

**New York State  
Department of Corrections  
And Community Supervision  
The Harriman State Campus – Building 2  
1220 Washington Avenue  
Albany, NY 12226**



**Request for Proposal # 2014-08  
For  
Statewide Centralized Laboratory Services**

**Anthony J. Annucci  
Acting Commissioner**

**Carl Koenigsmann, M.D.  
Deputy Commissioner**

## Notice to Bidders

1. Read the entire RFP document. Note the key issues such as event dates, mandatory requirements, and proposal packaging requirements.
2. The successful Bidder must be able to provide comprehensive medical laboratory services at all NYS Correctional Facilities. **Only one contract will result from this RFP.**
3. Bidders are permitted to communicate with the designated contacts **only**. Note the names and contact information for these contacts (Section III.).
4. Any amendments, clarifications, responses to questions, and updates to this RFP will be posted on the NYS Contract Reporter website (<https://www.nyscr.ny.gov/>) and the DOCCS/Community Supervision Web site <https://www.parole.ny.gov/rfps.html>.
5. The proposal must address all amendments, clarifications, or updates pertaining to this solicitation document.
6. Take full advantage of the Questions and Answers opportunities. All questions must be submitted in writing to the designated email address by the date and time specified in *Section V. Key Events and Dates*.
7. Review the RFP document and your proposal. Make sure all requirements are addressed and all submission copies are identical and complete.
8. Complete and submit with your proposal all required documents.
9. Package your proposal as instructed in *Section X. Proposal Submission*.
10. Submit your proposal so that it is received by the designated due date and time (see *Section XII. Proposal Due Dates*). **DOCCS will not consider proposal submissions that arrive after the due date.**

## Glossary of Terms

<u>Term</u>	<u>Definition</u>
Commissioner	Commissioner of the Department of Corrections and Community Supervision or duly authorized representative
Contractor	Successful Bidder awarded contract
DOCCS	Department of Corrections and Community Supervision
RFP	Request for Proposal
Issuing Office	Department of Corrections and Community Supervision, Division of Support Operations/Contract Procurement Unit
Offerer / Proposer / Bidder / Offeror	Any person, partnership, firm, corporation or other authorized entity submitting a proposal to the State pursuant to this RFP.
Vendor	Contractor
DIN	Department Identification Number

**NYS DEPARTMENT OF CORRECTIONS  
AND COMMUNITY SUPERVISION  
REQUEST FOR PROPOSAL 2014-08  
STATEWIDE CENTRALIZED LABORATORY SERVICES**

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# NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

## REQUEST FOR PROPOSAL 2014-08 STATEWIDE CENTRALIZED LABORATORY SERVICES

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### I. SUBJECT AND PURPOSE

The New York State Department of Corrections and Community Supervision (DOCCS) is responsible for the confinement and rehabilitation of approximately 54,700 individuals under custody held at 54 state correctional facilities located throughout New York State. **A map of NYS correctional facilities is attached as Attachment I for informational purposes.**

DOCCS is responsible for the delivery of medical care to those inmates confined to its correctional facilities. The service required for this RFP is comprehensive medical laboratory services for all NYS correctional facilities, in accordance to standards set by the NYS Department of Health (NYSDOH). The Contractor will be responsible for the collection, transport, processing and storage of lab specimens, and provide appropriate and quality laboratory results, and reports as per Attachment B, Scope of Work.

This Request for Proposal (RFP) is issued by DOCCS pursuant to Section 23, Subdivision 2, of the Correction Law and Correction Law Sections 70(2)(c) and 112. DOCCS is responsible for providing health care for inmates within the correctional facilities 24 hours a day, 7 days a week. DOCCS seeks to make provisions for inmates to receive comprehensive medical laboratory services in an appropriate setting within secure correctional facilities.

The contract awarded as a result of this RFP will be for a period of five years, commencing **May 1, 2015, or upon approval by the Office of the State Comptroller (OSC), and ending April 30, 2020 or five (5) years after the start date.**

### II. BIDDER QUALIFICATIONS

The Bidder shall meet the following qualifications:

- a) Experience working with or within a correctional setting is required. The bidder's proposal must describe the scope and duration of such experience.
- b) The Bidder must have a minimum of 5 years experience providing comprehensive medical laboratory services to large populations in multiple sites.
- c) A Bidder must provide **all necessary proof of insurance with their bid.** Contractor must provide proof of current insurance, certifications, licensing, etc. throughout the Contract term;

Upon request, DOCCS may seek further evidence of the bidder's qualifications. DOCCS reserves the right to investigate or make any inquiry into the capabilities of any proposer to properly perform under any resultant contract.

### III. DESIGNATED CONTACT

All inquiries concerning this RFP will be addressed to the following **Designated Contacts**:

#### PRIMARY CONTACT

Marla Henriquez  
550 Broadway  
Albany, NY 12204  
Phone No.: (518) 436-7886 x3125  
FAX No. (518) 436-1519  
E-Mail: doccscontracts@doccs.ny.gov

#### SECONDARY CONTACT

David Gambacorta  
550 Broadway  
Albany, NY 12204  
Phone No.: (518) 436-7886 x3030  
FAX No. (518) 436-1519  
E-Mail: doccscontracts@doccs.ny.gov

**Contacting someone else may result in rejection of bid – see page 13, Section VIII. Legal Required Forms, “Procurement Lobbying Act...”.**

All questions must be submitted in writing, citing the particular bid sections and paragraph number. Bidders are cautioned to read this document thoroughly to become familiar with all aspects of the bid. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid. Answers to all questions will be posted in the form of an addendum at the following website: <https://www.parole.ny.gov/rfps.html>. Any questions received after the due date and time in *Key Event Dates* may not be addressed. Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a formal addendum which will become part of the ensuing contract. Bidders entering into a contract with the State are expected to comply with all the terms and conditions contained herein.

### IV. SCOPE OF SERVICES

The Scope of Services is included as **Attachment B**. Please review the scope carefully and address all specifications in the response narrative.

### V. KEY EVENTS AND DATES

Events	Dates
Request For Proposal (RFP) Issued	September 29, 2014
Bidder's Conference	October 21, 2014 (1:00 pm)
Bidder 's Conference Transcript posting	October 31, 2014
Letter of intent to bid due	November 3, 2014
Questions and Answers Deadline	November 13, 2014
Questions and Answers available on website	November 17, 2014
Proposal Due Date to DOCCS (Contract Procurement Unit, Menands, NY)	December 11, 2014 (3:30 pm)
Notice of tentative award	January 15, 2015 (approximately)
Contract Start Date	May 1, 2015 or upon OSC approval

## VI. REQUIREMENTS

Bidders must demonstrate the following:

- That their background and experience qualify them to provide these services and that they have the fiscal integrity and organizational structure to support this undertaking.
- That they can provide the services described in Scope of Services, *Attachment B* in a manner that best meets the needs and operation of the agency.
- They will comply with all standard and appropriate regulations governing contracts with the State of New York (Attachment A). All provisions and requirements of the January 2014, **Appendix A Standard Clauses for New York State Contracts** will be incorporated into any contract resulting from this solicitation and will be binding upon the parties to such contract.
- That they have a willingness to work with DOCCS to achieve any goals established relative to sub-contracting or purchasing of supplies from Minority and Women-Owned Businesses.

M/WBE Compliance: (*Attachment F*)

### **CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN**

New York State Law

Pursuant to New York State Executive Law Article 15-A, the Department of Corrections and Community Supervision (DOCCS) recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises and the employment of minority group members and women in the performance of DOCCS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in State procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing, and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprise program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOCCS establishes goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises ("M/WBE") and the employment of minority group members and women in the performance of New York State contracts.

#### **Business Participation Opportunities for M/WBEs**

For purposes of this solicitation, DOCCS hereby establishes an overall goal of 20% for M/WBE participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBE's and WBE's). A contractor on the subject contract must

document "Good Faith Efforts" to provide meaningful participation by M/WBE's as subcontractors or suppliers in the performance of the contract and contractor agrees that DOCCS may withhold payment pending receipt of the required M/WBE documentation. The directory of New York State Certified M/WBE's can be viewed at: <http://ny.newnycontracts.com>. For guidance on how DOCCS will determine a contractor's "Good Faith Efforts", refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the M/WBE participation goals set forth in the contract, such finding constitutes a breach of contract and DOCCS may withhold payment from the contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to M/WBE's had the contractor achieved the contractual M/WBE goals; and (2) all sums actually paid to M/WBE's for work performed or materials supplied under the contract.

By submitting a bid or proposal, a bidder agrees to submit the following documents and information as evidence of compliance with the foregoing:

A. Bidders are required to submit an M/WBE Utilization Plan (Form M/WBE 100) with their bid or proposal. The utilization plan shall list the M/WBE's the contractor intends to use to perform the State contract and a description of the contract scope of work that the contractor intends to structure to meet the goals on the State contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract that the contractor intends to be performed by a NYS certified minority or woman-owned business. Any modifications or changes to the agreed participation by NYS certified M/WBE's set forth in the utilization plan submitted with the bid or proposal, after the contract award and during the term of the contract, must be reported on a revised M/WBE utilization plan submitted to DOCCS.

B. DOCCS contracting unit will review the submitted M/WBE utilization plan and advise the Bidder of their acceptance or issue a notice of deficiency within 30 days of receipt.

C. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the contracting unit, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DOCCS to be inadequate, DOCCS shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on a M/WBE Request Form Waiver (Form M/WBE 102). Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

D. DOCCS may disqualify a bidder as being non-responsive under the following circumstances:

- a) If a bidder fails to submit an M/WBE Utilization Plan,
- b) If a bidder fails to submit a written remedy to a notice of deficiency,
- c) If a bidder fails to submit a request for waiver, or
- d) If DOCCS determines that the bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its M/WBE Utilization Plan, during the performance of the contract. Requests for a partial or total waiver of established goal requirements made subsequent to contract award may be made at any time during the term of the contract to DOCCS, but must be made no later than prior to the submission of a request for final payment on the contract.

Contractors are required to submit an M/WBE Quarterly Compliance and Sub-Contractor Payment Report on Form M/WBE 101 to the contracting unit by the 15<sup>th</sup> day following each end of quarter over the term of the contract documenting the progress made toward achievement of the M/WBE goals of the contract.

### **Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the bidder/contractor agrees with all of the terms and conditions of Appendix A including Clause 12 – Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the “Work”) except where the work is for the beneficial use of the contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the contract; or (ii) employment outside of New York State.

Bidder further agrees, where applicable, to submit with the bid a Staffing Plan (Form EEO 100) identifying the anticipated work force to be utilized on the contract and if awarded a contract, will, upon request, submit to the DOCCS an EEO Workforce Quarterly Compliance Report (Form EEO 101) identifying the workforce actually being utilized on the contract.

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other State and Federal statutory and constitutional non-discrimination provisions, the contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility, and/or a breach of the contract, leading to the withholding of funds, suspension or termination of the contract or such other actions or enforcement proceedings as allowed by the contract.

- **Executive Order Number 26** (Attachment G) - Bidders should review this executive order prior to submitting proposals. In the event that translation/interpretation services are required for languages other than the Spanish language, the selected Contractor must agree to comply with any requests by DOCCS to provide documents or other assistance to allow for translation or interpretation to be conducted. Any costs associated with the translation or interpretation services will be incurred by DOCCS. A copy of Executive Order Number 26 is attached for review.

- **Executive Order Number 38** (Attachment G) – Contractor must agree to comply with Executive Order Number 38. A copy of Executive Order Number 38 is attached for review.
- **Vendor Responsibility** (Attachment G) – Contractor must agree to the terms and conditions noted on page 13 of the RFP concerning Vendor Responsibility.
- **Encouraging Use of New York State Subcontractors and Suppliers**  
Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its Contractors. The State therefore expects Proposers to provide maximum assistance to New York businesses in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers. Read and complete enclosed use of New York Businesses in *Attachment G* and return as part of your proposal.

## VII. Fiscal Component

### Cost Proposal:

Proposal must clearly indicate requested pricing on **Attachment E, Cost sheet**. Cost information must not appear in the technical proposal. All cost information must be completely independent as this is reviewed separately. The cost materials must be enclosed in **a separate sealed envelope labeled “Fiscal Component”**.

Contractor’s bid price shall include all costs of providing employees, including but not necessarily limited to: all administrative requirements; all other additional costs such as necessary financial reports; all reporting or other requirements, all overhead costs and profit. It shall also include any other ancillary fees and costs including permits, licenses, insurance, etc.; and services not explicitly stated in these specifications, but necessarily attendant thereto.

1. DOCCS agrees to pay the Contractor a fee for each blood draw (excluding DNA) made by the phlebotomist at a correctional facility. Please indicate your fee on the **Cost Sheet – Attachment E**.
2. DOCCS agrees to pay the Contractor a fee for each DNA sample, made by the phlebotomist at a correctional facility. Please indicate your fee on the **Cost Sheet – Attachment E**.
3. DOCCS agrees to pay the Contractor an allowance for each trip, made by the phlebotomist to a correctional facility. Please indicate your fee on the **Cost Sheet – Attachment E**.
4. The Contractor will be compensated at a percentage (%) of the prevailing Medicaid Fee Schedule, for all tests. **Please indicate percentage on Cost Sheet – Attachment E.**

### Method of Payment:

Any payment made by DOCCS to the vendor will be made through direct payment upon submission of billing invoices. Compensating balances will not be employed. Contract Vendor must provide complete and accurate billing invoices to DOCCS in order to receive payment. Billing invoices submitted to DOCCS on a standard voucher must contain all information and supporting documentation. The vendor will

need to submit billing invoices either monthly or bi-weekly, depending on the size of the facility and the number of tests. Specific invoicing schedules will be determined mutually between DOCCS and the Contractor after notice of contract award.

Payment for invoices submitted (if applicable) by the Vendor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Vendor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone 518-474-4032. **Vendor acknowledges that it will not receive payment on any invoices submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.**

Every contractor doing business with the State of New York is required to be a registered vendor with the Office of the State Comptroller's Vendor Management Unit. For contracts to be approved and executed by both DOCCS and the Office of the State Comptroller, a contractor must be registered within the Statewide Financial Management System (SFS). If the awardee does not already have a NYS Vendor ID number, upon contract award notice, the contractor must submit a substitute W-9 to DOCCS. This information will allow DOCCS to request the addition of the contractor within the SFS. If the contractor is already a registered vendor within the SFS, the contractor shall provide the assigned vendor identification number upon request.

Instructions regarding invoice submission will be provided to the vendor after notice of contract award.

**Other Payment Information:**

1. For each lab test not reported in the Medicaid Fee Schedule, DOCCS and the Contractor will negotiate a rate that is fair and customary.
2. The Contractor will pay all fees and charges due to Reference Laboratories/Subcontractors used by the Contractor to process DOCCS lab work and bill DOCCS at contractually agreed upon prices.
3. The Contractor understands that all laboratory examinations should be medically necessary and related to the specific complaints and symptoms of the patient and require the written order of a physician or qualified practitioner. Lab tests initiated by the laboratory based on the findings or test results of a preliminary procedure ("reflex testing") without prior approval and written order will not be reimbursable.
4. The Contractor further understands that tests or procedures repeated at the request of the ordering practitioner, when the result of the original test or procedure is not consistent with the clinical finding, will not be reimbursable.
5. The Contractor will be held responsible for any costs incurred by DOCCS above the cost of the contract pricing to obtain the services covered under this contract by another laboratory service provider due to Contractor negligence.

6. Noncompliance by the Contractor with any of the terms of the contract may be considered grounds for contract termination.

**Price Adjustment (Escalation/De-escalation):**

The Contractor is to submit a bid with prices that will be fixed for one (1) year only. On each anniversary date of the contract, the Contractor may request an increase or decrease in their bid for the Statewide Centralized Laboratory Services, dependent upon fluctuations in the latest published copy of the Consumer Price Index for all urban consumers and published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212.

**(Specifically – All Urban Consumers, Not Seasonally Adjusted, Medical Care Services, Series ID: CUUR0000SAM2, CUUS0000SAM2).** No adjustment shall exceed five (5) per cent. In the event the cited index is discontinued or no longer published on the Bureau of Labor Statistics website, the contractor and DOCCS will negotiate a mutually acceptable replacement index. Visit the US Dept. of Labor, Bureau of Labor Statistics website at [www.bls.gov/home.htm](http://www.bls.gov/home.htm) to view CPI information.

The ‘base’ month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month CPI for each applicable year and will become effective in the anniversary month. For example, if the contract is awarded in May 1, 2015, the ‘base’ month will be February. If the contract allows for an adjustment after the first year, it would be based on the difference between the February 2015 CPI and the February 2016 CPI and become effective in May 2016.

The consumer price index is published around the middle of each month for the prior month (i.e. the January figure is not published until mid February). The Contractor has the sole responsibility to request, in letter form, an adjusted rate and should provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request and documentation must be received at the address below within three months of the base month. To ensure timely delivery, certified mail is recommended. As long as the request is submitted and received within the required time frame, the adjustment will be processed using the base month Consumer Price Index. Once approved, the contractor will be notified in writing. Request and documentation should be sent to the DOCCS, Division of Support Operations / Contract Procurement Unit, 550 Broadway, Albany, NY 12204.

Should a contractor fail to submit the request and supporting documentation to the proper location within three months of the applicable base month date, contractor shall be deemed to have waived its right to any adjustment in price, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

*Example (fictitious):*

	Index Point Change
CPI	115.7
Less previous index	111.2
Equals index point change	4.5
	Percent Change
Index point difference	4.5
Divided by the previous index	111.2
Equals	0.040
Results multiplied by one hundred	0.040 x 100
Equals percent change	4.0

## VIII. LEGAL REQUIRED FORMS

Individuals and corporations entering into contracts with New York State are subject to various laws and must submit certain documents pursuant to State Law or policy. The forms and related excerpts from law, and/or instructions are included in *Attachment G*. Please review the forms carefully and note that some forms require notarized signatures. The mandatory forms and documents include:

**The following forms must be submitted at the time of bid submission:**

- **Procurement Lobbying Act - State Finance Law § 139j and k – Certificate of Compliance**

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between DOCCS and an Offeror/Proposer during the procurement process. An Offeror/Proposer is restricted from making contacts from the earliest notice of intent to solicit offers/proposals through final award and approval of the Procurement Contract by DOCCS and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified *on page 6* of this solicitation. DOCCS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offeror/Proposer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Offeror/Proposer is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

<http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html>

- **Vendor Responsibility Questionnaire** - To assist the State in determining the responsibility of the Proposer, the Proposer must complete and certify (or recertify) a Vendor Responsibility Questionnaire (VendRep) no more than six (6) months prior to the proposal due date.

DOCCS conducts a review of prospective contractors (“Proposers”) to provide reasonable assurances that the Proposer is responsive and responsible. A Questionnaire is used for non-construction contracts and is designed to provide information to assess a Proposer’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a proposal the Proposer agrees to fully and accurately complete the “Questionnaire.” The Proposer acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Proposer is responsible, and that the State will be relying upon the Proposer’s responses to the Questionnaire when making its responsibility determination.

DOCCS recommends each Proposer file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website, [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Proposers opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm)

A Proposer's Questionnaire cannot be viewed by DOCCS until the Proposer has certified the Questionnaire. It is recommended that all Proposers become familiar with all of the requirements of the Questionnaire in advance of the proposal opening to provide sufficient time to complete the Questionnaire.

The Contractor must remain a responsible vendor throughout the duration of the contract and, if at any time the Contractor is found to be not responsible or there is a question as to the vendor's responsibility, any activities pursuant to the contract may be suspended. Finally, the contract may be terminated following a finding of non-responsibility. The CONTRACTOR agrees, if requested by the Commissioner of DOCCS or his designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Proposer agrees that if it is found by the State that the Proposer's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, DOCCS may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

The DOCCS Commissioner or his designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the DOCCS Commissioner or his designee issues a written notice authorizing a resumption of performance under the Contract.

- **Encourage use of New York State Businesses in contract performance**

In an ongoing effort to use New York State (NYS) businesses, DOCCS encourages bidders to partner with NYS subcontractors and/or suppliers. For this solicitation, bidders should identify the NYS businesses that they plan to use if awarded the contract resulting from this solicitation by completing the form entitled *Encouraging Use of New York State Businesses in Contract Performance*. If known, please identify the businesses and attach the requested information. Return the completed form with your proposal. If you do not plan to partner with a NYS business, please indicate this on the form and return it with your proposal.

**The following forms will be required from the Vendor upon notice of contract award:**

- **Certificate of Workers' Compensation Insurance**

Workers' Compensation Requirements Under Wcl §57 - To assist DOCCS in enforcing Section 57 of the Workers' Compensation Law, organizations entering into contracts with DOCCS must provide the following Worker' Compensation Certification and Disability Benefits forms. To assist you in this matter, the following links to information regarding acceptable proofs of coverage are provided:

**Workers' Compensation** - <http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp>

**Disability Benefits** <http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp>

**Exemption -**

[http://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)

**PLEASE NOTE:**

The name and FEIN of the contracting entity must be identical to the name and FEIN identified on the proof of coverage or exemption.

In the instance of exemption, please be advised that the WCB does not verify Attestations for Exemption. It is incumbent on the state contracting entity to verify the validity of the entity's reason for exemption; please verify and provide a copy of the signed and dated exemption certificate.

**An ACORD form is not an acceptable proof of workers' compensation coverage and/or disability benefits insurance**

- **Department of Taxation and Finance Contractor Certification – Forms ST-220-CA and ST-220-TD**

The Contractor must submit Form ST-220-CA to certify that it has filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date that the Contractor files Form ST-220-CA. Access and complete Form ST-220-CA by using the following link:

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf).

Form ST-200-TD must be filed with the NYS Tax Department at the address on the front page of the form. You can access Form ST-220-TD using the following link:

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf). For *Questions and Answers Concerning Tax Law Section 5-a*, go to NYS Department of Tax and Finance at <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

- **Consultant Disclosure Legislation Requirements**

Pursuant to New York State Finance Law, Section 163(4)(g), state agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract, such report to include for each employment category within the contract: the number of employees employed to provide services under the contract, the number of hours they work, and the total compensation under the contract for those employees. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

Upon notification of award for this RFP, the selected Contractor must complete Form A, *State Consultant Services*. The completed Form A must include information for all employees that will be providing services under the contract resulting from this RFP.

The Contractor must submit Form B, *State Consultant Services Contractor's Annual Employment Report* (Attachment F), to report annual employment information required by the statute. This form captures historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31).

A completed Form B must be submitted annually by May 15 for each State fiscal year (or portion thereof) the contract is in effect, to DOCCS, the Office of the State Comptroller, and the Department of Civil Service. Details, including addresses, will be provided to the contract awardee.

- **Non-Disclosure Agreement**

A non- Disclosure Agreement will be made part of the awarded contract.

No-Use – Recipient agrees not to use the Confidential Information in anyway, except for the purpose of the projects or assignments they are performing for DOCCS.

No Disclosure – Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient’s employees and/or consultants designated by DOCCS having a need of disclosure in connection with Recipients’ authorized use of the Confidential Information. This includes employees and consultants that may not be directly working on the project or job. Recipient agrees not to disclose the nature of the work to any third party without prior written DOCCS consent. In circumstance where the signer of this document is representing a Recipient with more than one employee, the Recipient also agrees that all of its current and future staff who may be involved in the relationship with DOCCS have been and will be instructed in the requirements of this agreement.

Protection of Secrecy – Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons. Such steps shall include keeping Confidential Information stored in a locked office/facility where only authorized personnel would have access.

HIPAA - Contractor agrees that all medical information/records will be kept confidential by all employees as well as subcontractors in accordance with applicable state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (hereinafter referred to as “HIPAA”) and the regulations thereunder. In addition, Contractor will also be subject to any New York State laws, rules, regulations or DOCCS directives concerning confidentiality of medical records.

## **IX. STIPULATIONS/RIGHTS**

A. DOCCS reserves the right to the following:

1. At any time, amend RFP specifications to correct errors or oversights, and to supply additional information as it becomes available. All bidders who have received this RFP will be supplied with all amendments or additional information issued.
2. Seek clarifications and revisions of proposals.
3. Change any of the scheduled dates stated herein with written notice to all bidders who have received this RFP.
4. Disqualify proposals that fail to meet mandatory requirements.
5. Request any non-mandatory documents from bidder.
6. Amend, modify, or withdraw this RFP at any time and without notice to or liability to any bidder or other parties for expenses incurred in preparation of a proposal.
7. Not to proceed with an award.
8. Reject any and all proposals received in response to the RFP.
9. Make an award under the RFP in whole, or in part.

10. Use proposal information obtained through site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP.
  11. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments.
  12. Eliminate any mandatory or non-material specifications that cannot be complied with by all of the prospective bidders.
  13. Waive any requirements that are not material.
  14. Negotiate with a successful bidder within the scope of the RFP in the best interests of the State.
  15. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder.
  16. Utilize any and all ideas submitted in the proposals received.
  17. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 180 days from the bid opening.
  18. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of the solicitation.
- B. Issuance of this RFP does not commit DOCCS to award a contract or to pay any costs involved in preparation of proposals. All proposals are submitted at the sole responsibility of the bidder.
- C. The proposal must be signed by the Chief Executive Officer or an Authorized Designee of the agency and shall constitute a firm offer by the bidder for a minimum period of 180-days after proposal submission. The proposal shall serve as the basis for the contract with the successful bidder.
- D. Bidders may propose to partner or sub-contract with other entities to meet the terms of this RFP. In such a case, however, DOCCS will only communicate with the bidder, not the partner or sub-contractor. If bidder proposing such is awarded, the partner or sub-contractor will be required to complete a Vendor Responsibility Questionnaire.
- E. Successful bidder will be required to assure compliance with certain provisions of both state and federal law. These include, but are not limited to, assurance of non-discrimination, affirmative action in hiring and provision of services, and the protection of client records as required by law and regulation. Proposals from Minority and Women-Owned Enterprises and Service Disabled Veterans' Owned Businesses are encouraged.
- F. Unsuccessful bidders will be notified in writing and will be offered an opportunity to be debriefed. A debriefing, if any, will be scheduled for all unsuccessful bidders upon request, at a date, time and location convenient to both DOCCS and the bidder concerned.
- G. Information regarding current contracts may be requested under the Freedom of Information Law (FOIL). FOIL requests should be submitted to DOCCS Records Access Officer. Specific filing information can be obtained at <https://www.parole.ny.gov/foil.html>.

Information may be provided once the entire procurement process has been completed and formally approved by the appropriate state agencies.

- H. Upon contract award, if Contractor is not able to start the program on May 1, 2015, DOCCS has the right to withdraw its award. The proposal with the second highest point allocation will then be awarded a contract.
- I. Upon contract award the bidder will be required to sign the Non-Disclosure Agreement in *Attachment H*, Non Disclosure Agreement.
- J. The Contractor shall submit an EEO policy statement to the DOCCS Contract Procurement Unit, 550 Broadway, Menands, NY 12204 within seventy two (72) hours after the date of the notice by DOCCS to award the Contract to the Contractor.
- L. Any negotiated contract must conform to the laws of New York State and will be subject to approval by the Department of Law and the Office of the State Comptroller. The contract will not be effective until approval has been granted by the Department of Law and the Office of the State Comptroller.
- M. Information regarding the procurement procedure may be found on the webpage of the New York State Procurement Guidelines of the State Procurement Counsel at: <http://www.ogs.ny.gov/procurecounc/default.asp> and Office of General Services Procurement Services webpage at: <http://ogs.ny.gov/BU/PC/>.
- N. It is stipulated and agreed by the parties that the laws of the State of New York shall solely and in all respects govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this solicitation.
- O. In the event that any one or more of the provisions of this agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this agreement.
- P. In the event of any material breach of service by the contractor, DOCCS shall give written notice specifying the material breach. If such written notice of material breach is given and the contractor does not correct the breach to DOCCS' satisfaction within ten (10) business days after receipt of the written notice, DOCCS shall have the right to unilaterally and immediately terminate the agreement and seek a replacement contractor in order to maintain service without penalty to DOCCS.
- Q. Inspection of Books - It is expressly understood and agreed that the Department of Corrections and Community Supervision and the New York State Comptroller shall have the right to inspect and audit the Contractor's records covered under this Agreement, in accordance with his statutory responsibility to examine the books and accounts of every Agency. The New York State Comptroller requires, and the Contractor agrees to, the retention of all material that is pertinent to an audit of the operations under any contract resulting from this RFP for a full seven-year period from the expiration of the contact.
- R. Procurement Lobbying Termination - DOCCS reserves the right to terminate this contract in the event it is found that the certification filed by the Proposer in accordance with New York State Finance Law §139 j & k was intentionally false or intentionally incomplete. Upon such finding, DOCCS may exercise its termination right by providing written

notification to the Proposer in accordance with the written notification terms of this contract.

## X. **PROPOSAL SUBMISSION**

Proposals must be submitted in accordance with the following format:

- A. Standard 8.5 x 11 inch paper, one-inch margins all the way around, single-spaced, business print style font of not less than 12 points.
- B. Response must include all items detailed in the Scope of Services (***Attachment B***). Accordingly, all specifications should be addressed in the proposal response narrative.
- C. Proposals must be in a sealed package and submitted by **3:30 p.m. on December 11, 2014**. All copies of proposals should be submitted in one single sealed package. The package should contain the cost component of the proposal, which must be provided in a **sealed envelope labeled "Fiscal Component"**. Please note: Cost information must not appear in the technical proposal. All cost information must be completely independent as this is reviewed separately. Therefore, the cost materials must be enclosed in a separate sealed envelope. **Deviation from this rule may subject the proposal to outright disqualification.**
- D. Submitted proposals must include the documentation identified in the following pass/fail checklist. Failure to submit any mandatory requirements in the original proposal will result in rejection.

### **Pass/Fail Checklist**

For all documents on the checklist below provide two (2) originals plus seven (7) copies:

1. Technical Component of Proposal
2. Completed and signed Application Cover Sheet (*Attachment D*).
3. Scope of Services - Proposal Response Narrative (*Attachment B*)
4. Cost Sheet\* (*Attachment E*); **IN A SEALED LABELED ENVELOPE**
5. Copies of valid operating permits, certifications, and licenses
6. Two professional letters of reference on official letterhead
7. Legal Forms (*Attachment G*)
  - i. Completed Procurement Lobbying Act - SFL §139-j and §139-k
  - ii. Vendor Responsibility Questionnaire
  - iii. Encouraging use of NYS Businesses in contract performance

\* Please note: Cost information must not appear in the technical proposal. All cost information must be completely independent as this is reviewed separately. Therefore, the cost materials must be enclosed in a separate **SEALED LABELED** envelope. **Deviation from this rule may subject the proposal to outright disqualification.**

Any bidder that is offered a contract will be required to submit additional documentation including but possibly not limited to:

1. Legal Forms (*Attachment G*)
  - o Certificate of Workers' Compensation Insurance
  - o ST-220TD & CA Tax Certification

- Executive Order Numbers 26 & 38
- Consultant Disclosure Legislation
- 2. Signed Non-Disclosure Agreement (*Attachment H*)
- 3. Noted compliance with Appendix A Standard Clauses (*Attachment A*)
- 4. MWBE requirements (*Attachment F*)

**NOTE:** Bidders may submit these items with the bid, if desired.

**DOCCS WILL NOT CONSIDER PROPOSALS THAT ARE SUBMITTED LATE OR PROPOSALS SENT BY E-MAIL OR FAX.**

**XI. PROPOSAL EVALUATION CRITERIA**

DOCCS intends to award one contract as a result of this solicitation.

DOCCS will award a contract based upon evaluation of all aspects of the program according to the needs of the agency and the best interests of the State of New York. Award will go to the provider whose proposal provides the **best value** as determined by DOCCS, pursuant to New York State Finance Law §163 (1)(j). This is defined as the most beneficial **combination of quality and costs** for the services being requested. If the evaluation results in a tie, price shall be the basis for determining the award recipient. The basis for determining the award shall be documented in the procurement record.

A committee of DOCCS personnel, consisting of approximately seven to nine staff from various DOCCS offices will evaluate proposals independently to determine which proposals are most capable of implementing DOCCS requirements based on the following criteria:

**Phase I**

Phase I will consist of a review of each original proposal to ensure that all mandatory requirements are met. Failure to meet any of the mandatory requirements in the original proposal will result in a proposal being considered non-responsive and will result in elimination from further evaluation. All original proposals that meet the mandatory requirements will move to Phase II. Phase I is not scored; it is reviewed for compliance as noted below:

**Pass/Fail Checklist**

For all documents on the checklist below provide two (2) originals plus seven (7) copies:

1. Technical Component of Proposal
2. Completed and signed Application Cover Sheet (*Attachment D*).
3. Scope of Services - Proposal Response Narrative (*Attachment B*)
4. Cost Sheet\* (*Attachment E*); **IN A SEALED LABELED ENVELOPE**
5. Copies of valid operating permits, certifications, and licenses
6. Two professional letters of reference on official letterhead
7. Legal Forms (*Attachment G*)
  - i. Completed Procurement Lobbying Act - SFL §139-j and §139-k
  - ii. Vendor Responsibility Questionnaire
  - iii. Encouraging use of NYS Businesses in contract performance

\* Please note: Cost information must not appear in the technical proposal. All cost information must be completely independent as this is reviewed separately. Therefore,

the cost materials must be enclosed in a separate **SEALED LABELED** envelope.  
**Deviation from this rule may subject the proposal to outright disqualification.**

### **Phase II**

Phase II will consist of an evaluation of your detailed technical proposal response narrative (Attachment B). Proposals will be evaluated based on thoroughness in responding to each item. All proposed services should be adequately and completely described. A paragraph-by-paragraph response in chronological order is advised to provide the Evaluation Committee with the best method to review your proposal. The breakdown of points is outlined in Attachment B, Scope of Services.

- I. Experience/References (15 points)
- II. Service Delivery Requirements (40 points)
- III. DNA Testing (5 points)
- IV. Electronic Interface (10 points)

Points will be awarded for each category as listed above. A passing score of at least 49 points will be required to advance to Phase III. Phase II scores are calculated by adding the Total points of each reviewer and dividing that number by the total number of reviewers. This will create an average score of all evaluators.

### **Phase III**

Phase III will consist of an evaluation of the overall cost of each proposal as detailed below:

#### **Cost of Services -30 points**

The cost of each proposal will be scored as follows:

30 points will be awarded to the lowest bidder.

All other bidders will receive a percentage of 30 points based on the difference between their bid and the lowest bid using a weighted point score.

## **XII. PROPOSAL DUE DATES**

There will be a non-mandatory Bidders' Conference followed by a Site Visit at 1:00 p.m. on **Tuesday, October 21, 2014**, at Fishkill Correctional Facility, 18 Strack Drive, Beacon, New York 12508. Bidder must contact the Contract Procurement Unit at (518) 436-7886 ext. 3135 or e-mail [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov), to confirm your attendance and be advised of the time of the conference. Please refer for page 23 for the pre-registration requirements. **Pre-registration is mandatory.**

Any questions related to this RFP should be e-mailed to the Contract Procurement Unit at [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov). Please reference the RFP 2014-08 on the subject line of your email. A copy of the Bidders' Conference transcript will be posted at the following websites: DOCCS (Community Supervision) <https://www.parole.ny.gov/rfps.html> and the NYS Contract Reporter <https://www.nyscr.ny.gov/> no later than **C.O.B Thursday, October 31, 2014**. All questions must be submitted by **3:00 PM, November 13, 2014**. The responses will also be posted on DOCCS and the New York State Contract Reporter websites.

Two (2) originals plus seven (7) copies of the completed proposal, with all required attachments and documentation, must be received no later than **3:30 pm, Thursday, December 11, 2014.** Any proposal received after this date and time cannot be accepted.

**Please Note: Bidders are reminded to comply with the specific requirements related to the cost component of the proposal.**

Proposal must be received in a sealed package marked "**Proposal for Bid 2014-08**" and forwarded to:

**Attn: Marla Henriquez  
NYS Department of Corrections and Community Supervision  
Contract Procurement Unit – Support Operations  
Proposal for Bid 2014-08  
550 Broadway  
Menands, NY 12204**

## NON-MANDATORY BIDDERS' CONFERENCE & SITE VISIT

Each bidder is strongly encouraged to attend the non-mandatory Bidders' Conference and Site Visit **tentatively** scheduled for Tuesday, October 21, 2014, at 1:00 p.m., at Fishkill Correctional Facility, 18 Strack Drive, Beacon, NY 12508. The Site Visit, which will include a tour of the Facility, will immediately follow the conclusion of the Bidders' Conference. This is the only date and time available for the Bidders' Conference and Site Visit. Alternate dates for additional bidders' conferences and site visits **will not** be available.

Due to security restrictions at the correctional facility, all Bidders must pre-register with the Contract Procurement Unit at (518) 436-7886, Ext. 3135, or by email [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov), by close of business **October 17, 2014**. Upon registering, the date, time, and location of the bidders' conference and site visit will be confirmed. Each Bidder will be allowed to bring no more than three (3) representatives to attend the Bidders' Conference and Site Visit. **It is recommended that attendees arrive at least thirty minutes prior to the scheduled time of the bidders' conference and site visit. Photo identification (passport, driver's license, or DMV issued identification is required).** All clearances and other security requirements must be strictly adhered to. Weapons of any kind, cell phones, pagers, or other electronic devices are strictly prohibited.

Attendees will be required to sign in and provide basic company and contact information. This information will be used to verify attendance and communicate any changes to the solicitation (addenda). Therefore, it is imperative that the provided information be legible and accurate.

Prospective bidders arriving after the substantive portion of the bidders' conference begins (as reasonably determined by the facility manager) will be precluded from attending the bidders' conference and site visit.

In accordance with State Finance Law §139-j(3)(a)(3), this bidders' conference and site visit is covered by the permissible subject matter authorization. A vendor is authorized to speak with representatives other than Designated Contact(s) for the sole purpose of the bidders' conference and site visit (to arrange attendance, during the conduct of the visit and to pose questions regarding the site).

The bidders' conference and site visit will provide an opportunity for Bidders to obtain information about the tasks to be performed and the special needs of the facilities. Questions during the bidders' conference and site visit will be permitted. It is suggested that the bidder note the question and ask at the end of the tour. **Completion of the Bidders' Conference and Site Visit Verification Form is required and will be available to sign at the time of the Bidders' Conference and Site Visit.**

A copy of the Bidders' Conference transcript will be posted at the following websites: DOCCS (Community Supervision) <https://www.parole.ny.gov/rfps.html> and the NYS Contract Reporter <https://nyscr.ny.gov/> no later than close of business Thursday, October 31, 2014.

Verbal answers are not official answers. All questions asked at the bidders' conference or after the site visit must be submitted via email to the Contract Procurement Unit at [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov) no later than close of business Thursday, November 13, 2014. Please reference the RFP 2014-08 on the subject line of your email. Only answers provided by addendum are considered official. Answers will also be posted on the DOCCS and New York State Contractor Reporter websites by close of business Monday, November 17, 2014

**NOTE:** If there are any questions Bidders would like addressed at the bidders' conference and site visit, Bidders should submit them in writing, via email to the Contract Procurement Unit at [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov), prior to the date of the bidders' conference and site visit. Questions during the bidders' conference and site visit will be permitted, however, only questions submitted in writing and answered via addendum will be considered official.

**ATTACHMENT A**

APPENDIX A  
STANDARD CLAUSES FOR NYS CONTRACTS

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

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## STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:  
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**ATTACHMENT B**

SCOPE OF SERVICES

## **ATTACHMENT B**

### **NYSDOCCS RFP 2014-08 STATEWIDE CENTRALIZED LABORATORY SERVICES SCOPE OF SERVICES**

#### **PROPOSAL RESPONSE NARRATIVE:**

**Proposals will be evaluated based on thoroughness in responding to each item below. All proposed services should be adequately and completely described. A paragraph-by-paragraph response in chronological order is advised to provide the Evaluation Committee with the best method to review your proposal.**

**The Bidder must be able to perform all of the services outlined in this Scope of Services.**

#### **I. MANDATORY REQUIREMENTS**

**Licensure/Personnel/Insurance/Policies/Law:**

**The Bidder must supply the following mandatory documents/items with the proposal:**

1. A table of organization outlining reporting roles and responsibilities appropriate to the operation of a comprehensive medical laboratory service.
2. A copy of the operating permit from NYS DOH.
3. A copy of the operating permit from New York City Department of Health, if applicable.
4. Copies of certification by NYSDOH and a valid Clinical Laboratory Evaluation Program (CLEP) in the specialty categories for which services are provided.
5. A valid copy of a Certification of Qualification that the Lab Director possesses from NYSDOH (Division of Laboratory Quality Certification and CLEP) in the specialty categories for which services are provided.
6. Credentials of all staff that will be processing lab tests as well as supervising lab personnel who are employed by the Contractor.
7. A copy of the current Laboratory Compendium Manual.
8. Evidence that all phlebotomists who work for the Contractor have a minimum of 1 year of phlebotomy experience.
9. Documentation that any Subcontractors possess the same licenses and credentials as the Contractor's employees.

#### **The Contractor will be required to comply with the following:**

1. All of the Contractor's and Reference Laboratories/Subcontractor's employees that provide services are subject to background checks/fingerprinting. DOCCS is responsible for the cost associated with fingerprinting. All employees are subject to security procedures as required by DOCCS.

2. The Contractor will agree to abide by all relevant departmental directives, policies and procedures. Refer to Attachment K.
3. Upon award of the contract, the contractor will be provided with appropriate instruction with respect to facility rules, regulations and directives as well as required behavior of employees in a correctional setting.
4. All Contractor and/or Subcontractor employees who provide services to DOCCS will be required to comply with flu vaccination and TB protocols especially the use of N95 masks when servicing patients in respiratory isolation in addition to contact precautions when servicing patients in contact isolation.
5. The Contractor must maintain malpractice insurance in the minimum amount of \$2 million throughout the life of the contract term. **A copy of this insurance policy must be submitted by the bidder upon notice of tentative award.** In addition, the Contractor shall agree to defend and indemnify DOCCS from any negligence, including acts of medical malpractice.
6. The Contractor and all Subcontractors must comply with all sections of NYS Education Law Article 165 regarding qualifications for phlebotomists (<http://www.op.nysed.gov/prof/clt/article165.htm>).
7. Contractor and Subcontractor employees may be required to attend mandatory DOCCS training sessions, including but not limited to PREA, HIPAA, "Games Inmates Play".
8. Contractor agrees that all medical information/records will be kept confidential by all employees as well as subcontractors in accordance with applicable state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (hereinafter referred to as "HIPAA") and the regulations thereunder. In addition, Contractor will also be subject to any New York State laws, rules, regulations or DOCCS directives concerning confidentiality or medical records.
9. It is DOCCS' expectation that the Contractor will not substitute or change procedures or tests without the prior approval of the provider ordering the original tests, and/or DOCCS Central Office appointed designee.

**Reporting/Record Keeping:**

1. The CONTRACTOR will be required to provide the final results of routine laboratory test requests in hard copy format (8.5" x 11"), listing inmate name, DIN and date of birth, to the facility medical staff of the requesting correctional facility within:
  - ✓ twenty-four (24) HOURS of specimen collection for profiles;
  - ✓ twenty-four to forty-eight (24-48) HOURS for microbiology\*;
  - ✓ five (5) DAYS for all other routine tests;
  - ✓ within five (5) DAYS for routine pathology reports.

(\*unless specific tests require additional time)

2. The results of the above tests must be provided to the facility medical staff by 11:00 a.m., on the day they are due via teleprinter as well as other formats as mutually agreed upon. When results are determined to be significantly abnormal or whenever the facility medical staff have requested the results of a particular test, results will be provided by telephone, with a faxed hard copy. The contractor will work with DOCCS to

establish abnormal values of specific laboratory tests that will result in immediate notification to DOCCS.

3. In the event that an error is discovered by lab personnel that has been communicated to DOCCS, they will immediately report to facility medical staff via telephone and promptly follow up with a written report clearly identifying the error reported and the correct information. No additional fees will be charged for repeat testing when the lab is in error.
4. STAT test requests must be expedited and results provided to facility medical staff immediately upon completion. These reports will contain all the information necessary for full and proper medical diagnosis and treatment.
5. All culture report results other than those that are negative should be reported to the Regional Infection Control Nurse on at least a weekly basis for all facilities that he/she covers. This can be done electronically or via fax if the Infection Control Nurse's home office is not electronically compatible. All inmate reports must include a Name, DIN, DOB, Facility, Date lab drawn, Date lab reported. The report must clearly delineate normal from abnormal results and a reference range for each reported test. A copy of the Contractor's proposed printout of results should be supplied for review (SCORE).
6. The Contractor will provide teleprinters, modems and dedicated phone lines for computer generated test results/reports at all general confinement and reception correctional facilities. All computer and related charges will be the responsibility of the Contractor, including telephone installation, ongoing line fees, maintenance, and all other associated charges.
7. The Contractor will provide utilization and quality control reports as listed below by correctional facility to their facility medical staff with a copy to the Director of Health Services in DOCCS' Central Office or an appointed designee. Reports may be deleted or added as needed.
  - a. **Monthly Reports** - All monthly reports are due by the 10<sup>th</sup> of the following month.
    - ✓ A monthly report requires the test name, number of each test provided, Medicaid Fee Schedule Code, unit cost and total cost for each test performed.
    - ✓ A monthly report requires the test name, number of each test provided and the name of the physician that requested the tests.
    - ✓ A monthly report consolidating diagnosis.
  - b. **Annual Reports** – Each annual report is due by April 30<sup>th</sup>, of the new fiscal year and covers the time period of April 1<sup>st</sup> through March 31<sup>st</sup>, of the previous fiscal year.
    - ✓ A consolidated annual report requires the test name, number of each test provided, Medicaid Fee Schedule Code, unit cost and total cost for each test performed.

- ✓ A consolidated annual report requires the test name, number of each test provided, Medicaid Fee Schedule Code, unit cost and total cost for each test performed in descending order from the most utilized to the least utilized with grand totals of test numbers and dollar figures.
  - ✓ An annual report consolidating diagnosis.
8. The contractor will be required to provide appropriate DOCCS staff with web access to their database frontend for purposes of checking laboratory results in real time.
  9. The Contractor will provide a record retrieval system for any and all tests performed until disposal authorization is given by DOCCS. Duplicate copies must be provided within twenty-four (24) hours of the request.
  10. The Contractor will maintain efficient, complete and separate books and records concerning all areas of performance hereunder. All records maintained by the Contractor will be made available to DOCCS upon request.
  11. The Contractor will establish a quality assurance/control program on its procedures and programs which will be subject to review by DOCCS upon request, to include, but not limited to:
    - ✓ Accession logs;
    - ✓ Equipment maintenance;
    - ✓ Test accuracy;
    - ✓ Collection process

These statistics will be put in written form and submitted on a quarterly basis to DOCCS Director of Health Services, Operations and Management, or designee.

## II. **EXPERIENCE AND REFERENCES (15 POINTS)**

1. Describe your company's experience in working with or within a correctional setting. Specify the total number of years of experience, and the sizes of the populations. Identify any current services of a similar nature that are being provided to other companies and/or agencies. (10 points)
2. Provide documentation from two (2) professional references outlining past work performance. The documentations must be on official letterhead and include name, address, and phone number, for inquires. In the event that the two (2) professional references cannot be reached, DOCCS will request the information for two (2) alternate references. Please note: references from the Department of Corrections and Community Supervision staff are not acceptable. (5 points)

## III. **SERVICE DELIVERY REQUIREMENTS (40 POINTS)**

**Describe in detail how services will be provided in conformance with the requirements outlined in this RFP.**

The following description and qualifications contains the **minimum requirements** for comprehensive medical laboratory services:

1. The Contractor will demonstrate how they intend to provide comprehensive medical laboratory services for all New York State Correctional Facilities, in accordance with standards set by New York State Department of Health (NYSDOH). (8 points)
2. The Contractor will provide DOCCS with written policies and procedures which meet or exceed industry standards for the collection and storage of lab specimens and will be responsible for the distribution of approved policies and procedures to all correctional facilities. (8 points)
3. The Contractor must describe how they intend to utilize Reference Laboratories/Subcontractors (if necessary to provide appropriate and quality laboratory results) so as to not exceed 15% of the total contract cost.(8 points)
4. The Contractor will explain a process whereby a designated individual will act in a liaison capacity to DOCCS Director of Health Services, Operations and Management, or designee and the New York State Department of Health (NYSDOH) as applicable. The contractor will describe how the liaison will resolve any issues that arise (e.g. staffing, equipment, specimen pickup, supplies, test result issues). (8 points)
5. The Contractor will supply annually as well as any updates to the Laboratory Compendium Manual to each Regional Medical Director, Facility Health Service Director and to the Central Office designee. The contractor will submit a sample with this proposal. (8 points)

**Logistics:**

**The bidder's proposal must describe in detail how the following service needs will be met.**

1. The Contractor will provide a phlebotomist(s) on a regular schedule, to be mutually agreed to by the Contractor and the Superintendent or designee of the individual correctional facility. For each lab ordered by a facility health care provider, the phlebotomist will be responsible for entering the order into the contracted laboratory provider's computerized system or completing the manual requisition in addition to drawing the blood/collecting the specimen. In addition, the phlebotomist will be responsible for all immediate processing of the specimen(s) such as labeling and packaging.
2. The Contractor will provide a method of scheduled specimen pickups, Monday through Friday, at each correctional facility on a non-holiday basis at a time to be agreed upon by both the Contractor and the Superintendent or designee of each correctional facility.
3. The Contractor will provide a method for handling blood drawn by facility medical staff in each correctional facility.
4. The Contractor will provide all necessary supplies for the collection, identification and transport of specimens including, but not limited to: needles, containers, shipping materials, cold packs, request slips, labor, postage and/or mileage for specimens processed under this contract, regardless of who draws the sample(s). On an as needed basis, the Contractor will be responsible for supplying the necessary means of refrigerating/freezing specimens. The Contractor will also provide a centrifuge(s) on-site at a correctional facility as needed.

5. The Contractor will be required to retain specimens for a period of no less than seven (7) days to permit additional or repeat testing without requiring additional specimens to be drawn.
6. DOCCS Health Service staff will enter the laboratory test ordered by the health care provider into the Health Services System, FHS1. The Contractor's phlebotomist will be responsible for utilizing the computer printed Health Service System FORM HSC458, in order to enter this information in the Contractor's computerized system. The phlebotomist will be required to prepare a manual test requisition(s) if the Contractor's computerized system is not available. The facilities will maintain the manual test requisition forms for their utilization. Under no circumstance shall the phlebotomist prepare a requisition from a handwritten order. Phlebotomists employed by the Contractor are not permitted to access a patient's Ambulatory Health Record.
7. The following exception will apply: whenever there is a RN, LPN or State phlebotomist who is responsible for the lab function at a facility (i.e., Attica, Clinton, Green Haven, Ulster, etc.) the DOCCS Health Services staff will enter the labs into FHS1 system and the RN, LPN, or State phlebotomist will enter the requisition into the Contractor's computerized system or prepare a manual test requisition, when the computerized system is not available. In a facility where there are both a Contractor phlebotomist and a State phlebotomist, each individual phlebotomist will be required to enter their own lab test requisitions into the Contractor's computer system or prepare the manual test requisition when necessary. Due to the fact the Contractor's phlebotomist needs to enter data into a computerized system, they must be computer proficient.

**IV. DNA Testing (5 points)**

1. The bidder's proposal must describe your organization's experience in collecting DNA samples, including equipment used. Please note that the contractor is only required to collect the samples, not to process or analyze. (2.5 points)
2. Describe your organization's Chain of Custody procedures for processing DNA samples. (2.5 points)

**V. ELECTRONIC INTERFACE (10 POINTS)**

A potential lab vendor is expected to have (or make available) an electronic order entry and results reporting capability that is accessible to DOCCS. In addition, DOCCS has a long term goal to develop an electronic medical record. Describe your company's capability and experience with interfacing with an Electronic Medical Record system.

**VI. COST OF SERVICES ( 30 POINTS)**

30 points will be awarded to the lowest bidder. All other bidders will receive a percentage of 30 points based on the difference between their bid and the lowest bid using a weighted point score.

Conversion of price (in dollars) to a weighted point score  
 Points = Category Points X (1.0 - Bid Difference/Highest Bid)  
 Category Points = Maximum points allocated to price  
 Bid Difference = Difference between lowest offer and the offer being considered

**ATTACHMENT C**

BID DECLINATION FORM

**ATTACHMENT C**

**NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION  
RFP 2014-08 STATEWIDE CENTRALIZED LABORATORY SERVICES**

**BID DECLINATION FORM**

**Please complete the information below and return this form by fax or email to the person listed at the bottom of the page by close of business November 3, 2014.**

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Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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This organization will not submit a proposal in response to the above-reference RFP because:  
*(check all that apply)*

\_\_\_\_\_ We do not have the capacity to administer the services.

\_\_\_\_\_ We do not provide the type of services described in the RFP.

\_\_\_\_\_ We are not interested in working inside a correctional facility.

\_\_\_\_\_ Other reason(s) – please explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please remove our organization from future RFP solicitations: No \_\_\_\_\_ Yes \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Date Returned \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Thank you for providing information that will help us with future bids for this service.

Marla Henriquez  
Contract Procurement Unit  
NYS Department of Corrections & Community Supervision  
550 Broadway  
Menands, NY 12204  
518-436-7886 x 3125

Fax: (518) 436-1519

Email: [Marla.Henriquez@doccs.ny.gov](mailto:Marla.Henriquez@doccs.ny.gov)

**ATTACHMENT D**

APPLICATION COVER SHEET

## ATTACHMENT D

### NYS Department of Corrections and Community Supervision RFP 2014-08 Statewide Centralized Laboratory Services

#### APPLICATION COVER SHEET

Applicant Legal Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Website Address: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Federal Id #: \_\_\_\_\_ Vendor ID#: \_\_\_\_\_

---

---

**Submitted By:**

Name of Authorized Official: \_\_\_\_\_

Title of Authorized Official: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

**Note:** Signature lends applicant to a firm offer for a 180-day period from the date of the submission.

---

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**Pass/Fail Checklist**

For all documents on the checklist below provide two (2) originals plus seven (7) copies:

1. Technical Component of Proposal
2. Completed and signed Application Cover Sheet (*Attachment D*).
3. Scope of Services - Proposal Response Narrative (*Attachment B*)
4. Cost Sheet\* (*Attachment E*); ***IN A SEALED LABELED ENVELOPE***
5. Copies of valid operating permits, certifications, and licenses
6. Two professional letters of reference on official letterhead
7. Legal Forms (*Attachment G*)
  - i. Completed Procurement Lobbying Act - SFL §139-j and §139-k
  - ii. Vendor Responsibility Questionnaire
  - iii. Encouraging use of NYS Businesses in contract performance

\* Please note: Cost information must not appear in the technical proposal. All cost information must be completely independent as this is reviewed separately. Therefore, the cost materials must be enclosed in a separate **SEALED LABELED** envelope. **Deviation from this rule may subject the proposal to outright disqualification.**

## ATTACHMENT D

### Other Documentation

Any bidder that is offered a contract will be required to submit additional documentation including, but possibly not limited to:

1. Legal Forms (*Attachment G*)
  - Certificate of Workers' Compensation Insurance
  - ST-220TD & CA Tax Certification
  - Executive Order Numbers 26 & 38
  - Consultant Disclosure Legislation
2. Signed Non-Disclosure Agreement (*Attachment H*)
3. Noted compliance with Appendix A Standard Clauses (*Attachment A*)
4. MWBE requirements (*Attachment F*)

**NOTE:** Bidders may submit these items with the bid, if desired

**ATTACHMENT E**

COST SHEET

## Attachment E

**NYS Department of Corrections and Community Supervision  
RFP 2014-08 Statewide Centralized Laboratory Services  
Cost Sheet**

Percentage of Medicaid billing for each individual lab \_\_\_\_\_%

	Price for each DNA Specimen Collection	Estimated Annual Number of Draws	TOTAL (Price x Est. Annual Draws)
1	\$	4,800	\$

	Price for each Blood Draw	Estimated Annual Number of Draws	TOTAL (Price x Est. Annual Draws)
2	\$	98,000	\$

	Price for Travel Allowance per Site	Estimated Annual Number of Trips	TOTAL (Price x Est. Annual Travel Allowance per Site)
3	\$	4,000	\$

**Grand Total for Proposal (1+2+3) \$ \_\_\_\_\_**

The number of blood draws and trips are just an estimate and are not guaranteed. Blood draws and trips may increase or decrease during the term of the contract at the price per draw and trip.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

**ATTACHMENT F**

M/WBE FORMS



NEW YORK STATE  
DEPARTMENT OF CORRECTIONS  
AND COMMUNITY SUPERVISION

STAFFING PLAN  
EQUAL EMPLOYMENT OPPORTUNITY

SUBMIT WITH BID OR PROPOSAL, or within a reasonable time thereafter as requested by DOCCS, but prior to Contract Award.

<b>Solicitation No.:</b>	<b>Reporting Entity:</b> <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Report includes Contractor's <input type="checkbox"/> Contractor's work force to be utilized on this contract <input type="checkbox"/> Contractor's total work force <input type="checkbox"/> Subcontractor's work force to be utilized on this contract <input type="checkbox"/> Subcontractor's total work force  <b>Submit completed form to:</b> NYS Dept of Corrections and Community Supervision Contract Management Unit 97 Central Avenue Albany, NY 12206
<b>Contractor/Subcontractor's Name:</b>		
<b>Contractor/Subcontractor's Address:</b>		
<b>FEIN:</b>	<b>Telephone #:</b>	

Enter the total number of employees for each classification.

EEO Job Category	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification								Disabled		Veteran			
		Total Male (M)	Total Female (F)	White (Not Hispanic/Latino)		Black (Not Hispanic/Latino)		Hispanic or Latino		Asian (Not Hispanic/Latino)		American Indian or Alaskan Native (Not Hispanic/Latino)		(M)	(F)	(M)	(F)
Executive/Senior level Officials & Managers																	
First/Mid level officials & Managers																	
Professionals																	
Technicians																	
Sales Workers																	
Administrative Support Workers																	
Craft Workers																	
Operatives																	
Laborers and Helpers																	
Service Workers																	

Totals																	
<b>PREPARED BY (Signature):</b>								<b>TELEPHONE NO.:</b>				<b>DATE:</b>					
								<b>EMAIL ADDRESS:</b>									
<b>NAME AND TITLE OF PREPARER (Print or Type):</b>								<b>FOR AGENCY USE ONLY</b>									
								<b>REVIEWED BY:</b>				<b>DATE:</b>					

**General instructions:** All Offerors must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's total work force, the Offeror shall complete this form for the contractor's current total work force. Subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor must complete this form upon request of DOCCS.

**Instructions for completing:**

1. Enter the Solicitation Number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate type of work force being reported
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading "Work force by Gender."
6. Break down the total work force by race/ethnic background and enter under the heading "Work force by Race/Ethnic Identification."
7. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

**RACE/ETHNIC IDENTIFICATION**

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

**WHITE** - (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

**BLACK** – (Not of Hispanic origin) A person who has origins in any of the black racial groups of Africa.

**HISPANIC or LATINO** - All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race

**ASIAN & PACIFIC ISLANDER** - All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

**AMERICAN INDIAN or ALASKAN NATIVE** - A person having origins in any of the original peoples of North or South America (including Central America), and who maintains tribal affiliation or community recognition.

**OTHER CATEGORIES**

- **DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity (ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VETERAN** - an individual who served in the military during time of war.



**NEW YORK STATE  
DEPARTMENT OF CORRECTIONS  
AND COMMUNITY SUPERVISION**

**M/WBE UTILIZATION PLAN**

**INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter. This Utilization Plan must contain a detailed description of the supplies, purchases, and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.**

**Contactor's Name:**  
**Address:**  
**City, State, Zip Code:**

**Federal Identification Number:**  
**Solicitation/Contract Number:**  
**Telephone Number:**

**Region/Location of Work:**

**M/WBE Goals in the Contract:** MBE    %    WBE    %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Detailed Description of Work/Purchase (Attach additional sheets, if necessary)	4. Dollar Value of Subcontracts/Supplies/Services and intended performance dates of each component of the contract.
A.	<b>NYS ESD CERTIFIED</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE Federal ID No. _____		
B.	<b>NYS ESD CERTIFIED</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE Federal ID No. _____		
C.	<b>NYS ESD CERTIFIED</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE Federal ID No. _____		

**IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, CONTRACTOR MUST SUBMIT A REQUEST FOR WAIVER. Contact DOCCS ODM-MWBE Office.**

Submission of this form constitutes the contractor's acknowledgement and agreement to comply with the M/WBE requirements set forth under NYS Executive Law, Article 15-A and 5 NYCRR Part 142. Failure to submit complete and accurate information may result in a finding of noncompliance or rejection of the bid/proposal and/or suspension or termination of the contract.

<b>NAME AND TITLE OF PREPARER (Print or Type):</b>	<b>Submit completed form to:</b> NYS Dept of Corrections and Community Supervision Contract Management Unit 97 Central Avenue Albany, NY 12206
--	--

**FOR M/WBE USE ONLY**

**REVIEWED BY:**

**DATE:**

**UTILIZATION PLAN APPROVED:**  YES  NO Date:

**Contract No:**

**Contract Award Date:**

**Estimated Date of Completion:**

**Amount Obligated Under the Contract:**

**NOTICE OF DEFICIENCY ISSUED:**  YES  NO Date: \_\_\_\_\_

**NOTICE OF ACCEPTANCE ISSUED:**  YES  NO Date: \_\_\_\_\_

**Instructions:**

1. Contractor Information: Enter contractor name, address, and federal employer identification number (FEIN).
2. Region/Location of Work: Enter region/location of work or facility name.
3. Project M/WBE Goals: Enter M/WBE Project Goals. These goals are to be accomplished by subcontracting with NYS certified M/WBE's.
4. Subcontractor – NYS Certified M/WBE Information: Enter name of certified M/WBE, address, telephone number and federal ID number. Verify in the Directory of Certified Minority and Women-Owned Businesses available at <http://www.esd.gov> that they are a NYS certified Minority or Women Business.
5. Indicate certification type - MBE, WBE, or both by checking the appropriate boxes, Y (Yes) or N (No).
6. Describe the type of services the M/WBE vendors will provide in relation to the contract and estimate the amount the contractor will spend with these vendors.

**Special Note:** This section does not need to be completed if the contractor is a certified minority and women-owned business enterprise (dual certified) and responsible for one hundred percent of the contract performance. If this is the case, proceed to the signature section and attach a printout from the Directory of Certified Minority and Women-Owned Businesses available at <http://www.esd.gov> showing the contractor is a dual New York certified M/WBE. If the contractor is a NYS certified minority business enterprise (MBE) or women-owned business enterprise (WBE), this section needs to be completed to satisfy the goal for which the contractor is not certified. For example, if the contractor is a NYS certified MBE, the contractor is required to subcontract with a NYS certified WBE to achieve the WBE Project goals.

7. Signature Section: Sign, print name, enter telephone number and date.

# **ATTACHMENT G**

## LEGAL FORMS

COMPLIANCE WITH STATE FINANCE LAW

VENDOR RESPONSIBILITY QUESTIONNAIRE

ENCOURAGING USE OF NYS BUSINESSES

## PROCUREMENT LOBBYING CERTIFICATION

By signing, the offerer/bidder affirms that it understands and agrees to comply with the NYS Office of General Services (OGS) procedures relative to permissible contacts, as required by State Finance Law §139-j and §139-k.

Procurement Lobbying information can be accessed at:

<http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-j.htm> and  
<http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-k.htm>

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### Prior Non-Responsibility Determinations – State Finance Law §139-k

1. Has any Government Entity made a finding of non-responsibility against this organization/company? **No** **Yes**
2. If yes, was the basis for the finding of non-responsibility due to a violation of SFL§139-j or due to the intentional provision of false or incomplete information to a Government Entity? **No** **Yes**
3. Has any Government Entity terminated or withheld a procurement contract with this organization/company due to the intentional provision of false or incomplete information? **No** **Yes**

*If yes to any of the above questions, provide complete details on a separate page and attach.*

### Offerer Certification:

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

### Procurement Lobbying Termination

DOCCS reserves the right to terminate this contract in the event it is found that the certification filed by the Offeror/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, DOCCS may exercise its termination right by providing written notice to the Offeror/bidder in accordance with the written notification terms of the contract.

## VendRep System Checklist - Steps to Start & Effectively Use the VendRep System

Use this checklist to ensure that you complete all required steps to enroll a Business Entity with the Office of the State Comptroller (OSC) Online Services AND complete and certify a vendor responsibility questionnaire. It is suggested that you print this checklist. For detailed instructions, view the online training modules at [http://www.osc.state.ny.us/vendrep/vrsystem\\_vendor\\_support.htm#vtraining](http://www.osc.state.ny.us/vendrep/vrsystem_vendor_support.htm#vtraining).

Description	Complete
-------------	----------

**Step 1. Enroll in the OSC Online Services**

Go to <https://portal.osc.state.ny.us/wps/portal> and click "Enroll Now." To enroll in OSC Online Services you will need:

- Business Entity Legal Business Name, address, and telephone number
- Taxpayer ID Number

**Step 2. Submit Business Account Authorization Form**

The Business Account Authorization Form must be COMPLETED, NOTARIZED and SUBMITTED to OSC by fax, e-mail, or mail. If you do not print or save the form during enrollment, the form can be found at: <http://www.osc.state.ny.us/portal/forms/aaform.pdf>



**Within a reasonably brief period after OSC's receipt of the Business Account Authorization Form, you will receive two e-mails from OSC providing instructions for secure access to the New York State VendRep System. The following steps CAN NOT be completed until the emails are received.**



**Step 3. Create User Password**

Follow the instructions and link provided in the email to create a password.

**Step 4. Create Additional Users and Assign VendRep Roles**

To complete and certify a Vendor Responsibility Questionnaire, your users, collectively, must have the Administrator, Contributor, and Certifier role assigned. At your discretion, you may determine to assign these roles to one user or different users.

How do I add users and roles? Access the link below for more information:

[http://www.osc.state.ny.us/vendrep/vrsystem\\_vendor\\_support.htm#vtraining](http://www.osc.state.ny.us/vendrep/vrsystem_vendor_support.htm#vtraining)

**Step 5. Log into the VendRep System and complete Basic Vendor Data**

<https://portal.osc.state.ny.us/wps/portal>

**Note:** The user completing Basic Vendor Data must have the "Administrator" role.

This information determines the type of Vendor Responsibility Questionnaire that is provided to the entity to complete.

**Step 6. Complete a Vendor Responsibility Questionnaire**

**Note:** The user completing the Vendor Responsibility Questionnaire must have a "Contributor" role.

All questions in the questionnaire must be responded to. The questionnaire can be accessed from the Summary or Home page.

**Step 7. Certify a Vendor Responsibility Questionnaire**

**Note:** The user certifying a Vendor Responsibility Questionnaire must have a "Certifier" role.

All sections of the Vendor Responsibility Questionnaire must have a status of "complete" before the questionnaire can be certified. To certify the Questionnaire a user clicks the "Certify" button at the bottom of the Overview page.

*Only upon certification of the Questionnaire, will state contracting entities be able to view a business entity's information.*

If there are any questions, contact the OSC Help Desk at 518-408-4672, 866-370-4672 or [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us).

**ENCOURAGING USE OF NEW YORK STATE BUSINESSES  
IN CONTRACT PERFORMANCE**

New York State businesses have a substantial presence in State Contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders/Proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/Proposers need to be aware that all authorized users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Bidders/Proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State Contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the Contractor and its New York State business partners. New York State businesses will promote the Contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. The State therefore expects Bidders/Proposers to provide maximum assistance to New York businesses in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

**Bidders/Proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:**

**Will New York State Businesses be used in the performance of this Contract? \_\_\_\_\_ Yes \_\_\_\_\_ No**

**If yes, identify New York State Business(es) that will be used; (Attach identifying information).**

## **Workers' Compensation Requirements Under WCL §57**

To assist the Department of Corrections and Community Supervision (DOCCS) in enforcing Section §57 of the Workers' Compensation Law, organizations entering into contracts with DOCCS MUST provide the Worker's Compensation and Disability Benefits forms. To aid you in resolving this matter, the following links to information regarding acceptable proofs of coverage are provided.

Workers' Compensation –

<http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp>; AND

Disability Benefits -

<http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp>

### **PLEASE NOTE:**

The name and FEIN of the contracting entity must be identical to the name and FEIN identified on the proof of coverage or exemption

An ACORD form is not an acceptable proof of workers' compensation coverage and/or disability benefits insurance

In the instance of exemption, please be advised that the WCB does not verify Attestations for Exemption. It is incumbent on the state contracting entity to verify the validity of the entity's reason for exemption; please verify and provide a copy of the signed and dated exemption certificate.

Exemption -

[http://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)

Questions regarding coverage requirements may be directed to the WCB Compliance Division, Customer Service Toll-Free Number, (877) 632-4996 or (518) 462-8880.



# Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

# ST-220-CA

(12/11)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help?* on back).

Contractor name		For covered agency use only Contract number or description	
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)		Estimated contract value over the full term of contract (but not including renewals)	
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)		\$
Contractor's telephone number	Covered agency name		
Covered agency address		Covered agency telephone number	

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_

(name)

(title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with \_\_\_\_\_  
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(sign before a notary public)

\_\_\_\_\_  
(title)

## Instructions

### General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

**Note:** Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

### When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, before me personally appeared \_\_\_\_\_,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
\_he resides at \_\_\_\_\_,
Town of \_\_\_\_\_,
County of \_\_\_\_\_,
State of \_\_\_\_\_; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): \_he executed the foregoing instrument in his/her name and on his/her own behalf.
(If a corporation): \_he is the \_\_\_\_\_
of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board
of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for
purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on
behalf of said corporation as the act and deed of said corporation.
(If a partnership): \_he is a \_\_\_\_\_
of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said
partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth
therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said
partnership as the act and deed of said partnership.
(If a limited liability company): \_he is a duly authorized member of \_\_\_\_\_,
LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument
on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed
the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited
liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain
personal information pursuant to the New York State Tax Law, including but
not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096,
1142, and 1415 of that Law; and may require disclosure of social security
numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities
and, when authorized by law, for certain tax offset and exchange of tax
information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided
to certain state agencies for purposes of fraud prevention, support
enforcement, evaluation of the effectiveness of certain employment and
training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or
criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management,
NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone
(518) 457-5181.

Need help?

Visit our Web site at www.tax.ny.gov
• get information and manage your taxes online
• check for new online services and features

Telephone assistance

Sales Tax Information Center: (518) 485-2889
To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with
hearing and speech disabilities using a TTY): (518) 485-5082

Persons with disabilities: In compliance with the
Americans with Disabilities Act, we will ensure that our
lobbies, offices, meeting rooms, and other facilities are
accessible to persons with disabilities. If you have questions
about special accommodations for persons with disabilities, call the
information center.



# Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

# ST-220-TD

(12/11)

**For information, consult Publication 223, Questions and Answers Concerning Tax Law Section 5-a (see Need help? below).**

Contractor name				
Contractor's principal place of business		City	State	ZIP code
Contractor's mailing address (if different than above)				
Contractor's federal employer identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)		Contractor's telephone number (     )
Covered agency or state agency	Contract number or description		Estimated contract value over the full term of contract (but not including renewals) \$	
Covered agency address			Covered agency telephone number	

## General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*. See *Need help?* for more information on how to obtain this publication.

**Note:** Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT  
DATA ENTRY SECTION  
W A HARRIMAN CAMPUS  
ALBANY NY 12227**

## Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

## Need help?



Visit our Web site at **[www.tax.ny.gov](http://www.tax.ny.gov)**

- get information and manage your taxes online
- check for new online services and features



### Telephone assistance

**Sales Tax** Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

**Text Telephone (TTY) Hotline** (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



**Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_  
*(name)* *(title)*  
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

**Complete Sections 1, 2, and 3 below. Make only one entry in each section.**

**Section 1 — Contractor registration status**

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

**Section 2 — Affiliate registration status**

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

**Section 3 — Subcontractor registration status**

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
*(sign before a notary public)*

\_\_\_\_\_  
*(title)*





Published on Governor Andrew M. Cuomo (<http://www.governor.ny.gov>)

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# No.26 STATEWIDE LANGUAGE ACCESS POLICY

**WHEREAS**, two and one-half million New Yorkers have limited-English proficiency which means they do not speak English as their primary language and have limited ability to read, speak, write or understand English, thereby presenting potential barriers to accessing important government programs or services; and

**WHEREAS**, the public safety, health, economic prosperity, and general welfare of all New York residents is furthered by increasing language access to State programs and services; and

**WHEREAS**, the State is committed to ensuring that language access services are implemented in a cost effective and efficient manner;

**NOW, THEREFORE**, I, Andrew M. Cuomo, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and laws of the State of New York, do hereby order as follows:

1. Executive State agencies that provide direct public services shall translate vital documents, including essential public documents such as forms and instructions provided to or completed by program beneficiaries or participants. The translation shall be in the six most common non-English languages spoken by individuals with limited-English proficiency in the State of New York, based on United States census data, and relevant to services offered by each of such agencies. Translation shall be achieved on a rolling basis to be completed no later than 365 days of the signing of this Order.
2. Each such agency shall provide interpretation services between the agency and an individual in his or her primary language with respect to the provision of services or benefits.

3. Each such agency shall publish a language access plan that will reflect how the agency will comply with this Order and all progress since it last submitted a language access plan. Such plan shall be issued within 90 days of the signing of this Order, and updated every two years thereafter.

4. Each language access plan shall set forth, at a minimum, the following:

- a. When and by what means the agency will provide or is already providing language assistance services;
- b. The titles of all available translated documents and the languages into which they have been translated;
- c. The number of public contact positions in the agency and the number of bilingual employees in public contact positions, including the languages they speak;
- d. A training plan for agency employees which includes, at minimum, annual training on the language access policies of the agency and how to provide language assistance services;
- e. A plan for annual internal monitoring of the agency's compliance with this Order;
- f. A plan of how the agency intends to notify the population of offered language assistant services; and
- g. A language access coordinator at the agency, who shall be publicly identified.

5. The language access coordinator for each such agency shall monitor the agency's compliance with this Order by annually collecting data on the provision of language assistance services, the availability of translated materials, whether signage is properly posted, and any other relevant measures.

6. The Deputy Secretary for Civil Rights shall oversee, coordinate and provide guidance to agencies in implementing this Order and ensure that the provision of services by agencies meets acceptable standards of translation or interpretation.

G I V E N under my hand and the Privy Seal of the  
State in the City of Albany this sixth day  
of October in the year two thousand  
eleven.

BY THE GOVERNOR

Secretary to the Governor

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**Source URL:** <http://www.governor.ny.gov/executiveorder/26>

2012 Sess. Law News of N.Y. Exec. **Order 38** (McKINNEY'S)

McKINNEY'S 2012 SESSION LAW NEWS OF NEW YORK

**Executive Order No. 38**  
LIMITS ON STATE-FUNDED ADMINISTRATIVE COSTS & **EXECUTIVE** COMPENSATION

January 18, 2012

WHEREAS, State Government in New York directly or indirectly funds, or authorizes reimbursements with other taxpayer dollars to, a large number of tax exempt organizations and for-profit entities that provide critical services to New Yorkers in need; and

WHEREAS, State Government in New York has an ongoing obligation to ensure that taxpayers' dollars are used properly, efficiently and effectively to improve the lives of New Yorkers and our communities; and

WHEREAS, in certain instances providers of services that receive State funds or State-authorized payments have used such funds to pay for excessive administrative costs and outsized compensation for their senior **executives**, rather than devoting a greater proportion of such funds to providing direct care or services to their clients; and

WHEREAS, such abuses involving public funds harm both the people of New York who are paying for such services, and those persons who must depend upon such services to be available and well-funded; and

WHEREAS, to curb such abuses in **executive** compensation and administrative costs and ensure that taxpayer dollars are used first and foremost to help New Yorkers in need;

NOW, THEREFORE, I, Andrew M. Cuomo, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and laws of the State of New York, do hereby **order** as follows:

1. Within ninety days of this **Executive Order**, the commissioner of each **Executive State** agency that provides State financial assistance or State-authorized payments to providers of services, including but not limited to the Office for People with Developmental Disabilities, Office of Mental Health, Office of Alcoholism and Substance Abuse Services, Office of Children and Family Services, Office of Temporary and Disability Assistance, Department of Health, Office for the Aging, Division of Criminal Justice Services, and Office of Victim Services shall promulgate regulations, and take any other actions within the agency's authority including amending agreements with such providers to address the extent and nature of a provider's administrative costs and executive compensation that shall be eligible to be reimbursed with State financial assistance or State-authorized payments for operating expenses.
2. Each such agency's regulations shall include but not be limited to requirements that providers of services that receive reimbursements directly or indirectly from such agency must comply with the following restrictions:
  - a. No less than seventy-five percent of the State financial assistance or State-authorized payments to a provider for operating expenses shall be directed to provide direct care or services rather than to support administrative costs, as these terms are defined by the applicable State agency in implementing these requirements. This percentage shall increase by five percent each year until it shall, no later than April 1, 2015, remain at no less than eighty-five percent thereafter.
  - b. To the extent practicable, reimbursement with State financial assistance or State-authorized payments shall not be provided for compensation paid or given to any executive by such provider in an amount greater than \$199,000 per annum, provided, however, that the commissioner of each agency shall have discretion to adjust this figure annually based on appropriate factors and subject to the approval of the Director of the Budget, but in no event shall such figure exceed Level I of the federal government's Rates of Basic Pay for the Executive Schedule promulgated by the United States Office of Personnel Management.
3. A provider's failure to comply with such regulations established by the applicable state agency

shall, in the commissioner's sole discretion, form the basis for termination or non-renewal of the agency's contract with or continued support of the provider. Each agency's regulations shall provide that, under appropriate circumstances and upon a showing of good cause, a provider may be granted a waiver from compliance with these or other related requirements in whole or in part subject to the approval of the applicable State agency and the Director of the Budget.

4. The commissioner for each such agency shall regularly obtain the data from providers that is needed to monitor the providers' compliance with these requirements and shall report to the Director of the Budget on an annual basis the impact of these requirements on the use of public funds to support excessive executive compensation and administrative costs among providers.

(L.S.)

GIVEN under my hand and the Privy Seal of the State in the City of Albany, this eighteenth day of January in the year two thousand twelve.

*BY THE GOVERNOR*

/S/ Andrew M. Cuomo

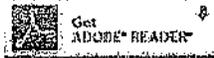
/S/ Lawrence Schwartz

*Secretary to the Governor*

NY LEGIS EXEC **ORDER 38** (2012)

END OF DOCUMENT

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## CONSULTANT DISCLOSURE REPORTING REQUIREMENTS CONTRACTOR INSTRUCTIONS

### Background:

Pursuant to New York State Finance Law Section 163(4)(g), state agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract, such report to include for each employment category within the contract: (i) the number of employees employed to provide services under the contract, (ii) the number of hours they work, and (iii) their total compensation under the contract. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

Contractors selected for award on the basis of a procurement issued by DOCCS (Request for Proposals, Mini-Bid, or Invitation for Bids) must complete **Form A, State Consultant Services – Contractor’s Planned Employment from Contract Start Date through the End of the Contract Term** upon notification of award. The completed **Form A** must include information for all employees that will be providing services under the contract, whether employed by the contractor or by a subcontractor.

Contractors selected for award are also required to complete **Form B, State Consultant Services Contractor’s Annual Employment Report** annually for each year of the contract term, on a State fiscal year basis. The first report is due on May 15 for the period April 1 through March 31.

Form A must be submitted to DOCCS as the contracting agency, and Form B must be submitted to DOCCS (as the contracting agency), the Department of Civil Service, and the Consultant Reporting Section of the Bureau of Contracts at OSC, at the addresses provided in these instructions.

**Form A, State Consultant Services – Contractor’s Planned Employment from Contract Start Date through the End of the Contract Term** and **Form B, State Consultant Services Contractor’s Annual Employment Report**, are attached to these instructions. Please see these instructions for further information regarding completion and submission of the forms.

### INSTRUCTIONS

#### FORM A:

Upon notification of contract award, use Form A, State Consultant Services Contractor’s Planned Employment From Contract Start Date Through the End of the Contract Term, attached to these instructions, to report the necessary planned employment information prospectively from the start date through the end of the contract term. This is a one-time reporting requirement.

Complete **Form A** for contracts for consulting services in accordance with the following:

- **Employment category:** the specific occupation(s), as listed in the O\*NET occupational classification system, which best describe the employees anticipated to be providing services under the contract.  
(Note: Access the O\*NET database, which is available through the US Department of Labor’s Employment and Training Administration, on-line at [www.online.onetcenter.org](http://www.online.onetcenter.org) to find a list of occupations.)
- **Number of employees:** the total number of employees in the employment category anticipated to be employed to provide services under the contract, including part time employees and employees of subcontractors.
- **Number of hours to be worked:** the total number of hours anticipated be worked by the employees in the employment category.
- **Amount payable under the contract:** the total amount payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Submit completed **Form A** within 48 hours of notification of selection for award to DOCCS (as the contracting agency) at the address listed below.

## **INSTRUCTIONS**

### **FORM B:**

Use **Form B, State Consultant Services Contractor's Annual Employment Report**, attached to these Instructions, to report the annual employment information required by the statute. This form will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31). Submit **Form B** to DOCCS (as the contracting Agency), the Department of Civil Service (DCS), and to the Consultant Reporting Section of the Bureau of Contracts at OSC at the addresses listed below.

Complete **Form B** for contracts for consulting services in accordance with the following:

- **Scope of Contract:** a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** the specific occupation(s), as listed in the O\*NET occupational classification system, which best describe the employees providing services under the contract.

(Note: Access the O\*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at [www.online.onetcenter.org](http://www.online.onetcenter.org) to find a list of occupations.)

- **Number of Employees:** the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.
- **Number of hours worked:** the total number of hours **worked** during the Report Period by the employees in the employment category.
- **Amount Payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

**Submit the completed Form B annually by May 15<sup>th</sup> for each State fiscal year (or portion thereof) the contract is in effect, as follows:**

### **To DOCCS (as the contracting Agency):**

By mail: Sandra Downey, Director of Budget & Finance  
NYS Dept. of Corrections & Community Supervision  
Harriman State Campus - Building #2  
1220 Washington Avenue  
Albany, NY 12226-2050

By email: [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov)

### **To the Consultant Reporting Section of the Bureau of Contracts at OSC:**

By mail: NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11<sup>th</sup> Floor  
Albany, NY 12236

By fax: Attn: Consultant Reporting  
(518) 474-8030 or (518) 473-8808

### **To Dept. of Civil Service:**

By mail: NYS Department of Civil Service  
Alfred E. Smith Office Building  
Albany, NY 12239  
Attn: Executive Office





**ATTACHMENT H**

NON- DISCLOSURE AGREEMENT

**NEW YORK STATE  
DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION  
NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement is entered into on the \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the New York State Department of Corrections and Community Supervision (hereinafter "DOCCS"), located at The Harriman State Campus, Building 2, 1220 Washington Avenue, Albany, New York 12226 and \_\_\_\_\_ (hereinafter "Recipient") located at \_\_\_\_\_.

The DOCCS is a law enforcement agency that is responsible for the confinement of inmates and supervises parolees in New York State. DOCCS possesses information relating to inmates and/or parolees that is confidential and is maintained for public safety and welfare.

NOW THEREFORE, in consideration for the mutual undertakings of the DOCCS and the Recipient under this Agreement, the parties agree as follows:

1. Confidential Information

The Recipient acknowledges that during the course of the engagement at DOCCS, there may be confidential information disclosed to them including, but not limited to:  
Technical information: methods, processes, formulae, systems, techniques, computer programs, research projects, plans, drawings, blueprints, and design specifications  
Business information: vendor lists, customer lists, constituent lists, financial data, statistical data, strategic plans, offender/releasee case files and the contents thereof, photographs, laboratory reports, charts, studies, NYSID/DIN Numbers, employee information/personnel files, all information concerning employment applicants, information relating to any victim/family of a victim and/or correspondence, social security numbers, dates of birth, drug and alcohol tests and treatment information, health and/or mental health information including but not limited to, all records subject to the laws, rules, and regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), rap sheets, photos and fingerprint data, documents/data not created by DOCCS, legal documents, correspondence, and litigation files, DOCCS policies, procedures and manuals, equipment used by DOCCS, or information regarding DOCCS's business dealings and relations with other parties.

2. Confidentiality

No Use. Recipient agrees not to use the Confidential Information in any way, except for the purpose of the projects or assignments they are performing for DOCCS.

No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees and/or consultants designated by DOCCS having a need of disclosure in connection with Recipient's authorized use of the Confidential Information. This includes employees and consultants that may not be directly working on the project or job. Recipient agrees not to disclose the nature of the work to any third party without prior written DOCCS consent. In the circumstance where the signer of this document is representing a Recipient with more than one employee, the Recipient also agrees that

all of its current and future staff who may be involved in the relationship with DOCCS have been and will be instructed in the requirements of this agreement.

Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons. Such steps shall include keeping Confidential Information stored in a locked office/facility where only authorized personnel would have access.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation to respect such information where the information:
  - a. was known to Recipient prior to receiving any of the Confidential Information from DOCCS;
  - b. has become publicly known through no wrongful act of Recipient;
  - c. was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
  - d. was independently developed by the Recipient without the use of the Confidential Information; or
  - e. was ordered to be publicly released by the requirement of a government agency or judicial proceeding.
4. Maintenance, Return, and Destruction of the DOCCS Confidential Material. Upon the DOCCS's direction, Recipient will return any Confidential Information whether electronic, paper, or other media within 48 hours of agreement termination. Returned electronic information to DOCCS must be decrypted. Copies whether electronic, paper, or other media within 48 hours of agreement termination, will be destroyed by methodology chosen by DOCCS.
5. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of DOCCS, and that DOCCS may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information. All products, whether physical or intellectual, produced in this relationship are DOCCS property and the Recipient has no rights to claim, distribute, or market such product or related DOCCS information without prior written consent from DOCCS Management, except to the degree that a valid contract between Recipient and DOCCS explicitly grants such rights. Recipient will comply with all DOCCS security policies, procedures and standards and follow best industry accepted security practices.
6. Term and Termination. This Agreement may be terminated by mutual consent. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.
7. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) DOCCS, its successors, and assigns; and (b) Recipient, its successors and assigns.

8. Jurisdiction and Venue: The laws of the State of New York shall govern this Agreement. If federal jurisdiction exists, we consent to exclusive jurisdiction and venue in the federal courts in Northern District of New York. If not, we each consent to the exclusive jurisdiction and venue in the Supreme Court of Albany County, New York.

9. Miscellaneous.

9.1 In the event that a portion of this Agreement is found to be unenforceable, the remainder of the Agreement shall stay in effect.

9.2 Any delay or failure of either of us to exercise a right to remedy will not result in a waiver of that, or any other right or remedy.

9.3 Each of us acknowledges that money damages may not be sufficient compensation for a breach of this Agreement. DOCCS reserves the right to receive an injunction from an appropriate New York State Court if the Agreement is breached.

9.4 In any dispute relating to this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs.

9.5 This agreement does not grant any implied intellectual property license to confidential information, except as stated above.

9.6 Confidential information must be encrypted in transit or at rest. *Encryption* methods must comply with state policy: Cryptographic Controls Standard (P03-002, Part 11. Systems Development and Maintenance Policy) S10-006 - V1.0 - February 12, 2010 located at the following URL:

<http://www.cscic.state.ny.us/lib/policies/documents/Cyber-Security-Standard-S10-006-Cryptographic-Controls.pdf>.

9.7 Penalty for non-compliance. Violation of this agreement could involve penalties, up to and including, relationship termination, and civil and criminal prosecution in accordance to all applicable laws.

**RECIPIENT:** ( \_\_\_\_\_ )

Name  
(please print) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION**

Name  
(please print) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

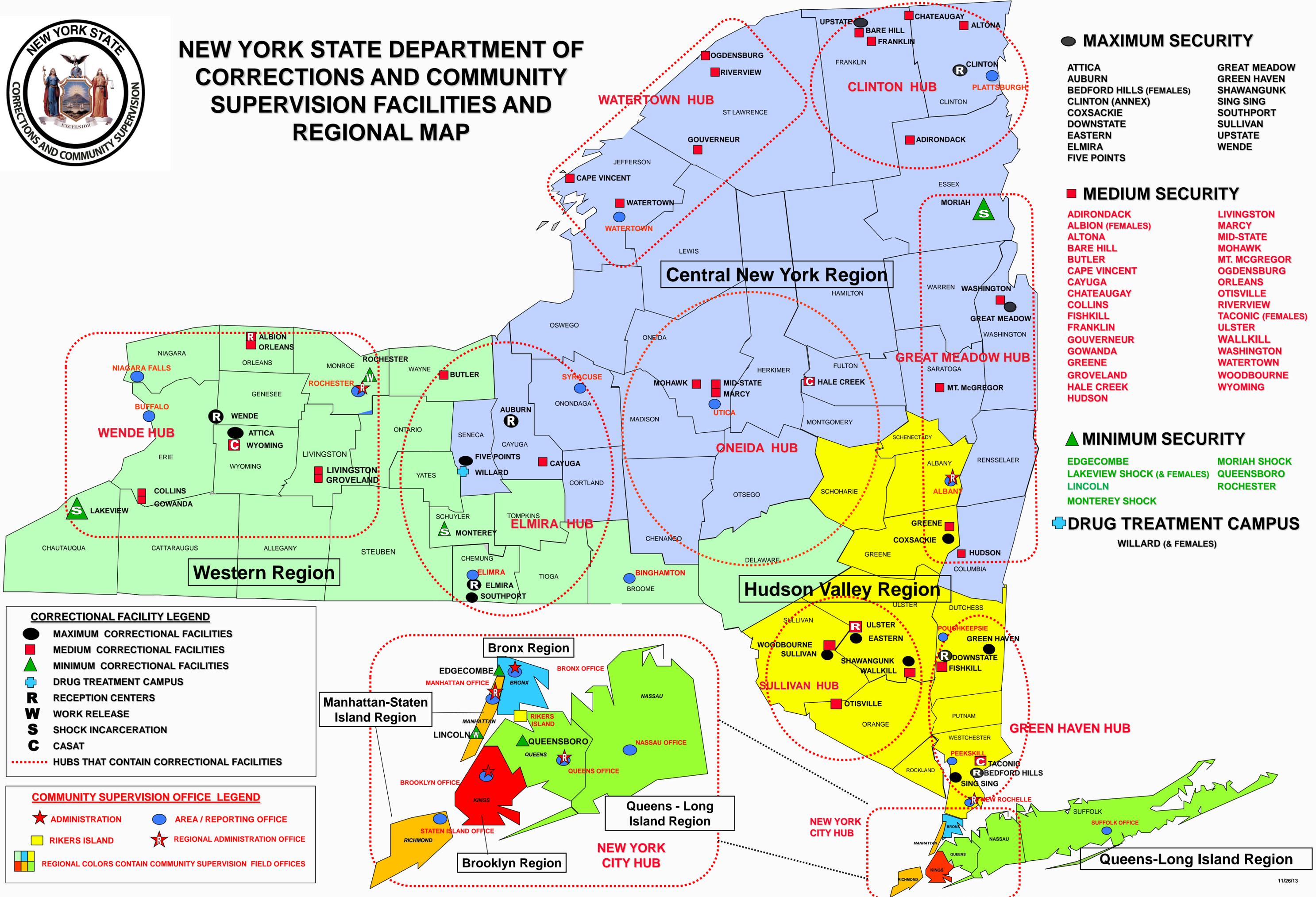
Date \_\_\_\_\_

**ATTACHMENT I**

DOCCS GEOGRAPHICAL MAP



# NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION FACILITIES AND REGIONAL MAP



## ● MAXIMUM SECURITY

- |                         |              |
|-------------------------|--------------|
| ATTICA                  | GREAT MEADOW |
| AUBURN                  | GREEN HAVEN  |
| BEDFORD HILLS (FEMALES) | SHAWANGUNK   |
| CLINTON (ANNEX)         | SING SING    |
| COXSACKIE               | SOUTHPORT    |
| DOWNSTATE               | SULLIVAN     |
| EASTERN                 | UPSTATE      |
| ELMIRA                  | WENDE        |
| FIVE POINTS             |              |

## ■ MEDIUM SECURITY

- |                  |                   |
|------------------|-------------------|
| ADIRONDACK       | LIVINGSTON        |
| ALBION (FEMALES) | MARCY             |
| ALTONA           | MID-STATE         |
| BARE HILL        | MOHAWK            |
| BUTLER           | MT. MCGREGOR      |
| CAPE VINCENT     | OGDENSBURG        |
| CAYUGA           | ORLEANS           |
| CHATEAUGAY       | OTISVILLE         |
| COLLINS          | RIVERVIEW         |
| FISHKILL         | TACONIC (FEMALES) |
| FRANKLIN         | ULSTER            |
| GOVERNEUR        | WALLKILL          |
| GOWANDA          | WASHINGTON        |
| GREENE           | WATERTOWN         |
| GROVELAND        | WOODBOURNE        |
| HALE CREEK       | WYOMING           |
| HUDSON           |                   |

## ▲ MINIMUM SECURITY

- |                            |              |
|----------------------------|--------------|
| EDGECOMBE                  | MORIAH SHOCK |
| LAKEVIEW SHOCK (& FEMALES) | QUEENSBORO   |
| LINCOLN                    | ROCHESTER    |
| MONTEREY SHOCK             |              |

## ⊕ DRUG TREATMENT CAMPUS

WILLARD (& FEMALES)

### CORRECTIONAL FACILITY LEGEND

- MAXIMUM CORRECTIONAL FACILITIES
- MEDIUM CORRECTIONAL FACILITIES
- ▲ MINIMUM CORRECTIONAL FACILITIES
- ⊕ DRUG TREATMENT CAMPUS
- R RECEPTION CENTERS
- W WORK RELEASE
- S SHOCK INCARCERATION
- C CASAT
- ..... HUBS THAT CONTAIN CORRECTIONAL FACILITIES

### COMMUNITY SUPERVISION OFFICE LEGEND

- ★ ADMINISTRATION
- AREA / REPORTING OFFICE
- RIKERS ISLAND
- ★ REGIONAL ADMINISTRATION OFFICE
- REGIONAL COLORS CONTAIN COMMUNITY SUPERVISION FIELD OFFICES

**ATTACHMENT J**

2013 TEST COUNTS

2013 Test Count - Correctional Facilities		
Code	Description	Totals
0238	11-DEOXYCORTISOL, SERUM	5
3690	21-HYDROXYLASE ANTIBODY	1
2624	24 HR PROTEIN ALBUMIN CR	6
7190	5HIAA CREAT 24 HR	1
6270	ABACAVIR GENOTYPR HLA B5	20
3617	ABSOLUTE NEUTRO COUNT	2,204
0622	ACETAMINOPHEN	5
3554	ACETYLCHOLINE BLOCKING A	2
0874	ACETYLCHOLINE RECEPTOR A	18
0029	ACID FAST BACILLI STAIN	9
0030	ACID PHOS., MALE PAP	9
0031	ACID PHOS.,TOTAL	4
9761	ACT 3	1
9753	ACT 4	1
9719	ACT I	3
0507	ACTH HORMONE	17
3746	AEROBIC CULTURE DEFINITI	1,969
8583	AFB CULTURE	5
3158	AFP 4	11
4514	AFP TUMOR FOLLOW UP	9
0033	ALBUMIN	92
3171	ALBUMIN, 24HR URINE	20
0309	ALDOLASE	22
0830	ALDOSTERONE,24HR U	8
0302	ALDOSTERONE,SER	47
0713	ALK PHOS ISOENZYMES	8
0185	ALKALINE PHOSPHATASE	18
1824	ALLERGEN JOHNSON GRASS	1
0718	ALLERGEN MUGWORT(W6)	1
1355	ALLERGEN PARSLEY	1
1305	ALLERGEN SYCAMORE	3
2187	ALLERPANEL NORTHERN 3 MX	6
0025	ALPHA FETOPROTEIN,TUMOR	3,170
0199	ALPHA-1-ANTITRYP	26
3882	ALPHA-2 MACROGLOBULIN	3

2013 Test Count - Correctional Facilities		
Code	Description	Totals
0378	ALUMINUM	108
0834	AMIODARONE DESETHYL CORD	8
0509	AMITRIPTYLINE (P), QUANT	3
3991	AMITRIPTYLINE, URINE, QU	1
0035	AMMONIA, PLASMA	372
0951	AMYLASE ISOENZYMES SERUM	1
0036	AMYLASE, SERUM	2,115
0594	ANA EVALUATION	3
A233	ANA W/REFLEX TO IFA& MUL	7
0168	ANDROSTENEDIONE	26
6128	ANDROSTERONE	1
0998	ANEMIA I	39
0999	ANEMIA II	21
2073	ANEMIA III	2
9893	ANEMIA SCREEN EXPANDED	18
0198	ANGIOTENSIN CONV.ENZYME	117
8807	ANGIOTENSIN CONV.ENZYME	7
6176	ANGIOTENSIN II	1
5715	ANTHITHROMBIN III AG,PLA	4
3904	ANTI BETA2 GLYCOPROTEIN	1
3906	ANTI BETA2 GLYCOPROTEIN	1
0939	ANTI MITOCHONDRIAL	15
0851	ANTI SM	8
0852	ANTI SM RNP	7
0419	ANTI SMOOTH MUSCLE	27
0853	ANTI SSA	2
0868	ANTI SSB	2
0176	ANTI-ADRENAL ANTIBODIES	1
0170	ANTIBODY IDENTIFICATION	6
0039	ANTIBODY SCREEN	23
0431	ANTI-CARDIOLIPIN AB	26
3747	ANTI-CITRULLINE AB	33
0964	ANTI-DEPRESSANTS SCREEN	1
0871	ANTIDIURETIC HORMONE	6
0364	ANTI-DNA DOUBLE STRAND	72

2013 Test Count - Correctional Facilities		
Code	Description	Totals
0811	ANTI-GLOMERULAR BASEMENT MEMB.	4
0589	ANTI-HISTONE ANTIBODY	2
3707	ANTI-MULLERIAN HORMONE	1
1154	ANTI-NEUTROPHIL CYTO. AB	22
0038	ANTI-NUCLEAR ANTIBODY	630
0263	ANTI-PARIETAL AB	1
1393	ANTIPHOSPHOLIPID SYNDROM	1
3457	ANTIPHOSPHOLIPID W/O LUP	4
0041	ANTI-THYROGLOBULIN AB.(A	77
0412	ANTITHYROID PEROX. AB	91
1707	ANTI-YO ANTIBODIES,SERUM	1
0451	APOLIPOPROTEIN A1	1
0895	APOLIPOPROTEIN A-1 & B	2
B357	APTIMA HPV GENOTYPE 16,	48
B342	APTIMA HPV HR,RFLX TO 16	331
0845	ARSENIC BLOOD	1
0325	ARTHRITIC SCREEN	106
9892	ARTHRITIC SCREEN-EXPANDE	23
1073	ARTHRITIS PROFILE	1
3561	ARTHROPOD WORM IDENTIFIC	1
0042	ASO TITER	11
1741	ASPERGILLUS AB PANEL	4
2924	ATA/AMA PANEL	1
3553	B NAT PROT CHF	56
0287	B12 & FOLIC ACID	569
2470	BABESIA MICROTI ANTIBODY	2
3142	BABESIA MICROTI DIRECT	1
1788	BARTONELLA HENSELAE ABS	1
2555	BASIC METABOLIC MC983	4,510
5563	BASIC METABOLIC/IONIZED	1
5265	BCR/ABL FISH	2
P576	BD AFFIRM THINPREP PNL	11
Q032	BEAN PROFILE	5
2675	BETA 2 GLYCOPROTEIN I	6
1754	BETA 2 MICROGLOBULIN URI	1

2013 Test Count - Correctional Facilities		
Code	Description	Totals
0262	BETA 2 MICROGLOBULIN,SER	22
3516	BICARBONATE SERUM	3
0032	BILE ACIDS TOTAL SERUM	2
0045	BILIRUBIN TOTAL AND DIRE	76
0044	BILIRUBIN, DIRECT	76
0043	BILIRUBIN, TOTAL	87
4000	BIOPSY GEN AREA	63
5631	BIOPSY GI 1 JAR	170
4002	BIOPSY GROSS ONLY	1
5000	BIOPSY POD AREA	18
A492	BK VIRUS DNA QNT.,(PCR)	1
0341	BLOOD CULTURE	77
0156	BLOOD GROUP & RH	51
0049	BLOOD UREA NITROGEN	837
4030	BUN CREATININE W/RATIO	1,221
2966	C DIFFICILE STOOL TOX B	15
3320	C REACTIVE PROTEIN ULTR	31
2661	C TRACH N GONOR URINE AM	965
2665	C TRACHOMATIS URINE	44
6368	C.TRACHOMATIS,URINE,RRNA	1
0276	C1 ESTERASE (COMP)FUNCTIONAL	6
1665	C1 ESTERASE QUANT COMPLE	2
0196	CALCITONIN, SERUM	2
4440	CALCIUM PHOSPHORUS	685
0359	CALCIUM, 24 HR URINE	34
1660	CALCIUM, RANDOM URINE	6
0050	CALCIUM, SERUM	220
A432	CANCELLED CASE	3
0536	CANCER ANTIGEN 125	16
0535	CANCER ANTIGEN 19-9	23
1277	CARBAMAZEPINE FREE	17
0052	CARBON DIOXIDE	422
1417	CARNITINE,FREE+TOTAL URN	1
1188	CARNITINES EVAL TOT FREE	4
0512	CAROTENE	3

2013 Test Count - Correctional Facilities		
Code	Description	Totals
3143	CAST: CASEIN	1
0513	CATECHOLAMINES 24HR UR	4
0164	CATECHOLAMINES FRACT 24H	4
0163	CATECHOLAMINES FREE	2
0214	CATECHOLAMINES,FRACT.,PLASMA	2
0399	CBC W DIFF PLATELET CT	516
0034	CBC W/O DIFF HEMOGRAM PL	1,013
0053	CBC WITH DIFF.	32,610
B128	CD4/CD8 W/CBC W/O NAT.KI	1
5221	CD57 FLOW CYTOMETRY ANAL	5
A940	C-DIFFICILE CULTURE	6
0055	CEA (CARCINOEMBRYONIC AN	90
1186	CELIAC DISEASE ANTIBODY	30
0969	CELL COUNT CSF	1
0056	CELL COUNT, FLUID	2
0587	CENTROMERE AUTOANTIBODY	3
0546	CERULOPLASMIN, SERUM	56
5660	CERVICAL BIOPSY	55
A244	CERVISTA HPV GENOTYPE	31
A249	CERVISTA HPV HR RFX TO 1	257
0165	CH24 HDL	9,065
0855	CH24 HDL CBC D PLT	1,637
0004	CHEM 12 PROFILE	212
7472	CHEM 18	1
4404	CHEM 20	1,302
2901	CHEM 20 TIBC	2
0005	CHEM 24	11,186
0003	CHEM 6	24
0768	CHEM 7 PANEL	479
0332	CHEM 8 PROFILE	1
9087	CHILDHOOD ALLERGY MARCH	1
6337	CHLAMYD.TRACH BY MULTIPL	7
0769	CHLAMYDIA IGG/IGM ANTIB	8
3852	CHLAMYDIA TR AMPL DNA T	36
3799	CHLAMYDIA TRACH AMPL DNA	3

2013 Test Count - Correctional Facilities		
Code	Description	Totals
A429	CHLAMYDIA TRACH.	1
1637	CHLAMYDIA TRACHOMATIS AB	2
1638	CHLAMYDIA TRACHOMATIS AB	2
0555	CHLAMYDIA TRACHOMATIS CU	2
1004	CHLAMYDIA, DNA PROBE	3
1005	CHLAMYDIA/GONORRHEA, DNA	1,579
1794	CHLORIDE, RANDOM URINE	1
0057	CHLORIDE, SERUM	400
0439	CHLORIDE, URINE, 24 HR.	4
0201	CHLORPROMAZINE SERUM	1
0058	CHOLESTEROL, TOTAL	50
0277	CHROMIUM, PLASMA/SERUM	1
0417	CHROMIUM, URINE, RANDOM	1
2411	CHROMOGRANIN-A	2
A956	CHROMOSOME ANALYSIS	1
1804	CITRATE SERUM	1
0021	CITRATE, 24 HR URINE	6
2276	CITRATE, URINE	1
2922	CK-MB FRACTION (EIA)	9
0558	CK-MB ISOENZYME, ELECT.	192
3697	CLONAZEPAM & METABOLITE,	1
0872	CLONOPIN	41
B137	CLOSTRIDIUM DIF.TOX.B GE	11
0259	CLOSTRIDIUM DIFFICILE	147
2090	CLOZARIL (CLOZAPINE)	16
2377	CMV AB IGG POS REFLEX TO	7
1161	CMV DNA ULTRAQUANT PCR	1
3030	CMV IGG IGM	49
5769	COAG FACTOR IX ACTIVITY	7
5729	COAG FACTOR VIII ACTIVIT	15
5735	COAG FACTOR X ACTIVITY	2
5737	COAG FACTOR XI ACTIVITY	4
5830	COAG MIXING STUDIES APTT	1
5840	COAG MIXING STUDIES PT	1
5798	COAG PROTOME INITIAL	2

2013 Test Count - Correctional Facilities		
Code	Description	Totals
5835	COAG PTT	1
5805	COAG RISTOCETIN COFACTOR	3
5826	COAG VON WILLEBRAND EXPA	3
5815	COAG VON WILLEBRAND FACT	1
5816	COAG VON WILLEBRAND MULT	2
5706	COAG/ANTI-ANNEXIN V ABS.	2
5790	COAG/ANTI-PHOSPHATIDYLSE	2
5703	COAG/ANTIPLAT. AB G/M IN	2
5702	COAG/ANTI-PLATELET, DIRE	6
5714	COAG/ANTITHROMB.III ACT.	3
5723	COAG/ANTITHROMB.III ANTI	2
5994	COAG/BASIC ANTI-PHOS/LUP	1
5743	COAG/D-DIMER	38
5990	COAG/EXPANDED ANTI-PHOS/	4
5725	COAG/FACTOR V ACTIVITY	7
5726	COAG/FACTOR V MUTATION	17
5728	COAG/FACTOR VII ACTIVITY	3
5738	COAG/FACTOR XII ACTIVITY	2
5749	COAG/LUPUS ANTICOAGULANT	2
5817	COAG/LUPUS INHIBITOR SCR	7
5765	COAG/MTHFR(A1298C)MUTATI	1
5722	COAG/PHOSPHATIDYL ETHANO	2
5776	COAG/PLATELET ANTIBODY I	3
5784	COAG/PLATELET NEUTRALIZI	1
5785	COAG/PROTEIN C ACTIVITY	14
5787	COAG/PROTEIN S ACTIVITY	12
5789	COAG/PROTEIN S ANTIGEN,	5
5820	COAG/PROTHROM ABS IGG/IG	2
5795	COAG/PROTHROMBIN G20210A	4
5808	COAG/THROMBIN/ANTITHROMB	3
5825	COAG/VON-WILLEBRAND SCRE	1
0994	COAGULATION	211
3748	COBALT QUANT.	3
1955	COBALT, URINE	1
3217	COC ADULTERATION TESTING	1

2013 Test Count - Correctional Facilities		
Code	Description	Totals
6055	COC DRUG SCREEN/ALCOHOL	1
1117	COCCIDIOIDES ABS.,TOTAL	1
9150	COMP METABOLIC GGTP	4
6212	COMP O AND P 1ST SPECIME	1
3983	COMP VIRTUAL PHENO	4
3459	COMP.HEP.C,RNA,BDNA,DILU	8
0172	COMPLEMENT C2	7
0532	COMPLEMENT C3c	117
0533	COMPLEMENT C4	115
1289	COMPLEMENT C5	2
1848	COMPLEMENT C7	1
0724	COMPLEMENT PROT.,C1Q COMPONENT	1
0534	COMPLEMENT TOTAL-CH50	37
1498	COMPONENT RBC	3
3427	COMPREHENSIVE METABOLIC	13,162
0064	COOMBS, DIRECT	19
0869	COPPER 24 HR URINE	1
0479	COPPER, SERUM	20
0993	CORONARY RISK II	30
3816	CORRECTED CALCIUM	4
1294	CORTISOL FREE SERUM PLAS	3
0900	CORTISOL RANDOM	38
0066	CORTISOL, AM (BASELINE)	45
0547	CORTISOL, FREE 24 HR. UR	13
0067	CORTISOL, PM	1
6203	CORTISONE 24HR URINE	1
3790	CORTISONE SERUM	2
4242	COXSACKIE A & B	2
0047	COXSACKIE A VIRUS AB	1
0578	C-PEPTIDE	82
0068	CPK	334
0069	C-REACTIVE PROTEIN	507
0875	CREATINE	26
3486	CREATINE 24HR URINE	2
0072	CREATININE CLEARANCE	100

2013 Test Count - Correctional Facilities		
Code	Description	Totals
1661	CREATININE RANDOM URINE	132
0071	CREATININE, 24 HR URINE	93
0070	CREATININE, SERUM	820
0073	CRYOGLOBULINS	17
0722	CRYPTOCOCCAL AG, SERUM	3
0928	CRYPTOCOCCUS ANTIBODY	1
0348	CRYPTOSPORIDIUM, STOOL	7
0579	CRYSTAL ID FLUID	3
0257	CT/GC RRNA UR-SURE PLUS	33
P011	CT/GC, ANAL, APTIMA	1
P010	CT/GC, ORAL, APTIMA	2
1242	CULTURE ANAEROBIC WOUND	80
1350	CULTURE BLOOD SPEC 2	18
0462	CULTURE EAR LEFT	10
0634	CULTURE EAR RIGHT	11
0565	CULTURE EYE (LEFT)	15
0633	CULTURE EYE (RIGHT)	17
1353	CULTURE GC ANAL	3
1352	CULTURE GC THROAT	31
3400	CULTURE GENITAL FOR BETA	9
0960	CULTURE MOUTH	1
0226	CULTURE STOOL 2ND SPECIM	3
0225	CULTURE STOOL 3RD SPECIM	2
0080	CULTURE URINE	1,768
A502	CULTURE, FUNGAL (YEAST)	5
0075	CULTURE, GC (GENITAL)	1
0556	CULTURE,FLUID	8
2603	CULTURE,URINE,CATHETERIZED SP.	1
3183	CUSTOMER HOME COLLECTION	1
1468	CYCLOSPORA	2
0022	CYCLOSPORINE, WHOLE BLOO	31
1431	CYSTIC FIBROSIS	2
6377	CYSTIC FIBROSIS MUTATION	8
3849	CYSTINE 24HR URINE QUANT	2
5243	CYTOLOGY, ALCOHOL-BASED	1

2013 Test Count - Correctional Facilities		
Code	Description	Totals
5245	CYTOLOGY, ALCOHOL-BASED	4
0400	CYTOMEGALOVIRUS IGG	29
0461	CYTOMEGALOVIRUS, IGM	19
5254	CYTOPATHOLOGY URN THINPR	38
5209	CYTOPATHOLOGY, FLUIDS	3
1962	CYTYC THIN PREP W IMAGER	1,648
0810	DENGUE FEVER IGM AB.	1
5352	DEXAMETHASONE	1
0178	DHEA	29
0406	DHEA-SULFATE	26
1439	DIFF CT W RBC MORPH PLAT	97
1440	DIFF.,SCREEN(NO CT.)MORP	27
0515	DIGITOXIN /NOT SAME AS DIGOXIN	5
0083	DIGOXIN	202
0084	DILANTIN	1,420
0371	DNA DRAW FEE	4,890
3300	DRAW FEE	2
0628	DRUG ABUSE SCREEN URN 8	80
3295	DRUG SCREEN	3,716
0629	DRUG SCREEN COMPREHENSIV	4
R205	DSDNA(CRITHIDIA)AB,IGG T	8
3825	DS-DNA(CRITHIDIA)AUTOABS	27
3786	DVVMIX	12
0087	EAR CULTURE	11
0234	EBV CAPSID ANTIGEN ABIGG	6
0582	EBV EARLY ANTIGEN AB	2
0583	EBV NUCLEAR ANTI AB IGG	1
1678	EBV NUCLEAR ANTI AB IGM	4
0572	EBV PANEL CAPSID EBNA GM	7
A965	EBV, DNA (NY ONLY)	1
6374	EGFR, ELISA (SERUM)	1
2085	EHRlichia EQUI ABS.(G/M)	1
Q069	ELECTRO., URINE PROTEIN,	1
0002	ELECTROLYTES	492
0989	ELECTROLYTES, URINE	6

2013 Test Count - Correctional Facilities		
Code	Description	Totals
0404	ELECTROPHORESIS URINE PR	91
5662	ENDO-CERVICAL BIOPSY	54
1206	ENDOMYSIAL AB, IGA	16
1141	ENTAMOEBA HISTOLYTICA AG	1
6108	ENTEROCOCCUS	1
1183	EOSINOPHIL	7
0183	ERYTHOPOETIN	12
2948	ES/THYROID AB	3
3687	ESTRADIOL FREE	2
0516	ESTRADIOL, SERUM	104
2317	ESTROGEN PANEL	3
0562	ESTROGEN TOTAL (PLASMA)	41
0181	ESTRONE, SERUM	3
0318	EXTRACTABLE NUCLEAR AB.	8
0076	EYE CULTURE	20
1123	FATS, STOOL FOR	14
0522	FECAL FAT QUANTITATIVE	1
3374	FECAL LACTOFERRIN	9
0088	FERRITIN	1,072
0089	FIBRINOGEN LEVEL	8
4635	FISH PANEL 8 ALLERGENS	1
0182	FLUID ANALYSIS (SYNOVIAL	2
0873	FOLATE,RBC	5
0090	FOLIC ACID, SERUM	58
9088	FOOD ALLERGY PROFILE	27
2189	FOOD ALLERPANEL 4 MIX	5
1723	FREE DILANTIN	3
0242	FREE T4, DIALYSIS	65
0485	FRUCTOSAMINE, SERUM	7
4636	FRUIT PANEL	1
0092	FSH, SERUM	140
1577	FTA ABS TOTAL TREP PALLI	6
6263	FUNCTIONAL ANTI-FCER ABS	2
0231	FUNGAL STAIN	7
3246	FUNGAL STAIN AND CULTURE	1

2013 Test Count - Correctional Facilities		
Code	Description	Totals
0751	FUNGI CULTURE	14
1135	G-6-PD	28
3213	GALACTOSE 1 PHOSPHATE GP	1
0508	GASTRIN	12
3798	GC AMPL DNA	2
3853	GC AMPL DNA THIN PREP	36
3800	GC AND CHLAMYDIA AMP DNA	128
6338	GC BY MULTIPLEX PCR	7
0299	GENITAL STREP B CULTURE	325
0093	GGTP	103
3899	GIARDIA ANTIGEN (3RD SPE	1
3898	GIARDIA ANTIGEN 2ND SPEC	1
1396	GIARDIA ANTIGEN, FECES	18
0608	GLIADIN ANTIBODIES IGG I	33
5868	GLIADIN IGA, ABS.	1
3822	GLIADIN IGG ABS	1
0223	GLUCOSE	121
0171	GLUCOSE 1 HR PP	3
3157	GLUCOSE 2 HR PP W GLUCOL	6
0096	GLUCOSE 24 HR URINE	2
0967	GLUCOSE CSF	1
0095	GLUCOSE FASTING	4,221
0369	GLUCOSE TOLER. 2 HR	6
0097	GLUCOSE TOLERANCE 3 HR	3
0368	GLUCOSE, 1 HR PP-50G	24
5042	GLUCOSE, RANDOM URINE	1
1976	GLUCOSE, SERUM	628
A481	GLUCOSE,1HR.PP,W/GLUCOLA	1
3339	GLUTAMIC ACID	4
0102	GLYCOHEMOGLOBIN	15,564
6161	GLYCOMARK	1
1146	GM1 AUTOAB.	1
5535	GP CHRONIC FLOW PANEL	1
5136	GP IHC SINGLE ANTIBODY	26
5157	GP JAK 2 MUTATION DETECT	3

2013 Test Count - Correctional Facilities		
Code	Description	Totals
5030	GP/AUTOMATED UROVYSION B	5
5137	GP/IHC ANTIBODY 2 W/INTE	21
5138	GP/IHC ANTIBODY 3 W/INTE	3
5139	GP/IHC ANTIBODY 4 W/INTE	4
5141	GP/IHC ANTIBODY 5 W/INTE	2
5022	GP/LEUKEMIA/LYMPHOMA,FIS	1
5564	GP/PAROX.NOCTURNAL HEM.	1
5121	GP/THIN PREP WITHOUT IMA	173
5249	GP/UROVYSION-TC ONLY	1
0103	GRAM STAIN	48
3847	GRANULOCYTE AUTOABS	3
1841	GRASS MIXTURE, ALLERSCAN	3
B229	GROWTH HORMONE BINDING P	2
1015	GTT 3HR PREG 100GM NO UR	1
0788	GTT HALF HOUR	4
2441	H PYLORI ANTIGEN STOOL	325
0953	H PYLORI IgG/IgA/IgM	590
1722	HAEMOPHILUS INFLUENZA B,IGG AB	3
0221	HALDOL	1
0514	HAPTOGLOBIN	15
A674	HB CONFIRM. ELECTRO.	8
2508	HBEAG HBEAB	1
0236	HBSAG CONFIRMATORY TEST	5
0679	HBSAG/HBSAB	1
1201	HCG QUANTITATIVE TUMOR M	57
0327	HCG, BETA SUBUNIT	2,041
6124	HCV FIBROSURE	1,168
0059	HDL CHOLESTEROL	1,085
A125	HDL PARTICLE COUNT	1
1119	HELICOBACTER PYL. PANEL	1
1765	HELICOBACTER PYLORI	135
1766	HELICOBACTER PYLORI IGA	58
7736	HELICOBACTER PYLORI IGM	45
0019	HEMATOCRIT	16
2696	HEMOCHROMATOSIS DNA NY	7

2013 Test Count - Correctional Facilities		
Code	Description	Totals
3420	HEMOCHROMATOSIS PROF DNA	1
0104	HEMOGLOBIN AND HCT	293
1499	HEMOGLOBIN FREE PLASMA	14
3138	HEP B CORE AB W REFLEX	19
A306	HEP B DNA, PCR	1
0386	HEP B DNA, QUANTITATIVE	698
0107	HEP B SURFACE ANTIBODY	503
0106	HEP B SURFACE ANTIGEN	336
1608	HEP BS AG QUANT	4
B125	HEP C AB W/RFX RT PCR	90
3376	HEP C VIRAL RNA QUANT PC	5,277
8784	HEP C, RNA, IU	19
8793	HEP C,RNA,(LOG-10)	2
0108	HEP. B CORE ANTIBODY	139
1701	HEP. C RNA BY PCR QUAL.	4
2089	HEP. C RNA BY PCR QUANT.	738
5069	HEP.B,BDNA,DILUTION	1
3422	HEPATIC FUNCTION MC982	6,504
2126	HEPATITIS A AB NON-REFLE	10
0538	HEPATITIS A AB, IGM	1,573
0105	HEPATITIS A AB/TOTAL W/R	1,972
0206	HEPATITIS B CORE IGM	57
3389	HEPATITIS B DNA ULTRAQUA	80
3549	HEPATITIS B GENOTYPR	12
0197	HEPATITIS B PANEL	453
2075	HEPATITIS B RECOVERY	1
1606	HEPATITIS B SURF AB QUAN	16
0540	HEPATITIS BE ANTIBODY	257
0539	HEPATITIS BE ANTIGEN	286
0812	HEPATITIS C ANTIBODY	10,328
2161	HEPATITIS C GENOTYPE	1,185
7914	HEPATITIS C PROFILE	11
1190	HEPATITIS C VIRUS - RIBA	6
2302	HEPATITIS COMPREHENS II	114
0992	HEPATITIS COMPREHENSIVE	37

2013 Test Count - Correctional Facilities		
Code	Description	Totals
0465	HEPATITIS DELTA	76
1844	HEPATITIS DELTA VIRUS AN	2
3846	HEPATITIS DELTA VIRUSIGM	5
2337	HEPATITIS E IGG	9
6122	HEPATITIS E IGM ABS	8
0984	HEPATITIS MANAGEMENT	13
2280	HEPATITIS PANEL	579
3283	HEPATITIS PANEL 3283	103
0330	HEPATITIS SCREEN	123
7651	HERPES I & II IGG IGM	86
0426	HERPES I & II (ELISA)	47
3505	HERPES I/II CULT W REFLE	3
0109	HERPES SIMPLEX I&II IGG	275
0557	HERPES SIMPLEX I/II CULT	24
R151	HERPES SIMPLEX TYPE	1
B238	HERPES SIMPLEX VIRUS 1,S	1
B239	HERPES SIMPLEX VIRUS 2,S	1
0110	HERPESELECT I AB IGG	28
0570	HERPESELECT II AB IGG	35
3703	HERPESVIRUS-8, AB.	1
0914	HGB ELECTRO, A2	1
0216	HGB ELECTROPHORESIS	112
0911	HISTAMINE	1
1756	HISTOCHEMICAL STAIN	103
3462	HISTOCHEMICAL STAINS 2	2
5423	HISTOLOGY PROCESSING 5 H	1
3568	HISTOPLASMA AG DETECTR	1
6363	HISTOPLASMA AG.,URINE	3
0473	HISTOPLASMA ANTIBODY	2
3888	HIV 1 PHENOSENSE VIROLOG	27
3296	HIV 1 RNA PCR ULTRA	25
2444	HIV 1 RNA QUANT BY BRANC	95
3298	HIV 1 VIRAL LOAD	18
0360	HIV ANTIBODY SCREEN	101
0625	HIV ANTIBODY SCREEN	12

2013 Test Count - Correctional Facilities		
Code	Description	Totals
3982	HIV GENOTYPE/VIRTUAL PHE	54
1010	HIV VIRAL LOAD ULTRA SEN	5,093
0480	HIV-1 DNA DETECTION, PCR	1
1451	HIV1 GENOTYPE PLUS	73
3584	HLA A,B,C,DR TYPING COMP	2
3631	HLA-A DETECTOR	1
2150	HLA-B TYPING INCL ALL B	2
0375	HLA-B27	26
A324	HLA-B27 DNA TYPING BY PC	2
1311	HOMOCESTEINE SERUM	15
1399	HOMOVANILLIC ACID, 24HR. URINE	1
3910	HPV HIGH RISK ONLY	1,014
A531	HPV PLUS	207
6156	HPV, LOW RISK	1,237
0266	HTLV I/II IGG ABS EIA	4
0258	HTLV-I/II AB. BY IMMUNOB	3
0510	HUMAN GROWTH HORMONE	3
0304	HUMAN PAPILLOMA VIRUS	11
0268	HYDROXYINDOLACETIC ACID	3
2321	HYPERCOAGULATION	5
0983	HYPERTENSION	1
6181	IA-2 ANTIBODY	3
1734	IBUPROFEN	1
6209	IGF BINDING PROTEIN-2	1
1763	IMMUNE DEF PANEL CDC CD4	4,488
1644	IMMUNOELECTROPHORS 24UR	18
0413	IMMUNOFIXATION SERUM	28
0211	IMMUNOGLOBULIN A	21
0996	IMMUNOGLOBULIN E	101
0541	IMMUNOGLOBULIN G	17
0549	IMMUNOGLOBULIN M	11
0520	IMMUNOGLOBULINS (A,G,M)	19
0463	INDIRECT BILIRUBIN	30
0818	INFLUENZA VIRUS ABS.A&B(G,A,M)	2
3200	INHIBIN A	4

2013 Test Count - Correctional Facilities		
Code	Description	Totals
1648	INSULIN	5
0448	INSULIN ANTIBODY	1
0113	INSULIN RANDOM	13
0024	INSULIN TOLERANCE 3HR	1
A304	INTERLEUKIN 28B POLYMORP	6
1112	INTL NORMALIZED RATIO	2
0249	IODINE, SERUM	3
0051	IONIZED CALCIUM	40
0114	IRON	293
0250	IRON & TIBC	664
1114	IRON SAT CALCULATION	1
1189	IRON SATURATION PANEL	119
2670	ISOSPORA BELLI ID STOOL	1
5888	ITRACONAZOLE (SPORANOX)	1
3953	JC POLYOMA VIRUS DNA,QNT	1
B542	JCV AB W/INDEXW/RFX	1
6241	KAPPA FREE LIGHT CHAIN	1
1126	KAPPA LAMBDA CHAINS 24HR	1
3893	KAPPA LAMBDA LIGHT CHAIN	11
3424	KAPPA LT.CHAINS,QUANT.24	1
3425	KAPPA/LAMBDA LT.CHAINS,S	8
0028	KETONES(ACETOACETIC ACID	6
1727	KT V	4
1157	LACTIC ACID, PLASMA	58
1178	LACTOSE TOLERANCE TEST	2
6240	LAMBDA FREE LIGHT CHAIN	3
2134	LAMOTRIGENE, SERUM	76
0796	LATEX FIXATION	365
0117	LDH	143
0550	LDH ISOENZYMES	66
2194	LDL DIRECT MEASUREMENT	362
6244	LDL PARTICLE COUNT	85
1438	LEAD BLOOD	74
0398	LEAD BLOOD CHILD	3
1313	LEGIONELLA PNEUM., URINE	1

2013 Test Count - Correctional Facilities		
Code	Description	Totals
3465	LEVETIRACETAM	631
0982	LH,FSH,ESTRADIOL	62
0521	LIPASE	806
4312	LIPASE AMYLASE	4
0009	LIPID SCREEN COCORNARY R	21,493
1639	LIPOPROTEIN A LPA	2
0551	LIPOPROTEIN ELECTRO W LI	2
2129	LIPOPROTEIN PROFILE	1
0119	LITHIUM	560
1074	LIVER PANEL	1,179
0012	LIVER PROTEIN	2,792
1173	LIVER-KIDNEY MICROS. AB	2
3124	LOPRESSOR (METOPTOLOL)	1
0505	LOW DENSITY LIPID	99
3651	LUPUS ANTICOAGULANT PANE	6
3604	LUPUS LIKE ANTICOAG PLAS	12
4291	LUPUS PANEL	5
0342	LUTEINIZING HORMONE	101
8118	LYME AB IGG IGM	1
1615	LYME AB IGM	44
2382	LYME AB TOTAL NO REFLEX	1
4033	LYME AB WEST BLOT IGGIGM	21
2297	LYME AB. W/REFLEX W.BLOT	18
0568	LYME ANTIBODY, TOTAL	81
3962	LYME DISEASE BY PCR	2
2097	LYME TITER RHEUM PROFILE	1
6272	LYME WB, IGG W/BANDS	6
6273	LYME WB, IGM W/BANDS	5
0912	LYSOZYME SERUM	15
3793	LYSOZYME, URINE	1
1171	MAGNESIUM 24HR URINE	4
0120	MAGNESIUM, SERUM	716
0831	MALARIA, BLOOD SMEAR	1
9696	MANUAL DIFFERENTIAL REQ	
2565	MEASLES MUMPS RUBELLA	10

2013 Test Count - Correctional Facilities		
Code	Description	Totals
0474	MERCURY BLOOD	1
0523	METANEPHRENES:24 HR	15
0758	METANEPHRINES NORMET PLA	5
3470	METHYL MERCAPTOPYRINE 6M	1
0349	METHYLMALONIC ACID,SERUM	9
0334	MHATP	775
3172	MICROALB COMPONENT	1
0228	MICROALBUMIN RANDOM UR	3,913
0126	MILEAGE FEE FLAT RATE	2
2329	MILEAGE RATE(PER MILE),P	31
0819	MISC. CULTURE	51
4825	MMR VARICELLA	3
0121	MONOSPOT	21
6119	MRSA SCREEN	258
0316	MUMPS IGG AB, ELISA	2
1151	MUMPS IGM ANTIBODY, IFA	1
1002	MYCOBACTERIA AFB CULT	12
3805	MYCOPHENOLIC ACID CELLCE	27
6340	MYCOPLASMA GENITALIUM MU	1
0455	MYCOPLASMA PNEUMONIAE AB	2
1299	MYELIN ASSOCIATED GP AB	1
2192	MYELOPEROXIDASE	5
1982	MYOCARDIAL ANTIBODIES, T	2
0799	MYOGLOBIN, URINE	4
0789	MYOGLOBULIN, SERUM	5
0464	MYSOLINE, SERUM	7
1287	N GONORRHOEAE AB SERUM	8
3717	N TELOPEPTIDE	1
2666	N.GONORRHEA BY LCR URINE	10
6369	N.GONORRHEA,URINE,RRNA	1
1003	NEISSERIA GONORRHEA, DNA	7
6371	NEUROMYELITIS OPTICA ABS	4
2154	NEURONTIN	209
1182	NICOTINE, SERUM	1
0727	NICOTINE, URINE, QUANT.	2

2013 Test Count - Correctional Facilities		
Code	Description	Totals
0074	NOSE CULTURE	162
0825	NTD AFP TRIPLE MARKER	1
1447	NT-PRO-B-TYPE NAT.PEPTID	4
0524	NUCLEOTIDASE-5,SER	1
0636	NUETROPHIL CYTOPLASMIC	57
0305	NURSING HOME DRAW FEE	98,146
0355	O & P STOOL W/TRICHROME	6
0227	O AND P STOOL W TRICHROM	16
3894	O AND P TRICHROME 1ST SP	1
0319	OCCULT BLOOD STOOL 2ND S	100
0323	OCCULT BLOOD STOOL 3RD S	96
6182	OCCULT BLOOD STOOL IMMUN	41
6062	OCCULT BLOOD STOOL X3	3
0122	OCCULT BLOOD, STOOL	265
2219	OLIGOCLONAL IMMUNOGLOB	1
3737	OSMOLALITY RANDOM URINE	15
0191	OSMOLALITY, SERUM	12
0988	OSMOLALITY, URINE	3
0377	OVA & PARASITES	150
3789	OXALATE, SERUM	3
2274	OXALATE, URINE	1
0444	OXALATES,URINE,QUANT	11
3547	OXCARBAZEPINE LEVEL	39
3873	OXIDIZED LDL	2
3955	PANCREATIC ELASTASE 1	1
0756	PANEL 0756	1
2289	PANEL 2289	1
6616	PANEL 6616	12
8274	PANEL 8274	92
8292	PANEL 8292	173
9149	PANEL 9149	612
9406	PANEL 9406	377
9407	PANEL 9407	38
9408	PANEL 9408	652
9444	PANEL 9444	279

2013 Test Count - Correctional Facilities		
Code	Description	Totals
P791	PANEL P791	1
P934	PANEL P934	23,637
6195	PAP	282
6196	PAP (RFLX HPV HI ASC-US)	1
A532	PAP RFX HPV PLUS ASCUS O	290
5240	PAP,RFLX/HPV HIRISK NON-	1
A530	PAP,RFX HPV PLUS ASCUS	1
A254	PAP,RFX HPV CERV,RF16/18	7
1689	PARATHYROID-INTACT, IRMA	351
0896	PARVOVIRUS B19 IGG IGM	2
5106	PATH PERIPHERAL SMEAR RE	15
2500	PATHOLOGIST INTERP	346
B288	PEANUT COMPONENT PANEL	2
0596	PEDIATRIC ARTHRITIS PNL	1
1172	PENICILLIN	1
4447	PET II (DIALYSIS FLUID)	2
0289	PHENOBARBITAL	228
3932	PHENOSENSE (MONOGRAM)	4
6235	PHENOSENSE ENTRY INCL FU	1
5923	PHENOSENSE INTEGRASE	7
3134	PHOPHORUS RANDOM URINE	4
0411	PHOSPHORUS QUANT 24HR UR	13
0127	PHOSPHORUS, SERUM	238
3938	PLAT.GLYCOPROT.DIRECT/IN	1
3675	PLATELET AB.,DIRECT,FLOW	3
0128	PLATELET COUNT	132
3226	PLATELET COUNT, MANUAL	11
0340	PORPHYRINS,URINE,RANDOM,QUANT.	1
1679	POST DIALYSIS BUN	5
1688	POST DIALYSIS POTASSIUM	2
1659	POTASSIUM RANDOM URINE	5
0301	POTASSIUM, 24HR U	15
0129	POTASSIUM, SERUM	924
1006	PREALBUMIN	68
6221	PREGABALIN (LYRICA)	1

2013 Test Count - Correctional Facilities		
Code	Description	Totals
0133	PREGNANCY TEST-URINE	8
8280	PROFILE 8280	9
0335	PROGESTERONE	64
0134	PROLACTIN	361
1101	PROSTAGLANDIN, PG-D2, SE	2
2088	PROSTATIC ANTIGEN FREE	285
0190	PROSTATIC ANTIGEN TOTAL	9,853
3779	PROTEIN 24 HR URINE	1
5786	PROTEIN C AG/SC	3
4185	PROTEIN CREATININE 24HR	2
9154	PROTEIN CREATININE RANDO	58
0085	PROTEIN ELECTROPHORESIS	138
1662	PROTEIN RANDOM URINE	144
5788	PROTEIN S AG, FREE/SC	6
0968	PROTEIN TOTAL CSF	1
0136	PROTEIN, 24 HR URINE	144
3329	PROTEIN/CREATININE RATIO	3
0137	PROTHROMBIN TIME	11,200
2237	PT AND PTT	32
3660	PTH C TERMINAL MID MOLEC	4
0598	PTH INTACT	288
0237	PTH INTACT W CALIUM	5
0139	PTT (PARTIAL THROMB)	5,531
5858	QNT.,RT-PCR,BCR/ABL1	9
A322	QUANTIFERON-GOLD TB ASSA	14,115
2180	RAST ANIMAL MIX	1
2543	RAST SCALLOP	1
0683	RAST TIMOTHY GRASS	2
0815	RAST: ALMOND NUT	5
0660	RAST: ALTERNARIA TENUIS	13
1463	RAST: ANCHOVY	1
1134	RAST: APPLE MIX	10
2301	RAST: ASPARAGUS	1
0694	RAST: ASPERGILLIS FUMIGA	12
3695	RAST: ASPIRIN	4

2013 Test Count - Correctional Facilities		
Code	Description	Totals
0863	RAST: BANANA	16
0861	RAST: BEEF	16
1774	RAST: BEEF, IGG	1
1422	RAST: BLACK PEPPER	5
0697	RAST: BLUE MUSSEL	3
1405	RAST: BRAZIL NUT	1
1371	RAST: BRAZILIAN RUBBER	9
0661	RAST: C HERBARUM M2	12
1007	RAST: CACAO	5
0934	RAST: CARROT	10
1267	RAST: CASEIN	18
1412	RAST: CASHEWS	1
0665	RAST: CAT EPITHELIUM	14
0820	RAST: CATFISH, IGE	1
1380	RAST: CELERY	10
2185	RAST: CEREAL MIX	1
0850	RAST: CHEDDAR CHEESE	2
1779	RAST: CHEDDAR, IGG	5
1249	RAST: CHEESE (MOLD)	4
1583	RAST: CHERRIES	1
1163	RAST: CHICK PEA	2
0817	RAST: CHICKEN MEAT	9
1423	RAST: CHILI PEPPER	3
2345	RAST: CINNAMON	1
1169	RAST: CLAM	4
0716	RAST: COCKROACH	13
1318	RAST: COCONUT	4
0840	RAST: CODFISH	606
3386	RAST: CODFISH, IGG	14
0685	RAST: COMMMON BIRCH, IGE	13
0821	RAST: CORN	1
3770	RAST: COTTONSEED	1
1159	RAST: COWS MILK	11
1168	RAST: CRAB	1
2356	RAST: CURRY	1

2013 Test Count - Correctional Facilities		
Code	Description	Totals
1372	RAST: D FARINAE MITE	15
0715	RAST: D PTERONYSSINUS	14
0664	RAST: DOG DANDER	13
2182	RAST: DUST MIX	6
1799	RAST: EGG	9
0671	RAST: EGG WHITE	81
0849	RAST: EGG YOLK	84
0659	RAST: ELM TREE	10
0745	RAST: FOODS II SCREEN IG	16
0743	RAST: FOODS, FISH	69
0965	RAST: GARLIC	5
0935	RAST: GLUTEN	9
2598	RAST: GLUTEN, IGG	1
1225	RAST: GRAPE	3
1349	RAST: GRAPEFRUIT	2
0741	RAST: GRASS SCREEN, IGE	3
1243	RAST: GREEN BELL PEPPER	7
6222	RAST: HADDOCK	1
1485	RAST: HALIBUT	12
1404	RAST: HAZEL NUT	1
1894	RAST: HELMINTHOSPORIUM	1
0883	RAST: HONEY BEE	27
0910	RAST: HOUSE DUST SCREEN5	2
3122	RAST: KIDNEY BEAN	6
0842	RAST: KIWI	1
0862	RAST: LAMB MEAT	1
0651	RAST: LAMBS QUART	10
1224	RAST: LEMON	4
3880	RAST: LIMA BEANS	1
0841	RAST: LOBSTER	2
3838	RAST: MACKERAL	1
0684	RAST: MAPLE	13
0672	RAST: MILK	43
2181	RAST: MOLD MIX	2
0901	RAST: MOLDS SCREEN, IGE	4

2013 Test Count - Correctional Facilities		
Code	Description	Totals
1462	RAST: MUSHROOM	17
1823	RAST: MUSTARD	4
0740	RAST: NORTHEASTERN PROF	28
2183	RAST: NUT MIX FX1, IGE	16
0652	RAST: OAK	11
0814	RAST: OAT	3
0864	RAST: ONION	27
1830	RAST: ONION, IGG	6
0835	RAST: ORANGE	6
1786	RAST: ORANGE, IGG	1
0649	RAST: ORCHARD GRASS	10
3121	RAST: OYSTER	3
0886	RAST: PAPER WASP	25
1424	RAST: PAPRIKA	4
1228	RAST: PEA	5
1226	RAST: PEACH	5
0674	RAST: PEANUT	75
1787	RAST: PEANUT	18
1592	RAST: PECAN NUT	2
2186	RAST: PEDIATRIC MIX FX5	1
2167	RAST: PENCILLIN NOTATUM	1
2188	RAST: PERENNIAL PANEL	6
1389	RAST: PINEAPPLE	7
0836	RAST: PORK	18
0844	RAST: POTATO	5
0717	RAST: RAGWEED	13
0714	RAST: SALMON	15
6266	RAST: SARDINE PILCHARD,	366
1843	RAST: SEAFOOD MIX	88
1948	RAST: SHEEP EPITHELIUM	1
9021	RAST: SHELLFISH	1
0696	RAST: SHRIMP	8
1974	RAST: SHRIMP, IGG	5
1796	RAST: SOYBEAN	15
0680	RAST: SOYBEAN, IGE	72

2013 Test Count - Correctional Facilities		
Code	Description	Totals
1164	RAST: SPINACH	1
3809	RAST: SQUID	1
0931	RAST: STRAWBERRY	7
1414	RAST: SUNFLOWER SEED	1
1231	RAST: SWEET POTATO	1
3735	RAST: SWORDFISH	2
0837	RAST: TOMATO	60
1797	RAST: TOMATO, IGG	7
2178	RAST: TREE MIX	2
0742	RAST: TREES SCREEN 6,IGE	4
0698	RAST: TUNA	594
1798	RAST: TUNA IGG	32
1149	RAST: TURKEY	10
2469	RAST: VENOM INSECT	3
3791	RAST: VINEGAR WINE	5
1479	RAST: WALNUTS	2
0746	RAST: WEEDS SCREEN 7 IGE	1
0673	RAST: WHEAT	17
3769	RAST: WHEAT BRAN	1
1160	RAST: WHEAT, IGG	1
1620	RAST: WHEY	1
1306	RAST: WHITE ASH	12
1241	RAST: WHITE BEAN	1
0907	RAST: WHITE FACED HORNET	2
3656	RAST: WHITE FACED HORNET	1
0813	RAST: YEAST	3
0885	RAST: YELLOW HORNET	1
0884	RAST: YELLOW JACKET	1
1218	RAST:A.FUMIGATUS (IGG)	1
1945	RAST:AVOCADO	1
1771	RAST:BANANA IGG	1
1461	RAST:BASIL	1
5056	RAST:BAY LEAF, IGE	1
3803	RAST:BEETROOT	2
1198	RAST:BERMUDA GRASS	1

2013 Test Count - Correctional Facilities		
Code	Description	Totals
3987	RAST:BLACK BEAN	1
B529	RAST:CANOLA/RAPE SEED IG	1
1780	RAST:CHICKEN MEAT IGG	2
1781	RAST:COCOA CHOCOLATE IGG	2
5081	RAST:DOG DANDER,IGG,N-NY	1
3986	RAST:HONEY	1
5079	RAST:HOUSE DUST	2
3644	RAST:MACADAMIA NUTS	2
1630	RAST:MALT	1
2351	RAST:OREGANO	1
3564	RAST:PENICILLIUM NOTATUM	3
3638	RAST:PIGNOLIA(PINE)NUTS	1
1584	RAST:PLUM	1
0843	RAST:RICE	1
3495	RAST:SQUASH/SUMMER	2
1230	RAST:STRING BEAN	3
6205	RAST:THYME IGE	1
2177	RAST:WEED MIX	1
0040	RBC ANTIBODY TITER	6
5862	RBC MORPHOLOGY, URINE	4
3185	REFLEX TESTING (ANA TITE	158
3284	RENAL FUNCTION PANEL	71
0978	RENIN PLASMA RIA	44
0141	RETIC COUNT	247
A115	RETINOL BINDING PROTEIN	1
A433	RETURNED SPECIMEN	1
A882	RFX HSV 1+2 IGM ABS	36
0317	RH GENOTYPING	2
1811	RIBOSOMAL P PROT.IGG AUT	1
1616	RICKETTSIAL DISEASE PANE	1
3365	RNA POLYMERASE III AB.	2
0142	RPR (SYPHILIS)	4,594
3063	RPR FTA	3
3151	RUBELLA IMMUNE/NON IMMUN	1
0973	RUBELLA TITER IGG	2

2013 Test Count - Correctional Facilities		
Code	Description	Totals
3533	SACCH CEREVISIAE IGG IGA	3
1636	SALMONELLA(WIDAL)AGGLUTI	1
0315	SCLERODERMA ANTIBODY	7
0593	SCLERODERMA PANEL	1
0232	SELENIUM	2
0351	SENSI WORK UP KIRBY BAUE	141
0880	SENSI WORK UP MIC	1,443
0499	SERUM VISCOSITY	1
0146	SGOT	502
0147	SGPT	684
0366	SICKLE CELL PREP	66
0372	SINGLE STRAND DNA	7
3481	SIROLIMUS(RAPAMYCIN)	9
0668	SJOGRENS ANTIBODY	15
5602	SKIN BIOPSY 1 JAR	326
3195	SMACII	3
0308	SODIUM URINE 24 HR	21
1793	SODIUM, RANDOM URINE	10
0148	SODIUM, SERUM	407
1028	SOLUBLE TRANSFERRIN RECEPTOR	1
1072	SOMATOMEDIN-C	6
4515	SPEP IPEP	1
0382	SPUTUM CULTURE	113
0527	STONE ANALYSIS	37
2566	STONE RISK PROF.(URINE TO MP)	18
0077	STOOL CULTURE	148
0878	STOOL FOR POLYS	58
0079	STREP CULTURE	6
0202	STREP GRP B AMPLIFIED PR	13
0307	T3 REVERSE	3
0152	T-3 UPTAKE	145
0271	T3, FREE	91
0150	T3, TOTAL	313
0151	T4 (THYROXINE), TOTAL	398
4022	T4 T3 TSH	384

2013 Test Count - Correctional Facilities		
Code	Description	Totals
4219	T4 TSH	1
0091	T4, FREE	2,492
1871	TACROLIMUS, BLOOD	198
B157	T-CELL SUBSETS REG.	1
0154	TEGRETOL	338
A999	TESTOS.FREE + TOT.,BY LC	2
0658	TESTOST BINDING GLOBULIN	10
0379	TESTOSTERONE	256
0528	TESTOSTERONE FREE SERUM	69
7301	TESTOSTERONE FREE TOTAL	174
1367	THALLIUM, BLOOD	1
0380	THEOPHYLLINE LEVEL	12
0293	THIAMINE-B1	13
0078	THROAT CULTURE	261
A206	THROMBOPOIETIN (TPO)	1
0577	THYROGLOBULIN	32
0867	THYROID COMPREHENSIVE	1,392
9891	THYROID COMPREHENSIVE	40
0339	THYROID HYPER	894
0007	THYROID PNL-T3U,T4,TSH	158
0006	THYROID SCREEN	115
1236	THYROID STIMULATING IMMU	23
2322	THYROIDITIS	3
1607	THYROIDITIS PROFILE	1
1044	THYROTROPIN BIND INHIB I	15
1889	TIBC COMPONENT	2
0251	TIBC INCL IRON	8
8963	TILAPIA, IGE	1
3725	TIN, SERUM	2
4760	TOPAMAX LEVEL	66
2485	TOPIRAMATE	11
0381	TOTAL EOSINOPHIL COUNT	2
0135	TOTAL PROTEIN, SERUM	20
2721	TOXO IGG IGM	54
2376	TOXO IgG, W/REFLEX	66

2013 Test Count - Correctional Facilities		
Code	Description	Totals
1185	TOXOCARA CANIS BY EIA	3
1749	TOXOPLASMOSIS IGA AB	1
0552	TOXOPLASMOSIS IGG, TITER	38
0877	TOXOPLASMOSIS IGM AB	18
6630	TP W REFLEX ASC US AND A	505
6629	TP W/REFLEX ASC-US	12
3928	TPMT MUTATION ANALYSIS	8
3916	TRAMADOL AND METABOLITE	11
0192	TRANSFERRIN	25
0997	TRANSFERRIN	27
3473	TRANSGLUTAMINASE EVAL.	23
3472	TRANSGLUTAMINASE IGA,ABS	18
5869	TRANSGLUTAMINASE, IGG AB	3
0112	TRAVEL ALLOWANCE	4,129
1128	TRICHINOSIS AB	1
6342	TRICHOMONAS BY MULTIPLEX	27
1106	TRICHOMONAS DIRECT EXAM	3
3732	TRICHOMONIASIS UA	2
0155	TRIGLYCERIDES	14
3410	TRILEPTAL OXCARBAZEPINE	1
6276	TROFILE	12
A205	TROFILE DNA(WHOLE BLOOD)	6
2163	TROPONIN	16
2578	TROPONIN	6
3689	TRYPANOSOMA CRUZI,IGG AB	1
2148	TRYTASE SERUM	5
0153	TSH (THY STIMU. HOR)	5,546
A518	TSH W/RFX TO FREE T4	4,521
5183	UGT1A1	1
1698	UREA CLEARANCE 24 HR URI	5
2083	UREA, URINE, TIMED	1
6339	UREAPLASMA BY MULTIPLEX	1
1137	UREAPLASMA CULTURE	1
0158	URIC ACID, 24HR U	26
0157	URIC ACID, SERUM	676

2013 Test Count - Correctional Facilities		
Code	Description	Totals
1663	URIC ACID, URINE, TIMED SPEC.	2
0459	URINALYSIS COMPLETE	5,475
0159	URINALYSIS, ROUTINE	10,873
2100	URINE CYTOLOGY	251
0354	URINE ROUTINE AND C&S	2,473
0643	URINE VOLUME TIMED PERIO	1
1829	URR PANEL	604
5889	VAGINAL BIOPSY	1
0542	VALPROIC ACID	1,922
3289	VALPROIC ACID, FREE	20
A614	VANCOMYCIN (RANDOM)	6
1589	VANCOMYCIN TROUGH SERUM	46
0575	VANCOMYCIN-PEAK	8
0597	VARICELLA ANTIBODIES	71
0574	VARICELLA ZOSTER AB, IGM	16
3739	VDRL SERUM	6
8573	VIT.D,25-HYDROXY D2+D3	8
0337	VITAMIN A RETINOL SERUM	4
0160	VITAMIN B12	379
3325	VITAMIN B2 SERUM	1
0296	VITAMIN B6	47
0286	VITAMIN D	1,225
0288	VITAMIN D,1,25-DIHYDROXY	107
0447	VITAMIN E, SERUM	2
1374	VITAMIN K-1	2
2861	VITAMIN PANEL	1
0543	VMA, 24 HR URINE	6
1264	VON WILLEBRAND FACTOR PA	2
0280	WARFARIN (COUMADIN)	1
0086	WESTERGREN SED-RATE	1,483
1497	WHITE BLOOD COUNT	166
0082	WOUND CULTURE PANEL	1,023
6289	ZINC PROTOPORPHYRIN ZPP	12
B345	ZINC, PLASMA	8
0285	ZINC, SERUM	28

2013 Test Count - Correctional Facilities		
Code	Description	Totals
3506	ZONISAMIDE QUANT	6
3494	ZUCCHINI, IGE	1

**ATTACHMENT K**

DOCCS DIRECTIVE #2216

 <p style="text-align: center;">STATE OF NEW YORK DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION</p> <p style="text-align: center;"><b>DIRECTIVE</b></p>	<p>TITLE</p> <p><b>Fingerprinting/Criminal History Inquiry - New Employees and Contractors</b></p>		<p>NO. 2216</p>
			<p>DATE 1/25/2012</p>
<p>SUPERSEDES</p> <p>DIR #2216 Dtd. 6/6/2001</p>	<p>DISTRIBUTION</p> <p>A</p>	<p>PAGES</p> <p>PAGE 1 OF 5</p>	<p>DATE LAST REVISED</p>
<p>REFERENCES (include but are not limited to)</p>	<p>APPROVING AUTHORITY</p> <p style="text-align: center;"><i>Ray Haponik</i></p>		

**I. POLICY:** All employees of the Department of Corrections and Community Supervision shall be fingerprinted and subjected to a criminal history inquiry in order to obtain background information pertinent to the security of operations, to verify data on employment applications, and to receive notification when Department employees are arrested. This policy applies to all civilian and uniformed staff, Office of Mental Health and Department of Motor Vehicle staff who are assigned to the Department and extra-service personnel, contract service provider employees and contractors.

**II. DEFINITIONS**

- A. Employee: An individual paid either annually, by calendar, 21 pay periods or by a fee to perform duties within a correctional facility.
- B. Part Time/Half Time Employee: An annual salaried employee whose work schedule is less than 100 percent of the time.
- C. Per-Diem Employee: An employee that is not annual salaried who is paid on an hourly basis.
- D. Extra Service Employee: An employee who renders a service to the agency other than the one in which they are regularly employed on a full-time basis.
- E. Contractor/Consultant: A non-state employee who provides under a formal agreement, material, labor, repair or maintenance on facility property, but does not receive direct compensation as salary from the Department.
- F. Contract Service Provider: A non-state employee who provides, under a formal agreement, a service to the facility but does not receive direct compensation as salary from the Department and whose duties are not performed under the direct supervision of security staff (Ex. Phlebotomist, Optometrist, Ophthalmologist, etc.).

**III. FINGERPRINTING**

A. Responsibility

- 1. All Correction Officer and Peace Officer applicants requiring pre-employment screening shall be fingerprinted by the Department's Employee Investigation Unit (EIU) at the time of the initial background interview. Results of the fingerprint check will be retained in the background investigation file in EIU.
- 2. Non-uniform (civilian) staff will be fingerprinted on the initial date of employment. Central Office employees shall be fingerprinted by the Bureau of Personnel at EIU; facility employees shall be fingerprinted by the facility ID Officer on the DCJS-4 non-criminal card with the Central Office personnel contributor number 700168R. Fingerprint responses (RAP Sheets) will be forwarded to the originating facility by the EIU. The fingerprints will be forwarded to EIU for processing immediately.
- 3. Per Diem Employees shall be processed in the same manner as non-uniform (civilian) staff (See section III-2 above).

4. Office of Mental Health, Department of Motor Vehicle staff, Extra-Service employees that are not permanent Department employees, and contract service provider employees assigned to the Department's facilities or to Central Office will be fingerprinted on the initial date of assignment. Fingerprints will be taken on the DCJS-4 non-criminal card with the Central Office personnel contributor number 700168R. A journal voucher (JV) must accompany all fingerprint cards in order to provide the required processing fee. Failure to submit the JV will result in a delay in processing. Fingerprint responses (RAP sheets) will be forwarded to the originating facility by the EIU.  

NOTE: If the contract service provider employee is working at more than one facility, the facility should contact EIU at (518) 485-9500 to determine if fingerprints were previously submitted by another facility. It will only be necessary for one set of fingerprints to be submitted.
  5. Contractors/Consultants who work within any DOCCS facility or office will be fingerprinted only where the Superintendent, Regional Director, Division Head or designee has determined that registration is required. Fingerprints will be taken by the facility ID Officer on the DCJS-4 non-criminal card with the Central Office personnel contributor number 700168R. A journal voucher must accompany all fingerprint cards in order to provide the required processing fee. Failure to submit the JV will result in a delay in processing. Fingerprint responses (RAP sheets) will be forwarded to the originating facility by EIU.  

NOTE: If the contractor may be working at more than one facility, the facility should contact EIU at (518) 485-9500 to determine if fingerprints were previously submitted by another facility. It will only be necessary for one set of fingerprints to be submitted.
  6. Teachers, Vocational Instructors and other 10-month employees assigned to the regular school year will be fingerprinted only once, even when they do not work the summer session. Summer School Teachers/Vocational Instructors will be fingerprinted only once as long as they work every consecutive summer. If there is a break in service and they fail to work one summer, they will be treated as a new employee during future summers, fingerprinted and charged the applicable fee. Prior to the start of each summer session, facilities must request that a criminal history inquiry be conducted by EIU on all Summer School Teachers and Vocational Instructors in accordance with Section IV of this Directive.
  7. Volunteers deemed "Regular-Ongoing" shall be the only volunteers fingerprinted. This will be in accordance with procedures in Directive #4750, "Volunteer Services Program" Section V-C-3.
- B. Fingerprint Cards\*: The processing person (in facilities, the ID Officer) shall verify the identity of the person being fingerprinted, enter all pertinent data following instructions on the card, take the prints using the "rolled impression" method in the numbered print blocks, and the "plain impression" method in the lower row of blocks, secure the signature of the person being fingerprinted, and then sign as the official taking the fingerprints.

DCJS-4, "Non-Criminal" fingerprint card shall be completed for all staff as defined in Section II of this directive. Box 19, "Contributor," should read:

700168R

NYS DOCCS

Personnel Office

Albany, NY 12226 - 2050.

\*See the summary Processing Chart, Attachment A.

**C. Fees\*:**

1. Correction Officer and Peace Officer applicants requiring pre-employment screening at EIU, Physicians and per diem employees must pay the fingerprint processing fee. Payment must be made via a U.S. Postal Money Order and accompany the fingerprints when they are forwarded to the EIU.
2. New non-uniform (civilian) staff will have the fingerprint processing fee taken out of their first full paycheck via payroll deduction. When these employees are fingerprinted on the first day of work, the personnel office must notify their payroll office that a fingerprint deduction (per OSC payroll Bulletin #231) needs to be processed. If a non uniformed civilian staff employee separates from service before they receive a full check, the facility MUST obtain the fingerprint fee from any money the employee is due. It is the responsibility of the facility to obtain the fingerprint fee from the employee. Failure to obtain the fingerprint fee will result in the facility making payment from the facility funds to make the fingerprint fee account whole.
3. Contractors/Consultants, Office of Mental Health, Department of Motor Vehicle staff, Extra-Service employees that are not permanent Department employees, and contract service provider employees assigned to the Department's facilities or to Central Office will have the fingerprint processing fee paid via JV by the facility submitting the fingerprints.
4. Volunteers- Persons who are deemed a volunteer will not be charged a fee per the DCJS Use and Dissemination Agreement.

\*See the summary Processing Chart, Attachment A.

- D. **Audits:** Periodic audits of all facilities will be conducted by EIU for compliance of fingerprint submission and collection of fees. Where it has been found that an employee has left service before the fee was collected, in accordance with the procedures of this directive, EIU will notify the facility (DSA and Steward) and the Director of Budget and Finance of the person that left owing fingerprint fees and how much. Central Office Budget and Finance will contact the facility to process their end of the JV and forward it to Central Office for processing to move the money into the fingerprint fee account.

- IV. **DCJS/FBI REPORTS:** Responses that contain derogatory information that was not revealed when the criminal history inquiry was processed for employees, per diem employees, contract service provider employees, OMH And DMV staff and extra-service personnel will be reviewed by the Bureau of Personnel in Central Office (see also Dir. #2112, "Report of Criminal Charges"). Responses that contain derogatory information on registered contractors will be reviewed by the facility Superintendent or designee.

- V. **CRIMINAL HISTORY INQUIRIES:** Criminal history inquiries shall be conducted on all Peace Officer applicants, non uniform (civilian) employees, per diem employees, OMH and DMV staff assigned to the Department, extra service personnel, contract service provider employees, and contractors/consultants working within any DOCCS facility or office who have been determined to require fingerprinting as outlined in Section III-A-5.

Each facility Superintendent, or designee, shall request a criminal history inquiry on individuals noted above by transmitting form "EF CH FORMLIBRARY" Criminal History Check to EIU (see Attachment B). This must be completed prior to the first day of employment or entrance into a correctional facility.

NOTE: To avoid delays in processing be sure that all fields on the E-form are complete.

Criminal history information received in response to inquiries will be referred to the Director of Human Resources, facility Superintendents and/or the Office of the Inspector General as appropriate.

See the summary Processing Chart, Attachment A.

Volunteers- Criminal History Inquiry will be conducted on all volunteers prior to entry into correctional facilities. For exceptions and procedures see directive #4750, "Volunteer Services Program" Section V-C-3.

The following Processing Chart summarizes the fingerprint processes:

Staff	Criminal History Inquiry	Who takes fingerprints	When to take fingerprints	What fingerprint card to use	Collect fee?	Submit to
Correction Officer Parole Officer Parole Officer Trainee Fac. Parole Officer Fac. Parole Officer Trainee Warrant and Transfer Officer Institution Safety Officer	YES	LIU	Pre-employment Screening	DCJS 4 Contributor 700168R	YES (\$75 US Postal Money Order)	LIU
Non-ambulatory (wheelchair) staff	YES	C - Personnel F - ID Officer	Initial date of hire	DCJS 4 Contributor 700168R	Payroll Deduct *	LIU
Per Diem Employees	YES	C - Personnel F - ID Officer	Initial date of hire	DCJS-4 Contributor 700168R	YES (\$75 US Postal Money Order)	LIU
OMB & DMV Staff	YES	C - Personnel F - ID Officer	First day in facility	DCJS 4 Contributor 700168R	Journal Voucher	LIU
Extra Service Employees	YES	C - Personnel F - ID Officer	Initial date of hire	DCJS-4 Contributor 700168R	Journal Voucher	LIU
Contract Service Provider	YES	C - Personnel F - ID Officer	First day in facility	DCJS 4 Contributor 700168R	Journal Voucher	LIU
Contractor and Consultants	As determined by Superintendent -or- Regional Director, Divis. or Head -or- designee	Facility ID Officer	As determined by Superintendent or Regional Director, Division Head, or designee	DCJS 4 Contributor 700168R	Journal Voucher	LIU

C = Central Office  
F = Facility

