



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget  
320 S. Walnut Street 2nd Floor Lansing, MI 48933  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **2**  
to  
Contract Number **MA220000001202**

<b>CONTRACTOR</b>	ASBESTOS ABATEMENT INC.
	2420 N. Grand River Ave.
	Lansing MI 48906
	Eric Kuznick
	517-323-0052
	ekuznicki@asbestosabatementinc.com
	CV0046567

<b>STATE</b>	<b>Program Manager</b>	Various	Various
<b>STATE</b>	<b>Contract Administrator</b>	Alannah Doak	DTMB
		5172309424	
		DoakA@michigan.gov	

CONTRACT SUMMARY				
Statewide Abatement and Remediation Services- Asbestos, Lead Paint, and Mold				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 1, 2022	July 31, 2025	2 - 12 Months	July 31, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	24 Months	<input type="checkbox"/>		July 31, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$7,500,000.00	\$0.00	\$7,500,000.00		
DESCRIPTION				
Effective February 27, 2025, the first and second option years available on this contract are hereby exercised. The revised contract expiration date is July 31, 2027.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Christopher McGarry	517-388-3045	McGarryC@michigan.gov
DMVA	Gregory Pawlak	517-481-7655	PawlakG@michigan.gov
MDOC	Gene Wood	810-240-3609	WoodG4@michigan.gov



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **1**

to

Contract Number **MA220000001202**

<b>CONTRACTOR</b>	ASBESTOS ABATEMENT INC.
	2420 N. Grand River Ave.
	Lansing MI 48906
	Eric Kuznick
	517-323-0052
	ekuznicki@asbestosabatementinc.com
	CV0046567

<b>STATE</b>	<b>Program Manager</b>	Various	Various
<b>STATE</b>	<b>Contract Administrator</b>	Alannah Doak	DTMB
		(517) 230-9424	
		DoakA@michigan.gov	

### CONTRACT SUMMARY

Statewide Abatement and Remediation Services- Asbestos, Lead Paint, and Mold

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
August 1, 2022	July 31, 2025	2 - 12 Months	July 31, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

### DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,000,000.00	\$4,500,000.00	\$7,500,000.00		

### DESCRIPTION

Effective 6/4/2024, this contract is hereby increased by \$4,500,000.

Please note the Contract Administrator has been changed to Alannah Doak.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on 6/4/2024.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Christopher McGarry	517-388-3045	McGarryC@michigan.gov
DMVA	Gregory Pawlak	517-481-7655	PawlakG@michigan.gov
MDOC	Gene Wood	810-240-3609	WoodG4@michigan.gov



**STATE OF MICHIGAN PROCUREMENT**  
**DTMB Central Procurement Services**  
 320 S. Walnut Street, 2<sup>nd</sup> Floor North  
 Lansing, MI 48933

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **220000001202**  
 between  
 THE STATE OF MICHIGAN  
 and

<b>CONTRACTOR</b>	Asbestos Abatement, Inc.
	2420 N. Grand River Ave.
	Lansing, MI 48906
	Eric Kuznicki
	517-323-0052
	ekuznicki@asbestosabatementinc.com
	CV0046567

<b>STATE</b>	Program Manager	Multiple- See Below	VARIES
	Contract Administrator	Valerie Hiltz	DTMB
		517-249-0459	
		hiltzv@michigan.gov	

<b>CONTRACT SUMMARY</b>			
<b>DESCRIPTION: Statewide Abatement and Remediation Services- Asbestos, Lead Paint, and Mold</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 1, 2022	July 31, 2025	Two- One Year Options	July 31, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
<b>THIS IS NOT AN ORDER. Orders for work will be placed by Agencies as work is required pursuant to Schedule A, Section 6. Ordering.</b>			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$3,000,000.00</b>

Contract Number: **220000001202**  
Change Notice Number (if applicable):

**Program Managers  
for  
Multi-Agency & Statewide Contracts**

	<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
<b>1</b>	DTMB	Christopher McGarry	517-388-3045	mcgarryc@michigan.gov
<b>2</b>	DMBVA	Gregory Pawlak	517-481-7655	pawlakg@michigan.gov
<b>3</b>	MDOC	Gene Wood	810-240-3609	woodg4@michigan.gov

**FOR THE CONTRACTOR:**

**Asbestos Abatement, Inc.**  
Company Name

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

**Eric Kuznicki**  
Authorized Agent (Print or Type)

\_\_\_\_\_  
Date

**FOR THE STATE:**

\_\_\_\_\_  
Signature

**Valerie Hiltz, Category Specialist, Services and Commodities Division**  
Name & Title

**DTMB Central Procurement Services**  
Agency

\_\_\_\_\_  
Date

**Statewide Abatement and Remediation Services- Asbestos, Lead Paint, and Mold  
MA No. 22000001202**

## **STANDARD CONTRACT TERMS**

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This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Asbestos Abatement, Inc. (“**Contractor**”), a Michigan Corporation. This Contract is effective on August 1, 2022 (“**Effective Date**”), and unless terminated, expires on July 31, 2025.

This Contract may be renewed for up to two (2) 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 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) 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; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) 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:
<b>See Contract Administrator information shown below.</b>	<b>See Contract Administrator information shown below.</b>

3. **Contract Administrator.** The Contract Administrator, or the individual duly authorized 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:
Valerie Hiltz 323 S. Walnut St 2 <sup>nd</sup> floor North Lansing, MI 48933 Hiltzv@michigan.gov 517-249-0459	Eric Kuznicki 2420 N. Grand River Ave Lansing, MI 48906 ekuznicki@asbestosabatementinc.com Office: 517-323-0052 Cell: 517-719-2512

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:
DTMB Christopher McGarry SOM Warehouse Complex Lansing, MI mcgarryc@michigan.gov 517-388-3045	Primary- Eric Kuznicki 2420 N. Grand River Ave Lansing, MI 48906 ekuznicki@asbestosabatementinc.com Office: 517-323-0052 Cell: 517-719-2512  Secondary- Jerry Ackels 2420 N. Grand River Ave Lansing, MI 48906 jackels@asbestosabatementinc.com 517-898-2278
DMVA Gregory Pawlak Joint Forces Readiness Center Lansing, MI pawlakg@michigan.gov Office: 517-481-7655 Cell: 517-256-2439	
MDOC Gene Wood Grandview Plaza Lansing, MI woodg4@michigan.gov Office: 810-240-3609	

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 – Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

**6. Insurance Requirements.**

See Schedule C.

- 7. Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to [MiDeal@michigan.gov](mailto:MiDeal@michigan.gov).

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

- 8. Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal).

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

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

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

- 9. Relationship of the Parties.** The relationship between the parties is that of independent contractors. 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. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

- 10. Intellectual Property Rights.** If Schedule A, Statement of Work, requires Contractor to create any intellectual property, 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.

- 11. 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.
- 12. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 13. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, 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.
- 14. 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.
- 15. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, 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.

- 16. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
- 17. 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 24, 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.

- 18.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.
- 19. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must

reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

- 20. Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.
- 21. Invoices and 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 provided 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 fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

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

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

- 22. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A. The parties understand and agree that

any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

- 23. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 24. 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 25, 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.

- 25. 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 26, 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.
- 26. 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 **180** 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.
- 27. 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, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior 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.

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.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

- 28. 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.
- 29. Limitation of Liability and Disclaimer of Damages.** **IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 30. 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 (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 31. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the

State (“**State Data**”); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing or commercial purposes.

**32. Reserved.**

**33. Reserved.**

**34. Reserved.**

**35. Reserved.**

**36. Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, 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 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 financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

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

**37. Representations and Warranties.** 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 24, Termination for Cause.

- 38. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 39. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 40. Prevailing Wage.** Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract.
- 41. Reserved.**
- 42. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 43. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 44. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.

- 45. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 46. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 47. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved unless the dispute precludes performance. A dispute involving payment does not preclude performance.  
  
 Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
- 48. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.
- 49. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

<b>Schedule A</b>	<b>Statement of Work</b>
<b>Schedule B and Schedule B- Worksheet</b>	<b>Pricing</b>
<b>Schedule C</b>	<b>Insurance Requirements</b>
<b>Schedule D</b>	<b>Zone Maps</b>
<b>Schedule E</b>	<b>PREA Standards- Final</b>
<b>Schedule F</b>	<b>Program A- CFA</b>

<b>Schedule G</b>	<b>MDOC Vendor Handbook for Vendor Employees Entering a Secure Facility</b>
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- 50. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and 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, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE’S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 51. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 52. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 53. Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
- 54. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

# FEDERAL PROVISIONS ADDENDUM

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

## 1. Equal Employment Opportunity.

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers'

representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may

require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

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

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

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

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

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

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

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

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

- a. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- d. Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

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

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

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

**Clean Air Act**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

**Federal Water Pollution Control Act.**

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency

Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. **Debarment and Suspension** .A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549](#) (51 FR 6370; February 21, 1986) and 12689 ([54 FR 34131; August 18, 1989](#)), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).
  - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**8. Byrd Anti-Lobbying Amendment.**

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

**9. Procurement of Recovered Materials.**

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

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

#### **10. Additional FEMA Contract Provisions.**

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

- 1. Access to Records.** The following access to records requirements apply to this contract:
  - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions
  - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed
  - c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract
  - d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States
- 2. Changes.**  
See the provisions regarding modifications or change notice in the Contract Terms.
- 3. DHS Seal Logo and Flags.**  
The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 4. Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**5. No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

**6. Program Fraud and False or Fraudulent Statements or Related Acts**

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

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**Statewide Abatement and Remediation Services- Asbestos, Lead Paint, and Mold  
MA No. 220000001202**

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

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## **BACKGROUND**

Many agencies within the State of Michigan contract for abatement services to maintain safe and healthy environments.

## **INTENT**

The state desires to obtain a contract, or contracts, for professional asbestos and lead paint abatement and mold remediation services, as described herein, from (a) licensed and certified abatement contractor(s).

## **SCOPE**

The scope of work will range from small scale, short duration to large scale, long duration abatement projects necessary for asbestos removal, lead based paint removal/stabilization, and removal of moisture impacted building materials projects.

This contract will be made available for use by all state departments and agencies at any of their locations. This contract may be extended to other entities via the Extended Purchasing provision listed in the Standard Contract Terms, Section 8.

Because the work under this contract will be as needed, the State makes no guarantee as to the total value of work to be performed under this contract.

## **1. General Requirements**

### **1.1. Work to be Performed**

A. Asbestos Abatement. The Contractor will be responsible for the following:

- 1) Abatement- Removal of asbestos containing materials from the designated areas, proper engineering controls and enclosures as required by project specification or applicable regulations and as necessary to control fiber release from asbestos containing material.
- 2) Encapsulation- Procedures as required per project specifications or necessary to apply and encapsulant to asbestos containing building materials to control the possible release of asbestos fibers into the ambient air.
- 3) Repair- As required per project specifications or as necessary for returning damaged asbestos containing building materials to an undamaged condition or an intact state so as to prevent fiber release.
- 4) Re-insulation with asbestos free products and reinstallation of and re-labeling as required by applicable regulations including but not limited to 29CFR 1926.1101(k)(8)(iii), (if required).
- 5) Proper clean-up of asbestos fibers and debris associated with the disturbance of asbestos.

- 6) Proper transportation and disposal of the asbestos containing materials in compliance with all state and federal regulations at appropriate disposal sites. Manifests will be required. The Contractor will be responsible for any and all penalties/fines for improper transportation and disposal.
- B. Lead Paint Abatement. The Contractor will be responsible for the following:
- 1) Abatement- Removal of lead containing paint materials from the designated areas, proper engineering controls and enclosures as required by project specification or applicable regulations and as necessary to control airborne lead release from lead containing paint.
  - 2) Encapsulation- Procedures as required per project specifications or necessary to apply and encapsulant to lead containing painting surfaces after the cleansing of the lead dust surfaces to control the possible release of lead into the ambient air.
  - 3) Stabilization- processes and procedures necessary to return damaged lead containing painted surfaces to a stable, non-lead releasing condition.
  - 4) Proper cleanup of lead dust and debris associated with the disturbance of lead containing paint.
  - 5) Proper transportation and disposal of the lead containing materials in compliance with all state and federal regulations at appropriate disposal sites. Manifests will be required. The Contractor will be responsible for any and all penalties/fines for improper transportation and disposal.
- C. Mold Remediation. The Contractor will be responsible for the following:
- 1) Remediation- Removal of mold impacted building materials from the designated areas, proper engineering controls and enclosures as required by project specification or applicable regulations and as necessary to control airborne mold spore release from wet or mold impacted material.
  - 2) Encapsulation- Procedures as required per project specifications or necessary to apply and encapsulant to lead containing painting surfaces after the cleansing of the lead dust surfaces to control the possible release of lead into the ambient air.
  - 3) Proper containment and clean-up of mold contaminated building materials, ensuring that areas outside the impacted area's do not become contaminated while remediation takes place.
  - 4) Proper disposal of mold impacted building materials in compliance with industry standards.

## **1.2. Licenses and Certifications**

The Contractor must hold and maintain, throughout the entirety of the contract, all necessary licenses and certification necessary to legally perform the duties of the contract as follows:

- A. SOM Asbestos Contractor License (C-30454)
- B. Lead Contractors license (C-318)
- C. EPA Lead Safe Firm (Certification # NAT-27280-2)

D. SOM Residential Builders License (License # 2102213115)

### **1.3. Permits and Fees**

The Contractor will be responsible for obtaining all permits and paying all fees necessary for the completion of any abatement or remediation project.

### **1.4. Contractor Personnel Training**

A. For all work performed under this contract, the Contractor will only assign employees who have been trained in the following, as appropriate for the employee's role and the work to be performed.

- 1) Mold remediation
- 2) Lead safe work practices (RRP)
- 3) Lead abatement workers
- 4) Confined space training
- 5) PCB training
- 6) Hex-Chromium training
- 7) NORM Training
- 8) OSHA 10 training
- 9) Cadmium training
- 10) Asbestos Inspector training
- 11) Asbestos Project Designer training

B. The Contractor will maintain detailed records detailing each employee's licenses, medical monitoring reports, and training certificates they hold and the final date on which renewals need to occur. These records will be made available upon request by the Program Manager or State auditing authority.

### **1.5. Work Standards**

The Contractor will ensure that all work performed under this contract conforms to the requirements of the following State of Michigan Acts, Standards and Administrative Rules:

Asbestos workers accreditation act: [Michigan Legislature - Act 440 of 1988](#)

Asbestos Abatement Contractors Licensing Act: [mcl-act-135-of-1986.pdf \(mi.gov\)](#)

Michigan Occupational Safety and Health Act: [mcl-Act-154-of-1974.pdf \(mi.gov\)](#)

Seller disclosure act: [mcl-Act-92-of-1993.pdf \(mi.gov\)](#)

Asbestos construction standard: [2020-055 LE CS Part 602 Asbestos in Construction \(print version\) \(michigan.gov\)](#)

Lead exposure construction standard: [BSR-STD- \(michigan.gov\)](#)

Lead abatement act: [Public Health Code \(EXCERPT\), Act 368 of 1978, Lead Abatement Act, Part 54A \(michigan.gov\)](#)

Asbestos for general industry part 305: [BSR-STD- \(michigan.gov\)](#)

Respiratory standard part 451/29: [1910.134 - Respiratory protection. | Occupational Safety and Health Administration \(osha.gov\)](#)

Personal protective equipment part 433: [BSR-STD- \(michigan.gov\)](#)

Hazard communication: [1910.1200 - Hazard Communication. | Occupational Safety and Health Administration \(osha.gov\)](#)

Standard and reference guide for mold remediation: [S520 - \(iicrc.org\)](#)

## **2. Service Requirements**

### **2.1. Procedure and Timeframes**

The work involved with this contract will be on an as-needed basis. State Agency's will utilize a different statewide hygiene contractor to identify and ascertain the quantity and severity of the contamination.

#### **A. Requests for Work.**

- 1) Requests for work initiated by State of Michigan Agency Program Manager in coordination with the Agency's Contract Compliance Inspector (CCI) if applicable, will be sent to the Contractors Program Manager. Work requests may be submitted to the Contractor during normal business hours, after hours and on weekends.
- 2) The Contractor will acknowledge receipt of any Agency's request for work within 24 hours.
- 3) The Contractor will provide the to the Agency Program Manager a quotation for the work, based upon the work required, utilizing the pricing established in the Schedule B- Pricing Worksheet. This quotation will be provided within the timeline indicated as necessary by the Agency Program Manager.

B. Project Performance. All Contract Activities must be delivered within the timeline identified in the DO and the Scope of Work for each project.

### **2.2. Transitions**

A. Transition In. At the beginning of the contract the Contractor will assist the State in transitioning to the use of this contract.

B. Transition Out. At the end of the contract, the Contractor must:

- 1) Continue to maintain consistent communication with the State throughout the transition period to ensure the uninterrupted and completed services.
- 2) The Contractor must provide all requested reports and other records as requested by the Contract Administrator and/or the Agency Program Manager(s).

- 3) The Contractor will return all keys and key cards (if any) to the appropriate Program Manager by the final date of service.
- 4) Contractor will submit to the State all final billing within 45 calendar-days of the contract expiration date and provide any requested back up documentation as may be necessary to make final payment within that same 45 calendar-day time. No additional invoicing after the 45 calendar-day period will be honored.

### 3. Staffing

#### 3.1. Contractor Representative

The Contractor will appoint a primary and a secondary project manager for this contract. These individuals will be specifically assigned to State of Michigan accounts and will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the “Contractor Representative”).

The Contractor Representative **must** be:

- A. Available for MSD personnel and customer service calls during the hours of 8 a.m. to 5 p.m. ET Monday through Friday.
- B. The Contractor Representative must respond to the State within 8 business hours to State inquiries Monday through Friday.
- C. The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative or Key Personnel.
- D. The Contractor may not remove or assign a new Contractor Representative without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor’s control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause.
- E. The State reserves the right to have the Contractor replace the Contractor Representative should that person fail to perform the expected duties or prove to be a poor fit with the State.
- F. The identified Contractor Representative is:

Eric Kuznicki, Vice President  
2420 N. Grand River Ave.  
Lansing, MI 48906  
Office Phone: 517-323-0052  
Cell Phone: 517-719-2512  
Email: ekuznicki@asbestosabatementinc.com

#### 3.2. Key Personnel

The Contractor must appoint individuals who will be directly responsible for the day-to-day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.

- A. Program Manager. The Contractor must provide a Program Manager who will monitor and coordinate the day-to-day activities of the Contract and will provide the quotes to the agencies and arrange the work.
  - 1) Available for MSD personnel and customer service calls during the hours of 8 a.m. to 5 p.m. ET Monday through Friday and potentially for evenings and weekends as well.
- B. Project Supervisors. The Contractor must provide a Supervisor for each project.
  - 1) Contractor’s Project Supervisors must be on-site during all asbestos, lead and mold abatement project throughout the duration of the project.
  - 2) The Project Supervisors will be licensed Abatement Contractor Supervisors and Licensed Lead Abatement Supervisors as required based on the scope of the project and have the appropriate training to provide supervisory functions.
- C. Other Key Personnel. Contractor’s corporate staff who are responsible for activities related to the performance of this contract must be available to respond to State inquiries within eight (8) hours between the hours of 8:00 am and 5:00 pm ET, Monday through Friday.
- D. The Contractor’s identified Key Personnel are as follows:
  - Program Manager: Erick Kuznicki (Primary)  
Jerry Ackels (Secondary)
  - Project Supervisors (Foremen):  
Michael Tijernia  
Nathan Ward  
Drew Tobias  
Kurt Hildorf  
Tony McCausey

**3.3. Assignment, Removal or Replacement of Contractor Representative or Key Personnel**

Contractor will not remove the Contractor Representative or any Key Personnel from their assigned roles on this Contract without the prior written consent of the State.

- A. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel’s employment.
- B. Should the Contractor wish to remove and replace key personnel, the Contractor will identify a replacement prior to the removal, who must be approved by the State, and the Contractor may be required to assign the

replacement to shadow the Key Personnel who is leaving for a period of at least 30-calendar days before the Key Personnel's removal.

- C. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under the **Termination for Cause** section of the Standard Contract Terms.
- D. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State because of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):
- 1) For the Unauthorized Removal of the Contractor Representative or any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$5,000.00 per individual.
  - 2) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30-calendar days, in addition to the \$5,000.00 credit specified above, Contractor will credit the State \$167.00 per calendar day for each day of the 30-calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$5,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30-calendar days of shadowing will not exceed \$10,000.00 per individual.
  - 3) Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above:
    - a. is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and
    - b. may, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.
- E. The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of the Contractor Representative or any Key Personnel.
- 1) Before assigning an individual to the Contractor Representative or any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the MSD Project Manager, and

provide the State with a resume and any other information about the individual reasonably requested by the State.

- 2) The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- 3) The State may require a 30-calendar day training period for replacement personnel (see Section 3.3.B. above).

### **3.4. On-Site Staff**

The Contractor will be responsible to ensure that all personnel working on projects related to this contract will have:

- A. The appropriate experience and training (**See Schedule A, Section 1.4. Contractor Personnel Training**).
- B. Necessary medical clearances.
- C. All personal protective equipment necessary to perform the work.

### **3.5. Reasonable Suspicion**

- A. **Use of Alcohol or Controlled Substance.** Contractors staff are prohibited from consuming alcohol or any controlled substance while on duty or on breaks.
  - 1) Contractors staff 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 providing services.
  - 2) Contractors staff are subject to random, reasonable suspicion, pre-appointment, post-accident, and follow-up drug and alcohol testing protocol.

### **3.6. MDOC Staff and Facility COVID Protocols**

Contractor staff may be subject to rapid COVID testing to enter a MDOC facility.

### **3.7. Staff Training when working at MDOC sites**

- A. The Contractor must complete MDOC Provided Training for Contractors entering MDOC facilities.
  - 1) In accordance with MDOC instruction, Contractor staff providing services under the MDOC contract may be required to complete applicable MDOC provided training prior to providing services under this Contract and annually thereafter.
    - a. The training assigned will be specific to Contractor worksite, level of offender contact, and the services provided under the Contract.
    - b. For Contractors who have no offender contact and no access to MDOC properties or data, training may not be a requirement.

- c. Contractor staff will be reimbursed for required MDOC training upon successful completion of their assigned MDOC Training Plan.
- d. New Contractor training is required to be completed prior to providing services under the contract and may be completed at a non-MDOC location (Home Office, Agency Office, etc..). Contact the MDOC Contract Representative with any questions concerning MDOC training.

### **3.8. Prison Rape Elimination Act of 2003 (PREA), 42 U.S.C. § 15601**

- A. The Contractor and the Contractor Personnel shall comply with the Final Rule implementing PREA, all applicable PREA standards (Schedule E) and the agency's policies.
  - 1) The Contractor and Contractor Personnel shall make itself familiar with and at all times shall observe and comply with all PREA regulations that in any manner affect the performance under this Contract.
  - 2) Failure to comply with the PREA standards and related polices of the MDOC will be considered a breach of contract and may result in termination of the contract.
- B. Contract Personnel who may have contact with prisoners must complete PREA training Program A - Correctional Facilities Administration (CFA) Security Regulations (Schedule F) prior to entrance in any MDOC Facility. Upon completion, Contractor Personnel shall submit a signed memorandum to the Contract Administrator documenting completion of the training and date of completion.
- C. As is deemed necessary, the MDOC Contract Monitor, or Program Manager will provide the Contractor with current copies of all PREA documents via email. Any revisions to the documents will be emailed to the Contractor throughout the Contract period, and the Contractor must comply with all documentation provided.

### **3.9. MDOC Vendor Handbook**

- A. The Contractor will require all its employees working inside an MDOC correctional facility to read and sign the MDOC Vendor Handbook (Schedule G) upon award of Contract.
  - 1) 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.
  - 2) The awarded Contractor must provide copies of each signed Employee Acknowledgement to the MDOC Program Manager at the completion of the employee's orientation.

### **3.10. Overfamiliarity/Unauthorized Contact at MDOC Sites**

- A. Overfamiliarity is strictly prohibited. Overfamiliarity is defined as, establishing a friendship, mutual attraction or intimate relationship with an offender.
- B. Examples of overfamiliarity may include, but are not limited to:
  - 1) Conduct which has resulted in or is likely to result in intimacy; a close personal or non-work-related association,
  - 2) Being at the residence of an offender,
  - 3) Being at the residence of an offender's family,
  - 4) Giving or receiving non-work-related letters, messages, money, personal mementos, pictures, telephone numbers, to or from an offender or a family member of a listed visitor of an offender,
  - 5) Exchanging hugs with an offender,
  - 6) Dating or having sexual relations with an offender, etc.
- C. Contact with offenders beyond program requirements, accepting items, offers of assistance or services are prohibited. Contract staff and volunteers must have no physical contact or close proximity beyond socially acceptable personal space unless same sex residential security staff is conducting pat downs. Any exceptions must have prior written approval of the MDOC Program Manager and the MDOC Contract Manager.
- D. MDOC has the authority to remove Contract staff who are overfamiliar with MDOC offenders, parolees, and probationers from providing services under the Contract.

### **3.11. Americans with Disabilities Act (ADA)**

- A. The Contractor must comply with the Americans with Disabilities Act (ADA) and must notify the designated MDOC Program Manager within 24 hours of any request for reasonable accommodation for an offender.
- B. The Contractor must comply with the Americans with Disabilities Act (ADA) and must notify the designated MDOC PMCD Contract Manager within 24 hours of any request for reasonable accommodation by an employee of the Contractor.

### **3.12. Organizational Chart**

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

### **3.13. Work Hours**

The Contractor will provide Contract Activities during the State's normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. EST and possible night and weekend hours depending on the requirements of the project.

### **3.14. Disclosure of Subcontractors**

- A. For the sake of any contract established via this solicitation, a subcontractor will be defined as any entity, in a business relationship with the Contractor, that will have their employees dispatched to perform work at a State of Michigan facility.
- 1) Any subcontractors will be bound by the terms of this contract, although the State extends no contractual relationship to the Contractor's subcontractors. The State will not accept billing from nor make direct payments to any subcontractor.
  - 2) The Contractor will give the State 30 calendar days' notice if it intends to replace any subcontractor and provide the same information as required below. The State reserves the right to either approve or disapprove use of any subcontractor.
  - 3) The State may request to remove a subcontractor at any time during the term of the contract, and the Contractor is responsible for replacing that subcontractor within 30 calendar days.
  - 4) The Contractor will designate one key personnel that will be solely responsible for communicating the needs of the State to the subcontractors.
- B. As of this contract's execution, the Contractor does not intend to use any subcontractors. If the Contractor intends to hire subcontractors in the future the following information must be provided to the Contract Administrator for review and approval.
- 1) The legal business name, address, telephone number of the subcontractor(s).
  - 2) A description of subcontractor's organization and the services it will provide as well as information concerning subcontractor's ability to provide the Contract Activities.
  - 3) The relationship of the subcontractor to the Bidder.
  - 4) Whether the Bidder has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
  - 5) A complete description of the Contract Activities that will be performed or provided by the subcontractor.
  - 6) Percentage of work that will be performed by the subcontractor.

### **3.15. Security**

- A. The Contractor will perform background checks and drug screenings on all employees at its own cost.

- B. The Contractor's employees will wear a company uniform.
- C. Uniforms, hard hats, large equipment and corporate vehicles will display the Contractor's corporate logo.
- D. The State may require the Contractor's personnel to wear State issued identification badges containing their name and picture.

**3.16. Security For Work Performed at MDOC Facilities.**

The Contractor, its staff, and any subcontractor staff will be subject to the following security procedures:

- A. No active warrants or pending charges on any staff assigned to this contract.
- B. MDOC reserves the right to approve, decline, or remove Contractor and subcontractor staff from providing services on this Contract.
- C. May not be under Federal, State or local jurisdiction as a prisoner. Must be off of Federal, State or local jurisdiction for five years from the date of discharge. Felony ex-prisoners will not be considered as contracted staff until they have been discharged from all sentences, including parole and probation, and are approved by the Deputy Director of the Correctional Facilities Administration (CFA). MDOC reserves the right to approve or decline applicants who have been involved in the criminal justice system depending on the circumstances.
- D. Not under investigation or under disciplinary action of the Michigan Department of Licensing and Regulatory Affairs.
- E. Has not engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution as defined in 42 U.S.C. 1997.
- F. Has not been convicted of engaging in, attempting to engage in or conspiracy to engage in sexual activity facilitated by force, overt or implied threats of force or coercion, or if the victim did not consent or was unable to consent or refuse.
- G. Has not been civilly or administratively adjudicated to have engaged in the activity described in Letter F above.
- H. The MDOC may investigate the Contractor's and subcontractor's personnel before they may have access to MDOC facilities and systems.
  - 1) The scope of the background check is at the discretion of the MDOC, and the results will be used to determine Contractor personnel eligibility for working within MDOC facilities and systems.
  - 2) The investigations will include Michigan State Police Background checks (ICHAT) and the Law Enforcement Information Network (LEIN) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check.

- 3) Any request for background checks will be initiated by the MDOC and will be reasonably related to the type of work requested.
- I. All delivery drivers, Contractor's and subcontractor's staff and technicians that are entering an MDOC facility must be LEIN cleared by MDOC at least 72 hours prior to facility entry.
  - 1) The Contractor's personnel must be LEIN cleared and received written approval from the MDOC's Contract Manager initially and annually by MDOC prior to any work with MDOC prisoners.
  - 2) The Contractor should attempt to get any and all staff/inspectors that potentially could go into a secure facility during the life of the contract pre-cleared through LEIN before a need is recognized.
  - 3) Should an emergency arise, MDOC may be able to LEIN clear individuals less than 72 hours if approved by the Contract Manager.
- J. The Contractor and subcontractor personnel must request LEIN clearance in writing.
  - 1) The completed LEIN Information Form must be sent to and approved by MDOC prior to Contractor's personnel working with MDOC prisoners and annually following approval.
  - 2) There is no cost associated with the LEIN. The LEIN form and email address will be provided to the Contract awardee(s).
- K. The Contractor must document if a Contractor's or subcontractor's personnel assigned to the Contract is related to or acquainted with a prisoner incarcerated and under the jurisdiction of the MDOC.
  - 1) For Contractor's personnel who are related to or acquainted with a prisoner, the Contractor's staff member must complete the Prisoner Contact Exception Request (CAJ-202) and submit it to the MDOC Program Manager or designee.
  - 2) The Contractor must ensure its personnel complete the form and notify the MDOC Program Manager of any changes throughout the contract term.
- L. The Contractor/subcontractor's personnel may be required to wear State-issued identification badges.
- M. All vehicles entering a correctional facility must be inspected before entry of the secure perimeter.
- N. The Contractor's and subcontractor's personnel must anticipate delays when visiting any correctional facility due to issues within the facility.
- O. The Contractor/subcontractor's personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. See [http://www.michigan.gov/dtmb/0,4568,7-150-56355\\_56579\\_56755---.00.html](http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---.00.html). Contractor/subcontractor personnel must also agree to the State's security and acceptable use policies before the Contractor/subcontractor

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

- P. The MDOC reserves the right to deny access to any correctional facility to anyone who fails to comply with any applicable State, Federal or local law, ordinance or regulation or whose presence may compromise the security of the facility, its members or staff.
- 1) Weapons, alcoholic beverages, poison, and prescription drugs and controlled substances without written certification of needs from a licensed physician (does not include medical supplies for the facility), cellular devices, cameras, and audio or visual recording devices are prohibited from being brought into all MDOC correctional facilities.
  - 2) Tobacco products and smoking also are prohibited both inside a correctional facility and on facility grounds except as specifically authorized by MDOC policy. Wardens may prohibit other items from being brought into their respective correctional facilities. Smoking is prohibited.
- Q. Security is the facility's first priority, and the Contractor and Contractor Personnel must be responsive and respectful of these needs.
- R. The Contractor, Contractor's, and subcontractor's personnel must comply with and cooperate with all correctional facility rules, procedures and processes as well as State and federal laws. Contractor personnel must ensure that they are complying with all facility rules and regulations including, but not limited to, dress code and items allowed to be possessed.
- S. The Contractor's and subcontractor's personnel must follow the facility entry, exit, manifest process, to include the following:
- 1) The Contractor/subcontractor personnel will receive an orientation and training by the MDOC on security, procedures, etc., inside the correctional facility. The Contractor must maintain a copy of the Contractor personnel's training certificates in the appropriate file for auditing purposes.
  - 2) The Contractor/subcontractor personnel must follow all MDOC rules, procedures and security processes at all times.
  - 3) The Contractor/subcontractor must ensure that all Contractor personnel working in a correctional facility are familiar and in compliance with the necessary routines and increased awareness of working inside a facility. Working inside the facility requires that the Contractor personnel develop positive and cooperative relationships with MDOC facility staff.

- 4) The Contractor/subcontractor personnel must report any concerns, issues, or rule violations to the MDOC facility staff immediately.
- 5) The Contractor/subcontractor personnel must use the MDOC facility staff as a resource for questions and guidance working with prisoners and inside a correctional facility.
- 6) The Contractor/subcontractor personnel must defer to MDOC correctional facility staff for directions. The Contractor personnel must remember they are a guest in the facility and that security is the first priority of the facility.

#### **4. Contract and Project Management**

##### **4.1. Management Approach**

- A. The Contractor will assign at least one Program Manager to this contract to manage the work performed under this contract.
- B. Email is the preferred method of communication.
- C. A summary email will be sent to all project contacts after any on-site meeting.

##### **4.2. MDOC Procurement, Monitoring and Compliance Division**

The MDOC has developed a contract monitoring unit known as the Procurement Monitoring and Compliance Division (PMCD).

- A. This unit has oversight for the Department's contracts and ensures that the Contractor is delivering services according to the contract requirements.
- B. The Agency Program 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.
- C. A contract monitor will be assigned to monitor the contract(s), and as part of this role they will conduct regular monitoring of all contract related activities.

##### **4.3. Quality Assurance**

- A. The Contractor will be required to maintain a Quality Assurance Program (QAP) that will govern various aspects of projects performed under this contract.
- B. The QAP will follow a specific set of guidelines and will be maintained for each project from quote to closeout.
- C. The QAP will contain various milestones that are checked and approved by the Contractor's Program Manager.
- D. The QAP will detail the Contractor's audit procedures.

##### **4.4. Meetings**

The Contractor's Key personnel must attend the following meetings as appropriate:

- A. Contract Kick-off meeting within 15 to 30-calendar days of the Effective Date.

- B. Project progress meetings as required within the individual project DO's statements of work.
- C. The State may request other meetings, as it deems appropriate.

#### **4.5. Reporting**

The Contractor will track each project performed for the State in a centralized database.

- A. Each project will have a spreadsheet checklist which organizes all project submittals and documentation.
- B. Within 30 days of a project's completion, the Contractor will provide to the Agency Program Manager an electronic "close-out" packet. The packet will include, but not be limited to:
  - 1) A detailed summary of the work performed
  - 2) Copies of permits (if applicable)
  - 3) Copies of waste manifests (if applicable)
  - 4) Copies of worker documentation (if applicable)
  - 5) Description of any relevant observations by the Contractor
  - 6) Personal air monitoring data (if applicable)
  - 7) Pictures of the worksite.
- C. The Contractor will maintain detailed records detailing each employee's licenses, medical monitoring reports, and training certificates they hold and the final date on which renewals need to occur. These records will be made available upon request by the State's Contract Administrator, Program Manager or State auditing authority.
- D. The Contractor will provide to the State other reports as requested.

### **5. Pricing**

#### **5.1. Price Term**

Pricing is firm for the base three year period ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period, which will coincide with the beginning of each exercised option year.

#### **5.2. Unit Rate and Labor Pricing**

Pricing for this contract is as established in Schedule B- Pricing Worksheet. Contractor must pay prevailing wage. See Standard Terms and Conditions, Section 40. Prevailing Wage.

#### **5.3. Price Changes**

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

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

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

## **6. Ordering**

### **6.1. Authorizing Document**

The appropriate authorizing document for the Contract will be a Delivery Order (DO) issued against the Master Agreement. Any necessary project statements of work or other requirements will be attached.

## **7. Acceptance**

### **7.1. Final Acceptance**

The final acceptance of the services provided by the Contractor will be granted in writing by the CCI or Program Manager if:

- 1) The work is completed as described in the DO in compliance with the contract.
- 2) The State's Industrial Hygiene contractor, who will be hired by the Agency to perform an independent post abatement air monitoring check to ensure friable asbestos has been removed, has accepted the results.
- 3) The delivery of the final documentation of the disposal manifest(s) to the CCI or Program Manager (as required for asbestos and lead abatement).

## **8. Invoice and Payment**

### **8.1. Invoice Requirements**

A. All invoices submitted to the State must include:

- 1) Date
- 2) DO number
- 3) The DO State Agency Requestor's contact name, phone number, and email address
- 4) Project Location information
- 5) Vendor generated invoice number
- 6) Description of the Contract Activities
- 7) Unit price and other required breakdowns
- 8) Total price.

Overtime, holiday pay, and travel expenses will not be paid unless specifically provided for in the DO by line item.

B. All invoices are for payment purposes only. No additional terms, conditions, fees, or price adjustments will be allowed on any invoice. Any invoices that have

addition items that are outside the agreed upon scope of the contract need to be corrected. Invoices with additions will be sent back to vendor for correction and a new invoice will be generated with corrections made. The 45 days allowed to pay an invoice will coincide with the newly submitted invoice date from the vendor

C. Invoices will be submitted to the Agency in the manner indicated in the DO.

**8.2. Payment Methods**

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

**8.3. Payment Procedure**

Payment for all work performed under this contract will be rendered when the work is completed and upon written final acceptance by the State.

**9. Service-Level Agreements (SLAs)**

- A. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.
- B. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.
- C. **Please Note:** Should bidders require clarification or have any questions with regard to the SLAs, they should submit them during the *Question and Answer Period* of this solicitation; please see the **Proposal Instructions** for the timeline.

**Service Level Agreements for this Contract will be as follows:**

SLA Metric 1. Timely Completion	
<b>Definition and Purpose</b>	All projects must be completed within the timelines established in the Delivery Order, which has been based on the Contractors project quote as negotiated by the Agency Program Manager.
<b>Acceptable Standard</b>	Extenuating circumstances, or timeline changes must be communicated by the Contractor to the Agency Program Manager prior to the scheduled delivery date and time and must be approved in writing.  The acceptable standard is 100% compliance.
<b>Credit Due for Failing to Meet the Service Level Agreements</b>	A credit of up to a 3% of total project cost may be assessed for each project completion date missed.  Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.  At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.

<b>SLA Metric 2. Proper Completion</b>	
<b>Definition and Purpose</b>	The final acceptance of the services provided by the Contractor will be granted in writing by the CCI or Program Manager if the work is completed as described in the DO in compliance with the contract, the acceptance has been received by the State of Michigan Industrial Hygiene company performing Contractor air monitoring, and the delivery of the final documentation of the disposal manifest to the CCI or Program Manager (as required for asbestos and lead abatement).
<b>Acceptable Standard</b>	The acceptable standard is 100% compliance with the contract Schedule A, Sections 1 and 2, and any additional requirements established in the Project Delivery Order (DO).
<b>Credit Due for Failing to Meet the Service Level Agreements</b>	<p>Should the CCI or Program Manager deem the project as improperly completed (or any of the required acceptance criteria are missed):</p> <ol style="list-style-type: none"> <li>1. 3% of the total project cost may be assessed for improper completion.</li> <li>2. An additional 1% per day may be assessed for each day the Contractor fails to remedy the improper completion of the work.</li> </ol> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

## **10. Additional Requirements**

### **10.1. Hazardous Chemical Identification**

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

All MSDS's will be compiled by the Program Manager in a dedicated binder which will be stored on site, withing one of the Contractor's vehicles, and will also be held in electronic format by site foreman, during the duration of the project.

The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

**10.2. Mercury Content**

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. All products containing mercury must be labeled as containing mercury. The Contractor does not intend to utilize any products containing mercury.

**10.3 Brominated Flame Retardants**

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs. The Contractor does not intend to utilize any products containing BFR's.

**10.4 Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)**

The contractor will not use products nor their components that contain intentionally added PFAS.

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## **SCHEDULE B - PRICING**

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**MA No. 22000001202**

**Statewide Abatement and Remediation Services- Asbestos, Lead, and Mold**

1. Contract pricing is recorded on the **Schedule B- Pricing Worksheets**.
2. Prices include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State in order to meet the requirements of this contract. See Schedule B- Pricing Worksheet for additional information.

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## SCHEDULE B- PRICING WORKSHEET

MA Number 22000001202

### Statewide Abatement and Remediation Services- Asbestos, Lead Paint, and Mold

<b>ASBESTOS ABATEMENT SERVICES</b>				
Prices quoted in Sections A through K are to include all costs associated with the work except for on-site labor, supervision and mobilization.				
<b>SECTION A: STRUCTURAL STEEL BEAM</b>				
Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
A1	Asbestos containing material on structural steel beams. Work to be completed at heights below 12 feet.	Up to 160	SF	\$ 13.00
		160 to 1,500	SF	\$ 12.00
		1500 to 3,000	SF	\$ 8.00
		3,000 +	SF	\$ 5.00
A2	Asbestos containing material on structural steel beams. Work to be completed at heights above 12 feet.	Up to 160	SF	\$ 13.50
		160 to 1,500	SF	\$ 12.50
		1500 to 3,000	SF	\$ 8.00
		3,000 +	SF	\$ 5.50
<b>SECTION B: STRUCTURAL STEEL COLUMN</b>				
Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
B1	Asbestos containing material on structural steel columns. Work to be completed at heights below 12 feet.	Up to 160	SF	\$ 15.00
		160 to 1,500	SF	\$ 14.00
		1500 to 3,000	SF	\$ 10.00
		3,000 +	SF	\$ 7.00
B2	Asbestos containing material on structural steel columns. Work to be completed at heights above 12 feet.	Up to 160	SF	\$ 15.50
		160 to 1,500	SF	\$ 14.50
		1500 to 3,000	SF	\$ 10.50
		3,000 +	SF	\$ 7.50
<b>SECTION C: WALLS</b>				
Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
C1	Sprayed-on and/or troweled -on asbestos containing material, applied on smooth surface walls. Work to be completed at heights below 12 feet.	Up to 160	SF	\$ 12.00
		160 to 1,500	SF	\$ 11.00
		1500 to 3,000	SF	\$ 10.00
		3,000 +	SF	\$ 7.00
C2	Sprayed-on and/or troweled -on asbestos containing material, applied on smooth surface walls. Work to be completed at heights above 12 feet.	Up to 160	SF	\$ 12.00
		160 to 1,500	SF	\$ 11.00
		1500 to 3,000	SF	\$ 10.50
		3,000 +	SF	\$ 7.50
C3	Sprayed-on and/or troweled -on asbestos containing material, applied on fluted surface walls. Work to be completed at heights below 12 feet.	Up to 160	SF	\$ 12.00
		160 to 1,500	SF	\$ 11.00
		1500 to 3,000	SF	\$ 10.00
		3,000 +	SF	\$ 7.00
C4	Sprayed-on and/or troweled -on asbestos containing material, applied on fluted surface walls. Work to be completed at heights above 12 feet.	Up to 160	SF	\$ 12.00
		160 to 1,500	SF	\$ 11.00
		1500 to 3,000	SF	\$ 10.50
		3,000 +	SF	\$ 7.50
C5	Asbestos containing glue pods on plaster walls. Work to be completed below 12 feet.	Up to 160	SF	\$ 3.00
		160 to 1,500	SF	\$ 2.00
		1500 to 3,000	SF	\$ 1.00
		3,000 +	SF	\$ 1.00
C6	Asbestos containing glue pods on plaster walls. Work to be completed above 12 feet.	Up to 160	SF	\$ 3.25
		160 to 1,500	SF	\$ 2.25
		1500 to 3,000	SF	\$ 1.25
		3,000 +	SF	\$ 1.25

**SECTION C: WALLS Continued**

Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
C7	Asbestos containing glue pods on drywall walls. Work to be completed below 12 feet.	Up to 160	SF	\$ 2.50
		160 to 1,500	SF	\$ 1.75
		1500 to 3,000	SF	\$ 1.00
		3,000 +	SF	\$ 1.00
C8	Asbestos containing glue pods on drywall walls. Work to be completed above 12 feet.	Up to 160	SF	\$ 2.75
		160 to 1,500	SF	\$ 2.00
		1500 to 3,000	SF	\$ 1.25
		3,000 +	SF	\$ 1.25
C9	Asbestos containing glue pods on cinderblock walls. Work to be completed below 12 feet.	Up to 160	SF	\$ 3.00
		160 to 1,500	SF	\$ 2.00
		1500 to 3,000	SF	\$ 1.00
		3,000 +	SF	\$ 1.00
C10	Asbestos containing glue pods on cinderblock walls. Work to be completed above 12 feet.	Up to 160	SF	\$ 3.50
		160 to 1,500	SF	\$ 2.50
		1500 to 3,000	SF	\$ 1.50
		3,000 +	SF	\$ 1.50

**SECTION D: PIPES**

Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)	Reinstall and Label (Add/Deduct)
D1	Asbestos containing pipe insulation on pipes 1" to -4" in diameter. Work to be completed at heights below 12 feet.	Up to 20	LF	\$ 13.00	\$ 14.00
		20 to 260	LF	\$ 9.00	\$ 10.00
		260 to 500	LF	\$ 7.00	\$ 8.00
		500 to 1,000	LF	\$ 6.50	\$ 7.00
		1,000 +	LF	\$ 6.50	\$ 7.00
D2	Asbestos containing pipe insulation on pipes 1" to -4" in diameter. Work to be completed at heights above 12 feet.	Up to 20	LF	\$ 14.00	\$ 15.00
		20 to 260	LF	\$ 10.00	\$ 11.00
		260 to 500	LF	\$ 8.00	\$ 9.00
		500 to 1,000	LF	\$ 7.50	\$ 8.00
		1,000 +	LF	\$ 7.50	\$ 8.00
D3	Asbestos containing pipe insulation on pipes 4" to -8" in diameter. Work to be completed at heights below 12 feet.	Up to 20	LF	\$ 15.00	\$ 16.00
		20 to 260	LF	\$ 11.00	\$ 12.00
		260 to 500	LF	\$ 9.00	\$ 10.00
		500 to 1,000	LF	\$ 8.50	\$ 9.50
		1,000 +	LF	\$ 8.50	\$ 9.50
D4	Asbestos containing pipe insulation on pipes 4" to -8" in diameter. Work to be completed at heights above 12 feet.	Up to 20	LF	\$ 15.50	\$ 16.50
		20 to 260	LF	\$ 12.50	\$ 13.50
		260 to 500	LF	\$ 9.50	\$ 10.50
		500 to 1,000	LF	\$ 9.00	\$ 10.00
		1,000 +	LF	\$ 9.00	\$ 10.00
D5	Asbestos containing pipe insulation on pipes 8" to -12" in diameter. Work to be completed at heights below 12 feet.	Up to 20	LF	\$ 18.00	\$ 19.00
		20 to 260	LF	\$ 16.00	\$ 17.00
		260 to 500	LF	\$ 15.00	\$ 16.00
		500 to 1,000	LF	\$ 13.00	\$ 14.00
		1,000 +	LF	\$ 12.00	\$ 13.00
D6	Asbestos containing pipe insulation on pipes 8" to -12" in diameter. Work to be completed at heights above 12 feet.	Up to 20	LF	\$ 19.00	\$ 20.00
		20 to 260	LF	\$ 17.00	\$ 18.00
		260 to 500	LF	\$ 16.00	\$ 17.00
		500 to 1,000	LF	\$ 14.00	\$ 15.00
		1,000 +	LF	\$ 13.00	\$ 14.00
D7	Asbestos containing pipe insulation on pipes greater than 12" in diameter. Work to be completed at heights below 12 feet.	Up to 20	LF	\$ 22.00	\$ 23.00
		20 to 260	LF	\$ 20.00	\$ 21.00
		260 to 500	LF	\$ 18.00	\$ 19.00
		500 to 1,000	LF	\$ 17.00	\$ 18.00
		1,000 +	LF	\$ 17.00	\$ 18.00

**SECTION D: PIPES continued**

Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)	Reinstall and Label (Add/Deduct)
D8	Asbestos containing pipe insulation on pipes greater than 12" in diameter. Work to be completed at heights above 12 feet.	Up to 20	LF	\$ 23.00	\$ 24.00
		20 to 260	LF	\$ 21.00	\$ 22.00
		260 to 500	LF	\$ 19.00	\$ 19.00
		500 to 1,000	LF	\$ 18.00	\$ 18.00
		1,000 +	LF	\$ 18.00	\$ 18.00

**SECTION E: ELBOWS, JOINTS AND VALVES**

Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)	Reinstall and Label (Add/Deduct)
E1	Asbestos containing elbow, joint and valve insulation on pipes up to 4" in diameter. Work go be completed at heights below 12 feet	Up to 10	EA	\$ 13.00	\$ 13.00
		10 to 20	EA	\$ 9.00	\$ 9.00
		22 to 50	EA	\$ 9.00	\$ 9.00
		50+	EA	\$ 9.00	\$ 9.00
E2	Asbestos containing elbow, joint and valve insulation on pipes up to 4" in diameter. Work go be completed at heights above 12 feet.	Up to 10	EA	\$ 14.00	\$ 14.00
		10 to 20	EA	\$ 10.00	\$ 10.00
		22 to 50	EA	\$ 10.00	\$ 10.00
		50+	EA	\$ 10.00	\$ 10.00
E3	Asbestos containing elbow, joint and valve insulation on pipes 4" to -8" in diameter. Work go be completed at heights below 12 feet.	Up to 10	EA	\$ 14.00	\$ 14.00
		10 to 20	EA	\$ 10.00	\$ 10.00
		22 to 50	EA	\$ 10.00	\$ 10.00
		50+	EA	\$ 10.00	\$ 10.00
E4	Asbestos containing elbow, joint and valve insulation on pipes 4" to -8" in diameter. Work go be completed at heights above 12 feet.	Up to 10	EA	\$ 15.00	\$ 15.00
		10 to 20	EA	\$ 11.00	\$ 11.00
		22 to 50	EA	\$ 11.00	\$ 11.00
		50+	EA	\$ 11.00	\$ 11.00
E5	Asbestos containing elbow, joint and valve insulation on pipes 8" to -12" in diameter. Work go be completed at heights below 12 feet.	Up to 10	EA	\$ 19.00	\$ 19.00
		10 to 20	EA	\$ 17.00	\$ 17.00
		22 to 50	EA	\$ 17.00	\$ 17.00
		50+	EA	\$ 16.00	\$ 16.00
E6	Asbestos containing elbow, joint and valve insulation on pipes 8" to -12" in diameter. Work go be completed at heights above 12 feet.	Up to 10	EA	\$ 20.00	\$ 20.00
		10 to 20	EA	\$ 18.00	\$ 18.00
		22 to 50	EA	\$ 18.00	\$ 18.00
		50+	EA	\$ 17.00	\$ 17.00
E7	Asbestos containing elbow, joint and valve insulation on pipes greater than 12" in diameter. Work go be completed at heights below 12 feet.	Up to 10	EA	\$ 25.00	\$ 25.00
		10 to 20	EA	\$ 23.00	\$ 23.00
		22 to 50	EA	\$ 22.00	\$ 22.00
		50+	EA	\$ 20.00	\$ 20.00
E8	Asbestos containing elbow, joint and valve insulation on pipes greater than 12" in diameter. Work go be completed at heights above 12 feet.	Up to 10	EA	\$ 27.00	\$ 27.00
		10 to 20	EA	\$ 24.00	\$ 24.00
		22 to 50	EA	\$ 22.00	\$ 22.00
		50+	EA	\$ 20.00	\$ 20.00

**SECTION F: DUCTS AND DUCT INSULATION**

Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)	
F1	Asbestos containing insulation on ducts. Work to be completed at heights below 12 feet.	Up to 50	SF	\$ 12.00	
		50 to 100	SF	\$ 10.00	
		100 to 300	SF	\$ 9.00	
		300 to 500	SF	\$ 8.00	
		500 to 1,000	SF	\$ 7.00	
		1,000 +	SF	\$ 7.00	
F2	Asbestos containing insulation on ducts. Work to be completed at heights above 12 feet.	Up to 50	SF	\$ 12.50	
		50 to 100	SF	\$ 10.50	
		100 to 300	SF	\$ 9.50	
		300 to 500	SF	\$ 8.50	
		500 to 1,000	SF	\$ 7.50	
		1,000 +	SF	\$ 7.50	

**SECTION F: DUCTS AND DUCT INSULATION continued**

Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
F3	Remove ducts with asbestos containing insulation/mastic/sealer. Work to be completed at heights below 12 feet.	Up to 50	SF	\$ 13.00
		50 to 100	SF	\$ 12.00
		100 to 300	SF	\$ 11.00
		300 to 500	SF	\$ 9.00
		500 to 1,000	SF	\$ 9.00
		1,000 +	SF	\$ 9.00
F4	Remove ducts with asbestos containing insulation/mastic/sealer. Work to be completed at heights above 12 feet.	Up to 50	SF	\$ 14.00
		50 to 100	SF	\$ 13.00
		100 to 300	SF	\$ 12.00
		300 to 500	SF	\$ 10.00
		500 to 1,000	SF	\$ 10.00
		1,000 +	SF	\$ 10.00

**SECTION G: CEILINGS**

Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
G1	Asbestos containing acoustical plaster applied on the existing structure. Work to be completed at heights below 18 feet.	Up to 160	SF	\$ 10.00
		160 to 1,500	SF	\$ 9.00
		1,500 to 3,000	SF	\$ 6.00
		3,000 +	SF	\$ 5.00
G2	Asbestos containing acoustical plaster applied on the existing structure. Work to be completed at heights above 18 feet.	Up to 160	SF	\$ 10.00
		160 to 1,500	SF	\$ 9.00
		1,500 to 3,000	SF	\$ 6.00
		3,000 +	SF	\$ 5.00
G3	Asbestos containing acoustical plaster applied to a suspended lath/plaster system. Work to be completed at heights below 18 feet.	Up to 160	SF	\$ 10.00
		160 to 1,500	SF	\$ 9.00
		1,500 to 3,000	SF	\$ 6.00
		3,000 +	SF	\$ 5.00
G4	Asbestos containing acoustical plaster applied to a suspended lath/plaster system. Work to be completed at heights above 18 feet.	Up to 160	SF	\$ 10.00
		160 to 1,500	SF	\$ 9.00
		1,500 to 3,000	SF	\$ 6.00
		3,000 +	SF	\$ 5.00
G5	Sprayed-on and/or troweled-on asbestos containing material, applied on smooth surface ceilings. Work to be completed below 18 feet.	Up to 160	SF	\$ 10.00
		160 to 1,500	SF	\$ 9.00
		1,500 to 3,000	SF	\$ 6.00
		3,000 +	SF	\$ 5.00
G6	Sprayed-on and/or troweled-on asbestos containing material, applied on smooth surface ceilings. Work to be completed above 18 feet.	Up to 160	SF	\$ 10.00
		160 to 1,500	SF	\$ 9.00
		1,500 to 3,000	SF	\$ 6.00
		3,000 +	SF	\$ 5.00
G7	Sprayed-on and/or troweled-on asbestos containing material, applied on fluted surface ceilings. Work to be completed below 18 feet.	Up to 160	SF	\$ 10.00
		160 to 1,500	SF	\$ 9.00
		1,500 to 3,000	SF	\$ 6.00
		3,000 +	SF	\$ 5.00
G8	Sprayed-on and/or troweled-on asbestos containing material, applied on fluted surface ceilings. Work to be completed above 18 feet.	Up to 160	SF	\$ 10.00
		160 to 1,500	SF	\$ 9.00
		1,500 to 3,000	SF	\$ 6.00
		3,000 +	SF	\$ 5.00

**SECTION H: CEILING TILES**

Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
H1	Asbestos containing 12" x 12" ceiling tiles.	Up to 10	SF	\$ 7.00
		10 to 50	SF	\$ 6.00
		50 to 160	SF	\$ 4.00
		160 to 1,500	SF	\$ 4.00
		1,500 +	SF	\$ 3.00
H2	Asbestos containing 12" x 12" ceiling tiles with asbestos containing glue pods.	Up to 10	SF	\$ 8.00
		10 to 50	SF	\$ 7.00
		50 to 160	SF	\$ 5.00
		160 to 1,500	SF	\$ 5.00
		1,500 +	SF	\$ 4.00
H3	Non-asbestos containing 12" x 12" ceiling tiles with asbestos containing glue pods.	Up to 10	SF	\$ 8.00
		10 to 50	SF	\$ 7.00
		50 to 160	SF	\$ 5.00
		160 to 1,500	SF	\$ 5.00
		1,500 +	SF	\$ 4.00
H4	Asbestos containing lay in ceiling panels ( 2' x 2', 2' x 4')	Up to 10	SF	\$ 5.00
		10 to 50	SF	\$ 4.00
		50 to 160	SF	\$ 4.00
		160 to 1,500	SF	\$ 3.00
		1,500 +	SF	\$ 3.00
H5	Ceiling panel grid and hanger removal.	Up to 10	LF	\$ 1.00
		10 to 50	LF	\$ 1.00
		50 to 160	LF	\$ 1.00
		160 to 1,500	LF	\$ 1.00
		1,500 +	LF	\$ 1.00
H6	Ceiling panel grid and hanger cleaning.	Up to 10	LF	\$ 1.00
		10 to 50	LF	\$ 1.00
		50 to 160	LF	\$ 1.00
		160 to 1,500	LF	\$ 1.00
		1,500 +	LF	\$ 1.00

**SECTION I: FLOORING**

Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
I1	Asbestos containing 9" x 9" or 12" x 12" floor tiles with asbestos containing mastic from wood substrate.	Up to 160	SF	\$ 2.00
		160 to 1,500	SF	\$ 1.50
		1500 to 3,000	SF	\$ 1.50
		3,000 +	SF	\$ 1.50
I2	Asbestos containing 9" x 9" or 12" x 12" floor tiles with non-asbestos containing mastic from wood substrate.	Up to 160	SF	\$ 2.00
		160 to 1,500	SF	\$ 1.50
		1500 to 3,000	SF	\$ 1.50
		3,000 +	SF	\$ 1.50
I3	Non-asbestos containing 9" x 9" or 12" x 12" floor tiles with asbestos containing mastic from wood substrate.	Up to 160	SF	\$ 2.00
		160 to 1,500	SF	\$ 1.50
		1500 to 3,000	SF	\$ 1.50
		3,000 +	SF	\$ 1.50
I4	Asbestos containing 9" x 9" or 12" x 12" floor tiles with asbestos containing mastic from concrete substrate.	Up to 160	SF	\$ 2.00
		160 to 1,500	SF	\$ 1.50
		1500 to 3,000	SF	\$ 1.50
		3,000 +	SF	\$ 1.50
I5	Asbestos containing 9" x 9" or 12" x 12" floor tiles with non-asbestos containing mastic from concrete substrate.	Up to 160	SF	\$ 2.00
		160 to 1,500	SF	\$ 1.50
		1500 to 3,000	SF	\$ 1.50
		3,000 +	SF	\$ 1.50
I6	Non-asbestos containing 9" x 9" or 12" x 12" floor tiles with asbestos containing mastic from concrete substrate.	Up to 160	SF	\$ 2.00
		160 to 1,500	SF	\$ 1.50
		1500 to 3,000	SF	\$ 1.50
		3,000 +	SF	\$ 1.50

**SECTION I: FLOORING continued**

Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
I7	Asbestos containing mastic only on wood floors.	Up to 160	SF	\$ 3.00
		160 to 1,500	SF	\$ 2.00
		1,501 +	SF	\$ 1.50
I8	Asbestos containing mastic only on concrete floors.	Up to 160	SF	\$ 2.50
		160 to 1,500	SF	\$ 1.50
		1,501 +	SF	\$ 1.00
I9	Asbestos containing sheet flooring with paper backing from wood substrate.	Up to 160	SF	\$ 4.00
		160 to 1,500	SF	\$ 3.00
		1500 to 3,000	SF	\$ 2.00
		3,000 +	SF	\$ 2.00
I10	Asbestos containing sheet flooring with paper backing from concrete substrate.	Up to 160	SF	\$ 4.00
		160 to 1,500	SF	\$ 3.00
		1500 to 3,000	SF	\$ 2.00
		3,000 +	SF	\$ 2.00
I11	Carpeting on floor tiles to be removed.	Up to 160	SF	\$ 1.00
		160 to 1,500	SF	\$ 0.50
		1500 to 3,000	SF	\$ 0.25
		3,000 +	SF	\$ 0.25

**SECTION J: BOILERS AND TANKS**

Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
J1	Asbestos containing materials on a boiler or tank.	Up to 50	SF	\$ 16.00
		50 to 160	SF	\$ 15.00
		160 to 1,500	SF	\$ 11.00
		1,500 to 3,000	SF	\$ 8.00
		3,000 to 5,000	SF	\$ 7.50
		5,000 +	SF	\$ 5.00
J2	Asbestos containing boiler breaching insulaion.	Up to 20	SF	\$ 16.00
		20 to 100	SF	\$ 15.00
		100 to 250	SF	\$ 11.00
		250 to 500	SF	\$ 8.00
		500 to 1,000	SF	\$ 7.50
		1,000 +	SF	\$ 5.00

**SECTION K: OTHER SERVICES**

Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
K1	Asbestos containing fire doors.	Up to 1	EA	\$ 55.00
		2 to 10	EA	\$ 45.00
		10 to 20	EA	\$ 40.00
		20 +	EA	\$ 35.00
K2	Asbestos containing HVAC gasket material	Up to 50	SF	\$ 10.00
		50 to 150	SF	\$ 7.00
		150 +	SF	\$ 5.00
K3	Asbestos containing fire brick.	Up to 10	SF	\$ 20.00
		10 to 50	SF	\$ 18.00
		50 to 100	SF	\$ 14.00
		100 to 300	SF	\$ 10.00
		300 to 500	SF	\$ 10.00
		500 to 1,000	SF	\$ 8.00
		1,000 to 3,000	SF	\$ 8.00
		3,000 +	SF	\$ 8.00

**SECTION K: OTHER SERVICES continued**

Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
K4	General asbestos containing debris cleanup using HEPA Vac and wet wipe method.	Up to 10	SF	\$ 2.00
		10 to 50	SF	\$ 1.75
		50 to 100	SF	\$ 1.50
		100 to 300	SF	\$ 1.00
		300 to 500	SF	\$ 1.00
		500 to 1,000	SF	\$ 1.00
		1,000 to 3,000	SF	\$ 1.00
		3,000 +	SF	\$ 1.00

**SECTION K: OTHER SERVICES continued**

Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
K5	Asbestos containing transite board/panels.	Up to 10	SF	\$ 6.00
		10 to 50	SF	\$ 6.00
		50 to 100	SF	\$ 5.00
		100 to 300	SF	\$ 5.00
		300 to 500	SF	\$ 4.00
		500 to 1,000	SF	\$ 2.00
		1,000 to 3,000	SF	\$ 1.75
		3,000 +	SF	\$ 1.75
K6	Asbestos containing slate laboratory tables, counters and backsplashes.	Up to 25	SF	\$ 7.00
		25 to 100	SF	\$ 5.00
		100 to 500	SF	\$ 5.00
		500 to 1,000	SF	\$ 5.00
		1,000 to 5,000	SF	\$ 5.00
		5,000 +	SF	\$ 5.00
K7	Asbestos containing sink undercoating.	Up to 25	SF	\$ 15.00
		25 to 50	SF	\$ 11.00
		50 to 100	SF	\$ 10.00
		100 to 500	SF	\$ 9.00
		500 +	SF	\$ 8.00
K8	Asbestos containing window glazing. Work to be completed at heights below 12 feet.	Up to 50	LF	\$ 12.00
		50 to 250	LF	\$ 7.00
		250 to 500	LF	\$ 5.00
		500 to 1,000	LF	\$ 4.00
		1,000+	LF	\$ 2.00
K9	Asbestos containing window glazing. Work to be completed at heights above 12 feet.	Up to 50	LF	\$ 12.00
		50 to 250	LF	\$ 7.00
		250 to 500	LF	\$ 5.00
		500 to 1,000	LF	\$ 4.00
		1,000+	LF	\$ 2.00
K10	Asbestos containing window caulk. Work to be completed at heights below 12 feet.	Up to 50	LF	\$ 12.00
		50 to 250	LF	\$ 7.00
		250 to 500	LF	\$ 5.00
		500 to 1,000	LF	\$ 4.00
		1,000+	LF	\$ 2.00
K11	Asbestos containing window caulk. Work to be completed at heights above 12 feet.	Up to 50	LF	\$ 12.00
		50 to 250	LF	\$ 7.00
		250 to 500	LF	\$ 5.00
		500 to 1,000	LF	\$ 4.00
		1,000+	LF	\$ 2.00
K12	Asbestos containing window caulk with asbestos containing window glazing. Work to be completed at heights below 12 feet.	Up to 50	LF	\$ 12.00
		50 to 250	LF	\$ 7.00
		250 to 500	LF	\$ 5.00
		500 to 1,000	LF	\$ 4.00
		1,000+	LF	\$ 2.00

**SECTION K: OTHER SERVICES continued**

Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
K13	Asbestos containing window caulk with asbestos containing window glazing. Work to be completed at heights above 12 feet.	Up to 50	LF	\$ 12.00
		50 to 250	LF	\$ 7.00
		250 to 500	LF	\$ 5.00
		500 to 1,000	LF	\$ 4.00
		1,000+	LF	\$ 2.00

**SECTION L: MANPOWER AND MOBILIZATION**

Subsection	Description	Unit	Abatement Unit Cost (Add/Deduct)	Reinstall and Label (Add/Deduct)
L1	Program / Project Manager	HR	\$90.00	\$90.00
L2	Supervisor	HR	\$70.00	\$75.00
L3	Asbestos Abatement Worker	HR	\$65.00	\$70.00
	<p>For each project, in addition of the costs of the abatement work, and labor, the Contractor will include cost to mobilize its forces, onto and off the site, for the once per project mobilization costs quoted below.</p> <p>The cost for mobilization will include all costs associated with project preparation, work plans (for projects requiring notifications), equipment and transportation (including mileage and travel time), as a pre-requisite to the start of actual abatement work.</p>		Mobilization	
L4	Mobilization / Zone 1	EA	\$1,200.00	
L5	Mobilization / Zone 2	EA	\$950.00	
L6	Mobilization / Zone 3	EA	\$950.00	
L7	Mobilization / Zone 4	EA	\$650.00	
L8	Mobilization / Zone 5	EA	\$650.00	
L9	Mobilization / Zone 6	EA	\$650.00	
L10	Mobilization / Zone 7	EA	\$500.00	
L11	Mobilization / Zone 8	EA	\$650.00	
L12	Mobilization / Zone 9	EA	\$650.00	
L13	Mobilization / Zone 10	EA	\$650.00	

## SCHEDULE B- PRICING WORKSHEET

MA Number 22000001202

### Statewide Abatement and Remediation Services- Asbestos, Lead Paint, and Mold

<b>LEAD ABATEMENT SERVICES</b>				
Prices quoted in Sections A through F are to include all costs associated with the work except for on-site labor, supervision and mobilization.				
<b>SECTION A: GENERAL CLEAN-UP</b>				
Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
A1	Clean up dust and debris containing lead with a HEPA filtered vacuum and wht wipe interior horizontal surfaces.	Up to 500	SF	\$ 2.00
		501 to 1,500	SF	\$ 1.50
		1501+	SF	\$ 1.25
<b>SECTION B: WALLS</b>				
Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
B1	Remove peeling, deteriorated lead containing paint and stabilize the surface- Drywall. Work to be completed at heights below 12 feet.	Up to 500	SF	\$ 2.00
		501 to 1,500	SF	\$ 1.50
		1501+	SF	\$ 1.00
B2	Remove peeling, deteriorated lead containing paint and stabilize the surface- Drywall. Work to be completed at heights above 12 feet.	Up to 500	SF	\$ 2.00
		501 to 1,500	SF	\$ 1.50
		1501+	SF	\$ 1.25
B3	Remove peeling, deteriorated lead containing paint and stabilize the surface- Plaster. Work to be completed at heights below 12 feet.	Up to 500	SF	\$ 2.00
		501 to 1,500	SF	\$ 1.50
		1501+	SF	\$ 1.00
B4	Remove peeling, deteriorated lead containing paint and stabilize the surface- Plaster. Work to be completed at heights above 12 feet.	Up to 500	SF	\$ 2.00
		501 to 1,500	SF	\$ 1.50
		1501+	SF	\$ 1.25
B5	Remove peeling, deteriorated lead containing paint and stabilize the surface- Concrete/ Brick/ Block. Work to be completed at heights below 12 feet.	Up to 500	SF	\$ 2.00
		501 to 1,500	SF	\$ 1.50
		1501+	SF	\$ 1.00
B6	Remove peeling, deteriorated lead containing paint and stabilize the surface- Concrete/ Brick/ Block. Work to be completed at heights above 12 feet.	Up to 500	SF	\$ 2.00
		501 to 1,500	SF	\$ 1.50
		1501+	SF	\$ 1.25
<b>SECTION C: CEILINGS</b>				
Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
C1	Remove peeling, deteriorated lead containing paint and stabilize the surface- Drywall. Work to be completed at heights below 12 feet.	Up to 500	SF	\$ 2.00
		501 to 1,500	SF	\$ 1.50
		1501+	SF	\$ 1.00
C2	Remove peeling, deteriorated lead containing paint and stabilize the surface- Drywall. Work to be completed at heights above 12 feet.	Up to 500	SF	\$ 2.00
		501 to 1,500	SF	\$ 1.50
		1501+	SF	\$ 1.00
C3	Remove peeling, deteriorated lead containing paint and stabilize the surface- Plaster. Work to be completed at heights below 12 feet.	Up to 500	SF	\$ 2.00
		501 to 1,500	SF	\$ 1.50
		1501+	SF	\$ 1.00
C4	Remove peeling, deteriorated lead containing paint and stabilize the surface- Plaster. Work to be completed at heights above 12 feet.	Up to 500	SF	\$ 2.00
		501 to 1,500	SF	\$ 1.50
		1501+	SF	\$ 1.00
C5	Remove peeling, deteriorated lead containing paint and stabilize the surface- Concrete. Work to be completed at heights below 12 feet.	Up to 500	SF	\$ 2.00
		501 to 1,500	SF	\$ 1.50
		1501+	SF	\$ 1.00
C6	Remove peeling, deteriorated lead containing paint and stabilize the surface- Concrete. Work to be completed at heights above 12 feet.	Up to 500	SF	\$ 2.00
		501 to 1,500	SF	\$ 1.50
		1501+	SF	\$ 1.00

**SECTION D: FLOORING**

Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
D1	Remove peeling, deteriorated lead containing paint and stabilize the surface- Concrete Floor.	Up to 500	SF	\$ 2.00
		501 to 1,500	SF	\$ 1.50
		1501+	SF	\$ 1.00
D2	Remove peeling, deteriorated lead containing paint and stabilize the surface- Resilient Floor covering.	Up to 500	SF	\$ 1.75
		501 to 1,500	SF	\$ 1.25
		1501+	SF	\$ 1.00
D3	Remove carpenting and pad contaminated with lead paint debris and dust.	Up to 500	SF	\$ 1.00
		501 to 1,500	SF	\$ 0.75
		1501+	SF	\$ 0.75

**SECTION E: INTERIOR COMPONENTS**

Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
E1	Remove peeling, deteriorated lead containing paint from interior components (trim, mouldings, etc.) and stabilize the surface	Up to 500	SF	\$ 4.75
		501 to 1,500	SF	\$ 3.75
		1501+	SF	\$ 3.25
E2	Remove peeling, deteriorated lead containing paint from door and window components and stabilize the surface	Up to 500	SF	\$ 4.75
		501 to 1,500	SF	\$ 3.75
		1501+	SF	\$ 3.25

**SECTION F: OTHER SERVICES**

Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
F1	Remove peeling, deteriorated lead containing paint from steel surfaces and stabilize surface. Work to be completed at heights below 12 feet.	Up to 500	SF	\$ 2.00
		501 to 1,500	SF	\$ 1.50
		1501+	SF	\$ 1.00
F2	Remove peeling, deteriorated lead containing paint from steel surfaces and stabilize surface. Work to be completed at heights above 12 feet.	Up to 500	SF	\$ 2.00
		501 to 1,500	SF	\$ 1.50
		1501+	SF	\$ 1.00
F3	Remove existing window and frames with lead containing paint- Wood	Per Window	EA	\$ 45.00
F4	Remove existing window and frames with lead containing paint- Wood	Per Window	EA	\$ 55.00
F5	Remove existing door and frame with lead containing paint- Wood	Per Door	EA	\$ 125.00
F6	Remove existing door and frame with lead containing paint- Steel	Per Door	EA	\$ 150.00

**SECTION G: LABOR AND MOBILIZATION**

Subsection	Description	Unit	Abatement Unit Cost (Add/Deduct)
G1	Program / Project Manager	HR	\$ 90.00
G2	Supervisor	HR	\$ 70.00
G3	Lead Abatement Worker	HR	\$ 65.00
	For each project, in addition to the costs of the abatement work, and labor, the Contractor will include cost to mobilize its forces, onto and off the site, for the once per project mobilization costs quoted below.  The cost for mobilization will include all costs associated with project preparation, work plans (for projects requiring notifications), equipment and transportation (including mileage and travel time), as a pre-requisite to the start of actual abatement work.		Mobilization
G4	Mobilization / Zone 1	EA	\$1,200.00
G5	Mobilization / Zone 2	EA	\$950.00
G6	Mobilization / Zone 3	EA	\$950.00

**SECTION G: LABOR AND MOBILIZATION continued**

Subsection	Description	Unit	Abatement Unit Cost (Add/Deduct)
G7	Mobilization / Zone 4	EA	\$650.00
G8	Mobilization / Zone 5	EA	\$650.00
G9	Mobilization / Zone 6	EA	\$650.00
G10	Mobilization / Zone 7	EA	\$500.00
G11	Mobilization / Zone 8	EA	\$650.00
G12	Mobilization / Zone 9	EA	\$650.00
G13	Mobilization / Zone 10	EA	\$650.00

## SCHEDULE B- PRICING WORKSHEET

MA Number 22000001202

### Statewide Abatement and Remediation Services- Asbestos, Lead Paint, and Mold

<b>MOLD REMEDIATION SERVICES</b>				
Prices quoted in Sections A through D are to include all costs associated with the work except for on-site labor, supervision and mobilization.				
<b>SECTION A: WALLS</b>				
Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
A1	Remove water damaged/mold impacted drywall utilizing negative pressure enclosure, clean, encapsulate studs behind wall- Wood.	Up to 100	SF	\$ 15.00
		10 to 500	SF	\$ 12.00
		500 to 1,500	SF	\$ 7.00
		1,500 +	SF	\$ 4.00
A2	Remove water damaged/mold impacted drywall utilizing negative pressure enclosure, clean, encapsulate studs behind wall- Metal.	Up to 100	SF	\$ 15.00
		10 to 500	SF	\$ 12.00
		500 to 1,500	SF	\$ 7.00
		1,500 +	SF	\$ 4.00
A3	Remove water damaged/mold impacted insulation utilizing negative pressure enclosure.	Up to 100	SF	\$ 14.00
		10 to 500	SF	\$ 10.00
		500 to 1,500	SF	\$ 6.00
		1,500 +	SF	\$ 4.00
A4	Remove water damaged/mold impacted plaster utilizing negative pressure enclosure, clean, encapsulate studs behind wall- Wood.	Up to 100	SF	\$ 14.00
		10 to 500	SF	\$ 12.00
		500 to 1,500	SF	\$ 7.00
		1,500 +	SF	\$ 5.00
A5	Remove water damaged/mold impacted plaster utilizing negative pressure enclosure, clean, encapsulate studs behind wall- Metal.	Up to 100	SF	\$ 14.00
		10 to 500	SF	\$ 12.00
		500 to 1,500	SF	\$ 7.00
		1,500 +	SF	\$ 5.00
A6	Clean and encapsulate mold impacted concrete/brick/block utilizing negative pressure enclosure.	Up to 100	SF	\$ 7.00
		10 to 500	SF	\$ 5.00
		500 to 1,500	SF	\$ 4.00
		1,500 +	SF	\$ 3.00
A7	Remove water damaged/mold impacted wood trim utilizing negative pressure enclosure.	Up to 50	LF	\$ 2.50
		50 to 200	LF	\$ 1.25
		200 +	LF	\$ 1.00
A8	Remove water damaged/mold impacted trim, other, utilizing negative pressure enclosure.	Up to 50	LF	\$ 2.50
		50 to 200	LF	\$ 1.25
		200 +	LF	\$ 1.00
<b>SECTION B: CEILINGS</b>				
Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
B1	Remove water damaged/mold impacted 12 x 12 ceiling tiles on concrete substrate, clean substrate utilizing negative pressure enclosure	Up to 100	SF	\$ 14.00
		10 to 500	SF	\$ 10.00
		500 to 1,500	SF	\$ 6.00
		1,500 +	SF	\$ 4.00
B2	Remove water damaged/mold impacted 12 x 12 ceiling tiles on drywall/plaster substrate, remove substrate utilizing negative pressure enclosure	Up to 100	SF	\$ 14.00
		10 to 500	SF	\$ 10.00
		500 to 1,500	SF	\$ 6.00
		1,500 +	SF	\$ 4.00
B3	Remove water damaged/ mold impacted ceiling pannels (2 x 2 or 2 x 4), clean grid utilizing negative pressure enclosure.	Up to 100	SF	\$ 8.00
		10 to 500	SF	\$ 6.50
		500 to 1,500	SF	\$ 4.50
		1,500 +	SF	\$ 3.00
B4	Clean and encapsulate mold impacted concreted ceilings utilizing negative pressure enclosure.	Up to 100	SF	\$ 7.00
		10 to 500	SF	\$ 5.00
		500 to 1,500	SF	\$ 4.00
		1,500 +	SF	\$ 3.00

**SECTION C: FLOORING**

Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
C1	Remove water damaged/mold impacted carpeting, utilizing negative pressure enclosure	Up to 100	SF	\$ 7.00
		10 to 500	SF	\$ 5.00
		500 to 1,500	SF	\$ 1.75
		1,500 +	SF	\$ 1.25
C2	Remove water damaged/mold impacted tiled flooring and, utilizing negative pressure enclosure	Up to 100	SF	\$ 8.50
		10 to 500	SF	\$ 5.50
		500 to 1,500	SF	\$ 1.75
		1,500 +	SF	\$ 1.25
C3	Remove water damaged/mold impacted linoleum flooring, utilizing negative pressure enclosure	Up to 100	SF	\$ 7.00
		10 to 500	SF	\$ 5.50
		500 to 1,500	SF	\$ 1.75
		1,500 +	SF	\$ 1.25
C4	Remove water damaged/mold impacted carpeting and padding, utilizing negative pressure enclosure	Up to 100	SF	\$ 7.00
		10 to 500	SF	\$ 4.00
		500 to 1,500	SF	\$ 2.00
		1,500 +	SF	\$ 1.25
C5	Remove water damaged/mold impacted wood flooring, utilizing negative pressure enclosure	Up to 100	SF	\$ 7.00
		10 to 500	SF	\$ 5.50
		500 to 1,500	SF	\$ 1.75
		1,500 +	SF	\$ 1.25
C7	Remove water damaged/mold impacted wood sub flooring, utilizing negative pressure enclosure.	Up to 100	SF	\$ 7.00
		10 to 500	SF	\$ 5.50
		500 to 1,500	SF	\$ 1.75
		1,500 +	SF	\$ 1.25

**SECTION D: OTHER SERVICES**

Subsection	Services	Quantity	Unit	Abatement Unit Cost (Add/Deduct)
D1	Decontaminate non-porouse surfaces utilizing HEPA filtered vacuum, wet wipe area and apply encapsulant utilizing negative pressure enclosure.	Up to 100	SF	\$ 7.00
		10 to 500	SF	\$ 3.75
		500 to 1,500	SF	\$ 2.00
		1,500 +	SF	\$ 1.25
D2	Remove bulk porous debris that is water damaged or mold impacted utilizing negative pressure enclosure.	Up to 100	CF	\$ 7.00
		10 to 500	CF	\$ 3.75
		500 to 1,500	CF	\$ 2.00
		1,500 +	CF	\$ 1.25

**SECTION E: MANPOWER AND MOBILIZATION**

Subsection	Description	Unit	Abatement Unit Cost (Add/Deduct)
E1	Program / Project Manager	HR	\$ 90.00
E2	Supervisor	HR	\$ 70.00
E3	Mold Remediation Worker	HR	\$ 65.00
	For each project, in addition of the costs of the abatement work, and labor, the Contractor will include cost to mobilize its forces, onto and off the site, for the once per project mobilization costs quoted below.  The cost for mobilization will include all costs associated with project preparation, work plans (for projects requiring notifications), equipment and transportation (including mileage and travel time), as a pre-requisite to the start of actual abatement work.		Mobilization
E4	Mobilization / Zone 1	EA	\$ 1,200.00
E5	Mobilization / Zone 2	EA	\$ 950.00
E6	Mobilization / Zone 3	EA	\$ 950.00
E7	Mobilization / Zone 4	EA	\$ 650.00
E8	Mobilization / Zone 5	EA	\$ 650.00
E9	Mobilization / Zone 6	EA	\$ 650.00
E10	Mobilization / Zone 7	EA	\$ 500.00
E11	Mobilization / Zone 8	EA	\$ 650.00
E12	Mobilization / Zone 9	EA	\$ 650.00
E13	Mobilization / Zone 10	EA	\$ 650.00

## **SCHEDULE C - INSURANCE REQUIREMENTS**

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### **Request For Proposal No. 220000001796**

#### **Statewide Abatement and Remediation Services- Asbestos, Lead, and Mold**

- 1. General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
- 2. Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- 3. Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- 4. Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
  - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
  - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
- 5. Proof of Insurance.**
  - a. Insurance certificates showing evidence of coverage as required herein must be submitted to [DTMB-RiskManagement@michigan.gov](mailto:DTMB-RiskManagement@michigan.gov) within 10 days of the contract execution date.
  - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
  - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
  - d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
  - e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
  - f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.
- 6. Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.

**7. Limits of Coverage & Specific Endorsements.**

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<b>Minimum Limits:</b> \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
<b>Automobile Liability Insurance</b>	
<b>Minimum Limits:</b> \$1,000,000 Per Accident	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>	
<b>Minimum Limits:</b> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<b>Minimum Limits:</b> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
<b>Environmental and Pollution Liability (Errors and Omissions)</b>	
<b>Minimum Limits:</b> \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate	Contractor’s policy must: (1) apply to the work being performed, including completed operations equal to or exceeding statute of repose; (2) not have exclusions or limitations related to Transportation (upset overturn, spills during loading or unloading, Hazardous Materials Handling, and Non Owned disposal site liability); and (3) be endorsed to add “the State of Michigan, its departments, division, agencies, offices, commissions, officers, employees, and agents” as additional insured.

**8. Non-Waiver.** This Schedule C is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.

By signing below, Contractor acknowledges the insurance requirements set forth in this Schedule C.

**State of Michigan, DTMB - Enterprise  
Risk Management (ERM)**

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized ERM Signature

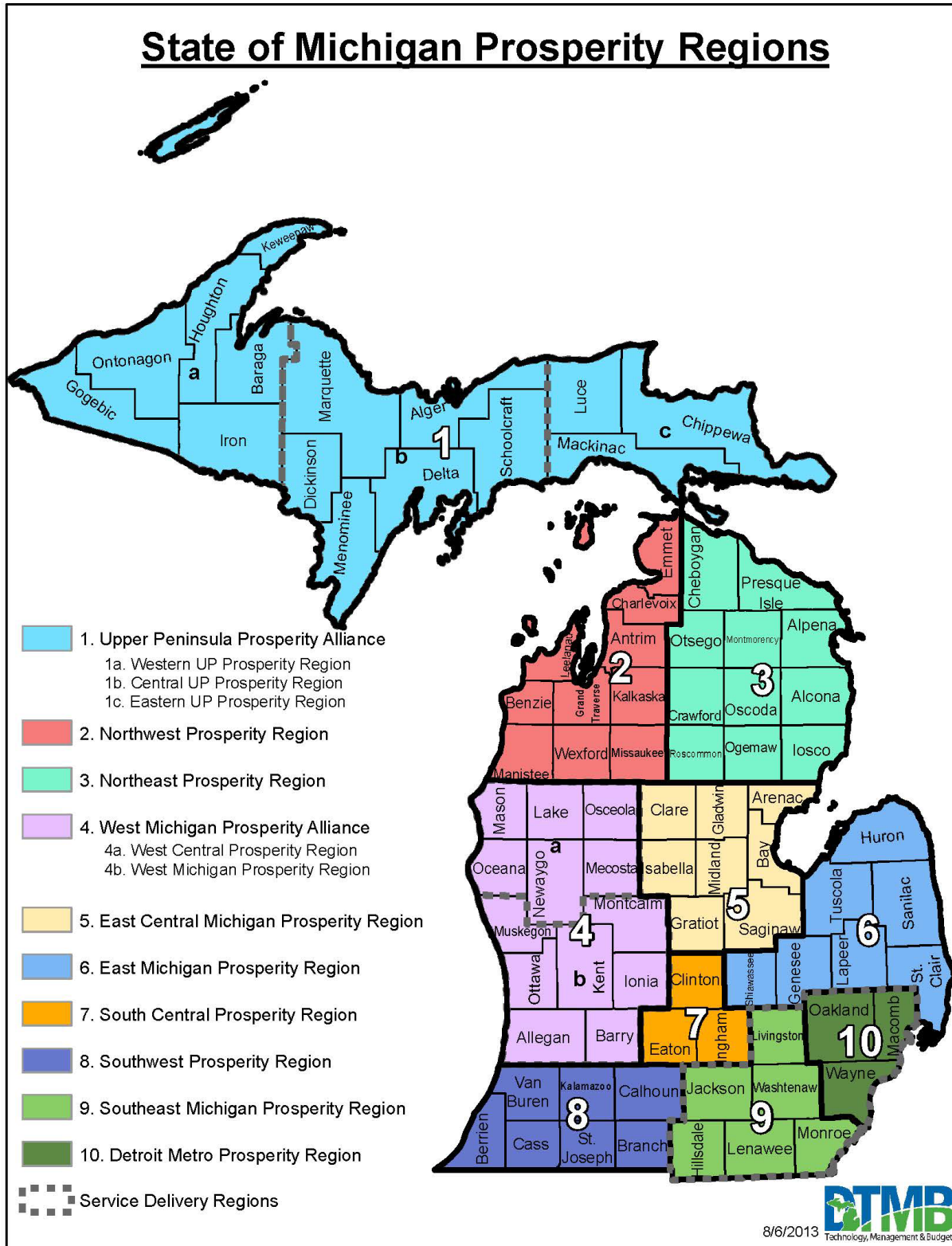
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Authorized ERM Agent (Print or Type)

\_\_\_\_\_  
Date

# Schedule D- Zone Map

MA #220000001202

Statewide Abatement and Remediation Services- Asbestos, Lead, and Mold



**MA# 22000001202 - SCHEDULE E**  
**PREA STANDARDS – FINAL**  
**Adult Prisons and Jails**

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**§ 115.5 General definitions.**

For purposes of this part, the term—

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

*Agency head* means the principal official of an agency.

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

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

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

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

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

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

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

*Facility head* means the principal official of a facility.

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

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

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

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

*Jail* means a confinement facility of a Federal, State, or local law enforcement agency whose primary use is to hold persons pending adjudication of criminal charges, persons committed to confinement after adjudication of criminal

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charges for sentences of one year or less, or persons adjudicated guilty who are awaiting transfer to a correctional facility.

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

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

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

*Lockup* means a facility that contains holding cells, cell blocks, or other secure enclosures that are:

- (1) Under the control of a law enforcement, court, or custodial officer; and
- (2) Primarily used for the temporary confinement of individuals who have recently been arrested, detained, or are being transferred to or from a court, jail, prison, or other agency.

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

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

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

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

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

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

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

*Staff* means employees.

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

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

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

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

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

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

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

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

**§ 115.6 Definitions related to sexual abuse.**

For purposes of this part, the term—

*Sexual abuse* includes—

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

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

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

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

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

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- (7) Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident, and
- (8) Voyeurism by a staff member, contractor, or volunteer.

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

*Sexual harassment* includes—

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

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<i>Prevention Planning</i> <i>§ 115.11 Zero tolerance of sexual abuse and sexual harassment; PREA coordinator.</i>
(a) An agency shall have a written policy mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the agency’s approach to preventing, detecting, and responding to such conduct.
(b) An agency shall employ or designate an upper-level, agency-wide PREA coordinator with sufficient time and authority to develop, implement, and oversee agency efforts to comply with the PREA standards in all of its facilities.
(c) Where an agency operates more than one facility, each facility shall designate a PREA compliance manager with sufficient time and authority to coordinate the facility’s efforts to comply with the PREA standards.
<i>Prevention Planning</i> <i>§ 115.12 Contracting with other entities for the confinement of inmates.</i>
(a) A public agency that contracts for the confinement of its inmates with private agencies or other entities, including other government agencies, shall include in any new contract or contract renewal the entity’s obligation to adopt and comply with the PREA standards.
(b) Any new contract or contract renewal shall provide for agency contract monitoring to ensure that the contractor is complying with the PREA standards.
<i>Prevention Planning</i> <i>§ 115.13 Supervision and monitoring.</i>
(a) The agency shall ensure that each facility it operates shall develop, document, and make its best efforts to comply on a regular basis with a staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect inmates against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, facilities shall take into consideration: (1) Generally accepted detention and correctional practices; (2) Any judicial findings of inadequacy; (3) Any findings of inadequacy from Federal investigative agencies; (4) Any findings of inadequacy from internal or external oversight bodies; (5) All components of the facility’s physical plant (including “blind-spots” or areas where staff or inmates may be isolated); (6) The composition of the inmate population; (7) The number and placement of supervisory staff; (8) Institution programs occurring on a particular shift; (9) Any applicable State or local laws, regulations, or standards; (10) The prevalence of substantiated and unsubstantiated incidents of sexual abuse; and (11) Any other relevant factors.
(b) In circumstances where the staffing plan is not complied with, the facility shall document and justify all deviations from the plan.
(c) Whenever necessary, but no less frequently than once each year, for each facility the agency operates, in consultation with the PREA coordinator required by § 115.11, the agency shall assess, determine, and document whether adjustments are needed to: (1) The staffing plan established pursuant to paragraph (a) of this section; (2) The facility’s deployment of video monitoring systems and other monitoring technologies; and (3) The resources the facility has available to commit to ensure adherence to the staffing plan.
(d) Each agency operating a facility shall implement a policy and practice of having intermediate-level or higher-level supervisors conduct and document unannounced rounds to identify and deter staff sexual abuse and sexual harassment. Such policy and practice shall be implemented for night shifts as well as day shifts. Each agency shall have a policy to prohibit staff from alerting other staff members that these supervisory rounds are occurring, unless such announcement is related to the legitimate operational functions of the facility.

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<i>Prevention Planning</i> <i>§ 115.14 Youthful inmates.</i>
(a) A youthful inmate shall not be placed in a housing unit in which the youthful inmate will have sight, sound, or physical contact with any adult inmate through use of a shared dayroom or other common space, shower area, or sleeping quarters.
(b) In areas outside of housing units, agencies shall either: (1) maintain sight and sound separation between youthful inmates and adult inmates, or (2) provide direct staff supervision when youthful inmates and adult inmates have sight, sound, or physical contact.
(c) Agencies shall make best efforts to avoid placing youthful inmates in isolation to comply with this provision. Absent exigent circumstances, agencies shall not deny youthful inmates daily large-muscle exercise and any legally required special education services to comply with this provision. Youthful inmates shall also have access to other programs and work opportunities to the extent possible.
<i>Prevention Planning</i> <i>§ 115.15 Limits to cross-gender viewing and searches.</i>
(a) The facility shall not conduct cross-gender strip searches or cross-gender visual body cavity searches (meaning a search of the anal or genital opening) except in exigent circumstances or when performed by medical practitioners.
(b) As of [INSERT DATE 3 YEARS PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER], or [INSERT DATE 5 YEARS PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER] for a facility whose rated capacity does not exceed 50 inmates, the facility shall not permit cross-gender pat-down searches of female inmates, absent exigent circumstances. Facilities shall not restrict female inmates' access to regularly available programming or other out-of-cell opportunities in order to comply with this provision.
(c) The facility shall document all cross-gender strip searches and cross-gender visual body cavity searches, and shall document all cross-gender pat-down searches of female inmates.
(d) The facility shall implement policies and procedures that enable inmates to shower, perform bodily functions, and change clothing without nonmedical staff of the opposite gender viewing their breasts, buttocks, or genitalia, except in exigent circumstances or when such viewing is incidental to routine cell checks. Such policies and procedures shall require staff of the opposite gender to announce their presence when entering an inmate housing unit.
(e) The facility shall not search or physically examine a transgender or intersex inmate for the sole purpose of determining the inmate's genital status. If the inmate's genital status is unknown, it may be determined during conversations with the inmate, by reviewing medical records, or, if necessary, by learning that information as part of a broader medical examination conducted in private by a medical practitioner.
(f) The agency shall train security staff in how to conduct cross-gender pat-down searches, and searches of transgender and intersex inmates, in a professional and respectful manner, and in the least intrusive manner possible, consistent with security needs.
<i>Prevention Planning</i> <i>§ 115.16 Inmates with disabilities and inmates who are limited English proficient.</i>
(a) The agency shall take appropriate steps to ensure that inmates with disabilities (including, for example, inmates who are deaf or hard of hearing, those who are blind or have low vision, or those who have intellectual, psychiatric, or speech disabilities), have an equal opportunity to participate in or benefit from all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment. Such steps shall include, when necessary to ensure effective communication with inmates who are deaf or hard of hearing, providing access to interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. In addition, the agency shall ensure that written materials are provided in formats or through methods that ensure effective communication with inmates with disabilities, including inmates who have intellectual disabilities, limited reading skills, or who are blind or have low vision. An agency is not required to take actions that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or

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<p>activity, or in undue financial and administrative burdens, as those terms are used in regulations promulgated under title II of the Americans With Disabilities Act, 28 CFR 35.164.</p>
<p>(b) The agency shall take reasonable steps to ensure meaningful access to all aspects of the agency’s efforts to prevent, detect, and respond to sexual abuse and sexual harassment to inmates who are limited English proficient, including steps to provide interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.</p>
<p>(c) The agency shall not rely on inmate interpreters, inmate readers, or other types of inmate assistants except in limited circumstances where an extended delay in obtaining an effective interpreter could compromise the inmate’s safety, the performance of first-response duties under § 115.64, or the investigation of the inmate’s allegations.</p>
<p><i>Prevention Planning</i>  § 115.17 <i>Hiring and promotion decisions.</i></p>
<p>(a) The agency shall not hire or promote anyone who may have contact with inmates, and shall not enlist the services of any contractor who may have contact with inmates, who—</p> <p>(1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);</p> <p>(2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or</p> <p>(3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (a)(2) of this section.</p>
<p>(b) The agency shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with inmates.</p>
<p>(c) Before hiring new employees who may have contact with inmates, the agency shall:</p> <p>(1) Perform a criminal background records check; and</p> <p>(2) Consistent with Federal, State, and local law, make its best efforts to contact all prior institutional employers for information on substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse.</p>
<p>(d) The agency shall also perform a criminal background records check before enlisting the services of any contractor who may have contact with inmates.</p>
<p>(e) The agency shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with inmates or have in place a system for otherwise capturing such information for current employees.</p>
<p>(f) The agency shall ask all applicants and employees who may have contact with inmates directly about previous misconduct described in paragraph (a) of this section in written applications or interviews for hiring or promotions and in any interviews or written self-evaluations conducted as part of reviews of current employees. The agency shall also impose upon employees a continuing affirmative duty to disclose any such misconduct.</p>
<p>(g) Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination.</p>
<p>(h) Unless prohibited by law, the agency shall provide information on substantiated allegations of sexual abuse or sexual harassment involving a former employee upon receiving a request from an institutional employer for whom such employee has applied to work.</p>
<p><i>Prevention Planning</i>  § 115.18 <i>Upgrades to facilities and technologies.</i></p>
<p>(a) When designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities, the agency shall consider the effect of the design, acquisition, expansion, or modification upon the agency’s ability to protect inmates from sexual abuse.</p>
<p>(b) When installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology, the agency shall consider how such technology may enhance the agency’s ability to protect inmates from sexual abuse.</p>
<p><i>Responsive Planning</i>  § 115.21 <i>Evidence protocol and forensic medical examinations.</i></p>

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<p>(a) To the extent the agency is responsible for investigating allegations of sexual abuse, the agency shall follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions.</p>
<p>(b) The protocol shall be developmentally appropriate for youth where applicable, and, as appropriate, shall be adapted from or otherwise based on the most recent edition of the U.S. Department of Justice’s Office on Violence Against Women publication, “A National Protocol for Sexual Assault Medical Forensic Examinations, Adults/Adolescents,” or similarly comprehensive and authoritative protocols developed after 2011.</p>
<p>(c) The agency shall offer all victims of sexual abuse access to forensic medical examinations, whether on-site or at an outside facility, without financial cost, where evidentiarily or medically appropriate. Such examinations shall be performed by Sexual Assault Forensic Examiners (SAFEs) or Sexual Assault Nurse Examiners (SANEs) where possible. If SAFEs or SANEs cannot be made available, the examination can be performed by other qualified medical practitioners. The agency shall document its efforts to provide SAFEs or SANEs.</p>
<p>(d) The agency shall attempt to make available to the victim a victim advocate from a rape crisis center. If a rape crisis center is not available to provide victim advocate services, the agency shall make available to provide these services a qualified staff member from a community-based organization, or a qualified agency staff member. Agencies shall document efforts to secure services from rape crisis centers. For the purpose of this standard, a rape crisis center refers to an entity that provides intervention and related assistance, such as the services specified in 42 U.S.C. 14043g(b)(2)(C), to victims of sexual assault of all ages. The agency may utilize a rape crisis center that is part of a governmental unit as long as the center is not part of the criminal justice system (such as a law enforcement agency) and offers a comparable level of confidentiality as a nongovernmental entity that provides similar victim services.</p>
<p>(e) As requested by the victim, the victim advocate, qualified agency staff member, or qualified community-based organization staff member shall accompany and support the victim through the forensic medical examination process and investigatory interviews and shall provide emotional support, crisis intervention, information, and referrals.</p>
<p>(f) To the extent the agency itself is not responsible for investigating allegations of sexual abuse, the agency shall request that the investigating agency follow the requirements of paragraphs (a) through (e) of this section.</p>
<p>(g) The requirements of paragraphs (a) through (f) of this section shall also apply to:</p> <p>(1) Any State entity outside of the agency that is responsible for investigating allegations of sexual abuse in prisons or jails; and</p> <p>(2) Any Department of Justice component that is responsible for investigating allegations of sexual abuse in prisons or jails.</p>
<p>(h) For the purposes of this section, a qualified agency staff member or a qualified community-based staff member shall be an individual who has been screened for appropriateness to serve in this role and has received education concerning sexual assault and forensic examination issues in general.</p>
<p><i>Responsive Planning</i></p> <p><i>§ 115.22 Policies to ensure referrals of allegations for investigations.</i></p>
<p>(a) The agency shall ensure that an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment.</p>
<p>(b) The agency shall have in place a policy to ensure that allegations of sexual abuse or sexual harassment are referred for investigation to an agency with the legal authority to conduct criminal investigations, unless the allegation does not involve potentially criminal behavior. The agency shall publish such policy on its website or, if it does not have one, make the policy available through other means. The agency shall document all such referrals.</p>
<p>(c) If a separate entity is responsible for conducting criminal investigations, such publication shall describe the responsibilities of both the agency and the investigating entity.</p>
<p>(d) Any State entity responsible for conducting administrative or criminal investigations of sexual abuse or sexual harassment in prisons or jails shall have in place a policy governing the conduct of such investigations.</p>
<p>(e) Any Department of Justice component responsible for conducting administrative or criminal investigations of sexual abuse or sexual harassment in prisons or jails shall have in place a policy governing the conduct of such investigations.</p>

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

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English proficient, deaf, visually impaired, or otherwise disabled, as well as to inmates who have limited reading skills.
(e) The agency shall maintain documentation of inmate participation in these education sessions.
(f) In addition to providing such education, the agency shall ensure that key information is continuously and readily available or visible to inmates through posters, inmate handbooks, or other written formats.
<i>Training and Education</i> § 115.34 <i>Specialized training: Investigations.</i>
(a) In addition to the general training provided to all employees pursuant to § 115.31, the agency shall ensure that, to the extent the agency itself conducts sexual abuse investigations, its investigators have received training in conducting such investigations in confinement settings.
(b) Specialized training shall include techniques for interviewing sexual abuse victims, proper use of Miranda and Garrity warnings, sexual abuse evidence collection in confinement settings, and the criteria and evidence required to substantiate a case for administrative action or prosecution referral.
(c) The agency shall maintain documentation that agency investigators have completed the required specialized training in conducting sexual abuse investigations.
(d) Any State entity or Department of Justice component that investigates sexual abuse in confinement settings shall provide such training to its agents and investigators who conduct such investigations.
<i>Training and Education</i> § 115.35 <i>Specialized training: Medical and mental health care.</i>
(a) The agency shall ensure that all full- and part-time medical and mental health care practitioners who work regularly in its facilities have been trained in:
<ol style="list-style-type: none"> <li>(1) How to detect and assess signs of sexual abuse and sexual harassment;</li> <li>(2) How to preserve physical evidence of sexual abuse;</li> <li>(3) How to respond effectively and professionally to victims of sexual abuse and sexual harassment; and</li> <li>(4) How and to whom to report allegations or suspicions of sexual abuse and sexual harassment.</li> </ol>
(b) If medical staff employed by the agency conduct forensic examinations, such medical staff shall receive the appropriate training to conduct such examinations.
(c) The agency shall maintain documentation that medical and mental health practitioners have received the training referenced in this standard either from the agency or elsewhere.
(d) Medical and mental health care practitioners shall also receive the training mandated for employees under § 115.31 or for contractors and volunteers under § 115.32, depending upon the practitioner's status at the agency.
<i>Screening for Risk of Sexual Victimization and Abusiveness</i> § 115.41 <i>Screening for risk of victimization and abusiveness.</i>
(a) All inmates shall be assessed during an intake screening and upon transfer to another facility for their risk of being sexually abused by other inmates or sexually abusive toward other inmates.
(b) Intake screening shall ordinarily take place within 72 hours of arrival at the facility.
(c) Such assessments shall be conducted using an objective screening instrument.
(d) The intake screening shall consider, at a minimum, the following criteria to assess inmates for risk of sexual victimization:
<ol style="list-style-type: none"> <li>(1) Whether the inmate has a mental, physical, or developmental disability;</li> <li>(2) The age of the inmate;</li> <li>(3) The physical build of the inmate;</li> <li>(4) Whether the inmate has previously been incarcerated;</li> <li>(5) Whether the inmate's criminal history is exclusively nonviolent;</li> <li>(6) Whether the inmate has prior convictions for sex offenses against an adult or child;</li> <li>(7) Whether the inmate is or is perceived to be gay, lesbian, bisexual, transgender, intersex, or gender nonconforming;</li> <li>(8) Whether the inmate has previously experienced sexual victimization;</li> <li>(9) The inmate's own perception of vulnerability; and</li> <li>(10) Whether the inmate is detained solely for civil immigration purposes.</li> </ol>

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<p>(e) The initial screening shall consider prior acts of sexual abuse, prior convictions for violent offenses, and history of prior institutional violence or sexual abuse, as known to the agency, in assessing inmates for risk of being sexually abusive.</p>
<p>(f) Within a set time period, not to exceed 30 days from the inmate’s arrival at the facility, the facility will reassess the inmate’s risk of victimization or abusiveness based upon any additional, relevant information received by the facility since the intake screening.</p>
<p>(g) An inmate’s risk level shall be reassessed when warranted due to a referral, request, incident of sexual abuse, or receipt of additional information that bears on the inmate’s risk of sexual victimization or abusiveness.</p>
<p>(h) Inmates may not be disciplined for refusing to answer, or for not disclosing complete information in response to, questions asked pursuant to paragraphs (d)(1), (d)(7), (d)(8), or (d)(9) of this section.</p>
<p>(i) The agency shall implement appropriate controls on the dissemination within the facility of responses to questions asked pursuant to this standard in order to ensure that sensitive information is not exploited to the inmate’s detriment by staff or other inmates.</p>
<p><i>Screening for Risk of Sexual Victimization and Abusiveness</i>  <i>§ 115.42 Use of screening information.</i></p>
<p>(a) The agency shall use information from the risk screening required by § 115.41 to inform housing, bed, work, education, and program assignments with the goal of keeping separate those inmates at high risk of being sexually victimized from those at high risk of being sexually abusive.</p>
<p>(b) The agency shall make individualized determinations about how to ensure the safety of each inmate.</p>
<p>(c) In deciding whether to assign a transgender or intersex inmate to a facility for male or female inmates, and in making other housing and programming assignments, the agency shall consider on a case-by-case basis whether a placement would ensure the inmate’s health and safety, and whether the placement would present management or security problems.</p>
<p>(d) Placement and programming assignments for each transgender or intersex inmate shall be reassessed at least twice each year to review any threats to safety experienced by the inmate.</p>
<p>(e) A transgender or intersex inmate’s own views with respect to his or her own safety shall be given serious consideration.</p>
<p>(f) Transgender and intersex inmates shall be given the opportunity to shower separately from other inmates.</p>
<p>(g) The agency shall not place lesbian, gay, bisexual, transgender, or intersex inmates in dedicated facilities, units, or wings solely on the basis of such identification or status, unless such placement is in a dedicated facility, unit, or wing established in connection with a consent decree, legal settlement, or legal judgment for the purpose of protecting such inmates.</p>
<p><i>Screening for Risk of Sexual Victimization and Abusiveness</i>  <i>§ 115.43 Protective custody.</i></p>
<p>(a) Inmates at high risk for sexual victimization shall not be placed in involuntary segregated housing unless an assessment of all available alternatives has been made, and a determination has been made that there is no available alternative means of separation from likely abusers. If a facility cannot conduct such an assessment immediately, the facility may hold the inmate in involuntary segregated housing for less than 24 hours while completing the assessment.</p>
<p>(b) Inmates placed in segregated housing for this purpose shall have access to programs, privileges, education, and work opportunities to the extent possible. If the facility restricts access to programs, privileges, education, or work opportunities, the facility shall document:</p> <ol style="list-style-type: none"> <li>(1) The opportunities that have been limited;</li> <li>(2) The duration of the limitation; and</li> <li>(3) The reasons for such limitations.</li> </ol>
<p>(c) The facility shall assign such inmates to involuntary segregated housing only until an alternative means of separation from likely abusers can be arranged, and such an assignment shall not ordinarily exceed a period of 30 days.</p>
<p>(d) If an involuntary segregated housing assignment is made pursuant to paragraph (a) of this section, the facility shall clearly document:</p>

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| (1) The basis for the facility's concern for the inmate's safety; and  |
| (2) The reason why no alternative means of separation can be arranged.   |
| (e) Every 30 days, the facility shall afford each such inmate a review to determine whether there is a continuing need for separation from the general population. |

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<i>Reporting</i> <i>§ 115.51 Inmate reporting.</i>
(a) The agency shall provide multiple internal ways for inmates to privately report sexual abuse and sexual harassment, retaliation by other inmates or staff for reporting sexual abuse and sexual harassment, and staff neglect or violation of responsibilities that may have contributed to such incidents.
(b) The agency shall also provide at least one way for inmates to report abuse or harassment to a public or private entity or office that is not part of the agency, and that is able to receive and immediately forward inmate reports of sexual abuse and sexual harassment to agency officials, allowing the inmate to remain anonymous upon request. Inmates detained solely for civil immigration purposes shall be provided information on how to contact relevant consular officials and relevant officials at the Department of Homeland Security.
(c) Staff shall accept reports made verbally, in writing, anonymously, and from third parties and shall promptly document any verbal reports.
(d) The agency shall provide a method for staff to privately report sexual abuse and sexual harassment of inmates.
<i>Reporting</i> <i>§ 115.52 Exhaustion of administrative remedies.</i>
(a) An agency shall be exempt from this standard if it does not have administrative procedures to address inmate grievances regarding sexual abuse.
(b)(1) The agency shall not impose a time limit on when an inmate may submit a grievance regarding an allegation of sexual abuse. (2) The agency may apply otherwise-applicable time limits to any portion of a grievance that does not allege an incident of sexual abuse. (3) The agency shall not require an inmate to use any informal grievance process, or to otherwise attempt to resolve with staff, an alleged incident of sexual abuse. (4) Nothing in this section shall restrict the agency’s ability to defend against an inmate lawsuit on the ground that the applicable statute of limitations has expired.
(c) The agency shall ensure that— (1) An inmate who alleges sexual abuse may submit a grievance without submitting it to a staff member who is the subject of the complaint, and (2) Such grievance is not referred to a staff member who is the subject of the complaint.
(d)(1) The agency shall issue a final agency decision on the merits of any portion of a grievance alleging sexual abuse within 90 days of the initial filing of the grievance. (2) Computation of the 90-day time period shall not include time consumed by inmates in preparing any administrative appeal. (3) The agency may claim an extension of time to respond, of up to 70 days, if the normal time period for response is insufficient to make an appropriate decision. The agency shall notify the inmate in writing of any such extension and provide a date by which a decision will be made. (4) At any level of the administrative process, including the final level, if the inmate does not receive a response within the time allotted for reply, including any properly noticed extension, the inmate may consider the absence of a response to be a denial at that level.
(e)(1) Third parties, including fellow inmates, staff members, family members, attorneys, and outside advocates, shall be permitted to assist inmates in filing requests for administrative remedies relating to allegations of sexual abuse, and shall also be permitted to file such requests on behalf of inmates. (2) If a third party files such a request on behalf of an inmate, the facility may require as a condition of processing the request that the alleged victim agree to have the request filed on his or her behalf, and may also require the alleged victim to personally pursue any subsequent steps in the administrative remedy process. (3) If the inmate declines to have the request processed on his or her behalf, the agency shall document the inmate’s decision.
(f)(1) The agency shall establish procedures for the filing of an emergency grievance alleging that an inmate is subject to a substantial risk of imminent sexual abuse.

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(2) After receiving an emergency grievance alleging an inmate is subject to a substantial risk of imminent sexual abuse, the agency shall immediately forward the grievance (or any portion thereof that alleges the substantial risk of imminent sexual abuse) to a level of review at which immediate corrective action may be taken, shall provide an initial response within 48 hours, and shall issue a final agency decision within 5 calendar days. The initial response and final agency decision shall document the agency’s determination whether the inmate is in substantial risk of imminent sexual abuse and the action taken in response to the emergency grievance.

(g) The agency may discipline an inmate for filing a grievance related to alleged sexual abuse only where the agency demonstrates that the inmate filed the grievance in bad faith.

*Reporting*  
*§ 115.53 Inmate access to outside confidential support services.*

(a) The facility shall provide inmates with access to outside victim advocates for emotional support services related to sexual abuse by giving inmates mailing addresses and telephone numbers, including toll-free hotline numbers where available, of local, State, or national victim advocacy or rape crisis organizations, and, for persons detained solely for civil immigration purposes, immigrant services agencies. The facility shall enable reasonable communication between inmates and these organizations and agencies, in as confidential a manner as possible.

(b) The facility shall inform inmates, prior to giving them access, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.

(c) The agency shall maintain or attempt to enter into memoranda of understanding or other agreements with community service providers that are able to provide inmates with confidential emotional support services related to sexual abuse. The agency shall maintain copies of agreements or documentation showing attempts to enter into such agreements.

*Reporting*  
*§ 115.54 Third-party reporting.*

The agency shall establish a method to receive third-party reports of sexual abuse and sexual harassment and shall distribute publicly information on how to report sexual abuse and sexual harassment on behalf of an inmate.

*Official Response Following an Inmate Report*  
*§ 115.61 Staff and agency reporting duties.*

(a) The agency shall require all staff to report immediately and according to agency policy any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment that occurred in a facility, whether or not it is part of the agency; retaliation against inmates or staff who reported such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation.

(b) Apart from reporting to designated supervisors or officials, staff shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary, as specified in agency policy, to make treatment, investigation, and other security and management decisions.

(c) Unless otherwise precluded by Federal, State, or local law, medical and mental health practitioners shall be required to report sexual abuse pursuant to paragraph (a) of this section and to inform inmates of the practitioner’s duty to report, and the limitations of confidentiality, at the initiation of services.

(d) If the alleged victim is under the age of 18 or considered a vulnerable adult under a State or local vulnerable persons statute, the agency shall report the allegation to the designated State or local services agency under applicable mandatory reporting laws.

(e) The facility shall report all allegations of sexual abuse and sexual harassment, including third-party and anonymous reports, to the facility’s designated investigators.

*Official Response Following an Inmate Report*  
*§ 115.62 Agency protection duties.*

When an agency learns that an inmate is subject to a substantial risk of imminent sexual abuse, it shall take immediate action to protect the inmate.

*Official Response Following an Inmate Report*  
*§ 115.63 Reporting to other confinement facilities.*

(a) Upon receiving an allegation that an inmate was sexually abused while confined at another facility, the head of

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<p>the facility that received the allegation shall notify the head of the facility or appropriate office of the agency where the alleged abuse occurred.</p>
<p>(b) Such notification shall be provided as soon as possible, but no later than 72 hours after receiving the allegation.</p>
<p>(c) The agency shall document that it has provided such notification.</p>
<p>(d) The facility head or agency office that receives such notification shall ensure that the allegation is investigated in accordance with these standards.</p>
<p><i>Official Response Following an Inmate Report</i>  <i>§ 115.64 Staff first responder duties.</i></p>
<p>(a) Upon learning of an allegation that an inmate was sexually abused, the first security staff member to respond to the report shall be required to:</p> <ol style="list-style-type: none"> <li>(1) Separate the alleged victim and abuser;</li> <li>(2) Preserve and protect any crime scene until appropriate steps can be taken to collect any evidence;</li> <li>(3) If the abuse occurred within a time period that still allows for the collection of physical evidence, request that the alleged victim not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating; and</li> <li>(4) If the abuse occurred within a time period that still allows for the collection of physical evidence, ensure that the alleged abuser does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating.</li> </ol>
<p>(b) If the first staff responder is not a security staff member, the responder shall be required to request that the alleged victim not take any actions that could destroy physical evidence, and then notify security staff.</p>
<p><i>Official Response Following an Inmate Report</i>  <i>§ 115.65 Coordinated response.</i></p>
<p>The facility shall develop a written institutional plan to coordinate actions taken in response to an incident of sexual abuse, among staff first responders, medical and mental health practitioners, investigators, and facility leadership.</p>
<p><i>Official Response Following an Inmate Report</i>  <i>§ 115.66 Preservation of ability to protect inmates from contact with abusers.</i></p>
<p>(a) Neither the agency nor any other governmental entity responsible for collective bargaining on the agency’s behalf shall enter into or renew any collective bargaining agreement or other agreement that limits the agency’s ability to remove alleged staff sexual abusers from contact with any inmates pending the outcome of an investigation or of a determination of whether and to what extent discipline is warranted.</p>
<p>(b) Nothing in this standard shall restrict the entering into or renewal of agreements that govern:</p> <ol style="list-style-type: none"> <li>(1) The conduct of the disciplinary process, as long as such agreements are not inconsistent with the provisions of §§ 115.72 and 115.76; or</li> <li>(2) Whether a no-contact assignment that is imposed pending the outcome of an investigation shall be expunged from or retained in the staff member’s personnel file following a determination that the allegation of sexual abuse is not substantiated.</li> </ol>
<p><i>Official Response Following an Inmate Report</i>  <i>§ 115.67 Agency protection against retaliation.</i></p>
<p>(a) The agency shall establish a policy to protect all inmates and staff who report sexual abuse or sexual harassment or cooperate with sexual abuse or sexual harassment investigations from retaliation by other inmates or staff, and shall designate which staff members or departments are charged with monitoring retaliation.</p>
<p>(b) The agency shall employ multiple protection measures, such as housing changes or transfers for inmate victims or abusers, removal of alleged staff or inmate abusers from contact with victims, and emotional support services for inmates or staff who fear retaliation for reporting sexual abuse or sexual harassment or for cooperating with investigations.</p>
<p>(c) For at least 90 days following a report of sexual abuse, the agency shall monitor the conduct and treatment of inmates or staff who reported the sexual abuse and of inmates who were reported to have suffered sexual abuse to see if there are changes that may suggest possible retaliation by inmates or staff, and shall act promptly to remedy any such retaliation. Items the agency should monitor include any inmate disciplinary reports, housing, or program changes, or negative performance reviews or reassignments of staff. The agency shall continue such monitoring</p>

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beyond 90 days if the initial monitoring indicates a continuing need.
(d) In the case of inmates, such monitoring shall also include periodic status checks.
(e) If any other individual who cooperates with an investigation expresses a fear of retaliation, the agency shall take appropriate measures to protect that individual against retaliation.
(f) An agency’s obligation to monitor shall terminate if the agency determines that the allegation is unfounded.
<i>Official Response Following an Inmate Report</i> § 115.68 <i>Post-allegation protective custody.</i>
Any use of segregated housing to protect an inmate who is alleged to have suffered sexual abuse shall be subject to the requirements of § 115.43.
<i>Investigations</i> § 115.71 <i>Criminal and administrative agency investigations.</i>
(a) When the agency conducts its own investigations into allegations of sexual abuse and sexual harassment, it shall do so promptly, thoroughly, and objectively for all allegations, including third-party and anonymous reports.
(b) Where sexual abuse is alleged, the agency shall use investigators who have received special training in sexual abuse investigations pursuant to § 115.34.
(c) Investigators shall gather and preserve direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data; shall interview alleged victims, suspected perpetrators, and witnesses; and shall review prior complaints and reports of sexual abuse involving the suspected perpetrator.
(d) When the quality of evidence appears to support criminal prosecution, the agency shall conduct compelled interviews only after consulting with prosecutors as to whether compelled interviews may be an obstacle for subsequent criminal prosecution.
(e) The credibility of an alleged victim, suspect, or witness shall be assessed on an individual basis and shall not be determined by the person’s status as inmate or staff. No agency shall require an inmate who alleges sexual abuse to submit to a polygraph examination or other truth-telling device as a condition for proceeding with the investigation of such an allegation.
(f) Administrative investigations: (1) Shall include an effort to determine whether staff actions or failures to act contributed to the abuse; and (2) Shall be documented in written reports that include a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings.
(g) Criminal investigations shall be documented in a written report that contains a thorough description of physical, testimonial, and documentary evidence and attaches copies of all documentary evidence where feasible.
(h) Substantiated allegations of conduct that appears to be criminal shall be referred for prosecution.
(i) The agency shall retain all written reports referenced in paragraphs (f) and (g) of this section for as long as the alleged abuser is incarcerated or employed by the agency, plus five years.
(j) The departure of the alleged abuser or victim from the employment or control of the facility or agency shall not provide a basis for terminating an investigation.
(k) Any State entity or Department of Justice component that conducts such investigations shall do so pursuant to the above requirements.
(l) When outside agencies investigate sexual abuse, the facility shall cooperate with outside investigators and shall endeavor to remain informed about the progress of the investigation.
<i>Investigations</i> § 115.72 <i>Evidentiary standard for administrative investigations.</i>
The agency shall impose no standard higher than a preponderance of the evidence in determining whether allegations of sexual abuse or sexual harassment are substantiated.
<i>Investigations</i> § 115.73 <i>Reporting to inmates.</i>
(a) Following an investigation into an inmate’s allegation that he or she suffered sexual abuse in an agency facility, the agency shall inform the inmate as to whether the allegation has been determined to be substantiated, unsubstantiated, or unfounded.

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(b) If the agency did not conduct the investigation, it shall request the relevant information from the investigative agency in order to inform the inmate.
(c) Following an inmate’s allegation that a staff member has committed sexual abuse against the inmate, the agency shall subsequently inform the inmate (unless the agency has determined that the allegation is unfounded) whenever: (1) The staff member is no longer posted within the inmate’s unit; (2) The staff member is no longer employed at the facility; (3) The agency learns that the staff member has been indicted on a charge related to sexual abuse within the facility; or (4) The agency learns that the staff member has been convicted on a charge related to sexual abuse within the facility.
(d) Following an inmate’s allegation that he or she has been sexually abused by another inmate, the agency shall subsequently inform the alleged victim whenever: (1) The agency learns that the alleged abuser has been indicted on a charge related to sexual abuse within the facility; or (2) The agency learns that the alleged abuser has been convicted on a charge related to sexual abuse within the facility.
(e) All such notifications or attempted notifications shall be documented.
(f) An agency’s obligation to report under this standard shall terminate if the inmate is released from the agency’s custody.
<i>Discipline</i> § 115.76 <i>Disciplinary sanctions for staff.</i>
(a) Staff shall be subject to disciplinary sanctions up to and including termination for violating agency sexual abuse or sexual harassment policies.
(b) Termination shall be the presumptive disciplinary sanction for staff who have engaged in sexual abuse.
(c) Disciplinary sanctions for violations of agency policies relating to sexual abuse or sexual harassment (other than actually engaging in sexual abuse) shall be commensurate with the nature and circumstances of the acts committed, the staff member’s disciplinary history, and the sanctions imposed for comparable offenses by other staff with similar histories.
(d) All terminations for violations of agency sexual abuse or sexual harassment policies, or resignations by staff who would have been terminated if not for their resignation, shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to any relevant licensing bodies.
<i>Discipline</i> § 115.77 <i>Corrective action for contractors and volunteers.</i>
(a) Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with inmates and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
(b) The facility shall take appropriate remedial measures, and shall consider whether to prohibit further contact with inmates, in the case of any other violation of agency sexual abuse or sexual harassment policies by a contractor or volunteer.
<i>Discipline</i> § 115.78 <i>Disciplinary sanctions for inmates.</i>
(a) Inmates shall be subject to disciplinary sanctions pursuant to a formal disciplinary process following an administrative finding that the inmate engaged in inmate-on-inmate sexual abuse or following a criminal finding of guilt for inmate-on-inmate sexual abuse.
(b) Sanctions shall be commensurate with the nature and circumstances of the abuse committed, the inmate’s disciplinary history, and the sanctions imposed for comparable offenses by other inmates with similar histories.
(c) The disciplinary process shall consider whether an inmate’s mental disabilities or mental illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.
(d) If the facility offers therapy, counseling, or other interventions designed to address and correct underlying reasons or motivations for the abuse, the facility shall consider whether to require the offending inmate to

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

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

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

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Watchtour) that may be relevant to the provisions being audited.
(m) The auditor shall be permitted to conduct private interviews with inmates, residents, and detainees.
(n) Inmates, residents, and detainees shall be permitted to send confidential information or correspondence to the auditor in the same manner as if they were communicating with legal counsel.
(o) Auditors shall attempt to communicate with community-based or victim advocates who may have insight into relevant conditions in the facility.

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<i>Auditing and Corrective Action</i> <i>§ 115.402 Auditor qualifications.</i>
(a) An audit shall be conducted by: (1) A member of a correctional monitoring body that is not part of, or under the authority of, the agency (but may be part of, or authorized by, the relevant State or local government); (2) A member of an auditing entity such as an inspector general’s or ombudsperson’s office that is external to the agency; or (3) Other outside individuals with relevant experience.
(b) All auditors shall be certified by the Department of Justice. The Department of Justice shall develop and issue procedures regarding the certification process, which shall include training requirements.
(c) No audit may be conducted by an auditor who has received financial compensation from the agency being audited (except for compensation received for conducting prior PREA audits) within the three years prior to the agency’s retention of the auditor.
(d) The agency shall not employ, contract with, or otherwise financially compensate the auditor for three years subsequent to the agency’s retention of the auditor, with the exception of contracting for subsequent PREA audits.
<i>Auditing and Corrective Action</i> <i>§ 115.403 Audit contents and findings.</i>
(a) Each audit shall include a certification by the auditor that no conflict of interest exists with respect to his or her ability to conduct an audit of the agency under review.
(b) Audit reports shall state whether agency-wide policies and procedures comply with relevant PREA standards.
(c) For each PREA standard, the auditor shall determine whether the audited facility reaches one of the following findings: Exceeds Standard (substantially exceeds requirement of standard); Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period); Does Not Meet Standard (requires corrective action). The audit summary shall indicate, among other things, the number of provisions the facility has achieved at each grade level.
(d) Audit reports shall describe the methodology, sampling sizes, and basis for the auditor’s conclusions with regard to each standard provision for each audited facility, and shall include recommendations for any required corrective action.
(e) Auditors shall redact any personally identifiable inmate or staff information from their reports, but shall provide such information to the agency upon request, and may provide such information to the Department of Justice.
(f) The agency shall ensure that the auditor’s final report is published on the agency’s website if it has one, or is otherwise made readily available to the public.
<i>Auditing and Corrective Action</i> <i>§ 115.404 Audit corrective action plan.</i>
(a) A finding of “Does Not Meet Standard” with one or more standards shall trigger a 180-day corrective action period.
(b) The auditor and the agency shall jointly develop a corrective action plan to achieve compliance.
(c) The auditor shall take necessary and appropriate steps to verify implementation of the corrective action plan, such as reviewing updated policies and procedures or re-inspecting portions of a facility.
(d) After the 180-day corrective action period ends, the auditor shall issue a final determination as to whether the facility has achieved compliance with those standards requiring corrective action.
(e) If the agency does not achieve compliance with each standard, it may (at its discretion and cost) request a subsequent audit once it believes that it has achieved compliance.
<i>Auditing and Corrective Action</i> <i>§ 115.405 Audit appeals.</i>
(a) An agency may lodge an appeal with the Department of Justice regarding any specific audit finding that it believes to be incorrect. Such appeal must be lodged within 90 days of the auditor’s final determination.
(b) If the Department determines that the agency has stated good cause for a re-evaluation, the agency may

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commission a re-audit by an auditor mutually agreed upon by the Department and the agency. The agency shall bear the costs of this re-audit.

(c) The findings of the re-audit shall be considered final.

*State Compliance*

*§ 115.501 State determination and certification of full compliance.*

(a) In determining pursuant to 42 U.S.C. 15607(c)(2) whether the State is in full compliance with the PREA standards, the Governor shall consider the results of the most recent agency audits.

(b) The Governor's certification shall apply to all facilities in the State under the operational control of the State's executive branch, including facilities operated by private entities on behalf of the State's executive branch.

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SCHEDULE F**



# **PROGRAM A**

## **CORRECTIONAL FACILITIES ADMINISTRATION (CFA)**

### **SECURITY REGULATIONS**

August 2014

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

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

**Date Originally Developed** - December 1998

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

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

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

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

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

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

# **Overview of the Michigan Department of Corrections**

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

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

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

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

### **THE STRUCTURE**

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

The Departments structure and direction for operations is provided through:

Administrative Rules, which interpret the laws for State Agencies.

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

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

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

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

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

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

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

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

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

# **Approval Prior to Entering A Correctional Facility**

## **APPROVAL PRIOR TO ENTERING A CORRECTIONAL FACILITY**

Regardless of the purpose for entering a correctional facility, entry is only allowed when explicit approval has been given by the facility head. Paperwork should be filled out prior to coming on site.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Personal cellular telephones and pagers are prohibited.

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

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

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

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

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

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

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

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

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

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

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

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

# **Vehicles on CFA Facility Property**

## **VEHICLES ON CFA FACILITY PROPERTY**

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

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

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

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

All vehicles must be properly secured.

No keys left inside or outside of the vehicle.

Lockable doors and compartments.

Securable windows.

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

No unauthorized items are to be stored in the vehicle.

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

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

Vehicles are subject to search as follows:

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

# **Tools and Equipment**

## **TOOLS AND EQUIPMENT**

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

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

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

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

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

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

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

The Department has a specific policy for tool control which categorizes tools into two categories, critical and dangerous tools. Tools must be used, accounted for, secured, and stored in accordance with PD 4.4.120 Tool Control.

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

Critical tools are as follows: Metal cutting tools, including hacksaws, metal cutting blades, chisels, files, bolt cutters, and pipe cutters. Powered hand tools, drills and drill bits. Portable jacks and hoists. Wrenches 14" in length or longer. Acetylene torches, cutting tips, gauges, torch parts, arc welders, plasma cutting equipment. Grinders, emery wheels and abrasive discs. Tubing, pipe and conduit benders. Utility and carpet knives. Explosively driven tools (e.g., ramset guns) and

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

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

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

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

OSHA/MIOSHA standards must be maintained.

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

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

# **Entrance Into and Exit Out of the CFA Facility**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# **Personal Protection Devices (PPD)**

## **PERSONAL PROTECTION DEVICES (PPD)**

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

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

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

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

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

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

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

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

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

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

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

Injury or illness,

Assault by a prisoner,

Becoming disoriented inside of the facility.

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

# **When Authorized Items Become Contraband**

## **WHEN AUTHORIZED ITEMS BECOME CONTRABAND**

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

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

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

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

Pick up all nails, screws, wires.

Clean up any broken glass.

Remove and discard binding straps.

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

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

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

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

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

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

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

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

- (1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- (2) Contact between the mouth and the penis, vulva, or anus;

(3) Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

(4) Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

(5) Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

(6) Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs (1) through (5) of this section;

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

## **Sexual Harassment**

Verbal comments or gestures of a sexual nature to a prisoner by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

## **Reporting Requirements**

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

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

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

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

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

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

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

Remember:

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

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

### **Overfamiliarity or Unauthorized Contact**

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

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

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

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

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

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

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

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

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

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

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

Giving or receiving messages, pictures or goods.

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

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

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

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

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

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

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

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

DO stay with your escorting staff member.

DO dress appropriately for your job:

- Clean shirt and pants
- Under garments worn
- Clothing which is loose fitting
- Clothing which does not expose

DO consider where you are working.

DO ask questions about everything.

DO report everything unusual or questionable.

DO refer visitors to staff if they ask questions.

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

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

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

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

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

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

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

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

**Don't** enter any area of the prison without staff permission or escort.

**Don't** forget you may be searched at any time entering, exiting or while you are inside the prison.

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

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

**Don't** leave your vehicle unsecured (unlocked) on prison property.

**Don't** attempt to enter or exit the prison at any place other than where you are instructed to do so by staff.

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

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

# Emergencies

## **EMERGENCIES**

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

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

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

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

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

# Work Site Protocols

## **WORKSITE PROTOCOLS**

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

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

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

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

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

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

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

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

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

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

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

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

Revoking permissions.

Adjusting authorities.

Alter working hours and days.

All items and personnel that are allowed inside.

Tours are not allowed without explicit authorization.

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

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

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

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

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

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

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

## Health and Safety requirements.

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

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

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

# Conclusion

## **CONCLUSION**

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

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

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

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

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

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

**ACKNOWLEDGMENT**

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

---

Print Employee Name

Employee Signature

Date

**MA # 220000001202**  
**SCHEDULE G**

**MDOC VENDOR HANDBOOK FOR VENDOR EMPLOYEES**  
**ENTERING A SECURE FACILITY**

(Rev. 9-28-2016)

**When a Vendor's employees are working under a Contract (#220000001202) between the Vendor and the State of Michigan/Michigan Department of Corrections (MDOC), due to safety and security concerns, the following rules apply to all of the Vendor's employees (Employees) working within a MDOC prison/facility. Any violation of the Vendor Employee Handbook may result in a Stop Order being issued against the Employee, the Employee's removal from his/her assignment under the Contract and may result in additional sanctions from the Vendor and/or law enforcement.**

**Definitions**

**Contraband:** Any article not specifically authorized for admittance into a correctional facility or on facility grounds, e.g. this list includes but is not limited to weapons, any firearm, alcohol, cell phones, cell/electronic watches, iphones, ipads, computers, laptops, tobacco, cigarettes and e-cigarettes, matches, lighters, Tasers®, mace, pepper spray, Google glasses, recording devices, ammunition, handcuff keys, walkie-talkies, yeast, fireworks, etc. (See **Attachment A** for permissible items allowed into a facility without a gate manifest.)

Cell phones, iphones, ipads, computes, laptops, tobacco and tobacco products may be stored in the employee's secured vehicle only while on facility grounds.

**Employee Permitted Items.** Employees are permitted to take the following items into the facility on their person: a photo ID, up to and no more than \$25.00 currency. See also **Attachment A**.

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

**Employee:** A person employed by the Vendor.

**Facility:** Any property owned, leased, or occupied by the Michigan Department of Corrections that is used to maintain custody over a prisoner or parolee, e.g. prison, reentry center, health care area, etc.

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

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

- Conduct which has resulted in or is likely to result in intimacy; a close personal or non-work related association,

- Being at the residence of an offender,
- Being at the residence of an offender's family,
- Giving or receiving non-work related letters, messages, money, personal mementos, pictures, telephone numbers, to or from an offender or a family member of a listed visitor of an offender,
- Exchanging hugs with an offender,
- Dating or having sexual relations with an offender, etc.

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

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

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

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

### **General Requirements**

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

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

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

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

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

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

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

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

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

### **Specific Vendor Employee Rules**

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

7. **Confidential Records/Information.** Employees shall respect the confidentiality of other employees, MDOC staff and prisoners. Employees shall not share confidential information.
8. **Use of Health Care Services.** Employees shall only use the facility health care services in case of emergency, medical stabilization and for serious on-the-job injuries. When the clinic facilities are used for an emergency or on-the-job injury, the Employee is to be transferred as soon as practicable to a physician or hospital.
9. **Insubordination.** Based on the safety and security of the facility, there may be times where Employees are provided guidance from MDOC staff. Willful acts of Employees contrary to MDOC instructions that compromise the MDOC's ability to carry out its responsibilities, are prohibited.
10. **Reserved.**
11. **Searches.** Employees are subject to search while on facility property and prior to entry into a facility. Employees who refuse to submit to an authorized search will not be permitted into the facility.
12. **Emergency.** Employees must immediately respond during an emergency, e.g. call for assistance, respond to an emergent situation, etc. This may include participating in emergency preparedness drills conducted by the MDOC, e.g. fire drills.
13. **MDOC Rules, Regulations, Policies, Procedures, Post Orders, Work Statements.** Employees must be familiar with and act in accordance with MDOC rules, regulations, policies, etc. Employees are prohibited from interfering with and undermining the MDOC's efforts to enforce rules, regulations, etc.
14. **Maintaining Order.** Any action or inaction that may detract from maintaining order within the facility is prohibited, e.g. antagonizing offenders, inciting to riot, etc.
15. **Chain of Command.** Employees shall follow their chain of command. Complaints and concerns are to be submitted to the immediate supervisor unless the situation is an emergency.
16. **Criminal Acts.** Employees shall not engage in conduct that results in a felony or misdemeanor conviction. Employees must provide a verbal report to their immediate supervisor within 24 hours of a felony or misdemeanor citation or arrest, the issuance of any warrant, any arraignment, pre-trial conference, pleas of any kind, trial, conviction, sentencing, federal, diversion or dismissal.
17. **Contraband and Controlled Substances.** There is a zero tolerance policy regarding any Employee possessing, using or introducing controlled substances into a facility where offenders are housed. The possession and presence of contraband presents a safety and security risk and is prohibited. Possession, introduction, or attempting to introduce any substance including controlled substances or intoxicants into any facility is prohibited. Yeast is also prohibited which can be used to manufacture a prohibited or illegal substance.

18. **Use of Alcohol or Controlled Substance.** Employees are prohibited from consuming alcohol or any controlled substance while on duty or on breaks. Employees who report for duty with alcohol on his/her breath or when suspected of being under the influence of alcohol or a controlled substance, may be prohibited from entering into the facility or be immediately removed from their assignment.
19. **Reserved.**
20. **Introduction or Possession of Contraband.** Employees shall not introduce or possess unauthorized items such as escape paraphernalia, weapons, facsimiles of weapons, ammunition, wireless communication devices, cell phones, tobacco, electronic cigarettes, lighters, matches, firearm, alcohol, cell phones, cell/electronic watches, iphones, ipads, computers, laptops, Tasers®, mace, pepper spray, Google glasses, recording devices, handcuff keys, walkie-talkies, yeast, fireworks, etc. Any prisoner who approaches an Employee and requests that contraband be brought into the facility must immediately report the request through his/her chain of command.
21. **Motor Vehicles on the Premises of Prison Grounds.** All motor vehicles must be properly locked and secured. It is the employee's responsibility to ensure that unauthorized items or contraband are not in the motor vehicle. Motor vehicles on facility grounds may be searched at any time for any reason. Any prisoner who approaches an Employee and requests that contraband be brought onto facility grounds must immediately report the request through his/her chain of command.
22. **Reserved.**
23. **Possession and/or Use of Medication.** Employees shall immediately notify their supervisor if taking prescribed medication which may interfere with the Employee's work responsibilities or the safety and security of the facility. Such medication includes but is not limited to: narcotic pain medication, psychotropic medication, mood altering medication and antihistamines. The Michigan Medical Marihuana Act (the Act), Initiated Law 1 of 2008, MCL 333.26421 – 333.26430, allows for the use of medical marihuana for individuals who have been diagnosed with a "debilitating medical condition." It is the position of the MDOC that Employees may not possess or use medical marihuana as it is both a federal and state offense.
24. **Reserved.**
25. **Reserved.**
26. **Entry into a Facility/Visiting Offenders.** Employees are not permitted in non-public areas of the facility for non-work related purposes, especially where offenders are housed.

Generally, Employees may visit an offender only if that offender is an immediate family member and is housed at another facility other than where the employee works, unless the Warden has granted special approval. Employees, who have family members incarcerated in the MDOC, must let their supervisor know immediately who will subsequently report this information to the MDOC. An employee may visit an offender

only if that offender is an immediate family member and is housed at a facility other than where the Employee is assigned to work. Immediate family member is defined as a parent, grandparent, step-parent, grandchild, sibling, spouse, mother-in-law, father-in-law, child, step-child, stepbrother/sister. Visiting an immediate family member who is an offender housed in a facility requires prior permission of both the Vendor and they MDOC.

27. **Dereliction of Duty.** Employees shall fully perform their job duties. Failure to do so is considered dereliction of duty and will be reported to the Vendor.
28. **Use of Force.** Employees shall use the least amount of force necessary to perform their duties. Excessive use of force will not be tolerated. Employees may act to reasonably defend themselves against violence.
29. **Exchange of Duties.** Employees shall not exchange duties or responsibilities with any MDOC staff.
30. **Duty Relief.** Employees shall not leave an assignment without prior relief or authorization from their immediate supervisor.
31. **Security Precautions.** Any action or inaction by an Employee which jeopardizes the safety or security of the facility, MDOC staff, the public or offenders is prohibited. Examples include but are not limited to, loss of equipment (knives, tools), propping open security doors or doors that should remain locked, allowing an unknown or unidentified individual into a building, unauthorized distribution of MDOC exempt policy directives/operating procedures, etc.
32. **Attention to Duty.** Employees shall remain alert while on duty. Sleeping or failure to properly observe an assigned area or offenders are examples of inattention to duty and are prohibited. Items that detract from the alertness of an Employee are prohibited. These items include but are not limited to computer games, books, reading pamphlets, newspapers, or other reading materials while on duty. (MDOC cookbooks, menus, non-exempt policies and procedures and postings, etc. are not considered prohibited items.)
33. **Reporting Violations.** Employees, who are approached by offenders to introduce contraband or violate the safety and security of the institution, shall concurrently report each time they are approached to the Employee's immediate supervisor and MDOC staff. Employees must report conduct involving drugs, escape, sexual misconduct, sexual harassment, workplace safety or excessive use of force. A complete written report of the approach must be made no later than the end of the Employee's work day.
34. **Reserved.**
35. **Reserved.**
36. **Reserved.**
37. **Reserved.**
38. **Reserved.**
39. **Reserved.**

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

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

**ACKNOWLEDGMENT**

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

\_\_\_\_\_

Print Employee Name

\_\_\_\_\_

Employee Signature

\_\_\_\_\_

Date

## ATTACHMENT A

### ALLOWABLE ITEMS WITHOUT GATE MANIFEST

Employees are allowed to bring the following items into a facility while on duty:

1. Driver license/personal identification.
2. Pens (clear) and pencils (no more than two (2) of each).
3. Small notebook.
4. Eyeglasses and sunglasses.
5. Cash, not to exceed \$25.00.
6. Personal keys.
7. One (1) comb, one (1) brush or one (1) pick; non-metal only.
8. One (1) wallet or one purse/bag; no larger than 6" x 8".
9. Umbrella, no pointed tips, no more than 20 inches total length.
10. Feminine hygiene products; one (1) day's supply.
11. One (1) tube lip balm (e.g., Chapstick), one (1) lipstick.
12. Hand cream/lotion (1.6 oz. or less) tube.
13. Non-alcoholic based anti-bacterial hand cleaning sanitizer (four (4) oz. or less).
14. Sunscreen (four (4) oz. or less).
15. Over-the-counter medication; one (1) day's supply limited to pain medication (e.g. aspirin, Tylenol, Ibuprofen) and antacids (e.g. Tums, Mylanta). Over-the-counter medication containing stimulants/relaxants (e.g., NoDoz, Sleepzeze, NyQuil, Dexitrim) are prohibited. The medication must be factory sealed when brought in and be identifiable.  
  
**Note:** An Administrative Manifest from the MDOC is required for prescription medication.
16. One individual box/packet (unopened) paper tissues or one handkerchief.
17. Breath mints (one (1) oz. or less), hard candy/cough drops/throat lozenges (one (1) roll or package (six (6) oz. or less) of no more than ten (10) individually wrapped items); Commit nicotine lozenges (or similar brand) (ten (10) or less lozenges).

18. Coffee/tea/creamer/sugar/hot chocolate/coffee filters, soup/hot cereal/powdered drink mix, as described below:
- Coffee – One (1) factory sealed, unopened non-metallic container containing no more than two (2) pounds to be transferred to clear plastic zip bag in presence of gate officer.
  - Tea/creamer/sugar – Single serving, sealed packets or in original packaging and transferred to clear plastic zip bag in presence of gate officer.
  - Hot Chocolate – Maximum of two (2) sealed packets in original packaging and transferred to clear plastic zip bag in presence of gate officer.
  - Coffee Filters – Maximum of one (1) unopened sealed bag in original packaging.
  - Soup/Hot Cereal/Powdered Drink Mix - Sealed packets or envelopes (no more than two (2)).
19. Pocket calendar (non-electronic).
20. One (1) clear, sealed, unopened plastic container of water not to exceed one (1) gallon.
21. Contact lens case; wetting solution and/or eye drops (non-prescription) – not to exceed ½ oz.
22. Factory sealed energy/protein/granola/candy bars – two (2).
23. Flashlight (mini) and case.
24. Street shoes during inclement weather to replace snowshoes/boots – one (1) pair.