventions designed to address and correct underlying reasons or motivations for the abuse, the facility shall consider whether to require the offending inmate to participate in such interventions as a condition of access to programming or other benefits.
(e) The agency may discipline an inmate for sexual contact with staff only upon a finding that the staff member did not consent to such contact.
(f) For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.
(g) An agency may, in its discretion, prohibit all sexual activity between inmates and may discipline inmates for such activity. An agency may not, however, deem such activity to constitute sexual abuse if it determines that the activity is not coerced.
<i>Medical and Mental Care</i> <i>§ 115.81 Medical and mental health screenings; history of sexual abuse.</i>
(a) If the screening pursuant to § 115.41 indicates that a prison inmate has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a medical or mental health practitioner within 14 days of the intake screening.
(b) If the screening pursuant to § 115.41 indicates that a prison inmate has previously perpetrated sexual abuse, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a mental health practitioner within 14 days of the intake screening.
(c) If the screening pursuant to § 115.41 indicates that a jail inmate has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a medical or mental health practitioner within 14 days of the intake screening.
(d) Any information related to sexual victimization or abusiveness that occurred in an institutional setting shall be strictly limited to medical and mental health practitioners and other staff, as necessary, to inform treatment plans and security and management decisions, including housing, bed, work, education, and program assignments, or as otherwise required by Federal, State, or local law.
(e) Medical and mental health practitioners shall obtain informed consent from inmates before reporting information about prior sexual victimization that did not occur in an institutional setting, unless the inmate is under the age of 18.
<i>Medical and Mental Care</i> <i>§ 115.82 Access to emergency medical and mental health services.</i>
(a) Inmate victims of sexual abuse shall receive timely, unimpeded access to emergency medical treatment and crisis intervention services, the nature and scope of which are determined by medical and mental health practitioners according to their professional judgment.
(b) If no qualified medical or mental health practitioners are on duty at the time a report of recent abuse is made, security staff first responders shall take preliminary steps to protect the victim pursuant to § 115.62 and shall immediately notify the appropriate medical and mental health practitioners.
(c) Inmate victims of sexual abuse while incarcerated shall be offered timely information about and timely access to emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care, where medically appropriate.
(d) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
<i>Medical and Mental Care</i> <i>§ 115.83 Ongoing medical and mental health care for sexual abuse victims and abusers.</i>

(a) The facility shall offer medical and mental health evaluation and, as appropriate, treatment to all inmates who have been victimized by sexual abuse in any prison, jail, lockup, or juvenile facility.
(b) The evaluation and treatment of such victims shall include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody.
(c) The facility shall provide such victims with medical and mental health services consistent with the community level of care.
(d) Inmate victims of sexually abusive vaginal penetration while incarcerated shall be offered pregnancy tests.
(e) If pregnancy results from the conduct described in paragraph (d) of this section, such victims shall receive timely and comprehensive information about and timely access to all lawful pregnancy-related medical services.
(f) Inmate victims of sexual abuse while incarcerated shall be offered tests for sexually transmitted infections as medically appropriate.
(g) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
(h) All prisons shall attempt to conduct a mental health evaluation of all known inmate-on-inmate abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.
<i>Data Collection and Review</i> <i>§ 115.86 Sexual abuse incident reviews.</i>
(a) The facility shall conduct a sexual abuse incident review at the conclusion of every sexual abuse investigation, including where the allegation has not been substantiated, unless the allegation has been determined to be unfounded.
(b) Such review shall ordinarily occur within 30 days of the conclusion of the investigation.
(c) The review team shall include upper-level management officials, with input from line supervisors, investigators, and medical or mental health practitioners.
(d) The review team shall: (1) Consider whether the allegation or investigation indicates a need to change policy or practice to better prevent, detect, or respond to sexual abuse; (2) Consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility; (3) Examine the area in the facility where the incident allegedly occurred to assess whether physical barriers in the area may enable abuse; (4) Assess the adequacy of staffing levels in that area during different shifts; (5) Assess whether monitoring technology should be deployed or augmented to supplement supervision by staff; and (6) Prepare a report of its findings, including but not necessarily limited to determinations made pursuant to paragraphs (d)(1)-(d)(5) of this section, and any recommendations for improvement and submit such report to the facility head and PREA compliance manager.
(e) The facility shall implement the recommendations for improvement, or shall document its reasons for not doing so.
<i>Data Collection and Review</i> <i>§ 115.87 Data collection.</i>
(a) The agency shall collect accurate, uniform data for every allegation of sexual abuse at facilities under its direct control using a standardized instrument and set of definitions.
(b) The agency shall aggregate the incident-based sexual abuse data at least annually.
(c) The incident-based data collected shall include, at a minimum, the data necessary to answer all questions from the most recent version of the Survey of Sexual Violence conducted by the Department of Justice.
(d) The agency shall maintain, review, and collect data as needed from all available incident-based documents, including reports, investigation files, and sexual abuse incident reviews.
(e) The agency also shall obtain incident-based and aggregated data from every private facility with which it contracts for the confinement of its inmates.
(f) Upon request, the agency shall provide all such data from the previous calendar year to the Department of Justice no later than June 30.
<i>Data Collection and Review</i> <i>§ 115.88 Data review for corrective action.</i>
(a) The agency shall review data collected and aggregated pursuant to § 115.87 in order to assess and improve the effectiveness of its sexual abuse prevention, detection, and response policies, practices, and training, including by: (1) Identifying problem areas;

(2) Taking corrective action on an ongoing basis; and (3) Preparing an annual report of its findings and corrective actions for each facility, as well as the agency as a whole.
(b) Such report shall include a comparison of the current year's data and corrective actions with those from prior years and shall provide an assessment of the agency's progress in addressing sexual abuse.
(c) The agency's report shall be approved by the agency head and made readily available to the public through its website or, if it does not have one, through other means.
(d) The agency may redact specific material from the reports when publication would present a clear and specific threat to the safety and security of a facility, but must indicate the nature of the material redacted.
<i>Data Collection and Review</i> <i>§ 115.89 Data storage, publication, and destruction.</i>
(a) The agency shall ensure that data collected pursuant to § 115.87 are securely retained.
(b) The agency shall make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its website or, if it does not have one, through other means.
(c) Before making aggregated sexual abuse data publicly available, the agency shall remove all personal identifiers.
(d) The agency shall maintain sexual abuse data collected pursuant to § 115.87 for at least 10 years after the date of the initial collection unless Federal, State, or local law requires otherwise.
<i>Audits</i> <i>§ 115.93 Audits of standards.</i>
The agency shall conduct audits pursuant to §§ 115.401–.405.
<i>Auditing and Corrective Action</i> <i>§ 115.401 Frequency and scope of audits.</i>
(a) During the three-year period starting on [INSERT DATE ONE YEAR PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER], and during each three-year period thereafter, the agency shall ensure that each facility operated by the agency, or by a private organization on behalf of the agency, is audited at least once.
(b) During each one-year period starting on [INSERT DATE ONE YEAR PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER], the agency shall ensure that at least one-third of each facility type operated by the agency, or by a private organization on behalf of the agency, is audited.
(c) The Department of Justice may send a recommendation to an agency for an expedited audit if the Department has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The recommendation may also include referrals to resources that may assist the agency with PREA-related issues.
(d) The Department of Justice shall develop and issue an audit instrument that will provide guidance on the conduct of and contents of the audit.
(e) The agency shall bear the burden of demonstrating compliance with the standards.
(f) The auditor shall review all relevant agency-wide policies, procedures, reports, internal and external audits, and accreditations for each facility type.
(g) The audits shall review, at a minimum, a sampling of relevant documents and other records and information for the most recent one-year period.
(h) The auditor shall have access to, and shall observe, all areas of the audited facilities.
(i) The auditor shall be permitted to request and receive copies of any relevant documents (including electronically stored information).
(j) The auditor shall retain and preserve all documentation (including, e.g., video tapes and interview notes) relied upon in making audit determinations. Such documentation shall be provided to the Department of Justice upon request.
(k) The auditor shall interview a representative sample of inmates, residents, and detainees, and of staff, supervisors, and administrators.
(l) The auditor shall review a sampling of any available videotapes and other electronically available data (e.g., Watchtour) that may be relevant to the provisions being audited.
(m) The auditor shall be permitted to conduct private interviews with inmates, residents, and detainees.
(n) Inmates, residents, and detainees shall be permitted to send confidential information or correspondence to the auditor in the same manner as if they were communicating with legal counsel.
(o) Auditors shall attempt to communicate with community-based or victim advocates who may have insight into relevant conditions in the facility.
<i>Auditing and Corrective Action</i> <i>§ 115.402 Auditor qualifications.</i>

(a) An audit shall be conducted by: (1) A member of a correctional monitoring body that is not part of, or under the authority of, the agency (but may be part of, or authorized by, the relevant State or local government); (2) A member of an auditing entity such as an inspector general's or ombudsperson's office that is external to the agency; or (3) Other outside individuals with relevant experience.
(b) All auditors shall be certified by the Department of Justice. The Department of Justice shall develop and issue procedures regarding the certification process, which shall include training requirements.
(c) No audit may be conducted by an auditor who has received financial compensation from the agency being audited (except for compensation received for conducting prior PREA audits) within the three years prior to the agency's retention of the auditor.
(d) The agency shall not employ, contract with, or otherwise financially compensate the auditor for three years subsequent to the agency's retention of the auditor, with the exception of contracting for subsequent PREA audits.
<i>Auditing and Corrective Action</i> <i>§ 115.403 Audit contents and findings.</i>
(a) Each audit shall include a certification by the auditor that no conflict of interest exists with respect to his or her ability to conduct an audit of the agency under review.
(b) Audit reports shall state whether agency-wide policies and procedures comply with relevant PREA standards.
(c) For each PREA standard, the auditor shall determine whether the audited facility reaches one of the following findings: Exceeds Standard (substantially exceeds requirement of standard); Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period); Does Not Meet Standard (requires corrective action). The audit summary shall indicate, among other things, the number of provisions the facility has achieved at each grade level.
(d) Audit reports shall describe the methodology, sampling sizes, and basis for the auditor's conclusions with regard to each standard provision for each audited facility, and shall include recommendations for any required corrective action.
(e) Auditors shall redact any personally identifiable inmate or staff information from their reports, but shall provide such information to the agency upon request, and may provide such information to the Department of Justice.
(f) The agency shall ensure that the auditor's final report is published on the agency's website if it has one, or is otherwise made readily available to the public.
<i>Auditing and Corrective Action</i> <i>§ 115.404 Audit corrective action plan.</i>
(a) A finding of "Does Not Meet Standard" with one or more standards shall trigger a 180-day corrective action period.
(b) The auditor and the agency shall jointly develop a corrective action plan to achieve compliance.
(c) The auditor shall take necessary and appropriate steps to verify implementation of the corrective action plan, such as reviewing updated policies and procedures or re-inspecting portions of a facility.
(d) After the 180-day corrective action period ends, the auditor shall issue a final determination as to whether the facility has achieved compliance with those standards requiring corrective action.
(e) If the agency does not achieve compliance with each standard, it may (at its discretion and cost) request a subsequent audit once it believes that it has achieved compliance.
<i>Auditing and Corrective Action</i> <i>§ 115.405 Audit appeals.</i>
(a) An agency may lodge an appeal with the Department of Justice regarding any specific audit finding that it believes to be incorrect. Such appeal must be lodged within 90 days of the auditor's final determination.
(b) If the Department determines that the agency has stated good cause for a re-evaluation, the agency may commission a re-audit by an auditor mutually agreed upon by the Department and the agency. The agency shall bear the costs of this re-audit.
(c) The findings of the re-audit shall be considered final.
<i>State Compliance</i> <i>§ 115.501 State determination and certification of full compliance.</i>
(a) In determining pursuant to 42 U.S.C. 15607(c)(2) whether the State is in full compliance with the PREA standards, the Governor shall consider the results of the most recent agency audits.
(b) The Governor's certification shall apply to all facilities in the State under the operational control of the State's executive branch, including facilities operated by private entities on behalf of the State's executive branch.

# STATE OF MICHIGAN

Contract No. 071B7700204  
Offender Success Administrative Agency Services

## EXHIBIT W PREA STANDARDS – FINAL COMMUNITY CONFINEMENT FACILITIES

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<p style="text-align: center;"><i>Prevention Planning</i>  § 115.211 <i>Zero tolerance of sexual abuse and sexual harassment; PREA coordinator.</i></p>	
(a)	An agency shall have a written policy mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the agency's approach to preventing, detecting, and responding to such conduct.
(b)	An agency shall employ or designate an upper-level, agency-wide PREA coordinator, with sufficient time and authority to develop, implement, and oversee agency efforts to comply with the PREA standards in all of its community confinement facilities.
<p style="text-align: center;"><i>Prevention Planning</i>  § 115.212 <i>Contracting with other entities for the confinement of residents.</i></p>	
(a)	A public agency that contracts for the confinement of its residents with private agencies or other entities, including other government agencies, shall include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
(b)	Any new contract or contract renewal shall provide for agency contract monitoring to ensure that the contractor is complying with the PREA standards.
(c)	Only in emergency circumstances in which all reasonable attempts to find a private agency or other entity in compliance with the PREA standards have failed, may the agency enter into a contract with an entity that fails to comply with these standards. In such a case, the public agency shall document its unsuccessful attempts to find an entity in compliance with the standards.
<p style="text-align: center;"><i>Prevention Planning</i>  § 115.213 <i>Supervision and monitoring.</i></p>	
(a)	For each facility, the agency shall develop and document a staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect residents against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, agencies shall take into consideration: <ol style="list-style-type: none"> <li>(1) The physical layout of each facility;</li> <li>(2) The composition of the resident population;</li> <li>(3) The prevalence of substantiated and unsubstantiated incidents of sexual abuse; and</li> <li>(4) Any other relevant factors.</li> </ol>
(b)	In circumstances where the staffing plan is not complied with, the facility shall document and justify all deviations from the plan.
(c)	Whenever necessary, but no less frequently than once each year, the facility shall assess, determine, and document whether adjustments are needed to: <ol style="list-style-type: none"> <li>(1) The staffing plan established pursuant to paragraph (a) of this section;</li> <li>(2) Prevailing staffing patterns;</li> <li>(3) The facility's deployment of video monitoring systems and other monitoring technologies; and</li> <li>(4) The resources the facility has available to commit to ensure adequate staffing levels.</li> </ol>
<p style="text-align: center;"><i>Prevention Planning</i>  § 115.214 <i>Reserved.</i></p>	
Reserved	
<p style="text-align: center;"><i>Prevention Planning</i>  § 115.215 <i>Limits to cross-gender viewing and searches.</i></p>	
(a)	The facility shall not conduct cross-gender strip searches or cross-gender visual body cavity searches (meaning a search of the anal or genital opening) except in exigent circumstances or when performed by medical practitioners.

(b) As of [INSERT DATE 3 YEARS PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER], or [INSERT DATE 5 YEARS PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER] for a facility whose rated capacity does not exceed 50 residents, the facility shall not permit cross-gender pat-down searches of female residents, absent exigent circumstances. Facilities shall not restrict female residents' access to regularly available programming or other outside opportunities in order to comply with this provision.
(c) The facility shall document all cross-gender strip searches and cross-gender visual body cavity searches, and shall document all cross-gender pat-down searches of female residents.
(d) The facility shall implement policies and procedures that enable residents to shower, perform bodily functions, and change clothing without nonmedical staff of the opposite gender viewing their breasts, buttocks, or genitalia, except in exigent circumstances or when such viewing is incidental to routine cell checks. Such policies and procedures shall require staff of the opposite gender to announce their presence when entering an area where residents are likely to be showering, performing bodily functions, or changing clothing.
(e) The facility shall not search or physically examine a transgender or intersex resident for the sole purpose of determining the resident's genital status. If the resident's genital status is unknown, it may be determined during conversations with the resident, by reviewing medical records, or, if necessary, by learning that information as part of a broader medical examination conducted in private by a medical practitioner.
(f) The agency shall train security staff in how to conduct cross-gender pat-down searches, and searches of transgender and intersex residents, in a professional and respectful manner, and in the least intrusive manner possible, consistent with security needs.
<i>Prevention Planning</i> <i>§ 115.216 Residents with disabilities and residents who are limited English proficient.</i>
(a) The agency shall take appropriate steps to ensure that residents with disabilities (including, for example, residents who are deaf or hard of hearing, those who are blind or have low vision, or those who have intellectual, psychiatric, or speech disabilities), have an equal opportunity to participate in or benefit from all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment. Such steps shall include, when necessary to ensure effective communication with residents who are deaf or hard of hearing, providing access to interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. In addition, the agency shall ensure that written materials are provided in formats or through methods that ensure effective communication with residents with disabilities, including residents who have intellectual disabilities, limited reading skills, or who are blind or have low vision. An agency is not required to take actions that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity, or in undue financial and administrative burdens, as those terms are used in regulations promulgated under title II of the Americans With Disabilities Act, 28 CFR 35.164.
(b) The agency shall take reasonable steps to ensure meaningful access to all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment to residents who are limited English proficient, including steps to provide interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.
(c) The agency shall not rely on resident interpreters, resident readers, or other types of resident assistants except in limited circumstances where an extended delay in obtaining an effective interpreter could compromise the resident's safety, the performance of first-response duties under § 115.264, or the investigation of the resident's allegations.
<i>Prevention Planning</i> <i>§ 115.217 Hiring and promotion decisions.</i>

<p>(a) The agency shall not hire or promote anyone who may have contact with residents, and shall not enlist the services of any contractor who may have contact with residents, who—</p> <p>(1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. § 1997);</p> <p>(2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or</p> <p>(3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (a)(2) of this section.</p>
<p>(b) The agency shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with residents.</p>
<p>(c) Before hiring new employees who may have contact with residents, the agency shall:</p> <p>(1) Perform a criminal background records check; and</p> <p>(2) Consistent with Federal, State, and local law, make its best efforts to contact all prior institutional employers for information on substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse.</p>
<p>(d) The agency shall also perform a criminal background records check before enlisting the services of any contractor who may have contact with residents.</p>
<p>(e) The agency shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with residents or have in place a system for otherwise capturing such information for current employees.</p>
<p>(f) The agency shall also ask all applicants and employees who may have contact with residents directly about previous misconduct described in paragraph (a) of this section in written applications or interviews for hiring or promotions and in any interviews or written self-evaluations conducted as part of reviews of current employees. The agency shall also impose upon employees a continuing affirmative duty to disclose any such misconduct.</p>
<p>(g) Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination.</p>
<p>(h) Unless prohibited by law, the agency shall provide information on substantiated allegations of sexual abuse or sexual harassment involving a former employee upon receiving a request from an institutional employer for whom such employee has applied to work.</p>
<p style="text-align: center;"><i>Prevention Planning</i> § 115.218 Upgrades to facilities and technologies.</p>
<p>(a) When designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities, the agency shall consider the effect of the design, acquisition, expansion, or modification upon the agency's ability to protect residents from sexual abuse.</p>
<p>(b) When installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology, the agency shall consider how such technology may enhance the agency's ability to protect residents from sexual abuse.</p>
<p style="text-align: center;"><i>Responsive Planning</i> § 115.221 Evidence protocol and forensic medical examinations.</p>
<p>(a) To the extent the agency is responsible for investigating allegations of sexual abuse, the agency shall follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions.</p>
<p>(b) The protocol shall be developmentally appropriate for youth where applicable, and, as appropriate, shall be adapted from or otherwise based on the most recent edition of the U.S. Department of Justice's Office on Violence Against Women publication, "A National Protocol for Sexual Assault Medical Forensic Examinations, Adults/Adolescents," or similarly comprehensive and authoritative protocols developed after 2011.</p>

<p>(c) The agency shall offer all victims of sexual abuse access to forensic medical examinations whether on-site or at an outside facility, without financial cost, where evidentiarily or medically appropriate. Such examinations shall be performed by Sexual Assault Forensic Examiners (SAFEs) or Sexual Assault Nurse Examiners (SANEs) where possible. If SAFEs or SANEs cannot be made available, the examination can be performed by other qualified medical practitioners. The agency shall document its efforts to provide SAFEs or SANEs.</p>
<p>(d) The agency shall attempt to make available to the victim a victim advocate from a rape crisis center. If a rape crisis center is not available to provide victim advocate services, the agency shall make available to provide these services a qualified staff member from a community-based organization or a qualified agency staff member. Agencies shall document efforts to secure services from rape crisis centers. For the purpose of this standard, a rape crisis center refers to an entity that provides intervention and related assistance, such as the services specified in 42 U.S.C. 14043g(b)(2)(C), to victims of sexual assault of all ages. The agency may utilize a rape crisis center that is part of a governmental unit as long as the center is not part of the criminal justice system (such as a law enforcement agency) and offers a comparable level of confidentiality as a nongovernmental entity that provides similar victim services.</p>
<p>(e) As requested by the victim, the victim advocate, qualified agency staff member, or qualified community-based organization staff member shall accompany and support the victim through the forensic medical examination process and investigatory interviews and shall provide emotional support, crisis intervention, information, and referrals.</p>
<p>(f) To the extent the agency itself is not responsible for investigating allegations of sexual abuse, the agency shall request that the investigating agency follow the requirements of paragraphs (a) through (e) of this section.</p>
<p>(g) The requirements of paragraphs (a) through (f) of this section shall also apply to:</p> <ol style="list-style-type: none"> <li>(1) Any State entity outside of the agency that is responsible for investigating allegations of sexual abuse in community confinement facilities; and</li> <li>(2) Any Department of Justice component that is responsible for investigating allegations of sexual abuse in community confinement facilities.</li> </ol>
<p>(h) For the purposes of this standard, a qualified agency staff member or a qualified community-based staff member shall be an individual who has been screened for appropriateness to serve in this role and has received education concerning sexual assault and forensic examination issues in general.</p>
<p style="text-align: center;"><i>Responsive Planning</i>  § 115.222 Policies to ensure referrals of allegations for investigations.</p>
<p>(a) The agency shall ensure that an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment.</p>
<p>(b) The agency shall have in place a policy to ensure that allegations of sexual abuse or sexual harassment are referred for investigation to an agency with the legal authority to conduct criminal investigations, unless the allegation does not involve potentially criminal behavior. The agency shall publish such policy on its website or, if it does not have one, make the policy available through other means. The agency shall document all such referrals.</p>
<p>(c) If a separate entity is responsible for conducting criminal investigations, such publication shall describe the responsibilities of both the agency and the investigating entity.</p>
<p>(d) Any State entity responsible for conducting administrative or criminal investigations of sexual abuse or sexual harassment in community confinement facilities shall have in place a policy governing the conduct of such investigations.</p>
<p>(e) Any Department of Justice component responsible for conducting administrative or criminal investigations of sexual abuse or sexual harassment in community confinement facilities shall have in place a policy governing the conduct of such investigations.</p>
<p style="text-align: center;"><i>Training and Education</i>  § 115.231 Employee training.</p>

<p>(a) The agency shall train all employees who may have contact with residents on:</p> <ol style="list-style-type: none"> <li>(1) Its zero-tolerance policy for sexual abuse and sexual harassment;</li> <li>(2) How to fulfill their responsibilities under agency sexual abuse and sexual harassment prevention, detection, reporting, and response policies and procedures;</li> <li>(3) Residents' right to be free from sexual abuse and sexual harassment;</li> <li>(4) The right of residents and employees to be free from retaliation for reporting sexual abuse and sexual harassment;</li> <li>(5) The dynamics of sexual abuse and sexual harassment in confinement;</li> <li>(6) The common reactions of sexual abuse and sexual harassment victims;</li> <li>(7) How to detect and respond to signs of threatened and actual sexual abuse;</li> <li>(8) How to avoid inappropriate relationships with residents;</li> <li>(9) How to communicate effectively and professionally with residents, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming residents; and</li> <li>(10) How to comply with relevant laws related to mandatory reporting of sexual abuse to outside authorities.</li> </ol>
<p>(b) Such training shall be tailored to the gender of the residents at the employee's facility. The employee shall receive additional training if the employee is reassigned from a facility that houses only male residents to a facility that houses only female residents, or vice versa.</p>
<p>(c) All current employees who have not received such training shall be trained within one year of the effective date of the PREA standards, and the agency shall provide each employee with refresher training every two years to ensure that all employees know the agency's current sexual abuse and sexual harassment policies and procedures. In years in which an employee does not receive refresher training, the agency shall provide refresher information on current sexual abuse and sexual harassment policies.</p>
<p>(d) The agency shall document, through employee signature or electronic verification, that employees understand the training they have received.</p>
<p style="text-align: center;"><i>Training and Education</i> § 115.232 Volunteer and contractor training.</p>
<p>(a) The agency shall ensure that all volunteers and contractors who have contact with residents have been trained on their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures.</p>
<p>(b) The level and type of training provided to volunteers and contractors shall be based on the services they provide and level of contact they have with residents, but all volunteers and contractors who have contact with residents shall be notified of the agency's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.</p>
<p>(c) The agency shall maintain documentation confirming that volunteers and contractors understand the training they have received.</p>
<p style="text-align: center;"><i>Training and Education</i> § 115.233 Resident education.</p>
<p>(a) During the intake process, residents shall receive information explaining the agency's zero-tolerance policy regarding sexual abuse and sexual harassment, how to report incidents or suspicions of sexual abuse or sexual harassment, their rights to be free from sexual abuse and sexual harassment and to be free from retaliation for reporting such incidents, and regarding agency policies and procedures for responding to such incidents.</p>
<p>(b) The agency shall provide refresher information whenever a resident is transferred to a different facility.</p>
<p>(c) The agency shall provide resident education in formats accessible to all residents, including those who are limited English proficient, deaf, visually impaired, or otherwise disabled as well as residents who have limited reading skills.</p>
<p>(d) The agency shall maintain documentation of resident participation in these education sessions.</p>

(e) In addition to providing such education, the agency shall ensure that key information is continuously and readily available or visible to residents through posters, resident handbooks, or other written formats.
<i>Training and Education</i> § 115.234 <i>Specialized training: Investigations.</i>
(a) In addition to the general training provided to all employees pursuant to § 115.231, the agency shall ensure that, to the extent the agency itself conducts sexual abuse investigations, its investigators have received training in conducting such investigations in confinement settings.
(b) Specialized training shall include techniques for interviewing sexual abuse victims, proper use of Miranda and Garrity warnings, sexual abuse evidence collection in confinement settings, and the criteria and evidence required to substantiate a case for administrative action or prosecution referral.
(c) The agency shall maintain documentation that agency investigators have completed the required specialized training in conducting sexual abuse investigations.
(d) Any State entity or Department of Justice component that investigates sexual abuse in confinement settings shall provide such training to its agents and investigators who conduct such investigations.
<i>Training and Education</i> § 115.235 <i>Specialized training: Medical and mental health care.</i>
(a) The agency shall ensure that all full- and part-time medical and mental health care practitioners who work regularly in its facilities have been trained in: (1) How to detect and assess signs of sexual abuse and sexual harassment; (2) How to preserve physical evidence of sexual abuse; (3) How to respond effectively and professionally to victims of sexual abuse and sexual harassment; and (4) How and to whom to report allegations or suspicions of sexual abuse and sexual harassment.
(b) If medical staff employed by the agency conduct forensic examinations, such medical staff shall receive the appropriate training to conduct such examinations.
(c) The agency shall maintain documentation that medical and mental health practitioners have received the training referenced in this standard either from the agency or elsewhere.
(d) Medical and mental health care practitioners shall also receive the training mandated for employees under § 115.231 or for contractors and volunteers under § 115.232, depending upon the practitioner's status at the agency.
<i>Screening for Risk of Sexual Victimization and Abusiveness</i> § 115.241 <i>Screening for risk of victimization and abusiveness.</i>
(a) All residents shall be assessed during an intake screening and upon transfer to another facility for their risk of being sexually abused by other residents or sexually abusive toward other residents.
(b) Intake screening shall ordinarily take place within 72 hours of arrival at the facility.
(c) Such assessments shall be conducted using an objective screening instrument.



<p>(d) The intake screening shall consider, at a minimum, the following criteria to assess residents for risk of sexual victimization:</p> <ol style="list-style-type: none"> <li>(1) Whether the resident has a mental, physical, or developmental disability;</li> <li>(2) The age of the resident;</li> <li>(3) The physical build of the resident;</li> <li>(4) Whether the resident has previously been incarcerated;</li> <li>(5) Whether the resident's criminal history is exclusively nonviolent;</li> <li>(6) Whether the resident has prior convictions for sex offenses against an adult or child;</li> <li>(7) Whether the resident is or is perceived to be gay, lesbian, bisexual, transgender, intersex, or gender nonconforming;</li> <li>(8) Whether the resident has previously experienced sexual victimization; and</li> <li>(9) The resident's own perception of vulnerability.</li> </ol>
<p>(e) The intake screening shall consider prior acts of sexual abuse, prior convictions for violent offenses, and history of prior institutional violence or sexual abuse, as known to the agency, in assessing residents for risk of being sexually abusive.</p>
<p>(f) Within a set time period, not to exceed 30 days from the resident's arrival at the facility, the facility will reassess the resident's risk of victimization or abusiveness based upon any additional, relevant information received by the facility since the intake screening.</p>
<p>(g) A resident's risk level shall be reassessed when warranted due to a referral, request, incident of sexual abuse, or receipt of additional information that bears on the resident's risk of sexual victimization or abusiveness.</p>
<p>(h) Residents may not be disciplined for refusing to answer, or for not disclosing complete information in response to, questions asked pursuant to paragraphs (d)(1), (d)(7), (d)(8), or (d)(9) of this section.</p>
<p>(i) The agency shall implement appropriate controls on the dissemination within the facility of responses to questions asked pursuant to this standard in order to ensure that sensitive information is not exploited to the resident's detriment by staff or other residents.</p>
<p style="text-align: center;"><i>Screening for Risk of Sexual Victimization and Abusiveness</i>  § 115.242 Use of screening information.</p>
<p>(a) The agency shall use information from the risk screening required by § 115.241 to inform housing, bed, work, education, and program assignments with the goal of keeping separate those residents at high risk of being sexually victimized from those at high risk of being sexually abusive.</p>
<p>(b) The agency shall make individualized determinations about how to ensure the safety of each resident.</p>
<p>(c) In deciding whether to assign a transgender or intersex resident to a facility for male or female residents, and in making other housing and programming assignments, the agency shall consider on a case-by-case basis whether a placement would ensure the resident's health and safety, and whether the placement would present management or security problems.</p>
<p>(d) A transgender or intersex resident's own views with respect to his or her own safety shall be given serious consideration.</p>
<p>(e) Transgender and intersex residents shall be given the opportunity to shower separately from other residents.</p>
<p>(f) The agency shall not place lesbian, gay, bisexual, transgender, or intersex residents in dedicated facilities, units, or wings solely on the basis of such identification or status, unless such placement is in a dedicated facility unit, or wing established in connection with a consent decree, legal settlement, or legal judgment for the purpose of protecting such residents.</p>
<p style="text-align: center;"><i>Screening for Risk of Sexual Victimization and Abusiveness</i>  § 115.243 Reserved.</p>

Reserved
<i>Reporting</i> <i>§ 115.251 Resident reporting.</i>
(a) The agency shall provide multiple internal ways for residents to privately report sexual abuse and sexual harassment, retaliation by other residents or staff for reporting sexual abuse and sexual harassment, and staff neglect or violation of responsibilities that may have contributed to such incidents.
(b) The agency shall also inform residents of at least one way to report abuse or harassment to a public or private entity or office that is not part of the agency and that is able to receive and immediately forward resident reports of sexual abuse and sexual harassment to agency officials, allowing the resident to remain anonymous upon request.
(c) Staff shall accept reports made verbally, in writing, anonymously, and from third parties and shall promptly document any verbal reports.
(d) The agency shall provide a method for staff to privately report sexual abuse and sexual harassment of residents.
<i>Reporting</i> <i>§ 115.252 Exhaustion of administrative remedies.</i>
(a) An agency shall be exempt from this standard if it does not have administrative procedures to address resident grievances regarding sexual abuse.
(b)(1) The agency shall not impose a time limit on when a resident may submit a grievance regarding an allegation of sexual abuse. (2) The agency may apply otherwise-applicable time limits on any portion of a grievance that does not allege an incident of sexual abuse. (3) The agency shall not require a resident to use any informal grievance process, or to otherwise attempt to resolve with staff, an alleged incident of sexual abuse. (4) Nothing in this section shall restrict the agency's ability to defend against a lawsuit filed by a resident on the ground that the applicable statute of limitations has expired.
(c) The agency shall ensure that— (1) A resident who alleges sexual abuse may submit a grievance without submitting it to a staff member who is the subject of the complaint, and (2) Such grievance is not referred to a staff member who is the subject of the complaint.
(d)(1) The agency shall issue a final agency decision on the merits of any portion of a grievance alleging sexual abuse within 90 days of the initial filing of the grievance. (2) Computation of the 90-day time period shall not include time consumed by residents in preparing any administrative appeal. (3) The agency may claim an extension of time to respond, of up to 70 days, if the normal time period for response is insufficient to make an appropriate decision. The agency shall notify the resident in writing of any such extension and provide a date by which a decision will be made. (4) At any level of the administrative process, including the final level, if the resident does not receive a response within the time allotted for reply, including any properly noticed extension, the resident may consider the absence of a response to be a denial at that level.
(e)(1) Third parties, including fellow residents, staff members, family members, attorneys, and outside advocates, shall be permitted to assist residents in filing requests for administrative remedies relating to allegations of sexual abuse, and shall also be permitted to file such requests on behalf of residents. (2) If a third party files such a request on behalf of a resident, the facility may require as a condition of processing the request that the alleged victim agree to have the request filed on his or her behalf, and may also require the alleged victim to personally pursue any subsequent steps in the administrative remedy process. (3) If the resident declines to have the request processed on his or her behalf, the agency shall document the resident's decision.

<p>(f)(1) The agency shall establish procedures for the filing of an emergency grievance alleging that a resident is subject to a substantial risk of imminent sexual abuse.</p> <p>(2) After receiving an emergency grievance alleging a resident is subject to a substantial risk of imminent sexual abuse, the agency shall immediately forward the grievance (or any portion thereof that alleges the substantial risk of imminent sexual abuse) to a level of review at which immediate corrective action may be taken, shall provide an initial response within 48 hours, and shall issue a final agency decision within 5 calendar days. The initial response and final agency decision shall document the agency's determination whether the resident is in substantial risk of imminent sexual abuse and the action taken in response to the emergency grievance.</p>
<p>(g) The agency may discipline a resident for filing a grievance related to alleged sexual abuse only where the agency demonstrates that the resident filed the grievance in bad faith.</p>
<p style="text-align: center;"><i>Reporting</i> § 115.253 Resident access to outside confidential support services.</p>
<p>(a) The facility shall provide residents with access to outside victim advocates for emotional support services related to sexual abuse by giving residents mailing addresses and telephone numbers, including toll-free hotline numbers where available, of local, State, or national victim advocacy or rape crisis organizations, and by enabling reasonable communication between residents and these organizations, in as confidential a manner as possible.</p>
<p>(b) The facility shall inform residents, prior to giving them access, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.</p>
<p>(c) The agency shall maintain or attempt to enter into memoranda of understanding or other agreements with community service providers that are able to provide residents with confidential emotional support services related to sexual abuse. The agency shall maintain copies of agreements or documentation showing attempts to enter into such agreements.</p>
<p style="text-align: center;"><i>Reporting</i> § 115.254 Third-party reporting.</p>
<p>The agency shall establish a method to receive third-party reports of sexual abuse and sexual harassment and shall distribute publicly information on how to report sexual abuse and sexual harassment on behalf of a resident.</p>
<p style="text-align: center;"><i>Official Response Following a Resident Report</i> § 115.261 Staff and agency reporting duties.</p>
<p>(a) The agency shall require all staff to report immediately and according to agency policy any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment that occurred in a facility, whether or not it is part of the agency; retaliation against residents or staff who reported such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation.</p>
<p>(b) Apart from reporting to designated supervisors or officials, staff shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary, as specified in agency policy, to make treatment, investigation, and other security and management decisions.</p>
<p>(c) Unless otherwise precluded by Federal, State, or local law, medical and mental health practitioners shall be required to report sexual abuse pursuant to paragraph (a) of this section and to inform residents of the practitioner's duty to report, and the limitations of confidentiality, at the initiation of services.</p>
<p>(d) If the alleged victim is under the age of 18 or considered a vulnerable adult under a State or local vulnerable persons statute, the agency shall report the allegation to the designated State or local services agency under applicable mandatory reporting laws.</p>
<p>(e) The facility shall report all allegations of sexual abuse and sexual harassment, including third-party and anonymous reports, to the facility's designated investigators.</p>

<i>Official Response Following a Resident Report § 115.262 Agency protection duties.</i>
When an agency learns that a resident is subject to a substantial risk of imminent sexual abuse, it shall take immediate action to protect the resident.
<i>Official Response Following a Resident Report § 115.263 Reporting to other confinement facilities.</i>
(a) Upon receiving an allegation that a resident was sexually abused while confined at another facility, the head of the facility that received the allegation shall notify the head of the facility or appropriate office of the agency where the alleged abuse occurred.
(b) Such notification shall be provided as soon as possible, but no later than 72 hours after receiving the allegation.
(c) The agency shall document that it has provided such notification.
(d) The facility head or agency office that receives such notification shall ensure that the allegation is investigated in accordance with these standards.
<i>Official Response Following a Resident Report § 115.264 Staff first responder duties.</i>
(a) Upon learning of an allegation that a resident was sexually abused, the first security staff member to respond to the report shall be required to: (1) Separate the alleged victim and abuser; (2) Preserve and protect any crime scene until appropriate steps can be taken to collect any evidence; (3) If the abuse occurred within a time period that still allows for the collection of physical evidence, request that the alleged victim not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating; and (4) If the abuse occurred within a time period that still allows for the collection of physical evidence, ensure that the alleged abuser does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating.
(b) If the first staff responder is not a security staff member, the responder shall be required to request that the alleged victim not take any actions that could destroy physical evidence and then notify security staff.
<i>Official Response Following a Resident Report § 115.265 Coordinated response.</i>
The facility shall develop a written institutional plan to coordinate actions taken in response to an incident of sexual abuse, among staff first responders, medical and mental health practitioners, investigators, and facility leadership.
<i>Official Response Following a Resident Report § 115.266 Preservation of ability to protect residents from contact with abusers</i>
(a) Neither the agency nor any other governmental entity responsible for collective bargaining on the agency's behalf shall enter into or renew any collective bargaining agreement or other agreement that limits the agency's ability to remove alleged staff sexual abusers from contact with residents pending the outcome of an investigation or of a determination of whether and to what extent discipline is warranted.
(b) Nothing in this standard shall restrict the entering into or renewal of agreements that govern: (1) The conduct of the disciplinary process, as long as such agreements are not inconsistent with the provisions of §§ 115.272 and 115.276; or (2) Whether a no-contact assignment that is imposed pending the outcome of an investigation shall be expunged from or retained in the staff member's personnel file following a determination that the allegation of sexual abuse is not substantiated.

<p align="center"><i>Official Response Following a Resident Report § 115.267 Agency protection against retaliation.</i></p>
<p>(a) The agency shall establish a policy to protect all residents and staff who report sexual abuse or sexual harassment or cooperate with sexual abuse or sexual harassment investigations from retaliation by other residents or staff and shall designate which staff members or departments are charged with monitoring retaliation.</p>
<p>(b) The agency shall employ multiple protection measures, such as housing changes or transfers for resident victims or abusers, removal of alleged staff or resident abusers from contact with victims, and emotional support services for residents or staff who fear retaliation for reporting sexual abuse or sexual harassment or for cooperating with investigations.</p>
<p>(c) For at least 90 days following a report of sexual abuse, the agency shall monitor the conduct and treatment of residents or staff who reported the sexual abuse and of residents who were reported to have suffered sexual abuse to see if there are changes that may suggest possible retaliation by residents or staff, and shall act promptly to remedy any such retaliation. Items the agency should monitor include any resident disciplinary reports, housing, or program changes, or negative performance reviews or reassignments of staff. The agency shall continue such monitoring beyond 90 days if the initial monitoring indicates a continuing need.</p>
<p>(d) In the case of residents, such monitoring shall also include periodic status checks.</p>
<p>(e) If any other individual who cooperates with an investigation expresses a fear of retaliation, the agency shall take appropriate measures to protect that individual against retaliation.</p>
<p>(f) An agency's obligation to monitor shall terminate if the agency determines that the allegation is unfounded.</p>
<p align="center"><i>Official Response Following a Resident Report § 115.268 Reserved.</i></p>
<p>Reserved</p>
<p align="center"><i>Investigations § 115.271 Criminal and administrative agency investigations.</i></p>
<p>(a) When the agency conducts its own investigations into allegations of sexual abuse and sexual harassment, it shall do so promptly, thoroughly, and objectively for all allegations, including third-party and anonymous reports.</p>
<p>(b) Where sexual abuse is alleged, the agency shall use investigators who have received special training in sexual abuse investigations pursuant to § 115.234.</p>
<p>(c) Investigators shall gather and preserve direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data; shall interview alleged victims, suspected perpetrators, and witnesses; and shall review prior complaints and reports of sexual abuse involving the suspected perpetrator.</p>
<p>(d) When the quality of evidence appears to support criminal prosecution, the agency shall conduct compelled interviews only after consulting with prosecutors as to whether compelled interviews may be an obstacle for subsequent criminal prosecution.</p>
<p>(e) The credibility of an alleged victim, suspect, or witness shall be assessed on an individual basis and shall not be determined by the person's status as resident or staff. No agency shall require a resident who alleges sexual abuse to submit to a polygraph examination or other truth-telling device as a condition for proceeding with the investigation of such an allegation.</p>
<p>(f) Administrative investigations:</p> <ol style="list-style-type: none"> <li>(1) Shall include an effort to determine whether staff actions or failures to act contributed to the abuse; and</li> <li>(2) Shall be documented in written reports that include a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings.</li> </ol>

(g) Criminal investigations shall be documented in a written report that contains a thorough description of physical, testimonial, and documentary evidence and attaches copies of all documentary evidence where feasible.
(h) Substantiated allegations of conduct that appears to be criminal shall be referred for prosecution.
(i) The agency shall retain all written reports referenced in paragraphs (f) and (g) of this section for as long as the alleged abuser is incarcerated or employed by the agency, plus five years.
(j) The departure of the alleged abuser or victim from the employment or control of the facility or agency shall not provide a basis for terminating an investigation.
(k) Any State entity or Department of Justice component that conducts such investigations shall do so pursuant to the above requirements.
(l) When outside agencies investigate sexual abuse, the facility shall cooperate with outside investigators and shall endeavor to remain informed about the progress of the investigation.
<i>Investigations</i> <b>§ 115.272 Evidentiary standard for administrative investigations.</b>
The agency shall impose no standard higher than a preponderance of the evidence in determining whether allegations of sexual abuse or sexual harassment are substantiated.
<i>Investigations</i> <b>§ 115.273 Reporting to residents.</b>
(a) Following an investigation into a resident's allegation of sexual abuse suffered in an agency facility, the agency shall inform the resident as to whether the allegation has been determined to be substantiated, unsubstantiated, or unfounded.
(b) If the agency did not conduct the investigation, it shall request the relevant information from the investigative agency in order to inform the resident.
(c) Following a resident's allegation that a staff member has committed sexual abuse against the resident, the agency shall subsequently inform the resident (unless the agency has determined that the allegation is unfounded) whenever: (1) The staff member is no longer posted within the resident's unit; (2) The staff member is no longer employed at the facility; (3) The agency learns that the staff member has been indicted on a charge related to sexual abuse within the facility; or (4) The agency learns that the staff member has been convicted on a charge related to sexual abuse within the facility.
(d) Following a resident's allegation that he or she has been sexually abused by another resident, the agency shall subsequently inform the alleged victim whenever: (1) The agency learns that the alleged abuser has been indicted on a charge related to sexual abuse within the facility; or (2) The agency learns that the alleged abuser has been convicted on a charge related to sexual abuse within the facility.
(e) All such notifications or attempted notifications shall be documented.
(f) An agency's obligation to report under this standard shall terminate if the resident is released from the agency's custody.
<i>Discipline</i> <b>§ 115.276 Disciplinary sanctions for staff.</b>

(a) Staff shall be subject to disciplinary sanctions up to and including termination for violating agency sexual abuse or sexual harassment policies.
(b) Termination shall be the presumptive disciplinary sanction for staff who have engaged in sexual abuse.
(c) Disciplinary sanctions for violations of agency policies relating to sexual abuse or sexual harassment (other than actually engaging in sexual abuse) shall be commensurate with the nature and circumstances of the acts committed, the staff member's disciplinary history, and the sanctions imposed for comparable offenses by other staff with similar histories.
(d) All terminations for violations of agency sexual abuse or sexual harassment policies, or resignations by staff who would have been terminated if not for their resignation, shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to any relevant licensing bodies.

<p style="text-align: center;"><i>Discipline</i>  § 115.277 Corrective action for contractors and volunteers.</p>	
(a) Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.	
(b) The facility shall take appropriate remedial measures, and shall consider whether to prohibit further contact with residents, in the case of any other violation of agency sexual abuse or sexual harassment policies by a contractor or volunteer.	
<p style="text-align: center;"><i>Discipline</i>  § 115.278 Disciplinary sanctions for residents.</p>	
(a) Residents shall be subject to disciplinary sanctions pursuant to a formal disciplinary process following an administrative finding that the resident engaged in resident-on-resident sexual abuse or following a criminal finding of guilt for resident-on-resident sexual abuse.	
(b) Sanctions shall be commensurate with the nature and circumstances of the abuse committed, the resident's disciplinary history, and the sanctions imposed for comparable offenses by other residents with similar histories.	
(c) The disciplinary process shall consider whether a resident's mental disabilities or mental illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.	
(d) If the facility offers therapy, counseling, or other interventions designed to address and correct underlying reasons or motivations for the abuse, the facility shall consider whether to require the offending resident to participate in such interventions as a condition of access to programming or other benefits.	
(e) The agency may discipline a resident for sexual contact with staff only upon a finding that the staff member did not consent to such contact.	
(f) For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.	
(g) An agency may, in its discretion, prohibit all sexual activity between residents and may discipline residents for such activity. An agency may not, however, deem such activity to constitute sexual abuse if it determines that the activity is not coerced.	
<p style="text-align: center;"><i>Medical and Mental Care</i>  § 115.281 Reserved.</p>	
Reserved	

<p align="center"><i>Medical and Mental Care</i>  § 115.282 Access to emergency medical and mental health services.</p>	
(a)	Resident victims of sexual abuse shall receive timely, unimpeded access to emergency medical treatment and crisis intervention services, the nature and scope of which are determined by medical and mental health practitioners according to their professional judgment.
(b)	If no qualified medical or mental health practitioners are on duty at the time a report of recent abuse is made, security staff first responders shall take preliminary steps to protect the victim pursuant to § 115.262 and shall immediately notify the appropriate medical and mental health practitioners.
(c)	Resident victims of sexual abuse while incarcerated shall be offered timely information about and timely access to emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care, where medically appropriate.
(d)	Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
<p align="center"><i>Medical and Mental Care</i>  § 115.283 Ongoing medical and mental health care for sexual abuse victims and abusers.</p>	
(a)	The facility shall offer medical and mental health evaluation and, as appropriate, treatment to all residents who have been victimized by sexual abuse in any prison, jail, lockup, or juvenile facility.
(b)	The evaluation and treatment of such victims shall include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody.
(c)	The facility shall provide such victims with medical and mental health services consistent with the community level of care.
(d)	Resident victims of sexually abusive vaginal penetration while incarcerated shall be offered pregnancy tests.
(e)	If pregnancy results from conduct specified in paragraph (d) of this section, such victims shall receive timely and comprehensive information about and timely access to all lawful pregnancy-related medical services.
(f)	Resident victims of sexual abuse while incarcerated shall be offered tests for sexually transmitted infections as medically appropriate.
(g)	Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
(h)	The facility shall attempt to conduct a mental health evaluation of all known resident-on-resident abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.
<p align="center"><i>Data Collection and Review</i>  § 115.286 Sexual abuse incident reviews.</p>	
(a)	The facility shall conduct a sexual abuse incident review at the conclusion of every sexual abuse investigation, including where the allegation has not been substantiated, unless the allegation has been determined to be unfounded.
(b)	Such review shall ordinarily occur within 30 days of the conclusion of the investigation.
(c)	The review team shall include upper-level management officials, with input from line supervisors, investigators, and medical or mental health practitioners.



<p>(d) The review team shall:</p> <p>(1) Consider whether the allegation or investigation indicates a need to change policy or practice to better prevent, detect, or respond to sexual abuse;</p> <p>(2) Consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility;</p> <p>(3) Examine the area in the facility where the incident allegedly occurred to assess whether physical barriers in the area may enable abuse;</p> <p>(4) Assess the adequacy of staffing levels in that area during different shifts;</p> <p>(5) Assess whether monitoring technology should be deployed or augmented to supplement supervision by staff; and</p> <p>(6) Prepare a report of its findings, including but not necessarily limited to determinations made pursuant to paragraphs (d)(1)-(d)(5) of this section, and any recommendations for improvement, and submit such report to the facility head and PREA compliance manager.</p>
<p>(e) The facility shall implement the recommendations for improvement, or shall document its reasons for not doing so.</p>
<p style="text-align: center;"><i>Data Collection and Review</i> § 115.287 Data collection.</p>
<p>(a) The agency shall collect accurate, uniform data for every allegation of sexual abuse at facilities under its direct control using a standardized instrument and set of definitions.</p>
<p>(b) The agency shall aggregate the incident-based sexual abuse data at least annually.</p>
<p>(c) The incident-based data collected shall include, at a minimum, the data necessary to answer all questions from the most recent version of the Survey of Sexual Violence conducted by the Department of Justice.</p>
<p>(d) The agency shall maintain, review, and collect data as needed from all available incident-based documents including reports, investigation files, and sexual abuse incident reviews.</p>
<p>(e) The agency also shall obtain incident-based and aggregated data from every private facility with which it contracts for the confinement of its residents.</p>
<p>(f) Upon request, the agency shall provide all such data from the previous calendar year to the Department of Justice no later than June 30.</p>
<p style="text-align: center;"><i>Data Collection and Review</i> § 115.288 Data review for corrective action.</p>
<p>(a) The agency shall review data collected and aggregated pursuant to § 115.287 in order to assess and improve the effectiveness of its sexual abuse prevention, detection, and response policies, practices, and training, including:</p> <p>(1) Identifying problem areas;</p> <p>(2) Taking corrective action on an ongoing basis; and</p> <p>(3) Preparing an annual report of its findings and corrective actions for each facility, as well as the agency as a whole.</p>
<p>(b) Such report shall include a comparison of the current year's data and corrective actions with those from prior years and shall provide an assessment of the agency's progress in addressing sexual abuse.</p>
<p>(c) The agency's report shall be approved by the agency head and made readily available to the public through its website or, if it does not have one, through other means.</p>
<p>(d) The agency may redact specific material from the reports when publication would present a clear and specific threat to the safety and security of a facility, but must indicate the nature of the material redacted.</p>
<p style="text-align: center;"><i>Data Collection and Review</i> § 115.289 Data storage, publication, and destruction.</p>

(a) The agency shall ensure that data collected pursuant to § 115.287 are securely retained.
(b) The agency shall make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its website or, if it does not have one, through other means.
(c) Before making aggregated sexual abuse data publicly available, the agency shall remove all personal identifiers.
(d) The agency shall maintain sexual abuse data collected pursuant to § 115.287 for at least 10 years after the date of the initial collection unless Federal, State, or local law requires otherwise.
<i>Audits</i> § 115.293 Audits of standards.
The agency shall conduct audits pursuant to §§ 115.401-405.
<i>Auditing and Corrective Action</i> § 115.401 Frequency and scope of audits.
(a) During the three-year period starting on [INSERT DATE ONE YEAR PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER], and during each three-year period thereafter, the agency shall ensure that each facility operated by the agency, or by a private organization on behalf of the agency, is audited at least once.
(b) During each one-year period starting on [INSERT DATE ONE YEAR PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER], the agency shall ensure that at least one-third of each facility type operated by the agency, or by a private organization on behalf of the agency, is audited.
(c) The Department of Justice may send a recommendation to an agency for an expedited audit if the Department has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The recommendation may also include referrals to resources that may assist the agency with PREA-related issues.
(d) The Department of Justice shall develop and issue an audit instrument that will provide guidance on the conduct of and contents of the audit.
(e) The agency shall bear the burden of demonstrating compliance with the standards.
(f) The auditor shall review all relevant agency-wide policies, procedures, reports, internal and external audits, and accreditations for each facility type.
(g) The audits shall review, at a minimum, a sampling of relevant documents and other records and information for the most recent one-year period.
(h) The auditor shall have access to, and shall observe, all areas of the audited facilities.
(i) The auditor shall be permitted to request and receive copies of any relevant documents (including electronically stored information).
(j) The auditor shall retain and preserve all documentation (including, e.g., video tapes and interview notes) relied upon in making audit determinations. Such documentation shall be provided to the Department of Justice upon request.
(k) The auditor shall interview a representative sample of inmates, residents, and detainees, and of staff, supervisors, and administrators.
(l) The auditor shall review a sampling of any available videotapes and other electronically available data (e.g., Watchtour) that may be relevant to the provisions being audited.

(m) The auditor shall be permitted to conduct private interviews with inmates, residents, and detainees.
(n) Inmates, residents, and detainees shall be permitted to send confidential information or correspondence to the auditor in the same manner as if they were communicating with legal counsel.
(o) Auditors shall attempt to communicate with community-based or victim advocates who may have insight into relevant conditions in the facility.
<i>Auditing and Corrective Action</i> § 115.402 Auditor qualifications.
(a) An audit shall be conducted by: (1) A member of a correctional monitoring body that is not part of, or under the authority of, the agency (but may be part of, or authorized by, the relevant State or local government); (2) A member of an auditing entity such as an inspector general's or ombudsperson's office that is external to the agency; or (3) Other outside individuals with relevant experience.
(b) All auditors shall be certified by the Department of Justice. The Department of Justice shall develop and issue procedures regarding the certification process, which shall include training requirements.
(c) No audit may be conducted by an auditor who has received financial compensation from the agency being audited (except for compensation received for conducting prior PREA audits) within the three years prior to the agency's retention of the auditor.
(d) The agency shall not employ, contract with, or otherwise financially compensate the auditor for three years subsequent to the agency's retention of the auditor, with the exception of contracting for subsequent PREA audits.
<i>Auditing and Corrective Action</i> § 115.403 Audit contents and findings.
(a) Each audit shall include a certification by the auditor that no conflict of interest exists with respect to his or her ability to conduct an audit of the agency under review.
(b) Audit reports shall state whether agency-wide policies and procedures comply with relevant PREA standards.
(c) For each PREA standard, the auditor shall determine whether the audited facility reaches one of the following findings: Exceeds Standard (substantially exceeds requirement of standard); Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period); Does Not Meet Standard (requires corrective action). The audit summary shall indicate, among other things, the number of provisions the facility has achieved at each grade level.
(d) Audit reports shall describe the methodology, sampling sizes, and basis for the auditor's conclusions with regard to each standard provision for each audited facility, and shall include recommendations for any required corrective action.
(e) Auditors shall redact any personally identifiable inmate or staff information from their reports, but shall provide such information to the agency upon request, and may provide such information to the Department of Justice.
(f) The agency shall ensure that the auditor's final report is published on the agency's website if it has one, or is otherwise made readily available to the public.

<i>Auditing and Corrective Action</i> § 115.404 Audit corrective action plan.
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(a) A finding of "Does Not Meet Standard" with one or more standards shall trigger a 180-day corrective action period.
(b) The auditor and the agency shall jointly develop a corrective action plan to achieve compliance.
(c) The auditor shall take necessary and appropriate steps to verify implementation of the corrective action plan, such as reviewing updated policies and procedures or re-inspecting portions of a facility.
(d) After the 180-day corrective action period ends, the auditor shall issue a final determination as to whether the facility has achieved compliance with those standards requiring corrective action.
(e) If the agency does not achieve compliance with each standard, it may (at its discretion and cost) request a subsequent audit once it believes that it has achieved compliance.
<i>Auditing and Corrective Action</i> <i>§ 115.405 Audit appeals.</i>
(a) An agency may lodge an appeal with the Department of Justice regarding any specific audit finding that it believes to be incorrect. Such appeal must be lodged within 90 days of the auditor's final determination.
(b) If the Department determines that the agency has stated good cause for a re-evaluation, the agency may commission a re-audit by an auditor mutually agreed upon by the Department and the agency. The agency shall bear the costs of this re-audit.
(c) The findings of the re-audit shall be considered final.
<i>State Compliance</i> <i>§ 115.501 State determination and certification of full compliance.</i>
(a) In determining pursuant to 42 U.S.C. 15607(c)(2) whether the State is in full compliance with the PREA standards, the Governor shall consider the results of the most recent agency audits.
(b) The Governor's certification shall apply to all facilities in the State under the operational control of the State's executive branch, including facilities operated by private entities on behalf of the State's executive branch.