STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

DTMB
320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **8**
to
Contract Number **MA220000000930**

CONTRACTOR	
	Honu Management Group LLC
	12615 E Mission Avenue Suite 101
	Spokane Valley WA 99216
	Devin Thornton
	206-484-9181
	Devin@HonuMG.com
	VS0155821

STATE			
	Program Manager	Various	Various
	Contract Administrator	Susan Watt-Smith	DTMB
		517-230-0535	
		wattsmiths@michigan.gov	

CONTRACT SUMMARY			
COVID 19 – Testing Kits, Testing Services, Diagnostic Services, and Health Screening Services			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
October 1, 2022	September 30, 2025	2 - 1 Year	September 30, 2025
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS		**EXTENDED PURCHASING**	
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other		☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☒	1 Year	☐		September 30, 2026
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$42,000,000.00	$0.00	$42,000,000.00		

DESCRIPTION
Effective October 1, 2025, the first option year available on this contract is hereby exercised to allow vendor support services at Neighborhood Wellness Centers sites to support BCD (blood pressure, cholesterol, and diabetes) screenings. The revised contract expiration date is September 30, 2026. Please note the State's Contract Administrator is changed to Susan Watt-Smith, 517-230-0535, wattsmiths@michigan.gov, and Charmica Terry, 517-775-5544, terryc4@michigan.gov has been added as a Program Manager for the Michigan Department of Health and Human Services (MDHHS). 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
MDOC	Brad Purves	517-335-2248	PurvesB@michigan.gov
MDHHS	Joseph Coyle	517-284-4915	CoyleJ@michigan.gov
MDHHS	Charmica Terry		TerryC4@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 **7**
to
Contract Number **MA220000000930**

CONTRACTOR	
	Honu Management Group LLC
	12615 E Mission Avenue Suite 101
	Spokane Valley WA 99216
	Devin Thornton
	206-484-9181
	Devin@HonuMG.com
	VS0155821

STATE			
	Program Manager	Various	Various
	Contract Administrator	Valerie Hiltz	DTMB
		5172490459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY			
COVID 19 – Testing Kits, Testing Services, Diagnostic Services, and Health Screening Services			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
October 1, 2022	September 30, 2025	2 - 12 Months	September 30, 2025
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$42,000,000.00	$0.00	$42,000,000.00		

DESCRIPTION

Effective June 5, 2024, this contract is updating services provided under this contract. Schedule A language is being revised as attached, and updated services costs are as described in Schedule A- Attachment 1- Honu Wellness Site Services as attached.

The State's Contract Administrator is changed to Valerie Hiltz, 517-249-0459, hiltzv@michigan.gov.

All other terms, conditions, specifications and pricing remain the same per Contractor and MDHHS agreement, DTMB Central Procurement Service approval and approval provided by the State Administrative Board on June, 4, 2024.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
MDOC	Brad Purves	517-335-2248	PurvesB@michigan.gov
MDHHS	Leonard Uller	313-600-7621	ullerl@michigan.gov
MDHHS	Joseph Coyle	517-284-4915	CoyleJ@michigan.gov

1. Revise Schedule A, Background Covid Testing Settings # 3. Neighborhood Testing Sites to read: Neighborhood Wellness Centers.
2. Revise Background Further Details Section 3. Neighborhood Testing Sites to read: Neighborhood Wellness Centers and Subsection i) to read as follows:

    i) Contractor will be responsible to provide health screening services, for testing clinics, and Naloxone education/distribution at approximately 22 Neighborhood Wellness Centers, administering 100-600 tests per day, providing health screenings, and distributing Naloxone as needed.

3. Replace Schedule A, Section 1.4. Information Technology (IT) Requirements, Specific Standard with Section 1.4. General Requirements for Screening Services as follows:

    1.4. General Requirements for Screening Services

    The Contractor will provide health screenings services at Neighborhood Wellness Sites. The scope and pricing of these services are outlined in their entirety via **Schedule A, Attachment 1. Neighborhood Wellness Center Services** as attached.

    A. Services the Contractor will provide will include the services listed below:
        1) Blood Pressure Screening
        2) Glucose Screening
        3) Cholesterol Screening

    B. The Contractor and the Program Manager will establish and agree upon Standard Operating Procedures (SOPs) for these sites.

4. Add Schedule A, Section 1.5. Naloxone Education/Distribution Services

    1.5. Naloxone (Narcan) Education/ Distribution Services (through March 2025)

    A. The Contractor will receive Naloxone at the Contractor's warehouse or other designated facilities.

    B. The Contractor will allocate and distribute supplies of Naloxone across participating Neighborhood Wellness Center locations to ensure supplies are available.

    C. The Contractor will educate Neighborhood Wellness Center attendees relative to the benefits of Naloxone, inform them of product availability, and provide the product as appropriate.

D. The Contractor will provide to the MDHHS Project Manager monthly reports detailing the number of Naloxone kits distributed each day by Neighborhood Wellness Center and report other measures used for program evaluation as deemed necessary by the MDHHS.

5. Re-insert Schedule A Section Information Technology (IT) Requirements in its entirety, with revised numbering and with subsections renumbered as follows:

1.6. Information Technology (IT) Requirements

A. Specific Standards

B. User Type and Capacity

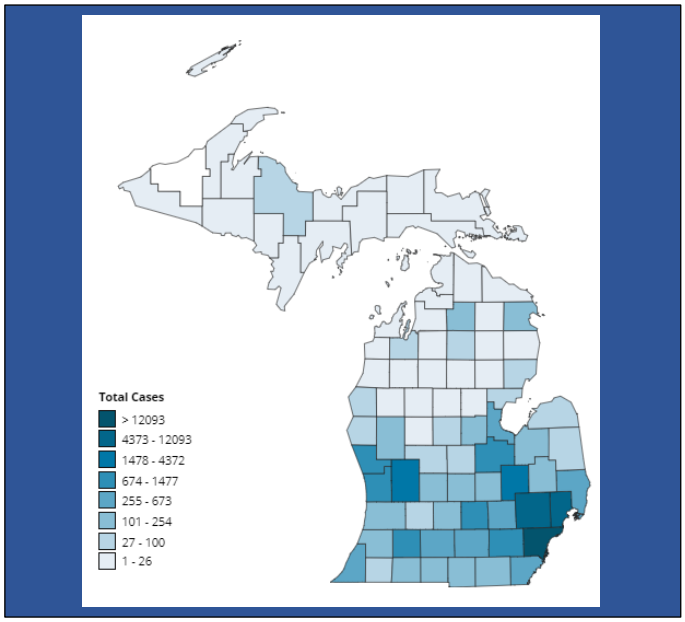
C. End-User Operating Environment

D. Secure We Application Standard

Honu Management Group

Proposal Response For:
Department of Technology, Management & Budget
Central Procurement Services

This is a proposal in response to MDHHS requesting to expand services to include: Blood Pressure, Diabetes and Cholesterol screening at proposed wellness sites, while Honu Management Group continues to provide Covid and Flu testing under its current contract.



OUR TEAM -

Honu Management Group ("HONU") has been providing COVID testing support for several state since 2020. Honu comes prepared to expand our support to Michigan state to implement "Wellness Centers" as requested by the state across Michigan's 14 districts by providing a comprehensive end to end solution in expanding services to include Blood Pressure, Diabetes, Cholesterol screening while continuing to provide services as it relates to Covid and Flu testing and services contract.

Honu has contracted with multiple government agencies since 2020 while obtaining certifications as a woman owned WBENC certified company, NAGC certified member, BBB accredited, and GSA registered company. During the pandemic Honu has provided COVID related pandemic services across multiple states, while utilizing existing teaming agreements with both state HUB approved agencies, as needed, and in-state staffing agencies to efficiently and effectively establish testing services in underserved, rural and large congregate settings.

Our strength in meeting the deliverables in this statement of work came with our experienced team which is comprised of former military logistics specialists, laboratory operations managers, experienced telemedicine and care management professionals; along with a commitment of utilizing Michigan medical and support staff for On-Site Collection services under point of care (POC) CLIA waived devices that have been approved to screen patients for Blood Pressure, Diabetes, Cholesterol (for near immediate resulting) and attending to the maintenance of established machines.

SCOPE OF WORK

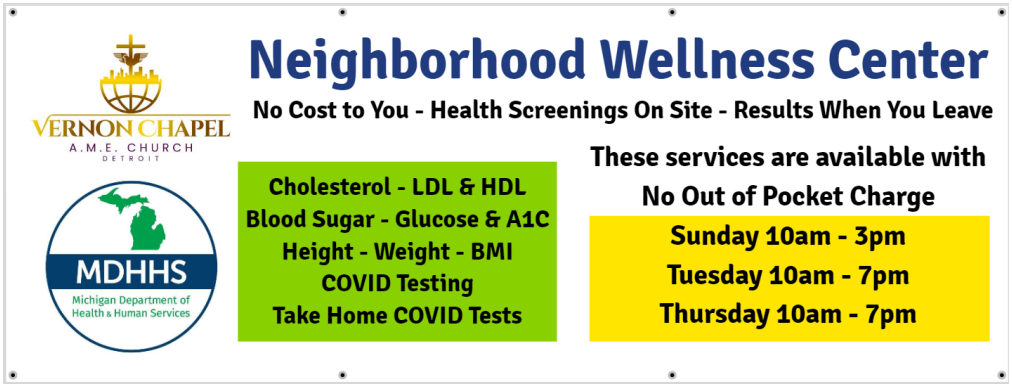
To provide a complete turn-key solution for POC CLIA waived devices via testing requirements set by the MDHHS for testing at established sites. We understand that Michigan presents several challenges due to the size of the state and the numerous large metropolitan cities scattered throughout the state. In order to meet both metropolitan, urban and rural communities testing needs, we will deploy a team of qualified staff that will go to the various sites as requested across the state. We are anticipating eight-hour site setups and collection averages of 5,000 tests per month based on current testing that is being performed within the state of Michigan averaging 167 tests per day.

PRIMARY ROLE

A) Planning and execution for identifying and prioritizing test scheduling for expedited testing, including:
   - Establishing services at Wellness Centers assigned by MDHHS

- Establishing services at existing sites that Honu currently serves, as assigned by MDHHS
- Establish patient notifications and provide telehealth services

B) Coordination of Site Set-Up
   1. Locations – to be determined by MDHHS
   2. Logistics
      i. Establish signage, notifying public of available testing services at each wellness center



      ii. Establish a patient flow at each location addressing the following
         1. Registration
            a. Tablets that are integrated directly to the laboratory with WiFi and Data Activated Cellular (Honu uses Verizon data plans)
         2. Covid / Flu testing
         3. Patients will be notified of available testing at no cost to them for Blood Pressure, Cholesterol and Glucose testing.
         4. Patient handouts will be available at the end of each patient interaction
      iii. Waste Management (including ***Medical Hazardous Collection and Disposal***)
   3. Staffing- **Michigan residents** will be employed throughout the period of performance.
      i. Clinical Professionals for medical oversight
         1. RN
         2. NP
      ii. Medical Assistants and/or EMT to perform collections
      iii. Client Registration- Covid Tracker Tool (cloud)

iv. Specimen Prep and Transportation management for patients requesting a PCR test

v. Quality Assurance Specialists – This will include on-site personnel that will verify the specimens were correctly collected, test results are validated correctly and patient information correctly matches the information on the specimen collected.

vi. Client Advocates – This will include on-site personnel that will assist patients in registering for on-site services for testing and assisting patients in registering for telehealth services, if requested by patients after testing. Client advocates will be prepared to educate patients on the available services and provide dear patient letters to patients who elect to utilize services provided at each neighborhood wellness center.

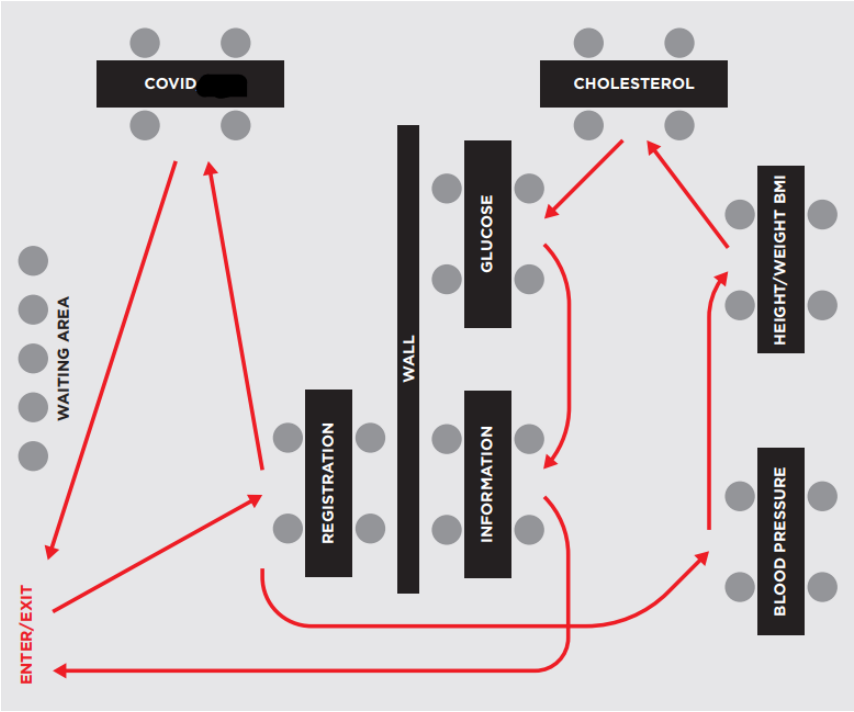
4. Project Management- One per Site
5. Medical Director – Khatali Telemed Services, currently under contract for RFP: 220000000650 and it will be under this license that we provide CLIA waived testing services, the Medical Director will oversee telehealth services under the proposed fee schedule on a per-site monthly fee schedule of $2,000.00 per site per month.

C) Chain of Custody- ensuring that each step in the process of specimen collection, identification of the Client is verified throughout the Collection Process

SITE FACILITY TESTING SOLUTIONS OVERVIEW

Workflow Example

- Collection sites and needs are identified during the on-boarding process
- Training of staff is performed prior to starting services
- Site Flow will be established as illustrated below:

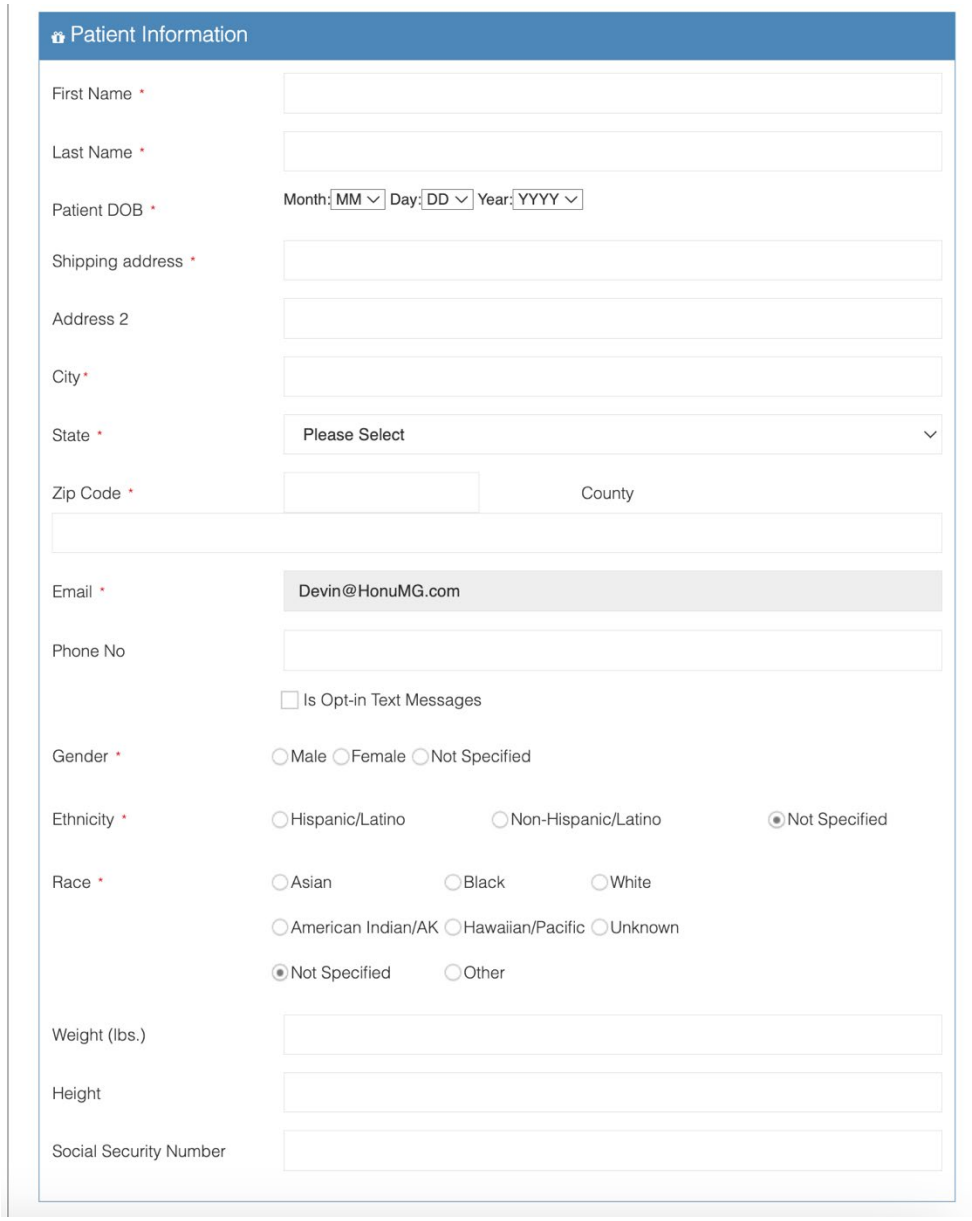


PROCEEDURES FOR QUALITY/ PERFORMANCE REVIEW

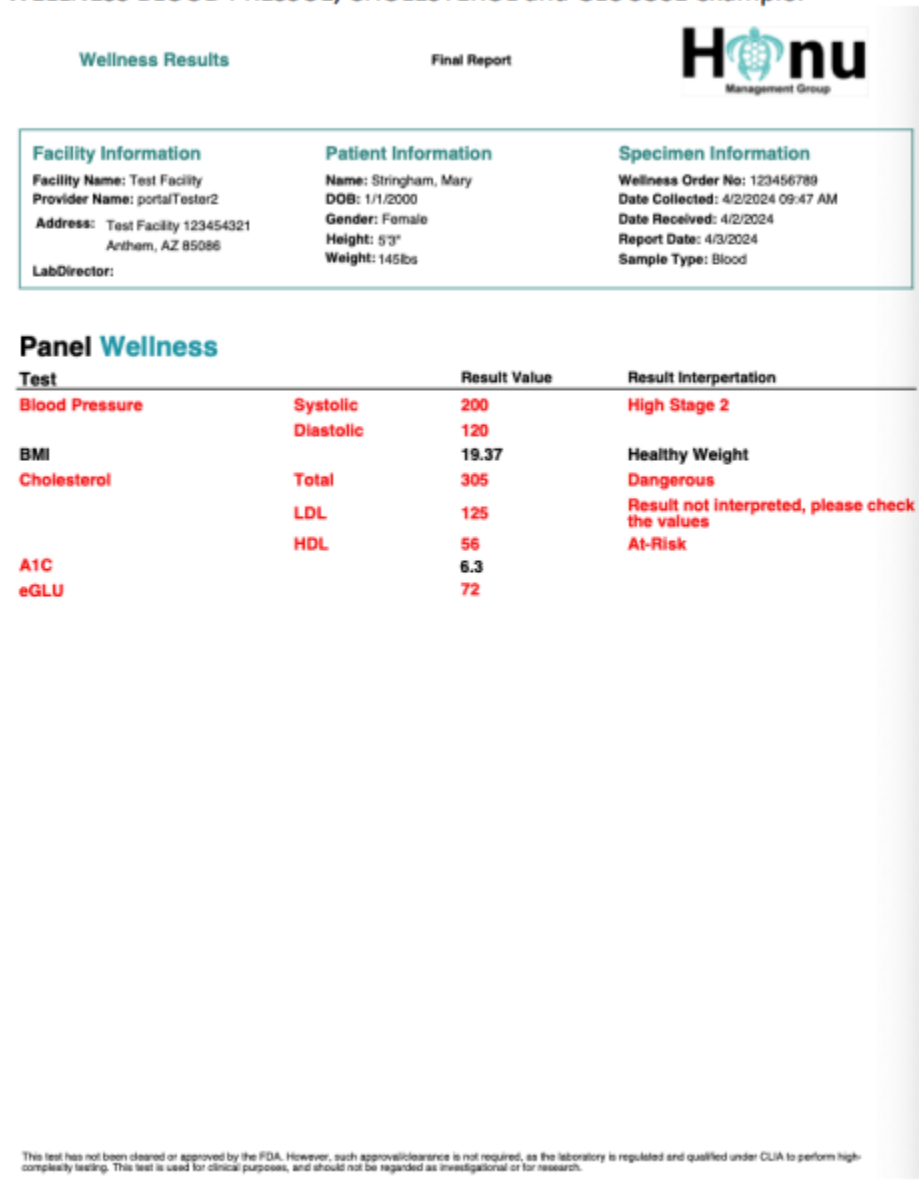
1. Collection agents are provided (if requested)

- Supplies are delivered to the collection sites in 5- 7 business days from account onboarding
- Every site receives one shipment

1. A1C N+ Professional Device
    1. 20 boxes per shipment
    2. A1C NOW+ Level 1 & 2 Controls
    3. CARDIOCHEK 15 LIPID / Glucose PREMISE 2 / PK
    4. CARDIOCHEK PLUS ANALYZER
    5. CARDIOCHEK CAPILLARY TUBES 40UL 16/BG
    6. MINOTIR BP ALL-IN-ONE DIGITAL ADULT
    7. PHYSICIAN SCALE 500 LBS
    8. PRE-PADS ALCOHOL MEDIUM 30X30MM
    9. UNISTIK 3 INCISION DEVICE LANCET 21Gx2MM SAFTEY BOX
    10. PREMIUM SPONGE N/S 2X2 8 PLY 200/PK
    11. PRINTER
    12. *NOTE: If Manufacturer supplies are limited due to a manufacturer issue: MDHHS will be notified as soon as Honu is notified and Honu will request approval for another manufacturer option or Honu will request to amend contract to provide off-site laboratory testing in instances where no CLIA WAIVED approved devices or supplies are available
    13. A1C NOW+ MODEL 3024 and MODEL 3021 are CLIA WAIVED and approved under 510(k) Number K090413 and has been approved since 2009
2. “Dear Client” Letters (Educating Clients about process)
    i. See next two pages for current COVID Dear Patient Letter and proposed WELLNESS Dear Patient Results Letter.


Patient Information
First Name *
Last Name *
Patient DOB *
Month: MM Day: DD Year: YYYY
Shipping address *
Address 2
City *
State *
Please Select
Zip Code *
County
Email *
Devin@HonuMG.com
Phone No
Is Opt-in Text Messages
Gender *
Male Female Not Specified
Ethnicity *
Hispanic/Latino
Non-Hispanic/Latino
Not Specified
Race *
Asian
Black
White
American Indian/AK
Hawaiian/Pacific
Unknown
Not Specified
Other
Weight (lbs.)
Height
Social Security Number

WELLNESS BLOOD PRESSUE, CHOLESTEROL and GLUCOSE example:



Wellness Results

Final Report

Honu Management Group

Facility Information
Facility Name: Test Facility
Provider Name: portalTester2
Address: Test Facility 123454321 Anthem, AZ 85086
LabDirector:

Patient Information
Name: Stringham, Mary
DOB: 1/1/2000
Gender: Female
Height: 5'3"
Weight: 145lbs

Specimen Information
Wellness Order No: 123456789
Date Collected: 4/2/2024 09:47 AM
Date Received: 4/2/2024
Report Date: 4/3/2024
Sample Type: Blood

Panel Wellness

Test		Result Value	Result Interpertation
Blood Pressure	Systolic	200	High Stage 2
	Diastolic	120	
BMI		19.37	Healthy Weight
Cholesterol	Total	305	Dangerous
	LDL	125	Result not interpreted, please check the values
	HDL	56	At-Risk
A1C		6.3	
eGLU		72	

This test has not been cleared or approved by the FDA. However, such approval/clearance is not required, as the laboratory is regulated and qualified under CLIA to perform high-complexity testing. This test is used for clinical purposes, and should not be regarded as investigational or for research.

3. Collection kits are provided by HONU and include
    i. COVID CLIA Waived Test
    ii. PCR Covid confirmation test (if antigen positive, and/or patient requests a PCR confirmatory test)
    iii. Wellness Testing (Blood, Cholesterol, Glucose) tests
4. Personal protection equipment for each collector (supplied by HONU) including
    a. Visor Face Shield
    b. Disposable Gown
    c. KN95 / N95 Masks for collectors and Clients being testing
    d. Disposable Gloves
    e. Tablet with internet / wi-fi connection for electronic Client registry

    Note: Supplies are delivered to collection sites within 5-7 business days. All supply management and logistics are the responsibility of our team. *NOTE: If Manufacturer supplies are limited due to a manufacturer issue: MDHHS will be

notified as soon as Honu is notified and Honu will request approval for another manufacturer option or Honu will request to amend contract to provide off-site laboratory testing in instances where no CLIA WAIVED approved devices or supplies are available

TEST CLIENT REGISTRATION & COLLECTION SCHEDULING

1. HONU will deploy a "mobile app" that is free to all Michigan Test Clients. The mobile app will include access to a questionnaire, patient notifications, scheduling, pre-registrations, updates and post notifications of test results and follow up symptom check-in.
2. Questionnaire:

Welcome to our Neighborhood Wellness Center. Let me tell you about the screening services that are offered at this location. These services are offered by the Michigan Department of Health and Human Services at no cost to you.

First, we will do a comprehensive assessment of your vitals including blood pressure, height, weight and BMI. Next, we offer screening services for glucose, A1C level, and cholesterol screening including your good and bad cholesterol.

Once we get you registered, the process should take no longer than 20-30 minutes. When you leave, we will provide your screening test results along with valuable information on exactly what those results mean to you.

We also offer complimentary COVID testing including take home – over the counter kits if you would like.

Do you have any questions?

Let's get started with the registration process.

· What is your first and last name?

· What is your date of birth?

· Email address

· Cell phone number

· Address including city, state, zip code and county

· What is your sex assigned at birth?

· Hispanic or Latino ethnicity?

· Arab ethnicity?

· Race?

· Facility worker?

· Agricultural worker?

· Have you received the COVID-19 vaccine?

· Are you a student?

COVID questionnaire

· Have you been in close contact (i.e. within 6 feet) with someone confirmed to have COVID 19?

· Have you attended a large group setting , public gathering, or congregation of people within the past (15) days?

· Have you traveled anywhere outside of Michigan in the past 30 days?

· Are you a first responder?

· Do you live or work in a hospital, long-term care facility or assisted living facility?

· Do you have a chronic health issue (such as diabetes, asthma, heart issues, etc.)?

· Are you experiencing any of the following symptoms:

o Fever

o Muscle aches

o Headache

o Cough

o Nausea and vomiting

o Loss of taste and/or smell

o Shortness of breath

o Diarrhea

o Tiredness/fatigue

o Sore throat

o No symptoms

o Prefer not to answer

o Other

· How did you hear about the testing site?

o Website

o Billboard

o Radio ad

o Word of mouth

o Social Media

o Other

· Will you need language interpretation services when you are at the testing site? If so, what language?

· Please describe any additional assistance or accommodation you may need at the testing site. We will do our best to meet your needs.

3.
4. Client registration - all previously unregistered Test Clients will be registered at the collection site using tablets provided by HONU or by a HONU staff member, if needed.
5. **RESULTS Tracker**-Clients will be sent the link to complete the Tracker tool. This data is submitted to MDPH or any other clinical research or reporting agency upon request.

RESULTS & PATIENT COMMUNICATION

1. As patients are screened:
    a. Honu will have a scheduling person stationed at the exit to the neighborhood wellness site to interact with patients once they have been tested. That person will schedule 15-minute consultations with a Honu nurse to help interpret the patient's results.
    b. There will be several days and times available to the patient to schedule a consult.
    c. The Honu nurse will call the patient at the agreed upon time and give information to the patient on four areas
        i. COVID Result (positive/negative)
        ii. Elevated blood pressure
        iii. Elevated blood sugar/A1C
        iv. Elevated cholesterol levels
    d. Honu will incorporate MDHHS on-site telehealth needs in patient results and communications, once approved by MDHHS.
    e. Honu nurse will have an MDHHS preapproved script to discuss each of these issues, script will be approved and implemented once MDHHS approves. HONU contracted medical provider, Khatali Telemed, will oversee results of each test unless MDHHS provides a medical provider to oversee results. If a medical provider contracted by HONU is utilized, pricing is provided. See example on the next page:

i. Blood Pressure:

BLOOD PRESSURE SCRIPT

If your blood pressure is reading higher than normal (120/80), here are some tips on how to lower your readings:

1. Lose extra pounds and watch your waistline

Blood pressure often increases as weight increases. Being overweight also can cause disrupted breathing while you sleep (sleep apnea), which further raises blood pressure.

Weight loss is one of the most effective lifestyle changes for controlling blood pressure. If you're overweight or have obesity, losing even a small amount of weight can help reduce blood pressure. In general, blood pressure might go down by about 1 millimeter of mercury (mm Hg) with each kilogram (about 2.2 pounds) of weight lost.

Also, the size of the waistline is important. Carrying too much weight around the waist can increase the risk of high blood pressure.

In general:

- Men are at risk if their waist measurement is greater than 40 inches
- Women are at risk if their waist measurement is greater than 35 inches

These numbers vary among ethnic groups. Ask your health care provider about a healthy waist measurement for you.

2. Exercise regularly

Regular physical activity can lower high blood pressure by about 5 to 8 mm Hg. It's important to keep exercising to keep blood pressure from rising again. As a general goal, aim for at least 30 minutes of moderate physical activity every day.

Exercise can also help keep elevated blood pressure from turning into high blood pressure (hypertension). For those who have hypertension, regular physical activity can bring blood pressure down to safer levels.

Some examples of aerobic exercise that can help lower blood pressure include walking, jogging, cycling, swimming or dancing. Another possibility is high-intensity interval training. This type of training involves alternating short bursts of intense activity with periods of lighter activity.

Strength training also can help reduce blood pressure. Aim to include strength training exercises at least two days a week. Talk to a health care provider about developing an exercise program.

3. Eat a healthy diet

Eating a diet rich in whole grains, fruits, vegetables and low-fat dairy products and low in saturated fat and cholesterol can lower high blood pressure by up to 11 mm Hg. Examples of eating plans that can help control blood pressure are the Dietary Approaches to Stop Hypertension (DASH) diet and the Mediterranean diet.

Potassium in the diet can lessen the effects of salt (sodium) on blood pressure. The best sources of potassium are foods, such as fruits and vegetables, rather than supplements. Aim for 3,500 to 5,000 mg a day, which might lower blood pressure 4 to 5 mm Hg. Ask your care provider how much potassium you should have.

4. Reduce salt (sodium) in your diet

Even a small reduction of sodium in the diet can improve heart health and reduce high blood pressure by about 5 to 6 mm Hg.

The effect of sodium intake on blood pressure varies among groups of people. In general, limit sodium to 2,300 milligrams (mg) a day or less. However, a lower sodium intake — 1,500 mg a day or less — is ideal for most adults.

To reduce sodium in the diet:

- **Read food labels.** Look for low-sodium versions of foods and beverages.
- **Eat fewer processed foods.** Only a small amount of sodium occurs naturally in foods. Most sodium is added during processing.
- **Don't add salt.** Use herbs or spices to add flavor to food.
- **Cook.** Cooking lets you control the amount of sodium in the food.

5. Limit alcohol

Limiting alcohol to less than one drink a day for women or two drinks a day for men can help lower blood pressure by about 4 mm Hg. One drink equals 12 ounces of beer, 5 ounces of wine or 1.5 ounces of 80-proof liquor.

But drinking too much alcohol can raise blood pressure by several points. It can also reduce the effectiveness of blood pressure medications.

6. Quit smoking

Smoking increases blood pressure. Stopping smoking helps lower blood pressure. It can also reduce the risk of heart disease and improve overall health, possibly leading to a longer life.

7. Get a good night's sleep

Poor sleep quality — getting fewer than six hours of sleep every night for several weeks — can contribute to hypertension. A number of issues can disrupt sleep, including sleep apnea, restless leg syndrome and general sleeplessness (insomnia).

Let your health care provider know if you often have trouble sleeping. Finding and treating the cause can help improve sleep. However, if you don't have sleep apnea or restless leg syndrome, follow these simple tips for getting more restful sleep.

- **Stick to a sleep schedule.** Go to bed and wake up the same time each day. Try to keep the same schedule on weeknights and on weekends.
- **Create a restful space.** That means keeping the sleeping space cool, quiet and dark. Do something relaxing in the hour before bedtime. That might include taking a warm bath or doing relaxation exercises. Avoid bright light, such as from a TV or computer screen.
- **Watch what you eat and drink.** Don't go to bed hungry or stuffed. Avoid large meals close to bedtime. Limit or avoid nicotine, caffeine and alcohol close to bedtime, as well.
- **Limit naps.** For those who find napping during the day helpful, limiting naps to 30 minutes earlier in the day might help nighttime sleep.

8. Reduce stress

Long-term (chronic) emotional stress may contribute to high blood pressure. More research is needed on the effects of stress reduction techniques to find out whether they can reduce blood pressure.

However, it can't hurt to determine what causes stress, such as work, family, finances or illness, and find ways to reduce stress. Try the following:

- **Avoid trying to do too much.** Plan your day and focus on your priorities. Learn to say no. Allow enough time to get done what needs to be done.
- **Focus on issues you can control and make plans to solve them.** For an issue at work, talk to a supervisor. For conflict with kids or spouse, find ways to resolve it.
- **Avoid stress triggers.** For example, if rush-hour traffic causes stress, travel at a different time or take public transportation. Avoid people who cause stress if possible.
- **Make time to relax.** Take time each day to sit quietly and breathe deeply. Make time for enjoyable activities or hobbies, such as taking a walk, cooking or volunteering.
- **Practice gratitude.** Expressing gratitude to others can help reduce stress.

9. Monitor your blood pressure at home and get regular checkups

Home monitoring can help you keep tabs on your blood pressure. It can make certain your medications and lifestyle changes are working.

Home blood pressure monitors are available widely and without a prescription. Talk to a health care provider about home monitoring before you get started.

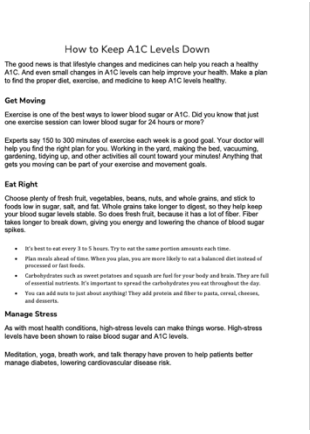
Regular visits with a provider are also key to controlling blood pressure. If your blood pressure is well controlled, ask your provider how often you need to check it. You might be able to check it only once a day or less often.

10. Get support

Supportive family and friends are important to good health. They may encourage you to take care of yourself, drive you to the care provider's office or start an exercise program with you to keep your blood pressure low.

If you find you need support beyond your family and friends, consider joining a support group. This may put you in touch with people who can give you an emotional or morale boost and who can offer practical tips to cope with your condition.

ii. GLUCOSE



How to Keep A1C Levels Down

The good news is that lifestyle changes and medicines can help you reach a healthy A1C. And even small changes in A1C levels can help improve your health. Make a plan to find the proper diet, exercise, and medicine to keep A1C levels healthy.

Get Moving

Exercise is one of the best ways to lower blood sugar or A1C. Did you know that just one exercise session can lower blood sugar for 24 hours or more?

Experts say 150 to 300 minutes of exercise each week is a good goal. Your doctor will help you find the right plan for you. Working in the yard, making the bed, vacuuming, gardening, tidying up, and other activities all count toward your minutes! Anything that gets you moving can be part of your exercise and movement goals.

Eat Right

Choose plenty of fresh fruit, vegetables, beans, nuts, and whole grains, and stick to foods low in sugar, salt, and fat. Whole grains take longer to digest, so they help keep your blood sugar levels stable. So does fresh fruit, because it has a lot of fiber. Fiber takes longer to break down, giving you energy and lowering the chance of blood sugar spikes.

- It's best to eat every 3 to 5 hours. Try to eat the same portion amounts each time.
- Plan meals ahead of time. When you plan, you are more likely to eat a balanced diet instead of processed or fast foods.
- Carbohydrates such as sweet potatoes and squash are fuel for your body and brain. They are full of essential nutrients. It's important to spread the carbohydrates you eat throughout the day.
- You can add nuts to just about anything! They add protein and fiber to pasta, cereal, cheeses, and desserts.

Manage Stress

As with most health conditions, high-stress levels can make things worse. High-stress levels have been shown to raise blood sugar and A1C levels.

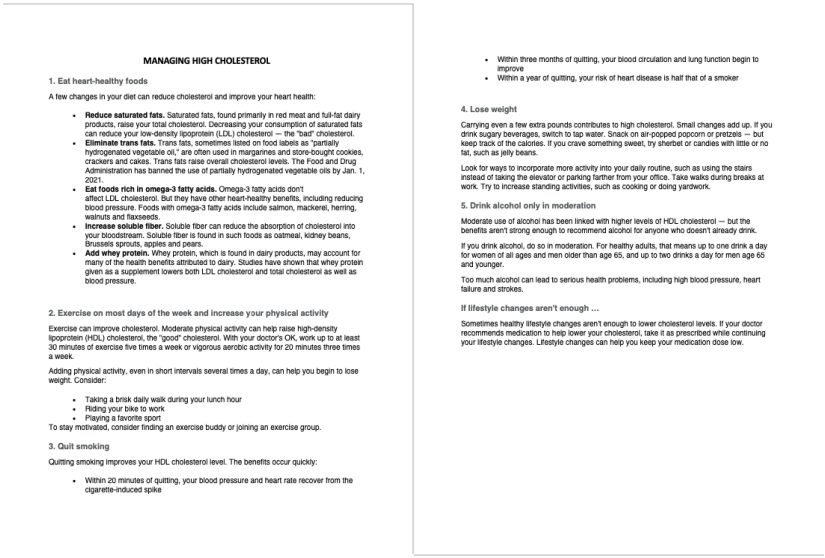
Meditation, yoga, breath work, and talk therapy have proven to help patients better manage diabetes, lowering cardiovascular disease risk.

Track Your Progress and Celebrate What Works

When you track your progress, you'll know what works. Even little successes are motivating and will encourage you to keep up the good work!

- Try keeping a food journal to see if you can notice any high blood sugar patterns — this could help you learn to manage your A1C levels better and keep them down.
- Get a buddy to share the journey. Studies show that connecting with others over a shared goal can help you stay on track.

iii. CHOLESTEROL



MANAGING HIGH CHOLESTEROL

1. Eat heart-healthy foods

A few changes in your diet can reduce cholesterol and improve your heart health:

- **Reduce saturated fats.** Saturated fats, found primarily in red meat and full-fat dairy products, raise your total cholesterol. Decreasing your consumption of saturated fats can reduce your low-density lipoprotein (LDL) cholesterol — the "bad" cholesterol.
- **Eliminate trans fats.** Trans fats, sometimes listed on food labels as "partially hydrogenated vegetable oil," are often used in margarines and store-bought cookies, crackers and cakes. Trans fats raise overall cholesterol levels. The Food and Drug Administration has banned the use of partially hydrogenated vegetable oils by Jan. 1, 2021.
- **Eat foods rich in omega-3 fatty acids.** Omega-3 fatty acids don't affect LDL cholesterol. But they have other heart-healthy benefits, including reducing blood pressure. Foods with omega-3 fatty acids include salmon, mackerel, herring, walnuts and flaxseeds.
- **Increase soluble fiber.** Soluble fiber can reduce the absorption of cholesterol into your bloodstream. Soluble fiber is found in such foods as oatmeal, kidney beans, Brussels sprouts, apples and pears.
- **Add whey protein.** Whey protein, which is found in dairy products, may account for many of the health benefits attributed to dairy. Studies have shown that whey protein given as a supplement lowers both LDL cholesterol and total cholesterol as well as blood pressure.

2. Exercise on most days of the week and increase your physical activity

Exercise can improve cholesterol. Moderate physical activity can help raise high-density lipoprotein (HDL) cholesterol, the "good" cholesterol. With your doctor's OK, work up to at least 30 minutes of exercise five times a week or vigorous aerobic activity for 20 minutes three times a week.

Adding physical activity, even in short intervals several times a day, can help you begin to lose weight. Consider:

- Taking a brisk daily walk during your lunch hour
- Riding your bike to work
- Playing a favorite sport

To stay motivated, consider finding an exercise buddy or joining an exercise group.

3. Quit smoking

Quitting smoking improves your HDL cholesterol level. The benefits occur quickly:

- Within 20 minutes of quitting, your blood pressure and heart rate recover from the cigarette-induced spike
- Within three months of quitting, your blood circulation and lung function begin to improve
- Within a year of quitting, your risk of heart disease is half that of a smoker

4. Lose weight

Carrying even a few extra pounds contributes to high cholesterol. Small changes add up. If you drink sugary beverages, switch to tap water. Snack on air-popped popcorn or pretzels — but keep track of the calories. If you crave something sweet, try sherbet or candies with little or no fat, such as jelly beans.

Look for ways to incorporate more activity into your daily routine, such as using the stairs instead of taking the elevator or parking farther from your office. Take walks during breaks at work. Try to increase standing activities, such as cooking or doing yardwork.

5. Drink alcohol only in moderation

Moderate use of alcohol has been linked with higher levels of HDL cholesterol — but the benefits aren't strong enough to recommend alcohol for anyone who doesn't already drink.

If you drink alcohol, do so in moderation. For healthy adults, that means up to one drink a day for women of all ages and men older than age 65, and up to two drinks a day for men age 65 and younger.

Too much alcohol can lead to serious health problems, including high blood pressure, heart failure and strokes.

If lifestyle changes aren't enough ...

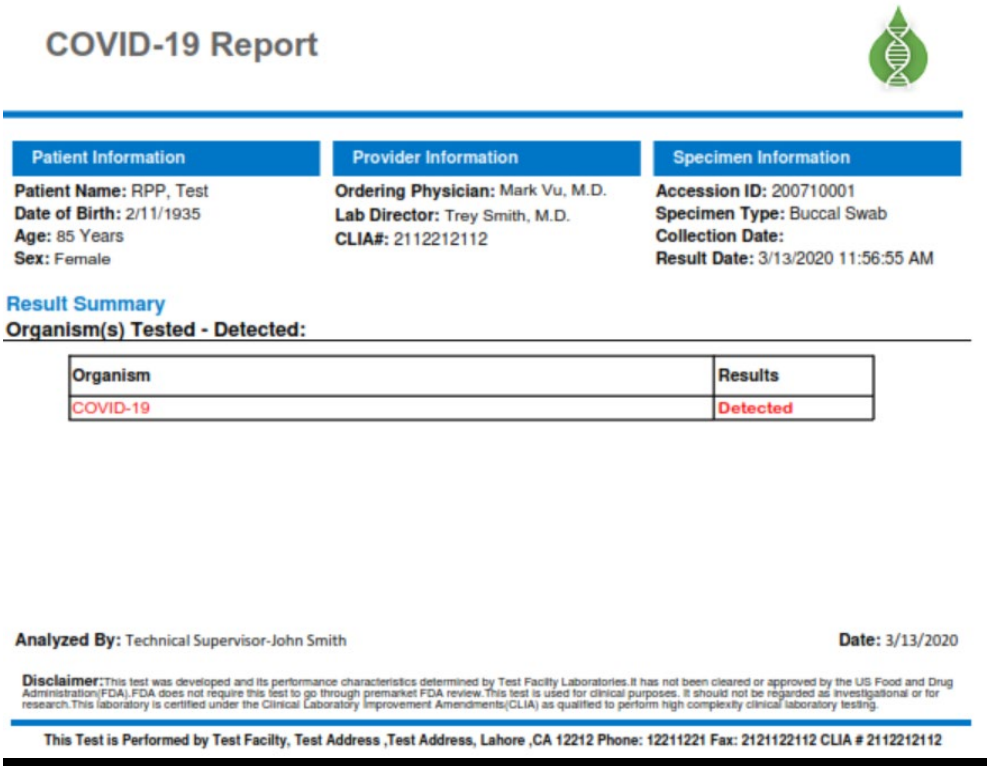
Sometimes healthy lifestyle changes aren't enough to lower cholesterol levels. If your doctor recommends medication to help lower your cholesterol, take it as prescribed while continuing your lifestyle changes. Lifestyle changes can help you keep your medication dose low.

f. If the patient has questions outside of the scripts, the Honu nurse will direct the patient to reach out to their primary care physician. If patients do not have a primary care physician, patients can be informed on state resources such as 211.
g. The Honu nurse will document the interaction with the patient within the Honu patient portal
h. An email summarizing the conversation with the patient and potential next steps discussed will be sent to patients as a follow up.
i. The Honu nurse will have list of other resources such as 211 to give the patient to follow up with for any questions or treatments. Honu will also refer to PCPs (and share list of referrals with MDHHS). Also, that Honu will refer to on-site Community Health Worker.
j. If requested by the patient, Honu can provide telehealth services to address any patient concerns.

2. Regarding Covid Results:

    a. If **negative**, the patient is assessed as negative, if negative but experience symptoms, the patient may request a PCR test to confirm positive/negative result via COVID PCR test, IF approved by MDHHS.

    b. If **positive**, the Client specimen is then tested using our COVID PCR test



COVID-19 Report

Patient Information	Provider Information	Specimen Information
Patient Name: RPP, Test	**Ordering Physician:** Mark Vu, M.D.	**Accession ID:** 200710001
Date of Birth: 2/11/1935	**Lab Director:** Trey Smith, M.D.	**Specimen Type:** Buccal Swab
Age: 85 Years	**CLIA#:** 2112212112	**Collection Date:**
Sex: Female		**Result Date:** 3/13/2020 11:56:55 AM

Result Summary

Organism(s) Tested - Detected:

Organism	Results
COVID-19	Detected

Analyzed By: Technical Supervisor-John Smith **Date:** 3/13/2020

Disclaimer: This test was developed and its performance characteristics determined by Test Facilty Laboratories.It has not been cleared or approved by the US Food and Drug Administration(FDA).FDA does not require this test to go through premarket FDA review.This test is used for clinical purposes. It should not be regarded as investigational or for research.This laboratory is certified under the Clinical Laboratory Improvement Amendments(CLIA) as qualified to perform high complexity clinical laboratory testing.

This Test is Performed by Test Facilty, Test Address ,Test Address, Lahore ,CA 12212 Phone: 12211221 Fax: 2121122112 CLIA # 2112212112

Plan for Communications Technology ("Testing Mobile App")

Honu will provide a telemedicine application to each Michigan Test Customer, if needed. This mobile application can be sent by email or text as a link, or it can be download for free from Google Play and Apple.

This smartphone application would provide an integrated platform for real-time notifications and scheduling. It will facilitate voice/text/video communications from Test Customer helpline to a telemedicine consult with a triage nurse, who can then escalate the call to a physician based on best clinical practice. This platform would provide:

- Link to LIS Portal/Client One
- Manage virtual Physician for Test ordering
- Manage test scheduling
- Real time notifications
- connect to helpdesk or clinician
- Results consultations/ escalations platform

PRICING SCHEDULE:

Proposed pricing for additional Services requested by MDHHS for Wellness Center Testing for Blood, Glucose and Cholesterol Testing proposal pricing is as follows:

Initial Site cost (per "kit*"): $2700

- Diagnostic machines
- Test strips
- Scale
- Measuring tool to capture height
- Blood pressure cuff
- Printer
- Portal for patient results
- PPE
- N**OTE: Initial "kit" cost of $2700 will cover cost of one machine as needed per site, MDHHS will own each machine as requested. Site costs will increase per the cost of each "kit" at a rate of $2700 per machine requested "Kit". As an example, if MDHHS request more than one"kit" such as two "kits" for a site, then the cost would be $5,400.**

  ****PLEASE NOTE – the normal 3% discount does not apply to the initial site cost.**

Per patient individual test cost: $75

- Weight/Height
- BMI
- Blood Pressure
- Total Cholesterol
- HDL Cholesterol
- LDL Cholesterol
- Total Cholesterol/HDL Ratio
- LDL/HDL Ratio
- Non-HDL Cholesterol
- Triglycerides
- Glucose
- HbA1C

Note, in instances where MDHHS purchases supplies directly from HONU to perform services without HONU and where HONU agrees to sell supplies, at costs, directly to MDHHS, a 3% discount shall not be in effect for "kit" or "testing supplies" that are sold at cost from HONU to MDHHS for COVID/FLU and Wellness supplies such as Blood, Glucose and Cholesterol Testing supplies or machines that may be included on a per patient or "kit" cost.

No Insurance will be collected or billed per MDHHS direction:
PER MDHHS, for all wellness services and COVID services no insurance information will be collected, and all services will be billed directly to MDHHS.

Medical Provider Oversight:
HONU will provide a MEDICAL PROVIDER under which CLIA Waived tests will be performed, the proposed cost will be per site per month that the medical provider group oversees. The rate proposed is $2000 per site per month for MEDICAL PROVIDER under which CLIA Waived tests will be performed. As an example: if MDHHS requests HONU to provide 10 wellness sites per month, the MEDICAL PROVIDER LICENSE COST would be: $20,000 per month.

HONU Telehealth Proposal Notes

Notes: Honu Proposal

1. Honu will have a scheduling person stationed at the exit to the community health site to interact with patients once they have been tested. That person will schedule 15-minute consultations with a Honu nurse to help interpret the patient's results. Honu will have a nurse on-site to answer any initial questions regarding the patient's results.

   If the patient needs to leave before the testing has been resulted, the patient can set up a time for a Honu nurse to call and discuss the patient's results.

   If the patient receives normal results, but would still like to speak to a nurse, the patient can also schedule a time for a phone call.

2. There will be several days and times available to the patient. This will be applicable to patients who exit the neighborhood site before receiving results and those who have received abnormal results.

3. The Honu nurse will call the patient at the agreed upon time and give information to the patient on three areas

   - Elevated blood pressure
   - Elevated blood sugar/A1C
   - Elevated cholesterol levels

4. The Honu nurse will have a preapproved script to discuss each of these issues. If the patient has questions outside of the scripts, the Honu nurse will direct the patient to reach out to their primary care physician. If the patient does not have a PCP, a Honu nurse will provide information necessary to individuals with high/abnormal results and aid in finding a doctor if appropriate.

5. The Honu nurse will document the interaction with the patient within the Honu patient portal.

6. The conversation will be recorded. The Honu nurse will clearly state that the conversation is being recorded and only proceed with the patient's consent. Honu will record the conversation to protect Honu from litigation.

7. The Honu nurse will have list of doctor's offices, clinics and other resources to give the patient to follow up with for any questions or treatments. This list will be provided by MDHHS through the community health workers.

The Honu nurse will be available four days a week, for four-hour shifts. We propose starting with a pattern of Monday and Wednesday, 8:00 am to noon and Tuesday and Thursday, 1:00 pm to 5:00 pm. We would adjust this schedule if these times are not compatible with patient availability.

Our charge for this would be $400 per nurse per four-hour shift. This will include written documentation within the patient portal, recording each patient interaction and a phone allowance for our nurses.

We had discussed an additional charge for referring patients to doctor's offices. This seems like a natural part of this conversation and we don't feel like we should charge more for that service.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**

to

Contract Number **220000000930**

CONTRACTOR	
	Honu Management Group LLC
	12615 E Mission Avenue Suite 101
	Spokane Valley, WA 99216
	Devin Thornton
	206-484-9181
	devin@honumg.com
	VS0155821

STATE			
	Program Manager	Various	MDHHS
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY			
COVID 19 – TESTING KITS, TESTING SERVICES & DIAGNOSTIC SERVICES			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
October 1, 2022	September 30, 2025	2 - 1 Year	September 30, 2025
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
NET45		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ PRC	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		N/A
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$33,000,000.00	$9,000,000.00		$42,000,000.00	

DESCRIPTION

Effective January 2, 2024, this Contract is increased by $9,000,000.00 and the attached Schedule B, Table 1C hereby replaces all previous versions. 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 January 2, 2024.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
MDOC	Brad Purves	517-335-2248	PurvesB@michigan.gov
MDHHS	Leonard Uller	313-600-7621	ullerl@michigan.gov
MDHHS	Joseph Coyle	517-284-4915	CoyleJ@michigan.gov

SCHEDULE B - PRICING

Contract 220000000930
COVID 19 – Testing Kits, Testing Services & Diagnostic Services
Effective March 1, 2023

Table 1C:

Correctional Facilities (excluding Detroit Detention Center) – Testing Site Services * Contractor must have MDOC prior approval for any event greater than 10 hours.**		
Team Size	**Total Site Fee**	**Upper Peninsula Total Site Fee**
2 Staff for up to a 10-hr event	$1,625.00	$1,450.00
3-4 Staff for up to a 10-hr event	$3,269.00	$2,850.00
5-7 Staff for up to a 10-hr event	$4,750.00	N/A
8-10 Staff for up to a 10-hr event	$6,512.00	N/A
11-15 Staff for up to a 10-hr event	$9,500.00	N/A

*Each additional staff over the 11-15 Staff Team must be billed at $650.00 per staff per 10-hour event.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5 - Revised**

to

Contract Number **220000000930**

CONTRACTOR	
	Honu Management Group LLC
	12615 E Mission Avenue Suite 101
	Spokane Valley, WA 99216
	Devin Thornton
	206-484-9181
	devin@honumg.com
	VS0155821

STATE			
	Program Manager	Various	MDHHS
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY

COVID 19 – TESTING KITS, TESTING SERVICES & DIAGNOSTIC SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2022	September 30, 2025	2 - 1 Year	September 30, 2025

PAYMENT TERMS	DELIVERY TIMEFRAME
NET45	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$33,000,000.00	$0.00	$33,000,000.00

DESCRIPTION

Effective November 30, 2023, Lifesign Covid and Flu test kits are hereby added to this Contract to be administered during the months of October through March for the remainder of the Contract and the following item is added to Schedule B:

Table 4:
Lifesign Covid-19 & flu test kits
Price per test: $13.59 (9,000 MOQ)
Cost to administer: $8.50 per test

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
MDOC	Brad Purves	517-335-2248	PurvesB@michigan.gov
MDHHS	Leonard Uller	313-600-7621	ullerl@michigan.gov
MDHHS	Joseph Coyle	517-284-4915	CoyleJ@michigan.gov

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**

to

Contract Number **220000000930**

CONTRACTOR	
	Honu Management Group LLC
	12615 E Mission Avenue Suite 101
	Spokane Valley, WA 99216
	Devin Thornton
	206-484-9181
	devin@honumg.com
	VS0155821

STATE			
	Program Manager	Various	MDHHS
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY

COVID 19 – TESTING KITS, TESTING SERVICES & DIAGNOSTIC SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2022	September 30, 2025	2 - 1 Year	September 30, 2025

PAYMENT TERMS	DELIVERY TIMEFRAME
NET45	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$33,000,000.00	$0.00	$33,000,000.00

DESCRIPTION

Effective November 30, 2023, Lifesign Covid and Flu test kits are hereby added to this Contract to be purchased and administered during the months of October through March for the remainder of the Contract and the following Schedule B is added:

Table 4:

Type of Test	Price Per Test	Cost to Administer
Lifesign COVID-19 & Flu Test Kits	$13.50 (MOQ 9,000-495,000)	$8.50/test
	$13.00 (504,000-999,000)	$8.50/test
	$12.00 (1,008,000 +)	$8.50/test

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
MDOC	Brad Purves	517-335-2248	PurvesB@michigan.gov
MDHHS	Leonard Uller	313-600-7621	ullerl@michigan.gov
MDHHS	Joseph Coyle	517-284-4915	CoyleJ@michigan.gov

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number **220000000930**

CONTRACTOR	
	Honu Management Group LLC
	12615 E Mission Avenue Suite 101
	Spokane Valley, WA 99216
	Devin Thornton
	206-484-9181
	devin@honumg.com
	VS0155821

STATE			
	Program Manager	Various	MDHHS
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY			
COVID 19 – TESTING KITS, TESTING SERVICES & DIAGNOSTIC SERVICES			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
October 1, 2022	September 30, 2025	2 - 1 Year	September 30, 2025
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
NET45		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ PRC	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		N/A
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$33,000,000.00	$0.00		$33,000,000.00	

DESCRIPTION

Effective June 8, 2023, the following changes are hereby incorporated into this Contract:

1) Program Managers Jessica Savoie and Stacy Stinson are removed.
2) The attached changes to Schedule A - Statement of Work and Schedule B - Pricing are incorporated.

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
MDOC	Brad Purves	517-335-2248	PurvesB@michigan.gov
MDHHS	Leonard Uller	313-600-7621	ullerl@michigan.gov
MDHHS	Joseph Coyle	517-284-4915	CoyleJ@michigan.gov

SCHEDULE A – STATEMENT OF WORK

Section 1.3. A. – The below requirements are hereby added as item 1. in Section 1.3. A. and titled MDOC Provided Training:

1. MDOC Provided Training

    a. Contractor and/or subcontractor staff, as applicable, providing services under the MDOC contract are required to complete MDOC training prior to providing services or entering into MDOC facilities. The training assigned will be specific to Contractor worksite, level of offender contact, and the services provided under the Contract. Contact the MDOC Contract Manager or designee with any questions concerning MDOC training.

    b. Contractor and/or subcontractor staff must complete MDOC provided training annually before the end of training year. (The State's training year is October 1st through September 30th.)

    c. Contractor and/or subcontractor staff must annually review and accept the MDOC Vendor Rules and Regulations document as one of the training requirements. (See Section 4.10.)

    d. Any contractor staff and/or subcontractor staff who do not complete training by the annual September 30th training deadline may have their permission to provide contract deliverables revoked, as determined by the Program Manager or designee.

Section 1.3. E. – The below requirement is hereby added as 1. in Section 1.3. E.:

1. Respiratory Medical Clearance – The Contractor is responsible for obtaining and maintaining the OSHA Respiratory Medical Clearance, Pulmonary Function Test (PFT) if deemed necessary, and the fit testing for each of Contractor's staff employee at the cost of the Contractor for all employees working in a correctional facility. The Contractor is responsible for maintaining records and must have records available for MDOC review upon request.

Section 1.3. AA. – The below requirements are hereby added as Section 1.3. AA.:

AA. American Disabilities Act

1. The Contractor must comply with the Americans with Disabilities Act (ADA) and the Rehabilitation Act and must notify the designated MDOC Program Manager or designee within 24 hours of any request for reasonable accommodation for an offender.

2. The Contractor must comply with the Americans with Disabilities Act (ADA) and the Rehabilitation Act and must notify the designated MDOC PMCD Contract Manager or designee within 24 hours of any request for reasonable accommodation made by Contractor's staff, including temporary and subcontractor staff.
3. Please Note: All reasonable accommodation aids, services, and equipment needed for Contractor's staff, including temporary and subcontractor staff, is to be provided by the Contractor.

Section 1.3. BB. – The below requirement is hereby added as 1.3. BB.:

BB. The Contractor must provide contract services to transgender and gender non-conforming offenders.

Section 8.1 Invoice Requirements is replaced with the following language:

All invoices submitted to the State must include: (a) date; (b) delivery order number; (c) test kit quantity; (d) description of the Contract Activities; (e) unit price; (f) vendor-generated invoice number (g) total price (h) event id and (I) type of test. Overtime, holiday pay, and travel expenses will not be paid.

As a general policy, invoices must be forwarded to the MDHHS Bureau of Finance and Accounting at MDHHS-CPU@michigan.gov by the 30th day of the following month.

i. Contractor agrees that if Contractor receives reimbursement from any third-party payor and/or the Program for COVID-19 testing services provided to a patient, Contractor will issue the State a credit in amount of reimbursement Contractor received from the third-party payor or the Program up to, but not exceeding, the amount the State paid to Contractor for COVID-19 testing services for each such patient.

ii. Any credit issued for COVID-19 testing services or for the Daily Site Fee may be referred to as a "Contractor Credit." The State and Contactor agree that (i) any and all Contractor Credits will be used for future COVID-19 testing services, (ii) on a monthly basis, Contractor shall perform a reconciliation of the payments it received from the S State with the amount of any reimbursement received from third-party payors and the Program to determine if any Contractor Credit should be issued, and, if Contractor so determines, Contractor shall issue a Contractor Credit within 30 days of the end of each month, and (iii) each Contractor Credit will be reduced by an amount equal to Contractor's administrative fees associated with its claims processing services (up to and including appeals of any claim denials) and Contractor Credit reconciliations.

iii. Contractor agrees that under no circumstances shall Contractor seek, charge, or accept payment from any patient as a deductible, co-payment or any other fee or charge.

STATE OF MICHIGAN
PROCUREMENT

Section 10. – The attached two Service Level Agreements are added to Section 10. Service Level Agreements as Metrics 4 and 5 for MDOC only.

Metric 4: Responsiveness to Corrective Action Plan Requests
Definition and Purpose
The State requires that the contractor must confirm receipt and submit their plan of action in response to any Corrective Action Plan Request within the timeframe outlined in the request as outlined in Schedule A, Statement of Work, Section 11. (Procurement, Monitoring, and Compliance Division). If the MDOC Contract Manager or Contract Monitor provides a written pre-approval of an alternate submission date, the Service Credit may not apply.
Data Source:
1. Corrective Action Plan Request. 2. Corrective Action Plan confirmation of receipt. 3. Corrective Action Plan response/plan of action. 4. Written pre-approval of an alternative submission date. 5. Internal MDOC correspondence with Program Area staff. 6. Additional correspondence with Contractor.
Methodology:
Reconcile and review Data Sources 1-6 as needed.
Acceptable Standard:
The Acceptable Standard is 100% compliance.
Service Level Credit:
A credit of $500.00 per day may be assessed for each business day that the Contractor fails to submit their plan of action by the deadline stated in the Corrective Action Plan Request. Extenuating circumstances will be reviewed by the MDOC Contract 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 of Michigan. Payments made directly to the State of Michigan shall be completed within 10 calendar days upon demand.

Metric 5: Reoccurring or Unresolved Corrective Action Plan Requests
Definition and Purpose:
The State requires that the Contractor must cure, at no additional cost to the State, any deficiency identified in a Corrective Action Plan Request as outlined in Schedule A, Statement of Work, Section 11. (Procurement, Monitoring, and Compliance Division). The Plan of Action must include a solution that resolves the issue so that it does not reoccur.
Data Source:
1. Corrective Action Plan Request. 2. Corrective Action Plan Response/Plan of Action. 3. Corrective Action Plan Implementation Documentation. 4. Documentation of non-compliant contract activities. 5. Notification to the Contractor of non-compliant contract activities. 6. Internal MDOC correspondence with Program Area staff. 7. Additional correspondence with Contractor.
Methodology:
Reconcile and review Data Sources 1-7 to determine if there are reoccurring or unresolved contract deficiencies.

Acceptable Standard:
The Acceptable Standard is 100% compliance. Reoccurring or unresolved contract deficiencies are unacceptable.
Service Level Credit:
The following credits per occurrence will be assessed for any identified contract deficiency addressed in a Corrective Action Plan that is reoccurring or unresolved. Occurrence 1 Amount: $500.00 Additional service credits may be assessed for each additional occurrence: Occurrence 2 Amount: $1,000.00 Occurrence 3 Amount: $2,000.00 Extenuating circumstances will be reviewed by the MDOC Contract 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 of Michigan. Payments made directly to the State of Michigan shall be completed within 10 calendar days upon demand.

Section 11. – The below requirements are hereby added as Section 11. in Schedule A:

11. Procurement, Monitoring and Compliance Division

A. The Procurement, Monitoring, and Compliance Division (PMCD) provides oversight of MDOC contracts and ensures contractors are delivering services according to contract requirements. The Contract Manager or assigned Contract Monitor will serve as the lead for all contract related issues. They will ensure the contractual requirements are being met through monitoring activities such as: scheduling kick off meetings, developing monitoring plans, managing service level agreements and transition timelines, and partnering with the MDOC program manager to ensure deliverables are met.

B. Should any issue(s) arise with a contractor's performance, PMCD is engaged to document the issue(s) and may pursue a model of progressive discipline that leverages tools such as meetings, Corrective Action Plan Requests, and Vendor Performance letters. When a Corrective Action Plan Request is issued, the State requires that the Contractor confirm receipt and submit their Plan of Action within the timeframe outlined in the request. The State also requires that the Contractor must cure, at no additional cost to the State, any deficiency identified in a Corrective Action Plan Request. The Plan of Action must include a solution that resolves the issue so that it does not reoccur.

C. PMCD utilizes a progressive correction process for unsatisfactory vendor performance. PMCD reserves the right to utilize any of its contract compliance tools to address contract deficiency(cies) whether progressive or not. PMCD will utilize corrective action tools according to the significance of the contract deficiency.

SCHEDULE B - PRICING

Table 1C:

Correctional Facilities (excluding Detroit Detention Center) – Testing Site Services * **Contractor must have MDOC prior approval for any event greater than 10 hours.**		
Team Size	**Total Site Fee**	**Upper Peninsula Total Site Fee**
2 Staff for up to a 10-hr event	$1,625.00	$1,450.00
3-4 Staff for up to a 10-hr event	$3,269.00	$2,850.00
5-7 Staff for up to a 10-hr event	$4,750.00	N/A
8-10 Staff for up to a 10-hr event	$6,512.00	N/A
11-15 Staff for up to a 10-hr event	$9,500.00	N/A

Table 1C-a:

Detroit Detention Center Only* **	
Team Size	**Total Site Fee**
1 Staff per an 8-hr event	$850.00
2 Staff per an 8-hr event	$1,600.00
3-4 Staff per an 8-hr event	$2,994.00
5-7 Staff per an 8-hr event	$4,197.00
8-10 Staff per an 8-hr event	$5,521.00
11-15 Staff per an 8-hr event	$7,995.00

*** MDOC performs the prep work ahead of the test date, such as compiling lists of those to be tested, running labels, and in some instances, MDOC staff helps with swabbing. The Team Size needed will be coordinated between the MDOC Program Manager or designee and the Contractor based on number of tests to be conducted that day for a particular facility. Price also includes Personnel Protection Equipment to be provided by the Contractor at Testing Sites.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**

to

Contract Number **220000000930**

CONTRACTOR	
	Honu Management Group LLC
	12615 E Mission Avenue Suite 101
	Spokane Valley, WA 99216
	Devin Thornton
	206-484-9181
	devin@honumg.com
	VS0155821

STATE			
	Program Manager	Various	MDHHS
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY

COVID 19 – TESTING KITS, TESTING SERVICES & DIAGNOSTIC SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2022	September 30, 2025	2 - 1 Year	September 30, 2025

PAYMENT TERMS	DELIVERY TIMEFRAME
NET45	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$20,000,000.00	$13,000,000.00	$33,000,000.00

DESCRIPTION

Effective April 11, 2023, this Contract is hereby increased by $13,000,000 and the attached Statement of Work is incorporated. 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 April 11, 2023.

Vendor Over-the counter COVID-19 Test Distribution

MDHHS is planning to provide over the counter COVID-19 test kits to vendors to be distributed at MDHHS sponsored testing locations.

An individual may receive up to 2 COVID-19 self-test kits to take home from participating locations and are not required to be tested at the site to be eligible to receive kits. MDHHS vendors will be asked to print and provide a 1-pager describing the OTC process and what to do based on different test results (which also includes links to federal sources of free COVID-19 test kits) and collect demographic information related to test distribution. Data to be provided to MDHHS on a monthly basis.

Questions asked during registration will include:

1. # Of test kits being picked up:
    a. 1
    b. 2

2. Reason for obtaining tests (check all that apply):
    a. OTC tests are unavailable for purchase at local store
    b. OTC tests are too expensive to purchase
    c. Symptomatic
    d. Known exposure
    e. Requirement for work/school
    f. Preparing for gathering with individuals [who may be high risk for severe disease]
    g. Prefer not to answer

3. Is this a repeat pick-up or first time?
    a. First time
    b. Repeat

4. Who will tests be used on?
    a. Self
    b. Household member
    c. Friend/Family outside the home
    d. Prefer not to answer

5. Demographics – race, ethnicity, age, zip code

6. If you had COVID-19 symptoms and did not have an at-home test kit, how likely is it you would go outside of the home to get tested?
    a. Very likely
    b. Not likely
    c. Prefer not to answer

7. my test results will help me make changes in my daily habits by (check all that apply):
    a. If positive, my results will inform me to take additional precautions to keep myself and others healthy and/or seek medical care.
    b. If negative, my test results will give me confidence in interacting with people and living my daily life.
    c. My test results will not affect my behavior
    d. None of these apply
    e. Prefer not to answer

For NEIGHBORHOOD TESTING SITES ONLY, the following questions will also be asked to inform other program development:

To help us improve on services offered at this location and other similar locations, please provide answers to the following questions:

1. Please check the additional health services you or your family member would use at this site if available:
    - Blood pressure screening
    - Cholesterol screening
    - Diabetes screening
    - Immunizations (i.e., Influenza, HPV, Tdap Td, MMR, etc.)
    - Influenza testing
    - Mental and behavioral health screening
    - Mobile dentistry
    - Mobile mammograms
    - Prefer not to answer

2. Please check the counseling services you or a family member would use at this site if available:
    - Domestic Violence counseling
    - Financial health counseling
    - Mental health counseling
    - Substance Use Disorder (tobacco, drugs and alcohol) counseling
    - Prefer not to answer
3. Please check the resource referrals you or a family member would use at this site if available:
    - Childcare resources
    - Education resources (GED, financial management)
    - Food resources
    - Housing resources
    - Primary care provider (PCP) resources
    - Transportation resources
    - Prefer not to answer

Initial test kit allocations are calculated by total tests across site type for the month of March + 10% to account for individuals seeking test kits only with no on-site testing. MDHHS will evaluate distribution qtys monthly to adjust based on presented need.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
MDOC	Brad Purves	517-335-2248	PurvesB@michigan.gov
MDOC	Stacey Stinson	517-780-6795	StinsonS@michigan.gov
MDOC	Jessica Savoie	906-495-5045	SavoieJ1@michigan.gov
MDHHS	Leonard Uller	313-600-7621	ullerl@michigan.gov
MDHHS	Joseph Coyle	517-284-4915	CoyleJ@michigan.gov

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**

to

Contract Number **220000000930**

CONTRACTOR	
	Honu Management Group LLC
	12615 E Mission Avenue Suite 101
	Spokane Valley, WA 99216
	Devin Thornton
	206-484-9181
	devin@honumg.com
	VS0155821

STATE			
	Program Manager	Various	MDHHS
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY

COVID 19 – TESTING KITS, TESTING SERVICES & DIAGNOSTIC SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2022	September 30, 2025	2 - 1 Year	September 30, 2025

PAYMENT TERMS	DELIVERY TIMEFRAME
NET45	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$20,000,000.00	$0.00	$20,000,000.00

DESCRIPTION

Effective 10/1/22, the attached Schedule A - Statement of Work, COVID-19 Telehealth Pilot is added to the Contract. 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
MDOC	Brad Purves	517-335-2248	PurvesB@michigan.gov
MDOC	Stacey Stinson	517-780-6795	StinsonS@michigan.gov
MDOC	Jessica Savoie	906-495-5045	SavoieJ1@michigan.gov
MDHHS	Leonard Uller	313-600-7621	ullerl@michigan.gov
MDHHS	Joseph Coyle	517-284-4915	CoyleJ@michigan.gov

COVID-19 Telehealth Pilot

July 21, 2022

Options for outpatient therapies for individuals with mild-to-moderate COVID-19 have become increasingly available since December 2021. These therapies include oral antiviral medications. Early access to these medications helps with faster recovery and decreased risk of hospitalization. The Michigan Department of Health and Human Services (MDHHS) has worked to provide access to these no cost medications for individuals who have tested positive for COVID-19. However, not everyone has the same level of access to health care providers.

What is the telehealth pilot?

Telehealth is a proven form of health care that extends easy access to health care services. This pilot provides no-cost telehealth services to some established COVID-19 testing sites. This will allow sites to be part of the Test to Treat program and serve the ultimate goal of ensuring rapid access to no-cost COVID-19 oral antiviral medications for individuals who are at high-risk for complications from COVID-19.

Data has shown that early access to COVID-19 medications helps individuals recover faster and reduce chances of developing severe symptoms that may require hospitalization. COVID-19 treatments are most effective at preventing severe illness when taken as soon as symptoms start. This pilot may allow people with limited access to a health care provider the ability to be evaluated and educated on steps they can take to help decrease the spread of disease and care for their symptoms.

What criteria were used to choose the telehealth sites for this pilot?

Offering telehealth services in established neighborhood and community testing locations will provide a venue for individuals to access a health assessment and medications in one visit. The criteria used to select communities that could benefit from telehealth services include:

- High Social Vulnerability Index.
- A high percentage of people over age 50 tested at the identified site.
- Locations in rural populations with limited access to sites outside of emergency departments.
- Sites with a high testing throughput (high number of daily visitors).

Facilities that participate in the pilot program will be provided technology, equipment and support needed (internet already available on site) to access the telehealth services, along with support from the staff at MDHHS involved in this pilot. The goal of this pilot is to integrate the telehealth services without any disruption to the current testing process in place.

Who is eligible for telehealth services?

Anyone who tests positive at the testing site can utilize the telehealth services. The health care provider will talk to the positive individual. Through a confidential conversation reviewing health history and current medications, the provider will determine whether the individual is eligible for the medication.

There are many COVID-19 treatment options available. Individuals who are at high-risk of developing severe symptoms from COVID-19 infection are encouraged to discuss the available treatments with the health care provider.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**

to

Contract Number **220000000930**

CONTRACTOR	
	Honu Management Group LLC
	12615 E Mission Avenue Suite 101
	Spokane Valley, WA 99216
	Devin Thornton
	206-484-9181
	devin@honumg.com
	VS0155821

STATE			
	Program Manager	Various	MDHHS
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY			
COVID 19 – TESTING KITS, TESTING SERVICES & DIAGNOSTIC SERVICES			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
October 1, 2022	September 30, 2025	2 - 1 Year	September 30, 2025
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
NET45		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ PRC	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		N/A
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$20,000,000.00	$0.00		$20,000,000.00	

DESCRIPTION

Effective 7/13/22, the attached Schedule A - Statement of Work hereby replaces the previous version and the following Program Managers are added.

MDOC Program Managers
1. MDOC-Health Care, Brad Purves, 517-335-2248, PurvesB@michigan.gov
2. MDOC-Correctional Facilities Administration (CFA)-Southern Region, Stacy Stinson, 517-780-6795, StinsonS@michigan.gov
3. MDOC-Correctional Facilities Administration (CFA)-Northern Region, Jessica Savoie, 906-495-5045, SavoieJ1@michigan.gov

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

Schedule A – Statement of Work

Section 1.3 Michigan Department of Corrections (MDOC) Requirements

A. Contractor must provide specimen collection teams to perform specimen collection for inmates, staff, and/or visitors at the identified MDOC facilities set forth in Exhibit 2, as requested and coordinated by the MDOC Program Manager or designee. Specimen collection teams must include properly trained personnel to meet MDOC's testing needs as set forth in this Contract. The Contractor must ensure its specimen collection staff be adequately trained on proper collection techniques and the collections process. Specimen collection may be performed by Contractor personnel or MDOC personnel and/or prisoners or visitors may be allowed to perform self-swabbing as approved by the MDOC Program Manager or designee and appropriate guidelines. All Contractor staff must complete MDOC required training and facility-based training at the direction of MDOC prior to entering an MDOC correctional facility.

M. The Contractor must set up MDOC with three accounts, one for staff, one for inmates, and one for visitors.

i. Access to the staff accounts will be limited to MDOC Human Resource (HR) personnel.
ii. Access to the inmate accounts will be limited to the Director of Nursing for the facility and identified facility healthcare staff.
iii. Access to the visitor accounts will be limited to the facility Warden or designee (to be determined by each facility).

N. Contractor must report timely and accurate test results to MDOC.

i. Contractor must make results available within the Contractor's online portal for each account within 48 hours for PCR test results and 24 hours for antigen test results being confirmed.
ii. In addition, individual staff results must be sent to the staff members secured email account, if the email is provided to Contractor.
iii. Individual visitor results must be sent to the visitor either via text message or email as requested by the visitor.

P. Contractor must provide daily reports to MDOC leadership documenting number of specimens collected and number of tests performed. This should be filtered by staff, inmate, and visitor specimens.

U. MDOC shall obtain all necessary consents from MDOC staff and inmates to obtain COVID-19 testing and authorizations for Laboratory to release COVID-19 test results to MDOC as required under applicable federal and state laws and regulations.

Z. The Contractor must require visitors at identified correctional facilities to complete the MDOC COVID-19 General Waiver and Release of Liability for In-Person Visiting form. After completion, the Contractor must review the form to verify visitors do not indicate COVID symptoms and then perform a temperature check prior to specimen collection. The Contractor's staff must notify MDOC staff if a visitor has symptoms, a temperature, or a positive result. **Upon notification, MDOC staff will handle the denial of all visits.**

Section 4.10. Vendor Rules and Regulations (formerly known as the Vendor Handbook)
The Contractor will require all contractual staff, including temporary and subcontractor staff, working inside an MDOC correctional facility to review and verify acceptance of the MDOC Vendor Rules and Regulations upon award of Contract. The purpose of the MDOC Vendor Rules and Regulations is to provide the Contractor with general information regarding basic requirements of providing services to the MDOC and provide notice of work rules. Any revisions to the document will be provided to the Contractor throughout the Contract period, and all contractual staff, including temporary and subcontractor staff, must comply with all documentation provided. The Contractor must maintain copies of their staff's completion certificates for auditing purposes.

Section 8.2 MDOC Invoice Requirements

Invoices must be submitted to the MDOC for all reported test results. Invoices must include:

I. Vendor-generated invoice number
II. State Department Name
III. Collection
IV. Collection Location
V. Total Number of Tests
VI. Type of Test (PCR or Antigen)
VII. Unit Price
VIII. Delivery Order Number
IX. Total employee tests and type of test (if applicable)
X. Total prisoner tests and type of test (if applicable)
XI. Total visitor tests and type of test (if applicable)

Invoices must be emailed to MDOC-Accounting@michigan.gov by the 30th day of the following month.

Section 10. Service Level Agreements (Michigan Department of Corrections) – Metric 2 "Invoicing":

Metric 2: Invoicing
Definition and Purpose
As required in section 8.2 of the contract, invoices must be submitted to the MDOC for all reported test results. Invoices must include: I. Vendor-generated invoice number II. State Department Name III. Collection Date, IV. Collection Location, V. Total Number of Tests VI. Type of test (PCR or Antigen) VII. Unit Price VIII. Delivery Order number IX. Total employee tests and type of test (if applicable) X. Total prisoner tests and type of test (if applicable) XI. Total visitor tests and type of test (if applicable) Invoices must be emailed to MDOC-Accounting@michigan.gov by the 30th day of the following month.
Data Source:
1. Monthly Contractor Invoices 2. MDOC-Accounting@michigan.gov email.
Methodology:
Monthly, the MDOC will review data sources 1 and 2 to verify that invoices were submitted timely and include all required components in each submitted monthly invoice.
Acceptable Standard:
The Acceptable Standard is 100% compliance.
Amount for Failing to Meet the Standard

A $5,000.00 credit will be applied per occurrence, that the Contractor fails to submit a timely and complete invoice that meets the requirements stated in section 8.2 of the contract.

Extenuating circumstances will be reviewed by the MDOC Contract 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 of Michigan. Payments made directly to the State of Michigan shall be completed within 10 calendar days upon demand.

STATE OF MICHIGAN PROCUREMENT

Department of Technology, Management & Budget
320 S. Walnut St., Lansing, Michigan 48913
PO Box 30026, Lansing Michigan 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **220000000930**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	
	Honu Management Group, LLC
	12615 E Mission Avenue Suite 101
	Spokane Valley, WA 99216
	Devin Thornton
	206-484-9181
	Devin@HonuMG.com
	VS0155821

STATE			
	Program Manager	Various	MDHHS
	Contract Administrator	Marissa Gove	DTMB
		517-449-8952	
		Govem1@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: COVID 19 – Testing Kits, Testing Services & Diagnostic Services			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
October 1, 2022	September 30, 2025	2 – 1 Year	
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Payment Request (PRC) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: This Contract agreement is awarded on the basis of the State's inquiry bearing solicitation number 220000000650. Orders for delivery will be issued directly by the Department through a Delivery Order (DO).			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			**$20,000,000.00**

Program Managers
for
Multi-Agency & Statewide Contracts

	AGENCY	NAME	PHONE	EMAIL
1	MDHHS	Joseph Coyle	517-284-4915	coylej@michigan.gov
2	MDHHS	Leonard Uller	313-600-7621	ullerl@mi365.gov

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Honu Management Group, LLC ("**Contractor**"), a limited liability company. This Contract is effective on October 1, 2022 ("**Effective Date**"), and unless terminated, expires on September 30, 2025.

This Contract may be renewed for up to two (2) additional one (1) 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. **Definitions.** For the purposes of this Contract, the following terms have the following meanings:

   "**Accept**" has the meaning set forth in **Section 20**.

   "**Acceptance**" has the meaning set forth in **Section 20**.

   "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of a Person.

   "**Allegedly Infringing Materials**" has the meaning set forth in **Section 33**.

   "**Business Day**" means a day other than a Saturday, Sunday or other day on which the State is authorized or required by Law to be closed for business.

   "Business Owner" is the individual appointed by the agency buyer to (a) act as the agency's representative in all matters relating to the Contract, and (b) co-sign off on notice of Acceptance. The Business Owner will be identified in the Statement of Work.

   "**Change**" has the meaning set forth in **Section 5**.

   "**Change Notice**" has the meaning set forth in **Section 5**.

   "**Change Proposal**" has the meaning set forth in **Section 5**.

   "**Change Request**" has the meaning set forth in **Section 5**.

   "**Confidential Information**" has the meaning set forth in **Section 38.a**.

   "**Configuration**" means State-specific changes made to the Software without Source Code or structural data model changes occurring.

   "**Contract**" has the meaning set forth in the preamble.

   "**Contract Activities**" includes the Services, Deliverables, delivery of commodities, or other contractual requirements set forth in **Schedule A – Statement of Work**, including any subsequent Statement(s) of Work, that the

Contractor agrees to provide, and the State agrees to purchase pursuant to the terms of this Contract.

"**Contract Administrator**" is the individual appointed by each party to (a) administer the terms of this Contract, and (b) approve any Change Notices under this Contract. Each party's Contract Administrator will be identified in the Statement of Work.

"**Contractor**" has the meaning set forth in the preamble.

"**Contractor's Bid Response**" means the Contractor's proposal submitted in response to the State's requests to obtain Contract Activities.

"**Contractor Personnel**" means all employees of Contractor or any Permitted Subcontractors involved in the performance of Services hereunder.

"**Deliverables**" means all materials, including, but not limited to Software, Documentation, written materials and commodities, that Contractor is required to or otherwise does provide to the State under this Contract and otherwise in connection with any Services, including all items specifically identified as Deliverables in **Schedule A - Statement of Work**.

"**Dispute Resolution Procedure**" has the meaning set forth in **Section 55**.

"**Documentation**" means all generally available documentation relating to the Software, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Software or Hosted Services (as defined in **Schedule E**), including any functionality, testing, operation or use thereof.

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

"**Effective Date**" has the meaning set forth in the preamble.

"**Fees**" means collectively all fees collected by the Contractor pursuant to the terms of this Contract.

"**Financial Audit Period**" has the meaning set forth in **Section 42**.

"**Force Majeure**" has the meaning set forth in **Section 54**.

"**HIPAA**" has the meaning set forth in **Section 47**.

"**Intellectual Property Rights**" means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the associated goodwill; (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

“**Key Personnel**” means any Contractor Personnel identified as key personnel in **Schedule A** – **Statement of Work**.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

“**Loss or Losses**” means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“**Maintenance Release**” means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Contractor may generally provide to its licensees from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software.

“**New Version**” means any new version of the Software that the Contractor may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Contractor's designation of a new version number.

“**PAT**” means a document or product accessibility template, including any Information Technology Industry Council Voluntary Product Accessibility Template or VPAT®, that specifies how information and software products, such as websites, applications, software and associated content, conform to WCAG 2.0 Level AA.

“**Permitted Subcontractor**” has the meaning set forth in **Section 13**.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

“**Pricing**” means any and all fees, rates and prices payable under this Contract, including pursuant to any Schedule or Exhibit hereto.

“**Pricing Schedule**” means the schedule attached as **Schedule B**, setting forth the Fees, rates and Pricing payable under this Contract.

“**Program Manager**” is the individual appointed by each party to (a) monitor and coordinate the day-to-day activities of this Contract, and (b) for the State, to co-sign off on its notice of Acceptance of the Deliverables. Each party’s Program Manager will be identified in the Statement of Work.

“**Representatives**” means a party's employees, officers, directors, partners, shareholders, agents, attorneys, successors and permitted assigns.

“**RFP**” means the State’s request designed to solicit responses for Contract Activities under this Contract.

"**Software**" means Contractor's software set forth in the Statement of Work, and any Maintenance Releases or New Versions provided to the State and any Configurations made by or for the State pursuant to this Contract, and all copies of the foregoing permitted under this Contract and the License Agreement.

"**Services**" means any of the services Contractor is required to or otherwise does provide under this Contract, **Schedule A** - Statement of Work, **Schedule C** - Software Terms for On-site Hosting (if applicable), and **Schedule D** – Contractor Hosted Software and Services (if applicable).

"**Source Code**" means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

"**Site**" means the physical location designated by the State in, or in accordance with, this Contract or the Statement of Work for delivery or installation of the Contract Activities.

"**State**" means the State of Michigan.

"**State Data**" has the meaning set forth in **Section 37.a**.

"**State Materials**" means all materials and information, including equipment, documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract.

"**Statement of Work**" means any statement of work entered into by the parties and attached as a schedule to this Contract. The initial Statement of Work is attached as **Schedule A**, and subsequent Statements of Work shall be sequentially identified and attached as Schedules A-1, A-2, A-3, etc.

"**Stop Work Order**" has the meaning set forth in **Section 27**.

"**Term**" has the meaning set forth in the preamble.

"**Third Party**" means any Person other than the State or Contractor.

"**Transition Period**" has the meaning set forth in **Section 31**.

"**Transition Responsibilities**" has the meaning set forth in **Section 31**.

"**Unauthorized Removal**" has the meaning set forth in **Section 15**.

"**Unauthorized Removal Credit**" has the meaning set forth in **Section 15**.

"**Warranty Period**" means the period set forth in Schedule A, the Statement of Work, commencing on the date of acceptance of all Deliverables purchased pursuant to the terms of this Contract.

"**WCAG 2.0 Level AA**" means level AA of the World Wide Web Consortium Web Content Accessibility Guidelines version 2.0.

"**Work Product**" means all State-specific deliverables that Contractor is required to, or otherwise does, provide to the State under this Contract including but not limited to written materials, computer scripts, software configuration, software customization, APIs, macros, user interfaces, reports, project management documents, forms, templates, and other State-specific documents and related materials together with all ideas, concepts, processes, and methodologies developed in connection with this Contract whether or not embodied in this Contract. Work Product does not include software

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

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

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

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

3. **Statement(s) of Work.** Contractor shall provide the Contract Activities pursuant to Statements of Work entered into under this Contract. No Statement of Work shall be effective unless signed by each party's Contract Administrator. The term of each Statement of Work shall commence on the parties' full execution of the Statement of Work and terminate when the parties

have fully performed their obligations. The terms and conditions of this Contract will apply at all times to any Statements of Work entered into by the parties and attached as a schedule to this Contract. The State shall have the right to terminate such Statement of Work as set forth in **Sections 28** and **29** Contractor acknowledges that time is of the essence with respect to Contractor's obligations under each Statement of Work and agrees that prompt and timely performance of all such obligations in accordance with this Contract and the Statements of Work is strictly required.

4. **Statement of Work Requirements.** Each Statement of Work may include the following: (a) names and contact information for Contractor's Contract Administrator, Program Manager and Key Personnel; (b) names and contact information for the State's Contract Administrator, Program Manager and Business Owner; (c) a detailed description of the Services to be provided under this Contract, including any training obligations of Contractor; (d) a detailed description of the Deliverables to be provided under this Contract; (e) a description of all liquidated damages associated with this Contract, if any; and (f) a detailed description of all State Resources, if any, required to complete the Implementation Plan, if such a Plan is necessary.

5. **Change Control Process.** The State may at any time request in writing (each, a "Change Request") changes to the Statement of Work, including changes to the Contract Activities (each, a "Change"). Upon the State's submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this **Section 5**. No Change will be effective until the parties have executed a Change Notice. Except as the State may request in its Change Request or otherwise in writing, Contractor must continue to perform its obligations in accordance with the Statement of Work pending negotiation and execution of a Change Notice. Contractor will use its best efforts to limit any delays or Fee increases from any Change to those necessary to perform the Change in accordance with the applicable Change Notice. Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. However, the State will be under no obligation to approve or otherwise respond to a Change Request initiated by Contractor.

6. **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:
Marissa Gove **320 S. Walnut St** **Lansing, MI 48933** **Govem1@michigan.gov** **517-449-8952**	**David Williamson** **573-999-2082** **David@HonuMG.com**

7. **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.

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

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: $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.
Automobile Liability Insurance	
Minimum Limits: $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.

Required Limits	Additional Requirements
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: $500,000 Each Accident $500,000 Each Employee by Disease $500,000 Aggregate Disease	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimum Limits: $1,000,000 Each Occurrence $1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

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

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

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

9. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of .5% 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.

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

10. **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.

    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.

11. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

12. **Intellectual Property Rights.** Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Work Product produced as part of the Contract Activities, and all associated intellectual property rights, if any. In general, Work Product constitutes works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Work Product, 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 Work Product, including all intellectual property rights therein. Contractor also irrevocably waives any and all claims Contractor may have now or hereafter have in any jurisdiction to so called "moral rights" or rights of *droit moral* with respect to the Work Product. If Contract Activities includes the purchase or use of software, such purchase,

use, or access to Software shall be subject to **Schedules B** and **C** or **D** of this Contract.

13. **Subcontracting.** Contractor will not, without the prior written approval of the State, which consent may be given or withheld in the State's sole discretion, engage any Third Party to perform Services. The State's approval of any such Third Party (each approved Third Party, a "**Permitted Subcontractor**") does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will: (a) be responsible and liable for the acts and omissions of each such Permitted Subcontractor (including such Permitted Subcontractor's employees who, to the extent providing Services or Deliverables, shall be deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor or its employees; (b) name the State a third party beneficiary under Contractor's Contract with each Permitted Subcontractor with respect to the Services; (c) be responsible for all fees and expenses payable to, by or on behalf of each Permitted Subcontractor in connection with this Contract, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits; and (d) notify the State of the location of the Permitted Subcontractor and indicate if it is located within the continental United States.

14. **Staffing.** Contractor is solely responsible for all Contractor Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits. The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

15. **Key Personnel.** If, in the sole discretion of the State, Key Personnel are required to complete the Contract Activities, such Key Personnel shall be identified in **Schedule A - Statement of Work**. The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Program Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

    Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable

control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under **Section 28**.

It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal.

Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 28**, Contractor will issue to the State an amount equal to $5,000 per individual (each, an "**Unauthorized Removal Credit**").

Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.

16. **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.

17. **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.

18. **Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members;

(d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

19. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in **Schedule A**.

20. **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 28**, 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.

21. **Delivery.** 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.

22. **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.

23. **Reserved.**

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

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

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

25. **Payment Disputes.** The State may withhold from payment any and all payments and amounts the State disputes in good faith, pending resolution of such dispute, provided that the State: (a) timely renders all payments and amounts that are not in dispute; notifies Contractor of the dispute prior to the due date for payment, specifying in such notice: (i) the amount in dispute; and (ii) the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by the parties; (b) works with Contractor in good faith to resolve the dispute promptly; and (c) promptly pays any amount determined to be payable by resolution of the dispute.

    Contractor shall not withhold any Contract Activities or fail to perform any obligation hereunder by reason of the State's good faith withholding of any

payment or amount in accordance with this **Section 25** or any dispute arising therefrom.

26. **Liquidated Damages.** In addition to any applicable service level credits or applicable Unauthorized Removal Credits, other liquidated damages, if applicable, will be assessed as described in Schedule A.

27. **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.

28. **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 Public Interest, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 24**, Termination for Public Interest.

    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.

29. **Termination for Public Interest**. 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 31**, Transition Responsibilities. If the State terminates this Contract for public interest, the State will pay all reasonable

costs, as determined by the State, for State approved Transition Responsibilities.

30. **Effect of Termination.** Upon and after the termination or expiration of this Contract or one or more Statements of Work for any or no reason: (a) Contractor will be obligated to perform all Transition Responsibilities specified in **Section 31**; (b) all licenses granted to Contractor in State Data will immediately and automatically also terminate. Contractor must promptly return to the State all State Data not required by Contractor for its Transition Responsibilities, if any; (c) Contractor will: (i) return to the State all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information; (ii) permanently erase the State's Confidential Information from its computer systems; and (iii) certify in writing to the State that it has complied with the requirements of this **Section 30** in each case to the extent such materials are not required by Contractor for Transition Responsibilities, if any.

31. **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 90calendar 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.

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

real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

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

33. **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.

34. **Limitation of Liability and Disclaimer of Damages.** THE STATE WILL NOT BE LIABLE, 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 FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES. 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.

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

36. **Reserved.**

37. **State Data.**

    a. **Ownership.** The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.

    b. **Contractor Use of State Data.** Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.

c. **Extraction of State Data.** Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.

d. **Backup and Recovery of State Data.** Unless otherwise specified in Schedule A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Schedule A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.

e. **Loss or Compromise of Data.** In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future

occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this **Section 37** are to be considered direct damages and not consequential damages. This Section survives termination or expiration of this Contract.

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

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

b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who

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

c. **Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

d. **Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

e. **Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party’s possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State’s legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor’s Confidential Information will be destroyed after the retention period expires.

39. Data Privacy and Information Security.

a. **Undertaking by Contractor.** Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.

b. **Audit by Contractor.** No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.

c. **Right of Audit by the State.** Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

d. **Audit Findings.** Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

e. **State's Right to Termination for Deficiencies.** The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

40. Reserved.

41. Reserved.

42. Records Maintenance, Inspection, Examination, and Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension

("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

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

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

43. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes;(h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under **Section 28**, Termination for Cause. If Contract Activities includes purchase, use, or access to software, Contractor must agree to additional Warranties and Representations found in **Schedules B** or **D** of this Contract, as applicable.

44. **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.

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

46. Accessibility Requirements.

a. All Software provided by Contractor under this Contract, including associated content and documentation, must conform to WCAG 2.0 Level AA. Contractor must provide a description of conformance with WCAG 2.0 Level AA specifications by providing a completed PAT for each product provided under the Contract. At a minimum, Contractor must comply with the WCAG 2.0 Level AA conformance claims it made to the State, including the level of conformance provided in any PAT. Throughout the Term of the Contract, Contractor must:

   i. Maintain compliance with WCAG 2.0 Level AA and meet or exceed the level of conformance provided in its written materials, including the level of conformance provided in each PAT;

   ii. Comply with plans and timelines approved by the State to achieve conformance in the event of any deficiencies;

   iii. Ensure that no Maintenance Release, New Version, update or patch, when properly installed in accordance with this Contract, will have any adverse effect on the conformance of Contractor's Software to WCAG 2.0 Level AA;

   iv. Promptly respond to and resolve any complaint the State receives regarding accessibility of Contractor's Software;

   v. Upon the State's written request, provide evidence of compliance with this Section by delivering to the State Contractor's most current PAT for each product provided under the Contract; and

   vi. Participate in the State of Michigan Digital Standards Review described below.

b. State of Michigan Digital Standards Review. Contractor must assist the State, at no additional cost, with development, completion, and on-going maintenance of an accessibility plan, which requires Contractor, upon request from the State, to submit evidence to the State to validate Contractor's accessibility and compliance with WCAG 2.0 Level AA. Prior to the solution going-live and thereafter on an annual basis, or as otherwise required by the State, re-assessment of accessibility may be required. At no additional cost, Contractor must remediate all issues identified from any assessment of accessibility pursuant to plans and timelines that are approved in writing by the State.

c. Warranty. Contractor warrants that all WCAG 2.0 Level AA conformance claims made by Contractor pursuant to this Contract, including all information provided in any PAT Contractor provides to the State, are true and correct. If the State determines such conformance claims provided by the Contractor represent a higher level of conformance than what is actually provided to the State, Contractor will, at its sole cost and expense, promptly remediate its Software to align with Contractor's stated WCAG 2.0 Level AA conformance claims in accordance with plans and timelines that are approved in writing by the State. If Contractor is unable to resolve such issues in a manner acceptable to the State, in addition to all other remedies available to the State, the State may terminate this Contract for cause under **Section 28**.

d. Contractor must, without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorney's fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State arising out of its failure to comply with the foregoing accessibility standards.

e. Failure to comply with the requirements in this Section will constitute a material breach of this Contract.

47. **HIPPA Compliance.** The State and Contractor must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA.

48. **Reserved.**

49. **Reserved.**

50. **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.

51. **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.

52. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue

in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

53. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

54. **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.

55. **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.

56. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance.

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

58. **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:

Name	Description
Schedule A	**Statement of Work**

Name	Description
Schedule B	**Pricing and Fees**
Schedule E (as applicable)	**Data Security Requirements**
Exhibit 1 to Schedule E (as applicable)	**Contractor's Disaster Recovery Plan**
Schedule F (as applicable)	**Federal Provisions Addendum**
Schedule G	**HIPAA Business Associate Agreement**
Exhibit 1	**List of approved antigen tests and evaluation criteria**
Exhibit 2	**Michigan Department of Corrections (MDOC) Facility Listing**
Exhibit 3	**MDOC Vendor Handbook**
Exhibit 4	**MDOC PREA Standards**

59. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule E – Data Security Requirements; (c) third, Schedule A – Statement of Work as of the Effective Date; and (d) fourth, the remaining schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO 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 SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

60. **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.

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

62. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

63. **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.

SCHEDULE A - STATEMENT OF WORK CONTRACT ACTIVITIES

COVID 19 – Testing Kits, Testing Services & Diagnostic Services

BACKGROUND

The purpose of this Contract is to provide COVID-19 test collection kits, testing services and diagnostic lab testing capacity to support the State of Michigan COVID-19 testing efforts.

COVID-19 Test Collection Kits:

The State of Michigan is seeking vendors to provide the following types of test kits:

1. SARS-CoV-2 antigen diagnostic testing kits
2. Over-the-counter/at-home SARS-CoV-2 diagnostic test kits

Kits must meet the requirements outlined in Exhibit 1.

COVID-19 Test Settings:

The State of Michigan will contract with vendors to provide test collection kits, testing services, and diagnostic lab testing capacity in state-sponsored test collection settings. There are nine site setting-types (site types) the state has generalized for the purposes of this contract. They include:

1. Homebound Testing
2. Community-Based Mobile Clinics
3. Neighborhood Testing Sites
4. Seasonal Agricultural Workers
5. Shelters, Transient Communities, Other Vulnerable Populations
6. Medium to Large Testing Sites
7. Welcome Centers and Airports
8. Schools and Universities
9. Confinement Facilities (prisons, jails, juvenile detention facilities)

Further details on each site type are below:

1. Homebound Testing:
   i) Contractor must be responsible for testing population of homebound individuals, that could be up to 90,000 individuals, including those who reside in the Upper Peninsula and remote locations.
   ii) Contractor must work closely with local health departments and MDHHS to determine required number of staff per team and how many tests each team can provide. This is likely to change given the location in the state.

iii) Contractor must closely coordinate homebound testing with local health departments and MDHHS on any changes to homebound testing work.
iv) Contractor must schedule homebound testing appointments, manage routing, and other logistics to ensure the integrity of the testing sample through transport. Contractor must create routes that ensure testing is equitably distributed to individuals requiring in-home testing.
    (1) Contractor must provide detailed information on their approach for planning, mapping, creating homebound testing routes.
    (2) Contractor must abide when local health departments and MDHHS specify high priority populations or areas that must be tested first.
v) Contractor must demonstrate experience, understanding and proficiency in working with vulnerable populations in a homebound environment.

2. Community-Based Mobile Clinics
    i) Contractor must provide staffing necessary to support mobile clinics in community settings (churches, community centers, recreation centers, etc.). This could include both clinics indoors and outdoors.
    ii) Contractor must be prepared to administer 100 tests up to 600 tests per day at mobile clinic sites.
        (1) Contractor must be prepared for clinics to run up to seven days a week.
        (2) Contractor must be prepared for clinics to run concurrently. Clinics may total up to 25 per day
    iii) Contractor must closely coordinate with the local health departments, MDHHS, and community-based sites, including assisting with planning, scheduling, outreaching, and other tasks.
    iv) This site type strategy may also include providing clinics with indigenous communities.

3. Neighborhood Testing Sites
    i) Contractor will be responsible for testing clinics at approximately 22 Neighborhood Testing sites, administering 100-600 tests per day.
    ii) Contractor must collaborate with local health departments for routing and logistics.
    iii) Contractor must attend to specific needs for administering care for vulnerable populations in neighborhood settings.
    iv) Contractor must demonstrate experience, understanding and proficiency in working with vulnerable populations in neighborhood settings.

4. Seasonal Agricultural Workers
    i) Contractor will be responsible for testing at selected sites for seasonal agricultural workers.
        (1) Clinics may range in size from 100 tests up to 600 tests per day.
        (2) Clinic locations will vary depending on the season and where workers are located.

ii) Contractor must collaborate with local health departments, federally qualified health care centers, and other community partners for routing and logistics.
iii) Contractor must partner with MDARD and other appropriate organizations for a seasonal agricultural worker community engagement strategy.
iv) Contractor must attend to specific needs for administering care for vulnerable seasonal agricultural worker populations.
v) Contractor must demonstrate experience, understanding and proficiency in working with vulnerable populations seasonal agricultural worker.

5. Shelters, Transient Communities, Other Vulnerable Populations
   i) Contractor responsible for providing testing at selected shelters and within transient communities. Contractor must provide routine testing clinics at set shelters. Clinics will range in size from 25 tests up to 300 tests per day.
   ii) Contractor must also provide tests for those in permanent supportive housing, homeless encampments, other locations that provide services to transient individuals, and other clinics or locations that provide services to other vulnerable communities. Clinics will range in size from 25 tests up to 300 tests per day.
   iii) Contractor must collaborate with local health departments, shelters, and other community partners for routing and logistics.
   iv) Contractor must partner with site partners and appropriate community-based organizations for a community engagement strategy.
   v) Contractor must attend to specific needs for administering care for those in shelters, transient communities, and other vulnerable populations.
   vi) Contractor must demonstrate experience, understanding and proficiency in working with those in shelters, transient communities, and other vulnerable populations.

6. Medium to Large Testing Sites
   i) Contractor must provide staffing support for medium to large testing sites currently being run by local health departments, cities, and other jurisdictions.
   ii) Contractor must coordinate closely with local health departments or partner to determine exact staffing needs for each clinic. Clinics may range from 500 tests up to 3000 tests per day. Clinics may run up to seven days a week and contractor will need to provide staffing for up to at least 20 concurrent clinics.
   iii) Contractor must closely coordinate with the local health departments and community-based site, including assisting with planning, scheduling, outreaching, and other tasks.

7. Welcome Centers and Airports

i) Contractor will be responsible for providing testing at Michigan Welcome Centers (in trailers or other movable testing sites at larger rest areas located on Michigan highways) and airports (in public areas like baggage claim).
ii) Contractor must be prepared to administer 100 tests up to 600 tests per day at travel sites.
iii) Contractor must collaborate with relevant airports, Michigan Department of Transportation, and local health departments for routing and logistics.

8. Schools and Universities
   i) Contractor must provide staffing necessary to support mobile clinics in K-12 schools and universities. This could include both clinics indoors and outdoors.
   ii) Contractor must be prepared to administer 100 tests up to 600 tests per day at mobile clinic sites.
      (1) Contractor must be prepared for clinics to run up to seven days a week.
      (2) Contractor must be prepared for clinics to run concurrently.
   iii) Contractor must closely coordinate with the local health departments, MDHHS, MDE and education partners, including assisting with planning, scheduling, outreaching, and other tasks.

9. Confinement Facilities - Prisons, jails, juvenile detention facilities
   Michigan seeks a Contractor(s) capable of conducting COVID-19 testing services in one or many of these settings across the state. Contractor may also be responsible for rapid response to provide testing at locations when outbreaks occur, working with state and local government to rearrange the prior schedule to accommodate these emergent needs. Testing is expected to serve on average 2,000 to 6,000 individuals per day statewide, across as few as one or as many as 15+ locations, depending on the site types being bid and awarded.

SCOPE:

Test Kits: Provide SARS-CoV-2 antigen diagnostic testing kits and over-the-counter/at-home SARS-CoV-2 diagnostic test kits. Kits must meet the requirements outlined in Exhibit 1.

Testing Services: Provide all personnel, equipment, supplies, etc. to accomplish the following requirements for an initial term of 3 years, with 2, 1-year options to renew at the sole discretion of the State.

General Requirements

1.1. General Requirements for Provision of Test Kits

Contractors must meet the following requirements for testing kits:

A. The Contractor must supply the State of Michigan COVID-19 diagnostic test kits along with home testing kits that meet the requirements in Exhibit 1, as specified in Schedule B.

B. Testing kits must be delivered to the warehouse within 7 business days of ordering the test kits. If unable to meet this deadline, must provide written reason why test kits will not be delivered timely.

C. Test kits sent to MDHHS MUST have an expiration date that is at least 4 months from the date of delivery. Test kits with an approved expiration date extension from the FDA may be sent to MDHHS with the approval of MDHHS and this information MUST be disclosed prior to an order being placed with the vendor. FDA extension documentation must be provided to MDHHS at the time of inquiry. MDHHS reserves the right to refuse test kit delivery if this information is not shared at the time of inquiry/ordering and if kits are delivered with less than 4 months shelf-life remaining on them.

1.2. General Requirements for Testing Services

Contractor must meet the following requirements for any testing services:

A. The Contractor must maintain a Clinical Laboratory Improvement Amendments (CLIA) high complexity license using tests and tools that are approved for use under the Food and Drug Administration (FDA) Emergency Use Authorizations and is performed under the appropriate CLIA certification level.

B. The Contractor must provide all COVID-19 test collection supplies, including PPE. The Contractor must provide point-of-care SARS-CoV-2 antigen diagnostic testing kits for all individuals presenting for testing and PCR test swabs for confirmatory testing. SARS-CoV-2 antigen diagnostic testing kits should meet the requirements outlined in Exhibit 1.

C. Contractor must provide specimen collection teams to perform specimen collection testing services for the State. Specimen collection teams will include all appropriate personnel to meet testing needs as set forth in this Contract. All specimen collection staff are required to be trained on proper collection techniques and the collections process. All specimen collection is to be performed by Contractor personnel as determined by the Program Manager or Designee.

D. The Contractor must provide shipping materials to return collected samples or a courier service to pick up collected materials.

E. The Contractor must use its best efforts to perform all COVID-19 test diagnostics within 48 hours for PCR tests or 24 hours for antigen tests of receipt of patient specimens.

F. The Contractor must provide all laboratory equipment and diagnostic supplies to maintain a specimen run rate as defined on the Delivery Order (DO).

G. The Contractor must provide results to patients within 24 hours after completion of testing.

H. The Contractor must deliver all lab results to the Michigan Disease Surveillance System (MDSS) within 24 hours after completion of testing via standardized HL7 v.2.5.1 compliant transactional electronic laboratory Revised 5/03/2016 reports (ELR). ELR must be sent via a qualified Health Information Exchange in the State of Michigan (such as MIHIN). The ELR must also be in conformance with Michigan's standard for ELR submissions to the MDSS which can be found at https://michiganhealthit.org/public-health/mdss/

I. Reported lab results must include:
   i. Date of sample collection
   ii. Location of sample collection
   iii. The patient's full name
   iv. The patient's residential address, including street, city, village or township, county, and zip code
   v. The patient's telephone number
   vi. The patient's date of birth (or age)
   vii. The patient's sex
   viii. The patient's race/ethnicity
   ix. The name of the disease, infection, or condition reported and date of onset if known

J. Tests collected from individuals in government custody shall also provide:
   i. Prisoner ID
   ii. Facility

K. The Contractor must bill the State of Michigan at the rate defined in Schedule B – Pricing for all patients.

L. Contractor must continue to provide supplies and testing capacity until the time period on the Delivery Order (DO) expires. Please note, timeframes for service(s) will be listed on all DO documents issued for service. The State may extend this agreement with a seven-day notice.

1.3. Michigan Department of Corrections (MDOC) Requirements

Testing services for confinement facilities must meet the following requirements:

A. Contractor must provide specimen collection teams to perform specimen collection for both inmates and staff at the MDOC facilities set forth in

Exhibit 2, as requested and coordinated by the MDOC Program Manager or designee. Specimen collection teams must include properly trained personnel to meet MDOC's testing needs as set forth in this Contract. The Contractor must ensure its specimen collection staff be adequately trained on proper collection techniques and the collections process. Specimen collection may be performed by contractor personnel or staff and/or prisoners may be allowed to perform self-swabbing as approved by the MDOC Program Manager or designee and appropriate guidelines. All contractor staff must complete MDOC required training and facility-based training at the direction of MDOC prior to entering an MDOC correctional facility.

B. The Contractor must provide adequate staff at each site to perform testing services, as determined by the MDOC Program Manager or designee. The MDOC Program Manager will work with the Contractor to determine the number of staff needed per facility.

C. All Contractor staff must be Law Enforcement Information Network (LEIN) and background check cleared by MDOC before entering the facility. Any staff that have not been LEIN and background cleared will not be approved for entry.

D. Contractor must provide all specimen collection materials necessary to perform a shallow nasal swab. All Covid-19 test kits will be nasal swab, unless otherwise specified in the Delivery Order. The MDOC Program Manager or designee may purchase antigen test kits from the Contractor as needed.

E. Contractor must provide all required PPE, including a particulate respirator mask (N95), gloves, impermeable gown/coveralls and eye protection (face shield or goggles), for Contractor personnel to perform the specimen collection.

F. Contractor must provide a courier service and shipping materials to ensure return of PCR specimens to the appropriate Contractor laboratory facility unless otherwise agreed upon with the requesting State Department's Program Manager.

G. The Contractor must process samples and provide lab results for PCR tests within 48 hours of receipt and antigen tests within 24 hours. The Contractor's laboratory must be available 24/7 to process test kits.

H. The Contractor must provide all laboratory equipment and diagnostic supplies to perform all testing. Upon the State's request, the Contractor must also provide bar coding scanners (USB scanners) at MDOC location(s) at no additional cost.

I. Contractor must develop a testing schedule in partnership with MDOC. This testing schedule must include testing at all identified MDOC facilities, at a minimum of once per week. Some facilities may require additional testing coverage as determined by the MDOC Program Manager or designee. Facilities may be added or removed at the direction of MDOC. Any site additions to the testing schedule will require a 10-day notice to Contractor so that Contractor can adjust staff, provide adequate collection supplies and obtain any necessary specimen collection permits required by the state or county.

J. Testing start dates may be staggered across regions to allow time for a proper scaling of resources.

K. All lab results must be delivered to the Michigan Disease Surveillance System (MDSS) within 24 hours of testing via standardized HL7 v.2.5.1 compliant transactional electronic laboratory reports (ELR). All lab results must be delivered to the Contractor's web-based portal within 24 hours after completion of testing. ELR must be sent via a qualified Health Information Exchange in the State of Michigan (such as Michigan Health Information Network (MiHIN)). The ELR must also be in conformance with Michigan's standard for ELR submissions to the MDSS which can be found at https://michiganhealthit.org/public-health/mdss/

L. The Contractor must perform all Covid-19 PCR test diagnostics within 48 hours of receipt of patient specimens in Contractor's laboratory facility.
   i. Daily MDOC can prioritize an aggregate of 50 specimens as priority. These specimens are required to be resulted within 48 hours upon receipt in Contractor's laboratory facility. Any of these 50 daily priority specimens not resulted within these 48 hours will be processed at no charge.

M. The Contractor must set up MDOC with two accounts, one for staff and one for inmates.
   i. Access to the staff accounts must be limited to MDOC HR personnel
   ii. Access to the inmate accounts must be limited to the Director of Nursing for the facility and identified facility healthcare staff.

N. Contractor must report timely and accurate test results to MDOC.
   i. Contractor must make results available within the Contractor's online portal for each account within 48 hours for PCR test results and 24 hours for antigen test results being confirmed.
   ii. In addition, individual staff results must be sent to the staff members secured email account, if the email is provided to Contractor.

O. All facility accounts must roll up to a general administrative account for all MDOC facilities.

P. Contractor must provide daily reports to MDOC leadership documenting number of specimens collected and number of tests performed. This should be filtered by staff and inmate specimens.

Q. Contractor must continue to provide supplies and testing capacity through the term of the Contract,

R. Contractor must report results individually to the testing facilities either by fax, email or secure portal.

S. The Results must be sortable by facility, date, and have the ability to be exported to an .xls or csv. file format. The export must contain all of the data fields required for MDSS reporting and include the Prisoner number as the middle name. Results must include:
   i. Date of sample collection
   ii. Location of sample collection
   iii. The patient's full name
   iv. The patient's residential address, including street, city, village or township, county, and zip code
   v. The patient's telephone number
   vi. The patient's date of birth (or age)
   vii. The patient's sex
   viii. The patient's race/ethnicity
   ix. The name of the disease, infection, or condition reported and date of onset if known

T. Tests collected from individuals in government custody must also provide:
   i. Prisoner ID
   ii. Facility

U. MDOC shall obtain from its staff and inmates all necessary consents to obtain COVID-19 testing and authorizations for Laboratory to release COVID-19 test results to MDOC as required under applicable federal and state laws and regulations.

V. Contractor must perform specimen collection and resulting/reporting services for visual read antigen testing upon request from MDOC. This request will be a part of the testing schedule. Antigen test kits and devices (if required) may be provided by the State. All other requirements remain the same.

W. Steps for reporting/resulting of test results of the visual read antigen test will be determined by mutual agreement of MDOC Program Manager or designee and the Contractor.

X. Contractor must test its staff for Covid-19 with an antigen test, each day worked, with results received and reviewed prior to entering the MDOC correctional facilities. Any staff with a positive result will not be allowed to enter the facility for a minimum of 10 calendar days from the date of the positive result or 10 calendar days from the onset of symptoms, whichever is later. For staff who test positive, specifically for the purpose of this requirement, MDOC may waive daily testing for up to 90 calendar days from a positive result or 90 calendar days from the onset of symptoms, whichever is later. MDOC will not waive the daily testing when positive results were received from a source prior to the Contractor working under the terms of this contract.

Y. Contractor must provide training via webinar for individuals to learn how to administer the test.

Information Technology (IT) Requirements

1.4. Specific Standards

IT Policies, Standards and Procedures (PSP)

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this RFP must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.

Public IT Policies, Standards and Procedures (PSP):

https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html

Acceptable Use Policy

To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see: https://www.michigan.gov/documents/dtmb/1340.00.130.02_Acceptable_Use_of_Information_Technology_Standard_685341_7.pdf. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

SOM Digital Standards

All software items provided by the Contractor must adhere to the State of Michigan Application/Site Standards which can be found at www.michigan.gov/standards.

Mobile Responsiveness

The Contractor's Solution must utilize responsive design practices to ensure the application is accessible via a mobile device.

ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Contractor's proposed Solution, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Contractor complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution. http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621

1.5. User Type and Capacity

Development teams must accommodate the latest browser versions (including mobile browsers) as well as some pre-existing browsers. To ensure that users with older browsers are still able to access online services, applications must, at a minimum, display and function correctly in standards-compliant browsers and the state standard browser without the use of special plugins or extensions. The rules used to base the minimum browser requirements include:

- Over 2% of site traffic, measured using Sessions or Visitors (or)
- The current browser identified and approved as the State of Michigan standard

This information can be found at www.michigan.gov/browserstats. Please use the most recent calendar quarter to determine browser statistics. For those browsers with over 2% of site traffic, except Internet Explorer which requires support for at minimum version 11, the current browser version as well as the previous two major versions must be supported. Contractor must support the current and future State standard environment at no additional cost to the State.

Type of User	Access Type	Number of Users	Number of Concurrent Users
State of Michigan - Authorized User	Report Access	15	15
Public Authorized User	Read Only Access for Personal Access Only	40,000	10,000

Contractor must be able to meet the expected number of concurrent Users listed above.

1.6. End-User Operating Environment

The SOM environment is X86 VMware, IBM Power VM and Oracle VM, with supporting enterprise storage monitoring and management.

The software must run under commonly used web browsers. At a minimum the software must support Internet Explorer v11 or higher, or Edge, Chrome v71 or higher, Firefox v62 or higher, and Safari v12 or higher for iOS operating systems. Contractor must support the current and future State standard environment at no additional cost to the State.

1.7. Secure Web Application Standard

Contractor's solution must meet the State's Secure Application Development Standards as mandated by the State.

Secure Application Development Life Cycle (SADLC)

Contractor is required to meet the State's Secure Application Development Life Cycle requirements that include:

A. Security Accreditation

Contractor is required to complete the State Security Accreditation process for the solution.

B. Application Scanning

i. On-Premise solutions

The State may scan the application using its application scanning tools. Contractor must provide the resources, at its sole expense, to complete any analysis remediation and validation required by the results of the scan.

ii. Externally hosted solutions

Contractor is required to grant the right to the State to scan either the application code or a deployed version of the solution; or in lieu of the State performing a scan, Contractor will provide the State a vulnerabilities assessment after Contractor has used a State approved application scanning tool. These scans must be completed and provided to the State on a regular basis or at least for each major release.

For COTS or vendor owned applications, Contractor, at its sole expense, must provide resources to complete the scanning and to complete the analysis, remediation and validation of vulnerabilities identified by the scan as required by the State Secure Web Application Standards.

Types of scanning and remediation may include the following types of scans and activities.

- Dynamic Scanning for vulnerabilities, analysis, remediation, and validation

- Static Scanning for vulnerabilities, analysis, remediation and validation
- Third Party and/or Open-Source Scanning for vulnerabilities, analysis, remediation and validation

C. Infrastructure Scanning

i. On-Premise solutions

The State may scan the application using its infrastructure scanning tools and remediate infrastructure vulnerabilities internally.

ii. Externally hosted solutions

A Contractor providing Hosted Services must scan the infrastructure at least once every 30 days and provide the scan's assessment to the State in a format that can be uploaded by the State and used to track the remediation.

2. Service Requirements

2.1. Timeframes

Testing Kits must be delivered within 7 business days from receipt of order. The receipt of order date is pursuant to the **Notices** section of the Standard Contract Terms.

3. Acceptance

3.1. Acceptance, Inspection, and Testing

The State will consider orders for testing services as accepted when test results are available in the Contractor's portal and properly submitted into the Michigan Disease Surveillance System.

Test Kits - Signing for the delivery does not constitute acceptance. Acceptance occurs when the State has verified the requested quantities are delivered in the requested time frame, product is verified to conform to the specifications of the contract, and the quantities are verified with the delivery order and shipper.

If delivered products do not meet the specifications of this contract or the proposed brand, the State is entitled to 100% refund of costs.

Refunds must not be limited to return time frames or warranties set by the Contractor. The State may return any quantities for full refund of costs or replacement products at the discretion of the State. Deficiencies in the deliverables are determined solely at the discretion of the State.

4. Staffing

4.1. Contractor Representative

The Contractor must appoint one person, an Account Manager, who will be specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning a new Contractor Representative.

Contractor Representative:

David Williamson
david@honumg.com
573-999-2082

4.2. Contract Administrator

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

State:	Contractor:
Marissa Gove **320 S. Walnut St** **Lansing, MI 48933** **Govem1@michigan.gov** **517-449-8952**	**Kristen Brayer** **12615 E Mission Ave Suite 101** **Spokane Valley WA 99216** **kristen@honumg.com** **480-216-0354**

4.3. 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:
Michigan Department of Health and Human Services: **Joseph Coyle** **517-284-4915** **coylej@michigan.gov** **Leonard Uller** **313-600-7621** **ullerl@mi365.gov**	**David Williamson** **david@honumg.com** **573-999-2082**

4.4. Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to contact the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8:00 am to 5:00 pm EST.

Customer Service Toll-Free Number:

Honu PCR Helpline: (855) 873-6996

Honu ANTIGEN Helpline: (866) 809-8282

MDOC Helpline: (877) 255-2260

4.5. Work Hours

The Contractor must 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, weekend and holiday hours depending on the requirements of the project.

4.6. 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 48 hours.

A. The Contractor must identify all Key Personnel that will be assigned to this contract in the table below which includes the following:

1. Name and title of staff that will be designated as Key Personnel.
2. Key Personnel years of experience in the current classification.
3. Identify which of the required key personnel positions they are fulfilling.
4. Key Personnel's roles and responsibilities, as they relate to this RFP, if the Contractor is successful in being awarded the Contract. Descriptions of roles should be functional and not just by title.
5. Identify if each Key Personnel is a direct, subcontract, or contract employee.
6. Identify if each Key Personnel staff member is employed full-time (FT), part-time (PT) or temporary (T), including consultants used for the purpose of providing information for the proposal.
7. List each Key Personnel staff member's length of employment or affiliation with the Contractor's organization.
8. Identify each Key Personnel's percentage of work time devoted to this Contract.
9. Identify where each Key Personnel staff member will be physically located (city and state) during the Contract performance.

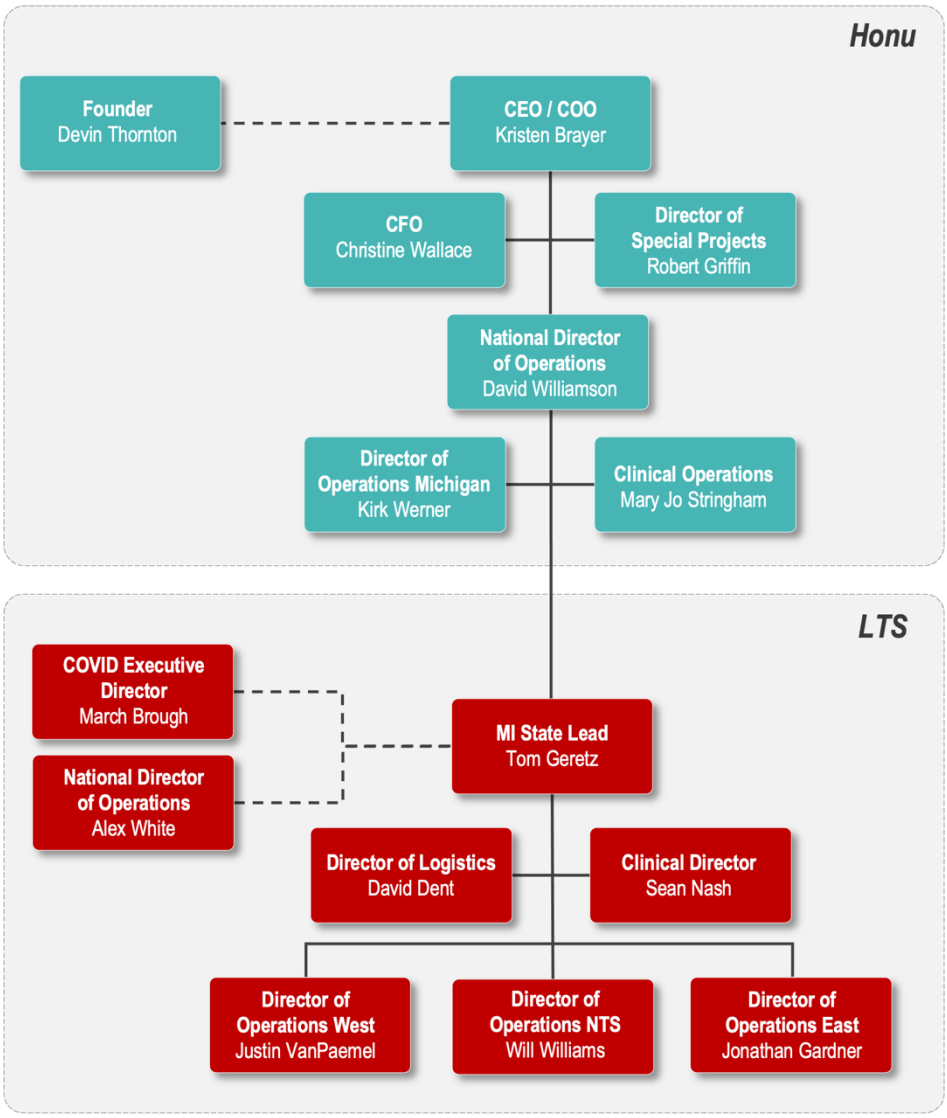
1. Name	2. Role(s) / Responsibilities	3. Direct / Subcontract/ Contract	4. % of Work Time	5. Physical Location
Kristen Brayer	CEO / COO	Direct	FT	Phoenix, AZ
Devin Thornton	Honu Founder	Direct	FT	Spokane,WA
Christine Wallace	CFO	Direct	FT	Las Vegas, NV

1. Name	2. Role(s) / Responsibilities	3. Direct / Subcontract/ Contract	4. % of Work Time	5. Physical Location
David Williamson	National Director of Operations	Direct	FT	Palm Desert, CA
Kirk Werner	Director of Operations - MI	Direct	FT	Detroit, MI
Robert Griffin	Director of Special Projects	Direct	FT	Detroit, MI
Mary Jo Stringham	Clinical Operations	Direct	FT	Roscommon, MI
Marc Brough	Program Director	Subcontract	FT	Columbus, OH
Alex White	National Director of Operations	Subcontract	FT	Los Angeles, CA
Tom Geretz	Michigan State Lead	Subcontract	FT	Columbus, OH
Jon Gardner	Director of Operations (East)	Subcontract	FT	Detroit, MI
Justin VanPaemel	Director of Operations (West)	Subcontract	FT	Grand Rapids, MI
Terranfus (Will) Williams	Director of Operations (NTS)	Subcontract	FT	Detroit, MI
Sean Nash	Clinical Director	Subcontract	FT	Detroit, MI
David Dent	Logistics Director	Subcontract	FT	Detroit, MI

4.7. Organizational Chart

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

Contractor's Organizational Chart:



4.8. Disclosure of Subcontractors

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

- The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor.
- Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- **Geographically Disadvantaged Business Enterprise Sub-Contractors:**

If Contractors plan to utilize subcontractors to perform more than 20% of the deliverables under this contract, at least 20% of that subcontracted work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor will submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they will complete, the total amount estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If Contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships will not be an approved reason for this.)

Contractor's Subcontractor:	
The legal business name, address, telephone number of the subcontractor(s).	LongView International Technology Solutions, Inc. (dba LTS) 12902 Worldgate Drive, Suite 300 Herndon, VA 20170 (703) 657-5511
The relationship of the subcontractor to the Bidder.	Subcontractor
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	Facility site management, clinical oversight, patient registration, reporting

4.9. Security

The Contractor will be subject the following security procedures:
Contractor must review the Data Security requirements set forth in Schedule E – Data Security Requirements. Contractor must note any exceptions to the security requirements by redlining Schedule E – Data Security Requirements.

4.10. MDOC Vendor Handbook

The Contractor will require all its employees working inside an MDOC correctional facility to read and sign the MDOC Vendor Handbook (Exhibit 3) upon award of Contract. The purpose of the MDOC Vendor Handbook is to provide the Contractor with general information regarding basic requirements of working within the MDOC, provide notice of work rules, and consequences of rule violations. The Contractor must provide copies of each signed Employee

Acknowledgement to the MDOC's Contract Monitor or designee at the completion of the employee's orientation.

4.11. MDOC - Prison Rape Elimination Act of 2003 (PREA), 42 U.S.C. § 15601

A. The Contractor and the Contractor Personnel must comply with the Final Rule implementing PREA, all applicable PREA standards (Exhibit 4) and the agency's policies. The Contractor and Contractor Personnel must make itself familiar with and at all times must observe and comply with all PREA regulations that in any manner affect the performance under this Contract. Failure to comply with the PREA standards and related polices of the MDOC will be considered a breach of contract and may result in termination of the contract.

B. Contract Personnel who may have contact with prisoners must complete PREA training prior to entrance in any MDOC Facility and any other training as determined by the MDOC. Upon completion, Contractor Personnel must submit a signed memorandum to the Contract Administrator documenting completion of the training and date of completion.

C. As is deemed necessary, the State's 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.

4.12. MDOC Security Requirements

The Contractor/subcontractor and any staff assigned to this contract 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. Not under investigation or under disciplinary action of the Michigan Department of Licensing and Regulatory Affairs.

D. 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.

E. 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.

F. Has not been civilly or administratively adjudicated to have engaged in the activity described in Number E. above.

G. The MDOC may investigate the Contractor/subcontractor's personnel before they may have access to MDOC facilities and systems. The scope of the background check is at the discretion of the MDOC and the results will be used to determine Contractor/Subcontractor's personnel eligibility for working within MDOC facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and the Law Enforcement Information Network (LEIN) and may include the National Crime Information Center (NCIC). Proposed Contractor/subcontractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Fingerprint Check. Any request for background checks will be initiated by the MDOC and will be reasonably related to the type of work requested.

H. The Contractor/subcontractor's personnel must be LEIN cleared and received written approval from the MDOC's Program Manager and Contract Manager initially and annually by MDOC prior to any work with MDOC offenders. Any Contractor/subcontractor staff with an identified felony conviction must receive approval through the MDOC Deputy Director or designee.

I. A completed LEIN Information Form for each staff assigned to the contract must be sent to the MDOC-IntegratedCare-LEINS@michigan.gov and approved by MDOC prior to Contractor/subcontractor's personnel working with MDOC offenders and annually following approval. There is no cost associated with the LEIN. The LEIN form will be provided to the Contractor.

J. The Contractor/subcontractor must document if a Contractor/subcontractor's personnel assigned to the Contract is related to or acquainted with an offender incarcerated and under the jurisdiction of the MDOC. For Contractor/subcontractor's personnel who are related to or acquainted with an offender, the Contractor/subcontractor's staff member must complete the Offender Contact Disclosure for Contractors form and submit it to the MDOC Program Manager or designee. The Contractor must ensure its personnel and subcontractor's personnel complete the form and notify the MDOC Program Manager of any changes throughout the contract term.

K. The Contractor/subcontractor’s personnel will be required to enter State facilities. The State may require the Contractor/subcontractor’s personnel to wear State-issued identification badges.

L. The Contractor/subcontractor’s personnel must anticipate delays when visiting any correctional facility due to issues within the facility.

M. 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. 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.

N. The MDOC reserves the right to deny access to any correctional facility to anyone who fails to comply with any applicable State, Federal, or local law, ordinance or regulation or whose presence may compromise the security of the facility, its offenders, or staff. Weapons, alcoholic beverages, poison, and prescription drugs and controlled substances without written certification of needs from a licensed physician (does not include medical supplies for the facility), cellular devices, cameras, and audio or visual recording devices are prohibited from being brought into all MDOC correctional facilities. Tobacco products and smoking also are prohibited both inside a correctional facility and on facility grounds except as specifically authorized by MDOC policy. Wardens may prohibit other items from being brought into their respective correctional facilities.

O. Security is the facility’s first priority and the Contractor/subcontractor and its personnel must be responsive and respectful of these needs.

P. The Contractor/subcontractor and its personnel must comply with and cooperate with all correctional facility rules, procedures and processes as well as State and federal laws. Contractor/subcontractor personnel must ensure that they are complying with all facility rules and regulations including, but not limited to, dress code and items allowed to be possessed.

Q. The Contractor/subcontractor personnel must follow the facility entry, exit, manifest process, including the following:

I. The Contractor/subcontractor personnel will receive an orientation and training by the MDOC on security, procedures, etc., inside the correctional facility. The Contractor must maintain a copy of the Contractor/subcontractor personnel's training certificates in the appropriate file for auditing purposes.
II. The Contractor/subcontractor personnel must follow all MDOC rules, procedures and security processes at all times.
III. The Contractor must ensure that all Contractor/subcontractor personnel working in a correctional facility are familiar and in compliance with the necessary routines and increased awareness of working inside a facility. Working inside the facility requires that the Contractor/subcontractor personnel develop positive and cooperative relationships with MDOC facility staff.
IV. The Contractor/subcontractor personnel must report any concerns, issues, or rule violations to the MDOC facility staff immediately.
V. 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.
VI. The Contractor/subcontractor personnel must defer to MDOC correctional facility staff for directions. The Contractor/subcontractor personnel must remember they are a guest in the facility and that security is the first priority of the facility.

5. Project Management

5.1. Project Plan

The Contractor will carry out this project under the direction and control of the Program Manager. Within 30 calendar days of the Effective Date, the Contractor must submit a final project plan to the Program Manager for approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, timeline, and resources required.

5.2. Reporting

The Contractor must submit to the State the following reports including specifications listed in Section 1.1. and 1.2.:

A. Test Kit and Lab Result Reports
B. Contractors operating in Confinement Facilities must provide daily reports to MDOC leadership documenting number of specimens collected and number of tests performed. This should be filtered by staff and inmate specimens.

C. Other reports as requested by the State.

6. Pricing

6.1. Price Term

Pricing is firm for the entire length of the Contract.

6.2. Price Changes

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

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

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

7. Ordering

7.1. Authorizing Document

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

8. Invoice and Payment

8.1. Invoice Requirements

MDHHS Invoice Requirements:

All invoices submitted to the State must include: (a) date; (b) delivery order number; (c) test kit quantity; (d) description of the Contract Activities; (e) unit price; (f) vendor-generated invoice number (g) total price (h) event id and (I) type of test. Overtime, holiday pay, and travel expenses will not be paid.

As a general policy, invoices must be forwarded to the MDHHS Bureau of Finance and Accounting at MDHHS-CPU@michigan.gov by the 30th day of the following month.

i) For each patient, Contractor shall request whether the patient has insurance. If the patient states that he or she does not have insurance, Contract shall bill the appropriate HRSA CARES act Fund based on funding availability. If HRSA funding becomes unavailable and then resumes accepting claims based on funding availability, the Contractor will resume billing the HRSA COVID-19

Uninsured Program and Coverage Assistance Fund directly for cost of antigen test kits. The Contractor will reimburse the State of Michigan for 100% of the reimbursement amount if HRSA funding resumes accepting claims available for any testing that occurred during the period starting March 23, 2022, when HRSA COVID-19 Uninsured Program and Coverage Assistance Fund was unfunded. If the patient states that he or she has insurance, Contractor shall obtain the insurance information from the patient.

ii) If a patient attests that he or she does not have insurance, Contractor agrees to participate in the federal COVID-19 Claims Reimbursement Program (the "Program") and to submit a claim for reimbursement for COVID-19 testing services provided to such patient to the Program as HRSA CARES funding is available. If a patient provides Contractor with insurance information, Contractor will directly bill all third-party insurance, including Medicare, Medicaid and private health insurance, for the COVID-19 testing services.

iii) Contractor agrees that if Contractor receives reimbursement from any third-party payor and/or the Program for COVID-19 testing services provided to a patient, Contractor will issue the State a credit in amount of reimbursement Contractor received from the third-party payor or the Program up to, but not exceeding, the amount the State paid to Contractor for COVID-19 testing services for each such patient.

iv) Any credit issued for COVID-19 testing services or for the Daily Site Fee may be referred to as a "Contractor Credit." The State and Contactor agree that (i) any and all Contractor Credits will be used for future COVID-19 testing services, (ii) on a monthly basis, Contractor shall perform a reconciliation of the payments it received from the S State with the amount of any reimbursement received from third-party payors and the Program to determine if any Contractor Credit should be issued, and, if Contractor so determines, Contractor shall issue a Contractor Credit within 30 days of the end of each month, and (iii) each Contractor Credit will be reduced by an amount equal to Contractor's administrative fees associated with its claims processing services (up to and including appeals of any claim denials) and Contractor Credit reconciliations.

v) Contractor agrees that under no circumstances shall Contractor seek, charge, or accept payment from any patient as a deductible, co-payment or any other fee or charge.

8.2. MDOC Invoice Requirements: Invoices must be submitted to the MDOC for all reported test results. Invoices must include:

I. Vendor-generated invoice number
II. State Department Name
III. Collection Date,
IV. Collection Location,
V. Total Number of Tests
VI. Type of test (PCR or Antigen)
VII. Unit Price
VIII. Delivery Order number

IX. Total employee tests and type of test
X. Total prisoner tests and type of test

Invoices must be emailed to MDOCAP@michigan.gov by the 30th day of the following month.

8.3. All other Invoices must be sent to requesting State Department or Requestor after test results are reported. Invoices must include:

I. Collection Date,
II. Collection Location,
III. Total Number of Tests
IV. Type of test (PCR or Antigen)
V. State Department Name and Requestor and
VI. Delivery Order number

8.4. Payment Methods

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

9. Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of $5,000 and an additional $100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

10. Service-Level Agreements (SLA)

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.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Timely Test Result Deliveries	
Definition and Purpose	All lab results must be delivered to the MDSS within 24 hours after completion of testing.
Acceptable Standard	All lab results must be delivered to the Michigan Disease Surveillance System (MDSS) within 24 hours after completion of testing via standardized HL7 v.2.5.1 compliant transactional electronic laboratory Revised 5/03/2016 reports (ELR). ELR must

SLA Metric 1. Timely Test Result Deliveries	
	be sent via a qualified Health Information Exchange in the State of Michigan (such as MIHIN). The ELR must also be in conformance with Michigan's standard for ELR submissions to the MDSS. The acceptable standard is 100% compliance.
Credit Due for Failing to Meet the Service Level Agreements	1. $50.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year. 2. $100.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year. 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.

SLA Metric 2. Timely Lab Test Process	
Definition and Purpose	All lab samples must be processed within 48 hours for PCR tests or 24 hours for Antigen tests of receipt by the laboratory.
Acceptable Standard	Samples that are processed in accordance with Contractor's processes and entered in Contractor's information management system correctly and that do not require a repeat evaluation to ensure proper reporting must be processed within 48 hours for PCR tests or 24 hours for Antigen tests of receipt by the laboratory. The Contractor's laboratory must be available 24/7 to process test kits. The acceptable standard is 100% compliance.
Credit Due for Failing to Meet the Service Level Agreements	1. $500.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year. 2. $100.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year. 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.

Definition and Purpose
All contracted staff must complete MDOC required training and facility-based training at the direction of MDOC prior to entering an MDOC correctional facility, as stated in section 1.3. A of the contract.
Data Source:
1) MITRAIN Learning Network 2) In-Service Vendor/Contractor Training Report
Methodology:
Quarterly, the MDOC will review Data Sources 1 and 2 to verify contractor has completed required training.
Acceptable Standard:
The Acceptable Standard is 100% compliance.
Amount for Failing to Meet the Standard
A $500.00 credit MAY be applied per instance of each contactor staff that fail to complete training prior to entering the facility – credits will be applied to the requesting State Agencies next invoice balance. Extenuating circumstances will be reviewed by the MDOC Contract 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 of Michigan. Payments made directly to the State of Michigan shall be completed within 10 calendar days upon demand.

Metric 2: Invoicing
Definition and Purpose
As required in section 8.2 of the contract, invoices must be submitted to the MDOC for all reported test results. Invoices must include: I. Vendor-generated invoice number II. State Department Name III. Collection Date,

IV. Collection Location,
V. Total Number of Tests
VI. Type of test (PCR or Antigen)
VII. Unit Price
VIII. Delivery Order number
IX. Total employee tests and type of test
X. Total prisoner tests and type of test

Invoices must be emailed to MDOCAP@michigan.gov by the 30th day of the following month.

Data Source:

1. Monthly Contractor Invoices
2. MDOCAP@michigan.gov email.

Methodology:

Monthly, the MDOC will review data sources 1 and 2 to verify that invoices were submitted timely and include all required components in each submitted monthly invoice.

Acceptable Standard:

The Acceptable Standard is 100% compliance.

Amount for Failing to Meet the Standard

A $5,000.00 credit will be applied per occurrence, that the Contractor fails to submit a timely and complete invoice that meets the requirements stated in section 8.2 of the contract.

Extenuating circumstances will be reviewed by the MDOC Contract 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 of Michigan. Payments made directly to the State of Michigan shall be completed within 10 calendar days upon demand.

Metric 3: Timely and Accurate Results
Definition and Purpose
Per Section 1.3 N. Contractor must report timely and accurate test results to the MDOC.
Data Source:
1. Contractor Results Portal 2. Daily Contractor Reports 3. MDOC Census
Methodology:
Upon notification, the MDOC will investigate instances of timeliness and accuracy issues, utilizing data sources 1, 2 and 3 to verify discrepancies.
Acceptable Standard:
The Acceptable Standard is 100% compliance.
Amount for Failing to Meet the Standard
A $500.00 credit may be applied per result, that the vendor fails to report timely and accurately to the MDOC – credits will be applied to the State's next invoice balance. Extenuating circumstances will be reviewed by the MDOC Contract 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 of Michigan. Payments made directly to the State of Michigan shall be completed within 10 calendar days upon demand.

SCHEDULE B PRICING

COVID 19 – Testing Kits, Testing Services & Diagnostic Services

1. Price proposals include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. Quick payment terms: **3% discount off invoice if paid within 10 days after receipt of invoice.**
3. Pricing Tables:

Table 1A:

ALL INCLUSIVE COVID–19 TESTING*	CLIENT PRICE PER ALL INCLUSIVE TEST
COVID-19 PCR Diagnostic Nasal Swab	$70
COVID-19 Antigen Test Nasal Swab	$13

*** All-inclusive COVID-19 Test includes test kit, shipping costs, and reporting results back to the State. Table 1B and 1C Testing Site Service for testing site and staffing fees will be billed in addition to Table 1A pricing. If no Contractor Staffing is requested by the State, then Table 1B and 1C will not apply.**

Table 1B:

Testing Site Services (Excluding Correctional Facilities)**				
Indoor & Drive-Up Test Sites	**Team Size**	**Est. Tests Based on 8 Hour Event**	**Total Site Fee**	**Upper Peninsula Total Site Fee**
Very Light Team	2 Staff	Up to 50 Tests	$1,600.00	$1,800.00
Light Team	3-4 Staff	50-99 Tests	$2,994.00	$3,194.00
Medium Team	5-7 Staff	100-250 Tests	$4,197.00	$4,397.00
Heavy Team	8-10 Staff	251-500 Tests	$5,521.00	$5,721.00
Very Heavy Team	11-15 Staff	501+ Test	$7,995.00	$8,195.00
Drive-Thru Test Sites				
Drive-Thru Facility	10 Staff	Up to 300 Tests	$5,521.00	$5,721.00
Drive-Thru Facility	20 Staff	301 -750 Tests	$10,998.00	$11,188.00
Drive-Thru Facility	30 Staff	751-1200 Tests	$16,482.00	$16,682.00

****Includes Personnel Protection Equipment to be provided by the Contractor at Testing Sites.**

Table 1C:

Correctional Facilities - Testing Site Services***		
Team Size	**Total Site Fee**	**Upper Peninsula Total Site Fee**
1 Staff	$850.00	$950.00
2 Staff	$1,600.00	$1,800.00
3-4 Staff	$2,994.00	$3,194.00
5-7 Staff	$4,197.00	$4,397.00
8-10 Staff	$5,521.00	$5,721.00
11-15 Staff	$7,995.00	$8,195.00

***** MDOC performs the prep work ahead of the test date, such as compiling lists of those to be tested, running labels, and in some instances, MDOC staff helps with swabbing. The Team Size needed will be coordinated between the MDOC and the Contractor based on number of tests to be conducted that day for a particular facility. Price also includes Personnel Protection Equipment to be provided by the Contractor at Testing Sites.**

Table 2:

At Home Testing Kits		
	Test Name	**Unit Price per Test (please include tiered volume discounts)**
At Home Testing Kits	iHealth / Celltrion OTC Kits	$8.50 per test

Table 3:

Point of Care Testing Kits****		
	Test Name	**Unit Price per Test (please include tiered volume discounts)**
Point of Care Testing Kits	Abbott	$7.00
	Sienna	$5.50
	Celltrion	$6.75
	Indicaid	$6.75

****Honu will sell point of care testing Kits to the state at its cost with no markup. These costs reflect current available pricing and availability of kits and pricing may fluctuate up or down based on availability.

SCHEDULE E - DATA SECURITY REQUIREMENTS

Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this Schedule shall have the respective meanings given to them in the Contract.

"**Contractor Security Officer**" has the meaning set forth in **Section 2** of this Schedule.

"**FedRAMP**" means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

"**FISMA**" means the Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014.).

"**Hosted Provider**" means any Permitted Subcontractor that is providing any or all of the Hosted Services under this Contract.

"**NIST**" means the National Institute of Standards and Technology.

"**PCI**" means the Payment Card Industry.

"**PSP**" or "PSPs" means the State's IT Policies, Standards and Procedures

"**SSAE**" means Statement on Standards for Attestation Engagements.

"**Security Accreditation Process**" has the meaning set forth in **Section 6** of this Schedule.

Security Officer. Contractor will appoint a Contractor employee to respond to the State's inquiries regarding the security of the Hosted Services who has sufficient knowledge of the security of the Hosted Services and the authority to act on behalf of Contractor in matters pertaining thereto **("Contractor Security Officer").**

Contractor Responsibilities. Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

(a) ensure the security and confidentiality of the State Data;

(b) protect against any anticipated threats or hazards to the security or integrity of the State Data;

(c) protect against unauthorized disclosure, access to, or use of the State Data;

(d) ensure the proper disposal of any State Data in Contractor's or its subcontractor's possession; and

(e) ensure that all Contractor Representatives comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable public and non-public State IT policies and standards, of which the publicly available ones are at: https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html

Acceptable Use Policy. To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Policy, see **ents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf**. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing State systems. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State systems if the State determines a violation has occurred.

Protection of the State's Information. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

5.1 If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to **Section 15.1** of the Contract;

5.2 for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;

5.3 ensure that the Software and State Data is securely hosted, supported, administered, accessed, and backed up in a data center(s) that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;

5.4 maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State Data that complies with the requirements of the State's data security policies as set forth in this Contract, and must, at a minimum, remain compliant with FISMA and NIST Special Publication 800-

53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;

5.5 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);

5.6 take all reasonable measures to:

(a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against “hackers” and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and

(b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer’s users of the Services; (ii) State Data from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State Data;

5.7 ensure that State Data is encrypted in transit and at rest using FIPS validated AES encryption modules and a key size of 256 bits or higher;

5.8 ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;

5.9 ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.

Security Accreditation Process. Throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State’s automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor’s security controls within two weeks of the State’s request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system’s controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames based on the risk level of the identified risk. For all findings associated with the Contractor’s solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs and perform related remediation activities. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk.

Failure to comply with this section will be deemed a material breach of the Contract.

Unauthorized Access. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through the Hosted Services or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this Section. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

Security Audits.

During the Term, Contractor will maintain complete and accurate records of its data protection practices, IT security controls, and the security logs relating to State Data, including but not limited to any backup, disaster recovery or other policies, practices or procedures relating to the State Data and any other information relevant to its compliance with this Contract.

Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. The State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. If the State chooses to perform an on-site audit, Contractor will, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Hosted Services and their housing facilities and operating environments.

During the Term, Contractor will, when requested by the State, provide a copy of Contractor's and Hosting Provider's FedRAMP System Security Plan(s) or SOC 2 Type 2 report(s) to the State within two weeks of the State's request. The System Security Plan and SSAE audit reports will be recognized as Contractor's Confidential Information.

With respect to State Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this **Section 8**.

Application Scanning. During the Term, Contractor must, at its sole cost and expense, scan all Contractor provided applications, and must analyze, remediate and validate all vulnerabilities identified by the scans as required by the State Secure Web Application and other applicable PSPs.

Contractor's application scanning and remediation must include each of the following types of scans and activities:

9.1 Dynamic Application Security Testing (DAST) – Scanning interactive application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST).

(a) Contractor must either a) grant the State the right to dynamically scan a deployed version of the Software; or b) in lieu of the State performing the scan, Contractor must dynamically scan a deployed version of the Software using a State approved application scanning tool and provide the State a vulnerabilities assessment after Contractor has completed such scan. These scans and assessments i) must be completed and provided to the State quarterly (dates to be provided by the State) and for each major release; and ii) scans must be completed in a non-production environment with verifiable matching source code and supporting infrastructure configurations or the actual production environment.

9.2 Static Application Security Testing (SAST) - Scanning Source Code for vulnerabilities, analysis, remediation, and validation.

(a) For Contractor provided applications, Contractor, at its sole expense, must provide resources to complete static application source code scanning, including the analysis, remediation and validation of vulnerabilities identified by application Source Code scans. These scans must be completed for all Source Code initially, for all updated Source Code, and for all Source Code for each major release and Contractor must provide the State a vulnerability assessment after Contractor has completed the required scans.

9.3 Software Composition Analysis (SCA) – Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation, and validation.

(a) For Software that includes third party and open source software, all included third party and open source software must be documented and the source supplier must be monitored by the Contractor for notification of identified vulnerabilities and remediation. SCA scans may be included as part of SAST and DAST scanning or employ the use of an SCA tool to meet the scanning requirements. These scans must be completed for all third party and open source software initially, for all updated third party and open source software, and for all third party and open source software in each major release and

Contractor must provide the State a vulnerability assessment after Contractor has completed the required scans if not provided as part of SAST and/or DAST reporting.

9.4 In addition, application scanning and remediation may include the following types of scans and activities if required by regulatory or industry requirements, data classification or otherwise identified by the State.

(a) If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programing interface (API).

(b) Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses.

Infrastructure Scanning.

10.1 For Hosted Services, Contractor must ensure the infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and provide the scan's assessments to the State in a format that is specified by the State and used to track the remediation. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the State's PSPs.

Nonexclusive Remedy for Security Breach.

11.1 Any failure of the Services to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

SCHEDULE E - EXHIBIT 1 - CONTRACTOR'S DISASTER RECOVERY PLAN

Contractor has provided the State with a copy of its Disaster Recovery Plan (DR Plan), which is incorporated herein by reference.

SCHEDULE F - FEDERAL PROVISIONS ADDENDUM

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

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

   1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal

opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

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:

1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 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.

2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

3) Additionally, contractors are required to pay wages not less than once a week.

Copeland "Anti-Kickback" Act

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

1) **Contractor**. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2) **Subcontracts**. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

Contract Work Hours and Safety Standards Act

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

1) **Overtime requirements**. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and

guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3) **Withholding for unpaid wages and liquidated damages**. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

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.

Clean Air Act and the Federal Water Pollution Control Act

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

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management

Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

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

Debarment and Suspension

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

1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **$100,000 or more** shall file the required certification in *Schedule F – 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.

Procurement of Recovered Materials

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

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

a. Competitively within a timeframe providing for compliance with the contract performance schedule;

b. Meeting contract performance requirements; or

c. At a reasonable price.

2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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.

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.

SCHEDULE G - HIPAA BUSINESS ASSOCIATE AGREEMENT

HIPAA BUSINESS ASSOCIATE AGREEMENT

The parties to this Business Associate Agreement ("Agreement") are the Michigan Department of Technology, Management and Budget ("DTMB", "Business Associate 1") on behalf of **The Michigan Department of Health and Human Services** ("Covered Entity") and Honu Management Group, LLC "Business Associate 2".

RECITALS

A. Under this Agreement, Business Associate 2 will collect or receive certain information on the Covered Entity's behalf, some of which may constitute Protected Health Information ("PHI"). In consideration of the receipt of PHI, the Business Associate agrees to protect the privacy and security of the information as set forth in this Agreement.

B. Covered Entity and each Business Associate intend to protect the privacy and provide for the security of PHI collected or received by the Business Associate under the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and the HIPAA Rules, as amended.

C. The HIPAA Rules require the Covered Entity to enter into an agreement containing specific requirements with Business Associate 1, and likewise Business Associate 1 must enter an agreement with Business Associate 2 before the Business Associate 2's receipt of PHI.

AGREEMENT

1. Definitions.

a. The following terms used in this Agreement have the same meaning as those terms in the HIPAA Rules: Breach; Data Aggregation; Designated Record Set; Disclosure; Health Care Obligations; Individual; Minimum Necessary; Notice of Privacy Practices; Protected Health Information; Required by Law; Secretary; Security Incident; Security Measures, Subcontractor; Unsecured Protected Health Information, and Use.

b. "Business Associate" has the same meaning as the term "business associate" at 45 CFR 160.103 and regarding this Agreement means DTMB ("Business Associate 1") and Honu Management Group, LLC ("Business Associate 2").

c. "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR 160.103 and regarding this Agreement means the **Michigan Department of Health and Human Services.**

d. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Obligations of Business Associate 2.

Business Associate 2 agrees to:

a. use and disclose PHI only as permitted or required by this Agreement or as required by law.

b. implement and use appropriate safeguards and comply with Subpart C of 45 CFR 164 regarding electronic protected health information, to prevent use or disclosure of PHI other than as provided in this Agreement. Business Associate 2 must maintain, and provide a copy to the Covered Entity and Business Associate 1 within 10 days of a request from the Covered Entity or Business Associate 1, a comprehensive written information privacy and security program that includes security measures that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI relative to the size and complexity of Business Associate 2's operations and the nature and the scope of its activities.

c. report to the Covered Entity and Business Associate 1 within 24 hours of any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of Unsecured Protected Health Information as required by 45 CFR 164.410, and any Security Incident of which it becomes aware. If Business Associate 2 is responsible for any unauthorized use or disclosure of PHI, it must promptly act as required by applicable federal and State laws and regulations. Covered Entity and Business Associate 2 will cooperate in investigating whether a breach has occurred, to decide how to provide breach notifications to individuals, the federal Health and Human Services' Office for Civil Rights, and potentially the media.

d. ensure, according to 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate 2 agree to the same restrictions, conditions, and requirements that apply to Business Associate 2 regarding such information. Each subcontractor must sign an agreement with Business Associate 2 containing substantially the same provisions as this Agreement and further identifying Business Associate 1 and Covered Entity as a third-party beneficiary of the agreement with the subcontractor. Business Associate 2 must implement and maintain sanctions against subcontractors that violate such restrictions and conditions and must mitigate the effects of any such violation.

e. make available PHI in a Designated Record Set to the Covered Entity within 10 days of a request from the Covered Entity to satisfy the Covered Entity's obligations under 45 CFR 164.524.

f. within ten days of a request from the Covered Entity, amend PHI in a Designated Record Set under, 45 CFR § 164.526. If any individual requests an amendment of PHI directly from Business Associate 2 or its agents or subcontractors, Business Associate 2 must notify the Covered Entity in writing within five days of the request and amend the information within ten days of the request. Any denial of amendment of PHI maintained by Business Associate 2 or its agents or subcontractors is the responsibility of Business Associate 2.

g. maintain, and within ten days of a request from the Covered Entity make available, the information required to provide an accounting of disclosures to enable the Covered Entity to fulfill its obligations under 45 CFR § 164.528. Business Associate 2 is not required to provide an accounting to the Covered Entity of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR § 164.506; (ii) to individuals of PHI about them as set forth in 45 CFR § 164.502; (iii) under an authorization as provided in 45 CFR § 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR § 164.510; (v) for national security or intelligence purposes as set forth in 45 CFR § 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 CFR § 164.512(k)(5); (vii) as part of a limited data set according to 45 CFR 164.514(e); or (viii) that occurred before the compliance date for the Covered Entity. Business Associate 2 agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate 2 and its agents or subcontractors for at least six years before the request, but not before the compliance date of the Privacy Rule. At a minimum, such information must include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure or a copy of the written request for disclosure. If the request for an accounting is delivered directly to Business Associate 2 or its agents or subcontractors, Business Associate 2 must, within ten days of the receipt of the request, forward it to the Covered Entity in writing.

h. to the extent Business Associate 2 is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity when performing those obligations.

i. make its internal practices, books, and records relating to Business Associate 2's use and disclosure of PHI available to the Secretary for purposes of determining compliance with the HIPAA Rules. Business Associate 2 must concurrently provide to the Covered Entity a copy of any PHI that the Business Associate 2 provides to the Secretary.

j. retain all PHI throughout the term of the Agreement and for a period of six years from the date of creation or the date when it last was in

effect, whichever is later, or as required by law. This obligation survives the termination of the Agreement.

k. implement policies and procedures for the final disposition of PHI and the hardware and equipment on which it is stored, including but not limited to, removal of PHI before re-use.

l. within ten days of a written request by the Covered Entity, Business Associate 2 and its agents or subcontractors must allow the Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI under this Agreement. Business Associate 2 and the Covered Entity will mutually agree in advance upon the scope, timing and location of such an inspection. Covered Entity must protect the confidentiality of all confidential and proprietary information of Business Associate 2 to which the Covered Entity has access during the course of such inspection. Covered Entity and Business Associate 2 will execute a nondisclosure agreement, if requested by the other party. The fact that the Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate 2's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate 2 of its responsibility to comply with this Agreement. Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, does not constitute acceptance of such practice or a waiver of the Covered Entity's enforcement rights under this Agreement.

3. Permitted Uses and Disclosures by the Business Associate.

a. Business Associate 2 may use or disclose PHI:

(1) for the proper management and administration of Business Associate 2 or to carry out the legal responsibilities of Business Associate 2; provided, however, either (A) the disclosures are required by law, or (B) Business Associate 2 obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate 2 of any instances of which it is aware in which the confidentiality of the information has been breached;

(2) as required by law;

(3) for Data Aggregation services relating to the health care operations of the Covered Entity;

(4) to de-identify, consistent with 45 CFR 164.514(a) – (c), PHI it receives from the Covered Entity. If Business Associates 2 de-identifies the PHI it receives from the Covered Entity, Business Associate 2 may use the de-identified information for any purpose not prohibited by the HIPAA Rules; and

(5) for any other purpose listed here: **No other purpose.**

b. Business Associate 2 agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.

c. Business Associate 2 may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Covered Entity except for the specific uses and disclosures described above in 3(a)(i) and (iii).

4. Covered Entity's Obligations

Covered entity agrees to:

a. use its Security Measures to reasonably and appropriately maintain and ensure the confidentiality, integrity, and availability of PHI transmitted to Business Associate 2 under this Agreement until the PHI is received by Business Associate 2.
b. provide Business Associate 2 with a copy of its Notice of Privacy Practices and must notify the Business Associate of any limitations in the Notice of Privacy Practices of the Covered Entity under 45 CFR 164.520 to the extent that such limitation may affect Business Associate 2's use or disclosure of PHI.
c. notify Business Associate 2 of any changes in, or revocation of, the permission by an individual to use or disclose the individual's PHI to the extent that such changes may affect Business Associate 2's use or disclosure of PHI.

d. notify Business Associate 2 of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to or is required to abide by under 45 CFR 164.522 to the extent that such restriction may affect Business Associate 2's use or disclosure of PHI.

5. Term. This Agreement continues in effect until terminated or is replaced with a new agreement between the parties containing provisions meeting the requirements of the HIPAA Rules, whichever first occurs.

6. Termination.

a. Material Breach. In addition to any other provisions in the Agreement regarding breach, a breach by Business Associate 2 of any provision of this Agreement, as determined by the Covered Entity, constitutes a material breach of the Agreement and provides grounds for Business Associate 1 to terminate this Agreement for cause at the request of Covered Entity. Termination for cause is subject to 6.b.:

(1) Default. If Business Associate 2 refuses or fails to timely perform any of the provisions of this Agreement, the Covered Entity may notify Business Associate 2 in writing of the non-performance, and if not corrected within thirty days, Business Associate 1 may immediately terminate the Agreement at the request of Covered Entity. The Business Associate 2 must continue performance of the Agreement to the extent it is not terminated.

(2) Business Associate 2's Duties. Notwithstanding termination of the Agreement, and subject to any directions from the Covered Entity or Business Associate 1, Business Associate 2 must protect and preserve property in the possession of Business Associate 2 in which the Covered Entity has an interest.

(3) Erroneous Termination for Default. If Business Associate 1 terminates this Agreement at the request of Covered Entity under Section 6(a) and after such termination it is determined, for any reason, that Business Associate 2 was not in default, then such termination will be treated as a termination for convenience, and the rights and obligations of

the parties will be the same as if the Agreement had been terminated for convenience.

b. Reasonable Steps to Cure Breach. If the Covered Entity or Business Associate 1 knows of a pattern of activity or practice of Business Associate 2 that constitutes a material breach or violation of Business Associate 2's obligations under the provisions of this Agreement or another arrangement and does not terminate this Agreement under Section 6(a), then the Business Associate 1, at the request of Covered Entity or on its own accord, must notify Business Associate 2 of the pattern of activity or practice. Business Associate 2 must then take reasonable steps to cure such breach or end such violation, as applicable. If the Business Associate 2's efforts to cure such breach or end such violation are unsuccessful, Business Associate 1, at the request of the Covered Entity or on its own accord, may either (i) terminate this Agreement, if feasible or (ii) report Business Associate 2's breach or violation to the Secretary.

c. Effect of Termination. After termination of this Agreement for any reason, the Business Associate, with respect to PHI it received from the Covered Entity, or created, maintained, or received by Business Associate 2 on behalf of the Covered Entity, must:

(1) retain only that PHI which is necessary for Business Associate 2 to continue its proper management and administration or to carry out its legal responsibilities;

(2) return to the Covered Entity (or, if agreed to by the Covered Entity in writing, destroy) the remaining PHI that Business Associate 2 still maintains in any form;

(3) continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate 2 retains the PHI;

(4) not use or disclose the PHI retained by Business Associate 2 other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 3(a)(1) which applied before termination; and

(5) return to the Covered Entity (or, if agreed to by the Covered Entity in writing, destroy) the PHI retained by Business Associate 2

when it is no longer needed by Business Associate 2 for its proper management and administration or to carry out its legal responsibilities.

7. No Waiver of Immunity. The parties do not intend to waive any of the immunities, rights, benefits, protection, or other provisions of the Michigan Governmental Immunity Act, MCL 691.1401, *et seq*., the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.*, or the common law.

8. Data Ownership. Business Associate 2 has no ownership rights in the PHI. The covered entity retains all ownership rights of the PHI.

9. Disclaimer. Neither Business Associate 1, nor the Covered Entity, warrants or represents that compliance by Business Associate 2 with this Agreement, HIPAA, or the HIPAA Rules will be adequate or satisfactory for Business Associate 2's own purposes. Business Associate 2 is solely responsible for all decisions made by Business Associate 2 regarding the safeguarding of PHI.

10. Certification. If the Covered Entity determines an examination is necessary to comply with the Covered Entity's legal obligations under HIPAA relating to certification of its security practices, the Covered Entity or its authorized agents or contractors, may, at the Covered Entity's expense, examine Business Associate 2's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to the Covered Entity the extent to which Business Associate 2's security safeguards comply with HIPAA, the HIPAA Rules or this Agreement.

11. Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA and the HIPAA Rules. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA and the HIPAA Rules. Either party may terminate the Agreement upon thirty days written notice if (i) one party does not promptly enter into negotiations to amend this

Agreement when requested by the other party or (ii) Business Associate 2 does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that the Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA or the HIPAA Rules.

12. Assistance in Litigation or Administrative Proceedings. Business Associate 2 must make itself, and any subcontractors, employees or agents assisting Business Associate 2 in the performance of its obligations under this Agreement, available to the Covered Entity or Business Associate 1, at no cost to the Covered Entity or Business Associate 1, to testify as witnesses, or otherwise, if litigation or administrative proceedings are commenced against the Covered Entity or Business Associate 1, its directors, officers or employees, departments, agencies, or divisions based upon a claimed violation of HIPAA or the HIPAA Rules or other laws relating to Business Associate 2's or its subcontractors use or disclosure of PHI under this Agreement, except where Business Associate 2 or its subcontractor, employee or agent is a named adverse party.

13. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer upon any person other than the Covered Entity, Business Associate 1, Business Associate 2 and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

14. Interpretation and Order of Precedence. Any ambiguity in this Agreement must be interpreted to permit compliance with the HIPAA Rules. Where the provisions of this Agreement differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement control.

15. Effective Date. This Agreement is effective upon receipt of the last approval necessary and the affixing of the last signature required.

16. Survival of Certain Agreement Terms. Notwithstanding any contrary provision in this Agreement, the Business Associate 2's obligations under Section 6(d) and record retention laws ("Effect of Termination") and Section

12 ("No Third-Party Beneficiaries") survive termination of this Agreement and are enforceable by the Covered Entity or Business Associate 1.

17. Representatives and Notice.

a. Representatives. The individuals listed below are designated as the parties' respective representatives for purposes of this Agreement. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices must be in writing and must be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

Covered Entity Representative

James Bowen
Privacy and Security Manager
MDHHS Compliance Office
333 South Grand Ave, 4th Floor
Lansing, MI 48933
(517) 284-1018
MDHHSPrivacySecurity@michigan.gov

Business Associate 1 Representative:

Name: Marissa Gove
Title: Category Analyst
Department: Technology, Management & Budget
Address: 320 S. Walnut St, Lansing, MI 48933
Phone: 517-449-8952

Email: govem1@michigan.gov

Business Associate 2 Representative:

Name: Kristen Brayer

Title: CEO/COO

Department: Honu Management Group, LLC

Address: 12615 E Mission Ave Suite 101

Phone: 480-216-0354

Email: kristen@honumg.com

Any notice given to a party under this Agreement shall be deemed effective, if addressed to such party, upon: (i) delivery, if hand delivered; or (ii) the third Business Day after being sent by certified or registered mail.

DTMB as Business Associate 1, on behalf of Michigan Department of Health and Human Services	**Business Associate 2**
	Honu Management Group
By: _____	By: _____
Date: _____	Date: _____
Print Name: _Marissa Gove__	Print Name: _____
Title: ____Category Analyst_____	Title: _____

EXHIBIT 1 – LIST OF APPROVED ANTIGEN TESTS AND EVALUATION CRITERIA

The state of Michigan currently uses the following tests at its state-sponsored testing sites and/or for state-provided at-home testing:

A. BinaxNOW COVID-19 Ag Card and Ag Card 2 Home Test
B. CareStart COVID-19 antigen test
C. Flowflex COVID-19 antigen home test

If providing different test(s) for use at testing sites or at-home testing, the test(s) must be approved by the FDA or authorized for use under an emergency use authorization and a sample must be submitted to MDHHS for approval. Test kits will be evaluated using the criteria below.

COVID-19 Test Kit Evaluation Criteria

- FDA EUA or FDA 510k approved
- Kit can be utilized for point of care or over-the-counter, at-home testing
- Appropriate for use regardless of symptoms or vaccine status
- Nasal swabs preferred
- Option for self-collection or administered by someone else
- Appropriate for ages 15 or older and children as young as 2 years old when collection is done by an adult
- Additional equipment (analyzer, printer, or reader) not required for testing or interpretation of results
- Result in less than 30 minutes
- Results easily interpreted
- Diagnostic performance comparable to other EUA-approved at-home antigen testing platforms
- Ability to detect all current COVID-19 variants
- Easy to use reporting mechanisms that can be leveraged for individual, state, and federal reporting
- Follows good manufacturing processes and has adequate manufacturing capacity to meet testing needs within the state

EXHIBIT 2 – MDOC FACILITY LISTING

UPPER PENINSULA AND NORTHERN LOWER PENINSULA	
Alger Correctional Facility (LMF) N 6141 Industrial Park Drive Munising, MI 49862	Baraga Correctional Facility (AMF) 13924 Wadaga Rd. Baraga, MI 49908-9204
Brooks Correctional Facility (LRF) 2500 S. Sheridan Rd. Muskegon Heights, MI 49444	Central Michigan Correctional Facility (STF) 320 N. Hubbard St. Louis, MI 48880
Chippewa Correctional Facility (URF) 4269 W. M-80 Kincheloe, MI 49784	Kinross Correctional Facility (KCF) 4533 W. Industrial Park Drive Kincheloe, MI 49788
Marquette Branch Prison (MBP) 1960 US 41 Marquette, MI 49855	Muskegon Correctional Facility (MCF) 2400 South Sheridan Dr. Muskegon, MI 49442
Newberry Correctional Facility (NCF) 13747 E. County Road 428 Newberry, MI 49868	Oaks Correctional Facility (ECF) 1500 Caberfae Highway Manistee, MI 49660-9200
Saginaw Correctional Facility (SRF) 9625 Pierce Rd. Freeland, MI 48623	St. Louis Correctional Facility (SLF) 8585 N. Croswell Rd. St. Louis, MI 48880

SOUTHERN LOWER PENINSULA	
Bellamy Creek Correctional Facility (IBC) 1727 W Bluewater Hwy Ionia, MI 48846	Carson City Correctional Facility (DRF) 10274 Boyer Rd. Carson City, MI 48811
Cooper Street Correctional Facility and Special Alternative Incarceration Facility (JCS/SAI) 3100 Cooper St. Jackson, MI 49201	Cotton Correctional Facility (JCF) 3500 N. Elm Rd. Jackson, MI 49201
Detroit Detention Center (DDC) 17601 Mound Rd. Detroit, MI 48212	Egeler Reception & Guidance Center (RGC) 3855 Cooper St. Jackson, MI 49201
Gus Harrison Correctional Facility (ARF) 2727 E. Beecher St. Adrian, MI 49221	Handlon Correctional Facility (MTU) 1728 Bluewater Highway Ionia, MI 48846
Ionia Correctional Facility (ICF) 1576 W. Bluewater Highway Ionia, MI 48846	Lakeland Correctional Facilities (LCF) 141 First St. Coldwater, MI 49036

Macomb Correctional Facility (MRF) 34625 26 Mile Rd. New Haven, MI 48048	Michigan Reformatory (RMI) 1342 W. Main St. Ionia, MI 48846
Parnall Correctional Facility (SMT) 1780 E. Parnall Jackson, MI 49201-7138	Thumb Correctional Facility (TCF) 3225 John Conley Dr. Lapeer, MI 48446
Women's Huron Valley Correctional Facility (WHV) 3201 Bemis Rd. Ypsilanti, MI 48197	Woodland Center Correctional Facility (WCC) 9036 E. M-36 Whitmore Lake, MI 48189

EXHIBIT 3 – MDOC VENDOR HANDBOOK

MDOC VENDOR HANDBOOK FOR VENDOR EMPLOYEES ENTERING A SECURE FACILITY

(Rev. 9-28-2016)

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

Definitions

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

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

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

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

Employee: A person employed by the Vendor.

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

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

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

- Conduct which has resulted in or is likely to result in intimacy; a close personal or non-work related association,
- Being at the residence of an offender,
- Being at the residence of an offender's family,

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

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

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

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

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

General Requirements

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

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

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

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

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

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

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

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

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

Specific Vendor Employee Rules

1. **Humane Treatment of Individuals**. Employees are expected to treat all individuals in a humane manner while on duty in a facility. Examples of actions of an Employee in violation of this rule include but are not limited to, displaying a weapon, using speech, an action or gesture or movement that causes physical or mental intimidation or humiliation, failing to secure necessary culinary tools, using abusive or profane language which degrades or belittles another person or group, etc.

2. **Use of Personal Position for Personal Gain**. Employees shall not engage in actions that could constitute the use of their position for personal gain. Example, employees are forbidden from exchanging with, giving to, or accepting gifts or services from an offender or an offender's family.

3. **Discriminatory Harassment.** Employees shall not engage in discriminatory harassment which includes but is not limited to, unwelcomed advances, requests for favors, other verbal or non-verbal communication or conduct based on race color, national origin, disability, sex, sexual orientation, age, height, weight, marital status, religion, genetic information, etc.

4. **Misuse of State or Vendor Property/Equipment**. Employees shall not misuse State or Vendor property. Examples: using property for a personal purpose beyond that of your job duties, removing items from the premises without authorization, etc. This includes but is not limited to sexual images and pornography.

5. **Conduct Unbecoming.** Employees shall not behave in an inappropriate manner or in a manner which may harm or adversely affect the reputation or mission of the MDOC. If an employee is arrested or charged with a criminal offense, this matter shall be reported to the Employee's supervisor. Any conduct by an Employee involving theft is not tolerated.

6. **Physical Contact**. Inappropriate physical contact with offenders and MDOC staff is prohibited. Examples include inappropriately placing of hands on another person, horseplay, etc.

7. **Confidential Records/Information.** Employees shall respect the confidentiality of other employees, MDOC staff and prisoners. Employees shall not share confidential information.
8. **Use of Health Care Services.** Employees shall only use the facility health care services in case of emergency, medical stabilization and for serious on-the-job injuries. When the

clinic facilities are used for an emergency or on-the-job injury, the Employee is to be transferred as soon as practicable to a physician or hospital.

9. **Insubordination.** Based on the safety and security of the facility, there may be times where Employees are provided guidance from MDOC staff. Willful acts of Employees contrary to MDOC instructions that compromise the MDOC's ability to carry out its responsibilities, are prohibited.

10. **Reserved.**

11. **Searches.** Employees are subject to search while on facility property and prior to entry into a facility. Employees who refuse to submit to an authorized search will not be permitted into the facility.

12. **Emergency**. Employees must immediately respond during an emergency, e.g. call for assistance, respond to an emergent situation, etc. This may include participating in emergency preparedness drills conducted by the MDOC, e.g. fire drills.

13. **MDOC Rules, Regulations, Policies, Procedures, Post Orders, Work Statements.** Employees must be familiar with and act in accordance with MDOC rules, regulations, policies, etc. Employees are prohibited from interfering with and undermining the MDOC's efforts to enforce rules, regulations, etc.

14. **Maintaining Order**. Any action or inaction that may detract from maintaining order within the facility is prohibited, e.g. antagonizing offenders, inciting to riot, etc.

15. **Chain of Command.** Employees shall follow their chain of command. Complaints and concerns are to be submitted to the immediate supervisor unless the situation is an emergency.

16. **Criminal Acts.** Employees shall not engage in conduct that results in a felony or misdemeanor conviction. Employees must provide a verbal report to their immediate supervisor within 24 hours of a felony or misdemeanor citation or arrest, the issuance of any warrant, any arraignment, pre-trial conference, pleas of any kind, trial, conviction, sentencing, federal, diversion or dismissal.

17. **Contraband and Controlled Substances**. There is a zero tolerance policy regarding any Employee possessing, using or introducing controlled substances into a facility where offenders are housed. The possession and presence of contraband presents a safety and security risk and is prohibited. Possession, introduction, or attempting to introduce any substance including controlled substances or intoxicants into any facility is prohibited. Yeast is also prohibited which can be used to manufacture a prohibited or illegal substance.

18. **Use of Alcohol or Controlled Substance.** Employees are prohibited from consuming alcohol or any controlled substance while on duty or on breaks. Employees who report for duty with alcohol on his/her breath or when suspected of being under the influence of alcohol or a controlled substance, may be prohibited from entering into the facility or be immediately removed from their assignment.

19. **Reserved.**

20. **Introduction or Possession of Contraband.** Employees shall not introduce or possess unauthorized items such as escape paraphernalia, weapons, facsimiles of weapons, ammunition, wireless communication devices, cell phones, tobacco, electronic cigarettes, lighters, matches, firearm, alcohol, cell phones, cell/electronic watches, iphones, ipads, computers, laptops, Tasers®, mace, pepper spray, Google glasses, recording devices, handcuff keys, walkie-talkies, yeast, fireworks, etc. Any prisoner who approaches an Employee and requests that contraband be brought into the facility must immediately report the request through his/her chain of command.

21. **Motor Vehicles on the Premises of Prison Grounds**. All motor vehicles must be properly locked and secured. It is the employee's responsibility to ensure that unauthorized items or contraband are not in the motor vehicle. Motor vehicles on facility grounds may be searched at any time for any reason. Any prisoner who approaches an Employee and requests that contraband be brought onto facility grounds must immediately report the request through his/her chain of command.

22. **Reserved.**

23. **Possession and/or Use of Medication.** Employees shall immediately notify their supervisor if taking prescribed medication which may interfere with the Employee's work responsibilities or the safety and security of the facility. Such medication includes but is not limited to: narcotic pain medication, psychotropic medication, mood altering medication and antihistamines. The Michigan Medical Marihuana Act (the Act), Initiated Law 1 of 2008, MCL 333.26421 – 333.26430, allows for the use of medical marihuana for individuals who have been diagnosed with a "debilitating medical condition." It is the position of the MDOC that Employees may not possess or use medical marihuana as it is both a federal and state offense.

24. **Reserved.**

25. **Reserved.**

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

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

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

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

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

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

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

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

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

34. **Reserved.**

35. **Reserved.**

36. **Reserved.**

37. **Reserved.**

38. **Reserved.**

39. **Reserved.**

40. **Reserved.**

41. **Reserved.**

42. **Employee Uniform Requirements.** Employees must wear their required uniforms as approved by the Vendor and the MDOC. Employees will not be permitted to enter the facilities without the proper Vendor approved uniform/work attire.

43. **Reserved.**

44. **Reserved.**

45. **Reserved.**

46. **Reserved.**

47. **Falsifying, Altering, Destroying, Removing Documents or Filing False Report.** Employees shall not falsify, alter, or destroy documents or remove documents from the facility. Fraudulent reporting of an Employee's time is expressly prohibited.

48. **Giving or Receiving Gifts or Services.** Employees are prohibited from exchanging with, giving to, or accepting any gifts or services from offenders or an offender's family. This includes but is not limited to food and beverage items, shoe shines, clothing, paper products, stamps, delivering letters/correspondence, etc.

49. **Reserved.**

50. **Overfamiliarity or Unauthorized Contact.** Employees are prohibited from engaging in overfamiliarity with an offender, or an offender's family member or a listed visitor or friend of an offender. Relationships with an offender, other than an Employee with his or her approved family member, is prohibited regardless of when the relationship began. Any exceptions must have Vendor and MDOC prior approval.

51. **Sexual Conduct.** Employees are prohibited from engaging in sexual conduct with anyone while on duty.

52. **Sexual Harassment.** Employees are prohibited from sexual harassing anyone. Employees are prohibited from assisting, advising or encouraging any person to sexually harass another.

53. **Workplace Safety**. Threats made by Employees such as bomb threats, death threats, threats of assault, threats of violence are prohibited. Employees are prohibited from engaging with prisoners in contests like running or sprint challenges, weight lifting contests, etc. Employees shall not physically fight or assault any person on facility grounds. Employees may act to reasonably defend themselves against violence. If an Employee becomes aware of a threat of violence or an act of violence, the Employee shall immediately report this information to their supervisor/chain of command.

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

ACKNOWLEDGMENT

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

_____	_____	_____
Print Employee Name	Employee Signature	Date

ATTACHMENT A

ALLOWABLE ITEMS WITHOUT GATE MANIFEST

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

1. Driver license/personal identification.

2. Pens (clear) and pencils (no more than two (2) of each).

3. Small notebook.

4. Eyeglasses and sunglasses.

5. Cash, not to exceed $25.00.

6. Personal keys.

7. One (1) comb, one (1) brush or one (1) pick; non-metal only.

8. One (1) wallet or one purse/bag; no larger than 6" x 8".

9. Umbrella, no pointed tips, no more than 20 inches total length.

10. Feminine hygiene products; one (1) day's supply.

11. One (1) tube lip balm (e.g., Chapstick), one (1) lipstick.

12. Hand cream/lotion (1.6 oz. or less) tube.

13. Non-alcoholic based anti-bacterial hand cleaning sanitizer (four (4) oz. or less).

14. Sunscreen (four (4) oz. or less).

15. Over-the-counter medication; one (1) day's supply limited to pain medication (e.g. aspirin, Tylenol, Ibuprofen) and antacids (e.g. Tums, Mylanta). Over-the-counter medication containing stimulants/relaxants (e.g.,NoDoz, Sleepeze, 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.

EXHIBIT 4 – MDOC PREA STANDARDS

PREA STANDARDS – FINAL

Adult Prisons and Jails

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§ 115.5 General definitions.

For purposes of this part, the term—

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

Agency head means the principal official of an agency.

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

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

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

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

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

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

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

Facility head means the principal official of a facility.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Staff means employees.

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

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

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

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

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

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

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

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

§ 115.6 Definitions related to sexual abuse.

For purposes of this part, the term—

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

Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:
(1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
(2) Contact between the mouth and the penis, vulva, or anus;
(3) Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
(4) Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer includes any of the following acts, with or without consent of the inmate, detainee, or resident:
(1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
(2) Contact between the mouth and the penis, vulva, or anus;
(3) Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

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

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

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

Prevention Planning *§ 115.11 Zero tolerance of sexual abuse and sexual harassment; PREA coordinator.*
(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.
Prevention Planning *§ 115.12 Contracting with other entities for the confinement of inmates.*
(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.
Prevention Planning *§ 115.13 Supervision and monitoring.*
(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.

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

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

(a) When designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities, the agency shall consider the effect of the design, acquisition, expansion, or modification upon the agency's ability to protect inmates from sexual abuse.
(b) When installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology, the agency shall consider how such technology may enhance the agency's ability to protect inmates from sexual abuse.
Responsive Planning *§ 115.21 Evidence protocol and forensic medical examinations.*
(a) To the extent the agency is responsible for investigating allegations of sexual abuse, the agency shall follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions.
(b) The protocol shall be developmentally appropriate for youth where applicable, and, as appropriate, shall be adapted from or otherwise based on the most recent edition of the U.S. Department of Justice's Office on Violence Against Women publication, "A National Protocol for Sexual Assault Medical Forensic Examinations, Adults/Adolescents," or similarly comprehensive and authoritative protocols developed after 2011.
(c) The agency shall offer all victims of sexual abuse access to forensic medical examinations, whether on-site or at an outside facility, without financial cost, where evidentiarily or medically appropriate. Such examinations shall be performed by Sexual Assault Forensic Examiners (SAFEs) or Sexual Assault Nurse Examiners (SANEs) where possible. If SAFEs or SANEs cannot be made available, the examination can be performed by other qualified medical practitioners. The agency shall document its efforts to provide SAFEs or SANEs.
(d) The agency shall attempt to make available to the victim a victim advocate from a rape crisis center. If a rape crisis center is not available to provide victim advocate services, the agency shall make available to provide these services a qualified staff member from a community-based organization, or a qualified agency staff member. Agencies shall document efforts to secure services from rape crisis centers. For the purpose of this standard, a rape crisis center refers to an entity that provides intervention and related assistance, such as the services specified in 42 U.S.C. 14043g(b)(2)(C), to victims of sexual assault of all ages. The agency may utilize a rape crisis center that is part of a governmental unit as long as the center is not part of the criminal justice system (such as a law enforcement agency) and offers a comparable level of confidentiality as a nongovernmental entity that provides similar victim services.
(e) As requested by the victim, the victim advocate, qualified agency staff member, or qualified community-based organization staff member shall accompany and support the victim through the forensic medical examination process and investigatory interviews and shall provide emotional support, crisis intervention, information, and referrals.
(f) To the extent the agency itself is not responsible for investigating allegations of sexual abuse, the agency shall request that the investigating agency follow the requirements of paragraphs (a) through (e) of this section.
(g) The requirements of paragraphs (a) through (f) of this section shall also apply to: (1) Any State entity outside of the agency that is responsible for investigating allegations of sexual abuse in prisons or jails; and (2) Any Department of Justice component that is responsible for investigating allegations of sexual abuse in prisons or jails.
(h) For the purposes of this section, a qualified agency staff member or a qualified community-based staff member shall be an individual who has been screened for appropriateness to serve in this role and has received education concerning sexual assault and forensic examination issues in general.
Responsive Planning *§ 115.22 Policies to ensure referrals of allegations for investigations.*

(a) The agency shall ensure that an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment.
(b) The agency shall have in place a policy to ensure that allegations of sexual abuse or sexual harassment are referred for investigation to an agency with the legal authority to conduct criminal investigations, unless the allegation does not involve potentially criminal behavior. The agency shall publish such policy on its website or, if it does not have one, make the policy available through other means. The agency shall document all such referrals.
(c) If a separate entity is responsible for conducting criminal investigations, such publication shall describe the responsibilities of both the agency and the investigating entity.
(d) Any State entity responsible for conducting administrative or criminal investigations of sexual abuse or sexual harassment in prisons or jails shall have in place a policy governing the conduct of such investigations.
(e) Any Department of Justice component responsible for conducting administrative or criminal investigations of sexual abuse or sexual harassment in prisons or jails shall have in place a policy governing the conduct of such investigations.
Training and Education *§ 115.31 Employee training.*
(a) The agency shall train all employees who may have contact with inmates on: (1) Its zero-tolerance policy for sexual abuse and sexual harassment; (2) How to fulfill their responsibilities under agency sexual abuse and sexual harassment prevention, detection, reporting, and response policies and procedures; (3) Inmates' right to be free from sexual abuse and sexual harassment; (4) The right of inmates and employees to be free from retaliation for reporting sexual abuse and sexual harassment; (5) The dynamics of sexual abuse and sexual harassment in confinement; (6) The common reactions of sexual abuse and sexual harassment victims; (7) How to detect and respond to signs of threatened and actual sexual abuse; (8) How to avoid inappropriate relationships with inmates; (9) How to communicate effectively and professionally with inmates, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming inmates; and (10) How to comply with relevant laws related to mandatory reporting of sexual abuse to outside authorities.
(b) Such training shall be tailored to the gender of the inmates at the employee's facility. The employee shall receive additional training if the employee is reassigned from a facility that houses only male inmates to a facility that houses only female inmates, or vice versa.
(c) All current employees who have not received such training shall be trained within one year of the effective date of the PREA standards, and the agency shall provide each employee with refresher training every two years to ensure that all employees know the agency's current sexual abuse and sexual harassment policies and procedures. In years in which an employee does not receive refresher training, the agency shall provide refresher information on current sexual abuse and sexual harassment policies.
(d) The agency shall document, through employee signature or electronic verification, that employees understand the training they have received.
Training and Education *§ 115.32 Volunteer and contractor training.*
(a) The agency shall ensure that all volunteers and contractors who have contact with inmates have been trained on their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures.
(b) The level and type of training provided to volunteers and contractors shall be based on the services they provide and level of contact they have with inmates, but all volunteers and contractors who have contact with inmates shall be notified of the agency's zero-tolerance

policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
(c) The agency shall maintain documentation confirming that volunteers and contractors understand the training they have received.
Training and Education *§ 115.33 Inmate education.*
(a) During the intake process, inmates shall receive information explaining the agency's zero-tolerance policy regarding sexual abuse and sexual harassment and how to report incidents or suspicions of sexual abuse or sexual harassment.
(b) Within 30 days of intake, the agency shall provide comprehensive education to inmates either in person or through video regarding their rights to be free from sexual abuse and sexual harassment and to be free from retaliation for reporting such incidents, and regarding agency policies and procedures for responding to such incidents.
(c) Current inmates who have not received such education shall be educated within one year of the effective date of the PREA standards, and shall receive education upon transfer to a different facility to the extent that the policies and procedures of the inmate's new facility differ from those of the previous facility.
(d) The agency shall provide inmate education in formats accessible to all inmates, including those who are limited English proficient, deaf, visually impaired, or otherwise disabled, as well as to inmates who have limited reading skills.
(e) The agency shall maintain documentation of inmate participation in these education sessions.
(f) In addition to providing such education, the agency shall ensure that key information is continuously and readily available or visible to inmates through posters, inmate handbooks, or other written formats.
Training and Education *§ 115.34 Specialized training: Investigations.*
(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.
Training and Education *§ 115.35 Specialized training: Medical and mental health care.*
(a) The agency shall ensure that all full- and part-time medical and mental health care practitioners who work regularly in its facilities have been trained in: (1) How to detect and assess signs of sexual abuse and sexual harassment; (2) How to preserve physical evidence of sexual abuse; (3) How to respond effectively and professionally to victims of sexual abuse and sexual harassment; and (4) How and to whom to report allegations or suspicions of sexual abuse and sexual harassment.
(b) If medical staff employed by the agency conduct forensic examinations, such medical staff shall receive the appropriate training to conduct such examinations.

(c) The agency shall maintain documentation that medical and mental health practitioners have received the training referenced in this standard either from the agency or elsewhere.
(d) Medical and mental health care practitioners shall also receive the training mandated for employees under § 115.31 or for contractors and volunteers under § 115.32, depending upon the practitioner's status at the agency.
Screening for Risk of Sexual Victimization and Abusiveness *§ 115.41 Screening for risk of victimization and abusiveness.*
(a) All inmates shall be assessed during an intake screening and upon transfer to another facility for their risk of being sexually abused by other inmates or sexually abusive toward other inmates.
(b) Intake screening shall ordinarily take place within 72 hours of arrival at the facility.
(c) Such assessments shall be conducted using an objective screening instrument.
(d) The intake screening shall consider, at a minimum, the following criteria to assess inmates for risk of sexual victimization: (1) Whether the inmate has a mental, physical, or developmental disability; (2) The age of the inmate; (3) The physical build of the inmate; (4) Whether the inmate has previously been incarcerated; (5) Whether the inmate's criminal history is exclusively nonviolent; (6) Whether the inmate has prior convictions for sex offenses against an adult or child; (7) Whether the inmate is or is perceived to be gay, lesbian, bisexual, transgender, intersex, or gender nonconforming; (8) Whether the inmate has previously experienced sexual victimization; (9) The inmate's own perception of vulnerability; and (10) Whether the inmate is detained solely for civil immigration purposes.
(e) The initial screening shall consider prior acts of sexual abuse, prior convictions for violent offenses, and history of prior institutional violence or sexual abuse, as known to the agency, in assessing inmates for risk of being sexually abusive.
(f) Within a set time period, not to exceed 30 days from the inmate's arrival at the facility, the facility will reassess the inmate's risk of victimization or abusiveness based upon any additional, relevant information received by the facility since the intake screening.
(g) An inmate's risk level shall be reassessed when warranted due to a referral, request, incident of sexual abuse, or receipt of additional information that bears on the inmate's risk of sexual victimization or abusiveness.
(h) Inmates may not be disciplined for refusing to answer, or for not disclosing complete information in response to, questions asked pursuant to paragraphs (d)(1), (d)(7), (d)(8), or (d)(9) of this section.
(i) The agency shall implement appropriate controls on the dissemination within the facility of responses to questions asked pursuant to this standard in order to ensure that sensitive information is not exploited to the inmate's detriment by staff or other inmates.
Screening for Risk of Sexual Victimization and Abusiveness *§ 115.42 Use of screening information.*
(a) The agency shall use information from the risk screening required by § 115.41 to inform housing, bed, work, education, and program assignments with the goal of keeping separate those inmates at high risk of being sexually victimized from those at high risk of being sexually abusive.
(b) The agency shall make individualized determinations about how to ensure the safety of each inmate.
(c) In deciding whether to assign a transgender or intersex inmate to a facility for male or female inmates, and in making other housing and programming assignments, the agency shall consider on a case-by-case basis whether a placement would ensure the inmate's health and safety, and whether the placement would present management or security problems.

(d) Placement and programming assignments for each transgender or intersex inmate shall be reassessed at least twice each year to review any threats to safety experienced by the inmate.
(e) A transgender or intersex inmate's own views with respect to his or her own safety shall be given serious consideration.
(f) Transgender and intersex inmates shall be given the opportunity to shower separately from other inmates.
(g) The agency shall not place lesbian, gay, bisexual, transgender, or intersex inmates in dedicated facilities, units, or wings solely on the basis of such identification or status, unless such placement is in a dedicated facility, unit, or wing established in connection with a consent decree, legal settlement, or legal judgment for the purpose of protecting such inmates.
Screening for Risk of Sexual Victimization and Abusiveness *§ 115.43 Protective custody.*
(a) Inmates at high risk for sexual victimization shall not be placed in involuntary segregated housing unless an assessment of all available alternatives has been made, and a determination has been made that there is no available alternative means of separation from likely abusers. If a facility cannot conduct such an assessment immediately, the facility may hold the inmate in involuntary segregated housing for less than 24 hours while completing the assessment.
(b) Inmates placed in segregated housing for this purpose shall have access to programs, privileges, education, and work opportunities to the extent possible. If the facility restricts access to programs, privileges, education, or work opportunities, the facility shall document: (1) The opportunities that have been limited; (2) The duration of the limitation; and (3) The reasons for such limitations.
(c) The facility shall assign such inmates to involuntary segregated housing only until an alternative means of separation from likely abusers can be arranged, and such an assignment shall not ordinarily exceed a period of 30 days.
(d) If an involuntary segregated housing assignment is made pursuant to paragraph (a) of this section, the facility shall clearly document: (1) The basis for the facility's concern for the inmate's safety; and (2) The reason why no alternative means of separation can be arranged.
(e) Every 30 days, the facility shall afford each such inmate a review to determine whether there is a continuing need for separation from the general population.

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

(f)(1) The agency shall establish procedures for the filing of an emergency grievance alleging that an inmate is subject to a substantial risk of imminent sexual abuse. (2) After receiving an emergency grievance alleging an inmate is subject to a substantial risk of imminent sexual abuse, the agency shall immediately forward the grievance (or any portion thereof that alleges the substantial risk of imminent sexual abuse) to a level of review at which immediate corrective action may be taken, shall provide an initial response within 48 hours, and shall issue a final agency decision within 5 calendar days. The initial response and final agency decision shall document the agency's determination whether the inmate is in substantial risk of imminent sexual abuse and the action taken in response to the emergency grievance.
(g) The agency may discipline an inmate for filing a grievance related to alleged sexual abuse only where the agency demonstrates that the inmate filed the grievance in bad faith.
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 the facility that received the allegation shall notify the head of the facility or appropriate office of the agency where the alleged abuse occurred.
(b) Such notification shall be provided as soon as possible, but no later than 72 hours after receiving the allegation.
(c) The agency shall document that it has provided such notification.
(d) The facility head or agency office that receives such notification shall ensure that the allegation is investigated in accordance with these standards.
Official Response Following an Inmate Report *§ 115.64 Staff first responder duties.*
(a) Upon learning of an allegation that an inmate was sexually abused, the first security staff member to respond to the report shall be required to: (1) Separate the alleged victim and abuser; (2) Preserve and protect any crime scene until appropriate steps can be taken to collect any evidence; (3) If the abuse occurred within a time period that still allows for the collection of physical evidence, request that the alleged victim not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating; and (4) If the abuse occurred within a time period that still allows for the collection of physical evidence, ensure that the alleged abuser does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating.
(b) If the first staff responder is not a security staff member, the responder shall be required to request that the alleged victim not take any actions that could destroy physical evidence, and then notify security staff.
Official Response Following an Inmate Report *§ 115.65 Coordinated response.*
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.
Official Response Following an Inmate Report *§ 115.66 Preservation of ability to protect inmates from contact with abusers.*
(a) Neither the agency nor any other governmental entity responsible for collective bargaining on the agency's behalf shall enter into or renew any collective bargaining agreement or other agreement that limits the agency's ability to remove alleged staff sexual abusers from contact with any inmates pending the outcome of an investigation or of a determination of whether and to what extent discipline is warranted.
(b) Nothing in this standard shall restrict the entering into or renewal of agreements that govern: (1) The conduct of the disciplinary process, as long as such agreements are not inconsistent with the provisions of §§ 115.72 and 115.76; or (2) Whether a no-contact assignment that is imposed pending the outcome of an investigation shall be expunged from or retained in the staff member's personnel file following a determination that the allegation of sexual abuse is not substantiated.
Official Response Following an Inmate Report *§ 115.67 Agency protection against retaliation.*

(a) The agency shall establish a policy to protect all inmates and staff who report sexual abuse or sexual harassment or cooperate with sexual abuse or sexual harassment investigations from retaliation by other inmates or staff, and shall designate which staff members or departments are charged with monitoring retaliation.
(b) The agency shall employ multiple protection measures, such as housing changes or transfers for inmate victims or abusers, removal of alleged staff or inmate abusers from contact with victims, and emotional support services for inmates or staff who fear retaliation for reporting sexual abuse or sexual harassment or for cooperating with investigations.
(c) For at least 90 days following a report of sexual abuse, the agency shall monitor the conduct and treatment of inmates or staff who reported the sexual abuse and of inmates who were reported to have suffered sexual abuse to see if there are changes that may suggest possible retaliation by inmates or staff, and shall act promptly to remedy any such retaliation. Items the agency should monitor include any inmate disciplinary reports, housing, or program changes, or negative performance reviews or reassignments of staff. The agency shall continue such monitoring beyond 90 days if the initial monitoring indicates a continuing need.
(d) In the case of inmates, such monitoring shall also include periodic status checks.
(e) If any other individual who cooperates with an investigation expresses a fear of retaliation, the agency shall take appropriate measures to protect that individual against retaliation.
(f) An agency's obligation to monitor shall terminate if the agency determines that the allegation is unfounded.
Official Response Following an Inmate Report *§ 115.68 Post-allegation protective custody.*
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.
Investigations *§ 115.71 Criminal and administrative agency investigations.*
(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.
Investigations *§ 115.72 Evidentiary standard for administrative investigations.*
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.
Investigations *§ 115.73 Reporting to inmates.*
(a) Following an investigation into an inmate's allegation that he or she suffered sexual abuse in an agency facility, the agency shall inform the inmate as to whether the allegation has been determined to be substantiated, unsubstantiated, or unfounded.
(b) If the agency did not conduct the investigation, it shall request the relevant information from the investigative agency in order to inform the inmate.
(c) Following an inmate's allegation that a staff member has committed sexual abuse against the inmate, the agency shall subsequently inform the inmate (unless the agency has determined that the allegation is unfounded) whenever: (1) The staff member is no longer posted within the inmate's unit; (2) The staff member is no longer employed at the facility; (3) The agency learns that the staff member has been indicted on a charge related to sexual abuse within the facility; or (4) The agency learns that the staff member has been convicted on a charge related to sexual abuse within the facility.
(d) Following an inmate's allegation that he or she has been sexually abused by another inmate, the agency shall subsequently inform the alleged victim whenever: (1) The agency learns that the alleged abuser has been indicted on a charge related to sexual abuse within the facility; or (2) The agency learns that the alleged abuser has been convicted on a charge related to sexual abuse within the facility.
(e) All such notifications or attempted notifications shall be documented.
(f) An agency's obligation to report under this standard shall terminate if the inmate is released from the agency's custody.
Discipline *§ 115.76 Disciplinary sanctions for staff.*
(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.
Discipline *§ 115.77 Corrective action for contractors and volunteers.*
(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.
Discipline *§ 115.78 Disciplinary sanctions for inmates.*
(a) Inmates shall be subject to disciplinary sanctions pursuant to a formal disciplinary process following an administrative finding that the inmate engaged in inmate-on-inmate sexual abuse or following a criminal finding of guilt for inmate-on-inmate sexual abuse.
(b) Sanctions shall be commensurate with the nature and circumstances of the abuse committed, the inmate's disciplinary history, and the sanctions imposed for comparable offenses by other inmates with similar histories.
(c) The disciplinary process shall consider whether an inmate's mental disabilities or mental illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.
(d) If the facility offers therapy, counseling, or other interventions designed to address and correct underlying reasons or motivations for the abuse, the facility shall consider whether to require the offending inmate to participate in such interventions as a condition of access to programming or other benefits.
(e) The agency may discipline an inmate for sexual contact with staff only upon a finding that the staff member did not consent to such contact.
(f) For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.
(g) An agency may, in its discretion, prohibit all sexual activity between inmates and may discipline inmates for such activity. An agency may not, however, deem such activity to constitute sexual abuse if it determines that the activity is not coerced.
Medical and Mental Care *§ 115.81 Medical and mental health screenings; history of sexual abuse.*
(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.
Medical and Mental Care *§ 115.82 Access to emergency medical and mental health services.*
(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.
Medical and Mental Care *§ 115.83 Ongoing medical and mental health care for sexual abuse victims and abusers.*
(a) The facility shall offer medical and mental health evaluation and, as appropriate, treatment to all inmates who have been victimized by sexual abuse in any prison, jail, lockup, or juvenile facility.
(b) The evaluation and treatment of such victims shall include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody.
(c) The facility shall provide such victims with medical and mental health services consistent with the community level of care.
(d) Inmate victims of sexually abusive vaginal penetration while incarcerated shall be offered pregnancy tests.
(e) If pregnancy results from the conduct described in paragraph (d) of this section, such victims shall receive timely and comprehensive information about and timely access to all lawful pregnancy-related medical services.
(f) Inmate victims of sexual abuse while incarcerated shall be offered tests for sexually transmitted infections as medically appropriate.
(g) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
(h) All prisons shall attempt to conduct a mental health evaluation of all known inmate-on-inmate abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.
Data Collection and Review *§ 115.86 Sexual abuse incident reviews.*
(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.
Data Collection and Review *§ 115.87 Data collection.*
(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.
Data Collection and Review *§ 115.88 Data review for corrective action.*
(a) The agency shall review data collected and aggregated pursuant to § 115.87 in order to assess and improve the effectiveness of its sexual abuse prevention, detection, and response policies, practices, and training, including by: (1) Identifying problem areas; (2) Taking corrective action on an ongoing basis; and (3) Preparing an annual report of its findings and corrective actions for each facility, as well as the agency as a whole.
(b) Such report shall include a comparison of the current year's data and corrective actions with those from prior years and shall provide an assessment of the agency's progress in addressing sexual abuse.
(c) The agency's report shall be approved by the agency head and made readily available to the public through its website or, if it does not have one, through other means.
(d) The agency may redact specific material from the reports when publication would present a clear and specific threat to the safety and security of a facility, but must indicate the nature of the material redacted.
Data Collection and Review *§ 115.89 Data storage, publication, and destruction.*
(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.
Audits *§ 115.93 Audits of standards.*
The agency shall conduct audits pursuant to §§ 115.401–.405.
Auditing and Corrective Action *§ 115.401 Frequency and scope of audits.*
(a) During the three-year period starting on [INSERT DATE ONE YEAR PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER], and during each three-year period thereafter, the agency shall ensure that each facility operated by the agency, or by a private organization on behalf of the agency, is audited at least once.
(b) During each one-year period starting on [INSERT DATE ONE YEAR PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER], the agency shall ensure that at least one-third of each facility type operated by the agency, or by a private organization on behalf of the agency, is audited.
(c) The Department of Justice may send a recommendation to an agency for an expedited audit if the Department has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The recommendation may also include referrals to resources that may assist the agency with PREA-related issues.
(d) The Department of Justice shall develop and issue an audit instrument that will provide guidance on the conduct of and contents of the audit.
(e) The agency shall bear the burden of demonstrating compliance with the standards.
(f) The auditor shall review all relevant agency-wide policies, procedures, reports, internal and external audits, and accreditations for each facility type.
(g) The audits shall review, at a minimum, a sampling of relevant documents and other records and information for the most recent one-year period.
(h) The auditor shall have access to, and shall observe, all areas of the audited facilities.
(i) The auditor shall be permitted to request and receive copies of any relevant documents (including electronically stored information).
(j) The auditor shall retain and preserve all documentation (including, e.g., video tapes and interview notes) relied upon in making audit determinations. Such documentation shall be provided to the Department of Justice upon request.
(k) The auditor shall interview a representative sample of inmates, residents, and detainees, and of staff, supervisors, and administrators.
(l) The auditor shall review a sampling of any available videotapes and other electronically available data (e.g., Watchtour) that may be relevant to the provisions being audited.
(m) The auditor shall be permitted to conduct private interviews with inmates, residents, and detainees.
(n) Inmates, residents, and detainees shall be permitted to send confidential information or correspondence to the auditor in the same manner as if they were communicating with legal counsel.
(o) Auditors shall attempt to communicate with community-based or victim advocates who may have insight into relevant conditions in the facility.

Auditing and Corrective Action *§ 115.402 Auditor qualifications.*
(a) An audit shall be conducted by: (1) A member of a correctional monitoring body that is not part of, or under the authority of, the agency (but may be part of, or authorized by, the relevant State or local government); (2) A member of an auditing entity such as an inspector general's or ombudsperson's office that is external to the agency; or (3) Other outside individuals with relevant experience.
(b) All auditors shall be certified by the Department of Justice. The Department of Justice shall develop and issue procedures regarding the certification process, which shall include training requirements.
(c) No audit may be conducted by an auditor who has received financial compensation from the agency being audited (except for compensation received for conducting prior PREA audits) within the three years prior to the agency's retention of the auditor.
(d) The agency shall not employ, contract with, or otherwise financially compensate the auditor for three years subsequent to the agency's retention of the auditor, with the exception of contracting for subsequent PREA audits.
Auditing and Corrective Action *§ 115.403 Audit contents and findings.*
(a) Each audit shall include a certification by the auditor that no conflict of interest exists with respect to his or her ability to conduct an audit of the agency under review.
(b) Audit reports shall state whether agency-wide policies and procedures comply with relevant PREA standards.
(c) For each PREA standard, the auditor shall determine whether the audited facility reaches one of the following findings: Exceeds Standard (substantially exceeds requirement of standard); Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period); Does Not Meet Standard (requires corrective action). The audit summary shall indicate, among other things, the number of provisions the facility has achieved at each grade level.
(d) Audit reports shall describe the methodology, sampling sizes, and basis for the auditor's conclusions with regard to each standard provision for each audited facility, and shall include recommendations for any required corrective action.
(e) Auditors shall redact any personally identifiable inmate or staff information from their reports, but shall provide such information to the agency upon request, and may provide such information to the Department of Justice.
(f) The agency shall ensure that the auditor's final report is published on the agency's website if it has one, or is otherwise made readily available to the public.
Auditing and Corrective Action *§ 115.404 Audit corrective action plan.*
(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 is has achieved compliance.
Auditing and Corrective Action

§ 115.405 Audit appeals.
(a) An agency may lodge an appeal with the Department of Justice regarding any specific audit finding that it believes to be incorrect. Such appeal must be lodged within 90 days of the auditor's final determination.
(b) If the Department determines that the agency has stated good cause for a re-evaluation, the agency may commission a re-audit by an auditor mutually agreed upon by the Department and the agency. The agency shall bear the costs of this re-audit.
(c) The findings of the re-audit shall be considered final.
State Compliance *§ 115.501 State determination and certification of full compliance.*
(a) In determining pursuant to 42 U.S.C. 15607(c)(2) whether the State is in full compliance with the PREA standards, the Governor shall consider the results of the most recent agency audits.
(b) The Governor's certification shall apply to all facilities in the State under the operational control of the State's executive branch, including facilities operated by private entities on behalf of the State's executive branch.