

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1601 West Jefferson, MC 55302
Phoenix, Arizona 85007-3002

AMENDMENT TWO

The Contract entered into between **Hickman's Egg Ranch, Inc.**, hereinafter referred to as the Contractor, ~~and the Director of the Arizona Department of Corrections for and on behalf of the Arizona State Prison Complex- Perryville~~, hereinafter known as the Department is hereby amended as follows:

Purpose of Amendment:

In accordance with Section 3, Paragraph 3.2, this Contract is being renewed for one additional five (5) year term, effective July 1, 2011 through June 30, 2016.

To add the following additional Arizona State Prison Complexes as Inmate Work Pools: Attachment #1

Arizona State Prison Complex – Florence

Phone Number (520) 868-4011

Physical Address:
1305 East Butte Avenue
Florence, Arizona 85132

Mailing Address:
P.O. Box 629
Florence, Arizona 85132

Arizona State Prison Complex – Lewis

Phone Number (623) 386-6160

Physical Address:
26700 South Highway 85
Buckeye, Arizona 85326

Mailing Address:
P.O. Box 70
Buckeye, Arizona 85326

To amend the hourly Cost of the Correctional Officers: Attachment #3

From: \$30.37

To: \$38.18

To add the following to Section 1.4:

Inmates shall not be allowed to be present while hazardous material, inclusive of pesticides, are being used or applied. The Arizona Structural Pests Control Board advises, no inmates shall be allowed to handle or to apply pesticides. However, all hazardous materials (inclusive of pesticides), if stored and/or used on this site, and while ADC staff and/or inmates are present, require they be trained to recognize such hazardous materials and relative adverse medical signs and symptoms associated with the chemical, in accordance with the federal chemical "Right-to-Know Act (SARA Title III)."

This Amendment shall also include and incorporate the following requirements:

In accordance with A.R.S §35-391 and A.R.S §35-393, the contractor hereby certifies that the contractor does not have scrutinized business in Sudan and Iran.

Electronic and Information Technology

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with ~~A.R.S. §41-2531 and §41-2532 and Section 508 of the Rehabilitation Act of 1973~~, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

Government Procurement; E-Verify Requirement A.R.S. §41-4401

The Contractor warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. §23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph listed herein.

Notice Warning

Any person who takes into or out of or attempts to take into or out of correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including, employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property of packages.

Definition: A.R.S. §13-2501:
A.R.S. §13-2505
ADC Department Order 708

Notice of Cancellation: With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department of Corrections, 1601 West Jefferson Street, M/C 55302, Phoenix, Arizona 85007-3002 and shall be sent by certified mail, return Receipt requested.

Contraband

Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.).

Promoting prison contraband A.R.S. §13-2505:

A person, not otherwise authorized by law, commits promoting contraband;

By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

~~By knowingly conveying contraband to any persons confined in a correctional facility; or~~

By knowingly making, obtaining, or possessing contraband in a correctional facility.

Any person who has reasonable grounds to believe there has been a violation or attempted violation of this section shall immediately report such violation or attempted violation to the official in charge of the facility or to a peace officer.

Unlawful Sexual Conduct

A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county.

This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.

Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

Unlawful sexual conduct; correctional facilities; classification; Definition A.R.S. §13-1419.

Federal Prison Rape Elimination Act 2003 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003.

THIS SECTION IS INTENTIONALLY BLANK

All other terms and conditions of this Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Amendment.

HICKMAN'S EGG RANCH, INC.

ARIZONA DEPARTMENT OF CORRECTIONS



Signature of Authorized Individual

9/6/11

Date

Glenn Hickman

Typed Name

President

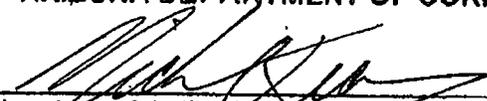
Typed Title

6515 South Jackrabbit Trail

Typed Address

Buckeye, Arizona 85326

Typed Address



Signature of Authorized Individual

9/7/11

Date

Michael P. Kearns

Typed Name

Division Director, Administrative Services

Typed Title

1601 West Jefferson, MC 328

Typed Address

Phoenix, Arizona 85007-3002

Typed Address

Additional Signatures as Applicable

Signature

Date

Typed Name

Typed Title

Signature

Date

Typed Name

Typed Title

Prepared By: Patricia Olivas, Senior Procurement Specialist

Date Prepared: August 1, 2011

This amendment shall be effective when all signatures are affixed.

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1601 West Jefferson, MC 55303
Phoenix, Arizona 85007-3002

AMENDMENT NUMBER ONE

The Contract entered into between Hickman's Egg Ranch, Inc., hereinafter referred to as the Contractor, and the Director of the Arizona Department of Corrections, for and on behalf of the Arizona State Prison Complex- Perryville, hereinafter known as the Department is hereby amended as follows:

Purpose of Amendment:

- 1. Section III, Paragraph 3.11: Change the language to reflect new requirements for changes to the Contract.

All other terms and conditions of this Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Amendment.

HICKMAN'S EGG RANCH, INC.

ARIZONA DEPARTMENT OF CORRECTIONS



Signature of Authorized Individual

 7/5/07

Date Signature of Authorized Individual Date

Glenn Hickman

Typed Name
President

Typed Title
6515 South Jackrabbit Trail

Buckeye, Arizona 85326

Typed Address

John R. Hallahan

Typed Name
Division Director, Support Services

Typed Title
1601 West Jefferson, MC 328

Phoenix, Arizona 85007-3002

Typed Address

Additional Signatures as Applicable

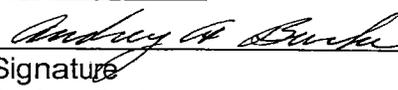


Signature

Date

Typed Name

Typed Title

 8/20/07

Signature Date

Typed Name

Typed Title
Division Director, Program Services

Typed Title

Section III, Paragraph 3.11:

Now Reads:

- 3.11 Changes to the Contract to accomplish the following may be handled by written notice rather than formal amendment. All other changes shall be accomplished by formal amendment, signed by all parties.
 - 3.11.1 Change of address of Contract Partner or Department.
 - 3.11.2 Change of Contract Partner or Department authorized signatory, or designee, unless such change impacts respective obligations under this Contract.
 - 3.11.3 Change in the name or address of the person(s) to whom notices, invoices, or payments are to be sent.
 - 3.11.4 Changes to the following Attachments:
 - 3.11.4.1 Attachment #1 Arizona State Prison Complexes
 - 3.11.4.2 Attachment #2 Contract Service Costs
 - 3.11.4.3 Attachment #3 Daily Time Sheet
 - 3.11.4.4 Attachment #4 Inmate Payroll Summary
 - 3.11.4.5 Attachment #5 Mechanism For Guarantee of Payment
 - 3.11.4.6 Attachment #7 Inmate Worker Agreement
 - 3.11.4.7 Attachment #8 Inmate Worker Standards of Conduct Agreement
 - 3.11.4.8 Attachment #9 Request for Authorization: Off-Road Equipment
 - 3.11.4.9 Attachment #10 Work Locations Owned and/or Operated by Contract Partner

Change to Read:

- 3.11 Changes to the Contract shall be handled by formal amendment through Procurement Services of the Department, signed by all parties.

This amendment shall be effective when all signatures are affixed.

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1601 West Jefferson Street, Mail Code 55303
Phoenix, Arizona 85007-3002

INMATE WORK CONTRACT

This Contract is entered into between Hickman's Egg Ranch, Inc., hereinafter referred to as the Contract Partner, and the Director of the Arizona Department of Corrections (Department), for and on behalf of its Arizona Correctional Industries (ACI), hereinafter known as the Department or ACI, as specified.

This document, including the Scope of Services, Standard Work Provisions, any attachments or modifications, shall constitute the entire Contract between the parties and supercedes all other understandings, oral or written.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Contract.

HICKMAN'S EGG RANCH, INC.

ARIZONA DEPARTMENT OF CORRECTIONS



Signature of Authorized Individual 6-11-2007 Date
Glenn Hickman

Typed Name
President

Typed Title
6515 South Jackrabbit Trail

Buckeye, Arizona 85326

Address



Signature of Authorized Individual 6/15/07 Date
John R. Hallahan

Typed Name
Division Director, Support Services

Typed Title
1601 West Jefferson Street, Mail Code 328

Phoenix, Arizona 85007-3002

Address

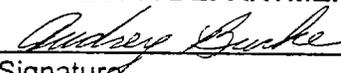
Additional Signatures as Applicable

ARIZONA DEPARTMENT OF CORRECTIONS

Signature Date

Typed Name

Typed Title



Signature 6/14/07 Date
Audrey Burke

Typed Name
Division Director, Program Services

Typed Title

Procurement Authority: to Contract: A.R.S.	Authority to Contract Department: A.R.S. §41-1604 et. seq. §41-1623, §41-1624.01 §31-254	Authority to Contract Contract Partner: A.R.S.	Expiration Date: June 30, 2011
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WITNESSETH

WHEREAS, the Department desires to implement the requirement that each able-bodied inmate under commitment to the Department shall engage in work activity during such term of imprisonment, and

WHEREAS, the Director of the Department has the authority to maintain and administer facilities and programs as may be required for the custody, control and rehabilitation of all inmates committed to the Department, and

WHEREAS, the Director of the Department may authorize inmate work crews from State institutions to perform acceptable tasks in any part of the State, and

WHEREAS, the Contract Partner has a need for a work force to support its feed mill and egg production operations, and

WHEREAS, the Department is able to provide an inmate work force and locations to support this work program from its Arizona State Prison Complexes (institutions), as shown in Attachment #1.

NOW, THEREFORE, the Department and the Contract Partner do hereby agree as follows:

1 THE CONTRACT PARTNER AGREES:

- 1.1 To appoint a supervisor(s) who shall provide both technical and operational supervision.
 - 1.1.1 Technical supervision means the Contract Partner shall provide staff who know the types of work tasks to be accomplished and the correct way to complete each task. Technical supervisors teach assigned inmates how to complete their job assignments.
 - 1.1.2 Operational supervision means the Contract Partner shall provide staff who remain with assigned inmate workers for the length of each shift to supervise inmate work production.
- 1.2 Contract Partners and the employees who participate in this Contract shall be screened and approved in writing prior to permitting them access to an institution and/or prior to allowing them to supervise inmates on or off institution grounds. Contract Partners shall submit in writing, upon request from ACI, any information necessary to screen and approve them for access to the institution. This information shall include, but not necessarily be limited to: Name, Date of Birth, and Social Security Number. Contract Partner personnel who require recurring access to the institution, and as such require a Contractor's Identification Card, will be required to complete and submit the prescribed Background Questionnaire form to ACI. Background Questionnaire form will be provided by ACI.

- 1.3 Subsequent to Contract initiation, should the Contract Partner's supervisors change, ACI shall be notified at least two (2) work days prior to the impending change to permit completion of the Department approval process. If prior notice is not possible, the Department may withhold the inmate work crew of that supervisor until the necessary approval process is completed.
- 1.4 To provide the tools and equipment necessary to accomplish assigned work safely, e.g., drinking water, sanitary restrooms with hand washing facilities and clothing items appropriate to the work performed. Personal Protective Equipment (PPE) shall be provided at the beginning of each shift and prior to each use shall be inspected by a supervisor for completeness and functionality.
- 1.5 To provide training to assigned inmates in accordance with the Contract Partner's established training program on procedures and responsibilities.
 - 1.5.1 Training shall be on-going and given to each new inmate who is subsequently assigned to this inmate work program.
 - 1.5.2 Inmates shall be advised of the expected performance standards during the training program.
 - 1.5.3 Contract Partner's training staff shall maintain a training log to document participating inmates and time spent in the training effort. The log shall record the following:
 - 1.5.3.1 Each inmate's name and Department identification number.
 - 1.5.3.2 Number of training hours given to participating inmates.
 - 1.5.3.3 Type of activity for which training was provided.
 - 1.5.3.4 Written acknowledgment from each inmate that the performance standard was provided.
 - 1.5.3.5 Name(s) of the Contract Partner's instructor(s).
 - 1.5.3.6 Signature of instructor(s) and each participating inmate.
- 1.6 To assign work hours, work locations, and job assignments subject to the concurrence of the Department. Work sites shall be confined to locations which are within the Contract Partner's authority to manage and maintain.
- 1.7 To designate a Contract Partner staff member who shall serve as a liaison between the Contract Partner, institution and ACI in developing and coordinating work schedules and transportation. The Contract Partner shall ensure that the applicable institution and ACI are given the name and phone number/extension of the contact person.
- 1.8 To allocate sufficient time from job responsibilities to allow Contract Partner's staff assigned to this work program to attend mandatory training given by the Department prior to initiating the work activities described in this Contract.

- 1.9 To maintain the work site(s) in the manner/condition in which it was approved by the Department as complying with the requirements imposed by the custody level of assigned inmates and assigned work responsibilities. If, during the term of this Contract, security/safety concerns become evident the following procedure shall be followed:
- 1.9.1 The Department will monitor inmate activities for safety and may elect to cease operations for justifiable reasons of security or for concerns relating to the safety of inmates, staff, or for employees of the contractor. Return to operational status may only occur after favorable review and approval by the Department that the original situation had been rectified.
 - 1.9.2 Security/safety concerns shall be rectified immediately by the Contract Partner in accordance with direction received from ACI.
 - 1.9.3 Failure on the part of the Contract Partner to respond to the request for corrective action from the institution/ACI under circumstances described in Paragraphs 1.9.1 and 1.9.2 above shall result in the immediate suspension of the work program.
 - 1.9.3.1 The parties to this Contract may then meet to discuss resolution.
 - 1.9.3.2 If resolution cannot be achieved, this Contract shall be terminated.
 - 1.9.3.3 The Contract Partner shall make final payment to ACI as directed herein.
- 1.10 Should the Contract Partner wish to alter the work site(s) subsequent to the initiation of the work program, the following procedures shall be followed:
- 1.10.1 The Contract Partner shall provide written notice to ACI detailing the proposed changes prior to any change or alteration being initiated.
 - 1.10.2 Representatives from the institution, ACI and the Contract Partner shall meet and conduct a review of the proposed changes to the work site(s). If the proposed change or alteration will negatively impact the security and/or safety of assigned inmate workers or staff, necessary corrective action(s) shall be developed.
 - 1.10.3 If the Contract Partner proceeds with the proposed changes without having received written ACI approval, ACI may withhold further assignments of inmate work crews.
- 1.11 To provide a safe work site for inmates and employees of the Department using guidelines stated in Occupational Safety and Health Act (OSHA), Safety and Health standards for General Industry (29 CFR Part 1910, as adopted by the State of Arizona, for the work to be performed.
- 1.12 Provide training to all inmates and employees working with or around chemicals used in the program, including inmates' use of hazardous or restricted products who's use as identified in Department Order 712.

- 1.13 Provide a generous and proven loss prevention program which protects the Contract Partner's and Department's best interest, e.g., proven management techniques that minimize exposure from workplace injuries and property liability exposures.
- 1.14 To pay for the following:
- 1.14.1 Contract Service Costs, as invoiced and identified in Attachment #2.
- 1.14.2 **CO Supervision** for any inmate who sustains a job related injury and must be transported for emergency medical care to the nearest emergency facility.
- 1.15 To notify the on-site Correctional Officer (CO), or respective Deputy Warden, of the need for extended work hours at least ninety (90) minutes prior to the inmates scheduled time of departure, in order for approval to be obtained. Extended work hours shall not be provided unless approved by the institution. Overtime is defined as hours worked in excess of forty (40) hours per week. Overtime pay is addressed in Attachment #2.
- 1.16 To comply with the following procedures in recording inmate work hours and rendering all payments due under this Contract:
- 1.16.1 **Daily Time Sheet(s)**, as identified in Attachment #3, shall be completed by the Contract Partner and include the signature(s) of the inmate(s), the Contract Partner's supervisor and the CO.
- 1.16.2 The Contract Partner shall complete the **Inmate Payroll Summary**, as shown by Attachment #4, bi-weekly (once every two weeks).
- 1.16.3 The original **Inmate Payroll Summary** with the corresponding **Daily Time Sheet(s)** shall be sent to the address specified below within three (3) work days following the end of the Contract Partner's scheduled pay period.
- Arizona Correctional Industries
Attention: Inmate Payroll
P.O. Box 34420
Phoenix, Arizona 85067-4420
- 1.17 The Contract Partner shall send a copy of the **Inmate Payroll Summary** and **Daily Time Sheet(s)** within three (3) work days following the end of the Contract Partner's scheduled pay period to the attention of the Business Manager at the institution providing labor, as identified in Attachment #1.
- 1.17.1 Should circumstances arise which would prevent the Contract Partner from being able to comply with this criteria, ACI shall prepare the Inmate Payroll Summary, using Daily Time Sheets provided by the Contract Partner. The cost of such payroll preparation shall be calculated at the rate of one hundred dollars per hour.
- 1.18 Payments as invoiced shall be made payable to Arizona Correctional Industries within ten (10) work days after receipt of invoice and sent to the address below:

Arizona Correctional Industries
Attention: Accounts Receivable
P.O. Box 34420
Phoenix, Arizona 85067-4420

- 1.19 ACI shall disburse payments as appropriate.
- 1.20 Terms and conditions for payment of invoices:
- 1.20.1 Net amount due within ten (10) work days after receipt of invoice.
- 1.20.2 Invoices not paid within thirty (30) calendar days of invoice date will be subject to a late fee of one and one-half percent (1-½%) per month of the amount owed.
- 1.20.3 Invoices not paid within sixty (60) calendar days of invoice date may result in the suspension and possible termination of the inmate work program.
- 1.21 Prior to the initiation of operations which may result in a financial liability to the Department or ACI, the Contract Partner shall accomplish one of the options listed on Attachment #5, Mechanism For Guarantee of Payment, to guarantee payment to ACI, for work performed by inmate workers. The choice of option shall be mutually agreed upon by both parties to the Contract. Specific conditions, related to each option are shown in Attachment #5. **THIS REQUIREMENT IS WAIVED.**
- 1.22 To acquire and maintain the minimum insurance coverages and endorsements as shown in Attachment #6. Applicable coverages and endorsements shall be renewed for the duration of this Contract with verification in the form of an insurance certificate(s) provided to the Department each year. **Prior to Contract Execution**, the Contract Partner shall provide insurance certificates verifying that required coverages have been acquired.
- 1.23 That inmate labor performed under this Contract shall supplement the Contract Partner's existing workforce and shall not result in the displacement of free-world employees, or otherwise serve as a substitute for Contract Partner employees.
- 1.24 To comply with Department written instructions that have a bearing upon the Contract Partner.
- 1.25 That inmates assigned to this work program **shall not** drive any licensed, over-the-road vehicle as part of their job responsibilities. However, assigned inmates may be permitted to operate the Contract Partner's off-road mobile equipment, e.g., forklifts, etc., in accordance with Attachment #9.

2 THE DEPARTMENT AGREES:

- 2.1 To provide a mutually agreed upon number of inmates, subject to availability of said work force, to support the Contract Partner's feed mill and egg production operations at the location(s) identified in Attachment #10.

- 2.2 To be responsible for feeding the inmates and furnishing all clothing, except special protective clothing and/or equipment.
- 2.3 To provide transportation of inmate workers to and from the work site. Inmate workers **shall not** be transported in privately owned vehicles at any time, unless prior approval has been granted by the institution, through ACI.
- 2.4 To provide security supervision of assigned inmates in accordance with Department Order 713.02, Levels of Supervision.
- 2.5 To provide Correctional Officer (CO) supervision who shall provide security supervision of the inmate workers each work day. The assigned CO(s) shall follow Department notification procedures if:
 - 2.5.1 An inmate fails to remain at the work site; and/or,
 - 2.5.2 An inmate has an accident or becomes seriously ill at the work site;
 - 2.5.3 As may otherwise be required.
- 2.6 To ensure that inmates assigned to this work program complete and sign the **Inmate Worker Agreement** and the **Inmate Worker Standards of Conduct Agreement**, shown in Attachments #7 and #8. These agreements shall be signed by the inmate(s) and witnessed by institution staff **prior** to the inmate's first day of work. Each original agreement is to be forwarded to ACI.
- 2.7 To remove and replace as soon as possible any inmate who does not perform to the satisfaction of the Contract Partner.
- 2.8 To present training to Contract Partner's staff, who will be involved in supervising or interacting with inmate workers. This training shall be given **prior** to initiating the work activities described in this Contract and annually thereafter.
- 2.9 To designate a contact person, at each State Prison Complex identified by Attachment #1, who shall function as a liaison between the institution, ACI and the Contract Partner in developing and coordinating work schedules, assignments, hours and transportation. ACI shall ensure the Contract Partner is given the name and telephone number/extension of each institution's contact person.
- 2.10 To recognize that circumstances may arise during the term of this Contract which may prohibit the assignment of inmates for work assignments. Such circumstances could include acts of nature, institution riots, lock-downs, inmate work strikes, etc. The following guidelines shall govern, if such general circumstances should occur at any of the Department institutions identified by Attachment #1.
 - 2.10.1 If such circumstances arise that will impact the availability of inmate labor under this Contract, the institution's contact person shall immediately notify ACI and the Contract Partner.
 - 2.10.2 The institution shall ensure that ACI is provided with a copy of all documentation relating to the incident and is advised as to when the work program will likely be able to resume. ACI will keep the Contract Partner informed, as appropriate.

- 2.10.3 The Contract Partner shall not hold the State, Department, ACI or the institution(s) involved, liable for failure to perform, or in default of Contract terms due to circumstances described above.
- 2.11 Prior to beginning work, the Department's Office of Safety and Environmental Services or their designee, shall review each work site, their tools and equipment, plans and specifications, for potential areas of safety concerns and make recommendations to avoid such potentials. If, during the term of this Contract, security or safety concerns should become evident, or the Contract Partner wishes to change or alter the work site(s), the procedure described in Paragraph 1.9_ of this Contract shall be followed.
- 2.11.1 All communications between the Department and the Contract Partner, regarding security/safety issues or work site(s) alterations, shall be documented in writing.
- 2.11.2 All written correspondence related to incidents involving security or safety issues shall be reported in accordance with Department written instructions.
- 2.11.3 Prior to assigning inmates to work details, the Contract Partner shall complete a Job Hazardous Analysis (JHA) or Job Safety Analysis (JSA) for each job category to be performed by Department inmates.
- 2.12 To perform required background checks of Contract Partner staff involved in supervising or interacting with inmate workers and provide written results to the General Manager, ACI, or designee.
- 2.12.1 Prior to initiation of this Contract, the Department shall complete the screening process of Contract Partner staff referenced above.
- 2.12.2 Subsequent to Contract initiation, should the Contract Partner's supervisor(s) change, the Contract Partner shall notify ACI at least two (2) work days prior to the impending change to permit completion of the Department's approval process.
- 2.12.3 If prior notice is not possible, the institution may withhold the inmate work crew of that supervisor until the necessary approval process is completed.
- 2.13 To invoice the Contract Partner for payments due, in accordance with Contract terms, ten (10) work days after receipt of the **Inmate Payroll Summary and Daily Time Sheet(s)**. Invoices shall consist of **Contract Service Costs** as identified in Attachment #2.
- 2.14 That invoices shall be sent to the Contract Partner at the following address:

Hickman's Egg Ranch, Inc.
Attention: Accounts Payable
6515 South Jackrabbit Trail
Buckeye, Arizona 85326

- 2.15 If during this contract the Contract Partner determines a need for inmate vehicle or equipment operators, the Department shall ensure, for the Contract Partner, the license ability of each inmate assigned to contract driving privileges. Proper and specific training about the safe operation of the Contract Partner's vehicles and equipment shall rest solely with the Contract Partner, as specified in Attachment #9.
- 2.16 That the General Manager, ACI or designee, shall ensure, when additional Contract Partner's operations are established at appropriate prison institutions, that each respective Warden shall be provided a copy of the Contract and any amendments.
- 2.17 That the General Manager, ACI or designee, shall keep the Contract Partner fully informed of all Department written instructions and activities that have bearing upon the Contract Partner fulfilling assigned obligations under this Contract, including all security requirements relative to the provision of contracted services.
- 2.18 That the General Manager, ACI, or designee shall coordinate all administrative process within the Department to obtain security clearances for the Contract Partner's staff to access institution(s) identified by Attachment #1.

3 IT IS MUTUALLY AGREED THAT:

- 3.1 This Contract shall commence when all authorized signatures are affixed and all stated conditions have been met. Upon execution of all required actions, the General Manager of ACI shall publish and distribute a letter of **Authorization to Proceed** to the Contract Partner and all other concerned parties.
- 3.2 The expiration date shall be June 30, 2011, contingent upon availability of funds and resources to each party with which to carry out its part of the Contract. Unless terminated sooner as permitted herein, this Contract shall be automatically renewed for up to two (2) additional five (5) year terms, effective July 1, 2011.
- 3.3 This Contract may be terminated, without cause, by either party by provision of prior written notice to the other. Such **Notice of Termination** shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.
- 3.4 The Department reserves the right to terminate the Contract for default in whole or in part due to the failure of the Contract Partner to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Contract Partner.
- 3.5 Upon termination of this Contract, as provided herein, all remaining monetary obligations and removal of the Contract Partner's property, up to the termination/expiration date, shall be satisfied as follows:
 - 3.5.1 The Contract Partner shall pay ACI for services rendered to the date of termination. ACI shall submit all requests for payment within thirty (30) calendar days after the date of termination of this Contract. All outstanding payments shall be made by the Contract Partner within ten (10) work days after request for payment, sent certified mail, return receipt requested, is

received by the Contract Partner, in the format and to the location specified herein.

- 3.5.2 Payments made by the Contract Partner to ACI shall be in agreement with ACI's records. Should a discrepancy in amount of payment occur and remain unresolved after accomplishing the procedure identified herein, ACI may request an audit of the Contract Partner's financial records. The Contract shall remain in effect until the discrepancy is resolved; however, services to the Contract Partner shall end in accordance with the **Notice of Termination**.
- 3.6 The General Manager, ACI, or designee, shall be responsible for coordinating all actions stipulated above in the event an institution is removed from participation in this work program.
- 3.7 If a discrepancy in payment, or payment records is identified by either party to this Contract, the party discovering the discrepancy shall notify the other in writing within ten (10) work days after discovery. Both parties shall resolve the discrepancy by comparison and reconciliation of records.
- 3.8 Both parties recognize that respective and mutual obligations of the parties pertaining to start-up, operation and costs applicable to the subject inmate work Contract shall apply to each new operation established at other institutions as authorized herein.
- 3.9 Proper communication is essential to the success of the work program. The Contract Partner shall address all programmatic issues with ACI. Only immediate security/safety concerns shall be addressed to institution officials without first coordinating through ACI.
- 3.10 The Risk Management Division of the Arizona Department of Administration shall review and investigate all claims of Contract Partner personal property loss due to alleged negligence by the Department or the State.
- 3.11 Changes to the Contract to accomplish the following may be handled by written notice rather than formal amendment. All other changes shall be accomplished by formal amendment, signed by all parties.
- 3.11.1 Change of address of Contract Partner or Department.
- 3.11.2 Change of Contract Partner or Department authorized signatory, or designee, unless such change impacts respective obligations under this Contract.
- 3.11.3 Change in the name or address of the person(s) to whom notices, invoices, or payments are to be sent.
- 3.11.4 Changes to the following Attachments:
- 3.11.4.1 Attachment #1 Arizona State Prison Complexes
- 3.11.4.2 Attachment #2 Contract Service Costs
- 3.11.4.3 Attachment #3 Daily Time Sheet

- 3.11.4.4 Attachment #4 Inmate Payroll Summary
 - 3.11.4.5 Attachment #5 Mechanism For Guarantee of Payment
 - 3.11.4.6 Attachment #7 Inmate Worker Agreement
 - 3.11.4.7 Attachment #8 Inmate Worker Standards of Conduct Agreement
 - 3.11.4.8 Attachment #9 Request for Authorization: Off-Road Equipment
 - 3.11.4.9 Attachment #10 Work Locations Owned and/or Operated by Contract Partner
- 3.12 This Contract is subject to cancellation pursuant to A.R.S. §38-511, the provisions of which are incorporated herein.
- 3.13 Each party to this Contract agrees to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes.
- 3.14 This Contract shall be governed and interpreted by the laws of the State of Arizona.
- 3.15 The Contract Partner shall comply with State Executive Order No. 99-4 which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and State employment laws, rules and regulations, including the Americans With Disabilities Act. The Contract Partner shall take action to ensure that applicants for employment and employees are not discriminated against due to race, religion, age, sex, national origin or disability.
- 3.16 Each party to this Contract shall be responsible for any and all costs, including but not limited to, attorney fees, court costs and other litigation expenses incurred as a result of the errors and omissions of its officers, employees, agents, or assigns arising out of the performance of this Contract.
- 3.17 To retain for inspection and audit by the State all books, accounts, reports, files and other records relating to the performance of this Contract for a period of five (5) years after its completion. Upon request by either party, a legible copy of all such records shall be produced at the administrative office of the requesting party or at the office of the State Auditor General. The original of all such records shall also be available and produced for inspection and audit when requested by the Auditor General or the requesting party to verify the authenticity of copy.
- 3.18 The parties to this Contract agree that the State of Arizona and the Department of Corrections, shall be indemnified and held harmless by the Contract Partner for the vicarious liability of the State as a result of entering into this Contract. The parties further agree that each party to this Contract shall be responsible for consequences arising from its own negligence.
- 3.19 Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as shown on the signature page of this document.

- 3.20 The parties recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact borne by the purchaser. Therefore, the Contract Partner hereby assigns to the Department any and all claims for such overcharge.
- 3.21 That this Contract does not create a partnership between the parties and that each party shall remain a distinct legal entity. This paragraph is intended to clarify the term Contract Partner, as used in this Contract.
- 3.22 Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 3.23 Electronic and Information Technology. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. §41-2531 and §41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- 3.24 Federal Immigration and Nationality Act
- 3.24.1 By submission of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the time frame specified shall result in the offer not being considered for contract award.
- 3.24.2 The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.25 Wherever used in the Contract, the term "Correctional Officer" shall refer equally to either/or ADC correctional officers or ACI Industrial Production Specialists.

INMATE WORK PROGRAM UTILIZING CONTRACTOR SUPERVISION

- A. No inmate shall be placed in a supervisory capacity over any other inmate.
- B. Department authorities shall be notified of unsatisfactory work or malingering of inmates and, if requested, the Contract Partner shall furnish a written account of such unsatisfactory performance.
- C. The Department shall receive immediate notification of an inmate's failure to remain at work in accordance with assigned job duties.
- D. The Department shall receive immediate notification of the discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker.
- E. In the event of accident or serious illness while on the job, the Contract Partner may administer first aid as necessary and shall notify Department authorities without delay. If necessary, in the interest of life or limb, the inmate may be transported to the nearest hospital. Inmate workers **shall not** be transported in privately owned vehicles at any time.
- F. The Contract Partner shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.
- G. The Contract Partner shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- H. Contract Partner's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- I. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contract Partner.
- J. The Contract Partner shall apply OSHA Standards for General Industry (29 CFR 1910) to all work performed by inmates.
- K. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. 31-221, and **no** information shall be released without prior written authorization from a representative of the Department.
- K. The Contract Partner's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates

- are not permitted to work where there are alcoholic beverages or illegal drugs. The Contract Partner's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.
- M. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contract Partner to discuss each inmate's work performance, work attendance and general behavior.
 - N. The visiting of an inmate by any unauthorized person shall not be permitted. If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.
 - O. Any allegations of non-compliance with Department written instructions, or other Contract Partner misconduct, shall be subject to investigation by the Department.

ARIZONA STATE PRISON COMPLEXES

Phone Numbers	STATE PRISONS PROVIDING INMATE WORK POOLS		
(623)853-0304	Arizona State Prison Complex - Perryville ASPC - PV <table data-bbox="532 562 1284 663"><tr><td data-bbox="532 562 867 663"><u>Physical Address</u> 2455 N. Citrus Road Goodyear, Arizona 85336</td><td data-bbox="951 562 1284 663"><u>Mailing Address</u> P.O. Box 3000 Goodyear, Arizona 85336</td></tr></table>	<u>Physical Address</u> 2455 N. Citrus Road Goodyear, Arizona 85336	<u>Mailing Address</u> P.O. Box 3000 Goodyear, Arizona 85336
<u>Physical Address</u> 2455 N. Citrus Road Goodyear, Arizona 85336	<u>Mailing Address</u> P.O. Box 3000 Goodyear, Arizona 85336		

ARIZONA CORRECTIONAL INDUSTRIES
CONTRACT SERVICE COSTS

Contract Service Costs are comprised of the components identified in subparagraphs 1 through 5 below. Costs will be re-evaluated and adjusted on an annual basis, as necessary.

1. **INMATE WAGES:** Inmates will receive compensation, as an ACI inmate worker, of at the following rates: Initial wage rate will be \$3.00 per hour. Beginning with the first day of the pay period following the 60th calendar day from the initial date of hire, inmates shall be paid \$3.25 per hour. Beginning with the first day of the pay period following the 180th calendar day from the initial date of hire, inmates shall be paid \$3.50 per hour. Beginning with the first day of the pay period following the 365th calendar day from the initial date of hire, inmates shall be paid \$4.00 per hour. Provisions shall be made for wage rates to be paid to inmates currently working for the Contract Partner. For hours worked in excess of forty (40) hours per week, inmates shall receive compensation equal to one and one-half (1-1/2) times their normal hourly wage rate.
2. **COSTS OF CORRECTIONAL OFFICERS:** The costs of Correctional Officer (CO) supervision shall be based on the actual hours worked supervising inmates, including the travel time to and from the work site. In addition, one (1) hour per shift, for each CO, shall be added to the CO hours worked, to account for time spent on the egress and ingress of the inmates at the institution. The hourly cost of each CO shall be \$30.37.
3. **ACI MANAGEMENT FEE:** The ACI Management Fee shall be calculated and invoiced for each pay period at the rate of eleven percent (11%) of the sum of gross inmate wages and the cost of CO supervision.
4. **TRANSPORTATION:** Transportation, if furnished by the Department, shall be invoiced at the rate of \$1.00 per mile.
5. **MINIMUM WAGE SURCHARGE:** The minimum wage surcharge is only applied as an additional cost if it is determined, after calculating all costs* for a given pay period, that the net effective hourly cost during the period was less than the Federal minimum wage. This determination is accomplished by dividing the sum of costs for a specific pay period, including inmate wages, CO and ACI Management Fee, by the total number of inmate hours worked during the pay period. If calculated to be less than the Federal minimum wage, a surcharge will be added to the invoice bringing the net effective hourly cost up to the Federal minimum wage. (*Inmate Wages, CO Costs and ACI Management fee.)

Costs identified above shall be made payable to Arizona Correctional Industries. ACI shall disburse payments as appropriate. The Contract Partner shall remit payments to ACI at the address shown below within ten (10) work days after receipt of invoice.

Arizona Correctional Industries
Attention: Accounts Receivable
P.O. Box 34420
Phoenix, Arizona 85067-4420

MECHANISM FOR GUARANTEE OF PAYMENT

Prior to initiating any operations which may result in a financial liability to the Department and/or ACI, the Contract Partner shall accomplish one of the following, to guarantee payment to ACI, for work performed by inmates. The choice of option shall be mutually agreed upon by both parties.

- Option 1: The Contract Partner shall purchase a Payment Bond which will guarantee payment to ACI for work performed by inmates. This bond will meet the following conditions:
- A. Payment Bond shall be issued by an insurance company licensed by the Arizona State Insurance Department to conduct business in the State of Arizona.
 - B. Payment Bond shall guarantee payment of amounts computed using cost components identified in Attachment #2, **Contract Service Costs**; equal to an estimate of thirty (30) days of inmate labor expense, including CO supervision and ACI Management Fee.
- Option 2: The Contract Partner shall pre-pay to ACI, an amount equal to an estimate of thirty (30) days of inmate labor expense, including CO supervision and ACI Management Fee. This amount shall be held by ACI, for a period determined by ACI, to guarantee amounts invoiced. Should the Contract Partner subsequently choose to exercise another option, the amount pre-paid to ACI shall be refunded upon receipt of the required documents associated with the substituted option.
- Option 3: The Contract Partner shall establish an extension of credit with a State of Arizona or a Federally chartered bank, in the form of a Time Certificate of Deposit, in an amount equal to an estimate of thirty (30) days of inmate labor expense, including CO supervision and ACI Management Fee. This amount shall be net of any penalties for early withdrawal. ACI will be provided with a letter of confirmation, from such bank, verifying that the Contract Partner has authorized ACI to draw upon the Time Certificate of Deposit in the event of non-payment of amounts due within thirty (30) calendar days of invoice date. The letter shall also state that ACI must provide written approval, to the bank, before any monies may be withdrawn by the Contract Partner. The Contract Partner retains the authority to extend the specified period of the Time Certificate of Deposit.
- Option 4: The Contract Partner shall provide an irrevocable Letter of Credit drawn on a federally chartered bank in favor of the Department (ACI) in order to secure payment to the Department (ACI) for inmate labor expenses. Such Letter of Credit shall be in an amount equal to thirty (30) days of inmate labor expense, including CO supervision and ACI Management Fee. The parties shall review the appropriate amount of the Letter of Credit annually, each (date) , commencing (date) . If the amount of the Letter of Credit needs to be adjusted, the Contract Partner shall secure the amended letter and provide it to ACI within thirty (30) days of the annual contract anniversary.

THIS REQUIREMENT IS WAIVED.

MINIMUM INSURANCE REQUIREMENTS

Without limiting any liabilities or any other obligation of the Contract Partner, the Contract Partner shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A VII in the current A.M. Best's, the minimum insurance coverage below:

- 1 Workers' Compensation insurance for the Contract Partner's employees to cover obligations imposed by Federal and State statutes and employers' liability insurance with a minimum specified by statute. Evidence of qualified self-insured status shall also suffice for this section.
 - 1.1 Workers' Compensation statutes, as follows:
 - Workers' Compensation (Coverage A): Statutory Arizona benefits;
 - Employer's Liability (Coverage B): \$500,000 each accident;
\$500,000 each employee/disease;
\$1,000,000 policy limit/disease.
- 2 Commercial General Liability, with minimum limits of \$1,000,000 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona and the Department as an Additional Insured with references to this Contract. The policy shall include coverage for:
 - Bodily Injury;
 - Broad Form Property Damage;
 - Personal Injury;
 - Blanket Contractual Liability;
 - Independent Contractors;
 - Products and Completed Operations;
 - Fire Legal Liability
- 3 Business Automobile Liability, with minimum limits of \$1,000,000 per occurrence combined single limit, with Insurance Service Office Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona and the Department of Corrections as an Additional Insured with reference to this contract.
- 4 The State of Arizona shall not indemnify for loss to Contract Partner's personal property that may be located at a Department institution to support described work activities. Contract Partner may purchase personal property insurance to cover such loss.
- 5 Certificates of Insurance acceptable to the State of Arizona and the Department of Corrections shall be issued and delivered prior to the commencement of the work defined in this Contract, and shall identify this Contract and include certified copies of endorsements naming the State of Arizona and the Department of Corrections as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at

MINIMUM INSURANCE REQUIREMENTS
(Continued)

least 60 days prior written notice has been given to the State of Arizona and the Department of Corrections. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

- 6 Failure on the part of the Contract Partner to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona and the Department of Corrections may immediately terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona and the Department of Corrections shall be repaid by the Contract Partner upon demand, or the State of Arizona and the Department of Corrections may offset the cost of the premiums against any monies due to the Contract Partner. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona and the Department of Corrections. Contract Partner and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

ARIZONA DEPARTMENT OF CORRECTIONS

INMATE WORKER AGREEMENT

1. I agree that participation as an ACI inmate worker, in the Inmate Work Program with Hickman's Egg Ranch, Inc., is voluntary.
2. I am aware that while engaged as an ACI inmate worker, my gross wages before deductions will initially be \$3.00 per hour, with a raise to \$3.25 after 60 days, a second raise to \$3.50 after 180 days and a final raise to \$4.00 after 1 year .
3. I also understand that, as a condition of my participation in this work program, certain deductions from my wages will be made in accordance with A.R.S. §31-254 and Department Order 905, Inmate Banking/Money System.
4. I have read this Agreement and concur with both my wages as listed above, and the deductions as specified by Department Order 905.

INMATE	ADC WITNESS
Print Name: _____	Print Name: _____
ADC Number: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Retain copy for Institutional Purposes

Send Original to:

Arizona Correctional Industries
Attention: Business Development Unit
P.O. Box 34420 or M/C 860
Phoenix, Arizona 85067-4420

INMATE WORK CONTRACT
ACI/ Hickman's Egg Ranch, Inc.
ASPC-Perryville

INMATE WORKER STANDARDS OF CONDUCT AGREEMENT

1. Inmate workers assigned to the ACI/Hickman's Egg Ranch, Inc. work program, shall not leave the work area.
2. Work schedules shall be adhered to at all times. Inmate workers shall be at their assigned work station and conducting work activities during their scheduled work hours.
3. No personal activities shall be performed at the work site during scheduled work hours.
4. Horseplay, name calling or other disruptive and/or unprofessional behavior will not be tolerated.
5. Inmate workers shall not use abusive language or profanity.
6. Work areas shall be maintained in a clean and orderly fashion at all times.
7. Possession of weapons is strictly prohibited.
8. Equipment and materials are the property of Hickman's Egg Ranch, Inc. and shall not be used for personal use or be removed from the work site. This includes products from trash piles or trash containers.
9. Inmate workers must maintain accountability of assigned tools at all times. Failure to maintain accountability may result in removal from the ACI/Hickman's Egg Ranch, Inc. work program.
10. Intentional abuse, misuse or damage to any Hickman's Egg Ranch, Inc. property, tools, or equipment is prohibited.
11. Confrontational behavior toward any Hickman's Egg Ranch, Inc. employee or visitor is prohibited.
12. Use of unauthorized controlled substances, at any time, is prohibited.
13. Causing damage or rework through inattention, carelessness or intentional misconduct is prohibited.
14. Use of Hickman's Egg Ranch, Inc. telephones is prohibited.
15. Sleeping during work hours is prohibited.
16. An inmate charged with an alleged institutional rule violation, and/or placed in administrative investigative status for more than five (5) work days may be suspended from the ACI/Hickman's Egg Ranch, Inc. position, Department Order 903.09, Paragraph 1.7 Disciplinary Process.

**INMATE WORK CONTRACT
ACI/Hickman's Egg Ranch, Inc.
ASPC-Perryville**

**Inmate Worker Standards of Conduct Agreement
(Continued)**

17. Inmate workers assigned to the ACI/Hickman's Egg Ranch, Inc. work program agree to remain with this program for a period of six months from the date of assignment. Inmates who choose to resign from this assignment prior to the end of the six month period shall not be eligible to work at another ACI work program for a period of sixty (60) days from the date of the resignation. Inmate workers who are removed from the work program, for cause, will be ineligible to work at another ACI work program for a period of sixty days. If a disciplinary ticket is issued, the provisions of DO903 will apply.
18. Inmate workers, assigned to the ACI/Hickman's Egg Ranch, Inc. work program, who request to be removed from the assignment, shall be required to provide Hickman's Egg Ranch with ten (10) working days notice of the voluntary removal from the work program.

I understand that my participation as an ACI inmate worker for the ACI/Hickman's Egg Ranch, Inc. work program is a privilege. As an ACI inmate worker, assigned to the ACI/Hickman's Egg Ranch, Inc. work program, I hereby agree to the Standards of Conduct listed above. I acknowledge that my failure to abide by any of the terms and conditions noted above shall be grounds for immediate termination from the work program and referral to the institution for disciplinary action.

_____	_____	_____
Inmate Printed Name	ADC Number	Signature and Date
_____	_____	_____
ADC Witness Printed Name	Title	Signature and Date

Distribution:

Original
Arizona Correctional Industries
Attention: Business Development Unit
P.O. Box 34420
or M/C 860
Phoenix, Arizona 85067-4420

Copy
Inmate Institutional File
Inmate Master File

INMATE WORK CONTRACT
ACI/ Hickman's Egg Ranch, Inc.
ASPC-Lewis

INMATE WORKER STANDARDS OF CONDUCT AGREEMENT

1. Inmate workers assigned to the ACI/Hickman's Egg Ranch, Inc. work program, shall not leave the work area.
2. Work schedules shall be adhered to at all times. Inmate workers shall be at their assigned work station and conducting work activities during their scheduled work hours.
3. No personal activities shall be performed at the work site during scheduled work hours.
4. Horseplay, name calling or other disruptive and/or unprofessional behavior will not be tolerated.
5. Inmate workers shall not use abusive language or profanity.
6. Work areas shall be maintained in a clean and orderly fashion at all times.
7. Possession of weapons is strictly prohibited.
8. Equipment and materials are the property of Hickman's Egg Ranch, Inc. and shall not be used for personal use or be removed from the work site. This includes products from trash piles or trash containers.
9. Inmate workers must maintain accountability of assigned tools at all times. Failure to maintain accountability may result in removal from the ACI/Hickman's Egg Ranch, Inc. work program.
10. Intentional abuse, misuse or damage to any Hickman's Egg Ranch, Inc. property, tools, or equipment is prohibited.
11. Confrontational behavior toward any Hickman's Egg Ranch, Inc. employee or visitor is prohibited.
12. Use of unauthorized controlled substances, at any time, is prohibited.
13. Causing damage or rework through inattention, carelessness or intentional misconduct is prohibited.
14. Use of Hickman's Egg Ranch, Inc. telephones is prohibited.
15. Sleeping during work hours is prohibited.
16. An inmate charged with an alleged institutional rule violation, and/or placed in administrative investigative status for more than five (5) work days may be suspended from the ACI/Hickman's Egg Ranch, Inc. position, Department Order 903.09, Paragraph 1.7 Disciplinary Process.

**INMATE WORK CONTRACT
ACI/Hickman's Egg Ranch, Inc.
ASPC-Lewis**

**Inmate Worker Standards of Conduct Agreement
(Continued)**

17. Inmate workers assigned to the ACI/Hickman's Egg Ranch, Inc. work program agree to remain with this program for a period of six months from the date of assignment. Inmates who choose to resign from this assignment prior to the end of the six month period shall not be eligible to work at another ACI work program for a period of sixty (60) days from the date of the resignation. Inmate workers who are removed from the work program, for cause, will be ineligible to work at another ACI work program for a period of sixty days. If a disciplinary ticket is issued, the provisions of DO903 will apply.

18. Inmate workers, assigned to the ACI/Hickman's Egg Ranch, Inc. work program, who request to be removed from the assignment, shall be required to provide Hickman's Egg Ranch with ten (10) working days notice of the voluntary removal from the work program.

I understand that my participation as an ACI inmate worker for the ACI/Hickman's Egg Ranch, Inc. work program is a privilege. As an ACI inmate worker, assigned to the ACI/ Hickman's Egg Ranch, Inc. work program, I hereby agree to the Standards of Conduct listed above. I acknowledge that my failure to abide by any of the terms and conditions noted above shall be grounds for immediate termination from the work program and referral to the institution for disciplinary action.

_____	_____	_____
Inmate Printed Name	ADC Number	Signature and Date
_____	_____	_____
ADC Witness Printed Name	Title	Signature and Date

Distribution:

Original
Arizona Correctional Industries
Attention: Business Development Unit
P.O. Box 34420
or M/C 860
Phoenix, Arizona 85067-4420

Copy
Inmate Institutional File
Inmate Master File

INMATE WORK CONTRACT
ACI/ Hickman's Egg Ranch, Inc.
ASPC-Florence

INMATE WORKER STANDARDS OF CONDUCT AGREEMENT

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5. Inmate workers shall not use abusive language or profanity.
6. Work areas shall be maintained in a clean and orderly fashion at all times.
7. Possession of weapons is strictly prohibited.
8. Equipment and materials are the property of Hickman's Egg Ranch, Inc. and shall not be used for personal use or be removed from the work site. This includes products from trash piles or trash containers.
9. Inmate workers must maintain accountability of assigned tools at all times. Failure to maintain accountability may result in removal from the ACI/Hickman's Egg Ranch, Inc. work program.
10. Intentional abuse, misuse or damage to any Hickman's Egg Ranch, Inc. property, tools, or equipment is prohibited.
11. Confrontational behavior toward any Hickman's Egg Ranch, Inc. employee or visitor is prohibited.
12. Use of unauthorized controlled substances, at any time, is prohibited.
13. Causing damage or rework through inattention, carelessness or intentional misconduct is prohibited.
14. Use of Hickman's Egg Ranch, Inc. telephones is prohibited.
15. Sleeping during work hours is prohibited.
16. An inmate charged with an alleged institutional rule violation, and/or placed in administrative investigative status for more than five (5) work days may be suspended from the ACI/Hickman's Egg Ranch, Inc. position, Department Order 903.09, Paragraph 1.7 Disciplinary Process.

**INMATE WORK CONTRACT
ACI/Hickman's Egg Ranch, Inc.
ASPC-Florence**

**Inmate Worker Standards of Conduct Agreement
(Continued)**

17. Inmate workers assigned to the ACI/Hickman's Egg Ranch, Inc. work program agree to remain with this program for a period of six months from the date of assignment. Inmates who choose to resign from this assignment prior to the end of the six month period shall not be eligible to work at another ACI work program for a period of sixty (60) days from the date of the resignation. Inmate workers who are removed from the work program, for cause, will be ineligible to work at another ACI work program for a period of sixty days. If a disciplinary ticket is issued, the provisions of DO903 will apply.
18. Inmate workers, assigned to the ACI/Hickman's Egg Ranch, Inc. work program, who request to be removed from the assignment, shall be required to provide Hickman's Egg Ranch with ten (10) working days notice of the voluntary removal from the work program.

I understand that my participation as an ACI inmate worker for the ACI/Hickman's Egg Ranch, Inc. work program is a privilege. As an ACI inmate worker, assigned to the ACI/Hickman's Egg Ranch, Inc. work program, I hereby agree to the Standards of Conduct listed above. I acknowledge that my failure to abide by any of the terms and conditions noted above shall be grounds for immediate termination from the work program and referral to the institution for disciplinary action.

_____	_____	_____
Inmate Printed Name	ADC Number	Signature and Date
_____	_____	_____
ADC Witness Printed Name	Title	Signature and Date

Distribution:

Original
Arizona Correctional Industries
Attention: Business Development Unit
P.O. Box 34420
or M/C 860
Phoenix, Arizona 85067-4420

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Inmate Institutional File
Inmate Master File

**LETTER OF INSTRUCTION
REQUEST FOR AUTHORIZATION**

UTILIZING INMATE WORKERS FOR OPERATION OF OFF-ROAD MOBILE EQUIPMENT

Inmate Work Contracts between the Department/ACI and the Contract Partner provide authorization for assigned inmate workers to operate off-road mobile equipment under certain conditions. This Letter of Instruction provides the procedure for obtaining approval to utilize inmate workers on Contract Partner's off-road mobile equipment. All areas of this Letter of Instruction requires full Contract Partner compliance.

- 1 The Contract Partner shall provide written notice to ACI advising of the need to utilize inmate workers to operate specific off-road mobile equipment. The request shall include the following information:
 - 1.19 A complete list describing the type(s) of off-road mobile equipment to be operated;
 - 1.2 Identification of specific training, inmates will receive for each type of off-road mobile equipment; and
 - 1.3 A list of inmates, to include the inmate's Department identification number, for whom approval is being requested. The list **shall** reflect the type(s) of mobile equipment to be operated, specific to each inmate worker.
- 2 ACI shall acknowledge the Contract Partner's request and, after coordinating with institution officials, notify the Contract Partner in writing of those inmates approved to be trained to operate off-road mobile equipment. The Contract Partner **shall not** proceed with training until written notice of authorization is received from the Department.
- 3 Once approval to proceed with training is received, the Contract Partner shall provide safety and operational training to approved inmates for each type of specified off-road mobile equipment. The manufacturer's supplied training materials and/or materials developed in accordance with Occupational Safety and Health Act (OSHA) guidelines, for each specific type of mobile equipment, should meet the training requirements for each inmate operator. Copies of training materials shall be provided to ACI for record keeping purposes.
- 4 Once training is complete, the Contract Partner shall furnish ACI with documentary evidence of satisfactory completion of training for each inmate. The documentation shall include the inmate's certification by signature that he/she understands the operation and safety issues of each type of mobile equipment he/she has been trained to operate.
- 5 Following review of training documents provided by the Contract Partner, the General Manager, ACI and/or designee, shall furnish the Contract Partner with notification of approval for individual inmates. ACI shall maintain records of training and authorization for all inmate workers as long as they are engaged in this inmate work program.
- 6 The Contract Partner shall acquire and maintain applicable insurance in compliance with State requirements.

WORK LOCATIONS OWNED AND/OR OPERATED BY
Hickman's Egg Ranch, Inc.

1.	12710 North Murphy Road, Maricopa Arizona 85239
2.	32245 West Salome Highway, Buckeye, Arizona 85326