



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget  
525 W. Allegan St, Lansing, Michigan, 48913  
P.O. BOX 30026 Lansing, Michigan, 48909

## NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **171 180000000644**  
between  
THE STATE OF MICHIGAN  
and

<b>CONTRACTOR</b>	West Michigan Polygraph Services, LLC
	436 44 <sup>th</sup> St. SE, Suite C
	Kentwood, MI, 49548
	Thomas Stewart
	616-560-5954
	Tom@westmicounseling.com
	CV0064437

<b>STATE</b>	Program Manager	Julie Goldman	MDOC
		517-373-2852	
	Goldmanj3@michigan.gov		
	Contract Administrator	Sarah Walter	DTMB
517-256-4237			
Walters6@michigan.gov			

CONTRACT SUMMARY			
<b>DESCRIPTION: Polygraph Testing Services</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
May 9, 2018	May 8, 2021	5 – 1 year	May 8, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
<b>THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #180000000437. Orders for deliver will be issued through the issuance of a Delivery Order.</b>			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$125,000.00</b>

**FOR THE CONTRACTOR:**

**West Michigan Polygraph Services, LLC**  
Company Name

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

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

\_\_\_\_\_  
Date

**FOR THE STATE:**

\_\_\_\_\_  
Signature

**Sarah Walter, Category Analyst**  
Name & Title

**DTMB Central Procurement**  
Agency

\_\_\_\_\_  
Date



# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and West Michigan Polygraph Services (WMPS) (“**Contractor**”), a Michigan Limited Liability Company. This Contract is effective on May 9, 2018 (“**Effective Date**”), and unless terminated, expires May 8, 2021.

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

The parties agree as follows:

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

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

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

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

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

If to State:	If to Contractor:
Sarah Walter 525 W. Allegan Lansing, MI, 48913 <a href="mailto:WalterS6@michigan.gov">WalterS6@michigan.gov</a> 517-256-4237	Thomas Stewart 436 44 <sup>th</sup> St. SE, Suite C Kentwood, MI 49548 <a href="mailto:Tom@westmicounseling.com">Tom@westmicounseling.com</a> 616-560-5954

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

State:	Contractor:
Sarah Walter 525 W. Allegan WalterS6@michigan.gov Lansing, MI, 48913 517-284-7024	Thomas Stewart 436 44 <sup>th</sup> St. SE, Suite C Kentwood, MI 49548 <a href="mailto:Tom@westmicounseling.com">Tom@westmicounseling.com</a> 616-560-5954

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

State:	Contractor:
Julie Goldman 206 E. Michigan Ave. Grandview Plaza Lansing, MI 48933 <a href="mailto:goldmanj3@michigan.gov">goldmanj3@michigan.gov</a> 517-373-2852	Thomas Stewart 436 44 <sup>th</sup> St. SE, Suite C Kentwood, MI 49548 <a href="mailto:Tom@westmicounseling.com">Tom@westmicounseling.com</a> 616-560-5954

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

State: Contract Monitor
Jordan Conley 206 E. Michigan Ave. Grandview Plaza Lansing, MI 48933 <a href="mailto:conleyj@michigan.gov">conleyj@michigan.gov</a> 517-285-6400

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.

- 6. Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

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

<b>Professional Liability (Errors and Omissions) Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence  \$1,000,000 Annual Aggregate  <u>Deductible Maximum:</u> \$50,000 Per Loss	

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

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

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

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

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

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

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

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

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

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

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.  
  
In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any

further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 19, Termination for Cause.

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

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

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

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

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

17. **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.
18. **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.

- 19. 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 21, 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.
- 20. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 21. 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.

- 22. 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.

- 23. Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 24. 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.
- 25. State Data.**
- a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
  - b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
  - c. Extraction of State Data. Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
  - d. Backup and Recovery of State Data. Unless otherwise specified in Schedule A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Schedule A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
  - e. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or

integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. This section survives termination or expiration of this Contract.

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

- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and

require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

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

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy

and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

- d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

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

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

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

- 29. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 19, Termination for Cause.

- 30. 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.

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

- 32. 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.

33. **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.
34. **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 convenience*. Contractor must appoint agents in Michigan to receive service of process.
35. **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.
36. **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.
37. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

38. **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.
39. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
40. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

41. **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.
42. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
43. **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.
44. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

# STATE OF MICHIGAN

Contract No. 171 18000000644  
Polygraph Examination Services

## SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

### Project Request

This Contract is to provide post-conviction polygraph examination services for the Michigan Department of Corrections (MDOC), and other State Departments and MiDEAL members (authorized local units of government). The Contractor must provide scheduled polygraph examinations for paroled sex offenders as designated by the MDOC. All examinations performed under the Contract must be administered in accordance with the American Polygraph Association's (APA) testing guidelines. Upon conclusion of each examination, the results must be provided to the MDOC within identified timeframes.

This Contract will be for 3 years, with 5, 1-year options; covering Prosperity Regions 2, 4, 5, 7 and 8, as outlined in Attachment D.

### Background

The MDOC, Field Operations Administration (FOA), has the exclusive statutory authority to supervise paroled offenders and enforce conditions and terms of parole as imposed by the Michigan Parole Board. Using periodic polygraph examinations will significantly increase the likelihood of detecting illegal and violation behavior. In addition, polygraph examinations have demonstrated that they deter parolee violations and criminal behavior and have a positive impact in offender treatment.

Parolees participating in the Polygraph Monitoring Program are participating as a condition of parole. The Contractor will periodically examine identified offenders to determine whether they are in compliance with their conditions of parole and treatment objectives. As referred by a supervising agent, additional polygraph examinations may be scheduled, at the discretion of MDOC, upon receipt of polygraph reports indicating a deceptive response or other indications of a violation of the offender's parole conditions or high-risk behavior.

Examination will occur at various MDOC locations throughout the State and may also occur at public locations approved by the MDOC. The MDOC will provide secure rooms, free of distractions and noise. No specific number of polygraph examinations is guaranteed to be referred to the Contractor.

There are seven occurrences that can result in payment to the Contractor:

1. Historical Examinations:  
A thorough exam of an Examinee's lifetime history of sexual victimization of others, including behaviors related to victim selection, victim access, victim impact, and sexual offenses against unreported persons. Additionally, captures sexual offenses prior to the commission of the instant offense, as well as, sexually deviant behaviors and attitudes that may assist with treatment and supervision.
2. Initial/Instant Offense Examination - The Examinee completes all polygraph examination requirements during the first scheduled examination. This examination covers the offense for which the offender is currently sentenced and is currently serving a parole and assists treatment providers dealing with denial and minimization. It may also assist in determining the necessity of further examinations. This examination is used for moderate and high-risk offenders.
3. Maintenance Examination - A compliance-related examination where the examiner investigates, either periodically or randomly compliance with any of the designated terms and conditions of an Examinee's parole and treatment rules. This examination focuses on treatment progression and possible indicators to high-risk behaviors or non-compliance with supervision and treatment plans.



4. Deceptive/Inconclusive Reexamination - This exam is used after an Examinee has been previously tested and the results indicated that the Examinee was Deceptive, or the examiner could not conclude if the test results were Truthful or Deceptive.
5. Failure to Show - Examinee does not attend scheduled examination, and did not give a 24-hour notification
6. Unable to test - Examinee has positive drug or alcohol test immediately prior to scheduled exam-
7. Case Management Team Meeting - The Contractor may participate in regularly scheduled Case Management Team (CMT) meetings as requested by the Parole Office Supervisor. The CMT is a multi-disciplinary group formed to facilitate information sharing and offender management utilizing the Containment Approach Model.

## 1. Requirements

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:

### 1.1 Examinations

- A. All examinations must consist of, but are not be limited to:
  1. A written pre-examination interview.
  2. Three issue specific tests.
  3. A written post-examination interview.

In addition, Examiners may include a stimulation test in the examination process.

- B. There must be a limit of three initial full examinations or four maintenance examinations scheduled per Examiner per day to allow for continuity of test results. Each examination must last, at a minimum, 90 minutes. Examinations shall be administered within five business days of the request, or an alternate date must be approved by the Program Manager or designee.
- C. All examinations must be conducted using, as a minimum standard, a three-pen recording device that measures breathing, heart rate and galvanic skin response.
- D. All examinations must be conducted in compliance with governing local, State and federal regulations and laws:
  1. The Examiner must make reasonable efforts to determine that the Examinee is a fit subject for examination. Basic inquiries into the medical and psychological condition of the Examinee as well as any recent drug use should be made. Mental, physical or medical conditions of the Examinee that should be observable to, or that should be reasonably known by the Examiner, should also be evaluated prior to examination. No test should be conducted where valid results could not be reasonably foreseen.
  2. During the pre-test interview, the Examiner will specifically inquire of the person to be examined whether or not he or she is currently receiving or has in the past received medical or psychiatric treatment or consultation.
  3. If an Examiner has a reasonable doubt concerning the ability of the Examinee to safely undergo an examination, a release from the Examinee and his or her physician must be obtained from the supervising agent.
- E. Conditions under which public examination occurs must be free from distractions that would interfere with the ability of the Examinee to appropriately focus on the issues being addressed. The examination

site should be relatively free from outside noise and distractions. A public examination occurs only when a suitable space cannot be provided by the MDOC.

- F. When performing a live polygraph test, the Examiner shall not give any indication to the Examinee his/her perceptions of truthfulness or deception to the test questions. Examiners must attempt to ensure that reenactments of polygraph examinations are clearly conveyed as such to supervising agents and the MDOC Program Manager. An Examiner must, prior to the examination, dedicate sufficient time to identify the issues and any potential problem in any area of examination. If problems are identified, the examination must be rescheduled, and notification of cancellation must be forwarded immediately to the supervising agent.
- G. All recorded physiological data obtained from the pre-examination interview must be retained as part of the examination file as long as required by regulation or law, for a minimum of two years.
- H. Each single-issue examination must employ a technique and format that has been validated through research.
- I. Examinations may be considered compliance-related polygraphs, which consider both stable and acute dynamic risk factors related to treatment and supervision. In addition, a historical examination may be used as part of treatment protocols and supervision strategies. Tests that address events after parole begins are considered supervisory and may address only parole violations. These include:
  - 1. A maintenance examination to investigate compliance with parole conditions and/or parole violations.
  - 2. A maintenance examination, in addition to a historical examination, can be used to address treatment issues.

### **1.2 Pre-Examination Practices**

**The Contractor must follow the below Pre-Examination Practices:**

- 1. The Examiner must obtain information sufficient to identify the Examinee.
- 2. The Examiner must obtain the consent of the Examinee prior to examination. If the examinee refuses, the supervising agent must be notified immediately.
- 3. Sufficient time must be spent to ensure that the Examinee has a reasonable understanding of the polygraph process and the requirement for cooperation.
- 4. Sufficient time must be spent to discuss the issues to be tested and to allow the Examinee to fully explain their answers.
- 5. Sufficient time must be spent to ensure the Examinee recognizes and understands each question. Attempts by the Examinee to rationalize should be neutralized by a pre-test discussion in which the Examinee demonstrates they understand the test questions to have the same meaning as the Examiner. Questions must be asked in a form that would prevent a reasonable person, facing a significant issue, from successfully engaging in a rationalization process to avoid culpability.
- 6. The Examiner must not express bias in any manner regarding the truthfulness of the Examinee prior to the completion of examination.

### **1.3 Additional Examinations**

Additional examinations refer to when more than one examination is needed. Additional examinations shall be priced at the same rates as maintenance examinations. The Contractor must seek approval from the MDOC Program Manager or designee to conduct additional examinations on an Examinee when the following conditions are present:

- 1. Examination has resulted in two consecutive findings of "deception" indicated.
- 2. Examination has resulted in two consecutive "inconclusive" results.

3. If deemed necessary by the Case Management Team, a sexual history or initial/instant offense examination may be scheduled if the information anticipated will aide in the supervision or treatment of the client.

#### **1.4 American Polygraph Association By-Laws**

- A. All examinations performed under the Contract must be administered consistent with the most recent American Polygraph Association (APA) Bylaws (Attachment A).
- B. The polygraph examination must be conducted with APA approved instrumentation and must record, at a minimum, the following channels or components:
  1. Respiration patterns recorded by pneumograph components. Thoracic and abdominal patterns must be recorded separately, using two pneumograph components.
  2. Electrodermal activity reflecting relative changes in the conductance or resistance of current by the epidermal system.
  3. Cardiograph to record relative changes in pulse rate, pulse amplitude, and relative blood volume.

The polygraph examination must be given a functionality or calibration test consistent with manufacturer recommendations and a record kept of the date and time of each calibration and who conducted the test. The functionality or calibration test must be administered prior to all evidentiary examinations. At a minimum, the test results must be maintained by the Examiner for no less than one year. Compliance with State and federal law is required.

#### **1.5 Quality Assurance and Control**

- A. Quality Assurance Program  
The Contractor must utilize the Quality Assurance Program within its organization.
- B. Quality Control  
The Contractor is required to participate in a quality control procedure for examinations. This may include, but is not limited to, a chart review process conducted by MDOC or its authorized agent. The Contractor must maintain polygraph charts in record retention for two years after the examinations take place.

#### **1.6 Notifications**

- A. The Contractor must develop a procedure for immediate notification to the supervising agent within eight business hours concerning Examinee failure to appear for a scheduled examination or cancellation of appointment by Examinee/Parolee.
- B. The Contractor must develop a procedure for immediate notification to the supervising agent within eight business hours if Examinee confesses to any new crimes or violations of parole conditions since their last examination.

#### **1.7 Product Development**

The Contractor may develop new services and conduct research. Please note services will not be added to the Contract without prior approval and Change Notice.

#### **1.8 Training**

- A. The Contractor must require staff to participate in training programs and/or conferences as it relates to performance of the Contract or enhancing services to clients.
- B. A minimum of 40 hours of post-conviction specialized instruction, beyond the basic polygraph Examiner training course requirement, must be a requisite for those who conduct sexual offender examinations.
- C. The Contractor must employ quality assurance measures by developing a plan for professional development for each staff member assigned to the Contract on an annual basis and monitor and

document staff progress toward professional development goals as part of the staff member's performance evaluation.

- D. The Contractor must provide training and information regarding the supervising agent's examination referral process and examination report requirements. As well as, providing general orientation training to supervising agents on the use of the polygraph.

### **1.9 Referrals**

- A. MDOC does not guarantee the Contractor a minimum number of referrals.
- B. The Contractor cannot refuse any MDOC referrals for services.
- C. The Contractor must serve all offenders including High Risk, High Need, transgender and gender non-conforming parolees referred for services.

### **1.10 Vendor Handbook**

The Contractor must require all its employees to read and sign the MDOC Vendor Handbook (Attachment B) upon award of Contract. The purpose of the MDOC Vendor Handbook is to provide the Contractor with general information regarding basic requirements of working within the MDOC, provide notice of work rules and consequences of rule violations. The awarded Contractor must provide copies of each signed Employee Acknowledgement to the Contract Monitor, at the completion of the employee's orientation. If changes are made to the Vendor Handbook, the Program Manager will provide the most recent copies of the Vendor Handbooks by email.

### **1.11 Procurement, Monitoring and Compliance Division**

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

## **2. Acceptance**

### **2.1 Acceptance, Inspection and Examination**

The State will use the following criteria to determine acceptance of the Contract Activities:

- 1. There must be a limit of three (3) initial full or historical examinations, or four (4) maintenance examinations scheduled per Examiner per day to allow for continuity of test results. Each examination must last, at a minimum, 90 minutes. Examinations must be administered within five business days of the request.
- 2. All required reports have been completed and submitted for review to the MDOC Program Manager and Contract Monitor.
- 3. All Requirements are adhered to per Section 1.

## **3. Staffing**

### **3.1 Contractor Representative**

The Contractor must appoint one individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative"). The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative.

**Name:** Tom Stewart, MA, LLP

**Phone:** 616-560-5954

**Email:** [Tom@westmicounseling.com](mailto:Tom@westmicounseling.com)

### **3.2 Work Hours**

The Contractor will provide Contract Activities during the State's normal working hours Monday – Friday 8:00 a.m. to 5:00 p.m. EST, and possible night and weekend hours depending on the requirements of the project. Overtime, holiday pay, shipping costs, and travel expenses will not be paid.

### **3.3 Key Personnel**

- A. The Key Personnel for this Contract will be Examiners. The Contractor must provide and maintain sufficient polygraph examination staff to satisfy examination demand within the State of Michigan. The

Contractor must provide the State with copies of the Examiners' licenses and chronological resumes, documenting all previous polygraph examination experience for approval.

B. All Examiners must:

1. Be licensed by, and in good standing with, the Licensing and Regulatory Affairs (LARA) Board of Forensic Polygraph Examiners and complete the required Continuing Education Units (CEU) credits every two years for license retention.
2. Further, all Examiners must be active members of the APA, and maintain membership during the term of the Contract.
3. Comply with all State of Michigan continuing education requirements.
4. A Polygraph Examiner conducting evidentiary examinations must have completed a minimum of 30 Continuing Education hours every two (2) years.
5. Intern members cannot conduct examinations.

C. Final Implementation Planned Staff:

1. Contractor's Organizational Structure:
  - a. Clinical Director: Thomas Stewart, MA, LLP
  - b. Administrative Director: Katherine Pastoor, MA, TLLP
  - c. Administrative Assistant: Marissa Smits
  - d. Information Technology: Andrew Pastoor
2. Contractor's Polygraph Staffing Structure:
  - a. Examiner: Thomas Stewart
  - b. Examiner: Pat Pond
  - c. Examiner: Robert Start
  - d. Examiner: Kevin French

Staffing must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.

### 3.4 Disclosure of Subcontractors

The following subcontracted personnel will be utilized, by West Michigan Polygraph Services:

- **Subcontractor 1:**
  - **Legal Business Name:** Robert Start Polygraph Services
  - **Address:** 2757 44<sup>th</sup> St. S.W. Suite 301, Wyoming, MI, 49519
  - **Phone:** (866) 474-7291
  - **Owner:** Robert Start
  - **Description:** Contractor currently provides polygraph testing services for the State of Michigan, through WMPS – Post Conviction Sex Offender Program (PSCTO). Robert Start will conduct work as assignments are placed under his portfolio.
- **Subcontractor 2:**
  - **Legal Business Name:** French Polygraph & Consulting
  - **Address:** 719 West Randall Street, Coopersville, MI 49404
  - **Phone:** (616) 298-6295
  - **Owner:** Kevin G. French
  - **Description:** Contractor currently provides polygraph testing services for the State of Michigan, through WMPS – Post Conviction Sex Offender Program (PSCTO). Robert Start will conduct work as assignments are placed under his portfolio.
- **Subcontractor 3:**
  - **Legal Business Name:** Pond Consulting Services
  - **Address:** 487 Cherryview Dr., Portage, MI, 49024
  - **Phone:** (800) 858-3584

- o **Owner:** Patrick J. Pond
- o **Description:** Contractor currently provides polygraph testing services for the State of Michigan, through WMPS – Post Conviction Sex Offender Program (PSCTO). Robert Start will conduct work as assignments are placed under his portfolio.

### 3.5 Security

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

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

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

- B. The Contractor's staff may be required to enter MDOC field offices. The State may require the Contractor's personnel to wear State issued identification badges.

**3.6** The Contractor must report any and all known criminal arrests of examiners within one business day (excluding traffic violations), or loss of license by its staff which may occur during the performance of the Contract to the Contract Monitor.

**3.7** The Contractor will allow any MDOC staff to observe examinations upon request.

## 4. Project Management

### 4.1 Reserved.

### 4.2 Meetings

- A. Program Manager Meeting

Although there will be continuous liaison with the Contractor staff, the Contractor Representative will meet on an as needed basis with the MDOC Program Manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.

- B. Case Management Team Meetings

The Contractor may participate in regularly scheduled Case Management Team (CMT) meetings as requested by the Parole Office Supervisor. The CMT is a multi-disciplinary group formed to facilitate information sharing and offender management utilizing the Containment Approach Model. Embedded within this model is the principle of victim-centeredness which ensures that the needs of the victims are not overlooked in supervision strategies and that further victimization is prevented.

#### **4.3 Reporting**

##### **A. Aggregate Report**

The Contractor must complete an Aggregate Report within 45 calendar days after the end of each month. The report must be completed using an Excel format and e-mailed to the MDOC Program Manager & MDOC Contract Monitor. This includes, but is not limited to:

1. Number of examinations completed during the month and year-to-date by county.
2. Number of examinations completed by Examiner during month and year-to-date.
3. Number of test results deemed truthful, deceptive and inconclusive by Examiner by month and year-to-date.
4. Number of pre-test admissions by Examiner during month and year-to-date.
5. Number of post-test admissions by Examiner during month and year-to-date.

Report templates/documents will be provided to the Contractor by the MDOC Program Manager.

##### **B. Examiners Report**

The Contractor must provide examiner reporting for every examination including, but not limited to:

1. A verbal summary of all examination results to the supervising agent or his/her Supervisor within eight business hours of the examination. For examinations found deceptive or when there is admitted violation behavior, verbal notification must be given to the supervising agent or his/her Supervisor immediately after the conclusion of the examination; followed by an email outlining the summary of the conversation on the same day as the examination detailing the deceptive findings and any admitted violation behavior.
2. A written report of examination findings within 10 business days of the examination emailed to the supervising agent/Supervisor which includes but is not limited to items (a-d) below. For examinations found deceptive or when there is admitted violation behavior an examiners report must be emailed to the supervising agent or supervisor within five business days of the examination which includes but is not limited to items (a-d) below.
  - a. Examinee name and MDOC number
  - b. Date of examination
  - c. List of specific issue questions and results
  - d. Pre- and post-test admissions, if any
3. In all instances, the Examiner Report(s) must be completed using the format/templates provided by the MDOC Program Manager to the Contractor.
4. Examinee shall not receive a copy of the Examiners Report.

#### **5. Ordering**

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

The appropriate authorizing document for the Contract will be a delivery order (DO).

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

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

All invoices submitted to the State must include:

1. Examinee's name
2. Examinee's MDOC Number
3. Date of Exam
4. Description of the Contract Activities
5. Unit price
6. Total Price

Overtime, holiday pay, shipping costs, and travel expenses will not be paid.

Contractor must submit invoices and documentation to the State within 15 calendar days after the end of the month in which the service was provided. Any invoice received beyond this date may be deemed void and not reimbursable.

**6.2 Payment Methods**

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

**7. Service Level Agreements (SLA)**

Contractor must adhere to Service Level Agreements (SLA) and credits for non-compliance (Attachment C). The State reserves the right for credits to be put on account or issued as a check. For any credit that is assessed, it will be deducted from a subsequent invoiced payment



# STATE OF MICHIGAN

Contract No. 171 18000000644  
Polygraph Examination Services

## Schedule B PRICING

### 1. Regions

Please refer to the State of Michigan Prosperity Regions in Attachment D. The Contractor's Selected Regions of Service are as follows:

- Region 2 – Northwest Prosperity Region
- 
- Region 4 – West Michigan Prosperity Alliance
  - Region 4a. – West Central Prosperity Region
  - Region 4b. – West Michigan prosperity Region
- Region 5 – East Central Prosperity Region
- Region 7 – South Central Prosperity Region
- Region 8 – Southwest Prosperity Region

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

### 2. Price Term

Pricing is firm for the entire length of the Contract.

Quick payment terms:   0   % discount off invoice if paid within   0   days after receipt of invoice.

Please note: that per hour pricing for items such as Case Management Meetings and General Rates for testifying at a parole violation hearing will not be permitted. In lieu of hourly pricing, a standard flat rate of \$50.00 per occurrence will be paid for such services.

**Pricing Table**

<b>Description</b>	<b>Region 2</b>	<b>Region 4</b>	<b>Region 5</b>	<b>Region 7</b>	<b>Region 8</b>
	<b>Cost per Occurrence</b>	<b>Cost per Occurrence</b>	<b>Cost per Occurrence</b>	<b>Cost per Occurrence</b>	<b>Cost per Occurrence</b>
Historical Examination	\$385	\$375	\$375	\$375	\$375
Initial/Instant Offense Examination	\$385	\$375	\$375	\$375	\$375
Maintenance Examination	\$345	\$320	\$320	\$320	\$320
Reexamination	\$250	\$320	\$320	\$320	\$320
Failure to Show (without 24-hour notification)	\$150	\$150	\$150	\$150	\$150
Unable to test (positive drug or alcohol test immediately prior to scheduled exam)	\$150	\$150	\$150	\$150	\$150
Case Management Team Meeting	\$50	\$50	\$50	\$50	\$50
General Rate (Testifying at a parole violation hearing)	\$50	\$50	\$50	\$50	\$50

**Attachment A**

**American Polygraph Association Bylaws**

*Please see link below:*

<http://www.polygraph.org/assets/docs/Misc.Docs/bylaws%20amended%203-18-17%20redlined.pdf>

## **Attachment B, Vendor Handbook**

### **MDOC VENDOR HANDBOOK FOR VENDOR EMPLOYEES WORKING WITH PROBATIONERS AND PAROLEES UNDER SUPERVISION WITH THE MDOC – FIELD OPERATIONS ADMINISTRATION**

(Rev.10-10-2016)

**When a Vendor's employees are working under a Contract (# 171 18000000644) between the Vendor and the State of Michigan/Michigan Department of Corrections (MDOC), due to safety and security concerns, the following rules apply to all of the Vendor's employees (Employees) working with probationers and parolees under MDOC supervision with the Field Operations Administration. Any violation of the Vendor Employee Handbook may result in a Stop Order being issued against the Employee, the Employee's removal from his/her assignment under the Contract and may result in additional sanctions from the Vendor and/or law enforcement.**

#### **Definitions**

**Contraband:** Articles not permitted in a FOA office include but are not limited to guns, knives, drones, Tasers®, mace, illegal substances and pepper spray.

**Employee Permitted Items:** Employees are permitted to take the following items in a FOA office: photo ID, money, a cell phone (but they cannot record). If services are offered on the Vendor's premises, the Vendor's employees may not have alcohol, illegal substances or firearms on the premises while providing services to MDOC offenders.

**Discriminatory Harassment:** Unwelcome advances, requests for favors, and other verbal or non-verbal communication or conduct, for example comments, innuendo, threats, jokes, pictures, gestures, etc., based on race, color, national origin, disability, sex, sexual orientation, age, height, weight, marital status, religion, genetic information or partisan considerations.

**Employee:** A person employed by the Vendor or the Vendor's subcontractor and the subcontractor's employees.

**Offender:** A parolee or probationer under the jurisdiction of the MDOC.

**Overfamiliarity:** Overfamiliarity, establishing a friendship, mutual attraction or intimate relationship with an offender, is strictly prohibited. Examples are:

- Conduct which has resulted in or is likely to result in intimacy; a close personal or non-work related association,
- Being at the residence of an offender,
- Being at the residence of an offender's family,
- Giving or receiving non-work related letters, messages, money, personal mementos, pictures, telephone numbers, to or from an offender or a family member of a listed visitor of an offender,
- Exchanging hugs with an offender,
- Dating or having sexual relations with an offender, etc.

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

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

### **General Requirements**

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

**Political Activities.** Employees cannot proselytize for any political group or religion in a FOA Office.

**Conflict of Interest.** If any Employee has a family member or friend who is incarcerated, on parole or on probation he/she must immediately notify their supervisor and the MDOC for proper assignment so that the assignment does not create a conflict of interest and to fill out a written request indicating the name of the offender, offender number, nature of relationship and purpose of the request.

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

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

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

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

**Punctuality:** Employees are required to be punctual and adhere to the work schedule approved by their supervisor and to be at their assignment at the start of their shift. This means that Employees must plan

for proper travel time and inclement weather, in order to be at their assigned location at the start of their work shift.

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

### **Specific Vendor Employee Rules**

1. **Humane Treatment of Individuals.** Employees are expected to treat all individuals in a humane manner while on duty in a facility. Examples of actions of an Employee in violation of this rule include but are not limited to, displaying a weapon, using speech, an action or gesture or movement that causes physical or mental intimidation or humiliation, using abusive or profane language which degrades or belittles another person or group, etc.
2. **Use of Personal Position for Personal Gain.** Employees shall not engage in actions that could constitute the use of their position for personal gain. Example, employees are forbidden from exchanging with, giving to, or accepting gifts or services from an offender or an offender's family.
3. **Discriminatory Harassment.** Employees shall not engage in discriminatory harassment which includes but is not limited to, unwelcomed advances, requests for favors, other verbal or non-verbal communication or conduct based on race color, national origin, disability, sex, sexual orientation, age, height, weight, marital status, religion, genetic information, etc.
4. **Misuse of State or Vendor Property/Equipment.** Employees shall not misuse State or Vendor property. Examples: using a computer for unauthorized purposes, using property for a personal purpose beyond that of your job duties, removing items from the premises without authorization, etc. This includes but is not limited to sexual images and pornography.
5. **Conduct Unbecoming.** Employees shall not behave in an inappropriate manner or in a manner which may harm or adversely affect the reputation or mission of the MDOC. If an employee is arrested or charged with a criminal offense, this matter shall be reported to the Employee's supervisor. Any conduct by an Employee involving theft is not tolerated.
6. **Physical Contact.** Inappropriate physical contact with offenders and MDOC staff is prohibited. Examples include inappropriately placing of hands on another person, horseplay, etc.
7. **Confidential Records/Information.** Employees shall respect the confidentiality of other employees, MDOC staff and offenders. Employees shall not share confidential information.
8. **Reserved.**
9. **Insubordination.** Based on the safety and security of the FOA office, there may be times where Employees are provided guidance from MDOC staff. Willful acts of Employees contrary to MDOC instructions that compromise the MDOC's ability to carry out its responsibilities are prohibited.
10. **Reserved.**

11. **Reserved.**
12. **Emergency.** Employees must immediately respond during an emergency, e.g. call for assistance, respond to an emergent situation, etc. This may include participating in emergency drills conducted by the MDOC, e.g. fire drills.
13. **MDOC Rules, Regulations, Policies, Procedures, Post Orders, Work Statements.** Employees must be familiar with and act in accordance with MDOC rules, regulations, policies, etc. Employees are prohibited from interfering with and undermining the MDOC's efforts to enforce rules, regulations, etc.
14. **Maintaining Order.** Any action or inaction that may detract from maintaining order within the FOA office is prohibited, e.g. antagonizing offenders, inciting to riot, etc.
15. **Chain of Command.** Employees shall follow their chain of command. Complaints and concerns are to be submitted to the immediate supervisor unless the situation is an emergency.
16. **Criminal Acts.** Employees shall not engage in conduct that results in a felony or misdemeanor conviction. Employees must provide a verbal report to their immediate supervisor within 24 hours of a felony or misdemeanor citation or arrest, the issuance of any warrant, any arraignment, pre-trial conference, pleas of any kind, trial, conviction, sentencing, federal, diversion or dismissal.
17. **Contraband and Controlled Substances.** There is a zero tolerance policy regarding any Employee possessing, using or introducing controlled substances into a FOA office. The possession and presence of contraband presents a safety and security risk and is prohibited. Possession, introduction, or attempting to introduce any substance including controlled substances or intoxicants into any FOA office is prohibited.
18. **Use of Alcohol or Controlled Substance.** Employees are prohibited from consuming alcohol or any controlled substance while on duty or on breaks. Employees who report for duty with alcohol on his/her breath or when suspected of being under the influence of alcohol or a controlled substance, may be immediately removed from their assignment.
19. **Reserved.**
20. **Reserved.**
21. **Reserved.**
22. **Reserved.**
23. **Possession and/or Use of Medication.** Employees shall immediately notify their supervisor if taking prescribed medication which may interfere with the Employee's work responsibilities or the safety and security of the facility. Such medication includes but is not limited to: narcotic pain medication, psychotropic medication, mood altering medication and antihistamines. The

Michigan Medical Marihuana Act (the Act), Initiated Law 1 of 2008, MCL 333.26421 – 333.26430, allows for the use of medical marihuana for individuals who have been diagnosed with a “debilitating medical condition.” It is the position of the MDOC that Employees may not possess or use medical marihuana as it is both a federal and state offense.

- 24. **Reserved.**
- 25. **Reserved.**
- 26. **Reserved.**
- 27. **Dereliction of Duty.** Employees shall fully perform their job duties. Failure to do so is considered dereliction of duty and will be reported to the Vendor.
- 28. **Use of Force.** Employees shall use the least amount of force necessary to perform their duties. Employees may act to reasonably to defend themselves against violence.
- 29. **Exchange of Duties.** Employees shall not exchange duties or responsibilities with any MDOC staff.
- 30. **Reserved.**
- 31. **Security Precautions.** Any action or inaction by an Employee which jeopardizes the safety or security of offenders is prohibited. Examples include but are not limited to, loss of equipment (knives, tools), propping open security doors or doors that should remain locked, allowing an unknown or unidentified individual into a building, unauthorized distribution of any MDOC exempt policy directives/operating procedures, etc.
- 32. **Attention to Duty.** Employees shall remain alert while on duty. Sleeping or failure to properly observe an assigned area or offenders are examples of inattention to duty and are prohibited. Items that detract from the alertness of an Employee are prohibited. These items include but are not limited to computer games, books, reading pamphlets, newspapers, or ipads, kindles other non-work related reading materials while on duty.
- 33. **Reporting Violations.** Employees, who are approached by offenders to introduce, transport or deliver contraband or violate the safety and security of the office, shall concurrently report each time they are approached to the Employee’s immediate supervisor and MDOC Program Manager. Employees must report conduct involving drugs, escape, sexual misconduct, sexual harassment, workplace safety or excessive use of force. A complete written report of the approach must be made no later than the end of the Employee’s work day.
- 34. **Reserved.**
- 35. **Reserved.**
- 36. **Reserved.**
- 37. **Reserved.**



38. **Reserved.**
39. **Reserved.**
40. **Reserved.**
41. **Reserved.**
42. **Employee Dress Requirements.** Employees must wear business appropriate clothing as approved by the Vendor and the MDOC. Employees will not be permitted to enter the office without the proper Vendor approved work attire. Examples of inappropriate attire are cut-off shorts, tube tops, bathing suits, see-through clothing, excessively ripped clothing, etc. Shirts and shoes are required.
43. **Reserved.**
44. **Reserved.**
45. **Reserved.**
46. **Reserved.**
47. **Falsifying, Altering, Destroying, Removing Documents or Filing False Report.** Employees shall not falsify, alter, or destroy documents or remove documents from the FOA office. Fraudulent reporting of an Employee's time is expressly prohibited.
48. **Giving or Receiving Gifts or Services.** Employees are prohibited from exchanging with, giving to, or accepting any gifts or services from offenders or an offender's family. This includes but is not limited to food and beverage items, shoe shines, clothing, paper products, stamps, delivering letters/correspondence, etc.
49. **Reserved.**
50. **Overfamiliarity or Unauthorized Contact.** Employees are prohibited from engaging in overfamiliarity with an offender, or an offender's family member. Relationships with an offender, other than an Employee with his or her MDOC approved family member, is prohibited regardless of when the relationship began. Any exceptions must have Vendor and MDOC prior approval.
51. **Sexual Conduct.** Employees are prohibited from engaging in sexual conduct with anyone while on duty.
52. **Sexual Harassment.** Employees are prohibited from sexual harassing anyone. Employees are prohibited from assisting, advising or encouraging any person to sexually harass another.
53. **Workplace Safety.** Threats made by Employees such as bomb threats, death threats, threats of assault, threats of violence are prohibited. Employees are prohibited from engaging with

prisoners in contests like running or sprint challenges, weight lifting contests, etc. Employees shall not physically fight or assault any person. Employees may act to reasonably defend themselves against violence. If an Employee becomes aware of a threat of violence or an act of violence, the Employee shall immediately report this information to their supervisor/chain of command.

Employees will ensure proper storage and handling of tools, keys, equipment, and other items.

## **ACKNOWLEDGMENT**

I acknowledge that I have received a copy of, have read, understand and agree to abide by the above additional conditions, including Attachment 1. If I have any questions, I will ask my supervisor/manager.

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

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

\_\_\_\_\_  
Date

**Attachment C, Service Level Agreements**



<b>Agency/Vendor: MDOC/ West Michigan Polygraph Services (WMPS)</b>
<b>Contract #: 171 180000000644</b>
<b>Effective Date: May 09, 2018</b>

**Metric 1: Credentialing**

**Definition and Purpose**

All Examiners must be licensed by, and in good standing with, the Licensing and Regulatory Affairs (LARA) Board of Forensic Polygraph Examiners and complete the required Continuing Education Units (CEU) credits every two years for license retention. Further, all Examiners must be active members of the American Polygraph Association (APA), and maintain membership during the term of the Contract in accordance with Exhibit A, Statement of Work, Section 3.3, Subsections B.1. & 2.

**Data Source:**

West Michigan Polygraph Services (WMPS) Polygraph Examiner Staff Roster  
 Polygraph Examiner License  
 APA Membership Verification

**Methodology:**

The State will review and confirm license retention with LARA Board of Forensic Polygraph Examiners annually from the contract start date.  
 The State will confirm membership with APA annually from the contract start date.

**Acceptable Standard:**

The Contractor must ensure Polygraph Examiners providing services on the contract remain in good standing with the Board of Forensic Polygraph Examiners and maintain membership with the APA.

**Service Level Credit**

A \$10,000 credit to the State will be assessed for each occurrence that fails to meet the Acceptable Standard. For any credit that is assessed, it will be deducted from a subsequent invoiced payment.

**Metric 2: LEIN**

**Definition and Purpose**

The contractor will provide the Law Enforcement Information Network (LEIN) Form to the Michigan Department of Corrections (MDOC) in accordance with contract standard 3.5, Subsection A.
<b>Data Source:</b>
West Michigan Polygraph Services Staff Roster.
<b>Methodology:</b>
The MDOC will review the submission of the LEIN Information Form to ensure timeliness and compliance with contract requirements.
<b>Acceptable Standard:</b>
All contracted employees must be LEIN cleared by the MDOC prior to commencement of any work for or with MDOC offenders and yearly thereafter. Each employee that fails to meet this standard is considered to be an occurrence.
<b>Service Level Credit</b>
A \$500 credit to the State will be assessed for each occurrence that fails to meet the Acceptable Standard. For any credit that is assessed, it will be deducted from a subsequent invoiced payment.
<b>Metric 3: Verbal Notifications</b>
<b>Definition and Purpose</b>
The Contractor must provide a verbal summary of all examination results to the supervising agent or his/her supervisor within eight business hours of the examination. For examinations found deceptive or when there is admitted violation behavior, verbal notification must be given to the supervising agent or his/her supervisor immediately after the conclusion of the examination; followed by an email outlining the summary of the conversation on the same day as the examination detailing the deceptive findings and any admitted violation behavior in accordance with Exhibit A, Statement of Work, Section 4.3, Subsection B.1.
<b>Data Source:</b>
MDOC offender management system case notes. Email verification outlining the verbal notification from Polygraph Examiner to supervising agent or his/her supervisor.
<b>Methodology:</b>
Review referring supervising agent case notes in MDOC offender management system to check for case note of notification. Email verification from Polygraph Examiner to supervising agent or his/her supervisor to verify notification was provided within required timeframe.
<b>Acceptable Standard:</b>

Polygraph Examiner verbally provides the supervising agent or his/her supervisor a summary of all examination results within eight business hours of the examination. Additionally, the Polygraph Examiner verbally notifies the supervising agent or his/her supervisor of examinee deception or new admitted violation behavior within eight business hours of the examination being conducted. Notification can be made in person or by telephone but must be accompanied by an email outlining the summary of the conversation the same day as the examination.

**Service Level Credit**

A \$2,000 credit to the State will be assessed for each occurrence that fails to meet the Acceptable Standard. For any credit that is assessed, it will be deducted from a subsequent payment.

**Metric 4: Written Reports**

**Definition and Purpose**

A written report of examination findings within 10 business days of the examination emailed to the supervising agent/Supervisor which includes, but is not limited to items (a-d) below. For examinations found deceptive or when there is admitted violation behavior an examiners report must be emailed to the supervising agent or supervisor within five business days of the examination which includes but is not limited to items (a-d) below:

- a. Examinee name and parole number
- b. Date of examination
- c. List of specific issue questions and results
- d. Pre- and post-test admissions, if any

In accordance with Schedule A, Section 4.3 Reporting, Subsection B.2.

**Data Source:**

Date written report of examination findings was emailed to the supervising agent or his/her supervisor.  
Email or phone call to supervising agent or his/her supervisor to verify report was received within required timeframe.

**Methodology:**

Review supervising agent's case notes in MDOC offender management system verifying case note of receipt of emailed written report.  
Email or call supervising agent or his/her supervisor to verify written report was received in required timeframe.

**Acceptable Standard:**

Written report is emailed to supervising agent or his/her supervisor within 10 business days of the date of examination. For examinations found deceptive or when there is admitted violation behavior an examiners report must be emailed to the supervising agent or his/her supervisor within five business days of the examination date.

**Service Level Credit**

A credit of 5% of monthly invoice to the State will be assessed for each occurrence that fails to meet the Acceptable Standard. For any credit that is assessed, it will be deducted from a subsequent payment.

Attachment D, State of Michigan Prosperity Regions

