

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
FACILITY SPECIFICATIONS
AND
PROPOSAL FORM

for the

Department of Mental Health,
Group Homes
Saline County
Marshall, Missouri

RFP No. 09702687

This document constitutes a Request for Proposal (RFP)
including prices from qualified individuals and organizations
to furnish 5,938 net rentable square feet of leased group home space
located in Marshall, Missouri, or within one mile of the city limits.

A pre-bid conference regarding this bid will be held on August 26, 2015, at 1:30 p.m.
at the Department of Social Services office located at 1239 Santa Fe Trail, Marshall, Missouri.
Attendance at this conference is highly recommended for those who wish to submit a bid.
Bidders should bring a copy of the specifications as this will be used as the agenda.

All questions regarding this Request for Proposal must be directed to:
Matt Peters, Coordinator
Division of Facilities Management, Design and Construction, Real Estate Services Section
Telephone # (573) 526-6773
Facsimile # (573) 526-4138

All Proposals must be received no later than 1:30 p.m. on October 7, 2015.

MP:sn

Rev. 4/8/11 –

INDEX

BID PACKAGE FOR THE STATE OF MISSOURI

ATTACHMENTS

- A. Summary of Critical Information
- B. Office and Support Space Summary Form
- C. Agency Special Requirements
- D. Proposal Forms
- E. Definitions
- F. Instructions to Bidders
- G. Specifications for Office Space
- H. Janitorial Service Schedule
- I. Proposal Evaluation
- J. Bid/Evaluation/Award & Lease Process
- K. Sample State Lease
- L. Prevailing Wage Listing
- M. Preference for Historic Buildings and/or Buildings Located Within a Specialized District
- N. Construction Schedules, Progress Reports, Extensions, Etc.
- O. MO Service – Disabled Veteran Business Preference
- P. Chapter 5 – Standards for Community-Based Services
- Q. Design Guide for the Built Environment Behavioral Health Facilities

ATTACHMENT A

SUMMARY OF CRITICAL INFORMATION

1. Location: Should be located within the city limits of Marshall or within one mile of the city limits.

2. Square Footage Required: 5,938
3. Bid Opening Date: October 7, 2015
4. Bid Surety Amount: \$ 2,969.00 Effective Date: October 7, 2015 to January 7, 2016
5. Performance Surety Amount: \$ 5,938.00
6. Target Date for Completion: April 15, 2016 Target Date for Occupancy: May 15, 2016
7. Term of Lease: 10 years (one-year, with 9 one-year renewals)
8. Number of Employees: 14
9. Total Number of Parking Spaces: 16 Number of Accessible Spaces: 2
10. Staff Restrooms: Male 0 Female 0 Unisex 2
11. Public Restrooms: Male 0 Female 0 Unisex 0
12. Number of Hi/Lo Water Coolers: 0
13. Number of Workstations: 15
14. AMP/BTU Data Requirements:

<u>SPACE</u>	<u>EQUIPMENT</u> <u>TYPE</u>	<u>NUMBER</u>	<u>AMPS</u>	<u>BTUs/HR</u>	<u>TOTAL</u> <u>AMPS</u>	<u>TOTAL</u> <u>BTUs/HR</u>
Data/Telecom	Controller/Modem			(See attachment C)		
Office	Terminals/Printer					
15. Growth will be built out as finished space.
16. The Tenant agency will install systems furniture.
17. Description of Program's use of Space: Hours 24 hrs a day, 7 days a week.
Number of Clients Each home will have 4 residents – total of 8
Peak Periods of Traffic 24 hrs a day, 7 days a week.
Brief Description Intensive Behavioral Residential Service

Marshall - Group Home #1

State of Missouri

Dept. of Mental Health

Office of Administration

Date: 4/16/15
Project Name: Space AnalysisDivision of Facilities Management,
Design and ConstructionCurrent Lease No. # 09702687
County : Coordinator Saline - Matt Peters301 West High Street, Room 730
Jefferson City, MO 65102

	Qty.	Sq. Ftg.	Total Sq. Ftg.	Comments
Mental Health - Group Home #1				
Residential Area				
Private Bedroom	4	100	400	Private
Private Bathroom	4	85	340	Private
Kitchen	1	187	187	Private - Open to Dining Area
Dining	1	132	132	Private - Open to Kitchen / Main Living Area
Main Living Area	1	420	420	Private
Secondary Living Area	1	168	168	Private
Laundry Room	1	60	60	Private
Medication Room	1	60	60	Private
1/2 Bath	1	60	60	Private
Garage	1	280	280	Private
Room Total	16		2,107	
Departmental Circulation Factor:		15%	316	
Projected Total S.F. w/ Circulation:			2,423	
Office Support Area				
Mental Health Manager B1 (Director)	1	120	120	Private
Habilitation Specialist	2	64	64	Open - I shared space - staff will work different shifts
Office Support Assistant	1	64	64	Open
RN - Senior	1	64	64	Actual work area is within each group home providing 24/7 residential support
Direct Care Staff	1	48	48	Share by all direct care staff
Employee Restroom	1	60	60	Private
Support Space Subtotal:	7		420	
Departmental Circulation Factor:		30%	126	
Projected Total S.F. w/ Circulation:			546	
Staff & Support Total	7		2,969	
Departmental Circulation Factor:		0%	-	
Projected Total S.F. w/ Circulation:			2,969	

Marshall - Group Home #2

State of Missouri

Dept. of Mental Health

Office of Administration
Division of Facilities Management,
Design and Construction

Date: Revised 6/5/2015
Project Name: Space Analysis
Current Lease No. # 09702687
County : Coordinator Saline - Matt Peters

301 West High Street, Room 730
Jefferson City, MO 65102

	Qty.	Sq. Ftg.	Total Sq. Ftg.	Comments
Mental Health - Group Home #2				
Residential Area				
Private Bedroom	4	100	400	Private
Private Bathroom	4	85	340	Private
Kitchen	1	187	187	Private - Open to Dining Area
Dining	1	132	132	Private - Open to Kitchen / Main Living Area
Main Living Area	1	420	420	Private
Secondary Living Area	1	168	168	Private
Laundry Room	1	60	60	Private
Medication Room	1	60	60	Private
1/2 Bath	1	60	60	Private
Garage	1	280	280	Private
Room Total	16		2,107	
Departmental Circulation Factor:	15%		316	
Projected Total S.F. w/ Circulation:			2,423	
Office Support Area				
Mental Health Manager B1 (CBA)	1	120	120	Private
Habilitation Specialist	2	64	64	Open - I shared space - staff will work different shifts
Licensed Practical Nurse	1	64	64	Actual work area is within each group home providing 24/7 residential support
Behavioral Support	1	64	64	Open
Direct Care Staff	1	48	48	Share by all direct care staff
Employee Restroom	1	60	60	Private
Support Space Subtotal:	7		420	
Departmental Circulation Factor:	30%		126	
Projected Total S.F. w/ Circulation:			546	
Staff & Support Total	7		2,969	
Departmental Circulation Factor:	0%		-	
Projected Total S.F. w/ Circulation:			2,969	

ATTACHMENT C

UPDATES TO SPECIFICATIONS

The following special requirements are in addition to the specifications listed in Attachment G, Specifications for Office Space. When a conflict occurs, the following specifications supersede the specifications listed in Attachment G.

C-1. DATA/TELECOMMUNICATIONS REQUIREMENTS:

C-1.1 Electrical: To accommodate data, the Lessor must provide two dedicated, non-switched, grounded 120V AC circuits with one duplex outlet on each circuit placed not more than 32" apart. To accommodate telecommunications, the Lessor must provide one dedicated, non-switched, grounded 120V AC circuit with two duplex outlets on each circuit placed not more than 32" apart.

C-1.2 Amp/Btu Data/Telecommunications (d/t) Requirements:

<u>EQUIPMENT TYPE</u>	<u>NO</u>	<u>VOLTS</u>	<u>AMPS</u>	<u>BTU/HR</u>	<u>TOTAL AMPS</u>	<u>TOTAL BTU/HR</u>
Modem	NA	NA	NA	NA	NA	NA
Server/Router	1/1	120	3	1,227	18	7,362
Telephone System	1	120	3	1,227	3	1,227
Telephone Handsets	NA	NA	NA	NA	NA	NA

Formula for Btu/hr = Amp X Volt X 3.41

C-1.3 Raceways: The communications raceway must be sized for a minimum of .18 square inch per workstation in the floor duct or raceway. A minimum of .75" conduit will be required to accommodate the wiring to each workstation and to a 2" X 4" box at the workstation. A single conduit and box will facilitate both data and telecommunications.

C-1.4 Each workstation requires one d/t box with conduit, one dedicated electrical duplex outlet and one general electrical duplex outlet. In addition, conference rooms and interview rooms are designated as workstations. All printer locations require a dedicated electrical duplex outlet as well as a d/t box with conduit, while copiers, shredders and postage machines require a dedicated electrical duplex outlet only. Fax machines require a general electrical duplex outlet and a d/t box with conduit.

C-1.5 Electrical Power Requirements:

<u>EQUIPMENT TYPE</u>	<u>NO</u>	<u>VOLTS</u>	<u>AMPS</u>	<u>BTU/HR</u>	<u>MAXIMUM PER #20 AMP CIRCUIT</u>	<u>TOTAL AMPS</u>	<u>TOTAL BTU/HR</u>
Computers							
Laptop	NA	NA	NA	NA	NA	NA	NA
Desktop	12	120	2	818	6	24	9,816
Monitor	12	120	0.18	74	6	2	888
Printer	2	120	6	2,455	2	12	4,910
Copier	1	120	10	4,090	1	10	4,090
Shredder	2	120	6	4,090	1	12	8,180
Fax	2	120	1	409	12	1	818

Total Workstations = 15 (growth included)

Total Printers and Faxes = 4

Total 2" X 4" Data/Telecommunications Boxes = 17

Formula for Btu/hr = Amp X Volt X 3.41

NOTE: This does not include other equipment such as calculators, typewriters, etc.

C-2 GROUP HOMES: There will be two separate Group Homes housing four individuals or a total of eight individuals (within both homes). The two group homes must not be attached. It is important that the materials used in construction can withstand intense abuse. A safe environment is critical in order to provide residential and behavioral support to each person. These homes will be licensed and certified under the Developmentally Disabled Medicaid Home and Community Based waiver program. There are certain requirements for "Group Homes", and the applicable Code of State Regulations related to building needs are attached at the end of this Request for Proposal. This building is required to be built using Edition 6.2 of the Design Guide for the Built Environment of Behavioral Health Facilities (Attachment Q).

C-3 EXTERIOR OF GROUP HOMES:

C-3.1 Each group home shall have a covered front porch (8 ft. by 8 ft.) and a covered back patio (8 ft. by 20 ft.). The backyards of each location shall be fenced in with a tall privacy fence. Both back yards should be connected.

C-3.2 A 10 ft. high fence is required to surround the backyard. The fence shall not be climbable and should not give access to areas such as roofs, trees, etc. Shrubbery should be non-toxic and low growing. Landscaping that can be picked up or causing injuries shall not be used.

C-4 INTERIOR OF GROUP HOMES:

C-4.1 All floors will be vinyl composite tile.

C-4.2 All walls will be impact resistant gypsum board, (mold and moisture resistant) or equivalent over 3/4" plywood and 10 ft. high. All wall studs must be on 12 inch centers.

C-4.3 Windows must have mini-blinds mounted between layers of polycarbonate or equivalent. The windows must be equipped with a security alarm.

C-4.4 All electrical outlets must be tamper resistant. Breaker panels must be in an area that is accessible by staff only (i.e., medical room, staff office area, etc).

C-4.5 Locate water shut-off valves in an area accessible to staff only behind a locked access door.

C-4.6 Light fixtures must be located at the ceiling height and be flush or recessed in the ceiling, not in areas easily accessible by the residents. The fixtures should be tamper resistant. No glass components should be used in any fixture. Incandescent light bulbs or fluorescent tubes shall not be accessible to residents.

C-4.7 The ceiling should be 10 foot high and constructed of 5/8" drywall of over 3/4" plywood.

C-4.8 HVAC grilles/equipment must be standard grilles with very small perforations that are secured in place with tamper resistant fasteners. Placed in areas that are not easily reached by a resident.

C-4.9 The tenant will be adding video and audio equipment in the common areas. Data boxes with conduct and electrical outlets will be required.

C-4.10 All lights, electrical outlets, HVAC and sprinklers must be tamper resistant.

C-5 PRIVATE BEDROOMS: There shall be four (4) private bedrooms within each of the two (2) Group Homes.

C-5.1 Two (2) 120 volt electrical outlets must be on each wall of each bedroom.

C-5.2 Two data/TV boxes must be within each bedroom. The TV area must be a recessed area to accommodate a TV and gaming system inside the recessed area. The recessed area must have a lockable clear cover made of plexiglass or equivalent. The front of the recessed area must be flush with the wall. The recessed area must have a data outlet and electrical outlet.

C-5.3 Each bedroom must have one closet with no door. Shelving must be fixed and not removable. No clothing poles.

C-5.4 One dedicated 20 amp GFIC circuit must be provided per bedroom/bathroom.

C-5.5 Each bedroom shall have one (1) window, minimum one two foot by three foot.

C-6 PRIVATE BATHROOMS: There shall be four (4) private bathrooms within each of the two (2) Group Homes, and each bathroom shall include the following:

C-6.1 A shower with ligature resistant controls, showerhead and trench drain.

C-6.2 A single sink with automatic on off flow.

C-6.3 The toilet must be wall mounted and tank less.

C-6.4 The water shut off valves must be behind a locked access door.

C-6.5 The mirrors must be radiused stainless steel frame security mirrors, firmly attached and flush with the wall.

C-6.6 The shower and all fixtures shall comply with Edition 6.2 of the "Design Guide for the Built Environment for Behavioral Health Facilities" (Attachment Q).

C-7 KITCHEN: There shall be one (1) kitchen in each of the two (2) Group Homes, and each kitchen shall include the following:

C-7.1 One electric range with hood.

C-7.2 Two sinks, with one locking garbage disposal. A key is required to operate the garbage disposal.

C-7.3 18 feet of upper and lower counter cabinets. All cabinets must be lockable.

C-7.4 Commercial dishwasher lockable.

C-7.5 An 18 cubic foot refrigerator with ice maker.

C-7.6 Eight (8) 120 volt electric duplexes above counter top on four (4) breakers.

C-7.7 All appliances such as refrigerator, dishwasher, etc. must be lockable.

C-7.8 The kitchen shall be built using Edition 6.2 of the "Design Guide for the Built Environment for Behavioral Facilities" (Attachment Q).

C-8 MAIN LIVING AREA: There shall be one (1) 420 square foot main living area in each of the two (2) Group Homes, and each living area shall include the following:

C-8.1 Each wall must have two electrical outlets and be wired for cable TV, telephone and internet outlets.

C-8.2 The TV area must be a recessed area to accommodate a TV and gaming system inside the recessed area. The recessed area must have a lockable clear cover made of plexiglass or equivalent. The front of the recessed area must be flush with the wall.

C-9 SECONDARY LIVING AREA : There shall be one (1) 168 square foot secondary living area in each of the two (2) Group Homes, and each secondary living area shall include the following:

C-9.1 Each wall must have two electrical outlets. One wall must be wired for cable TV, telephone and internet outlets.

C-9.2 The TV area must be a recessed area to accommodate a TV and gaming system. The recessed area must have a lockable clear cover made of plexiglass or equivalent. The front of the recessed area must be flush with the wall.

C-10 LAUNDRY ROOM: There shall be one (1) 60 square foot laundry room in each of the two (2) Group Homes, and each laundry room shall include the following:

C-10.1 A commercial grade electric washer and a commercial grade electric dryer and 6 ft. of upper cabinets that must be lockable.

C-11 MEDICATION ROOM: There shall be one (1) medication room in each of the two (2) Group Homes, and each medication room shall include the following:

C-11.1 Five foot of upper and lower cabinets that must be lockable.

C-11.2 Single sink with goose neck faucet.

C-11.3 Eight cubic foot refrigerator.

C-11.4 Three duplex outlets and databoxes for phone, fax and internet.

C-12 HALF BATH: There shall be one (1) half bath in each of the two (2) Group Homes, and each half bath shall include the following:

C-12.1 Accessible sink with automatic on/off flow.

C-12.2 Accessible toilet wall mounted and tank less.

C-12.3 The mirror must be a radiused stainless steel frame security mirror, firmly attached and flush with the wall.

C-12.4 All fixtures shall comply with Edition 6.2 of the "Design Guide for the Built Environment for Behavioral Health Facilities" (Attachment Q).

C-13 GARAGE: There shall be one (1) 280 square foot attached garage for each of the two (2) Group Homes, and each garage shall include the following:

C-13.1 Eight foot wide by nine foot high garage door with power opener with remote.

C-13.2 Ten foot ceiling.

C-13.3 Two 20 amp electric circuits for deep freezers.

C-14 EMPLOYEE RESTROOM HALF BATH: There shall be one (1) employee restroom that is a half bath in each of the two (2) Group Homes, and each employee restroom shall include the following:

C-14.1 Accessible sink.

C-14.2 Accessible Toilet.

C-14.3 Mirror.

C-15 HOT WATER HEATER: There shall be one (1) 75 gallon fast recovery hot water heater in each of the two (2) Group Homes.

C-16 INTERIOR DOORS: All interior doors for each of the two (2) Group Homes shall be:

C-16.1 Solid core wood doors.

C-16.2 The hardware must be ADA compliant and ligature resistant.

C-16.3 The hinges must be continuous hinges and ligature resistant.

C-16.4 All interior doors must have the capability to be locked from the outside, not the inside.

C-17 ENTRY ACCESS/SECURITY SYSTEMS SUPPLIED BY THE LESSOR: Each of the two (2) Group Homes shall have a security system to include the following:

C-17.1 Access to the facility and suites must be by an electronic controlled system; by the use of magnetic locks, electric strikes, or equal. Proximity readers capable of reading at a minimum of 4.5" distance should control access. The system must be capable of recording all ingress on all exterior doors and three (3) interior doors. The door access control door jambs and door hardware must be coordinated to provide a reliable security system.

C-17.2 Additions/deletions and program alterations may be made from 8:00 a.m. to 4:00 p.m. Monday through Sunday by phone or email.

C-17.3 Service must be available at all times.

C-17.4 Battery back-up must be provided.

C-17.5 Individual doors may be assigned lock and unlock times.

C-17.6 System must accommodate for holidays and weekends.

C-17.7 Emergency or fire exit must be allowed at all times.

C-17.8 The access/security system must be monitored off site by a professional certified security contractor. The tenant will pay the monthly monitoring charges after installation.

C-17.9 The first 50 programmable cards must be provided.

C-18 CODE REQUIREMENTS: The building must be designed using the latest edition of the (IBC) International Building Code (Occupancy Group R-3).

C-19 TEMPERATURE CONTROL: The temperature of the Group Home must be within an accepted comfort range of sixty-eight (68°) to seventy-eight (78°) degrees Fahrenheit.

C-20 SMOKE DETECTORS: The Group Home must have operating smoke detectors with hardwired battery backup.

C-21 CARBON MONOXIDE DETECTOR: Each group home must have a carbon monoxide detector due to the attached garage.

C-22 MULTIPLE RFP'S: This RFP #09702687 is being bid simultaneously with RFP #09702685. RFP #09702687 must be a minimum distance of one mile away from RFP #09702685.

C-23 Submittals will be required for this project.

ATTACHMENT D

PROPOSAL FORM

RFP No. 09702687

Department of Mental Health,
Group Home
Saline County
Marshall, Missouri

Bid Opening Date: October 7, 2015

This Proposal Form must be completed, sealed and received by the Division of Facilities Management, Design and Construction no later than 1:30 p.m. on the specified date. All proposals must be mailed or hand carried to:

Division of Facilities Management, Design and Construction
Real Estate Services
P. O. Box 809
301 West High Street, Room 730
Jefferson City, Missouri 65102

All proposals will be publicly opened and read at the above time, date and location.

Submitted by: _____
Phone Number: () _____
Address: _____

Owner/Agent
Facsimile Number: () _____

D-1. The undersigned, having examined and being familiar with local conditions including applicable model building codes, ordinances, requirements, etc., affecting the premises and with all sections and attachments of this specification package issued by the Division of Facilities Management, Design and Construction, hereby certifies that, with the exception of any appended variances, the premises meets or will meet or exceed the above conditions and proposes to furnish the indicated premises for the firm, fixed price per year:

*** BIDDER SHOULD ENTER AN AMOUNT OR THE WORDS
"NO BID" IN ALL BLANK AREAS PROVIDED**

D-1.1 Base Bid Rental Rate (**Includes Rent Only - Mandatory Entry**):

Price Per Year* _____ Dollars
(\$ _____)

D-1.2 Additional Amount for Lessor Provided Utilities (**Optional Entry**):

Price Per Year* _____ Dollars
(\$ _____)

D-1.3 Additional Amount for Lessor Provided Janitorial Services (**Optional Entry**):

Price Per Year* _____ Dollars
(\$ _____)

D-1.4 Selection of D-1.2 _____ and/or D-1.3 _____ is:

- The sole option of the state. Required by Bidder as part of the proposal.

D-2. Minimum Net Rentable Square Footage Offered (**Mandatory Entry**): * _____

D-3. **Variance(s) Requested:** Check this box if this proposal is contingent upon any variances to provisions of the Specifications and/or Attachment(s). All variances to the Specifications and Attachment(s) must be fully explained on a separate document attached to the completed Proposal Forms. Failure to comply with this requirement may result in disqualification of the proposal or, at the discretion of the state, insistence on full compliance with Specifications.

D-4. A cashier's check or bid bond payable to the State of Missouri as described in Attachment A, Item 4, must accompany this proposal. The Bidder's failure to accept an award based upon the provisions of this proposal will result in forfeiture of surety document.

D-4.1 Failure to provide a cashier's check or bid bond as described above will automatically disqualify the proposal from consideration.

D-4.2 Amount of Cashier's Check or Bid Bond Enclosed:

_____ Dollars
(\$ _____)

D-5. **Specific Site Information:** The Bidder should provide the proposed site address. (If the state has a choice of more than one site, please submit a separate proposal form for each site.)

Address of Proposed Property: _____

State Senate District: _____ State Representative District: _____

D-5.1 The proposed facility is:

- _____ (a) an existing structure with renovations
_____ (b) an existing structure with no renovation
_____ (c) an existing structure with an addition
_____ (d) new construction

D-5.2 The proposed premises are currently:

- (a) owned by the Bidder
- (b) Bidder has a signed option to purchase contract
- (c) Bidder is acquiring an option to purchase contract
- (d) Bidder has a verbal agreement with the owner
- (e) Bidder has no ownership rights or obligations
- (f) Broker representing an individual

D-5.3 In order to comply with local zoning requirements, the proposed premises:

- (a) are zoned correctly
- (b) must be rezoned

D-5.4 The proposed facility would be designed for and occupied by:

- (a) only the agency(s) specified in this RFP
- (b) the agency(s) specified in this RFP and other state agencies
- (c) the agency(s) specified in this RFP and other non-state organization(s)

D-5.5 The proposed facility is:

- (a) a single level facility
- (b) a multi-level facility

D-5.6 The proposed premises are:

- (a) all in one contiguous space
- (b) located on more than one level
- (c) located on one level but different areas, not connected

D-5.7 The exterior of the proposed facility is:

- (a) brick
- (b) block
- (c) wood
- (d) metal
- (e) drivit
- (f) other

D-5.8 The proposed facility's roof is:

- (a) shingle
- (b) metal
- (c) membrane

D-5.9 The proposed facility's HVAC system is:

- (a) gas
- (b) electric

D-5.10 The proposed facility's parking lot is:

- (a) asphalt
- (b) concrete

D-5.11 The proposed facility has the following Internet/Broadband connections:

- (a) DSL
- (b) cable modem
- (c) other

D-5.12 The proposed facility has the following cellular reception:

_____ (a) AT&T _____ (b) Verizon _____ (c) Sprint
_____ (d) US Cellular _____ (e) other

D-6. Total Parking Spaces Provided: _____ # of Handicap Spaces: _____

D-7. Construction Time from Notice to Proceed to Completion: _____

D-8. In submitting this bid, it is understood that the right is reserved by the Division of Facilities Management, Design and Construction, State of Missouri, to reject any and all bids, and it is agreed that the bids will not be withdrawn for a period of 90 days from the specified time for receiving bids.

D-8.1 IF AN INDIVIDUAL:

Name of Individual

Residence Address

Signature

Firm Name (if any)

Federal Tax ID # or SSN

Firm Address

Address for Communications

D-8.2 IF A PARTNERSHIP:

_____ General* _____ Limited
(Include names of all)

Name and Residence Address of Partners:

Name of Partnership

Partner

Signature

Partner

Signature

Address for Communications

Federal Tax ID # or SSN

*Include information of all partners by attaching additional pages if necessary.

D-8.3 IF A CORPORATION: (Exact Title)

Name of Corporation

Name and Title of Officer

Signature of Officer

Federal Tax ID # or SSN

Address for Communications

1. Incorporated under the laws of the
State of _____

2. Registered to do business in Missouri:
Yes _____ No _____ (Check one)

(ATTEST)

Secretary Signature

D-8.4 IF A BROKER REPRESENTING AN INDIVIDUAL:

Name of Broker

Signature of Broker

Name of Individual Represented

Signature of Individual Represented

Residence Address

Federal Tax ID # or SSN of Individual
Represented

(SEAL)

Each Bidder must complete the Proposal Form by signing on the proper signature line above and by supplying the required information called for in connection with the signature. Failure to properly sign the Proposal Form and to provide required information will constitute grounds for non-acceptance of bid.

D-9. Historic Status Documentation (Mandatory Entry - If Requesting Preference Points)

D-9.1 Address of Proposed Property: _____

D-9.2 Is the property individually listed in the National Register of Historic Places? (Check one)

Yes No Unsure

D-9.3 Is the property a contributing element of a National Register Historic District or a certified local district?

If yes, list the name of the historic district and include photographs of the facility. (Include a photo of the front elevation of the facility and a streetscape view showing the adjoining buildings.)

D-9.4 Has the property been determined to be eligible for listing on the National Register of Historic Places by the State Historic Preservation Office in the Department of Natural Resources? (Check one)

Yes No Unsure

If yes, attach a copy of the eligibility assessment and photographs of the facility. (Include a photo of the front elevation of the facility and a streetscape view showing the adjoining buildings.)

D-9.5 Will the project involve utilization of the federal or state rehabilitation tax credits? (Check one)

Yes No Unsure

Information on the National Register of Historic Places can be obtained by contacting the State Historic Preservation Program (SHPO) in the Department of Natural Resources at (573) 751-7858 or by visiting the SHPO website at <http://www.dnr.mo.gov/shpo/index.html>.

The State Historic Preservation Program can also provide information in regard to National Register eligibility and the federal and state rehabilitation tax credits.

D-10. Specialized District Documentation (Mandatory Entry - If Requesting Preference Points)

D-10.1 Address of Proposed Property: _____

D-11.2 What were the former uses of the Proposed Property?

D-11.3 Has a Phase I Environmental Site Assessment been conducted at the proposed site? (Check one)

Yes No Unsure

If yes, indicate the name of the firm who conducted the assessment and include a copy of the findings.

Name: _____

D-11.4 Has a lead paint or asbestos inspection been conducted by a certified inspector at the proposed site?

Yes No Unsure

If yes, indicate the name of the certified inspector who conducted the assessment and include a copy of the findings.

Name: _____

Information on the Missouri Voluntary Cleanup Program (VCP) may be obtained by contacting the Department of Natural Resources at (573) 526-8913 or by visiting the website at <http://www.dnr.mo.gov/env/index.html>.

Rev. 12 6 2012

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

ATTACHMENT E

DEFINITIONS

The terms and parties designated in the Specifications and Proposal Forms shall be defined as follows:

E-1. BIDDER/LESSOR/PRINCIPAL: The individual, firm or group of firms who submit a proposal for leasing the premises to the state as described in the Request for Proposal (RFP) and attachments.

E-2. STATE/LESSEE/DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (FMDC): The State of Missouri, FMDC, shall serve as the state's exclusive representative in all real estate leasing transactions except as otherwise noted by statute or Code of State Regulations. No individual, organization or agency other than the FMDC has authority to obligate the state in any form; verbal, written or otherwise. Any questions regarding the bid process, specifications, Lease or authority must be directed to the FMDC Leasing Coordinator identified on the cover page of the RFP.

E-3. MUST/SHALL/WILL/REQUIRED: Mandatory provisions; failure to comply will result in rejection of the proposal. Proposals that do not or cannot comply with these provisions will be judged non-responsive and eliminated from consideration.

E-4. SHOULD/MAY: A strong expectation that the specified provision will be performed without a mandatory obligation to provide the requirement. If compliance is not possible or desirable, the Bidder must specify that item as a "variance" in the proper place on the Proposal Form and explain fully in attached material. Generic variances to the specification (i.e. all shoulds are variance, etc.) may result in the proposal being declared non-responsive. Consideration will be given to granting the variance in some situations. Acceptance of any variance is at the discretion of the state.

E-5. VARIANCE: A stipulated non-mandatory provision of these Specifications to which the Bidder requests an exclusion or exemption. The state reserves the sole authority to determine whether a requested variance is acceptable. If the "Variance Requested" box on the Proposal Form is not checked and the requested variances specified on an attachment, the variance will not be accepted and the Bidder will be obligated to meet all provisions of these Specifications. A variance will not be granted for provisions designated as mandatory (see E-3 above).

E-6. PREMISES: All land, buildings and equipment included as a part of the property leased to the state.

E-7. BASE BID RENTAL RATE: The annual rent amount to be paid the Lessor for use and maintenance of the premises, pest control, fluorescent and incandescent light bulbs procurement and installation, ice and snow removal, parking, lawn care and trash disposal, unless otherwise noted.

E-8. ARCHITECT/ENGINEER: The Architect or Engineer retained and furnished by the Bidder. The Architect or Engineer must be registered with the State of Missouri and shall furnish all necessary architectural and engineering services as required to construct or renovate the project.

E-9. ACCESSIBLE/ACCESSIBILITY: A condition in which all features and facilities of the premises (land, buildings and equipment) are usable by a state employee or client, including those individuals with disabilities. The specifications set forth by the Americans with Disabilities Act Accessibility Guidelines will be used.

E-10. ADAAG: The Americans with Disabilities Act Accessibility Guidelines.

E-11. RFP/SPECIFICATIONS/BID PACKAGE: Any and all material contained within and/or attached to this document.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

- E-12. BID/PROPOSAL: The Proposal Form and any attachments submitted by the Bidder to the state.
- E-13. SURETY DOCUMENT: A bid bond or cashier's check that is provided by the Bidder/Lessor and payable to the State of Missouri as a guarantee of certain action by the Bidder/Lessor. Bidder/Lessor's failure to comply with the warranted provisions may result in forfeiture of the document.
- E-14. EXTENSION PERIOD(S): A period of time following the expiration of the stated term of the Lease that allows the state, at its sole option, to continue occupancy for a specified period under the same terms and conditions specified in the original Lease.
- E-15. PRIVATE ROOM(S): Rooms having full height (floor to ceiling) walls on all sides and a minimum of one single door not smaller than 3' X 6'8" in height with ADAAG acceptable hardware.
- E-16. WORKSTATION(S): Locations where individuals need access to electrical-data/telecommunication outlets to perform work. They include private offices, semi-private offices and open space offices as defined by Office Space Summary Form. In addition, conference room(s), interview room(s), copier area(s), etc., may be workstations if so designated in Data/Telecommunications Requirements.
- E-17. TENANT: The agency that occupies the facility. FMDC, as Lessee, may elect to re-assign Tenants to best utilize space resources. This may include sub-leasing to a non-governmental Tenant.
- E-18. NOTICE OF AWARD: Written notification issued by FMDC notifying Bidder that the state will enter into a contractual arrangement upon compliance with the terms and conditions of the RFP.
- E-19. NOTICE TO PROCEED: Upon review and approval of architectural plans, a written notification issued by FMDC notifying awardee of approval to proceed with renovation/construction in accordance with the RFP and approved drawings.
- E-20. CERTIFICATE OF CONDITIONAL ACCEPTANCE: Written notification issued by FMDC notifying lessor that the facility substantially complies with the RFP and occupancy will occur on the specified date. The date of acceptance initiates the lease agreement. Issuance of this document in no way relieves the Lessor of responsibility for attaining total compliance with the RFP in the specified time period.
- E-21. IBC: International Building Code.

Rev 11/4/10

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS
ATTACHMENT F

INSTRUCTIONS TO BIDDERS

F-1. OVERVIEW

F-1.1 All provisions of these specifications apply equally to proposed new construction and existing facilities, including facilities currently occupied by the state.

F-1.2 The sole purpose for this RFP is to provide a facility from which to deliver services to the citizens of the State of Missouri and/or conduct the business of the state. It is essential the facility be readily adaptable to the functional needs of the program. Therefore, the state must have the latitude to arrange the interior of the facility (reception area, offices, conference room(s), restroom(s), etc.) to the fullest extent possible. Bidders must identify and attach any and all restrictions (permanent walls, plumbing locations, mechanical equipment, etc.) to the Proposal Form. If such restrictions are not identified and attached, the Bidder must assume full responsibility for constructing, remodeling and/or renovating the facility in accordance with the state's needs.

F-1.3 Please visit our web site at <http://www.oa.mo.gov/fmdc/leasingoperations/index.shtml> to view the Mission Statement, Current Statewide Bidders List, Bidders Application, Upcoming RFPs, State Regulations Governing Leasing, Leasing Policy and Process, and Inventory of Leases.

F-2. PREVAILING WAGE

F-2.1 Prevailing Wage, RSMo 290.220, declares the policy of the State of Missouri to be "that a wage of no less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed shall be paid to all workers employed by or on behalf of any public body engaged in public works exclusive of maintenance work." Lessors who construct or renovate property for lease to the State of Missouri are deemed to be employing workers on behalf of a public body and must pay the prevailing wage to all workers employed thereon. Attachment L to this RFP is a listing of the prevailing wage for all crafts in the specified area.

F-2.2 The successful Bidder/Lessor shall forfeit to the state \$10.00 per worker, per day, for each calendar day or portion thereof such worker is paid less than the said prevailing wage for any work done under said contract by the contractor or subcontractor.

F-2.3 The successful Bidder/Lessor shall maintain accurate records pertaining to wages paid all workers employed on the project for a period of one year following completion of the project.

F-2.4 Upon completion of the project, an affidavit must be submitted to the Division of Facilities Management, Design and Construction (FMDC) certifying that the Lessor, his general contractor and all subcontractors have fully complied with the Prevailing Wage Law.

F-2.5 All questions regarding the Prevailing Wage Law should be addressed to the Department of Labor and Industrial Relations, Division of Labor Standards, Prevailing Wage Section, 3315 West Truman Boulevard, P.O. Box 449, Jefferson City, Missouri 65102-0449.

F-3. SUBMITTING A PROPOSAL

F-3.1 All proposals must be submitted in a sealed envelope or package; all proposals must be received and officially stamped with the date and time at 301 West High Street, Room 730, Jefferson City, Missouri 65101, no later than the exact time specified in the RFP. No proposal will be opened or accepted if received after the specified time for receiving proposals. The sealed envelope or package containing a proposal should be clearly marked on the outside with the enclosed completed green and white Identification Label. The Bidder must assume full and total responsibility for assuring the proposal is delivered to the specified location prior to the specified time and date.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

F-3.2 All proposals should be submitted on the Proposal Form provided by FMDC (Attachment D). Any proposal not submitted on the Proposal Form may be rejected. No telephonic, telegraphic or facsimile bids will be accepted. If more than one proposal is being submitted by a Bidder, each proposal should be packaged individually within the sealed envelope to ensure each proposal is recognized and read.

F-3.3 Bidders must list and describe on a separate sheet any and all variances from these specifications (i.e. Instructions to Bidders, Specifications for Office Space and any and all other attachments), append said sheet to the Proposal Form and place an "X" in the "Variance Requested" box on the Proposal Form indicating these variances are a condition of the bid. Otherwise, the Bidder will be expected to perform in strict compliance to all specifications and attachments contained in this bid package, Notice of Award and the Lease.

F-3.4 In order to avoid misunderstandings, written inquiries are strongly encouraged and such inquiries should be received at least 14 calendar days prior to the specified opening date.

F-3.5 Bidders may withdraw their proposals at any time prior to the scheduled closing time for receipt of bids, but no bid may be withdrawn for a period of 90 calendar days following the scheduled bid opening date.

F-3.6 The Bidder should offer a firm, fixed annual Base Bid rental rate that remains constant throughout the life of the Lease. Proposals that include an increase in the Base Bid rate may be declared non-responsive and excluded from consideration for award.

F-3.7 Legislative Districts: The Bidder should specify on the Proposal Form the Senatorial and Representative District in which the proposed property is located. This information is necessary in order to address legislative notification responsibilities.

F-4. SITE SELECTION

F-4.1 Bidders should make every effort to locate a suitable site prior to their bid submittal. However, at the time of the bid evaluation, the Bidder must have identified a suitable site and, if requested, provide to the evaluation committee written documentation of an option to purchase or ownership of said property. Failure to provide this documentation is grounds for the rejection of the Bidder's proposal and forfeiture of bid surety.

F-4.2 The successful Bidder has 30 days from the date of the Notice of Award to provide to the state documentation demonstrating ownership of the selected site, if requested. Failure to provide this documentation is grounds for withdrawing the award and forfeiture of bid surety. If, at a future date it is determined that the selected site will not be able to be used, the state, at its option, will work with the successful Bidder to locate a new site with no increase in awarded dollar amount. If a suitable site cannot be located, the state will withdraw the award, in accordance with paragraph F-6.1.

F-5. SERVICES

F-5.1 Light Bulbs: The Bidder, as part of the Base Bid rental rate, must furnish and install all fluorescent and incandescent lights. Replacements must be provided and installed as needed to maintain lighting levels.

F-5.2 Pest Control: The Bidder, as part of the Base Bid rental rate, must provide and pay for effective and safe pest control (insect and rodent).

F-5.3 Lawn Care: The Bidder, as part of the Base Bid rental rate, must provide general lawn care and maintenance to include, but not be limited to, cutting and trimming grass on all sides of the premises, removing all weeds, debris and trash, trimming all shrubs and removal of litter from the parking lot to insure a well-maintained appearance.

F-5.4 Snow & Ice Removal: The Bidder, as part of the Base Bid rental rate, must provide snow and ice removal from sidewalks and parking lot. All accumulation should be removed prior to 7:30 a.m. of each workday. Driving lanes should be cleared during working hours if snow or ice accumulates.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

F-5.5 Trash Removal: The Bidder, as part of the Base Bid rental rate, must provide trash receptacles and removal at least one time per week.

F-5.6 Parking: The Bidder, as a part of the Base Bid rental rate, should provide a parking area as specified in Attachment G and Attachment A.

F-5.7 Utilities and Janitorial: Proposals in which the Lessor provides utilities and janitorial services must identify the annual charge for the Lessor to provide the services. This charge should be entered on the Proposal Form as a separate charge from the Base Bid rental rate, even if the proposed area is not or cannot be metered independently. If the premises cannot be metered independently, the Bidder must so state on the Proposal Form.

F-5.7.1 If the Bidder is unable or unwilling to offer the state the option of a base bid rental rate excluding utilities and janitorial services, the Proposal Form should clearly state that the premises are only offered at a single rental rate.

F-5.8 Any special conditions, rules or requirements by the Lessor pertaining to the occupancy of the proposed premises must be stipulated on the proposal.

F-5.9 Public Transportation: When public transportation is available within the requested geographic boundaries, access should be provided within a one-block radius of the proposed site.

F-6. BONDING REQUIREMENTS

F-6.1 A surety document in the form of a cashier's check or bid bond, payable to the State of Missouri in the amount as indicated in Attachment A, must accompany the submitted proposal and be fully and immediately negotiable for 90 calendar days following the date of bid opening. No negotiable instrument other than a cashier's check or bid bond will be accepted. This surety document may be forfeited in the event the Bidder fails to comply with the terms and conditions of the RFP and his proposal.

F-6.2 The surety document submitted by unsuccessful Bidders will be returned at the time the Notice of Award is issued to the successful Bidder or at the end of the 90 day period upon written request by the Bidder.

F-6.2.1 The surety document may, at the sole discretion of the state, be returned prior to the 90 day period upon written request by Bidder.

F-6.3 The successful Bidder must submit a surety document guaranteeing performance in accordance with the specifications and proposal within 30 calendar days of issuance of the Notice to Proceed. This surety document must be in the form of a cashier's check or a performance bond, made payable to the State of Missouri in the amount indicated in Attachment A, and fully negotiable for 12 months from the Notice to Proceed. The initial surety document submitted with the Bidder's proposal will be returned immediately upon the state's receipt of the surety document guaranteeing performance. No negotiable instrument other than a cashier's check or performance bond will be acceptable.

F-6.4 The successful Bidder's surety document may be forfeited in part or in full if the successful Bidder fails to accept a lease, fails to fully comply with all provisions of the specifications and award or if the premises are not available for occupancy on the specified date.

F-6.5 The cashier's check or performance bond will be returned following the state's inspection of the premises and issuance of a "Certificate of Conditional Acceptance." (See F-10.2)

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

F-7. STATE RIGHTS/RESPONSIBILITIES

F-7.1 FMDC is the exclusive representative of the state in all real estate leasing transactions except as otherwise noted by statute or Code of State Regulations. No individual, organization or group including the agency occupying or to occupy the premises, other than FMDC, shall interpret, define or explain any part of these specifications or obligate the State of Missouri in real estate leasing transactions in any form; verbal, written or otherwise. Any questions regarding the bid process, specifications, Lease or authority must be directed to the individual identified on the cover page of this document.

F-7.2 The state reserves the right to reject any and all bids and waive all variances and informalities in bids. The Lease contract will be awarded to the lowest and best Bidder, in writing only, by FMDC.

F-7.3 If no responsive or acceptable bids are received, the state may, at its sole option, initiate a new bid process or enter into negotiations with selected individuals to provide the premises.

F-7.4 Any signage displayed on the premises during construction or renovation that refers to the State of Missouri or any of its agencies or offices must have prior written approval of FMDC.

F-7.5 The state will award the Lease to the Bidder offering the "lowest" and "best" proposal with 75% consideration given to "lowest" and 25% consideration given to "best." Unless noted, all stipulations set forth in the RFP represent minimum acceptable standards. When assessing "best," additional consideration may be given to proposals offering features, equipment, services and auxiliary fiscal benefits that exceed minimum acceptable levels. (See Attachment I for details.)

F-7.6 The state must have the right to "screen" all member(s) of the janitorial workforce for criminal records.

F-8. ARCHITECTURAL DRAWINGS

F-8.1 Within ten calendar days of issuance of the Notice of Award, the successful Bidder must submit a footprint. The footprint should include the following items: columns, plumbing, windows, exterior doors and mechanical rooms. The footprint must include all interior and exterior dimensions and note any variances.

F-8.2 Within 60 calendar days of issuance of an approved floor plan by FMDC, the successful Bidder must submit documentation to demonstrate that the facility will be in full compliance with the Specifications for Office Space (Attachment G) and other pertinent requirements of the specific bid package. This documentation should include, but not be limited to, the following plans and specifications:

- | | | |
|---------------------------------------|--------------------|--|
| 1. Site Plan/Elevations/Contour Lines | 4. Plumbing Plan | 7. Door and Window Schedule |
| 2. Plans/Elevations | 5. HVAC Plan | 8. Plans/Elevations for ADA Compliance |
| 3. Building Sections Plan | 6. Electrical Plan | 9. Tabulation of the structure load, including design and code requirements which must be noted on the drawings. |

F-8.2.1 The above-mentioned plans and specifications must be prepared and sealed by an architect and professional engineer registered with the State of Missouri. A minimum of three sets of the final plans and specifications must be submitted.

F-8.3 Said plans and specifications must be sent to:

Division of Facilities Management, Design and Construction
Real Estate Services Section
P. O. Box 809
301 West High Street, Room 730
Jefferson City, Missouri 65102

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

F-8.3.1 Architectural Drawings: If possible, the architectural drawings should also be submitted on a computer disk. The software the state's system supports is AutoCad release 2000 DXF or DW6 format. The drawings may also be submitted via the Internet. Other CADD systems may also be compatible. Contact FMDC Leasing Coordinator for additional information.

F-8.4 The Bidder must assume full responsibility and liability for the actions of the architect, professional engineer, contractor(s) or subcontractor(s) for compliance with these specifications. All field verifications are the responsibility of the architect, professional engineer, contractor(s) or subcontractor(s).

F-8.5 Receipt of documents later than 60 calendar days after issuance of an approved floor plan may constitute grounds for withdrawal of the award and forfeiture of the surety document. The drawings and specifications shall be reviewed by FMDC and the Tenant within 30 days of receipt for compliance with provisions of the RFP. This review should not be interpreted as an endorsement or approval of design or construction plans, materials or codes. The state reserves the right to require changes in the documents or to reject changes proposed by the Bidder. Upon review of the documents (and if changes are required, receipt of corrected documents) by FMDC and the Tenant, the Bidder shall receive a written Notice to Proceed from FMDC. A Limited Notice to Proceed may be issued to the Bidder upon written approval by the state. Construction or renovation of the premises should not proceed until a written Notice to Proceed or Limited Notice to Proceed is received by the successful Bidder. Work performed on the project prior to receipt of a written Notice to Proceed will be solely at the risk of the Bidder. No deviations from the floor plan and specifications will be allowed without re-submission to and written approval from FMDC.

F-8.6 Review of the plans and specifications and inspections at the site by the State of Missouri shall in no way absolve the Lessor of any United States or State of Missouri requirements or supplant any requirements, inspections, licenses, ordinances, etc., required by the political subdivision in which the construction or renovations shall take place.

F-8.7 The provision requiring submission of plans applies equally to proposed new construction and existing facilities, including facilities currently occupied by the state.

F-9. INSPECTIONS

F-9.1 Representatives of the State of Missouri shall inspect the premises periodically to determine whether or not the premises are in compliance with the terms of the specifications and proposal. If deficiencies are discovered, the Lessor will be notified and directed to correct the deficiencies. Upon notification from the Lessor that all deficiencies have been corrected, the state shall perform a second inspection within 30 days.

F-9.2 Should the state's on-site inspections reveal noncompliance with codes, ADAAG or state specifications, the Lessor will be formally notified of such findings and required to correct the deficiencies within a specified time period. In the event corrective action is not taken within 30 days or the specified time period, rental payments may be withheld until the deficiencies are corrected.

F-9.3 The state will inspect the premises conditional acceptance and for compliance no more than two times at the state's expense. If more than two inspections are required to confirm compliance, the state may, at its sole option, require reimbursement for any and all expenses associated with additional inspections at a rate of \$40.00 per hour to include travel time from portal to portal.

F-9.4 The premises must comply with all provisions of these specifications and the Lease for the full term of the Lease (initial and extension periods). No inspection or certification will relieve the Lessor from compliance with these specifications and the Lease.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

F-10. OCCUPANCY

F-10.1 The target dates for completion and occupancy are as specified in Attachment A. The Bidder must specify on the Proposal Form the number of days needed for construction/build out from the Notice to Proceed. The number of days specified in the bid proposal will be added to the date of the Notice to Proceed to determine the completion date.

F-10.2 Certificate of Conditional Acceptance: FMDC will issue a Certificate of Conditional Acceptance when the facility is substantially completed and can be safely occupied. Issuance of the certificate shall not be arbitrarily withheld. The Certificate of Conditional Acceptance will specify when the rent shall begin. For a partial month, rent will be paid on a per diem basis. If the Lessor allows the Tenant to move in prior to issuance of the Certificate of Conditional Acceptance, the Lessor does so at its own risk and cost. The Lessor should provide 15 working days between completion and occupancy. This Certificate of Conditional Acceptance is in addition to (not in lieu of) any occupancy permit issued by a municipality.

F-10.3 The successful Bidder should notify FMDC 45 days prior to the completion date. The time between completion and occupancy will be used by the state to install wiring, systems furniture, perform inspection and occupy.

F-10.4 The successful Bidder will provide construction clean-up of the facility to a "broom clean" condition. This will include the "sealing" of all new vinyl floors, washing of all windows, cleaning of the restrooms and lounge, and vacuuming and "spot cleaning" of the carpet.

F-10.5 The premises must be available by the completion date stated. The initial period of the Lease herein proposed shall begin on the date specified on the Certificate of Conditional Acceptance and shall terminate on the next 30th day of June, unless otherwise specified.

F-10.6 In the event the premises are not available for occupancy on the specified date, the rental payment specified shall not be paid until the premises are occupied. In addition, liquidated damages in the amount of two times the daily rental rate will be assessed against the Bidder for each 24 hour period occupancy is delayed. The daily rental rate shall be calculated as 1/365th of the annual rental rate as proposed. Further, it is mutually agreed that this sum is set out as the damage the state would suffer as a result of the Bidder's failure to comply with this provision. This sum will be deducted from normal rental payments.

F-11. LEASE

F-11.1 Attachment K is a copy of a standard Lease used by the State of Missouri. The successful Bidder will be required to enter into this Lease upon award of the bid. Bidders should not complete any parts of the sample Lease attached to these specifications. FMDC will prepare the Lease and send it to the successful Bidder for signature. Bidders should carefully review all provisions of the standard Lease to insure acceptability. No alterations to the basic provisions and format of the Lease will be made following the Notice of Award.

F-11.2 All rental payments will be made on a monthly basis in arrears and are payable on the last day of the month for which payment is due and owed. The state may require the Lessor to receive monthly rental payments through direct deposit of funds.

F-11.3 The Lessor shall permit the Lessee to modify and maintain ownership of the data/telecommunication (d/t) systems necessary for the Tenant's business throughout the term of Lease. Upon termination of the Lease, the ownership of the d/t wiring will become the property of the Lessor.

F-11.4 The Lessor shall be responsible for the repair and maintenance of the building and all equipment and fixtures furnished by the Lessor. Additionally, the Lessor is responsible for all property taxes and insurance. The Lessee cannot assume responsibility for repair and maintenance of leased property.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

F-11.5 The Lessor may, at a reasonable time and with the approval of Lessee's authorized representative, enter the premises to perform inspections and maintenance of the premises and property. Said approval by the Lessee shall not be arbitrarily withheld.

F-11.6 The Lessee, at its option, may sublease all or a portion of the demised space to any governmental, not-for-profit or private entity. When major changes in tenancy are planned, the Lessee will notify the Lessor of its intentions and request concurrence from the Lessor of the proposed changes. The Lessor will not arbitrarily withhold such concurrence.

F-11.7 It is understood between the Lessor and Lessee that moneys to fund rental and all other payments due under this Lease are annually appropriated by the Missouri General Assembly for one fiscal year beginning on July 1. It is further understood and agreed to by the Lessor and Lessee that this Lease shall not be binding upon the Lessee or Lessor unless and until general appropriations have been made by the Missouri General Assembly and, if applicable, funds have been received from the United States Government for payment of rent or for any other payment under this Lease on behalf of the Lessee for any fiscal year during the initial period or extension period of the Lease.

F-12. RENEWAL AND EXTENSION PERIOD(S):

F-12.1 The initial period of the Lease shall commence upon acceptance of the facility and issuance of the Certificate of Conditional Acceptance and end June 30.

F-12.2 The Lessor must grant the option to renew said Lease for one-year periods, called renewals.

F-12.3 The Lessor must grant to the Lessee the option to extend the Lease for three two-month periods following the expiration date at the same rental rate, as paid during initial Lease. Lessee must notify Lessor of its intent to exercise the extension no later than 60 days before the expiration of the Lease or 30 days before the expiration of any extension period.

F-12.4 Prior to issuance of the Notice to Proceed the Bidder may request and the state may grant one additional year to the Lease if the first year of the Lease is for less than nine months.

F-13. NET RENTABLE SQUARE FOOTAGE

F-13.1 Net Rentable Area - Single Tenancy Floor: Net rentable area of a single tenancy floor, whether above or below grade, shall be computed by measuring to the inside finish of permanent outer building walls or from the glass line where at least 50% of the outer building wall is glass. Net rentable area shall include all areas within outside walls, less stairways, elevator shafts, flues, pipe shafts, vertical ducts, airlock entries, air conditioning rooms, fan rooms, janitorial closets (unless requested), electrical closets and other such rooms and their enclosing walls not available to the Tenant for its furnishings and personnel. Restrooms exclusively serving the Lessee and guests shall be included in the net rentable area. No deductions shall be made for columns, pilasters or other structural projections. No other area(s) will be considered in calculating net rentable area. (See Attachment B for details.)

F-13.2 Net Rentable Area - Multiple Tenancy Floor: The net rentable area of a multiple tenancy floor, whether above or below grade, shall be the sum of all net rentable areas on that floor. The net rentable area of an office on a multiple tenancy floor shall be computed by measuring to the inside finish of permanent outer building walls, or to the glass line if at least 50% of the outer building is glass, to the office side of corridors common to all Tenants and/or other permanent partitions, and to the center of partitions that separate the premises from adjoining rentable areas. Stairways, elevator shafts, flues, pipe shafts, vertical ducts, airlock entries, air conditioning rooms, fan rooms, janitorial closets (unless requested), electrical closets and other such rooms and their enclosing walls not available to the Tenant for its furnishings and personnel shall be excluded from net rentable area. No deductions shall be made for columns, pilasters or other structural projections. Restrooms exclusively serving the Tenant and guests shall be included in the net rentable area. No other area(s) will be considered in calculating net rentable area. (See Attachment B for details.)

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

F-14. MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION: In accordance with Executive Order 05-30, issued September 8, 2005 the successful Bidder is encouraged to utilize minority and/or women owned businesses (M/WBE) on all contracts of \$100,000.00 or greater. It is intended that the 10% MBE and 5% WBE is desired. The targets may be met through the use of prime contractors, subcontractors, joint ventures, or other arrangements that afford meaningful opportunities for (M/WBE) participation.

F-15. FILING AND PAYMENT OF TAXES

F-15.1 In accordance with Section 34.040.6 RSMo, the Division of Facilities Management, Design and Construction is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144.

F-15.2 In order for the Division of Facilities Management, Design and Construction to be able to consider your proposal, you must verify that you are either registered to collect sales and/or use tax in Missouri, or you are not making retail sales of tangible personal property or providing taxable services in Missouri. You can provide this verification by submitting an official "Vendor No Tax Due" certificate if you are properly registered to collect and have properly remitted sales and/or use tax, or if you are not making retail sales in Missouri.

F-15.3 A bidder/lessor should include the "Vendor No Tax Due" with your bid proposal.

F-15.4 A bidder/lessor must provide a "No Tax Due" to FMDC prior to receiving a Notice of Award or entering an Extension Period.

F-15.5 Failure to maintain compliance with chapter 144, RSMo throughout the term of a lease contract, may also result in termination of said contract.

F-15.6 A certificate of vendor no tax due can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

F-15.7 If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a certificate of vendor no tax due can be issued.

F-15.8 A certificate of vendor no tax due can be obtained by contacting the Missouri Department of Revenue, Division of Taxation & Collection, P. O. Box 3666, Jefferson City, MO 65105-3666. You may also call (573) 751-9268, fax (573) 522-1265, or email taxclearance@dor.mo.gov. For walk-in assistance, you can visit a Tax Assistance Center near you:

Jefferson City
301 W. High St., Rm. 330

St. Louis
3256 Laclede Station Rd., Ste. 101

Kansas City
615 E. 13th St., Rm. 127

St. Joseph
525 Jules, Rm. 314

Cape Girardeau
3102 Blattner Dr., Ste. 102

Joplin
1110 E. 7th St., Ste. 400

Springfield
149 Park Central Square, Rm. 313

F-15.9 Additional information regarding Section 34.040.6 RSMo is available on the Department of Revenue's website at <http://www.dor.mo.gov/tax/business/sales/hb600.htm>.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

F-16. MISSOURI SERVICE DISABLED VETERAN BUSINESS PREFERENCE: Any bidder eligible to receive the Missouri service-disabled veteran business preference pursuant to 34.074 RSMo must review and complete ATTACHMENT O, MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE and provide the specified documentation in accordance with the instructions provided therein.

Rev 7/13/12

STATE OF MISSOURI FACILITIES SPECIFICATIONS AND DEFINITIONS
ATTACHMENT G

SPECIFICATIONS FOR OFFICE SPACE

G-1 BUILDING SITE

G-1.1 The premises must not be located in an area designated as a hazardous waste, landfill or designated wetland area and must be served by a Department of Natural Resources approved water site and sewage system. The premises should not be located in an area designated as a 100 year flood plain.

G-1.2 All proposals will be evaluated on the required square footage specified above at the proposed rental rate. Proposals offering less than the required square footage will be judged non-responsive and eliminated from consideration. Proposals offering more than the required square footage may be judged non-responsive and eliminated from consideration.

G-2 CODES, STANDARDS AND GENERAL REQUIREMENTS

G-2.1 The premises must, at a minimum, conform to the following codes, standards and general requirements, as well as local model building code, ordinances and requirements in effect at the time the RFP is released. In the event of a conflict the most stringent shall apply.

G-2.1.1 The Bidder/Lessor shall be responsible for providing or securing all certificates, permits, construction, supervision, labor, materials, tools and construction equipment necessary for the execution and completion of the premises in compliance with the specifications, Proposal Form and Prevailing Wages.

G-2.1.2 The premises must meet all building codes according to the latest published edition of International Building Codes.

G-2.1.3 Life safety provisions and exitway arrangements must conform to the latest published edition of the NFPA 101 where applicable.

G-2.1.4 Building construction/finishes should be of commercial grade quality.

G-2.2 Alarms and Fire Extinguishers

G-2.2.1 Where required by code, the premises must be equipped with a fire and/or smoke protective signaling or automatic fire detection system which meets the requirements of the aforementioned codes and all local building codes, fire codes and requirements. All fire and smoke alarm systems must be in accordance with ADAAG, Sections 4.1 and 4.28. All telephone lines installed for fire and emergency reporting must be in compliance with local building codes and fire codes.

G-2.2.2 Fire extinguishers must be furnished and maintained in accordance with National Fire Code #10; a minimum of two five-pound, ABC rated extinguishers must be provided. However, additional fire extinguishers must be provided when the maximum travel distance to any one fire extinguisher location exceeds 75'.

G-2.2.3 Fire Extinguisher Inspection: All fire extinguishers must be inspected and maintenance performed a minimum of one time per year by trained personnel. All inspection records must be signed and maintained by the inspecting official. A copy of this record should be provided to the Tenant.

G-2.2.4 All fire extinguishers out of service for maintenance or recharge must be replaced by a spare of equal or greater rating.

G-2.3 All plumbing for the exclusive use of the state and guests should meet the latest edition of the International Plumbing Code. All plumbing fixtures should be equipped with individual stops.

STATE OF MISSOURI FACILITIES SPECIFICATIONS AND DEFINITIONS

G-2.4 All electrical equipment and wiring should meet or exceed the requirements of the latest edition of the National Electrical Code, published by NFPA. All fixtures, receptacles and switches must be Underwriter Laboratory (UL) approved.

G-2.5 All Heating, Ventilating and Air Conditioning (HVAC) systems must conform to the National Fire Protection Association (NFPA) requirements and must be designed in accordance with the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) handbooks and standards. All buildings over 10,000 square feet must meet ASHRAE 90.1 on new construction.

G-2.5.1 In accordance with Section 319.200 - 319.207, RSMo, all buildings must comply with Seismic design and construction, in accordance with IBC or local adopted codes.

G-2.5.2 Public Law 101-336, The Americans with Disabilities Act (ADA), which was signed into law on July 26, 1990, and became effective January 26, 1992, prohibits discrimination against people with disabilities in employment, transportation, public accommodation, communications and activities of state and local government. Therefore, the State of Missouri will only lease premises that fully comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). For further information concerning specific provisions of ADAAG contact:

President's Committee on Employment of People with Disabilities
1331 F Street, NW, 3rd Floor
Washington, D.C. 20004
Phone: (202) 376-6200

NOTE: The United States Internal Revenue Code contains provisions permitting tax credits/deductions for small businesses that incur renovation expenses related to compliance with the Americans with Disabilities Act. IRS Publication No. 907, providing information on the provisions, may be obtained by calling 1-800-829-3676.

G-2.6 Asbestos: Friable asbestos, as defined in the Environmental Protection Agency (EPA) Pamphlet, Guidance for Controlling Asbestos Containing Materials in Buildings, revised June 1985, and A Building Owner's Guide to Operational and Maintenance Program for Asbestos Containing Materials, revised July 1990, must not be present in the space to be leased or anywhere in the building.

G-2.7 Accessibility

G-2.7.1 The building and premises must be handicapped accessible as defined by ADAAG, enacted by the Federal Government on July 26, 1990, which became effective January 26, 1992.

G-2.7.2 All state leased land, buildings and equipment must be accessible to and usable by clients and employees. All construction and renovation shall conform to specifications set forth by ADAAG.

G-2.7.3 All exits required by code must have adequate means of egress for disabled individuals as defined by ADAAG, Sections 4.1, 4.2, 4.3, 4.4, 4.5 and 4.8. The primary and employees' entrance to the facility must be fully accessible for disabled persons.

G-2.7.4 The premises must be barrier free, allowing persons (guests and employees) direct access to the office and all activity areas. Accessibility will be furnished in accordance with ADAAG, Sections 4.1, 4.2, 4.3, 4.4 and 4.5.

G-2.8 Restrooms

G-2.8.1 Each restroom should have a minimum of one mirror, soap dispenser, towel dispenser, toilet paper dispenser and waste receptacle of commercial quality. A female hygiene product waste receptacle should be installed within all women's privacy partitions. Privacy partitions must be provided when any restroom contains more than one water closet and/or urinal. Restroom signage must comply with ADAAG, Sections 4.1 and 4.30.

STATE OF MISSOURI FACILITIES SPECIFICATIONS AND DEFINITIONS

G-2.8.2 All restrooms and restroom furnishings must be accessible for disabled persons and individuals in wheelchairs in accordance with Figure 30(a) or Figure 30(a-1) of ADAAG. All restrooms must meet ADAAG, Sections 4.1, 4.16, 4.17, 4.18 and 4.19.

G-2.8.3 Each restroom should be equipped with a floor drain to handle accidental water overflows.

G-2.8.4 Single use restrooms must have privacy, bedroom or bath lock installed on door. (The button automatically releases when the inside lever is turned or the door is closed.)

G-2.8.5 Commercial grade toilets with power flush or flush valve should be provided in all restrooms and urinalysis rooms (UA).

G-2.8.6 The employee restroom(s) should have an electrical hand dryer.

G-2.8.7 All toilets must meet the 1,000 grams single flush, as listed in the latest edition (MaP) Maximum Performance Testing of popular toilet models.

G-2.9 Parking

G-2.9.1 The total number of required parking spaces should be provided per the Attachment A.

G-2.9.2 All accessible parking spaces must be striped and signed in accordance with ADAAG. Appropriate access must be provided from each space to the main entrance in accordance with ADAAG, Sections 4.1, 4.6, 4.7 and 4.8.

G-2.9.3 Accessible spaces must be clearly identified with a sign reflecting the minimum fine of \$50.00 through \$300.00 for parking violations.

G-2.9.4 Standard parking stalls shall be marked with white paint. Other pavement markings and signage shall comply with MUTCD (Manual of Uniform Traffic Control Devices), as published by the U.S. Department of Transportation, Federal Highway Administration.

G-2.10 Building Signage

G-2.10.1 Interior signage that identifies permanent rooms and space, i.e. restrooms, conference rooms, lounge, area of refuge, etc., must be provided. All signage must comply with ADAAG, Sections 4.1 and 4.301.

G-2.10.2 Interior and exterior signage must be provided which gives direction to, or information about, operational areas in the facility which provide access for disabled persons and must comply with ADAAG, Sections 4.1 and 4.30.

G-2.10.3 Exterior signage identifying the state agencies will be furnished by the Lessor, if requested. The Lessor should provide space for the sign and install the sign on the front of the facility or an agreed upon location, whichever is more visible. (Ref. G-2.12.2)

G-2.11 Electrical

G-2.11.1 All general power circuits must be wired with a minimum of #12 wire and all electric cable must have copper conductors with a separate ground wire.

G-2.11.2 A minimum of one nominal 120V duplex receptacle must be provided for every 12 lineal feet of wall space, on each of the four walls in a private office and each of the three walls in a semi-private office.

G-2.11.3 All electrical breaker panels should have a minimum of 20% open breaker capacity. (All circuits must be a minimum of 20 amps or greater depending on the intended use for the circuit.)

STATE OF MISSOURI FACILITIES SPECIFICATIONS AND DEFINITIONS

G-2.11.4 Each workstation location must have one dedicated 120V duplex receptacle with a maximum of six duplexes per circuit, an outlet for general electrical and a data/phone box with 1" conduit. Dedicated circuits must be wired with a neutral and a separate ground, wired to the panel. Additional dedicated circuits must be placed at designated locations to accommodate printers, copy machines, etc. (Ref. E-16)

G-2.11.5 All duplex receptacles should be labeled and numbered. Dedicated duplexes should be marked with a distinctly colored faceplate.

G-2.12 Lighting

G-2.12.1 Lighting design should meet the latest edition of ASHRAE 90.1.

G-2.12.2 Office space only - Interior Lighting Fixtures should be fluorescent with diffusers. All fixtures should comply with the following specifications: fixtures should contain F32T8/35K lamps with an electronic instant start ballast or equivalent; and individual occupancy sensors should be provided to control lighting in all private rooms, with override switches provided.

A minimum of 50 footcandles must be provided in all areas. The interior lighting should be ballast to provide "night lighting" at the entrance and exits. Approximately 5% of the space shall be lighted at night.

G-2.12.3 Emergency and Exit Lighting: Emergency lights must be provided in the office area. Entrances and exitways shall be clearly illuminated by emergency lighting. Emergency lighting must have two energy sources; one being a reliable type of rechargeable batteries. Changeover time between energy sources shall be no more than ten seconds. Exits and exit access, as required, shall be marked by approved illuminated signs readily visible from any direction of access. The light source for the exit signs shall be electroluminescent (EL), light emitting diode (LED), tritium or self luminous. Exit signs shall have an emergency lighting mode. Lessor must inspect emergency and exit lighting systems quarterly. Any malfunctioning equipment shall be immediately repaired or replaced.

G-2.12.4 Outdoor Lighting: All exits and the exterior of the building should be lighted in accordance with the latest edition of ASHRAE 90.1, (reference Table 9.3.2) metal halide lamps may be used for spotlighting signs or other displays. Outdoor lighting should be controlled by means of a photocell that automatically turns off the exterior lighting when daylight is available, or by a timer located where the Tenant can easily access.

G-2.12.5 Parking Lot Lighting: The parking lot should be lighted to maintain a minimum of ½ footcandle per square foot.

G-2.13 Entrances and Exits

G-2.13.1 All entrances and exits to the facility must be illuminated, lockable, equipped with panic hardware and closers.

G-3 INTERIOR CONSTRUCTION REQUIREMENTS

G-3.1 Doors

G-3.1.1 Exterior Doors must be commercial grade; either solid core, insulated metal or safety glass with a metal frame, closers, and must have weather stripping.

G-3.1.2 Interior Doors should be solid or solid core, metal frame, equipped with doorstops and passage hardware, except where noted otherwise.

G-3.1.3 Door Widths must be a minimum of 36" wide, in accordance with ADAAG, Sections 4.1 and 4.13.

STATE OF MISSOURI FACILITIES SPECIFICATIONS AND DEFINITIONS

G-3.2 Insulation

G-3.2.1 Exterior walls should be insulated to the equivalent of R-19; for example, a 6" batt of fiberglass insulation is equivalent to R-19. Exterior walls must be sealed and draft free.

G-3.2.2 The roof assembly should be insulated to the equivalent of R-30 Roof Insulation, in facilities with suspended ceilings should not be installed directly on ceiling tiles.

G-3.2.3 Sound insulation should be provided in restrooms, lounges, data rooms, conference rooms and mechanical rooms at an STC rating of not less than 45. This includes all side walls and the ceiling above said rooms.

G-3.3 Ceilings and Walls

G-3.3.1 Mechanical, electrical, file and supply/storage rooms must, at a minimum, meet the latest building codes.

G-3.4 Finishes

G-3.4.1 All paintable surfaces should be painted prior to occupancy. All paint used should be semi-gloss or egg shell latex enamel with a washable and scrub-able finish.

G-3.4.2 Finish materials in exitways must conform to ASTM E-84 flame spread rating of 0-25; corridors leading to exitways 26-75; offices and rooms 76-200; occupied basements 26-75 unless direct exit to outside is provided. Application of finishes must conform to code requirement relating to non-combustible backing, furring and fire-stopping.

G-3.4.3 Division of Facilities Management, Design and Construction (FMDC) must be consulted in the selection of all interior colors. Material samples must be submitted to FMDC for approval prior to installation. The sample must be accompanied by manufacturer's product data specifications. At a minimum, samples must be submitted for carpet, vinyl, paint, countertops, wall coverings, and vinyl cove base.

G-3.5 Janitorial Closet: The janitor's closet should be equipped with a mop sink with hot and cold water. A minimum of 10 lineal feet of storage shelves should also be provided.

G-4 HVAC SYSTEM

G-4.1 The HVAC system should meet the latest edition of ASHRAE 90.1.

G-4.2 The HVAC equipment/systems supplied must provide a means for air cleaning/filtering, dehumidifying, tempering and distribution. Air distribution must consist of receiving return air from the conditioned space, mixing it with outside air as required, tempering it and delivering it to the conditioned space. All private rooms should have a return air duct to maintain circulation.

G-4.2.1 The HVAC system must be sized to offset all loads as dictated by intended space usage, internal and external building gains and losses, loads created by infiltration and outside air brought into the building. The system must be sized in occupiable area(s) to comply with the minimum outside air requirements set forth in the latest edition of the ASHRAE Pocket Guide. In addition, the air circulation control system must be designed to maintain an inside temperature of 74 +/- 2°F in all areas of the building when outdoor temperature is between ASHRAE winter and summer design temperatures.

G-4.2.2 Since outside air will be introduced into the system, some recirculation air must be exhausted. The system must be capable of exhausting recirculated air to the outside without the possibility of the exhaust air reentering the building immediately after exhaust. When the building is unoccupied the system may close the outside air inlet duct for temperature control of space. All private rooms should have a return air duct to maintain circulation. The Lessor must provide drawings clearly showing all ventilation airflow.

STATE OF MISSOURI FACILITIES SPECIFICATIONS AND DEFINITIONS

G-4.2.3 The HVAC system must be of a low velocity design with filtered and balanced supply air to each zone. Air leakage in supply and return ducts must be minimal. All ducts must be firmly supported and free of vibration. Sufficient balance dampers must be provided to properly balance the system. The air system should be essentially noise-free and meet minimum noise criteria levels per ASHRAE standards.

G-4.2.4 The control system should provide for automatic night setback, having the capability to automatically control the HVAC system fans to run continuously during occupied times and only when heating or cooling is required during unoccupied times. The system should be able to switch from heating/cooling automatically.

G-4.2.5 The HVAC system capacity should be sized to allow for a warm-up (pick-up) cycle from a 10° F temperature set back.

G-4.2.6 The air system controls should provide for an automatic humidity control per ASHRAE Comfort Standard 55, latest edition. Humidistats should be mounted on a wall in an accessible area.

G-5 DATA/TELECOMMUNICATIONS REQUIREMENTS

G-5.1 Data/Telecommunications (d/t) Room(s): The Lessor must provide a d/t room(s) to support specific equipment and wiring requirements. The room(s) should be centrally located, free of any electrical panels or water sources (i.e. hot water heaters, mop sinks, etc.) and must have a minimum of one 8' X 4' X 1/2" sheet(s) of plywood mounted on one (1) wall horizontally (with the top edge at 7' and away from the wall 1-1/2") above the required electrical outlets. If the plywood extends beyond the length of one wall, it should be located on an adjacent wall. The mounting of the data equipment racks is the Lessor's responsibility. If a building has multiple data rooms, they must be connected by a minimum 3" raceway pipe to carry backbone and other connecting cable from room to room. The d/t rooms should be located directly above each other on a vertical plane within a multi-story building.

G-5.2 The Lessor must prepare the facility to accommodate the installation of d/t wiring by the Tenant (or contractor of the Tenant) to all workstations. Accessibility for wiring may be attained by utilizing enclosed ceilings, raised data flooring, the equivalent of Walker Duct, columns or systems furniture. Power poles are not acceptable. Additional d/t requirements are described in agency special requirements (Attachment C).

G-5.3 The Lessor must provide a raceway to accommodate service entry by the telephone company from the exterior of the facility to inside the d/t room. The specifications for the raceway should be obtained from the local service provider.

G-5.4 The Lessor must size raceways for a minimum of .18 square inch per workstation in the floor duct or raceway. Any raceway/conduit installed above a Sheetrock ceiling must be extended to be fully accessible. Additional information can be referenced in the Attachment C.

G-5.5 The Lessor is not responsible for the d/t cable/wire nor the required connector and cover. The Lessor must provide covers for any unused d/t boxes.

G-5.6 Environmental: The d/t equipment room must maintain an operating temperature range of 50° to a maximum of 80° Fahrenheit with a non-condensing, relative humidity of 20% to 70%, maintained 24 hours a day, seven days a week. The equipment in the d/t room will be operational 24 hours a day, seven days a week.

G-5.7 If the total Btu/hour of the controller/modem/data is less than or equal to 9,000 Btu/hour, a properly ventilated d/t room with a minimum of a 400 cfm, 120V exhaust fan controlled by a line/voltage/thermostat should keep the d/t room within the cooling limits specified above.

G-5.8 If the total Btu/hour of the controller/modem/data is greater than 9,000 Btu/hour, the HVAC system must be set up such that the d/t room has its own self-contained unit and is controlled to maintain the appropriate parameters as set forth above.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

ATTACHMENT H
JANITORIAL SERVICE SCHEDULE

The Lessor shall perform the following tasks in order to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs, other debris, etc. The Lessor shall perform the listed tasks between the hours of 6:00 p.m. and 12:00 a.m., Monday through Friday, excluding State holidays, unless other days or times are approved by the Tenant.

1. DAILY REQUIREMENTS: (MONDAY THROUGH FRIDAY).

- a. Empty all wastebaskets and deposit the trash into appropriate waste disposal containers. Thoroughly wash, clean, and disinfect all wastebaskets, as needed.
- b. Clean all kitchen and break rooms, including washing and disinfecting all hard surfaces. Clean and disinfect sinks.
- c. Clean and disinfect drinking fountains.
- d. Clean toilet bowls and seats, urinals, hand basins, counter tops, and the walls around these fixtures.
- e. Clean all restroom mirrors, bright work, chrome pipes, and fittings.
- f. Sweep and wet mop all restroom floors using a disinfectant.
- g. Clean restroom stall partitions, doors, door frames, and push plates (all sides). Dust or wipe all horizontal surfaces.
- h. Empty and clean (inside and out) all restroom trash containers and disposals; change liners daily. Replace all sanitary napkin receptacle liners.
- i. Restock restroom dispensers to normal limits (soap, toilet tissue, paper towels).
- j. Report any and all damage found.
- k. Clean janitorial closets after completion of the daily tasks and before exiting the building(s).
- l. Address any and all related and conditional miscellaneous janitorial cleaning duties which may arise as a result of accidental spilling of any office materials or supplies.

2. WEEKLY REQUIREMENTS: ONE (1) TIME PER WEEK.

- a. Wash wastebaskets and replace plastic liners as needed in general staffing areas. Change all liners in kitchens, break rooms, and the lobby as needed.
- b. Thoroughly vacuum all carpet, including all entrance and exit rugs/mats. As stains appear, spot clean the carpet.
- c. Thoroughly sweep and wet mop all hard surface floors (as needed) to give a clean and satisfactory appearance.
- d. When necessary, replace contractor-provided rugs/mats.
- e. Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

- f. Sift sand and remove cigarette butts from all smoking receptacles outside the building(s).
Replace sand when it becomes discolored.
- g. Remove all trash and debris from the outside perimeter of the building(s), including parking lot(s). Sweep sidewalks ten feet (10') from all entrances/exits.
- h. Spray buff floors.
- i. Pour five (5) gallons of water down each floor drain.

3. MONTHLY REQUIREMENTS: (1) TIME PER MONTH, WITHIN THE FIRST TEN (10) CONSECUTIVE WORK DAYS OF EACH MONTH.

- a. Spray buff all hard surface floors.
- b. Dust all flat surfaces including, but not limited to, file cabinets, conference tables and stands, bookshelves, coat racks, window sills, hand rails, etc.
- c. Clean and disinfect all walls, baseboards, doors, frames, partition surfaces, light switches when required, light fixtures, as needed, to remove insects, dirt, etc., in and on the fixtures, and remove cobwebs from all ceilings, doors and corners within the building(s).
- d. Clean the tops, fronts, and sides of all vending machines.
- e. Thoroughly scrub all hard surface floor areas removing all scuffs and black marks. Apply skid-proof floor wax finish as required to display a clean floor.
- f. Clean/dust all venetian/mini-blinds.
- g. Clean/Vacuum cloth cubicle partitions, including the bases and tops.
- h. Brush and spot clean fabric furniture.
- i. Clean/vacuum all vents and air diffusers (supply and return).

4. QUARTERLY REQUIREMENTS: Every quarter prior to January 10, April 10, July 10, and October 10.

- a. Scrub all restroom floors. Apply five (5) coats of skid proof finish on vinyl floors. No finish on ceramic tile floor.

5. ANNUAL REQUIREMENTS: One (1) time per year, at the request of the Tenant.

- a. Deep clean all carpet via wet extraction method. The contractor must notify the lead tenant contact person at least seventy-two (72) hours in advance of carpet cleaning in order for the building tenants to prepare for the carpet cleaning. In addition, the contractor shall resolve problem areas as requested by the lead tenant contact person.

The above is the minimum schedule of cleaning necessary. The Lessor shall furnish plastic wastebasket liners, toilet tissue, paper towels, liquid hand soap, disposable liners for sanitary napkin cans, sand for ash trays, entrance/exit mats, blood and bodily fluid clean-up kits, all cleaning products, Material Safety Data Sheets (MSDS), MSHP fingerprint background check and confidentiality oath sheet on each janitorial employee. In the process of performing the requirements of the contract, personnel may become aware of information required by law to be kept confidential. Therefore, personnel must not at any time disclose, directly or indirectly, any information gained during the performance of the janitorial services. The state agency and/or lead tenant contact person shall have the right to deny access to the building to any of the personnel for any reason.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

ATTACHMENT I

PROPOSAL EVALUATION

(See Attachment J for overview of Bid/Evaluation/Award and Lease Process)

I-1. CRITERIA FOR EVALUATION: The Lease will be awarded to the Bidder offering a premises that is judged by the Division of Facilities Management, Design and Construction as being the lowest and best proposal offered. In judging the lowest and best proposal, 75% of the scoring will be attributed to the lowest responsive base bid annual cost and 25% to the best responsive bid.

I-1.1 All Bidders submitting responsive proposals with the required surety document will be offered an opportunity to meet with the individual or individuals performing the evaluation of the proposals. Proposals that do not include the required surety document or are obviously non-responsive will be eliminated from consideration.

I-1.2 All proposals will be evaluated based on the square footage set forth in the RFP. Proposals offering less square footage will be judged non-responsive and eliminated from consideration. Proposals offering more square footage may be judged non-responsive and eliminated from consideration.

I-1.3 The responsive proposal offering the lowest responsive base bid annual cost will be assigned .75 points. The number of points assigned to all other proposals will be determined by their relative position to the lowest priced proposal. For example, if two proposals are received, one for \$50,000 and one for \$45,000, 75 points will be assigned to the \$45,000 proposal and 67.5 points to the \$50,000 proposal.

$\frac{\text{Lowest Responsive Base Bid Annual Cost}}{\text{Compared Cost}}$	X	Maximum Cost Points	=	Cost Points
$\frac{45,000}{50,000}$	X	75 points	=	67.5

I-1.3.1 If the RFP requests that proposals offer a one-time payment for a special provision, i.e., communication wiring and/or equipment, security devices, etc., the cost effectiveness of the one-time payment will be evaluated separately from the base bid.

I-1.3.2 If a variance is requested and accepted for part or all of Item F-5.6, the following will be added to the proposed rental rate.

Parking (annual cost)	\$600.00 per space - outstate, Cole County
Parking (annual cost)	\$900.00 per space - metro

I-1.4 An evaluation committee will meet with each Bidder to review the proposals and perform a comparative assessment of the relative benefits and deficiencies of the proposals using subjective judgment to determine the best proposal.

I-1.5 All Bidders must attend the bid evaluation. The Bidder will be expected to provide a detailed presentation of his bid proposal. Subjective points will be awarded based on a review of the proposal and the information provided during the presentation. Failure to attend the bid evaluation will result in a score of zero for the 25 potential subjective points.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

ATTACHMENT J

BID/EVALUATION/AWARD & LEASE PROCESS

- J-1. Tenant submits information regarding operational needs and program requirements to Division of Facilities Management, Design and Construction (FMDC).
- J-2. FMDC develops the Request for Proposal (RFP).
- J-3. Advertisements for proposals are submitted to newspapers and RFPs or Invitations to Bid are sent by FMDC directly to individuals and organizations who have indicated interest.
- J-4. FMDC receives and secures the sealed proposals until the specified date for bid opening.
- J-5. FMDC conducts a public bid opening and reading on the specified date in their offices at 301 West High Street, Room 840, Jefferson City, Missouri.
- J-6. FMDC records and secures all surety documents, makes a copy of the bids for state use and transmits a copy of the bids to the Tenant.
- J-7. FMDC conducts an evaluation of the proposals in accordance with the published Lease Policy.
- J-8. FMDC formally notifies the successful and unsuccessful Bidders. (This constitutes the Notice of Award and is contingent upon the successful Bidder's compliance with all provisions of the RFP and accepted Proposal Form.)
- J-9. FMDC, in accordance with the published Lease Policy, schedules a pre-design meeting with the Bidder and Bidder's architect to devise an internal floor plan that accommodates the Tenant's operational needs. After the meeting, FMDC will provide the successful Bidder an acceptable floor plan.
- J-10. Successful Bidder submits to FMDC the required plans, signed and sealed by an Architect/Engineer, and pertinent data for lease development.
- J-11. FMDC reviews submitted plans and data in accordance with the published Lease Policy.
- J-12. Following plan review and approval, FMDC issues the Notice to Proceed and establishes the actual completion and occupancy dates. Upon compilation of vendor and lease data, FMDC submits the Lease to Lessor for appropriate signature.
- J-13. The Lessor returns the signed Lease to FMDC to obtain appropriate signatures of Lessee.
- J-14. FMDC submits fully executed Lease to Lessor.
- J-15. FMDC performs a physical inspection of the premises to validate conformity to specifications and approved plans and issues the Certificate of Conditional Acceptance. The Lessor will be notified of any deficiencies and be required to take corrective action within a specified time period.

ATTACHMENT K

SAMPLE
STATE OF MISSOURI
LEASE OF REAL PROPERTY

THIS LEASE, No. , made and entered into this day of **Error! Bookmark not defined., Error! Bookmark not defined.**, by and between (State of Missouri Vendor Number), hereinafter called the Lessor, and the State of Missouri, by the Office of Administration, Division of Facilities Management, Design and Construction, hereinafter called the Lessee, on behalf of the Department of , hereinafter called the Tenant.

WITNESSETH: That the Lessor, in consideration of the covenants of said Lease hereinafter set forth, does by these presents lease to said Lessee, under the terms and conditions set forth, the premises described as follows:

(County), Missouri **Error! Bookmark not defined.**, hereinafter called "premises" and consisting of net rentable square feet.

1. **TERM OF LEASE**

- (a) The said Lease shall commence , and end June 30, **Error! Bookmark not defined.**
- (b) The Lessor grants to the Lessee the option to renew said Lease for successive one-year periods, hereinafter called "renewal periods."
- (c) The expiration of the final option period shall be June 30, **Error! Bookmark not defined.**

2. **RENTS**

The annual rent shall be in the amount of **DOLLARS AND CENTS (\$)**, payable monthly in arrears in the amount of **DOLLARS AND CENTS (\$)**.

3. **RENEWAL TERMS**

- (a) The Lessee shall be deemed to have exercised its option to renew said Lease for the succeeding one year period unless the Lessee notifies the Lessor, in writing, of its intent to vacate the premises not less than 60 consecutive calendar days prior to the expiration of any period for which the premises are let. The Lessee need not notify the Lessor of its intent to vacate at the end of the final renewal period.
- (b) The Lessor grants to the Lessee the option to extend the Lease for three (3) 2 month periods following the final renewal period at the same rental rate as paid during the final renewal period. Lessee must notify Lessor of its intent to exercise the extension no later than 30 days before the expiration of the final renewal period or 30 days before the expiration of any extension period.
- (c) In the event the Lessee remains in possession of the premises after the expiration date of said Lease without extending the Lease or without executing a new Lease, the Lessee shall be deemed to be occupying the premises as a Lessee from month-to-month, with the parties therefore subject to existing provisions of law and all of the conditions of said Lease insofar as they are applicable to a month-to-month tenancy, except that the Lessor agrees to accept the said rental rate on a monthly basis until the premises are vacated by the Lessee or until the parties enter into a new agreement, whichever is sooner.

4. **CONSTRUCTION AND RENOVATION**

- (a) The Lessor shall remodel, construct, and equip the premises in accordance with RFP No. and Bid Proposal, which are made a part hereof by reference, and the premises shall be prepared to the satisfaction of the Lessee. The building and premises must be accessible as defined by the Americans with Disabilities Act Accessibility Guidelines, enacted by the Federal Government on July 26, 1990, which went into effect January 26, 1992.
- (b) In the event the Lessor fails to remodel, construct and equip the premises in accordance with Paragraph (4)(a) by the guaranteed occupancy date as stated in Lessor's Bid Proposal, liquidated damages in the amount of twice the per diem rental shall be assessed for each calendar day thereafter that the Lessee is prevented from occupying the premises by reason of such failure, and the rent provided for herein shall be forfeited and shall not be payable until the premises are ready for occupancy.
- (c) Extensions of time for the date of occupancy may be granted by Lessee for delays due to abnormal weather, which actually impedes work progress. The records of the U.S. Weather Service for the last ten years for the time and place of occurrence of the abnormal weather shall be used to establish what is normal. Time extensions may also be granted for delays due to labor strikes, acts of God, fire, and non-delivery of materials by third persons, provided Lessor provides satisfactory evidence that the materials were ordered in sufficient time to support ordinary construction progress.
- (d) The Lessor understands and agrees that all alterations, renovations and improvements made to the premises during the life of the Lease including all extension periods, shall be made in accordance with requirements as set forth in Chapter 290, RSMo.

5. **SERVICES, FEES AND ASSESSMENTS**

- (a) The Less agrees to pay for the utilities of heat, air conditioning, water, sewer, light, steam, gas and electricity.
- (b) The Lessor agrees to pay for storm water assessments, ad valorem taxes and any other fees or assessments made in connection with the ownership, possession or use of the premises to include monthly service charges for monitoring of fire alarm systems and phone lines within elevators required for compliance with life safety codes.
- (c) The Less agrees to provide and pay for janitorial services, equipment and supplies, including paper products (restroom tissue, paper towels, etc.).
- (d) The Lessor agrees to provide **Error! Bookmark not defined.** parking spaces located on the premises or within a reasonable distance from the premises.
- (e) The Lessor shall furnish all fluorescent, incandescent light bulbs and exterior lighting necessary on the premises. Thereafter, the Lessor shall furnish and the Lessor shall install replacements for all fluorescent, incandescent light bulbs and exterior lighting necessary on the premises.
- (f) The Lessor shall permit the Lessee to install communication systems necessary for the conduct of the Lessee's business and said systems shall remain the property of the Lessee. Upon termination of this Lease, any data/telecommunications wiring enclosed within the walls or ceiling shall become property of Lessor.
- (g) The Lessor will provide and pay for general garbage and trash removal from the premises.

- (h) The Lessor agrees to pay for storm water assessments, ad valorem taxes and any other fees or assessments made in connection with the ownership, possession or use of the premises to include monthly service charges for monitoring of fire alarm systems and phone lines within elevators required for compliance with life safety codes.
- (i) The Lessor agrees to provide and pay for effective and safe pest control (insect and rodent).

6. USE OF PREMISES

The Lessee agrees to use the premises for office space, so long as such use shall be deemed feasible by the Lessee, and the Lessee shall have the right to assign its rights under said Lease, in whole or in part, to any other governmental agency, subject to the same conditions of said Lease. Lessee may not assign its rights under said Lease to any non-governmental party without the written consent of the Lessor. The Lessee, at its option, may sublease all or a portion of the demised space to any governmental, not-for-profit or private entity.

7. ALTERATIONS AND IMPROVEMENTS

The Lessee shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises, which fixtures, additions or structures so placed upon or attached to the premises shall be and remain the property of the Lessee and may be removed and otherwise disposed of by the Lessee. The above changes or alterations shall in no way weaken or cause structural injury to the premises, and the altered part of the premises shall, upon removal by the Lessee, be returned to the condition existing prior to such change, alteration, installation, ordinary wear and tear excepted, if required by the Lessor.

8. PREMISE MAINTENANCE

- (a) The Lessor shall maintain the premises in good repair and tenantable condition, including buildings, equipment, HVAC filters, fixtures and any other property furnished by the Lessor to the Lessee under said Lease. The Lessor will inspect emergency and exit lighting systems, fire extinguishers and heat and smoke detectors annually. Any malfunctioning equipment must be immediately repaired or replaced. Record of inspections shall be maintained and signed by the inspecting agent with a copy given to the Tenant agency. For the purpose of so maintaining the premises and property, the Lessor may, at reasonable time and with the approval of the Lessee's authorized representative, enter and inspect the premises and make any necessary repairs.
- (b) In the event the premises fall into disrepair or untenable condition arising from the Lessor's failure to perform maintenance as required by paragraph (8) (a), such that the Lessee or its employees' ability to safely or comfortably conduct business is substantially impaired, the Lessee shall notify the Lessor in writing of the general nature of the disrepair or untenable condition. Lessor shall have 14 consecutive calendar days from the date of this notice to take whatever measures are necessary to correct the disrepair or untenable condition to the Lessee's reasonable satisfaction. If the Lessor fails or neglects to take measures to correct the disrepair or untenable condition within such 14 day period, then the Lessee may, at its option, (1) take measures to correct the disrepair or untenable condition and abate the cost of such corrective measures from the rent otherwise due without prejudice to other judicial remedies the Lessee may seek; (2) exercise its option to terminate said Lease without additional notice, vacate the premises, and recover any rent paid in advance for the period subsequent to the date that Lessee vacates the premises as well as the costs incurred by the Lessee in vacating the premises and in finding a new location; or (3) withhold all rental payments pending correction of the disrepair or untenable condition.

9. DAMAGE OR LOSS OF PREMISES

- (a) The Lessee agrees to pay for any damage to the premises caused by the acts of Lessee or its employees, ordinary wear and tear excepted.
- (b) If the premises are damaged or destroyed by fire or other casualty so as to render the premises untenable, the rent shall be abated or reduced proportionately according to the usable square feet remaining on the premises as determined by the Lessor and Lessee until the premises are restored by the Lessor. The Lessor shall not be obligated to repair or restore the premises in the event of such damage. However, the Lessor shall notify the Director or Deputy Director, Division of Facilities Management, Design and Construction, in writing of its intent concerning repair and restoration of the premises within 15 consecutive calendar days after the date of such damage. In the event the Lessor elects not to repair or restore the premises, or in the event the Lessor elects to repair or restore the premises and they are not restored to a condition substantially as good as prior to such damage within 60 consecutive days from the date of such damage, the Lessee may, at its option, terminate the Lease by giving the Lessor ten consecutive calendar days written notice of its intent to do so, and the Lessor shall return to the Lessee any rent paid in advance for the period subsequent to the effective date of said notice.

10. DISREPAIR

If, at any time, during the period of said Lease a public official, agency, architect or professional engineer registered in the State of Missouri determines that the premises do not comply with building codes, ordinances and requirements or that the premises are not in an adequate state of repair, are disruptive to the Tenant services and program delivery, or are not safe for occupancy, Lessee shall notify Lessor of such fact and the Lessor shall respond within 24 hours with a proposed solution for correction of deficiencies. Lessor shall have any such deficiencies corrected within five consecutive calendar days of the date of such notice, or within an extension period granted at the option of Lessee. If the Lessor fails or neglects to correct such deficiencies within said time period, Lessee may, at its option, terminate said Lease without additional notice, vacate the premises and recover any rent paid in advance for the period subsequent to the date that Lessee vacates the premises as well as the costs incurred by Lessee in vacating the premises and in finding a new location.

11. INDEMNIFICATION

The Lessor shall indemnify and hold the Lessee harmless from all liabilities, charges, expenses (including counsel fees) and costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses directly resulting from a dangerous condition existing on the premises at the time of the injury, unless the said dangerous condition shall have been caused or created by or have resulted from the wrongful act or omission of an employee of the Lessee within the course of said employee's employment.

12. NOTICES

Any notice by Lessor concerning said Lease shall be deemed sufficient if sent by certified mail, return receipt requested, to:

Division of Facilities Management, Design and Construction
Real Estate Services
P. O. Box 809
301 West High Street, Room 730
Jefferson City, Missouri 65102

Any notice by Lessee concerning said Lease shall be deemed sufficient if sent by the Facilities Operations Manager, Real Estate Services, Division of Facilities Management, Design and Construction, by certified mail, return receipt requested, to the mailing address provided and updated by Lessor.

13. **APPROPRIATIONS**

It is understood and agreed between the parties that the lease is contingent upon the Lessee receiving monies to fund rental and all other payments due under said Lease which are annually appropriated by the Missouri General Assembly for one fiscal year which begins on July 1 and ends June 30. Said Lease shall not be binding upon the Lessee unless and until general appropriations have been made by the Missouri General Assembly and, if applicable funds have been received from the United States Government for a payment of rental or for any other payment under said Lease on behalf of the Lessee for any fiscal year during the initial period or any renewal or extension period of said Lease. In the event that sufficient funds are not appropriated, the lease shall be deemed to have expired of its own terms, and Lessee shall have no further obligation hereunder.

14. **BINDING AND ENTIRE AGREEMENT**

The covenants and agreements contained in said Lease shall be binding upon and shall inure to the benefit of the parties of said Lease, their respective successors, administrators, executors and assigns.

IN WITNESS WHEREOF, we have hereunto affixed our signatures.

LESSEE:

LESSOR:

Office of Administration

By: _____
Lisa A. Cavender, Facilities Operations Manager
Real Estate Services

By: _____

Date: _____

Date: _____

Rev 7/19/12- :mav

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 21

Section 101
SALINE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2014

Last Date Objections May Be Filed: April 9, 2014

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase *	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	10/14	\$35.24	52	53	\$24.48
Boilermaker	6/14	\$33.36	57	7	\$27.95
Bricklayer and Stone Mason		\$28.30	59	7	\$15.93
Carpenter		\$12.96	FED		
Cement Mason	6/14	\$26.33	9	3	\$11.50
Communication Technician		\$34.83	13	72	\$18.73
Electrician (Inside Wireman)	1/15	\$36.14	13	72	\$16.26 + 10%
Electrician (Outside-Line Construction/Lineman)		\$39.95	125	65	\$5.00 + 34.5%
Lineman Operator		\$37.27	125	65	\$5.00 + 34.5%
Groundman		\$26.47	125	65	\$5.00 + 34.5%
Elevator Constructor		a \$42.195	26	54	\$23.305
Glazier		\$17.00	FED		\$1.95
Ironworker		\$26.90	50	4	\$26.40
Laborer (Building):					
General	6/14	\$24.05	30	4	\$14.75
First Semi-Skilled	6/14	\$24.45	30	4	\$14.75
Second Semi-Skilled	6/14	\$24.85	30	4	\$14.75
Lather	6/14	\$33.88	63	68	\$15.05
Linoleum Layer and Cutter	6/14	\$33.82	46	67	\$15.05
Marble Mason	6/14	\$21.55	124	74	\$12.79
Marble Finisher					
Millwright	6/14	\$36.05	63	68	\$15.05
Operating Engineer					
Group I	6/14	\$35.35	85	4	\$15.01
Group II	6/14	\$34.54	85	4	\$15.01
Group III	6/14	\$28.99	85	4	\$15.01
Group III-A	6/14	\$33.20	85	4	\$15.01
Group IV					
Group V	6/14	\$30.59	85	4	\$15.01
Painter	6/14	\$22.00	18	7	\$11.77
Pile Driver	6/14	\$36.05	63	68	\$15.05
Pipe Fitter	6/14	\$41.83	2	33	\$19.32
Plasterer	6/14	\$24.94	94	5	\$11.55
Plumber	6/14	\$36.22	45	33	\$20.09
Roofer \ Waterproofer	6/14	\$32.25	95	2	\$15.49
Sheet Metal Worker	1/15	\$31.40	17	22	\$13.13
Sprinkler Fitter - Fire Protection	6/14	\$31.75	33	19	\$18.90
Terrazzo Worker	6/14	\$23.73	124	74	\$14.38
Terrazzo Finisher					
Tile Setter		\$29.83	25	4	\$10.62
Tile Finisher					
Traffic Control Service Driver		\$15.35	48	49	\$2.71
Truck Driver-Teamster					
Group I	6/14	\$28.22	31	35	\$11.65
Group II	6/14	\$28.38	31	35	\$11.65
Group III	6/14	\$28.37	31	35	\$11.65
Group IV	6/14	\$28.49	31	35	\$11.65

Fringe Benefit Percentage is of the Basic Hourly Rate

For additional information regarding the application of the Marble Finisher, Terrazzo Finisher and Tile Finisher see the Labor and Industrial Relations Commission Order of June 10, 2014, in the Matter of Objection Nos. 006-121.

**Annual Incremental Increase

**REPLACEMENT PAGE
SALINE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means the maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½ hours period (8 hours of work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime performed Monday through Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sundays and recognized holidays shall be paid at the double (2) time rate of pay. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. In the event a first shift is not required, a second and third shift employee shall receive an additional 15% of the base rate and receive pay for actual hours worked.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 13: Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

**REPLACEMENT PAGE
SALINE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 17: Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days of labor beginning on Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided, all work performed outside of regular working hours during the regular work week, shall be at double (2) times the regular rate. Working hours may be varied by two (2) hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour day's overtime will be paid at the time and one-half (1½) rate for the eleventh (11th) and twelfth (12th) hour, all other work will be paid at the double (2) time rate of pay. The first two (2) hours of overtime, Monday through Friday, and the first eight (8) hours on Saturday shall be at time and one-half (1½) for all work. All other overtime shall be at double (2) time. The first two (2) hours of overtime must be concurrent with the regular work day, two (2) hours prior to or following the regular work day are at time and one-half (1½). The regular workday (as previously defined) on Saturday is paid at time and one-half (1½). Work performed outside of the regular Saturday work day is at double (2) time. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 25: Means regular working hours of eight (8) hours shall constitute a working day between the hours of 8:00 a.m. to 4:30 p.m. in a forty (40) hour working week of Monday through Friday. Employment on Saturday, Sunday and legal holidays, and employment before or after the regular working hours shall be considered overtime. Employment on Saturday, Sunday and legal holidays shall be paid for at twice (2) the regular hourly rate. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice (2) the regular hourly rate.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 30: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 A.M., except when the work week is scheduled as a week with starting time advanced or delayed. Starting time may be advanced or delayed by the employer up to two (2) hours from the regular starting time. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not to include holidays) because of events out of the control of the contractor, then that missed work day may be made up at straight time the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after the forty (40) hours in a week must be paid at time and one-half (1½). Saturday make-up day shall not be used to make up for time lost due to recognized holidays. The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day). If using a 4-10's schedule, a Friday make-up day is allowed. If using a 4 (10) schedule, any work more than ten (10) hours in a day or forty (40) hours in a work week shall be paid at the time and one-half (1½) rate. Friday make-up day shall not be used to make up for time lost due to recognized holidays. All work performed on Sundays or holidays shall be paid at the double (2) time rate.

**REPLACEMENT PAGE
SALINE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 31: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time and one-half (1½). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Work performed on recognized holidays or days observed as such, shall receive time and one-half (1½).

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 37: The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

NO. 45: Means eight (8) hours shall constitute a day's work, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work week shall be forty (40) hours, beginning Monday, 8:00 a.m. and ending at 4:30 p.m. Friday. Because of traffic, parking and other circumstances, the hours of work on any project may begin as early as 6:00 a.m. with eight (8) hours worked between 6:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. All overtime Monday through Saturday shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and recognized holidays shall be paid at double (2) time. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. The hourly rate for second shift (seven and one-half hours worked for eight hours paid) shall be twenty-five cents (\$0.25) over and above the hourly rate. The hourly rate for third shift (seven hours worked, eight hours paid) shall be fifty cents (\$0.50) above the hourly rate. If no first shift is worked, second and third shift employees shall receive an additional fifteen percent (15%) over and above the hourly rate for actual hours worked.

NO. 46: Means the regular work day shall be eight (8) hours from 6:00 a.m. to 6:30 p.m. Starting time may be between 6:00 a.m. and 10:00 a.m. The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 10:00 a.m. on Monday and ending between 2:30 p.m. and 6:30 p.m. on Friday. All hours in excess of the regular work day and work week shall be considered overtime. Overtime on days recognized as regular work days and on Saturday shall be paid for at the rate of time and one-half (1½) the regular rate. Sunday and recognized holidays shall be paid for at the rate of double time (2) for time worked. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours at straight time rate of pay. The 4-10's must run for a period of at least four (4) days.

**REPLACEMENT PAGE
SALINE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO 47: Means a regular workday shall consist of eight (8) hours between 6:00 a.m. and 6:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday or Tuesday through Saturday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. The Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

NO. 48: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

**REPLACEMENT PAGE
SALINE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 52: Means the regular workweek shall consist of five (5) eight (8) hour days, Monday through Friday. The regular workday shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending no later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m. The option exists for the employer to use a four (4) day, ten (10) hour work week. Days worked shall be Monday through Thursday or Tuesday through Friday. If the job requires men on duty all five (5) days, then part of the crew may work the first four (4) days and the remainder of the crew may work the last four (4) days. Hours each day shall be from 7:00 a.m. to 5:30 p.m. Interested parties on the project must agree to this clause before it may be used. Once this clause has been put into effect, it shall remain as long as the majority of the Employees on the project and the Employer agree to keep it. The four (4) day clause shall not be used to circumvent a Holiday. Except as otherwise provided, all work performed outside the regular working hours and performed during the regular work week (Monday through Friday) shall be at the following rates of pay:

Holidays-New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day (or days observed as such) shall be recognized as Holidays that shall be paid at two (2) times the regular rate of pay.

Labor Day-No work shall be performed on Labor Day except in special cases of emergency. Rate of pay shall be at three (3) times the regular rate of pay.

Overtime-Work performed outside of the regular work day (the regular work day shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending not later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m., by mutual consent of the interested party's.), shall be:

- A. Hours worked Monday through Friday, the first two (2) hours of overtime will be paid at time and one-half (1½). All other overtime will be paid at the double (2) time rate.
- B. The first ten (10) hours worked on Saturday will be paid at time and one-half (1½), with all other hours to be paid at the double (2) time rate.
- C. Sundays and Holidays (except Labor Day) shall be paid at the double (2) time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

**REPLACEMENT PAGE
SALINE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 63: Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

NO. 85: Means the work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 a.m. and 9:00 a.m. and end between 2:30 p.m. to 5:30 p.m. Employees required to work during their lunch period shall receive the overtime rate. Employees shall receive time and one-half (1½) for all time they are required to work prior to their normal starting time or after eight (8) hours or normal quitting time Monday through Friday, or all day on Saturday. If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten (10) hours a day or over forty (40) hours a week must be paid at time & one-half (1½). Sundays and recognized holidays shall be paid at the double (2) time rate of pay. A contractor may alter the regular work week to four (4) ten (10) hour days at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week and the regular workweek shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular workweek due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

NO. 88: Means the regular work week shall consist of five (5) eight (8) hour days, 7:00 a.m. to 3:30 p.m., Monday through Friday, except when the work week is scheduled as a 4-10's week or as a week with start time advanced or delayed as described below. The starting time may be advanced or delayed by one hour on either side of 7:00 a.m. The advanced or delayed starting time must run for a period of at least five (5) days. The Employer may establish a work week consisting of four (4) days, during the regular work week, each day consisting of ten (10) hours at straight time. The 4-10's must run for a period of at least four (4) days. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday (or ten hours in a 4-10's week), the first eight (8) hours of a Saturday, and it shall be at time and one-half (1½) for the Friday and Saturday following Thanksgiving. Double (2) time shall be paid for the following time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, as well as any work in excess of eight (8) hours on a Saturday and the Saturday of a three-day weekend (except the Saturday following Thanksgiving).

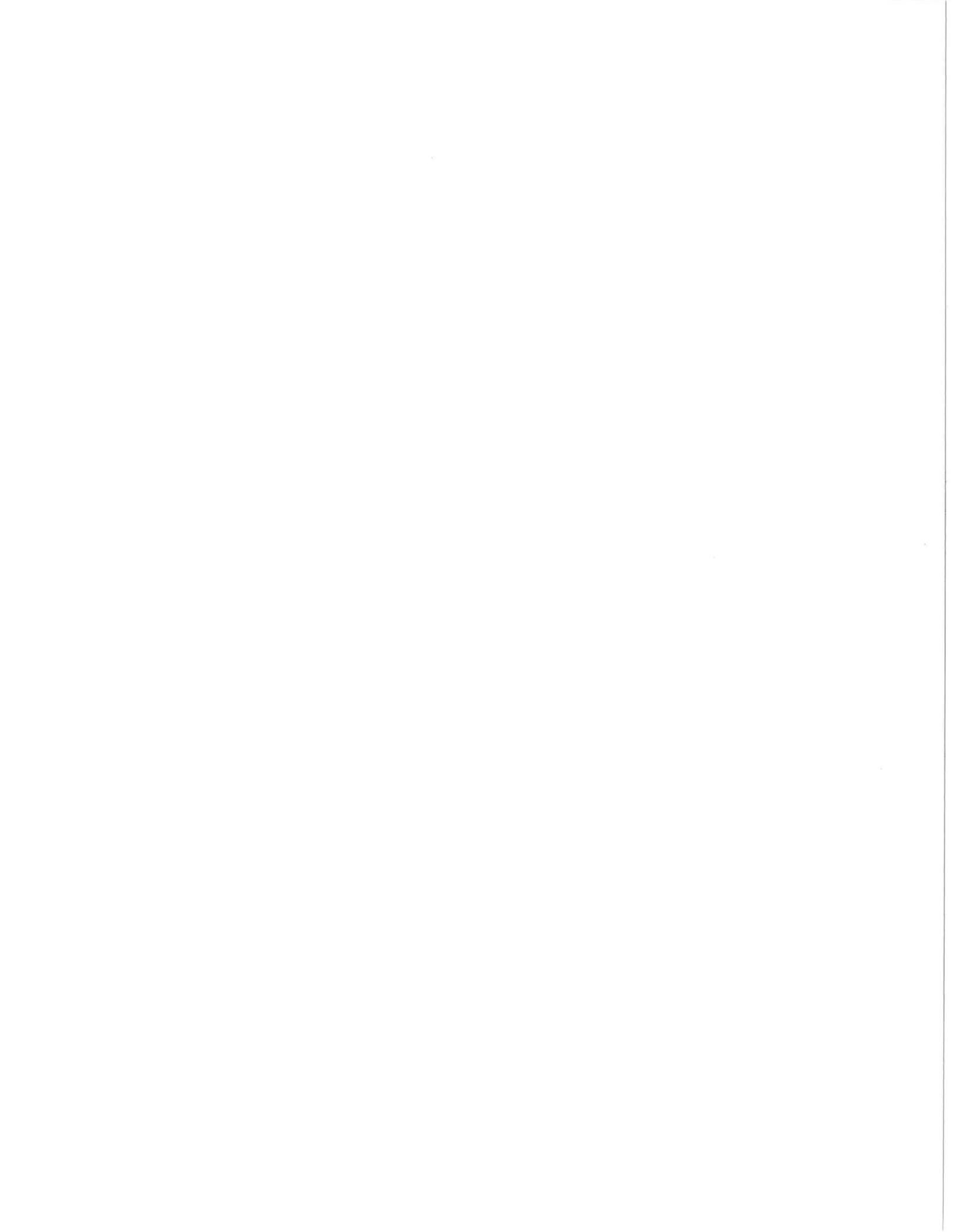
NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 95: Means a regular workday shall consist of eight and one-half (8½) hours elapsed time, including one-half hour for lunch. The crew starting times shall be flexible within the period of daylight to 8:00 a.m. Any work performed over ten (10) hours of elapsed time per day including one-half hour for lunch and/or any work performed over forty (40) hours at the straight time rate in one week shall be paid at time and one-half (1½) the straight time rate. Saturday shall be a voluntary make-up day at straight time at the discretion of the contractor and with the consent of the employees. Sunday and recognized holidays shall be paid for at double (2) time.

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**REPLACEMENT PAGE
SALINE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 125: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.



**SALINE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

NO. 3: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 22: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, Friday shall be observed; if it falls on Sunday, Monday shall be observed. All work performed on holidays shall be paid at the double (2) time rate of pay.

NO. 32: All work performed for the Friday and Saturday following Thanksgiving shall be paid at the time and one-half (1½) rate of pay. All work performed on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be observed and when one of the above holidays falls on Saturday, the preceding Friday shall be observed.

NO. 33: All work done on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Labor Day shall be paid at the triple (3) time rate of pay. If the holiday falls on Sunday, the following Monday will be observed; if the holiday falls on Saturday, the preceding Friday will be observed.

**SALINE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 35: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1 ½) the regular rate of pay for such work.

NO. 49: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 53: All work done on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day or days observed as such for these holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except in special cases of emergency, and then the rate of pay shall be at three (3) times the regular rate of pay. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 65: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 67: All work performed on New Year's Day, Memorial Day, Christmas Day, Fourth of July and Thanksgiving Day, from midnight to midnight, shall be paid for at the rate of double time (2) the basic rate of pay if required to work in addition to any other pay otherwise required hereunder as holiday pay. Positively no work shall be performed on Labor Day. Martin Luther King's Birthday, Veteran's Day, and the day after Thanksgiving Day shall be considered optional holidays, and if the Employer and employees agree that work will be performed on that day, no premium pay will be required. Should any of the above holidays fall on Saturday, the holiday will be observed on Friday. Should any of the above holidays fall on Sunday, the holiday will be observed on Monday.

NO. 68: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 72: All work performed on New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular straight time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the regular straight time rate of pay, if worked. Any one of the above listed holidays falling on Saturday shall be observed on the prior Friday and paid for at double (2) the regular straight time rate of pay, if worked. No work shall be performed on Labor Day except in case of emergency.

**SALINE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/14	\$28.63	7	16	\$15.05
Electrician (Outside-Line Construction)\Lineman)		\$39.95	18	24	\$5.00 + 34.5%
Lineman Operator		\$37.27	18	24	\$5.00 + 34.5%
Lineman - Tree Trimmer		\$20.90	31	30	\$6.01 + 23.5%
Groundman		\$26.47	18	24	\$5.00 + 34.5%
Groundman - Tree Trimmer		\$16.90	31	30	\$6.01 + 23.5%
Laborer					
General Laborer		\$23.22	4	18	\$12.01
Skilled Laborer		\$23.77	4	18	\$12.01
Millwright	6/14	\$28.63	7	16	\$15.05
Operating Engineer					
Group I	6/14	\$32.19	5	15	\$15.01
Group II	6/14	\$31.79	5	15	\$15.01
Group III	6/14	\$31.79	5	15	\$15.01
Group IV	6/14	\$29.79	5	15	\$15.01
Oiler-Driver	6/14	\$29.79	5	15	\$15.01
Pile Driver	6/14	\$28.63	7	16	\$15.05
Traffic Control Service Driver		\$15.35	27	26	\$2.71
Truck Driver-Teamster					
Group I	6/14	\$28.22	12	3	\$11.65
Group II	6/14	\$28.38	12	3	\$11.65
Group III	6/14	\$28.37	12	3	\$11.65
Group IV	6/14	\$28.49	12	3	\$11.65

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**SALINE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 4: Means a regular work week shall consist of not more than forty (40) hours of work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later than 12:00 noon. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker(s) unless worked.

NO. 5: Means a regular work week shall consist of not more than forty (40) hours work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workmen shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays or days observed as such. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday. If a job can't work forty (40) hours, Monday through Saturday, because of inclement weather or other conditions beyond the control of the Employer, Friday and Saturday may be worked as make up days at straight time (if working 4-10's). Saturday may be worked as a make up day at straight time (if working 5-8's). Make up days shall not be utilized for days lost to holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, including requirements of the owner, prevent work. In such event the starting time may be delayed but not later than 12:00 noon. Where one of the holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours shall be paid at time & one-half (1½).

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

NO. 12: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Workers shall receive time and one-half (1½) for all work performed on recognized holidays or days observed as such.

NO. 18: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

SALINE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

NO. 27: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 31: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

**SALINE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 3: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive time & one-half (1½) the regular rate of pay for such work.

NO. 15: The following days are recognized as holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1½) the regular rate of pay for such work. Where one of the holidays specified falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½). Workmen shall receive time and one-half (1 ½) for all work performed on Sundays. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time for that Sunday or holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 18: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the time and one-half (1½) rate of pay. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the working person(s) unless the holiday is worked.

NO. 24: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

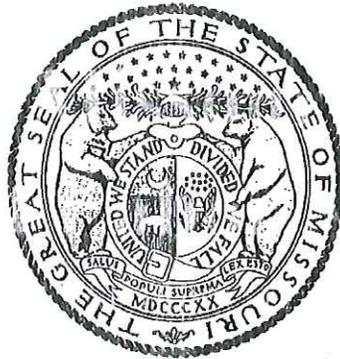
NO. 26: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 30: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 21

Section 101
SALINE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2014**

Last Date Objections May Be Filed: **April 9, 2014**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	10/14		\$35.24	52	53	\$24.48
Boilermaker	6/14		\$33.36	57	7	\$27.95
Bricklayer and Stone Mason			\$28.30	59	7	\$15.93
Carpenter			\$12.96	FED		
Cement Mason	6/14		\$26.33	9	3	\$11.50
Communication Technician			\$34.83	13	72	\$18.73
Electrician (Inside Wireman)	1/15		\$36.14	13	72	\$16.26 + 10%
Electrician (Outside-Line Construction)\Lineman)			\$39.95	125	65	\$5.00 + 34.5%
Lineman Operator			\$37.27	125	65	\$5.00 + 34.5%
Groundman			\$26.47	125	65	\$5.00 + 34.5%
Elevator Constructor		a	\$42.195	26	54	\$23.305
Glazier			\$17.00	FED		\$1.95
Ironworker			\$26.90	50	4	\$26.40
Laborer (Building):						
General	6/14		\$24.05	30	4	\$14.75
First Semi-Skilled	6/14		\$24.45	30	4	\$14.75
Second Semi-Skilled	6/14		\$24.85	30	4	\$14.75
Lather	6/14		\$33.88	63	68	\$15.05
Linoleum Layer and Cutter	6/14		\$33.82	46	67	\$15.05
Marble Mason	6/14		\$21.55	124	74	\$12.79
Marble Finisher						
Millwright	6/14		\$36.05	63	68	\$15.05
Operating Engineer						
Group I	6/14		\$35.35	85	4	\$15.01
Group II	6/14		\$34.54	85	4	\$15.01
Group III	6/14		\$28.99	85	4	\$15.01
Group III-A	6/14		\$33.20	85	4	\$15.01
Group IV						
Group V	6/14		\$30.59	85	4	\$15.01
Painter	6/14		\$22.00	18	7	\$11.77
Pile Driver	6/14		\$36.05	63	68	\$15.05
Pipe Fitter	8/14		\$41.83	2	33	\$19.32
Plasterer	6/14		\$24.94	94	5	\$11.55
Plumber	6/14		\$36.22	45	33	\$20.09
Roofer \ Waterproofor	6/14		\$32.25	95	2	\$15.49
Sheet Metal Worker	1/15		\$31.40	17	22	\$13.13
Sprinkler Fitter - Fire Protection	6/14		\$31.75	33	19	\$18.90
Terrazzo Worker	6/14		\$28.73	124	74	\$14.38
Terrazzo Finisher						
Tile Setter			\$29.83	25	4	\$10.62
Tile Finisher						
Traffic Control Service Driver			\$15.35	48	49	\$2.71
Truck Driver-Teamster						
Group I	6/14		\$26.22	31	35	\$11.65
Group II	6/14		\$28.38	31	35	\$11.65
Group III	6/14		\$28.37	31	35	\$11.65
Group IV	6/14		\$26.49	31	35	\$11.65

Fringe Benefit Percentage is of the Basic Hourly Rate

For additional information regarding the application of the Marble Finisher, Terrazzo Finisher and Tile Finisher see the Labor and Industrial Relations Commission Order of June 10, 2014, in the Matter of Objection Nos. 006-121.

**Annual Incremental Increase

**REPLACEMENT PAGE
SALINE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means the maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½ hours period (8 hours of work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime performed Monday through Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sundays and recognized holidays shall be paid at the double (2) time rate of pay. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. In the event a first shift is not required, a second and third shift employee shall receive an additional 15% of the base rate and receive pay for actual hours worked.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 13: Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

**REPLACEMENT PAGE
SALINE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 17: Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days of labor beginning on Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided, all work performed outside of regular working hours during the regular work week, shall be at double (2) times the regular rate. Working hours may be varied by two (2) hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour day's overtime will be paid at the time and one-half (1½) rate for the eleventh (11th) and twelfth (12th) hour, all other work will be paid at the double (2) time rate of pay. The first two (2) hours of overtime, Monday through Friday, and the first eight (8) hours on Saturday shall be at time and one-half (1½) for all work. All other overtime shall be at double (2) time. The first two (2) hours of overtime must be concurrent with the regular work day, two (2) hours prior to or following the regular work day are at time and one-half (1½). The regular workday (as previously defined) on Saturday is paid at time and one-half (1½). Work performed outside of the regular Saturday work day is at double (2) time. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 25: Means regular working hours of eight (8) hours shall constitute a working day between the hours of 8:00 a.m. to 4:30 p.m. in a forty (40) hour working week of Monday through Friday. Employment on Saturday, Sunday and legal holidays, and employment before or after the regular working hours shall be considered overtime. Employment on Saturday, Sunday and legal holidays shall be paid for at twice (2) the regular hourly rate. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice (2) the regular hourly rate.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 30: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 A.M., except when the work week is scheduled as a week with starting time advanced or delayed. Starting time may be advanced or delayed by the employer up to two (2) hours from the regular starting time. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not to include holidays) because of events out of the control of the contractor, then that missed work day may be made up at straight time the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after the forty (40) hours in a week must be paid at time and one-half (1½). Saturday make-up day shall not be used to make up for time lost due to recognized holidays. The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day). If using a 4-10's schedule, a Friday make-up day is allowed. If using a 4 (10) schedule, any work more than ten (10) hours in a day or forty (40) hours in a work week shall be paid at the time and one-half (1½) rate. Friday make-up day shall not be used to make up for time lost due to recognized holidays. All work performed on Sundays or holidays shall be paid at the double (2) time rate.

**REPLACEMENT PAGE
SALINE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 31: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time and one-half (1½). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Work performed on recognized holidays or days observed as such, shall receive time and one-half (1½).

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 37: The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

NO. 45: Means eight (8) hours shall constitute a day's work, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work week shall be forty (40) hours, beginning Monday, 8:00 a.m. and ending at 4:30 p.m. Friday. Because of traffic, parking and other circumstances, the hours of work on any project may begin as early as 6:00 a.m. with eight (8) hours worked between 6:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. All overtime Monday through Saturday shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and recognized holidays shall be paid at double (2) time. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. The hourly rate for second shift (seven and one-half hours worked for eight hours paid) shall be twenty-five cents (\$0.25) over and above the hourly rate. The hourly rate for third shift (seven hours worked, eight hours paid) shall be fifty cents (\$0.50) above the hourly rate. If no first shift is worked, second and third shift employees shall receive an additional fifteen percent (15%) over and above the hourly rate for actual hours worked.

NO. 46: Means the regular work day shall be eight (8) hours from 6:00 a.m. to 6:30 p.m. Starting time may be between 6:00 a.m. and 10:00 a.m. The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 10:00 a.m. on Monday and ending between 2:30 p.m. and 6:30 p.m. on Friday. All hours in excess of the regular work day and work week shall be considered overtime. Overtime on days recognized as regular work days and on Saturday shall be paid for at the rate of time and one-half (1½) the regular rate. Sunday and recognized holidays shall be paid for at the rate of double time (2) for time worked. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours at straight time rate of pay. The 4-10's must run for a period of at least four (4) days.

**REPLACEMENT PAGE
SALINE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO 47: Means a regular workday shall consist of eight (8) hours between 6:00 a.m. and 6:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday or Tuesday through Saturday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. The Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

NO. 48: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

**REPLACEMENT PAGE
SALINE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 52: Means the regular workweek shall consist of five (5) eight (8) hour days, Monday through Friday. The regular workday shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending no later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m. The option exists for the employer to use a four (4) day, ten (10) hour work week. Days worked shall be Monday through Thursday or Tuesday through Friday. If the job requires men on duty all five (5) days, then part of the crew may work the first four (4) days and the remainder of the crew may work the last four (4) days. Hours each day shall be from 7:00 a.m. to 5:30 p.m. Interested parties on the project must agree to this clause before it may be used. Once this clause has been put into effect, it shall remain as long as the majority of the Employees on the project and the Employer agree to keep it. The four (4) day clause shall not be used to circumvent a Holiday. Except as otherwise provided, all work performed outside the regular working hours and performed during the regular work week (Monday through Friday) shall be at the following rates of pay:

Holidays-New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day (or days observed as such) shall be recognized as Holidays that shall be paid at two (2) times the regular rate of pay.

Labor Day-No work shall be performed on Labor Day except in special cases of emergency. Rate of pay shall be at three (3) times the regular rate of pay.

Overtime-Work performed outside of the regular work day (the regular work day shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending not later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m., by mutual consent of the interested party's.), shall be:

- A. Hours worked Monday through Friday, the first two (2) hours of overtime will be paid at time and one-half (1½). All other overtime will be paid at the double (2) time rate.
- B. The first ten (10) hours worked on Saturday will be paid at time and one-half (1½), with all other hours to be paid at the double (2) time rate.
- C. Sundays and Holidays (except Labor Day) shall be paid at the double (2) time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

**REPLACEMENT PAGE
SALINE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 63: Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

NO. 85: Means the work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 a.m. and 9:00 a.m. and end between 2:30 p.m. to 5:30 p.m. Employees required to work during their lunch period shall receive the overtime rate. Employees shall receive time and one-half (1½) for all time they are required to work prior to their normal starting time or after eight (8) hours or normal quitting time Monday through Friday, or all day on Saturday. If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten (10) hours a day or over forty (40) hours a week must be paid at time & one-half (1½). Sundays and recognized holidays shall be paid at the double (2) time rate of pay. A contractor may alter the regular work week to four (4) ten (10) hour days at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week and the regular workweek shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular workweek due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

NO. 88: Means the regular work week shall consist of five (5) eight (8) hour days, 7:00 a.m. to 3:30 p.m., Monday through Friday, except when the work week is scheduled as a 4-10's week or as a week with start time advanced or delayed as described below. The starting time may be advanced or delayed by one hour on either side of 7:00 a.m. The advanced or delayed starting time must run for a period of at least five (5) days. The Employer may establish a work week consisting of four (4) days, during the regular work week, each day consisting of ten (10) hours at straight time. The 4-10's must run for a period of at least four (4) days. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday (or ten hours in a 4-10's week), the first eight (8) hours of a Saturday, and it shall be at time and one-half (1½) for the Friday and Saturday following Thanksgiving. Double (2) time shall be paid for the following time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, as well as any work in excess of eight (8) hours on a Saturday and the Saturday of a three-day weekend (except the Saturday following Thanksgiving).

NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 95: Means a regular workday shall consist of eight and one-half (8½) hours elapsed time, including one-half hour for lunch. The crew starting times shall be flexible within the period of daylight to 8:00 a.m. Any work performed over ten (10) hours of elapsed time per day including one-half hour for lunch and/or any work performed over forty (40) hours at the straight time rate in one week shall be paid at time and one-half (1½) the straight time rate. Saturday shall be a voluntary make-up day at straight time at the discretion of the contractor and with the consent of the employees. Sunday and recognized holidays shall be paid for at double (2) time.

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**REPLACEMENT PAGE
SALINE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 125: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

**SALINE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

NO. 3: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 22: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, Friday shall be observed; if it falls on Sunday, Monday shall be observed. All work performed on holidays shall be paid at the double (2) time rate of pay.

NO. 32: All work performed for the Friday and Saturday following Thanksgiving shall be paid at the time and one-half (1½) rate of pay. All work performed on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be observed and when one of the above holidays falls on Saturday, the preceding Friday shall be observed.

NO. 33: All work done on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Labor Day shall be paid at the triple (3) time rate of pay. If the holiday falls on Sunday, the following Monday will be observed; if the holiday falls on Saturday, the preceding Friday will be observed.

**SALINE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 35: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1 ½) the regular rate of pay for such work.

NO. 49: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 53: All work done on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day or days observed as such for these holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except in special cases of emergency, and then the rate of pay shall be at three (3) times the regular rate of pay. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 65: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 67: All work performed on New Year's Day, Memorial Day, Christmas Day, Fourth of July and Thanksgiving Day, from midnight to midnight, shall be paid for at the rate of double time (2) the basic rate of pay if required to work in addition to any other pay otherwise required hereunder as holiday pay. Positively no work shall be performed on Labor Day. Martin Luther King's Birthday, Veteran's Day, and the day after Thanksgiving Day shall be considered optional holidays, and if the Employer and employees agree that work will be performed on that day, no premium pay will be required. Should any of the above holidays fall on Saturday, the holiday will be observed on Friday. Should any of the above holidays fall on Sunday, the holiday will be observed on Monday.

NO. 68: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 72: All work performed on New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular straight time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the regular straight time rate of pay, if worked. Any one of the above listed holidays falling on Saturday shall be observed on the prior Friday and paid for at double (2) the regular straight time rate of pay, if worked. No work shall be performed on Labor Day except in case of emergency.

**SALINE COUNTY
HOLIDAY SCHEDULE -- BUILDING CONSTRUCTION**

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/14	\$28.63	7	16	\$15.05
Electrician (Outside-Line Construction)\Lineman		\$39.95	18	24	\$5.00 + 34.5%
Lineman Operator		\$37.27	18	24	\$5.00 + 34.5%
Lineman - Tree Trimmer		\$20.90	31	30	\$6.01 + 23.5%
Groundman		\$26.47	18	24	\$5.00 + 34.5%
Groundman - Tree Trimmer		\$16.90	31	30	\$6.01 + 23.5%
Laborer					
General Laborer		\$23.22	4	18	\$12.01
Skilled Laborer		\$23.77	4	18	\$12.01
Millwright	6/14	\$28.63	7	16	\$15.05
Operating Engineer					
Group I	6/14	\$32.19	5	15	\$15.01
Group II	6/14	\$31.79	5	15	\$15.01
Group III	6/14	\$31.79	5	15	\$15.01
Group IV	6/14	\$29.79	5	15	\$15.01
Oiler-Driver	6/14	\$29.79	5	15	\$15.01
Pile Driver	6/14	\$28.63	7	16	\$15.05
Traffic Control Service Driver		\$15.35	27	26	\$2.71
Truck Driver-Teamster					
Group I	6/14	\$28.22	12	3	\$11.65
Group II	6/14	\$28.38	12	3	\$11.65
Group III	6/14	\$28.37	12	3	\$11.65
Group IV	6/14	\$28.49	12	3	\$11.65

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**SALINE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 4: Means a regular work week shall consist of not more than forty (40) hours of work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later than 12:00 noon. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker(s) unless worked.

NO. 5: Means a regular work week shall consist of not more than forty (40) hours work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workmen shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays or days observed as such. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday. If a job can't work forty (40) hours, Monday through Saturday, because of inclement weather or other conditions beyond the control of the Employer, Friday and Saturday may be worked as make up days at straight time (if working 4-10's). Saturday may be worked as a make up day at straight time (if working 5-8's). Make up days shall not be utilized for days lost to holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, including requirements of the owner, prevent work. In such event the starting time may be delayed but not later than 12:00 noon. Where one of the holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours shall be paid at time & one-half (1½).

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

NO. 12: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Workers shall receive time and one-half (1½) for all work performed on recognized holidays or days observed as such.

NO. 18: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

**SALINE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 27: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 31: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

**SALINE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 3: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive time & one-half (1½) the regular rate of pay for such work.

NO. 15: The following days are recognized as holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1½) the regular rate of pay for such work. Where one of the holidays specified falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½). Workmen shall receive time and one-half (1 ½) for all work performed on Sundays. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time for that Sunday or holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 18: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the time and one-half (1½) rate of pay. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the working person(s) unless the holiday is worked.

NO. 24: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 26: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 30: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

ATTACHMENT M

PREFERENCE FOR HISTORIC BUILDINGS AND/OR BUILDINGS LOCATED
WITHIN A CENTRAL BUSINESS DISTRICT, COMMUNITY IMPROVEMENT DISTRICT,
MAIN STREET PROGRAM DISTRICT OR OTHER LOCAL REVITALIZATION DISTRICT
IN URBAN CORES, SUBURBS, CITIES, TOWNS AND RURAL COMMUNITIES

M-1. HISTORIC PREFERENCE

M-1.1 Preference will be given to bidders offering space in buildings individually listed in the National Register of Historic Places or properties, which are a contributing element of a National Register Historic District or a certified local district.

M-1.2 All bidders requesting historic preference (referenced in M-1.1) must complete Section D-9 of the proposal form (Attachment D) and submit with the bid proposal to include the property address and name of the historic district. Include a photograph of the front elevation of the facility and a streetscape view showing the adjoining buildings.

M-1.3 Such preference will result in the automatic score of 4 (out of 5) points under the Subjective Evaluation.

M-1.4 Preference will also be given to bidders offering space in buildings which may have been determined to be eligible for listing on the National Register of Historic Places by the State Historic Preservation Office in the Department of Natural Resources.

M-1.5 All bidders requesting historic preference (referenced in M-1.4) must complete Section D-10 of the proposal form (Attachment D) and submit with the bid proposal to include a copy of the eligibility assessment and photographs. Include a photograph of the front elevation of the facility and a streetscape view showing the adjoining buildings.

M-1.6 Such preference will result in the automatic score of 3 (out of 5) points under the Subjective Evaluation Score Sheet.

M-2. CENTRAL BUSINESS DISTRICT, COMMUNITY IMPROVEMENT DISTRICT, MAIN STREET PROGRAM DISTRICT OR OTHER LOCAL REVITALIZATION DISTRICT PREFERENCE

M-2.1 Preference will be given to bidders offering space in buildings, which are located within any of the following specialized districts: Central Business, Community Improvement, Main Street Program or other Local Revitalization districts. An eligible property must be located within one of the specialized districts as designated by the local municipality.

M-2.2 All bidders requesting preference for specialized districts (referenced in M-2.1) must complete Section D-10 of the proposal form (Attachment D) and submit with the bid proposal to include verification by the city or local Government Official that the structure is located within one of the above designated areas. This documentation must also include a map identifying the street boundaries of such district, location of the proposal and date the local community designated the applicable district.

M-2.3 Such preference will be extended to buildings within the specialized districts (referenced in M-2.1) and will result in the automatic score of 4 (out of 5) points under the Subjective Evaluation Score Sheet.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

M-3. HISTORIC & CENTRAL BUSINESS DISTRICT, COMMUNITY IMPROVEMENT DISTRICT, MAIN STREET PROGRAM DISTRICT, OR OTHER LOCAL REVITALIZATION DISTRICT PREFERENCE:

Proposals seeking preference for **both** historic and a specialized district must follow all criteria stated in M-1 and M-2. If the proposal meets both criteria, such preference will result in the automatic score of 4 (out of 5) points for proposals which are both eligible for the Historical Register and located in a Specialized district and 5 (out of 5) points for proposals which are Certified on the Historical Register and located within a Specialized District.

Rev 10/31/08

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

ATTACHMENT N

CONSTRUCTION SCHEDULES, PROGRESS REPORTS, SPACE EFFICIENCY,
DEFAULT IN DELIVERY-TIME EXTENSIONS,
PROPOSAL EVALUATION AND LEASE ACQUISITION
ENVIRONMENTAL ASSESSMENT

N-1. CONSTRUCTION SCHEDULES

N-1.1 Within ten calendar days of issuance of the Notice of Award, the successful Bidder must submit a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the "Construction Time from Notice to Proceed to Completion" noted on Attachment D, Section D-7.

N-1.2 The tentative schedule shall include timing for completion of design and construction milestones including but not limited to: 1) submission of architectural drawings (Attachment F, Section F-8), 2) review and approval of plans and specifications by local political subdivision where construction or renovations shall take place, 3) issuance of building permit, 4) start of construction, 5) completion of principal categories of work, 6) issuance of building occupancy permit 7) phased completion and occupancy (if appropriate) 6) final construction completion date.

N-1.3 A final construction schedule must be submitted by the successful bidder within 10 working days from issuance of the written Notice to Proceed by Division of Facilities Management, Design and Construction (FMDC). The final construction should reflect accurate and updated timeframes for the design and construction milestones stated above in M-1.2.

N-2. PROGRESS REPORTS: After the start of construction, the successful bidder should submit written progress reports at intervals of 10 working days. Each report shall include information as to 1) percentage of the work completed by the phase and trade, 2) a statement as to the expected completion and occupancy date, 3) changes occurring in the project and 4) general remarks on such items as material shortages, strikes, weather, etc. In addition, at the discretion of FMDC the successful bidder shall conduct a weekly meeting to brief FMDC personnel and/or contractors regarding the progress of design and construction of the RFP. Such meeting shall be held at a location to be designated by FMDC.

N-3. SPACE EFFICIENCY

N-3.1 To demonstrate the potential for efficient layout, the bidder may be requested to provide a test fit layout at the bidder's expense when the space proposed contains certain features to include, but not be limited to; narrow column spacing, atrium, light wells or other areas interrupting contiguous spaces, extremely long, narrow runs of space, irregular space configurations or other unusual building features.

N-3.2 FMDC will advise the bidder if the test fit layout cannot accommodate the requirements of the RFP. The bidder will have the option of increasing the square footage offered at no additional expense to the state. The State may choose to judge the proposal non-responsive and eliminate it from consideration in accordance with Attachment G, Section G-1.2 through G-1.2-1.

N-4. DEFAULT IN DELIVERY - TIME EXTENSIONS

N-4.1 With respect to the successful bidder's obligation to deliver the premises by the completion date (Attachment F, Section F-10), time is of the essence. If the successful bidder fails to ensure the substantial completion and issuance of the Certificate of Conditional Acceptance by the guaranteed completion date, FMDC may by notice to the successful bidder terminate this award. Such terminations are effective when received by the successful bidder. The successful bidder is liable for any damages resulting from such terminations as provided in this clause. The State of Missouri shall, at a minimum, be entitled to the following damages:

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

- (a) The excess rent for the replacement lease or leases above the cost proposed by the successful bidder. If the State of Missouri procures replacement lease or leases, which are in excess of the term of this award, the successful bidder is not liable for excess rent or adjustments during such excess of the lease term.
- (b) All administrative and other cost the State of Missouri incurs in procuring a replacement lease or leases.
- (c) Other, additional relief provided for in this award and/or lease as stated in Attachment F, Section F-6.4, and Attachment K, Section 4.

N-4.2 Damages to which the State of Missouri is entitled to under this clause are due and payable thirty (30) days following the date the successful bidder receives written notification from FMDC.

N-4.3 FMDC shall not terminate this award under this clause nor charge the successful bidder with damages under this clause if 1) the delay in completion of the work arises from excusable delays as stated in Attachment K, Section 4C and 2) the successful bidder within 10 days from the beginning of any such delay notifies FMDC in writing of the causes of the delay and such causes are deemed excusable by FMDC in its sole discretion. FMDC shall review the extent of the delay and if the facts warrant, FMDC may extend the guaranteed completion date to the extent there are no additional costs to the State of Missouri. Failure by the successful bidder to obtain building permits, zoning variations or other approvals to proceed with the project shall not be excusable per se. A time extension is the sole remedy of the successful bidder and will be issued at the sole discretion of FMDC.

N-5. PROPOSAL EVALUATION AND LEASE ACQUISITION

N-5.1 In accordance with the Code of State Regulations (CSR 35-2.030) the Commissioner of Administration and/or FMDC as the designee, is the exclusive representative of the State of Missouri in all real estate leasing transactions except otherwise stated in the CSR. Neither the tenant/using agency nor any individual, organization or group, shall have authority to obligate the State of Missouri in real estate leasing transactions in any form.

N-5.2 All proposals shall be evaluated by the evaluation committee who submit a recommendation for award to the FMDC. FMDC shall award the proposals in accordance with the criteria outlined in Attachment I, the State of Missouri Leasing Policy, the Code of State Regulations (CSR 35-2.010 through CSR 35-2.05060), Executive Orders and other rules and regulations as defined by the Commissioner of Administration and/or FMDC.

N-5.3 The Commissioner of Administration and/or FMDC reserves the right to reject any and all proposals, and may waive any minor informality or irregularity in a proposal. If deemed to be in the best interest of the state, The Commissioner of Administration and/or FMDC may negotiate a particular procurement.

N-6. ENVIRONMENTAL ASSESSMENT

N-6.1 In accordance with Section G-1.1 of the State of Missouri Specifications and Definitions, the premises must not be located on a site or within an area containing hazardous waste. All bidders must complete section D-11 of the Proposal Form (Attachment D) and include with the bid proposal for each proposed site.

N-6.2 At the discretion of the State of Missouri, a Phase I Environmental Site Assessment (ESA) and/or a lead based paint (LBP) and/or asbestos containing material (ACM) inspection may be required at the sole expense of the bidder.

N-6.3 If required, the Phase I ESA must be conducted by a qualified environmental consulting firm in accordance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I – Environmental Site Assessment Process, ASTM Designation E 1527-94 (ASTM Practice E 1527 or the ASTM Practice). A certified inspector must also conduct the lead-based paint (LBP) and/or the asbestos containing material (ACM) inspection.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

N-6.4 The scope of work for the Phase I ESA may include but not be limited to the following:

- (a) A review of information provided by the client, owner or tenant of the subject property concerning previous environmental assessment reports, know environmental conditions and environmental liens associated with the subject property.
- (b) A site inspection consisting of a visual survey of the subject property and adjoining properties, as accessible for indications of potential environmental liabilities such as areas of chemical storage/handling, surface staining, suspected disposal areas, aboveground and underground storage tanks, sumps and pits, and electrical equipment that may contain polychlorinated biphenyl's (PCB). Site photographs may be required to document the present conditions of the subject property and surrounding properties.
- (c) An investigation of historical activities at the site, including interview with individuals, as readily available, which are knowledgeable of previous site uses.
- (d) A review of standard historical sources, as readily available, provided by a commercial service in order to develop a history of the previous uses or occupancies of the subject property and adjoining areas.
- (e) A review of additional state and local records and information concerning the subject property and surrounding properties provided by health departments, fire departments, electrical utility companies and other readily available sources.

N-6.5 All findings of the Phase I ESA and/or the LBP or ACM inspection must be submitted to the State of Missouri. A subsequent Phase II ESA may also be required at the sole expense of the bidder. Upon Notice of Award, any necessary re-mediation actions and associated costs in the development and execution of a remedial action plan from implementation through completion will be the responsibility of the successful bidder.

Rev 10/31/08

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

ATTACHMENT O

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to 34.074 RSMo, the Office of Administration, Division of Facilities Management, Design and Construction has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. a copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. a completed copy of this exhibit.

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of
Service-Disabled Veteran Business

RFP No. 09702687

ATTACHMENT P



Rules of
Department of Mental Health
Division 45—Division of Mental Retardation
and Developmental Disabilities
Chapter 5—Standards for Community-Based Services

Title	Page
9 CSR 45-5.010 Certification of Medicaid Agencies Serving Persons with Developmental Disabilities	3
9 CSR 45-5.020 Individualized Supported Living Services—Quality Outcome Standards (Rescinded March 30, 2005)	8
9 CSR 45-5.030 Individualized Supported Living Services—Provider Certification (Rescinded March 30, 2005)	8
9 CSR 45-5.040 Missouri Alliance for Individuals with Developmental Disabilities.....	9
9 CSR 45-5.060 Procedures to Obtain Certification	11
9 CSR 45-5.105 Definitions for Fire Safety Rules	13
9 CSR 45-5.110 Fire Safety for On-Site Day Habilitation.....	14
9 CSR 45-5.130 Fire Safety for Residential Habilitation for 4–9 People	17
9 CSR 45-5.140 Fire Safety for Residential Habilitation for 10–16 People.....	21
9 CSR 45-5.150 Fire Safety for Residential Habilitation for 17 or More People.....	24



**Title 9—DEPARTMENT OF
MENTAL HEALTH**

**Division 45—Division of Mental
Retardation and Developmental
Disabilities**

**Chapter 5—Standards for Community-
Based Services**

**9 CSR 45-5.010 Certification of Medicaid
Agencies Serving Persons with Develop-
mental Disabilities**

PURPOSE: This rule defines terms, establishes principles and sets out the process by which Medicaid agencies providing residential habilitation, day habilitation, supported employment or individualized supported living services attain certification.

(1) The Division of Mental Retardation and Developmental Disabilities (division) shall establish procedures under which a Medicaid agency (agency) providing residential habilitation, day habilitation, supported employment or individualized supported living services to persons with developmental disabilities attains certification. In establishing those procedures, the division makes the following assumptions:

(A) A person with a developmental disability or the person's family can best determine the services the person wants and needs;

(B) The division and the agencies shall work cooperatively to provide quality services and supports that effectively and efficiently meet individual needs of persons with developmental disabilities within the contexts of the persons' preferred lifestyles;

(C) Through ongoing monitoring, persons with developmental disabilities and their families shall determine the quality of the persons' services and supports and the effectiveness of the services and supports in meeting the persons' needs;

(D) The certification process shall be flexible and person-centered and shall serve three (3) critical purposes—

1. To determine how well the division, its regional centers and the agencies fulfill their responsibilities to persons with developmental disabilities;

2. To determine systems changes and practices needed so that the agencies will be more responsive to the persons' needs; and

3. To enhance inclusion of persons with developmental disabilities as valued members of their communities;

(E) Rather than taking the traditional approach of penalizing agencies that fail to meet minimum standards, the division shall direct its resources and support towards

assisting agencies that demonstrate innovation and initiative in pursuing best practices and realizing outcomes contained in the principles set out in section (3).

(F) The principles in subsections (3)(A) and (B) and paragraphs (3)(C)1. and (3)(D)3. of this rule are intended to enhance the services of agencies. Certification requires agencies' commitment to continuous improvement toward realization of those principles;

(G) Agencies shall subscribe to and meet the principles in paragraphs (3)(C)2. and (3)(D)1. and 2. of this rule. The division shall enforce those principles; and

(H) A residential facility or day program that attains certification from the Division of Mental Retardation and Developmental Disabilities to deliver Medicaid Home- and Community-Based Waiver services is deemed licensed by the department under sections 630.705–630.760, RSMo.

(2) Terms defined in sections 630.005 and 633.005, RSMo are incorporated by reference for use in this rule. As used in this rule, unless the context clearly indicates otherwise, the following terms also mean:

(A) Consumer and family monitoring—A formalized review of an agency conducted every two (2) years by an organized consumer-parent group;

(B) Consumer and family monitoring team (monitoring team)—An organized group of at least two (2) parents or other consumers that reviews an agency every two (2) years to assess the quality and responsiveness of the agency's services;

(C) Core issues—Issues identified by a survey team or monitoring team and which threaten the health or safety of people with developmental disabilities or infringe upon the basic rights of those people;

(D) Enforcement plan—A compliance plan under which an agency satisfies core issues identified by a survey team or monitoring team;

(E) Enhancement plan—A plan under which an agency will further enhance its services by building upon strengths and addressing other issues identified by a survey team;

(F) Medicaid agency—An agency serving people with developmental disabilities under the Medicaid Home- and Community-Based or Nursing Home Reform Waiver program;

(G) Survey team—A group of at least two (2) persons, including the team leader, appointed by the division director or designee to conduct surveys of agencies;

(H) Survey team leader—A division employee who heads a survey team and coordinates its work;

(I) Survey team member—A service provider, regional center employee, parent of a person with a developmental disability or other consumer who has completed training and credentialing by the division, qualifying him/her for membership on a survey team; and

(J) Tailored survey—A survey conducted by a survey team or monitoring team to assess the degree to which an agency has satisfied core issues previously identified by the team.

(3) This section prescribes four (4) sets of principles for agencies providing residential habilitation, day habilitation, supported employment or individualized supported living services to persons with developmental disabilities under the Medicaid Home- and Community-Based or Nursing Home Reform Waiver program.

(A) Community Membership.

1. Promoting acceptance through community involvement—Outcome: Individuals are active participants in the community where they live.

A. Individuals' days are as diverse and enriching as others in the community.

B. Individuals are supported in efforts to actively participate in community life.

C. Individuals receive needed support when using community resources.

D. Individuals who receive specialized supports receive them in a place or manner typical for all other community members.

E. Individuals live, work, and participate in recreational activities in settings that are physically integrated into the community.

F. Individuals spend the majority of their time in integrated settings.

G. Individuals are familiar with their communities.

H. Individuals use generic resources.

I. Individuals participate in age-appropriate recreational activities.

J. Individuals have the option to participate in the ethnic life of the community.

K. Individuals have the option to participate in cultural arts activities in the community.

L. Individuals receive supports and adaptations with consideration for acceptance in the community.

M. Individuals use methods of transportation that are typical for others in the community.

N. Individuals' dress and grooming are consistent with community norms.

O. Individuals know or are learning skills which are critical to their acceptance in the community.



P. Individuals receive training in a manner which is likely to be accepted by the community.

Q. Individuals have the option to participate in the religious life of their choice in the community.

R. Individuals have the option to participate in political activities of their choice in the community.

2. Supporting and promoting relationships—Outcome: Individuals have positive relationships with people who are not paid providers.

A. Individuals are supported in developing friendships.

B. Individuals are supported in sustaining friendships.

C. Individuals sustain or reestablish relationships with family members.

D. Individuals who choose responsible, consenting, intimate relationships are supported.

E. Individuals' relationships with others are encouraged and supported.

F. Individuals' social support networks are expanded and enhanced.

G. Individuals have repeated opportunities for social contact with the same people or groups of people.

H. Individuals are involved in activities at times which are conducive to building relationships.

I. Individuals' competencies and interests are emphasized in expanding the scope of relationships.

J. Individuals' environments are conducive to developing relationships.

K. Individuals invite guests to their homes and on social occasions.

L. Individuals have in their possession personal information concerning significant others.

M. Individuals interact with others consistent with the intensity of the relationship.

3. Supporting and promoting contribution—Outcome: Individuals experience the rewards and responsibilities of contributing to society.

A. Individuals have the option to contribute to and receive from others.

B. Individuals have the option to join and assume roles in community organizations.

C. Individuals have the option to join and assume roles in religious organizations.

D. Individuals have the option to volunteer.

E. Individuals have the option to help their neighbors.

4. Facilitating and enhancing communications—Outcome: Individuals' communica-

tions are recognized, responded to, and supported.

A. Individuals have opportunities for communication in a variety of settings and with a variety of people.

B. Individuals receive supports or services, or both, to enhance functional communication.

C. Individuals who need them have alternative or augmentative communication systems that are functional.

D. Individuals who use alternative systems of communication have those systems or functional alternatives available for use at all times in all environments.

E. Individuals' families and friends have the option to receive training in the means of communication used by the individual.

F. Individuals' language or communication systems are understood and used by people when providing supports or services, or both.

G. Individuals' physical environments are arranged to promote conversation.

H. Individuals' environments contain accessories and personal possessions which promote conversation.

I. Individuals' lives contain various activities and experiences about which to communicate.

J. Individuals' suggestions, opinions, and other communication are recognized and receive a response.

5. Facilitating community involvement through positive interaction—Outcome: Individuals interact in a manner which promotes inclusion in community life.

A. Individuals are in supportive environments where most individuals engage in positive, acceptable interactions.

B. Individuals are assured continued access to the community even though they may be displaying unacceptable behaviors.

C. Individuals' interactions are understood in terms of communicative intent and function.

D. Individuals' interactions are understood in terms of the variables contributing to the behavior as well as the physical characteristics of the behavior.

E. Individuals with unacceptable interactions are directly observed in the environments where the behaviors occur to determine the purpose of the behavior.

F. Individuals with unacceptable interactions are directly observed by persons knowledgeable and experienced in providing behavioral supports.

G. Individuals' behavioral supports reflect an emphasis on analyzing the possible

reasons for unacceptable interactions prior to planning and implementation.

H. Individuals' unacceptable, non-threatening behaviors are reduced and more functional alternatives acquired.

I. Alternatives other than or in addition to behavioral supports are considered when severe and persistent mental illness is the presumed causal factor.

J. Individuals are supported through provision of a variety of programming strategies for facilitating or teaching appropriate adaptive behaviors.

K. Individuals' plans present a clear, integrated rationale explaining the importance to the individual for any proposed intervention.

L. Individuals are prevented, as much as possible, from engaging in severe, unexpected and threatening behaviors that endanger themselves, others, or community property.

M. Individuals are protected from endangerment through the supportive, respectful use of behavioral supports.

N. Individuals' rights are actively protected when behavioral supports are implemented.

(B) Self-determination.

1. Promoting self-esteem through positive self-expression—Outcome: Individuals have the opportunity to enhance self-esteem through self-expression.

A. Interactions with each individual demonstrate interest, concern, and consistency.

B. Individuals routinely receive unconditional positive feedback.

C. Expectations of each individual are positive.

D. Individuals have social and interpersonal problem solving skills.

E. Individuals express their own personal style.

F. Individuals are aware of and use personal competencies.

G. Individuals express personal opinions and preferences.

H. Individuals have options to express their cultural heritage.

I. Individuals have information about their families and friends.

J. Individuals express their personal histories.

K. Individuals understand what belongs to them and what belongs to others.

L. Individuals are aware of their own bodies.

M. Individuals differentiate between themselves and others.

2. Maximizing individual choice and decision making—Outcome: The responsible



choices of individuals are respected and supported in all phases of life.

A. Individuals establish personal goals.

B. Individuals make informed choices and experience natural consequences.

C. Individuals are supported in carrying out choices.

D. Individuals make commitments for which they accept personal responsibility.

E. Individuals participate in the decoration of their personal area.

F. Individuals participate in the decoration of common living areas.

G. Individuals make choices regarding health care providers.

H. Individuals have options to choose from a variety of alternatives in all areas of their lives.

I. Individuals have options to retire.

J. Individuals receive and spend money in a typical fashion.

K. Individuals plan their own time.

L. Individuals choose their personal possessions.

3. Facilitating empowerment—Outcome: Individuals are in control of their own lives.

A. Individuals have options to acquire and use self-advocacy and assertiveness skills.

B. Individuals regularly utilize formal and informal means to influence decisions and affect changes.

C. Individuals are supported in group advocacy efforts.

D. Individuals have options to use external advocates of their own choosing.

E. Individuals express satisfaction or dissatisfaction without fear of recrimination.

F. Individuals participate on agency governing boards or serve as *ex officio* members.

G. Individuals participate in the strategic planning of agency supports and services.

H. Individuals participate in hiring personnel.

I. As individuals gain more power over their own lives, the degree of external control and protection is reduced.

4. Person-centered planning—Outcome: Person-centered planning facilitates the empowerment of individuals to attain personal goals.

A. A profile of personal information about the individual's capacities, dreams, interests, and needs is developed.

B. A profile of social information about the individual in the community, his/her family, social support network, and associational life is developed.

C. Information used in the development of personal profiles is obtained in natural settings.

D. Information used in the development of personal and social profiles is obtained from the individual and from others who know the individual well.

E. Information is presented in plain language.

F. Professionals in specialized disciplines supplement knowledge about the individual.

G. Individuals have options to chair or co-chair their own person-centered planning sessions.

H. Individuals participate in planning the time, place, approximate length, and agenda for their person-centered planning sessions.

I. Person-centered planning sessions are held as frequently as necessary but at least annually.

J. Professionals in specialized disciplines and significant others invited to the person-centered planning sessions have spent time with the individual prior to the meeting.

K. Individuals participate in selecting and inviting the people who will participate in their own person-centered planning sessions.

L. The type of person-centered planning process selected is based on each individual and his/her life situation.

M. Facilitators are trained in the use of various types of person-centered planning processes.

N. Each individual's personal goals are the focal point of the person-centered planning session and are actively addressed.

O. Outcome statements present a rationale for the relevance to the person, a statement of what must be accomplished, and criteria for attainment.

P. People at the person-centered planning sessions consider how to use or enhance natural supports before recommending specialized services.

Q. Natural supports are enhanced to decrease dependence on specialized services and to increase interdependence in the community.

R. People at the person-centered planning sessions determine whether support or training strategies, or both, are desirable.

S. The amount and duration of supports and services the person needs are specified.

T. People in attendance at the person-centered planning sessions decide on who will assume responsibility for specific implementation strategies and timelines.

U. Supports, adaptations, services or a combination are located or created to implement the person-centered plan.

V. Individuals choose support or service providers.

W. Strategies for attaining personal goals are developed based on the individual's personal and social profiles and relevant professional disciplinary assessment.

X. Strategies used for implementation of the person-centered plan are functional, effective, and efficient.

Y. Training occurs in the community in which the individual lives, works, engages in recreational activities, and has relationships.

Z. Individuals have the option to coordinate their individual supports and services.

AA. Persons responsible for coordinating the person-centered plan review it with the individual as frequently as necessary but at least monthly.

BB. Plan review includes specific objective data as well as feedback from the individual.

CC. Persons responsible for coordinating the person-centered plan make revisions based on the findings from the review process.

DD. Supports and services are reduced or modified in amount and intensity whenever indicated.

~~(C)~~ Rights.

1. Assuring human rights, dignity and respect—Outcome: Individuals are treated with respect in an environment that promotes dignity.

A. The dignity and comfort of individuals are considered in all aspects of their lives.

B. Specialized supports are developed only when individuals do not have an identifiable natural support network.

C. Individuals recognize the rights of others.

D. Individuals' lives are free of arbitrary rules or unnecessary behavioral consequences.

E. Individuals are not unnecessarily separated from staff by imposed practices.

F. Individuals are not discussed while present unless included in the conversation.

G. Individuals' needs for privacy are accommodated.

H. Individuals are addressed using people-first language.

I. Individuals are addressed in an age-appropriate manner.

J. Individuals are addressed in a conversational tone.



K. Individuals engage in age-appropriate interactions.

L. Individuals receive supports and services in age-appropriate environments.

M. Individuals have access to and use of personal possessions.

N. Individuals secure all public and private benefits to which they are entitled.

2. Assuring legal rights—Outcome: Individuals exercise or are assisted in exercising all rights under the Constitution of the United States and those stated in statute.

A. Individuals have information on the rights and responsibilities of citizenship.

B. Individuals are involved in any process to limit their rights and are assisted through external advocacy efforts.

C. Individuals are entitled to due process when limitations are imposed.

D. Individuals are free to communicate privately.

E. Individuals have freedom of movement.

F. Staff are trained in preventing, detecting and reporting abuse and neglect.

G. Abuse and neglect are prohibited by policy.

H. Research must comply with state and federal regulations.

I. Guardians and advocates, chosen by the individual, participate in planning and decision making.

J. Individuals are informed of, or are assisted in the process of obtaining a guardian or conservator or are referred to advocacy services, or both.

K. Staff maintain all information about individuals in confidence.

L. Individuals have access to their records and staff are available to answer their questions.

M. Individuals do not perform unpaid work for which others receive pay.

N. Individuals' rights to a free, appropriate public education are supported.

O. Individuals have information on the rights and responsibilities of living in the community.

(D) Meeting Basic Needs.

1. Assuring and promoting good health—Outcome: Individuals maintain good health.

A. Individuals have a primary health care provider to meet health care needs.

B. Individuals obtain medical care at intervals recommended for other persons of similar health status.

C. Individuals obtain dental examinations at intervals recommended for other persons of similar health status and receive follow-up dental treatment as needed.

D. Individuals requiring specialized medical services have access to specialists.

E. Individuals are offered support in preparation for medical and dental care.

F. Individuals eat well balanced diets appropriate to nutritional needs.

G. Individuals who have special dietary needs have those needs reviewed by a dietary consultant.

H. Individuals have options to participate in fitness programs.

I. Individuals' health is protected through measures typically taken to prevent communicable diseases for persons with similar health status.

J. Individuals participate in making decisions about their health care to the maximum extent of their capacities, and their decisions about their health care are recognized and supported.

K. Individuals make informed choices about taking prescribed medications.

L. Individuals take medications as prescribed.

M. Individuals are supported in safely managing their medications.

N. Individuals' medications are regularly evaluated to determine their continued effectiveness.

O. Individuals who take medications are supported by people who have received information about the individuals' medical conditions, know how the medications should be taken and are aware of possible side effects.

2. Assuring individual safety—Outcome: Individuals' environments are safe while assuring choices and freedoms.

A. Individuals receive the degree of supervision consistent with personal ability and the nature of the environment.

(B) Individuals' homes and other environments are clean, safe and well maintained.

(C) Individuals' homes and other environments have modifications or adaptations to ensure safety.

(D) Individuals' homes and other environments have passed externally conducted health, safety, and mechanical inspections.

E. Individuals' safety is assured through preventive maintenance of vehicles, equipment and buildings.

F. Individuals are transported safely.

G. Individuals have the option to participate in home repair and maintenance training.

(H) The temperature of individuals' homes is within an accepted comfort range of sixty-eight (68°) to seventy-eight (78°) degrees Fahrenheit.

I. Individuals are supported in responding to emergencies in a safe manner.

J. Individuals participate in emergency drills occurring during daytime, evening and nighttime hours at least four (4) times annually.

K. Individuals are supported or served by staff who are knowledgeable about emergency procedures.

(L) Individuals have access to adequate evacuation exits.

M. Individuals have properly marked and easily accessible fire fighting equipment in their homes.

(N) Individuals' homes have operating smoke detectors.

O. Individuals have adaptive emergency alarm systems based upon need.

P. Individuals have options to take first aid, have access to basic first-aid supplies, or are provided first aid by knowledgeable staff.

Q. Individuals are provided cardiopulmonary resuscitation by knowledgeable staff.

R. Individuals incurring injuries or experiencing unusual incidents have the injuries or incidents documented in their files.

S. Individuals are supported or served by staff who have pertinent information to facilitate ordinary or emergency notification of family, guardians or other interested parties.

T. Individuals' safety is assured by secure storage of materials and equipment necessary for household maintenance.

U. Individuals and staff use safe and sanitary practices in all phases of food preparation and cleanup.

V. Individuals who need assistance to eat in an upright position are provided needed supports and adaptations.

W. Individuals use mechanical supports only as prescribed.

X. Individuals use adaptive, corrective, mobility, orthotic and prosthetic equipment that is in good repair.

3. Promoting well-being, comfort and security—Outcome: The physical and emotional well-being of individuals are met at home and promoted in other environments.

A. Individuals' personal preferences are supported to assure physical comfort.

B. Individuals' environments are secure and stable.

C. Individuals express that their home is their own.

D. Individuals' homes are adequate in size and design to meet the needs of those who live there.



E. Individuals are actively involved in the process when they relocate.

F. Individuals have opportunities to learn how to protect themselves from others.

(4) Every two (2) years, all agencies shall seek certification under this section except that agencies accredited by nationally recognized accrediting bodies approved by the division shall not be required to seek certification. For example, agencies accredited by the Accreditation Council on Services for People with Developmental Disabilities or agencies receiving accreditation of appropriate services by the Commission on Accreditation of Rehabilitation Facilities shall not be required to seek certification. The division director shall issue two (2)-year certificates to agencies successfully completing the process and requirements of this section and contingent, upon successful completion, the following year of consumer and family monitoring as set out in section (6).

(A) Presurvey Activities.

1. The survey team leader shall provide written information to the agency about the survey process and its purpose and shall provide a list of credentialed, potential survey team members. The survey team leader shall also request information from the agency for his/her use in selecting the sample of persons with developmental disabilities to be surveyed. That information shall include, but not be limited to, the number of persons in each program service and at each service location; number of persons with various support needs, for example, communication, behavioral or medical; and a copy of the agency's mission statement and organizational chart.

2. The agency shall provide the survey team leader with the requested information and with preferred survey team members in priority order.

3. The regional center director shall provide information to the survey team leader about case management for the agency.

4. Based on information provided by the agency, the survey team leader shall determine the agency's characteristics in conjunction with the agency and regional center directors. The survey team leader shall also determine the sample size and select the survey team. No survey team member may survey an agency in his/her community or any other agency if s/he or the team leader believes there could be a conflict of interest.

5. The agency and regional center directors shall designate a liaison person to provide information otherwise assist the survey team.

6. The survey team leader shall inform the team and the agency director of the sur-

vey schedule and shall provide necessary written information to the team.

(B) Survey Activities.

1. The survey team leader shall convene the team to make assignments and introduce agency and regional center liaison persons.

2. The survey team leader shall convene a meeting at the agency to introduce team members and liaison persons to the agency director and other staff and to present information about the survey process.

3. The survey team shall gather necessary information (conduct the survey). The agency director shall make people receiving its services, its staff and relevant records and policies available. The survey team shall cite examples of agency strengths and characteristics on which the agency may build during the enhancement phase of the certification process. Survey activities include but are not limited to—

A. A community tour;

B. Observation of persons receiving services in their homes and in the community;

C. Discussions with persons receiving services, their families and agency staff;

D. Attendance at individual habilitation plan meetings;

E. Record review and

F. Informal meetings to share observations, plan, and identify emerging themes.

4. The survey team shall reach conciliation on each principle in section (3) through evaluation of trends, not on the agency's failure to meet the principle.

5. After the survey team has completed the survey, it shall indicate whether—

A. No core issues were identified;

B. Core issues were identified, but the issues are not pervasive; or

C. Pervasive core issues were identified.

(C) Post-Survey Activities.

1. If the survey team does not identify core issues—

A. The survey team leader shall conduct an exit meeting at the agency with the agency and regional center directors, providing them a summary of the team's findings and its recommendation for certification of the agency;

B. The survey team leader shall prepare a survey report, including the team's recommendation for certification of the agency;

C. The survey team leader shall facilitate a meeting of the agency and regional center directors, after which those directors shall develop an enhancement plan to focus on themes (issues) identified during the sur-

vey. The plan shall include but not be limited to—

(I) How the issues will be addressed;

(II) Roles of agency and regional center staff in addressing the issues;

(III) Short- and long-range timelines;

(IV) Specific methods of agency-regional center communication about implementation of the plan; and

(V) Criteria for measuring success;

D. The survey team leader and agency director shall submit the survey report and enhancement plan to the division director;

E. The division director shall issue a two (2)-year certificate that is contingent upon successful completion the following year of consumer and family monitoring as set out in section (6);

F. The agency and regional center directors shall work together to implement the enhancement plan; and

G. The regional center director shall identify common issues or problems within enhancement plans in his/her region, especially within plans of agencies in particular communities, and shall take steps to resolve the issues or problems.

2. If the survey team identifies core issues, but the issues are not pervasive—

A. The survey team leader and regional center director shall conduct an exit meeting at the agency with the agency director, providing him/her a summary of the team's findings and its recommendation on certification of the agency;

B. The survey team leader shall prepare a survey report, including the team's recommendation on certification of the agency;

C. If certification is recommended, the survey team leader and regional center director shall facilitate a meeting with the agency director, after which the agency and regional center directors shall develop a combination enhancement (for building upon agency strengths)-enforcement (for addressing core issues) plan. The plan shall include but not be limited to requirements set out in items (4)(C)1.C.(I) through (V);

D. The survey team leader and agency director shall submit the survey report and enhancement-enforcement plan to the division director;

E. The division director shall issue a two (2)-year certificate that is contingent upon satisfying core issues identified in the enforcement plan component and successful completion the following year of consumer and family monitoring as set out in section (6);



F. The agency and regional center directors shall work together to implement the enhancement-enforcement plan;

G. The regional center director shall identify common issues or problems within enhancement and enforcement plans in his/her region, especially within plans of agencies in particular communities, and shall take steps to resolve the issues or problems; and

H. When the agency director believes his/her agency has satisfied core issues identified in the enforcement plan component, s/he, the regional center director, and a survey team member appointed by the team leader shall conduct a tailored survey to determine if the core issues have been satisfied.

(I) If the core issues have been satisfied, the agency and regional center directors shall work together to continue implementation of the enhancement plan component.

(II) If the agency has not satisfied the core issues but has made significant progress, the regional center director may extend the timelines in the enforcement plan component so that the agency can satisfy the remaining core issues.

(III) If the agency has failed to satisfy the core issues or even to make significant progress toward satisfying them, the division director shall decertify the agency.

3. If the survey team identifies pervasive core issues—

A. The survey team leader and regional center director shall conduct an exit meeting at the agency with the agency director, providing him/her a summary of the team's findings and its recommendation on certification of the agency;

B. The survey team leader shall prepare a survey report, including the team's recommendation on certification of the agency;

C. The survey team leader and regional center director shall facilitate a meeting with the agency director, after which the agency and regional center directors shall develop an enforcement plan. The plan shall include, but not be limited to, requirements set out in items (4)(C)1.C.(I) through (V);

D. The survey team leader and agency director shall submit the survey report and enforcement plan to the division director;

E. The division director shall issue a two (2)-year certificate that is contingent upon satisfying core issues identified in the enforcement plan and successful completion the following year of consumer and family monitoring as set out in section (6);

F. The agency and regional center directors shall work together to implement the enforcement plan;

G. The regional center director shall identify common issues or problems within enforcement plans in his/her region, especially within plans of agencies in particular communities, and shall take steps to resolve the issues or problems; and

H. When the agency director believes his/her agency has satisfied core issues identified in the enforcement plan, s/he, the regional center director and a survey team member appointed by the team leader shall conduct a tailored survey to determine if the core issues have been satisfied.

(I) If the core issues have been satisfied, the agency and regional center directors shall work together to develop and implement an enhancement plan.

(II) If the agency has not satisfied the core issues but has made significant progress, the regional center director may extend the timelines in the enforcement plan so that the agency can satisfy the remaining core issues.

(III) If the agency has failed to satisfy the core issues or even to make significant progress toward satisfying them, the division director shall decertify the agency.

(5) An agency may appeal its decertification to the department's hearings administrator.

(A) If the agency appeals and the hearings administrator reverses the decertification decision, the agency and regional center directors shall develop an enforcement plan or revise an existing plan, and the agency shall continue through the process set out previously in this rule.

(B) If the agency appeals and the hearings administrator sustains the decertification decision, the division director shall remove the agency from the Medicaid Home- and Community-Based or Nursing Home Reform Waiver Program.

(C) If the agency does not appeal, the division director shall remove the agency from the Medicaid Home- and Community-Based or Nursing Home Reform Waiver Program.

(6) Every two (2) years during years when survey teams do not conduct surveys of agencies, consumer and family monitoring teams shall monitor the agencies.

(A) If a monitoring team identifies core issues—

1. The monitoring team and the regional center director shall conduct an exit meeting with the agency director at the agency, providing the agency director a summary of the monitoring team's findings;

2. After the exit meeting, the agency director shall—

A. Develop an enforcement plan with the regional center director and continue through the process set out previously in this rule; or

B. Request that a tailored survey be conducted by the regional center director, the monitoring team and the agency director; and

3. If a tailored survey is conducted and—

A. The agency has not satisfied the core issues, the agency and regional center directors shall develop an enforcement plan, and the agency shall continue through the process set out previously in this rule; or

B. The agency has satisfied the core issues, the agency shall continue in its prior status.

AUTHORITY: section 630.655, RSMo 1994. This rule originally filed as 9 CSR 30-5.050. Original rule filed July 25, 1994, effective March 30, 1995. Amended: Emergency amendment filed July 20, 1995, effective July 30, 1995, expired Nov. 26, 1995. Amended: Filed July 20, 1995, effective Nov. 30, 1995. Amended: Filed May 25, 1995, effective Dec. 30, 1995.*

**Original authority: 630.655, RSMo 1980.*

9 CSR 45-5.020 Individualized Supported Living Services—Quality Outcome Standards

(Rescinded March 30, 2005)

AUTHORITY: section 630.050, RSMo 1994. This rule was originally filed as 9 CSR 30-5.020. Emergency rule filed Aug. 4, 1992, effective Sept. 1, 1992, expired Dec. 29, 1992. Original rule filed Aug. 4, 1992, effective Feb. 26, 1993. Amended: Filed May 25, 1995, effective Dec. 30, 1995. Rescinded: Filed Sept. 1, 2004, effective March 30, 2005.

9 CSR 45-5.030 Individualized Supported Living Services—Provider Certification

(Rescinded March 30, 2005)

AUTHORITY: section 630.050, RSMo 1994. This rule was originally filed as 9 CSR 30-5.030. Emergency rule filed Aug. 4, 1992, effective Sept. 1, 1992, expired Dec. 29, 1992. Original rule filed Aug. 4, 1992, effective Feb. 26, 1993. Amended: Filed May 25, 1995, effective Dec. 30, 1995. Rescinded: Filed Sept. 1, 2004, effective March 30, 2005.



9 CSR 45-5.040 Missouri Alliance for Individuals with Developmental Disabilities

PURPOSE: This rule establishes the Missouri Alliance for Individuals with Developmental Disabilities (MOAIDD) and its governing board, and describes its activities. The functions of MOAIDD were previously promulgated under 9 CSR 45-5.010. This new rule separates the MOAIDD functions from the certification process. MOAIDD is an organization of volunteers with developmental disabilities or immediate family members of persons with developmental disabilities which shall conduct visits with individuals receiving services from the Division of Mental Retardation and Developmental Disabilities. This rule defines terms, establishes principles and sets out the process by which MOAIDD will conduct visits.

(1) The Missouri Alliance for Individuals with Developmental Disabilities (MOAIDD) Board shall be established by the Department of Mental Health, Division of Mental Retardation/Developmental Disabilities. The board shall be appointed by the division director.

(A) The MOAIDD Board shall be responsible for the development, modification, evaluation and continuing oversight of the process of volunteer visiting. The MOAIDD Board, in cooperation with the Department of Mental Health, Division of Mental Retardation/Developmental Disabilities, shall determine necessary administrative, staffing and procedural functions of the volunteer visiting and shall advise the division on policy matters. The board is advisory and shall focus on the individuals receiving services. The board shall not review the agency or facility for compliance with local, state, or federal standards.

(B) Membership of the MOAIDD Board shall consist of fifteen (15) individuals with developmental disabilities and/or their family members who reside in the state of Missouri and share involvement in the life of their family member with developmental disabilities. At no time shall less than two (2) members of the board be individuals with developmental disabilities. One individual shall be selected to serve from each of the eleven (11) regions of the state. Four (4) additional individuals shall be selected from the state to serve as at-large members.

(C) Board members shall not serve more than two (2) consecutive three (3)-year terms. Following a one-year period off the board, an individual may be eligible to serve again.

(D) The board shall establish a Constitution and Bylaws, approved by the division, that sets forth its responsibilities, operating procedures and membership guidelines.

(2) Terms defined in sections 630.005 and 633.005, RSMo, are incorporated by reference for use in this rule. As used in this rule, unless the context clearly indicates otherwise, the following terms also mean:

(A) ACD—Accreditation Council on Services for People with Disabilities, also known as The Council on Quality and Leadership in Supports for People with Disabilities.

(B) Agency quality assurance/enhancement—a written document prepared by the regional center and provider agency to address quality assurance issues.

(C) CARF—The Commission for Accreditation of Rehabilitation Facilities, also known as The Rehabilitation Accreditation Commission.

(D) Certification unit—the unit within the Department of Mental Health that administers the certification process described in 9 CSR 45-5.010 for community-based programs funded under the Medicaid HCB waiver program.

(E) Department—the Missouri Department of Mental Health.

(F) Division—the Division of Mental Retardation and Developmental Disabilities within the Missouri Department of Mental Health.

(G) HCB waiver program—the Missouri Medicaid Home- and Community-Based Waiver for Persons with Mental Retardation and Developmental Disabilities.

(H) MOAIDD is a self-governing organization of volunteers with developmental disabilities and immediate family members of individuals with developmental disabilities, established by the division, to assess the quality of life for individuals receiving services through the division.

(I) MOAIDD team—a volunteer team consisting of a team leader and at least one team member.

(J) MOAIDD team leader—an experienced team member who has received MOAIDD volunteer training and team leader training.

(K) MOAIDD team member—a person with a developmental disability or such person's immediate family member who has participated in volunteer training, has passed a background screening according to 9 CSR 10-5.190 and has signed a confidentiality statement.

(L) MOAIDD visit—a visit by a MOAIDD team with an individual receiving services

through the division to ensure the individual is living as full a life as possible.

(M) Observations—comments in the MOAIDD team report reflecting positive outcomes present in the individual's life.

(N) Overriding concern—a significant concern in the individual's life identified by the MOAIDD team that, while not a Red or Yellow Flag, needs to be addressed.

(O) Recommendation—an action step suggested by the MOAIDD team intended to address a Yellow Flag issue or overriding concern, or otherwise to enhance the individual's quality of life.

(P) Red Flag—an immediate threat to the individual's health/safety.

(Q) Yellow Flag—a significant, but not immediate, threat to an individual's health, safety or rights.

(3) MOAIDD Visits.

(A) The purpose of the MOAIDD visit is to determine if an individual is living as full a life as possible, not to review local, state or federal standards. This determination is based, in part, on the division's philosophy and guidelines regarding self-determination, community membership, rights, health and safety. Of more significance, the determination is based on the volunteer's own perspective as a person with a developmental disability or the family member of a person with such a disability. Visits are conducted independently from other quality assurance reviews including those by the certification unit.

(B) Who Gets Visited.

1. Routine visits: MOAIDD shall visit individuals served in residential setting by residential providers reimbursed under the HCB Waiver. Not-for-profit providers accredited by CARF or ACD and in good standing with the accrediting agency are exempt from routine visits. If an individual resident in a CARF or ACD accredited agency or that person's guardian requests a MOAIDD visit, the visit can occur with the provider's permission.

2. Requested visits: MOAIDD visits may be requested at any time by an individual, family member or guardian, regional center, or provider to assist with planning and resource development to enhance the individual's life. The permission of the individual or his or her guardian must be obtained. Requested visits shall not be made to individuals receiving residential services from agencies exempted from routine visits in paragraph 1., without the provider's permission.

(C) Schedule of MOAIDD visits. MOAIDD will conduct routine visits alternately with certification, with at least nine (9)



months intervening between routine certification surveys and routine MOAIDD visits. MOAIDD visits are subject to the availability of volunteers. Requested visits will occur as quickly as possible following the request.

(D) Outcome of Visits.

1. MOAIDD visits shall result in observations and recommendations regarding the individual visited. These observations and recommendations shall be reported to the regional center director or designee and to the provider. The regional center shall consider the recommendations, and as appropriate, and with agreement of the individual or guardian, incorporate them in the individual's plan. These recommendations are intended to enhance the life of the individual visited, but may also contain information pertinent to the lives of other individuals served. The regional center and provider shall determine the generalized applicability of the recommendations and shall incorporate those that are pertinent, in the agency's quality assurance/enhancement plan.

2. In addition, section (4) of this rule specifies how the MOAIDD team will react to observing conditions that, in its opinion, require prompt action on behalf of the individual to preserve or protect health, safety or rights.

(4) This section prescribes two (2) sets of indicators referred to as Red and Yellow Flags.

(A) The following conditions shall be considered Red Flags.

1. The team members suspect, for whatever reason, that the individual's health or safety is at immediate risk. This could include situations in which agency staff appear not sufficiently trained/knowledgeable, or otherwise unable, to address threatening health, dietary, medicinal needs or operate prescribed equipment to an extent that it constitutes an imminent or immediate threat.

2. The team members suspect, for whatever reason, that the individual(s):

A. Is being verbally, physically or sexually abused;

B. Is being neglected;

C. Is the victim of verbal manipulation or other type of psychological mistreatment; or

D. Has been mechanically, physically and/or chemically restrained and the restraint is not appropriately addressed in the individual's plan.

(B) The following conditions shall be considered Yellow Flags if the team members believe they constitute a significant but not

immediate threat to an individual's health, safety or rights.

1. The individual does not have a physician or dentist and/or does not see them at least annually.

2. The individual has experienced emotional or physical trauma and his/her needs have not been addressed.

3. Safety devices (smoke detectors, fire extinguishers, locks, railings, etc.) are missing or in need of repair.

4. There are no procedures or practice for emergency situations.

5. Residence appears to be an unhealthy environment (e.g. dirty, strong odors, mildew, wiring is exposed, electrical fixtures and/or plumbing fixtures are broken, broken furniture, unhealthy clutter, heating or air conditioning is inadequate or nonfunctioning, etc.).

6. The individual's ordinary living activities are unreasonably limited or restricted.

7. The individual is not provided with needed information or training that would allow him/her greater independence.

8. Community access rarely occurs or is limited by insufficient staff and/or available transportation.

9. Staff lacks adequate training on health/medical issues, (cardiopulmonary resuscitation, first aid, physical management, nutritional management, drug side effects, seizures and allergies).

10. Staff lacks a means of communication with the individual they serve.

11. There is insufficient staff or staff is unfamiliar with the individual, resulting in staff not meeting the needs of the individual.

12. There is evidence that the individual is, or has been, restricted from activities.

13. Staff is unfamiliar or untrained regarding the specific needs of the individual they support (e.g. behavior, verbal, physical, psychological or recognition of abuse and neglect).

14. Medication is not stored or managed in a safe manner.

15. The individual is restricted from seeing family, friends or guardian.

16. The individual is not treated in a respectful manner by staff/administration.

17. Adaptive equipment is unavailable, broken or restricted from use.

18. Other items, which may not be significant individually but cumulatively, represent a threat to the safety, health or rights of the individual.

(5) MOAIDD visits shall proceed according to the requirements set forth in this section.

(A) The MOAIDD coordinator shall randomly select at least one individual from each residence where an agency provides residential service and shall notify the agency and regional center of the intent to visit.

(B) With the individual's/guardian's permission, pre-visit surveys returnable within thirty (30) days, shall be sent to the individual's family/guardian, residential provider, service coordinator and, when appropriate, daily activities provider.

(C) The MOAIDD team shall—

1. Gather information through observation, review of relevant records and conversation with the individual and staff; and

2. Issue a written report within seventy-two (72) hours to the MOAIDD coordinator for further processing.

(D) The MOAIDD coordinator shall distribute the written report within thirty (30) days of the visit to the individual visited, guardian, residential provider agency appropriate division staff, certification unit, members of the MOAIDD team that conducted the visit and other persons designated by the individual visited or the individual's guardian.

(E) If the MOAIDD team identifies Red Flags, the team shall proceed as follows:

1. The team leader shall remain on-site and immediately notify the MOAIDD coordinator who shall contact the regional center director or designee and request that he/she go to the location where the Red Flag was reported.

2. After the regional center director or designee arrives and the team leader provides any necessary information, the MOAIDD visit ceases and standard division procedures shall be followed. The team leader may then leave the site and contact the MOAIDD coordinator to complete any further documentation.

3. Should the Red Flag result in an abuse/neglect investigation, the findings shall be recorded in the department's Incident and Investigation Tracking System. The regional center director shall incorporate in the agency's quality assurance/enhancement plan the action steps that result from the findings and notify the MOAIDD coordinator of the actions taken. If there are enforcement issues the regional center shall notify the certification unit.

4. If the initial inquiry into the Red Flag does not warrant an abuse/neglect investigation, the regional center shall submit a written report of findings within two (2) working days of the inquiry to the MOAIDD coordinator.

(F) If the MOAIDD team identifies Yellow Flags, the team shall proceed as follows:



1. The team leader shall inform the MOAIDD coordinator of the Yellow Flags within twenty-four (24) hours of the visit.

2. The MOAIDD coordinator shall immediately notify the regional center director or designee of the Yellow Flag issues. The coordinator shall follow up with written notification within two (2) working days following contact with the regional center.

3. The regional center director shall incorporate in the agency's quality assurance/enhancement plan the action steps that result from the findings and notify the MOAIDD coordinator of the actions taken. If there are enforcement issues the regional center shall notify the certification unit.

4. After receiving consent from the individual/guardian, all action steps which pertain specifically to the individual will be documented in his/her personal plan and forwarded to the MOAIDD coordinator.

(G) The regional center director shall review all overriding concerns and recommendations reported by the MOAIDD team. Action steps to address these overriding concerns and recommendations shall be incorporated, as appropriate, in the agency's quality assurance/enhancement plan. They shall also be incorporated in the individual's personal plan, with the consent of the individual/guardian. The regional center director shall provide a written report to the MOAIDD coordinator indicating action taken.

AUTHORITY: section 633.010, RSMo 1994. Original rule filed Feb. 15, 2000, effective Aug. 30, 2000.*

**Original authority: 633.010, RSMo 1980.*

9 CSR 45-5.060 Procedures to Obtain Certification

PURPOSE: This rule describes procedures to obtain certification as a provider of residential habilitation, individualized supported living (ISL), supported employment, and day habilitation (on and off site), through the community-based Medicaid Waiver.

(1) Under sections 630.655, 630.010, and 376.779.3 and 4, RSMo, the department is mandated to develop certification standards and to certify an organization's level of service, treatment or rehabilitation as necessary for the organization to operate, receive funds from the department, or participate in a service network authorized by the department and eligible for Medicaid reimbursement. However, certification in itself does not constitute an assurance or guarantee that the

department will fund designated services or programs.

(A) A key goal of certification is to enhance the quality of care and services with a focus on the needs and outcomes of persons served.

(B) The primary function of the certification process is assessment of an organization's compliance with standards of care. A further function is to identify and encourage developmental steps toward improved program operations, client satisfaction and positive outcomes.

(C) This rule replaces sections 9 CSR 45-5.010(4) and (5) of the Certification of Medicaid Agencies Serving Persons with Developmental Disabilities.

(2) An organization may request certification by completing an application form, as required by the department for this purpose, and submitting the application form, and other documentation, as may be specified, to the Department of Mental Health, PO Box 687, Jefferson City, MO 65102.

(A) The organization must submit a current written description of those programs and services for which it is seeking certification by the department.

(B) A new applicant shall not use a name which implies a relationship with another organization, government agency or judicial system when a formal organizational relationship does not exist.

(C) Certification fees are not required.

(D) The department will review a completed application within thirty (30) calendar days of receipt to determine whether the applicant organization would be appropriate for certification. The department will notify the organization of its determination.

(E) An organization that wishes to apply for recertification shall submit its application forms to the department at least sixty (60) days before expiration of its existing certificate.

(F) An applicant can withdraw its application at any time during the certification process, unless otherwise required by law.

(3) The department shall conduct a site survey at an organization to assure compliance with certification standards, standards of care and other requirements.

(A) The department shall conduct a comprehensive site survey for the purpose of determining compliance with certification standards and program/service rules, except as stipulated in paragraphs (3)(B)1. through 3.

(B) The department recognizes and deems as certified a provider that has attained full

accreditation under standards for Community Services (community living services for Individualized Supported Living (ISL) and residential habilitation and personal and social services for day habilitation) and for Employment Services (supported employment) from the Rehabilitation Accreditation Commission (CARF) or The Council on Quality and Leadership (The Council). The deemed provider must—

1. Submit to the department a copy of the most recent accreditation survey report and verification of the accreditation time period and dates within thirty (30) days of receipt from the accreditation agency.

2. Notify the department when accreditation surveys are scheduled or when accreditation agency makes complaint investigation visit.

3. Notify the department of any changes in accreditation status during the time period of accreditation and resurvey.

4. Identify the department as a primary stakeholder for contact by the accrediting agency during survey and resurvey data gathering processes.

(4) The department shall provide advance notice and scheduling of routine, planned site surveys.

(A) The department shall notify the applicant and the division's regional centers regarding survey date(s), procedures and a copy of any survey instrument that may be used. Survey procedures will include, but are not limited to, interviews with provider staff, individuals being served and other interested parties; tour and inspection of program sites; review of provider administrative records necessary to verify compliance with requirements; review of personnel records and service documentation; observation of program activities.

(B) The applicant agrees, by act of submitting an application, to allow and assist department representatives in fully and freely conducting these survey procedures and to provide department representatives reasonable and immediate access to premises, individuals, and requested information.

(C) An organization must engage in the certification process in good faith. The organization must provide information and documentation that is accurate, and complete. Failure to participate in good faith, including falsification or fabrication of any information used to determine compliance with requirements, may be grounds to deny issuance of or to revoke certification.

(D) The surveyor(s) shall hold entrance and exit conferences with the organization to



discuss survey arrangements and survey findings, respectively. If a surveyor identifies a deficiency that could result in actual jeopardy to the safety, health or welfare of persons served, the surveyor shall not leave the program until an acceptable plan of correction is presented which assures the surveyor that there is no further risk of jeopardy to persons served.

(E) Within thirty (30) calendar days after the exit conference, the department shall provide a written survey report to the provider's director and the division.

1. The report shall note all deficiencies identified during the survey. Every instance in which the certification standards are not met will be cited as a deficiency.

2. The department shall send a notice of deficiency and the report by certified mail, return receipt requested.

3. The provider shall make the report available to the staff and to the public upon request.

(F) Within thirty (30) calendar days of the date that a notice of deficiency and the report is presented by certified mail to the provider, the provider shall submit to the department and regional center a plan of correction.

1. The plan must address each deficiency, specifying the method of correction and the date the correction shall be completed. The provider will work with the regional center to develop a plan of correction. No correction date will exceed one hundred eighty (180) days.

2. Within fifteen (15) calendar days after receiving the plan of correction, the department shall notify the provider and the division of its decision to approve, disapprove, or require revisions of the proposed plan.

3. The surveyor will assure that the plan of correction has been implemented and deficiencies corrected. The department shall determine if it is necessary for the surveyor to make a return visit to the provider based on the criteria of the plan of correction and will notify the division and regional center(s) of revisit.

4. In the event that the provider has not submitted a plan of correction acceptable to the department within sixty (60) days of the original date that written notice of deficiencies was presented by certified mail to the provider, it shall be subject to expiration of certification.

(5) The department may grant certification on a temporary, provisional, conditional, or compliance status. The department will notify the division of any change in the status of a provider.

(A) Temporary status shall be granted to a provider if the survey process has not been completed prior to the expiration of an existing certificate and the applicant is not at fault for failure or delay in completing the survey process.

(B) Provisional status for a period of not exceeding one (1) year shall be granted to a new provider or service, a converted agency or provider, or an existing provider adding a waived service, based on a site review which finds the program in compliance with requirements related to policy and procedure, facility, personnel, and staffing patterns sufficient to begin providing services. The regional center must notify the Licensure and Certification Office as soon as the contract is set up with the provider.

1. In the department's initial determination and granting of provisional certification, the provider shall not be expected to fully comply with those standards which reflect ongoing program activities.

2. The department shall conduct a comprehensive site survey of the provisionally certified provider and shall make further determination of the provider's certification status no sooner than ninety (90) days after the provider begins serving clients nor later than the expiration date of the provisional certificate.

(C) Conditional status shall be granted to a provider following a site survey by the department that determines that there are pervasive and/or significant deficiencies with standards that may affect quality of care to individuals and there is reasonable expectation that the provider can achieve compliance within a stipulated time period. The department shall consider patterns and trends of performance identified during the site survey.

1. The period of conditional status shall not exceed one hundred eighty (180) calendar days. The department may directly monitor progress, may require the provider to submit progress reports, or both.

2. The department shall conduct a further site survey within the one hundred eighty (180)-day period and make a further determination of the provider's compliance with standards.

3. During the period of conditional status, the division may, at its discretion, take actions per sections (10) and (12) of this rule.

(D) Compliance status shall be awarded to a provider for a period of two (2) years following a site survey by the department that determines the provider meets all standards relating to quality of care and the safety, health, rights, and welfare of persons served. If deficiencies are cited during a site survey, any and all such deficiencies must be cor-

rected in accordance with the plan of correction prior to the department awarding compliance status.

(6) The department may investigate any complaint regarding the operation of a certified or deemed certified program or service. If conditions are found that are not in compliance with applicable certification standards, the department may, at its sole discretion, notify the accrediting organization of any concerns.

(7) The department may conduct a scheduled or unscheduled site survey of a provider at any time to monitor ongoing compliance with the certification standards. If any survey finds conditions that are not in compliance with applicable certification standards, the department may require corrective action steps and may change the provider's certification status consistent with procedures set out in this rule.

(8) The department shall certify only the provider(s) named in the application. The provider(s) may not transfer certification without the written approval of the department.

(A) A certificate is the property of the department and is valid only as long as the provider meets standards of care and other requirements.

(B) The provider shall maintain the certificate issued by the department in a readily available location.

(C) Within seven (7) calendar days of the time a certified provider organization is sold, leased, discontinued, moved to a new location, has a change in its accreditation status, appoints a new director, or changes programs or services offered, the provider shall provide written notice to the department of any such change.

(D) A certified provider that establishes a new program or type of program shall operate that program in accordance with applicable standards. A provisional review, expedited site survey or comprehensive site survey shall be conducted, as determined by the department.

(9) The department may deny issuance of and may revoke certification based on a determination that—

(A) The nature of the deficiencies results in substantial probability of or actual jeopardy to individuals being served;

(B) Serious or repeated incidents of abuse or neglect of individuals being served or violations of rights have occurred;

(C) Fraudulent fiscal practices have transpired or significant and repeated errors in billings to the department have occurred;



(D) Failure to participate in the certification process in good faith, including falsification or fabrication of any information used to determine compliance with requirements;

(E) The nature and extent of deficiencies results in the failure to conform to the certification standards of the program or service being offered; or

(F) Compliance with standards has not been attained by an organization upon expiration of conditional certification.

(10) The department, at its discretion, may—

(A) Place a monitor at a program if there is substantial probability of or actual jeopardy to the safety, health, rights, or welfare of individuals being served.

1. The cost of the monitor shall be charged to the organization at a rate which recoups all reasonable expenses incurred by the department.

2. The department shall remove the monitor when a determination is made that the safety, health, rights, and welfare of individuals being served is no longer at risk;

(B) Take other action to ensure and protect the safety, health or welfare of individuals being served.

(11) An organization which has had certification denied or revoked may appeal to the director of the department within thirty (30) calendar days following notice of the denial or revocation being presented by certified mail to the organization. The director of the department shall conduct a hearing under procedures set out in Chapter 536, RSMo and issue findings of fact, conclusions of law and a decision which shall be final.

(12) The department shall have authority to impose administrative sanctions.

(A) The department may suspend the certification process pending completion of an investigation when an organization that has applied for certification or the staff of that organization is under investigation for fraud, financial abuse, abuse or neglect of persons served, revocation of persons' rights without due process, or improper clinical practices.

(B) The department may administratively sanction a certified organization that has been found to have committed fraud, financial abuse, abuse of persons served, or improper clinical practices or that had reason to know its staff were engaged in such practices.

(C) Administrative sanctions include, but are not limited to, suspension of certification, clinical utilization review requirements, clinical audit, suspension of new admissions, denial or revocation of certification, or other actions as determined by the department.

(D) The department shall have the authority to refuse to accept for a period of up to twenty-four (24) months an application for certification from an organization that has had certification denied or revoked or that has been found to have committed fraud, financial abuse or improper clinical practices or whose staff and clinicians were engaged in improper practices.

(E) An organization may appeal these sanctions pursuant to section (11).

(13) An organization may request the department's exceptions committee to waive a requirement for certification if the head of the organization provides evidence that a waiver is in the best interests of the individuals it serves.

(A) A request for a waiver shall be in writing and shall include justification for the request.

(B) The request shall be submitted to Exceptions Committee, Department of Mental Health, PO Box 687, Jefferson City, MO 65102.

(C) The exceptions committee shall hold meetings in accordance with Chapter 610, RSMo and shall respond with a written decision within forty-five (45) calendar days of receiving a request.

(D) The exceptions committee may issue a waiver on a time-limited or other basis.

(E) If a waiver request is denied, the exceptions committee shall give the organization forty-five (45) calendar days to fully comply with the standard, unless a different time period is specified by the committee.

(14) The organization must comply with other applicable requirements as set forth in 9 CSR 10-5.220 Privacy Rule of Health Insurance Portability and Accountability Act of 1996 (HIPAA).

*AUTHORITY: sections 630.050 and 630.655, RSMo 2000. * 45 CFR parts 160 and 164, the Health Insurance Portability and Accountability Act of 1996. Emergency rule filed Feb. 13, 2002, effective March 1, 2002, expired Aug. 27, 2002. Original rule filed Feb. 13, 2002, effective Aug. 30, 2002. Emergency amendment filed April 1, 2003, effective April 14, 2003, expired Oct. 14, 2003. Amended: Filed April 1, 2003, effective Oct. 30, 2003.*

**Original authority: 630.050, RSMo 1980, amended 1993, 1995 and 630.655, RSMo 1980.*

9 CSR 45-5.105 Definitions for Fire Safety Rules

PURPOSE: This rule establishes definitions for the fire safety rules promulgated under this chapter.

(1) The following terms shall mean:

(A) Alterations, changes made to the structure or floor plan of the facility by removing or adding walls and doors or adding space;

(B) Commercial range is any range or stovetop classified as commercial by the manufacturer or larger in size than a common residential range, equipped with four (4) or more burners/elements and may be equipped with a cooking grill or griddle surface;

(C) Dead-end is a corridor or hallway with no exit at the end that causes occupants to retrace their path to reach an exit;

(D) Exit is the portion of a means of egress that is separated from all other areas of the building or structure by construction or equipment required to provide a protected way of travel to the exit discharge. Exits include exterior exit doors, exit passageways, horizontal exits, separated exit stairs, and separated exit ramps;

(E) Exit access is the portion of a means of egress that leads to an exit;

(F) Exit discharge is the portion of a means of egress between the termination of an exit and a public way;

(G) Fire barrier is a structural element, either vertical or horizontal, such as a wall or floor assembly that is designed and constructed with a specified fire resistance rating to limit the spread of fire and restrict the movement of smoke. Such barriers may have protected openings;

(H) Fire door is a combination of the fire door, frame, hardware and other accessories which together provide a specific degree of fire protection to the opening;

(I) Fire resistance rating is the length of time in minutes or hours that materials or structural elements can withstand fire exposure;

(J) Flame resistant material is the property of material or their structural elements that prevents or retards the passage of excessive heat, hot gases, or flames under the conditions in which they are used;

(K) Flame retardant is a chemical applied to material or other substance that is designed to retard ignition or the spread of fire;

(L) Home type range is a typical home type cooking stove;

(M) Interior finish includes the interior wall and ceiling finish, and interior floor finish;



(N) Level exit discharge is a horizontal plane that is located from the point at which an exit terminates and the exit discharge begins. The horizontal plane shall not vary more than two inches (2") in rise or fall;

(O) Level is the portion of a building included between the upper surface of a floor and the ceiling above it, or any upper surface of a floor and the ceiling above it that is separated by more than five (5) steps on a stairway;

(P) Means of egress is a continuous and unobstructed way of travel from any point in a building or structure to a public way. A means of egress consists of three (3) distinct parts: the exit access, the exit, and the exit discharge;

(Q) Means of escape is a way out of a residential unit that does not conform to the strict definition of means of egress but does meet the intent of the definition by providing an alternative way out of a building;

(R) Mixed occupancy is when a facility is located in the same building or structure as another occupancy. This may include a business or place of assembly;

(S) Public way is a street, alley, or other similar parcel of land essentially open to the outside air that is deeded, dedicated, or otherwise permanently appropriated to the public for public use and having a clear width and height of not less than ten feet (10');

(T) Remote exit or means of egress is when two (2) exits or two (2) exit access doors are required. Each exit or exit access door shall be placed at a distance apart equal to at least one-half (1/2) the length of the maximum overall diagonal dimension of the building or area to be used;

(U) Self-closing means to be equipped with an approved device that will ensure closing after having been opened;

(V) Smoke barrier is a structural element, either vertical or horizontal, such as a wall, floor, or ceiling assembly that is designed and constructed to restrict the movement of smoke. A smoke barrier may or may not have a fire resistance rating; and

(W) Supervised automatic sprinkler system is a system with the initiating devices monitored by the fire alarm control panel. This may include switches used to monitor the position of valves, a low air pressure switch, a water flow switch, and a tamper switch.

(2) In the context of rules promulgated under 9 CSR 45, the term department shall mean the Department of Mental Health (DMH).

(3) Terms not defined in this rule shall be understood as defined in the fire safety code of the National Fire Protection Association.

AUTHORITY: section 630.655, RSMo 2000. Original rule filed Sept. 5, 2003, effective April 30, 2004.*

**Original authority: 630.655, RSMo 1980.*

9 CSR 45-5.110 Fire Safety for On-Site Day Habilitation

PURPOSE: This rule establishes fire safety requirements for on-site day habilitation funded through the Medicaid home and community-based waiver. The department delegates its authority for fire safety inspections under this rule to the Department of Public Safety, Division of Fire Safety.

(1) General Requirements.

(A) People participating in on-site day habilitation shall be restricted to using the floor of the building that is at ground level exit discharge. Exception: People participating in on-site day habilitation may use the floor below and above the level of exit discharge if the entire building is protected throughout with an approved automatic sprinkler system.

(B) No on-site day habilitation shall be located in the same building as a high hazard occupancy.

(C) The staff of the facility shall conduct at least one (1) fire drill at least once a month. In addition, a disaster drill will be conducted at least twice per year. The staff shall maintain a written record at the facility of the date, type of drill, time required to evacuate the building, whether the evacuation was completed, notation of any problems evacuating, and the number of occupants present during the drill.

(D) Unscheduled drills shall be held at the state fire marshal inspector's discretion.

(E) During severe weather, fire drills may be postponed.

(F) Each fire drill shall evacuate all persons from the building and shall be conducted as follows:

1. Drills shall simulate an actual fire condition;

2. Occupants and staff members shall not obtain clothing or personal effects after the alarm has sounded;

3. The occupants and staff members shall proceed to a predetermined point outside the building that is sufficiently remote to avoid fire danger, or to a predetermined point inside of the building to defend in place; and

4. Occupants and staff members shall remain in place until a recall is issued or until they are dismissed.

(G) No window in a facility shall have bars or any other item placed over it in a station-

ary manner that would impede a rescue or evacuation attempt.

(H) All flammable/combustible liquids, matches, toxic cleaning supplies, poisonous materials, medicines, or other hazardous items shall be stored so as to be inaccessible to the occupants.

(I) The building numbers shall be plainly visible from the street in case of emergency.

(J) Good housekeeping practices ensuring fire safety will be maintained daily.

(K) Stairways, walks, ramps, and porches shall be kept free of ice and snow.

(L) No fresh-cut Christmas trees shall be used unless they are treated with a flame resistant material. Documentation of the treatment shall be on file at the facility and available for review by the state fire marshal inspector.

(M) The facility shall notify the nearest fire department that the facility is in operation and have required signed documentation (fire department notification form) on file at the facility.

(N) Facilities served by a volunteer or membership fire department shall be a member in good standing with the fire department. A copy of the membership or receipt for membership shall be on file at the facility and available for review.

(O) The facility shall as soon as practical report any fire in the facility to the state fire marshal's office and the Department of Mental Health.

(P) The Division of Fire Safety may make additional requirements that provide adequate life safety protection if it is determined that the safety of the occupants is endangered. Every building or structure shall be constructed, arranged, equipped, maintained, and operated to avoid danger to the lives and safety of its occupants from fire, smoke, fumes, or resulting panic during the period of time necessary for escape from the building.

(Q) Prior to new construction, remodeling existing structures, and any structural alterations to existing facilities, the provider shall submit two (2) copies of plans and specifications prepared to scale for review and approval. One (1) copy shall be submitted to the Department of Mental Health's Licensure and Certification Unit; the second copy to the state fire marshal. The plans shall include a narrative indicating the utilization of each area of the facility. The architect or contractor shall certify in writing that the plans are in compliance with these certification rules. The provider shall not begin construction until the plans have been reviewed by the state fire marshal inspector. All plans for new construction, remodeling or additions shall



comply with the Americans with Disabilities Act, Accessibility Guidelines.

(R) During the construction or remodeling process, the provider shall request a framing and wiring inspection and an inspection for the rough-in wiring for the fire alarm system by the Division of Fire Safety before the walls are enclosed. Failure to request these inspections in a timely manner may result in an unapproved fire inspection from the Division of Fire Safety.

(S) The ceiling height in all facilities shall be a minimum of seven feet six inches (7'6"). An allowance will be made by the state fire marshal inspector for some areas that are below seven feet six inches (7'6") for the installation of ductwork and plumbing.

(T) Facilities shall comply with all local building codes, fire codes and ordinances.

(U) The latest edition of the National Fire Protection Association, Chapter 101, *Life Safety Code* shall prevail in the interpretation of these rules.

(V) Each certified day program facility shall be inspected at least once annually by a state fire marshal inspector. The Department of Mental Health will initiate the fire safety inspection. If a facility is found out of compliance with the fire safety rules, the department will apply procedures for achieving compliance as promulgated under 9 CSR 45-5.060.

(2) Means of Egress Requirements.

(A) Each floor occupied in the facility shall have not less than two (2) remotely located means of egress. Each exit door shall not be less than thirty-two inches (32") wide and shall be thirty-six inches (36") wide in all new construction.

(B) In addition to the primary route, each room or occupied space shall have a second means of escape that consists of one (1) of the following:

1. A door, stairway, passage, or hall providing a way of unobstructed travel to the outside of the dwelling at street or ground level that is independent of and remotely located from the primary means of escape.

2. A passage through an adjacent non-lockable space, independent of and remotely located from the primary means of escape, to any approved means of escape.

(C) No door in the path of travel to the means of egress shall be less than thirty-two inches (32") wide in an existing facility.

(D) At no time shall the occupants of the facility exit through a bathroom, storage room, furnace room, kitchen, garage, or any other room deemed hazardous by the state fire marshal inspector.

(E) All exit doors shall swing in the direction of egress travel and have door closures attached. In smaller facilities that care for ten (10) or fewer clients, the exit doors may swing inward providing all of the clients are ambulatory. Door closures are not required in smaller facilities.

(F) Emergency lighting that has a battery backup shall be installed to light the path of egress. The location and number of emergency lights shall be determined by the state fire marshal.

(G) Lighted exit signs with a battery backup shall be installed above exit doors and as needed throughout the facility to direct the occupants to the exits.

(H) No dead bolt locks that require a key to unlock the lock from the inside shall be allowed.

(I) Overhead garage doors are not recognized as exit doorways.

(J) Mirrors shall not be placed on exit doors or adjacent to any exit in such a manner to confuse the direction of the exit. All exit doors shall be readily recognizable.

(K) All hallways shall have a clear width of at least thirty-six inches (36") wide and shall be kept free of all articles that might impede the occupants' evacuation from the home.

(L) Dead-end corridors/hallways shall not exceed twenty feet (20').

(M) All facilities that have a set of stairs or use stairs as a fire escape shall be constructed as follows:

1. All stairs shall be at least thirty-six inches (36") wide. Fire escapes shall be constructed of noncombustible materials;

2. The maximum rise shall be eight inches (8");

3. The minimum tread shall be nine inches (9");

4. The maximum height between landings shall be twelve feet (12');

5. The minimum landing size shall be forty-four inches (44");

6. Handrails shall be placed on both sides and shall be of sturdy construction and positioned thirty-four to thirty-eight inches (34"-38") above the tread;

7. The outside diameter of the handrails shall be at least one and one-fourth inches (1 1/4") and no greater than two inches (2") in size;

8. Handrails shall provide a clearance of at least one and one-half inches (1 1/2") between the handrail and the wall or upright to which it is attached; and

9. Spiral staircase or winder is not permitted.

(N) Every ramp used in the component of the means of egress shall be a minimum of forty-four inches (44") wide, and have land-

ings at the top and bottom being the same width as the ramp. Ramp height shall comply with the following:

1. Ramps less than three inches (3") in height shall have a slope of one inch (1") per eight inches (8") of run.

2. Ramps with a height of three to six inches (3"-6") shall have a slope of one inch (1") per ten inches (10") of run.

3. Ramps with a height greater than six inches (6") shall have a slope of one inch (1") per twelve inches (12") of run.

(O) All ramps shall have a slip-resistant surface and shall be designed so that water or snow shall not accumulate on their surface.

(P) All ramps over ten inches (10") in height shall have guardrails and handrails on both sides.

(3) Windows for Emergency Rescue and Ventilation.

(A) Every room or space greater than three hundred (300) square feet used by clients shall have at least one (1) outside window for emergency rescue and ventilation. The window shall be operable from the inside without the use of tools and shall provide a clear opening of at least twenty inches (20") wide, twenty-four inches (24") in height. The total clear opening space shall be no less than 5.7 square feet in size. The bottom of the opening shall be no more than forty-four inches (44") above the floor and any latching device shall be operated easily. The clear opening shall be a rectangular solid, with a minimum width and height that provides the required 5.7 square feet opening and a minimum depth of twenty inches (20") to allow passage through the opening. The windows shall be accessible by the fire department and shall open into an area having access to a public way.

(B) Subsection (3)(A) does not apply in the following situations:

1. In buildings protected throughout by an approved, supervised automatic sprinkler system; or

2. When the room or space has a door leading directly to the outside of the building.

(4) Travel Distance to Exits.

(A) The travel distance between any room door intended as an exit access or an exit shall not exceed one hundred feet (100').

(B) The travel distance between any point in a room and an exit shall not exceed one hundred fifty feet (150').

(C) The travel distance in (A) and (B) above shall be permitted to be increased by fifty feet (50') in buildings protected throughout by a supervised automatic sprinkler system that is approved by the state fire marshal



inspector, based on the National Fire Protection Association Standards for Sprinkler Systems.

(5) Protection.

(A) Any vertical openings and stairwells shall be enclosed and protected with a one (1)-hour fire barrier and self-closing device attached to the door.

(B) All furnace rooms, rooms containing water heaters, boiler rooms and storage rooms shall be separated from the remainder of the building by construction having not less than a one (1)-hour fire resistance rating. All doors to these rooms shall have a self-closing device attached and shall have a one (1)-hour fire resistive rating. The one (1)-hour rating required for these rooms or areas are not required if the facility installs an automatic sprinkler head supplied by the domestic water supply or has an approved automatic sprinkler system. A fire alarm initiating device shall be installed in the rooms or areas.

(C) On-site developmental habilitation shall be separated from other occupancies in the same building in accordance with the following:

Use Group	Fire Wall Separation in Hours
Place of assembly	2
Business	1
Mercantile	2
Institutional restrained	1
Hotels or dormitories	2

(6) Interior Finish.

(A) Interior wall and ceiling finishes throughout shall be a minimum Class B finish, as specified in the definition section of these fire safety rules. Textile material having a napped, tufted, looped, woven, non-woven, or similar surface shall not be applied to walls or ceilings. Foam plastic materials or other highly flammable or toxic materials shall not be used as an interior wall, ceiling, or floor finish.

(B) All wall studs, ceiling joists, and floor joists shall be covered with a minimum of Class B finish, and no exposed studs or joists shall be allowed.

(C) Hangings or draperies shall not be placed over exit doors or be located to conceal or obscure any exit. All other hangings and draperies shall be treated with a flame retardant material with verification to this effect on file for the state fire marshal inspector to review. An exception can be made for window valances and shall be noted by the inspector on the fire inspection survey.

(7) Detection, Alarms, Extinguishment.

(A) All on-site day habilitation programs serving fifty (50) people or less shall have smoke detectors installed on each level, in all occupied spaces, storage rooms and throughout all corridors and in all other locations as deemed necessary by the state fire marshal inspector. All smoke detectors shall be powered by the building's electrical system and have a nine (9)-volt battery backup and be interconnected. Smoke detectors shall be installed and arranged so that the activation of any smoke detector causes the operation of an alarm in all detectors that is clearly audible throughout the building, including in bathrooms, corridors, and activity rooms, and above the noise of radios, televisions, and noises of normal activity.

(B) All on-site developmental habilitation serving fifty (50) people or more shall have a full coverage electrical fire alarm system. Pull stations shall be mounted at each exit door and at least one (1) horn shall be installed in a central location on each floor. Smoke detectors shall be installed in all rooms, throughout all corridors, in all living spaces, storage rooms and offices. Additional smoke detectors may be required by the state fire marshal inspector as deemed necessary. Heat detectors shall be installed in all mechanical rooms, kitchens and throughout the attic. The battery backup control panel shall be Underwriters Laboratories, Inc. (UL) or Factory Mutual (F.M.) listed and installed on a dedicated circuit in the breaker box. The fire alarm system shall be installed and maintained in good working order.

(C) The fire alarm system shall be monitored by a monitoring company or transmitted directly to the fire department when fifty (50) or more clients are present.

(D) All facilities shall have the fire alarm system tested, inspected, and approved annually by a fire alarm company. A copy of the test report and approval of the system shall be kept on file at the facility for review by the state fire marshal inspector and the department.

(E) Occupant notification shall be provided automatically without delay. Pre-signal systems shall be prohibited.

(F) Any day program that has hearing-impaired occupants shall make adequate provisions so that the activation of any fire alarm system shall notify the occupants of the building. The state fire marshal inspector may require additional requirements for the hearing-impaired occupants to insure adequate modification.

(G) All smoke detectors that are ten (10) years old or older shall be replaced with new smoke detectors of the same style. The new

smoke detectors shall have the installation date written on the side of the detector for the state fire marshal to reference. All smoke detectors that are connected to a fire alarm system shall be replaced after ten (10) years of service, or recalibrated by the smoke detector's manufacturer. If the smoke detectors are recalibrated, temporary smoke detectors shall be installed so that the fire alarm system continues working properly and providing protection to the occupants while the original smoke detectors are being serviced.

(H) Facilities using equipment or appliances, such as a gas stove or gas water heater, that pose a potential carbon monoxide risk, including facilities with attached garages, shall install a carbon monoxide detector(s). The detector(s) shall be installed according to the manufacturer's instructions. The state fire marshal may require additional carbon monoxide detectors if the state fire marshal inspector determines that the safety of the occupants is endangered.

1. Carbon monoxide detectors shall be in good operating condition. If a battery-operated detector is not operational, the facility shall install a detector that is powered by the building's electrical system with a battery backup.

2. If an elevated carbon monoxide level is detected during a fire inspection, the facility shall have all gas-fired appliances checked by a heating and air conditioning company to identify the source of the carbon monoxide. Until the facility has documentation on file at the facility verifying that all gas-fired appliances were checked by a heating and air conditioning company and are in safe working order, and the facility is determined safe by the state fire marshal inspector, the fire inspection shall not be approved.

3. If a level of carbon monoxide is determined that endangers the lives of the occupants in care, the state fire marshal shall take measures necessary to protect the occupants. This may include evacuation of the building or closing the facility. The facility shall obtain and have on file at the facility, documentation verifying that all gas-fired appliances were checked by a heating and air conditioning company and are in safe working order. The facility shall be reinspected by the state fire marshal inspector and determined safe before the occupants can return to the building or the facility can reopen.

(I) At least one (1) portable (five pound (5 lb)) 2A-10B:C fire extinguisher shall be required in all facilities. One (1) fire extinguisher shall be located in the kitchen. Additional fire extinguishers shall be placed throughout the facility and the travel distance shall be no greater than seventy-five feet



(75') between fire extinguishers. Additional fire extinguishers may be required by the state fire marshal inspector depending on the floor plan arrangement of space and the number of levels used.

(J) Fire extinguishers shall be installed and maintained according to the instructions of the state fire marshal and shall be inspected and approved annually by a fire extinguisher company. Documentation of the inspection and approval shall be on file at the facility and available for review by the state fire marshal inspector.

(8) Heating, Ventilating, Air Conditioning, and Mechanical Equipment.

(A) Unvented fuel-fired room heaters, portable electric space heaters and floor furnaces shall not be permitted for use.

(B) No facility shall be allowed to heat the facility with a wood burning stove, fireplace, or wood burning furnace located inside of the structure.

(C) All gas and electric heating equipment shall be equipped with thermostatic controls. All hot water heaters shall have a properly sized pressure relief valve and be properly vented by galvanized flue pipe and screws at every joint in the pipe or by material recommended by the manufacturer if they are gas fired. The drip leg pipe on the pressure relief valve shall extend to approximately six inches (6") above the floor and shall be copper or chlorinated polyvinyl chloride (CPVC) and cannot be reduced in size.

(D) Facilities with a water heater over two hundred thousand British thermal units (200,000 Btus) per hour input or larger, or that is heating with a boiler, shall have a valid permit from the Division of Fire Safety posted on the premises. A copy of the permit shall be kept on file at the Division of Fire Safety.

(E) All furnace rooms shall be properly vented. Furnace flue pipes shall be constructed of galvanized pipe or material recommended by the manufacturer. All galvanized pipe shall be secured by screws at every joint in the pipe.

(F) All joints in the gas supply pipe shall be located outside of the furnace cabinet housing.

(G) Gas shutoff valve shall be located next to all gas appliances, furnaces, hot water heaters.

(H) All furnaces shall be equipped with an electrical fused switch to protect the unit from electrical overloading and to disconnect the electrical supply.

(I) If a furnace or hot water heater is located inside a garage, it shall be at least eighteen inches (18") above the finished floor and

enclosed inside a fire resistant room having a fire rating of thirty (30) minutes. The door to this room shall also have a fire rating of thirty (30) minutes and have a door closure attached.

(J) All furnace rooms and rooms containing the hot water heater shall have adequate combustion air for the units. The vent size opening for the combustion air shall be measured at one (1) square inch per one thousand (1,000) Btus input if the combustion air is drawn from inside the structure and one (1) square inch per four thousand (4,000) Btus input if the air is drawn from outside of the structure. There shall be two (2) combustion air vent openings in each furnace room, one (1) located at the lower level and the other at the upper level.

(K) One (1) combustion air vent opening shall be permitted if the vent opening communicates directly to the outside of the structure. This opening shall be one (1) square inch per three thousand (3,000) Btus input of the total gas appliances located in this room. The gas appliances must have a clearance around them, of one inch (1") from the sides and back, and six inches (6") from the front of the unit.

(L) Air conditioning, heating, ventilating ductwork, and related equipment shall be installed in a safe manner and be in good operating condition as determined by the state fire marshal.

(M) All elevators shall be inspected annually by a state licensed elevator inspector and shall obtain an annual state operating permit form from the Division of Fire Safety and post it as required.

(N) If any combustibles are stored in a furnace room, they must be enclosed in a metal container.

(9) Electrical Services.

(A) Electrical wiring shall be installed and maintained in good working order. If the state fire marshal considers the wiring to be unsafe for the occupants or it is installed improperly, an inspection by a licensed electrician may be required prior to fire safety approval. The inspection by the licensed electrician shall be based on National Fire Protection Association, Chapter 70, *National Electrical Code*.

(B) No electrical extension cords will be allowed, unless approved in writing by the state fire marshal inspector.

(10) Equivalency Concepts. Nothing in this rule is intended to prevent the use of systems, methods, or devices of equivalent or superior quality, strength, fire resistance, effectiveness, durability, and safety as alternatives

required by this rule. These alternatives may be used only if technical documentation to demonstrate equivalency and the system, method, or device is submitted and approved by the Missouri Division of Fire Safety.

AUTHORITY: section 630.655, RSMo 2000. Original rule filed Sept. 5, 2003, effective April 30, 2004.*

**Original authority: 630.655, RSMo 1980.*

9 CSR 45-5.130 Fire Safety for Residential Habilitation for 4-9 People

PURPOSE: This rule establishes fire safety requirements for residential habilitation homes serving four to nine (4-9) people funded through the Medicaid home and community-based waiver. The department delegates its authority for fire safety inspections under this rule to the Department of Public Safety, Division of Fire Safety.

(1) General Requirements.

(A) The staff shall conduct at least one (1) fire drill and one (1) disaster/weather drill per quarter, with a minimum of one (1) fire and one (1) disaster/weather drill per year conducted while the residents are sleeping. A drill must be conducted within one (1) week of the arrival of a new resident. The staff shall maintain a written record at the facility of the date, type of drill, time required to evacuate the building, whether the evacuation was completed, notation of any problems evacuating, and number of occupants present during the drill.

(B) Unscheduled drills shall be held at the state fire marshal inspector's discretion.

(C) During severe weather, fire drills may be postponed.

(D) Each fire drill shall evacuate all persons from the building, or evacuate to an area of refuge and defend in place. Each fire drill shall be conducted as follows:

1. Drills shall simulate an actual fire condition;

2. Occupants and staff members shall not obtain clothing or personal effects after the alarm has sounded;

3. The occupants and staff members shall proceed to a predetermined point outside the building that is sufficiently remote to avoid fire danger, or in case of disaster/weather drill to a predetermined point inside of the building; and

4. Occupants and staff members shall remain in place until a recall is issued or until they are dismissed.

5. Exception. If there is potential harm to residents during drills because a resident is medically fragile, the provider may arrange



the drill to not involve the medically fragile. However, all residents who are medically fragile must participate in a drill at least once per year. This must be documented in the home.

(E) No window in a facility shall have bars or any other item placed over them in a stationary manner that would impede a rescue or evacuation.

(F) All flammable/combustible liquids, matches, toxic cleaning supplies, poisonous materials, or other hazardous items shall be stored so as to be inaccessible to the occupants if the occupants cannot handle the materials safely. If there are firearms and/or ammunition on the premises, they shall be kept in a locked space and residents shall not have access.

(G) Clothes dryers shall be vented and maintained properly.

(H) The house numbers shall be plainly visible from the street in case of emergency.

(I) Good housekeeping practices ensuring fire safety will be maintained daily.

(J) Stairways, walks, ramps, and porches shall be kept free of ice and snow.

(K) No fresh-cut Christmas trees shall be used unless they are treated with a flame resistant material. Documentation of the treatment shall be on file at the facility and available for review by the state fire marshal inspector.

(L) Candles and other devices that have an open flame shall not be used indoors. However, short-term supervised use of candles for special occasions or dinners is permitted.

(M) The facility shall notify the nearest fire department that the facility is in operation and have required signed documentation (fire department notification form) on file at the facility.

(N) Facilities served by a volunteer or membership fire department shall be a member in good standing with the fire department. A copy of the membership or receipt for membership shall be on file at the facility and available for review.

(O) The facility shall as soon as practical report any fire in the facility to the state fire marshal's office and the Department of Mental Health.

(P) The Division of Fire Safety may make additional requirements that provide adequate life safety protection if it is determined that the safety of the occupants is endangered. Every building or structure shall be constructed, arranged, equipped, maintained, and operated to avoid danger to the lives and safety of its occupants from fire, smoke, fumes, or resulting panic during the period of time necessary for escape from the building.

(Q) Prior to new construction, remodeling existing structures, and any structural alterations to existing facilities, the provider shall submit two (2) copies of plans and specifications prepared to scale for review and approval. One (1) copy shall be submitted to the Department of Mental Health's Licensure and Certification Unit, the second copy to the state fire marshal. The plans shall include a narrative indicating the utilization of each area of the facility. The architect or contractor shall certify in writing that the plans are in compliance with these certification rules. The provider shall not begin construction until the plans have been reviewed by the state fire marshal inspector. All plans for new construction, remodeling or additions shall comply with the Americans with Disabilities Act, Accessibility Guidelines.

(R) During the construction or remodeling process, the provider shall request a framing and wiring inspection and an inspection for the rough-in wiring for the fire alarm system by the Division of Fire Safety before the walls are enclosed. Failure to have these inspections constitutes cause for disapproval by the Division of Fire Safety.

(S) Facilities that were certified and areas approved for care prior to the effective date of this rule shall have ceilings at least seven feet (7') in height. Facilities initially certified and areas initially approved for care on or after the effective date of this rule shall meet all the requirements of this rule and shall have ceilings at least seven feet, six inches (7'6") in height. If structural alterations are made in facilities certified prior to the effective date of this rule, those facilities shall meet all the requirements of this rule and shall have ceilings at least seven feet, six inches (7'6") in height in the altered space. Allowance will be made by the state fire marshal inspector for the installation of ductwork and plumbing. No more than forty percent (40%) of the ceiling in each room shall be below minimal height.

(T) Facilities shall comply with all local building codes, fire codes and ordinances.

(U) The latest edition of the National Fire Protection Association, Chapter 101, *Life Safety Code* shall prevail in the interpretation of these rules.

(V) Each certified residential facility shall be inspected at least once annually by a state fire marshal inspector. The Department of Mental Health will initiate the fire safety inspection. If a facility is found out of compliance with the fire safety rules, the department will apply procedures for achieving compliance as promulgated under 9 CSR 45-5.060.

(2) Means of Egress Requirements.

(A) Each floor occupied in the home shall have not less than two (2) remotely located means of egress. Required means of egress shall not be a window. Each exit door shall not be less than thirty inches (30") wide, except that newly constructed doorways shall be at least thirty-six inches (36") wide.

(B) Wheelchairs, walkers, and other support equipment shall not be stored in corridors.

(C) No door in the path of travel to the means of egress shall be less than thirty inches (30") wide. Except that newly constructed doorways shall be at least thirty-six inches (36").

(D) No primary means of escape or planned exit shall lead through a bathroom, storage room, furnace room, garage, or any other room deemed hazardous by the fire inspector. Exception: Kitchens shall not be considered hazardous unless they have commercial stoves without extinguishing equipment or other features that lend themselves to rapid fire development.

(E) All required outside exit doors shall swing in the direction of egress travel if there are more than six (6) residents living in the home and one (1) or more person(s) is non-ambulatory. In other words, if there are six (6) residents or less and all are ambulatory, the required exit doors do NOT have to swing in the direction of egress travel.

(F) Emergency lighting that has a battery backup shall be installed to light the path of egress. The state fire marshal inspector shall determine the location and number of emergency lights.

(G) No dead bolt locks that require a key to unlock the lock from the inside shall be allowed.

(H) Overhead garage doors are not recognized as exit doorways.

(I) Mirrors shall not be placed on exit doors or adjacent to any exit in such a manner to confuse the direction of the exit. All exit doors shall be readily recognizable.

(J) All hallways shall have a clear width of at least thirty-six inches (36") wide and shall be kept free of all articles that might impede the occupants' evacuation from the home.

(K) Dead-end corridors/hallways shall not exceed twenty feet (20').

(L) Facilities initially certified and areas initially approved on or after the effective date of this rule, shall meet the following requirements. All facilities that have a set of stairs or use stairs as a fire escape shall be constructed as follows:

1. All stairs shall be at least thirty-six inches (36") wide. New fire escapes shall be constructed of noncombustible materials.



Existing fire escapes shall be of sturdy construction and, at the discretion of the fire marshal, may be required to be load tested.

2. The maximum rise shall be eight inches (8").

3. The minimum tread shall be nine inches (9").

4. The maximum height between landings shall be twelve feet (12').

5. The minimum landing size shall be forty-four inches by forty-four inches (44" x 44").

6. Handrails shall be placed on both sides and shall be of sturdy construction and positioned thirty-four to thirty-eight inches (34"-38") above the tread.

7. The outside diameter of the handrails shall be at least one and one-fourth inches (1 1/4") and no greater than two inches (2") in size.

8. Handrails shall provide a clearance of at least one and one-half inches (1 1/2") between the handrail and the wall or upright to which it is attached.

9. Spiral staircases or winders are not permitted.

(M) Every ramp used in the component of the means of egress shall be a minimum of forty-four inches (44") wide, and have landings at the top and bottom being the same width as the ramp. Ramp height shall comply with the following:

1. Ramps less than three inches (3") in height shall have a slope of one inch (1") per eight inches (8") of run.

2. Ramps with a height of three to six inches (3"-6") shall have a slope of one inch (1") per ten inches (10") of run.

3. Ramps with a height greater than six inches (6") shall have a slope of one inch (1") per twelve inches (12") of run.

(N) All ramps shall have a slip-resistant surface and shall be designed so that water or snow shall not accumulate on their surface.

(O) All ramps over ten inches (10") in height shall have guardrails and handrails on both sides.

(3) Travel Distance to Exits.

(A) The travel distance between any room door intended as an exit access and an exit shall not exceed one hundred feet (100').

(B) The travel distance between any point in a room and an exit shall not exceed one hundred fifty feet (150').

(C) The travel distance between any point in a sleeping room and an exit access door in that room shall not exceed fifty feet (50'). Exception: The travel distance in (A) and (B) of this subsection shall be permitted to be increased by fifty feet (50') in buildings protected throughout by a supervised automatic

sprinkler system that is approved by the state fire marshal inspector, based on the National Fire Protection Association, Standards for Sprinkler Systems.

(4) Protection.

(A) Vertical openings shall be protected so that no primary means of escape is exposed to an unprotected vertical opening. The vertical opening shall be considered protected if the opening is cut off and enclosed in a manner that provides a fire-resisting capability of not less than twenty (20) minutes and resists the passage of smoke. All doors or openings shall have fire- and smoke-resisting capability equivalent to that of the enclosure and shall be self-closing or automatic closing.

(B) Exception. Specific residential facilities that were certified prior to the effective date of this rule without twenty (20)-minute fire barriers in interior stairways as required by subsection (4)(A) shall be considered in compliance with current requirements, unless renovations or significant changes have occurred in the way the building is being used or the number of residents are increased.

(C) All furnace rooms, rooms containing water heaters, boiler rooms, storage rooms, laundry rooms and all other rooms or areas deemed hazardous by the state fire marshal inspector shall be separated from the remainder of the building by a construction having not less than a twenty (20)-minute fire resistance rating. Doors to these rooms must be closed at all times. Doors to these rooms shall also have a twenty (20)-minute fire rating or be a minimum of one and three-fourths inches (1 3/4") thick solid core. The door(s) shall also have door closure(s) attached.

(D) Exception. The twenty (20)-minute fire resistance rating required for rooms or areas listed in subsection (4)(C) of this rule is not required if the facility installs a sprinkler head off the domestic water supply or has an approved automatic sprinkler system and a fire alarm initiating device shall be installed in the high hazard area.

(E) Every unoccupied attic space shall be subdivided by draft stops having a one (1)-hour fire rating, into areas not to exceed three thousand (3,000) square feet. Exception: Subdivisions described in this subsection are not required if the space is protected throughout by an approved, automatic sprinkler system.

(5) Interior Finish.

(A) Interior wall and ceiling finishes throughout shall be a minimum Class B finish, as specified in the definition section of these fire safety rules. Textile material having a napped, tufted, looped, woven, non-

woven, or similar surface shall not be applied to walls or ceilings. Foam plastic materials or other highly flammable or toxic materials shall not be used as an interior wall, ceiling, or floor finish.

(B) All wall studs, ceiling joists, and floor joists shall be covered with a minimum of Class B finish, and no exposed studs or joists shall be allowed.

(C) Hangings or draperies shall not be placed over exit doors or be located to conceal or obscure any exit. All other hangings and draperies shall be treated with a flame retardant material with verification to this effect on file for the fire inspector to review. Exception shall be made for small window valances. These exceptions shall be noted on the fire inspection survey.

(6) Detection, Alarms, Extinguishment.

(A) Smoke detectors shall be installed in all sleeping rooms, throughout all corridors, in all living spaces, storage rooms, offices, and any other areas that are deemed necessary by the state fire marshal inspector. Smoke detectors shall be in good operating condition and functional at all times. Smoke detectors may be battery powered. However, if smoke detectors are not operational during two (2) separate inspections, the facility will be required to install smoke detectors that are powered by the home's electrical system and have a nine (9)-volt battery backup. These detectors shall be interconnected so that the activation of one (1) detector will cause an alarm in all detectors. Smoke detectors that are not operational must be documented on inspection surveys.

(B) All smoke detectors that are ten (10) years old or older shall be replaced with new smoke detectors of the same style. The new smoke detectors shall have the installation date written on the side of the detector for the state fire marshal inspector to reference.

(C) All smoke detectors that are connected to a fire alarm system shall be replaced after ten (10) years of service, or recalibrated by the smoke detector's manufacturer. If the smoke detectors are recalibrated, temporary smoke detectors shall be installed so that the fire alarm system continues working properly and providing protection to the occupants while the original smoke detectors are being serviced.

(D) Any residence that has hearing-impaired occupants shall make adequate provisions so that the activation of any fire alarm system shall notify the occupants of the home. The state fire marshal inspector may require additional requirements for the hearing-impaired occupants to insure adequate notification.



(E) Occupant notification shall be provided automatically without delay. Pre-signal systems shall be prohibited.

(F) All homes with fire alarm systems shall have the fire alarm system tested, inspected, and approved annually by a fire alarm company. A copy of the test report and approval of the system shall be kept on file at the residence for review by the state fire marshal inspector.

(G) Residences using equipment or appliances, such as a gas stove or gas water heater, that pose a potential carbon monoxide risk, including facilities with attached garages, shall install a carbon monoxide detector(s). The detector(s) shall be installed according to the manufacturer's instructions. The state fire marshal inspector may require additional carbon monoxide detectors if the state fire marshal inspector determines that the safety of the occupants is endangered.

1. Carbon monoxide detectors shall be in good operating condition. If a battery operated detector is not operational, the facility shall install a detector that is powered by the home's electrical system with a battery backup.

2. If an elevated carbon monoxide level is detected during a fire inspection, the residence shall have all gas-fired appliances checked by a heating and air conditioning company to identify the source of the carbon monoxide. Until the residence has documentation on file at the home verifying that all gas-fired appliances were checked by a heating and air conditioning company and are in safe working order, and the facility is determined safe by the state fire marshal, the fire inspection shall not be approved.

3. If a level of carbon monoxide is determined that endangers the lives of the occupants, the state fire marshal inspector shall take measures necessary to protect the occupants. This may include evacuation of the home or closing the residence. The residence shall obtain and have on file at the home, documentation verifying that all gas-fired appliances were checked by a heating and air conditioning company and are in safe working order. The residence shall be reinspected by the state fire marshal inspector and determined safe before the occupants can return to the home or the residence can reopen.

(H) At least one (1) portable (five pound (5 lb)) 2A-10B:C fire extinguisher shall be required in all homes. One (1) fire extinguisher shall be located in the kitchen. Additional fire extinguishers shall be placed throughout the home and the travel distance shall be no greater than seventy-five feet (75') between fire extinguishers. Additional

fire extinguishers may be required by the state fire marshal depending on the floor plan arrangement of space and the number of levels used.

(I) Fire extinguishers shall be installed and maintained according to the instructions of the state fire marshal and shall be inspected and approved annually by a fire extinguisher company. Documentation of the inspection and approval shall be on file at the facility and available for review by the state fire marshal inspector.

(J) Homes initially obtaining certification and areas initially certified on or after the effective date of this rule shall meet the following requirements of subsections (6)(J) and (6)(K) of this rule. Homes using a commercial stove, deep fryer, or two (2) home type ranges placed side by side, shall be equipped with a range hood and extinguishing system with an automatic cutoff of the fuel supply and exhaust system in case of fire. The state fire marshal inspector shall inspect these systems to insure they are in good working condition and installed/maintained correctly. The state fire marshal inspector shall base this inspection on National Fire Protection Association, Chapter 96, Standard for Fire Protection of Commercial Cooking Operations. Exceptions: 1) Home type ranges separated by an eighteen inch (18") cabinet shall not be required to have an extinguishing system installed above them. 2) Facilities that cook on a home type range with no more than four (4) burners and/or grill, does not need to install a fire extinguishing system above the range.

(K) The range hood fire extinguishment system shall be connected to the control panel of the fire alarm system. The activation of the range hood fire extinguishment system shall cause the fire alarm system to activate throughout the building.

(7) Heating, Ventilating, Air Conditioning, and Mechanical Equipment.

(A) Unvented fuel-fired room heaters, portable electric space heaters and floor furnaces shall not be permitted for use.

(B) No facility shall be allowed to heat the home with a wood burning stove, fireplace, or wood burning furnace located inside of the structure as a primary source of heat. Fireplaces need to be approved for use by the state fire marshal inspector.

(C) All gas and electric heating equipment shall be equipped with thermostatic controls. All hot water heaters shall have a properly sized pressure relief valve and properly vented by galvanized flue pipe and screws at every joint in the pipe or by material recommended by the manufacturer if they are gas

fired. The drip leg pipe on the pressure relief valve shall extend to approximately six inches (6") above the floor and shall be copper or chlorinated polyvinyl chloride (CPVC) and cannot be reduced in size.

(D) Facilities with a water heater over two hundred thousand British thermal units (200,000 Btus) per hour input or larger, or that are heating with a boiler, shall have a valid permit from the Division of Fire Safety posted on the premises. A copy of the permit shall be kept on file at the Division of Fire Safety.

(E) All furnace rooms shall be properly vented. Furnace flue pipes shall be constructed of galvanized pipe or material recommended by the manufacturer. All galvanized pipe shall be secured by screws at every joint in the pipe.

(F) All joints in the gas supply pipe shall be located outside of the furnace cabinet housing.

(G) A gas shutoff valve shall be located next to all gas appliances, furnaces, and hot water heaters.

(H) All furnaces shall be equipped with an electrical fused switch to protect the unit from electrical overloading and to disconnect the electrical supply.

(I) If a furnace or hot water heater is located inside a garage, it shall be at least eighteen inches (18") above the finished floor and enclosed inside a fire resistant room having a fire rating of thirty (30) minutes. The door to this room shall also have a minimum thirty (30)-minute fire rating and have a door closure attached.

(J) All furnace rooms and rooms containing the hot water heater shall have adequate combustion air for the units. The vent size opening for the combustion air shall be measured at one (1) square inch per one thousand (1,000) Btus input if the combustion air is drawn from inside the structure and one (1) square inch per four thousand (4,000) Btus input if the air is drawn from outside of the structure. There shall be two (2) combustion air vent openings in each furnace room, one (1) located at the lower level and the other at the upper level.

(K) One (1) combustion air vent opening shall be permitted if the vent opening communicates directly to the outside of the structure. This opening shall be one (1) square inch per three thousand (3,000) Btus input of the total gas appliances located in this room. The gas appliances must have a clearance around them, of one inch (1") from the sides and back, and six inches (6") from the front of the unit.

(L) Air conditioning, heating, ventilating ductwork, and related equipment shall be



installed in a safe manner and be in good operating condition as determined by the state fire marshal inspector.

(M) Any furnace or air handling equipment that has airflow of two thousand (2,000) cubic feet per minute or more, shall have a fan shutdown switch that is interconnected with the fire alarm system.

(N) All elevators shall be inspected annually by a state licensed elevator inspector and shall obtain an annual state operating permit form from the Division of Fire Safety and post it as required.

(O) If any combustibles are stored in a furnace room, they must be enclosed in a metal container.

(8) Electrical Services.

(A) Electrical wiring shall be installed and maintained in good working order. If the state fire marshal considers the wiring to be unsafe for the occupants or it is installed improperly, an inspection by a licensed electrician may be required prior to fire safety approval. The inspection by the licensed electrician shall be based on National Fire Protection Association, Chapter 70, *National Electrical Code*.

(B) No electrical extension cords will be allowed, unless approved in writing by the state fire marshal inspector. Extension cords shall not be permanently affixed to the structure or replace permanent wiring. Exception: The use of Underwriters Laboratories, Inc. (UL) approved fused power surge strips is acceptable.

(9) Equivalency Concepts. Nothing in this rule is intended to prevent the use of systems, methods, or devices of equivalent or superior quality, strength, fire resistance, effectiveness, durability, and safety as alternatives required by this rule. These alternatives may be used only if technical documentation to demonstrate equivalency and the system, method, or device is submitted and approved by the Missouri Division of Fire Safety.

AUTHORITY: section 630.655, RSMo 2000. Original rule filed Sept. 5, 2003, effective April 30, 2004.*

**Original authority: 630.655, RSMo 1980.*

9 CSR 45-5.140 Fire Safety for Residential Habilitation for 10–16 People

PURPOSE: This rule establishes fire safety requirements for residential habilitation homes serving ten to sixteen (10–16) people funded through the Medicaid home and community-based waiver. The department delegates its authority for fire safety inspections

under this rule to the Department of Public Safety, Division of Fire Safety.

(1) General Requirements.

(A) The staff shall conduct at least one (1) fire drill and disaster drill at least once a month, with a minimum of two (2) drills conducted annually while the residents are sleeping. The staff shall maintain a written record at the facility of the date, type of drill, time required to evacuate the building whether the evacuation was completed, notation of any problems evacuating, and number of occupants present during the drill.

(B) Unscheduled drills shall be held at the state fire marshal inspector's discretion.

(C) During severe weather, fire drills may be postponed.

(D) Each fire drill shall evacuate all persons from the building, or evacuate to an area of refuge and defend in place. Each fire drill shall be conducted as follows:

1. Drills shall simulate an actual fire condition;

2. Occupants and staff members shall not obtain clothing or personal effects after the alarm has sounded;

3. The occupants and staff members shall proceed to a predetermined point outside the building that is sufficiently remote to avoid fire danger, or to a predetermined point inside of the building;

4. Occupants and staff members shall remain in place until a recall is issued or until they are dismissed; and

5. Exception. If there is potential harm to residents during drills because a resident is medically fragile, the provider may arrange the drill to not involve the medically fragile. However, all residents who are medically fragile must participate in a drill at least once per year. This must be documented in the home.

(E) No window in a facility shall have bars or any other item placed over them in a stationary manner that would impede a rescue or evacuation.

(F) All flammable/combustible liquids, matches, toxic cleaning supplies, poisonous materials, or other hazardous items shall be stored so as to be inaccessible to the occupants if the occupants cannot handle the materials safely. No firearms and/or ammunition are allowed on the premises.

(G) Clothes dryers shall be vented and maintained properly.

(H) The house numbers shall be plainly visible from the street in case of emergency.

(I) Good housekeeping practices ensuring fire safety will be maintained daily.

(J) Stairways, walks, ramps, and porches shall be kept free of ice and snow.

(K) No fresh-cut Christmas trees shall be used unless they are treated with a flame resistant material. Documentation of the treatment shall be on file at the facility and available for review by the state fire marshal.

(L) Candles and other devices that have an open flame shall not be used indoors. However, short-term supervised use of candles for special occasions or dinners is permitted.

(M) The facility shall notify the nearest fire department that the facility is in operation and have required signed documentation (fire department notification form) on file at the facility.

(N) Facilities served by a volunteer or membership fire department shall be a member in good standing with the fire department. A copy of the membership or receipt for membership shall be on file at the facility and available for review.

(O) The facility shall as soon as practical report any fire in the facility to the state fire marshal's office and the Department of Mental Health.

(P) The Division of Fire Safety may make additional requirements that provide adequate life safety protection if it is determined that the safety of the occupants is endangered. Every building or structure shall be constructed, arranged, equipped, maintained, and operated to avoid danger to the lives and safety of its occupants from fire, smoke, fumes, or resulting panic during the period of time necessary for escape from the building.

(Q) Prior to new construction, remodeling existing structures, and any structural alterations to existing facilities, the provider shall submit two (2) copies of plans and specifications prepared to scale for review and approval. One (1) copy shall be submitted to the Department of Mental Health's Licensure and Certification Unit; the second copy to the state fire marshal. The plans shall include a narrative indicating the utilization of each area of the facility. The architect or contractor shall certify in writing that the plans are in compliance with these certification rules. The provider shall not begin construction until the plans have been reviewed by the state fire marshal inspector. All plans for new construction, remodeling or additions shall comply with the Americans with Disabilities Act, Accessibility Guidelines.

(R) During the construction or remodeling process, the provider shall request a framing and wiring inspection and an inspection for the rough-in wiring for the fire alarm system by the Division of Fire Safety before the walls are enclosed. Failure to request these inspections in a timely manner may result in an



unapproved fire inspection from the Division of Fire Safety.

(S) The ceiling height in all facilities shall be a minimum of seven feet six inches (7'6"). An allowance will be made by the state fire marshal for some areas that are below seven feet six inches (7'6") for the installation of ductwork and plumbing. No more than forty percent (40%) of the ceiling in each room shall be below minimal height.

(T) Facilities shall comply with all local building codes, fire codes and ordinances.

(U) The latest edition of the National Fire Protection Association, Chapter 101, *Life Safety Code* shall prevail in the interpretation of these rules.

(V) Each certified residential facility shall be inspected at least once annually by a state fire marshal inspector. The department will initiate the fire safety inspection. If a facility is found out of compliance with the fire safety rules, the department will apply procedures for achieving compliance as promulgated under 9 CSR 45-5.060.

(2) Means of Egress Requirements.

(A) Each floor occupied in the home shall have not less than two (2) remotely located means of egress. Required means of egress shall not be a window. Each exit door shall not be less than thirty inches (30") wide, except that newly constructed doorways shall be at least thirty-six inches (36").

(B) Wheelchair, walkers and other support equipment shall not be stored in corridors.

(C) No door in the path of travel to the means of egress shall be less than thirty inches (30") wide. Except that newly constructed doorways shall be at least thirty-six inches (36").

(D) No primary means of escape shall lead through a bathroom, storage room, furnace room, kitchen, garage, or any other room deemed hazardous by the fire marshal.

(E) All exit doors shall swing in the direction of egress travel and shall have door closures attached.

(F) Emergency lighting that has a battery backup shall be installed to light the path of egress. The location and number of emergency lights shall be determined by the state fire marshal inspector.

(G) Lighted exit signs with a battery backup shall be installed above exit door and as needed throughout the facility to direct the occupants to the exits.

(H) No dead bolt locks that require a key to unlock the lock from the inside shall be allowed.

(I) Overhead garage doors are not recognized as exit doorways.

(J) Mirrors shall not be placed on exit doors or adjacent to any exit in such a manner to confuse the direction of the exit. All exit doors shall be readily recognizable.

(K) All hallways shall have a clear width of at least thirty-six inches (36") wide and shall be kept free of all articles that might impede the occupants' evacuation from the home.

(L) Dead-end corridors/hallways shall not exceed twenty feet (20').

(M) Each wing or corridor of the facility shall be separated into fire compartment areas by fire doors and walls, having not less than a one (1) hour rating. All fire doors shall be equipped with a door closure and may be held open at all times with an electrical magnetic switch that is interconnected to the fire alarm system.

(N) Facilities initially certified and areas initially approved on or after the effective date of this rule, shall meet the following requirements. All facilities that have a set of stairs or use stairs as a fire escape shall be constructed as follows:

1. All stairs shall be at least thirty-six inches (36") wide. Fire escapes shall be constructed of noncombustible materials. Existing fire escapes shall be of sturdy construction and, at the discretion of the fire marshal, may be required to be load tested.

2. The maximum rise shall be eight inches (8").

3. The minimum tread shall be nine inches (9").

4. The maximum height between landings shall be twelve feet (12').

5. The minimum landing size shall be forty-four inches (44").

6. Handrails shall be placed on both sides and shall be of sturdy construction and positioned thirty-four to thirty-eight inches (34"-38") above the tread.

7. The outside diameter of the handrails shall be at least one and one-fourth inches (1 1/4") and no greater than two inches (2") in size.

8. Handrails shall provide a clearance of at least one and one-half inches (1 1/2") between the handrail and the wall or upright to which it is attached.

9. Spiral staircase or winder is not permitted.

(O) Every ramp used in the component of the means of egress shall be a minimum of forty-four inches (44") wide, and have landings at the top and bottom being the same width as the ramp. Ramp height shall comply with the following:

1. Ramps less than three inches (3") in height shall have a slope of one inch (1") per eight inches (8") of run.

2. Ramps with a height of three to six inches (3"-6") shall have a slope of one inch (1") per ten inches (10") of run.

3. Ramps with a height greater than six inches (6") shall have a slope of one inch (1") per twelve inches (12") of run.

(P) All ramps shall have a slip-resistant surface and shall be designed so that water or snow shall not accumulate on their surface.

(Q) All ramps over ten inches (10") in height shall have guardrails and handrails on both sides.

(3) Travel Distance to Exits.

(A) The travel distance between any room door intended as an exit access and an exit shall not exceed one hundred feet (100').

(B) The travel distance between any point in a room and an exit shall not exceed one hundred fifty feet (150').

(C) The travel distance between any point in a sleeping room and an exit access door in that room shall not exceed fifty feet (50'). Exception: The travel distance in (A) and (B) of this section shall be permitted to be increased by fifty feet (50') in buildings protected throughout by a supervised automatic sprinkler system that is approved by the fire marshal, based on the National Fire Protection Association, Standards for Sprinkler Systems.

(4) Protection.

(A) Vertical openings shall be protected so that no primary means of escape is exposed to an unprotected vertical opening. The vertical opening shall be considered protected if the opening is cut off and enclosed in a manner that provides a fire-resisting capability of not less than twenty (20) minutes and resists the passage of smoke. Any doors or openings shall have fire- and smoke-resisting capability equivalent to that of the enclosure and shall be self-closing or automatic closing.

(B) Interior stairways shall be closed with one (1)-hour-fire barriers, with all openings equipped with smoke actuated automatic-closing or self-closing doors having a fire resistance comparable to that required for the enclosure.

(C) All furnace rooms, rooms containing water heaters, boiler rooms, storage rooms, laundry rooms and all other rooms or areas deemed hazardous by the state fire marshal inspector shall be separated from the remainder of the building by construction having not less than a one (1)-hour fire-resistance rating. All doors to these rooms shall have a self-closing device attached and shall have a minimum one (1)-hour fire rating.

(D) Exception. The one (1)-hour fire resistance rating required for rooms or areas list-



ed in subsection (4)(C) of this rule is not required if the facility installs a sprinkler head off the domestic water supply or has an approved automatic sprinkler system and a fire alarm initiating device shall be installed in the high hazard area.

(E) Every unoccupied attic space shall be subdivided by draft stops having a one (1)-hour fire rating, into areas not to exceed three thousand (3,000) square feet. Exception: Subdivisions described in this subsection are not required if the space is protected throughout by an approved, automatic sprinkler system.

(F) All doors to sleeping rooms shall have a fire resistance rating of twenty (20) minutes.

(5) Interior Finish.

(A) Interior wall and ceiling finishes throughout shall be a minimum Class B finish, as specified in the definition section of these fire safety rules. Textile material having a napped, tufted, looped, woven, non-woven, or similar surface shall not be applied to walls or ceilings. Foam plastic materials or other highly flammable or toxic materials shall not be used as an interior wall, ceiling, or floor finish.

(B) All wall studs, ceiling joists, and floor joists shall be covered with a minimum of Class B finish, and no exposed studs or joists shall be allowed.

(C) Hangings or draperies shall not be placed over exit doors or be located to conceal or obscure any exit. All other hangings and draperies shall be treated with a flame retardant material with verification to this effect on file for the state fire marshal to review. Exception shall be made for small window valances. These exceptions shall be noted on the fire inspection survey.

(6) Detection, Alarms, Extinguishment.

(A) All facilities shall have a full coverage electrical fire alarm system. Pull stations shall be mounted at each exit door and at least one (1) horn/strobe shall be installed in a central location on each floor. Smoke detectors shall be installed in all sleeping rooms, throughout all corridors, in all living spaces, storage rooms and offices. Additional smoke detectors may be required by the state fire marshal inspector as deemed necessary. Heat detectors shall be installed in all mechanical rooms, kitchens and throughout the attic. The battery backup control panel shall be Underwriters Laboratory (UL) or Factory Mutual (F.M.) listed and installed on a dedicated circuit breaker box. The fire alarm system shall be installed and maintained in good working order and shall be UL

or F.M. listed. The fire alarm system shall be installed and maintained per the National Fire Alarm Code (NFPA 72) and the *National Electrical Code*.

(B) All smoke detectors that are ten (10) years old or older shall be replaced with new smoke detectors of the same style. The new smoke detectors shall have the installation date written on the side of the detector for the state fire marshal to reference.

(C) All smoke detectors that are connected to a fire alarm system shall be replaced after ten (10) years of service, or recalibrated by the smoke detector's manufacturer. If the smoke detectors are recalibrated, temporary smoke detectors shall be installed so that the fire alarm system continues working properly and providing protection to the occupants while the original smoke detectors are being serviced.

(D) Any residence that has hearing-impaired occupants shall make adequate provisions so that the activation of any fire alarm system shall notify the occupants of the home. The state fire marshal may require additional requirements for the hearing-impaired occupants to insure adequate notification.

(E) Occupant notification shall be provided automatically without delay. Pre-signal systems shall be prohibited.

(F) All facilities shall have the fire alarm system tested, inspected, and approved annually by a fire alarm company. A copy of the test report and approval of the system shall be kept on file at the facility for review by the state fire marshal.

(G) Facilities using equipment or appliances, such as a gas stove or gas water heater, that pose a potential carbon monoxide risk, including facilities with attached garages, shall install a carbon monoxide detector(s). The detector(s) shall be installed according to the manufacturer's instructions. The state fire marshal inspector may require additional carbon monoxide detectors if the state fire marshal inspector determines that the safety of the occupants is endangered.

1. Carbon monoxide detectors shall be in good operating condition. If a battery-operated detector is not operational, the facility shall install a detector that is powered by the home's electrical system with a battery backup.

2. If an elevated carbon monoxide level is detected during a fire inspection, the facility shall have all gas-fired appliances checked by a heating and air conditioning company to identify the source of the carbon monoxide. Until the facility has documentation on file at the home verifying that all gas-fired appliances were checked by a heating and air con-

ditioning company and are in safe working order, and the facility is determined safe by the state fire marshal, the fire inspection shall not be approved.

3. If a level of carbon monoxide is determined that endangers the lives of the occupants, the state fire marshal shall take measures necessary to protect the occupants. This may include evacuation of the building or closing the facility. The facility shall obtain and have on file at the facility, documentation verifying that all gas-fired appliances were checked by a heating and air conditioning company and are in safe working order. The facility shall be reinspected by the state fire marshal and determined safe before the occupants can return to the building or the facility can reopen.

(H) At least one (1) portable (five pound (5 lb)) 2A-10B:C fire extinguisher shall be required in all facilities. One (1) fire extinguisher shall be located in the kitchen. Additional fire extinguishers shall be placed throughout the facility and the travel distance shall be no greater than seventy-five feet (75') between fire extinguishers. Additional fire extinguishers may be required by the state fire marshal inspector depending on the floor plan arrangement of space and the number of levels used.

(I) Fire extinguishers shall be installed and maintained according to the instructions of the state fire marshal inspector and shall be inspected and approved annually by a fire extinguisher company. Documentation of the inspection and approval shall be on file at the facility and available for review by the state fire marshal inspector.

(J) Facilities using a commercial stove, deep fryer, or two (2) home type ranges placed side by side, or a home type range that produces a grease laden vapor shall be equipped with a range hood and extinguishing system with an automatic cutoff of the fuel supply and exhaust system in case of fire. The state fire marshal inspector shall inspect these systems to insure they are in good working condition and installed/maintained correctly. The state fire marshal inspector shall base this inspection on National Fire Protection Association, Chapter 96, Standard for Fire Protection of Commercial Cooking Operations. Exception: 1) Home type ranges separated by an eighteen inch (18") cabinet shall not be required to have an extinguishing system installed above them. 2) Facilities that cook on a home type range, and have a menu that does not include frying, or emitting a grease laden vapor, and has approval letter from the Department of Mental Health, does not need to install a fire extinguishing system above the range.



(K) The range hood fire extinguishment system shall be connected to the control panel of the fire alarm system. The activation of the range hood fire extinguishment system shall cause the fire alarm system to activate throughout the building.

(7) Heating, Ventilating, Air Conditioning, and Mechanical Equipment.

(A) Unvented fuel-fired room heaters, portable electric space heaters and floor furnaces shall not be permitted for use.

(B) No facility shall be allowed to heat the home with a wood burning stove, fireplace, or wood burning furnace located inside of the structure as a primary source of heat.

(C) All gas and electric heating equipment shall be equipped with thermostatic controls. All hot water heaters shall have a properly sized pressure relief valve and be properly vented by galvanized flue pipe and screws at every joint in the pipe or by material recommended by the manufacturer if they are gas fired. The drip leg pipe on the pressure relief valve shall extend to approximately six inches (6") above the floor and shall be copper or chlorinated polyvinyl chloride (CPVC) and cannot be reduced in size.

(D) Facilities with a water heater over two hundred thousand British thermal units (200,000 Btus) per hour input or larger, or that is heating with a boiler, shall have a valid permit from the Division of Fire Safety posted on the premises. A copy of the permit shall be kept on file at the Division of Fire Safety.

(E) All furnace rooms shall be properly vented. Furnace flue pipes shall be constructed of galvanized pipe or material recommended by the manufacturer. All galvanized pipe shall be secured by screws at every joint in the pipe.

(F) All joints in the gas supply pipe shall be located outside of the furnace cabinet housing.

(G) A gas shutoff valve shall be located next to all gas appliances, furnaces, hot water heaters.

(H) All furnaces shall be equipped with an electrical fused switch to protect the unit from electrical overloading and to disconnect the electrical supply.

(I) If a furnace or hot water heater is located inside a garage, they shall be at least eighteen inches (18") above the finished floor and enclosed inside a fire resistant room as described in subsection (4)(C) of this rule.

(J) All furnace rooms and rooms containing the hot water heater shall have adequate combustion air for the units. The vent size opening for the combustion air shall be measured at one (1) square inch per one thousand

(1,000) Btus input if the combustion air is drawn from inside the structure and one (1) square inch per four thousand (4,000) Btus input if the air is drawn from outside of the structure. There shall be two (2) combustion air vent openings in each furnace room, one (1) located at the lower level and the other at the upper level.

(K) One (1) combustion air vent opening shall be permitted if the vent opening communicates directly to the outside of the structure. This opening shall be one (1) square inch per three thousand (3,000) Btus input of the total gas appliances located in this room. The gas appliances must have a clearance around them, of one inch (1") from the sides and back, and six inches (6") from the front of the unit.

(L) Air conditioning, heating, ventilating ductwork, and related equipment shall be installed in a safe manner and be in good operating condition as determined by the state fire marshal.

(M) Any furnace or air handling equipment that has air flow of two thousand (2,000) cubic feet per minute or more, shall have a fan shutdown switch that is interconnected with the fire alarm system.

(N) All elevators shall be inspected annually by a state licensed elevator inspector and shall obtain an annual state operating permit form from the Division of Fire Safety and post it as required.

(O) If any combustibles are stored in a furnace room, they must be enclosed in a metal container.

(8) Electrical Services.

(A) Electrical wiring shall be installed and maintained in good working order. If the state fire marshal considers the wiring to be unsafe for the occupants or if it is installed improperly, an inspection by a licensed electrician may be required prior to fire safety approval. The inspection by the licensed electrician shall be based on National Fire Protection Association, Chapter 70, *National Electrical Code*.

(B) No electrical extension cords will be allowed, unless approved in writing by the state fire marshal. Extension cords shall not be permanently affixed to the structure or replace permanent wiring. Exception: The use of Underwriters Laboratories, Inc. (UL) approved fused power surge strips is acceptable.

(9) Equivalency Concepts. Nothing in this rule is intended to prevent the use of systems, methods, or devices of equivalent or superior quality, strength, fire resistance, effectiveness, durability, and safety as alternatives

required by this rule. These alternatives may be used only if technical documentation to demonstrate equivalency and the system, method, or device is submitted and approved by the Missouri Division of Fire Safety.

AUTHORITY: section 630.655, RSMo 2000. Original rule filed Sept. 5, 2003, effective April 30, 2004.*

**Original authority: 630.655, RSMo 1980.*

9 CSR 45-5.150 Fire Safety for Residential Habilitation for 17 or More People

PURPOSE: This rule establishes fire safety requirements for residential habilitation homes serving seventeen (17) or more people funded through the Medicaid home and community-based waiver. The department delegates its authority for fire safety inspections under this rule to the Department of Public Safety, Division of Fire Safety.

(1) General Requirements.

(A) The staff shall conduct at least one (1) fire drill and one (1) disaster drill per month, with a minimum of two (2) drills, one (1) fire and one (1) disaster, conducted annually while the residents are sleeping. The staff shall maintain a written record at the facility of the date, type of drill, time required to evacuate the building, whether the evacuation was completed, notation of any problems evacuating, and number of occupants present during the drill.

(B) Unscheduled drills shall be held at the state fire marshal inspector's discretion.

(C) During severe weather, fire drills may be postponed.

(D) Each fire drill shall evacuate all persons from the building, or evacuate to an area of refuge and defend in place. Each fire drill shall be conducted as follows:

1. Drills shall simulate an actual fire condition;

2. Occupants and staff members shall not obtain clothing or personal effects after the alarm has sounded;

3. The occupants and staff members shall proceed to a predetermined point outside the building that is sufficiently remote to avoid fire danger, or to a predetermined point inside of the building; and

4. Occupants and staff members shall remain in place until a recall is issued or until they are dismissed.

5. Exception. If there is potential harm to residents during drills because a resident is medically fragile, the provider may arrange the drill to not involve the medically fragile. However, all residents who are medically fragile must participate in a drill at least once



per year. This must be documented in the home.

(E) No window in a facility shall have bars or any other item placed over them in a stationary manner that would impede a rescue or evacuation.

(F) All flammable/combustible liquids, matches, toxic cleaning supplies, poisonous materials, or other hazardous items shall be stored so as to be inaccessible to the occupants if the occupants cannot handle the materials safely. No firearms and/or ammunition are allowed on the premises.

(G) Clothes dryers shall be vented and maintained properly.

(H) The house numbers shall be plainly visible from the street in case of emergency.

(I) Good housekeeping practices ensuring fire safety will be maintained daily.

(J) Stairways, walks, ramps, and porches shall be kept free of ice and snow.

(K) No fresh-cut Christmas trees shall be used unless they are treated with a flame resistant material. Documentation of the treatment shall be on file at the facility and available for review by the fire inspector.

(L) Candles and other devices that have an open flame shall not be used indoors. However, short-term supervised use of candles for special occasions or dinners is permitted.

(M) The facility shall notify the nearest fire department that the facility is in operation and have required signed documentation (fire department notification form) on file at the facility.

(N) Facilities served by a volunteer or membership fire department shall be a member in good standing with the fire department. A copy of the membership or receipt for membership shall be on file at the facility and available for review.

(O) The facility shall as soon as practical report any fire in the facility to the state fire marshal's office and the Department of Mental Health.

(P) The Division of Fire Safety may make additional requirements that provide adequate life safety protection if it is determined that the safety of the occupants is endangered. Every building or structure shall be constructed, arranged, equipped, maintained, and operated to avoid danger to the lives and safety of its occupants from fire, smoke, fumes, or resulting panic during the period of time necessary for escape from the building.

(Q) Prior to new construction, remodeling existing structures, and any structural alterations to existing facilities, the provider shall submit two (2) copies of plans and specifications prepared to scale for review and approval. One (1) copy shall be submitted to

the Department of Mental Health's Licensure and Certification Unit; the second copy to the state fire marshal. The plans shall include a narrative indicating the utilization of each area of the facility. The architect or contractor shall certify in writing that the plans are in compliance with these certification rules. The provider shall not begin construction until the plans have been reviewed by the state fire marshal inspector. All plans for new construction, remodeling or additions shall comply with the Americans with Disabilities Act, Accessibility Guidelines.

(R) During the construction or remodeling process, the provider shall request a framing and wiring inspection and an inspection for the rough-in wiring for the fire alarm system by the Division of Fire Safety before the walls are enclosed. Failure to have these inspections conducted will result in an unapproved fire inspection from the Division of Fire Safety.

(S) The ceiling height in all facilities shall be a minimum of seven feet six inches (7'6"). An allowance will be made by the state fire marshal for some areas that are below seven feet six inches (7'6") for the installation of ductwork and plumbing. No more than forty percent (40%) of the ceiling in each room shall be below minimal height.

(T) Facilities shall comply with all local building codes, fire codes and ordinances.

(U) The latest edition of the National Fire Protection Association, Chapter 101, *Life Safety Code* shall prevail in the interpretation of these rules.

(V) Each certified residential facility shall be inspected at least once annually by a state fire marshal inspector. The department will initiate the fire safety inspection. If a facility is found out of compliance with the fire safety rules, the department will apply procedures for achieving compliance as promulgated under 9 CSR 45-5.060.

(2) Means of Egress Requirements.

(A) Each floor occupied in the home shall have not less than two (2) remotely located means of egress. Required means of egress shall not be a window. Each exit door shall not be less than thirty-six inches (36") wide.

(B) Wheelchair, walkers and other support equipment shall not be stored in corridors.

(C) No door in the path of travel to the means of egress shall be less than thirty-six inches (36") wide.

(D) No primary means of escape shall lead through a bathroom, storage room, furnace room, kitchen, garage, or any other room deemed hazardous by the state fire marshal inspector.

(E) All exit doors shall swing in the direction of egress travel and shall have door closures attached.

(F) Emergency lighting that has a battery backup shall be installed to light the path of egress. The location and number of emergency lights shall be determined by the state fire marshal inspector.

(G) Lighted exit signs with a battery backup shall be installed above exit door and as needed throughout the facility to direct the occupants to the exits.

(H) No dead bolt locks that require a key to unlock the lock from the inside shall be allowed.

(I) Overhead garage doors are not recognized as exit doorways.

(J) Mirrors shall not be placed on exit doors or adjacent to any exit in such a manner to confuse the direction of the exit. All exit doors shall be readily recognizable.

(K) All hallways shall have a clear width of at least thirty-six inches (36") wide and shall be kept free of all articles that might impede the occupants' evacuation from the home.

(L) Dead-end corridors/hallways shall not exceed twenty feet (20').

(M) Each wing or corridor of the facility shall be separated into fire compartment areas by fire doors and walls, having not less than a one (1)-hour rating. All fire doors shall be equipped with a door closure and may be held open at all times with an electrical magnetic switch that is interconnected to the fire alarm system.

(N) Facilities initially certified and areas initially approved on or after the effective date of this rule, shall meet the following requirements. All facilities that have a set of stairs, or use stairs as a fire escape shall be constructed as follows:

1. All stairs shall be at least thirty-six inches (36") wide. Fire escapes shall be constructed of noncombustible materials. Existing fire escapes shall be of sturdy construction and, at the discretion of the fire marshal, may be required to be load tested.

2. The maximum rise shall be eight inches (8").

3. The minimum tread shall be nine inches (9").

4. The maximum height between landings shall be twelve feet (12').

5. The minimum landing size shall be forty-four inches (44").

6. Handrails shall be placed on both sides and shall be of sturdy construction and positioned thirty-four to thirty-eight inches (34"-38") above the tread.

7. The outside diameter of the handrails shall be at least one and one-fourth inches



(1 1/4") and no greater than two inches (2") in size.

8. Handrails shall provide a clearance of at least one and one-half inches (1 1/2") between the handrail and the wall or upright to which it is attached.

9. Spiral staircase or winder is not permitted.

(O) Every ramp used in the component of the means of egress shall be a minimum of forty-four inches (44") wide, and have landings at the top and bottom being the same width as the ramp. Ramp height shall comply with the following:

1. Ramps less than three inches (3") in height shall have a slope of one inch (1") per eight inches (8") of run.

2. Ramps with a height of three to six inches (3"-6") shall have a slope of one inch (1") per ten inches (10") of run.

3. Ramps with a height greater than six inches (6") shall have a slope of one inch (1") per twelve inches (12") of run.

(P) All ramps shall have a slip-resistant surface and shall be designed so that water or snow shall not accumulate on their surface.

(Q) All ramps over ten inches (10") in height shall have guardrails and handrails on both sides.

(3) Travel Distance to Exits.

(A) The travel distance between any room door intended as an exit access or an exit shall not exceed one hundred feet (100').

(B) The travel distance between any point in a room and an exit shall not exceed one hundred fifty feet (150').

(C) At the discretion of the state fire marshal inspector and in consideration of the presence of an automated sprinkler system, the distances in subsections (A) and (B) of this section may be extended by fifty feet (50').

(4) Protection.

(A) Vertical openings shall be protected so that no primary means of escape is exposed to an unprotected vertical opening. The vertical opening shall be considered protected if the opening is cut off and enclosed in a manner that provides a fire-resisting capability of not less than twenty (20) minutes and resists the passage of smoke. Any doors or openings shall have fire- and smoke-resisting capability equivalent to that of the enclosure and shall be self-closing or automatic closing.

(B) Interior stairways shall be closed with one (1)-hour fire barriers, with all openings equipped with smoke-actuated automatic-closing or self-closing doors having a fire resistance comparable to that required for the enclosure.

(C) All furnace rooms, rooms containing water heaters, boiler rooms, storage rooms, laundry rooms and all other rooms or areas deemed hazardous by the state fire marshal inspector shall be separated from the remainder of the building by construction having not less than a one (1)-hour fire resistance rating. All doors to these rooms shall have a self-closing device attached and shall have a minimum one (1)-hour fire rating.

(D) All doors to sleeping rooms shall have a fire resistance rating of twenty (20) minutes.

(E) All buildings shall be protected throughout by an approved, automatic sprinkler system installed in accordance with the National Fire Protection Association, Standards for Installation of Sprinkler Systems. Quick response or residential sprinkler heads shall be installed throughout the structure.

(F) The sprinkler system shall initiate the fire alarm system upon activation of water flow.

(G) Tamper switches shall be installed on the sprinkler system valves and shall transmit a supervisory signal to the fire alarm control panel.

(H) All facilities shall have the sprinkler system tested, inspected, and approved annually by a fire sprinkler company. A copy of the test report and approval of the system shall be kept on file at the facility for review by the state fire marshal inspector.

(5) Interior Finish.

(A) Interior wall and ceiling finishes throughout shall be a minimum Class B finish, as specified in the definition section of these fire safety rules. Textile material having a napped, tufted, looped, woven, non-woven, or similar surface shall not be applied to walls or ceilings. Foam plastic materials or other highly flammable or toxic materials shall not be used as an interior wall, ceiling, or floor finish.

(B) All wall studs, ceiling joists, and floor joists shall be covered with a minimum of Class B finish, and no exposed studs or joists shall be allowed.

(C) Hangings or draperies shall not be placed over exit doors or be located to conceal or obscure any exit. All other hangings and draperies shall be treated with a flame retardant material with verification to this effect on file for the fire inspector to review. Exception shall be made for small window valances. These exceptions shall be noted on the fire inspection survey.

(6) Detection, Alarms, Extinguishment.

(A) All facilities shall have a full coverage electrical fire alarm system. Pull stations shall be mounted at each exit door and at least one (1) horn/strobe shall be installed in a central location on each floor. Smoke detectors shall be installed in all sleeping rooms, throughout all corridors, in all living spaces, storage rooms and offices. Additional smoke detectors may be required by the state fire marshal as deemed necessary. Heat detectors shall be installed in all mechanical rooms, kitchens and throughout the attic. The battery backup control panel shall be Underwriters Laboratories, Inc. (UL) or Factory Mutual (F.M.) listed and installed on a dedicated circuit in the breaker box. The fire alarm system shall be installed and maintained in good working order and should be Underwriters Laboratories, Inc. (UL) or Factory Mutual (F.M.) listed. The fire system shall be installed and maintained per the National Fire Alarm Code (NFPA 72) and the *National Electrical Code*.

(B) All smoke detectors that are ten (10) years old or older shall be replaced with new smoke detectors of the same style. The new smoke detectors shall have the installation date written on the side of the detector for the state fire marshal to reference.

(C) All smoke detectors that are connected to a fire alarm system shall be replaced after ten (10) years of service, or recalibrated by the smoke detector's manufacturer. If the smoke detectors are recalibrated, temporary smoke detectors shall be installed so that the fire alarm system continues working properly and providing protection to the occupants while the original smoke detectors are being serviced.

(D) Any facility that has hearing-impaired occupants shall make adequate provisions so that the activation of any fire alarm system shall notify the occupants of the home. The state fire marshal inspector may require additional requirements for the hearing-impaired occupants to insure adequate notification.

(E) Occupant notification shall be provided automatically without delay. Pre-signal systems shall be prohibited.

(F) All facilities shall have the fire alarm system tested, inspected, and approved annually by a fire alarm company. A copy of the test report and approval of the system shall be kept on file at the facility for review by the state fire marshal inspector.

(G) Facilities using equipment or appliances, such as a gas stove or gas water heater, that pose a potential carbon monoxide risk, including facilities with attached garages, shall install a carbon monoxide detector(s). The detector(s) shall be installed according to the manufacturer's instructions. The state



fire marshal inspector may require additional carbon monoxide detectors if the state fire marshal inspector determines that the safety of the occupants is endangered.

1. Carbon monoxide detectors shall be in good operating condition. If a battery-operated detector is not operational, the facility shall install a detector that is powered by the home's electrical system with a battery backup.

2. If an elevated carbon monoxide level is detected during a fire inspection, the facility shall have all gas-fired appliances checked by a heating and air conditioning company to identify the source of the carbon monoxide. Until the facility has documentation on file at the home verifying that all gas-fired appliances were checked by a heating and air conditioning company and are in safe working order, and the facility is determined safe by the state fire marshal inspector, the fire inspection shall not be approved.

3. If a level of carbon monoxide is determined that endangers the lives of the occupants, the state fire marshal inspector shall take measures necessary to protect the occupants. This may include evacuation of the building or closing the facility. The facility shall obtain and have on file at the facility, documentation verifying that all gas-fired appliances were checked by a heating and air conditioning company and are in safe working order. The facility shall be reinspected by the fire inspector and determined safe before the occupants can return to the building or the facility can reopen.

(H) At least one (1) portable (five pound (5 lb)) 2A-10B:C fire extinguisher shall be required in all facilities. One (1) fire extinguisher shall be located in the kitchen. Additional fire extinguishers shall be placed throughout the facility and the travel distance shall be no greater than seventy-five feet (75') between fire extinguishers. Additional fire extinguishers may be required by the state fire marshal inspector depending on the floor plan arrangement of space and the number of levels used.

(I) Fire extinguishers shall be installed and maintained according to the instructions of the state fire marshal inspector and shall be inspected and approved annually by a fire extinguisher company. Documentation of the inspection and approval shall be on file at the facility and available for review by the state fire marshal inspector.

(J) Facilities using a commercial stove, deep fryer, or two (2) home type ranges placed side by side, or a home type range that produces a grease laden vapor shall be equipped with a range hood and extinguishing system with an automatic cutoff of the fuel

supply and exhaust system in case of fire. The state fire marshal inspector shall inspect these systems to insure they are in good working condition and installed/maintained correctly. The state fire marshal inspector shall base this inspection on National Fire Protection Association, Chapter 96, Standard for Fire Protection of Commercial Cooking Operations.

(K) The range hood fire extinguishment system shall be connected to the control panel of the fire alarm system. The activation of the range hood fire extinguishment system shall cause the fire alarm system to activate throughout the building.

(7) Heating, Ventilating, Air Conditioning, and Mechanical Equipment.

(A) Unvented fuel-fired room heaters, portable electric space heaters and floor furnaces shall not be permitted for use.

(B) No facility shall be allowed to heat the home with a wood burning stove, fireplace, or wood burning furnace located inside of the structure as a primary source of heat.

(C) All gas and electric heating equipment shall be equipped with thermostatic controls. All hot water heaters shall have a properly sized pressure relief valve and be properly vented by galvanized flue pipe and screws at every joint in the pipe or by material recommended by the manufacturer if they are gas fired. The drip leg pipe on the pressure relief valve shall extend to approximately six inches (6") above the floor and shall be copper or chlorinated polyvinyl chloride (CPVC) and cannot be reduced in size.

(D) Facilities with a water heater over two hundred thousand British thermal units (200,000 Btus) per hour input or larger, or that is heating with a boiler, shall have a valid permit from the Division of Fire Safety posted on the premises. A copy of the permit shall be kept on file at the Division of Fire Safety.

(E) All furnace rooms shall be properly vented. Furnace flue pipes shall be constructed of galvanized pipe or material recommended by the manufacturer. All galvanized pipe shall be secured by screws at every joint in the pipe.

(F) All joints in the gas supply pipe shall be located outside of the furnace cabinet housing.

(G) A gas shutoff valve shall be located next to all gas appliances, furnaces, hot water heaters.

(H) All furnaces shall be equipped with an electrical fused switch to protect the unit from electrical overloading and to disconnect the electrical supply.

(I) If a furnace or hot water heater is located inside a garage, they shall be at least eighteen inches (18") above the finished floor and enclosed inside a fire resistant room as described in subsection (4)(C) of this rule.

(J) All furnace rooms and rooms containing the gas hot water heater shall have adequate combustion air for the units. The vent size opening for the combustion air shall be measured at one (1) square inch per one thousand (1,000) Btus input if the combustion air is drawn from inside the structure and one (1) square inch per four thousand (4,000) Btus input if the air is drawn from outside of the structure. There shall be two (2) combustion air vent openings in each furnace room, one (1) located at the lower level and the other at the upper level.

(K) One (1) combustion air vent opening shall be permitted if the vent opening communicates directly to the outside of the structure. This opening shall be one (1) square inch per three thousand (3,000) Btus input of the total gas appliances located in this room. The gas appliances must have a clearance around them, of one inch (1") from the sides and back, and six inches (6") from the front of the unit.

(L) Air conditioning, heating, ventilating ductwork, and related equipment shall be installed in a safe manner and be in good operating condition as determined by the state fire marshal inspector.

(M) Any furnace or air handling equipment that has airflow of two thousand (2,000) cubic feet per minute or more, shall have a fan shutdown switch that is interconnected with the fire alarm system.

(N) All elevators shall be inspected annually by a state licensed elevator inspector and shall obtain an annual state operating permit form from the Division of Fire Safety and post it as required.

(O) If any combustibles are stored in a furnace room, they must be enclosed in a metal container.

(8) Electrical Services.

(A) Electrical wiring shall be installed and maintained in good working order. If the state fire marshal considers the wiring to be unsafe for the occupants or if it is installed improperly, an inspection by a licensed electrician may be required prior to fire safety approval. The inspection by the licensed electrician shall be based on National Fire Protection Association, Chapter 70, *National Electrical Code*.

(B) No electrical extension cords will be allowed, unless approved in writing by the state fire marshal. Extension cords shall not be permanently affixed to the structure or



replace permanent wiring. Exception: The use of UL approved fused power surge strips is acceptable.

(9) Equivalency Concepts. Nothing in this rule is intended to prevent the use of systems, methods, or devices of equivalent or superior quality, strength, fire resistance, effectiveness, durability, and safety as alternatives required by this rule. These alternatives may be used only if technical documentation to demonstrate equivalency and the system, method, or device is submitted and approved by the Missouri Division of Fire Safety.

AUTHORITY: section 630.655, RSMo 2000.
Original rule filed Sept. 5, 2003, effective
April 30, 2004.*

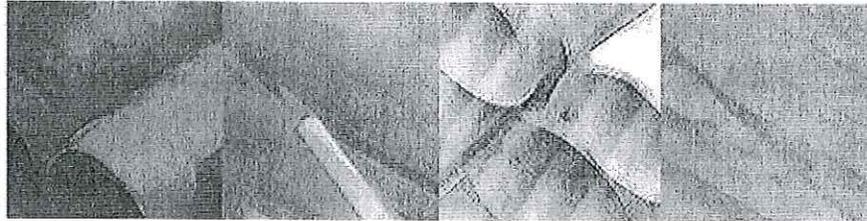
**Original authority: 630.655, RSMo 1980.*

RFP No. 09702687

ATTACHMENT Q

April 2014

Edition 6.2



Design Guide for the Built Environment of Behavioral Health Facilities

*Now with
Patient Safety Risk Assessment (PSRA) tool*

by James M. Hunt, AIA, NCARB
and David M. Sine, DrBE, CSP, ARM, CPHRM

**Distributed by the
National Association of Psychiatric Health Systems**
www.naphs.org

“The hospital plans activities to minimize risks in the environment of care.”

“Risks are inherent in the environment because of the types of care provided and the equipment and materials that are necessary to provide that care. The best way to manage these risks is through a systematic approach that involves the proactive evaluation of the harm that could occur. By identifying one or more individuals to coordinate and manage risk assessment and reduction activities – and to intervene when conditions immediately threaten life and health – organizations can be more confident that they have minimized the potential for harm.”

“The hospital manages safety and security risks.”

“Safety and security risks are present in most health care environments. These risks affect all individuals in the organization – patients, visitors, and those who work in the hospital. It is important to identify these risks in advance so that the hospital can prevent or effectively respond to incidents.”

**-- The Joint Commission
“Standards and Rationale”
2012 Hospital Accreditation Standards**

“Listen to the patients, they’ll tell you what you need to know.”

**-- J.J., Safety Officer,
Greystone Park State Psychiatric Hospital, New Jersey**

TABLE OF CONTENTS

	<i>Page</i>
Introduction	6
A Word from the Authors	7
Acknowledgements	8
A Word from NAPHS: The Value of Focusing on the Behavioral Health Environment	9
General Comments	
1. Space Planning Considerations	10
2. Safety	13
3. Outdoor Areas.....	13
Construction and Materials Considerations	
Level 1. Staff and Service Areas.....	16
Level 2. Corridors, Counseling, and Interview Rooms.....	16
Level 3. Lounges and Activity Rooms.....	27
Level 4a. Patient Rooms	29
Level 4b. Patient Toilets	38
Level 5a. Admissions	46
Level 5b. Seclusion Rooms	48
Summary	51
Appendix	52
About the Authors	104
About NAPHS	105
Definitions / Resources	105
List of Manufacturers	106



Design Guide for the Built Environment of Behavioral Health Facilities: Edition 6.2

April 2014

In an effort to keep up with the rapidly increasing number of new products that are becoming available for use in behavioral healthcare facilities, this document will be updated more frequently. The date of the latest posting will be provided in the upper left corner of the cover page and at the bottom of each page.

Readers are urged to check www.naphs.org whenever referring to this document to assure that the latest information is being accessed.

EDITION 6.2

All revisions and/or additions made since edition 6.0 are shown in blue, including the borders of images.

The electronic version of this edition is searchable (CTL+F) on computers to make it easier to find exactly what you are seeking.

INTRODUCTION

This document is intended to address the built environment of the general adult inpatient behavioral healthcare unit. Additional considerations that are **not** addressed here are required for child and adolescent patients, patients with medical care needs, geriatric patients, and some patients with diagnoses such as substance abuse and eating disorders.

This document is not a replacement for regulatory requirements, but rather augments them to detail practical means of protecting patients and staff. It is intended to represent best current practices, in the opinion of the authors. It is not intended to represent minimum acceptable conditions and should not be interpreted as establishing a legal “Standard of Care” which facilities are in any way required to follow.

NOTE:

Product information included in this document is intended for illustration of one or more specific items that are deemed appropriate for use in this type of facility. Comparable products by other manufacturers meeting the same design criteria may be substituted after careful comparison.

A WORD FROM THE AUTHORS

The *Design Guide* continues to be based upon our experiences in the field as operators, designers, consultants, and surveyors: what we have seen that is working and what we have seen that has not worked. Since first electronically published by NAPHS in 2003, we have received and welcomed countless suggestions, recommendations, and comments from users of the *Guide* which continue to inform and lead us to new discoveries. We are grateful and humbled by how well our suggestions have been received and inspired others to think of new solutions to the inherent challenges of the behavior health built environment.

We hope that this edition of the NAPHS *Design Guide for the Built Environment of Behavior Health Facilities* will meet the expectations of and prove useful to the designers, operators, and clinicians who are entrusted with both the care of behavioral health patients and with the environment of care in which those people are cared for and treated.

As always, we introduce this edition by repeating how we introduced the 2003 edition; with a reminder that *"...while a safe environment is critical, no environment of care can be totally safe and free of risk. No built environment – no matter how well designed and constructed – can be relied upon as an absolute preventative measure. Staff awareness of their environment, the latent risks of that environment, and the behavioral characteristics and needs of the patients served in that environment are absolute necessities. We also know that different organizations and different patient populations will require greater or lesser tolerance for risk; an environment for one patient population will not be appropriate for another. Each organization should continually visit and revisit their tolerance for risk and changes in the dynamics of the patient population served."*

As before, we have highlighted products that we have found to be both safe and able to withstand the rigors of use in the behavioral healthcare environment. However, inclusion or exclusion of a product does not indicate endorsement or disapproval (nor that any product we identify is free of risk). There may be equivalent products available: all facilities should continually look to the marketplace to find products that are safer and more cost-effective.

James M. Hunt, AIA, NCARB
President
Behavioral Health Facility Consulting, LLC.
2342 SE Alamar Road
Topeka, KS 66605
jim@bhfcllc.com
www.bhfcllc.com



David M. Sine, DrBE, CSP, ARM, CPHRM
President
SafetyLogic Systems
Austin, TX

info@safetylogicsystems.com
www.safetylogicsystems.com
SafetyLogic Systems

SHARE YOUR BRIGHT IDEAS



A continuing feature in this updated edition is the inclusion of **Bright Ideas** that are indicated by the graphic shown at the left. These are applications that we have thought of, or that have been suggested by readers, that do not require the use of any specific product, but utilize readily available items in creative ways to improve the safety of these units. Most of these **Bright Ideas** can be implemented by maintenance staff at nominal cost. We thank those who have contributed these ideas and information on new products. We encourage this kind of input and invite feedback from you, the readers. With your help, this can become a compilation of the best thinking of the industry. We promise to include more of your **Bright Ideas** in the future.

ACKNOWLEDGEMENTS

We want to express our appreciation to the following professionals who have shared their insight and experience with us and helped make this edition more helpful to other readers:

Larry Denoyer – The Menninger Clinic
Steve Lindquist – Avera McKennan Behavioral Health Services
Tom Hess – Sheppard Pratt Health System
Byron Kitagawa – Sharp Healthcare Corp.
Steve Sullivan - Britton Construction
Tim Rappold - The Good Shepherd Center
Tom Ferrel - Systems West Engineers
Steven Shilts, RN - La Jolla Veterans' Medical Center
Tom Loats, St. Joseph Hospital
Carter Wright, CWC Corporation

A WORD FROM NAPHS

THE VALUE OF FOCUSING ON THE BEHAVIORAL HEALTH ENVIRONMENT

The National Association of Psychiatric Health Systems (NAPHS) is proud to partner with authors Jim Hunt and David Sine to bring you this unique, valuable, and newly revised resource. The earlier editions of this publication were extremely well received by the behavioral healthcare field, and we appreciate the authors' efforts to incorporate new products and thinking into this edition.

Whether you are involved in designing a new building, renovating space, or maintaining an existing behavioral healthcare program, this document is designed to help you think through the many aspects of the environment that can have a significant impact on patient safety.

In behavioral health care, this is particularly important as many patients are admitted because they are at risk of harming themselves or others. In every aspect of building design and maintenance, it is essential to make determinations about the built environment based on the potential risk to the specific patient populations you serve. This requires a continuous process of review and evaluation. The *Design Guide* is unique in that it gives you a concrete starting point for your internal discussions.

There are no hard and fast answers, and there may on occasion be conflicting state or federal requirements that you will need to discuss with your own attorneys. Some questions to consider:

- Could a patient be hurt by this aspect of the environment? Could they use it to harm someone else?
- Can staff easily navigate the environment to get to patients in need of assistance?
- Is it possible to maintain patient privacy in this environment?
- Is the environment a respectful, therapeutic one that will contribute to recovery?

NAPHS does not endorse or recommend any specific product, nor does exclusion of a product indicate disapproval. However, we believe that it is important to share ideas that can help you in the process of continuously enhancing patient safety and improving patient care.

Mark Covall
President/CEO

Kathleen McCann, R.N., Ph.D.
Director of Quality and Regulatory Affairs

National Association of Psychiatric Health Systems
900 17th Street, NW, Suite 420
Washington, DC 20006-2507
Phone: 202/393-6700
Email: naphs@naphs.org
Web: www.naphs.org

GENERAL COMMENTS

1. Space Planning Considerations:

- A. **Behavioral health units and facilities should be designed to appear comfortable, attractive, and as residential in character as possible.** The focus on patient and staff safety has often pushed the aesthetics of these units toward the appearance of a prison environment. The Planetree organization actively advocates for patient centered design and has made a significant positive impact on the general hospital therapeutic environment. However, many “healing environment” features that are desirable for a medical surgical environment do not adapt well to behavioral health units and hospitals. Planetree designated its first Patient-Centered behavioral health hospital in 2011.

The final design must avoid an “institutional look” while meeting the array of applicable codes and regulations as well as the therapeutic and safety needs for patients and staff. The challenge, therefore, is to strike a balance between the safest possible healing environment and a non-institutional appearance that is correct for the unique conditions that exist in each and every facility.

- B. **Nurse stations should provide the least possible barrier between staff and patients.** This goal is sometimes felt to be in conflict with staff safety concerns. Some facilities have been successful in finding ways to prevent patients from jumping over the counter without providing solid barriers that restrict conversations and the exchange of objects. HIPAA (*Health Insurance Portability and Accountability Act of 1996*) privacy regulations make an “open” design increasingly challenging. Patient records, electronic or otherwise, must be protected from view of other patients, visitors and unauthorized staff. Care must also be taken to shield computer monitors from unauthorized viewing. Areas must be provided in which clinical staff may discuss patients without being overheard by other patients or visitors. Provision should be made to accommodate storage of charts and patients’ valuables in appropriately secure areas. The advancements in electronic medical records have somewhat reduced the need to provide all of the charting-related activities and spaces in the area behind the nurse station. Since the electronic “chart” can be accessed from many locations, the area around the nurse station can be utilized for more patient-centered activities in many cases.

- C. **Gathering areas for patients near the nurse station are encouraged because patients often congregate near there to socialize.** It is far better to plan for this in the original design and to accommodate this behavior. This area should encourage comfortable seating and places for conversation, card or board games and other quiet activities that will not be distractions for staff working in the nursing station. Television sets, CD players, etc. should not be included at these locations. Many facilities are now experiencing issues, especially with younger patient populations, regarding use of electronic devices (e.g., iPods, MP-3 players, and similar devices).

Many patients like these electronics and say they help keep them calm, but the wires on the earphones can be hazardous. This is just one of many decisions that facilities will need to weigh to determine the level of risk they are willing to accept for the perceived benefit. It should always be remembered that a patient who is assessed as safe to have the player may set it down where another patient may pick it up to gain access to the wires.

- D. **Chart rooms and other staff areas should be located so that staff members may have conversations regarding patients and other clinical matters without being overheard by patients or visitors.** Teaching hospitals that have a large number of residents and/or students making rounds will need larger spaces for confidential conversations. The expansion of the use of electronic medical record technology is continuing to change the needs and configurations of these rooms.
- E. **Medication rooms should be sized to accommodate the number of staff that will be necessary at peak times as well as planned for future (if not current) computer systems.** HVAC and electrical systems should have sufficient capacity to accommodate the cooling load of the refrigerator, computer, automated medication systems, and the number of people who may be in the room at peak times. The medication room should also have a hand-washing sink. The room should be sized to accommodate storage of the medication cart when not in use without restricting use of the space by staff. (See *"Guidelines for Design and Construction of Hospital and Health Care Facilities - 2010;"* 2.1-2.6.6.1.) Note: a new edition of this document is scheduled to be released in early 2014.
- F. **When possible, locate service areas (such as trash rooms and clean and soiled utility rooms) so that they are accessible both from the unit and from a service corridor.** This eliminates the need for environmental staff servicing these rooms to enter the treatment areas of the unit and possibly disturb patient activities. All doors to these rooms must be kept locked at all times.
- G. **Traditional nurse call systems for patients to use to get assistance from nursing staff are not required** in behavioral health units. There are significant new developments in duress alarm systems that greatly improve safety for staff when in a threatening situation with patients. These utilize sensors located in all patient-accessible areas and a small device that the staff members wear⁶⁵⁰. . . If the staff feel threatened and want other staff to come, the device can be activated. The alarm annunciates in different ways with the various products, but all provide the exact location of the staff activating the alarm.
- H. When possible, have all **electrical outlets** in each patient room be tamper resistant, hospital grade units on Ground Fault Interrupted Circuits (GFCI) and have the breakers for these circuits located where they are readily available to staff without entering the patient rooms. This is easily accomplished in new construction and very difficult to accomplish in remodeling projects.
- I. **All electrical circuits** having receptacles near sources of water (such as sinks, lavatories, and toilets) must be protected by (GFCI) breakers. Simply replacing one receptacle on a circuit with a GFCI-equipped receptacle provides that protection for the

entire circuit. It should be noted that this can cause complications in that poorly maintained equipment (such as vacuums and floor polishers) may trip these devices.

- J. When possible, locate **water shut-off valves** in corridor walls where they are accessible from the corridor by opening a locked access door. This has been successfully accomplished during remodeling projects of existing units.
- K. When possible, **locate serviceable parts of patient-room HVAC systems** where they can be serviced without entering the patient rooms. In new construction, consideration should be given to radiant heating and cooling systems that greatly reduce the need for mechanical devices in the patient rooms.
- L. **Housekeeping rooms should be large enough to lock away the carts when not in use.** All cleaning materials must be locked inside at all times when the carts are in patient areas or corridors and not attended by staff.
- M. **Smoking areas (if provided) should be outdoors.** These can be in the form of screened-in porches using heavy stainless steel screen fabric⁸¹ similar to that specified in Level 3.H.1. below. Furniture should be securely anchored in place. Provision should be made for staff observation without having to breathe the second-hand smoke. No waste baskets should be allowed in these areas. Indoor smoking is not permitted now in most facilities, and many hospitals have gone to smoke-free campuses.
- N. **At the time of this writing, the applicable standards** [*Guideline for Design and Construction of Hospital and Health Care Facilities*, published by the facility Guidelines Institute, 2010 edition] **require 100 net usable square feet per private patient room and 80 net usable square feet per patient in semi-private rooms (2.3-2.1.1.2(2)).** All requirements of the *Guidelines*, *NFPA 101 Life Safety Code (2012 edition)*, The Joint Commission Standards, as well as state and local regulations and building codes must be incorporated into the planning.

2. Safety:

The level of concern for the safety of patients and staff due to the design of the built environment is not the same in all parts of a behavioral health unit or facility. The level of precautions necessary depends on the staff's knowledge of the patient (i.e. the patient's intentions regarding self-harm) and the amount of supervision the patient will have while using that part of the facility.

Previous editions of this Design Guide have proposed that the level of concern for patient safety in the behavior health built environment could be stratified into five categories (with five being the highest level of concern). The lowest level (Level I) was described as spaces having no patient access or under constant supervision such as staff and service areas and correlated to an area in which some latitude was available regarding design, construction, and materials used. The highest level (Level IV) was described as an area within the built environment where patients were present with unknown or unassessed risks and in which patients could be cared for that were in a highly agitated condition. The Level V areas present special considerations that need to be addressed individually.

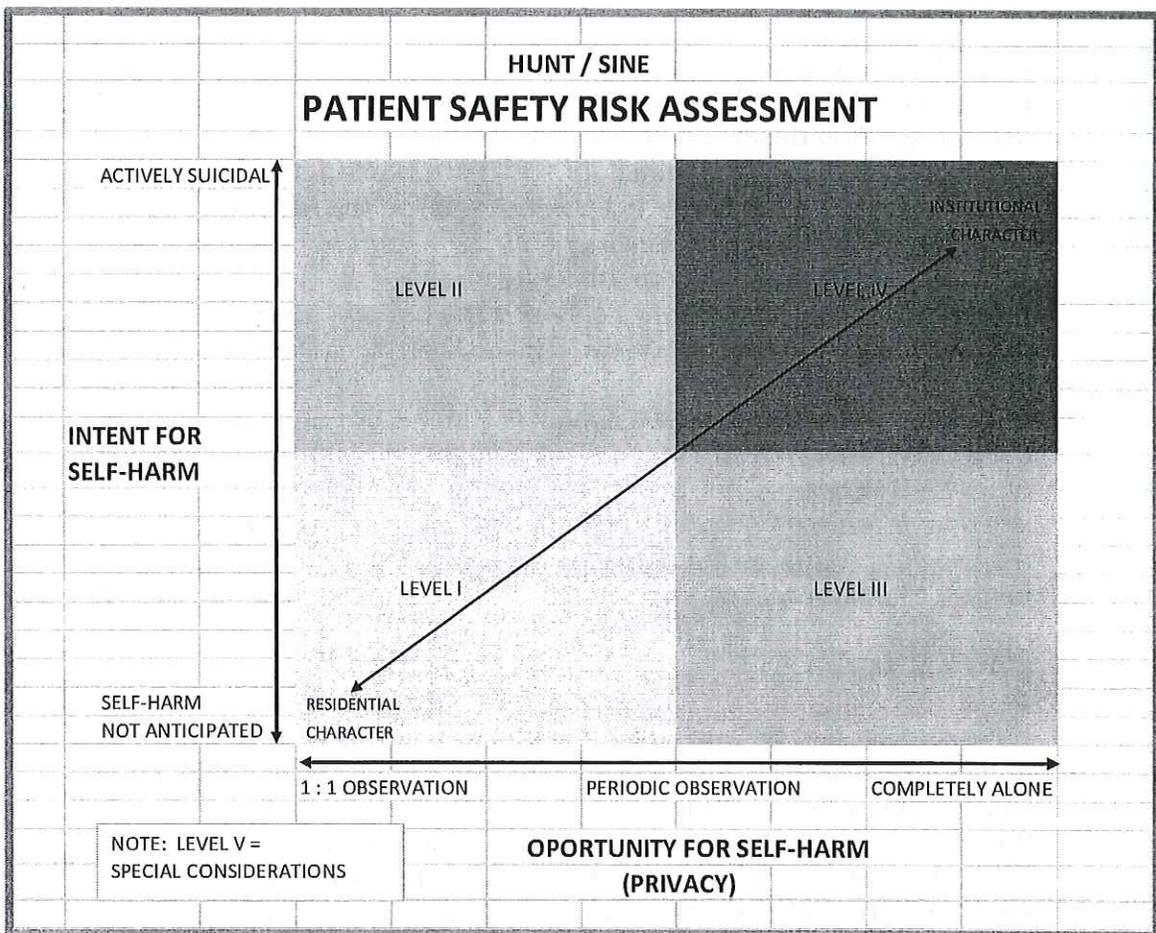
This approach of risk levels based on a functional statement of intended usage has been adopted by many others with varying numbers of levels but all share a similarity of describing the level of risk for a room or space that is similar to spaces with a similar occupant function (i.e. admissions rooms, examination rooms, etc.). However, some rooms or room functions can comfortably fit into more than one category or sit on a blurry boundary between two categories. In addition, the categories do not anticipate every use of every room. Thus, facility clinical staff and facility designer may be making assumptions when a room is described as an "activity room" and a level of concern to drive design choices is made that does not meet the actual needs of the stakeholders in an operating environment. For example, a Day Room may be located so that it is within line of sight of a nurse station that "always has staff present". However, if there is a patient who can't sleep and he or she is in the Day Room watching television at 2 AM and the only staff on duty is making rounds, the patient may actually be "completely alone" for a period of time in a space that may contain hazards.

For this edition of the Design Guide the authors propose that the conversation between clinical staff and designers regarding patient safety could be facilitated by the use of a "patient safety risk assessment" (PSRA, see page 14) that, in a Cartesian matrix, considers the opportunity for a patient to be alone in a particular space (of any name) on one axis and a level of risk of self-harm on the other

axis. The greater the opportunity for a patient to be alone the greater the opportunity for self-harm and the greater the caution that should be taken regarding design choices and materials. The authors acknowledge that patient intent for self-harm is often opaque and difficult to assess but place “actively suicidal” on the far end of this scale and describe the opposite end as “self-harm not anticipated”. Privacy is arranged with close observation (such as “1:1 observation”) on one end of the opportunity scale and the patient “completely alone” on the opposite end of that scale. This risk matrix is partly informed by longitudinal studies done by the Veterans Health Administration of the frequent locations of acts of self-harm by inpatients and supported by Joint Commission data and is further influenced by the seminal works of Richard Prouty on risk maps. Designers and clinicians, rather than seeking agreement on what is meant by a particular room name, may now seek to agree on the actual or anticipated degree of aloneness or privacy a patient will experience in a room or space independently of room name and it is that agreement that will drive design choices for that room or space.

For example, a room such as a patient bathroom in which the patient is anticipated to be alone and have privacy would be far along the privacy axis. If that assessment intersects far along the patient intent for self-harm axis then the space should be designed with the attributes of a Level IV space as described below. In sum, no matter the name of the room, a high level of privacy warrants a high level of concern if it is anticipated that patients who are actively suicidal (or patients with an unknown or unassessed intent for self-harm) are to be treated or housed in that space. Some may also note that spaces with risk assessments located in the upper right (Level IV) of the risk map will have a more “institutional” look than spaces with a risk assessment located in the lower left (Level I) corner of the risk map (which may look more residential than the institutional spaces).

Although the authors believe that the use of such a tool will facilitate the necessary conversation regarding patient safety and design between operators, clinicians, and designers the tool is not an absolute and not intended to predict risk levels in a particular facility (which the authors believe to be dynamic and non-static). The tool is only intended to encourage a dialog and promote a common understanding of for whom a designed space is intended and the risks of an anticipated patient population. Neither should this proposal be interpreted as a suggestion that patient privacy is to be avoided or a risk to be avoided. Quite the contrary, privacy is generally considered a good thing and desirous in the built environment, but privacy has associated with it a risk that should be considered and mitigated through good design when possible.



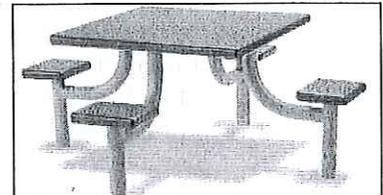
- Level I: Areas where patients are not allowed or under constant supervision such as staff and service areas
- Level II:—Areas where patients are highly supervised and not left alone for periods of time such as corridors, counseling rooms, activity rooms and interview rooms.
- Level III: Areas where patients may spend time with minimal supervision such as lounges and day-rooms.
- Level IV: Areas where patients spend a great deal of time alone with minimal or no supervision such as patient rooms (semi-private and private) and patient toilets
- Level V: Areas that require special consideration where staff interacts with newly admitted patients that present potential unknown risks or where patients may be in a highly agitated condition. Due to the unknowns, these areas fall outside of the risk map and require special considerations for patient safety. Such areas include seclusion rooms, examination rooms and admission rooms.

3. Outdoor Areas:

Outdoor areas (e.g. enclosed courtyards, fenced areas adjacent to the treatment unit, or simply an open campus) are considered to be of great therapeutic benefit. Levels of staff supervision for patients using outdoor areas may vary widely between facilities or even between different groups using the space at any given facility and should be carefully reviewed by the facility and be dependent on the acuity and assessment of the most acute patients using the area.

In all cases, careful consideration should be given to exterior landscaping and furniture in the vicinity of patient-use buildings. Trees should be located away from buildings to prevent access to building roofs. Climbable fences can permit, if not encourage, unauthorized access to windows and roofs or elopement over walls. Shrubbery should be non-toxic and low-growing. Avoid planting shrubbery close together as it can create visual barriers that patients or unauthorized visitors may hide behind. Landscape or decorative rocks that can be thrown and injure staff or other patients should not be used.

All outdoor furniture⁶⁶⁰ should be anchored firmly in place. This is to prevent the furniture from being moved to create barricades or stacked to allow climbing over fences, into windows or onto buildings. There are many types of furniture commercially available that can be anchored or are made of concrete or other heavy materials.



Buildings, walls or fences may be used to establish clear boundaries and impede elopement to a degree appropriate to the patient population being served. Some facilities are comfortable with providing a perimeter enclosure that is not particularly difficult to climb and simply make any elopements a treatment issue if the patients return. Other facilities have a very high need to reduce elopements to the extent possible. Where this is the case, the enclosures may take on a very prison-like appearance. If views to the distance are not required, one approach is to treat the outdoor areas as meditation gardens with solid masonry walls that have a smooth interior surface and are twelve to fourteen feet high. One facility has installed large (22"-24") diameter plastic pipe on top of the wall to resist patients being able to get a grip on the top surface. This pipe can be painted to match the color scheme of the building and



provides a much less institutional appearance than concertina wire. If views to the distance are desired, "windows" glazed with polycarbonate²⁰¹ or security glass²⁰⁰ may be provided. Care should be taken to not have sills or cross bars that will provide toe holds for climbing.

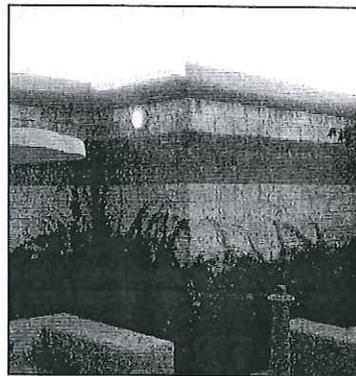
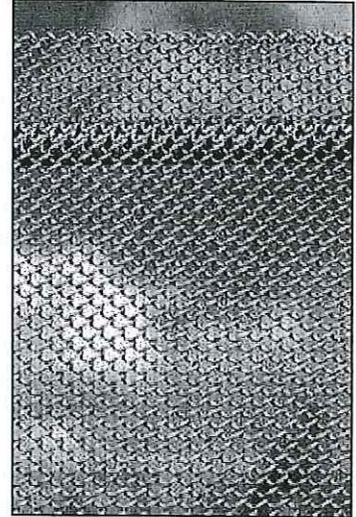
Another option is a fine mesh chain link fence fabric⁶⁷⁵ that can be installed over the existing fence material. This fabric comes in a range of sizes down to as small as 3/8" openings. This makes it more difficult to climb and the openings are too small for most bolt cutters. Care should be taken when using this material to assure that fence posts and rails are sufficiently strong to support the fabric and the additional wind loading that can occur. There has been at least one verified instance of a patient successfully climbing a mini-mesh fence, so it is suggested that a section at the top be angled inward to further increase the difficulty of climbing.

There are also maximum security fencing⁶⁷⁶ products available that have a very prison-like appearance, but may be necessary in some facilities with involuntarily admitted patients.

If portions of the building walls are used to enclose exterior courtyards for patient use, care should be taken that these walls are not easily climbable, especially if they are only one story high. Window sills, rain gutters, etc. may assist efforts to climb these walls to get access to the roof. All windows that patients will have access to from exterior courtyards shall have security glazing²⁰⁰ polycarbonate glazing²⁰¹ or security window film¹⁹⁰ (as discussed in Level 2.D below) for their exterior surfaces.

All areas surrounding patient-use buildings, areas where staff will be walking or escorting patients at night and courtyards should be well lighted. Care should be taken that exterior lights do not shine directly into patient room windows. Parking areas for staff and visitors should be well lighted and reviewed regularly for design features that encourage personal and property security. While security is generally beyond the intended scope of this document, closed circuit television monitoring and video surveillance recording of these semi-public areas (i.e., where there is no expectation of privacy) should be considered.

All manhole covers, access panels, and area drain grates should be anchored firmly in place to prevent them being removed and used as weapons or allowing patients to enter the underground piping.



NOTE: Product information included in this document is intended for illustration of one or more specific items that are deemed appropriate for use in this type of facility. Comparable products by other manufacturers meeting the same design criteria may be substituted after careful comparison.

CONSTRUCTION AND MATERIALS CONSIDERATIONS

Each of these levels of concern requires increasing attention to the built environment to reduce the potential of the patients being afforded a means of doing harm to themselves or others. These levels are cumulative, and all steps taken for lower levels are also required for a higher level. For example: all steps recommended for Levels 1, 2, and 3 are also recommended for Level 4.

Level 1. Staff and Service Areas – Comply with all applicable codes and regulations. All unattended service areas should be locked at all times to reduce the possibility of patients entering these areas.

Level 2. Corridors, Counseling, and Interview Rooms - Minimize blind spots in corridors where patients cannot be observed from an attended nurse's station. All unattended counseling and interview rooms should be locked at all times to reduce the possibility of patients entering these areas. Counseling rooms and interview rooms should have a "classroom"-type lockset which requires a key to lock or unlock the outer handle, but the inside handle is always free.

- A. **Floors** – Carpet or vinyl tile meeting class A rating. Avoid patterns and color combinations that may appear to "animate" into objects that could contribute to visual misperception by patients. Anti-microbial carpet with solution-dyed yarn and moisture-resistant backing generally works well in these facilities and is available from most major carpet companies.

- B. **Walls** – Lightweight concrete block, abrasion resistant, and impact-resistant gypsum board^{230, 231} on a minimum of 20 gage metal studs spaced at 16 inches on center are appropriate for use in these areas. Sound deadening gypsum board²³² is now available to help reduce noise levels created by traditional hard services. Consult manufacturers regarding the characteristics of the specific material most appropriate for a particular installation. These products are now available from several manufacturers. A painted finish is preferred because of easy reparability and the relatively low cost of renewing or changing colors to keep up with current trends. This helps with minimizing the institutional qualities of the space and aids in providing as residential (or home-like) an ambiance as possible while meeting the institutional requirements.

C. Ceiling – May be lay-in acoustic tile if needed for accessibility to equipment and the ceiling height is sufficient to make the tiles and grid system difficult to reach. However, a solid ceiling is always preferred in all areas of the Units, but especially interview rooms used for patient intake and assessment purposes (see section 5a: Admissions). If a “lay-in” ceiling is used, consideration should be given to the use of clipped-in-place ceiling tiles. If clips are used, regular safety rounds should include checking to see that the clips are in place. Frequently, they do not get replaced after maintenance is performed on equipment above the ceiling. Some facilities report installing motion sensors above lay-in ceilings to alert staff to patient activity above the ceilings.

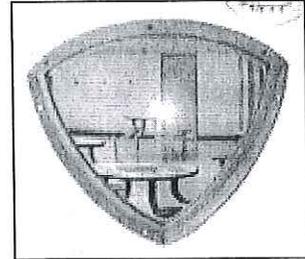
D. Glass (Interior and Exterior) All glazing that is exposed in patient accessible areas should stay in the frames when broken and not yield sharp shards of glass that patients could use as weapons. Terminology can be confusing in that laminated glass like used in vehicle windows is often referred to as “safety glass”, but this will break into large sharp pieces. Some of the forms of glazing that are recommended for use in these facilities are listed below:

1. Standards - All glazing in patient accessible areas should be safety glass. The "Guidelines" Appendix A2.5-7.2.2.3(2) calls for, "...the anchorage of windows and window assemblies, including frames, shall be designed to resist impact loads applied from the inside and shall be tested in accordance with ANSI Z97.1. When operable windows are used the hinges and locking devices shall also be tested." The Appendix to this section also calls for the glazing to pass, "The Dade County hurricane test, ASTM E1886, and ASTM E1996 as alternate impact tests."
2. Impact Resistant Glass - Several glass manufacturers²⁰⁰ are now producing products that may be appropriate for use in these facilities. Actual products will vary depending on the size of the opening, the type of frame and the patient population being served. It is suggested that the manufactures be contacted directly to determine exact products that may be appropriate for a specific project.

3. Polycarbonate (Lexan) – Polycarbonate panels²⁰¹ are highly impact resistant and are available in a variety of thicknesses from several manufacturers. It will also deflect upon impact and large pieces have been known to pop out of their frames. Care should be taken to assure that the depth of the stop securing the panel will retain it when subjected to strong impact near the center of the panel. This material is also highly susceptible to scratching and is a frequent target of patients to use to write profanity and draw pictures. Mar resistant coatings are available, but they do not completely eliminate this concern.
4. Heat Strengthened Glass – is more difficult to break than regular float glass but has about half of the strength of tempered glass. Heat strengthened glass may be a good choice if it is laminated and high impact resistance is not required for the specific location.
5. Tempered Glass – this may be acceptable for use in some patient accessible areas such as small windows in doors, portions of glass walls separating activity rooms from corridors and patient toilet room mirrors. Tempered glass is more impact resistant than float glass or laminated glass, but will break into many small pieces and each piece may have sharp edges. Patients have been known to break tempered glass mirrors and rub the inside of their wrists on the broken surface to cut themselves. The hazard of this may be reduced by covering the tempered glass with a security film as described below.
6. Window film - If replacing existing glass is cost prohibitive, application of a window film security laminate¹⁹⁰ to existing glass may be an alternative. However, these films may be susceptible to scratching and being defaced by patients, but may be removed and replaced at less cost than replacing glass or polycarbonate panels. Additional protection may be obtained by using impact protection adhesives and a perimeter tape system to help hold the glass in the frame if broken. Claims that these window films will prevent the glass from breaking should not be relied upon in these authors' opinion.
7. Wire Glass will break and yield sharp shards of glass and is required by some codes in fire rated situations. The installation of polycarbonate or security film on side(s) to which patient has

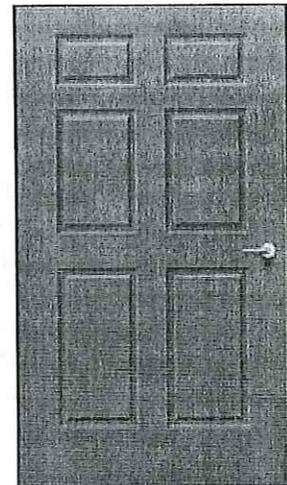
access will provide protection for the patient if this is allowed by authority having jurisdiction.

8. Observation mirrors - Convex mirrors installed in corridors, seclusion rooms, and other locations to assist with the observation of patients that are in locations accessible to patients should be made of a minimum 1/4" thick polycarbonate, be filled with a high-density foam, and have a heavy metal frame that fits tightly to the wall and ceiling.⁴²⁰ Convex mirrors made of steel are also available. Additionally, the perimeter should be sealed with a pick-resistant caulking²⁰.

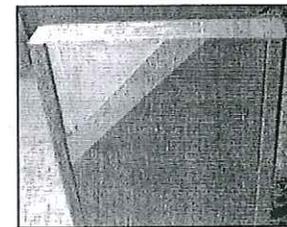


- E. Doors** in behavioral health facilities are subject to heavy use and possibly extensive abuse. They make up a significant percentage of the exposed wall surface in corridors and have a strong visual impact on these spaces.

Painted steel doors are durable, easily touched up or refinished, but very institutional in appearance. Doors with wood veneer faces and stain and varnish finish are more "residential" in character, but are easily damaged and difficult to repair. Plastic laminate covered doors are also easy to chip on the edges and may soon become unsightly. One response to the damage these doors receive is to add stainless steel kickplates, door edges and other add on devices which also add to the institutional look. (NOTE: The installation of kickplates may invalidate the fire rating of doors in some jurisdictions.) The kickplates and other protective devices are available in durable synthetic materials that come in a variety of colors that soften the stainless steel look but can still result in a patchwork quilt appearance.



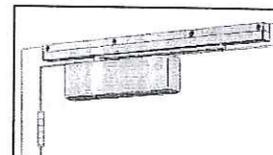
One possible solution to this is a durable door with wood grain appearing synthetic faces and removable end caps²⁵ which can be replaced if they become damaged for much less expense than replacing the entire door. First cost may be comparable if the expense of finishing the doors and purchasing and installing the kickplates, etc. are factored in. The life cycle cost can potentially be much less other doors and the appearance may be a significant improvement.



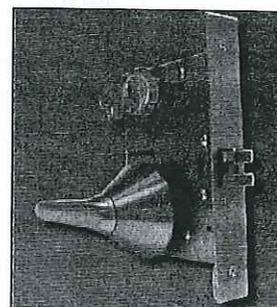
F. Hardware

1. Hinges – Continuous hinges are preferred for all patient-accessible areas because they minimize possible attachment points. Geared-type continuous hinges are available with a closed-sloped top and continuous gears that resist ligature attachment.¹¹¹

2. Closers – Closers are generally not required for patient room doors in most jurisdictions, but may be required for other doors. When needed, it is suggested that parallel arm closers¹⁰⁰ be mounted on corridor side of door away from rooms where patients will be alone or in groups.

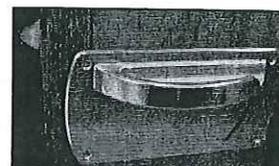


3. Locksets – All doors in patient-accessible areas are recommended to have some type of ligature-resistant lockset. There are three ways that a lockset can be used for ligature attachment: pulling down, pulling up and over the top of the door, and tying something around the latch side of the door using both the inside and outside handles (transverse). The latchbolt itself has even been used successfully as an attachment point as has the opening behind the strike plate. In these authors' opinion, the perfect solution for this dilemma does not exist at this time. Several of the better options are discussed below.



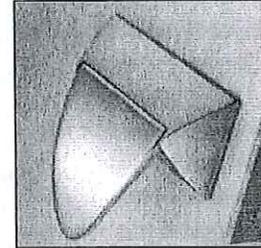
a. Lever handle locksets¹³⁰, effectively deal with up and down pressure, but are susceptible to transverse attachment. The lever should move freely in both directions when locked to reduce ligature attachment risks. This type of handle is more typical (less intuitional) in appearance and operation than other choices. Both of these qualities are very desirable in items that patients will touch and use on a regular basis. However, lever handles may present more risk than some of the other choices. These levers are generally considered to be *Americans with Disabilities Act (ADA)*-compliant.

b. Crescent handle lockset¹³⁶ is available which utilizes a lever handle and thumb turn that are ligature resistant and may meet ADA requirements. This is now available with a revised handle that can be mounted in a horizontal position and allows the user's hand to easily slip off the free end.

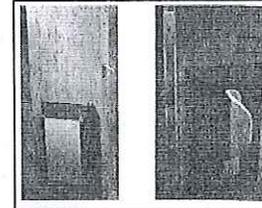


c. Push/Pull Handle locksets¹³⁷

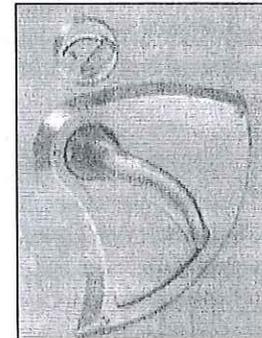
installed with both handles pointing down resist pulling down and, to some extent, the transverse attachment. However, it is very susceptible to pulling up and looping something over the top of the door. This hazard can be reduced by installing an Over-the-Door Alarm as discussed later in this paper. This type of device is generally considered to be ADA-compliant.



d. Push/Pull hardware is also available with a flush push pad and on one side and a ligature-resistant pull handle on the other.^{137b} This type of device may be ADA-compliant.

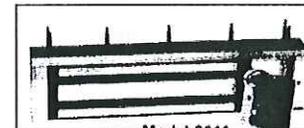


e. Modified lever handles which provide minimal ligature attachment risk, but have an unusual appearance and operating motion are also available in various designs.



4. Unit entrance doors – Provide intercom (or telephone) for communication to nurse stations from outside the unit if needed. Electronically controlled access systems that utilize electric strikes or electromagnetic locks are preferred. These may be operated by a switch at the nurse station if the door is clearly visible from the location of the release button. Care should be taken to assure that patients are not in the area when the door is released. Card readers or keypads adjacent to the door are also commonly used. These are readily available from hardware suppliers and are generally extensions of systems currently in place at most facilities.

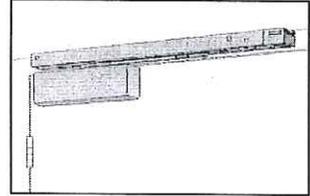
5. All exit doors (including stairway doors) may generally be locked at all times in these facilities. Exit doors may be locked with electromagnetic locks¹¹⁰ that are connected to fire alarm system and may either stay locked when the fire alarm is activated (fail secure) or release when alarm is activated (fail safe) as deemed appropriate for patient population. The acceptability of this type of hardware and its operating mode should be verified with the authority having jurisdiction at location of the facility. When extraordinary circumstances exist, a vertical magnetic-jam strip with at least two



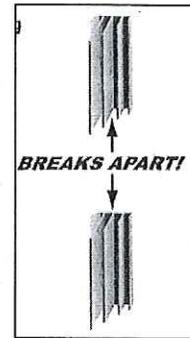
magnetic-hold devices should be considered as a minimum.

6. All doors on the unit:

- a. That are required by applicable codes and regulations to have a closer, but need to be open to provide observation of patients by staff shall be provided with a closer with a built-in release¹⁰¹ that will allow the door to close automatically when fire alarm is activated.
- b. That are in-swinging and will have patients in the associated rooms are recommended to have one of the barricade resistant methods discussed in "Level 4a" below.

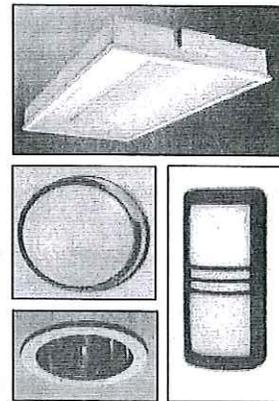


7. Smoke seals are often applied with adhesive strips that can allow patients to remove them to use as ligatures. Smoke seals that break into 8" long pieces¹⁰ are preferred for use on all doors that patients will pass through.



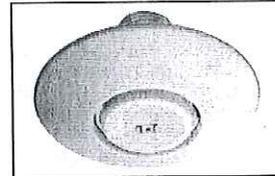
8. Patient accessible Toilet Rooms and Shower Rooms that are located near Activity Rooms and other locations on the unit are recommended to have all of the features of the Patient Toilet Rooms as discussed in "Level 4b" below.

G. Light fixtures – If located at a height or location that is not easily accessible to patients, these may be normal fixtures and lamps as long as staff observation from the nursing station is good and staff are in attendance, but tamper-resistant fixtures are preferred. Where they can be reached by the patients or are in areas that are not readily observable by staff, they must be tamper-resistant type⁶²⁰ or have minimum ¼" thick polycarbonate prismatic lenses⁶³⁴ securely fixed in the frame and the covers must be firmly secured with tamper-resistant screws⁴⁷⁰. No glass components should be used in any fixture. Use of table lamps or desk lamps is strongly discouraged. Neither incandescent light bulbs nor fluorescent tubes should ever be accessible to patients.





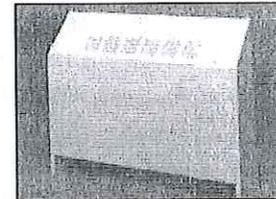
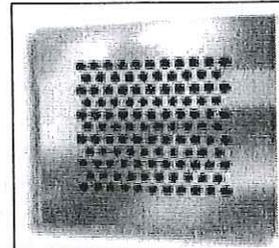
It has been suggested that corridor light fixtures (other than minimal night lighting) be controlled at night by motion detectors. This would allow staff to know immediately when a patient leaves his or her room.



H. Fire sprinklers – institutional heads⁵²¹ which provide very little opportunity for attachment.

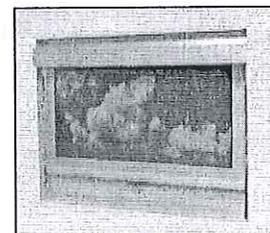
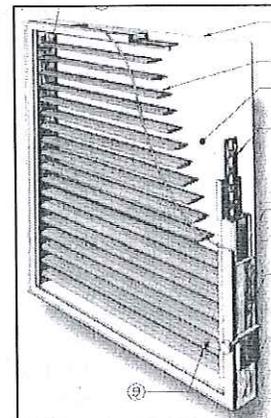
I. HVAC grilles and equipment:

- a. Standard grilles with small perforations⁶⁰⁰ that are secured in place with tamper-resistant fasteners are generally acceptable in these areas as long as the ceilings are high enough to not be easily reachable by the patients.
- b. If there are existing fan/coil units (as well as fin-tube heaters or old style radiators) present in these spaces, they should be protected with vandal resistant covers.⁶⁰⁶



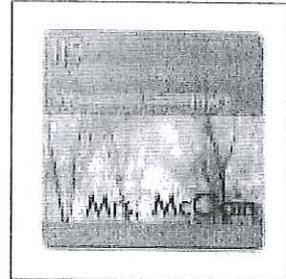
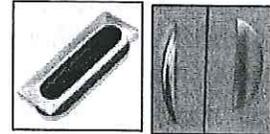
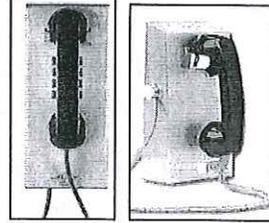
J. Window covering hardware –

1. Mini-blinds mounted between layers of safety glass²⁰⁰ or polycarbonate²⁰¹ glazing are preferred because they are not accessible to patients. Care should be taken to assure that any exposed devices to control the tilt of the blinds not create a potential ligature attachment point. There are some commercially available window assemblies that have all of these features⁴³⁰. Exposed mini-blinds should never be used.
2. Roller Shades⁴⁴⁰ that are specifically manufactured for use in psychiatric hospitals are another option. These have enclosed security roller boxes, security fasteners, cordless operation and locking devices that resist tampering by patients.
3. Curtains and curtain tracks of any type (including those designated as “break-away” and represented by their manufacturers as “safe for psychiatric hospitals”) are not recommended for use in any patient accessible areas, especially patient rooms and patient showers.

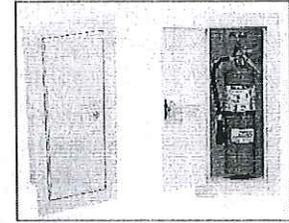


K. Miscellaneous –

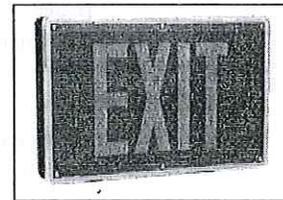
1. No plastic trash can liners should be allowed in any space accessible to the patient. Breathable paper liners¹ should be provided.
2. All operable windows in these areas should have opening limited to four inches¹⁷⁰.
3. Telephones located in corridors or common spaces for patient use should have stainless steel case⁶⁵⁵, be securely wall mounted, have a non-removable shielded cord of minimal length (14 inches maximum), and may be equipped either with or without touch pads for placing outbound calls. It has been mentioned that if a patient pulls very hard on the receiver that the armored cable can unwind and provide sharp edges. This risk should be weighed against the ease of removal of standard cords.
4. Cabinet pulls should be either recessed, with no protruding openings or of a closed type.⁴⁶⁰
5. Cabinet locks are very important in these, and all patient accessible areas. Cabinets that are used to store items that patients could use to harm themselves or others should be kept locked at all times when patients are present. This can lead to staff constantly looking for the right key on a large keychain. One solution is to provide locks that can be unlocked by using the existing key access cards now used by many facilities or a pushbutton keypad⁴⁶⁵. These are becoming more affordable and should be particularly helpful in Examination/Treatment rooms and any locked cabinets in patient rooms.
6. Room Signs³⁰⁰ are available in a flexible material that is adhesively applied and will not provide a weapon to the patients if removed.



7. All fire alarm pull stations and all fire extinguisher cabinets⁵²¹ should be locked. All staff on duty must carry keys for these at all times. Key should be provided with a red plastic ring or other means of providing quick identification. In addition, fire extinguisher cabinets should have continuous hinges, recessed pulls (if any) and polycarbonate glazing (if view windows are provided).

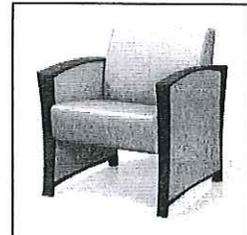
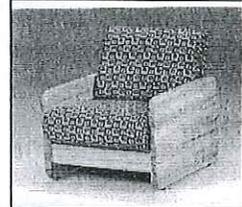
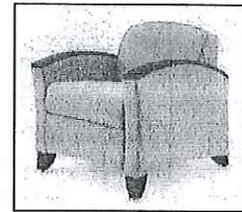


8. Lighted exit signs⁶⁴⁰ or Photoluminescent signs⁶⁴² should be vandal-resistant and installed tight to the ceiling with a full-length mounting bracket to avoid use as a hanging device. Wall mounting these signs perpendicular to a wall is not recommended because it leaves the top exposed as a possible attachment point.



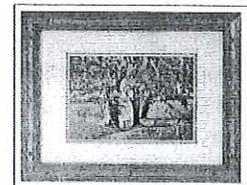
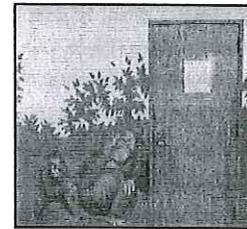
L. Furniture –

1. Should be easily cleaned, easily reupholstered, very sturdy and as heavy as possible to minimize likelihood of patients throwing chairs, tables, etc. It is recommended that as much furniture as practical be built-in or securely anchored in place to prevent stacking or barricading of doors. The remaining loose items (such as chairs) can vary from high-quality wood-frame upholstered chairs⁴⁸² that resemble typical residential furniture in appearance to polyethylene rotationally-molded⁴⁸³ and sand-ballasted seating that is now available in a less institutional look. The selection depends on the facility's determination regarding the patient population to be served.
2. Provide lockable storage cabinets and drawers and the means to lock phones and computers away from patients.
3. All upholstery and foam used in furniture should have flame spread ratings that comply with the requirements of NFPA 101 Section 10.3.



M. All pictures and art work must be given special consideration in patient accessible areas:

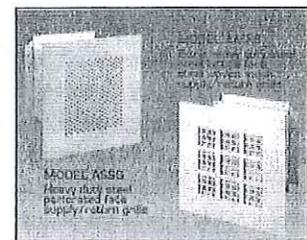
1. Hand painted Murals have been used very effectively in some facilities. These can be very effective in brightening and adding interest to corridors and day rooms. It is usually a good idea to cover them with at least two coats of a clear sealer for protection, but patients typically enjoy these and defacing them is not usually a problem.
2. Specially designed frames³⁰² that slope away from the wall and have polycarbonate²⁰¹ or acrylic glazing. The frames should be screwed to the walls with a minimum of one tamper-resistant screw⁴⁷⁰ per side. Care should be taken to reduce the opportunity of attaching ligatures to the frame or the joint between the top of the frame and the wall, especially when the surface of the wall is not perfectly straight and gaps between the wall and frame are present. The joint at the top should be sealed with a pick-resistant sealant.²⁰ Some of these frames also allow for easy replacement of the images and provide the opportunity for patients to customize what they are displaying with personal photos, etc.



3. Another option is to print art work on flexible vinyl³⁰¹ that can be attached to the walls with low-tack adhesive or regular wall vinyl adhesive for more permanent installations. These reduce the risk of patients obtaining harmful materials. The low-tack adhesive used on smaller images also provides the opportunity to change the art displayed on a seasonal or other basis. It allows hospitals to give the patients a choice of art work to display in their rooms which can contribute to them having more control over their environment.

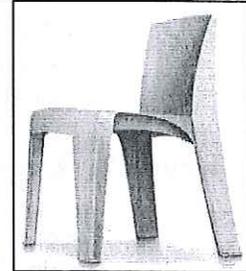
Level 3. Lounges and Activity Rooms

- A. **Floors** - Use sheet vinyl²⁴⁵, vinyl tile²⁴⁶ or seamless flooring²⁵⁰ where wet or potentially messy activities will be conducted. Carpet should be broadloom or sheet carpeting and have anti-microbial solution-dyed yarn and non-moisture absorbing backing²⁵⁵.
- B. **Walls** - Same as for corridors in #2 above.
- C. **Ceiling** – Prefer non-accessible solid gypsum board ceiling. If more sound attenuation is desired, apply 1'x1' acoustic tile to the gypsum board with adhesive. A nine-foot-high ceiling is highly desirable in that the added height makes it more difficult to reach and therefore decreases patient tampering with ceiling-mounted devices.
- D. **Glass** - Same as for corridors in #2 above.
- E. **Hardware** - Same as for counseling and interview rooms in #2 above.
- F. **Light fixtures** - Same as for corridors in #2 above.
- G. **Fire sprinklers** – Institutional type – Same as for corridors in #2 above.
- H. **HVAC grilles and equipment** – Only grilles with small perforations⁶⁰⁰ complying with the National Institute of Corrections standards,
 1. If other types exist and must remain, cover with heavy gauge stainless steel screen fabric⁸¹.
 2. If individual fan/coil type units exist and must remain, secure all access panels, grilles and controls - Same as for corridors in #2 above



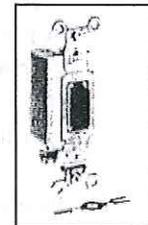
I. **Window covering hardware** – Same as for counseling and interview rooms in #2 above.

J. **Furniture** – All lounge furniture requirements listed for counseling and interview rooms in Level #2 above apply to this level also. Where movable seating is required such as dining and activity rooms, polypropylene very light-weight chairs⁴⁸¹ that resist breaking into sharp pieces are preferred. An alternative is a chair that can be partially filled with sand to make it difficult to throw or use as a weapon.⁴⁸⁰



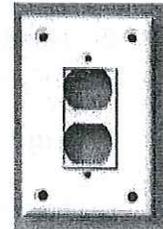
K. **Kitchen appliances**

1. All cooking appliances (ranges, microwaves, coffee makers, etc.) should have key operated lock-out switches⁶¹¹ to disable the appliance.
2. Patients' access to coffee should be carefully considered by each facility's Risk Management Program. If access to this (and other potentially scalding liquids) is allowed, the location of the coffeemaker should be chosen so it is readily observable by staff. Glass coffee pots should never be available to patients. Insulated plastic dispensers are preferable.
3. All garbage disposal units should have a key operated lock-out switch⁶¹¹ to disable the device.
4. GFCI-protected receptacles must be provided near all sources of water including sinks and are recommended for all patient accessible receptacles.



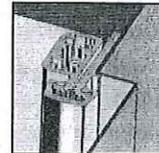
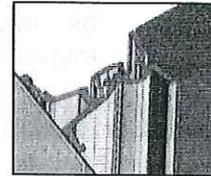
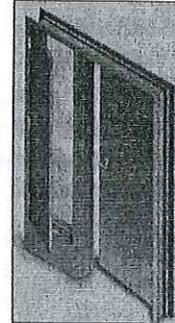
L. **Miscellaneous**

1. All electrical device (switches, outlets, etc.) cover plates must be attached with tamper-resistant screws⁴⁷⁰. Electrical cover plates for switches and receptacles should be made of polycarbonate^{612, 613} materials and secured with tamper-resistant screws.
2. All Miscellaneous requirements listed for counseling and interview rooms in Level #2 above apply to this level also.

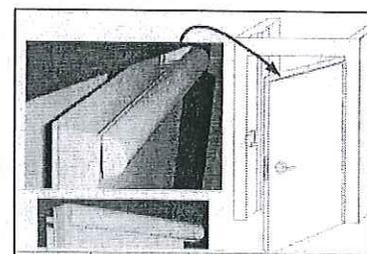
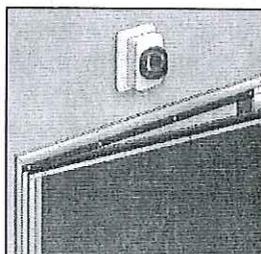
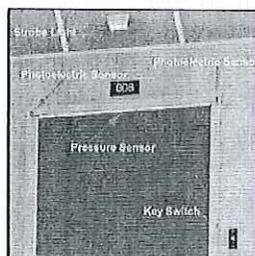


mounted on a continuous hinge and the panel is secured with a deadbolt lock.

2. If space is available, a separate narrow (18"-24") wide door that swings into the corridor may be used for emergency access to the room. This smaller leaf can either be mounted in the same frames as the main door in a "double egress" configuration, or there can be a mullion⁴⁷ between the two leaves.
3. Double acting continuous hinges¹¹³ can be used on patient room to corridor doors to assist with barricading without the hazard presented by pivot hinges. They are also available with a full height emergency stop¹¹⁵ which locks in place and can be easily unlocked to allow the door to swing into the corridor.
4. Integral system doors³⁰ are available that have a nearly flush push plate on the outside that releases the continuous latch bar and a tapered pull handle that releases the latch bar from the other side. A recessed-pull handle¹²¹ is necessary on the push side to aid in closing the door. These doors come as an assembly including the door itself, lockset and a continuous hinge. This assembly is very resistive to upward, downward and transverse attachment. This product is also available with an "Emergency Release Hinge" that can be unbolted and allows an in-swinging door to be pulled into the corridor in the event that it is barricaded. A standard latchbolt is not used with this system, but the top of the latching bar may still provide an attachment point. Maintenance staff may need to be available on all shifts to remove this door if required for emergency access



The top of all tight-fitting doors provides a pinch point that allows a patient to tie a knot (in a sheet, the leg of a pair of jeans or other object), place it over the top of the door, and close the door. This provides a hanging device. One way to reduce this risk is with a pressure-sensitive device placed on the top of the door that sounds an alarm¹⁵⁰.



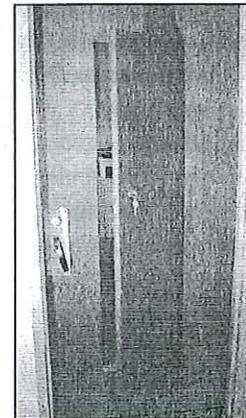
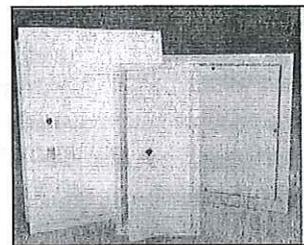
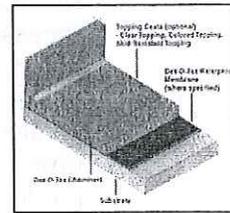


3. Television – TV sets should *not* be mounted on walls using brackets because of the risk presented to patients. All cords and cables should be as short as possible. Consideration should be given to providing built-in TV or media centers and installing an isolation switch that staff can control. Manufactured covers with sloped tops²⁹⁰ are now available to fit a variety of TV set sizes. For maximum safety, the electrical outlet and cable TV outlet should be located inside the cover to keep the wires and cables away from the patients. One facility utilized unused platform bed frames mounted vertically on the wall to house television sets and conceal all wires and cables.



Level 4a. Patient Rooms

- A. **Floors** – Same as lounges and activity rooms in #3 above. If some of patient population have problem with urinating on the floor, provide some rooms with seamless epoxy flooring²⁵⁰ with integral cove base or sheet vinyl flooring with integral cove base.
- B. **Walls** – Impact and/or abrasion resistant gypsum board²³⁰ on metal studs – paint finish preferred.
- C. **Ceiling** - Non-accessible solid gypsum board ceiling - paint. Provide key-lockable access panels⁵⁰ at all locations where access is required. If doors do not fit tightly, or on larger panels, it may be necessary to provide tamper resistant screws in the corners of the panels.
- D. **Doors** – Patient Room to Corridor Doors present the possibility of patients barricading themselves in their rooms to delay staff members' access. One solution is to hinge the door so that it swings into the corridor (which may create its own problem with the Life Safety Code and applicable building codes). However, this may (depending on the design) result in the creation of an alcove that is difficult to observe and which patients may use as hiding places from which to attack staff or other patients. If these doors are mounted to swing into the Patient Rooms, there are several other barricade solutions that may be provided:
 1. The door-within-a-door⁴⁴ (sometimes referred to as a "wicket" door) has a portion of the center of the door hinged to swing into the corridor. This hinged panel is

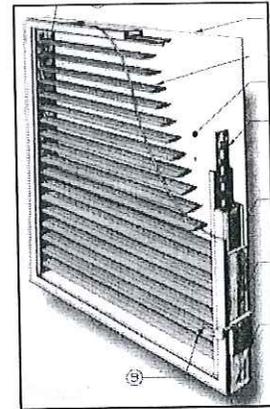
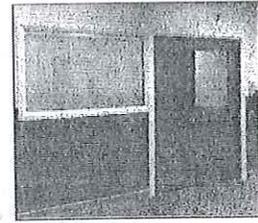


ligature attachment. When this occurs, a tapered strip³⁶¹ may be installed to reduce this risk.

4. View windows to corridors in doors or sidelights

– Use polycarbonate²⁰¹ (if possible). If wire glass is required by codes, request permission from the authority having jurisdiction to install a layer of polycarbonate on each side of the wire glass. (Wire glass can be broken and yield shards of glass that can be used as weapons.)

View windows in Patient Room to Corridor doors create some conflicting issues. One view is that they are necessary to provide observation by the staff. The other point of view is that the windows infringe on patient privacy in that anyone, including other patients can see into the room. One solution to this is to provide an operable blind²²⁰ that only staff can control from the corridor side.

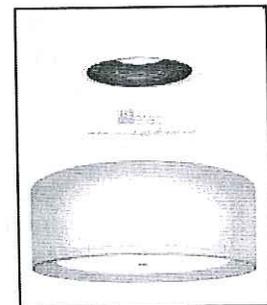
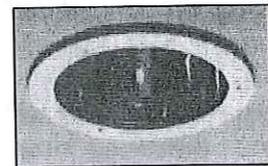
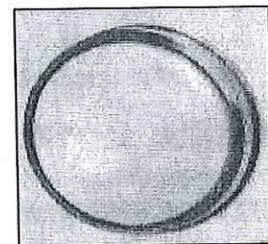


F. Hardware – See comments under Level 2 E above. It is highly desirable to keep vacant patient rooms locked at all times to avoid other patients entering these rooms without staff's knowledge. Many jurisdictions do not allow the capability of locking a patient in a room. Therefore, "classroom"-type locks are recommended. These can always be opened from the inside, and the corridor side may be either locked or unlocked with a key.

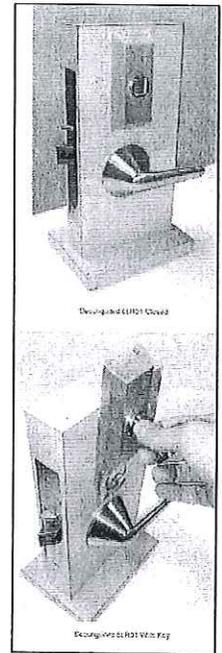
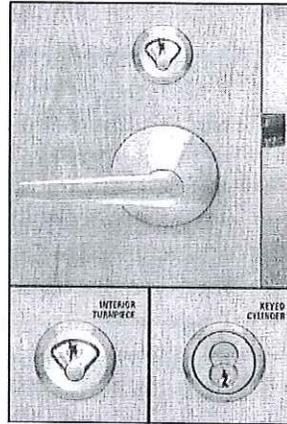
G. Light fixtures – Same as in Level 2 above except that all light fixtures should be security-type fixtures⁶²⁰. The use of 2'x4' fluorescent light fixtures creates a very commercial or institutional appearance to patient rooms and the placement of one of these directly over the bed is a carryover from general hospital design that is seldom needed in behavioral health facilities. Preference is for using either round or oval surface mounted, vandal-resistant fixtures for general illumination and recessed security downlights with polycarbonate lenses over the beds for reading lights.

Covers⁶³⁰ are available for existing (or new) downlights that are secure and make the appearance more residential in nature.

No glass components should be used in any fixture, and table lamps and desk lamps are strongly discouraged.

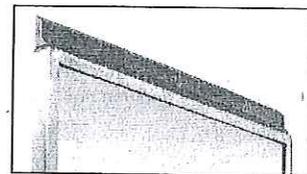
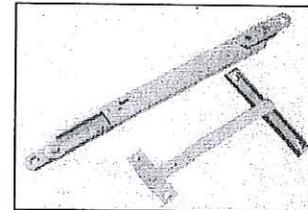


Some facilities have begun to address a desire of some patients to lock themselves in their rooms to avoid unwanted entrance by other patients. The challenges with this are to provide individual security for the patient without restricting access to the room by staff. Locksets with specialized locking functions and ligature resistant turnpieces¹⁴⁰ for the inside of the door are now available. A cylinder protector¹⁴¹ to cover the lock cylinder on the corridor side of the door resists attempts to insert objects in the keyway. Options are also available to control these locks with card access technology.



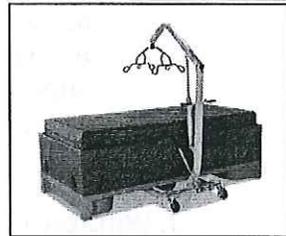
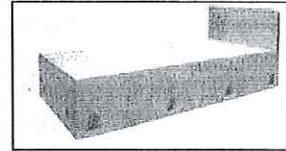
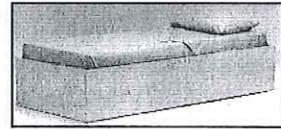
E. Glass

1. **Exterior windows** – (See Level 2.D.1 Safety Glazing above.) Advances in different types of safety glass make it worthwhile to consult an expert for advice for any specific project. The height above the ground, patient population and many other factors should be taken into account in making these decisions. Comply with all applicable codes and regulations for operable sash. Fixed windows or units equipped with sash control devices¹⁷⁰ that limit amount of opening and can be released using a key to full opening for evacuation purposes are preferred.
2. **Security screens** - If replacing the windows presents a prohibitive cost in remodeling work, provision of a security screen with a very sturdy steel frame⁸⁰ designed to resist deflection with multiple key locks and equipped with heavy gage stainless steel screen fabric⁸¹ may be used. These are very functional and secure, but create a very “institutional” appearance and can be defaced by writing obscene words with toothpaste (or other material).
3. **Mirrors** – Radiused stainless steel framed security mirrors³⁶⁰ are preferred for patient-room mirrors, and the reflective surface may be polycarbonate, tempered glass, stainless steel, or chrome-plated steel. Each has durability and distortion characteristics. Some framed mirrors will have a flat surface on top and/or not fit tightly to the wall and provide opportunities for



2. Beds –

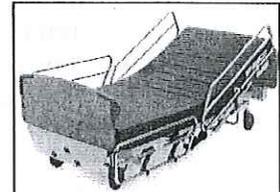
- a. **Non-adjustable platform beds**⁴⁹³ without wire springs or storage drawers are needed. It is recommended that these beds be securely anchored in place to prevent patients from being able to use them to barricade the door. If use of a portable lifting device is needed, beds are available with an opening under the bed to accommodate the legs of the lift⁴⁹⁴. Portable lifts can also be accommodated by placing an existing platform bed on a specially designed riser. This also reduces the amount of bending over that staff need to do to work with the patient.^{494b}



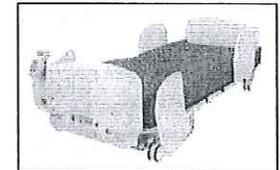
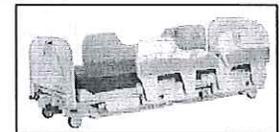
- b. **Mattresses** for platform beds⁴⁹² should be specifically designed for use in these facilities and be resistant to abuse and contamination.



- c. If medical necessity is present, **manual hospital beds**⁴⁹¹ are preferred. It is recommended that the wheels of hospital-type beds be removed or rendered inoperable to reduce the opportunity of using them to barricade the door. It should be noted that the bed rails, headboard and footboard all present hazards for these patients.



- d. If **electrically operable beds** are needed to reduce risk of staff injuries (especially on geriatric units), new beds are available⁴⁹⁰ that are specifically better suited for use on these units than standard electrically adjustable hospital beds. These beds will sense obstructions and reverse direction, have lockout features for the controls, reduced length cords and other tamper resistant features.

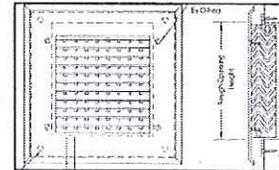


- e. If existing beds must be used for financial reasons, use only beds that require a constant pressure on a switch located on the bed rail (not a remote control device or paddle that can be placed on the

H. Fire sprinklers – Institutional type – Same as for corridors in Level 2 above.

I. HVAC grilles and equipment –

1. Fully recessed vandal-resistant grilles with S-shaped air passageways^{602,603} are recommended for all ceiling and wall-mounted grilles.
2. In new construction or major remodeling, locate individual room HVAC equipment (such as fan/coil units) in an adjacent corridor or in other location (such as an interstitial space) where they can be serviced without entering the patient's room.
3. In existing facilities that have units located below the windows, care should be taken to secure all access panels with tamper-resistant screws. All supply and return air grilles should also be covered with perforated grilles or stainless-steel screen fabric.



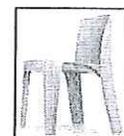
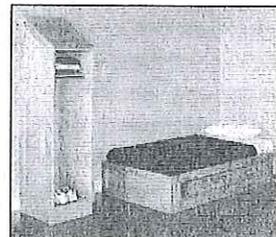
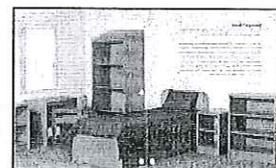
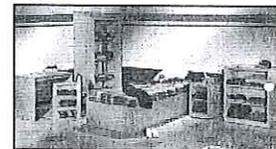
J. Window covering hardware – Same as for counseling and interview rooms in Level 2 above.

K. Furniture -

1. **Furniture** – Sturdy wood, thermoplastic or composite furniture should be bolted to the floor or walls whenever possible. Care must be taken to assure that the furniture will withstand abuse, will not provide opportunities for hiding contraband, and will resist being disassembled to provide patients with weapons.

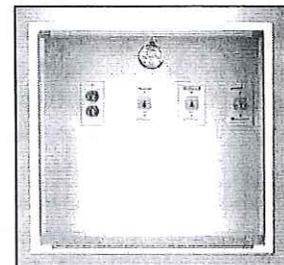
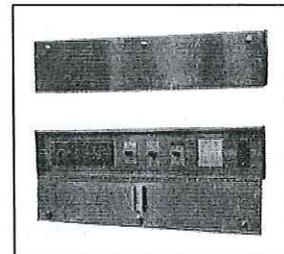
Open-front units with fixed shelves and no doors or drawers⁴⁹⁵ are recommended. Doors should not be provided because they can be used by patients to hang themselves. Drawers should not be provided because they can be removed by the patients and broken to use as weapons. If drawers and doors are provided, they should be lockable, and the keys should be controlled by staff. They should have pulls that are ligature resistant⁴⁶⁰ that cannot be used for ligature attachment, and the doors should have continuous hinges. All upholstery and foam used in furniture and mattresses should have flame spread ratings that comply with the requirements of NFPA 101 Life Safety Code, Section 10.3.

Desk chairs are preferred to be light weight⁴⁸¹ or ballasted⁴⁸⁰ as discussed in Level #3 above



All electrical switches and outlets should be made of polycarbonate⁶¹² to reduce the risk of being broken to obtain access to the wiring or to obtain sharp pieces of plastic and they should be secured with tamper resistant fasteners.

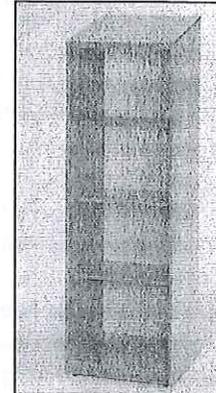
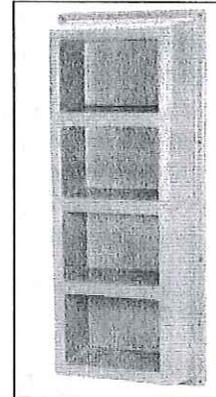
4. **Coat hangers** are not recommended. There are some made of cardboard, but (when several of them are grouped together) they can hold the body weight of some patients.
5. **Curtain cubicle tracks** should be prohibited because of the risk to patients.
6. **Telephone** – If desired, cordless phones may be provided to allow the patient to check out a phone for private conversations when appropriate. Phones should not be left in patient rooms permanently because they can be used as weapons.
7. **Television sets** should not be provided in patient rooms to encourage patients to use activity areas with other patients and allow easier supervision.
8. **Medical gas outlets** – These are not normally required for behavioral health units. If there is medical necessity or the outlets are a pre-existing condition in remodeling projects, they should be covered with panels that are lockable⁵⁹⁰ or are attached with tamper-resistant screws. These should be removed only for medical necessity of the current patient and replaced when that patient is discharged or moved. Special care must be taken in semi-private rooms to assure that access to the medical gasses does not present a safety risk to the other patient. Some manufacturers can provide these lockable covers for their outlets.
9. **Trash cans and liners** – Trash cans and liner requirements listed for counseling and interview rooms in Level #2 above apply to this level also. In choosing trash cans and liners, the potential for patient risk should always be assessed. Plastic liners should be prohibited because of their potential risk of suffocation. A substitute liner made of paper¹ may be used.



floor). If existing electric beds are to be used, provide key lockout switches on beds (or removable pigtail) so that only staff can operate the beds. All electrical cords should be secured and shortened. Key lock-out switch is preferred.⁶¹¹ It is recommended that the wheels of hospital type beds be removed or rendered inoperable to reduce the opportunity of using them to barricade the door. It should be noted that the bed rails, headboard and footboard all present hazards for these patients.

3. Wardrobe -

Wardrobe units should not have doors and should have fixed (non-adjustable) shelves⁴⁹⁵. They should be securely anchored in place and have sloped tops. Wardrobes with clothes poles requiring hangers are discouraged because, while the bar itself can be made safe, the hangers themselves present serious hazards. It should be noted that the current (2010) edition of the "Guidelines" no longer calls for patient rooms to have accommodations for "hanging full length clothing". The average length of stay in many facilities is now in the 7- to 10-day range, and patients no longer come with clothing that needs to be hung up.



L. Miscellaneous –

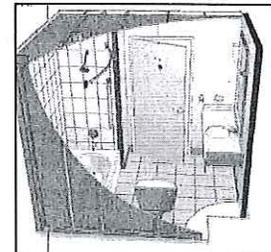
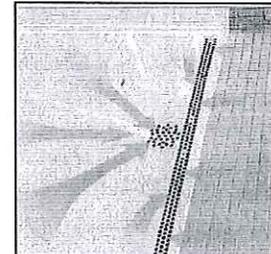
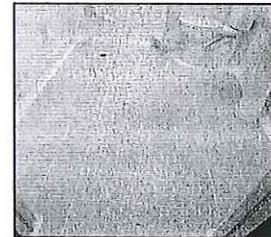
1. **Pull cords** on nurse call and/or emergency call switches (where required or provided) shall be no longer than 8" and as lightweight as possible.
2. All Miscellaneous requirements listed for lounges and activity rooms in Level #4 above apply to this level also.
3. In new construction, or major remodeling, provide a **dedicated circuit for all electrical outlets in each patient room and bath**. This will allow power to the outlets in a specific room to be turned off if necessary for patients' safety. Where this is not practical, the outlet may be temporarily covered. It is strongly recommended that all electrical outlets in patient rooms and patient toilet rooms be hospital grade, tamper-resistant type. It is also preferred that they be GFCI receptacles⁶¹⁰ to greatly reduce the risk of patients being able to harm themselves by tampering with the receptacles.



Level 4b. Patient Toilets

A. **Floors** – Use one of the following depending on acuity of patient population:

1. Seamless epoxy flooring²⁵⁰ with slip-resistant finish and integral cove base including shower. Do not use metal or plastic strip at top of base as this can be removed by patients and used as a weapon.
2. Ceramic and porcelain tile may be used as long as larger pieces are provided to reduce the number of joints and it is maintained in good condition.
3. One piece floor units⁵⁶⁶ are now available that provide a monolithic floor (European style) for the entire patient toilet room that drains the shower to a central location and, if used in conjunction with location of the shower enclosure and shower head can eliminate the need for shower curtains.
4. Solid surface material floors are also available that include a trench drain⁵⁶⁵ across the entire front opening of the stall which not only helps control water from getting into the room, but also makes the drain more difficult for patients to intentionally clog. Fiberglass shower stalls and floors are generally not durable enough.
5. Pre-Built Bathrooms⁵⁶⁸ that contain all finishes, fixtures and accessories are available that can reduce construction time because they are shipped to the site ready to be connected to the utilities.



B. **Walls** - Use one of the following depending on acuity of patient population and budget.

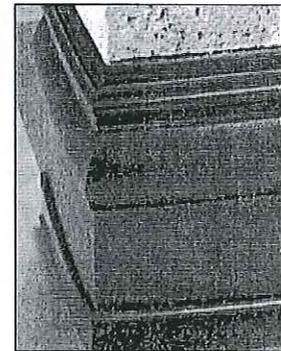
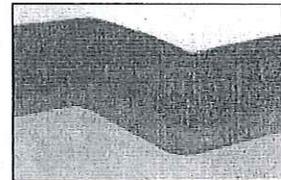
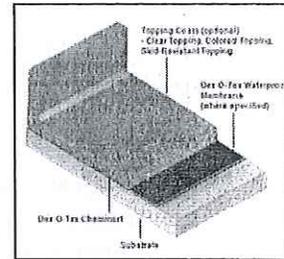
1. Avonite³²⁰ solid surface type sheet material
2. Ceramic or porcelain tile in large pieces.
3. Gypsum board that is impact-resistant with mold- and moisture-resistant facing²³⁰ with epoxy paint and solid surface sheets in shower.

C. **Ceiling** – Gypsum board with mold- and moisture-resistant facing²³⁰ with epoxy paint.

10. **Baseboards** that are made of rubber or vinyl and are thin, flexible and applied with adhesive only that are intended to cover the joint between the wall and floor is strongly discouraged. They become prime targets for patients to tamper with and can be used to conceal contraband.

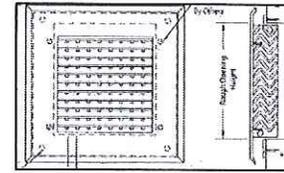
Finishing the wall surface to the floor, sealing the joint with pick-resistant sealant,²⁰ and painting a contrasting color stripe at the floor is preferred. There are several alternatives for locations where finishing the wall material to the floor is not practical.

- a. Seamless epoxy flooring²⁵⁰ that has an integral coved base is an exception to this as long as there is no metal edge strip on the top of the base.
- b. Premolded base²⁴⁰ that extends onto the floor plane and finishes flush with the top of the floor tile and is heat welded to the flooring may be acceptable in some locations, but does not address the issue of hiding contraband unless the top edge is sealed with a pick resistant sealant²⁰.
- c. Rubber base that is thicker and resembles wood base profiles²⁴¹ is available and provides a more "residential" appearance. It is suggested that all joints to the wall floor and vertical joints be sealed with a pick resistant sealant²⁰.
- d. In some cases wood-base material of a minimum $\frac{3}{4}$ " thickness that is adhered to the wall, secured with countersunk tamper-resistant fasteners, and sealed with pick-resistant sealant²⁰ has been used successfully. If desired, this can be given a semi-transparent stain finish to provide more of a residential look.



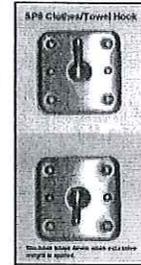
H. **Fire sprinklers – institutional type** – Same as for corridors in Level 2 above.

I. **HVAC grilles and equipment** – Fully recessed vandal-resistant grilles with S-shaped air passageways⁶⁰²

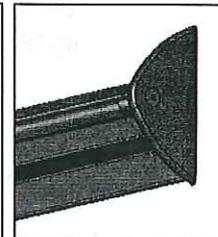
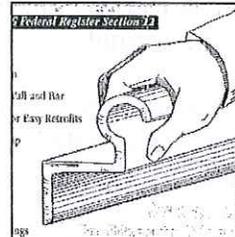


J. **Miscellaneous**

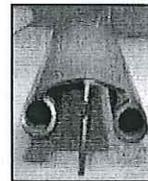
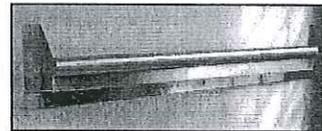
1. **Medicine cabinets** should not be provided because of difficulty in observing potentially dangerous items that may be placed in them.
2. Evaluate the risk of using **robe hooks**. If they are required, they should be the collapsible type.³⁵⁰
3. **Towel bars** should not be used. Provide collapsible hooks³⁵⁰ for towels.



4. **Grab bars** for toilets and showers are preferred to be provided in all patient accessible toilets because some patients may be on medications that interfere with their equilibrium. A self-draining bar^{332, 335} may be installed on a slight slope with one end, cap on the higher end. These provide a high degree of safety and are also easy to clean and sanitize. If the wall surface behind the bar is not smooth and flat, provide pick resistant sealant to this joint between the bar and the wall.



5. **Vertical grab bars** are required or desired in some locations and these ligature resistant bars can typically be grasped only from one side, not both. There is now a ligature resistant grab bar that is specifically designed to be mounted vertically³³⁷ and can be grasped from either side.

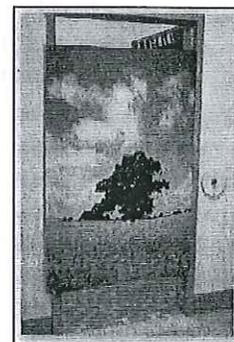


Cross Section



Finished End

6. Shower Curtains and curtain tracks of any type (including those designated as “break-away” and represented by their manufacturers as “safe for psychiatric hospitals”) are not recommended for use in any patient accessible areas, especially patient showers. In new construction, showers could be designed to contain the spray within the compartment without the use of a curtain. In existing facilities, the use of a Soft Suicide Prevention Door⁴¹ door mounted with a minimal gap between the bottom of the door



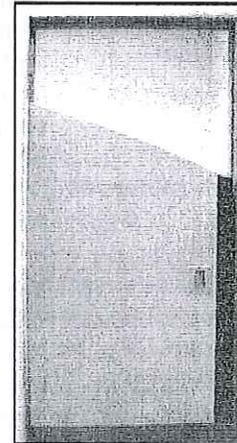
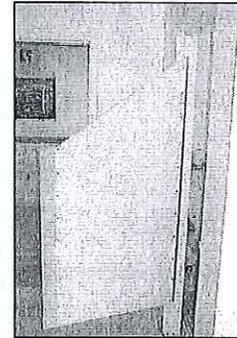
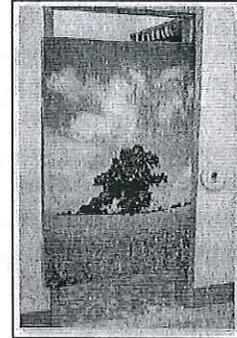
D. **Glass** – Mirrors, same as patient rooms in #4 above.

E. **Door** –

1. **“Soft Suicide Prevention Door”** (SSPDoor)⁴¹ has been developed that eliminates many of the hanging hazards associated with a typical door. The door is attached by magnets and may be easily removed by staff and used as a shield against an attacking patient and can have a photograph printed on its faces. This door cannot be locked or latched in any manner. (Use of this product eliminates the need for the items listed under “Hardware” below.)
2. **Sentinel Event Reduction Door**⁴⁰ (without movable top panel) is another option. Privacy for two patient rooms can be improved slightly by installing the door a little higher than normal.
3. Acrovyn Patient Safety Door⁴² is similar to the item above but is available in finishes to match other Acrovyn doors if they are used on the unit.
4. A similar result can be obtained by using a **solid-core wood door**, cutting the top at an angle, and mounting it so there is a large gap at the bottom⁴³. A stainless steel channel probably will need to be installed at the cut edge on top, and the door should be mounted on a continuous hinge¹¹¹ and provided with a ball latch¹⁴⁵ and recessed pulls¹²¹ on both sides.
4. Some facilities with single patient rooms are electing to remove the doors entirely from the patient toilet rooms. The practicality of this depends on the sight lines into the toilet room from the corridor door.
5. If there is a need to be able to lock patients out of the toilet room, a full door will need to be installed with similar hardware as described above and with a classroom function lockset. With the tight-fitting door, an over-the-door alarm should also be provided.¹⁵⁰

F. **Hardware** - See Level 2 E above.

G. **Light fixtures** – Same as patient rooms in Level 4 above except that fixtures shall be water-resistant type with a sealed polycarbonate lens. No glass components should be used in any fixture.

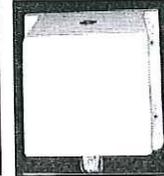
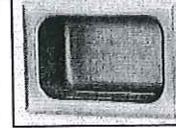


11. All **lavatory waste and supply piping** must be enclosed and should not be accessible to patients⁴¹⁰. Extreme care should be taken when doing this that the material is trimmed to fit tightly to the underside of the lavatory fixture to prevent the patient from using this to hide contraband.

12. **Soap dishes**³⁹⁰ should not have handles and should be recessed.

12. Disposable sheets of paper that are impregnated with anti-bacterial soap³⁹³ and shampoo are available in packets of 30 sheets that can be given to patients as an option to using either liquid or bar soap.

13. Many facilities are now using **liquid soap** in patient areas. The hard plastic dispensers in use in many facilities are problematic in that they can fairly easily be pulled off of the wall and broken to provide sharp shards that can be used as weapons. One solution is a dispenser that is made of solid-surface material³⁹¹ that is commonly used for countertops and is relatively tamper-resistant. There are some commercially available stainless steel dispensers that are reasonably ligature-resistant.

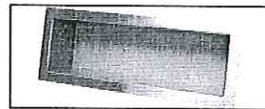
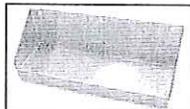
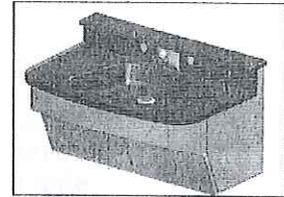
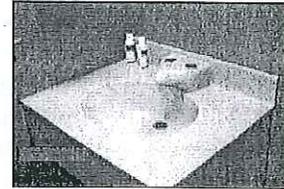


and the floor may be used for a 36-inch or narrower openings.

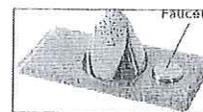
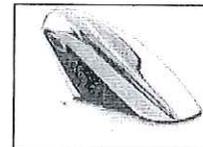
7. **Pull cords** on nurse call switches (where required or provided) should be push button type that are ligature resistant or have cords that are no longer than 4" and as lightweight as possible.

8. **Lavatories** – Vanity top-type lavatories⁵⁴¹ are preferred because they provide the patients a place to set their toothbrush, etc. and have a more residential appearance. The enclosure below should have an access panel that is secured with tamper-resistant screws in lieu of a door. This enclosure can be designed to be wheelchair-accessible, if needed.

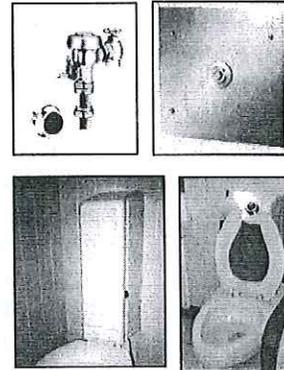
Wall-hung solid surface -lavatories are available that make it very difficult to tie anything around them.⁵⁴⁰ These have an optional filler panel that is recommended to fill the space between the side of the fixture and an adjacent wall when there is one near the fixture. Stainless steel or high impact polymer pipe covers that fit beneath the unit are also available and should be provided. If a wall mounted lavatory is used, a shelf (surface-mounted or recessed)³⁷⁰ that limits attachment of a ligature may be needed to hold toiletry items.



10. **Lavatory and sink faucets and valves** provide attachment points for ligatures. A lavatory valve unit is now available that uses a shower valve fitted with a ligature resistant handle⁵⁷⁴ to allow patients control over the temperature (thermostatically limited to prevent scalding) and duration of the water flow. This valve can be used to replace the motion sensor activation of some of the faucets below. Faucets are available in a variety of materials and configurations that range from push button to motion sensor activation.⁵⁷⁰



17. **Flush valves** are preferred to be recessed in the wall⁵⁸⁰ and activated by a push button^{581, 582}. Where this is not practical, the flush valve and /or all related pipes should be enclosed with a stainless steel⁵⁸⁴ or plastic⁵⁸⁴ cover that has a sloped top that incorporates a push-button activator for the valve.



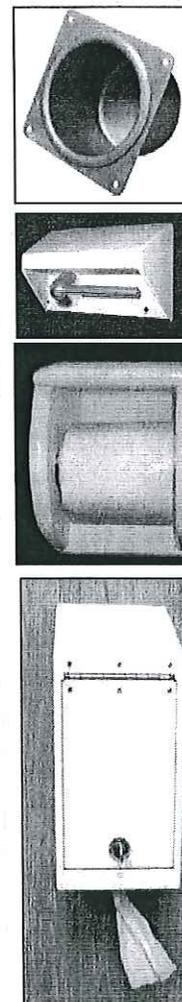
16. **Toilet Paper Holders**

a. Fully recessed⁴⁰⁰ stainless steel units. These have been used widely for a number of years, however, some facilities feel this creates an infection control problem because the users have to handle the entire roll.

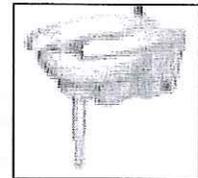
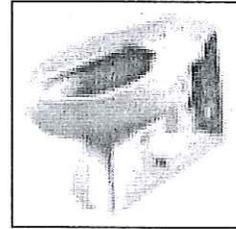
b. Another toilet paper holder available uses a bar that pivots down⁴⁰² when vertical pressure is imposed.

c. Solid surface holders⁴⁰³ are available that use a foam tube to hold the roll. The manufacturer will provide extra foam tubes at no charge when needed.

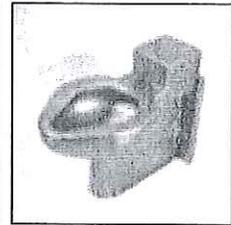
d. A newly available dispenser⁴⁰⁴ securely encloses the roll, is ligature resistant and is designed to always have the paper tear off outside the cabinet. It is available in several sizes to accommodate different size rolls.



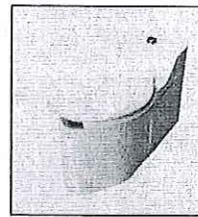
14. **Toilets** used by these patients in new construction should be floor mounted, back outlet, back water supply type⁵³⁰ in lieu of wall-mounted fixtures which can be broken off of their hangers. These are, also available in ADA handicapped accessible fixtures⁵³¹ where required. Where wall-hung toilets exist and replacing them is not practical, a wall-hung toilet support⁵³⁸ can be used if it can be secured in place so that patients cannot remove it to use as a weapon. Movable seats provide attachment points for ligatures and should be considered carefully by each hospital. The solution is to use a fixture with an integral seat as suggested above. Some facilities feel this is too prison-like and choose to accept the risk of the movable seat. China fixtures themselves can be broken (both floor- and wall-mounted) and yield large, sharp shards.



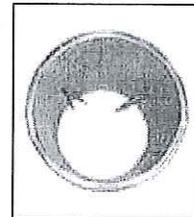
15. **Toilet fixtures made of solid surface material⁵³³ and stainless steel⁵³⁴ are available and are much more resistant to breaking. The stainless steel fixtures can be powder-coated for a less “institutional” appearance**



Toilet fixtures that will support the weight of bariatric patients⁵³⁶ are also available to withstand loads in excess of 2,500 pounds.



16. Patients in behavioral healthcare facilities have been known to use various materials to attempt to clog toilets. There is now a product to help simplify the removal of the material clogging the waste lines.⁵³⁷ This is installed in the waste line immediately adjacent to the fixture and is intended to catch the material at that location so it can be removed more easily by maintenance staff.



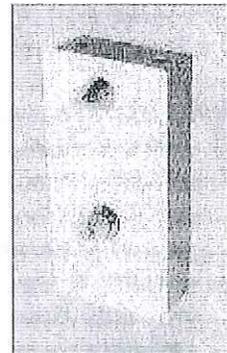
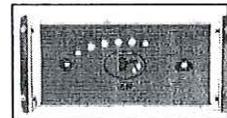
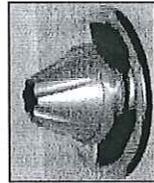
17. **Shower Control Valves** - NOTE: Provide **thermostatically limited hot water** to prevent accidental or intentional scalding in all patient-accessible toilet rooms.

a. Single knob mixing valves that provide minimal opportunity for tying anything around are preferred⁵⁵². These give the patients control of the water temperature and duration of flow.

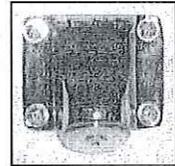
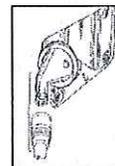
b. If it is only necessary to replace the valve handles and the valve itself is working properly, a replacement valve handle⁵⁵³ that can be adapted to a variety of valves might be considered.

c. If an ADA handicapped accessible valve is needed, the infrared-controlled, "no touch" valve⁵⁵¹ provides a range of water temperatures and the duration of flow.

d. One piece units that contain shower head and push button valves as a recessed soap dish⁵⁶⁰,⁵⁶¹ are available and work well for remodeling projects because they reduce the amount of repair needed for wall finishes. These are also available with removable hand held shower heads if needed for ADA purposes. The hand held shower heads should always be removed after every use and the bracket for mounting the hand held shower head should not be provided. The two button models provide some control of temperature, but does not allow control of the duration of water flow.



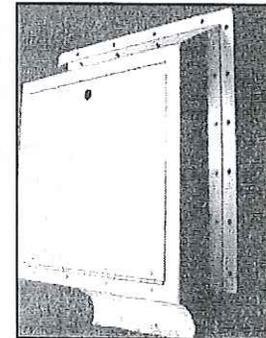
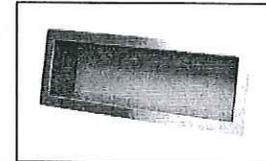
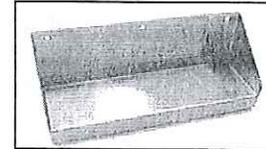
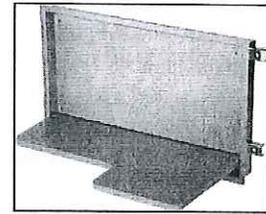
18. **Shower heads** should be institutional type⁵⁵⁰ and quick disconnect fittings should also be ligature resistant. If a hook is provided to hold the hand held shower head, it should be mounted on the part of the fitting that is removed when the hose is removed.



19. If a **diverter valve** is needed to change the water flow from the standard shower head to the hand held head, a ligature resistant diverter valve⁵⁵⁷ should be provided.



20. **Shower seats** that fold away typically have many tubes and brackets that are hazardous. If a folding shower seat is necessary, one without the tubes and brackets³⁸⁰ is suggested.
21. **Shelves** to hold miscellaneous items are often requested in shower stalls. A stainless steel suicide-resistant shelf^{370, 371} may be considered for these applications.
22. **Paper towel dispensers** in patient-accessible toilets are a concern if they have sharp edges and are not securely constructed. Some commercially available tri-fold dispensers are acceptable⁸³ in locations where high abuse is not anticipated.
23. **Existing tri-fold paper towel dispensers** may be left in use if desired and covered with a heavy-duty secure cover³⁴⁰.
24. Provide ground fault circuit interrupter (GFCI)-type electrical circuit breakers for all receptacles near sources of water such as lavatories, toilets, and showers.

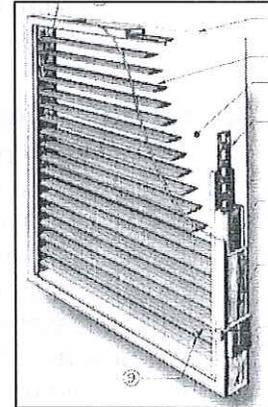


Level 5a. Admissions (especially emergency admissions which frequently occur at night and on weekends). A separate room that has direct access from both outside and inside the unit should be considered for this purpose. This allows for the patient to be brought directly into the admissions area without entering the unit directly. At admission, unit staff members know very little about the new patient and his or her trigger points. . A separate room avoids disrupting either the unit or the patient, due to the agitation of either. This room should be pleasant and welcoming and should be minimally furnished (with a minimum of loose pieces of furniture). The room should be large enough to allow for several staff to physically manage the patient if necessary. If possible, the admitting staff member should not be in the room alone with the patient. After the admitting process is complete, the patient can be taken through the second door and directly onto the unit.

- A. **Floors** - Same as activity rooms and lounges in Level #3 above.
- B. **Walls** - Same as patient rooms in Level #4 above.
- C. **Ceiling** - Same as patient rooms in Level #4 above.

D. Glass –

1. Same as in Level #4 above.
2. Provide small (12"x12" or 4"x24") view window in door to patient unit.
3. If privacy is desired on occasion, panels are available that can be changed from 50% transparent to 100% frosted by turning a key²²⁰ or concealed mini blinds may be used. .

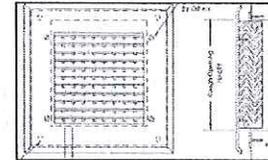


E. Hardware - Same as in Level #4 above.

F. Light fixtures - Same as in #4 above.

G. Fire sprinklers – institutional type – Same as in Level #4 above.

H. HVAC grilles - Fully recessed vandal-resistant grilles with S-shaped air passageways^{602, 603} .



I. Window covering hardware – Same as in Level #4 above.

J. Miscellaneous –

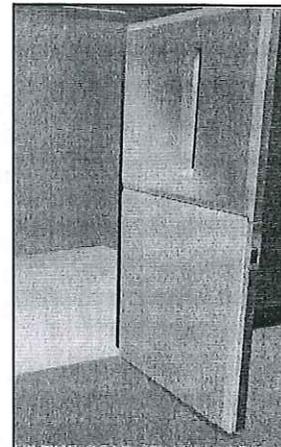
1. All Miscellaneous requirements listed for corridors in Level 2 above apply to this level also.
2. An emergency call button should be provided so the staff may summon additional staff if necessary.
3. "Baseboards" same as patient rooms in Level #4 above.

K. Furniture –

1. This room should have a built-in desk or table that is firmly attached to the floor or walls and contain a lockable file drawer for forms and a lockable box drawer for pens, pencils, staplers, etc. All loose items should be kept in drawers and out of sight. The furniture arrangement should locate the patients' chair so that the patient, when seated, will not be between the staff member and the door.
2. The computer, printer, and telephone should be located so they are not easily reached by the patient.

3. Seating should be fixed in place or heavy-weight as discussed above.

Level 5b. Seclusion Rooms – should be no less than 7 feet wide and no greater than 11 feet long and designed to minimize blind spots where patients cannot be observed by staff without entering the room. A minimum of a 9' ceiling height is preferred. The distance of the seclusion room from the nurse's station needs to be considered. The goal is to avoid excessive distance so that staff can be readily available as needed. The seclusion room door should open directly into an Anteroom to separate these activities from the other patients as well as provide access to a patient toilet to be used by these patients without entering the corridor.

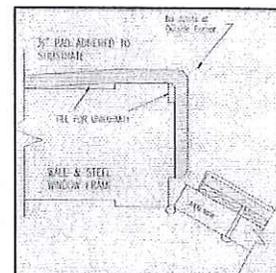


A. **Floor** – Continuous sheet vinyl with foam backing and heat-welded seams.²⁷²

B. **Walls** – Impact resistant gypsum board²³⁰ over $\frac{3}{4}$ " plywood on 20 gauge metal studs at 16" on center with high performance finish.²⁸⁰ If wall padding is desired, a Kevlar-faced or a heavy, heavy vinyl material with a 1 1/2" thick foam backing²⁷⁰ may be considered.



One facility has encountered issues with regulating authorities when using plywood for this purpose and has substituted 25 gauge sheet metal which stiffens the wall, is easily cut and does not require wider door frames.

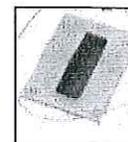


C. **Ceiling** – Impact resistant and/or abrasion resistant gypsum board^{23, 231}, painted at 9'-0" minimum height.

D. **Glass** – All glazing exposed to patients should be same as Level 2D above. This includes the exterior pane of any window accessible to patients from exterior courtyards

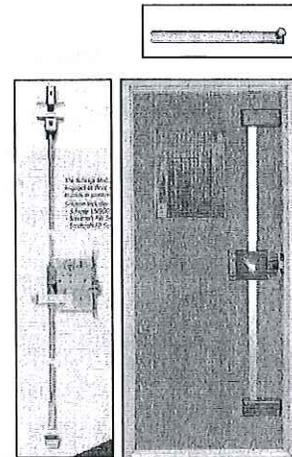
E. **Hardware** –

1. **Doors** – Commercial-grade steel doors that have a minimum clear width of 3'-8" and are hinged to open out of room with a polycarbonate²⁰¹ view window not to exceed 100 square inches.

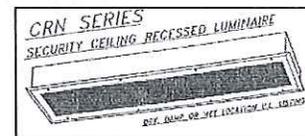


2. No exposed door hardware in the room.

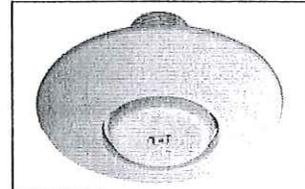
3. The Anteroom side shall have three point latching which may be individual bolts¹⁶² or included in one piece of hardware with a single lever to operate all three.¹⁶⁰ Consideration should be given to whether the facility wants to have hardware that latches immediately upon the door being closed or manual motion that is required to latch this door. If the door is self-latching, there may be increased risk of staff becoming locked in the room with a patient and a keyed cylinder may be required on the inside of the door.



- F. **Light fixtures** – Fully recessed, moisture resistant, vandal resistant type light fixtures⁶²⁰ in the ceiling are recommended.



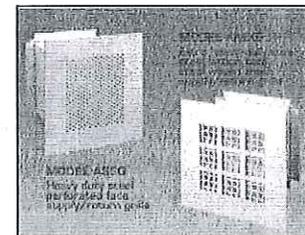
- G. **Fire sprinklers—institutional type** – Same as for in Level #4 above.



- H. **HVAC grilles** –
 1. Fully recessed vandal-resistant grilles with S-shaped air passageways⁶⁰².

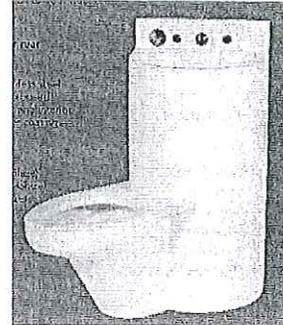
2. **Thermostats** should be digital-type mounted on wall in Anteroom with sensors in return air ducts serving the room.

- I. **Window Covering** – No window covering material or hardware should be accessible to the patient. All window coverings should be located behind safety glazing as described in Level 2D above. Mini-blinds, roller shades or other types of window covering may be used behind the safety glazing as long as only staff can operate the covering and no ligature attachment points are provided by the system. If electrically operated devices are chosen, controls should be located in the Ante Room.



J. Miscellaneous –

1. No electrical outlets, switches, thermostats, blank cover plates, or similar devices are permitted inside these rooms.
2. Toilets same as Toilets in Level 4B above or one piece⁵³⁹ stainless steel fixtures combining toilet and lavatory are preferred by some facilities.
3. Baseboards; No baseboards should be used in these rooms.
4. Install a convex mirror same as for glass in Corridors in Level 2 above. Locate the mirror in the upper corner of the room and opposite the seclusion room door. Make sure the mirror can be seen when viewing it from the window in the door. By installing this mirror, you are now providing staff with a 360-degree view of the room prior to opening the door. Care shall be taken to assure that the attachment is secure so the patient will not be able to remove it and have a weapon



SUMMARY

Thoughtful consideration of these design elements and materials by design professionals and healthcare professionals can result in a very aesthetically pleasing environment, which will enhance the treatment process and help maximize safety for all patients, staff, and visitors. It is strongly recommended that wall-hung lavatories, 2'x4' fluorescent light fixtures, paddle handle door hardware and many other items that are typically found in general hospitals **NOT** be used in behavioral health care facilities. The reasons that these are used in general hospitals typically do not exist in behavioral health care units. Their elimination will significantly reduce the institutional character of these facilities without increasing patient or staff safety. As stated in the introduction, this document is intended to represent best current practices, in the opinion of the authors, and does not establish minimum standards for these facilities.

APPENDIX

1a. Trash can liner

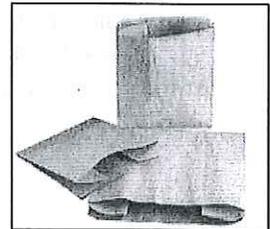
Sani-Liner; Paper Trash Can Liner

Sani-Liner®
Wisconsin Converting
Green Bay, WI
1-800-544-1935
www.wisconsinconverting.com

1b. Trash can liner

Weizel Security; SR851-S36 Breathable Trash Can Liners

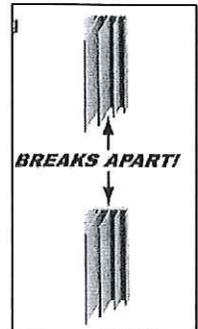
Weizel Security
800-308-362
<http://www.securingshospitals.com/>



10. Smoke Seals: Break-away

DHSI, Door and Hardware Systems, Inc.; Cush-N-Seal with break-away anti-ligature option

DHSI
17 Silver Street
Rochester, NY 14611
585-235-8543
<http://www.dhsi-seal.com/>



20a. Pick-Resistant Caulk

Pecora Corporation; DynaFlex SC

Pecora Corporation
165 Wambold Road
Harleysville, PA
800-532-6688
www.pecora.com

20b. Pick Resistant Sealants

Surebond; SB-190 Everseal

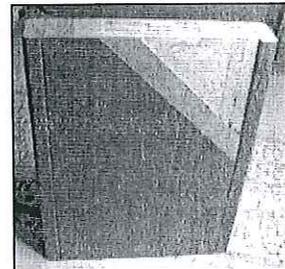
Surebond
3925 Stern Avenue
St. Charles, IL 60174
877-843-1818
www.surebond.com



25. Synthetic Door

C/S Acrovyn Doors

Construction Specialties.
3 Werner Way
Lebanon, NJ 08833
800-972-7214
<http://www.c-sgroup.com/>



30. Quick Release Hinge Door

Total Door; Quick Release Hinge Door

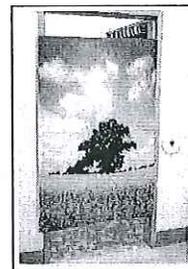
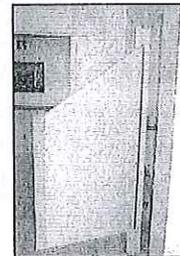
Total Door
6145 Delfield Dr.
Waterford, MI 48329
800-852-6660
www.total-door.com



40a. Patient Toilet Door

Norva Plastics, Inc.; Sentinel Event Reduction Door

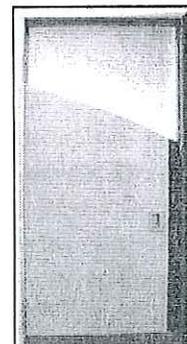
Norva Plastics, Inc.
3911 Killam Ave.
Norfolk, VA 23508
800-826-0758
www.norvaplastics.com



40b. Patient Toilet Door

Soft Suicide Prevention Door

Kennon Products, Inc.
Sheridan, WY
307-674-6498
<http://www.suicideproofing.com/>



40c. Patient Toilet Door

C/S Acrovyn Patient Safety Door

Construction Specialties.
3 Werner Way
Lebanon, NJ 08833
800-972-7214
<http://www.c-sgroup.com/>

40d. Patient Toilet Door **Weizel Security; SR826-S44 SafeSupport SR Bathroom Door Assembly**

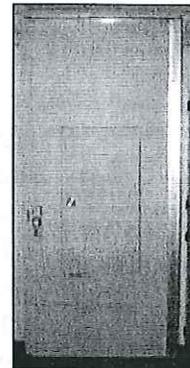
Weizel Security
800-308-362
<http://www.securingshospitals.com/>



44a. Wicket doors

Total Lock and Security; Wicket Door

Total Lock and Security
11772 Westline Industrial Drive
St. Louis, MO 63146
314-298-3433
www.totallock.com



44b. Wicket doors

C/S Acrovyn Doors

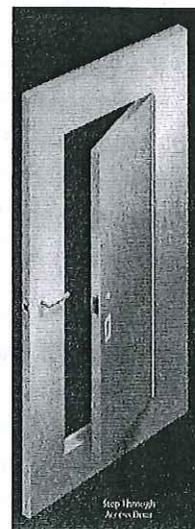
Construction Specialties.
3 Werner Way
Lebanon, NJ 08833
800-972-7214
<http://www.c-sgroup.com>



44c. Wicket doors

Ceco Door; Step through Access Door

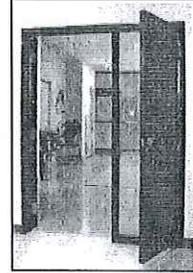
Ceco Door
9159 Telecom Drive
Milan, TN 38358
888-232-6462
www.cecodoor.com



47a. Security Sidelight

Curries Company; Security Sidelight

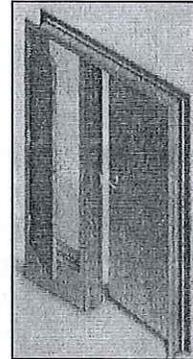
Curries Company
1502 12th St. NW
Mason City, IA 50401
641-423-1334
www.curries.com



47b. Security Sidelight

Ceco Door; Security Sidelight Unit

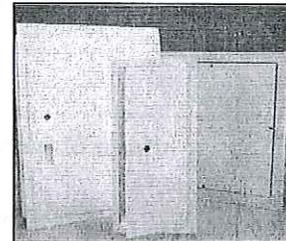
Ceco Door
9159 Telecom Drive
Milan, TN 38358
www.cecodoor.com



50. Access panel – lockable

J. L. Industries, Inc.; Standard SP Security Panel with mortise prep

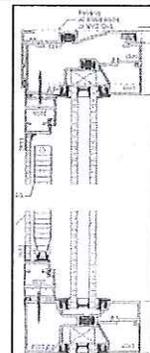
J.L. Industries, Inc.
4450 West 78th Street Circle
Bloomington, MN 55435
1-612-835-6850
www.jlindustries.com



430a. Aluminum window with integral blind

Manko Window Systems; 2450 Storefront with hinged sash and integral blind

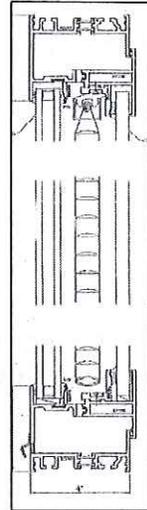
Manko Window Systems, Inc.
800 Hayes Drive
Manhattan, KS 66502
800-642-1488
www.mankowindows.com



430b. Aluminum window with integral blind

**Wausau Window Systems; 4000i-DT Psychiatric Windows with
integral blind**

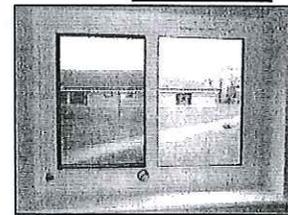
Wausau Window and Wall Systems
7800 International Drive
Wausau, WI 54401
877-678-2983
www.wausauwindow.com



434. Exterior Windows

Britplas; Safevent Windows

Britplas
Unit 18 Kingsland Grange
Woolston
Warrington
WA1 4RW
+44-1925-824317
www.britplas.com



80. Detention Security Screens

Kane Manufacturing Corporation

Kane Manufacturing Corp.
515 North Fraley Street
Kane, PA 16735
1-800-952-6399
<http://www.kanescreens.com/>

81. Stainless steel screen fabric

McMaster-Carr; Type 304 Stainless Steel, Standard Grade Woven Wire Cloth

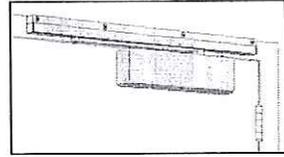
McMaster-Carr Supply Company
P.O. Box 4355
Chicago, IL 60680-4355
1-630-833-0300
www.mcmaster.com

100. Security arm door closers

LCN 4510T Series Security Track Closer

Ingersoll-Rand
Architectural Hardware
LCN Division
P.O. Box 100
121 West Railroad Avenue
Princeton, IL. 61356-0100
1-815-875-3111

<http://us.allegion.com/brands/lcn/Pages/default.aspx>

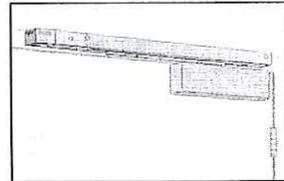


101. Sentronic closer

LCN Fire/Life Safety Series Sentronic closer

Ingersoll-Rand
Architectural Hardware
LCN Division
P.O. Box 100
121 West Railroad Avenue
Princeton, IL. 61356-0100
1-815-875-3111

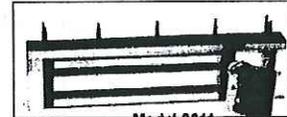
<http://us.allegion.com/brands/lcn/Pages/default.aspx>



110. Electromagnetic lock

Dynalock Corp. series 2011 Full Size Series

DynaLock Corporation
705 Emmett Street
P.O. Box 9470
Forestville, CT 06011-9470
1-877-DYNALOCK
www.dynalock.com

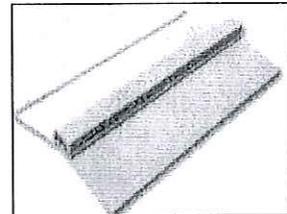


111a. Continuous Hinges – gear type

Hager – Roton Hinges, 780 Series

Hager Hinge Company
139 Victor Street
St. Louis, MO 63104
800-255-3590

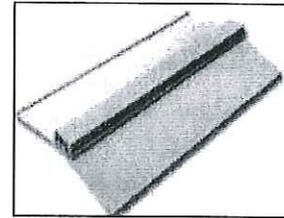
<http://www.hagerco.com/Product-Listing.aspx?CatID=152&SubCatID=189>



111b. Continuous Hinges – gear type

Ives 112HD Concealed Continuous Hinge

Ives
2720 Tobey Dr.
Indianapolis, IN 46219
877-613-8766

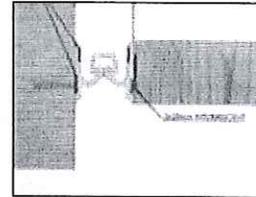


http://us.allegion.com/irst/pages/search.aspx?q=112HD&site=W3&client=W3&output=xml_no_dtd&ie=utf-8&entqr=0&oe=utf-8&ud=1&tlen=100&filter=0&getfields=Title&num=25&partialfields=Product%20SubCategory:Continuous.Product%20SubCategory:Hinges.Model:112HD.Document%20Type:Catalog&ip=10.84.18.132&access=p&sort=date:D:L:d1&Tab=Docs

113a. Double Acting Continuous Hinge

Weizel Security; 824-S60 SafeSupport SR Anti-Barricade Inswing DR Retro

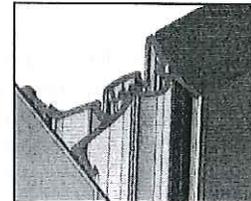
Weizel Security
800-308-362
<http://www.securingshospitals.com/>



113b. Double Acting Continuous Hinge

Pemko Double Swing Hinge

Pemko
P. O. Box 18966
Memphis, TN 38181
800-824-3018



<http://www.pemko.com/assets/literature/documents/80038%20Double%20Swing%20hinge%20ERS%209.27.13%20FINAL.pdf>

115a. Emergency Stop

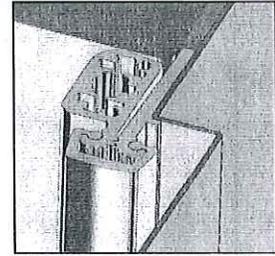
Weizel Security; SR824-S40 SafeSupport Anti-Barricade Hinged Stop

Weizel Security
800-308-362
<http://www.securingshospitals.com/>



115b. Emergency Stop
Pemko Double Swing Hinge

Pemko
P. O. Box 18966
Memphis, TN 38181
800-824-3018

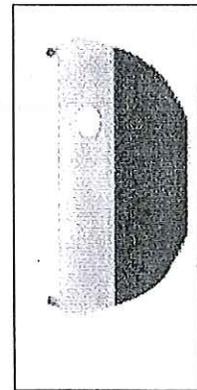


<http://www.pemko.com/assets/literature/documents/80038%20Double%20Swing%20hinge%20ERS%209.27.13%20FINAL.pdf>

120. Door pull

Ives Vandal Resistant Door Pull; VR910-DT

Build.com, Inc.
282 Convair Ave.
Chico, CA 95973
877-613-8766
<http://us.allegion.com/IRSTDocs/Catalog/109105.pdf>



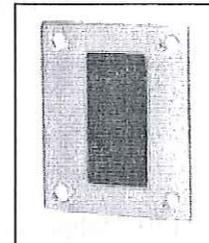
121a. Door pull, recessed

Stanley Hardware
480 Myrtle Street
New Britain, CT 06053
1-800-337-4393
www.stanleyworks.com

121c. Door Pull, recessed

Rockwood; D89 Heavy Duty Security Flush Pull

Rockwood Manufacturing Company
300 Main Street
Rockwood, PA 15557
800-458-2424
www.rockwoodmfg.com

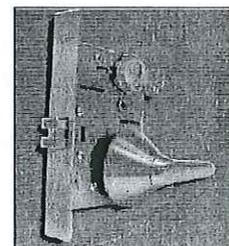


130a. Ligature Resistant Lever Handle Lockset

Stanley Hardware SPSL Anti Ligature Lockset

Best Access Systems
Stanley Security Solutions
6161 East 75th Street
Indianapolis, IN 46250

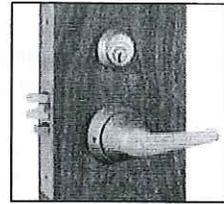
www.bestaccess.com/media/catalogs/BehavioralHealthcare.pdf



130b. Ligature Resistant Lever Handle Lockset

Townsteel, Inc.; Anti-Ligature Lever Lockset MRX-L-IP

Townsteel, Inc.
707 N Barranca Ave. Building 6
Covina, CA 91723
877-858-0888
<http://www.townsteel.com/>



130c. Ligature Resistant Lever Handle Lockset

Schlage "L" Series Mortise Lock w/Deco Lever

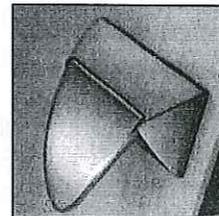
Allegion
Carmel, IN 46032 US
317.810.3459
<http://us.allegion.com/IRSTDocs/Brochure/106510.pdf>



137a. Push/Pull Locksets

Sargent Lock Company; 8200 with Push/Pull Trim (ALP)

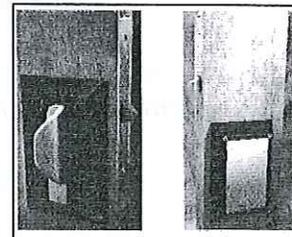
Sargent Manufacturing Company
100 Sargent Drive
P. O. Box 9725
New Haven, CT 06536-0915
1-800-727-5477
www.sargentlock.com



137b. Ligature Resistant Lockset

Accurate Lock and Hardware; Push/Pull Paddle Trim

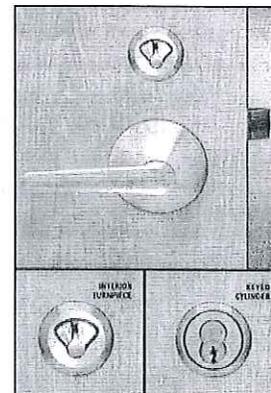
Accurate Lock and Hardware
1 Annie Place
Stamford, CT 06902
203-348-8865
www accuratelockandhardware.com



140. Patient Room Privacy Lockset

Stanley Security Solutions; Patient Room Privacy Lockset SPSL-ML-RF-16F-630 & SPSL-ML-LTF-16F-630

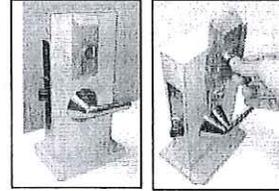
Stanley Security Solutions
6161 East 75th Street
Indianapolis, IN 46250
800-392-5209
www.stanleysecuritysolutions.com



141. Cylinder Protector

Stanley Security Solutions; Cylinder Protector

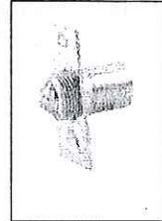
Stanley Security Solutions
6161 East 75th Street
Indianapolis, IN 46250
800-392-5209
www.stanleysecuritysolutions.com



145. Ball Catch

Ives - #347 Dual Adjustable Ball Catch

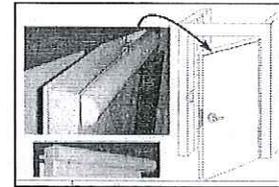
Ives
2720 Tobey Dr.
Indianapolis, IN 46219
877-613-8766
<http://us.allegion.com/IRSTDocs/Catalog/109107.pdf>



150a. Over door alarm

Stanley Hardware SEDA Door Alarm

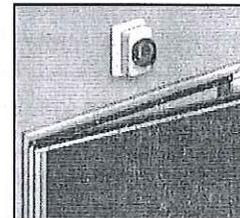
Best Access Systems
Stanley Security Solutions
6161 East 75th Street
Indianapolis, IN 46250
www.bestaccess.com/media/catalogs/BehavioralHealthcare.pdf



150b. Over door alarm

The Door Switch

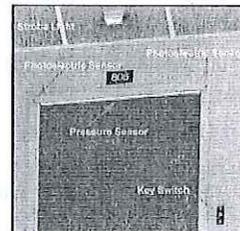
11772 Westline Industrial Drive
St. Louis, MO 63146
314-373-7214
<http://thedoorswitch.com/>



150c. Over door alarm

Door Control Services, Inc; Top Door Alarm

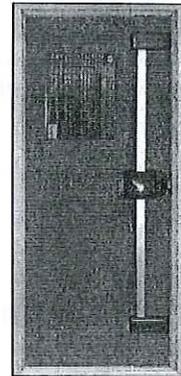
Door Control Services, Inc.
321 VZ County Road 4500
Ben Wheeler, TX 75754
800-356-2025
<http://www.doorcontrolsusa.com/pages/suicide-door-alarm>



160a. Seclusion Room Door Locks

Securitech – Seclusion Room Time-Out Lock

Securitech
54-45 44th Street
Maspeth, NY 11378
1-800-622-5625
www.securitech.com



160b. Seclusion Room Door Locks

Schlage; LM9000 Multipoint Solution

Allegion
11819 N. Pennsylvania Street
Carmel, IN 46032 US
877-671-7011
<http://us.allegion.com/IRSTDocuments/1/104833.pdf>



161. Surface mounted slide bolt

Stanley Hardware CD4060 solid brass 6inch long surface bolts

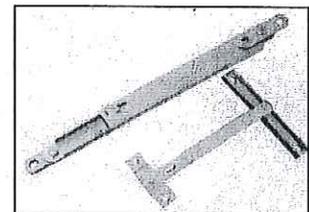
Stanley Hardware
480 Myrtle Street
New Britain, CT 06053
1-800-337-4393
www.stanleyworks.com



170. Life safety window hardware

Truth Hardware; Life Safety Window Hardware

Truth Hardware
700 West Bridge St.
Owatonna, MN 55060
1-800-866-7884
www.truth.com



190a. Window Film

3M; Scotchshield Ultra or ACE Security Laminates; 200 Series

3M Specified Construction Products Department
3M Center Building 225-4S-08
St. Paul, MN 55144
800-480-1704
http://solutions.3m.com/wps/portal/3M/en_US/Window_Film/Solutions/?WT.mc_i d=www.3m.com/windowfilm

190b. Window Film

ACE Security Laminates, 200 Series – High-end Safety

Ace/Security Laminates, Inc.
200 Isabella St., Ste. 500
Ottawa, ON, Canada
K1S 1V7
1-888-607-0000
www.smashandgrab.com

200a. Safety Glass

Oldcastle Building Envelope

Oldcastle Building Envelope
5631 Ferguson Drive
Los Angeles, CA 90022
320 3887 6000
www.oldcastlebe.com

200b. Safety Glass

Global Security Glazing – 9/16” Secur-Tem+Poly; #2117

Global Security Glazing
616 Selfield Road
Selma, AL 36703
(800) 633-2513
www.security-glazing.com

201a. Polycarbonate sheet glazing

SABIC brand “Lexan” MR10 Sheet with Margard II UV and Abrasion-Resistant Coating

SABIC Americas
www.sabic.com

201b. Polycarbonate sheet glazing

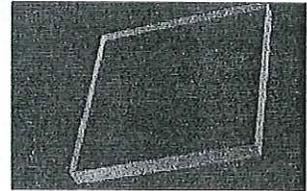
Sheffield Plastics - Makrolon GP Sheet

Sheffield Plastics
119 Salisbury Road
Sheffield, MA 01257
800-254-1707
www.sheffieldplastics.com

201c. Polycarbonate sheet glazing

Alro Plastics; Tuffak CM-2 with Abrasion-resistant coating

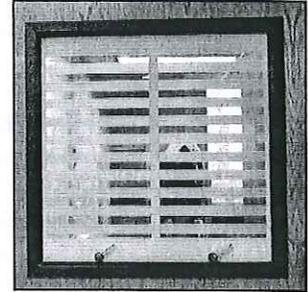
Alro Plastics
3100 E. High Street
Jackson, MI 49204
800-877-2576
<https://www.myalro.com/>



220a. Vision Panels

Vistamatic, LLC.; Vision Panels, key operation

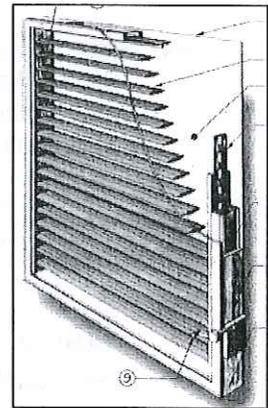
Vistamatic, LLC
7351 Wiles Road, Unit 202
Coral Springs, FL 33067
866-466-9525
<http://www.vistamaticvisionpanels.com/>



220b. Vision Panels

Unicel Architectural Corp.; mini blinds inside glass panels

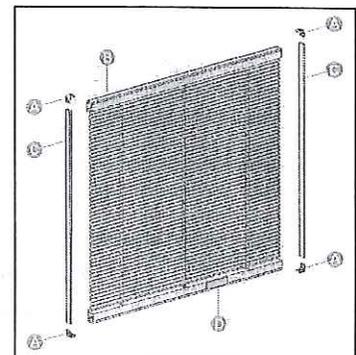
Unicel Architectural
2155 Fernand Lafontaine Blvd.
Longueuil, Quebec
J4G 2J4 Canada
800-668-1580
<http://www.unicelarchitectural.com/en/index.php>



220c. Vision Panels

Vistamatic, LLC.; Vision Panels, Between Glass Blinds

Vistamatic, LLC
5645 Coral Ridge Drive #279
Coral Springs, FL 33076
866-861-9135
<http://www.betweenglassblinds.com/>



230a. Impact Resistant Gypsum Board

USG; SHEETROCK® Brand Abuse-Resistant Gypsum Panels

USG

800-874-4968

<http://www.usg.com/content/usgcom/en.html>

230b. Impact-resistant wallboard wallboard

National Gypsum Hi-Impact Brand Fire Shield Wallboard

National Gypsum Company

2001 Rexford Road

Charlotte, NC 28211

1-704-365-7300

www.nationalgypsum.com

231a. Abrasion resistant wallboard

National Gypsum Hi-Abuse Brand Wallboard

National Gypsum Company

2001 Rexford Road

Charlotte, NC 28211

1-800-628-4662

www.nationalgypsum.com

232. Sound absorbing wallboard

Pabco Gypsum; QuietRock - sound absorbing gypsum board

Pabco Gypsum

Newark, CA

1-800-797-81592

www.quietrock.com

240. Wall Base

Flexco Health Design Wall Base

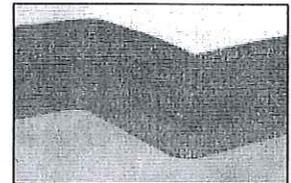
Flexco Corporation

1401 East 6th Street

Tuscumbia, AL 35674

800-633-3151

<http://www.flexcofloors.com/>



241a. Wall Base

Roppe Visuelle Wall Base

Roppe Corporation, USA

1602 North Union Street

Fostoria, OH 44830

800-5379527

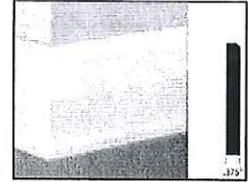
www.roppe.com



241b. Wall Base

Johnsonite "Millwork" Contoured Wall Base - Mandalay

Roppe Corporation, USA
1602 North Union Street
Fostoria, OH 44830
800-5379527
www.roppe.com



245a. Sheet vinyl flooring

Armstrong World Industries, Inc. Commercial Flooring, vinyl, homogeneous

Armstrong World Industries, Inc.
P.O. Box 3001
Lancaster, PA 17604
1-877-ARMSTRONG
<http://www.armstrong.com>

246. Vinyl floor tile

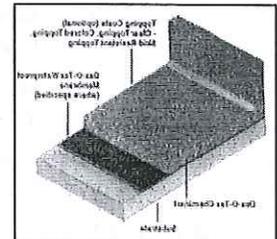
Armstrong World Industries, Inc. Commercial Flooring, vinyl composition tile

Armstrong World Industries, Inc.
P.O. Box 3001
Lancaster, PA 17604
1-877-ARMSTRONG
<http://www.armstrong.com>

250a. Seamless floors and base

Dex-O-Tex Cheminert "K" Flooring

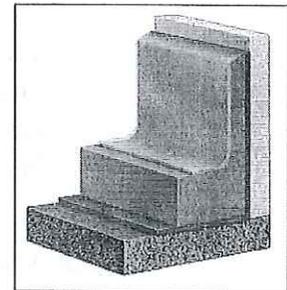
Dex-O-Tex
Division of Crossfield Products Corp.
140 Valley Road
Roselle Park, NJ 07204
908-245-2800
www.dexotex.com



250b. Seamless floors and base

Dur-A-Flex Flooring

Dur-A-Flex, Inc.
95 Goodwin Street
East Hartford, CT 06108
800-253-3539
1-908-245-2800
<http://dur-a-flex.com/>: 800



255. Carpet

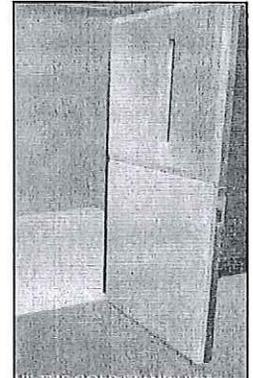
Lees Bello IV Collection

Lee's Carpets
3330 W. Friendly Avenue
Greensboro, NC 27410
336-379-3897
www.leescarpets.com

270a. Wall Padding

Marathon Engineering Corporation; Gold Medal Safety Padding

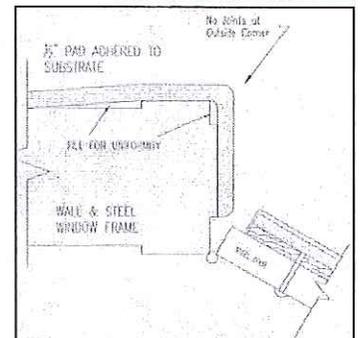
Marathon Engineering Corporation
5615 2nd Street West
Leigh Acres, FL 33971
239-303-7378
<http://goldmedalsafetypadding.com/>



270b. Wall Padding

Padded Surfaces

Padded Surfaces
5323 W. Minnesota Street
Indianapolis, IN 46241
888-243-8788
<http://paddedsurfaces.com/>



272. Seclusion room wall & floor material

Lonseal, Inc. LonFloor plain, smooth

Lonseal, Inc.
928 East 238th Street, Building A
Carson, California 90745
1-800-832-7111
www.lonseal.com

280. Deco Coat

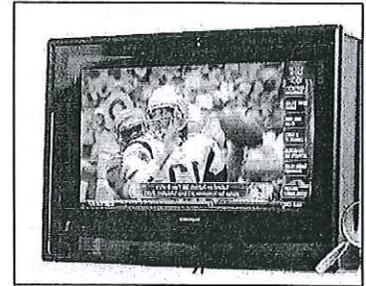
Sto-ex, Inc.; DecoCoat

Sto-ex, Inc.
3932 N Greenbrooke Dr. SE
Kentwood, MI 49512
1-800-782-3162
www.sto-ex.com

290. TV Enclosure – suicide resistant

Behavioral Safety Products; Suicide Resistant Protective TV Enclosure

Behavioral Safety Products
29A N. Main St., Suite 3
Watkinsville, GA 30677
706-705-1500
www.besafepro.com



300. Room Signs

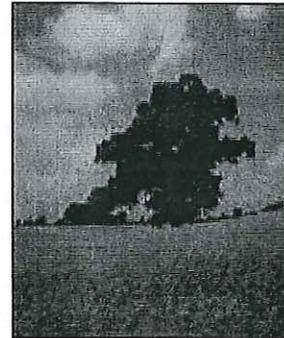
2/90 Sign Systems – Flxsigns

2/90 Sign Systems
5350 Corporate Grove Blvd. SE
Grand Rapids, MI 49512
800.777.4310
www.290signs.com

301. Vinyl Art Work

Vinyl printed art work

Kennon Products, Inc.
Sheridan, WY
307-674-6498
<http://www.suicideproofing.com/>



302a. Ligature Resistant Frames

Custom Design Frameworks; Solid Surface frames

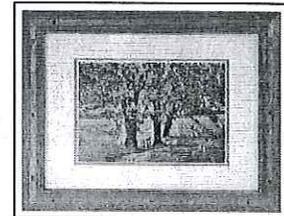
Custom Design Frameworks
3998 Fox Hunter Lane
Mechanicsville, VA 23111
804-476-4233
<http://www.customdesignframeworks.com/>



302b. Ligature Resistant Frames

Behavioral Safety Products; Ligature Resistant Art Frame #AF550

Behavioral Safety Products
29A N. Main St., Suite 3
Watkinsville, GA 30677
706-705-1500
www.besafepro.com



320 Synthetic wall material

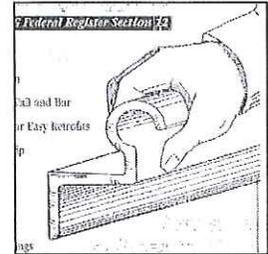
Avonite Solid Surface Wall Panels

Avonite
1945 Highway 304
Belen, NM 87002
1-800-4-AVONITE
www.avonitesurfaces.com

332a. Grab Bar

Cascade Specialty Hardware; SafeBar

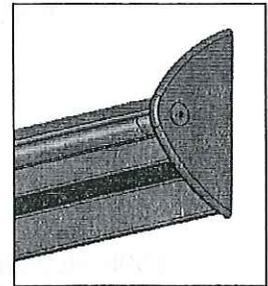
Cascade Specialty Hardware, Inc.
1413 Lincoln Avenue
Vancouver, WA 98660
360-823-3995
<http://www.cascadesh.com/>



332b. Grab Bars

Weizel Security; SafeBar Grab Bar

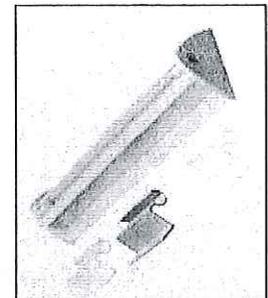
Weizel Security
800-308-3627
<http://www.securingshospitals.com/>



332c. Grab Bar

Northwest Specialty Hardware, Inc.; SecurityBar

Northwest Specialty Hardware, Inc.
15865 SE 1143th Avenue, Suite C
Clackamas, OR 97015
503-557-1881
<http://www.northwestsh.com/>



335. Grab bars

Weizel Security; Safe Grab Bar and Self-Draining Grab Bar

Weizel Security
800-308-3627
<http://www.securingshospitals.com/>



337. Grab Bars - Vertical

Odd Ball Industries; Vertical Grab Bar

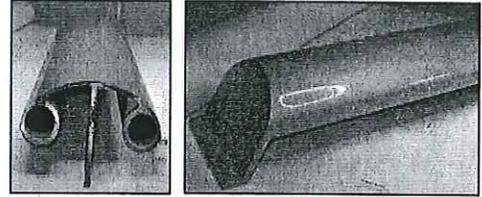
Odd Ball Industries Mfg. Co., Inc.

P.O. Box 376

Greenlawn, NY 11740

1-631-754-0400

www.oddballindustries.com



cross section with finished end

340. Paper Towel Dispenser

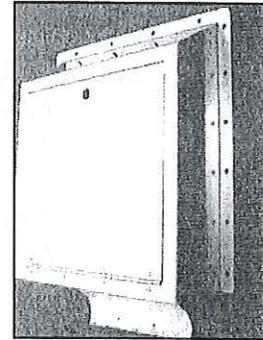
Weizel Security; Paper Towel Dispenser

Model 11-100-10-010

Weizel Security

800-308-3627

<http://www.securingshospitals.com/>



350a. Robe hook – break-away

Odd Ball Industries; SP6 Robe/Towel Hook

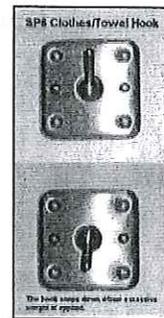
Odd Ball Industries Mfg. Co., Inc.

P.O. Box 376

Greenlawn, NY 11740

1-631-754-0400

www.oddballindustries.com



350b. Robe hook – break-away

Bradley Corporation – B983 Vandal Resistant Clothes Hook

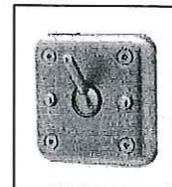
Bradley Corporation

P.O. Box 309

Menomonee Falls, WI 53052

1-800-BRADLEY

www.bradleycorp.com



360. Security Mirrors

American Specialties, Inc.; Roval Inter-Lok stainless steel framed mirror

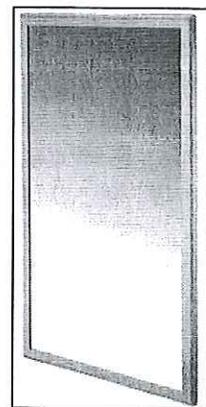
American Specialties, Inc.

441 Saw Mill River Road

Yonkers, NY 10701

914-476-9000

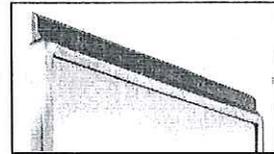
<http://www.americanspecialties.com/>



361. Mirror Guard

Odd Ball Industries; Mirror Guard

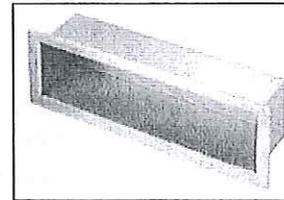
Odd Ball Industries Mfg. Co., Inc.
P.O. Box 376
Greenlawn, NY 11740
1-631-754-0400
www.oddballindustries.com



370a. Recessed shelf

Bradley Corporation – SA47 Recessed Shelf

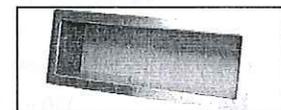
Bradley Corporation
PO. Box 309
Menomonee Falls, WI 53052
1-800-BRADLEY
www.bradleycorp.com



370b. Recessed shelf

Norix Group Inc.; Recessed Stainless Steel Shelf

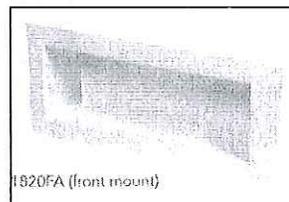
Norix Group, Inc.
1000 Atlantic Drive
West Chicago, IL 60185
1-800-234-4900
www.norix.com



370c. Recessed shelf

Whitehall Manufacturing; Bestcare Bathroom Accessory Solutions Model Number 1820-FA (front mount)

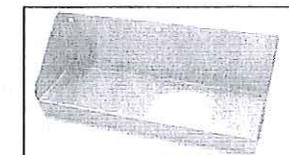
Whitehall Manufacturing
P.O. Box 3257
City of Industry, CA 91744
1-800-782-7706
www.whitehallmfg.com



371a. Suicide resistant shelf

Norix; Suicide Resistant Stainless Steel Shelf

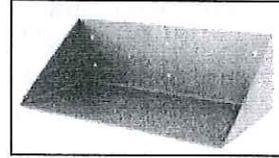
Norix Group, Inc.
1000 Atlantic Drive
West Chicago, IL 60185
1-800-234-4900
www.norix.com



371c. Shelf – surface mounted

Bradley Corporation – SA56 Surface Mounted Shelf

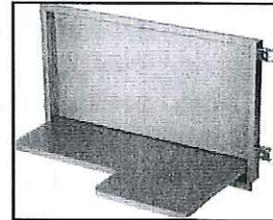
Bradley Corporation
PO. Box 309
Menomonee Falls, WI 53052
1-800-BRADLEY
www.bradleycorp.com



380. Shower Seat

Norix; ADA Shower Seat

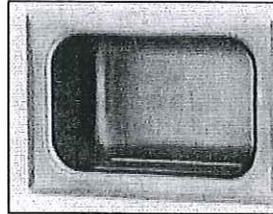
Norix Group, Inc.
1000 Atlantic Drive
West Chicago, IL 60185
1-800-234-4900
www.norix.com



390a. Soap Dish

Norix Group Inc.; Recessed Soap Dish

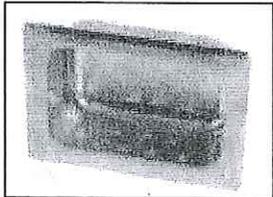
Norix Group, Inc.
1000 Atlantic Drive
West Chicago, IL 60185
1-800-234-4900
www.norix.com



390b. Soap Dish

Brey-Krause Manufacturing Co.; Recessed Soap Dish S-2632-SS

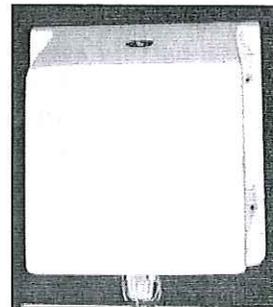
Brey-Krause Manufacturing Co.
1209 W. Lehigh Street
Bethlehem, PA 18018 USA
Phone - 610.867.1401
www.breykrause.com



391a. Soap Dispenser

Norva Plastics – Soap Dispenser

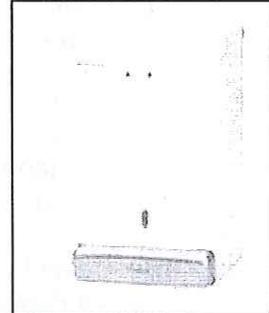
Norva Plastics, Inc
3911 Killam Ave.
Norfolk, VA 23508
800-826-0758
www.norvaplastics.com



391b. Liquid soap dispenser

Saniflow; Soap Dispenser Medigel

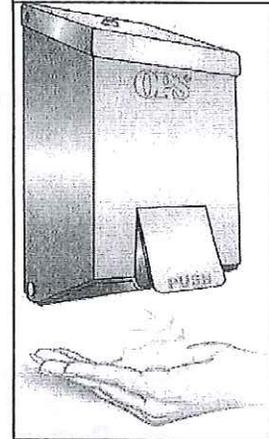
Saniflow Corp.
2655 Le Jeune Road, Suite 810
Coral Gables, FL 33134
1-877-222-9125
<http://www.saniflo.com/>



391c. Liquid soap dispenser

Archer Manufacturing; OPS 1-Touch Dispenser

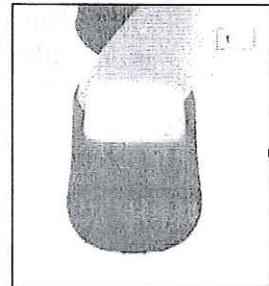
Archer Manufacturing
Danville, CA
800-796-5545
<http://www.vandalproof.org/>



393. Paper Soap

NPW USA; Paper Soap and Shampoo

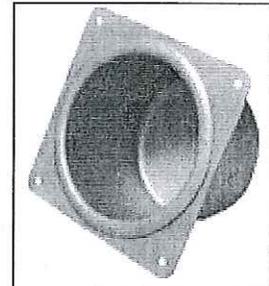
NPW USA
1205 Hilltop Parkway
Steamboat Springs, CO 80487
970-879-5242
www.npw-usa.com



400b. Toilet Paper Holder

Odd Ball Industries; SP-5 Toilet Paper Holder

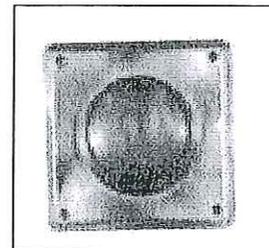
Odd Ball Industries Mfg. Co., Inc.
P.O. Box 376
Greenlawn, NY 11740
1-631-754-0400
www.oddballindustries.com



400c. Toilet Paper Holder

Brey-Krause Manufacturing Co.; Recessed Soap Dish S-2632-SS

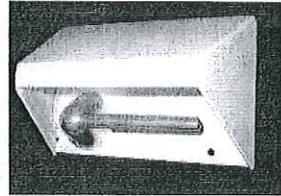
Brey-Krause Manufacturing Co.
1209 W. Lehigh Street
Bethlehem, PA 18018 USA
Phone - 610.867.1401
www.breykrause.com



402. Toilet Paper Holder

**Cascade Specialty Hardware; Safety Toilet Paper Holder,
Model C-400**

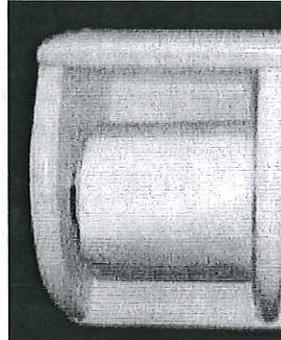
Cascade Specialty Hardware, Inc.
1413 Lincoln Avenue
Vancouver, WA 98660
360-823-3995
<http://www.cascadesh.com/>



403. Toilet paper holder

Norva Plastics – Soap Dispenser

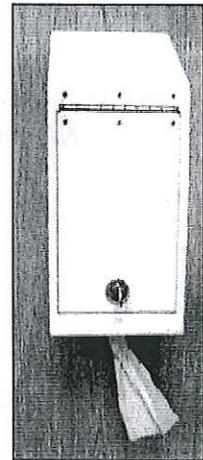
Norva Plastics, Inc
3911 Killam Ave.
Norfolk, VA 23508
800-826-0758
www.norvaplastics.com



404. Toilet Paper Holder

**Weizel Security; 817-S59 SafeSupport SR Maryland TP
Dispenser.**

Weizel Security
800-308-3627
<http://www.securingshospitals.com/>



410a. Lav Shield

Truebro, IPS Corporation

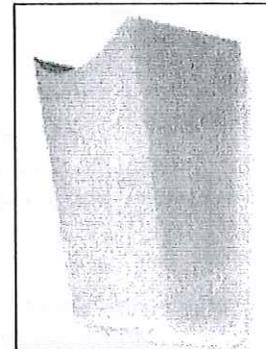
Truebro
202 Industrial Park Lane
Collierville, TN 38017
<http://www.truebro.com/plumbing/truebro/lavshield>



410b. Lav Shield

Weizel Security; SR831-S27 SafeSupport SR Undersink Enclosure

Weizel Security
800-308-3627
<http://www.securingshospitals.com/>

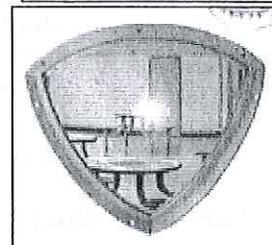


10 86 00 –Security Mirrors and Domes

420a. Convex Mirrors

Norix Group Inc.; Duarvision, Model QD18

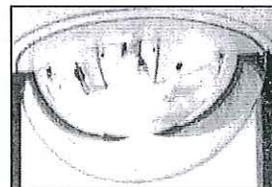
Norix Group, Inc.
1000 Atlantic Drive
West Chicago, IL 60185
1-800-234-4900
www.norix.com



420b. Convex mirrors

Weizel Security; SR815-S51 SafeSupport Steel Dome Mirror

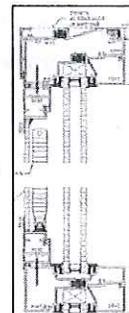
Weizel Security
800-308-3627
<http://www.securingshospitals.com/>



430a. Aluminum window with integral blind

Manko Window Systems; 2450 Storefront with hinged sash and integral blind

Manko Window Systems, Inc.
800 Hayes Drive
Manhattan, KS 66502
800-642-1488
www.mankowindows.com



430b. Aluminum window with integral blind

Wausau Window Systems; 4000i-DT window with integral blind

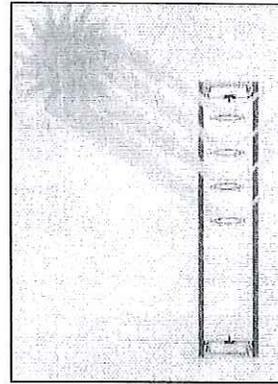
Wausau Window and Wall Systems
7800 International Drive
Wausau, WI 54401
877-678-2983
www.wausauwindow.com



430c. Aluminum window with integral blind

Unicel Architectural Corp.; mini blinds inside glass panels

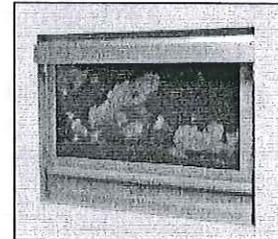
Unicel Architectural
2155 Fernand Lafontaine Blvd.
Longueuil, Quebec
J4G 2J4 Canada
800-668-1580
<http://www.unicelarchitectural.com/en/index.php>



440a. Roller Blinds

Webb Shade; Level-Lok

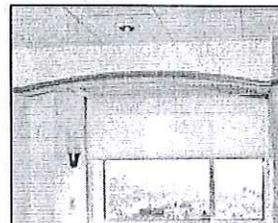
Webb Designs, Inc.
P. O. Box 1405
El Cajon, CA 92022
800.262.9322
www.webbshade.com



440b. Roller Blinds

Draper, Inc.; FlexShades for Healthcare Facilities

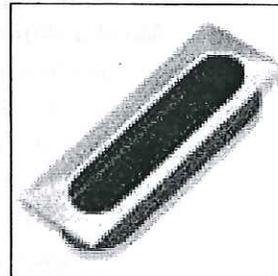
Draper, Inc.
411 South Pearl Street
Spiceland, IN 47385
800-238-7999
www.draperinc.com



460b. Cabinet Pulls

Sugatsune America, Inc.; UT-105/S

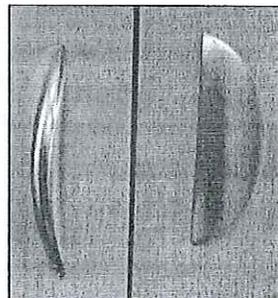
Sugatsune America, Inc.
18101 Savarona Way
Carson, CA 90746
800-562-5267
<http://www.sugatsune.com/>



460d. Cabinet pulls

Hafele; Modern Zinc Handles – 104.66.200

Hafele
800-423-3531
<http://www.hafele.com/us/index.htm>



465a. Cabinet Locks – Keyless

CompX Security Products; eLock Series

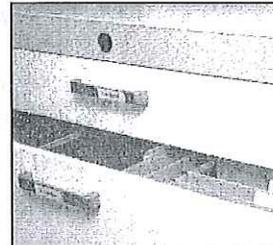
CompX Security Products
Mauldin, SC
864-297-6655
www.compX.com



465b. Cabinet Locks – Keyless

Hafele; dialock

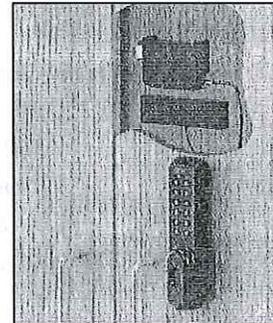
Hafele America Co.
3901 Cheyenne Drive
Archdale, NC 27263
800-423-3531
<http://www.hafele.com/us/index.htm>



465c. Cabinet Locks – Keyless

CompX Security Products; 100 Series Cabinet Locks

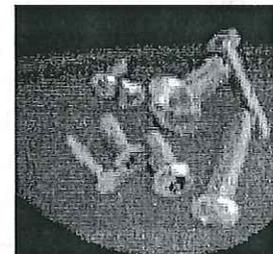
CompX Security Products
P. O. Box 200
Mauldin, SC 29662
864-297-6655
www.compx.com



470a. Tamper-resistant screws

Tamperproof Screw Company, Inc.

Tamperproof Screw Company, Inc.
30 Laurel Street
Hicksville, NY 11801
516-931-1616
www.tamperproof.com



470b. Tamper-resistant screws

**Northwest Specialty Hardware, Inc.; Security Pin Torx
Screws and Bits**

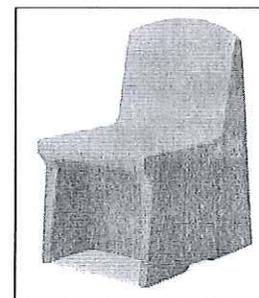
Northwest Specialty Hardware, Inc.
15865 SE 1143th Avenue, Suite C
Clackamas, OR 97015
503-557-1881
<http://www.northwestsh.com/>



480. Sand ballasted seating

Norix Group Inc.; Ultra-Max Series

Norix Group, Inc.
1000 Atlantic Drive
West Chicago, IL 60185
1-800-234-4900
www.norix.com



481a. Light weight seating

Norix Group Inc.; Integra Series

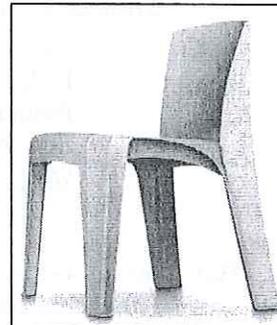
Norix Group, Inc.
1000 Atlantic Drive
West Chicago, IL 60185
1-800-234-4900
www.norix.com



481b. Light weight seating

Cortech; RazorBack Chair

Cortech Correctional Technologies, Inc.
7530 Plaza Court
Willowbrook, IL 60527
800-571-0770
www.cortechusa.com



481c. Light weight seating

Moduform; Stackable chairs

Moduform
172 Industrial Road
Fitchburg, MA 01420
800-221-6638
www.mycorrectionalfurniture.com



482a. Upholstered seating

Norix Group Inc.; Sierra Series

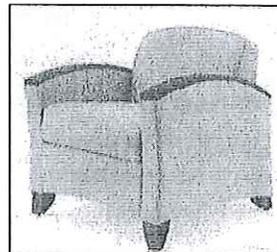
Norix Group, Inc.
1000 Atlantic Drive
West Chicago, IL 60185
1-800-234-4900
www.norix.com



482b. Upholstered Seating

Nemschoff; Meridian Chair

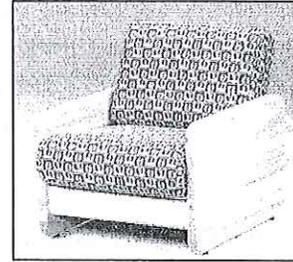
Nemschoff
909 North 8th Street
Sheboygan, WI 53081
920-459-1205
<http://www.nemschoff.com/>



482c. Upholstered Seating

Blockhouse Contract Furniture Company; Endurance Series

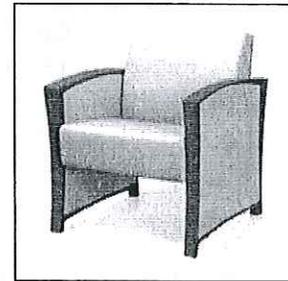
Blockhouse Contract Furniture Company
3285 Farmtrail Road
York, PA 17406
800-346-1126
<http://www.blockhouse.com/>



482d. Upholstered Seating

Spec Furniture Inc. – Dignity Series

Spec Furniture Inc.
888-761-7732
<http://www.specfurniture.com/>



483c. PVC molded seating

Norix Group Inc.; Forte' roto-molded upholstered chairs with wood base or sand ballasted base

Norix Group, Inc.
1000 Atlantic Drive
West Chicago, IL 60185
1-800-234-4900
www.norix.com



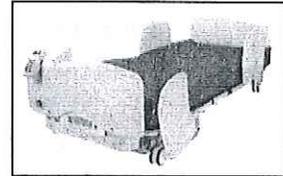
483d. PVC molded seating

Norix Group Inc.; Hondo Nuevo

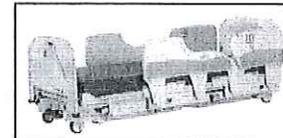
Norix Group, Inc.
1000 Atlantic Drive
West Chicago, IL 60185
1-800-234-4900
www.norix.com



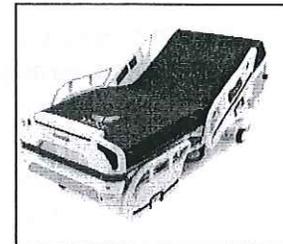
490a. Electrically adjustable hospital bed
Sizewise Behavioral Health Bed
Sizewise
1600 Genessee, Suite 950
Kansas City, MO 64102
800-814-9389
www.sizewise.net



490b. Electrically adjustable hospital bed
CHG Spirit Bed with Mental Health Package
CHG Hospital Beds
153 Towerline Place
London, ON N6E 2T3
866-516-5446
www.chgbeds.com

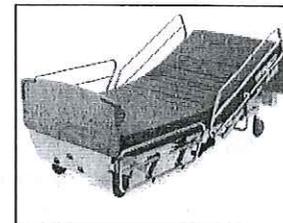


490c. Electrically adjustable hospital bed
Stryker; S3 Med/Surg Bed
Stryker
3800 East Centre Avenue
Portage, MI 49002
269-385-2600
[https://www.stryker.com/en-](https://www.stryker.com/en-us/products/PatientHandlingEMSandEvacuationEquipment/index.htm)



[us/products/PatientHandlingEMSandEvacuationEquipment/index.htm](https://www.stryker.com/en-us/products/PatientHandlingEMSandEvacuationEquipment/index.htm)

491. Manually adjustable hospital bed
Stryker; Psych Bed
Stryker
3800 East Centre Avenue
Portage, MI 49002
269-385-2600



[http://www.stryker.com/en-](http://www.stryker.com/en-us/products/PatientHandlingEMSandEvacuationEquipment/Beds/Med)

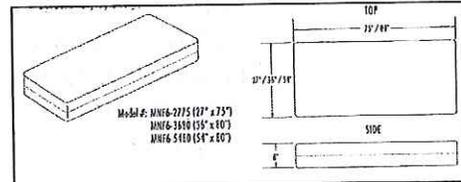
[us/products/PatientHandlingEMSandEvacuationEquipment/Beds/MedSurgBeds/PsychBed/index.htm](http://www.stryker.com/en-us/products/PatientHandlingEMSandEvacuationEquipment/Beds/MedSurgBeds/PsychBed/index.htm)

492a. Behavioral Health Mattresses
Derby Industries; Secure Care Pinnacle Mattresses
Derby Industries
24350 State Road 23 South
South Bend, IN 46614
866-233-4500
<http://www.derbyindustries.com/>

492b. Behavioral Health Mattresses

Norix; Comfort Shield Mattresses

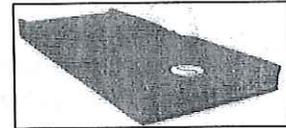
Norix Group, Inc.
1000 Atlantic Drive
West Chicago, IL 60185
1-800-234-4900
http://www.norix.com/comfort_shield.asp



492c. Behavioral Health Mattresses

Sizewise Victory Series Mattresses

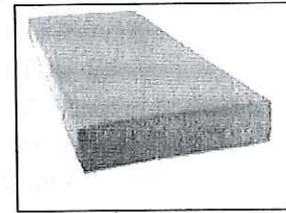
Sizewise
1600 Genessee, Suite 950
Kansas City, MO 64102
800-814-9389
www.sizewise.net



492d. Behavioral Health Mattresses

**American Innovation Products; Behavioral Health
Mattress with Bed Bug Protection & BioArmour™
Infection Control Composite Lamination Surface**

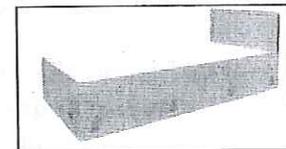
American Innovation Products
12004 Trinity Road
Trinity, NC 27370
Phone: 814-490-0660
<http://www.americaninnovationproducts.com/>



493a. Platform Bed

Norix Group Inc.; Roto Cast Series

Norix Group, Inc.
1000 Atlantic Drive
West Chicago, IL 60185
1-800-234-4900
www.norix.com



493b. Patient Room Furniture

Hill-Rom, Harbor Glen Series

Hill-Rom
Batesville, IN 47006
1-812-934-7777
[http://www.hill-](http://www.hill-rom.com)

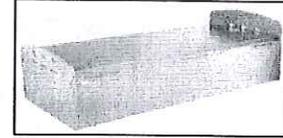


[rom.com/usa/Products/Category/Furniture/Case-Goods/Speciality-Furniture/](http://www.hill-rom.com/usa/Products/Category/Furniture/Case-Goods/Speciality-Furniture/)

493c. Platform bed

CHG Mental Health Platform Bed

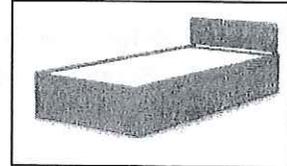
CHG Hospital Beds
153 Towerline Place
London, ON N6E 2T3
866-516-5446
www.chgbeds.com



493d. Platform bed

Nemschoff; Platform Bed BHBP/68 and BHHD/68

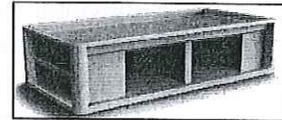
Nemschoff
909 North 8th Street
Sheboygan, WI 53081
920-459-1205
<http://www.nemschoff.com/>



493e. Platform bed

Cortech; Endurance Series

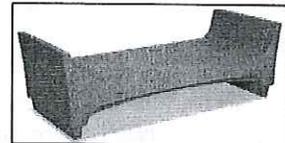
Cortech Correctional Technologies, Inc.
7530 Plaza Court
Willowbrook, IL 60527
800-571-0770
<http://www.cortechusa.com/shop/uncategorized/endurance-bed/>



494a. Platform Bed - lift accessible

Norix; Sleigh Bed

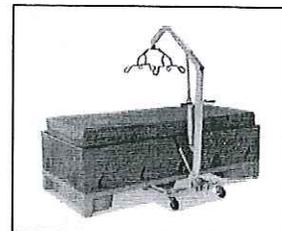
Norix Group, Inc.
1000 Atlantic Drive
West Chicago, IL 60185
1-800-234-4900
www.norix.com



494b. Platform Bed Riser - lift accessible

Norix; Platform Bed Riser

Norix Group, Inc.
1000 Atlantic Drive
West Chicago, IL 60185
1-800-234-4900
www.norix.com



495a. Patient Room Furniture

Blockhouse Contract Furniture Company; Vista Casegoods

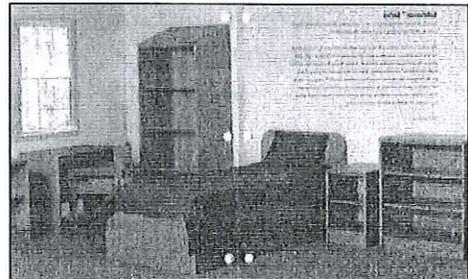
Blockhouse Contract Furniture
Company
3285 Farmtrail Road
York, PA 17406
800-346-1126
www.blockhouse.com



495b. Patient room furniture

Norix- Safehouse Series

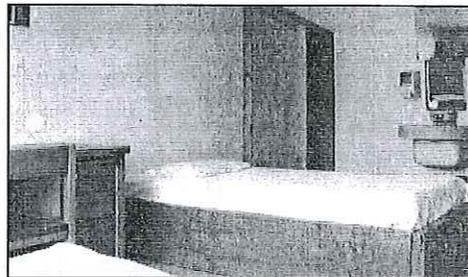
Norix Group, Inc.
1000 Atlantic Drive
West Chicago, IL 60185
1-800-234-4900
www.norix.com



495c. Patient room furniture

This End Up Furniture Company, Inc.; Safe and Tough

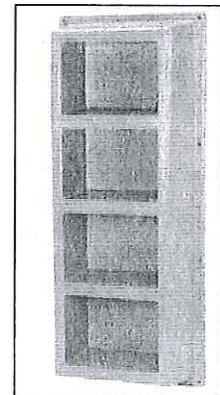
This End Up Furniture Company, Inc.
500 N. 7th Street
Sanford, NC 27331
800-979-4579
www.thisendup.com



495e. Patient Room Furniture

Norix Group Inc.; Attenda Series

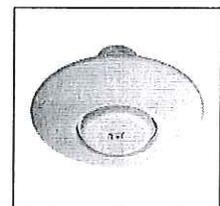
Norix Group, Inc.
1000 Atlantic Drive
West Chicago, IL 60185
1-800-234-4900
www.norix.com



520a. Fire Sprinklers

Tyco Fire and Building Products; Raven Fire Sprinkler Head

Tyco Fire And Building Products
451 N. Cannon Avenue
Lansdale, PA 19446
215-362-0700
<http://www.tyco->

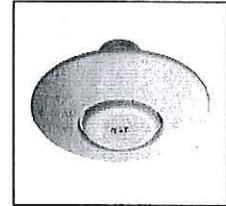


fire.com/index.php?P=show&id=TFP651_08_2013&B=&BK=product&SB=S6

520b. Fire Sprinklers

Weizel Security; SR819-S17 SafeSupport SR Sprinkler

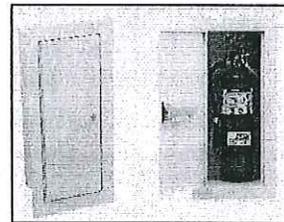
Weizel Security
800-308-3627
<http://www.securingshospitals.com/>



521a. Fire Extinguisher Cabinet

**Whitehall Manufacturing; Facility Safety Solutions
Model Number 1704-F**

Whitehall Manufacturing
P.O. Box 3257
City of Industry, CA 91744
1-800-782-7706
www.whitehallmfg.com



530a. Toilet fixture – floor mounted, back outlet

**American Standard; Neolo 2531.116 Elongated Flush
Valve Bowl, Floor Mounted, Back Outlet, Concealed
Back Spud Bowls, integral seat**

American Standard
P. O. Box 6820
1 Centennial Way
Piscataway, NJ 08855-6820
1-800-442-1902
www.americanstandard-us.com/



530b. Toilet fixture – floor mounted, back outlet

**Eljer; Newark Flush Valve Bowl 111-0527 Elongated Flush Valve Bowl, Floor
Mounted, Back Outlet, Concealed Back Spud Bowls, integral seat**

Eljer Plumbingware, Inc.
14801 Quorum Drive
Dallas, TX 75254
1-800-423-5537
<http://www.eljer.com/>

531. Toilet fixture, ADA– floor mounted, back outlet

Crane Plumbing; Sanwalton Elongated Flush Valve Bowl, Floor Mounted, Back Outlet, Concealed Back Spud Bowls, Model 31082 with integral seat or 31083 with holes for movable seat

Crane Plumbing
41 Cairns Road
Mansfield, OH 44904
1-800-442-1902
www.cranepumbing.com



533. Solid Surface Toilet Fixture

Wallgate Products; Solid Surface WCs

Wallgate Products
44(0)1722-744-594
www.wallgate.com/products.php?product=wcs



534a. Stainless steel toilet

Willoughby Industries ETW-1490 Series

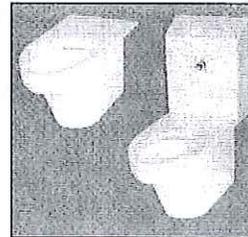
Willoughby Industries
2210 West Morris Street
Indianapolis, IN 46221
800-428-4065
www.willoughby-ind.com



534b. Toilet Fixture - stainless steel

Whitehall Manufacturing; Bathroom Solutions Model Number 2142

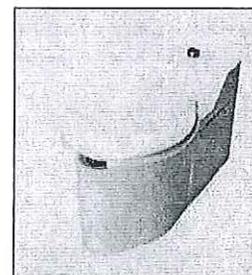
Whitehall Manufacturing
P.O. Box 3257
City of Industry, CA 91744
1-800-782-7706
www.whitehallmfg.com



536. Bariatric Toilet Fixtures

Willoughby Healthcare Products; Bariatric Toilet

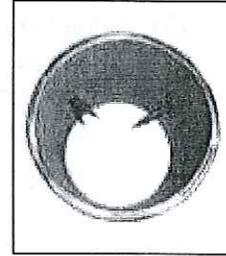
Willoughby Healthcare Products
2210 W Morris Street
Indianapolis, IN 46221
800-428-4065
www.willoughby-ind.com



537. Toilet Waste Line Clog Removal Assistant

Willoughby Healthcare Products; Nallyator

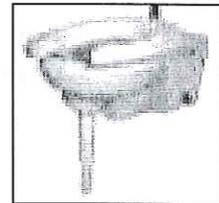
Willoughby Healthcare Products
2210 W Morris Street
Indianapolis, IN 46221
800-428-4065
www.willoughby-ind.com



538. Wall-hung toilet support

Big John Products, Inc.; Big John Toilet Support

Big John Products, Inc.
8533 Canoga Avenue, Suite D
Canoga Park, CA 91304
1-866-366-0669
www.bigjohn toiletseat.com



539a. Toilet – One Piece

Whitehall Manufacturing; Bestcare Bathroom Solutions Model Number 1440

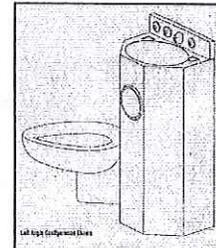
Whitehall Manufacturing
P.O. Box 3257
City of Industry, CA 91744
1-800-782-7706
www.whitehallmfg.com



539b. Toilet – One Piece

Bradley Corporation; Comb15500

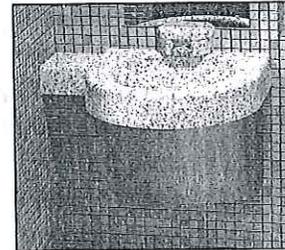
Bradley Corporation
PO. Box 309
Menomonee Falls, WI 53052
1-800-BRADLEY
www.bradleycorp.com



540a. Lavatories

**Bradley Corporation - Model HSL1 SafeCare Ligature
Resistant Single Station Lavatory now available with
High Impact Polymer Trap Cover**

Bradley Corporation
PO. Box 309
Menomonee Falls, WI 53052
1-800-BRADLEY
www.bradleycorp.com



540b. Lavatories

Behavioral Safety Products; Wall hung lavatory

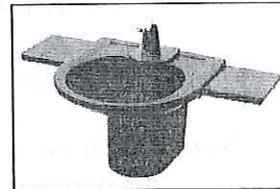
Behavioral Safety Products
29A N. Main St., Suite 3
Watkinsville, GA 30677
706-705-1500
www.besafepro.com



540c. Lavatories

Intersan Manufacturing Company; Saniwave lavatory with extensions

Intersan Manufacturing Company
1748 West Fillmore Street
Phoenix, AZ 85007
602-254-3010
www.intersanus.com



541a. Vanity top lavatory with two button control.

Norva Plastics – Suicide Prevention Patient Sink Faucet

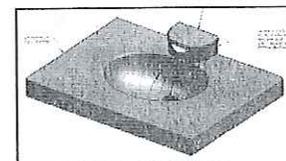
Norva Plastics, Inc
3911 Killam Ave.
Norfolk, VA 23508
800-826-0758
www.norvaplastics.com



541b. Vanity top lavatory with two button control. .

Bradley Corporation - Model WSS-1858 Lavatory System

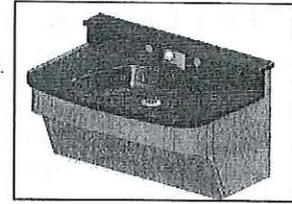
Bradley Corporation
PO. Box 309
Menomonee Falls, WI 53052
1-800-BRADLEY
www.bradleycorp.com



541c. Vanity top lavatory with two button control.

Willoughby Healthcare Products, Handwash station assembly - AWS

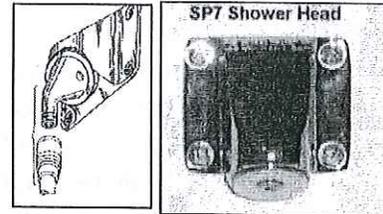
Willoughby Healthcare Products
2210 W Morris Street
Indianapolis, IN 46221
800-428-4065
www.willoughby-ind.com



550a. Shower head – institutional

Odd Ball Industries; SP7 Shower Head with Quick Disconnect Hand Held Shower

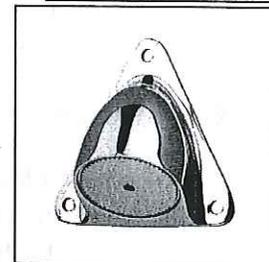
Odd Ball Industries Mfg. Co., Inc.
P.O. Box 376
Greenlawn, NY 11740
1-631-242-8482
www.oddballindustries.com



550c. Shower head – institutional

Behavioral Safety Products; Anti-Ligature Shower Head – SH330

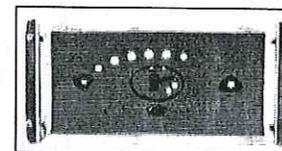
Behavioral Safety Products
29A N. Main St., Suite 3
Watkinsville, GA 30677
706-705-1500
www.besafepro.com



551a. Shower Valve - ADA

Armstrong Hot Water Group; brainwave Model DMV2-Individual Shower with optional stainless steel cover.

Armstrong Hot Water Group
221 Armstrong Blvd
Three Rivers, MI 49093
269-279-3602
www.armstronginternational.com



552a. Shower Valve

Weizel Security; SafeSupport SR Shower Valve

Weizel Security
800-308-3627
<http://www.securingshospitals.com/>



552b. Shower Valve

Behavioral Safety Products; Anit-Ligature Shower Valve – SV220

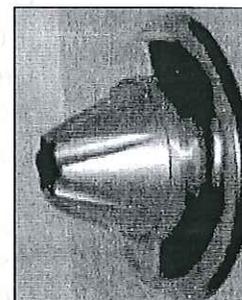
Behavioral Safety Products
29A N. Main St., Suite 3
Watkinsville, GA 30677
706-705-1500
www.besafepro.com



552c. Shower Valve

Odd Ball Industries; SP-10 Shower Valve

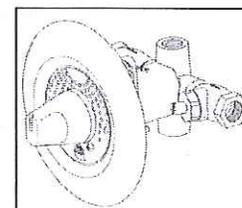
Odd Ball Industries Mfg. Co., Inc.
P.O. Box 376
Greenlawn, NY 11740
1-631-754-0400
www.oddballindustries.com



552d. Shower Valve

Bradley Corporation – A519 Series Shower Valve

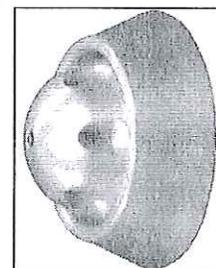
Bradley Corporation
PO. Box 309
Menomonee Falls, WI 53052
1-800-BRADLEY
www.bradleycorp.com



553. Shower Valve Control Handle - retrofit

Weizel Security; SafeSupport SR Retrofit Shower Knob

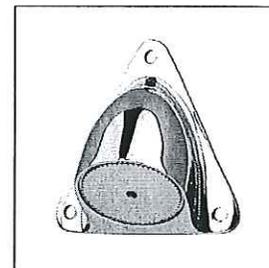
Weizel Security
800-308-3627
<http://www.securingshospitals.com/>



550c. Shower head – institutional

Behavioral Safety Products; Anti-Ligature Shower Head – SH330

Behavioral Safety Products
29A N. Main St., Suite 3
Watkinsville, GA 30677
706-705-1500
www.besafepro.com



557a. Shower Diverter Valve

Weizel Security; SafeSupport SR Diverter Valve – 834-SN2

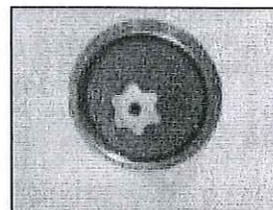
Weizel Security
800-308-3627
<http://www.securingshospitals.com/>



557b. Shower Diverter Valve

Odd Ball Industries; SP-10 Shower Diverter Valve

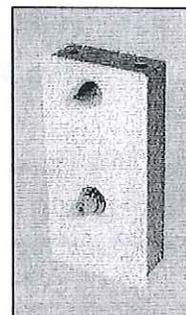
Odd Ball Industries Mfg. Co., Inc.
P.O. Box 376
Greenlawn, NY 11740
1-631-242-8482
www.oddballindustries.com



560a. Shower Assembly

Whitehall Manufacturing; Best Care Shower Solutions Model Number 1741-CSH-SRCH

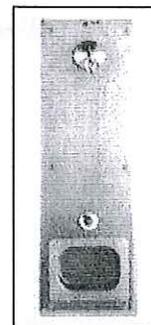
Whitehall Manufacturing
P.O. Box 3257
City of Industry, CA 91744
1-800-782-7706
www.whitehallmfg.com



560b. Shower Assembly

Weizel Security; SR834-S35 Safe Support SR Shower Panel

Weizel Security
800-308-3627
<http://www.securingshospitals.com/>



561a. Shower Assembly – Handicapped Accessible

Odd Ball Industries; SP7 Shower Head with Quick Disconnect Hand Held Shower

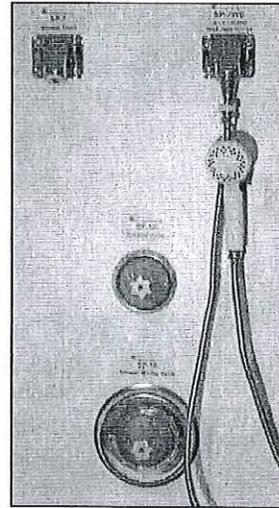
Odd Ball Industries Mfg. Co., Inc.

P.O. Box 376

Greenlawn, NY 11740

1-631-754-0400

www.oddballindustries.com



561b. Shower Assembly - Handicapped accessible.

**Whitehall Manufacturing; Bestcare Wall Shower Solutions Model
Number 1741-FH-CSH-SRCH**

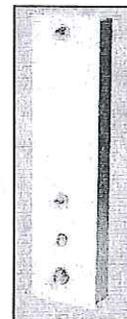
Whitehall Manufacturing

P.O. Box 3257

City of Industry, CA 91744

1-800-782-7706

www.whitehallmfg.com



564a. Shower trench drain

Quick Drain USA; Proline Drain with “Dots” cover

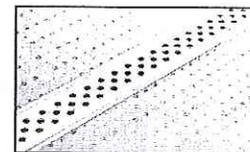
Quick Drain USA

101 Main Street #206

Frisco, CO 80443

866-998-6685

<http://www.quickdrain.com/>



565a. Shower floor basin

Watermark;

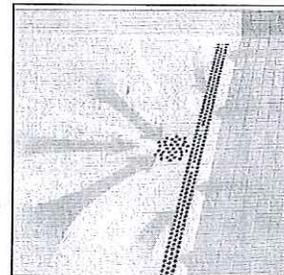
Watermark

2969 armory Drive, Suite 400

Nashville, TN 37204

615-291-6111

<http://www.watermarksolidsurface.com/product-category/all-shower-systems/5>



565b. Shower floor basin

Willoughby Healthcare Products, Aquasurf Solid Surface Shower Bases

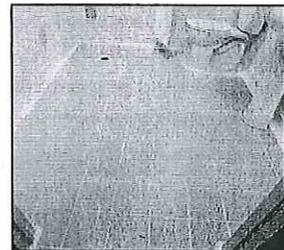
Willoughby Healthcare Products
2210 W Morris Street
Indianapolis, IN 46221
800-428-4065
www.willoughby-ind.com



566. One Piece Patient Toilet Room Floor

Best Bath Systems; UniFloor

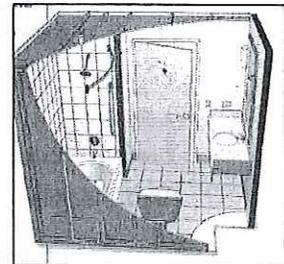
Best Bath Systems
4545 Enterprise Street
Boise, ID 83705
800-727-9970
www.best-bath.com



568. Pre-Built Bathrooms

Eggrock Pre-Built Bathrooms

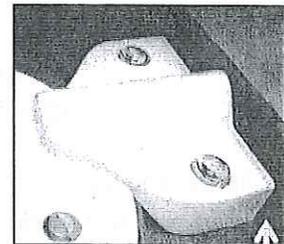
Eggrock, LLC
265 Foster Street
Littleton, MA 01460
978-952-8800
www.eggrock.com



570a. Lavatory Faucet

Norva Plastics – Suicide Prevention Patient Sink Faucet

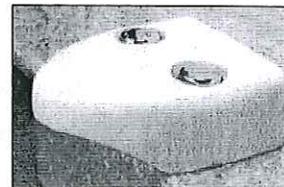
Norva Plastics, Inc
3911 Killam Ave.
Norfolk, VA 23508
800-826-0758
www.norvaplastics.com



570b. Lavatory Faucet

Weizel Security; SR832-R12 SR Patient Sink Faucet

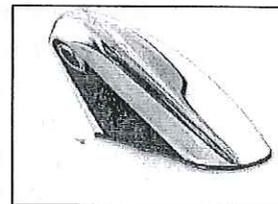
Weizel Security
800-308-3627
<http://www.securingshospitals.com/>



570c. Lavatory Faucet

Behavioral Safety Products – SF370

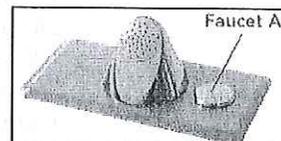
Behavioral Safety Products
29A N. Main St., Suite 3
Watkinsville, GA 30677
706-705-1500
www.besafepro.com



570d. Lavatory Faucet

Whitehall Manufacturing; Bestcare Basin Solutions Model Number 3374-PPZ

Whitehall Manufacturing
P.O. Box 3257
City of Industry, CA 91744
1-800-782-7706
www.whitehallmfg.com



570e. Lavatory Faucet

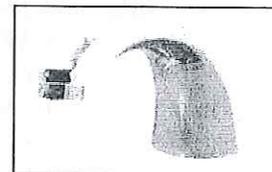
Willoughby Healthcare Products, Two button bubbler

Willoughby Healthcare Products
2210 W Morris Street
Indianapolis, IN 46221
800-428-4065
www.willoughby-ind.com

570f. Lavatory Faucet

Bradley Corporation - 1200 Series CS Faucet

Bradley Corporation
P. O. Box 309
Menomonee Falls, WI 53052
800 BRADLEY
www.bradleycorp.com



574. Lavatory Countertop Valve

Odd Ball Industries; SP11 Lavatory Faucet Valve

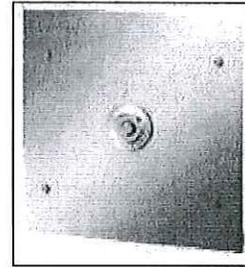
Odd Ball Industries Mfg. Co., Inc.
P.O. Box 376
Greenlawn, NY 11740
1-631-754-0400
www.oddballindustries.com



580. Recessed flush valve

Sloan Valve Company Royal 611 & WB-1-A Easy Access Wall Box

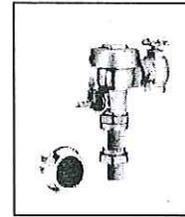
Sloan Value Company
10500 Seymour Avenue
Franklin Park, IL 60131-1259
1-800-9-VALVE-9
<http://www.sloanvalve.com>



581a. Recessed flush valve

Sloan Valve Company Regal XL Hydraulic Concealed Flushometer & WB-1-A Easy Access Wall Box

Sloan Value Company
10500 Seymour Avenue
Franklin Park, IL 60131-1259
1-800-9-VALVE-9
www.sloanvalve.com



581b. Recessed flush valve

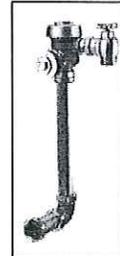
Zurn Plumbing Products; 3" Push Button Assembly for Concealed Flush Valves-P6000-NL3

Zurn Plumbing Products
5900 Elwin Buchanan Drive
Sanford, NC 27330-9525
(919) 775-2255
www.zurn.com

581c. Recessed flush valve

Sloan Valve Company Royal Concealed Flushometer for Stainless Steel Water Closets

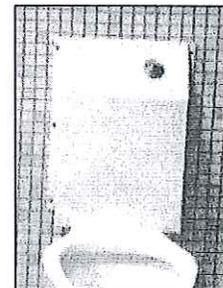
Sloan Value Company
10500 Seymour Avenue
Franklin Park, IL 60131-1259
1-800-9-VALVE-9
www.sloanvalve.com



585a. Flush valve cover

Bradley Corporation – Model No. HSC79 SafeCare Ligature Resistant Flush Valve with Cover

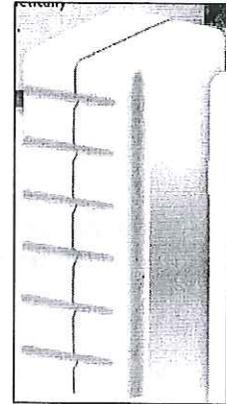
Bradley Corporation
P. O. Box 309
Menomonee Falls, WI 53052
800 BRADLEY
www.bradleycorp.com



585b. Flush Valve Cover

Behavioral Safety Products – FV500 (2 piece) & FV600 (1 piece)

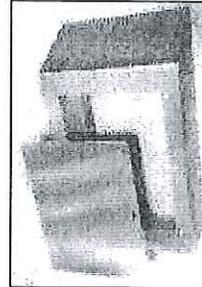
Behavioral Safety Products
29A N. Main St., Suite 3
Watkinsville, GA 30677
706-705-1500
www.besafepro.com



585c. Flush Valve Cover

**Weizel Security; SR831-S39; SafeSupport SR
Flush Valve Enclosure**

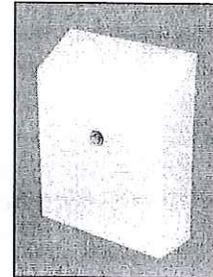
Weizel Security
800-308-3627
<http://www.securingshospitals.com/>



585d. Flush Valve Cover

Whitehall Manufacturing; Bestcare Bathroom Solutions Model Number 2802

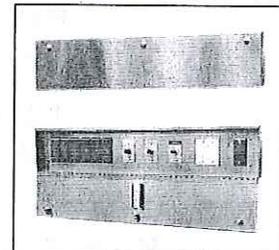
Whitehall Manufacturing
P.O. Box 3257
City of Industry, CA 91744
1-800-782-7706
www.whitehallmfg.com



590a. Medical gas covers

**Hospital Systems, Inc. – PTC Series Security Patient
Console**

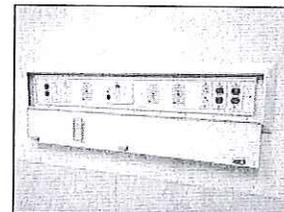
Hospital Systems, Inc.
750 Garcia Avenue
Pittsburg, CA 94565
925.427.7800
www.HospitalSystems.com



590b. Medical gas covers

Modular Services Company Security Console 3

Modular Services Company
500 East Britton Road
Oklahoma City, OK 73114
800-687-0938
www.headwalls.com

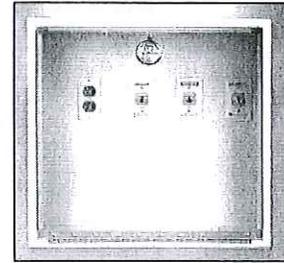


590c. Medical gas covers

Modular Services Company Security Headwalls w/ 3/8" polycarbonate locked cover bottom hinge

Modular Services Company
500 East Britton Road
Oklahoma City, OK 73114
800-687-0938

<http://www.modularservices.com/products-services/products-type/secure>

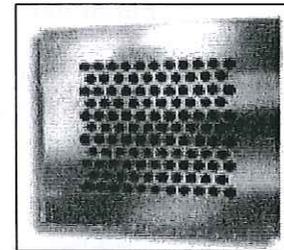


600a. Air grilles

Carnes; Stamped, Perforated Diffuser; see catalog D-22

Carnes Company
448 South Main Street
Verona, WI 53593
608-845-6411

www.carnes.com



600b. Air grilles

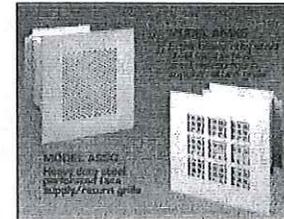
Kees Incorporated - SEG-4P3 Security Grille

Kees Incorporated
400 S. Industrial Drive
Elkhart Lake, WI 53020
920-876-3391
www.kees.com

602a. Air grilles –

Anemostat Products Model SSV42, SSV49 and SSV432 – Supply/Return Grille, Heavy Duty with "S" Channel Design

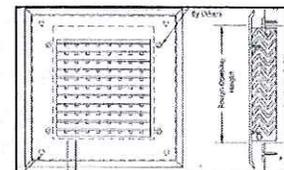
Anemostat Products
P.O. Box 4938
1220 Watson Center Road
Carson, CA. 90745
1-310-835-7500
www.anemostat.com



602b. Air Grille

Weizel Security; SR814-R17 SS-Vent High Security Grille

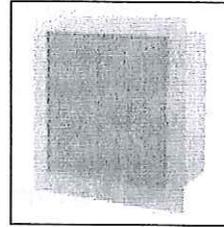
Weizel Security
800-308-3627
<http://www.securinhospitals.com/>



604. Air Grille – Max Security

Titus; "SD SG" Maximum Security Suicide Deterrent Grille, steel with 3/16" holes

Titus
605 Shiloh Road
Plano, TX 75074
972-212-4800
www.titus-hvac.com



606. Fan Coil Enclosures

Arsco; Fan Coil Enclosures / Covers - Security

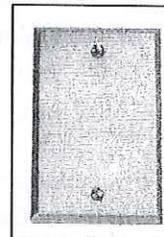
ARSCO Manufacturing Company
5313 Robert Avenue
Cincinnati, OH 45248
800-543-7040
<http://www.arscomfg.com/>



607. Thermostat – tamper resistant

Kele, Inc.; KTP Series - Stainless Steel Flush-Mount Thermistor or KTP Series

Kele, Inc.
3300 Brother Blvd.
Bartlett, TN 38133
888-397-5353
<http://www.kele.com/home.aspx>



610a. Hospital grade receptacles

Hubbell Incorporated; Hospital Grade GFCI Receptacles

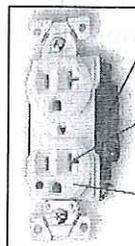
Hubbell Incorporated
Wiring Device-Kellems
185 Plains Road
Milford, CT 06461
800-255-1031
www.hubbell-wiring.com



610b. Hospital grade receptacles

Cooper Industries LTD.; Hospital Grade GFCI Receptacles

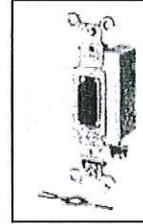
Cooper Industries LTD.
600 Travis, STE. 5600
Houston, TX 77002 1001
713-209-8400
www.cooperindustries.com



611. Key operated electric switches

Hubbell Locking Type Switch #5Z724

Hubbell, Inc.
584 Derby Milford Road
Orange, CT
www.hubbell.com



612a. Electrical Device Covers - Polycarbonate

AZ Partsmaster; lexan wall plates

AZ Partsmaster - Corporate Headquarters
15 N. 57th Drive
Phoenix, AZ 85043
(602) 233-3580
<http://www.azpartsmaster.com/>

612b. Polycarbonate electrical coverplates

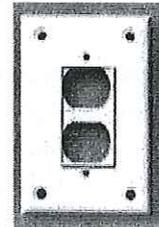
Mulberry; Unbreakable Endura Molded of Lexan Resin

Mulberry
2199 Stanley Terrace
Union, NJ 07083
201-688-8850
<http://www.mulberrymetal.com/>

612c. Polycarbonate electrical coverplates

Cortech, Correctional Technologies, Inc.; Tiger Security Wall Plates

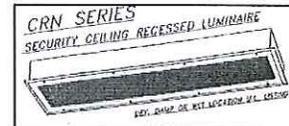
Cortech
7501 Quincy
Willowbrook, IL 60527
800-571-0700
www.cortechusa.com



620a. Light fixture

The L. C. Doane Company; CRN Series with polycarbonate external lens TP door fasteners

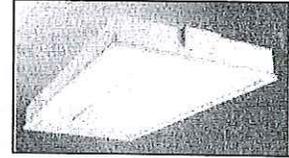
The L.C. Doane Company
P.O. Box 975
Essex, CT. 06426
1-860-767-8295
www.lcdoane.com



620b. Light fixture

Cooper Lighting; Fail Safe SGI with Flat Polycarbonate Lens

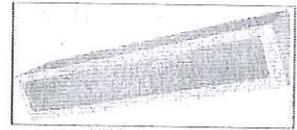
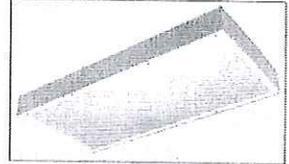
Cooper Lighting
1121 Highway 74 South
Peachtree City, GA 30269
770-486-4800
www.cooperindustries.com



620c. Light Fixture

Weizel Security; SR818-R13 Recessed Security Lighting with polycarbonate lens

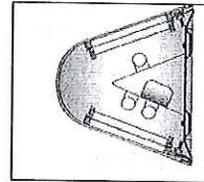
Weizel Security
800-308-3627
<http://www.securingshospitals.com/>



620d. Wall Mounted Light Fixture – vandal-resistant

Kenall – Mighty Mac; WCBU Bull Nose Series

Kenall Manufacturing
1020 Lakeside Drive,
Gurnee, IL 60031
847.360.8200
www.kenall.com



620e. Wall Mounted Light Fixture – vandal-resistant

Designplan – RDL/RHL Security downlights

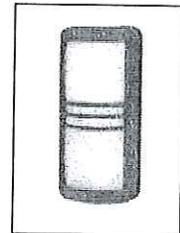
Designplan
79 Trenton Avenue
Frenchtown, NJ 08825
908-996-7710
www.designplan.com



620f. Wall Mounted Light Fixture – vandal-resistant

Luminaire Lighting Corporation – Sonar 12 Vandal Resistant decorative wall fixture

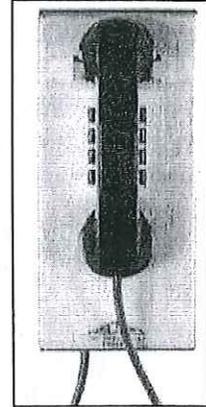
Luminaire Lighting Corporation
7 Olsen Avenue
P. O. Box 2104
Edison, NJ 08818
732-549-0056
www.luminairelighting.com



655a. Stainless Steel Wall Phones

Allen Tel Products, Inc.; Model GB306V-14 (with key pad)

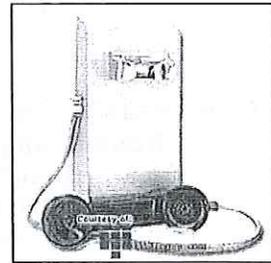
Allen Tel Products, Inc.
30 TVS Drive
Henderson, NV 89014
702-855-5700
www.allentel.com



655b. Stainless Steel Wall Phones

TWAcomm.com; Ceeco Stainless Steel Wall Phone Model #SW-321-X

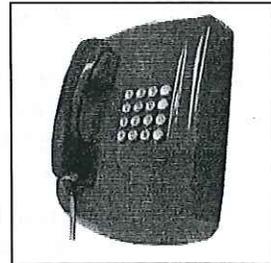
TWAcomm.com
Oceanview Promenade
101 Main Street, 3rd Floor
Huntington Beach, CA 92648
1-877-892-2666
www.twacomm.com



655c. Stainless Steel Wall Phones

G-Tel Enterprises; CS400 Armored Courtesy Phone

G-Tel Enterprises
16840 Clay Road
Houston, TX 77084
800-884-4835
<http://www.payphone.com/>



660. Outdoor furniture

Norix; Hilltop Outdoor Furniture

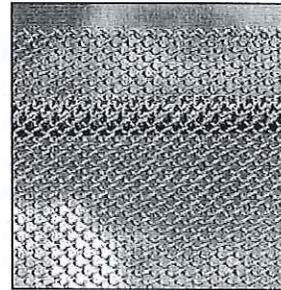
Norix Group, Inc.
1000 Atlantic Drive
West Chicago, IL 60185
1-800-234-4900
www.norix.com



675a. Security Fencing

Fence Factory; Miniature Mesh

Fence Factory
1606 Los Angeles Ave.
Ventura, CA 93004
1-800-613-3623
www.fencefactory.com



675b. Security Fencing

**Riverdale Mills, Wire Wall High Security Fencing -
Maximum Security**

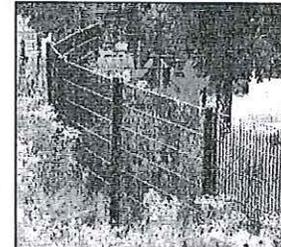
Riverdale Mills
130 Riverdale Street; PO Box 200
Northbridge, MA 01534
1-800-762-6374
www.wirewall.com



675c. Security Fencing

**Metalco Fence and Railing Systems – Steel Fence
Systems**

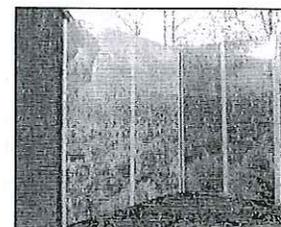
Metalco Fence and Railing Systems
586 Territorial Drive
Bolingbrook, IL 60440
800-708-2526
<http://www.fence-system.com/>



675d. Security Fencing

Britplas - Safevent Fencing

Britplas
Unit 18 Kingsland Grange
Woolston
Warrington
WA1 4RW
+44-1925-824317
www.britplas.com



ABOUT THE AUTHORS

James M. Hunt, AIA, NCARB, is a practicing architect and facility management professional with over 40 years of experience. He is a registered Architect, holds a certificate from the National Council of Architectural Registration, and began his career practicing architecture for several major healthcare projects. He then served as director of facilities management for the Menninger Clinic for 20 years. In addition to managing their main campus, he also consulted on behavioral healthcare unit remodeling projects for their Clinical Network program, which involved work in eight states including both coasts and the Midwest. During this time he was a founding member of the Health Care Council of the International Facility Management Association. He held several offices in the council, including chair. He was featured in a cover story of *Facility Design and Management* magazine and continues to publish articles and speak at major conferences. He is president of Behavioral Health Facility Consulting, LLC. (BHFC), an organization that has worked with behavioral health facilities and their designers in 26 states and Canada on improving patient and staff safety. He is also a principal and co-founder of Behavioral Healthcare Architecture Group which has offices in Topeka and New York. This firm specializes in creating healing environments for psychiatric and addiction facilities. He can be reached at 2342 SE Alamar Rd., Topeka, KS 66605 or jim@bhfc.com.

David M. Sine, DrBE, CSP, ARM, CPHRM, has had over a 25-year career in safety, risk management, human factors, and organizational consulting. He has been the state Safety Director of two eastern states, the Senior Staff Engineer for The Joint Commission, and a Senior Consultant for the American Hospital Association. Founding partner and one time contributing editor for *Briefings on Hospital Safety*, co-author of *Quality Improvement Techniques for Hospital Safety*, one time Vice Chair of the board of Brackenridge Hospital in Austin, Texas, Mr. Sine is certified by the Joint Board of the American Board of Industrial Hygiene and Certified Safety Professionals and as a Certified Professional Healthcare Risk Manager by ASHRM. He has been a healthcare risk management consultant since 1980 and has conducted more than 1,300 Joint Commission compliance assessment surveys. He serves as a member of the NFPA 101 Life Safety Code Subcommittee on Health Care Occupancies, The Joint Commission Committee on Healthcare Safety, and acts as a risk management advisor to the National Association of Psychiatric Health Systems. Mr. Sine served in the corporate offices of the Tenet HealthSystem in Dallas as Director of Risk Assessment and Loss Prevention and Vice President of Occupational Health and Safety. Mr. Sine continues to write and lecture extensively on healthcare policy, governance, quality improvement, and risk management as President of SafetyLogic Systems in Austin, TX. He can be reached at info@safetylogicsystems.com.

ABOUT NAPHS

The National Association of Psychiatric Health Systems (NAPHS) advocates for behavioral health and represents provider systems that are committed to the delivery of responsive, accountable, and clinically effective prevention, treatment, and care for children, adolescents, adults, and older adults with mental and substance use disorders. The NAPHS vision is of a society that values and maximizes the potential of all its citizens by helping them to achieve overall health. To achieve healthy communities, behavioral health will be recognized, respected, and allocated resources with fairness and equity. Through NAPHS representation within accreditation organizations – for example, with representatives on both the Hospital and Behavioral Health Professional and Technical Advisory Committees of The Joint Commission – NAPHS is able to provide input into and advance warning of regulatory and accreditation developments that affect behavioral healthcare providers.

DEFINITIONS / RESOURCES

Americans with Disabilities Act (ADA). The *Americans with Disabilities Act* gives civil rights protections to individuals with disabilities similar to those provided to individuals on the basis of race, color, sex, national origin, age, and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, State and local government services, and telecommunications. See www.ada.gov/.

Guidelines for Design and Construction of Hospital and Health Care Facilities – 2010. This book is published by the American Institute of Architects' (AIA's) Academy of Architecture for Health and the Facility Guidelines Institute. For information on purchasing this book, visit the Store page on the AIA Web site at www.aia.org.

Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Office for Civil Rights within the U.S. Department of Health and Human Services (HHS) enforces the HIPAA Privacy Rule, which protects the privacy of individually identifiable health information; the HIPAA Security Rule, which sets national standards for the security of electronic protected health information; and the confidentiality provisions of the Patient Safety Rule, which protect identifiable information being used to analyze patient safety events and improve patient safety. See <http://www.hhs.gov/ocr/privacy/>.

The Joint Commission. See www.jointcommission.org for their standards.

National Fire Protection Association (NFPA). Publishes the *NFPA 101®: Life Safety Code®, 2009 Edition*, which is available at http://www.nfpa.org/catalog/product.asp?pid=10109&order_src=A291. For more on NFPA or links to new publications, see www.NFPA.org.

National Institute of Corrections. See <http://www.nicic.org/>.

List of Manufacturers

Access Products, <http://www.us.ecoglo.com/>
Accurate, www accuratelockandhardware.com
Ace Security, www.smashandgrab.com
Allen Tel Products, www.allentel.com
Alro Plastics, <http://www.myAlro.com>
American Innovation, <http://www.americaninnovationproducts.com/>
American Spec, <http://www.americanspecialties.com/>
American Standard, www.americanstandard-us.com/
Anemostat, <http://www.anemostat.com>
Archer Manufacturing, <http://www.vandalproof.org/>
Armstrong Flooring, <http://www.armstrong.com>
Armstrong Hot Water Group, <http://armstronginternational.com>
Arsco, <http://www.arscomfg.com/>
Avonite, <http://www.avonitesurfaces.com>
AZ Partsmaster, <http://www.azpartsmaster.com/>
Behavioral Safety Products, www.besafepro.com
Best Access Systems, www.bestaccess.com/media/catalogs/BehavioralHealthcare.pdf
Best Bath, www.best-bath.com
Big John, www.bigjohntoiletseat.com
Blockhouse, <http://www.blockhouse.com/>
Bradley, <http://www.bradleycorp.com>
Brey-Krause, www.breykrause.com
Britplas, www.britplas.com
Carnes, www.carnes.com
Cascade, <http://www.cascadesh.com/>
Ceco, <http://www.cecodoor.com>
CHG, www.chgbeds.com
Chloride, <http://www.chloridesys.com/chloride/>
CompX, www.compx.com
Cooper, www.cooperindustries.com
Cortech, www.cortechusa.com
Crane, <http://www.cranepumbing.com>
CS Acrovyn, <http://www.c-sgroup.com/>
Curries, <http://www.curries.com>
Custom Design Frameworks, <http://www.customdesignframeworks.com>
Derby, <http://www.derbyindustries.com/>
Designplan, www.designplan.com
Dex-O-Tex, <http://www.dexotex.com>
DHSI, <http://www.dhsi-seal.com>
Door Control Services, [http://www.doorcontrolsusa.com/pages/suicide-door alarm](http://www.doorcontrolsusa.com/pages/suicide-door%20alarm)
Door Switch, <http://thedoorswitch.com/>
Draper, Inc., www.draperinc.com
Dur-A-Flex, <http://www.dur-a-flex.com>
Dynalock Corp, <http://www.dynalock.com>
Eggrock, www.eggrock.com
Eljer, <http://www.eljer.com/>
Fence Factory, <http://www.fencefactory.com>

Flexco, <http://www.flexcofloors.com/>
 Flxsigns, www.290signs.com
 Global, www.security-glazing.com
 G-Tel, <http://www.payphone.com/>
 Hafele, <http://www.hafele.com/us/index.htm>
 Hager, <http://www.hagerco.com/Product-Listing.aspx?CatID=152&SubCatID=189>
 Hill-Rom Harbor Glen, www.hill-rom.com
 Hospital Systems Inc., www.HospitalSystems.com
 Hubbell, www.hubbell-wiring.com
 Intersan, www.intersanus.com
 Ives, http://us.allegion.com/irst/pages/search.aspx?q=112HD&site=W3&client=W3&output=xml_no_dtd&ie=utf-8&entqr=0&oe=utf-8&ud=1&tlen=100&filter=0&getfields=Title&num=25&partialfields=Product%20SubCategory:Continuous.Product%20SubCategory:Hinges.Model:112HD.Document%20Type:Catalog&ip=10.84.18.132&access=p&sort=date:D:L:d1&Tab=Docs
 J. L. Industries, <http://www.jlindustries.com>
 Johnsonite, <http://www.roppe.com>
 Kane Mfg., <http://www.kanescreens.com/>
 Kees, www.kees.com
 Kele, Inc., <http://www.kele.com/home.aspx>
 Kenall, www.kenall.com
 Kennon Products, <http://www.suicideproofing.com/>
 Kirlin, www.kirlinlighting.com
 L. C. Doane, <http://www.lcdoane.com>
 LCN, <http://us.allegion.com/brands/lcn/Pages/default.aspx>
 Lees Carpet, <http://www.leescarpets.com>
 Lonseal, <http://lonseal.com>
 Luminaire, www.luminairelighting.com
 Manko Windows, www.mankowindows.com
 Marathon, <http://www.flexcofloors.com/>
 McMaster-Carr, <http://www.mcmaster.com>
 Metalco, <http://www.fence-system.com/>
 Moduform, www.mycorrectionalfurniture.com
 Modular Services, <http://headwalls.com>
 Mulberry, <http://www.mulberrymetal.com/>
 National Gypsum, <http://www.nationalgypsum.com>
 Nemschoff, <http://www.nemschoff.com/>
 Norix, <http://www.norix.com>
 Northwest Specialty Hdw. <http://www.northwestsh.com/>
 Norva Plastics, www.norvaplastics.com
 NPW USA, www.npw-usa.com
 Odd Ball, <http://www.oddballindustries.com>
 Oldcastle, www.oldcastlebe.com
 Pabco Gypsum, www.quietrock.com
 Padded Surfaces, <http://paddedsurfaces.com/CAD.html>
 Pecora, www.pecora.com
 Pemko,
<http://www.pemko.com/assets/literature/documents/80038%20Double%20Swing%20hinge%20ERS%209.27.13%20FINAL.pdf>

Pinpoint, <http://www.pinpointinc.com/>
Re*cesso Lights, <http://recesslighting.com/>
Riverdale Mills, <http://www.wirewall.com>
Rockwood, www.rockwoodmfg.com
Roppe, <http://www.roppe.com>
Sabic, www.sabic.com
Saniflow, <http://www.saniflo.com/>
Sani-liner, <http://www.wisconsinconverting.com>
Sargent Lock, www.sargentlock.com
Schlage, <http://us.allegion.com/IRSTDocs/Brochure/106510.pdf>
Scotchshield, http://solutions.3m.com/wps/portal/3M/en_US/Window_Film/Solutions/?WT.mc_id=www.3m.com/windowfilm
Securitech, <http://www.securitech.com>
Sheffield, www.sheffieldplastics.com
Sizewise, <http://www.sizewise.net>
Sloan, <http://www.sloanvalve.com>
Spec, <http://www.specfurniture.com/>
Stanley Hdw., www.stanleyworks.com
Stanley Security, <http://www.stanleysecuritysolutions.com>
Sto-ex, <http://www.sto-ex.com>
Stryker, <https://www.stryker.com/en-us/products/PatientHandlingEMSandEvacuationEquipment/index.htm>
Sugatsune, <http://www.sugatsune.com/>
Surebond, www.surebond.com
Tamperproof Screws, <http://www.tamperproof.com>
This End Up, www.thisendup.com
3M, http://solutions.3m.com/wps/portal/3M/en_US/Window_Film/Solutions/?WT.mc_id=www.3m.com/windowfilm
Titus, www.titus-hvac.com
Total Door, www.total-door.com
Total Lock and Security, www.totallock.com
Townsteel, <http://www.townsteel.com/>
Truebro, <http://www.truebro.com/plumbing/truebro/lavshield>
Truth Hdw., <http://www.truth.com>
TWA Comm., <http://www.twacomm.com>
2/90 Sign Systems, www.290signs.com
Tyco, http://www.tyco-fire.com/index.php?P=show&id=TFP651_08_2013&B=&BK=product&SB=S6
Unicel, <http://www.unicelarchitectural.com/en/index.php>
USG Sheetrock, <http://www.usg.com/content/usgcom/en.html>
Versus, <http://www.versustech.com/>
Vistamatic, <http://www.vistamaticvisionpanels.com/>
Wallgate, www.wallgate.com/products.php?product=wcs
Watermark, <http://www.watermarksolidsurface.com/product-category/all-shower-systems/5>
Wausau Windows, www.wausauwindow.com
Webb Shade, www.webbshade.com
Weizel Security, <http://www.securinhospitals.com/>
Whitehall, www.whitehallmfg.com

Willoughby, <http://www.willoughby-ind.com>
Zurn, www.zurn.com