



STATE OF MICHIGAN PROCUREMENT

Department of Corrections

206 E. Michigan Avenue, Lansing, MI 48933

PO Box 30003, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number 5
to
Contract Number 472B6600003

CONTRACTOR	Professional Consulting Services, Inc.
	306 W. Michigan Ave.
	Jackson, MI 49201
	Michael J. Halacka
	(517) 768-9200
	mhalacka@pcsjxn.com
	CV0005364

STATE	Program Manager	Greg Johnson	MDOC
		(517) 265-3900	
		JohnsonG16@michigan.gov	
	Contract Administrator	Lisa Lehnert	MDOC
		(517) 335-4904	
		LehnertL@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Reentry Project for Offenders with Special Needs				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
December 1, 2015	November 30, 2018	Two – one year	August 31, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 31, 2021
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$37,945,000.00		\$500,000.00	\$38,445,000.00	
DESCRIPTION: Effective August 24, 2021, the State is increasing the contract value by \$500,000.00.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Approval, and State Administrative Board approval on August 24, 2021.				

FOR THE CONTRACTOR:

Professional Consulting Services, Inc.
Company Name

E-SIGNED by Michael Halacka
on 2021-08-21 11:21:49 EDT

Authorized Agent Signature

Michael Halacka

Authorized Agent (Print or Type)

2021-08-21 11:21:49 UTC

Date

FOR THE STATE:

E-SIGNED by Lia Gulick
on 2021-08-24 16:14:11 EDT

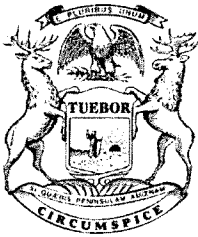
Signature

Lia Gulick, Deputy Director
Name & Title

Department of Corrections
Agency

2021-08-24 16:14:11 UTC

Date



STATE OF MICHIGAN PROCUREMENT

Department of Corrections

206 E. Michigan Avenue, Lansing, MI 48933

PO Box 30003, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number 4

to

Contract Number 472B6600003

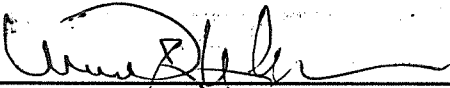
CONTRACTOR	Professional Consulting Services, Inc.
	306 W. Michigan Ave.
	Jackson, MI 49201
	Michael J. Halacka
	(517) 768-9200
	mhalacka@pcsjxn.com
	CV0005364

STATE	Program Manager	Greg Johnson	MDOC
		(517) 265-3900	
		JohnsonG16@michigan.gov	
	Contract Administrator	Lisa Lehnert	MDOC
		(517) 335-4904	
		LehnertL@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Reentry Project for Offenders with Special Needs				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
December 1, 2015	November 30, 2018	Two – one year	November 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Nine-month	August 31, 2021
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$37,245,000.00		\$700,000.00	\$37,945,000.00	
DESCRIPTION: Effective October 27, 2020, the State is extending the Contract nine months and increasing the contract value by \$700,000.00. The revised expiration date is August 31, 2021. The 270-day extension is allowed per Standard Contract Term #25.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Approval, and State Administrative Board approval on October 27, 2020.				

FOR THE CONTRACTOR:

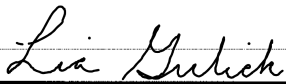
Professional Consulting Services, Inc.
Company Name


Authorized Agent Signature

Michael J. Halacka, CEO
Authorized Agent (Print or Type)

10.15.20
Date

FOR THE STATE:


Signature

Lia Gulick, Deputy Director
Name & Title

Michigan Department of Corrections
Agency

10/27/2020
Date



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Corrections

206 E. MICHIGAN AVENUE., LANSING, MICHIGAN 48933
P.O. BOX 30033 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **472B6600003**

CONTRACTOR	Professional Consulting Services, Inc.
	306 W. Michigan Ave.
	Jackson, MI 49201
	Michael J. Halacka
	(517) 768-9200
	mhalacka@pcsjaxn.com
	4259

STATE	Greg Johnson	MDOC
	(517) 265-3900	
	JohnsonG16@michigan.gov	
	Marti Kay Sherry	MDOC
	(517) 335-2076	
	Sherrym@michigan.gov	
	Lisa Lehnert	MDOC
	(517) 335-4904	
	LehnertL@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Reentry Project for Offenders with Special Needs				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGES NOTED BELOW	
December 1, 2015	November 30, 2018	Two – one year	November 30, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	Two – one-year	<input type="checkbox"/>		November 30, 2020
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$21,495,000.00		\$15,750,000.00	\$37,245,000.00	
DESCRIPTION: Effective October 30, 2018, the State is exercising both option years and the contract value is hereby increased by \$15,750,000.00. The revised contract expiration date is November 30, 2020.				
The following language changes are incorporated into this Contract:				
Section 2. Service Point 9 Targeted Timeframe is hereby revised to "Care Coordinators must provide a minimum of one monthly contact for all offenders. Offenders paroled from the RTP or inpatient levels of care will require weekly direct (in-person or via telephone) contacts until they have attended a community-based mental health contact. All offenders releasing with identified				

mental health needs must attend an initial mental health appointment within 21 days of release."

Section 3. J. (3) is hereby revised to "The Contractor and subcontractor must verify and document whether a staff member assigned to the Contract is related to or acquainted with an offender receiving services under this Contract. For staff who are related to or acquainted with an offender, the Contractor's staff member must complete the Offender Contact Exception Request (CAJ-202) and submit it to the MDOC Program Manager or designee. The Contractor must ensure its staff complete the form and notify the MDOC Program Manager of any changes throughout the contract term. The Contractor must maintain a copy of the form in the employee's personnel file for auditing purposes."

The following requirements are hereby added to Section 3. J. as requirements (6) through (13):

- (6) No active police warrants or pending charges on any staff assigned to this contract, including subcontractors.
- (7) Contractor staff may not be under Federal, State or local jurisdiction as an offender. Felony ex-offenders will not be considered as contracted staff until they have been discharged from all sentences, including parole and probation supervision. MDOC reserves the right to approve or decline applicants who have been involved in the criminal justice system depending on the circumstances.
- (8) Not under investigation or under disciplinary action of the Michigan Department of Licensing and Regulatory Affairs, unless approved by the appropriate MDOC Program Manager.
- (9) Contractor staff that provide direct services to offenders (prisoner, parolee, probationer), handle or may have access to offender records, or provides supervisory services to staff performing these functions, must complete the Law Enforcement Information Network (LEIN) Form at the start of the contract and annually thereafter, as directed by the Michigan Department of Corrections.
- (10) The completed LEIN Information Form must be sent to the MDOC-IntegratedCare-LEINS@michigan.gov and approved by MDOC prior to Contract staff working with MDOC offenders. There is no cost associated with the LEIN. The LEIN form will be provided to the Contractor.
- (11) Subcontractor staff that provide direct services to offenders (prisoner, parolee, probationer), handle or may have access to offender records, or provides supervisory services to staff performing these functions, must clear a background check at the start of the contract and annually thereafter. The background check must include the Michigan State Police Internal Criminal History Access Tool (ICHAT), or the municipal/federal equivalent. The Contractor must maintain a copy of the background check(s) for auditing purposes.
- (12) Contractor staff may be required to complete and submit an RI-8 Fingerprint Card for Finger Print Checks to the MDOC.
- (13) The Contractor must provide contract services to transgender and non gender conforming offenders.

NEW SECTION 3. K. "Training" – The following requirement is hereby added to the contract "The Contractor's staff are required to successfully complete MDOC In-service training in accordance with the requirements set forth in the MDOC's annual training plan."

Section 11. A. (5) Corrective Action Process is hereby revised to "Upon request of the MDOC, the Contractor will develop a detailed corrective action plan and submit to the State-MDOC CCI or designee within 15 days of notification from the State-MDOC to address deficiencies when compliance thresholds are not met. The remaining language in (5) remains the same."

Section 11. C. (3) a. is hereby revised to "Indicator: Offenders releasing to the community have attended a mental health appointment within 21 days of release from prison."

Section 11. C. (3) c. is hereby revised to "Acceptable Standard: Threshold of 90% of offenders releasing with identified mental health needs have attended an initial mental health appointment within 21 days of release to the community."

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and State Administrative Board approval on October 30, 2018.

CHANGE NOTICE NO. 3 TO CONTRACT NO. 472B6600003

FOR THE CONTRACTOR:

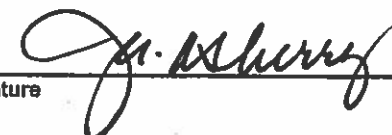
Professional Consulting Services, Inc.
Company Name


Authorized Agent Signature

Michael J. Halonen
Authorized Agent (Print or Type)

11-14-18
Date

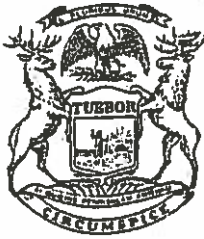
FOR THE STATE:


Signature

Jeri-Ann Sherry, Deputy Director
Name & Title

Department of Corrections
Agency

11/21/18
Date



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Corrections
206 E. MICHIGAN AVENUE, LANSING, MICHIGAN 48933
P.O. BOX 30033 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **472B6600003**

CONTRACTOR	Professional Consulting Services, Inc.
	306 W. Michigan Ave.
	Jackson, MI 49201
	Michael J. Halacka
	(517) 768-9200
	mhalacka@pcsxn.com
	4259

STATE	Contract Manager	Greg Johnson	MDOC
		(517) 265-3900	
		JohnsonG16@michigan.gov	
	Buyer	Marti Kay Sherry	MDOC
		(517) 335-2076	
		Sherrym@michigan.gov	
	Contract Administrator	Lisa Lehnert	MDOC
		(517) 335-4904	
		LehnertL@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Reentry Project for Offenders with Special Needs				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
December 1, 2015	November 30, 2018	Two – one year	November 30, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$21,000,000.00	\$495,000.00	\$21,495,000.00		
DESCRIPTION: Effective September 25, 2018, the contract value is hereby increased by \$495,000.00.				
Please note the Contractor Manager's telephone number has been changed.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement.				

FOR THE CONTRACTOR:

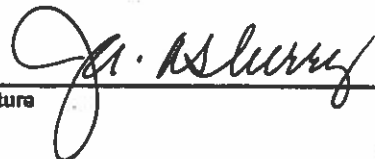
Professional Consulting Services, Inc.
Company Name


Authorized Agent Signature

Michael J. Hovack
Authorized Agent (Print or Type)

9-24-18
Date

FOR THE STATE:


Signature

Jeri-Ann Sherry, Deputy Director
Name & Title

Department of Corrections
Agency

9/25/18
Date



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Corrections

206 E. MICHIGAN AVENUE., LANSING, MICHIGAN 48933
P.O. BOX 30033 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 1
to
Contract Number 472B6600003

CONTRACTOR	Professional Consulting Services, Inc.
	306 W. Michigan Ave.
	Jackson, MI 49201
	Michael J. Halacka
	(517) 768-9200
	mhalacka@pcsxn.com
	4259

STATE	Michigan Contract Manager	Greg Johnson	MDOC
		(517) 265-3900	
	Michigan Contract Admin	JohnsonG16@michigan.gov	
		Marti Kay Sherry	MDOC
	Michigan Contract Admin	(517) 373-9143	
		Sherrym@michigan.gov	
	Michigan Contract Admin	Lisa Lehnert	MDOC
		(517) 335-4904	
	Michigan Contract Admin	LehnertL@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Reentry Project for Offenders with Special Needs				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
December 1, 2015	November 30, 2018	Two – one year	November 30, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$21,000,000.00		\$0.00	\$21,000,000.00	
DESCRIPTION: Effective January 23, 2017, the following language changes are incorporated into this Contract:				
Add "Max Out" - This information will be added on pg. 7-8 of the contract under "Duration of Services" as (3) (c) and will read "D47 and D48 cases that are provided a continuance, not approved for parole, or otherwise removed from parole consideration will receive pre-release planning by the Contractor if the decision is made less than 60 days from the prisoner's maximum				

discharge date. Compensation for pre-release planning shall include "Pre-release planning" and "Day of release" payments (commensurate to 30% of D47 case rate or 40% of D48 case rate)."

Section 2. L. "Discharge Process/Requests for Extensions" – The language in this section has been revised to "If an offender is deceased, the discharge summary report must be submitted within 14 days of the date of death. If an offender is on abscond or detainee status, a discharge summary report or a written statement of rationale against case closure must be submitted within 14 days of the offender absconding or being detained."

Section 4. "Subcontractors" – The language in Section 4. A. (1) has been revised to read "The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide." The statement regarding information concerning subcontractor's ability to provide the Contract Activities has been removed from A. and included in B of that section. Item B will now read "When applicable, the Contractor is encouraged to utilize a selective bid process in an effort to control service costs. When that bid process is used, information concerning a subcontractor's ability to provide the Contract activities should be solicited."

Exhibit B – Pricing – It should be noted that for the Service Category: Paroles – Mentally III/D47 and Parolees - Medically Fragile/D48 that the 10% PRE-RELEASE PLANNING will be paid to the Contractor upon the Parole Board designation of D47 or D 48 status and not upon receipt of the needs assessment. All cases removed from the D47 or D48 program prior to the submission of a needs assessment by the State-MDOC will have to provide a pro-rated refund of the 10% pre-release planning payment refunded back to the State-MDOC by the Contractor.

Please note the Program Manager has been changed to Greg Johnson.

Please note the Contractor Administrator has been changed to Lisa Lehnert.

Please note the addition of a Contract Manager is being made as a result of the Department of Corrections' new Procurement, Monitoring and Compliance Division. This division will be standardizing its practices around contract management and monitoring. For program issues, continue to contact the Program Manager.

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

CHANGE NOTICE NO. 1 TO CONTRACT NO. 472B8800003

FOR THE CONTRACTOR:

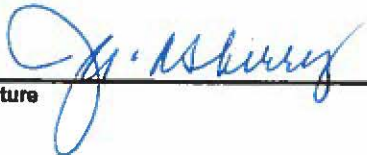
Professional Consulting Services, Inc.
Company Name


Authorized Agent Signature

Michael J. Halaika
Authorized Agent (Print or Type)

1-31-17
Date

FOR THE STATE:


Signature

Jeri Ann Sherry, Deputy Director
Name & Title

Department of Corrections
Agency

2/1/17
Date

STATE OF MICHIGAN
 DEPARTMENT OF CORRECTIONS
 BUREAU OF HEALTH CARE SERVICES
 P.O. BOX 30003, LANSING, MI 48909
 OR
 206 E. MICHIGAN AVE., LANSING, MI 48933

NOTICE OF CONTRACT NO. 472B6600003

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR		PRIMARY CONTACT		EMAIL
Professional Consulting Services, Inc. 306 W. Michigan Ave. Jackson, MI 49201		Michael J. Halacka		mhalacka@pcsjxn.com
		PHONE		VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
		517-768-9200		4259
STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	Corrections	Michael J. Davis	734-449-3897	DavisM24@michigan.gov
CONTRACT SUMMARY				
DESCRIPTION:				
Reentry Project for Offenders with Special Needs				
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	
Three Years	12/01/2015	11/30/2018	Two, One-Year	
PAYMENT TERMS	F.O.B.	SHIPPED TO		
Net				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MISCELLANEOUS INFORMATION:				
THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #47215B0005230. Orders for delivery will be issued directly by the Department of Corrections through the issuance of a Purchase Order Form.				
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$21,000,000.00		

For the Contractor:



Michael J. Hatacka

11-23-15

Date

For the State:



Jeri Ann Sherry, Deputy Director

11/2/15

Date

STATE OF MICHIGAN

Reentry Project for Offenders with Special Needs

EXHIBIT A STATEMENT OF WORK CONTRACT ACTIVITIES

1. GENERAL PROGRAM CONSIDERATIONS

Definitions

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

"Additional Service" means any services/deliverables within the scope of the Contract, but not specifically provided under Contract Activities, that once added will result in the need to provide the Contractor with additional consideration.

"Affordable Care Act" means the Patient Protection and Affordable Care Act of 2010, a comprehensive health reform law enacted in March 2010 intended to increase the quality and affordability of health insurance and lower the uninsured and reduce the costs of healthcare through Federal program changes, regulatory reforms, and increased subsidization of public and private health insurance for the low and moderate income uninsured.

"Care Coordinator" means positions that will navigate the health and human services structures to ensure the offender has access to timely and quality services. Responsibilities will include developing a community support structure with access to appropriate health care and health improvement services for the population of offenders with special needs; and to work within the collaborative framework of Prisoner Reentry to ensure that offenders with special needs are prepared and supported in a manner that enhances and sustains community stability.

"Chronic Failure" means a frequent breakdown of one or more processes within a system. A Chronic Failure at a singular level is seemingly low-cost events, but over the life of the system they have the potential to add up to significant losses.

"Co-morbid" means the presence of more than one mental health and/or physical health disorder in an offender.

"Corrective Action Plan" means the Contractor's written response to any deficiencies discovered in the course of Contract monitoring and the plan for resolution to those deficiencies.

"Critical Incident" means any event outside the usual realm of practice that may undermine the integrity of program services.

"D-47" means the Parole Board Action (Deferred - Code 47) for an offender with mental illness who is being considered for parole but the decision is "Deferred" pending further review. Offenders in this category have mental health needs that may require specialized interventions, such as adult foster care or assistance with the administration of psychotropic medications. For these offenders, ensuring the continuity of mental health services is critical to community stability.

"D-48" means the Parole Board Action (Deferred - Code 48) for an offender with medical fragility that is being considered for parole but the decision is "Deferred" pending further review. Offenders in this category have a chronic physical condition which impairs their functional ability and results in a prolonged reliance on medical care. This population may need adult foster care, nursing home or medical room and board placements.

"Days" means calendar days unless otherwise specified.

"Detainer" means a request filed by a criminal justice agency with the institution in which an offender is incarcerated, asking the institution either to hold the offender for the agency or to notify the agency when release of the offender is imminent.

"Healthy Michigan Plan" means Michigan's Medicaid expansion program authorized through the ACA. The Healthy Michigan Program as of April 1, 2014, will provide Medicaid eligibility to uninsured citizens with income below 138.0% of the Federal Poverty Level.

"HIPAA" means the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II). HIPAA requires the Department of Health and Human Services (HHS) to establish national standards for electronic healthcare transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The Contractor must comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated thereunder.

"Holmes Youthful Trainee Act - (HYTA)" means the 1967 Michigan Statute that allows judges to place youth between 17 and 20 years of age in prison or on probation without a conviction to avoid a criminal record. The HYTA protects the privacy of the offender while on trainee status. If the trainee successfully completes the program, there is no criminal record. Imprisonment or probation cannot exceed three years.

"Key Personnel" means any personnel designated in the Contract Activities.

"Mental Health Code" means the compilation of State laws governing the management and delivery of mental health services in the State of Michigan. These laws were first codified by Act 258 of the Public Acts of 1974.

"Needs Assessment/Aftercare Plan" means a comprehensive document that is the basis of transition planning. The Needs Assessment/Aftercare Plan details the offender needs and, the plan and identified providers, in areas of housing, physical health, mental health, substance abuse, benefits, family relationships, employment, education and legal.

"Offender" means a male or female person age 16 or above currently under the jurisdiction of the Michigan Department of Corrections (State-MDOC) as a prisoner (housed at correctional facilities), probationer or parolee supervised in the community setting. Offender may also refer to those recently discharged from the State-MDOC's supervision.

"Parole" means the term of supervised release following incarceration in a State-MDOC prison. Parolees are supervised by State-MDOC Parole Agents. Parolees remain under the jurisdiction of the Parole Board rather than the sentencing judge. A parolee can be returned to prison for violations of conditions of parole or new criminal behavior.

"Probation" means a term of community supervision and monitoring under the jurisdiction of the Michigan Court rather than the Parole Board.

"Prison" means a State-MDOC run correctional facility for offenders sentenced to more than one year of incarceration. State prisons tend to hold offenders of the same security level for long periods of time unlike jails which have very diverse populations that turn over rapidly.

"Pre-Sentence Investigation Report – (PSI)" means a report required by statute to be completed by the State-MDOC Field Operations Administration (FOA) Probation Agents on all offenders convicted of a felony. Includes background on the offender including prior criminal history, family, education, employment, physical and mental health status and a sentence recommendation to the judge which must comply with several State-MDOC policies and procedures.

"Re-entry Project for Offenders with Special Needs - (RPOSN)" means a program for offenders with mental illness, medical fragility, intellectual disabilities or other special needs who require programming and specialized planning, placement and support services to ensure public safety and maximize opportunities for the offender's successful transition and reintegration to the community.

"Referral" means the process of requesting care coordination from the Contractor. Prison-based deferred parole (D-47 and D-48) and HYTA cases will be referred through submission of a Needs Assessment to the Contractor. Community-based parole cases will be referred through the approval of the State-MDOC CCI or designee.

"Services" means any function performed for the benefit of the State-MDOC.

"State" means the State of Michigan, including its departments, divisions, agencies, sections, commissions, officers, employees, and agents.

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

"Subcontractor" means a company the Contractor delegates performance of a portion of the services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

"Transition Plan" means a written document describing the Contract startup plan. This plan should document high level milestones, deliverables, key activities for the transition phase, critical tasks, and the person responsible for those tasks.

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

"Work in Progress" means a deliverable that has been partially prepared, but has not been presented to the State-MDOC for approval.

The Mission of Prisoner Reentry and RPOSN is to significantly reduce crime and enhance public safety by implementing a seamless system of services for offenders from the time of their entry to prison through their transition, community reintegration and aftercare in their communities.

The Vision of Prisoner Reentry and RPOSN is to reduce crime by implementing a seamless plan of services and supervision developed with each offender, delivered through State and local collaboration, from the time of their entry to prison through their transition, reintegration and aftercare in the community.

Program Goals

- (a) Public safety - Reduce the threat of harm to persons and their property by releasing offenders in the communities to which those offenders return through structured supervision, care coordination services and planned community supports.
- (b) Reduce recidivism - Provide effective risk management and treatment programming for offenders through planning that highlights individual need for varied services that support the offender with maintaining self-sufficiency in the community.
- (c) Maximize community resources – Develop partnerships with community providers to ensure an adequate supply of support to offenders, regardless of locale.
- (d) Cost-effectiveness – Optimize opportunities for cost savings through aggressive utilization and reimbursement via alternative funding sources.

Care coordinators are expected to provide or facilitate services for the special needs offender population including, but not limited to:

- (a) Housing (Adult Foster Care, Rental Subsidy)
- (b) Prescriptions/Medication Reviews
- (c) Durable Medical Equipment
- (d) Mental Health Treatment
- (e) Medical Procedures
- (f) Dental Procedures
- (g) Family Interventions
- (h) Substance Abuse Treatment
- (i) Employment Services
- (j) Legal (Guardianship, Advocacy, Fiduciary)
- (k) Transportation
- (l) Incidental Expenses (Toiletries, Clothing, Vouchers, Food Assistance)
- (m) Supportive Interventions to Address Criminogenic Risk Factors
- (n) Benefits/Entitlement Applications

Affordable Care Act

The Affordable Care Act makes the vast majority of offenders eligible for Medicaid and/or subsidized coverage on parole or release from the State-MDOC. The Contractor must coordinate Medicaid coverage for referred special needs offenders, and ensure that other entitlements and community supports are in place as part of the discharge planning process. This includes, but is not limited to Medicaid applications, ensuring the offenders are linked with a health plan, applying for food assistance, and identifying other community supports and benefits that are available.

The State-MDOC has put into effect a program tasked with screening and processing Medicaid benefits for offenders as part of the State's Healthy Michigan Initiative. Future Contractors with the State-MDOC will be expected to assist in this effort as needed throughout the course of the Contract.

Federal and State Entitlement Programs

Many special needs offenders returning to the community will also qualify for Medicare, SSI/SSDI, VA benefits, or other State and Federal entitlement programs. The Contractor must screen and process special needs offenders prior to custodial release from the State-MDOC for any other qualifying entitlements in addition to applications for Medicaid coverage, and ensure that these provisions are in place as part of the discharge planning process.

Target Populations

The targeted populations include special needs offenders with chronic health and/or mental health conditions that require intensive care coordination that would include an individualized wraparound plan that assures their access to necessary medical and mental health care services, and links them with other needed services and supports. The coordination needs to be comprehensive and address all of the necessary services and supports that the offender would require.

- (1) Medically Fragile (D48) – Offenders in this category have a chronic physical condition which impairs their functional ability and results in a prolonged reliance on medical care. This population may need specialized adult foster care, nursing home, or medical room and board placements.
- (2) Mentally Ill (D47) - Offenders in this category have mental health needs that may require specialized interventions, such as adult foster care or assistance with the administration of psychotropic medications. For these offenders, ensuring the continuity of mental health services is critical to community stability.
- (3) The State-MDOC anticipates that some offenders will have an intellectual disorder co-occurring with the criteria used to qualify an offender as either Medically Fragile (D48) or Mentally Ill (D47). The Contractor must have the capability to address the specialized needs of this population, ensuring that appropriate services are available to facilitate successful community reintegration. The State-MDOC reserves the right to refer offenders with Intellectual Disability as a discretionary Special Need population.

Other Applicable Offender Populations

- (1) The State-MDOC Parole Board reserves the right to identify potential offenders as special needs participants, regardless of whether they are current or former recipients of mental health services.
- (2) The State-MDOC reserves the right to designate additional categories of special needs offenders to reflect the needs of the State-MDOC.

Service Plans for RPOSN

- (1) Prison-Based Referrals
 - (a) Full-Term Paroles
Most offenders served under the Contract will begin a two-year parole term on the day they are released from prison. All offenders paroled as Medically Fragile (D48) or Mentally Ill (D47) may be served under this contract throughout their entire parole term.
 - (b) Short-Term Paroles
Some offenders served under the Contract will begin an abbreviated parole term on the day that they are released from prison. All offenders paroled as Medically Fragile (D48) or Mentally Ill (D47) may be served under the Contract only for the duration of the abbreviated parole term.
 - (c) Offenders Releasing Under Holmes Youthful Trainee Act
Youthful trainees that have been sentenced under the Holmes Youthful Trainee Act (HYTA) and are releasing to State-MDOC probation supervision may receive service under the Contract if they meet Medically Fragile or Mentally Ill offender criteria.

Community Referrals

- (1) **Criteria for a Community-Based Referral**
Community-based service referrals originate from State-MDOC FOA staff. These referrals must be made to the State-MDOC Contract Compliance Inspector (CCI) or designee and must include a rationale for the request that demonstrates how the offender qualifies for service under one of the identified target populations. The State-MDOC CCI or designee approval is required before a case can be accepted for service. To be eligible for admission as a community-based referral, the offender in question must meet all of the following criteria listed below:
 - (a) The offender has not been served as part of the RPOSN program on the current term of supervision;
 - (b) The offender has an identified and documented special need;
 - (c) The request is in response to factors that directly impact community stabilization.

For all community-based referrals, the Contractor must complete an Aftercare Plan that addresses the concerns identified in the referral (see Minimum Standards of Care).

Duration of Services

The RPOSN program identifies a 180-day standard plan for services for all offenders. The 180-day plan for service applies to offenders releasing from custody to the community on State supervision and offenders already in the community under State supervision received as community referrals. The 180-day plan for service includes the following exceptions:

- (1) The service period may be terminated by the State-MDOC Program Manager or designee at any time during the standard plan for service following consultation with the State-MDOC FOA. The service period may be terminated if the offender is detained by any local, State or Federal justice or correctional agency, or determined to be on absconder status.
- (2) The service period may be extended as deemed necessary by the State-MDOC CCI or designee following request and in response to documented factors that directly impact the offender's ability to successfully achieve or maintain community stabilization. The State-MDOC anticipates that approximately 15-25% of offenders served will require an extension of services during the term of State-MDOC supervision.
- (3) The service period will be terminated on the date the offender is discharged from State-MDOC supervision at the completion of their maximum parole or probation term.
 - (a) **Criteria for Extensions Beyond 180 Days**
The Contractor may request, in writing to the State-MDOC, 30-, 60- or 90-day extensions of the 180-day standard plan for service throughout the course of an entire parole or probation term. Extensions must take the form of a written request that outlines documented factors that directly impact the offender's ability to maintain community stabilization. Extension requests may be submitted at any time throughout the parole term but are required at least 14 days prior to the end of a service plan when an extended plan for service is anticipated. Extensions may be approved following State-MDOC CCI or designee review of request and consultation with State-MDOC FOA.

The State-MDOC acknowledges the Contractor cannot prevent all instances of crises or decompensation, and these may, at times, occur after closure of the case. Following successful or unsuccessful closure, the Contractor must utilize the 30-, 60-, or 90-day extension option during any current term of supervision to promote community re-integration and adjustment. In such a request, the Contractor must clearly state why the goals and objectives have not been met and provide a detailed action plan, describing steps to be taken to complete these in the ensuing extension. If the request is in response to a crisis, this should also be described and a detailed action plan should identify steps that will be taken to remedy the situation.
 - (b) **Case Closure**

At the conclusion of an approved plan for service, the Contractor must, within seven days, submit a discharge summary recommending a status of successful or unsuccessful based on the criteria outlined below:

(i) Successful

The Contractor, in collaboration with State-MDOC FOA staff, determines that the offender has demonstrated cooperation with the RPOSN plan for service, and/or achieved sufficient progress on Aftercare Plan goals and objectives in order to maintain community stability.

The offender has successfully discharged from State-MDOC supervision.

(ii) Unsuccessful

The Contractor, in collaboration with State-MDOC FOA staff, determines that the offender has demonstrated a lack of cooperation with the RPOSN plan for service, and/or made insufficient progress on Aftercare Plan goals and objectives.

The offender has been detained or has absconded, and upon State-MDOC CCI or designee review, they have been removed from the program.

The offender has returned to the custody of the State-MDOC.

All Discharge Approval Request must include the time and date of review with the assigned State-MDOC FOA Field Agent. The State-MDOC reserves the right to terminate any case as an unsuccessful closure at any time during the approved plan for service, and to act as the final arbiter of any case-related disputes.

Service Area for Reentry Project for Offenders with Special Needs

The Reentry Project for Offenders with Special Needs (RPOSN) is designed to facilitate the successful reentry to the community for offenders deemed to be at high risk of return to prison due to mental illness, crime, substance abuse, or other issues. These services are provided at the following correctional facilities:

State-MDOC Prison Facilities		
Facility	Address	Services
Alger Correctional Facility (LMF)	N6141 Industrial Park Drive Munising, MI 49862	CSI (Counseling Services and Intervention)
Baraga Correctional Facility (AMF)	13924 Wadaga Road Baraga, MI 49908	CSI
Bellamy Creek Correctional Facility (IBC)	1717 W. Bluewater Highway Ionia, MI 48846	CSI, OPT
Brooks Correctional Facility (LRF)	2500 S. Sheridan Rd. Muskegon, MI 49442	CSI, OPT
Carson City Correctional Facility (DRF)	10274 Boyer Road Carson City, MI 48811	CSI, OPT
Central Michigan Correctional Facility (STF)	320 N. Hubbard St. Louis, MI 48880	CSI, OPT
Chippewa Correctional Facility (URF)	4269 W. M-80 Kincheloe, MI 49784	CSI, OPT
Cooper Street Correctional Facility (JCS)	3100 Cooper Street Jackson, MI 49201	CSI, OPT
Detroit Reentry Center (PRF)	17601 Mound Road Detroit, MI 48212	CSI, OPT
Duane Waters Health Center (DWH)	3855 Cooper Street Jackson, MI 49201	CSI, OPT, INFIRMARY
Egeler Reception and Guidance Center (RGC)	3855 Cooper Street Jackson, MI 49201	CSI, OPT
G. Robert Cotton Correctional Facility (JCF)	3500 N. Elm Road Jackson, MI 49201	CSI, OPT
Gus Harrison Correctional Facility (ARF)	2727 E. Beecher Adrian, MI 49221	CSI, OPT, RTP, SS RTP
Richard A. Handlon Correctional Facility (MTU)	1728 Bluewater Hwy. Ionia, MI 48846	ASRP, OPT, RTP, CSI
Ionia Correctional Facility (ICF)	1576 W. Bluewater Hwy. Ionia, MI 48846	CSI, OPT, SSOPT
Hiawatha Correctional Facility (HTF)	4533 Marshall Road	To Be Determined

State-MDOC Prison Facilities		
Facility	Address	Services
	Kincheloe, MI 49786	
Kinross Correctional Facility (KCF)	16770 S. Watertower Drive Kincheloe, MI 49788	CSI, OPT
Lakeland Correctional Facility (LCF)	141 First Street Coldwater, MI 49036	CSI, OPT
Macomb Correctional Facility (MRF)	34625 26 Mile Road New Haven, MI 48048	CSI, OPT, RTP, SS RTP
Marquette Branch Prison (MBP)	1960 U. S. Hwy. 41 South Marquette, MI 49855	CSI, OPT, SSOTP, INFIRMARY
Michigan Reformatory (RMI)	1342 West Main Street Ionia, MI 48846	CSI, OPT
Muskegon Correctional Facility (MCF)	2400 South Sheridan Dr. Muskegon, MI 49442	CSI, OPT
Newberry Correctional Facility (NCF)	13747 E. County Road 428 Newberry, MI 49868	CSI
Oaks Correctional Facility (ECF)	1500 Caberfae Highway Manistee, MI 49660	CSI, OPT
Ojibway Correctional Facility (OCF)	N. 5705 Ojibway Road Marenisco, MI 49947	CSI
Parnall Correctional Facility (SMT)	1780 E. Parnall Jackson, MI 49201	CSI, OPT
Pugsley Correctional Facility (MPF)	7401 E. Walton Road Kingsley, MI 49649	CSI, OPT
Saginaw Correctional Facility (SRF)	9625 Pierce Road Freeland, MI 48623	CSI, OPT
St. Louis Correctional Facility (SLF)	8585 N. Croswell Road St. Louis, MI 48880	ASRP, CSI
Thumb Correctional Facility (TCF)	3225 John Conley Drive Lapeer, MI 48446	CSI, OPT
West Shoreline Correctional Facility (MTF)	2500 S. Sheridan Drive Muskegon Heights, MI 49444	CSI
Women's Huron Valley Correctional Facility (WHV)	3201 Bemis Road Ypsilanti, MI 48197	AC, CSI, OPT, RTP, RTS, INFIRMARY
Woodland Center Correctional Facility (WCC)	9036 E M-36 Whitmore Lake, MI 48189	AC, CSP, RTS, INFIRMARY

The State-MDOC reserves the right to add and delete correctional facilities.

2. MINIMUM STANDARDS OF CARE

The Contractor will act as an Administrative Service Organization (ASO) for the purpose of managing the Statewide capacity of returning offenders with chronic illness, which includes both health and mental illness, to their local communities for both adult and youthful offender populations. The Contractor must provide deliverables/services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below in the minimum standards of care for the RPOSN. The below minimum standards of care are to be considered by Contractors as the minimum requirements, in terms of points of contact for services from the time of referral to discharge. Service variation is to be expected, in terms of types and costs, but these standards are not. The Contractor is responsible for adhering to all provisions of the Contract. Failure to follow the standards contained within this section will result in Liquidated Damages/Service Level Agreements being assessed to the Contractor.

Service Point	Description	Targeted Time Frame (Varies according to offender status)	
		Prison-Based Referral	Community-Based Referral
1. Initiate Community-Based Case Planning for Prison-Based Referral AND Community-Based Referral (Offenders)	<u>Prison-Based Referral</u> Upon receipt of the Needs Assessment and the signed release of information from State-MDOC staff, the Contractor must immediately begin identifying and securing appropriate community-based services related to the identified needs. Care Coordinators must be familiar with available services in the community in which the offender is returning. <u>Community-Based Referral:</u> Offenders under State supervision may be identified for potential inclusion to this program by referral from	Within 1 – 14 days	Within 7 days of referral

Service Point	Description	Targeted Time Frame (Varies according to offender status)	
		Prison-Based Referral	Community-Based Referral
	<p>State-MDOC FOA staff with approval by the CCI. In those cases where the offender is at imminent risk of returning to prison due to issues related to his/her mental health, physical health, criminogenic, or other identified needs, the Contractor must find temporary interventions, services, or both, as required, until permanent services are secured. The Contractor must collaborate with the supervising State-MDOC parole agent for case planning.</p> <p>The Contractor must document all activity from date of referral from the State-MDOC prison facility through the date of discharge in secure electronic format and shall include records obtained from prison-based and community-based service providers. These records must be available to the State-MDOC for purposes of review.</p>		
2. Benefits Processing	The Contractor must ensure that all benefits and entitlements applications are completed and submitted for all offenders who may qualify for such.	<p>Medicaid/Medicare prior to release</p> <p>All others within 30 days of release</p>	Day 30
3. Orientation	<p><u>Prison- and Community-Based Referral:</u></p> <p>The Contractor must provide the offender with program orientation and explain the roles and expectations of the Contractor, the State-MDOC, and the offender. Orientation sessions should be conducted in groups whenever possible.</p>	Within 30 days prior to release	Within 7 days of referral
4. Establish Aftercare Plan	<p>The Contractor must complete an individualized and specific Aftercare Plan that addresses all offender needs with any combination of appropriate services.</p> <p>The Aftercare Plan provides a prioritized plan for appropriate service delivery including appointments, assessments, referrals, direct, and indirect community-based services. Plans include specific goals and objectives to be obtained by the offender within the 180-day term of service.</p> <p>For a Parole Board referral, the Aftercare Plan will be developed in response to the identified needs presented in the Needs Assessment provided by the State-MDOC.</p> <p>The Contractor must complete the Needs Assessment and the Aftercare Plan for a Community referral.</p>	Within 60 days of receiving needs assessment	Within 7 days of referral
5. Initial Supervisory Approval	Each completed Aftercare Plan must be reviewed and approved by the Contractor's Clinical Director or designee, and evaluated for appropriate treatment protocols and service timelines. This review must be documented by electronic signature and entered in the offender's secure electronic record maintained by the Contractor.	Upon completion of Aftercare Plan	Upon completion of Aftercare Plan

Service Point	Description	Targeted Time Frame (Varies according to offender status)	
		Prison-Based Referral	Community-Based Referral
6. Ongoing Supervisory Approvals	Each Aftercare Plan must be reviewed and approved by the Contractor's Clinical Director or designee every 90 days after the initial approval.	At the time of referral to the program with ongoing review every 90 days thereafter	
7. Transportation	<p>The Contractor must assess transportation needs and coordinate transportation for offenders involved in this project on the day of release to and from their placement, parole office, and required appointments.</p> <p>The Contractor must coordinate transportation to and from scheduled appointments and employment opportunities throughout the duration of the offender's participation in the project. This transportation may be in a variety of forms, depending on the offender's geographical location and community services available. Contractor staff providing transportation must have appropriate training related to safety with regard to interaction with program participants.</p>	<p>Day of release transportation will be coordinated at least two weeks prior to date of release.</p> <p>Transportation assistance will be ongoing based on identified needs.</p>	Ongoing based on level of need.
8. Initial Case Conference	The Contractor must conduct, in conjunction with the assigned State-MDOC Parole Agent, an initial case conference to ensure that all involved parties, henceforth referred to as the Case Management Team, have an opportunity to review and discuss the Aftercare Plan, conditions of parole and the related roles and responsibilities for the purposes of confirming scheduled appointments and developing a plan with identified roles and timelines for securing services. Case Management Team members shall include, as applicable, the offender, parole/probation agent, mental health provider, substance abuse provider, housing provider, involved family, and any additional supports. The Contractor must document all efforts to involve identified parties. At this time, all aspects of the Aftercare Plan will be coordinated with service providers.	Within 48 hours post-release	Within 7 days of referral
9. Ongoing Care Coordination	The Contractor's Care Coordinator assigned to each case must maintain regular communication with the identified members of the Case Management Team and document updates related to the Aftercare Plan and the offender's community status.	Care Coordinators must provide a minimum of one monthly contact for all offenders. Offenders paroled from the RTP or inpatient levels of care will require weekly direct (in-person or via telephone) contacts until they have attended a community-based mental health contact. All offenders releasing with identified mental health needs must attend an initial mental health appointment within 14 days of release.	
10. Discharge Process	<p><u>Paroling Offenders (Prison- and Community-Based Referral):</u></p> <p>Cases will remain open for 180 days unless the offender reaches the maximum discharge date for State-MDOC supervision. The Contractor must not discharge offenders prior to day 180 or exceed this standard length of stay without written permission from the State-MDOC.</p> <p>At the conclusion of an extended or a standard service</p>	All cases will conclude at Day 180 unless approved for extension by the State-MDOC.	

Service Point	Description	Targeted Time Frame (Varies according to offender status)	
		Prison-Based Referral	Community-Based Referral
	<p>plan, the Contractor must provide the State-MDOC a complete Discharge Summary within seven days. This report must be documented in secure electronic format and be available to the State-MDOC.</p> <p>The Discharge Summary must contain the following information:</p> <ul style="list-style-type: none"> a. Identifying information. b. Admission and discharge dates. c. Document reasons the case was successful or unsuccessful. d. Assessment results (physical and mental health, substance abuse, developmental and other relevant special needs) including date of assessment. e. Progress summary on the Recommended Treatment Plan (therapies, referrals, medications, transitional living arrangements, in-home care, medical and dental procedures, psychological services and testing, crisis intervention strategies, employment skill development, cognitive interventions, prescriptions, care coordination, psychopharmacology reviews, and transportation). f. Progress summary related to the completion of identified goals and objectives of the individualized Aftercare Plan. g. Criteria for discharge. h. Identification of ongoing needs. i. Proposed Plan for continuation of services. j. Date and time of review with the assigned State-MDOC Field Agent. 		

A. Initiate Community-Based Case Planning for Prison-Based Referral and Community-Based Referral (Offenders)

D-47 Prison-based Referrals:

Upon receiving the Needs Assessment from State-MDOC Mental Health Services (MHS), PCS The Contractor will immediately, but no more than 14 days, begin identifying and securing appropriate services related to the needs identified in the Needs Assessment. Each case will be assigned a Care Coordinator that will oversee and facilitate the discharge planning for the case. The assigned Care Coordinator will work as a broker between the facility and community providers to develop an appropriate plan to meet the needs of each individual. This will include collaboration with the local Community Mental Health agencies, substance abuse providers, employment resources, Department of Health and Human Services, as well as any other service providers that may be necessary to develop an individualized plan. Collaboration with the local MDOC FOA office will also occur when necessary to discuss implications of certain areas related to discharge planning. Coordination of housing needs will also occur to facilitate the most appropriate option available to meet the needs of the returning offender. Because communities vary in both the scope and availability of services, it is imperative that Care Coordinators familiar with the community in which the offender is returning are utilized. When necessary and requested by the community providers, face-to-face, video or phone assessments will be coordinated with MDOC CFA staff as part of the pre-planning process and identification of available supports.

D-48 Prison-based Referrals:

Upon receiving the Needs Assessment, the contractor will immediately, but no more than 14 days, begin identifying and securing appropriate services related to the needs identified in the Needs Assessment. The process for this population is the same as the process stated above with special emphasis on attending to the medical needs outlined for the offender. Housing options and additional physical health supports will be

coordinated as needed and based on the individualized needs of the offender. An area of specific need for this population is related to durable medical equipment.

Community Based Referrals:

Once admission to the program is granted, the contractor will interview and assess the needs of the offender. From this evaluation, the contractor will create a Needs Assessment which will drive an Aftercare Plan that the Care Coordinator will use to identify and secure appropriate services. In those cases where the offender is at imminent risk of returning to prison due to issues related to his/her Mental Health or other Criminogenic needs, the Care Coordinator will find temporary interventions and/or services as required until permanent services are secured. This will be done in collaboration with the assigned field agent and community providers.

All documentation of case activity will be in a secure electronic format. These records will be available to the MDOC and engaged local medical and mental health community practitioners as needed.

- B. The Contractor must coordinate with existing networks to arrange the provision of health care services, mental health services, substance abuse services, and residential support for offenders with the goal of reducing barriers and maintaining service capacity. Barrier reduction and capacity sustaining activities include:
- (1) Building community collaboration models in service area.
 - (2) Establish protocols for reentry referral and reporting relationships within the service area.
 - (3) Advocate for and develop sufficient capacity to meet the continuum of service provisions for all target populations.
 - (4) Develop additional resources to reflect the needs of offenders throughout the service area to ensure the availability of programming and resources described in aftercare plans.
 - (5) Advocate/act as a liaison with Corrections Mental Health for offenders releasing to court ordered hospital settings.
 - (6) Assist with and/or facilitate Omnibus Budget Reconciliation Act (OBRA) pre-admission screenings for offenders with medical fragility that may need nursing home placement.

Regional Care Coordinators are responsible to maintain existing relationships and foster new providers in their areas based on the changing needs of the population. These relationships also include involvement from MDOC FOA Agents and other relevant agencies within communities.

The Contractor will ensure adequate capacity to manage the fluctuations of community based offender counts and will scale quickly in the event of significant increases in participant referrals.

The Contractor will assist in a liaison role for all other probate processes that may result in an Alternative Treatment Order or Assisted Outpatient Treatment Order of a paroling offender.

The Contractor will assist in the facilitation of OBRA pre-admission screenings to assist in determining the most appropriate level of care for offenders with complex medical and psychiatric fragility.

- C. The Contractor' plan for ensuring an ample supply of high-quality housing across all Michigan communities follows. By building supports with nursing homes, Adult Foster Care (AFC) facilities, community mental health service programs, community health care organizations, and other alternative housing providers but not limited, to the following requirements:
- (1) Effectively secures placements that accommodate the array of service needs for the target populations.
 - (2) Develop quality standards and a process for systematically monitoring housing providers.
 - (3) Ensures that subcontracted housing providers meet community standards for zoning and applicable licensure.
 - (4) Develop viable options for housing sex offenders, in terms of subcontracts and local agreements for securing stable housing for sex offenders which meet statutory and Parole Board conditions for parole (e.g. cannot live within 1,000 feet of a school, no contact with minor children).
 - (5) Process for ensuring subcontractors meet all State of Michigan and Federal requirements, including applicable boilerplate reporting requirements.

The following summarizes the housing plan utilized by the Contractor for the identification and utilization of housing vendors for RPOSN participants across the State of Michigan. The contractor will identify and utilize the most appropriate housing options available within the offender's county of return based on the needs of that

particular individual. In an effort to transition special needs offenders most effectively to sustainable housing and promote independence, every effort is made to utilize existing resources available within each community. The contractor shall not create or directly operate housing as this would run contrary to the philosophy that these individuals need to be linked with resources that can support and provide resources over a period of time to promote long-term success and effective reintegration.

The initial identification of existing housing providers will be done through cross-systems collaboration in one of three ways:

1. Communication and collaboration with the local Community Mental Health Authority and other service providers.
2. Exploration and review of licensed Adult Foster Care settings.
3. Collaboration with local parole and MDOC officials.

Sex Offender housing is a particular challenge in working with this population. The contractor will work to recruit and locate housing that meets CSC guidelines, while still addressing the special needs of the individual.

The contractor shall contact the home owner to verify the type of housing he/she operates, staffing, services provided, and experience with the offender population and interest in providing housing for the RPOSN population. The contractor's Housing Agreement is reviewed and discussed at length to clarify expectations of the home provider. Before a housing provider is approved for use, the Housing Agreement must be signed and returned, along with a completed W-9 for tax purposes. All housing providers are issued a 1099 at the end of the year with regard to what monies have been paid to them by the Contractor.

Once an individual is placed with a particular provider, the case is monitored closely by the contractor's assigned Care Coordinator with at least weekly contact for the first month. Contact occurs at least monthly after that time until the closure of the case. The provider is assessed on an ongoing basis with regard to communication, services provided and reports from parole and other community partners to determine ongoing suitability of the home. Periodic site visits are conducted by the contractor's staff to monitor compliance and quality assurance. In the event any emergent issues arise, an investigation is completed expeditiously and appropriate follow up occurs. If a significant violation of the Housing Agreement has occurred, the relationship with the contractor is terminated immediately and all RPOSN participants are relocated in collaboration with parole as quickly as possible.

The Contractor shall include language mandating zoning compliance in its housing agreements and to make reasonable investigations into zoning compliance as part of its ongoing housing provider site visits.

- D. In order to provide services as efficiently as possible, the Contractor must maximize all third-party reimbursement opportunities during both the pre- and post-release phases of the service period, as well as maximizing the pre- and post-release Medicaid pre-approval and other applicable benefits or assistance programs to ensure that necessary services are readily available to offenders during their transition back into the community. These services include:

- (1) Offenders screened for benefit eligibility, including the application process.
- (2) Staff responsibilities, the application types, and a targeted timeframe for the application submission and response.
- (3) Specific detail regarding the organization's ability to negotiate the expedited processing of the benefit applications.
- (4) Process for the collection and distribution of outcome data.

At the time of referral for the D47 and D48 populations, the current Medicaid status will be checked and documented. Because MDOC is applying pre-release for a higher percentage of cases than previously, it is important to know the current status at the time of referral. Through an agreement with MDHHS (Michigan Department of Health and Human Services), the contractor has an out-station worker assigned who works onsite at Contractor's Administration offices. This worker is critical in the pre-release Medicaid process as there is direct access to the MDHHS system through MI Bridges. This worker is also able to assist in problem solving any barriers that arise related to accessing the Medicaid benefit. Throughout the pre-release process, the Medicaid status is checked at various decision points (referral, completion of AC Plan, and notification of parole date) in effort to ensure accuracy of Medicaid status. If at any point, in the pre-release process it is discovered that an individual does not have Medicaid, an application will be facilitated and processed. This will occur for all populations. It is the intent of the project the contractor shall ensure that all individuals will have a Medicaid application facilitated and processed prior to release with FOR the purpose of having every eligible individual with active Medicaid upon release to the community.

At the point that a Needs Assessment is received from MDOC, an additional benefit screening will take place that identifies any other possible benefits that an individual may be eligible to receive. A Benefit Screening Tool will be conducted by the Clinical Director after review of NA and accompanying clinical documentation. In the event the questions on the tool cannot be answered with these documents, follow up will occur with the MDOC treatment team. The screening would include potential eligibility for SSI, SSDI, VA and Native American/Tribal benefits. The results of this screening tool will become part of the electronic record, and the contractor's information management system, and will assist the Care Coordinator in prioritizing benefits that will likely be acquired by the individual offender. All other benefits will be applied for within 30 days of release from prison. In the event it is unlikely the offender will qualify for any benefits outside of Medicaid, this will also drive the transition plan for the offender with a shift in focus by the Care Coordinator towards employability supports and alternative options for long-term financial sustainability. All information and data regarding benefit eligibility and current status will be within the contractor's information management system and reported to MDOC in monthly reports.

For the Community Referral population, the Contractor will check Medicaid status will be checked at the time of referral and the Benefit Screening Tool will be completed within 7 days of referral in conjunction with completion of the AC Plan. If Medicaid is not active, this application will be facilitated within the first 7 days of referral. For all other eligible benefits, these will be facilitated within 30 days of referral.

E. Orientation. The Contractor must:

- (1) Provide a program orientation to each offender, prior to release from prison.
- (2) Ensure the orientations are conducted consistently and in a timely manner.

Contractor will provide all D47 and D48 offenders with program orientation regardless of location, and explain the roles and expectations of the Contractor, MDOC and the offender. The topics of the Orientation include an overview of all facets of the AC Plan including, housing guidelines, service provision, transportation assistance, employment resources and eligibility for benefits. The contractor shall outline and emphasize the expectations of the offender so there is a clear understanding of offender accountability. The role of assigned Care Coordinator is also discussed and day of release transportation needs are outlined and documented for planning purposes.

F. Establish Aftercare Plan

- (1) The Contractor must complete an individualized and specific Aftercare Plan that addresses all offender needs with any combination of appropriate services. The Aftercare Plan provides a prioritized plan for appropriate service delivery including appointments, assessments, referrals, direct, and indirect community-based services. Plans include specific goals and objectives to be obtained by the offender within the 180-day term of service.

Upon receiving the Needs Assessment from MDOC MHS, the Contractor will immediately begin identifying and securing appropriate services related to the individualized needs identified in the Needs Assessment. Each case will be assigned a Care Coordinator that will oversee and facilitate the discharge planning for the case. The assigned Care Coordinator will work as a broker between the facility and community providers to develop an appropriate plan to meet the needs of each individual. This will include collaboration with the local Community Mental Health agencies, substance abuse providers, employment resources, Department of Health and Human Services, as well as any other service providers that may be necessary to develop an individualized plan. Collaboration with the local MDOC-FOA office will also occur when necessary to discuss implications of certain areas related to discharge planning. Coordination of housing needs will also occur to facilitate the most appropriate option available to meet the needs of the returning offender.

Aftercare Plans shall contain a combination of services appropriate to the offender's specific needs, including but not limited to: mental health and substance abuse referrals, continuity of medications, transitional living arrangements, in-home care, medical and dental procedures, psychological services and testing, crisis intervention strategies, employment skill development, cognitive interventions, prescriptions, care coordination, psychopharmacology reviews, and transportation. The Aftercare Plan will also include specific goals and objectives that will be completed by the offender in the identified areas of need. The Aftercare Plan will be completed and submitted to MDOC for review within 60 days of the receipt of the NA and clinical documentation. For Community Referrals, the NA and AC Plan will be completed and submitted to MDOC within 7 days of referral.

The RPOSN Care Coordination Manual outlines additional, specific guidelines within this process and what items are to be included in the AC Plan. The AC Plan is subject to revision based upon collaboration with MDOC-MHS.

G. Initial Supervisory Approval. The Contractor must:

- (1) Define minimum credentialing and experience requirements for both the Contractor's Clinical Director position and any designees authorized to provide supervisory functions as a proxy for the Contractor's Clinical Director.
- (2) Provide a written procedure of how, when, and by whom the supervisory approvals are to be conducted.

The State-MDOC retains the right to reject Aftercare Plans that do not meet the needs of the offender. Feedback and negotiation of plans will be ongoing until a positive determination is made BY THE STATE-MDOC.

Program Administrator, Credentials and Qualifications

- Master's degree in behavioral science or social work and a minimum of 2 years relevant experience or a bachelor's degree in these fields with a minimum of 4 years' experience
- The ability to work and supervise staff in a highly independent, remote or virtual office setting
- Computer skills to use database systems, e-mail, Skype, and the Microsoft Office suite
- Clearance through LEIN and criminal history background check (iChat)

Clinical Director, Credentials and Qualifications

- Master's degree in behavioral science or social work and a minimum of 2 years relevant experience or a bachelor's degree in these fields with a minimum of 4 years' experience
- The ability to work and supervise staff in a highly independent, remote or virtual office setting
- Computer skills to use database systems, e-mail, Skype, and the Microsoft Office suite
- Clearance through LEIN and criminal history background check (iChat)

Each completed Aftercare Plan will be reviewed by the Contractor's Clinical Director and evaluated for appropriate treatment protocols and service timelines. This review will be documented by electronic signature. The review of the Aftercare Plan will also explore that all individuals' needs are met for each offender that is outlined in the Needs Assessment portion of the plan, recognizing that certain target population will have certain specific needs outlined in the Needs Assessment. When appropriate, the Clinical Director will consult with the appropriate consulting professionals either employed or sub-contracted by the Contractor.

Care Coordinators develop the AC Plans based on the identified needs and resources available within the county of return, utilizing input from FOA. Aftercare Plans must be completed and submitted to MDOC for approval within 60 days of Needs Assessment receipt. Completed AC Plans are submitted to the Clinical Director or Program Administrator for approval and submission to MDOC, utilizing an electronic signature. Feedback from the Clinical Director or Program Administrator is incorporated if required and re-submitted for approval. Once the AC Plan is approved by The Contractor, the Clinical Director submits it to MDOC Treatment Team for approval. Feedback from MDOC is incorporated, if required, and plans are re-submitted for approval. Aftercare plans will be approved or rejected by the MDOC treatment team within 60 days of initial submission. Any feedback and negotiation of plans will be contained within this 60 day standard. This process is the same for all populations.

For Community Referrals, Aftercare Plan development begins when the Community Referral is approved by MDOC. Care Coordinators develop the AC Plans based on the identified needs and resources available within the county of return. Input from FOA should be incorporated. Completed AC Plans are submitted to the Clinical Director or Program Administrator for approval and submission to MDOC, utilizing an electronic signature. Feedback from the Clinical Director or Program Administrator is incorporated, if required, and re-submitted for approval. Aftercare Plans must be completed and submitted to MDOC for approval within 7 days of receipt of approved Community Referral.

H. Ongoing Supervisory Approvals. The Contractor must:

- (1) Provide a written procedure detailing how completed aftercare plans will be reviewed and evaluated by the Contractor's Clinical Director or clinically qualified designee.
- (2) Describe the process for obtaining an electronic signature for the approval of aftercare plans by the Contractor's Clinical Director or authorized designee.

Each offender will have a Service Plan which contains requests for services from the Regional Care Coordinator and subsequent approval for all services by a Supervisor. Service plans may be approved as requested, modified by the Supervisor, or denied by the Supervisor. The Service Plans will be reviewed and approved at least every 90 days.

I. Transportation. The Contractor must:

- (1) Provide a written procedure detailing its ability to plan and execute transportation services from any State-MDOC correctional facility to any drop-off location as identified in the offender Aftercare Plan.
- (2) Provide a written procedure for how transportation needs will be secured and managed throughout the course of the full service plan.

The Contractor holds a contract with Mid-Michigan Transportation specifically for transporting offenders involved in this project. The Contractor employs a Transportation Coordinator that oversees this area and manages all day of release transports statewide.

The Contractor will arrange transportation for all project participants on their day of release to their placement, parole office, and required appointments. Tentative day of release arrangements will be made at the time of the AC Plan completion. The Contractor will facilitate day of release transportation for all commercial placements. In situations where an offender is going to live with family, appropriateness of family transport on the day of release will be evaluated and facilitated. If family transport on day of release appears appropriate, discussion with family around details related to day of release including, address of facility, medication needs and reporting to parole will be reviewed. The RPOSN Care Coordination Manual also includes specifics in this area related to Care Coordinator responsibilities.

A key aspect of the RPOSN program is the coordination and provision of transportation throughout an offender's involvement with the RPOSN Program. Transportation ensures participant's ability to attend treatment appointments and meet with parole agents. Transportation resources vary dramatically throughout the state and it is the responsibility of the Care Coordinator to be aware of available resources in their community and to utilize them efficiently. Ongoing transportation will occur in a variety of ways, including bus passes, gas cards and linkages to community resources

These processes are the same for all offender populations.

J. Initial Case Conference

- (1) It is required that each offender will have a complete and thorough Initial Case Conference in a face-to-face setting for the purposes of confirming scheduled appointments and developing a plan with identified roles for the Case Management Team, including timelines for securing services. Documentation of these efforts must be included and made available to the State-MDOC. The State-MDOC acknowledges that care coordinator face-to-face participation in an Initial Case Conference at FOA offices may be impractical in some circumstances. However, all FOA offices are equipped with video conferencing equipment and care coordinators are encouraged to participate in the Initial Case Conference by video to satisfy the face-to-face requirement. In situations where this expectation is not met and the care coordinator does not participate in the Initial Case Conference or participates in the Initial Case Conference by other means, written notice must be submitted to the State-MDOC within seven days specifying date, location and reason for exception.
- (2) The Contractor must:
 - a. Develop treatment compliance plans.
 - b. Develop plans for establishing and enforcing social support contacts.
 - c. Review the status of entitlement applications.
 - d. Facilitate an initial intake and evaluation of mental health services, including medication reviews as needed.
 - e. Confirm transportation plans.
 - f. Provide the offender with any necessary initial incidental provisions.

The Contractor will conduct an Initial Case Conference for all prison-based referrals within 48 hours of release and Community based referrals within 7 days of referral. The purpose of this meeting is to ensure that all involved parties have an opportunity to review and discuss the Aftercare Plan and roles and responsibilities. Every effort will be made to include all members of the treatment team. At this time, initial appointments will be discussed with all relevant service providers, as well as a coordinated plan for obtainment of medications and processing of entitlements. Transportation, housing and incidental needs will be assessed and addressed as part of the Initial Case Conference and will be facilitated and addressed. Vocational and Employment options will also be explored

and appropriate referrals and linkages will be made based on the individual's need. Any relevant legal issues will also be discussed and a plan to address will be developed. A treatment compliance plan will be developed in collaboration with FOA staff that outlines offender expectations and goals. Establishing and enforcing social support contacts will also be discussed as natural supports are an integral part of successful offender reintegration. Please refer to On-going Transportation Process and the RPOSN Care Coordination Manual for further specifics about issues addressed in the Initial Case Conference.

At the Initial Case Conference, specific goals and objectives from the Aftercare Plan will also be outlined and modified as needed. The State-MDOC supports the Contractor's use of DLA-20 or other functional assessment tool to objectively assess functional needs of the offender at the time of release and help drive offender goals and treatment compliance plans. The State-MDOC must review and approve any subsequent analyses or evaluations stemming from data collected by the contractor prior to release or publication.

K. Ongoing Care Coordination

- (1) The Contractor must provide a plan for continuing care coordination that is reflective of the acuity of need as identified in the offender's aftercare plan. The Contractor's care coordinators are required to provide at least weekly direct (in-person or via telephone) contact for all offenders that paroled from the RTP level of care or higher until s/he has attended an initial mental health contact, at which point contacts may be made monthly. Direct contacts with all other offenders must take place at least monthly. All offenders releasing with identified mental health needs must attend an initial mental health appointment within 14 days of release. A detailed format outlining documentation requirements for each contact is also required.

Ongoing care coordination is provided through the Contractor's network of regional Care Coordinators. Care Coordinators will ensure initial appointments are scheduled and attended within 14 days of release and will also ensure that at a minimum, contact is made monthly (weekly for RTP or higher until attendance at initial mental health contact) with the offender.

The intensity level of Care Coordination varies based on the current acuity of need of each individual. Care Coordinators are expected to react promptly with appropriate levels of intensity in response to individual situations and needs.

The Contractor shall track dates for initial mental health appointments to verify the 14 day requirement is met. Care Coordinator performance and outstanding appointments will be tracked regularly by the contractor's administrative team.

This process is consistent across all offender populations.

- (2) The State-MDOC views the role of the Care Coordinator as one that acts as the hub of all communications between members of the Case Management Team. The Contractor must provide care coordination services consistent with Aftercare Plans approved by the State-MDOC, including the communication of any proposed modifications in services that would impact other service provisions as outlined in the offender's Aftercare Plan.

In general, the Care Coordinator is responsible for the following:

- Provides oversight and coordinates delivery of Aftercare Plan
- Facilitate communication and collaboration among involved parties (parole agent, service and housing providers)
- Facilitates any benefits an individual may be eligible for immediately upon release
- Monitors completion and progress of benefits applications
- Coordinates referrals to local resources and natural supports available in the community
- Manages and monitors gap funding available to assist in the areas of housing.

medications, transportation and services

- Assists in problem solving and development of interventions if cases decompensate or become difficult to manage

L. Discharge Process/Requests for Extension. The Contractor must have:

- (1) Discharge process that meets the criteria outlined, including completion of the Discharge Summary, forwarding that to the State-MDOC as part of the monthly invoicing process.
- (2) A written process for determining the need for and requesting extension requests.

Discharge and Extension requests must conform to Minimum Standards of Care #10 (a) through (j) including documentation of the date and time of vendor review with the assigned State-MDOC Field Agent. Requests for extension of open or closed cases may originate from contractor or FOA.

When the contractor does not support FOA recommendation for extension an Extension Request that conforms to requirements described in Section 1. "Duration of Services" will be submitted. On an Extension Request the contractor is invited to provide any rationale against FOA recommendation for extension; however, the State-MDOC CCI or designee will make the final approval of an extension as described in Section 1. "Duration of Services".

The Discharge and Extension process will be the same for all offender populations. Cases must be closed at the 180 day mark unless an approved extension exists. Cases with approved extensions must be closed on the last day of the approved extension period. A Discharge Summary Report must be submitted within 7 days of an offender closing. If an offender is deceased, the Discharge Summary Report must be submitted within 7 days of the date of death. If an offender is on abscond or detainee status, a Discharge Summary Report or a written statement of rationale against case closure must be submitted within 7 days of notification of the offender's status.

For Extension Requests, the Care Coordinator must fill out an Extension Request for each case they have deemed in need of additional supports beyond 180 days. The form must be completed such that it presents a compelling rationale for why the extension is required and must include the requested duration of 30, 60 or 90 days. The completed Extension Request is sent to the Program Administrator and Clinical Director for review and approval. The Program Administrator and Clinical Director will review all extension requests and submit them for approval by MDOC.

A closed D47 or D48 participant that remains on the current term of parole or probation supervision may be reopened through the submission of an extension request. To initiate the reopening of a closed case through extension, the MDOC-FOA supervision staff shall submit to the Program Administrator or Clinical Director a written request detailing case specifics, identified needs and rationale for reopening of case as an extension. The contractor will finalize and forward the Extension Request and submit to MDOC for approval.

- (2) In the event an offender is deceased, the Contractor must provide a written Discharge Summary to the State-MDOC no later than seven days after the date of death of the offender that summarizes the offender's case and progress, at which time the State-MDOC will determine whether the case will be closed as successful or unsuccessful.
- (3) The Contractor must provide a written Discharge Summary to the State-MDOC no later than seven days after notification of an offender's absconder or detainee status that outlines the offender's current status with a rationale for or against case closure, at which time the State-MDOC will determine whether the case shall remain open or closed as unsuccessful.

3. STAFFING

A. The Contractor's Key Personnel are as follows:

- (1) **Program Administrator**
Provides overall responsibility for the Contract, including adherence to Contract standards and requirements. This position will serve as the Contractor's Point of Contact with the State-MDOC on all matters pertaining to the Contract. The Project Administrator must respond to State-MDOC inquiries within two hours. The Contractor must provide Contract Activities during the State-MDOC's normal working hours, Monday-Friday, 8:00 a.m. to

5:00 p.m. ET. This position must be located in Michigan and must have a Bachelor's degree and a minimum of three years' experience in project management or related field.

Elizabeth Hardwick, LMSW
306 W. Michigan Ave.
Jackson, MI 49201
Telephone: 517-768-9200
Fax: 517-768-9209
betsy@pcsjxn.com

- (2) Clinical Director
Provides overall clinical responsibility for ensuring both the quality of services and supports are maintained as documented within the Case Management Plans and service fidelity subscribes to the Contract's Minimum Standards of Care. This position must be located in Michigan and must have a Master's degree in a clinical field, and a minimum of three years' experience of supervision of clinical staff, and must be licensed to practice in Michigan.

Carrie Matson
306 W. Michigan Ave.
Jackson, MI 49201
Telephone: 517-768-9200
Fax: 517-768-9209
jeni@pcsjxn.com

- (3) Deputy Program Administrator
Oversee some regions of the State, providing oversight of the Care Coordination team in these regions and will act as a backup to the Project Administrator as required.

Jeni Coxon, LMSW
306 W. Michigan Ave.
Jackson, MI 49201
Telephone: 517-768-9200
Fax: 517-768-9209

- B. Credentialing Process
The Contractor will select staff through solicitation and review of resumes in conjunction with face-to-face interviews. Credentials are discussed in the interview process and are verified prior to hire.
- C. Staff Supervision

Clinical Supervision of Care Coordinators is handled by the Program Administrator and proposed Deputy Program Administrator. Supervision is conducted at least monthly and on an as needed basis as issues arise. In an ongoing effort to assure quality of clinical documentation, The Contractor audits cases on an ongoing basis. Cases are audited by a member of the audit team using the Clinical Utilization Review Form created by THE CONTRACTOR. These results are compiled into the Employee Evaluation Form and results are shared with Care Coordinators.

Audit Team:

- Program Administrator
- Clinical Director
- 2 additional members selected by Program Administrator and CEO.

Case Selection Process:

- Audits occur every other month.
- 8 Care Coordinators are selected per audit in a rotational pattern that assures all Care Coordinators are audited at equal intervals.
- 6 cases are audited per each Care Coordinator. 4 are audited by the team and 2 are self-audited by the Care Coordinator.
- A list of cases of 6 cases for each of the 8 Care Coordinators is provided by the CEO. The list assures selected cases are open in community for at least 90 days and that at least 3 cases per Care Coordinator are D-47 cases.

Case Review/Employee Evaluation Process:

- Case audits occur within 3 weeks of the audit list being issued.
- Case notes are reviewed using the Documentation Standards provided as part of the Care Coordination Process Manual.

- Where possible, case notes are verified against OTIS notes and available e-mail history.
- The results should identify strengths as well as areas of opportunity for the Care Coordinator.
- Results are shared with the Care Coordinator promptly through the Employee Evaluation Form. Care Coordinators compare audit team findings to their own findings.

D. Staffing and Recruitment Processes

The Contractor selects staff through solicitation and review of resumes in conjunction with face to face interviews. Typically candidates are identified and recommended through personal networks of current employees. Credentials are discussed in the interview process and are verified prior to hire. LEIN clearances have historically been submitted by the contractor to MDOC for approval with background checks through iChat.

- E. The State-MDOC 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, the Contractor must notify the State-MDOC of the proposed assignment, introduce the individual to the State-MDOC's CCI upon request of the State-MDOC, and provide the State-MDOC with a resume and any other information about the individual reasonably requested by the State. The State-MDOC reserves the right to interview the individual before granting written approval. In the event the State-MDOC finds a proposed individual in any position under the employ of the Contractor unacceptable, the State-MDOC will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State-MDOC may require a 30-calendar day training period for replacement personnel.
- F. The Contractor must notify the State-MDOC CCI at least 30 calendar days before removing or assigning a new Contractor Representative.
- G. The State-MDOC reserves the right to enforce any request for termination of any personnel under the employ of the Contractor, including but not limited to subcontractors and temporary staff.
- H. The Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State-MDOC. The Contractor's removal of Key Personnel without the prior written consent of the State-MDOC is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of the 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-MDOC to be a material breach of the Contract, in respect of which the State-MDOC may elect to terminate the Contract for cause under Termination for Cause in the Standard Terms.
- (1) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount to the State-MDOC will be \$25,000.00 per individual if the Contractor identifies a replacement approved by the State-MDOC and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.
 - (2) If the Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the \$25,000.00 credit to the State-MDOC specified above, the Contractor will credit the State-MDOC \$833.33 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 \$25,000.00 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 \$50,000.00 per individual.
- I. The Contractor acknowledges and agrees that each of the Unauthorized Removal credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State-MDOC that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State-MDOC's option, be credited or set off against any fees or other charges payable to the Contractor under the Contract.
- J. Other Staff Requirements

- (1) The Contractor must be responsible for providing the State-MDOC with a certification statement requiring that those employed through its subcontracts and directly by the Contractor adhere to the Contract standards prior to being allowed to work under the Contract, being either directly employed by the Contractor or providing services through a subcontractor. The Contractor must provide this certification annually and identify those removed from the Contract. The Contractor must notify the State-MDOC within one business day of staff, employed by the Contractor or providing services through a subcontractor, who are in violation of this standard and remove, reassign or otherwise disallow these staff to work under this Contract or provide services through a subcontract which provides services through this Contract. Failure to adhere to these standards shall result in Liquidated Damages being assessed to the Contractor (See Exhibit A, #15, Liquidated Damages).
- (2) The Contractor must make available appropriate staff for such project orientation, reporting and management meetings as may be deemed necessary by the State-MDOC.
- (3) The Contractor must obtain prior written approval from the State-MDOC before assigning staff members to the Contract that are related as an immediate family member to an offender being provided services. This includes: spouse, parent, grandparent, mother-in-law, child, stepchild, sibling, stepbrother, brother-in-law, stepsister, sister-in-law, or other relations by blood or marriage. The State-MDOC reserves the right for approval and may disapprove where a conflict of interest is present.
- (4) The Contractor must be responsible for certifying that employees working under the Contract that provide care coordination services, handle offender records, or analyze State-MDOC data originating from any electronic or other record sources provided to the Contractor by the State-MDOC, or otherwise supervise staff that perform these duties, have:
 - a. No outstanding warrants
 - b. No active personal protection orders
 - c. Are not currently on probation or parole or otherwise under the jurisdiction of any Federal, State, county, or local criminal justice agency
- (5) The Contractor must establish standards for professionalism and training of all employees that communicates the inherent dangers and risks associated with working with the offender population including personal safety and professional boundaries.

The Contractor will include the following language in all its subcontracts and employee handbook to address the concerns associated with safety when interfacing with the offender population:

"The Subcontractor, its employees, subcontracted service providers and vendors acknowledge and accept that there are certain inherent risks in providing mental health services and housing to offenders on probation or parole.

The Subcontractor shall ensure that its employees, subcontracted service providers and vendors understand that they are required to comply with the requirements of this section.

The Subcontractor, its employees, subcontracted service providers and vendors are prohibited from forming over-familiar relationships with offenders. Types of over-familiar relationships and activities under this Contract include, but are not limited to, the following partial list. Service providers shall not:

1. Date or have a personal relationship with an offender to whom services are being provided
2. Accept from, give a gift to, or exchange gifts with an offender. "Gift" includes, cards, money, or anything of value, except a Subcontractor paid bus pass, clothing voucher or reimbursement for legitimate program purposes
3. Travel out of the State of Michigan with an offender

4. Engage in sexual relations with or kiss an offender, including foreplay
5. Permit offenders to live in their personal residence or in real property owned by the service provider in their individual capacity
6. Permit offenders to babysit or provide general care to the service provider's family member(s) or provide general care to an offender's family member
7. Accompany an offender on any type of vacation
8. Take an offender to, or meet with an offender at, a bar, drug house, or house of ill repute

Service providers cannot engage in activities with offenders that are outside the scope of this subcontract. Violation of these rules may result in termination of the contract or subcontract.

To encourage safety among Subcontractor, employees, subcontracted service providers and vendors, the parties must develop internal safety protocols and reporting requirements. Types of protocols and reporting requirements include, but are not limited to:

1. Communication protocols
2. Use of the buddy-system
3. Informing staff of the traveling staff's schedule when they are out of the office
4. Transportation protocols
5. Developing emergency procedures
6. Informing the offender that their behavior is inappropriate and they are to stop the behavior immediately
7. Reporting inappropriate behavior by the offender up the chain of command
8. Immediate reporting to other members of the case management team any attempts by an offender to psychologically manipulate or intimidate anyone charged with the offender's care. The case management team includes the care coordinator, field agent, subcontracted service providers, and any other vendors involved in providing services to the offender
9. Immediate reporting to members of the case management team any violations of parole conditions or supervision requirements that pertain to the offender
10. Development of other protocols as determined by the Subcontractor

The Subcontractor shall ensure that the training materials provided (Article Titled "Guarding Against Manipulation by Criminal Offenders" copyright State of New South Wales), or an appropriate training program of its choosing is distributed to all employees, subcontracted service providers, and vendor staff that interact with Offenders through this subcontract. Any training materials or program shall define professional conduct, prohibited behaviors, risks to be aware and the dangers of over-familiarity when working with offenders. Training materials should also inform staff of the need to protect themselves at all times by continuously assessing the offender for signs of agitation, volatility, anger, hostility, verbal or physical threats, bullying and similar behavior. Staff are to be advised that they are to immediately remove themselves from the situation and report this behavior to appropriate authorities or call 911 if in imminent danger."

Employees are all trained using the referenced document "Guarding Against Manipulation by Criminal Offenders" and all staff acknowledge this through signed the employee handbook.

All Care Coordinators, both employee and contracted, have been trained using the same document and safety is revisited at the Contractor's semi-annual Care Coordinator Meetings.

This is tracked through sign-in at the CC Meetings.

All Housing providers certify through contract signature that they have received and reviewed the training document and have shared it with all staff. The Associated Care Coordinator reviews the training document with new providers and re-iterates the risks and importance of safety with them. The Contract Manager will verify and track receipt of signed contracts to further ensure training has been acknowledged.

4. SUBCONTRACTORS

- A. If the Contractor currently uses, or intends to utilize subcontractors all subcontract templates must be reviewed and approved by the State-MDOC prior to implementation and the Contractor must disclose the following:
- (1) 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.
 - (2) The relationship of the subcontractor to the Contractor.
 - (3) Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
 - (4) A complete description of the Contract Activities that will be performed or provided by the subcontractor.
 - (5) Of the total Contract, the price of the subcontractor's work.
- B. When applicable, the Contractor is encouraged to utilize a selective bid process in an effort to control service costs.
- C. The Contractor must establish standards for professionalism and training of all subcontractors that communicates the inherent dangers and risks associated with working with the offender population including personal safety and professional boundaries.

The Contractor will include the following language in all its sub-contracts and employee handbook to address the concerns associated with safety when interfacing with the offender population:

The Subcontractor, its employees, subcontracted service providers and vendors acknowledge and accept that there are certain inherent risks in providing mental health services and housing to offenders on probation or parole.

The Subcontractor shall ensure that its employees, subcontracted service providers and vendors understand that they are required to comply with the requirements of this section.

The Subcontractor, its employees, subcontracted service providers and vendors are prohibited from forming over-familiar relationships with offenders. Types of over-familiar relationships and activities under this Contract include, but are not limited to, the following partial list. Service providers shall not:

1. Date or have a personal relationship with an offender to whom services are being provided
2. Accept from, give a gift to, or exchange gifts with an offender. "Gift" includes, cards, money, or anything of value, except a Subcontractor paid bus pass, clothing voucher or reimbursement for legitimate program purposes
3. Travel out of the State of Michigan with an offender
4. Engage in sexual relations with or kiss an offender, including foreplay
5. Permit offenders to live in their personal residence or in real property owned by the service provider in their individual capacity
6. Permit offenders to babysit or provide general care to the service provider's family

member(s) or provide general care to an offender's family member

7. Accompany an offender on any type of vacation;
8. Take an offender to, or meet with an offender at, a bar, drug house, or house of ill repute

Service providers cannot engage in activities with offenders that are outside the scope of this subcontract. Violation of these rules may result in termination of the contract or subcontract

To encourage safety among Subcontractor, employees, subcontracted service providers and vendors, the parties must develop internal safety protocols and reporting requirements. Types of protocols and reporting requirements include, but are not limited to:

1. Communication protocols
2. Use of the buddy-system
3. Informing staff of the traveling staff's schedule when they are out of the office
4. Transportation protocols
5. Developing emergency procedures
6. Informing the offender that their behavior is inappropriate and they are to stop the behavior immediately
7. Reporting inappropriate behavior by the offender up the chain of command
8. Immediate reporting to other members of the case management team any attempts by an offender to psychologically manipulate or intimidate anyone charged with the offender's care. The case management team includes the care coordinator, field agent, subcontracted service providers, and any other vendors involved in providing services to the offender
9. Immediate reporting to members of the case management team any violations of parole conditions or supervision requirements that pertain to the offender
10. Development of other protocols as determined by the Subcontractor.

The Subcontractor shall ensure that the training materials provided (Article Titled "Guarding Against Manipulation by Criminal Offenders" copyright State of New South Wales), or an appropriate training program of its choosing is distributed to all employees, subcontracted service providers, and vendor staff that interact with Offenders through this subcontract. Any training materials or program shall define professional conduct, prohibited behaviors, risks to be aware and the dangers of over-familiarity when working with offenders. Training materials should also inform staff of the need to protect themselves at all times by continuously assessing the offender for signs of agitation, volatility, anger, hostility, verbal or physical threats, bullying and similar behavior. Staff are to be advised that they are to immediately remove themselves from the situation and report this behavior to appropriate authorities or call 911 if in imminent danger."

Employees are all trained using the referenced document "Guarding Against Manipulation by Criminal Offenders" and all staff acknowledge this through signed the employee handbook.

All Care Coordinators, both employee and contracted, have been trained using the same document and safety is revisited at the contractor's semi-annual Care Coordinator Meetings. This is tracked through sign-in at the CC Meetings.

All Housing providers certify through contract signature that they have received and reviewed the training document and have shared it with all staff. The Associated Care Coordinator reviews the training document with new providers and re-iterates the risks and importance of safety with them. The Contract Manager will verify and track receipt of signed contracts to further ensure

training has been acknowledged.

Ongoing training with Care Coordinators will occur at biannual Care Coordinators meetings and include additional relevant topics that assist in performing job duties. These additional trainings will be documented and a training log will be maintained by the Contractor's Administration.

- D. The Contractor must submit to the State-MDOC copies of all contracts, subcontracts and agreements funded through the Contract within 30 days of their execution. The State-MDOC reserves the right to disapprove or otherwise disallow the use of State-MDOC funding to support a Contract or subcontract which has at any time been disapproved by the State-MDOC.
- E. The Contractor must provide a provision within its subcontracts or agreements with local providers to allow the disclosure of information and reporting to State-MDOC-approved agencies and organizations collaborating with the State-MDOC to facilitate and promote good efficacy of case management, service provision, delivery, supervision and monitoring of engaged offender populations. The Contractor must ensure that such disclosure will be in conformance with applicable Federal and State law as well as being HIPAA and HITECH compliant.

The following language is will be used in the Contractor's sub-contract templates with health service providers.

"The Subcontractor shall respect the confidentiality of MDOC employee and offender files and shall not discuss medical record information or other official information or reports with unauthorized persons. Personal information is not to be divulged for other than legitimate, authorized business purposes. Offender files and employee personnel files may be removed from a correctional facility only with approval of the Michigan Department of Corrections' Director or respective Deputy Director, Warden or Field Operations Administration Regional Administrator.

The Subcontractor shall abide by standards for Protected Health Information.

- a. The Subcontractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the contract or as Required By Law.
- b. The Subcontractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this contract.
- c. The Subcontractor agrees to mitigate, to the extent practicable, any harmful effect that is known to of a use or disclosure of Protected Health Information by the Subcontractor in violation of the requirements of this contract.
- d. The Subcontractor agrees to report to the contractor any use or disclosure of the Protected Health Information not provided for by this contract.
- e. The Subcontractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the contractor to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- f. The Subcontractor agrees to provide to the contractor information collected in accordance with this Agreement, to permit the contractor to respond to a request by an individual for an accounting of disclosure of Protected Health Information in accordance with 45 CFR 164.528"

The following language is used with the contractor's housing providers. Currently this language is much simpler than the language used with Health service providers, due to the nature and typical level of sophistication of housing providers. The contractor is amenable to increasing the language used with housing providers if deemed necessary by the MDOC CCI.

"Subcontractor agrees to keep in confidence and not divulge or disclose confidential or Protected Health Information that it may receive except as permitted or required by law and to use appropriate safeguards to prevent use or disclosure of any such Protected Health Information."

- F. The Contractor must include provisions within their subcontracts or agreements with local providers that Contractor staff must notify the State-MDOC supervising parole agent within two working days of any and all inappropriate behavior by the offender including:

- (1) Failure to appear for a scheduled appointment
- (2) Failure to follow program rules and direction
- (3) Disruptive behavior
- (4) Conduct jeopardizing the health and welfare of the offender, staff or the public

The contractor agrees to this requirement.

The contractor currently has language that addresses this requirement in all of its subcontracts. The specific language is shown below.

"The Subcontractor shall notify the contractor within two (2) working days of any and all known inappropriate behavior by an offender including:

- Failure to appear for a scheduled appointment
- Failure to follow program rules and direction
- Disruptive behavior
- Conduct jeopardizing the health and welfare of the offender, staff or public."

In addition to the contractual obligation, Care Coordinators are in frequent communication with sub-contractors regarding cases and have fostered collaborative relationships with vendors to ensure consistent, timely communication regarding any issues with cases. Communication is fostered through long standing relationships between CCs and providers and through the active role that the contractor plays with each case and each vendor.

5. ACCREDITATION STANDARDS

Healthcare services and mental health services are provided to offenders using a standard of medically necessary care as imposed by court decisions, legislation, accepted correctional and healthcare standards, public and mental health codes, American Correctional Association (ACA) standards of care, and State-MDOC Policies and Procedures. The State-MDOC Mental Health Services, a division of the Bureau of Healthcare Services, is and will continue to be accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF). The Contractor must be responsible to maintain those accreditation standards.

6. QUALITY ASSURANCE AND MONITORING

- A. By definition, a service organization is any entity that processes information and/or handles business transactions on behalf of its customers. As such, any organization acting as a Contractor for the RPOSN Contract must be considered a service organization, and will be expected to comply with all requirements as put forth by the State-MDOC.

The Contractor must have comprehensive internal control mechanisms in place that will provide reasonable assurance to the State-MDOC that the description and design of its financial processes are fair and accurate. The Internal Controls must include written criteria based on Generally Accepted Accounting Principles (GAAP) and procedures for applying the criteria.

- B. The Contractor must maintain and control a secure electronic offender record system in accordance with criteria outlined in the Contract. It is recommended that this system include capability for tracking case notes/charting, supervisory approvals, the entitlement application and approval process, critical incidents, key contacts, referrals and appointments, and offender demographic information. The Contractor is bound by the Federal and State regulations regarding the confidentiality of offenders' records as described in (45 CFR) and applicable HIPAA standards.

The Contractor's Information Management System manages and documents every aspect of the program and individual cases including all of the following:

Demographic information for each case.

Individual case tracking for all key event dates such as referral, receipt of needs assessment, earliest release dates, aftercare plan due date, aftercare plan completion dates, due to parole board date, receipt of clinical packet date, release date, termination date and reason, discharge summary completions and parole actions.

Entitlements information including application date, application status, entitlement ID numbers, effective dates and expiration dates for each entitlement type.

Documentation of all progress notes for each case including details such as with whom the interaction occurs, date, notes on progress, format of communication and outcomes/next steps.

The service plan development area includes all services to be available for each case, providers, rates, authorization date ranges, an electronic approval process and the ability to amend the service plans as required. Service plans track forecasted costs for each aspect of each individual's plan and provide care coordinators with summaries of remaining services and funds available.

The claims area for each service plan is used to process claims against that individual's plan. It includes services provided, service codes, provider of the service, date authorized, date of service and date paid. Embedded algorithms track remaining balances on service plans and enable extensive, detailed reporting.

There is an electronic approval process for service plans and amendments to them that provides a system of checks and balances. Services cannot be added to a case without supervisory approval and only authorized services can be claimed against.

Vendor management area to add/remove vendors and identify known vendors by service types and location.

Online availability of all commonly used forms with most recent revisions.

Reporting capabilities for all aspects of program including costs by case, timing between key events in the release process, all aspects of billing, reports on progress notes, success rates, time to complete aftercare plans, expenses by provider or by case, claims details, caseloads, etc.

- C. The Contractor and its staff must be responsible for maintaining a quality assurance program for its organization that examines its processes and identifies opportunities to streamline, improve, and optimize the care given and the costs associated with that care.

The Contractor is expected to follow the State-MDOC process for identifying performance improvement activities, complete State-MDOC documentation related to quality improvement projects, participate in State-MDOC improvement activities as needed, and be willing to act as a resource on relevant quality improvement projects as appropriate.

The Contractor, in conjunction with the State-MDOC, must develop standards and processes for systematically evaluating/auditing the work of care coordinators, service providers, and home providers. Information from these evaluations or audits must be utilized to make changes in care coordination, service provision and placements used for the program. Results from periodic audits and evaluations must be reported to the State-MDOC CCI or designee, and shall be used to continuously improve Contractor performance through training, changes in personnel or staffing, or changes in service or home providers. The removal of any indicators from the Contractor's quality assurance program not stemming from a request from the CCI or designee must be submitted to and approved by the State-MDOC.

In addition to the Contractor's in-house quality assurance program, the Contractor must work with any State-MDOC Bureau of Healthcare Services' performance or Process Improvement Committees as requested by the State-MDOC to ensure that high quality, cost-effective care

coordination continues to be available to all offenders participating in the RPOSN program, and that developed protocols are followed.

With input from the State-MDOC, the Contractor will monitor and track key outcomes such as success rates, average service expense per participant, percentage of participants successfully linked with entitlement programs, total number of entitlement applications submitted, percent approved, average number of service units provided by category, average number of case notes entered per participant per month, average case load per care coordinator and average time to complete aftercare plans. We track this data both company wide and for each individual Care Coordinator. This data is compiled, assessed and reviewed with care coordinators semi-annually to identify strengths and weaknesses both organizationally and for individual contractors. Historic data review packets are used to assess and communicate performance status and trends.

In an ongoing effort to assure quality of clinical documentation, the contractor audits cases on an ongoing basis. Cases are audited by a member of the audit team using documentation guidelines issued by the contractor and results are shared with Care Coordinators as part of their performance review.

The contractor also conducts housing site visits periodically.

The contractor fosters a culture of open communication and it is a key charter to communicate and collaborate with MDOC-FOA Agents and parolees regarding the quality of services being received. If concerns arise, the contractor will react quickly to re-assign cases to different service providers. The contractor shall continue to participate in these quality improvement projects as needed.

- D. Utilization management (UM) refers to the evaluation of the appropriateness, clinical or medical need, and efficiency of mental and/or physical health care services, procedures and facilities according to established criteria or guidelines. The Contractor must have a comprehensive UM program that addresses modifications to treatment plans, and a system for the review and determination for appropriate case closure. The UM program must include written criteria using evidence-based practices and procedures for applying the criteria. The Contractor's approach to UM must align with State-MDOC objectives to:

- (1) Assure appropriate access to evidence-based services
- (2) Safeguard against the provision of unnecessary care and/or services
- (3) Support assessment of risk and quality
- (4) Support care transitions
- (5) Adhere to targeted number of days specified in the service plan

Prior to the Contractor making changes to the Contractor's UM program, the changes must be submitted in writing and approved in writing by the State-MDOC.

The Contractor's Utilization Management program assures appropriate access to services through the Aftercare Plan review process, whereby the Treatment team reviews the proposed aftercare plan and compares it to the needs identified in the needs assessment before approving the plan. Once the initial plan is approved by the treatment team, any amendments to that plan must be reviewed and approved by the Program Administrator to assure that unnecessary services are not provided and that the plan facilitates the highest probability of success for the individual and positions them to not be a liability to the community, themselves, or others.

Proper use of funds is ensured through our I.T. systems, where only administrators (CEO and Program Administrator) can add new service types to the system and regional Care Coordinators can only make claims for existing service types in the system. In this system, each offender has a service plan specifically developed for him/her and each service provided is shown and tracked separately, offering total transparency and traceability of every service dollar spent for each offender. For repeat participants, the system even tracks services and costs within each episode of care.

- A. **Contract Implementation Meetings**
The Contractor must participate in an initial implementation meeting at the time of Contract commencement. The Contractor must provide State-MDOC staff with an initial orientation to its organization. The purpose of the initial meeting will be to review the Contractor's implementation plan and develop action steps with deadlines. The State-MDOC may also request follow-up meetings as needed to support the implementation process.
- B. **Operations Meetings**
The Contractor and the State-MDOC will host combined team meetings on a bi-monthly basis. The purpose of these meetings will be to discuss operational issues stemming from contractual requirements as outlined in Exhibit A – Statement of Work-Contract Activities.
- C. **Periodic Site Visits**
Upon request by the State-MDOC, the Contractor must schedule, coordinate, and hold scheduled site visits with designated representatives from the State-MDOC for monitoring of the Contractor's internal controls processes.
- D. **Exit/Transition Meeting**
The Contractor must provide the State-MDOC with a Contract transition and closure plan 90 days prior to the Contract completion date in the absence of a Contract renewal or extension option. This plan must include continuity of care for offenders during the transition to another Contractor.
- E. **Other Meetings**
The State-MDOC may request other meetings, as it deems appropriate.

8. RISK-NEEDS-RESPONSIVITY

- A. The Contractor's service provision model must reflect best practice and evidenced based models of transition and offender rehabilitation. Since its inception, the RPOSN has been effective in reducing crime and enhancing public safety. Maintaining these gains and reducing recidivism continues to be a leading priority and the State-MDOC expects any RPOSN Contractor to be a collaborative partner toward these goals, including but not limited to, the following elements:

- (1) Collaborating effectively with State-MDOC FOA on the integration of criminogenic risk factors with mental health and substance abuse needs.
- (2) Encouraging treatment providers to match the intensity of the offender's intervention to their risk of reoffending.
- (3) Ensuring treatment system has capacity and skills to serve populations.
- (4) Engaging prosocial community influences to support interventions.
- (5) Recognizing the co-morbidity of physical, mental health and substance abuse disorders.

A summary of offender needs related to criminal history and risk factors will be included in each Needs Assessment submitted by MDOC. This summary will include information related to the following:

- 1) Type, date and nature of the current offense(s)
- 2) Sentence summary including ERD, max date and history of paroles
- 3) History of antisocial behavior including brief summary of prior arrests and convictions
- 4) MDOC misconducts considered serious over the previous four years, gang history and STG designation
- 5) Current MDOC security level and history of placement in administrative segregation
- 6) Available risk data from the most recently administered COMPAS Risk and Needs Assessment
- 7) Review of criminogenic needs (antisocial cognition, antisocial peers, antisocial personality, family/marital factors)

The State-MDOC requires the Contractor to develop Aftercare Plans that specifically address the identified risks and needs through a Plan and Identified Providers response for each offender referred.

9. REPORTS

- A. The following reports are due to the State-MDOC CCI on a monthly basis by the 20th day of the following month:

- (1) Detailed invoices submitted listing each offender categorized by special needs target group (mentally ill, medically fragile) and providing detail on deliverables (units per offender, costs per deliverable, etc.) as determined by the State-MDOC. Any invoice received beyond this date may be deemed void and not reimbursable.
- (2) Care coordination productivity by coordinator and region:
 - a. New cases
 - b. Closed cases
 - c. Average number of days for Aftercare Plan submissions
 - d. Success rates as defined in Section I, Duration of Services
 - e. Other indicators as requested by the State-MDOC
- (3) Report listing any and all new subcontracts as well as copies of newly signed contracts with care coordinators and service and home providers;
- (4) Benefits eligibility, screening and status reports;
- (5) Key Performance Indicator Report – a report that represents a collaborative agreement between the Contractor and the State-MDOC on critical metrics and targets related to service provision and outcomes:
 - a. Average length of service provision
 - b. Average caseload by care coordinator
 - c. Number and percentage of active cases returned to prison within the reporting period
 - d. Number and percentage of active cases during the current reporting period that have been served by the program within the past five (5) years
 - e. Other indicators as requested by the State-MDOC

B. The following report(s) are due to the State-MDOC CCI on a quarterly basis by the 20th day of the month following the close of the most recent quarter (State-MDOC quarters are October 1 – December 31; January 1 – March 31; April 1 – June 30; July 1 – September 30):

- (1) Results for Service Level Agreements (SLA) indicators
- (2) Report detailing all reimbursements submitted and received by the Contractor during the reporting period.
- (3) Training reports, detailing the topic(s), duration, and attendance of Contractor employees and subcontractors.
- (4) Aggregate report by target group (mental illness, medically fragile), referral source (Parole Board or Community Referral) status (service plan versus service extension) of active offenders at the beginning of the quarter, new referrals, closed cases broken down by successful/unsuccessful, and active offenders at end of quarter;
- (5) Quality Assurance and Quality Improvement Reports – report on performance improvement activities, targets and timelines, including reports on care coordinator and subcontractor (housing and service providers) performance;
- (6) Report on Internal Control Audits – report on internal control activities and audits performed by the Contractor. Note that any breach of internal control systems must be reported immediately to the State-MDOC CCI.

C. The following reports are due to the State-MDOC CCI on an annual basis by the 20th day of the month following the end of the fiscal year (State-MDOC fiscal year is October 1 – September 30):

- (1) Annual Report of Contract Activities including cumulative reviews of all monthly and quarterly reporting requirements.
- (2) Reports for Key Performance Indicators to be developed in conjunction with the State-MDOC as part of the Contractor's Quality Assurance Plan.
- (3) Financials Requiring Full Disclosure – Balance Sheet, Revenue Statement, Expenditure Statement, Evaluation of Liquidity, Long-term Liabilities

D. The State-MDOC reserves the right to request additional reporting requirements from the Contractor as needed.

The Contractor agrees to provide program specific financial statements on an annual basis.

E. The Contractor must develop a monthly program report format for approval by the State-MDOC within 30 days of the Contract start date. The Contractor must furnish the State-MDOC such statistical and other information on contracted services as required by the State-MDOC at such

time and in such manner as may be required to evaluate services and offender outcomes.

10. PROJECT PLAN

- A. The Contractor must submit a project plan to the State-MDOC. The project plan must include steps being taken in order to implement the Contract Activities on the first day of the Contract start date.

The project 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 bid proposals; (b) the project breakdown showing sub-projects, tasks, and resources required; and (c) estimated ramp-up timeframes for implementing the RPOSN Contract if awarded. The project plan should identify items such as the required contact personnel; project management process; project breakdown identifying sub-projects, tasks, and resources required; expected frequency and mechanisms for updates/progress reviews; process for addressing issues/changes; and individuals responsible for receiving/reacting to the requested information.

- B. The Contractor must carry out this project under the direction and control of the State-MDOC.

11. SERVICE LEVEL AGREEMENTS

- A. The State-MDOC and the Contractor will work in collaboration to develop a detailed plan which provides both a clearly defined process and measurable outcomes for successful monitoring and resolution of performance issues, or Service Level Agreements (SLAs). These SLAs will be annually reviewed and customized in partnership with the State-MDOC and the Contractor, reflecting the specific issues, indicators, updates, operating characteristics and requirements which are unique to this project while incorporating consistent "best practices" and industry standards.

(1) Audit Process

Utilizing the Contract standards as its foundation, the following four core performance component SLAs have been identified, and must be reviewed and audited quarterly.

An audit team consisting of the State-MDOC staff designated by the Bureau of Healthcare Leadership Team and the Contractor will perform audits on the performance of Contractor services. Each audit will be scheduled in advance, and may require the participation of one or more members of the Contractor's key staff. The Contractor must provide the State-MDOC audit team access to all the case management records, logbooks, staffing charts, time reports, and other requested documents as required to assess Contractor performance. Such activities may be conducted on-site at the Contractor's main headquarters, but will be conducted in a manner so as not to disrupt the routine business. When necessary, State-MDOC records will be utilized to establish facts or corroborate other information. All audits are designed and performed in accordance with the following standards:

- a. The RPOSN contract
- b. Commission on Accreditation of Rehabilitative Facilities (CARF) standards
- c. State of Michigan Rules and Regulations
- d. State-MDOC's Policies, Procedures, Rules, Regulations, and Protocols

General requirements applicable to offenders will be assessed via a data review of a statistically appropriate sample, mutually agreed upon by the Contractor and the State-MDOC. Other requirements relevant to a segment of the offender population may be monitored by a higher percentage (up to 100%) of the records of the offenders served. The State-MDOC reserves the right to have the audit validated by a third party reviewer.

The third party reviewer, as part of their review, will evaluate any related State-MDOC factors beyond the Contractor's control to determine if they had a significant impact upon the Contractor's ability to meet the SLA, and shall take that into consideration when determining the Contractor's SLA compliance. The third party reviewer will also, as part of their review, accept and evaluate additional information provided by the Contractor, within the timelines of their review process. Penalties may be assessed based on the findings of the State-MDOC and/or the third party reviewer.

(2) Transition Period

Recognizing the complexity inherent in transitioning a Contractor into an existing correctional system, the amount of change required in clinical and administrative operations, and the need for the State-MDOC and Contractor to agree upon a clear

process and set of measures, there will be an initial transition period of 180 days prior to the implementation of specific SLA penalties. This does not mean that the performance monitoring process does not occur or is put on hold; rather, this time period allows the State-MDOC and Contractor to put in place and test-run the monitoring/audit and corrective action processes and to make adjustments as needed.

(3) **Completion of Audit**

At the conclusion of an audit, the audit team will share the preliminary results with the respective State-MDOC and Contractor staff. Copies of completed audit documents will be provided to the Contractor's management team and the State-MDOC CCI or designee. Necessary corrective action plans will be initiated by the Contractor and communicated to the State-MDOC CCI or designee. The Contractor may request review and reconsideration in the findings via appeal to the State-MDOC CCI or designee. The Contractor must specifically address each disputed finding and justification for appealing such. The State-MDOC CCI or designee will render a final decision on the appeal to Contractor within 30 days of receipt.

(4) **Threshold Compliance**

For the first 180 days of this process, for each indicator, no SLA penalties will be assessed, although the State-MDOC will begin monitoring the Contractor's progress at the time of Contract commencement. The thresholds will be summed in aggregate for each indicator on a quarterly basis; however, a penalty will be assessed for each indicator that falls within one of the defined tiers in the first assessment period that occurs after the allotted 180-day grace period. Each indicator will have a target threshold expectation, as well as three tiers for assessing penalties for failure to reach or exceed the target. The SLAs that are determined to fall below the compliance percentage will be re-evaluated during the next quarterly audit. In the event they continue to fall below the Tier 3 threshold, the penalty amount will be doubled. Results from audits will be rounded to the nearest hundredth to determine the final score and any resulting penalties.

For each element reviewed, an adjustment to compensation has been specified in the case of non-compliance. The State-MDOC will withhold the monetary amount from the Contractor's compensation for substandard performance in the designated SLA areas. The Contractor will be notified in writing and the appropriate deduction will be made. The Contractor will implement a phased-in or tiered level of threshold compliance to be utilized in the audit process, allowing the corrective actions and operational improvements to be implemented which will impact successive performance results.

Penalty Assessment Table for RPOSN SLAs	Year One	Years 2+	Year One	Years 2+
	Threshold (%)		Penalty Assessed	
Required Compliance Level	80+	90+	\$0.00	\$0.00
Tier 1	75+	85+	\$2,500.00	\$5,000.00
Tier 2	70+	80+	\$5,000.00	\$7,500.00
Tier 3	65+	75+	\$7,500.00	\$10,000.00

The penalty thresholds and rates for Year One are valid from Day 181 through Day 365 (or Day 366 in a leap year). The required compliance level for the remainder of the Contract, including renewal options and extensions, will take effect as of the first day of Year 2.

The SLA Outcome Measures and Performance Guarantees outline areas that are subject to adjustment to the Contractor's compensation. Objective performance criteria are subject to change at the discretion of the State-MDOC in consultation with the Contractor. The Contractor will be given a 180-day notice to prepare for any new or modified criterion.

(5) **Corrective Action Process**

Detailed Corrective Action Plans (CAPs) will be developed and submitted to the State-MDOC CCI or designee within 15 days of notification from the State-MDOC to address deficiencies when compliance thresholds are not met. The CAPs will be provided in a

standardized format throughout the State-MDOC project and will specify the following information:

- a. Compliance Criteria
- b. Percent of Compliance
- c. Specific Description of Deficiency
- d. Timeframe for Corrective Action
- e. Contractor Personnel Responsible for Monitoring CAPs
- f. Completion Date

The CAPs will be maintained on-site and will be reviewed and discussed as part of regularly scheduled meetings with the State-MDOC. Documentation to support completion of corrective action will be provided to the State-MDOC CCI or designee. All CAPs must be approved by the State-MDOC prior to implementation and are submit to periodic reevaluation by the State-MDOC CCI or designee.

In the event the Contractor fails to make sufficient progress on approved CAPs after a period of repeated audits of one or more targets that fall below the required threshold, the State-MDOC reserves the right to deem one or more aspects of the Contractor's performance on SLAs and resulting CAPs as a chronic failure. Once the Contractor's performance has fallen to the point of becoming a chronic failure, the State-MDOC may choose to impose Liquidated Damages (see Exhibit A, #15, Liquidated Damages) in addition to the SLA penalties until such time the Contractor sufficiently corrects the deficiencies contributing to the chronic failure(s).

B. SLA #1: Aftercare Planning for D47 Offenders

- (1) **Definition and Purpose of Auditing this Criterion:** The State-MDOC requires that every special needs offender releasing from a correctional facility is provided with a completed Aftercare Plan which addresses each identified need of the offender in order to optimize a successful transition to the community.
- (2) **Elements of the Criterion:** For any referred special needs offender, an Aftercare Plan that identifies resources and supports available to the offender in the community will be initiated immediately upon receipt of referral and documentation from State-MDOC.
- (3) **Indicator #1-1**
 - a. **Indicator:** The completed Aftercare Plan must be returned to the State-MDOC within established guidelines.
 - b. **Methodology:** The Contractor reviews clinical needs assessment and electronic clinical records released from State-MDOC, and collaborates with community providers in the development of an individualized Aftercare Plan.
 - c. **Acceptable Standard:** Threshold is 90% of completed Aftercare Plans returned within 60 days of receiving the needs assessment and clinical packet from the State-MDOC.
- (4) **Indicator #1-2**
 - (a) **Indicator:** The completed Aftercare Plan must be approved by the State-MDOC treatment teams as meeting the needs of the offender.
 - (b) **Methodology:** The Contractor must assess identified needs and work with community providers to effectively address those needs, linking the community providers with treatment teams as necessary.
 - (c) **Acceptable Standard:** Threshold of 90% of all submitted Aftercare Plans are approved by the State-MDOC treatment teams within 60 days of initial receipt.

C. SLA#2: Provision of Mental Health Services

- (1) **Definition and Purpose of Auditing this Criterion:** To ensure timely access to mental health care for offenders returning to the community with identified mental health needs.
- (2) **Elements of the Criterion:** To ensure that every offender with identified mental health needs are receiving timely and appropriate treatment in the community.
- (3) **Indicator #2-1**
 - (a) **Indicator:** Offenders releasing to the community have attended a mental health appointment within 14 days of release from prison.

- (b) Methodology: The Contractor must utilize the Initial Case Conference to confirm or arrange for mental health assessment appointments with the appropriate community providers. The State-MDOC contract management team will periodically audit completed Aftercare Plans, documented case management notes and parole agent case notes for evidence of appointment coordination.
- (c) Acceptable Standard: Threshold of 90% of offenders releasing with identified mental health needs have attended an initial mental health appointment within 14 days of release to the community.

D. SLA#3: Aftercare Planning for Community Referrals

- (1) Definition and Purpose of Auditing this Criterion: The State-MDOC requires that every special needs offender that is referred for RPOSN services as a community referral is provided with a completed Aftercare Plan which addresses each identified need of the offender in order to optimize a successful transition back into the community.
- (2) Elements of the Criterion: For any referred special needs offender, an Aftercare Plan that identifies resources and supports available to the offender in the community will be initiated immediately upon receipt of referral from the State-MDOC CCI or designee.
- (3) Indicator #3-1
 - (a) Indicator: The completed Aftercare Plan must be returned to State-MDOC within established guidelines.
 - (b) Methodology: Upon receipt of community referral, the Contractor initiates a clinical needs assessment and collaborates with community providers to develop an Aftercare Plan.
 - (c) Acceptable Standard: Threshold of 90% of completed Aftercare Plans returned within seven days of receiving the community referral from State-MDOC CCI or designee.

12. **THIRD PARTY REVIEWER**

The State-MDOC has a third party reviewer contract which assists the State-MDOC in assessing services provided under the Contract, including, but not limited to review and enforcement of SLAs, review and monitoring of claims and invoice data, site visits related to contractual obligations, and assistance in other areas as appropriate. The Contractor must provide all requested information (financial information, claims, billings, payroll, relevant data, etc.) to the third party reviewer, copying the State-MDOC CCI. The Contractor does not have any financial responsibility for the payment of the third party reviewer.

13. **PRISON RAPE ELIMINATION ACT OF 2003, PUBLIC LAW 108-79, SEPT. 4, 2003 (PREA)**

The Contractor must comply with the Prison Rape Elimination Act of 2003 and the State-MDOC's PREA Prevention Plan. The Contractor must immediately refer any allegations or forms of sexual abuse or sexual harassment (staff-on-prisoner and prisoner-on-prisoner) to the State-MDOC CCI in writing. The Contractor must ensure compliance with the applicable standards of the PREA at <http://www.gpo.gov/fdsys/pkg/FR-2012-06-20/pdf/2012-12427.pdf>. The State-MDOC CCI or designee will serve as the PREA Compliance Manager. See Attachment B, Prison Rape Elimination Act.

The Contractor will provide training to all staff with regard to the PREA, its requirements and expectations. In the course of the Contractor's work, if it comes to any the contractor staff's attention that any offender has experiences sexual abuse or harassment, this will be immediately reported to the State-MDOC Program Manager.

14. **VENDOR HANDBOOK**

The Contractor will require all its employees working inside a State-MDOC correctional facility, to read and sign the State-MDOC Vendor Handbook upon award of Contract. The purpose of the State-MDOC Vendor Handbook is to provide the Contractor with general information regarding basic requirements of working within the State-MDOC, and provide notice of work rules and consequences of rule violations. The awarded Contractor must provide copies of each signed Employee Acknowledgement to the CCI, at the completion of the employee's orientation. See Attachment C, Vendor Handbook.

15. **LIQUIDATED DAMAGES**

Late or improper completion of the Contract Activities will cause loss and damage to the State-MDOC and it would be impracticable and extremely difficult to fix the actual damage sustained by the State-MDOC. Therefore, if there is late or improper completion of the Contract Activities the State-MDOC is entitled to collect liquidated damages in the amount of \$5,000.00 and an additional \$100.00 per day for each day Contractor fails to remedy the late or improper completion of the Contract Activities.

16. ELECTRONIC HEALTH RECORDS (EHR)

- A. The State-MDOC uses a comprehensive EHR for all inmate health services. The current EHR is NextGen 5.5. The Contractor may access the EHR to review mental health assessments, treatment interventions, medications and lab work for offenders that meet the following criteria: 1) are housed at a State-MDOC facility, and 2) are on the Contractor's current assigned caseload.
- B. The State-MDOC will provide initial training for navigating the EHR to approved contractual staff. The Contractor must ensure compliance with all applicable laws pertaining to privacy and meaningful use. The Contractor may provide training to additional contractual staff with approval from the State-MDOC.



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("Contract") is agreed to between the State of Michigan, Department of Corrections (the "State") and Professional Consulting Services, Inc. ("Contractor"), a Michigan corporation. This Contract is effective December 1, 2015 ("Effective Date"), and unless terminated, expires on November 30, 2018.

This Contract may be renewed for up to two additional one-year period(s). Renewal must be by written agreement of the parties.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in Exhibit 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 Exhibit 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:
Michael J. Davis – Assistant Mental Health Director 9036 E. M-36 Whitmore Lake, MI 48189 DavisM24@michigan.gov 734-449-3897	Michael J. Halacka, Owner and CEO Professional Consulting Services, Inc. 306 W. Michigan Ave. Jackson, MI 49201 mhalacka@the Contractorjxn.com 517-768-9200

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract (each a "Contract Administrator"):

If to State:	If to Contractor:
Procurement Michigan Department of Corrections P.O. Box 30003 Lansing, MI 48909	Michael J. Halacka, Owner and CEO Professional Consulting Services, Inc. 306 W. Michigan Ave. Jackson, MI 49201 mhalacka@the Contractorjxn.com 517-768-9200

4. **Contract Compliance Inspector.** The Contract Compliance Inspector for each party will monitor and coordinate the day-to-day activities of the Contract (each a "Contract Compliance Inspector"):

If to State:	If to Contractor:
Kevin Weissenborn, Finance Manager Michigan Department of Corrections P.O. Box 30003 Lansing, MI 48909 weissenbornK@michigan.gov (517) 373-9550	Michael J. Halacka, Owner and CEO Professional Consulting Services, Inc. 306 W. Michigan Ave. Jackson, MI 49201 mhalacka@the Contractorjxn.com 517-768-9200

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 Exhibit 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 an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy: (1) 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; (2) include a waiver of subrogation; and (3) for a claims-made policy, provide 3 years of tail coverage.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$100,000 Each Accident \$100,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Privacy and Security (Cyber Liability) Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	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) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 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.

7. **Reserved.**

8. **Reserved**

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.** 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, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.

14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit 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 Exhibit 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 Error! Reference source not found., 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 Contract Compliance Inspectors 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 Exhibit 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 Contract Activities purchased under the Contract are for the State's exclusive use. Prices are exclusive of all taxes, and Contractor is solely responsible for payment of any applicable taxes.

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

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

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

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

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

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

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

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

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 Error! Reference source not found., 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.** Such transition assistance Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 270 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 may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "Transition Responsibilities"). This Contract will automatically be extended through the end of the transition period.
26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

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

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

accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **Reserved.**
31. **State Data.**
 - a. **Ownership.** The State's data ("State Data," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("PHI") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
 - b. **Contractor Use of State Data.** Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
 - c. **Extraction of State Data.** Contractor must, within one (1) business day 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 Exhibit 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 Exhibit 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 of Data.** In the event of any act, error or omission, negligence, misconduct, or breach 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) 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 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) 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 expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and, (h) provide to the State a detailed plan within 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, 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. This Section survives the termination of this Contract.

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

Meaning of Confidential Information. For the purposes of this Contract, the term "Confidential Information" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

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.

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.

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.

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 non-State Data Confidential Information is not feasible, such party must destroy

the non-State Data Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

Data Privacy and Information Security.

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.

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.

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.

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.

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.

Reserved.

Reserved.

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 seven 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 ten 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.

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

considered a material breach of this Contract, which entitles the State to terminate this Contract under Section Error! Reference source not found., Termination for Cause.

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.

Compliance with Laws. Contractor must comply with all federal, state and local laws, rules and regulations.

Reserved.

Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

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.

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.

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.

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.

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 Contract Compliance Inspectors. 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.

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.

Website Incorporation. The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

Order of Precedence. In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.

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.

Waiver. Failure to enforce any provision of this Contract will not constitute a waiver.

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.

Entire Contract and Modification. This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice").

STATE OF MICHIGAN

Reentry Project for Offenders with Special Needs

EXHIBIT B PRICING

1. Pricing is firm for a 365 day period ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period, if approved.

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-MDOC 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-MDOC 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.

2. The Contractor's out-of-pocket expenses are not separately reimbursable by the State-MDOC unless, on a case-by-case basis for unusual expenses, the State-MDOC has agreed in advance and in writing to reimburse the Contractor for the expense at the State-MDOC's current travel reimbursement rates. See www.michigan.gov/dtmb for current rates.

3. The Contractor may request a one-time case advance within the first 30 days of the Contract year in the amount of 1/2 of 1/12 of the annual contract value with additional requests approved by the State-MDOC. Cash advances will be reconciled against the last expenditure report for the fiscal year.

CASE RATE	
D-47	\$9,300.00
D-48	\$12,950.00
Community Referrals	Community referrals will be classified as either a D47 or D48 at the time of referral and paid according to current case rates.

The contractor shall be paid according to the following compensation schedules: Note that for all four service categories below, compensation ceases when cases are closed short of 180 days. Monthly service charges will be paid for the month if offender remains open for any portion of the month.

Service category: Paroles - Mentally Ill/(D47)			
Number of Days in Service Plan:		180	
Proposed 180-day case rate:		\$9,300.00	
		%	\$
Pre-release planning:		10	930.00
Day of release payment:		20	1,860.00
Successful case closure payment:		10	930.00

Monthly service charge of \$930 for 6 months:	60	5,580.00
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Service category: Paroles - Medically Fragile/(D48)		
Number of Days in Service Plan:	180	
Proposed 180-day case rate:	\$12,950.00	
	%	\$
Pre-release planning:	10	1,295.00
Day of release payment:	30	3,885.00
Successful case closure payment:	10	1,295.00
Monthly service charge of \$1,079 for 6 months:	50	6,475.00
Service category: Community Referral - Mentally Ill/(D47)		
Number of Days in Service Plan:	180	
Proposed 180-day case rate:	\$9,300.00	
	%	\$
Receipt of approved referral:	25	2,325.00
AC plan approved:	10	930.00
Successful case closure payment:	10	930.00
Monthly service charge of \$852.50 for 6 months:	55	5115.00

Service category: Community Referral - Medically Fragile/(D48)		
Number of Days in Service Plan:	180	
Proposed 180-day case rate:	\$12,950.00	
	%	\$
Receipt of approved referral:	25	3,238.00
AC plan approved:	10	1,295.00
Successful case closure payment:	10	1,295.00
Monthly service charge of \$1,187 for 6 months:	55	7,122.00

STATE OF MICHIGAN

Reentry Project for Offenders with Special Needs

Attachment A – Prison Rape Elimination Act

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§ 115.5 General definitions.

For purposes of this part, the term—

Agency means the unit of a State, local, corporate, or nonprofit authority, or of the Department of Justice, with direct responsibility for the operation of any facility that confines inmates, detainees, or residents, including the implementation of policy as set by the governing, corporate, or nonprofit authority.

Agency head means the principal official of an agency.

Community confinement facility means a community treatment center, halfway house, restitution center, mental health facility, alcohol or drug rehabilitation center, or other community correctional facility (including residential re-entry centers), other than a juvenile facility, in which individuals reside as part of a term of imprisonment or as a condition of pre-trial release or post-release supervision, while participating in gainful employment, employment search efforts, community service, vocational training, treatment, educational programs, or similar facility-approved programs during nonresidential hours.

Contractor means a person who provides services on a recurring basis pursuant to a contractual agreement with the agency.

Detainee means any person detained in a lockup, regardless of adjudication status.

Direct staff supervision means that security staff are in the same room with, and within reasonable hearing distance of, the resident or inmate.

Employee means a person who works directly for the agency or facility.

Exigent circumstances means any set of temporary and unforeseen circumstances that require immediate action in order to combat a threat to the security or institutional order of a facility.

Facility means a place, institution, building (or part thereof), set of buildings, structure, or area (whether or not enclosing a building or set of buildings) that is used by an agency for the confinement of individuals.

Facility head means the principal official of a facility.

Full compliance means compliance with all material requirements of each standard except for *de minimis* violations, or discrete and temporary violations during otherwise sustained periods of compliance.

Gender nonconforming means a person whose appearance or manner does not conform to traditional societal gender expectations.

Inmate means any person incarcerated or detained in a prison or jail.

Intersex means a person whose sexual or reproductive anatomy or chromosomal pattern does not seem to fit typical definitions of male or female. Intersex medical conditions are sometimes referred to as disorders of sex development.

Jail means a confinement facility of a Federal, State, or local law enforcement agency whose primary use is to hold persons pending adjudication of criminal charges, persons committed to confinement after adjudication of criminal charges for sentences of one year or less, or persons adjudicated guilty who are awaiting transfer to a correctional facility.

Juvenile means any person under the age of 18, unless under adult court supervision and confined or detained in a prison or jail.

Juvenile facility means a facility primarily used for the confinement of juveniles pursuant to the juvenile justice system or criminal justice system.

Law enforcement staff means employees responsible for the supervision and control of detainees in lockups.

Lockup means a facility that contains holding cells, cell blocks, or other secure enclosures that are:
(1) Under the control of a law enforcement, court, or custodial officer; and
(2) Primarily used for the temporary confinement of individuals who have recently been arrested, detained, or are being transferred to or from a court, jail, prison, or other agency.

Medical practitioner means a health professional who, by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her professional practice. A “qualified medical practitioner” refers to such a professional who has also successfully completed specialized training for treating sexual abuse victims.

Mental health practitioner means a mental health professional who, by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her professional practice. A “qualified mental health practitioner” refers to such a professional who has also successfully completed specialized training for treating sexual abuse victims.

Pat-down search means a running of the hands over the clothed body of an inmate, detainee, or resident by an employee to determine whether the individual possesses contraband.

Prison means an institution under Federal or State jurisdiction whose primary use is for the confinement of individuals convicted of a serious crime, usually in excess of one year in length, or a felony.

Resident means any person confined or detained in a juvenile facility or in a community confinement facility.

Secure juvenile facility means a juvenile facility in which the movements and activities of individual residents may be restricted or subject to control through the use of physical barriers or intensive staff supervision. A facility that allows residents access to the community to achieve treatment or correctional objectives, such as through educational or employment programs, typically will not be considered to be a secure juvenile facility.

Security staff means employees primarily responsible for the supervision and control of inmates, detainees, or residents in housing units, recreational areas, dining areas, and other program areas of the facility.

Staff means employees.

Strip search means a search that requires a person to remove or arrange some or all clothing so as to permit a visual inspection of the person’s breasts, buttocks, or genitalia.

Transgender means a person whose gender identity (*i.e.*, internal sense of feeling male or female) is different from the person’s assigned sex at birth.

Substantiated allegation means an allegation that was investigated and determined to have occurred.

Unfounded allegation means an allegation that was investigated and determined not to have occurred.

Unsubstantiated allegation means an allegation that was investigated and the investigation produced insufficient evidence to make a final determination as to whether or not the event occurred.

Volunteer means an individual who donates time and effort on a recurring basis to enhance the activities and programs of the agency.

Youthful inmate means any person under the age of 18 who is under adult court supervision and incarcerated or detained in a prison or jail.

Youthful detainee means any person under the age of 18 who is under adult court supervision and detained in a lockup.

§ 115.6 Definitions related to sexual abuse.

For purposes of this part, the term—

Sexual abuse includes—

- (1) Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident; and
- (2) Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer.

Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:

- (1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- (2) Contact between the mouth and the penis, vulva, or anus;
- (3) Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
- (4) Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

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

- (1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- (2) Contact between the mouth and the penis, vulva, or anus;
- (3) Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (4) Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (5) Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (6) Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs (1)-(5) of this section;
- (7) Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident, and
- (8) Voyeurism by a staff member, contractor, or volunteer.

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

Sexual harassment includes—

- (1) Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one inmate, detainee, or resident directed toward another; and
- (2) Repeated verbal comments or gestures of a sexual nature to an inmate, detainee, or resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

<i>Prevention Planning</i>	
<i>§ 115.11 Zero tolerance of sexual abuse and sexual harassment; PREA coordinator.</i>	
	(a) An agency shall have a written policy mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the agency's approach to preventing, detecting, and responding to such conduct.
	(b) An agency shall employ or designate an upper-level, agency-wide PREA coordinator with sufficient time and authority to develop, implement, and oversee agency efforts to comply with the PREA standards in all of its facilities.
	(c) Where an agency operates more than one facility, each facility shall designate a PREA compliance manager with sufficient time and authority to coordinate the facility's efforts to comply with the PREA standards.
<i>Prevention Planning</i>	
<i>§ 115.12 Contracting with other entities for the confinement of inmates.</i>	
	(a) A public agency that contracts for the confinement of its inmates with private agencies or other entities, including other government agencies, shall include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
	(b) Any new contract or contract renewal shall provide for agency contract monitoring to ensure that the contractor is complying with the PREA standards.
<i>Prevention Planning</i>	
<i>§ 115.13 Supervision and monitoring.</i>	
	(a) The agency shall ensure that each facility it operates shall develop, document, and make its best efforts to comply on a regular basis with a staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect inmates against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, facilities shall take into consideration: <ol style="list-style-type: none"> (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: <ol style="list-style-type: none"> (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.

Prevention Planning
§ 115.14 Youthful inmates.

(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.

Prevention Planning
§ 115.15 Limits to cross-gender viewing and searches.

(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.

Prevention Planning
§ 115.16 Inmates with disabilities and inmates who are limited English proficient.

(a) The agency shall take appropriate steps to ensure that inmates with disabilities (including, for example, inmates who are deaf or hard of hearing, those who are blind or have low vision, or those who have intellectual, psychiatric, or speech disabilities), have an equal opportunity to participate in or benefit from all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment. Such steps shall include, when necessary to ensure effective communication with inmates who are deaf or hard of hearing, providing access to interpreters who can interpret effectively, accurately,

and impartially, both receptively and expressively, using any necessary specialized vocabulary. In addition, the agency shall ensure that written materials are provided in formats or through methods that ensure effective communication with inmates with disabilities, including inmates who have intellectual disabilities, limited reading skills, or who are blind or have low vision. An agency is not required to take actions that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity, or in undue financial and administrative burdens, as those terms are used in regulations promulgated under title II of the Americans With Disabilities Act, 28 CFR 35.164.

(b) The agency shall take reasonable steps to ensure meaningful access to all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment to inmates who are limited English proficient, including steps to provide interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.

(c) The agency shall not rely on inmate interpreters, inmate readers, or other types of inmate assistants except in limited circumstances where an extended delay in obtaining an effective interpreter could compromise the inmate's safety, the performance of first-response duties under § 115.64, or the investigation of the inmate's allegations.

Prevention Planning
§ 115.17 Hiring and promotion decisions.

(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.

Prevention Planning
§ 115.18 Upgrades to facilities and technologies.

(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.

Responsive Planning

§ 115.21 Evidence protocol and forensic medical examinations.

(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.

Responsive Planning

§ 115.22 Policies to ensure referrals of allegations for investigations.

(a) The agency shall ensure that an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment.

(b) The agency shall have in place a policy to ensure that allegations of sexual abuse or sexual harassment are referred for investigation to an agency with the legal authority to conduct criminal investigations, unless the allegation does not involve potentially criminal behavior. The agency shall publish such policy on its website or, if it does not have one, make the policy available through other means. The agency shall document all such referrals.

(c) If a separate entity is responsible for conducting criminal investigations, such publication shall describe the responsibilities of both the agency and the investigating entity.

(d) Any State entity responsible for conducting administrative or criminal investigations of sexual abuse

or sexual harassment in prisons or jails shall have in place a policy governing the conduct of such investigations.
(e) Any Department of Justice component responsible for conducting administrative or criminal investigations of sexual abuse or sexual harassment in prisons or jails shall have in place a policy governing the conduct of such investigations.
<i>Training and Education</i> <i>§ 115.31 Employee training.</i>
(a) The agency shall train all employees who may have contact with inmates on: <ul style="list-style-type: none"> (1) Its zero-tolerance policy for sexual abuse and sexual harassment; (2) How to fulfill their responsibilities under agency sexual abuse and sexual harassment prevention, detection, reporting, and response policies and procedures; (3) Inmates' right to be free from sexual abuse and sexual harassment; (4) The right of inmates and employees to be free from retaliation for reporting sexual abuse and sexual harassment; (5) The dynamics of sexual abuse and sexual harassment in confinement; (6) The common reactions of sexual abuse and sexual harassment victims; (7) How to detect and respond to signs of threatened and actual sexual abuse; (8) How to avoid inappropriate relationships with inmates; (9) How to communicate effectively and professionally with inmates, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming inmates; and (10) How to comply with relevant laws related to mandatory reporting of sexual abuse to outside authorities.
(b) Such training shall be tailored to the gender of the inmates at the employee's facility. The employee shall receive additional training if the employee is reassigned from a facility that houses only male inmates to a facility that houses only female inmates, or vice versa.
(c) All current employees who have not received such training shall be trained within one year of the effective date of the PREA standards, and the agency shall provide each employee with refresher training every two years to ensure that all employees know the agency's current sexual abuse and sexual harassment policies and procedures. In years in which an employee does not receive refresher training, the agency shall provide refresher information on current sexual abuse and sexual harassment policies.
(d) The agency shall document, through employee signature or electronic verification, that employees understand the training they have received.
<i>Training and Education</i> <i>§ 115.32 Volunteer and contractor training.</i>
(a) The agency shall ensure that all volunteers and contractors who have contact with inmates have been trained on their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures.
(b) The level and type of training provided to volunteers and contractors shall be based on the services they provide and level of contact they have with inmates, but all volunteers and contractors who have contact with inmates shall be notified of the agency's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
(c) The agency shall maintain documentation confirming that volunteers and contractors understand the training they have received.
<i>Training and Education</i> <i>§ 115.33 Inmate education.</i>
(a) During the intake process, inmates shall receive information explaining the agency's zero-tolerance policy regarding sexual abuse and sexual harassment and how to report incidents or suspicions of sexual abuse or sexual harassment.
(b) Within 30 days of intake, the agency shall provide comprehensive education to inmates either in person or through video regarding their rights to be free from sexual abuse and sexual harassment and to be free from retaliation for reporting such incidents, and regarding agency policies and procedures for responding to such incidents.
(c) Current inmates who have not received such education shall be educated within one year of the effective date of the PREA standards, and shall receive education upon transfer to a different facility to

the extent that the policies and procedures of the inmate's new facility differ from those of the previous facility.
(d) The agency shall provide inmate education in formats accessible to all inmates, including those who are limited English proficient, deaf, visually impaired, or otherwise disabled, as well as to inmates who have limited reading skills.
(e) The agency shall maintain documentation of inmate participation in these education sessions.
(f) In addition to providing such education, the agency shall ensure that key information is continuously and readily available or visible to inmates through posters, inmate handbooks, or other written formats.
<i>Training and Education</i> <i>§ 115.34 Specialized training: Investigations.</i>
(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> <i>§ 115.35 Specialized training: Medical and mental health care.</i>
(a) The agency shall ensure that all full- and part-time medical and mental health care practitioners who work regularly in its facilities have been trained in:
(1) How to detect and assess signs of sexual abuse and sexual harassment;
(2) How to preserve physical evidence of sexual abuse;
(3) How to respond effectively and professionally to victims of sexual abuse and sexual harassment; and
(4) How and to whom to report allegations or suspicions of sexual abuse and sexual harassment.
(b) If medical staff employed by the agency conduct forensic examinations, such medical staff shall receive the appropriate training to conduct such examinations.
(c) The agency shall maintain documentation that medical and mental health practitioners have received the training referenced in this standard either from the agency or elsewhere.
(d) Medical and mental health care practitioners shall also receive the training mandated for employees under § 115.31 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> <i>§ 115.41 Screening for risk of victimization and abusiveness.</i>
(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> <i>§ 115.42 Use of screening information.</i>
(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> <i>§ 115.43 Protective custody.</i>
(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.

Reporting
§ 115.51 Inmate reporting.

(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.

Reporting
§ 115.52 Exhaustion of administrative remedies.

(a) An agency shall be exempt from this standard if it does not have administrative procedures to address inmate grievances regarding sexual abuse.

(b)(1) The agency shall not impose a time limit on when an inmate may submit a grievance regarding an allegation of sexual abuse.

(2) The agency may apply otherwise-applicable time limits to any portion of a grievance that does not allege an incident of sexual abuse.

(3) The agency shall not require an inmate to use any informal grievance process, or to otherwise attempt to resolve with staff, an alleged incident of sexual abuse.

(4) Nothing in this section shall restrict the agency's ability to defend against an inmate lawsuit on the ground that the applicable statute of limitations has expired.

(c) The agency shall ensure that—

(1) An inmate who alleges sexual abuse may submit a grievance without submitting it to a staff member who is the subject of the complaint, and

(2) Such grievance is not referred to a staff member who is the subject of the complaint.

(d)(1) The agency shall issue a final agency decision on the merits of any portion of a grievance alleging sexual abuse within 90 days of the initial filing of the grievance.

(2) Computation of the 90-day time period shall not include time consumed by inmates in preparing any administrative appeal.

(3) The agency may claim an extension of time to respond, of up to 70 days, if the normal time period for response is insufficient to make an appropriate decision. The agency shall notify the inmate in writing of any such extension and provide a date by which a decision will be made.

(4) At any level of the administrative process, including the final level, if the inmate does not receive a response within the time allotted for reply, including any properly noticed extension, the inmate may consider the absence of a response to be a denial at that level.

(e)(1) Third parties, including fellow inmates, staff members, family members, attorneys, and outside advocates, shall be permitted to assist inmates in filing requests for administrative remedies relating to allegations of sexual abuse, and shall also be permitted to file such requests on behalf of inmates.

(2) If a third party files such a request on behalf of an inmate, the facility may require as a condition of processing the request that the alleged victim agree to have the request filed on his or her behalf, and may also require the alleged victim to personally pursue any subsequent steps in the administrative remedy process.

(3) If the inmate declines to have the request processed on his or her behalf, the agency shall document the inmate's decision.

(f)(1) The agency shall establish procedures for the filing of an emergency grievance alleging that an

inmate is subject to a substantial risk of imminent sexual abuse.
(2) After receiving an emergency grievance alleging an inmate is subject to a substantial risk of imminent sexual abuse, the agency shall immediately forward the grievance (or any portion thereof that alleges the substantial risk of imminent sexual abuse) to a level of review at which immediate corrective action may be taken, shall provide an initial response within 48 hours, and shall issue a final agency decision within 5 calendar days. The initial response and final agency decision shall document the agency's determination whether the inmate is in substantial risk of imminent sexual abuse and the action taken in response to the emergency grievance.
(g) The agency may discipline an inmate for filing a grievance related to alleged sexual abuse only where the agency demonstrates that the inmate filed the grievance in bad faith.
<i>Reporting</i>
<i>§ 115.53 Inmate access to outside confidential support services.</i>
(a) The facility shall provide inmates with access to outside victim advocates for emotional support services related to sexual abuse by giving inmates mailing addresses and telephone numbers, including toll-free hotline numbers where available, of local, State, or national victim advocacy or rape crisis organizations, and, for persons detained solely for civil immigration purposes, immigrant services agencies. The facility shall enable reasonable communication between inmates and these organizations and agencies, in as confidential a manner as possible.
(b) The facility shall inform inmates, prior to giving them access, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.
(c) The agency shall maintain or attempt to enter into memoranda of understanding or other agreements with community service providers that are able to provide inmates with confidential emotional support services related to sexual abuse. The agency shall maintain copies of agreements or documentation showing attempts to enter into such agreements.
<i>Reporting</i>
<i>§ 115.54 Third-party reporting.</i>
The agency shall establish a method to receive third-party reports of sexual abuse and sexual harassment and shall distribute publicly information on how to report sexual abuse and sexual harassment on behalf of an inmate.
<i>Official Response Following an Inmate Report</i>
<i>§ 115.61 Staff and agency reporting duties.</i>
(a) The agency shall require all staff to report immediately and according to agency policy any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment that occurred in a facility, whether or not it is part of the agency; retaliation against inmates or staff who reported such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation.
(b) Apart from reporting to designated supervisors or officials, staff shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary, as specified in agency policy, to make treatment, investigation, and other security and management decisions.
(c) Unless otherwise precluded by Federal, State, or local law, medical and mental health practitioners shall be required to report sexual abuse pursuant to paragraph (a) of this section and to inform inmates of the practitioner's duty to report, and the limitations of confidentiality, at the initiation of services.
(d) If the alleged victim is under the age of 18 or considered a vulnerable adult under a State or local vulnerable persons statute, the agency shall report the allegation to the designated State or local services agency under applicable mandatory reporting laws.
(e) The facility shall report all allegations of sexual abuse and sexual harassment, including third-party and anonymous reports, to the facility's designated investigators.
<i>Official Response Following an Inmate Report</i>
<i>§ 115.62 Agency protection duties.</i>
When an agency learns that an inmate is subject to a substantial risk of imminent sexual abuse, it shall take immediate action to protect the inmate.
<i>Official Response Following an Inmate Report</i>
<i>§ 115.63 Reporting to other confinement facilities.</i>

(a) Upon receiving an allegation that an inmate was sexually abused while confined at another facility, the head of the facility that received the allegation shall notify the head of the facility or appropriate office of the agency where the alleged abuse occurred.
(b) Such notification shall be provided as soon as possible, but no later than 72 hours after receiving the allegation.
(c) The agency shall document that it has provided such notification.
(d) The facility head or agency office that receives such notification shall ensure that the allegation is investigated in accordance with these standards.
<i>Official Response Following an Inmate Report</i> <i>§ 115.64 Staff first responder duties.</i>
(a) Upon learning of an allegation that an inmate was sexually abused, the first security staff member to respond to the report shall be required to: (1) Separate the alleged victim and abuser; (2) Preserve and protect any crime scene until appropriate steps can be taken to collect any evidence; (3) If the abuse occurred within a time period that still allows for the collection of physical evidence, request that the alleged victim not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating; and (4) If the abuse occurred within a time period that still allows for the collection of physical evidence, ensure that the alleged abuser does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating.
(b) If the first staff responder is not a security staff member, the responder shall be required to request that the alleged victim not take any actions that could destroy physical evidence, and then notify security staff.
<i>Official Response Following an Inmate Report</i> <i>§ 115.65 Coordinated response.</i>
The facility shall develop a written institutional plan to coordinate actions taken in response to an incident of sexual abuse, among staff first responders, medical and mental health practitioners, investigators, and facility leadership.
<i>Official Response Following an Inmate Report</i> <i>§ 115.66 Preservation of ability to protect inmates from contact with abusers.</i>
(a) Neither the agency nor any other governmental entity responsible for collective bargaining on the agency's behalf shall enter into or renew any collective bargaining agreement or other agreement that limits the agency's ability to remove alleged staff sexual abusers from contact with any inmates pending the outcome of an investigation or of a determination of whether and to what extent discipline is warranted.
(b) Nothing in this standard shall restrict the entering into or renewal of agreements that govern: (1) The conduct of the disciplinary process, as long as such agreements are not inconsistent with the provisions of §§ 115.72 and 115.76; or (2) Whether a no-contact assignment that is imposed pending the outcome of an investigation shall be expunged from or retained in the staff member's personnel file following a determination that the allegation of sexual abuse is not substantiated.
<i>Official Response Following an Inmate Report</i> <i>§ 115.67 Agency protection against retaliation.</i>
(a) The agency shall establish a policy to protect all inmates and staff who report sexual abuse or sexual harassment or cooperate with sexual abuse or sexual harassment investigations from retaliation by other inmates or staff, and shall designate which staff members or departments are charged with monitoring retaliation.
(b) The agency shall employ multiple protection measures, such as housing changes or transfers for inmate victims or abusers, removal of alleged staff or inmate abusers from contact with victims, and emotional support services for inmates or staff who fear retaliation for reporting sexual abuse or sexual harassment or for cooperating with investigations.
(c) For at least 90 days following a report of sexual abuse, the agency shall monitor the conduct and treatment of inmates or staff who reported the sexual abuse and of inmates who were reported to have

suffered sexual abuse to see if there are changes that may suggest possible retaliation by inmates or staff, and shall act promptly to remedy any such retaliation. Items the agency should monitor include any inmate disciplinary reports, housing, or program changes, or negative performance reviews or reassignments of staff. The agency shall continue such monitoring beyond 90 days if the initial monitoring indicates a continuing need.
(d) In the case of inmates, such monitoring shall also include periodic status checks.
(e) If any other individual who cooperates with an investigation expresses a fear of retaliation, the agency shall take appropriate measures to protect that individual against retaliation.
(f) An agency's obligation to monitor shall terminate if the agency determines that the allegation is unfounded.
<i>Official Response Following an Inmate Report</i> <i>§ 115.68 Post-allegation protective custody.</i>
Any use of segregated housing to protect an inmate who is alleged to have suffered sexual abuse shall be subject to the requirements of § 115.43.
<i>Investigations</i> <i>§ 115.71 Criminal and administrative agency investigations.</i>
(a) When the agency conducts its own investigations into allegations of sexual abuse and sexual harassment, it shall do so promptly, thoroughly, and objectively for all allegations, including third-party and anonymous reports.
(b) Where sexual abuse is alleged, the agency shall use investigators who have received special training in sexual abuse investigations pursuant to § 115.34.
(c) Investigators shall gather and preserve direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data; shall interview alleged victims, suspected perpetrators, and witnesses; and shall review prior complaints and reports of sexual abuse involving the suspected perpetrator.
(d) When the quality of evidence appears to support criminal prosecution, the agency shall conduct compelled interviews only after consulting with prosecutors as to whether compelled interviews may be an obstacle for subsequent criminal prosecution.
(e) The credibility of an alleged victim, suspect, or witness shall be assessed on an individual basis and shall not be determined by the person's status as inmate or staff. No agency shall require an inmate who alleges sexual abuse to submit to a polygraph examination or other truth-telling device as a condition for proceeding with the investigation of such an allegation.
(f) Administrative investigations: (1) Shall include an effort to determine whether staff actions or failures to act contributed to the abuse; and (2) Shall be documented in written reports that include a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings.
(g) Criminal investigations shall be documented in a written report that contains a thorough description of physical, testimonial, and documentary evidence and attaches copies of all documentary evidence where feasible.
(h) Substantiated allegations of conduct that appears to be criminal shall be referred for prosecution.
(i) The agency shall retain all written reports referenced in paragraphs (f) and (g) of this section for as long as the alleged abuser is incarcerated or employed by the agency, plus five years.
(j) The departure of the alleged abuser or victim from the employment or control of the facility or agency shall not provide a basis for terminating an investigation.
(k) Any State entity or Department of Justice component that conducts such investigations shall do so pursuant to the above requirements.
(l) When outside agencies investigate sexual abuse, the facility shall cooperate with outside investigators and shall endeavor to remain informed about the progress of the investigation.
<i>Investigations</i> <i>§ 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</i>

<i>§ 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> <i>§ 115.76 Disciplinary sanctions for staff.</i>
(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> <i>§ 115.77 Corrective action for contractors and volunteers.</i>
(a) Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with inmates and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
(b) The facility shall take appropriate remedial measures, and shall consider whether to prohibit further contact with inmates, in the case of any other violation of agency sexual abuse or sexual harassment policies by a contractor or volunteer.
<i>Discipline</i> <i>§ 115.78 Disciplinary sanctions for inmates.</i>
(a) Inmates shall be subject to disciplinary sanctions pursuant to a formal disciplinary process following an administrative finding that the inmate engaged in inmate-on-inmate sexual abuse or following a criminal finding of guilt for inmate-on-inmate sexual abuse.
(b) Sanctions shall be commensurate with the nature and circumstances of the abuse committed, the inmate's disciplinary history, and the sanctions imposed for comparable offenses by other inmates with similar histories.
(c) The disciplinary process shall consider whether an inmate's mental disabilities or mental illness

contributed to his or her behavior when determining what type of sanction, if any, should be imposed.
(d) If the facility offers therapy, counseling, or other interventions designed to address and correct underlying reasons or motivations for the abuse, the facility shall consider whether to require the offending inmate to participate in such interventions as a condition of access to programming or other benefits.
(e) The agency may discipline an inmate for sexual contact with staff only upon a finding that the staff member did not consent to such contact.
(f) For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.
(g) An agency may, in its discretion, prohibit all sexual activity between inmates and may discipline inmates for such activity. An agency may not, however, deem such activity to constitute sexual abuse if it determines that the activity is not coerced.
<i>Medical and Mental Care</i>
<i>§ 115.81 Medical and mental health screenings; history of sexual abuse.</i>
(a) If the screening pursuant to § 115.41 indicates that a prison inmate has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a medical or mental health practitioner within 14 days of the intake screening.
(b) If the screening pursuant to § 115.41 indicates that a prison inmate has previously perpetrated sexual abuse, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a mental health practitioner within 14 days of the intake screening.
(c) If the screening pursuant to § 115.41 indicates that a jail inmate has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a medical or mental health practitioner within 14 days of the intake screening.
(d) Any information related to sexual victimization or abusiveness that occurred in an institutional setting shall be strictly limited to medical and mental health practitioners and other staff, as necessary, to inform treatment plans and security and management decisions, including housing, bed, work, education, and program assignments, or as otherwise required by Federal, State, or local law.
(e) Medical and mental health practitioners shall obtain informed consent from inmates before reporting information about prior sexual victimization that did not occur in an institutional setting, unless the inmate is under the age of 18.
<i>Medical and Mental Care</i>
<i>§ 115.82 Access to emergency medical and mental health services.</i>
(a) Inmate victims of sexual abuse shall receive timely, unimpeded access to emergency medical treatment and crisis intervention services, the nature and scope of which are determined by medical and mental health practitioners according to their professional judgment.
(b) If no qualified medical or mental health practitioners are on duty at the time a report of recent abuse is made, security staff first responders shall take preliminary steps to protect the victim pursuant to § 115.62 and shall immediately notify the appropriate medical and mental health practitioners.
(c) Inmate victims of sexual abuse while incarcerated shall be offered timely information about and timely access to emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care, where medically appropriate.
(d) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
<i>Medical and Mental Care</i>
<i>§ 115.83 Ongoing medical and mental health care for sexual abuse victims and abusers.</i>
(a) The facility shall offer medical and mental health evaluation and, as appropriate, treatment to all inmates who have been victimized by sexual abuse in any prison, jail, lockup, or juvenile facility.
(b) The evaluation and treatment of such victims shall include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody.

(c) The facility shall provide such victims with medical and mental health services consistent with the community level of care.
(d) Inmate victims of sexually abusive vaginal penetration while incarcerated shall be offered pregnancy tests.
(e) If pregnancy results from the conduct described in paragraph (d) of this section, such victims shall receive timely and comprehensive information about and timely access to all lawful pregnancy-related medical services.
(f) Inmate victims of sexual abuse while incarcerated shall be offered tests for sexually transmitted infections as medically appropriate.
(g) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
(h) All prisons shall attempt to conduct a mental health evaluation of all known inmate-on-inmate abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.
<i>Data Collection and Review</i> <i>§ 115.86 Sexual abuse incident reviews.</i>
(a) The facility shall conduct a sexual abuse incident review at the conclusion of every sexual abuse investigation, including where the allegation has not been substantiated, unless the allegation has been determined to be unfounded.
(b) Such review shall ordinarily occur within 30 days of the conclusion of the investigation.
(c) The review team shall include upper-level management officials, with input from line supervisors, investigators, and medical or mental health practitioners.
(d) The review team shall:
(1) Consider whether the allegation or investigation indicates a need to change policy or practice to better prevent, detect, or respond to sexual abuse;
(2) Consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility;
(3) Examine the area in the facility where the incident allegedly occurred to assess whether physical barriers in the area may enable abuse;
(4) Assess the adequacy of staffing levels in that area during different shifts;
(5) Assess whether monitoring technology should be deployed or augmented to supplement supervision by staff; and
(6) Prepare a report of its findings, including but not necessarily limited to determinations made pursuant to paragraphs (d)(1)-(d)(5) of this section, and any recommendations for improvement and submit such report to the facility head and PREA compliance manager.
(e) The facility shall implement the recommendations for improvement, or shall document its reasons for not doing so.
<i>Data Collection and Review</i> <i>§ 115.87 Data collection.</i>
(a) The agency shall collect accurate, uniform data for every allegation of sexual abuse at facilities under its direct control using a standardized instrument and set of definitions.
(b) The agency shall aggregate the incident-based sexual abuse data at least annually.
(c) The incident-based data collected shall include, at a minimum, the data necessary to answer all questions from the most recent version of the Survey of Sexual Violence conducted by the Department of Justice.
(d) The agency shall maintain, review, and collect data as needed from all available incident-based documents, including reports, investigation files, and sexual abuse incident reviews.
(e) The agency also shall obtain incident-based and aggregated data from every private facility with which it contracts for the confinement of its inmates.
(f) Upon request, the agency shall provide all such data from the previous calendar year to the Department of Justice no later than June 30.
<i>Data Collection and Review</i> <i>§ 115.88 Data review for corrective action.</i>

(a) The agency shall review data collected and aggregated pursuant to § 115.87 in order to assess and improve the effectiveness of its sexual abuse prevention, detection, and response policies, practices, and training, including by:
(1) Identifying problem areas;
(2) Taking corrective action on an ongoing basis; and
(3) Preparing an annual report of its findings and corrective actions for each facility, as well as the agency as a whole.
(b) Such report shall include a comparison of the current year's data and corrective actions with those from prior years and shall provide an assessment of the agency's progress in addressing sexual abuse.
(c) The agency's report shall be approved by the agency head and made readily available to the public through its website or, if it does not have one, through other means.
(d) The agency may redact specific material from the reports when publication would present a clear and specific threat to the safety and security of a facility, but must indicate the nature of the material redacted.
<i>Data Collection and Review</i>
<i>§ 115.89 Data storage, publication, and destruction.</i>
(a) The agency shall ensure that data collected pursuant to § 115.87 are securely retained.
(b) The agency shall make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its website or, if it does not have one, through other means.
(c) Before making aggregated sexual abuse data publicly available, the agency shall remove all personal identifiers.
(d) The agency shall maintain sexual abuse data collected pursuant to § 115.87 for at least 10 years after the date of the initial collection unless Federal, State, or local law requires otherwise.
<i>Audits</i>
<i>§ 115.93 Audits of standards.</i>
The agency shall conduct audits pursuant to §§ 115.401–405.
<i>Auditing and Corrective Action</i>
<i>§ 115.401 Frequency and scope of audits.</i>
(a) During the three-year period starting on [INSERT DATE ONE YEAR PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER], and during each three-year period thereafter, the agency shall ensure that each facility operated by the agency, or by a private organization on behalf of the agency, is audited at least once.
(b) During each one-year period starting on [INSERT DATE ONE YEAR PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER], the agency shall ensure that at least one-third of each facility type operated by the agency, or by a private organization on behalf of the agency, is audited.
(c) The Department of Justice may send a recommendation to an agency for an expedited audit if the Department has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The recommendation may also include referrals to resources that may assist the agency with PREA-related issues.
(d) The Department of Justice shall develop and issue an audit instrument that will provide guidance on the conduct of and contents of the audit.
(e) The agency shall bear the burden of demonstrating compliance with the standards.
(f) The auditor shall review all relevant agency-wide policies, procedures, reports, internal and external audits, and accreditations for each facility type.
(g) The audits shall review, at a minimum, a sampling of relevant documents and other records and information for the most recent one-year period.
(h) The auditor shall have access to, and shall observe, all areas of the audited facilities.
(i) The auditor shall be permitted to request and receive copies of any relevant documents (including electronically stored information).
(j) The auditor shall retain and preserve all documentation (including, e.g., video tapes and interview notes) relied upon in making audit determinations. Such documentation shall be provided to the Department of Justice upon request.
(k) The auditor shall interview a representative sample of inmates, residents, and detainees, and of staff,

supervisors, and administrators.
(l) The auditor shall review a sampling of any available videotapes and other electronically available data (e.g., Watchtour) that may be relevant to the provisions being audited.
(m) The auditor shall be permitted to conduct private interviews with inmates, residents, and detainees.
(n) Inmates, residents, and detainees shall be permitted to send confidential information or correspondence to the auditor in the same manner as if they were communicating with legal counsel.
(o) Auditors shall attempt to communicate with community-based or victim advocates who may have insight into relevant conditions in the facility.
<i>Auditing and Corrective Action</i> <i>§ 115.402 Auditor qualifications.</i>
(a) An audit shall be conducted by:
(1) A member of a correctional monitoring body that is not part of, or under the authority of, the agency (but may be part of, or authorized by, the relevant State or local government);
(2) A member of an auditing entity such as an inspector general's or ombudsperson's office that is external to the agency; or
(3) Other outside individuals with relevant experience.
(b) All auditors shall be certified by the Department of Justice. The Department of Justice shall develop and issue procedures regarding the certification process, which shall include training requirements.
(c) No audit may be conducted by an auditor who has received financial compensation from the agency being audited (except for compensation received for conducting prior PREA audits) within the three years prior to the agency's retention of the auditor.
(d) The agency shall not employ, contract with, or otherwise financially compensate the auditor for three years subsequent to the agency's retention of the auditor, with the exception of contracting for subsequent PREA audits.
<i>Auditing and Corrective Action</i> <i>§ 115.403 Audit contents and findings.</i>
(a) Each audit shall include a certification by the auditor that no conflict of interest exists with respect to his or her ability to conduct an audit of the agency under review.
(b) Audit reports shall state whether agency-wide policies and procedures comply with relevant PREA standards.
(c) For each PREA standard, the auditor shall determine whether the audited facility reaches one of the following findings: Exceeds Standard (substantially exceeds requirement of standard); Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period); Does Not Meet Standard (requires corrective action). The audit summary shall indicate, among other things, the number of provisions the facility has achieved at each grade level.
(d) Audit reports shall describe the methodology, sampling sizes, and basis for the auditor's conclusions with regard to each standard provision for each audited facility, and shall include recommendations for any required corrective action.
(e) Auditors shall redact any personally identifiable inmate or staff information from their reports, but shall provide such information to the agency upon request, and may provide such information to the Department of Justice.
(f) The agency shall ensure that the auditor's final report is published on the agency's website if it has one, or is otherwise made readily available to the public.
<i>Auditing and Corrective Action</i> <i>§ 115.404 Audit corrective action plan.</i>
(a) A finding of "Does Not Meet Standard" with one or more standards shall trigger a 180-day corrective action period.
(b) The auditor and the agency shall jointly develop a corrective action plan to achieve compliance.
(c) The auditor shall take necessary and appropriate steps to verify implementation of the corrective action plan, such as reviewing updated policies and procedures or re-inspecting portions of a facility.
(d) After the 180-day corrective action period ends, the auditor shall issue a final determination as to whether the facility has achieved compliance with those standards requiring corrective action.
(e) If the agency does not achieve compliance with each standard, it may (at its discretion and cost)

request a subsequent audit once it believes that it has achieved compliance.

Auditing and Corrective Action

§ 115.405 Audit appeals.

(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.

State Compliance

§ 115.501 State determination and certification of full compliance.

(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

Reentry Project for Offenders with Special Needs

Attachment B – Vendor Handbook

VENDOR EMPLOYEE HANDBOOK (Rev. 1-29-2014)

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, e.g. office, prison, health care area, etc.

Offender: A prisoner or parolee under the jurisdiction of the MDOC or housed in a MDOC facility.

Overfamiliarity: Conduct which has resulted in or is likely to result in intimacy; a close personal or non-work related association. Overfamiliarity is strictly prohibited. Examples are being at the residence of an offender, being at the residence of an offender's family, giving or receiving non-work related letters, messages, money, personal mementos, pictures, telephone numbers, to or from an offender or a family member of a listed visitor of an offender, exchanging hugs with an offender, dating or having sexual relations with an offender, etc.

Over-the-Counter Medication: Medication which can be purchased without a prescription in the United States.

Prescription Medication: Medication which cannot be purchased without authorization from a properly licensed health care authority.

Sexual Harassment of Offenders: Sexual harassment includes verbal statements or comments of a sexual nature to an offender, demeaning references to gender or derogatory comments about body or clothing, or profane or obscene language or gestures of a sexual nature. Sexual harassment is strictly prohibited.

Sexual Conduct with Offenders: The intentional touching, either directly or through clothing, of a prisoner's genitals, anus, groin, breast, inner thigh, or buttock with the intent to abuse, arouse or gratify the sexual desire of any person. Permitting an offender to touch you either directly or through clothing with the intent to abuse, arouse or gratify the sexual desire of any person. Invasion of privacy for sexual gratification, indecent exposure, or voyeurism. An attempted, threatened, or requested sexual act or helping, advising, or encouraging another person to engage in a sexual act with an offender. Sexual conduct with offenders is strictly prohibited.

General Requirements

Discrimination. Employee shall not discriminate against a person on the basis of race, religion, sex, sexual orientation, race, color, national origin, age, weight, height, disability, marital status, genetic information or partisan considerations.

Political Activities. Employees cannot proselytize for any political group or religion in a facility and on MDOC grounds as this may cause safety and security issues within the facility.

Conflict of Interest. If any Employee has a family member or friend who is incarcerated, he/she must immediately notify their supervisor and the MDOC for proper facility assignment.

Public Information. Employees are not authorized to make public statements on behalf of the MDOC.

Role Model. Employees serve as role models to offenders. Therefore, Employees are to act in a professional manner at all times. Any arrest, citation, issuance of a warrant for a felony or misdemeanor offense or issuance of a personal protection order against the Employee must be immediately reported to his/her supervisor. Any action or inaction by an Employee which jeopardizes the safety or security of the facility, MDOC employees, the public or offenders is prohibited.

Fitness for Duty. Employees are required to be physically and mentally fit to perform their job duties. If you do not believe you are mentally or physically fit, please report this issue to your immediate supervisor. Employees shall immediately notify their supervisor if they are taking medication which may interfere with their work responsibilities.

Use of Leave/Notice of Absence. Employees are required to obtain preapproval of leave from their immediate supervisor. In the event of an unauthorized Employee absence, the Vendor must provide back-up staff.

Punctuality. Employees are required to be punctual and adhere to the work schedule approved by their supervisor and to be at their assignment at the start of their shift. This means that Employees must plan for proper travel time, inclement weather, and to go through the facility check-in process in order to at their assigned location at the start of their shift.

Jail Time or Other Restricted Supervision. No Employee shall be allowed to work in a facility while under electronic monitoring of any type, house arrest, or sentenced to jail time for any reason, including weekends, even if granted a work release pass.

Specific Vendor Employee Rules

1. **Humane Treatment of Individuals.** Employees are expected to treat all individuals in a humane manner while on duty in a facility. Examples of actions of an Employee in violation of this rule include but are not limited to, displaying a weapon, using speech, an action or gesture or movement that causes physical or mental intimidation or humiliation, failing to secure necessary culinary tools, using abusive or profane language which degrades or belittles another person or group, etc.
2. **Use of Personal Position for Personal Gain.** Employees shall not engage in actions that could constitute the use of their position for personal gain. Example, employees are forbidden from exchanging with, giving to, or accepting gifts or services from an offender or an offender's family.
3. **Discriminatory Harassment.** Employees shall not engage in discriminatory harassment which includes but is not limited to, unwelcomed advances, requests for favors, other verbal or non-verbal communication or conduct based on race color, national origin, disability, sex, sexual orientation, age, height, weight, marital status, religion, genetic information, etc.
4. **Misuse of State or Vendor Property/Equipment.** Employees shall not misuse State or Vendor property. Examples: using property for a personal purpose beyond that of your job duties, removing items from the premises without authorization, etc.
5. **Conduct Unbecoming.** Employees shall not behave in an inappropriate manner or in a manner which may harm or adversely affect the reputation or mission of the MDOC. If an employee is arrested or charged with a criminal offense, this matter shall be reported to the Employee's supervisor. Any conduct by an Employee involving theft is not tolerated.
6. **Physical Contact.** Inappropriate physical contact with offenders and MDOC staff is prohibited. Examples include inappropriately placing of hands on another person, horseplay, etc.
7. **Confidential Records/Information.** Employees shall respect the confidentiality of other employees, MDOC staff and prisoners. Employees shall not share confidential information.
8. **Use of Health Care Services.** Employees shall only use the facility health care services in case of emergency, medical stabilization and for serious on-the-job injuries. When the clinic facilities are used for an emergency or on-the-job injury, the Employee is to be transferred as soon as practicable to a physician or hospital.
9. **Insubordination.** Based on the safety and security of the facility, there may be times where Employees are provided guidance from MDOC staff. Willful acts of Employees contrary to MDOC instructions that compromise the MDOC's ability to carry out its responsibilities, are prohibited.
10. **Reserved.**
11. **Searches.** Employees are subject to search while on facility property and prior to entry into a facility. Employees who refuse to submit to an authorized search will not be permitted into the facility.
12. **Emergency.** Employees must immediately respond during an emergency, e.g. call for assistance, respond to an emergent situation, etc. This may include participating in emergency preparedness drills conducted by the MDOC, e.g. fire drills.

13. **MDOC Rules, Regulations, Policies, Procedures, Post Orders, Work Statements.** Employees must be familiar with and act in accordance with MDOC rules, regulations, policies, etc. Employees are prohibited from interfering with and undermining the MDOC's efforts to enforce rules, regulations, etc.
14. **Maintaining Order.** Any action or inaction that may detract from maintaining order within the facility is prohibited, e.g. antagonizing offenders, inciting to riot, etc.
15. **Chain of Command.** Employees shall follow their chain of command. Complaints and concerns are to be submitted to the immediate supervisor unless the situation is an emergency.
16. **Criminal Acts.** Employees shall not engage in conduct that results in a felony or misdemeanor conviction. Employees must provide a verbal report to their immediate supervisor within 24 hours of a felony or misdemeanor citation or arrest, the issuance of any warrant, any arraignment, pre-trial conference, pleas of any kind, trial, conviction, sentencing, federal, diversion or dismissal.
17. **Contraband and Controlled Substances.** There is a zero tolerance policy regarding any Employee possessing, using or introducing controlled substances into a facility where offenders are housed. The possession and presence of contraband presents a safety and security risk and is prohibited. Possession, introduction, or attempting to introduce any substance including controlled substances or intoxicants into any facility is prohibited. Yeast is also prohibited which can be used to manufacture a prohibited or illegal substance.
18. **Use of Alcohol or Controlled Substance.** Employees are prohibited from consuming alcohol or any controlled substance while on duty or on breaks. Employees who report for duty with alcohol on his/her breath or when suspected of being under the influence of alcohol or a controlled substance, may be prohibited from entering into the facility or be immediately removed from their assignment.
19. **Reserved.**
20. **Introduction or Possession of Contraband.** Employees shall not introduce or possess unauthorized items such as escape paraphernalia, weapons, facsimiles of weapons, ammunition, wireless communication devices, cell phones, tobacco, electronic cigarettes, lighters, matches, firearm, alcohol, cell phones, cell/electronic watches, iphones, ipads, computers, laptops, Tasers®, mace, pepper spray, Google glasses, recording devices, handcuff keys, walkie-talkies, yeast, fireworks, etc.
21. **Motor Vehicles on the Premises of Prison Grounds.** All motor vehicles must be properly locked and secured. It is the employee's responsibility to ensure that unauthorized items or contraband are not in the motor vehicle. Motor vehicles on facility grounds may be searched at any time for any reason.
22. **Reserved.**
23. **Possession and/or Use of Medication.** Employees shall immediately notify their supervisor if taking prescribed medication which may interfere with the Employee's work responsibilities or the safety and security of the facility. Such medication includes but is not limited to: narcotic pain medication, psychotropic medication, mood altering medication and antihistamines. The Michigan Medical Marihuana Act (the Act), Initiated Law 1 of 2008, MCL 333.26421 – 333.26430, allows for the use of medical marihuana for individuals who have been diagnosed with a "debilitating medical condition." It is the position of the MDOC that

Employees may not possess or use medical marihuana as it is both a federal and state offense.

24. **Reserved.**

25. **Reserved.**

26. **Entry into a Facility/Visiting Offenders.** Employees are not permitted in non-public areas of the facility for non-work related purposes, especially where offenders are housed.

Generally, Employees may visit an offender only if that offender is an immediate family member and is housed at another facility other than where the employee works, unless the Warden has granted special approval. Employees, who have family members incarcerated in the MDOC, must let their supervisor know immediately who will subsequently report this information to the MDOC. An employee may visit an offender only if that offender is an immediate family member and is housed at a facility other than where the Employee is assigned to work. Immediate family member is defined as a parent, grandparent, step-parent, grandchild, sibling, spouse, mother-in-law, father-in-law, child, step-child, stepbrother/sister. Visiting an immediate family member who is an offender housed in a facility requires prior permission of both the Vendor and they MDOC.

27. **Dereliction of Duty.** Employees shall fully perform their job duties. Failure to do so is considered dereliction of duty and will be reported to the Vendor.

28. **Use of Force.** Employees shall use the least amount of force necessary to perform their duties. Excessive use of force will not be tolerated. Employees may act to reasonably defend themselves against violence.

29. **Exchange of Duties.** Employees shall not exchange duties or responsibilities with any MDOC staff.

30. **Duty Relief.** Employees shall not leave an assignment without prior relief or authorization from their immediate supervisor.

31. **Security Precautions.** Any action or inaction by an Employee which jeopardizes the safety or security of the facility, MDOC staff, the public or offenders is prohibited. Examples include but are not limited to, loss of equipment (knives, tools), propping open security doors or doors that should remain locked, allowing an unknown or unidentified individual into a building, unauthorized distribution of MDOC exempt policy directives/operating procedures, etc.

32. **Attention to Duty.** Employees shall remain alert while on duty. Sleeping or failure to properly observe an assigned area or offenders are examples of inattention to duty and are prohibited. Items that detract from the alertness of an Employee are prohibited. These items include but are not limited to computer games, books, reading pamphlets, newspapers, or other reading materials while on duty. (MDOC cookbooks, menus, non-exempt policies and procedures and postings, etc. are not considered prohibited items.)

33. **Reporting Violations.** Employees, who are approached by offenders to introduce contraband or violate the safety and security of the institution, shall concurrently report each time they are approached to the Employee's immediate supervisor and MDOC staff. Employees must report conduct involving drugs, escape, sexual misconduct, sexual harassment, workplace safety or excessive use of force. A complete written report of the approach must be made no later than the end of the Employee's work day.

34. **Reserved.**

- 35. Reserved.
- 36. Reserved.
- 37. Reserved.
- 38. Reserved.
- 39. Reserved.
- 40. Reserved.
- 41. Reserved.
- 42. **Employee Uniform Requirements.** Employees must wear their required uniforms as approved by the Vendor and the MDOC. Employees will not be permitted to enter the facilities without the proper Vendor approved uniform/work attire.
- 43. Reserved.
- 44. Reserved.
- 45. Reserved.
- 46. Reserved.
- 47. **Falsifying, Altering, Destroying, Removing Documents or Filing False Report.** Employees shall not falsify, alter, destroy or remove documents from the facility. Fraudulent reporting of an Employee's time is expressly prohibited.
- 48. **Giving or Receiving Gifts or Services.** Employees are prohibited from exchanging with, giving to, or accepting any gifts or services from offenders or an offender's family. This includes but is not limited to food and beverage items, shoe shines, clothing, paper products, stamps, delivering letters/correspondence, etc.
- 49. Reserved.
- 50. **Overfamiliarity or Unauthorized Contact.** Employees are prohibited from engaging in overfamiliarity with an offender, or an offender's family member or a listed visitor or friend of an offender. Relationships with an offender, other than an Employee with his or her approved family member, is prohibited regardless of when the relationship began. Any exceptions must have Vendor and MDOC prior approval.
- 51. **Sexual Conduct.** Employees are prohibited from engaging in sexual conduct with anyone while on duty.
- 52. **Sexual Harassment.** Employees are prohibited from sexual harassing anyone. Employees are prohibited from assisting, advising or encouraging any person to sexually harass another.
- 53. **Workplace Safety.** Threats made by Employees such as bomb threats, death threats, threats of assault, threats of violence are prohibited. Employees are prohibited from engaging with prisoners in contests like running or sprint challenges, weight lifting contests, etc. Employees shall not physically fight or assault any person on facility grounds. Employees may act to reasonably defend themselves against violence. If an Employee becomes aware of a threat of

violence or an act of violence, the Employee shall immediately report this information to their supervisor/chain of command.

Employees will ensure proper storage and handling of tools, keys, equipment, and other items (e.g. metal cans, metallic items).

ACKNOWLEDGMENT

I acknowledge that I have received a copy of, have read, understand and agree to abide by the above additional conditions, including Attachment A. If I have any questions, I will ask my supervisor/manager.

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, Sleepzeze, NyQuil, Dexitrim) are prohibited. The medication must be factory sealed when brought in and be identifiable.

Note: An Administrative Manifest from the MDOC is required for prescription medication.
16. One individual box/packet (unopened) paper tissues or one handkerchief.
17. Breath mints (one (1) oz. or less), hard candy/cough drops/throat lozenges (one (1) roll or package (six (6) oz. or less) of no more than ten (10) individually wrapped items); Commit nicotine lozenges (or similar brand) (ten (10) or less lozenges).
18. Coffee/tea/creamers/sugar/hot chocolate/coffee filters, soup/hot cereal/powdered drink mix, as described below:
 - Coffee – One (1) factory sealed, unopened non-metallic container containing no more than two (2) pounds to be transferred to clear plastic zip bag in presence of gate officer.
 - Tea/creamers/sugar – Single serving, sealed packets or in original packaging and

transferred to clear plastic zip bag in presence of gate officer.

- Hot Chocolate – Maximum of two (2) sealed packets in original packaging and transferred to clear plastic zip bag in presence of gate officer.
- Coffee Filters – Maximum of one (1) unopened sealed bag in original packaging.
- Soup/Hot Cereal/Powdered Drink Mix - Sealed packets or envelopes (no more than two (2)).

19. Pocket calendar (non-electronic).
20. One (1) clear, sealed, unopened plastic container of water not to exceed one (1) gallon.
21. Contact lens case; wetting solution and/or eye drops (non-prescription) – not to exceed ½ oz.
22. Factory sealed energy/protein/granola/candy bars – two (2).
23. Flashlight (mini) and case.
24. Street shoes during inclement weather to replace snowshoes/boots – one (1) pair.