



**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 **4**  
to  
Contract Number **20000002242**

<b>CONTRACTOR</b>	B2B Staffing Services, inc.
	4501 Cerritos, Ste 201
	Cypress, CA 90630
	Brian DeMeo
	949-207-3126
	brian.demeo@b2bstaffingservices.com
	VS0141397

<b>STATE</b>	Program Manager	Various	MULTI
	Contract Administrator	Sarah Walter	DTMB
		517-256-4237 walters6@michigan.gov	

**CONTRACT SUMMARY**

STATEWIDE - TEMPORARY MEDICAL STAFFING SERVICES			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 20, 2020	September 30, 2023	3 – 1 Years	September 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
.5NET30		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (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	September 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$10,000,000.00	\$0.00	\$10,000,000.00		

Effective May 13, 2021 please note the following:

- This Contract is hereby authorized to source positions, on behalf of the Michigan Department of Military and Veteran Affairs (DMVA), utilizing the rates provided in the Change Notice 4 Attachment.
- Rates for LPNs and RNs are hereby increased for the Michigan Department of Corrections (MDOC). Please refer to the table below:

Position	LPN	RN
Hourly Rate	\$32.00	\$45.00
Billable Rate	\$48.00	\$60.00
Mark-up%	50%	50%

All other terms, conditions, specifications, and pricing remain the same, per Contractor and Agency Agreement and DTMB Central Procurement Services approval.

## Change Notice 4 – 20000002242 – Attachment – DMVA Pricing

### Pricing for Michigan Veteran Homes – Contract Base Year Pricing

	*Hourly Rate of Pay (Range) Fiscal Year 1 (10/1/20 – 9/30/21)	**Billable Rate (Range) Fiscal Year 1 (10/1/20 – 9/30/21)	*** Mark-up%	*Hourly Rate of Pay (Range) Fiscal Year 2 (10/1/21 – 9/30/22)	**Billable Rate (Range) Fiscal Year 2 (10/1/21 – 9/30/22)	*** Mark-up%	*Hourly Rate of Pay (Range) Fiscal Year 3 (10/1/22 – 9/30/23)	**Billable Rate (Range) Fiscal Year 3 (10/1/22 – 9/30/23)	*** Mark-up%
5. LPN - Licensed Practical Nurse	31.00	44.95	45%	31.00	44.95	45%	31.00	44.95	45%
6. RN - Registered Nurse	45.00	65.25	45%	45.00	65.25	45%	45.00	65.25	45%
11. Nurse Practitioner	55.00	79.75	45%	55.00	79.75	45%	55.00	79.75	45%
15. Pharmacist	50.00	72.50	45%	50.00	72.50	45%	50.00	72.50	45%
16. Pharmacy Assistant	17.50	25.37	45%	17.50	25.37	45%	17.50	25.37	45%
34. Speech Therapist	40.00	58.00	45%	40.00	58.00	45%	40.00	58.00	45%
35. Other - Dietician	35.00	50.75	45%	35.00	50.75	45%	35.00	50.75	45%

### Pricing for Michigan Veteran Homes – Contract Option Year Pricing

	*Hourly Rate of Pay (Range) Fiscal Year 4 (10/1/23 – 9/30/24)	**Billable Rate (Range) Fiscal Year 4 (10/1/23 – 9/30/24)	*** Mark-up%	*Hourly Rate of Pay (Range) Fiscal Year 5 (10/1/24 – 9/30/25)	**Billable Rate (Range) Fiscal Year 5 (10/1/24 – 9/30/25)	*** Mark-up%	*Hourly Rate of Pay (Range) Fiscal Year 6 (10/1/25 – 9/30/26)	**Billable Rate (Range) Fiscal Year 6 (10/1/25 – 9/30/26)	*** Mark-up%
5. LPN - Licensed Practical Nurse	33.00	47.85	45%	33.00	47.85	45%	33.00	47.85	45%
6. RN - Registered Nurse	48.00	69.60	45%	48.00	69.60	45%	48.00	69.60	45%
11. Nurse Practitioner	60.00	87.00	45%	60.00	87.00	45%	60.00	87.00	45%
15. Pharmacist	54.00	78.30	45%	54.00	78.30	45%	54.00	78.30	45%
16. Pharmacy Assistant	19.00	27.55	45%	19.00	27.55	45%	19.00	27.55	45%
34. Speech Therapist	42.50	61.62	45%	42.50	61.62	45%	42.50	61.62	45%
35. Other - Dietician	37.50	54.37	45%	37.50	54.37	45%	37.50	54.37	45%



# 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 20000002242

<b>CONTRACTOR</b>	B2B Staffing Services, inc.
	4501 Cerritos, Ste 201
	Cypress, CA 90630
	Brian DeMeo
	949-207-3126
	brian.demeo@b2bstaffingservices.com
	VS0141397

<b>STATE</b>	Program Manager	Various	MULTI
	Contract Administrator	Sarah Walter	DTMB
		517-256-4237	
		Walters6@michigan.gov	

CONTRACT SUMMARY						
STATEWIDE - TEMPORARY MEDICAL STAFFING SERVICES						
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW			
October 20, 2020	September 30, 2023	3 - 1 Year	September 30, 2023			
PAYMENT TERMS		DELIVERY TIMEFRAME				
.5NET30		N/A				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING			
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (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	September 30, 2023		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE			
\$10,000,000.00		\$0.00	\$10,000,000.00			
Effective March 8, 2021 please note the following:						
<b>1. Schedule B – Pricing is hereby updated to include the following Positions:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <b>Recovery Coach:</b>  <b>Hourly Rate:</b> \$17.00  <b>Billable Rate:</b> \$25.50         </td> <td style="width: 50%; border: none;"> <b>Dietician:</b>  <b>Hourly Rate:</b> \$30.00  <b>Billable Rate:</b> \$45.00         </td> </tr> </table> <ul style="list-style-type: none"> <li>• Please refer to attached updated Schedule C – Extended Position Description, for further detail.</li> </ul>					<b>Recovery Coach:</b> <b>Hourly Rate:</b> \$17.00 <b>Billable Rate:</b> \$25.50	<b>Dietician:</b> <b>Hourly Rate:</b> \$30.00 <b>Billable Rate:</b> \$45.00
<b>Recovery Coach:</b> <b>Hourly Rate:</b> \$17.00 <b>Billable Rate:</b> \$25.50	<b>Dietician:</b> <b>Hourly Rate:</b> \$30.00 <b>Billable Rate:</b> \$45.00					
<b>2. Section 4. Program Manager, of the Standard Contract Terms, is hereby updated for MDOC:</b> <ul style="list-style-type: none"> <li>• <b>Name:</b> Kristy McPherson <b>Phone:</b> 609-495-2282 <b>Email:</b> mcphersonk1@michigan.gov</li> <li>• <b>Taylor Finley and Orlando Bruni are hereby removed.</b></li> </ul>						
All other terms, conditions, specifications, and pricing remain the same, per Contractor and Agency agreement and DTMB Central Procurement Services approval.						

# STATE OF MICHIGAN

Contract No. 20000002242  
Temporary Medical Staffing Services - Statewide

## **SCHEDULE C - Extended Position Descriptions - Update**

The duties listed of temporary staffing position are typical examples of work performed, not all duties assigned are included, nor is it expected that all positions assigned to every duty listed.

**Please Note:** Years of experience may vary depending on position.

### **34. Recovery Coach**

Licensed through the State of Michigan and provide support and assistance to individuals that have substance use disorders. Recovery Coach positions are based on the recover-orientated support environment that advances recovery orientation. These positions are trained and educated through DHHS to perform their job roles but will need training regarding working in a prison and with offenders. For this program they will be assigned to a prison and will meet with offenders who have opioid or amphetamine use disorder and mental health concerns. They will assist in setting up treatment appointments in the community when the offender releases, supervise telehealth sessions and track work productivity and outcome measures. They assist offenders in becoming more informed and skilled so they can be more successful when they are on parole.

Tasks Include the following:

- Educate offenders about substance use and/ or mental health disorders.
- Meet with offenders to engage them in services.
- Meet with individuals to assist them in scheduling treatment.
- Provide support as the offender experience challenges, they do not have the skills and/or support to solve.
- Educate about pathways to recovery.
- Review the parole plan with the offender and discuss resources and supports available to them to assist them in being successful.
- Develop a plan to assist offenders if they feel overwhelmed and worry that they may abscond or violate parole.
- Communicate with agents about the offender's treatment upon release and needs/ concerns that the offender may have.
- Complete GPRA Assessment.
- Supervise telehealth visits.
- Contact offenders via phone upon release to assess whether they need additional supports and link them to those supports.

### **35. Dietician**

Plans, directs, and implements a variety of assignments to provide and direct the diet and care of prisoners. Provides guidance to food service civilian staff and prisoner food service workers. Works within general methods and procedures and exercises independent judgment to adapt and apply national guidelines to specific situations. The work requires knowledge of policies, procedures, and regulations of dietetic and nutritional food service programs. Performs professional dietitian assignments at the experienced level. Organizes and conducts quality performance improvement audits. Travel is required.

- Conducts nutrition/screening assessment for most appropriate nutrition therapy and documents in electronic medical record.
- Plans, directs, and implements medical nutrition therapy as needed to meet the nutritional needs of the prisoner.
- Is the recognized nutrition resource person on the health care treatment team to provide accurate and pertinent information.
- Instructs prisoners in individualized diet therapy, general nutrition principles, and food selection to encourage self-responsibility.
- Develops, reviews, and adapts therapeutic and modified diets to meet the needs of individual prisoners.
- Adjusts menu cycles for nutritional adequacy, balance and variety, food availability, and budgetary control.
- Reviews medical record and documents assessment of compliance and/or appropriateness of diet.
- Evaluates diet line attendance records to document prisoner compliance.
- Evaluates store orders for appropriateness to determine relevance of continuing diet or if further prisoner education is needed.
- Implements renewal/cancellation of diet based on above to ensure appropriateness of all therapeutic diets at all times.
- Counsel's prisoners if indicated to ensure better understanding and encourage responsibility for compliance.
- Assists Medical Practitioners with MDOC diet manual criteria compliance.
- Consults with Food Service Department concerning the preparation of therapeutic diet menus, implementation of details, and modification for holiday menus and other related nutritional issues.
- Conducts educational classes for prisoners and in-service training for Food Service and Health Care personnel.



# STATE OF MICHIGAN 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 2  
 to  
 Contract Number 20000002242

<b>CONTRACTOR</b>	B2B Staffing Services, inc.
	4501 Cerritos, Ste 201
	Cypress, CA 90630
	Brian DeMeo
	949-207-3126
	brian.demeo@b2bstaffingservices.com
	VS0141397

<b>STATE</b>	Program Manager	Various	MULTI
	Contract Administrator	Sarah Walter 517-256-4237 Walters6@michigan.gov	DTMB

CONTRACT SUMMARY				
STATEWIDE - TEMPORARY MEDICAL STAFFING SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 20, 2020	September 30, 2023	3 – 1 year	September 30, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
0.5NET30		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (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	September 30, 2023
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$10,000,000.00		\$0.00	\$10,000,000.00	
Effective January 27, 2021 please note the following:				
<b>1. Schedule A, Section 2.4 Key Personnel is here by updated</b> , please refer to the attached updated Key Personnel table.				
All other terms, conditions, specifications, and pricing remain the same, per Contractor and Agency agreement and DTMB Central Procurement Services approval.				

**Schedule A, Section 2.4 Key Personnel – Update**

<b>Key Personnel Table</b>			
<b>Position</b>	<b>Name (First and Last)</b>	<b>Physical Location of Employment</b>	<b>Contact Information (Email &amp; Phone)</b>
1. Contractor Representative	Brian DeMeo	Lake Forest, CA	<a href="mailto:Brian.demeo@b2bstaffingservices.com">Brian.demeo@b2bstaffingservices.com</a> 949-207-3126
1.a Alternate Contractor Representative	Brian Wigdor	Lake Forest, CA	<a href="mailto:Brian@b2bstaffingservices.com">Brian@b2bstaffingservices.com</a> 714-462-9915
2. Account Representative/Manager – MDHHS	Monica Del Rio	Lake Forest, CA	<a href="mailto:monica@b2bstaffingservices.com">monica@b2bstaffingservices.com</a> 949-860-7505
2.a Alternate – MDHHS	Kim Du-Orpilla	Lake Forest, CA	<a href="mailto:kim@b2bstaffingservices.com">kim@b2bstaffingservices.com</a> 949-207-6733
3. Account Representative/Manager – MDOC	Kim Du-Orpilla	Lake Forest, CA	<a href="mailto:kim@b2bstaffingservices.com">kim@b2bstaffingservices.com</a> 949-207-6733
3.a Alternate - MDOCC	Monica Del Rio	Lake Forest, CA	<a href="mailto:monica@b2bstaffingservices.com">monica@b2bstaffingservices.com</a> 949-860-7505
Current State of Michigan Staff, including temporary healthcare employees, and new candidates can contract B2B using the following address: <a href="mailto:Michiganstaffing@b2bstaffingservices.com">Michiganstaffing@b2bstaffingservices.com</a>			



**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 **1**  
 to  
 Contract Number **200000002242**

<b>CONTRACTO</b>	B2B Staffing Services, inc.	<b>STATE</b>	Program Manager	VARIOUS	DTMB
	4501 Cerritos, Ste 201		Contract Administrator	Sarah Walter	DTMB
	Cypress, CA 90630			(517) 256-4237	
	Brian DeMeo			walters6@michigan.gov	
	949-207-3126				
	brian.demeo@b2bstaffingservices.com				
VS0141397					

**CONTRACT SUMMARY**

**STATEWIDE - TEMPORARY MEDICAL STAFFING SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 20, 2020	September 30, 2023	3 - 1 Year	September 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
.5NET30		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	September 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$10,000,000.00	\$0.00	\$10,000,000.00		

**DESCRIPTION**

Effective October 30, 2020 please note the following:

- Schedule B - is hereby deleted and replaced with the Attached Schedule B pricing.
- Section 4. Program Manager, of the Standard Contract Terms, is hereby updated to include:  
 Orlando D. Bruni  
 Michigan Department of Corrections (MDOC)  
 Chippewa Correctional Facility-West -- Health Services Administration Kinross Office  
 4269 West M-80 Kincheloe, MI 49784  
 Email: brunio@michigan.gov; Phone: 906-495-2275 Ext. 1112172416
- Schedule C - Section 20. Resident Care Aid - second sub-bullet, is hereby deleted and replaced with the following: Using behavior modification techniques.

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

# STATE OF MICHIGAN

Contract No. 20000002242  
Temporary Medical Staffing Services - Statewide

## SCHEDULE B PRICING

1. Price proposals 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. All staffing sourced under this Contract will be on a "no work, no pay basis" meaning staff will only be compensated for actual service hours completed.
3. Temporary Staffing placed with the Michigan Department of Corrections (MDOC) will be reimbursed for training and orientation hours completed at the standard hourly billing rate noted on Schedule B.
4. Temporary Staffing placed with the Michigan Department of Health and Human Services (MDHHS) will be reimbursed for training and orientation hours completed at the standard hourly rate determined between the State and the Contractor.
5. Quick Payment Terms: 0.5% discount off invoices paid within 30 days after receipt of invoice.
6. The Pricing Table presented in Schedule B – indicate the following:
  - a. **Hourly Rate** – defined as the amount of pay that an employee placed in each position will receive.
  - b. **Billable Rate** – defined as the amount the Contractor will charge for placing an employee with the State.
  - c. **Mark-up%** – the mark-up must be the same percentage for all positions offered by the Contractor. And, must be great enough to cover all expenses associated with the placement of employees with the State.











**STATE OF MICHIGAN PROCUREMENT**  
 Department of Technology Management and Budget  
 525 W Allegan Street, Lansing, MI 48913  
 P.O. BOX 30026 Lansing, MI 48909

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **200000002242**  
 between  
 THE STATE OF MICHIGAN  
 and

<b>CONTRACTOR</b>	B2B Staffing Services, Inc.
	4501 Cerritos, Ste 201
	Cypress, CA 90630
	Brian DeMeo
	949-207-3126
	Brian.demeo@b2bstaffingservices.com
	VS0141397

<b>STATE</b>	Program Manager	Various	SW
	Contract Administrator	Sarah Walter	DTMB
		517-256-4237	
		WalterS6@michigan.gov	

<b>CONTRACT SUMMARY</b>			
<b>DESCRIPTION: Statewide – Temporary Medical Staffing Services</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 20, 2020	September 30, 2023	3, 1-year	N/A
PAYMENT TERMS		DELIVERY TIMEFRAME	
0.5% NET30; Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <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. This Contract Agreement is awarded on the basis of our inquiring RFP NO. 200000000647. Orders for delivery will be issued directly by Departments through the issuances of a Delivery Order Form.</b>			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$10,000,000.00</b>

**FOR THE CONTRACTOR:**

**B2B Staffing Services, Inc.**

\_\_\_\_\_  
**Company Name**

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

**Brian Wigdor**

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

\_\_\_\_\_  
**Date**

**FOR THE STATE:**

\_\_\_\_\_  
**Signature**

**Chelsea Lugibihl, Services Category Manager**  
Name & Title

**DTMB**  
\_\_\_\_\_

\_\_\_\_\_  
**Date**

# STATE OF MICHIGAN

Contract No. 200000002242

Statewide – Temporary Medical Staffing Services

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# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and B2B Staffing Services, Inc. (“**Contractor**”), a California corporation. This Contract is effective on October 13, 2020 (“**Effective Date**”), and unless terminated, expires on September 30, 2023.

This Contract may be renewed for up to three, one-year option(s). Renewal is at the sole discretion of the State and will automatically extend the Terms of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

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:
Sarah Walter 525 W. Allegan Street Lansing, MI 48913 WalterS6@michiagn.gov 517-256-4237	Brian DeMeo 1 Orchard Rd. Ste 145 Lake Forest, CA 92630 Brian.demeo@b2bstaffingservices.com 949-207-3126

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:
Sarah Walter 525 W. Allegan Street Lansing, MI 48913 WalterS6@michigan.gov 517-256-4237	Brian Wigdor 1 Orchard Rd., Ste 145 Lake Forest, CA 92630 brian@b2bstaffingservices.com 714-462-9915

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:
<p><b>Various:</b></p> <p><b>Michigan Department of Corrections (MDOC)</b> Taylor Finley Michigan Department of Corrections Jackson Health Care Office 3857 Cooper St. Jackson, MI 49201 (517) 780-5761 FinleyT@michigan.gov</p> <p><b>Michigan Department of Health and Human Services (MDHHS)</b> Gordon Norris MDHHS – Kalamazoo Psychiatric Hospital 1312 Oakland Dr. Kalamazoo, MI 49008 269-337-3048 NorrisG1@michigan.gov</p> <p>Dr. Anne Pond MDHHS – Hawthorn Center 18471 Haggerty Rd. Northville, MI 48168 248-349-3000 PondA1@michigan.gov</p> <p>Brandi Bryant MDHHS – Walter P. Reuther Psychiatric Hospital 30901 Palmer Rd. Westland, MI 48186 734-678-8404 BryantB1@michigan.gov</p> <p>Rose Laskowski MDHHS – Caro Center 2000 Chambers Rd. Caro, MI 48723 989-672-9261 LaskowskiR@michign.gov</p> <p>Chantelle Woolard MDHHS – Center for Forensic Psychiatry 8303 Platt Rd. Saline, MI 48176 734-295-4653 WoolardC@michigan.gov</p>	<p>Brian DeMeo 1 Orchard Rd. Ste 145 Lake Forest, CA 92630 Brian.demeo@b2bstaffingservices.com 949-207-3126</p>

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>	
<p><b>Minimum Limits:</b>            \$1,000,000 Each Occurrence Limit            \$1,000,000 Personal &amp; Advertising Injury Limit            \$2,000,000 General Aggregate Limit            \$2,000,000 Products/Completed Operations</p> <p><b>Deductible Maximum:</b>            \$50,000 Each Occurrence</p>	<p>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 04.</p> <p>Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.</p>
<b>Automobile Liability Insurance</b>	
<p><b>Minimum Limits:</b>            \$1,000,000 Per Accident</p>	<p>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.</p>
<b>Workers' Compensation Insurance</b>	
<p><b>Minimum Limits:</b>            Coverage according to applicable laws governing work activities.</p>	<p>Waiver of subrogation, except where waiver is prohibited by law.</p>
<b>Employers Liability Insurance</b>	
<p><b>Minimum Limits:</b>            \$500,000 Each Accident            \$500,000 Each Employee by Disease            \$500,000 Aggregate Disease.</p>	
<b>Crime (Fidelity) Insurance</b>	
<p><b>Minimum Limits:</b>            \$1,000,000 Employee Theft Per Loss</p>	<p>Contractor must have their policy: (1) cover forgery and alteration, theft of money and securities, robbery and safe burglary, computer fraud, funds transfer fraud, money order and counterfeit currency, and (2) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as Loss Payees.</p>
<b>Medical Malpractice Insurance</b>	
<p><b>Minimum Limits:</b>            \$600,000 or \$3,000,000 Annual Aggregate</p> <p><b>Deductible Maximum:</b>            \$5,000 Each Occurrence</p>	

<b>Professional Liability (Errors and Omissions) Insurance</b>	
<p><b><u>Minimum Limits:</u></b>            \$3,000,000 Each Occurrence            \$3,000,000 Annual Aggregate</p> <p><b><u>Deductible Maximum:</u></b>            \$50,000 Per Loss</p>	

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 cancelled 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 (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery 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 5 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 to 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. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), 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 [MiDeal@michigan.gov](mailto:MiDeal@michigan.gov).

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.** This contract is extended to MiDEAL members. 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).

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

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

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.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. 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 within 30 days of any public announcement or otherwise once legally permitted to do so, 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. All prices are exclusive 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/SIGMAVSS> 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 delivery 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.

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 90 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 and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** 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. The parties agree that any damages relating to a breach of this **Section 31** are to be considered direct damages and not consequential damages. This section survives termination or expiration of this Contract.

- f. State's Governance, Risk and Compliance (GRC) platform. Contractor is required to assist the State with its security accreditation process through the development, completion and ongoing updating of a system security plan using the State's automated GRC platform and implement any required safeguards or remediate any security vulnerabilities as identified by the results of the security accreditation process.

**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, though, 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; (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; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. 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. Prevailing Wage.** Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract.
- 41. Reserved.**
- 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.
- 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. **Reserved.**
51. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, 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.
52. **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.
53. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
54. **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.
55. **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.

## Federal Provisions Addendum

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

### 1. Equal Employment Opportunity

If this Contract is a "**federally assisted construction contract**" as defined in 41 CFR Part 60-1.3, and except as otherwise may be provided under 41 CFR Part 60, then during performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or

vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **2. Davis-Bacon Act (Prevailing Wage)**

If this Contract is a **prime construction contracts** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

## **3. Copeland "Anti-Kickback" Act**

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- (1) Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include

these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

#### **4. Contract Work Hours and Safety Standards Act**

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable, and during performance of this Contract the Contractor agrees as follows:

- (1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **5. Rights to Inventions Made Under a Contract or Agreement**

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **6. Clean Air Act and the Federal Water Pollution Control Act**

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), and during performance of this Contract the Contractor agrees as follows:

##### **Clean Air Act**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §

- 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
  3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

**Federal Water Pollution Control Act**

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

**7. Debarment and Suspension**

A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (51 FR 6370; February 21, 1986) and 12689 (54 FR 34131; August 18, 1989), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**8. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**9. Procurement of Recovered Materials**

Under 2 CFR 200.322, Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - a. **Competitively within a timeframe providing for compliance with the contract performance schedule;**
  - b. **Meeting contract performance requirements; or**
  - c. **At a reasonable price.**
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**10. Additional FEMA Contract Provisions.**

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- (1) **Access to Records.** The following access to records requirements apply to this contract:
  - a. **The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.**
  - b. **The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.**
  - c. **The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.**
  - d. **In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.**
- (2) **Changes.**

See the provisions regarding modifications or change notice in the Contract Terms.
- (3) **DHS Seal, Logo, And Flags**

**The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.**
- (4) **Compliance with Federal Law, Regulations, and Executive Orders**

**This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.**
- (5) **No Obligation by Federal Government**

**The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”**
- (6) **Program Fraud and False or Fraudulent Statements or Related Acts**

**The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.**

**Exhibit 1 - Byrd Anti-Lobbying Certification**

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

**The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.**

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

# STATE OF MICHIGAN

Contractor No. 200000002242  
Temporary Medical Staffing Services – Statewide

## **SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES**

### **BACKGROUND**

This is a Contract issued by the Michigan Department of Technology, Management, and Budget (DTMB) for statewide temporary medical staffing employment services, for the following Agencies:

- **MDHHS** – Michigan Department of Health and Human Services
- **MDOC** – Michigan Department of Corrections

### **Please Note the Following:**

- The State reserves the right to:
  - Add additional State Agencies, via Contract Change Notice
  - Add additional positions under the “Miscellaneous” position
  - The State is under no obligation to utilize all positions listed
- The maximum number of hours temporary staff may accrue in one-year for any given position must not exceed 832-hours, unless exception for hours is provided by the requesting Agency and the proper CS-138 approval is obtained.
- Exception notice will be given/communicated to the Contactor at the time of request. The duration of each assignment will depend upon the type of program, as well as, the vacancy of position within the Agency.
- This Contract will also be available to other State Departments, MiDEAL members (authorized local units of government) and Extended Purchasing Program.

### **MDHHS Facilities:**

Please refer to Schedule D – MDHHS Facilities Summary, for further facility information.

### **State Inpatient Psychiatric Hospitals:**

1. Inpatient Adult Psychiatric Hospital: Provides both diagnostic and treatment services for adults with serious mental illness.
  - Caro Center
  - Kalamazoo Psychiatric Hospital (KPH)
  - Walter P. Reuther Psychiatric Hospital (WRPH)
2. Inpatient Children and Adolescent Psychiatric Hospital: Provides diagnostic and treatment services to youth with serious emotional disturbances.
  - Hawthorn Center
3. Inpatient Forensic Psychiatric Facility: Provides both diagnostic services to the criminal justice system and psychiatric treatment for criminal defendants adjudicated incompetent to stand trial and/or acquitted by reason of insanity
  - Center for Forensic Psychiatry (CFP)

**MDOC Facilities:**

Please refer to attachment Schedule E – MDOC Facilities Map for region location. Schedule E is a living document and subject to change. The list below contains the facility name from Schedule E.

- |  |   |
|--|---|
| 1. Baraga Correctional Facility                  | 11. St. Louis Correctional Facility             |
| 2. Marquette Branch Prison*                      | 12. Saginaw Correctional Facility               |
| 3. Alger Correctional facility                   | 13. Carson City Correctional Facility           |
| 4. Newberry Correctional Facility                | 14. Richard A. Handlon Correctional Facility    |
| 5. Chippewa Correctional Facility                | 15. Ionia Correctional Facility                 |
| 6. Kinross Correctional Facility                 | 16. Michigan Reformatory                        |
| 7. Oaks Correctional Facility                    | 17. Bellamy Creek Correctional Facility         |
| 8. Earnest C. Brooks Correctional Facility       | 18. Thumb Correctional Facility                 |
| 9. Muskegon Correctional Facility                | 19. Macomb Correctional Facility                |
| 10. Central Michigan Correctional Facility       | 20. Woodland Center Correctional Facility       |
| 21. G. Robert Cotton Correctional Facility       | 26. Women’s Huron Valley Correctional Facility* |
| 22. Charles E. Egeler Reception Guidance Center* | 27. Lakeland Correctional Facility              |
| 23. Parnall Correctional Facility                | 28. Gus Harrison Correctional Facility          |
| 24. Cooper Street Correctional Facility          | 29. Detroit Detention Center                    |
| 25. Special Alternative Incarceration Facility   | 30. Detroit Reentry Center                      |

\*Includes Reception Centers

**Please Note:** This is not an all-inclusive list of MDOC locations. MDOC may require temporary staffing be placed at other facilities not listed in this Contract. The Contractor must work with the State (MDOC) to place staff as required.

**SCOPE**

Temporary Medical Staffing Services, must include, but are not limited to the following:

- |                                    |   |
|------------------------------------|---|
| 1. Audiologist                     | 19. Podiatrist                                      |
| 2. Dentist                         | 20. Psychiatrist                                    |
| 3. Dental Hygienist                | 21. Psychologist – Ph.D.                            |
| 4. Dermatologist                   | 22. Psychologist – Master                           |
| 5. Licensed Practical Nurse        | 23. Psychologist – Bachelor                         |
| 6. Licensed Professional Counselor | 24. Recreational Therapist                          |
| 7. Medical Assistant               | a. Activities Therapist                             |
| 8. Medical Records Clerk           | b. Music Therapist                                  |
| 9. Nurse Practitioner              | 25. Registered Nurse                                |
| 10. Occupational Therapist         | 26. Resident Care Aid                               |
| 11. Optometrist                    | 27. Respiratory Therapist                           |
| 12. Paramedic                      | 28. Social Services Manager                         |
| 13. Pharmacist                     | 29. Social Worker – Bachelor                        |
| 14. Pharmacy Assistant             | 30. Social Worker – Licensed Clinical Social Worker |
| 15. Phlebotomist                   | 31. Social Worker – Licensed Master Social Worker   |
| 16. Physical Therapist             | 32. Speech Therapist                                |
| 17. Physician – MD and DO          | 33. Miscellaneous                                   |
| 18. Physician Assistant            |   |

## **REQUIREMENTS**

### **1. General Requirements**

The Contractor must provide staffing services/temporary staff, on an as needed basis. Need will be determined by the requesting State Agency and will be communicated to the Contractor.

- Staffing Services must cover a broad range of healthcare skill sets and experience levels.
  - 32-positions have been defined to accommodate State Agency needs. For a detailed description of duties and responsibilities required for these positions please refer to [Schedule C](#).
- A.** The Contractor must be able to provide staffing for all State Agencies listed in this Contract, including but not limited to: MDHHS and MDOC.
- The Contractor must ensure that all staffing positions listed in this Contract will be filled upon State request.
- B.** The Contractor must inform all temporary staff placed at the State of the following:
- Advise that the State is not their employer, however, are subject to the rules, regulations and policies of the State, and State Agency of temporary employment.
  - The State Agency's Program Manager is responsible for communicating overtime approval processes to the Contractor – No overtime will occur without prior authorization from the State's applicable Program Manager. Please Refer to [Schedule F – Holiday and Overtime pay Guidelines](#) for further information.
  - The Contractor must advise that work hours will vary and can include nights, weekends and potential official State Holidays, in addition to dayshift hours.
  - The State reserves the right to remove temporary staff at any time for any reason.
- C.** The State reserves the right to hire temporary staff as a State of Michigan employee without penalty to the State or the temporary employee at any time during the term of the contract and after.

#### **1.1 Procedure**

When requesting temporary employment services, the State will contact the Contractor to initiate a request, the Contractor must respond to the State within 2-business days after the receipt of request.

**Please Note:** The Contractor may not contact the State directly to solicit/inquire about future needs/services. If the Contractor would like to inform the State of new services offered, this information can be communicated in the quarterly report as identified in [Section 3.3C Reporting](#).

- A.** When requesting temporary employment services, the State may provide following information:
1. Job Classification Title
  2. Responsibilities and Duties
  3. Worksite Location & Agency
  4. Work hours
  5. Estimated length of assignment, and any other information pertaining to the selection of staff i.e. specialized skill sets specific to assignment, software knowledge requirements, etc.

**Please Note:** When temporary staff are assigned to the State, the State will be responsible for providing all the necessary supplies and equipment necessary for the staffs' service to the State. Parking may not be available for free at all State locations. If travel is required for the position, temporary staff will be reimbursed at the current State rate and will be accounted for as defined in [Section 6.1 \(k\) Invoice Requirements](#).

- B.** After a request is received from the State, the Contractor must work with the State to:
- Review proposed temporary staff
  - Schedule interviews between the State and proposed staff
  - Perform reference checks

**Please Note:** The State reserves the right to interview all potential candidates, prior to selection and placement.

- C.** Once a temporary staff employee is placed with the State, the Contractor must place an "arrival phone call" to the Agency Supervisor on the 1<sup>st</sup>-day for the temporary employee's placement with the State.

The Contractor must also place follow-up calls to the State Agency Supervisor, on a mutually agreed upon frequency, to monitor employee performance.

- D. If deemed necessary by the State, the Contractor must work with the State to replace all staff whose performance is deemed unsatisfactory within 2-business days after notice.

**Please Note:** All State Agencies require removal of staff within 12-hours of notice, unless otherwise mutually agreed upon.

- A record must be kept for each temporary staff who is relieved from service due to unsatisfactory performance.
- The Contractor must not place temporary staff with the State who have had two valid unsatisfactory performance complaints filed against them.
  - Record(s) for unsatisfactory service must be provided to the State, if applicable, upon request and, and as define in [Section 3.3.A Unsatisfactory Performance Report](#).

## 1.2. Training

### MDOC Specific Requirements

- A. The Contractor must inform all temporary staff who will be placed within an MDOC Facility, of the following training and orientation requirements prior to working in a correctional facility:
1. The Contractor’s temporary staff will be required to complete MDOC training and orientation prior to working in a correctional facility. The Contractor will be reimbursed for these required training hours at the standard billing rate noted on [Schedule B, Pricing](#).
  2. The Contractor must ensure that staff maintain necessary curriculum and program protocol training per calendar year. Training must be completed prior to the staff being allowed to perform their duties within prison, according to the MDOC Annual Training Plan. The Contractor will be advised of the training requirements by MDOC. Additional training will be required for those staff working at WHV with female offenders.
  3. The MDOC will provide training to Contractual staff on utilizing the MDOC prisoner health record (PHR) system.
  4. The Contractor’s staff may be required to complete additional MDOC training, including facility training, throughout the term of the contract.

**Please Note:** Continuing education requirements for licensure are the responsibility of the Contractor, or the Contractor’s staff. Continuing education will not be provided at the MDOC’s expense or obtained during “on duty hours” unless mutually agreed upon in writing by the Contractor and the MDOC Program Manager or designee.

### B. MDHHS Specific Training Requirements.

- a. **Psychiatric Hospitals.** The Contractor’s staff must participate in all on-site in-service trainings and orientations as requested by the hospital prior to service delivery. As appropriate and relevant to the provision of services, the Contractor staff must abide by all hospital regulatory standards, policies, and procedures. Any work that requires licensure or certification must only be performed by qualified individuals and proof must be provided at the time of the interview.

Continuing education requirements for licensure are the responsibility of the Contractor or the Contractor’s staff and will not be provided at the State’s expense or obtained during “on duty hours” unless mutually agreed upon in writing by the Contractor and the State

## 2. Staffing

### 2.1. Contractor Representative

The Contractor must appoint at least one Contractor Representative and alternate designee Representative who will be specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the “Contractor Representative”).

<p><b><u>Primary Contractor Representative:</u></b>  <b>Brian DeMeo</b>          Director of Medical Staffing          Phone: 949-207-3126          Email: brian.demeo@b2bstaffingservices.com</p>	<p><b><u>Alternate Contract Representative:</u></b>  <b>Brian Wigdor</b>          President          Phone: 714-462-9915          Email: brian@b2bstaffingservices.com</p>
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The Contractor must notify the Contract Administrator at least 10-calendar days before assigning a new Contractor Representative.

## 2.2. Customer Service Toll-Free Number

- A. The Contractor Representative will be available to the State for calls during the hours of 7:00 a.m. to 6:00 p.m. EST. Using the contract information identified above in Section 2.1.
- B. The Contractor Representative(s) are available for afterhours services for the MDOC to contact in case of an emergency. The Contractor must respond to the MDOC within one-hour of phone call receipt. Please use contact information identified above in Section 2.1.

## 2.3. Work Hours

The Contractor must provide Contract Activities (temporary staff) during the State's normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. EST, nights and weekend hours will also be required, depending on the requirements of the assignment.

### MDOC Facilities:

Will require that temporary staff are made available to the State on a 24-hour availability basis. Other State agencies reserve the right to request 24-hour availability when deemed necessary by the work assignment.

### MDHHS Psychiatric Hospitals:

Contractor must provide psychiatrist services sufficient to provide contracted service at least 40 hours per week. The working hours of the in-house psychiatrist must be 8:00 am to 4:30 pm, Monday through Friday. Contractor must provide psychiatric services sufficient to provide contracted service on-call/call-back\* Monday through Friday, 4:30 p.m. to 8:00 a.m. the following day. Weekend on-call/call-back hours are Saturday 8:00 a.m. to Sunday 8:00 a.m., and Sunday 8:00 am to Monday 8:00 am. Similar to weekend on-call/call-back hours, State of Michigan holiday on-call/call-back hours are 8:00 am to 8:00 am the following day.

- \*On-call means provider of psychiatric service is available to provide assigned duties though not necessarily in-house.
- \*On-duty means provider of psychiatric service is in house, providing assigned duties.

On-call/call-back compensation will be paid only for time accrued outside of the regular work schedule. On-call/call-back compensation must be paid separately. The Contractor will not receive both rates at the same time.

Call-Back time is compensated at the Contractor's established rate and occurs when a Contracted Employee is contacted at a time other than the regular work schedule and is asked to report back for work ready to perform assigned duties. Contracted Employees who are called back and whose Call-Back time is contiguous to their regular working hours will be paid only for those hours worked. Contracted Employees who are On-Call will be paid for one hour of time for each five hours on-call. Contracted Employees who are called back and whose Call Back hours are not contiguous with the regular work schedule are guaranteed a minimum of three (3) hours compensation.

\*\*A psychiatrist who stays on grounds at Caro Center, Hawthorn Center, Kalamazoo Psychiatric Hospital, the Center for Forensic Psychiatry, or Walter P. Reuther Psychiatric Hospital when on-call shall be paid at their regular hourly rate.

## 2.4. Key Personnel

The Contractor must appoint at least 6 individuals 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 inquires within 48-hours.

### Key Personnel Roles include:

#### MDHHS Key Personnel:

- A. Account Representative/Account Manager & Alternate Representative

#### MDOC Key Personnel:

- B. Account Representative/Account Manager & Alternate Representative

**Please Note:** The State requires the Contractor to assign an Account Representative/Account Manager and Alternate who will be specifically assigned to each State Agency listed above. Alternates assigned for the roles above by the Contractor are responsible for services under this Contract when the primary contact is unavailable.

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.

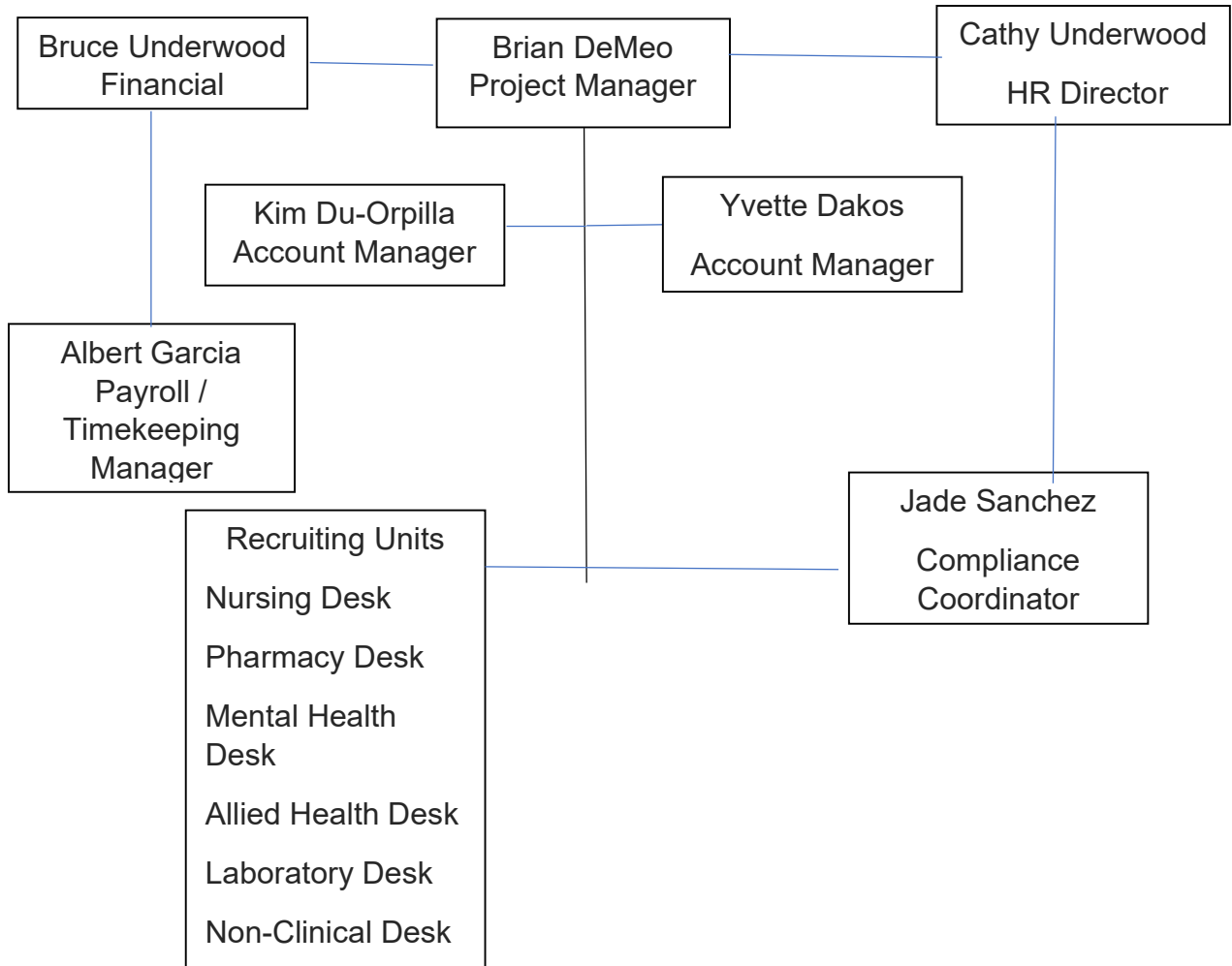
Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms. It is further acknowledged that an Unauthorized Removal will interfere with 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"):

Please Refer to Service Level Agreement (SLA) Section 8.1F for Unauthorized Removal Credit information.

<b>Key Personnel Table</b>			
<b>Position</b>	<b>Name (First and Last)</b>	<b>Physical Location of Employment</b>	<b>Contact information Email &amp; phone</b>
1. Contractor Representative	<b>Brian DeMeo</b>	<b>Lake Forest, CA</b>	Brian.demeo@b2bstaffingservices.com 949-207-3126
1a. Alternate Contractor Rep.	<b>Brian Wigdor</b>	<b>Lake Forest, CA</b>	brian@b2bstaffingservices.com 714-462-9915
2. Account Representative/Account Manager - MDHHS	<b>Yvette Dakos</b>	<b>Lake Forest, CA</b>	yvette@b2bstaffingservices.com 562-879-4328
2a. Alternate – MDHHS	<b>Kim Du-Orpilla</b>	<b>Lake Forest, CA</b>	kim@b2bstaffingservices.com 949-207-6733
3. Account Representative/Account Manager – MDOC	<b>Kim Du-Orpilla</b>	<b>Lake Forest, CA</b>	kim@b2bstaffingservices.com 949-207-6733
3a. Alternate – MDOC	<b>Yvette Dakos</b>	<b>Lake Forest, CA</b>	yvette@b2bstaffingservices.com 562-879-4328

## 2.5. Organizational Chart

The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors.



## 2.6. Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors in the future, the Contractor must disclose the following:

- 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
  - A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- 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 the previous relationship.

### Please Note:

- The State reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors or subcontractor personnel found to be unacceptable.
- The Contractor is totally responsible for adherence by any and all subcontractors to the provisions of the contract.
- If your organization is not currently utilizing subcontracted services, but may in the future, the above information must then be provided.

### **3. Project Management**

#### **3.1. Project Plan**

The Contractor will carry out this project under the direction and control of the State Program Managers. Within 30 calendar days of the Effective Date, the Contractor must submit a project plan to the Program Managers for final approval.

#### **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.
- (c) a description of how the proposed project plan will be implemented, and resources that would be required for the implementation of service to the State.

**Please Note:** The State reserves the right to request Project Plan's be specialized for each Agency – if deemed necessary. The Contractor must work with the State to implement the approved Project Plan, after Contract Award.

#### **3.2. Meetings**

The Contractor must attend the following meetings:

- Kick-off meeting within 30-calendar days of the Contract Award Date or Contract Effective Date depending on Agency request
  - Meetings will be scheduled by Agency (MDHHS and MDOC) at mutually agreed upon date and time
- Weekly/Bi-weekly implementation meetings – if applicable
- Weekly review/status meeting as requested by the agency
  - This meeting will be held between the Contractor's Program Manager and the applicable State Agency Program Manager to review process and performance of Contract activities, or Contract transition/implementation.
  - Quarterly Review Meetings
  - Any other meetings as deemed appropriate

**Please Note:** The State reserves the right to request additional meetings as deemed necessary.

#### **3.3. Reporting**

The Contractor must maintain and submit, to the Program Manager and applicable designees, reports outlined in this Section 3.3 Reporting, which meet the following specifications:

- All reports must be submitted in one of the following formats, unless otherwise specified and approved by the State.
  - Word, Excel or PDF
- The State reserves the right to request additional Reports and Content, and/or, Change Reports and Report Content.
  - The Contractor may be required to submit additional Reports – additional Reports will be submitted at a mutually agreed upon date between the State and the Contractor.
- When deemed necessary, the Contractor must work with the State to develop Reporting templates. All templates must first be approved by the State's applicable Program Manager prior to implementation and use.

#### **A. Unsatisfactory Performance Report**

The Contractor must maintain a record of all Unsatisfactory Performance complaints received, including any investigations filed against a temporary staff by the State.

Reports must include, but not limited to, the following information:

- Temporary Staff Name
- Work Location and Agency
- Job Classification and Summary of Duties
- Duration of employment
  - Start Date
  - Initial End Date
  - Date of Termination
- Summary of Unsatisfactory Performance
  - Sighting specific instances i.e. violation of protocol, procedures, rules/regulations etc.
- Summary of Corrective Action taken by the Agency Supervisor

Report information will be provided to the Contractor by the State's applicable Program Manager(s), and Site Supervisor(s). The Contractor must provide a standardized template to the State to document unsatisfactory performance upon request.

**Please Note:** The Contractor may not place a temporary staff with the State who has had 2 valid unsatisfactory performance complaints filed against them by the State.

A final report must be provided to the State no later than 15-calendar days after the closure of an incident, closure is considered when a resolution to complaint has been determined. Additionally, completed report copies must be provided to the State upon request, and be provided to the State within 5-business days after receipt of request.

#### **B. Monthly Reporting**

**Due:** 15<sup>th</sup> day of the following month of service

**Content:** Reports must include, but not limited to:

- Number and type of temporary staffing placed at each facility – broken down by requesting Agency, including:
  - Temporary Staff Start date and projected end date
  - Supervisor/Program Manger name
- Number of hours worked to date by each temporary staffing employee – hours must be broken down by pay period and totaled for the month. Also indicating how many available hours each temporary staffing employee has left for their assignment with the State.

**Please Note:** The Contractor must inform the applicable State Program Manager of temporary staff who's reaching the end of their specified approved hours 40-hours prior to the conclusion of their work assignment. Notice must be given prior to the Monthly Reporting Due date when applicable.

#### **C. Quarterly Usage Report**

**Due:** 15<sup>th</sup> day of the following quarter

**Content:** Reports must indicate, but not limited to:

- Compiled data from the quarter's usage months, as specified in [Section 3.3.B](#) above.
- Revenue received from the State, broken down by Agency

**Please Note:** As defined in Section 6.2 – Quarterly Unpaid Invoice Report, the following documentation should be submitted for all outstanding invoice amounts due to the Contractor by the 15<sup>th</sup> day of the next quarter. The Contractor must not submit unpaid invoice information on Standard Monthly Invoices defined in Section 6.1 – Monthly Invoice Requirements.

#### **D. Yearly Closeout Report**

**Due:** 15<sup>th</sup> day of the following year

**Content:** Reports must indicate, but not limited to:

- Summary of Quarterly Usage Reports
- Summary of Unsatisfactory Performance Records
- Outstanding invoice summary – summary should be presented in the same manner as indicated in [Section 3.3.C Quarterly Usage Report](#)

### **4. Pricing**

#### **4.1. Price Term**

Pricing is firm for the entire length of the Contract. Please refer to Schedule B Pricing for further information.

#### **4.2. Price Changes**

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

#### 4.3 Additional Pricing Notes

The Contractor must not charge their employees who are placed at the State a fee for employment placement; and advise all employees placed with the State that their assignment of employment is on a "No Work, No Pay" basis.

##### A. Temporary Employment Price Breakdown

The Contractor must identify what factors are included in the "mark-up" that equates to the billable rate that will be charged to the State.

- Please specify what type of employee benefits are provided (i.e. Health insurance, paid holidays, sick leave, vacation time, 401(k) etc.)
- The Mark-up must cover, but not limited to the following expenses:
  - Employees benefits
  - Unemployment insurance
  - Liability insurance

##### B. Overtime

Some extenuating circumstances may require contracted staff to work overtime. In such an event, the Contractor will receive a written notice\* of approval from the Agency's Program Manager or designee.

When overtime is approved, the Contractor must compensate the temporary staff employee at a rate of 1½ times the Contracted rate, when the temporary staff employee completes more than 40-hours in one-week.

**Please Note:** The State will not pay overtime that has not been previously approved/Authorized by the requesting Areas Program Manager. It is the responsibility of the Site Manager who will be approving the temporary staff employee timesheets to communicate overtime need requests, and approvals to the Program Manager who will communicate a written notice\* to the Contractor.

\*Written notice – will be presented to the Contractor via email, detailing the temporary staffing employee(s) who are permitted to work beyond the 40-hours per a given week. This communication will also specify the number of hours beyond the 40-hours that will be completed by the temporary staff employee; along with the approving Program and Site Manager(s) name(s).

For a full description of holiday pay guidelines please refer to Schedule F – Holiday and Overtime Pay Guidelines.

##### C. Holiday Pay

The Contractor must provide temporary employment services (employees) on an as-needed-basis. This need may include weekends, second or third shift and/or official State Holidays. Holiday pay will be paid at the same rate (1½ times) the Contracted rate.

All Holiday pay, and work schedules must be pre-approved by the Program Area.

**Please Note:** For a full description of holiday pay guidelines please refer to Schedule F – Holiday and Overtime Pay Guidelines.

## 5. Ordering

### 5.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Delivery Order (DO).

## 6. Invoice and Payment

### 6.1. Monthly Invoice Requirements

- Invoices will be paid in accordance with Section 20, of the Standard Contract Terms.
- All invoices should be submitted on a monthly basis for work performed during the current billing period and cannot contain previous unpaid invoice information.
- The Contractor must submit a separate Quarterly Unpaid Invoice Summary as defined in Section 6.2 below, for all previously unpaid invoices, with accompanying supporting documentation.
- When requested by the Agency, invoices should be generated per temporary staff employee.
- MDOC Only – Invoices may be submitted electronically to MDOCAP@michigan.gov.
- MDHHS ONLY – Invoices must be submitted electronically to MDHHS-CPC@michigan.gov.

**All invoices submitted to the State must include:**

- (a) Contract Number
- (b) Delivery Order #
- (c) Date

- (d) Project Reference information:
  - Temporary Employee Name,
  - Position,
  - Work Location & address
  - Service dates/Days scheduled to work
  - Scheduled Shift Hours
- (e) Unit Price per Temporary Employee
  - Hourly Rate of Pay
  - Billable Rate of Pay
  - Holiday Pay if applicable
- (f) Description of the Contract Activities (services and/or product provided)
- (g) Service Level Credits, if applicable
- (h) Total Price

The State may require alterations to invoice detail at any point throughout the term of the Contract. If applicable, overtime, holiday pay, and travel miles must be included on invoices as separate lines for each:

- (i) Overtime hours (including rate of pay and billable rate, hours worked, date and time)
- (j) Holiday hours (including rate of pay and billable rate, hours worked, date and time)
- (k) Travel mileage (include the number of miles traveled daily, with corresponding total for the pay period) travel will be paid for at the State's current rate. Any travel must be pre-approved by the MDOC Program Manager or designee.
- (l) Training Reimbursement hours (including rate of pay identified by the applicable agency, hours worked, date(s) and time(s)).

**Please Note:**

- Overtime and holiday pay will not be paid unless pre-approved by the applicable Program Manager. Unauthorized overtime and holiday hours will be paid at the Contracted list price by the State. Travel expenses (mileage) will not be paid for by the State unless required by the State for position fulfillment.

**6.2. Quarterly Unpaid Invoice Report – titled Outstanding Invoice Summary**

At the end of each quarter the Contractor should submit an Outstanding Invoice Summary to the Agency Program Manager – The summary Invoice should include:

- Outstanding Delivery Order DO #'s
- Temporary Staff – Employee Name
- Agency/Department & Work Location
- Employee Status – Current or Previous
  - Employee Start Date and End Date
- Supervisor/Program Manager Name
- Total Outstanding Invoice Amount(s)
  - Including Supporting Documentation i.e. Unpaid Invoices
- As indicated in 1.1 Procedure the Contract may choose to provide, as separately labeled document, information regarding New Services offered by your organization.

**6.3. Payment Methods**

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

**7. Security**

- A.** The Contractor's staff will be required to enter State facilities. The Contractor will be subject the following security procedures.

The Bidder must:

- (a) explain how it intends to ensure the security of State facilities,
- (b) whether it uses uniforms and ID badges, etc.,
- (c) identify the company that will perform background checks, and
- (d) the scope of the background checks.

**Please Note:**

- The State will require the Contractor's personnel to wear State issued identification badges and comply with facility specific dress code requirements. The Contractor must also advise Contracted staff they will be subject to additional facility specific security measures.
- **For MDOC:** The Contractor must ensure the Contractor's personnel return the State of Michigan badge to the MDOC Program Manager or designee within seven calendar days.

**B. Specific Security Procedures – MDHHS:**

The State reserves the right to deny access to any facility to anyone who fails to comply with any applicable State, Federal or Local law, ordinance or regulation or whose presence may compromise the security of the facility, its patients or staff.

**Pre-employment Drug Testing** – The Contractor must require that all applicants and current employees who will be assigned to work at a MDHHS facility prior to employment/assignment.

Drug Tests must include the following:

- Controlled substances
- Controlled substance analogue listed in Section 1 or 2 of part 72 of the Michigan Public Health Code, Act No. 368 of Public Acts of 1978, as amended, beginning sections 333.72001 et. seg. of the Michigan Compiled Laws.
- The Contractor must submit proof that each employee has passed a drug test.

**C. Pre-Employment Background Checks – MDHHS**

The Contractor must require that all applicants and employees who will be assigned to work at a MDHHS facility, undergo Federal Bureau of Investigation and State of Michigan Criminal Records background checks prior to employment/assignment.

- Criminal Sexual Conduct – in any degree, assault with intent to commit criminal sexual conduct, or an attempt to commit criminal sexual conduct in any degree
- Felonious assault on a child, child abuse in any degree, or an attempt to commit child abuse in any degree
- Cruelty, torture or indecent exposure involving a child
- A violation of Section 7401(2)(a)(i), 7410 or 7416 of Health Code No. 368 of Public Acts of 1978, as amended beginning Sections 333.7401, 333.7403, 333.7410 and 333.7416 of the Michigan Compiled Laws.
- A violation of sections 83, 89, 91, 145a, 145c, 316, 317 or 529 of Michigan Penal Code Act No. 368 or 1931 as amended beginning sections 750.83, 750.89, 750.91, 750.145a, 750.145c, 750.316, 750.317 and 750.329 of Michigan Compiled Laws.
- A violation of Section 33 of the Michigan Liquor Control, Act No 8 of the Public Acts of 1933, as amended beginning Section 436.33 of Michigan Compiled Laws.

**D. Identification Badges – MDHHS**

The Contractor's staff will be required to wear state issued badges and will receive badges and keys as applicable by the respective hospital. The Contractor must ensure the collection of all identification badges and keys from terminated employees. If keys are not returned the Contractor will be charged the current facility rate for lost keys.

**Please Note:** in addition to the lost key fee, the Contractor will also be responsible for all costs and fees associated with the replacement of lock cores at applicable facilities.

**E. Behavior of Personnel – MDHHS**

MDHHS has a strict zero-tolerance for violent behavior. Anyone engaging in threatening or abusive conduct (either implied or actual) is subject to removal from the building pending appropriate corrective action. All contracted employees are required to comply with instructions pertaining to conduct and building regulations that are in effect for the control of persons in the building or that may be issued for that purpose by facility representatives.

**F. Personal Safety – MDHHS**

The Contractor must inform all temporary staffing, of the following:

- Placement may be within a mental health facility, and employees will have direct contact with patients and should be aware of potential personal risk.
- Inform all employees assigned they are subject to and must comply with all DHHS rules, regulations and polices
- While working at each hospital, the Contractor staff must always ensure the following:
  - Unattended vehicles are locked.
  - All equipment is accounted for.
  - Personal protection equipment is used when appropriate.
  - Confidentiality of patients is maintained at all times, under the Health Insurance Portability and Accountability Act (HIPAA) requirements.
  - Any product used within the hospitals must be free of carcinogens, such as asbestos.

- It is the Contractor's responsibility to identify, and if necessary, remove any of their environmentally hazardous materials from each hospital.
- The use of tobacco products is prohibited in and on the grounds of the hospitals

**G. Specific Security Procedures – MDOC:**

The Contractor/subcontractor and any staff assigned to this contract will be subject to the following security procedures:

1. No active warrants or pending charges on any staff assigned to this contract.
2. May not be under Federal, State or local jurisdiction as an offender currently. MDOC, though the Deputy Director of the Correctional Facilities Administration (CFA) reserves the right to approve or decline applicants who have been involved in the criminal justice system depending on the circumstances.
3. Not under investigation or under disciplinary action of the Michigan Department of Licensing and Regulatory Affairs.
4. Has not 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.
5. Has not 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.
6. Has not been civilly or administratively adjudicated to have engaged in the activity described in Number E. above.
7. The MDOC may investigate the Contractor/subcontractor's personnel before they may have access to MDOC facilities and systems. The scope of the background check is at the discretion of the MDOC and the results will be used to determine Contractor/Subcontractor's personnel eligibility for working within MDOC facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and the Law Enforcement Information Network (LEIN) and may include the National Crime Information Center (NCIC). Proposed Contractor/subcontractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Fingerprint Check. Any request for background checks will be initiated by the MDOC and will be reasonably related to the type of work requested.
8. The Contractor/subcontractor's personnel must be LEIN cleared and received written approval from the MDOC's Program Manager and Contract Manager initially and annually by MDOC prior to any work with MDOC offenders.
9. A completed LEIN Information Form for each staff assigned to the contract must be sent to the appropriate MDOC hiring manager or designee and approved by MDOC prior to Contractor/subcontractor's personnel working with MDOC offenders and annually following approval. There is no cost associated with the LEIN. The LEIN form will be provided to the Contract awardee(s).
10. The Contractor/subcontractor must document if a Contractor/subcontractor's personnel assigned to the Contract is related to or acquainted with an offender incarcerated and under the jurisdiction of the MDOC. For Contractor/subcontractor's personnel who are related to or acquainted with an offender, the Contractor/subcontractor's staff member must complete the Offender Contact Exception Request (CAJ-202) and submit it to the MDOC hiring manager or designee. The Contractor must ensure its personnel and subcontractor's personnel complete the form and notify the MDOC hiring manager of any changes throughout the contract term.
11. The Contractor/subcontractor's personnel will be required to enter State facilities. The State may require the Contractor/subcontractor's personnel to wear State-issued identification badges.
12. The Contractor/subcontractor's personnel must anticipate delays when visiting any correctional facility due to issues within the facility.
13. The Contractor/subcontractor's personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. See [http://www.michigan.gov/dtmb/0,4568,7-150-56355\\_56579\\_56755---,00.html](http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html). Contractor/subcontractor personnel must also agree to the State's security and acceptable use policies before the Contractor/subcontractor personnel will be accepted as a resource to

perform work for the State. The Contractor must present these documents to prospective Contractor/subcontractor personnel before the Contractor/subcontractor presents the individual to the State as a proposed resource. Contractor/subcontractor personnel must comply with all physical security procedures in place within the facilities where they are working.

14. The MDOC reserves the right to deny access to any correctional facility to anyone who fails to comply with any applicable State, Federal, or local law, ordinance or regulation or whose presence may compromise the security of the facility, its offenders, or staff. Weapons, alcoholic beverages, poison, and prescription drugs and controlled substances without written certification of needs from a licensed physician (does not include medical supplies for the facility), cellular devices, cameras, and audio or visual recording devices are prohibited from being brought into all MDOC correctional facilities. Tobacco products and smoking also are prohibited both inside a correctional facility and on facility grounds except as specifically authorized by MDOC policy. Wardens may prohibit other items from being brought into their respective correctional facilities.
  15. Security is the facility's first priority and the Contractor/subcontractor, and its personnel must be responsive and respectful of these needs.
  16. The Contractor/subcontractor and its personnel must comply with and cooperate with all correctional facility rules, procedures and processes as well as State and federal laws. Contractor/subcontractor personnel must ensure that they are complying with all facility rules and regulations including, but not limited to, dress code and items allowed to be possessed.
  17. The Contractor/subcontractor personnel must follow the facility entry, exit, manifest process, including the following:
    - a. The Contractor/subcontractor personnel will receive an orientation and training by the MDOC on security, procedures, etc., inside the correctional facility. The Contractor must maintain a copy of the Contractor/subcontractor personnel's training certificates in the appropriate file for auditing purposes.
    - b. The Contractor/subcontractor personnel must follow all MDOC rules, procedures and security processes at all times.
    - c. The Contractor must ensure that all Contractor/subcontractor personnel working in a correctional facility are familiar and in compliance with the necessary routines and increased awareness of working inside a facility. Working inside the facility requires that the Contractor/subcontractor personnel develop positive and cooperative relationships with MDOC facility staff.
    - d. The Contractor/subcontractor personnel must report any concerns, issues, or rule violations to the MDOC facility staff immediately.
    - e. The Contractor/subcontractor personnel must use the MDOC facility staff as a resource for questions and guidance working with prisoners and inside a correctional facility.
    - f. The Contractor/subcontractor personnel must defer to MDOC correctional facility staff for directions. The Contractor/subcontractor personnel must remember they are a guest in the facility and that security is the first priority of the facility.
- H.** The Contractor must inform all temporary staff who will be placed within an MDOC Facility, of the following prior to placement:
- All Tobacco products are strictly prohibited at all Michigan Department of Corrections Facilities. All tobacco products must be secured in the temporary staff's vehicle prior to facility entrance.
    - If the temporary staff employee arrives with such products, the temporary staff employee will be required to surrender the products for disposal prior to entrance, or
    - Return the tobacco products to their vehicle prior to entrance.
  - Advise all temporary staff they will have direct contact with prisoners/patients, and, should be aware of potential personal risk.
  - All temporary staff assigned must complete the following:
    - A pre-employment physical – The physical must consist of, can the new temporary staff employee handle the physical demands of the work, including performing CPR; lifting at least 30 pounds; walking up and down the stairs;

- positioning patients; walking long distances; standing for prolonged periods, and using restraints and aggressive behavior management practices.
- Drug screening – The drug screening must be a 5-panel drug screen test that tests for: Amphetamines, Cocaine, Opiates, Marijuana, and PCP.
- Receive a Hepatitis B Vaccination – The MDOC will accept a declination from the temporary health care staff. Signed declinations are the responsibility of the Contractor to obtain and maintain for records and auditing purposes.
- Two-step TB test – The Contractor must ensure that each temporary staff completes a two-step TB test prior to entering the correctional facility. This test consists of two-step testing with one week between tests, unless the applicant supplies documentation of a negative TB skin test result within the preceding 12 months. A temporary staff employee may not commence employment until the second TB test results are confirmed negative. A temporary staff employee with a previous positive TB test result must provide current documentation of a negative chest x-ray performed in the last 30 days. (The Quantiferon Gold test may be used in lieu of the two-step TB test.)
- Background check(s) as defined in [Section 7. Security](#)
- Required MDOC documentation – The Contractor must ensure the temporary staff employee completes the required MDOC documentation prior to working in the MDOC correctional facility. The required documentation will be provided to the Contractor upon award of the contract and throughout the contract term if the documentation is revised.
- Receive all MDOC specific training, as defined in Section 1.2 Training.
- The Contractor is responsible for all associated costs of this requirement, excluding training. The Contractor will be reimbursed for the training defined in Section 1.2 Training.

- Inform all temporary staff assigned they are subject to and must comply with all MDOC rules, regulations and polices.
- The Contractor must provide contract services to transgender and non-gender conforming offenders.

- **Overfamiliarity/Unauthorized Contact**

- Overfamiliarity is strictly prohibited. Overfamiliarity is defined as, establishing a friendship, mutual attraction or intimate relationship with an offender.

Examples of overfamiliarity may include, but are not limited to:

- 1) Conduct which has resulted in or is likely to result in intimacy; a close personal or non-work-related association,
- 2) Being at the residence of an offender,
- 3) Being at the residence of an offender's family,
- 4) 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,
- 5) Exchanging hugs with an offender,
- 6) Dating or having sexual relations with an offender, etc.

Contact with offenders beyond program requirements, accepting items, offers of assistance or services are prohibited. Contract staff and volunteers must have no physical contact or close proximity beyond socially acceptable personal space unless same sex residential security staff is conducting pat downs. Any exceptions must have prior written approval of the MDOC Program Manager and the MDOC Contract Manager.

MDOC has the authority to remove Contract staff who are overfamiliar with MDOC offenders, parolees and probationers from providing services under the Contract.

- **Prison Rape Elimination Act of 2003, 42 U.S.C. § 15601**

- The Contractor and the Contractor Personnel shall comply with the Final Rule implementing Prison Rape Elimination Act of 2003 (PREA), (42 U.S.C. § 15601), all applicable PREA standards ([Schedule A-13](#)) 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 polices of the MDOC will be considered a breach of contract and may result in termination of the contract.

- Contract Personnel who may have contact with prisoners must complete PREA training Program A - Correctional Facilities Administration (CFA) Security Regulations ([Schedule A-14](#)) prior to entrance in any MDOC Facility. Upon completion, Contractor Personnel shall submit a signed memorandum to the MDOC Program Manager documenting completion of the training and date of completion.
- As is deemed necessary, the MDOC Contract Monitor or 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.
- **Vendor Handbook**
  - The Contractor will require all its employees working inside an MDOC correctional facility to read and sign the MDOC Vendor Handbook prior to starting at the facility ([see Schedule G](#)). The purpose of the MDOC Vendor Handbook is to provide the Contractor with general information regarding basic requirements of working within the MDOC, provide notice of work rules, and consequences of rule violations. The Contractor(s) must provide copies of each signed Employee Acknowledgement to the MDOC Program Manager at the completion of the employee's orientation.
- **American Disabilities Act**

Offenders with disabilities must not, on the basis of that disability, be subject to illegal discrimination and must be provided reasonable accommodations under Title II of the Americans with Disabilities Act (ADA).

  - The Contractor must ensure that offenders with disabilities are not discriminated against, excluded from participation and services, or denied services, based on the offender's disability.

## 8. Services Levels

### 8.1. Time Frames

All Contract Activities must be delivered within the time frames specified below. The report of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

**Please Note:** Service Level Agreements and Liquidated Damages may not be applicable in all instances; therefore, Service Level Agreements and Liquidated Damages will be applied at the discretion of the State.

- A.** The Contractor must respond to State inquires for service(s) within 2-business days of the State's request. If response for inquires is not received within 2-business days, the State reserves the right to request services from an alternate source.

A \$500.00 credit will be applied per occurrence, that the Contractor fails to respond within 48-hours – credits will be applied to the requesting State Agencies next invoice balance.

- B.** Unsatisfactory Performance Removal and Replacement – The Contactor must work with the State to replace all employees whose performance is deemed unsatisfactory within 2-business days after notice is given by the State to the Contractor.

The State requires that staff/employee identified as being unsatisfactory be removed from their assignment within 12-hours of notice, unless otherwise specified, from their service with the State.

A \$500.00 credit will be applied per occurrence, that the Contractor fails to remove employee(s) within 12-hours of performance removal notice. A \$500.00 will be applied for each 12-hour window thereafter.

- C.** The Contractor must monitor hours worked by each temporary employee and inform the State's applicable Program Manager of all employees who's reaching the end of their specified approved hours, 40-hours prior to the conclusion of their work assignment.

If necessary, notice must be given prior to the Monthly Report due date if/when applicable.

A \$500.00 credit will be applied per occurrence, that the vendor fails to provide notice to the State 40-hours prior to the conclusion of a temporary employees' service – credits will be applied to the State's next invoice balance.

- D.** All temporary employees must be licensed and have all applicable certifications and credentials per Michigan state law prior to being interviewed by the State. A \$500.00 credit will be applied per

occurrence when a potential candidate is provided for interview by the Contractor, who does not possess all the correct licenses and other specified certifications. Credits will be applied to the State's next invoice balance.

- E.** The Contractor must implement and maintain a continuous quality improvement program that incorporates clinical and non-clinical staff are properly licensed, will document issues/complaints filed against an individual.
- Documentation should include frequency of occurrence
  - Severity of impact

**F. Key Personnel Removal Credits**

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.

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 \$166.66 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 \$5,000.00 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 \$10,000.00 per individual.

Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above:

- Is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and,
- May, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.

**G. Customer Service Availability and Turnaround Timeframes**

- The Contractor Representative must be available for calls during the hours of 7:00a.m. to 6:00p.m. EST. As noted in section 2.3 – Work Hours.
- MDOC Afterhours Services: The Contractor must respond to Afterhours calls, within one-hour of receipt.

A \$500.00 credit will be applied per occurrence the Contractor fails to respond within service hours.

**H. Reports**

- Unsatisfactory Report – Final report must be provided to the State no later than the 15-calendar days after the closure of an incident.
  - Copies of completed reports must be provided to the State within 5-business days after the request.
- Monthly Report – due the 15<sup>th</sup> day of the following service month and must include all employees service hours remaining. Specifically indicating those who are nearing the remaining 40-hours of service.
- Quarterly Report – Due the 15<sup>th</sup> day of the following quarter.
  - Should include compiled data from monthly reporting
  - Revenue earned broken down by Agency
  - Unpaid invoices with totals and supporting documentation
- Yearly Closeout Report – Due the 15<sup>th</sup> day of the following year

A \$500 will be applied per occurrence the Contractor fails to provide reports within the specified timeframes. A credit(s) can be avoided by giving prior notice to the State for any anticipated "late" report submissions.

**9. 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 \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

# STATE OF MICHIGAN

Contract No. 20000002242  
Temporary Medical Staffing Services - Statewide

## SCHEDULE B PRICING

1. Price proposals 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. All staffing sourced under this Contract will be on a “no work, no pay basis” meaning staff will only be compensated for actual service hours completed.
3. Temporary Staffing placed with the Michigan Department of Corrections (MDOC) will be reimbursed for training and orientation hours completed at the standard hourly billing rate noted on Schedule B.
4. Temporary Staffing placed with the Michigan Department of Health and Human Services (MDHHS) will be reimbursed for training and orientation hours completed at the standard hourly rate determined between the State and the Contractor.
5. Quick Payment Terms: 0.5% discount off invoices paid within 30 days after receipt of invoice.
6. The Pricing Table presented in Schedule B – indicate the following:
  - a. **Hourly Rate** – defined as the amount of pay that an employee placed in each position will receive.
  - b. **Billable Rate** – defined as the amount the Contractor will charge for placing an employee with the State.
  - c. **Mark-up%** – the mark-up must be the same percentage for all positions offered by the Contractor. And, must be great enough to cover all expenses associated with the placement of employees with the State.

**B2B Staffing Services, Inc. – Pricing for: MDHHS – Contract Base Year Pricing**

Role/Position	Hourly Rate of Pay (Range)	Billable Rate (Range)	Mark-up%	Hourly Rate of Pay (Range)	Billable Rate (Range)	Mark-up%	Hourly Rate of Pay (Range)	Billable Rate (Range)	Mark-up%
	Fiscal Year 1	Fiscal Year 1		Fiscal Year 2	Fiscal Year 2		Fiscal Year 3	Fiscal Year 3	
	(4/7/20 – 9/30/20)	(4/7/20 – 9/30/20)		(10/1/20 – 9/30/21)	(10/1/20 – 9/30/21)		(10/1/21 – 9/30/22)	(10/1/21 – 9/30/22)	
1. Audiologist	\$40.00	\$55.48	38.69	\$40.40	\$56.03	38.69	\$40.80	\$56.59	38.69
2. Dentist	\$100.00	\$138.69	38.69	\$101.00	\$140.08	38.69	\$102.01	\$141.48	38.69
3. Dental Hygienist	\$37.00	\$51.32	38.69	\$37.37	\$51.83	38.69	\$37.74	\$52.35	38.69
4. Dermatologist	\$160.00	\$221.90	38.69	\$161.60	\$224.12	38.69	\$163.22	\$226.36	38.69
5. Licensed Practical Nurse	\$24.00	\$33.29	38.69	\$24.24	\$33.62	38.69	\$24.48	\$33.95	38.69
6. Registered Nurse (RN)	\$37.00	\$51.32	38.69	\$37.37	\$51.83	38.69	\$37.74	\$52.35	38.69
7. Resident Care Aid (RCA)	\$18.00	\$24.96	38.69	\$18.18	\$25.21	38.69	\$18.36	\$25.47	38.69
8. Licensed Professional Counselor	\$20.00	\$27.74	38.69	\$20.20	\$28.02	38.69	\$20.40	\$28.30	38.69
9. Medical Assistant	\$16.00	\$22.19	38.69	\$16.16	\$22.41	38.69	\$16.32	\$22.64	38.69
10. Medical Records Clerk	\$14.00	\$19.42	38.69	\$14.14	\$19.61	38.69	\$14.28	\$19.81	38.69
11. Nurse Practitioner	\$55.00	\$76.28	38.69	\$55.55	\$77.04	38.69	\$56.11	\$77.81	38.69
12. Occupational Therapist	\$42.00	\$58.25	38.69	\$42.42	\$58.83	38.69	\$42.84	\$59.42	38.69
13. Optometrist	\$60.00	\$83.21	38.69	\$60.60	\$84.05	38.69	\$61.21	\$84.89	38.69
14. Paramedic	\$22.00	\$30.51	38.69	\$22.22	\$30.82	38.69	\$22.44	\$31.13	38.69
15. Pharmacist	\$55.00	\$76.28	38.69	\$55.55	\$77.04	38.69	\$56.11	\$77.81	38.69
16. Pharmacy Assistant	\$17.00	\$23.58	38.69	\$17.17	\$23.81	38.69	\$17.34	\$24.05	38.69
17. Phlebotomist	\$18.00	\$24.96	38.69	\$18.18	\$25.21	38.69	\$18.36	\$25.47	38.69
18. Physical Therapist	\$45.00	\$62.41	38.69	\$45.45	\$63.03	38.69	\$45.90	\$63.66	38.69
19. Physician – MD and DO	\$100.00	\$138.69	38.69	\$101.00	\$140.08	38.69	\$102.01	\$141.48	38.69
20. Physician Assistant	\$49.00	\$67.96	38.69	\$49.49	\$68.64	38.69	\$49.98	\$69.32	38.69
21. Podiatrist	\$100.00	\$138.69	38.69	\$101.00	\$140.08	38.69	\$102.01	\$141.48	38.69
22. Psychiatrist	\$125.00	\$173.36	38.69	\$126.25	\$175.10	38.69	\$127.51	\$176.85	38.69
23. Psychologist – Ph.D	\$45.00	\$62.41	38.69	\$45.45	\$63.03	38.69	\$45.90	\$63.66	38.69
24. Psychologist – Master	\$40.00	\$55.48	38.69	\$40.40	\$56.03	38.69	\$40.80	\$56.59	38.69
25. Psychologist – Bachelor	\$35.00	\$48.54	38.69	\$35.35	\$49.03	38.69	\$35.70	\$49.52	38.69
26. Recreational Therapist	\$24.00	\$33.29	38.69	\$24.24	\$33.62	38.69	\$24.48	\$33.95	38.69
27. Activities Therapist	\$24.00	\$33.29	38.69	\$24.24	\$33.62	38.69	\$24.48	\$33.95	38.69
28. Music Therapist	\$24.00	\$33.29	38.69	\$24.24	\$33.62	38.69	\$24.48	\$33.95	38.69
29. Respiratory Therapist	\$30.00	\$41.61	38.69	\$30.30	\$42.02	38.69	\$30.60	\$42.44	38.69
30. Social Services Manager	\$20.00	\$27.74	38.69	\$20.20	\$28.02	38.69	\$20.40	\$28.30	38.69
31. Social Worker – Bachelor	\$20.00	\$27.74	38.69	\$20.20	\$28.02	38.69	\$20.40	\$28.30	38.69
32. Social Worker – Licensed Clinical Social Worker	\$35.00	\$48.54	38.69	\$35.35	\$49.03	38.69	\$35.70	\$49.52	38.69
33. Social Worker – Licensed Master Social Worker	\$27.00	\$37.45	38.69	\$27.27	\$37.82	38.69	\$27.54	\$38.20	38.69
34. Speech Therapist	\$35.00	\$48.54	38.69	\$35.35	\$49.03	38.69	\$35.70	\$49.52	38.69
35. Miscellaneous	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

**B2B Staffing Services, Inc. – Pricing for: MDHHS – Contract Option Year Pricing**

Role/Position	Hourly Rate of Pay (Range)	Billable Rate (Range)	Mark-up%	Hourly Rate of Pay (Range)	Billable Rate (Range)	Mark-up%	Hourly Rate of Pay (Range)	Billable Rate (Range)	Mark-up%
	Fiscal Year 4 (10/1/23 – 9/30/24)	Fiscal Year 4 (10/1/23 – 9/30/24)		Fiscal Year 5 (10/1/24 – 9/30/25)	Fiscal Year 5 (10/1/24 – 9/30/25)		Fiscal Year 6 (10/1/25 – 9/30/26)	Fiscal Year 6 (10/1/25 – 9/30/26)	
1. Audiologist	\$41.21	\$57.16	38.69	41.62	\$57.73	38.69	42.04	\$58.31	38.69
2. Dentist	\$103.03	\$142.89	38.69	104.06	\$144.32	38.69	105.10	\$145.76	38.69
3. Dental Hygienist	\$38.12	\$52.87	38.69	38.50	\$53.40	38.69	38.89	\$53.93	38.69
4. Dermatologist	\$164.85	\$228.63	38.69	166.50	\$230.91	38.69	168.16	\$233.22	38.69
5. Licensed Practical Nurse	\$24.73	\$34.29	38.69	24.97	\$34.64	38.69	25.22	\$34.98	38.69
6. Registered Nurse (RN)	\$38.12	\$52.87	38.69	38.50	\$53.40	38.69	38.89	\$53.93	38.69
7. Resident Care Aid (RCA)	\$18.55	\$25.72	38.69	18.73	\$25.98	38.69	18.92	\$26.24	38.69
8. Licensed Professional Counselor	\$20.61	\$28.58	38.69	20.81	\$28.86	38.69	21.02	\$29.15	38.69
9. Medical Assistant	\$16.48	\$22.86	38.69	16.65	\$23.09	38.69	16.82	\$23.32	38.69
10. Medical Records Clerk	\$14.42	\$20.00	38.69	14.57	\$20.20	38.69	14.71	\$20.41	38.69
11. Nurse Practitioner	\$56.67	\$78.59	38.69	57.23	\$79.38	38.69	57.81	\$80.17	38.69
12. Occupational Therapist	\$43.27	\$60.01	38.69	43.71	\$60.61	38.69	44.14	\$61.22	38.69
13. Optometrist	\$61.82	\$85.74	38.69	62.44	\$86.59	38.69	63.06	\$87.46	38.69
14. Paramedic	\$22.67	\$31.44	38.69	22.89	\$31.75	38.69	23.12	\$32.07	38.69
15. Pharmacist	\$56.67	\$78.59	38.69	57.23	\$79.38	38.69	57.81	\$80.17	38.69
16. Pharmacy Assistant	\$17.52	\$24.29	38.69	17.69	\$24.53	38.69	17.87	\$24.78	38.69
17. Phlebotomist	\$18.55	\$25.72	38.69	18.73	\$25.98	38.69	18.92	\$26.24	38.69
18. Physical Therapist	\$46.36	\$64.30	38.69	46.83	\$64.94	38.69	47.30	\$65.59	38.69
19. Physician – MD and DO	\$103.03	\$142.89	38.69	104.06	\$144.32	38.69	105.10	\$145.76	38.69
20. Physician Assistant	\$50.48	\$70.02	38.69	50.99	\$70.72	38.69	51.50	\$71.42	38.69
21. Podiatrist	\$103.03	\$142.89	38.69	104.06	\$144.32	38.69	105.10	\$145.76	38.69
22. Psychiatrist	\$128.79	\$178.62	38.69	130.08	\$180.40	38.69	131.38	\$182.21	38.69
23. Psychologist – Ph.D	\$46.36	\$64.30	38.69	46.83	\$64.94	38.69	47.30	\$65.59	38.69
24. Psychologist – Master	\$41.21	\$57.16	38.69	41.62	\$57.73	38.69	42.04	\$58.31	38.69
25. Psychologist – Bachelor	\$36.06	\$50.01	38.69	36.42	\$50.51	38.69	36.79	\$51.02	38.69
26. Recreational Therapist	\$24.73	\$34.29	38.69	24.97	\$34.64	38.69	25.22	\$34.98	38.69
27. Activities Therapist	\$24.73	\$34.29	38.69	24.97	\$34.64	38.69	25.22	\$34.98	38.69
28. Music Therapist	\$24.73	\$34.29	38.69	24.97	\$34.64	38.69	25.22	\$34.98	38.69
29. Respiratory Therapist	\$30.91	\$42.87	38.69	31.22	\$43.30	38.69	31.53	\$43.73	38.69
30. Social Services Manager	\$20.61	\$28.58	38.69	20.81	\$28.86	38.69	21.02	\$29.15	38.69
31. Social Worker – Bachelor	\$20.61	\$28.58	38.69	20.81	\$28.86	38.69	21.02	\$29.15	38.69
32. Social Worker – Licensed Clinical Social Worker	\$36.06	\$50.01	38.69	36.42	\$50.51	38.69	36.79	\$51.02	38.69
33. Social Worker – Licensed Master Social Worker	\$27.82	\$38.58	38.69	28.10	\$38.97	38.69	28.38	\$39.36	38.69
34. Speech Therapist	\$36.06	\$50.01	38.69	36.42	\$50.51	38.69	36.79	\$51.02	38.69
35. Miscellaneous	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

**B2B Staffing Services, Inc. – Pricing for: MDOC – Contract Base Year Pricing**

Role/Position	Hourly Rate of Pay (Range)	Billable Rate	Mark-up%	Hourly Rate of Pay (Range)	Billable Rate	Mark-up%	Hourly Rate of Pay (Range)	Billable Rate	Mark-up%
	Fiscal Year 1 (4/7/20 – 9/30/20)	Fiscal Year 1 (4/7/20 – 9/30/20)		Fiscal Year 2 (10/1/20 – 9/30/21)	Fiscal Year 2 (10/1/20 – 9/30/21)		Fiscal Year 3 (10/1/21 – 9/30/22)	Fiscal Year 3 (10/1/21 – 9/30/22)	
1. Audiologist	\$40.00	\$55.48	38.69	\$40.40	\$56.03	38.69	\$40.80	\$56.59	38.69
2. Dentist	\$100.00	\$138.69	38.69	\$101.00	\$140.08	38.69	\$102.01	\$141.48	38.69
3. Dental Hygienist	\$37.00	\$51.32	38.69	\$37.37	\$51.83	38.69	\$37.74	\$52.35	38.69
4. Dermatologist	\$160.00	\$221.90	38.69	\$161.60	\$224.12	38.69	\$163.22	\$226.36	38.69
5. Licensed Practical Nurse	\$24.00	\$33.29	38.69	\$24.24	\$33.62	38.69	\$24.48	\$33.95	38.69
6. Registered Nurse (RN)	\$37.00	\$51.32	38.69	\$37.37	\$51.83	38.69	\$37.74	\$52.35	38.69
7. Resident Care Aid (RCA)	\$18.00	\$24.96	38.69	\$18.18	\$25.21	38.69	\$18.36	\$25.47	38.69
8. Licensed Professional Counselor	\$20.00	\$27.74	38.69	\$20.20	\$28.02	38.69	\$20.40	\$28.30	38.69
9. Medical Assistant	\$16.00	\$22.19	38.69	\$16.16	\$22.41	38.69	\$16.32	\$22.64	38.69
10. Medical Records Clerk	\$14.00	\$19.42	38.69	\$14.14	\$19.61	38.69	\$14.28	\$19.81	38.69
11. Nurse Practitioner	\$55.00	\$76.28	38.69	\$55.55	\$77.04	38.69	\$56.11	\$77.81	38.69
12. Occupational Therapist	\$42.00	\$58.25	38.69	\$42.42	\$58.83	38.69	\$42.84	\$59.42	38.69
13. Optometrist	\$60.00	\$83.21	38.69	\$60.60	\$84.05	38.69	\$61.21	\$84.89	38.69
14. Paramedic	\$22.00	\$30.51	38.69	\$22.22	\$30.82	38.69	\$22.44	\$31.13	38.69
15. Pharmacist	\$55.00	\$76.28	38.69	\$55.55	\$77.04	38.69	\$56.11	\$77.81	38.69
16. Pharmacy Assistant	\$17.00	\$23.58	38.69	\$17.17	\$23.81	38.69	\$17.34	\$24.05	38.69
17. Phlebotomist	\$18.00	\$24.96	38.69	\$18.18	\$25.21	38.69	\$18.36	\$25.47	38.69
18. Physical Therapist	\$45.00	\$62.41	38.69	\$45.45	\$63.03	38.69	\$45.90	\$63.66	38.69
19. Physician – MD and DO	\$100.00	\$138.69	38.69	\$101.00	\$140.08	38.69	\$102.01	\$141.48	38.69
20. Physician Assistant	\$49.00	\$67.96	38.69	\$49.49	\$68.64	38.69	\$49.98	\$69.32	38.69
21. Podiatrist	\$100.00	\$138.69	38.69	\$101.00	\$140.08	38.69	\$102.01	\$141.48	38.69
22. Psychiatrist	\$125.00	\$173.36	38.69	\$126.25	\$175.10	38.69	\$127.51	\$176.85	38.69
23. Psychologist – Ph.D	\$45.00	\$62.41	38.69	\$45.45	\$63.03	38.69	\$45.90	\$63.66	38.69
24. Psychologist – Master	\$40.00	\$55.48	38.69	\$40.40	\$56.03	38.69	\$40.80	\$56.59	38.69
25. Psychologist – Bachelor	\$35.00	\$48.54	38.69	\$35.35	\$49.03	38.69	\$35.70	\$49.52	38.69
26. Recreational Therapist	\$24.00	\$33.29	38.69	\$24.24	\$33.62	38.69	\$24.48	\$33.95	38.69
27. Activities Therapist	\$24.00	\$33.29	38.69	\$24.24	\$33.62	38.69	\$24.48	\$33.95	38.69
28. Music Therapist	\$24.00	\$33.29	38.69	\$24.24	\$33.62	38.69	\$24.48	\$33.95	38.69
29. Respiratory Therapist	\$30.00	\$41.61	38.69	\$30.30	\$42.02	38.69	\$30.60	\$42.44	38.69
30. Social Services Manager	\$20.00	\$27.74	38.69	\$20.20	\$28.02	38.69	\$20.40	\$28.30	38.69
31. Social Worker – Bachelor	\$20.00	\$27.74	38.69	\$20.20	\$28.02	38.69	\$20.40	\$28.30	38.69
32. Social Worker – Licensed Clinical Social Worker	\$35.00	\$48.54	38.69	\$35.35	\$49.03	38.69	\$35.70	\$49.52	38.69
33. Social Worker – Licensed Master Social Worker	\$27.00	\$37.45	38.69	\$27.27	\$37.82	38.69	\$27.54	\$38.20	38.69
34. Speech Therapist	\$35.00	\$48.54	38.69	\$35.35	\$49.03	38.69	\$35.70	\$49.52	38.69
35. Miscellaneous	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

**B2B Staffing Services, Inc. – Pricing for: MDOC – Contract Option Year Pricing**

Role/Position	Hourly Rate of Pay (Range)	Billable Rate	Mark-up%	Hourly Rate of Pay (Range)	Billable Rate	Mark-up%	Hourly Rate of Pay (Range)	Billable Rate	Mark-up%
	Fiscal Year 4 (10/1/23 – 9/30/24)	Fiscal Year 4 (10/1/23 – 9/30/24)		Fiscal Year 5 (10/1/24 – 9/30/25)	Fiscal Year 5 (10/1/24 – 9/30/25)		Fiscal Year 6 (10/1/25 – 9/30/26)	Fiscal Year 6 (10/1/25 – 9/30/26)	
1. Audiologist	\$41.21	\$57.16	38.69	41.62	\$57.73	38.69	42.04	\$58.31	38.69
2. Dentist	\$103.03	\$142.89	38.69	104.06	\$144.32	38.69	105.10	\$145.76	38.69
3. Dental Hygienist	\$38.12	\$52.87	38.69	38.50	\$53.40	38.69	38.89	\$53.93	38.69
4. Dermatologist	\$164.85	\$228.63	38.69	166.50	\$230.91	38.69	168.16	\$233.22	38.69
5. Licensed Practical Nurse	\$24.73	\$34.29	38.69	24.97	\$34.64	38.69	25.22	\$34.98	38.69
6. Registered Nurse (RN)	\$38.12	\$52.87	38.69	38.50	\$53.40	38.69	38.89	\$53.93	38.69
7. Resident Care Aid (RCA)	\$18.55	\$25.72	38.69	18.73	\$25.98	38.69	18.92	\$26.24	38.69
8. Licensed Professional Counselor	\$20.61	\$28.58	38.69	20.81	\$28.86	38.69	21.02	\$29.15	38.69
9. Medical Assistant	\$16.48	\$22.86	38.69	16.65	\$23.09	38.69	16.82	\$23.32	38.69
10. Medical Records Clerk	\$14.42	\$20.00	38.69	14.57	\$20.20	38.69	14.71	\$20.41	38.69
11. Nurse Practitioner	\$56.67	\$78.59	38.69	57.23	\$79.38	38.69	57.81	\$80.17	38.69
12. Occupational Therapist	\$43.27	\$60.01	38.69	43.71	\$60.61	38.69	44.14	\$61.22	38.69
13. Optometrist	\$61.82	\$85.74	38.69	62.44	\$86.59	38.69	63.06	\$87.46	38.69
14. Paramedic	\$22.67	\$31.44	38.69	22.89	\$31.75	38.69	23.12	\$32.07	38.69
15. Pharmacist	\$56.67	\$78.59	38.69	57.23	\$79.38	38.69	57.81	\$80.17	38.69
16. Pharmacy Assistant	\$17.52	\$24.29	38.69	17.69	\$24.53	38.69	17.87	\$24.78	38.69
17. Phlebotomist	\$18.55	\$25.72	38.69	18.73	\$25.98	38.69	18.92	\$26.24	38.69
18. Physical Therapist	\$46.36	\$64.30	38.69	46.83	\$64.94	38.69	47.30	\$65.59	38.69
19. Physician – MD and DO	\$103.03	\$142.89	38.69	104.06	\$144.32	38.69	105.10	\$145.76	38.69
20. Physician Assistant	\$50.48	\$70.02	38.69	50.99	\$70.72	38.69	51.50	\$71.42	38.69
21. Podiatrist	\$103.03	\$142.89	38.69	104.06	\$144.32	38.69	105.10	\$145.76	38.69
22. Psychiatrist	\$128.79	\$178.62	38.69	130.08	\$180.40	38.69	131.38	\$182.21	38.69
23. Psychologist – Ph.D	\$46.36	\$64.30	38.69	46.83	\$64.94	38.69	47.30	\$65.59	38.69
24. Psychologist – Master	\$41.21	\$57.16	38.69	41.62	\$57.73	38.69	42.04	\$58.31	38.69
25. Psychologist – Bachelor	\$36.06	\$50.01	38.69	36.42	\$50.51	38.69	36.79	\$51.02	38.69
26. Recreational Therapist	\$24.73	\$34.29	38.69	24.97	\$34.64	38.69	25.22	\$34.98	38.69
27. Activities Therapist	\$24.73	\$34.29	38.69	24.97	\$34.64	38.69	25.22	\$34.98	38.69
28. Music Therapist	\$24.73	\$34.29	38.69	24.97	\$34.64	38.69	25.22	\$34.98	38.69
29. Respiratory Therapist	\$30.91	\$42.87	38.69	31.22	\$43.30	38.69	31.53	\$43.73	38.69
30. Social Services Manager	\$20.61	\$28.58	38.69	20.81	\$28.86	38.69	21.02	\$29.15	38.69
31. Social Worker – Bachelor	\$20.61	\$28.58	38.69	20.81	\$28.86	38.69	21.02	\$29.15	38.69
32. Social Worker – Licensed Clinical Social Worker	\$36.06	\$50.01	38.69	36.42	\$50.51	38.69	36.79	\$51.02	38.69
33. Social Worker – Licensed Master Social Worker	\$27.82	\$38.58	38.69	28.10	\$38.97	38.69	28.38	\$39.36	38.69
34. Speech Therapist	\$36.06	\$50.01	38.69	36.42	\$50.51	38.69	36.79	\$51.02	38.69
35. Miscellaneous	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

# STATE OF MICHIGAN

Contract No. 20000002242  
Temporary Medical Staffing Services - Statewide

## SCHEDULE C - Extended Position Descriptions

The duties listed of temporary staffing position are typical examples of work performed, not all duties assigned are included, nor is it expected that all positions assigned to every duty listed.

**Please Note:** Years of experience may vary depending on position.

### 1. Audiologist

Treatment therapists performing audiological testing and diagnostic and treatment services.

- Test and diagnoses hearing disorders – recommends treatment methods and devices appropriate to the needs of the resident/client.
- Perform basic audiological test procedures including:
  - Pure tone air and bone conduction testing,
  - Speech and audiometry,
  - Discrimination testing,
  - Behavioral observation testing
  - Play audiometry
  - COR
  - Tangible reinforcement operant conditioning audiometry
  - Site of lesion testing
  - Central nervous system testing
  - Hearing aid evaluation, hearing aid check, fitting and electronic testing of hearing aids
  - Hearing screening
- Provide rehabilitative therapy to resident/clients to improve hearing functions, including auditory training, hearing aid operation, and counseling
- Maintains records and progress notes detailing diagnosis, treatment and effect on residents/clients; prepares corresponding reports
- Recommends referrals to physicians, and other professional services

### 2. Dentist

Complete and oversee a variety of dental care and treatment procedures, in a clinical care setting, to ensure appropriate dental health standards and practices are maintained for dental patients in State facilities.

- Provide comprehensive examinations, of patients to provide
  - Diagnosis and treat diseases, injuries and malformations of teeth
  - Restore teeth, construct dentures and dental appliances
  - Tooth extraction of teeth and roots, implants
  - Suture facial lacerations within and around the oral cavity
  - Provide medications for infection control, pain control, and for the control of viral, bacterial and fungal infections
- Provide instruction on oral hygiene and methods of preventing the spread of oral diseases. Maintain charts and histories of clinical treatments.

### 3. Dental Hygienist

Responsible for conducting oral examinations, performing dental prophylaxis and carrying other duties related to dental health and disease prevention such as:

- Tooth polishing, scaling, root planning, stain, plaque and calculus from tooth surfaces
- Provide general oral health education
  - Brushing, flossing, dental cleaning and oral medication use
- Expose/process dental radiographs
  - Use bite wings, periopical films & related equipment – alert dentist of observed findings
  - Identify potential diseases and tooth decay
- Assist dentist during restorative, surgical and endodontic procedures
- Create & maintain dental treatment charts & records, and appointment scheduling

### 4. Dermatologist

Evaluate skin conditions and perform screening for diseases and assess patient medical history.

- Prescribe medications for the treatment of skin conditions
- Perform non-invasive surgical procedures on skin
- Maintain patient health records and refer patients for advanced treatment

### 5. Licensed Practical Nurse

Provide skilled nursing services to patients in State mental health facilities (psychiatric hospitals or centers for the developmentally disabled), public health facilities (veterans' hospitals), under the direction of a professional

registered nurse or medical doctor and provide a variety of related services to maintain a safe, therapeutic environment.

- In accordance with Section 161 of Michigan Public Health Code, the practical nurse – licensed performs nursing acts, functions or performs tasks under the delegation/supervision of the registered nurse
- Administers nursing procedures to patients in accordance with patients nursing care plans, such as sterile dressing, soaks, compresses, enemas, suppositories, tube feeding, oxygen therapy, range of motion therapy, catheterization, diabetic care, pre and post-operative care etc.
- Set up prescribed medications in accordance with patients' nursing care plans
- Administers medications to patients orally, intra-muscularly or subcutaneously
- Monitors effects of medications, records medications given to patients' reactions
- Assists in rehabilitation programming and activities for residents, such as:
  - License Development of social skills
  - Development of daily living skills
  - Reality orientation
  - Recreational skills, etc.
- Records treatment given to patients – takes/records and monitors patients' health
- Transport/accompany patients to appointments on and off facility grounds.

#### **6. Licensed Professional Counselor**

Complete and oversee a variety of professional services, provide vocational rehabilitation guidance and counseling to people with mental, physical or emotional disabilities.

- Analyze an interoperate patient educational, social, medical, psychological and vocational information relative to the applicants or clients in order to determine level of aspiration, interest, motivation, aptitude and scholastic achievement.
- Develop a diagnostic plan for each client to identify the type and extent of the handicap/disability and to facilitate plans and arrangements for special medical treatments/services.
- Contract prospective employers for participants in job development and placements program
- Maintain and prepare/record reports and correspondences related to work performed.

#### **7. Medical Assistant**

Works with general methods and procedures, exercises considerable independent judgement to select the proper course of action and is required to review the work of subordinate technicians to ensure conformance with established guidelines, methods, procedures, and policies.

- Maintain records, prepare reports and correspondences
- Knowledge of laboratory terminology and equipment as necessary/specified by the working environment.

Methods of analyzing blood, sputum, milk, water, urine, food products, contaminants, soil, industrial and municipal waste.

#### **8. Medical Records Clerk**

Complete and oversee a variety of professional assessments to review, evaluate, authorize and monitor services provided and received under workers' compensation claims. Employees implement and apply medical cost containment procedures and guidelines to provide medical care and practices.

- Review all medical/surgical billings for reasonable and necessary charges. Examine coding of operative reports, procedures, and multiple and complicated surgeries
- Recommend appropriate payments of dispute of billing as necessary
- Provide second review and authorization of questionable payments
- Evaluate claim referred for medical management investigation or documentation as necessary
- Interoperate Workers' Disability Compensation Act to individual claimant and confers with legal staff where appropriate establish agency position
- Respond to questions telephone calls, and letters regarding the company's cost containment program, review
- Assist and advise claims examiners on the monitoring of claimants' medical treatment

**Medical Records Clerk for MDOC:** Responsible for scheduling of off-site appointments for prisoners, completes offsite medical details and coordinates transportation for those appointments. Assists with maintenance of medical records and other clerical duties as assigned by the supervisor. Performing and overseeing a variety of general office support assignments where the processing of documents and recording, retrieving, and distribution of data or information are an essential and/or substantial part of the work. Completed schedules for Optometry and serves as a backup scheduler for nursing and the medical providers.

#### **9. Nurse Practitioner**

Provide care services to patients in State facilities or clients of State health care programs.

- Prescribes medications and treatments as delegated by medical practitioners
- Provide comprehensive primary care consistent with policies and rules/regulations for practice in State facilities

- Initiates appropriate assessment of clients' health status ranging from focus to comprehensive depending upon setting
- Obtain client health history during interview of client and review of pertinent health records
- Perform physical examinations
- Orders pertinent diagnostic test/procedures
- Perform intervention/treatment within the scope of advanced nursing practices
- Perform delegated medical procedures as directed
- Interoperates health information and establishes a diagnosis
- Formulate treatment plan and ensures timely provisions for necessary health services
- Order necessary medications and other therapeutic equipment and supplies within the scope of practice
- Educates/informs clients regarding the nature of illness and progress of evaluation/treatment and disease prevention
- Analyzes accumulated health information and collects additional observational interview information through physical examination/diagnostic data modifying treatment as appropriate
- Conducts Audits, and maintains records and reports

#### 10. Occupational Therapist

Provide services to promote health and wellness, prevent disability, preserve functional capabilities, prevent barriers, and enable or improve performance in everyday activities, including, but not limited to, the following:

- Establishment, remediation, or restoration of a skill or ability that is impaired or not yet developed.
- Compensation, modification, or adaptation of a person, activity, or environment.
- Evaluation of factors that affect activities of daily living, instrumental activities of daily living, and other activities relating to education, work, play, leisure, and social participation. Those factors include, but are not limited to, body functions, body structure, habits, routines, role performance, behavior patterns, sensory motor skills, cognitive skills, communication and interaction skills, and cultural, physical, psychosocial, spiritual, developmental, environmental, and socioeconomic contexts and activities that affect performance.
- Interventions and procedures, including, but not limited to, any of the following:
  - Task analysis and therapeutic use of occupations, exercises, and activities.
  - Training in self-care, self-management, home management, and community or work reintegration.
  - Development remediation, or compensation of client factors such as body functions and body structure.
  - Education and training.
  - Care coordination, case management, transition, and consultative services.
  - Modification of environments and adaptation processes such as the application of ergonomic and safety principles.
  - Assessment, design, fabrication, application, fitting, and training in rehabilitative and assistive technology, adaptive devices, and low temperature orthotic devices, and training in the use of prosthetic devices. For the purposes of this sub-subparagraph, the design and fabrication of low temperature orthotic devices does not include permanent orthotics.
  - Assessment, recommendation, and training in techniques to enhance safety, functional mobility, and community mobility such as wheelchair management and mobility.
  - Management of feeding, eating, and swallowing.
  - Application of physical agent modalities and use of a range of specific therapeutic procedures, including, but not limited to, techniques to enhance sensory-motor, perceptual, and cognitive processing, manual therapy techniques, and adjunctive and preparatory activities.
  - Providing vision therapy services or low vision rehabilitation services, if those services are provided pursuant to a referral or prescription from, or under the supervision or co-management of, a physician licensed under part 170 or 175 or an optometrist licensed under part 174.

#### 11. Optometrist

Evaluate patients for the presence of diseases, condition, and assist in general health care of eyes.

- Perform vision test and analyze results
- Diagnose sight problems, i.e. nearsighted or farsighted, and eye diseases like glaucoma
- Prescribe eyeglasses, contact lenses, and other visual aids
- Provide treatment such as vision therapy or low-vision rehabilitation

#### 12. Paramedic

Responds to emergency medical calls to emergency assistance to assess patients' condition and determine a treatment course.

- Evaluate patients' condition on the scene and provide a preliminary diagnosis
- Provide first response treatment for life support care to sick or injured patients
- Knowledge of the following skills:
  - CPR – Cardiopulmonary resuscitation
  - Emergency wound care
  - Administering injects, IVs and oxygen

- Use of equipment/tools to stabilize patients or provide immediate treatment
- Monitor patients' condition, and work with hospital or State facility staff
- Adhere to established medical protocols and procedures
- Write and maintain incident reports

### 13. Pharmacist

Complete and oversee a variety of professional assignments in state medical or correctional facilities involving the compounding, dispensing, and preservation of drugs and medications prescribed by medical personnel.

- Makes substitutions of comparable drugs with trade name as appropriate
- Manufactures pharmaceutical preparations and fills orders to suppl facility resident areas.
- Respond to inquiries concerning drug contents, dosages, regimen reviews, errors, storage and disposal and biological
- Monitor drug therapies for drug interactions, allergies and contraindications
- Monitor drug and chemical stock, provides inventory of supplies
- Oversees security of drugs kept at nursing stations and night emergency cabinets.
- Provide training for healthcare workers and provides consultations on the use and care of prescription drugs and medications with patients
- Maintain records and prepares reports on all narcotics and alcohol dispensed.
- Maintain records and reports, assist in and oversee pharmacy staff
- Knowledge of narcotics and related laws of the State, and dosage calculations

### 14. Pharmacy Assistant

Provide a variety of support activities to coordinate vendor pharmacy service in a health care unit or provide pharmacy technician services in the operation of a pharmacy under the guidance of a registered pharmacist.

- Coordinates ordering, distribution, delivery and pick-up of pharmaceutical products
- Maintain inventories and supplies
- Document receipt of medication, ensuring that all pharmaceutical products ordered are received.
- Notifies supervisors of missing medications and assists in obtaining necessary medication from vendor pharmacy, or local pharmacy
- Sort and stock incoming pharmaceutical products
- Distributes non-restricted, self-administered medication and delivery documentation
- Maintains records and assists with completing medication error reports and vendor problem resolution forms
- Process and document medication designated for retunes or destruction
- Monitors medications received and assist with reconciling invoices.
- Prepares walk-in pharmacy orders
- Compounds drugs, or prepares mixing intervenors drugs for injection
- Fills ward stock orders for over-the counter nonprescription medications

### 15. Phlebotomist

Employees work under the direction of a Licensed physician or Registered Nurse Manager to collect blood specimens from patients and prisoners in State facilities or clients for the State's healthcare programs. While adhering to established protocols to ensure proper sample collection and patient safety.

- Obtain a variety of specimens, primary blood, additional samples may also include urine and various cultures based on a valid physician's order, standing order, acceptable protocol
  - Services will be provided to patients/prisoners/clients within inpatient, outpatient or offsite State health program areas.
  - Collected blood samples from patients/prisoners/clients through the performance of venipuncture and capillary puncture techniques.
  - Documented in the electronic health record
  - Log samples and related information and has responsibility for containers and specimens including proper labeling, packaging and arranging for pick-up or delivery
  - Maintain appropriate schedule, logs patient information, collects data, and preforms related clerical tasks.

### 16. Physical Therapist

Services include evaluation of, education of, consultation with, or treatment of an individual by the employment of effective properties of physical measures and the use of therapeutic exercises and rehabilitative procedures, with or without assistive devices, for the purpose of preventing, correcting, or alleviating a physical or mental disability.

Physical therapy includes:

- |  |                              |
|--|------------------------------|
| • Treatment planning,                    | • Instruction,               |
| • Performance of tests and measurements, | • Consultative services, and |
| • Interpretation of referrals,           | • Supervision of personnel.  |
| • Initiation of referrals,               |                              |

Physical measures include:

- |            |                 |
|------------|-----------------|
| • Massage, | • Mobilization, |
|------------|-----------------|

- Heat,
- Cold, Air,
- Light,
- Water,
- Electricity, and
- Sound.

Practice of physical therapy does not include the identification of underlying medical problems or etiologies, establishment of medical diagnoses, or the prescribing of treatment.

#### 17. Physician M.D. & D.O.

Professional physician in a general or specialized area of medicine

- Examines patients using standard medical procedures, and using all types of equipment, instruments and tests of the medical profession
- Provide routine and emergency medical treatment
- Prescribe medications for patients
- Provide consultation to patients, their families, patient terms, and others regarding patients' diagnosis health status and treatment plans
- Prepares medical case history
- Orders and reviews diagnostic test – reviews nursing reports and performs physical examinations of patients released from the medical departments and make diagnosis
- Establishes medical procedures, directs and trains professional nursing staff, physician assistants, nurse practitioners, medical technicians, and non-professional nursing care staff in patient care and treatment programs
- Maintain current records and prepare reports
- Knowledge of techniques and practices of medicine and surgery, current literature and current developments
- Some positions are in correctional facilities, mental health or hospital settings and may require direct contact with prisoners.

#### 18. Physician Assistant

Function as a mid-level health care practitioner, administering and overseeing a variety of assignments related to the provisions of primary and inpatient health care services for patients of State facilities.

Employees provide health care services as independently licensed professionals working within their legally defined scope of practices.

- Accepts referrals of patients from nursing staff, other health care professionals, custodial and administrative staff.
- Initiates an appropriate assessment of patient's health status, ranging from focused to comprehensive, depending upon the settings (e.g. emergency, structured screening, scheduled visit.)
- Obtains patients' health history from interviews of patients and others, and from review of pertinent health records
- Perform physical examinations
- Orders pertinent diagnostic tests and procedures
- Performs diagnostic tests and procedures and therapeutic procedures, within the scope of practice, including: venipuncture, intradermal tests, intermuscular and subcutaneous injections, electrocardiogram, control of external hemorrhage; application of dressings and bandages, administration of medications, intravenous fluids, removal of superficial foreign bodies, cardiopulmonary resuscitation, auditory screening, visual screening and aseptic/isolation techniques
- Perform medical procedures including incisions and drainage, wound care, debridement, and suturing of lacerations, and application and removal of casts and traction devices
- Collection of specimens for and carries out commonly performed: blood, urine, stool analysis and cultures.
- Interoperates health information and establishes diagnosis with the accumulated data
- Orders necessary medication and other therapeutic equipment/supplies within the scope of practice
- Evaluates and informs patients regarding the nature of illness and progress of evaluation of treatment
- Educate patients regarding health promotion and disease prevention
- Maintain records and reports, and enter information into health records

#### 19. Podiatrist

Assess and diagnose the condition of patient's feet, ankles or lower legs by reviewing his or her medical history, patient concerns and physical examination

- Perform Physical exams: x-rays, medical laboratory tests, and other diagnostic methods
- Provide treatment for foot, ankle and lower leg ailments, prescribing special shoe inserts or other adaptive devices
- Prescribe medications
- Refer patients to other physicians or specialists if they detect larger health problems

#### 20. Psychiatrist

Complete and oversee a variety of professional assignments for the treatment of patients in a State facility. Or, reviewing claims for social security disability benefits in accordance with the Social Security Act.

- Participate in the diagnosis and treatment of newly admitted convalescent, and chronic patients

- Completes physical, mental information submitted to obtain social security disability benefits and provides expert opinion on acceptability or rejection of claims.
- Treats medical, surgical, psychiatric, and neurological problems of patients in the facility.
- Consult with patients and families, other medical professionals, attorneys, teachers, and other identified personnel to interpret clinical findings
- Prepare diagnostic reports for judges, administrative law examiners, federal government officials, school officials, physicians and other identified parties.
- Provide expert witness testimony in courts of law and administrative hearings regarding the status of patients or social security disability income claimants
- Directs and instructs nurses, other professional support staff, attendants, and residents in the care and treatment of patients
- Knowledge of mental health, physiological disorders and medication effects
  - Ability to prescribe medications for the treatment of physical and psychological disorders

#### **21. Psychologist Ph.D**

Performs the duties as outline in item 14, and 15, as well as, the following:

- Assigns work to others – positions are in the following facilities: Correctional, mental health or social service agency
- Employees may work in adversarial situations
- Employees may be exposed to/have direct contact with prisoners

#### **22. Psychologist – Master**

Knowledge of emotional, social, psychological and environmental problems and techniques used for treatment.

- Knowledge of techniques for observing and assessing behavior
  - Psychotherapy techniques
  - Principles and practices of applied behavior analyses
  - Counseling techniques
  - Abnormal psychology
  - Principles and practices of clinical psychology
  - Principles of group behavior and interaction
  - Experimental/research techniques
  - Conduct evaluation and therapeutic interview techniques
  - Types and use of standardized psychological tests including those applicable in testing the physically handicapped, socially or emotionally maladjusted
  - Statistical techniques used in testing and research
- Ability to effectively interact/establish a rapport with clients, and to develop therapeutic relationship
  - Use intervention methods to bring about positive behavioral changes in clients
  - Facilitate positive group interaction and mutual support
  - Prepare clear and concise case studies
  - Administer and core tests, conduct surveys and interviews and experimental procedures
- Maintain records and prepare reports and other communications

#### **23. Psychologist – Bachelor**

Complete and oversee assignments to provide psychological treatment to residents of State facilities and community-based programs. Positions are in mental health facilities, prisoners, youth residential facilities, and veterans' hospitals.

- Observe, record and evaluate the behavior of clients during examinations and other situations
- Perform directive, non-directive and supportive therapy
- Selects, administers, scores and interoperates a variety of diagnostic instruments, such as psychological, achievement, neuropsychological, intelligence, interest, personality, vocational and projective tests.
- Writes behavioral treatment plans
- Collaborate with professional staff in diagnosing problems, formulating treatment plans and evaluation
- Aids with the following:
  - Training facility staff and students in processes and techniques of behavior modification, group guidance and problem solving
  - Crisis intervention, on-going group therapy sessions
- Reviews/coordinates admissions, discharges and referrals

#### **24. Recreational Therapist**

Complete and oversee a variety of professional recreational therapeutic assignments to meet the developmental needs of residents of State mental health, correctional facilities, long-term care facilities, and educational facilities as well as, community based residential programs.

- Develop and establishes recreational programs of a therapeutic nature suited to the physical and mental capabilities of the residents
- Adapts calisthenics, competitive games and other organized recreational activities to residents need and abilities

- Consult with physicians, therapists and other staff members regarding resident treatment to design individualized treatment plans.
  - Coordinate therapy programs and other disciplines
- Overviews training classes for affiliating students, student nurses and attendants
- Maintains progress notes and individual records, prepare reports and conducts correspondences.

#### **24.a. Activities Therapist**

Participate in the planning, implementation and performance of therapeutically oriented activities and/or training programs patients'/residents' in various facilities. The work is typically performed under the guidance of a professional therapist, employee's work may focus on either recreational work or skilled programs.

- Assists in teaching arts/crafts such as: painting, weaving, ceramics or woodworking
- Work with residents, prisoners, students or patients to develop skills needed for independent living such as homemaking or functional academics
- Instructs residents, prisoners, students or patients in areas of self-care such as grooming and personal hygiene
- Provides and instruction in language or perceptual motor development
- Plans and takes residents, students and/or patients on field and community learning trips
- Plans a variety of games, sporting events, movies and other entertainment activities
- Keeps records of supplies and equipment
- Maintains records of patient growth and development

#### **24.b Music Therapist**

Oversee and provide music therapeutic treatment to habilitate or rehabilitate patients in State mental health, correctional, or youth residential facilities, veteran's hospitals to provide rehabilitative services to patients in a community setting. Treatment is administered in groups or on an individual basis.

- Plan and organizes music therapeutic activities in accordance with residents'/patients' needs, capabilities and interests
- Participates in instrumental and vocal music activities designed to meet residents'/patients' needs such as solo or group singing, rhythmic music activities or playing in bands
- Observes and evaluates and coordinate residents'/patients' reactions to various experiences and prepares records documenting therapeutic changes
- Develop a general music education program for residents/patients
- Maintain a music library, and necessary materials, equipment and supplies
- Maintain records of patient growth and development

#### **25. Registered Nurse (RN)**

Provide care services to patients in State facilities or clients of State health care programs.

- Provide general care services, including assessment, analysis, planning, implementation and evaluation
- Assess healthcare needs of patients through a variety of routine underdisciplined assessments, and develops, implements and evaluates individualized nursing and health care plans accordingly
- Perform health screenings of patients or clients
- Respond to emergency healthcare needs of patients
- Collect and records data specific to health status of patients or clients
- Administer medications/treatments as prescribed by medical practitioners
  - Instructs patients in treatment methods prescribed by medical practitioners/interdisciplinary treatment teams
- Provide health care instruction and education to individuals and others relating to the promotion of health and prevention or management of illness, disease, injury or disabilities
- Responsibilities will vary depending on department of assignment (e.g. Emergency Room/Clinic, advisory to non-medical administrator, infection control, nurse/health education development, quality assurance, nurse anesthetist, etc.)

#### **26. Resident Care Aid**

Provides services to resident in health care and educational facilities and prisoners in correctional medical units or medical clinics by maintaining a clean and safe environment, providing nursing assistance, working with residents or prisoners to carry out specific plans of care, and maintaining related records. Employees provide direct care services to residents or prisoners with physical or mental disabilities in facilities providing 24-hour care.

- Participate as a member of the treatment team in implementing and creating training and rehabilitation are plans by:
  - Conducting appropriate interpersonal communications,
  - Using behavior medication techniques
  - Help language development skills
  - Daily living activities
- Make visual observations of area to ensure residents or prisoners whereabouts and safety and activity

- Attend to the personal care needs of residents or prisoners; bathing, hair and nail care, shaving, diapering and toileting, dressing, oral health, etc.
- Keep reports on residents' or prisoners' activities and behavior, physical condition and reactions to medications and treatment
- Carryout nursing care plan for residents or prisoners which may include:
  - Taking and recording vital signs
  - Collecting and labeling specimens
  - Applying cold packs and topical treatments
  - Massage and range of motion treatments
- Interact with resident or prisoners at mealtimes, assist with feeding of residents or prisoners who need assistance – records must be kept of foods and liquid intake.
- Assist residents or prisoners into and out of wheelchairs, beds and other equipment
- Transport/accompany residents or prisoners to appointments on and off facility grounds
- Perform light housekeeping: sweeping, disinfecting surfaces and equipment, making beds, basing laundry such as clothing and bedding.

## **27. Respiratory Therapist**

Treat patients with respiratory diseases and conditions using specialized medical equipment, oxygen therapies, and manual treatment techniques, examine and evaluate patients for respiratory problems, and operate medical equipment to carry-out cardiopulmonary tests.

- Work is performed in a hospital setting under the direction of physicians and nursing supervisor(s) guided by standardized procedures, hospital regulations and physicians' orders
- Set-up EKG machines and runs electrocardiograms (EKGs)
- Performs pulmonary function tests using a spirometer calculates lung volumes and vital capacities
- Set-up/adjust portable volume ventilators and chest shell ventilators, and cheek patients
- Nebulize, suction, and collect sputum using naso-tracheal suction catheter, sends specimens to laboratory for analysis.
- Listen/observe lung sounds using stethoscope, to evaluation locations of respiratory problems. Percusses patient's cheek and back using air tapping techniques and position for drainage
- Set-up operates, and adjusts oxygen therapy, and humidification equipment, and emergency supply oxygen tubes, changes tanks and orders supply
- Disassembles, cleans and sterilizes equipment and performs preventative maintenance and calibrates machines
- Keeps records of treatments, patient charting and ordering supplies.

## **28. Social Services Manager**

Serves as a professional manger directing and supervising the work of professional consultants and service workers in a designated work area such as: foster care, child day care, child welfare, and camp programs. Will work under the general supervision, within methods and procedures and exercise independent judgement to adapt and apply guidelines, policies procedures, and regulations.

- Select and assign staff, coordinates activities
- Evaluates and verifies employee performance
- Identify staff development and training needs
- Ensure proper relations and employee conduct
- Maintain records, prepare reports and correspondences
- Review complaint information and determine follow-up plans
- Directs preparation of cases materials to be used in administrative hearings and court proceedings

## **29. Social Worker – Bachelor**

Oversee a variety of professional assignments to provide technical social work assistance to departmental staff of health care facilities, and other Agencies.

- Use interview and closing techniques to gather pertinent information to prepare reports and other referrals for service, or evaluation of services being supplied.
- Review services and provide interpretation of problems of behavior recommend alternatives to provide solutions of care.
- Provide advisory information and guidance to agency officials concerning client cases, training and staff development needs and program planning/development.
- Assist in assessment evaluation to determine problems and service priorities and establish and implement appropriate treatment plans based on the assessment.
- Supplies support staff in the provision screening, diagnosis activities, and making appropriate referrals in the various service programs, and provide direct service.
- Carry out special projects, investigation and studies as assigned.
- Review cases to determine medical eligibility for specific programs based on federal and state regulations and policies
- Work with other agencies in assigned areas to ensure availability and provision of supportive services for clients.

**30. Social Worker – Licensed Clinical Social Worker**

Complete and oversee a variety of professional assignments to provide casework and treatment services to residents of State facilities, group homes, or other care facilities.

- Provide individual and/or group treatment and social casework for residents/clients and families.
  - Serve within a treatment team to diagnosis problems, formulate treatment plans, and evaluating progress.
- Prepare social-psychiatric case information, psychosocial assessment, and social work treatment plans, for use in pre-admission screening & diagnosis.
  - Arrange for placement of residents in suitable homes; assist in patient adjustments to the community; evaluates patient needs for future care.
- Help residents arrange and receive facility services such as: patient workshops, meetings/conferences, locate employment opportunities for eligible residents.

**31. Social Worker – Licensed Master Social Worker**

Complete and oversee a variety of professional assignments to provide casework and treatment services to residents of State facilities, group homes, or other care facilities.

- Provide individual and/or group treatment and social casework for residents/clients and families.
  - Serve within a treatment team to diagnosis problems, formulate treatment plans, and evaluating progress.
- Prepare social-psychiatric case information, psychosocial assessment, and social work treatment plans, for use in pre-admission screening & diagnosis.
  - Arrange for placement of residents in suitable homes; assist in patient adjustments to the community; evaluates patient needs for future care.
- Help residents arrange and receive facility services such as: patient workshops, meetings/conferences, locate employment opportunities for eligible residents.

**32. Speech Therapist**

Assist in development, implementation and maintenance of speech pathology programs

- Assist in related rehabilitative and diagnostic services for speech impaired individuals
- Knowledge of methods used to detect and correct hearing disorders, determine applicable treatment plans and options
- Knowledge of the pathology of hearing and speech disorders
- Provide aural rehabilitation for individuals who have a variety of treatment need and varying levels of hearing
- Teach patients and vocal improvement techniques
- Teach alternative communication methods, i.e. sign language with little or no speech capabilities

**33. Miscellaneous – Positions Not Defined**

Additional disciplines may be provided during the term of the Contract, as needed. Positions will be added to Schedule B – Pricing the pre-determined mark-up percentage will be applied to each positions rate of pay (Hourly Rate) to determine the Billable Rate.

# STATE OF MICHIGAN

Contract No. 200000002242  
Temporary Medical Staffing Services - Statewide

## SCHEDULE D MDHHS Facilities Summary

### State Psychiatric Facility Locations:

#### Inpatient Adult Psychiatric Hospitals

1. Caro Center – 2000 Chambers Road Caro, Michigan 48723
2. Kalamazoo Psychiatric Hospital (KPH) – 1312 Oakland Drive, Kalamazoo, Michigan 49008
3. Walter P. Reuther Psychiatric Hospital (WRPH) – 30901 Palmer Road, Westland, Michigan 48186

#### Inpatient Adolescent/Child Hospital

4. Hawthorn Center – 18471 Haggerty Road, Northville, Michigan 48168

#### Inpatient Forensic Psychiatric Facility

5. Center for Forensic Psychology (CFP) – 8303 Platt Road, Saline, Michigan 48176

#### State Hospital Prohibited items list:

Please Note: visitors of patents or, newly admitted patients may not enter a MDHHS facility with any of the following items. Items are subject to change and prohibited items may vary depending on facility location and policy.

- Weapons, tools and explosives of any type
- Tobacco products
- Matches, lighters or other flammable items
- Aerosols
- Volatile fluids
- Alcoholic beverages
- Medications of any form
- Poisons
- Illegal drugs
- Ballpoint pens
- Scissors
- Mirrors
- Food items

# STATE OF MICHIGAN

Contract No. 20000002242  
 Temporary Medical Staffing Services - Statewide

## SCHEDULE E MDOC Facilities Map

This map is offered as a visual representation of the locations of the MDOC facilities, this map was issued in January of 2017 and, due to closures and consolidations and additions, this map may not be 100% accurate at this posting.

**Michigan Department of Corrections  
 Correctional Facilities Map**  
*As of May 1, 2018*



\*Includes reception centers

# STATE OF MICHIGAN

Contract No. 20000002242  
 Temporary Medical Staffing Services - Statewide

## SCHEDULE F Holiday and Overtime Pay Guidelines

**Please Note:** Overtime and Holiday pay vary depending upon Agency policy.

MDOC Overtime/Holiday	
<b>Overtime (all positions excluding RN, LPN and RCA)</b>	<ul style="list-style-type: none"> <li>The Contractor may compensate its employees for overtime.</li> <li>The Contractor must obtain prior written approval for overtime, and no overtime will be paid without prior written authorization from the State-MDOC.</li> <li>The Contractor must advise each of its employees that no overtime will be paid without prior State-MDOC authorization. Overtime is actual hours worked (straight time pay, hour-per-hour).</li> </ul>
<b>Overtime (RN, LPN and RCA positions only)</b>	<ul style="list-style-type: none"> <li>The Contractor must compensate the RN, LPN and RCA employees at a rate of 1.5 times the contracted rate (see Schedule B for rates) when that employee completes more than 40 hours in a week.</li> <li>The Contractor must advise each employee of the State policy that no overtime shall be paid without prior authorization from the MDOC Program Manager or designee.</li> </ul>
<b>Holiday (for RN, LPN and RCA positions only)</b>	<p>The MDOC Program Manager or designee may offer a temporary employee to be scheduled for the following observed holidays:</p> <ul style="list-style-type: none"> <li>New Year's Day</li> <li>Martin Luther King Day</li> <li>Presidents Day</li> <li>Memorial Day</li> <li>Independence Day</li> <li>Labor Day</li> <li>Veterans Day</li> <li>Thanksgiving</li> <li>Day after Thanksgiving</li> <li>Christmas Eve</li> <li>Christmas Day</li> <li>New Year's Eve</li> </ul> <p>The MDOC will pay up to 8 hours holiday pay per day at the rate specified on Schedule B for the observed holidays. The MDOC Program Manager or designee will provide written authorization of the holiday pay to the Contractor.</p>

# STATE OF MICHIGAN

Contract No. 200000002242  
Temporary Medical Staffing Services - Statewide

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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> <b>§ 115.11 Zero tolerance of sexual abuse and sexual harassment; PREA coordinator.</b>
(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> <b>§ 115.12 Contracting with other entities for the confinement of inmates.</b>
(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> <b>§ 115.13 Supervision and monitoring.</b>
(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: (1) Generally accepted detention and correctional practices; (2) Any judicial findings of inadequacy; (3) Any findings of inadequacy from Federal investigative agencies; (4) Any findings of inadequacy from internal or external oversight bodies; (5) All components of the facility's physical plant (including "blind-spots" or areas where staff or inmates may be isolated); (6) The composition of the inmate population; (7) The number and placement of supervisory staff; (8) Institution programs occurring on a particular shift; (9) Any applicable State or local laws, regulations, or standards; (10) The prevalence of substantiated and unsubstantiated incidents of sexual abuse; and (11) Any other relevant factors.
(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: (1) The staffing plan established pursuant to paragraph (a) of this section; (2) The facility's deployment of video monitoring systems and other monitoring technologies; and (3) The resources the facility has available to commit to ensure adherence to the staffing plan.
(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> <b>§ 115.14 Youthful inmates.</b>
(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> <b>§ 115.15 Limits to cross-gender viewing and searches.</b>
(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> <b>§ 115.16 Inmates with disabilities and inmates who are limited English proficient.</b>
(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.

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(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> <b>§ 115.17 Hiring and promotion decisions.</b>
(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— (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); (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 (3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (a)(2) of this section.
(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.
(c) Before hiring new employees who may have contact with inmates, the agency shall: (1) Perform a criminal background records check; and (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.
(d) The agency shall also perform a criminal background records check before enlisting the services of any contractor who may have contact with inmates.
(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.
(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.
(g) Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination.
(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.
<i>Prevention Planning</i> <b>§ 115.18 Upgrades to facilities and technologies.</b>
(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.
(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.
<i>Responsive Planning</i> <b>§ 115.21 Evidence protocol and forensic medical examinations.</b>
(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.

(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.
(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.
(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.
(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> <b>§ 115.22 Policies to ensure referrals of allegations for investigations.</b>
(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> <b>§ 115.31 Employee training.</b>
(a) The agency shall train all employees who may have contact with inmates on:

<p>(1) Its zero-tolerance policy for sexual abuse and sexual harassment;</p> <p>(2) How to fulfill their responsibilities under agency sexual abuse and sexual harassment prevention, detection, reporting, and response policies and procedures;</p> <p>(3) Inmates' right to be free from sexual abuse and sexual harassment;</p> <p>(4) The right of inmates and employees to be free from retaliation for reporting sexual abuse and sexual harassment;</p> <p>(5) The dynamics of sexual abuse and sexual harassment in confinement;</p> <p>(6) The common reactions of sexual abuse and sexual harassment victims;</p> <p>(7) How to detect and respond to signs of threatened and actual sexual abuse;</p> <p>(8) How to avoid inappropriate relationships with inmates;</p> <p>(9) How to communicate effectively and professionally with inmates, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming inmates; and</p> <p>(10) How to comply with relevant laws related to mandatory reporting of sexual abuse to outside authorities.</p>
<p>(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.</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><i>Training and Education</i>  <b>§ 115.32 Volunteer and contractor training.</b></p>
<p>(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.</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 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.</p>
<p>(c) The agency shall maintain documentation confirming that volunteers and contractors understand the training they have received.</p>
<p><i>Training and Education</i>  <b>§ 115.33 Inmate education.</b></p>
<p>(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.</p>
<p>(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.</p>
<p>(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.</p>
<p>(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.</p>
<p>(e) The agency shall maintain documentation of inmate participation in these education sessions.</p>
<p>(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.</p>

<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; (3) The physical build of the inmate; (4) Whether the inmate has previously been incarcerated; (5) Whether the inmate's criminal history is exclusively nonviolent; (6) Whether the inmate has prior convictions for sex offenses against an adult or child; (7) Whether the inmate is or is perceived to be gay, lesbian, bisexual, transgender, intersex, or gender nonconforming; (8) Whether the inmate has previously experienced sexual victimization; (9) The inmate's own perception of vulnerability; and (10) Whether the inmate is detained solely for civil immigration purposes.
(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.
(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.

(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.
(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.
(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.
<i>Screening for Risk of Sexual Victimization and Abusiveness</i> <b>§ 115.42 Use of screening information.</b>
(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.
(b) The agency shall make individualized determinations about how to ensure the safety of each inmate.
(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.
(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.
(e) A transgender or intersex inmate's own views with respect to his or her own safety shall be given serious consideration.
(f) Transgender and intersex inmates shall be given the opportunity to shower separately from other inmates.
(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.
<i>Screening for Risk of Sexual Victimization and Abusiveness</i> <b>§ 115.43 Protective custody.</b>
(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.
(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: (1) The opportunities that have been limited; (2) The duration of the limitation; and (3) The reasons for such limitations.
(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.
(d) If an involuntary segregated housing assignment is made pursuant to paragraph (a) of this section, the facility shall clearly document: (1) The basis for the facility's concern for the inmate's safety; and (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> <b>§ 115.51 Inmate reporting.</b>
(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> <b>§ 115.52 Exhaustion of administrative remedies.</b>
(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> <b>§ 115.53 Inmate access to outside confidential support services.</b>
(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> <b>§ 115.54 Third-party reporting.</b>
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> <b>§ 115.61 Staff and agency reporting duties.</b>
(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> <b>§ 115.62 Agency protection duties.</b>
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> <b>§ 115.63 Reporting to other confinement facilities.</b>
(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 § 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 § 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 § 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 § 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 § 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 § 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 § 115.72 Evidentiary standard for administrative investigations.</i>
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 § 115.73 Reporting to inmates.</i>
(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> <b>§ 115.78 Disciplinary sanctions for inmates.</b>
(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. 20000002242  
Temporary Medical Staffing Services - Statewide

## SCHEDULE A-14 MDOC PREA Training Program A (CFA) Security Regulations



PROGRAM A

## CORRECTIONAL FACILITIES ADMINISTRATION (CFA)

## SECURITY REGULATIONS

August 2014

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**Module Description:** This module provides standardized training and orientation training required for all contractors, vendors, skilled trades, construction workers, student interns and volunteers providing services at Correctional Facility Administration work sites. Topics included in this training program are searches, vehicles, tool control, contraband, prisoner contact, discriminatory harassment and emergencies.

**Original Module Developers:** *Contractual Workers Committee* Bonita Hoffner, Deputy Warden, LCF – Chairperson; Bryan Watson, Deputy Warden, ATF; Janette Price, Deputy Warden, MTU; Aaron Wemple, Assistant Deputy Warden, JCS; Steve Parks, Central Office Physical Plant; Joe Lemke, Central Office Training

**Date Originally Developed** - December 1998

**Revisions Completed By:** The Office of New Employee Training & Professional Development, Curriculum Unit with the assistance of Bonita Hoffner, Kevin Lindsey, Joe Lemke and Tom Mullaly.

**Revised:** August 2007; September 2010, April 2014

**Target Audience:** All contractors, vendors, skilled trades, construction workers, student interns and volunteers providing services at Correctional Facilities Administration work sites. Vendors who are under direct continuous supervision and/or escort are not required to attend this program.

**Time Frame:** Training time is 1 hour.

**Materials Needed and Provided by The Facility:** Computer with On-Line Training Access, Applicable Policies, Procedures and DOM's; Facility Operating Procedures.

**Program Objective:** At the completion of this training participants will have an understanding of security regulations necessary and that shall be followed when working in Michigan Department of Corrections work sites.

# Overview of the Michigan Department of Corrections

### **THE MICHIGAN DEPARTMENT OF CORRECTIONS RESPONSIBILITY**

The goal of the Michigan Department of Corrections is to provide the greatest amount of public protection while making the most efficient use of the State's resources. It meets its goal by ensuring that the state's judges and other criminal justice administrators have the broadest possible array of viable sentencing and sanctioning options, and by ensuring that appropriate supervision is maintained so that Michigan's neighborhoods, families and citizens can be protected.

Our vision is to protect the public and build trust within Michigan communities.

Our mission is to create a safer Michigan through effective offender management and supervision in our facilities and communities while holding offenders accountable and promoting their rehabilitation.

### **THE STRUCTURE**

The Department gets its authority and the sources of influence on Department operations through the U.S. Constitution; Michigan Constitution and Michigan Compiled Law.

The Departments structure and direction for operations is provided through:

**Administrative Rules, which interpret the laws for State Agencies.**

**Policy Directives (PD), which provide the Departments direction and focus.**

**Director's Office Memorandum (DOM), which are implemented as temporary policies when an immediate response is necessary in providing direction.**

**Operating Procedures (OP), which are written statements on how the policies are to be implemented.**

**The Director is the chief administrative officer of the Department and thus is responsible for the overall operation of the Department. The Director is appointed by the Governor.**

**The Department of Corrections is divided into Administrations. All correctional institutions operated by the Department are under the Correctional Facilities Administration (CFA), which is headed by a Deputy Director, who reports to the Chief Deputy Director and is responsible for the operation of all correctional institutions.**

**Each institution within the Correctional Facilities Administration (CFA) is administered by a Warden. The Warden is responsible for the overall operation of their institution.**

**In the absence of the Warden a designee will maintain responsibility over the operation of the institution.**

**For the purposes of this training we will refer to the Warden and their designee as the Facility Head.**

**Throughout this training we will frequently refer to the facility head, and policies. You know now that we are referring to the Warden or designee and the documents that give us our direction.**

# Approval Prior to Entering A Correctional Facility

**APPROVAL PRIOR TO ENTERING A CORRECTIONAL FACILITY**

Regardless of the purpose for entering a correctional facility, entry is only allowed when explicit approval has been given by the facility head.

Paperwork should be filled out prior to coming on site.

Training must be completed in accordance with PD 02.05.100 New Employee Training Program and the current New Employee Training Plan.

The business that is being conducted, along with the type of contact that you will have with the offenders at a CFA facility will determine the necessary training that is required.

This program (Program A) is orientation training which is required for all contractors, vendors, skilled trades, construction workers, student interns and volunteers providing intermittent services.

Law Enforcement Information Network (LEIN) application and personal information is necessary in order to complete the approval process.

When applicable, an ID card is generated after being LEIN cleared by using the information from the form.

Regardless of the purpose for entering a correctional facility, only allowable items will be carried into and out of the facility. See OP

**04.04.100 Gate Manifests and Attachment A, Allowable Items Without Gate Manifest.**

According to PD 04.04.110, Contraband is property (items) which is not allowed on facility grounds by State law, Administrative Rule or Department policy or procedure.

Proper dress and equipment for duty while inside of a correctional facility is just as important as what is brought onto facility grounds and when left unattended can become contraband. Be sure not to leave items unattended and take everything out with you that you brought in.

Drugs and Alcohol are not to be brought onto state property, whether it is intended to be left in a vehicle or not.

Individuals who staff have a reasonable suspicion of their being under the influence of drugs and/or alcohol will not be allowed to enter into the facility.

Being “under the influence” is any behavior, actions, words, odor or other evidence which is indicative of an individual who is or has been using drugs and/or alcoholic beverages.

Reasonable suspicion is suspicion based on a specific fact or facts and rational inferences drawn from those facts, based upon the knowledge and experience of corrections staff.

**Prescription and/or over the counter medications may be authorized to bring onto facility grounds as follows:**

**The allowable items list (Attachment A, OP 04.04.100) will describe what and how much over the counter medications are authorized.**

**Prescription medications may be allowable on facility grounds, but only with authorization as given by the facility head and an Administrative Manifest is required (See OP 04.04.100 – Gate Manifests).**

**Prescribed medical marijuana is not** an allowable item even though it is prescribed.

**All individuals entering onto correctional facility property are subject to search (See PD 04.04.110 Search and Arrests in Correctional Facilities). Anyone refusing to be searched will not be allowed entrance into the facility and will be asked to leave the property.**

**The Department's responsibility to manage and control the State's correctional facilities includes the duty to prevent contraband from entering those facilities.**

**Pursuant to MCL 800.281 et seq., it is a felony to bring any of the following items into a correctional facility or onto facility property where prisoners may have access to them without prior written permission of the Warden:**

**Any weapon, including a pocket knife, or other implement which may be used to injure another person or which may be used in aiding a prisoner to escape;**

**Any alcoholic beverage or poison, except that not more than two ounces of wine may be brought into a facility for use by a clergy member during religious ceremonies;**

**Any prescription drug or controlled substance without written certification of need from a licensed physician, except that prescription drugs and controlled substances may be brought into a correctional facility as medical supplies for that facility. The physician's written certification must include the name of the person prescribed the drug or controlled substance, the prescribed dosage and frequency, and the reason it was prescribed.**

**Controlled Substance is defined as a drug, substance, or immediate precursor as set forth in MCL 333.7201 to 333.7231, including heroin, cocaine, LSD, and marijuana.**

**In addition to those items prohibited by State law, Department policy prohibits other items from being brought into a correctional facility or on facility grounds.**

**Personal cellular telephones and pagers are prohibited.**

**Personal cellular telephones (PD 04.04.100 paragraph L.) are not permitted on facility grounds or regional offices except in a locked motor vehicle in designated parking areas and in secured areas designated by the Warden or the highest ranking supervisor of the regional office for this purpose (e.g., locked locker).**

**In the State of Michigan it is a felony to provide a cell phone to a prisoner under MCL 800.283a.**

**Audio or visual recording devices, including cameras, are prohibited unless approved by the Warden.**

**Tobacco products also are prohibited both inside a correctional facility and on facility grounds.**

**Visitors also are prohibited from bringing money into a correctional facility, except where allowed for use of vending machines.**

**Wardens may prohibit other items from being brought into their respective facilities; however, items may not be prohibited that are otherwise specifically allowed pursuant to Department policy.**

**Members of the public entering a correctional facility are subject to search in order to prevent the introduction of contraband. If a member of the public refuses to be searched, s/he will not be forced to submit unless a search warrant has been obtained, but entry into the secured area of the facility on that occasion shall be denied and s/he may be**

required to leave the premises. A person subject to a clothed body search who is wearing clothing which prevents a thorough clothed body search also shall be denied entry and may be required to leave the premises.

Members of the Public are defined as visitors, volunteers, attorneys, contractors, elected state officials, and anyone else who is not an employee.

A pat-down search is defined as a brief manual and visual inspection of body surfaces, clothing, briefcases, and similar items. The only clothing items that may be required to be removed are outerwear (e.g., coats, jackets, hats) and shoes. All items shall be removed from pockets.

A clothed body search is defined as a thorough manual and visual inspection of all body surfaces, hair, clothing, wigs, briefcases, prostheses, and similar items and visual inspection of the mouth, ears, and nasal cavity. The only clothing items that may be required to be removed are outerwear (e.g., coats, jackets, hats), shoes, and socks; however, all items shall be removed from pockets.

All members of the public shall be required to walk through a screening device or submit to the use of a hand-held screening device prior to entering a CFA institution; however, this requirement may be waived by the Warden for anyone personally escorted by the Warden or his/her designee. Any personal property which is taken inside the security perimeter of a CFA institution shall be searched.

# Vehicles on CFA Facility Property

**VEHICLES ON CFA FACILITY PROPERTY**

**All vehicles that enter the property of a CFA facility must be properly licensed and registered.**

**All vehicles that enter the property and that are operated while at a CFA facility must be operated only by properly licensed and certified individuals.**

**All vehicles that are brought onto CFA facility grounds must be parked in authorized areas only.**

**If a vehicle is discovered in an area of the facility grounds which has been posted against trespassing, the vehicle and its occupants may be detained while the appropriate law enforcement agency is summoned.**

**All vehicles must be properly secured.**

**No keys left inside or outside of the vehicle. Lockable doors**

**and compartments.**

**Securable windows.**

**Vehicles entering in the security perimeter must have the steering wheel secured with a “Club” security device or similar device in accordance with the CFA facility operating procedure.**

**No unauthorized items are to be stored in the vehicle.**

**The appropriate law enforcement agency shall be called whenever a person is found to be in possession of a non-authorized alcoholic beverage, poisonous substance, controlled substance, prescription drug, or weapon(s).**

**Absolutely no weapons are to be carried onto facility grounds or left in a vehicle regardless of whether a valid CCW allows the weapon to be carried.**

**Vehicles are subject to search as follows:**

**If it is suspected that there is contraband in a vehicle on facility grounds that does not belong to an employee, the matter shall be referred to the appropriate law enforcement agency. Employees shall not search the vehicle.**

# Tools and Equipment

### **TOOLS AND EQUIPMENT**

Each Correctional Facilities Administration (CFA) institution is required to control items transported through all pedestrian and vehicle entrances in order to reduce the risk of contraband being brought into the institution, to prevent theft of state property, and to provide a record system for all packages, supplies, and materials brought into or out of the institution.

Employees, vendors, contractors, and individuals engaged in official business carrying items not listed on the list of allowable items must obtain a Gate Manifest (CSJ-404) in order to bring those items through the gates of an institution. This gate manifest is intended for a one time through use.

In the event an item is authorized to be brought through the gates on a daily basis, an Administrative Manifest (CSJ-127) shall be used for this purpose.

A Warden/Deputy Warden may issue an Administrative Manifest to employees carrying authorized items through the gates of his/her facility.

No manifest will be issued for an item specifically prohibited by Department policy or procedure (e.g. cellular telephones, personal pagers, pocket knives).

**All items being brought through the gates into the facility will be searched. This includes items carried in, and those being removed, from the secure perimeter.**

**The person to whom the manifest is issued must present it along with the transported items when entering or departing the secure perimeter.**

**The Department has a specific policy for tool control which categorizes tools into two categories, critical and dangerous tools. Tools must be used, accounted for, secured, and stored in accordance with PD**

#### **4.4.120 Tool Control.**

**Tools, tool boxes, and equipment of contract workers performing services inside an institution shall be inventoried and inspected prior to entry into and exit from the institution. Staff designated to escort workers within the facility shall ensure tools are controlled with proper security and safety procedures and work activities are confined to authorized areas.**

**Critical tools are as follows: Metal cutting tools, including hacksaws, metal cutting blades, chisels, files, bolt cutters, and pipe cutters.**

**Powered hand tools, drills and drill bits. Portable jacks and hoists. Wrenches 14" in length or longer. Acetylene torches, cutting tips, gauges, torch parts, arc welders, plasma cutting equipment. Grinders, emery wheels and abrasive discs. Tubing, pipe and conduit benders. Utility and carpet knives. Explosively driven tools (e.g., ramset guns) and**

**ammunition. Ladders nine feet in height or higher. Wire cutters and other hand tools primarily designed to cut wire.**

**Dangerous tools are as follows: Hand tools readily usable or adaptable as weapons, escape equipment or to defeat locking or security systems. Examples include screwdrivers and pliers. Wrenches less than 14" in length. Ladders less than 9' in length. Emery cloth and sandpaper.**

**Electric grinders not in use shall be locked in place with power positively locked out.**

**Safe handling of tools and equipment by authorized, licensed and certified users is necessary to ensure everyone's safety.**

**OSHA/MIOSHA standards must be maintained.**

**Tools must be properly removed from a CFA facilities secured perimeter if storage is not available inside of the facility.**

**It is the responsibility of a company contracted to perform work at CFA facilities to provide MSDS for all chemicals that will be utilized while working at a facility.**

# Entrance Into and Exit Out of the CFA Facility

### **ENTRANCE INTO AND EXIT OUT OF THE CFA FACILITY**

The facility head will ensure all individuals who are authorized entry into a correctional facility are advised of rules that they must follow while in the facility. The facility head may order any individual who disregards facility rules or the conditions under which entry was approved to immediately leave the facility.

Access is allowable only during approved days and hours of operation for contractors and their employees.

Access that is necessary outside of the approved days and times established for conducting business or completing the work requires special authorization from the facility head.

Use only authorized entrance and exit points into and out of the facility. Individuals who enter into and out of a CFA facility should use the main gate entrance.

Vehicle traffic that enters into and out of a CFA facility will use a sally port entrance. It is at these entrances that you will be registered and/or identified for entry. You and the items you take in or are bringing out will be searched at these points as well.

Staff escorts will be assigned, when necessary, at the point of entrance. You are to remain with the escort until you exit the facilities secured perimeter.

**All areas of a CFA facility are restricted access areas except those which are specifically designated and authorized to complete the work you are there to do.**

**Utilizing authorized entrances/exits when entering or leaving buildings and work locations will aid in keeping workers out of restricted areas.**

**Consequences for non-compliance include being escorted off of the facility property and possibly having authorization for future access revoked by the facility head.**

**Persons found in restricted areas, on CFA facility property, without authorization may be arrested for trespassing under the trespassing laws relevant to corrections.**

**All workers who are expected on site should be present when they are expected. In the case of a no call/no show of expected workers, access may be denied.**

**Contact information will be provided when it is necessary for announcing delay's or absence of workers or work crews.**

**Overtime that is accrued by the facility to provide escorts for expected work within the facility may be charged to the contracted company when the schedule is not adhered to.**

# Personal Protection Devices (PPD)

**PERSONAL PROTECTION DEVICES (PPD)**

The purpose of a PPD is to offer access to an alarm system that alerts staff in the Control Center of the CFA facility that there is a problem and also provides a general location of where the PPD has been activated.

There are some facilities within CFA that do not require a PPD.

When a CFA facility provides a PPD, you will receive information on how to properly operate the PPD.

Generally a PPD has push button alert activation, a pull-pin alert activation or both.

Depending on the facilities operating procedure a PPD may or may not be issued.

CFA facilities require that the PPD be properly worn so that it does not become lost and so that it is accessible by the user.

A PPD is not to be left lying around any where inside or outside of the facility.

The PPD is issued at a designated point within a facility and is returned usually at the same point where it was issued.

**PPD's are considered sensitive items and are accounted for on each shift; therefore, a PPD should not be removed from facility grounds for any reason.**

**Proper use of a PPD requires that it is only activated when staff assistance is necessary.**

**An emergency type situation can occur at any time while inside of a CFA facility. The following is a list of examples which constitutes an emergency:**

**Injury or illness, Assault by a**

**prisoner,**

**Becoming disoriented inside of the facility.**

**Areas covered with the PPD's ability to activate an alarm are determined by each facilities physical plant. Not all areas may be covered by PPD access. Information of this nature will be shared with each person that is required to wear a PPD.**

# When Authorized Items Become Contraband

**WHEN AUTHORIZED ITEMS BECOME CONTRABAND**

Any item that you bring into a CFA facility, which is either on the allowable items list or has been properly authorized using a Gate Manifest/Administrative Manifest, is considered contraband when accessed by an offender.

There are specific items which are brought into the facility for offenders only by using proper channels. Consequences of improper security and control of tools and equipment can include serious physical injury and in the most extreme case even death.

Tools and equipment can be utilized by offenders to commit assaults, attempt escapes or for use in conducting unauthorized activities.

Careful cleanup and accountability of ALL items, including residual parts and pieces that occur as a result of performing proper work procedures, is essential for everyone's safety.

Pick up all nails, screws, wires. Clean up any

broken glass.

Remove and discard binding straps.

Remove every item or properly discard all items in approved disposal containers that are brought inside of a secured perimeter.

Prisoner Contact – Sexual Abuse,  
Sexual Harassment, Overfamiliarity  
and  
**Unauthorized Contact**

***Prison Contact - Sexual Abuse, Sexual Harassment, Overfamiliarity and Unauthorized Contact***

The Michigan Department of Corrections is committed to ensuring the safe and humane treatment of prisoners and a safe environment for all prisoners. An important part of a safe and humane environment includes being free from sexual abuse and sexual harassment.

The Department enforces a zero tolerance standard for staff, contractual employees, and volunteers to engage in sexual abuse, sexual harassment and overfamiliarity with prisoners.

Sexual abuse is a term used to describe certain kinds of prohibited behavior. Sexual abuse includes non-consensual sexual acts and sexual harassment. Based upon an imbalance of power, sexual relationships between staff, contractual employees, and volunteers with a prisoner are NEVER consensual.

Sexual abuse of a prisoner by a staff member, contractor, or volunteer includes any of the following acts, with or without consent of the prisoner:

***Sexual Conduct with Offender or Overly-Familiar or Unauthorized Conduct/Sexual Relationship***

- (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) through (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 a prisoner, detainee, or resident, and (8) Voyeurism by a staff member, contractor, or volunteer which means an invasion of privacy of a prisoner for reasons unrelated to official duties, such as peering at a prisoner who is using a toilet in his or her cell to perform bodily functions; requiring a prisoner to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a prisoner=s naked body or of a prisoner performing bodily functions.**

### ***Sexual Harassment***

Verbal comments or gestures of a sexual nature to a prisoner 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.

### ***Reporting Requirements***

Anyone who observes sexual abuse/sexual harassment or receives an allegation of sexual abuse/sexual harassment, must report it to the appropriate supervisor immediately.

In addition to the Department's policy requirement that all allegations of sexual abuse, including sexual harassment, must be reported the Department is also required by federal and state law to report sexual abuse to outside authorities.

Sexual activity against a prisoner which may constitute a felony shall be reported to appropriate law enforcement authorities. For example, Michigan law MCL 750.520c provides that employees, contractual employees, or volunteers who engage in sexual contact with prisoners can be charged with a felony, Criminal Sexual Conduct in the second degree.

All reported allegations of sexual abuse/sexual harassment, shall be referred to the Internal Affairs section for investigation. All allegations shall also be referred to the Michigan State Police or other appropriate

**law enforcement agency for investigation in accordance with policy and law.**

**In addition to reporting incidents of sexual abuse to the Michigan State Police, the Department must report all allegations of sexual abuse to the county department of social services of the county in which the abuse is suspected of having or believed to have occurred.**

**A contractual employee or volunteer who engages in sexual abuse/sexual harassment will be prohibited from providing services within any Department correctional facility.**

**Remember:**

**Treat any suggestion or allegation of sexual assault, abuse, or contact as serious.**

**A report of sexual abuse by a prisoner is to be kept confidential and shared only according to policy and law.**

### ***Overfamiliarity or Unauthorized Contact***

**The Department also enforces a zero tolerance standard for staff, contractual employees, and volunteers to engage in overfamiliarity with prisoners.**

**Overfamiliarity involves staff, contractual employees, and volunteers engaging in, or attempting to engage in conduct likely to result in intimacy or a close personal relationship with a prisoner. The following**

**behavior between staff, contractual employees, and volunteers and prisoners is prohibited:**

- a. Exchanging personal letters or gifts.**
- b. Requesting or granting special favors.**
- c. Discussing personal matters, unless specifically related to a prisoners case.**
- d. Engaging in horseplay.**
- e. Flirting.**
- f. Addressing each other by first name or a nickname.**

**Overfamiliarity or Unauthorized Contact** with an offender includes the following types of relationships and behaviors:

**Engaging in overfamiliarity with an offender, or a family member or listed visitor of an offender.**

**Having a personal relationship with an offender, the offender's family, or visitors at the facility you are working. Where such cases arise that there is already a personal relationship established prior to working at the facility, this information must be disclosed to include the name, number and location of the offender.**

**Making contact with any offender, family member of an offender or a listed visitor of an offender outside the regular performance of the job.**

**Giving or receiving letters, money, personal mementos, telephone numbers, legal or other services to or from an offender or a family member or a listed visitor of an offender.**

**Conversation of a sexual or romantic nature. Sexual abuse or sexual harassment of an offender's family members or listed visitors.**

**Financial involvement with offenders, family members of offenders, or listed visitors.**

**Giving or receiving messages, pictures or goods.**

**If unavoidable contact is made with an offender, a family member of an offender or a listed visitor of an offender, such contact must be reported in writing to the facility head through proper channels.**

**Allowable contact is defined based on the type of work you are conducting at the CFA facility. Any contact outside of the work you are doing could be inappropriate contact.**

**Offenders may try to have a conversation with you through a fence or by yelling across the yard. DON'T DO IT.**

**Generally an offender will not attempt to have an inappropriate conversation when staff are around.**

**Reporting contact or attempts to contact is required at any time an offender attempts to have a conversation, asks you to do something for them, asks you to bring something to them or asks you to contact someone for them.**

**Consequences of unauthorized contact or overfamiliarity will lead to being escorted out of the facility and possibly not being able to work at any other Department facility.**

**If the overfamiliarity is deemed a felony, the case will be turned over to the Michigan State Police or other appropriate Law Enforcement Agency and could lead to prosecution and incarceration for up to 15 years in prison.**

***Do's and Don'ts of working in a CFA facility are as follows:***

**DO stay with your escorting staff member. DO dress appropriately for your job:**

- Clean shirt and pants**
- Under garments worn**
- Clothing which is loose fitting**
- Clothing which does not expose DO consider where you are working. DO ask questions about everything.**

**DO report everything unusual or questionable. DO refer visitors to staff if they ask questions.**

**Don't leave tools & equipment unsecured. Make sure tools are inventoried.**

**Don't talk or visit with prisoners.**

**Don't do anything if the emergency siren sounds. You will receive direction from staff on what action to take.**

**Don't come to the facility without proper identification.**

**Don't bring any controlled items such as, butane lighters, knives, liquor, weapons, ammunition, dice, cameras or anything else into the prison.**

**Don't give money, cigarettes or any other items to prisoners.**

**Don't accept gifts or take anything from prisoners.**

**Don't carry any items of mail into or out of the prison for any prisoners.**

**Don't enter any area of the prison without staff permission or escort. Don't forget you may be searched at any time entering, exiting or while you are inside the prison.**

**Don't bring any of the following items to the prison in your vehicle: firearms, weapons, ammunition, liquor or cameras.**

**Don't leave your keys in your vehicle.**

**Don't leave your vehicle unsecured (unlocked) on prison property. Don't attempt to enter or exit the prison at any place other than where you are instructed to do so by staff.**

**Don't smoke or (chew tobacco) on prison property.**

**Don't forget to ask for staff assistance if you don't understand any of these rules.**

# Emergencies

### **EMERGENCIES**

Sirens sounding inside of a CFA facility indicate a number of situations depending on what the siren sounds like.

The procedures to follow when a siren is sounded will be issued to you from the facility you are working.

Staff will direct you on what to do and where to go.

Each CFA facility is required to conduct a siren test monthly which may require non-employee's of the facility to exit the secured perimeter. This will cause a "work stop" for a couple of hours when this occurs.

When medical emergencies occur you should report it verbally to the nearest staff member, activate your PPD or use a nearby telephone. Do not attempt to leave the area unless none of the options mentioned are available.

## Work Site Protocols

## **WORKSITE PROTOCOLS**

**Harassment of any kind is not tolerated at any Department facility.**

**The definition that the Department recognizes as being discriminatory harassment is: Unwelcome advances, requests for favors, and other verbal or non-verbal communication or conduct (e.g., comments, innuendo, threats, jokes, pictures, and gestures) based on race, color, national origin, disability, sex, sexual orientation, age, height, weight, marital status, religion, genetic information or partisan considerations.**

**Forms of harassment include but are not limited to: discriminatory harassment and sexual harassment.**

**Consequences of harassment are both personal and professional. Such actions can lead to civil suits as well as felony convictions.**

**Reporting harassment (i.e. victim of or witness to) should be done through proper channels. Any supervisor at a CFA facility is trained in proper reporting of complaints.**

**Authorized break areas/restrooms are to be the only areas utilized by non-employees of CFA facilities. This will help to ensure that restricted areas are not visited by unauthorized personnel.**

**Telephones for personal and business use will be as directed by the facility head.**

**Health care staff is not available for the purpose of providing care to anyone at CFA facilities except offenders.**

**Onsite care is not authorized for use unless it is a life or death emergency.**

**Locations that are available within the community can be utilized in accordance with their policies and ambulance services, if necessary, will be utilized in accordance with their policies as well.**

**CFA facilities have a Warden and Administrators assigned to act as facility heads. The Warden is the facility head and when absent assigns their designee.**

**The facility head has full rights to the facility. Some of those rights include and are not limited to:**

**Revoking permissions.**

**Adjusting authorities.**

**Alter working hours and days.**

**All items and personnel that are allowed inside. Tours are not allowed**

**without explicit authorization.**

**Proper authority is necessary for all activities and items as well as personnel for entrance into, exit out of and while on the grounds of any facility.**

**The facility Inspector is the person of contact for all questions, concerns and approvals.**

**Contact information for key personnel of the facility should be made available while you are working at the CFA facility.**

**Work place safety is covered by Civil Service Commission Rule 2-20.**

**Rule 2-20 prohibits employees from (1) engaging in acts of violence and threats of violence and (2) possessing or carrying firearms or explosives unless expressly authorized by the appointing authority.**

**Rule 2-20 requires employees to report violations involving acts or threats of violence or possessing or carrying firearms or explosives. If an employee becomes aware of an act of violence or a threat of violence, the employee shall immediately report the act or threat to the appointing authority or the appointing authority's designee.**

**Consequences of violating Rule 2-20 will include being escorted from facility grounds, possibly not being approved for work at any Department facility and may be referred to the Michigan State Police or other appropriate Law Enforcement Agency which could lead to a felony conviction.**

**Health and Safety requirements.**

**The Department is required by OSHA/MIOSHA standards to ensure the safety of its employees be maintained in accordance with applicable standards.**

**Reporting violations, hazards, emergencies and concerns should be done through proper channels which begins with the CFA facility head.**

**Consequences of non-compliance to MIOSHA standards, Department rules and any other applicable entity will be determined based on the circumstances and the issue at hand as well as in accordance with the stated standards.**

# Conclusion

## **CONCLUSION**

**After completing this training it may seem as if there are so many rules to working inside a CFA facility that it may be intimidating. To simplify things remember these keys:**

**You are working inside of a correctional facility (a prison) where everything you say and do will be observed.**

**If you have contact with offenders, offender's families etc. outside of your regular job duties report it to your supervisor.**

**If you are unsure about anything ask a staff member for assistance.**

**Don't give or leave anything for an offender and don't take anything from an offender.**

**The remainder of the orientation program should be used to answer and/or clarify any questions and to address other issues which may be specific to a particular work site.**

## **ACKNOWLEDGMENT**

I acknowledge that I have received a copy of, have read, understand and agree to abide by the CFA Security Regulations and PREA Federal Register. If I have any questions, I will ask my supervisor/manager.

---

Print Employee Name

Employee Signature

Date

# STATE OF MICHIGAN

Contract No. 200000002242  
Temporary Medical Staffing Services - Statewide

## SCHEDULE G

### MDOC VENDOR HANDBOOK FOR VENDOR EMPLOYEES ENTERING A SECURE FACILITY (Rev. 9-28-2016)

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:** 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.

**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. 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 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. Any prisoner who approaches an Employee and requests that contraband be brought into the facility must immediately report the request through his/her chain of command.
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. Any prisoner who approaches an Employee and requests that contraband be brought onto facility grounds must immediately report the request through his/her chain of command.
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, or destroy documents 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.

\_\_\_\_\_  
Print Employee Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
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, Sneezeze, 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/creamer/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/creamer/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.