



# Corrections and Community Supervision

## Request for Proposals (RFP) #2016-11

Operation of a 60-Bed Skilled Nursing Services Program  
Within the Coxsackie Regional Medical Unit

Issue Date: October 21, 2016

Proposal Due Date: January 6, 2017, by 3:00 PM (EST)

# Notice to Bidders

1. Read the entire RFP document. Note the key issues such as: critical dates, qualifying and mandatory requirements, services required, and proposal packaging requirements.
2. The successful Bidder must be able to provide the management and staffing for the operation of a 60-bed skilled nursing services program within the Coxsackie RMU. **Only one contract will result from this RFP.**
3. Note the name, address, phone numbers and email of the designated contacts. These are the only individuals that you are allowed to communicate with regarding this RFP (see Section 1.2 – Designated Contact).
4. Any amendments, clarifications, responses to questions, and updates to this RFP will be posted on the NYS Contract Reporter website (<http://www.nyscr.ny.gov/>) and the DOCCS website (<http://www.doccs.ny.gov/RFPS/rfps.html>).
5. It is the responsibility of the bidder to address all amendments, clarifications or updates pertaining to this RFP. All applicable amendment information must be incorporated in the bidder's proposal.
6. Take advantage of the Questions and Answers period. All questions must be submitted in writing to the designated email address by the date and time specified in Section 1.3 - Key Events/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 proposals all required forms. All required forms are either included or links are provided for the latest revised documents available online.
9. Package your proposals as instructed in Section 6 - Proposal Submission. Ensure your proposal conforms to the packaging requirements. Proposals not packaged accordingly will be deemed non-responsive.
10. Submit your proposal so that it is received by the designated due date and time (see Section 1.3 – Key Events/Dates). **DOCCS will not consider for award proposals received after the due date and time indicated.**

## Glossary of Terms

Acute Care	Providing or concerned with short-term care especially for serious acute disease or trauma
Assisted Living	Housing for elderly or disabled people that provides nursing care, housekeeping, and prepared meals, as needed.
Bid or Offer or Proposal	The formal written response to this document.
Bidder or Offeror or Proposer	Any person, partnership, firm, corporation, or other authorized entity submitting a proposal pursuant to this solicitation.
Clinics	Physician provided services within a correctional facility.
Commissioner	Commissioner of the Department of Corrections and Community Supervision or duly authorized representative
Contractor	The successful bidder awarded a contract as a result of this RFP
DOCCS	Department of Corrections and Community Supervision
DOH	New York State Department of Health
DSH	Deputy Superintendent of Health
EST	Eastern Standard Time
Facility	Correctional Facility
FHS1	DOCCS' Clinic Scheduling System. The contractor will be given access.
Hub	A group of correctional facilities within the same geographic region.
Infirmary	A place/location in a prison for the care of the infirmed, sick, or injured inmates.
Inmate	Convicted felon that is incarcerated
Long-Term Care	Refers to a continuum of medical and social services designed to support the needs of people living with chronic health problems that affect their ability to perform everyday activities. Long-term care services include traditional medical services, social services, and housing.
NYCRR	New York Codes, Rules, and Regulations
PREA	Prison Rape Elimination Act
Request for Proposals (RFP)	This solicitation document.
Regional Medical Director (RMD)	Serves as Chief of Services of a particular region and is responsible for the development, implementation, and administration of services within that region.
Regional Medical Unit (RMU)	Inpatient units designed to provide sub-acute and long-term care for inmates whose health care needs can be more optimally accomplished than in facility infirmaries, yet do not warrant admission or continued stay in a community based hospital.
Senior Utilization Review Nurse (SURN)	A DOCCS Health Services employee who works to ensure that inmate health care is consistent with community standards, and is delivered in the most efficient and cost effective manner. Works collaboratively to ensure DOCCS policies and procedures are being adhered to.

## Glossary of Terms (continued)

Sub-Acute	Is a level of care needed by a patient who does not require hospital acute care, but who requires more intensive skilled nursing care than is provided to the majority of patients in a skilled nursing facility.
Utilization Review (UR)	The review to determine whether health care services that have been provided, are being provided, or are proposed to be provided to a patient are medically necessary. The review can be undertaken prior to, concurrent with, or subsequent to the delivery of such services.
Vendor	Any individual or entity doing business with New York State.

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Attachment E – Bid Declination Form

Attachment F – Legal and Required Forms

Attachment G – M/WBE Requirements and Forms

Attachment H – Bid Submission Checklist

Attachment I – DOCCS Policies

**NYS DEPARTMENT OF CORRECTIONS  
AND COMMUNITY SUPERVISION**

**REQUEST FOR PROPOSALS #2016-11  
OPERATION OF A 60-BED SKILLED NURSING SERVICES PROGRAM  
WITHIN THE COXSACKIE REGIONAL MEDICAL UNIT**

**1. INTRODUCTION**

**1.1 Overview**

The New York State Department of Corrections and Community Supervision (DOCCS) is responsible for the care and custody of approximately 53,000 inmates statewide and supervision upon their return to the community. Every general confinement correctional facility has a health unit consisting of exam rooms, a nurse's station, an emergency treatment room, and medical records area. Most facilities also have a "collegiate type" infirmary for monitoring patients and providing basic nursing care. The DOCCS currently operates five (5) Regional Medical Units (RMU's) located on the grounds of the Bedford Hills, Coxsackie, Fishkill, Mohawk (Walsh), and Wende Correctional Facilities. The RMU's are inpatient units designed to provide sub-acute and long-term care for inmates whose health care needs can be more optimally accomplished than in facility infirmaries, yet do not warrant admission or continued stay in a community based hospital. Each RMU serves multiple facilities in a common geographic area, referred to as a "hub."

DOCCS is seeking a qualified vendor to provide 24/7 management and staffing of the 60-bed Coxsackie RMU in general compliance with 10 NYCRR Section 415 for Nursing Homes and community standards, and help ensure that DOCCS meets the following goals:

- Costs will be contained without compromising care.
- The program will support efficient and effective use of DOCCS security resources.
- Day-to-day operations of the program will contribute to positive community relations and good order of the facility.

## 1.2 Designated Contact

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

### **PRIMARY CONTACT**

**Kathleen Gallagher**

NYS Department of Corrections and Community Supervision  
Division of Support Operations/Contract Procurement Unit

550 Broadway

Menands, New York 12204

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

### **ALTERNATE CONTACTS**

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Menands, New York 12204

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**Contacting anyone other than the designated contacts may result in rejection of bid. See details in Section 3.2 - Procurement Lobbying Act.**

All questions and inquiries must be submitted in writing via email, citing the particular proposal section and paragraph number, to the Contract Procurement Unit. Please reference "RFP 2016-11" on the subject line of your email.

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 of a substantive nature will be posted in the form of a formal addendum at the following websites: NYS Contract Reporter <https://nyscr.ny.gov> and DOCCS <http://www.doccs.ny.gov/RFPs/rfps.html>. Any questions received after the due date and time (see Section 1.3 - *Key Events/Dates*) may not be addressed. The addendum 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.

### 1.3 Key Events/Dates

The table below outlines the schedule for important action dates. If the State finds it necessary to change any of these dates, notification will be accomplished through an addendum to this RFP.

<u>Event</u>	<u>Date</u>
Request for Proposals (RFP) Issued	October 21, 2016
Mandatory Bidders' Conference & Site Visit	November 17, 2016, at 9:00 AM (EST)
DOCCS Posts Bidders' Conference Transcript (estimated)	December 1, 2016
Written Bidders Questions Deadline	December 12, 2016, by 3:00 p.m. (EST)
DOCCS Issues Responses to Questions (estimated)	December 19, 2016
Proposals Due to DOCCS	January 6, 2017, by 3:00 PM (EST)
Successful Bidder Selection (estimated)	January 27, 2017
Contract Start Date	April 1, 2017, or Upon Approval by OSC (whichever date is later)

**NOTE: This is a tentative timetable, which may ONLY be modified to address the State's needs.**

## 1.4 Mandatory Bidders' Conference and Site Visit

Each bidder is required to attend a mandatory Bidders' Conference **and** Site Visit, which will be held on the date and time indicated in Section 1.3 – Key Events/Dates. This is the only date and time available for the mandatory Bidders' Conference and Site Visit. Alternate dates for additional bidders' conferences and site visits **will not** be available. Failure to attend the mandatory Bidders' Conference and Site Visit will result in rejection of proposal.

The location of the mandatory Bidders' Conference and Site Visit is scheduled to take place at Coxsackie Correctional Facility, 11260 Route 9W, Coxsackie, NY 12051. **It is recommended that attendees arrive at least 30 minutes prior to the scheduled time of the Bidders' Conference and Site Visit with photo identification (passport, driver's license, or DMV issued identification). 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.**

**IMPORTANT:** Due to security restrictions, 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 Monday, November 14, 2016. Each Bidder is requested to limit the number of representatives attending to two (2).

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.

The facilitator of the event will publicly announce the official start time of the event, which announcement shall be made no sooner than the time stated in Section 1.3 – Key Events/Dates. Prospective bidders arriving after the official start time of the event will be precluded from attending the Bidders' Conference and Site Visit, and therefore, unable to submit a responsive proposal.

The Bidders' Conference and Site Visit will provide an opportunity for Bidders to obtain information about the required services and see firsthand the facilities within the Coxsackie Regional Medical Unit. 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.

A copy of the Bidders' Conference transcript will be posted at the following websites: DOCCS <http://www.doccs.ny.gov/RFPs/rfps.html> and the NYS Contract Reporter <https://nyscr.ny.gov/> on or about the date listed in Section 1.3 – Key Events/Dates.

**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), no later than 3:00 p.m. on Thursday, November 10, 2016. Please reference "RFP 2016-11" on the subject line of your email. 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.

The deadline for the submission of **all** written questions is by 3:00 p.m. on the date listed in Section 1.3 – Key Events/Dates. All questions should be submitted via email to the Contract Procurement Unit at [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov). Please reference "RFP 2016-11" on the subject line of your email. Official answers to all written questions will also be posted on the DOCCS and New York State Contractor Reporter websites on or about the date listed in Section 1.3– Key Events/Dates.

**In accordance with State Finance Law §139-j (3) a (3), this mandatory bidders' conference and site visit is covered by the permissible subject matter authorization. A vendor is authorized to speak with representatives other than the 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.)**

## **1.5 Minimum Bidder Qualifications**

Bidders are advised that the State's intent is to ensure that only qualified and reliable contractors enter into a contract to perform the work as defined in this document.

**The State considers the following qualifications to be pre-requisites in order to be considered as a qualified Bidder for purposes of this solicitation. Any bidder who cannot provide evidence of meeting these requirements will be considered non-responsive and that bidder's proposal will be immediately rejected, prior to the scoring process.**

- Bidder must have a minimum of five (5) years experience in a correctional setting providing the management and staffing for the operation of a 50+ bed skilled nursing services program. Note: This pertains to the organization, and is not required of each individual staff member.

## 2. Scope of Services

Bidders must address the Mandatory Requirements in their Technical Proposals.

Bidders are expected to address each item that is presented below in their Technical Proposals. For the Technical Requirements, Bidders should include descriptions of the proposed plan for addressing each item. The descriptions should be detailed and include additional documentation/examples, when applicable, to illustrate any responses.

### 2.1 Mandatory Requirements

Bidders are advised that DOCCS' intention is to ensure that only one qualified and reliable contractor enter into a contract to perform the work as defined in this solicitation. DOCCS considers the following mandatory requirements to be prerequisites for consideration as a qualified bidder for purposes of this solicitation. Bidder must provide evidence of meeting the following requirements by addressing each requirement in the Technical Proposal to be considered responsive. If the bidder's proposal does not address the mandatory requirements, the proposal will be rejected without further consideration.

- A. Provide table of organization for staff to be assigned to the Coxsackie RMU including, but not limited to: a health services administrator, full-time, and Hospice Care experienced medical director, and compliment of administrative and nursing staff.
- B. Provide a comprehensive list of all staff titles which includes job descriptions and education/certification requirements in accordance with industry standards. Proof of certification for staff designated for the RMU will be required of the selected bidder.
- C. Provide a copy of the Bidder's audited financial statement from the last two (2) years demonstrating that company is fiscally sound.

### 2.2 Technical Requirements

Bidders are to provide detailed responses to the items below. All responses will be evaluated and scored based on the description of how Bidders address each of the following items. Reference each lettered item below in the Technical Proposal. Bidders shall familiarize themselves with all attached DOCCS policies (see Attachment I). The successful contractor will be responsible for provision of the following services, **in accordance with DOCCS policies:**

#### A. Administrative Management

1. Maintain the necessary staffing levels to care for the targeted patient population in accordance with industry standards and NYS Labor Law, Article V, Section 167 - Restrictions on Consecutive Hours of Work for Nurses.

2. Failure to meet the standards listed in Item #1 may subject the Contractor to fiscal penalties.
3. Monitor the staffing pattern, and adjust as needed. Any proposed/necessary staffing changes will be communicated to the DOCCS on-site contract monitor, the Deputy Superintendent of Health (DSH), on a weekly basis. The DSH reports to the Superintendent and is the primary point of contact for health care.
4. Hold weekly administrative staff meetings with on-site contract monitor (DSH) to review operational issues, patient concerns, etc. and maintain meeting minutes.
5. Maintain all appropriate staff credentialing or job specific certifications as specified in the table of organization/list of staff titles (see Section 2.1 - Mandatory Requirements), and be able to demonstrate/provide upon request.

## **B. Quality Improvement Program**

1. The Quality Improvement (QI) Committee will document practices that are undertaken to meet the health unit's established goals and objectives for quality care, access to care and utilization of resources. Each unit must establish its own facility-based QI program as an extension of the Division of Health Services Quality Improvement Program (Health Services Policy 7.19 "Continuous Quality Improvement Committee"). The facility-based QI Committee will utilize, but not be limited to, the assessment tools established in the Division of Health Services' Quality Assessment Tools Manual.
2. Provide occurrence reporting and mortality review in coordination with DOCCS, consistent with Health Services Policies 7.21 "Mortality Review" and 8.05 "Occurrence Reporting" (see Attachment I).
3. Monitor suicide prevention initiatives in coordination with the Mental Health provider; in collaboration and agreement with DOCCS Quality Improvement Program, the Commissioner's Mandatory Suicide Prevention Initiative and Health Services' syllabus.
4. Provide program reports on a regular basis; no less than quarterly, or upon request.

## **C. Admission/Discharge Process**

1. Formalize a mechanism for regularly reviewing patients' status which incorporates the requirement for all placement decisions to be approved by DOCCS.
2. Collaborate with DOCCS Senior Utilization Review Nurses (SURN's) to accept patients as soon as possible by reviewing needs, developing policies to care for as required, and obtaining any necessary specialty equipment (vendor will initiate request, DOCCS will purchase), in accordance with Health Services Policy 1.51 "Hospital Admissions and Discharges" (see Attachment I).

3. Collaborate with DOCCS Health Services classification analyst and DOCCS security to discharge patients to a lesser level of care when patients' conditions have improved enough to no longer require the RMU level of care.
4. Collaborate with DOCCS Health Services classification analyst and DOCCS security to admit patients to the RMU when patients' conditions require a higher level of care.

#### **D. Hospice Care**

1. Provide Hospice experienced staff; may be done through a contractual relationship with a community based provider (sub-contractor).
2. Deliver a comprehensive Hospice program inclusive of nursing, medical, and social services support. (Guidance and Ministerial support will be provided by DOCCS.)
3. Support training initiatives of the Inmate Hospice Aide Program and assist in teaching.
4. Hold monthly support meetings and education sessions with volunteer Inmate Hospice Aides.

#### **E. Wound Care Management**

1. Provide a comprehensive program which includes both medical and nursing evaluation on a regular basis to stage the wound healing process.
2. Evaluate every admission for risk factors, using an approved tool and adhering to Health Services' policies and guidelines.
3. Manage resources in order to provide cost effective patient care equipment (vendor will initiate request, DOCCS will purchase), dressing supplies, and patient monitoring with the goals of wound prevention, healing, and minimization of the need for surgery and costly hospital admissions.
4. Provide weekly wound care team assessment for revision of care, provide on-site minor surgical debridement, and ongoing treatment evaluation.

#### **F. Risk to Fall Program**

1. Provide a comprehensive evaluation of each patient to determine the risk to fall on admission and change of condition utilizing long-term care standards.
2. Evaluate the use of patient adaptive devices and patient care equipment for proper operation and repair.
3. Evaluate and assess every fall using the quality improvement process to examine trends, outcomes, and areas for improvement.
4. Track and trend any injuries for safety and preventive measures while assuring proper treatment and prevention has been documented.
5. Provide training as per NYS Public Health Law, Article 29-D, Title 1-A – Safe Patient Handling.

## **G. Patient Education**

1. Provide a comprehensive review of each patient upon admission for education needs specific to diagnosis and treatment. Written material and explanation are to be provided.
2. On an as-needed basis, but not less than quarterly, provide education on new diagnoses, procedures, etc.
3. Conduct monthly group education programs related to chronic care and other medical conditions specific to current health trends.
4. In conjunction with DOCCS counselor, provide programming opportunities within the RMU whenever possible.

## **H. Staff Education/Services**

1. Provide a comprehensive orientation and continuing staff education program to address the requirements for American Correctional Association (ACA), long term care, infection control, Occupational Safety and Health Administration (OSHA), security and standards of practice.
2. Conduct annual clinical competency evaluations for use of equipment and procedures for the targeted patient population.
3. Utilize a tracking and reporting mechanism to assure a minimum 40 hours of annual DOCCS training consistent with DOCCS training policies (i.e., 4 hour annual HIV education).
4. Provide monthly staff educational topics including current community standard of care topics (i.e., elder care, infection control, patient rights, and long-term care guidelines) and disease, medication and procedure specific information.
5. Suicide prevention and PREA training provided by DOCCS personnel is required for all staff working in the RMU.
6. Provide training as per NYS Public Health Law, Article 29-D, Title 1-A – Safe Patient Handling.

## **I. Peer Review**

1. Demonstrate a process which utilizes standard documentation criteria to assess health care delivery by an independent contractor or advanced practitioner.
2. Provide focused feedback regarding clinical outcomes in order to enhance healthcare provided.
3. Review shall be completed by an individual with equal or greater credentials and training no less than annually, with a goal of quarterly.

## **J. Medical Records System**

1. Registered Information Technologist (or equivalent title) will comply with DOCCS medical records systems, and reply to all legal requests for records.

2. Manage the formation and monitoring of forms for documentation to meet long term care, Department of Health (DOH) and in accordance with DOCCS policies and guidelines.
3. Supervise clerks to ensure compliance with standards for medical record keeping.
4. Review, educate and monitor staff compliance with Health Insurance Portability and Accountability (HIPAA) and in accordance with DOCCS policies.
5. Participate in the quality improvement committee and document reviews looking for areas for improvement.
6. Develop and monitor a patient care database system.
7. Work with DOCCS in transitioning from paper based records to an Electronic Medical Record (EMR) if and when this initiative is undertaken by DOCCS.

#### **K. Patient Care Database System**

1. Use DOCCS' FHS1 system for such tasks as problem list updates and consultation requests.
2. Maintain a comprehensive tracking system to provide timely information and reports on topics such as assistive devices, equipment, diagnoses, admissions and discharges, Hospice, and do not resuscitate (DNR) status.
3. Compile dietary information such as weight, type of diet, and lab information.
4. Compile data on infection control, patient assessment information, hospital admissions and Emergency Room tracking upon admission and on a quarterly basis.

#### **L. Pharmacy Services**

1. NYS DOCCS shall be responsible for the cost of all prescriptions. All filled prescriptions shall be purchased by NYS DOCCS following acceptable State purchasing practices. Instructions regarding the process shall be provided to the Contractor after notice of contract award.
2. Maintain a Pharmacy and Therapeutics Committee to monitor medication usage, errors and identify areas for improvement and cost containment.
3. Provide monthly pharmacist consultant services for review of patient medication regimens, formulary compliance, and any other recommendations.
4. Perform physical inspection of medication cart, medication room, emergency bag, and narcotics for compliance with DOCCS directives and policy procedures.
5. Provide support for Total Parenteral Nutrition (TPN) and Peripheral Parenteral Nutrition (PPN).
6. Perform regularly scheduled patient-specific narcotic destruction of all medications according to DOH and Drug Enforcement Administration (DEA) regulations.
7. Compliance with e-prescribing as required by New York State.

8. Include regular review of cost effective pharmacy formulary compliance and laboratory utilization. Vendor will be provided a copy of the current DOCCS formulary. On a monthly basis vendor will meet with DOCCS RMU Administrator to review any non-formulary medications used. Vendor will provide a clinical justification why non-formulary medications were used. A similar protocol will be followed for reviewing laboratory services that are not part of DOCCS's separate lab services contract.

#### **M. Occupational/Speech Services**

1. Provide certified speech and occupational evaluations and a maintenance program with the goals of maintaining and/or restoring function, independence, and discharge back to general population setting.
2. Provide bedside swallowing evaluations for diet advancement and avoiding need for off-site trip appointment.

#### **N. Registered Dietician Services**

1. Provide admission evaluation, individual monitoring of patient's weight, nutritional status, and needs on an as-needed basis (but no less than quarterly) and attend weekly patient care conference.
2. Conduct individual interviews for allergies and food related issues to develop a dietary care plan for maintenance of weight and health status.
3. Coordinate with the DOCCS dietary services for therapeutic meals.
4. Participate in the Hospice Program for dietary needs and coordinate Hospice food requests.
5. Participate in the Wound Care Program for individualized dietary needs.
6. Assist in monitoring needs for TPN, PPN, tube feedings, etc.

#### **O. Infection Control and Employee Health**

1. Ensure a comprehensive program of surveillance, monitoring, and screening, which includes drug resistant organisms, in accordance with Center for Disease Control (CDC), DOCCS and DOH recommendations and requirements.
2. Monitor compliance with DOCCS primary care practice guidelines, Health Services Policy 1.18 "Tuberculosis" (see Attachment I).
3. Ensure compliance with PPD testing guidelines for health care workers as directed by CDC, DOH, and DOCCS Directive #4322 "Tuberculosis Control Program" (see Attachment I).
4. Provide surveillance of communicable diseases as related to health care workers.
5. Report on communicable diseases as required by DOH.
6. Provide 24 hour availability for staff support in event of occupational exposure, staff illness, or newly diagnosed patient communicable disease.
7. Provide evaluation of patient related communicable disease lab reports for initiation of infection control precautions according to CDC, DOH and DOCCS guidelines.

## **P. Social Services**

1. Provide full time, on-site License Master Social Worker.
2. Provide individual evaluation of family contact needs.
3. Document a psychosocial assessment on each patient.
4. Visit patients upon admission, monthly with chart documentation, upon re-admission, and in preparation for discharge and placement to assist with family contacts and channel any concerns to the appropriate department.
5. In conjunction with DOCCS, assist with discharge planning and links to community based programs and providers for medical services.
6. Assist in identification of patients for medical parole and assist the medical providers in completing appropriate paperwork.
7. Assist ministerial services with bereavement counseling for patients and staff.
8. Provide a liaison and supportive counseling for patient families.
9. Facilitate Health Care Forums to discuss patient concerns and topical issues.
10. Attend and participate in RMU monthly discharge meetings.

## **Q. Safety Services**

1. Document and review environmental safety issues.
2. Participate in review of new medical devices and staff education.
3. Hold monthly safety committee meetings to review compliance with OSHA safety standards and demonstrate opportunities for improving safety practices.
4. Participate in Facility Disaster Plan development and implementation of drills.

## **R. Patient Services**

1. Regularly review patient care by means of multi-disciplinary patient care conferences.
2. Provide ad hoc committees to address isolated care needs (i.e., continuous IV therapy pre-cardiac transplant).
3. Provide discharge planning and patient review instrument (PRI) certified staff members to identify needs at time of admission and facilitate transfer to community services.
4. Conduct weekly comprehensive review of off-site consultant services including transportation requirements, specific patient needs (wheelchair, ambulance, isolation precautions, medication, diet, etc.), and continued necessity in coordination with facility security and general population medical needs.
5. Participate in timely response to patient concerns consistent with DOCCS Inmate Grievance process.
6. Provide monthly/as-needed (but not less than quarterly) comprehensive patient systems review by a Registered Professional nurse for changes in condition.

7. Provide comprehensive medical evaluation by a licensed mid-level practitioner or physician upon admission, monthly/as-needed, and upon discharge to include diagnosis, prognosis, and plan of care.

#### **S. Policies and Procedures**

1. Develop and maintain a comprehensive site-specific policy and procedure manual consistent with DOCCS policies and directives.

**The successful vendor will be responsible for providing all patient treatment supplies used in direct patient care in connection with the RMU.**

**The successful vendor will not be responsible for security, custodial, laundry, laboratory, or food services or changes to specialty care. DOCCS will provide/make available the office space, office furniture, utilities, and equipment necessary to operate the RMU.**

Subcontracting for any of the above items will be acceptable to DOCCS. Please refer to Section 3.20 – Subcontractors for guidelines.

### **3. Contract Clauses and Requirements**

#### **3.1 Appendix A / Order of Precedence**

Appendix A - Standard Clauses for New York State Contracts, dated January 2014 attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

- Appendix A
- The Contract resulting from this RFP
- DOCCS Request for Proposal Number 2016-11 (this Document) including any addenda
- Selected Contractor's Proposal/Bid

#### **3.2 Procurement Lobbying Act**

New York's Legislative Law and the State Finance Law have been amended to regulate lobbying on procurement contracts. Chapter 1 of the Laws of 2005, State Finance Law §139-j and k, which can be accessed through the NYS Office of General Services links below, imposes certain restrictions on communications between the Department and the bidder during the procurement process. The bidder is restricted from making contacts, beginning with the date of the bid advertisement in the NYS Contract Reporter through final approval of the contract award by the Office of the State Comptroller, with anyone other than the designated contact person identified in the RFP, unless it is contact that is among certain statutory exceptions as per State Finance Law § 139-k (3) (a). The designated staff are identified in Section 1.2. Department staff are required to obtain certain information when contacted during the "restricted period" and to make a determination of responsibility of the bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection of the proposal, and in the event of two findings within a four-year period, the bidder is debarred from future State contracts. It is DOCCS' policy to immediately report to its ethics officer and/or inspector general any impermissible contact by any offeror (bidder) and, in addition, to comply with all requirements of the procurement lobbying and procurement stewardship acts. More information about State Finance Law Sections 139-j and k can be found on the website of the Office of General Services by accessing the following:

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

All bidders must submit a completed Procurement Lobbying Certificate related to State Finance Law 139-j and k (see Attachment F).

#### **3.3 Ethics Compliance**

All proposers/contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Contract, the Contractor certifies full compliance with those

provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the proposal process, termination of contract, and/or other civil or criminal proceedings as required by law.

### **3.4 New York State Vendor File Registration**

Prior to being awarded a contract pursuant to this Solicitation, the Bidder must be registered in the New York State Vendor File administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company and to authorized resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on all required documents.

If the Bidder is not currently registered in the Vendor File and is recommended for award, DOCCS shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. In addition, if authorized resellers are to be used, an OSC Substitute W-9 form should be completed by each of the designated authorized resellers and submitted to the Office of General Services Business Services Center. The Office of General Services Business Services Center will initiate the vendor registration process for all Bidders recommended for Contract Award and their authorized resellers. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application.

For more information on the vendor file please visit the following website:

[http://www.osc.state.ny.us/vendor\\_management/](http://www.osc.state.ny.us/vendor_management/)

Form to be completed: [http://www.osc.state.ny.us/vendors/forms/ac3237s\\_fe.pdf](http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf)

### **3.5 Vendor Responsibility Requirements**

DOCCS conducts a review of prospective contractors (“Bidders”) to provide reasonable assurances that the Bidder is responsive and responsible. A questionnaire is used for non-construction contracts and is designed to provide information to assess a Bidder’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 bid, Bidder agrees to fully and accurately complete the “Questionnaire.” The Bidder acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Bidder is responsible, and that the State will be relying upon the Bidder’s responses to the Questionnaire when making its responsibility determination.

DOCCS recommends each Bidder 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>. Bidders 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)

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.

To assist the State in determining the responsibility of the Bidder, the Bidder should complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date.

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

The Bidder agrees that if it is found by the State that the Bidder'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 contractor shall at all times during the contract term remain responsible. 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.

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.

### 3.6 General Requirements

The Bidder agrees:

- A. to adhere to all State and Federal laws and regulations in connection with the contract;
- B. at a minimum, to notify DOCCS of any changes in the legal status or principal ownership of the firm, no less than forty five (45) days in advance of said change;
- C. that in any contract resulting from this RFP, it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action;
- D. that any contract resulting from this RFP may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of DOCCS or his/her designee;
- E. that for reasons of safety and public policy, in any contract resulting from this RFP, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified;
- F. that the Commissioner's interpretation of specifications shall be final and binding upon the Contractor;
- G. that the Commissioner of DOCCS will make no allowance or concession to the bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions;
- H. that should it appear that there is a real or apparent discrepancy between different Sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of DOCCS;
- I. that it is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- J. **Inspection** – For purposes of any contract resulting from this RFP, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Commissioner of DOCCS may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
- K. **Stop Work Order** - The Commissioner of DOCCS reserves the right to stop the work covered by this RFP and any contract(s) resulting therefrom at any time that it is deemed the successful Bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, DOCCS shall have the

right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Bidder shall be liable to the State of New York for any such costs on account thereof. In the event that DOCCS issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.

### **3.7 Financial Stability**

Bidder must be prepared to present documentation of its ability to service a contract with dollar sales volume similar to scope of this bid through submission of financial statements documenting past sales history. The bidder must be financially stable and able to substantiate the financial statements of its company. In addition to sales history, current financial statements may be requested and must be provided within five business days. The state reserves the right to request additional documentation from the bidder and to request reports on financial stability from independent financial rating services. The state reserves the right to reject any bidder who does not demonstrate financial stability sufficient for the scope of this bid.

### **3.8 Sales and Compensating Use Tax Certification Requirements**

New York State Tax Law § 5-a, as amended on April 26, 2006, requires certain contractors who are awarded state contracts for commodities and/or services valued at more than \$100,000 (over the full term of the contract, excluding renewals) to certify to the Department of Taxation and Finance (DTF) they are registered to collect New York State (NYS) and local sales and compensating use taxes. The law applies to contracts where the total amount of the contractor's sales delivered into NYS exceed \$300,000 for the four quarterly periods immediately preceding the quarterly period when the certification is made; and with respect to any affiliates and subcontractors whose sales delivered into NYS also exceed \$300,000 in the same manner as noted above for the contractor.

Complete Form ST-220-CA Contractor Certification. The Contractor must file 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)  
Please note that 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> .

### **3.9 Encouraging the Use of NYS Business**

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 (see Attachment F). 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.

### **3.10 Contractor Requirements for EEO and M/WBE**

See Attachment G, attached hereto, for Contractor requirements and procedures. The selected bidder will be required to return a completed Utilization Plan (Form M/WBE 100-G) and a completed Staffing Plan (Form EEO 100) as part of the contract resulting from this RFP. M/WBE required information will be included in the Contract resulting from this RFP.

### **3.11 Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance**

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at [http://ogs.ny.gov/Core/docs/CertifiedNYS\\_SDVOB.pdf](http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf).

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 of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law. Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its SDVOB partners. SDVOBs will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated public procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects bidders/proposers to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of SDVOBs by completing the form entitled *Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance* (Attachment F – Legal and Required Forms) and returning the completed form with your bid/proposal.

### **3.12 Diversity Practices**

DOCCS has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents to this procurement is practical, feasible, and appropriate. Diversity practices are the efforts of contractors to include New York State-certified Minority and Women-owned Business Enterprises (“M/WBEs”) in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity-building collaborations with M/WBEs.

Accordingly, respondents to this procurement shall be required to include as part of the technical proposal response to this procurement, as described in this RFP herein, the Diversity Practices Questionnaire as provided by the Division of Minority and Women’s Business Development. Bidders must complete the questionnaire in Attachment B.

### **3.13 Indemnification**

Notwithstanding Correction Law Section 24-a, and to the extent permitted by law, the Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of the resulting Agreement and covenants and agrees to defend, indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

### **3.14 Contractor Insurance Requirements**

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The People of the State of New York, DOCCS, Certificates of Insurance (hereinafter referred to as “Certificates”), evidencing compliance with all requirements. Such Certificates shall be of a form and substance acceptable to DOCCS.

Certificate acceptance and/or approval by DOCCS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the resulting Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State and acceptable to DOCCS; shall be primary and noncontributing to any insurance or self-insurance maintained by DOCCS; shall be endorsed to provide written notice be given to DOCCS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice,

evidenced by return receipt of United States Certified Mail; shall be sent to NYS Department of Corrections and Community Supervision, Division of Support Operations – Contract Procurement Unit, 550 Broadway, Menands, NY 12204, and shall name The People of the State of New York, its officers, agents, and employees as additional insured's there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 10 11 85). The additional insured requirement does not apply to Workers' Compensation, Disability or Professional Liability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by DOCCS. Such approval shall not be unreasonably withheld.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to DOCCS and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverage's during the period of time such coverage's are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply to DOCCS updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of the resulting Contract, or as otherwise required by the Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- a) **Commercial General Liability Insurance** with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage's and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

1. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.

**b) Comprehensive Business Automobile Liability Insurance** with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

**c) Professional Liability Insurance** – The Contractor and any subcontractor retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of \$1,000,000 issued to and covering damage for liability imposed on the Contractor by this contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this contract. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase, at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

If applicable, the Contractor shall provide coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modifications, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants.

**d) Waiver of Subrogation.** Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against DOCCS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against DOCCS or (ii) any other form of permission for the release of DOCCS.

### **3.15 New York State Workers' Compensation & Disability Benefits Insurance Requirements**

#### **A. Workers' Compensation Requirement:**

Section 57 of the New York State Workers Compensation Law (WCL) requires that State and municipal entities prior to entering into a contract must ensure that the vendor applying for that contract has appropriate New York State Workers' Compensation Insurance coverage. **Therefore, a copy of the certificate must be submitted from the successful bidder upon notice of tentative award.**

1. CE-200 Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage Is Not Required: Form CE-200 can be filled out electronically on the

New York State Workers Compensation Board's website, <http://www.wcb.ny.gov/> , under the heading "Forms." Applicants filling electronically are able to print a finished Form CE-200 immediately upon, completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200.

**OR**

2. C-105.2 Certificate of Workers' Compensation Insurance (the contractors insurance carrier provides this form) **PLEASE NOTE:** The New York State Insurance Fund provides its own version of this form, the U-26.3;

**OR**

3. SI-12 Certificate of Workers' Compensation Self-Insurance (To obtain this form the contractor needs to call the New York State Workers' Compensation Board, Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance (The Contractors Group Self-Insurer will provide this form).

**B. Disability Benefit Insurance Requirement:**

Section 220(8) of the New York State Workers' Compensation Law (WCL) requires that State and municipal entities prior to entering into a contract must ensure that the contractor applying for that contract has appropriate New York State disability benefits insurance. **Therefore, a copy of the certificate must be submitted from the successful bidder upon notice of tentative award.**

1. CE-200 Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers Compensation And/Or Disability Benefits Insurance Coverage Is Not Required: Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, <http://www.wcb.ny.gov/>, under the heading "Forms." Applicants filling electronically are able to print a finished Form CE-200 immediately upon, completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200.

**OR**

2. DB-120.1 Certificate of Disability Benefits Insurance (the contractors insurance carrier provides this form);

**OR**

3. DB-155 Certificate of Disability Benefits Self-Insurance (To obtain this form the contractor needs to call the New York State Workers Compensation Board's Self-Insurance Office at 518-402-0247).

### **3.16 Freedom of Information Law/Trade Secrets**

During the evaluation process, the content of each bid will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's bid contains any such trade secrets or other confidential or proprietary information, **you must submit a request to except such information from disclosure.** Such request must be in writing, must state the reasons why the information should be accepted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

### **3.17 Executive Order Number 26**

Bidders should review this executive order prior to submitting proposals. You may access the executive order on the Governor's Web site: [Executive Order 26 for the Statewide Language Access Policy](http://www.governor.ny.gov/news/no-26-statewide-language-access-policy) <http://www.governor.ny.gov/news/no-26-statewide-language-access-policy>. 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.

### **3.18 Executive Order Number 38**

Effective July 1, 2013, limitations on administrative expenses and executive compensation contained within Governor Cuomo's Executive Order #38 and related regulations published by the Department (Part 513 of 7 NYCRR – Limits on Administrative Expenses and Executive Compensation) went into effect. Applicants agree that all state funds dispersed under this procurement will, if applicable to them, be bound by the terms, conditions, obligations and regulations promulgated by the Department. To provide assistance with compliance regarding Executive Order #38 and the related regulations, please refer to the Executive Order #38 website at: <http://executiveorder38.ny.gov>. This website may also be accessed from the DOCCS Web site at <http://www.doccs.ny.gov/>.

### **3.19 Breach of Services**

In the event of any material breach of service by the contractor, the Department 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 thirty (30) days after receipt of the written notice, DOCCS shall have the right to unilaterally and immediately terminate the contract and seek a replacement provider in order to maintain services without penalty to DOCCS.

### **3.20 Subcontractors**

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation. **Any known/planned use of subcontractors must be disclosed in detail with the bid submission.** If subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this RFP or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or subcontractor/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this RFP.

The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.

The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the contract documents. During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to the NYS Department of Corrections and Community Supervision, Division of Support Operations / Contract Procurement Unit, 550 Broadway, Menands, NY 12204, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as DOCCS may require concerning the proposed subcontractor's ability and qualifications.

All subcontractors must submit proof of insurance consistent with the insurance requirements set forth in Section 3.14 – Contractor Insurance Requirements.

### **3.21 Debriefing**

Bidders will be accorded fair and equal treatment with respect to the opportunity for debriefings. Prior to the final contract approval, DOCCS shall, upon request, provide a debriefing which would be limited to review of the requesting bidder's bid. Requests for a debriefing prior to final contract approval by an unsuccessful bidder(s) must be addressed to DOCCS in writing. The debriefing prior to final contract approval must be requested in writing within 15 calendar days of notification that the bidder's submission was unsuccessful.

After final contract approval, DOCCS shall, upon request, provide a debriefing to any bidder that responded to the RFP, regarding the reason that the bid submitted by the unsuccessful bidder was not selected for a contract award. Requests for debriefings by an unsuccessful bidder(s) must be addressed to DOCCS in writing. The post-award debriefing should be requested in writing by the bidder within 30 calendar days of contract approval by OSC.

## 3.22 Termination

### 1. Agency Termination

The Department reserves the right to cancel the complete contract or any part thereof, at any time, giving the Contractor thirty (30) days written notice for convenience or unavailability of funds. If in the judgment of the Department, the Contractor fails or refuses to perform the work in accordance with the contract, the Department may terminate the contract immediately by written notice for cause.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate DOCCS officials or staff, the contract may be terminated by the DOCCS Commissioner or his designee at the Contractor's expense where the Contractor is determined by the DOCCS Commissioner or his designee to be non-responsible. In such event, the DOCCS Commissioner or his designee may complete the contractual requirements in any manner he may deem advisable and pursue available legal or equitable remedies for breach.

The Contractor shall at all times during the contract remain responsible. Failure to remain responsible may result in termination of the contract.

The Department of Corrections and Community Supervision may, upon thirty (30) days notice, terminate the contract resulting from this RFP in the event of the awarded Bidder's failure to comply with any of the bid's requirements unless the awarded Bidder obtained a waiver of the requirement.

In addition, DOCCS may also terminate any contract resulting from this RFP upon ten (10) days written notice if the Contractor makes any arrangement or assignment for the benefit of creditors.

Furthermore, DOCCS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this RFP, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor.

Any termination by DOCCS under this Section shall in no event constitute or be deemed a breach of any contract resulting from this RFP and no liability shall be incurred by or arise against the Department of Corrections and Community Supervision, its agents and employees therefore for lost profits or any other damages.

## 2. Procurement Lobbying Termination

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

### **3.23 Consultant Disclosure Legislation Requirement**

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 tentative award for this RFP, the selected Contractor must complete Form A, *State Consultant Services Contractor's Planned Employment* (see Attachment F). 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* (see 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.

### **3.24 Non-Disclosure Agreement**

A Non-Disclosure Agreement will be made part of the awarded contract (see Attachment F).

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.

### **3.25 DOCCS Departmental Directives, Policies and Procedures**

The Contractor shall agree to abide by all relevant departmental directives, policies and procedures. All of the Contractor’s employees and subcontractors that provide services are subject to background checks.

Upon award of the contract, the Contractor will be provided with appropriate instructions with respect to Department rules, regulations, and directives.

## 4. Administrative Information

### 4.1 Method of Award

This is a service contract solicitation. Proposals will be reviewed and evaluated by a selection panel using a predetermined scoring method. The resulting scores of the selection panel will be documented and filed in the Procurement Record. Awards will be approved by the offices of the Attorney General and the State Comptroller, as required by law. Because this is a service contract solicitation, awards will be made on the basis of “best value from a responsive and responsible offeror,” in accordance with the State Finance Law. “Best value” for the purpose of this solicitation shall mean “the bid obtaining the highest overall combined score based on the technical score plus the financial evaluation score.

### 4.2 Price

Bidders are required to submit pricing using **Attachment D - Cost Proposal Form**. Cost information must not appear in the technical proposal. All cost information must be completely independent as this is reviewed separately. The cost submittal must be enclosed in a **separate, sealed envelope labeled “RFP 2016-11 Cost Proposal.”**

Bidder’s bid price shall be inclusive of all costs including travel, licenses, insurance, administrative, profit, all labor and equipment costs, reporting or other requirements, all overhead costs, and other ancillary costs. Details of service not explicitly stated in these specifications, but necessarily attendant thereto are deemed to be understood by the Bidder and included herein.

### 4.3 Term of Contract

Once approved by OSC, the contract resulting from this RFP will commence on April 1, 2017, or upon approval by OSC (whichever date is later) and will continue for a term of five (5) years.

### 4.4 Method of Payment

Any payment made by DOCCS to the contract 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 Contractor will need to submit billing invoices on a monthly basis. Specific invoicing schedules will be determined mutually between DOCCS and the Contractor after notice of contract award.

Payment for invoices submitted by the Contractor 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 Contractor 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 at (518) 474-4032.

Contractor 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.

Please note that in conjunction with New York State's implementation of a new Statewide Financial System (SFS), the Office of the State Comptroller (OSC) requires all vendors doing business with New York State agencies to be a registered vendor within OSC's Vendor Management Unit. For contracts to be approved and executed by both DOCCS and OSC, a contractor must be enrolled in SFS. If the vendor does not already have a New York State Vendor ID, the vendor must submit a completed OSC Substitute W-9 form to DOCCS. This information will allow DOCCS to initiate the vendor registration process. Once a vendor has received a NYS Vendor ID, they will be able to enroll in SFS. If the contractor is already a registered vendor and enrolled within SFS, the contractor shall provide their assigned NYS Vendor ID upon request.

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

#### **4.5 Price Adjustment (Escalation/De-escalation)**

All rates shall be firm for the first year of the contract. Rates will be automatically adjusted up or down to be effective on each anniversary date of the contract.

Adjustments will be based on the Producer Price Index (PPI) Series ID:

PCU623110623110P, Industry: Nursing Care Facilities, Product: Primary Services, as published by the Bureau of Labor Statistics (BLS). The adjustment shall not exceed five percent in any one year. The adjustment will be calculated based on the finalized PPI increase for the most recent one year period. The increase shall not be based upon a preliminary PPI. The rate increase will be calculated and agreed to by both parties. In the event the specific index is discontinued, or is no longer published on the BLS website ([www.bls.gov](http://www.bls.gov)), Contractor and DOCCS will negotiate a mutually acceptable replacement index.

## **5. Procurement 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, 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 <http://www.doccs.ny.gov/DOCCSwebfoiform.aspx>. 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 April 1, 2017, or upon approval by OSC (whichever date is later), DOCCS has the right to withdraw its award. The proposal with the second highest point allocation will then be awarded a contract.
  - I. Upon notice of tentative contract award the bidder will be required to sign the Non-Disclosure Agreement (see Attachment F).

- J. 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.
- K. 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/BU/PC/SPC.asp> and Office of General Services Procurement Services webpage at: <http://ogs.ny.gov/BU/PC/>.
- L. 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.
- M. In the event that any one or more of the provisions of the forthcoming contract 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 said contract, which shall then be construed as if such unenforceable provision had never been written or was never contained in the contract.
- N. 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.
- O. 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.
- P. Procurement Lobbying Termination - DOCCS reserves the right to terminate this contract in the event it is found that the certification filed by the Bidder 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 Bidder in accordance with the written notification terms of this contract.

## 6. Proposal Submission

### 6.1 RFP Questions and Clarifications

Questions and clarifications regarding this RFP must be in writing referencing the RFP number, page number, and section/subsection and emailed to the Contract Procurement Unit at [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov). Enter “RFP 2016-11” in the subject line.

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 proposal. The deadline for questions and inquiries is by the date and time specified in Section 1.3 – Key Events/Dates. Answers to all questions of a substantive nature will be given to all prospective Bidders in the form of a formal addendum, which will be posted to the following websites: DOCCS (Community Supervision) <http://DOCCS.ny.gov/RFPs/rfps.html> and the NYS Contract Reporter <https://www.nyscr.ny.gov/> and annexed to and become part of the resultant Contract. DOCCS will issue responses on or about the date listed in Section 1.3 – Key Events/Dates. The addendum will be included in the final Contract documentation.

**Note:** All contacts are subject to certain restrictions defined in State Finance Law §139-j and k (see Section 3.2 - Procurement Lobbying Act).

### 6.2 Proposal Format and Content

This section of the RFP sets forth the criteria to be used by DOCCS for the evaluation of proposals submitted. Each proposal that meets the submission and mandatory requirements stated in the RFP will receive a numerical score based on the following assigned weight value for the Technical and Cost Proposal submitted:

73% - Technical Proposal  
27% - Cost Proposal

All proposals will be evaluated based on thoroughness in responding to all mandatory, technical, and cost requirements. Bidders are encouraged to include all information that may be deemed pertinent to their proposal. Bidders may be requested to provide clarification based on the State’s evaluation procedure. Any clarification will be considered a formal part of the Bidder’s original proposal. If further clarification is needed during the evaluation period, DOCCS will contact the Bidder.

In order for the State to evaluate bids fairly and completely, the rules established for proposal content and format will be rigidly enforced. Variations from the rules prescribed herein will subject the bidder to disqualification.

Note: DOCCS reserves the right to request any additional information deemed necessary to ensure that the Bidder is able to fulfill the requirements of the contract.

## 6.2.1 Technical Proposal

### A. Cover Letter

The cover letter must confirm that the Bidder understands all of the terms and conditions contained in this RFP and will comply with all the provisions of this RFP. Further, should the contract be awarded to your company, you would be prepared to begin services on April 1, 2017, or upon approval by OSC (whichever date is later), as indicated in Section 1.3 - Key Events/Dates. The cover letter must include the full contact information of the person(s) DOCCS shall contact regarding the bid and must also include the name(s) of principal(s) of the company responsible for this contract, their function, title, and number of years of service with company. A Bidder Representative authorized to make contractual obligations must sign the cover letter. The letter must also state whether or not subcontractors will be used, and the name, address, and intended role of each proposed subcontractor (see Section 3.20 - Subcontractors).

### B. Minimum Qualifications

Bidders must submit information as evidence of their ability to meet the minimum qualifications, experience, and capabilities to provide services requested in this RFP including the minimum bidder requirements set forth in Section 1.5 – Minimum Bidder Qualifications. Information shall include:

- An overview of company's experience in providing services of similar scope and size for local, state, or federal governmental entities, specific to a correctional setting.
- A list of contracts for which the bidder has provided similar services within the past five (5) years.

### C. Mandatory Requirements

Bidders must submit information as evidence of meeting the mandatory requirements as set forth in Section 2.1 – Mandatory Requirements by addressing each requirement.

### D. Technical Requirements

Bidders must provide descriptions of the proposed plan to address each technical requirement included in Section 2.2 – Technical Requirements. The descriptions should be detailed and include additional documentation/examples, when applicable, to illustrate any responses. The technical proposal shall reference each lettered item in Section 2.2.

### E. Diversity Practices Questionnaire

Bidders must complete, sign and submit the *Diversity Practices Questionnaire* in Attachment B.

## 6.2.2 Cost Proposal

The Bidder is required to propose an hourly rate for each title listed on Attachment D – Cost Proposal Form. The Bidder is also required to provide annual pricing for the Hospice Care Program and All Other Costs.

Bidder shall submit a completed Cost Proposal Form. The Cost Proposal Form must be complete with no lines omitted. Bidder shall not deviate from the Cost Proposal Form.

## 6.2.3 Administrative Proposal

Bidders must complete and submit all mandatory forms noted below and as described in Section 3 – Contract Clauses and Requirements and in other sections of the RFP:

- All required completed forms from Attachment F – Legal and Required Forms.
- All required completed forms from Attachment G – M/WBE Requirements and Forms.
- Attachment H – Bid Submission Checklist
- Signed addenda (if applicable)

## 6.3 Proposal Packaging

For the purpose of evaluation, each proposal must be submitted in three (3) parts, but mailed together.

- Part I – Technical Proposal** – Must consist of the technical proposal submittal **ONLY** and must include a minimum of three (3) originals and six (6) exact copies.
- Part II - Cost Proposal** - Must consist of the cost proposal submittal **ONLY**. The cost proposal submittal must include three (3) originals and two (2) exact copies and be clearly marked “**RFP 2016-11 Cost Proposal**” in a **separate sealed envelope**.
- Part III – Administrative Proposal**  
Must consist of the submission of all mandatory forms and documents. Please refer to the Bid Submission Checklist (see Attachment H) for the number of original and exact copies required for each mandatory form and document

**Notarized signatures are required on some forms.** The **Bid Submission Checklist** (see Attachment H) must be completed and included.

Each part must be complete in itself in order that the evaluation of each part can be accomplished independently and concurrently, and that the technical submittal can be evaluated strictly on the basis of its merits. **Cost information is not to be included in Parts I or III** and must be sealed separately.

The rules established for proposal content and format will be enforced. Variations from the rules prescribed herein will result in disqualification of the proposal. It is in the best interest of the bidder to become familiar with the constraints imposed on its proposal, so that the evaluation process can proceed in a timely manner.

All proposals and accompanying documentation will become the property of the State of New York and will not be returned. The content of each bidder's proposal will be held in strict confidence during the evaluation process. The successful bidder's proposal, including all subsequent correspondence and a copy of the RFP, will be made a part of the contract. Therefore, an authorized representative must sign each original proposal submitted.

**PROPOSALS WILL NOT BE ACCEPTED VIA FAX OR EMAIL.**

Should a Bidder decide not to submit a bid, a completed Bid Declination Form should be submitted (see Attachment E).

**6.4 Proposal Due Date**

The completed proposal, with all required attachments and documentation, must be received no later than **3:00 P.M. (EST) on January , 2017**. Any proposal received after this date and time will not 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 RFP 2016-11**" and forwarded to:

**Attn: Kathleen Gallagher  
NYS Department of Corrections and Community Supervision  
Contract Procurement Unit – Support Operations  
Proposal for RFP 2016-11  
550 Broadway  
Menands, NY 12204**

## 7. Proposal Evaluation Criteria and Selection Process

### 7.1 Proposal Evaluation and Scoring

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 will evaluate proposals independently to determine which proposals are most capable of implementing DOCCS requirements based on the following criteria:

#### **Phase 1 - Preliminary Review (Pass/Fail Criteria)**

Phase 1 will consist of a review of each original proposal to ensure that all submission requirements and mandatory requirements (see Section 6) are met. Failure to meet any of the submission and 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 submission and mandatory requirements will move to Phase 2. Phase 1 is not scored; it is reviewed for compliance as noted below in the pass/fail checklist:

#### **Pass/Fail Checklist**

Only those Bidders who furnish all required information and meet the submission and mandatory requirements will be considered.

- Technical Proposal: submit three (3) originals and six (6) exact copies.
- Cost Proposal Form (see Attachment D) submitted in a separate, sealed envelope clearly labeled "RFP 2016-11 Cost Proposal": submit three (3) originals and two (2) exact copies.
- Bidder meets the minimum bidder qualifications and mandatory requirements.
- Mandatory forms and document requirements:
  - Completed Application Cover Sheet and Individual, Corporation, Partnership, or LLC Acknowledgement (see Attachment F): submit three (3) originals and two (2) exact copies.
  - Submit one (1) original and one (1) exact copy of the following:
    - Completed Procurement Lobbying Certification (see Attachment F).
    - Completed and Certified Vendor Responsibility Questionnaire (completed online or paper questionnaire)

- submitted).
- Completed Encouraging Use of NYS Businesses in Contract Performance (see Attachment F).
  - Completed Use of SDVOB Enterprises in Contract Performance (see Attachment F).
  - Completed DOCCS M/WBE – EEO Policy Statement (see Attachment G).
  - Completed EEO Staffing Plan (see Attachment G).
  - Completed Bid Submission Checklist (see Attachment H).
  - Signed copies of all addenda released for this solicitation.

\* 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 will subject the proposal to outright disqualification.**

### **Phase 2 - Technical Proposal Evaluation (73%)**

Phase 2 will consist of evaluation of your detailed technical proposal response (Part I). Proposals will be evaluated and scored based on thoroughness in responding to each lettered item listed in Section 2.2 – Technical Requirements. All proposed services should be adequately and completely described. A paragraph-by-paragraph response in chronological order is advised to provide the evaluators with the best method to review your proposal.

The evaluators will evaluate and grade the Bidder's responses to the lettered items in Section 2.2 using a predetermined rating tool. That rating will be applied to the lettered item's weight to determine the item's points. Phase 2 scores are calculated by adding the total points of each evaluator and dividing that number by the total number of evaluators. This will create an average score of all evaluators.

Bidders are required to complete and sign the *Diversity Practices Questionnaire* in Attachment B as part of the Technical Proposal submission. DOCCS will award points based on the bidder's responses to the eight (8) individual questions based on a predetermined methodology.

The average score of all evaluators will be combined with the total score for the Diversity Practices Questionnaire to determine a bidder's overall total technical score.

### **Phase 3 - Cost Proposal Evaluation (27%)**

Phase 3 will consist of an evaluation of the overall cost (Part II) of each proposal. The Bidder is required to submit an hourly rate for each title listed on Attachment D – Cost Proposal Form. In addition, the Bidder must submit annual pricing for the Hospice Care Program and All Other Costs.

The Cost Proposal Form must be complete with no lines omitted. The Bidder shall not deviate from the Cost Proposal Form.

Bid prices shall be inclusive of all costs including travel, licenses, insurance, administrative, profit, all labor and equipment costs, reporting or other requirements, all overhead costs, and other ancillary costs. The estimated annual quantities for each title used on Attachment D - Cost Proposal Form are for evaluation purposes only.

Each cost proposal will be scored as follows:

The cost proposal with the lowest Grand Total will be awarded the maximum possible points.

All other bidders will receive a proportionate number of points using the following formula:  $\text{low bid} / \text{bid being evaluated} \times \text{category weight}$ .

## **7.2 Final Composite Score (100%)**

The scores for the Technical submittal and Cost submittal will comprise the final composite score. The bid having the highest final composite score will be ranked number one; the bid with the second highest score will be ranked number two and so on. 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.

## **7.3 Notification of Award**

After the evaluation, the successful Bidder will be notified in writing of a tentative award and that a contract will be forthcoming for execution. The original proposal, and any additions or deletions to the proposal become part of the contract. Contract awards are not final until approved by the Offices of the Attorney General and the State Comptroller.

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# **ATTACHMENT A**

## **Appendix A - Standard Clauses for New York State 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/Offerors 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.

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# **ATTACHMENT B**

## **Diversity Practices Questionnaire**

## Diversity Practices Questionnaire

I, \_\_\_\_\_, as \_\_\_\_\_ (title) of \_\_\_\_\_ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

If **yes**, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals. \_\_\_\_\_

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2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company's clients or customers? \_\_\_\_\_

3. What percentage of your company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?<sup>1</sup> \_\_\_\_\_

4. Does your company provide technical training<sup>2</sup> to minority- and women-owned business enterprises? Yes or No

If **yes**, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs. \_\_\_\_\_

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5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program? Yes or No

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<sup>1</sup> Do not include onsite project overhead.

<sup>2</sup> Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

If **yes**, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program. \_\_\_\_\_

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6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes or No

If **yes**, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

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7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Yes or No

If **yes**, provide documentation of program activities and a copy of policy or program materials.

8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent? Yes or No

If **yes**, complete the attached Utilization Plan

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of Owner/Official: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

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

Name of Business: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

\_\_\_\_\_  
Notary Public

# **ATTACHMENT C**

## **Historical Data: Hours Worked By Title**

**New York State Department of Corrections and Community Supervision**

**Historical Data: Hours Worked By Title**

<b>TITLE</b>	<b>4/1/13 – 3/31/14</b>	<b>4/1/14 – 3/31/15</b>	<b>4/1/15 – 3/31/16</b>
<b>Accounting Clerk</b>	<b>1,589.25</b>	<b>1,640.75</b>	<b>1,862.00</b>
<b>Administrator</b>	<b>1,821.75</b>	<b>1,770.50</b>	<b>1,771.75</b>
<b>Assistant Director of Nursing</b>	<b>1,919.25</b>	<b>1,796.25</b>	<b>1,797.00</b>
<b>Clerk</b>	<b>3,676.00</b>	<b>3,602.50</b>	<b>4,435.00</b>
<b>Dietician</b>	<b>1,065.25</b>	<b>1,051.75</b>	<b>1,052.50</b>
<b>Director of Nursing</b>	<b>1,829.50</b>	<b>1,780.50</b>	<b>1,910.00</b>
<b>Education Coordinator</b>	<b>2,917.50</b>	<b>2,710.00</b>	<b>3,098.25</b>
<b>LPN</b>	<b>21,111.75</b>	<b>21,712.25</b>	<b>20,869.25</b>
<b>Social Worker</b>	<b>1,874.50</b>	<b>1,905.00</b>	<b>1,861.50</b>
<b>Nurse Practitioner</b>	<b>4,980.25</b>	<b>4,517.25</b>	<b>4,468.25</b>
<b>Nursing Assistant</b>	<b>36,629.50</b>	<b>37,832.25</b>	<b>34,771.75</b>
<b>Physician</b>	<b>1,867.25</b>	<b>1,979.00</b>	<b>1,750.75</b>
<b>RN</b>	<b>20,291.25</b>	<b>20,216.75</b>	<b>20,511.65</b>
<b>RN Regional</b>	<b>1,769.75</b>	<b>1,565.50</b>	<b>863.00</b>
<b>RN Supervisor</b>	<b>3,508.50</b>	<b>3,344.50</b>	<b>3,167.60</b>
<b>Secretary/Administrative Assistant</b>	<b>3,762.50</b>	<b>3,607.75</b>	<b>3,169.75</b>

The data above reflects the total number of hours worked for each title during the years specified. This is historical data provided to assist in calculating your bid, and is not a guarantee of hours to be worked.

The hours reflect both full and part-time employees.

\*Please note: Coxsackie RMU is staffed 24 hours per day, by some titles.

# **ATTACHMENT D**

## **Cost Proposal Form**

**New York State Department of Corrections and Community Supervision**

**Instructions for Completion of the Cost Proposal Form**

- Column A:** Lists all titles which are part of this RFP.  
**Note: The titles do not have to be exact, if duties/certifications/qualifications are equivalent.**
- Column B:** Lists annual hours for each title, based upon the historical data provided (see Attachment C).
- Column C:** Please insert your proposed hourly rate for each title.

**\*\*Please insert a flat annual fee for Hospice Care Program and All Other Costs.**

**Column D:** Complete this column by multiplying Estimated Annual Hours (Column B) X Proposed Hourly Rate (Column C).

**Grand Total Bid:** Insert the total of Column D.

The bid should be signed by an authorized official from your organization.

The Cost Proposal Form must be complete with no lines omitted. The Bidder shall not deviate from the Cost Proposal Form.

Bid prices shall be inclusive of all costs including travel, licenses, insurance, administrative, profit, all labor and equipment costs, reporting or other requirements, all overhead costs, and other ancillary costs.

The estimated annual quantities for each title are for evaluation purposes only. Contractor will be paid for actual hours worked.

The cost proposal with the lowest total fee will be awarded the maximum possible points (27%).

All other bidders will receive a proportionate number of points using the following formula:  $\text{low bid} / \text{bid being evaluated} \times \text{category weight}$ .

Contract award will be based on the bid obtaining the highest overall combined score based on the technical score plus the cost score, after a determination of responsiveness and responsibility to this RFP.



# **ATTACHMENT E**

**Bid Declination Form**

**New York State Department of Corrections and Community Supervision**

**Request for Proposals #2016-11  
Bid Declination Form**

**Please complete the information below and return this form by fax or email to the office listed at the bottom of the form.**

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

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

---

This company will not submit a proposal in response to the above-referenced 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 with your Agency.
- \_\_\_\_\_ Other reason(s) – please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please remove our company 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.

NYS Department of Corrections & Community Supervision  
Division of Support Operations / Contract Procurement Unit  
The Harriman State Campus  
1220 Washington Avenue  
Albany, NY 12226-2050  
Fax: (518) 436-1519  
Email: [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov)

# ATTACHMENT F

## Legal Required Forms

All bidders must submit the following required forms with proposal. Forms are provided in this attachment unless otherwise noted:

- Application Cover Sheet and Individual, Corporation, Partnership, or LLC acknowledgement
- Procurement Lobbying / Prior Non-Responsibility / Offeror Certification / Procurement Lobbying Termination
- Vendor Responsibility Questionnaire (if not completed online) (see Section 3.5 for information and web links to complete)
- Encouraging Use of New York State Businesses in Contract Performance
- Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

The following documentation will be required after notice of tentative award:

- Contractor Insurance Requirements (see Section 3.14):
  - Commercial General Liability
  - Comprehensive Business Automobile Liability
  - Professional Liability
- Compliance with Workers' Compensation and NYS Disability Benefits Insurance Requirements (see Section 3.15):
  - Proof of Compliance with Workers' Compensation Coverage
  - Proof of Compliance with Disability Benefits Coverage
- Tax and Finance Form ST-220-CA (Form ST-220-TD is filed directly with NYS Department of Tax & Finance) – To access and complete these forms, use the following links:  
[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)  
[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)
- Consultant Disclosure Form A
- Non-Disclosure Agreement

New York State Department of Corrections and Community Supervision

**Application Cover Sheet**

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

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

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

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Fax: \_\_\_\_\_ Website Address: \_\_\_\_\_

Federal ID #: \_\_\_\_\_ NYS Vendor ID #: \_\_\_\_\_

---

**Submitted By:**

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

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

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

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

NOTE: Signature binds applicant to a firm offer for a 180-day period from the date of the submission.

---



## PROCUREMENT LOBBYING CERTIFICATION

By signing, the offeror/bidder affirms that it understands and agrees to comply with the NYS Department of Corrections and Community Supervision (DOCCS) 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>

Offeror affirms that it understands and agrees to comply with the procedures of the DOCCS 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.***

### Offeror Certification:

I certify that all information provided to the DOCCS 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.

**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).**

**USE OF SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES  
IN CONTRACT PERFORMANCE**

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at [http://ogs.ny.gov/Core/docs/CertifiedNYS\\_SDVOB.pdf](http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf).

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 of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.

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

Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects bidders/proposers to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of SDVOBs by responding to the questions below and including the responses with their bid/proposal:

---

Bidder/Proposer Name \_\_\_\_\_

Solicitation #IFB 2016-11

Bidder/Proposer Address \_\_\_\_\_

Are you a bidder/proposer that is a NYS certified SDVOB? Yes \_\_\_ No \_\_\_

If yes, what is your DSDVBD Control #? \_\_\_\_\_

**USE OF SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES  
IN CONTRACT PERFORMANCE (continued)**

Will NYS certified SDVOBs be used in the performance of this contract? Yes \_\_\_ No \_\_\_

If yes, identify the NYS certified SDVOBs that will be used below. (If additional space is required, please add to the table below).

SDVOB Name	SDVOB Address	DSDVBD Control #	Contract #
Nature of Participation	% of Total Work Performed	\$ Amount	

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Contractor will report on **actual** participation by each SDVOB during the term of the contract to the contracting agency/authority on a quarterly basis according to policies and procedures set by the contracting agency/authority.

*NOTE: Information about set asides for SDVOB participation in public procurement can be found <http://www.ogs.ny.gov/Core/SDVOBA.asp> which provides guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.*

**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.

**FORM A**

**New York State Consultant Services  
Contractor's Planned Employment**  
From Contract Start Date Through the End of the Contract Term

State Agency Name: NYS Department of Corrections and Community Supervision  
 State Agency Department ID: 3250229 Agency Business Unit: DOC01  
 Contractor Name: Contract Number:  
 Contract Start Date: / / Contract End Date: / /

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
<b>Total this Page</b>	0.00	0.00	\$ 0.00
<b>Grand Total</b>			

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature: \_\_\_\_\_

Date Prepared: / /

(Use additional pages, if necessary)

Page of



**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.

9.1 Confidential information must be encrypted in transit or at rest. Encryption methods must comply with New York State Office of Information Technology Services policy. See link: <http://www.its.ny.gov/>.

9.2 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

SANDRA L. DOWNEY

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

Signature \_\_\_\_\_

Title

DIRECTOR OF BUDGET AND FINANCE

Date \_\_\_\_\_

# ATTACHMENT G

## M/WBE Requirements and Forms

All bidders must submit the following required forms with proposal. Forms are provided in this attachment unless otherwise noted:

- M/WBE and EEO Policy Statement
- EEO 100 – Staffing Plan

The following form will be required after notice of tentative award:

- M/WBE 100 Utilization Plan

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

## I. General Provisions

- A. The Department of Corrections and Community Supervision (hereinafter referred to as “DOCCS”) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State DOCCS (the “DOCCS”), to fully comply and cooperate with the DOCCS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

## II. Contract Goals

- A. For purposes of this procurement, the DOCCS hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 15% for New York State certified minority-owned business enterprises (“MBE”) participation and 15% for New York State certified women-owned business enterprises (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of qualified MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR §142.8, the Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the

Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DOCCS for liquidated or other appropriate damages, as set forth herein.

### **III. Equal Employment Opportunity (EEO)**

- A. The Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. The Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and subcontractor performing work on the Contract ("Subcontractor") shall undertake or continue existing EEO 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, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  2. The Contractor shall submit an EEO policy statement to the DOCCS within seventy two (72) hours after the date of the notice by DOCCS to award the Contract to the Contractor.
  3. If the Contractor or Subcontractor does not have an existing EEO policy statement, the DOCCS may provide the Contractor or Subcontractor a model statement (see Form – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
  4. The Contractor's EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
    - c. 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.
    - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

### C. Form 101 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

### D. Form 103 - Workforce Employment Utilization Report (“Workforce Report”)

1. Once a contract has been awarded and during the term of Contract, the Contractor is responsible for updating and providing notice to the DOCCS of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
  2. Separate forms shall be completed by Contractor and any Subcontractor.
  3. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
- E. The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall 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.

## IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan, by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to DOCCS, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DOCCS shall be entitled to any remedy provided herein, including but not limited to, a finding of the Contractor non-responsiveness.

## **V. Waivers**

- A. For Waiver Requests, the Contractor should use the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to DOCCS.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the DOCCS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the DOCCS, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the DOCCS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

## **VI. Quarterly MWBE Contractor Compliance Report**

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to the DOCCS by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

## **VII. Liquidated Damages - MWBE Participation**

- A. Where DOCCS determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the DOCCS liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DOCCS, the Contractor shall pay such liquidated damages to the DOCCS within sixty (60) days after they are assessed by the DOCCS unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DOCCS.

## MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

### M/WBE AND EEO POLICY STATEMENT

I, \_\_\_\_\_ (the awardee/contractor) agree to adopt the following policies with respect to the project being developed or services rendered at \_\_\_\_\_

This organization will require its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals and provide Equal Employment Opportunities set by NYS DOCCS for the State-funded project by taking the following steps:

#### **M/WBE**

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Utilize ESD Directory of State certified M/WBEs and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to increase participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to encourage their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain, or, where appropriate, require its subcontractors to maintain and submit, as required by DOCCS, records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that project payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and/or other credit requirements may be waived and/or appropriate alternatives are developed to encourage M/WBE participation.

#### **EEO**

- (a) This organization will not discriminate against any employee or applicant for employment because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics, and will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and 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.
- (b) This organization shall state in all solicitation 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, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics.
- (c) At the request of the contracting agency, this organization shall request that each employment agency, labor union, or authorized representative will not discriminate on the basis of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics, and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

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

Sign: \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_

**Minority/ Women Business Enterprise Liaison**

\_\_\_\_\_ is designated as the Minority/Women Business Enterprise Liaison  
(Name of Designated Liaison)  
responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment  
Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

\_\_\_\_\_ % Minority and Women’s Business Enterprise Participation

\_\_\_\_\_ % Minority Business Enterprise Participation

\_\_\_\_\_ % Women’s Business Enterprise Participation

**EEO Contract Goals**

\_\_\_\_\_ % Minority Labor Force Participation

\_\_\_\_\_ % Female Labor Force Participation

\_\_\_\_\_  
(Authorized Representative)

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

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

Contact:

**Department of Corrections and Community Supervision  
Support Operations / Contract Procurement Unit  
The Harriman State Campus  
1220 Washington Ave  
Albany, NY 12226**

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

**EEO STAFFING PLAN  
(EQUAL EMPLOYMENT OPPORTUNITY)**

**SUBMIT WITH BID OR PROPOSAL**

<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 workforce to be utilized on this contract <input type="checkbox"/> Contractor's total workforce <input type="checkbox"/> Subcontractor's workforce to be utilized on this contract <input type="checkbox"/> Subcontractor's total workforce
<b>Contractor/Subcontractor's Name:</b>		<b>Submit completed form to:</b> <b>Department of Corrections and Community Supervision</b> <b>Support Operations / Contract Procurement Unit</b> <b>The Harriman State Campus</b> <b>1220 Washington Ave</b> <b>Albany, NY 12226</b>
<b>Contractor/Subcontractor's Address:</b>		
<b>FEIN:</b>	<b>Telephone NO.:</b>	

Enter the total number of employees for each classification.

EEO Job Category	Total Workforce	Workforce by Gender		Workforce by Race/Ethnic Identification										Disabled		Veteran		
		Total Male	Total Female	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)	
		(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(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>E-MAIL 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 to the address provided. Where the workforce to be utilized in the performance of the State contract can be separated out from the Contractor's total workforce, the Offeror shall complete this form only for the anticipated workforce to be utilized on the State contract. Where the workforce to be utilized in the performance of the State contract cannot be separated out from the Contractor's total workforce, the Offeror shall complete this form for the Contractor's current total workforce. 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 workforce being reported.
4. Enter the total workforce by EEO job category.
5. Break down the total workforce by gender and enter under the heading "Workforce by Gender."
6. Break down the total workforce by race/ethnic background and enter under the heading "Workforce by Race/Ethnic Identification."
7. Enter the name, title, phone number, and E-mail 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 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. 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, and 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. TO THE CONTRACTING UNIT.**

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.

**NAME AND TITLE OF PREPARER (Print or Type):**

**SUBMIT COMPLETED FORM TO:**  
 Department of Corrections and Community Supervision  
 Support Operations / Contract Procurement Unit  
 The Harriman State Campus  
 1220 Washington Ave  
 Albany, NY 12226

**SIGNATURE AND DATE:**

**FOR AGENCY 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: [www.esd.ny.gov/mwbe.html](http://www.esd.ny.gov/mwbe.html) that they are a NYS certified minority or women-owned 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: [www.esd.ny.gov/mwbe.html](http://www.esd.ny.gov/mwbe.html) showing the Contractor is a dual New York certified M/WBE. If the contractor is a NYS certified minority-owned 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, and date.

# **ATTACHMENT H**

## **Bid Submission Checklist**

## Bid Submission Checklist

All Bidders must complete and submit the Bid Submission Checklist to certify that all required information, including mandatory forms and document requirements for the RFP, have been completed and/or met and included in this bid submission.

Check Box	Checklist Item	Number of Originals	Number of Exact Copies
<b>Part I Technical Proposal Submittal</b>			
	Technical Proposal (see Section 6.2), including cover letter, responses to minimum qualifications, mandatory requirements, technical requirements, and completed and signed Diversity Practices Questionnaire	3	6
<b>Part II Cost Proposal Submittal</b>			
	Cost Proposal Form (see Attachment D)	3	2
<b>Note: Cost Submittal must be in a sealed envelope labeled "RFP 2016-11 Cost Proposal."</b>			
<b>Part III Administrative Proposal Submittal</b>			
	Application Cover Sheet and Individual, Corporation, Partnership, or LLC Acknowledgement (see Attachment F)	3	2
	Procurement Lobbying Certification/Prior Non-Responsibility/Offeror Certification/Procurement Lobbying Termination (see Attachment F)	1	1
	Vendor Responsibility Questionnaire (see Section 3.5): Online Questionnaire Certified Date: _____ OR Paper Questionnaire Submission	1	1
	Encouraging Use of NYS Businesses in Contract Performance (see Attachment F)	1	1
	Use of Service Disabled Veteran Owned Business Enterprises in Contract Performance (see Attachment F)	1	1
	M/WBE – EEO Policy Statement (see Attachment G)	1	1
	EEO Staffing Plan (see Attachment G)	1	1
	Bid Submission Checklist (this form)	1	1
	Signed copies of all addenda released for this solicitation	1	1

\_\_\_\_\_  
AUTHORIZED SIGNATURE

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

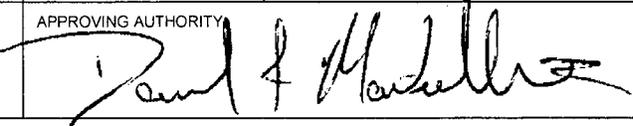
\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

# **ATTACHMENT J**

## **DOCCS Policies**

 <b>Corrections and Community Supervision</b>  <b>DIRECTIVE</b>	TITLE <b>Fingerprinting/Criminal History Inquiry - New Employees, and Contractors</b>		NO. 2216
			DATE 9/17/2015
SUPERSEDES DIR #2216 Dtd. 1/25/2012	DISTRIBUTION A	PAGES PAGE 1 OF 9	DATE LAST REVISED 10/6/2015
REFERENCES (Include but are not limited to) Directives #2112, #4750; OSC Bulletin #231; DCJS Use and Dissemination Agreement	APPROVING AUTHORITY 		

- I. **POLICY:** All employees and contractors of the Department of Corrections and Community Supervision (DOCCS) will be 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. Employees and contractors may also be fingerprinted in accordance with this directive. This policy applies to all titles as defined in Section II, Definitions.
- 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:** A State employee who renders a service to an agency, office, or correctional facility other than the one in which they are regularly employed on a full-time basis. Extra service employees are salaried by the agency, office, or facility the employee renders service to.
  - E. **Outside Agency Employee:** A State employee who is employed by an agency other than DOCCS, whose work assignment is within a DOCCS office or facility (e.g., Information Technology Services (ITS), Office of Mental Health (OMH), Department of Motor Vehicles (DMV) staff).
  - F. **Contract Service Provider/Consultant:** 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 (e.g., Registered Nurse, Optometrist, Computer Software Engineer, etc.).
  - G. **Contractor:** 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.
  - H. **Volunteer:** A volunteer is a person who is authorized to provide a service to DOCCS or its inmates without any compensation from any source. Refer to Directive #4750, "Volunteer Services Program," for processing direction.

### III. CRIMINAL HISTORY INQUIRIES

#### A. Employee

1. *Correction Officer and Peace Officers:* Criminal history inquiries shall be conducted on all Peace Officer applicants by the Department's Employee Investigation Unit (EIU) as part of the pre-employment investigation
2. *Non-Uniform (Civilian) Employees:* Criminal history inquiries shall be conducted on all non-uniform (civilian) staff. Superintendents, Regional Directors, Central Office Personnel, or their designees shall request a criminal history inquiry on individuals by transmitting Form EF CH FORMLIBRARY, "Criminal History Check," via the mainframe to 999EIU. The criminal history inquiry must be submitted to EIU and the EIU response must be received prior to the first day of employment. Derogatory criminal history information received in response to inquiries will be referred to the Director of Personnel for review.

NOTE: Summer School Teachers: Prior to the start of each summer session, facilities must request a criminal history inquiry be conducted.

NOTE: Paid interns will be processed as employees.

NOTE: Non-paid interns will be processed as volunteers.

3. *Per Diem Employees:* Criminal history inquiries shall be conducted in the same manner as non-uniform (civilian) staff. (See Section III-A-2 above)
4. *Extra Service Employee:* Criminal history inquiries shall not be conducted on extra service employees that are permanent DOCCS staff. Criminal history inquiries shall be conducted on all extra service employees that are not DOCCS Staff. Superintendents, Regional Directors, Central Office Personnel, or their designee shall request a criminal history inquiry on individuals by transmitting Form EF CH FORMLIBRARY, "Criminal History Check," via the mainframe to 999EIU. The criminal history inquiry must be submitted to EIU and the EIU response must be received prior to the first day of employment. Derogatory criminal history information received in response to inquiries will be referred to the Director of Personnel for review.

#### B. Outside Agency Employees

1. *ITS:* Screening will be performed initially by New York State Police (NYSP). DOCCS will not receive notifications on clean hires. DOCCS will not receive notifications on automatic disqualifications. DOCCS ([EIU@doccs.ny.gov](mailto:EIU@doccs.ny.gov)) will receive notifications of "hits" on prospective ITS hires that do not automatically disqualify under Criminal Justice Information Services (CJIS), but who ITS wants to place here, so that DOCCS can review to determine suitability. EIU will refer "hits" to Office of Special Investigations (OSI); OSI will confer with the Chief Information Officer to determine suitability.

2. *DMV*: Criminal history inquiries shall be conducted on all DMV employees whose work assignment is within a DOCCS office or facility. Superintendents, Regional Directors, Central Office Personnel, or their designee shall request a criminal history inquiry on individuals by transmitting Form EF CH FORMLIBRARY, "Criminal History Check," via the mainframe to 999EIU. The criminal history inquiry must be submitted to EIU and the EIU response must be received prior to the first day of employment. Derogatory Criminal history information received in response to inquiries will be referred to the Director of Personnel for review.
  3. *OMH*: Criminal history inquiries shall be conducted on all OMH employees whose work assignment is within a DOCCS office or facility. Superintendents, Regional Directors, Central Office Personnel, or their designee shall request a criminal history inquiry on individuals by transmitting Form EF CH FORMLIBRARY, "Criminal History Check," via the mainframe to 999EIU. The criminal history inquiry must be submitted to EIU and the EIU response must be received prior to the first day of employment. Derogatory Criminal history information received in response to inquiries will be referred to the Director of Personnel for review.
- C. Contract Service Providers: Criminal history inquiries shall be conducted on all contract service providers. Superintendents, Regional Directors, Central Office Personnel, or their designee shall request a criminal history inquiry on individuals by transmitting Form EF CH FORMLIBRARY, "Criminal History Check," via the mainframe to 999EIU. The criminal history inquiry must be submitted to EIU and the EIU response must be received prior to the first day of employment. Derogatory Criminal history information received in response to inquiries will be referred to the Director of Personnel for review.
- D. Contractors: Criminal history inquiries shall be conducted on all contractors. Superintendents, Regional Directors, Central Office Personnel, or their designee shall request a criminal history inquiry on individuals by transmitting Form EF CH FORMLIBRARY, "Criminal History Check," via the mainframe to 999EIU. The criminal history inquiry must be submitted to EIU and the EIU response must be received prior to contractor entry into any DOCCS facility/office. Derogatory Criminal history information received in response to inquiries will be referred to the Director of Personnel, Superintendent, Regional Director, OSI, or designees as appropriate for review.
- E. Volunteers: See directive #4750, "Volunteer Services Program," Section V-C-3

**\*\*UNDER NO CIRCUMSTANCE WILL YOUTHFUL OFFENDER (YO), JUVENILE DELINQUENT (JD), OR JUVENILE OFFENDER (JO) INFORMATION BE RELEASED FROM THE EMPLOYEE INVESTIGATIONS UNIT (EIU).\*\***

#### IV. FINGERPRINTING

##### A. Responsibility

1. *Correction Officer and Peace Officer applicants* requiring pre-employment screening shall be fingerprinted by EIU at the time of the initial background interview. Fingerprint responses (RAP Sheets) 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. Community Supervision employees shall be fingerprinted by trained staff on the FBI FD-258 APPLICANT card (blue). The fingerprints will be forwarded to EIU for processing immediately. Fingerprint responses (RAP Sheets) will be forwarded to the originating facility/office by the EIU. Responses that contain derogatory information that was not revealed when the criminal history inquiry was processed for employees and per diem employees will be reviewed by the Bureau of Personnel in Central Office (see also Directive #2112, "Report of Criminal Charges").

\*NOTE: 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.

NOTE: Paid interns are processed as civilian employees.

NOTE: Non-paid Interns are processed and fingerprinted as volunteers.

3. *Per Diem employees* shall be processed in the same manner as non-uniform (civilian) staff (see Section III-2 above).
4. *Extra service employees* who are permanent DOCCS employees will not be fingerprinted. Extra service employees who are not DOCCS employees but are assigned to the Department's facilities, Community Supervision offices, or to Central Office will be fingerprinted on the initial date of assignment. Fingerprints will be taken on the FBI FD-258 Applicant card (blue). 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 response (RAP sheets) will be retained by EIU. Responses that contain derogatory information that was not revealed when the criminal history inquiry was processed for extra service employees will be reviewed by the Bureau of Personnel in Central Office. Upon notification from personnel to proceed, EIU will notify the sender/submitter of the prints via e-mail and confirm the transaction was successful and there is now a RAP sheet on file at EIU. Where it has been determined that the extra service employee shall no longer enter DOCCS facilities/offices EIU will notify the Superintendent, Regional Director, Division Head, or their designee.
5. *Outside Agency Employees*
  - a. *ITS* employees screening will be performed initially by New York State Police (NYSP). DOCCS will not receive notifications on clean hires. DOCCS will not receive notifications on automatic disqualifications. DOCCS ([EIU@doccs.ny.gov](mailto:EIU@doccs.ny.gov)) will receive notifications of "hits" on prospective ITS hires that do not automatically disqualify under CJIS, but who ITS wants to place here, so that DOCCS can review to determine suitability. EIU will refer "hits" to OSI; OSI will confer with the Chief Information Officer to determine suitability.

- b. *DMV* staff assigned to the Department's Facilities, Community Supervision Offices, or to Central Office will be fingerprinted on the initial date of assignment. Fingerprints will be taken on the FBI FD-258 APPLICANT card (Blue) and submitted to EIU. A 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 retained by EIU. Responses that contain derogatory information that was not revealed when the criminal history inquiry was processed for *DMV* employees will be reviewed by the Director of Personnel. Upon notification from Personnel to proceed, EIU will notify the sender/submitter of the prints via e-mail and confirm the transaction was successful and that there is now a RAP sheet on file at EIU. Where it has been determined that the *DMV* employee shall no longer enter *DOCCS* facilities/offices EIU will notify the Superintendent, Regional Director, Division Head, or their designee.
- c. *OMH* staff assigned to the Department's facilities will be fingerprinted on the initial date of assignment. Fingerprints will be taken on the FBI FD-258 APPLICANT card (Blue) and submitted to EIU. A 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 retained by EIU. Responses that contain derogatory information that was not revealed when the criminal history inquiry was processed for *OMH* employees will be reviewed by the Director of Personnel. Upon notification from the Bureau of Personnel to proceed, EIU will notify the sender/submitter of the prints via e-mail and confirm the transaction was successful, and that there is now a RAP sheet on file at EIU. Where it has been determined that the *OMH* employee shall no longer enter *DOCCS* facilities/offices, EIU will notify the Superintendent, Regional Director, Division Head, or their designee.

Note: *OMH* staff are exempt from providing their Social Security Number to *DOCCS* for the purposes of criminal history inquiry and fingerprinting as outlined in this directive.

6. *Contract Service Providers and Consultants* will be fingerprinted on the initial date of assignment. Central Office assignments shall be fingerprinted by the Bureau of Personnel at EIU, facility assignments shall be fingerprinted by the facility ID Officer, and Community Supervision assignments shall be fingerprinted by trained staff on the FBI FD-258 APPLICANT card (blue) and submitted to EIU. A 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 response (RAP sheet) will be retained by EIU. Responses that contain derogatory information that was not revealed when the criminal history inquiry was processed for *Contract Service Providers* will be reviewed by the Director of Personnel. Upon notification from the Bureau of Personnel to proceed, EIU will notify the sender/submitter of the prints via e-mail and confirm the transaction was successful, and that there is now a RAP sheet on file at EIU. Where it has been determined that the *Contract Service Provider* shall no longer enter *DOCCS* facilities/offices, EIU will notify the Superintendent, Regional Director, Division Head, or their designee.

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.

7. Contractors who work within any DOCCS facility or office will be fingerprinted where the Superintendent, Regional Director, Division Head, or their designee has determined that based on the nature of the anticipated work a contractor will have direct contact with inmates, or the contract provides for six months or more of services. Direct contact with inmates means contact beyond incidental contact; such as direct contact with inmates while providing the contracted service, or contact with inmates while the contractor is performing work in an operational program or housing area. Correctional facility contractor fingerprints will be taken by the facility ID Officer. Community Supervision contractors shall be fingerprinted by trained staff within in the Community Supervision Offices. Central Office or Training Academy contractors shall be fingerprinted at EIU on the FBI FD-258 APPLICANT card (Blue) and submitted to EIU. A 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. EIU will notify the sender/submitter of the prints via e-mail and confirm the transaction was successful and there is now a RAP sheet on file at EIU. EIU will also include any discrepant information that may have been revealed on the RAP sheet that was not included with the initial criminal history inquiry.

NOTE: Contractors may be working at more than one facility/office; the facility/office 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.

8. Volunteers: See Directive #4750, Section V-C-3.

**\*\*UNDER NO CIRCUMSTANCE WILL YOUTHFUL OFFENDER (YO), JUVENILE DELINQUENT (JD), OR JUVENILE OFFENDER (JO) INFORMATION BE RELEASED FROM THE EMPLOYEE INVESTIGATIONS UNIT (EIU).\*\***

- B. Fingerprint Cards\*: The processing person shall verify the identity of the person being fingerprinted via a valid government issued picture ID, enter all pertinent data by following the 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. To avoid delay in processing of fingerprint cards be sure to complete cards clearly and legibly. To reorder fingerprint cards contact EIU at 518-485-9500.

FBI FD-258 APPLICANT card (blue) card shall be completed for all titles as defined in Section II of this directive and forwarded to:

NYS DOCCS

Attn: EIU

1220 Washington Avenue

Albany, NY 12226 – 2050.

\*See the summary Processing Chart, Attachment A.

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C. Fees\*

1. *Correction Officer and Peace Officer applicants* requiring pre-employment screening at EIU must pay the fingerprint processing fee. The \$75 fingerprint processing fee will be made via a U.S. Postal Money Order at the time the applicant is live scanned at EIU.
2. *New non-uniform (civilian) staff* will have the \$75 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. *Per Diem Employees and Physicians* must pay the fingerprint processing fee. The \$75 fingerprint processing fee will be made via a U.S. Postal Money Order which should accompany the fingerprints when they are forwarded to the EIU.
4. *Extra Service Employees* that are not permanent Department employees assigned to the Department's facilities, Community Supervision offices, or to Central Office will have the fingerprint processing fee paid via JV by the facility/office submitting the fingerprints.
5. *Outside Agency Employees* assigned to the Department's facilities, Community Supervision offices, or to Central Office will have the fingerprint processing fee paid via JV by the facility/office submitting the fingerprints.
6. *Contract Service Providers* assigned to the Department's facilities, Community Supervision offices, or to Central Office will have the fingerprint processing fee paid via JV by the facility/office submitting the fingerprints.
7. *Contractors* assigned to the Department's facilities, Community Supervision offices, or to Central Office will have the fingerprint processing fee paid via JV by the facility/office submitting the fingerprints.
8. *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. The Central Office Division of 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.

The following **Processing Chart** summarizes the fingerprint processes:

Staff	Criminal History Inquiry (prior to entry or employment in any DOCCS facility or office)	Who takes fingerprints	When to take fingerprints	What fingerprint card to use	Collect Fee?	Submit to
Correction Officer Parole Officer Parole Officer Trainee Warrant and Transfer Officer Institution Safety Officer	YES	EIU	Pre-employment Screening	Live Scan	YES (\$75 US Postal Money Order)	EIU
Non-uniform (civilian) staff Paid Interns	YES	C- Personnel F- ID Officer	Initial date of hire	FBI FD- 258	Payroll Deduct*	EIU
Per Diem Employees	YES	C- Personnel F- ID Officer	Initial date of hire	FBI FD- 258	YES (\$75 US Postal Money Order)	EIU
Outside Agency Staff OMH & DMV Staff	YES	C- Personnel F- ID Officer	First day in facility	FBI FD- 258	\$75 Journal Voucher	EIU
Extra Service Employees	*YES	C- Personnel F- ID Officer	*Initial date of hire	FBI FD- 258	\$75 Journal Voucher	EIU
Contract Service Provider Consultants	YES	C- Personnel F- ID Officer	First day in facility	FBI FD- 258	\$75 Journal Voucher	EIU

C = Central Office or Community Supervision Offices

F = Facility

\*Extra Service Employees that are currently permanent employees of DOCCS will not need a criminal history inquiry or fingerprints.

**This Processing chart continues on the next page.**

Contractor	YES	C- Personnel F- ID Officer	**As determined by Superintendent -or- Regional Director, Division Head, -or- Designee**	FBI FD- 258	\$75 Journal Voucher	EIU
Information Technology Services (ITS) Employee	NYSP	NYSP	Pre-employment	N/A	N/A	N/A

C = Central Office or Community Supervision Offices

F = Facility

**\*\* Mandatory where it has been determined that based on the nature of the anticipated work, a contractor will have other than incidental contact with inmates; such as contact with inmates while the contractor is not under direct supervision by security staff. (*Direct staff supervision* means that security staff is in the same room with, and within reasonable hearing distance of, the resident or inmate). Also, if the contract provides for six months or more of work, the prospective contractor will be fingerprinted.**

 <b>Corrections and Community Supervision</b>  <b>DIRECTIVE</b>	TITLE <b>Inmate Hunger Strike</b>		NO. 4309
			DATE 12/03/2015
SUPERSEDES DIR# 4309 Dtd. 10/06/2014	DISTRIBUTION A B	PAGES PAGE 1 OF 6	DATE LAST REVISED
REFERENCES (Include but are not limited to) Health Services Policy Manual Items 1.30 and 7.01; Directive #4004; CNYPC Manual	APPROVING AUTHORITY 		

I. **POLICY:** The State has a legitimate interest in preventing inmate self harm caused by a refusal to eat. Inmates have no constitutional right to starve themselves to death. Therefore, the State is authorized to force feed an inmate on a hunger strike in order to protect the health and welfare of the inmate and to maintain rational and orderly procedures in our facilities. These needs outweigh an inmate's right of privacy and free expression. The Department will seek a Court Order requesting the ability to force feed any inmate on a hunger strike by whatever means necessary, including tube feeding, for as long as necessary.

II. **DEFINITIONS**

- A. **Hunger Strike:** An inmate's voluntary failure to eat nine (9) consecutive meals, regardless of whether or not the inmate has declared that he or she is on a hunger strike. A hunger strike will be considered ended when the inmate eats at least two (2) meals per day for three (3) consecutive days and the provider has determined (by evaluation, vital signs, lab tests, etc.) that the inmate is stable OR when the Facility Health Services Director (FHSD) or designee, in consultation with the Regional Medical Director (RMD), determines that the inmate's current intake and nutritional status is adequate to maintain the inmate's health.
- B. **Base Weight:** The inmate's weight, either documented on the first day a hunger strike becomes known to Departmental staff or during any period of reasonable health within the past five (5) years, whichever is lower.

III. **PROCEDURE**

A. **Identification and Assessment**

- 1. Any inmate who is refusing to eat, or who has been identified by the Department of Corrections and Community Supervision (DOCCS) or the Office of Mental Health (OMH) staff as on a hunger strike, will be referred to Health Services and the OMH staff for counseling and an initial clinical assessment to determine the cause of the inmate's refusal to eat. At this time, baseline medical data (weight, blood pressure, etc.) will be obtained, with the inmate's cooperation.
- 2. If Health Services determines that the inmate's refusal to eat is a result of a medical condition, the inmate shall be referred for appropriate follow-up care with Health Services and the hunger strike procedure set forth below shall stop.

3. If OMH or Health Services determines that the inmate's refusal to eat is a result of a psychiatric condition, the inmate shall be referred for appropriate follow-up care with OMH staff, and the hunger strike procedure set forth below shall be continued, unless otherwise directed in writing by OMH.
- B. Reporting: Health Services staff shall promptly report to the FHSD who will, in turn, notify the facility Superintendent of the name and condition of any inmate in the facility who has been identified as being on a hunger strike. In addition, the Superintendent or designee will notify via Outlook e-mail, the RMD, Regional Health Services Administrator (RHSA), Supervisor of Utilization Management (SUM), and the Director of Mental Health. The e-mail shall at a minimum contain the following information: inmate's name and DIN, the hunger strike start date, the inmate's base weight, the inmate's purported rationale for the hunger strike, if the inmate is a chronic medical patient and/or mental health patient, the status of any current Court Orders, and any other pertinent comments.
- C. Phase I Response
1. To resolve a hunger strike, the Superintendent shall activate a Hunger Strike Team consisting of:
    - a. A Hunger Strike Team Leader designated by the Superintendent from one of the following titles:
      - Deputy Superintendent for Administration
      - First Deputy Superintendent
      - Deputy Superintendent for Health
      - Deputy Superintendent for Reception
    - b. The FHSD or designated Facility Physician; and
    - c. The OMH Unit Chief or designee.
  2. The Superintendent may also include, on a case by case basis, any staff person the Superintendent feels is appropriate (e.g., the inmate's Offender Rehabilitation Coordinator, the Chaplain, or a Crisis Intervention Unit (CIU) person).
  3. Facility health care staff will monitor the hunger striker per Health Services Policy Manual Item 1.30, "Inmate Hunger Strike Policy."
  4. The OMH staff will continue to evaluate the hunger striker per the Central New York Psychiatric Center (CNYPC) Outpatient Operations Policy and Procedure Manual, Services to DOCCS, Section 6, subsection E, "Inmate Hunger Strike." (If necessary, a hunger striker should be transferred to a facility with OMH staff.)

5. The Hunger Strike Team Leader will meet with the inmate and inform the inmate of Department policy on hunger strikes. The inmate will also be counseled by a Physician regarding the physical consequences of a continued fast. The Leader will attempt to verify the inmate's purported rationale for the hunger strike. A statement will be prepared for the inmate to sign which shall include the inmate's purported rationale for the hunger strike and the inmate's intentions. This will be placed in the hunger strike file, which will be maintained by the Hunger Strike Team Leader. If the inmate refuses to sign, it will be documented on the statement and placed in the hunger strike file.
  6. Admission to a DOCCS facility infirmary by the FHSD or designated Physician will be based on physical indications or a determination by the Superintendent that it is detrimental for the order of the facility for him or her to remain in general population.
- D. Phase II Response: In the event that the involved inmate does not begin to eat and his or her weight loss reaches 15 percent of his or her body weight from the base weight, or the physical stress of the lack of nutrition adversely impacts his or her medical condition as determined by the FHSD or designated Physician, the following measures will be instituted and the Superintendent or designee will notify via Outlook e-mail, the Deputy Commissioner/Chief Medical Officer, RMD, RHSA, SUM, Nurse Administrator for Utilization Review (SURN NA), the Director of Mental Health, the Office of Counsel, and the Deputy Commissioner for Correctional Facilities:
1. The Hunger Strike Team Leader will immediately notify the Watch Commander who in turn will notify the Communications Control Center (CCC) in accordance with Directive #4004, "Unusual Incident Report."
  2. Psychiatric evaluations will take place per CNYPC Outpatient Operations Policy and Procedure Section 6, subsection E, "Inmate Hunger Strike."
  3. The Hunger Strike Team Leader will meet with the inmate to discuss possible solutions to the problems which have contributed to the hunger strike. At this time, the Hunger Strike Team Leader will inform the inmate that court decisions, such as *Van Holden vs. Chapman*, 87 AD2d66 (4 Dept. 1982), have held that the State has an obligation to protect the health and welfare of the inmate.  
Further, in the case of *Martinez vs. Turner*, 977F2d421 (8th Cir 1998), force feeding is not a constitutional violation when necessary to maintain an inmate's health. The Hunger Strike Team Leader will inform the inmate that if he or she refuses to eat the Department will pursue appropriate legal action to institute force feeding. The script developed by the Office of Counsel, Attachment A, should be used for this purpose and its use in a hunger strike documented.

E. Phase III Response: In the event that a satisfactory resolution cannot be obtained as outlined in Phase II, the following steps will be instituted:

1. The FHSD or Physician designee will complete an "Evaluation for Treatment over Objection," (Health Services Policy (HSP) 7.01, Attachment A) for the inmate including current vital signs, weight loss, and other relevant medical data. Daily monitoring of the inmate's physical condition as required by HSP 1.30 will determine the medical need for force feeding. An updated mental health status evaluation will be provided by OMH.

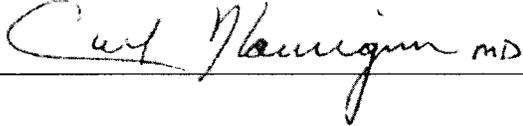
The "Evaluation for Treatment over Objection" and the current mental health evaluation will then be reviewed by the RMD and subsequent to that review will be forwarded by the Superintendent or designee to the Central Office Office of Counsel. The Office of Counsel will contact the Attorney General's Office serving the county in which the facility is located for assistance with the required Court Order. The Superintendent or designee will stay in regular contact with the Office of Counsel and the Attorney General's Office until the required Court Order is obtained. Any Court Order authorizing force feeding must be placed in the medical record of the inmate. A copy of the Court Order must also be sent to the Office of Counsel for placement of the Order in the office's hunger strike folder.

2. The Superintendent or designee will submit a weekly report of the inmate's status to the Deputy Commissioner/Chief Medical Officer using the auto-routed "Weekly Hunger Strike Report," (WKLYHNGRRPT) SYSM E-Form.
3. Subsequent to any decision to force feed, the FHSD or Physician designee will advise the inmate of the process required and the potential consequences of the continued hunger strike. An attempt will be made to secure the inmate's consent to the process of force feeding. The inmate may accept to drink the designated nutritional supplement voluntarily. This does not constitute an end to the hunger strike.
4. Refusal of such consent will be documented in the inmate's medical record and the hunger strike file. The inmate will be informed that force feeding will be initiated regardless of the lack of his or her consent if, in the opinion of the responsible Physician, it is deemed medically necessary to sustain life and to prevent irreversible damage to life support systems.
5. Should force feeding or other medical treatment become necessary the Hunger Strike Team Leader shall notify the facility Watch Commander, who will notify the CCC, CNYPC, and prepare the "Final Supplemental Unusual Incident Report" in accordance with Directive #4004.
6. At this time, consideration may be given to the temporary admission of the inmate to another facility infirmary or an RMU if such an admission is deemed by the Deputy Commissioner/Chief Medical Officer to be necessary to maintain the inmate's health during the force feeding process. Admission to another facility infirmary or an RMU will not impact the Court Order as any Order to force feed issued by a justice of the State Supreme Court has jurisdiction Statewide and would remain in effect regardless of an inmate's current facility location.

7. Once a Court Order has been obtained for force feeding, the Superintendent or designee shall contact the Deputy Commissioner for Correctional Facilities via Departmental e-mail to secure permission for use of the restraint chair for the purpose of force feeding the inmate.
  8. Force feeding will be terminated if/when the inmate ends his or her declared hunger strike and/or voluntarily consumes sufficient nutrition to sustain life and to prevent irreversible damage to life support systems, as determined by the responsible Physician. If the inmate has been admitted to the RMU, he or she will be discharged and returned to a facility designated by the Office of Classification and Movement.
  9. When it has been determined that an inmate's hunger strike has ended, the Hunger Strike Team Leader shall notify the facility Watch Commander, who will notify the CCC, the Deputy Commissioner/Chief Medical Officer, the DOCCS Director of Bureau of Mental Health, the SUM, and the SURN NA, and if the inmate is on the OMH caseload, the facility OMH Unit Chief, as well as prepare the "Final Supplemental Unusual Incident Report" in accordance with Directive #4004.
- F. Any questions or issues related to the implementation of this process should be referred to Central Office Health Services, Facility Operations, or the Office of Counsel.

Inmate Hunger Strike Script

The Law in New York is well settled that inmates have no constitutional right to starve themselves to death. Therefore, the State is authorized to force feed an inmate on a hunger strike in order to protect the health and welfare of the inmate by providing "sufficient nutrition to sustain life and to prevent irreversible damage to life support systems" and to maintain rational and orderly procedures in our facilities. These needs outweigh an inmate's right of privacy and free expression. Furthermore, the State has a legitimate interest in preventing self harm and suicide. Since you have chosen to refuse to eat, the Department will be seeking a Court Order requesting the ability to force feed you for as long as necessary. Once issued, the Order will permit the Department to feed you by whatever means medically necessary, including tube feeding.

 <b>Corrections and Community Supervision</b>  <b>DIRECTIVE</b>	TITLE <b>Tuberculosis Control Program</b>		NO. 4322
			DATE 1/7/2016
SUPERSEDES DIR #4322 Dtd. 2/27/2015	DISTRIBUTION A	PAGES PAGE 1 OF 8	DATE LAST REVISED
REFERENCES (Include but are not limited to) HSPM 1.18; Directive #4068	APPROVING AUTHORITY 		

- I. **POLICY:** The Tuberculosis (TB) Control Program of the Department of Corrections and Community Supervision (DOCCS) is based on a hierarchy of control measures. Administrative measures, engineering, and work practice controls reduce the risk of exposure to patients with contagious TB.
- A. Administrative controls include policies to ensure the rapid detection, isolation, diagnostic evaluation, and treatment of persons likely to be infected with TB. These policies are applied in DOCCS through Health Services Policy Manual (HSPM) 1.18, Tuberculosis.
  - B. Engineering controls refer to properly designed and maintained isolation rooms and areas for cough-inducing procedures.
  - C. Work practice controls are measures which workers can use to minimize the duration of exposure to a work hazard. Examples relevant to tuberculosis control include keeping isolation room doors closed, organizing tasks to reduce the number and duration of trips into isolation rooms, and the use of personal protective equipment (PPE). The PPE device that is effective against tuberculosis transmission is the particulate respirator specified in Directive #4068, "Respiratory Protection Program." These measures reduce, but do not eliminate, the risk of TB transmission.
  - D. Definitions
    - 1. **Balometer:** A large handheld device consisting of an electronic section with a digital readout and a fabric or plastic "hood" section, which is placed over an air supply diffuser or exhaust air grill in order to measure the volume of air flowing (air flow) in to or out of a diffuser or grill, as expressed in cubic feet of air per minute.
    - 2. **Continuous Air Pressure Differential Monitors (see Section V-D-4 below):** A device used to continuously measure the pressure difference between the isolation room and the anteroom which is designed to alarm when the appropriate pressure readings are not obtained. This device can take the form of one of two types: the first is a small ping-pong ball contained inside a clear tube which indicates the direction of air flow, from the room with higher pressure to the room with lower pressure, by indication of which end of the tube the ball is pushed; the alternate method includes electronic sensors located in the supply and exhaust ductwork which, in conjunction with a digital environmental control system, provides a direct readout of the status of the air pressure differential between the two spaces.
    - 3. **Manometer:** A handheld device used to measure a difference in pressure between two points or spaces.

4. Smoke Tube: A handheld tubular capsule that, when activated, produces a small quantity of harmless smoke which can be used to indicate the direction of air flow.

II. **SCOPE:** This directive applies to all employees in the Department.

III. **RESPONSIBILITY**

A. Deputy Commissioner/Chief Medical Officer

1. Development and periodic reassessment of the TB Control Plan;
2. Determines risk assessment for work areas in the Department;
3. Advises Central Office Infection Control Unit on the analysis of TB control data;
4. Consults with facility Health Unit staff on clinical management of TB patients and matters of Departmental policy; and
5. Determines policy changes to enhance TB control efforts.

B. Assistant Commissioner for Health Services or Designee

1. Prepares periodic summary reports detailing employee participation in the program; and
2. Monitors program compliance.

C. Central Office Infection Control Unit

1. Supports compliance with the TB Control Program;
2. Assists facilities with performance of tasks required by the program;
3. Collects, analyzes, and presents data required for periodic reassessment of the TB Control Plan;
4. Monitors employee TB test data; notifies the Deputy Commissioner/Chief Medical Officer, Superintendent(s) or Bureau Chief(s), and local Public Health Department when:
  - a. Skin test data show clusters or unusual numbers of skin test conversions (clusters of skin test conversions will be defined as two or more skin test conversions in the same work unit occurring within three months of each other); or
  - b. Evidence of patient-to-patient or patient-to-staff tuberculosis transmission is observed.
5. Works with local Health Departments in investigating clusters of skin test conversions and incidents of patient-to-patient or patient-to-staff TB transmission;
6. Maintains a registry of all inmates with known or suspected cases of TB disease; the TB registry will include all clinical laboratory and radiological data pertinent to diagnosis; and
7. Monitors care provided to inmates with suspected or known TB; reviews charts of all inmates treated for TB disease and reports clinical data to the TB registry.

D. Superintendent or Bureau Chief

1. Ensures that all employees comply with TB testing annually and as directed in a contact investigation;

2. Ensures that engineering controls and PPE are available and properly maintained;
3. Identifies qualified staff who will monitor ventilation in airborne infection isolation rooms;
4. Ensures the confidentiality of employee TB testing records;
5. Designates a member of the Executive Team as TB Screening Coordinator; and
6. Ensures that all facility employees complete training required by Section VI below.

E. Facility Plant Superintendent

1. Ensures that isolation room air testing policies and procedures are followed;
2. Ensures that each facility with airborne infection isolation rooms possess a set of test equipment (balometer, manometer, and smoke tubes), which are kept in good condition and calibrated in accordance with manufacturer's recommendations. This equipment is mandatory in order to comply with Section V-B-3 below, regardless of the New York State Office of General Services (OGS) involvement in quarterly or semi-annually testing requirements;
3. Trains staff in procedures for isolation room air testing;
4. Maintains records of tests and test results;
5. Immediately reports test results that do not meet standards to Nurse Administrator, Deputy Superintendent for Administration, and Facilities Planning;
6. In many cases, OGS Technical Services Unit can be utilized to perform the three month and six month air flow testing described in Section V-B-1 below. In these cases, the Plant Superintendent shall still maintain records of tests and test results and make the appropriate contacts outlined above in cases where a test does not meet standards.

F. Tuberculosis Screening Coordinator

1. Arranges dates and times for Health Services staff to administer and read employee Mantoux PPD tests. Central Office Infection Control Nurses will assist the TB Coordinator in this task;
2. Ensures that employees comply with testing; consults Employee Occupational Health Tracking System (KOCH) and notifies employees at least two weeks before indicated testing is due;
3. Coordinates with the Nurse Administrator and staff to provide initial and annual testing; and
4. Notifies Superintendent or Bureau Chief of employees who do not comply with notices of required testing, or who refuse testing. Reports employees who refuse indicated testing to Labor Relations for possible disciplinary action.

G. Health Unit Staff

1. Complies with HSPM 1.18 to ensure rapid detection, isolation, diagnostic evaluation, and treatment and/or appropriate referral of persons likely to have TB;

2. Performs employee tuberculin skin tests; informs employees of test results and provides a copy of the test record to the employee upon request;
3. Forwards tuberculosis and TB test information to the Personnel Office for filing and entering into KOCH; and
4. Records (in millimeters) new positive skin tests on Form #3107, "Positive TB Test Follow-Up," and Form #1203, "Employee Accident/Injury Report."

H. Personnel Staff

1. Maintains records of test dates, results, and notes of employee refusals; and
2. Ensures that this data is entered into KOCH by personnel staff.

I. Employee

1. Complies with TB Control Program;
2. Uses engineering controls and PPE when indicated; and
3. Must have TB testing annually and as directed in a contact investigation.

**IV. TUBERCULOSIS SCREENING PROGRAM:** Every employee, as well as others working regularly for DOCCS, must have Mantoux PPD skin testing annually and as directed in a contact investigation.

Exceptions include:

- Employees with a documented prior positive TB test will not be retested. They are permanently exempted from tuberculosis skin testing requirements.
  - If the prior positive test was not performed by DOCCS staff, the employee must provide, on a one-time-only basis, written documentation from a physician specifying the date and type of TB test. The Mantoux test documentation should include the date and measured response in millimeters. Employees unable to provide this documentation must be retested.
- A. New employees must have a Mantoux test at the time of employment. Positive results are acceptable from any date. Only results showing the type of test, date of testing, and measured results in millimeters are considered valid;
  - B. The Tuberculosis Screening Coordinator will ensure that employees are informed of needed testing before the anniversary date of their last recorded skin test;
  - C. Mantoux skin tests will be performed in accordance with current New York State Department of Health (DOH) guidelines;
  - D. Mantoux tests will be considered positive if they produce ten millimeters of induration at the site of injection. Five millimeters of induration will be considered positive for employees with immune system suppression or those tested in the setting of a contact investigation;
  - E. Employees who choose to have TB testing done by a personal physician must do so at their own expense and submit documentation of the type, date, and measured response (in millimeters) within two weeks of notice that the test is due;

- F. Employees with a new positive skin test will be advised to see their private physician or county health authority for follow-up evaluation, including a chest x-ray, within two weeks. Therapy to prevent progression to TB disease is recommended for all previously untreated persons with a positive skin test;
- G. Employees that bring documentation of past positive TB tests and chest x-ray screening from the time frame prior to DOCCS employment should be assessed regarding prior treatment:
  - Those new employees who give a history of prior TB infection treatment – chest x-ray **is not required**.
  - Those new employees **without** prior TB infection treatment – chest x-ray **is required**;
- H. Annual chest x-rays are not necessary for continued employment in DOCCS for those individuals with past positive TB tests; and
- I. Employees with a new positive skin test who exhibit symptoms of TB disease (see definitions in HSPM 1.18) must be excluded from the workplace. This exclusion will be maintained until they produce documentation from their physician or county health authority showing that a diagnosis of TB disease has been ruled out.

## V. ISOLATION ROOM AIR TESTING

### A. Equipment

- 1. The equipment for isolation room air testing will be available in those facilities with negative pressure rooms. This will include a balometer, a manometer, and smoke tubes.

### B. Frequency of Monitoring

- 1. The air flow into and out of the airborne infection isolation rooms and anterooms will be tested and measured at least every six months, as described in Section C below.
- 2. The negative pressure differential between the airborne infection isolation room and anterooms will be demonstrated daily while the room is in use as outlined in Section D below. If not currently in use for patients with suspected or active TB, the isolation rooms should be checked monthly.
- 3. The airborne infection isolation room and anteroom air flow will be done immediately prior to a patient being admitted to respiratory isolation. Due to the urgency of the situation, the Plant Superintendent or designee must be prepared to complete this test as described in Section C below immediately.

### C. Air Flow Measurement Procedure

- 1. Airborne infection isolation room and anteroom air flow (supply and exhaust) will be measured in cubic feet per minute with a balometer; and
- 2. Air changes per hour will be calculated with the following formula:

$$\text{ACH} = (\text{CFM} \times 60) / \text{VOL}$$

ACH Air Changes per Hour

CFM Cubic Feet per Minute

VOL Room Volume = length x width x height (measured in feet)

---

D. Measurement of Air Pressure Differentials

1. Air pressure differentials must be tested by using the smoke tube method. This will be done immediately prior to patient admission, daily while occupied for airborne isolation, or at a minimum of monthly when not in use.
2. Smoke tube method: The smoke tube is placed near the bottom of the door separating areas for which air pressure is to be compared. The long axis of the smoke tube should be parallel with the door. A small amount of smoke is generated by gently squeezing the smoke tube bulb. Care should be taken not to direct the smoke stream into either room through the force of squeezing the bulb. The smoke will travel in the direction of air flow. Stationary smoke indicates stagnant air. Air flows from positive to negative pressure.
3. **If the negative pressure room does not pass the smoke test, the patient will be moved immediately to a working negative pressure room, and the Plant Superintendent will be notified.**
4. Continuous air pressure differential monitors must be inspected for proper operation every month. These monitors (see Definitions for a description of the monitors) are an additional measure to indicate the negative pressure status of the airborne infection isolation room at any given point in time. These monitors are not to be relied on solely and the smoke tube test method must still be used as outlined above to determine the proper operation of the ventilation and exhaust systems.

E. Air Flow and Pressure Differential Standards

1. Isolation rooms constructed before 1994:
  - a. At least 6 air changes per hour in the isolation room;
  - b. At least 10 air changes per hour in the anteroom (if present); and
  - c. Isolation room shows negative pressure to anteroom or adjacent corridor.
2. Isolation rooms constructed in or after 1994:
  - a. At least 12 air changes per hour in the isolation room;
  - b. At least 20 air changes per hour in the anteroom (if present); and
  - c. Isolation room shows negative pressure to anteroom or adjacent corridor.

3. Airborne infection isolation room purge times will be posted outside the room and within the Medical Unit. Purge times are the calculated period of time, based on the number of air exchanges per hour, required for removal of contaminated air from the isolation room. Perfect air mixing does not always occur, therefore a mixing factor of 3 will be used to ensure adequate removal of the contaminated air from negative pressure rooms (see table below). Respiratory protection is not required if entering the negative pressure room after the purge time has elapsed. **If an isolation room must be entered before the purge time has elapsed, respiratory protection is required.**

**PURGE TIMES FOR REENTRY INTO ISOLATION ROOMS**

Air changes per hour (ACH) and time required for removal of 99.9% of airborne contaminants.

ACH	Minutes Required	3X – Hours Required
1	414	20.7
2	207	10.35
3	138	6.9
4	104	5.18
5	83	4.14
6	69	3.45
7	59	2.96
8	52	2.59
9	46	2.3
10	41	2.07
11	38	1.88
12	35	1.73
13	32	1.59
14	30	1.48
15	28	1.38
16	26	1.29
17	24	1.22
18	23	1.15
19	22	1.09
20	21	1.04

F. Record Keeping

1. All air flow and pressure differential measurements will be recorded.
2. The record of air flow and pressure differential measurements will be maintained by the Facility Plant Superintendent.

This record must be readily available to facility health staff as well as other appropriate personnel.

3. At a minimum, the following data must be recorded at the frequency designated in Section V-B above:
  - a. Date and time of test;
  - b. Room number;
  - c. Air pressure differential test method and result;
  - d. Air flow measurements: supply and exhaust CFM, calculated ACH;
  - e. Any action taken as a result of test;
  - f. Name and signature of person doing the test; and
  - g. Name and signature of person interpreting test result.

(An MP2 Program Work Order History Record containing the above information will suffice.)

## VI. TRAINING

### A. Tuberculosis Risks and Prevention

1. All employees will receive training regarding TB and methods to prevent transmission. Employees assigned to health care units, transport staff, and staff posted to hospitals will be trained prior to their initial work assignment. TB training will be repeated for all employees annually.
2. TB training will be appropriate for duties and background of each employee, but will include at a minimum:
  - a. Basic concepts of TB transmission;
  - b. The potential for occupational exposure;
  - c. Infection control principles and practice that reduce the risk of TB transmission;
  - d. The purpose of PPD testing;
  - e. The principles of preventive therapy for latent TB infection;
  - f. The responsibility of employees to promptly seek medical attention if they develop symptoms consistent with TB disease;
  - g. The principles of drug therapy for active TB;
  - h. The responsibility of employees to notify their facility if they are diagnosed with TB disease;
  - i. The responsibility of DOCCS to confidentially manage employee medical information while ensuring that employees with contagious TB are excluded from the workplace; and
  - j. The higher cases of TB for individuals with Human Immunodeficiency Virus (HIV) or other medical conditions that compromise the immune system.

### B. Training for Isolation Room Air Flow and Pressure Differential Monitoring

1. Facility Plant Superintendents will designate and train sufficient qualified staff to meet the isolation room monitoring needs of their facility.
2. Training for air flow and pressure differential monitoring will include at a minimum:
  - a. Calibration of test equipment;
  - b. Proper use of test equipment including training video;
  - c. Recognition of problems; and
  - d. Record keeping requirements.

New York State Department of Corrections and Community Supervision Division of Health Services <b>POLICY</b>	Title: Tuberculosis  Section: Health Care Services	Number  <b>1.18</b>
Supersedes: 1.18 – 1/23/14	Page: 1 of 29	Date:12/3/15
References:		
Approved by: 		

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**Links to Documents**

- [TUBERCULOSIS: GET THE FACTS](#)
- [TB ISOLATION FLOW SHEET](#)
- [LEGAL VISIT DISCLAIMER](#)
- [STANDARD TREATMENT OF TB DISEASE AND DOSAGE RECOMMENDATIONS](#)
- [TREATMENT OF LATENT TUBERCULOSIS INFECTION \(LTBI\)](#)
- [ADVERSE REACTIONS TO INH](#)
- [TUBERCULOSIS TREATMENT AND MEDICATION RECORD](#)

**I. DEFINITIONS:**

acid-fast bacilli (AFB) – Mycobacteria that when stained, retain color even after they have been washed in acid solution. Most acid fast bacilli are mycobacterium and may be detected using a microscope.

adverse reaction – Negative side effect resulting from the use of a drug (for example, hepatitis, nausea, headache).

airborne infection isolation (All) room – Formerly called “negative pressure isolation room” or “respiratory isolation.”. Single-occupancy patient care room in which environmental factors are controlled to minimize the transmission of infectious agents that are usually spread from person to person by droplet nuclei associated with coughing or aerosolization of contaminated fluids. All rooms typically have specific requirements for controlled ventilation, air pressure, and air filtration.

bacteriologic examination – Tests done in a mycobacteriology laboratory to diagnose TB disease; includes examining a specimen under a microscope, culturing the specimen, and testing for drug susceptibility.

BCG Bacille Calmette-Guérin - Vaccine made from biologic substances derived from a strain of *Mycobacterium bovis* that was attenuated by Calmette and Guérin at the Pasteur Institute in Lille, France. An early version of BCG was first administered to humans in 1921. It is widely used in the World Health Organization’s (WHO) immunization programs in highly TB-prevalent countries to reduce risk of life-threatening TB meningitis and disseminated disease in children and adolescents.

bronchoscopy – A procedure using a flexible scope to obtain pulmonary secretions or lung tissue specimens. These specimens may be used for the detection of acid fast bacilli identified with TB.

case reporting – Informing the State or local health department when a new case (an occurrence) of TB disease has been diagnosed or is suspected.

cavity – A hollow space within the lung, visible on a chest x-ray, that may contain many tubercle bacilli; often occurs in people with severe pulmonary TB disease.

clinician – A physician, physician assistant, nurse practitioner that gives medical care.

contact – A person who has shared the same enclosed air space with a TB infectious person (TB disease) for a sufficient amount of time to allow transmission of M. tuberculosis.

contact investigation – An infection control measure used to identify people who may have been exposed to active, contagious TB disease.

controls -

- administrative – The first level in the hierarchy of TB infection-control measures. Managerial measures that reduce the risk for exposure to persons who have or are suspected to have TB disease.
- environmental – The second level in the hierarchy of TB infection-control measures. Engineering systems used to prevent the transmission of TB.

culture – To grow organisms on media (substances containing nutrients) in a laboratory so that the organism may be identified. A positive culture contains tubercle bacilli.

Department of Health (DOH) - A governmental organization for the purpose of protecting the general population from health hazards. Many infectious diseases like tuberculosis are reportable to the Department of Health.

directly observed therapy (DOT) – A strategy devised to administer a unit dose of TB medication to a patient to ensure ingestion of each dose.

drug susceptibility test – A laboratory test to determine if a particular strain of tubercle bacilli is susceptible or resistant to various TB medications.

drug-resistant TB -

- TB that is resistant to at least one first-line anti tuberculosis drug.
- Multidrug-resistant TB (MDR TB) -TB disease caused by *Mycobacterium tuberculosis* organisms that are resistant to more than one anti-TB drug.

MDR TB is defined as resistance to at least isoniazid and rifampin. It is more difficult to treat than drug-susceptible TB.

extrapulmonary TB – TB disease that occurs in places other than the lungs, such as lymph nodes, the pleura, the brain, the kidneys, or the bones.

fit test – A method to evaluate the fit of a respirator to a persons mouth and nose

index case – the first recognized case of a specific disease who comes to attention as an indicator of a potential public health problem.

induced sputum – Sputum that is obtained by having the patient inhale a saline mist, causing the patient to cough deeply; this procedure is used to help patients cough up sputum if they cannot do so on their own.

induration – Swelling that can be felt where a tuberculin skin test was done; the reaction size is the diameter of the swollen area measured in millimeters (mm). The measurement does not include the surrounding redness (erythema).

infectious TB– A person capable of spreading TB disease who expels droplets containing *M. tuberculosis* into the air when they cough, sneeze, or speak.

infiltrate – A collection of fluid and cells in the tissues of the lung; visible on a chest x-ray.

Interferon-Gamma Release Assay (IGRA) – A type of blood test that measures a person's immune reactivity to *M. tuberculosis*. QuantiFERON-TB Gold is an example of an IGRA.

latent TB infection (LTBI) – Refers to the condition in which a relatively small number of living tubercle bacilli are present in a person. The tubercle bacilli are not multiplying or causing symptoms of TB disease. Persons with LTBI usually have a positive TST or QuantiFERON-TB Gold blood test, and have a life long risk for developing TB disease.

LTBI treatment – Medication that is given to people who have TB infection to prevent them from developing TB disease using DOT.

mantoux tuberculin skin test– See Tuberculin Skin Test (TST)

mycobacterium tuberculosis (M.TB) – The species organism that causes TB in humans and is sometimes called tubercle bacillus; belongs to a group of bacteria call mycobacteria.

negative pressure – The difference in air-pressure between two areas; room that is under negative pressure has a lower pressure than adjacent areas, which keeps air from flowing out of the room and into adjacent rooms or areas.

N-95 respirator – Device designed to protect users from inhaling droplets; used in health care facilities and other settings where TB may be spread.

period of infectivity – Time defined as onset of cough or 12 weeks prior to lab confirmation of M.TB.

polymerase chain reaction (PCR) – The first practical system for in vitro amplification of DNA and as such, one of the most important recent developments in molecular medicine.

PPD (purified protein derivative) – A solution of mixed protein antigens such as the type used in the TST.

pulmonary TB – TB disease that occurs in the lungs typically causing a cough and an abnormal chest x-ray; pulmonary TB is usually infectious if untreated.

QuantiFERON-TB Gold test (QFT-G) – A blood test used for diagnosing infection with *M. tuberculosis*. The QFT-G measures a patient's immune reactivity to *M. tuberculosis* by measuring the response to TB proteins when they are mixed with a small amount of blood.

smear – A specimen that has been smeared onto a glass slide, stained, washed in an acid solution, and then placed under the microscope for examination; used to detect acid-fast bacilli in a specimen.

source case – the person who was the original source of infection for secondary cases or contacts. The source case can be, but is not necessarily, the index case.

surgical mask – Device worn over the nose and mouth of a person with suspected or confirmed infectious TB disease to prevent infectious droplets from being spread (exhaled) into the air.

TB hold -This is a DOCCS public health measure that is implemented to protect everyone during the high risk period of communicability.

TB disease –The symptoms of pulmonary TB disease include coughing, pain in the chest when breathing or coughing, and coughing up sputum or blood. The general symptoms of TB disease (pulmonary or extrapulmonary) include weight loss, fatigue, malaise, fever, and night sweats. The symptoms of extrapulmonary TB disease depend on the part of the body that is affected by the disease.

TB suspect – A person with one or more signs and symptoms consistent with TB disease.

Tuberculin skin test (TST) – A reliable method of screening for TB infection by placing an injection of 0.1 ml of PPD tuberculin solution between the layers of the skin (intradermally), usually on the forearm. The reaction to this test, is measured 48 to 72 hours after the injection and is interpreted in millimeters (mm).

TB suspect – A person identified as having one or more signs or symptoms of TB disease.

## II. POLICY:

The New York State Department of Corrections and Community Supervision (DOCCS) will monitor and prevent the spread of Tuberculosis (TB) in our facilities. The goal of the DOCCS TB Control Program is to prevent morbidity and mortality from TB. The TB Control Program is conducted in accordance with New York State Public Health Law and national guidelines.

This is accomplished by public health and infection control measures, including, but not limited to:

- Early detection and continued monitoring through screening and testing to identify TB disease and latent TB infection (LTBI)
- Containment and isolation of potentially infectious people
- Identification, initiation and completion of treatment for LTBI or TB disease
- Staff and inmate education
- Disease reporting and documentation
- Contact investigations
- Systematic review and evaluation of TB program

### A. Epidemiology/Transmission:

The organism that causes TB disease, *Mycobacterium tuberculosis* (M.TB), is transmitted through airborne respiratory droplets when an individual with active pulmonary M.TB coughs, sneezes, or speaks. The general symptoms of TB disease (pulmonary or extrapulmonary) include weight loss, fatigue, malaise, fever, night sweats, long term coughing (3 weeks or more), chest pain and hemoptysis.

Transmission of M.TB depends on:

- length of time and frequency of exposure
- degree of contagiousness of the infected person
- environment and airflow in which the exposure occurred
- intensity of the contact with the M.TB organism itself

High Risk Populations:

- recent contacts of persons with infectious TB disease
- HIV infected persons
- persons with fibrotic changes on chest radiograph consistent with prior TB disease
- Patients with organ transplants and other immune-suppressed patients (including patients receiving the equivalent of 15mg/day of prednisone for >1month)
- Recent arrivals to the USA (<5 years) from high-prevalence areas (e.g. Africa, Asia, Eastern Europe, Latin America and Russia)
- Injection drug users

- Residents and employees of high risk congregate settings (correctional facilities, nursing homes, homeless shelters, and hospitals)
- Mycobacteriology laboratory personnel
- Persons with medical conditions that increase the risk of TB disease progression, i.e., silicosis, diabetes mellitus, chronic renal failure, certain types of cancer, gastrectomy or jejunioileal bypass, and weight loss of at least 10% of ideal body weight

### III. TASKS IN TB CONTROL:

Administrative Tasks  
Detection/Screening  
Containment /Isolation  
Treatment

#### A. ADMINISTRATIVE TASKS:

Responsibilities of facility staff and the Communicable and Infectious Disease Unit (CIDU):

- Facilities are responsible for the direct care aspects of the communicable disease program. This includes, but is not limited to:
  - Routine TB testing/screening
  - Education
  - Diagnosis and treatment of cases
  - Reporting of cases to CIDU staff
  - Maintenance of isolation and other containment procedures
  - Conducting contact investigations
- Each facility health unit must designate one staff person to coordinate TB control activities for the inmate population. This person will work with the Regional Infection Control Nurse (RICN), local public health officials and the facility TB screening coordinator as stated in Directive 4322 "Tuberculosis Control Program".
- The CIDU staff will assist facilities in the organization and administration of their communicable disease program. The RICN will:
  - Initiate and maintain a TB registry
  - Assist in discharge planning for inmates receiving DOT
  - Assist facilities with contact investigations
  - Analyze and report the results of contact investigations
  - Report TB cases to public health officials (see page 19)
  - Assist in the education of inmates and staff

**B. DETECTION/ SCREENING:****1. DETECTION OF LATENT TB INFECTION (LTBI):**

Guidelines for Inmate TB testing:

All inmates will be screened for the presence of TB infection upon entry into DOCCS custody and at least annually thereafter. Initial screening at the reception facility will involve:

- Mantoux Purified Protein Derivative (PPD) testing or Quantiferon (IGRA) testing, if not previously documented within one year
- Chest X-ray (CXR)

The Mantoux PPD test or Quantiferon blood test will be used for screening.

**a. MANTOUX (PPD) TESTING:**

PPD testing will be done using the annually revised Non-Patient Specific Standing Order. It can be found in the computer Health Exchange Share Drive, per Health Services Policy 1.54 "Standing Orders for Immunizations".

- The PPD test result must be read 48-72 hours after application.
- A reaction of 5mm or greater induration will be considered positive for the following groups:
  - HIV infected persons
  - Recent contacts of persons with TB disease
  - Persons with fibrotic changes on a chest radiograph consistent with prior TB
  - Individuals with organ transplants and others with immunocompromising conditions (including patients receiving the equivalent of at least 15 mg/day of prednisone for a month or more).
- A reaction of 10mm or greater induration will be considered positive in both inmates and employees **without** the above criteria.

**b. CONTRAINDICATIONS TO PPD TESTING:**

Inmates with written documentation of prior skin test reactivity, dated and recorded in millimeters, a positive Quantiferon test, or documented history of TB disease will be excused from testing. They should be counseled to promptly report symptoms of TB to the medical staff.

c. QUANTIFERON TESTING:

Quantiferon testing (instead of PPD testing) will be done using the Patient Specific Order unless already documented PPD or QFT positive. Quantiferon testing in DOCCS is indicated in the following situations:

- All female inmates
- All HIV positive inmates at reception
- HIV positive inmates with a CD4 count below 300 at the time the annual TB test is due
- Those inmates that have altered immune system function (i.e.: long term systemic steroid therapy, chemotherapy/radiation, etc.)
- Those not born in the USA, who probably had BCG vaccine as a child.
- Male inmates with prior documentation of Quantiferon testing

d. INDETERMINATE QUANTIFERON RESULTS:

- Indeterminate Quantiferon results will be repeated once. This test can be performed at any time after the initial test.
- If the repeated Quantiferon test is indeterminate, the inmate will be assessed for signs and symptoms of TB disease.
- If signs and symptoms of TB disease are absent, return to annual Quantiferon testing.

e. DOCUMENTATION OF TESTING:

The Facility Health Services Director (FHSD), or designee, will ensure that the PPD test administration documentation will include:

- the date of administration
- the manufacturer and lot number of the injected reagent
- the date of reading and result in millimeters of induration

The PPD administration will be documented on:

- the Non-Patient Specific Standing Order
- FHS1 problem list (NOTE: the date of reading will be the date of entry on FHS1)

The results of Quantiferon testing will be:

- entered in the FHS1 problem list
- Patient order filed in MISC. section medical chart
- Results filed in the laboratory chart

f. **NEWLY POSITIVE TB TEST CONVERTERS:**

Inmates with a new positive TB test result will receive an immediate evaluation for TB disease to include:

- Vital signs
- Weight
- Signs and symptoms consistent with TB\*
- CXR as soon as possible (within 5 business days)

**\*Two or more symptoms consistent with TB disease warrants immediate placement in airborne infection isolation. Clinical criteria includes hemoptysis, productive cough lasting more than 14 days despite treatment for a respiratory infection, abnormal CXR (excluding stable non-inflammatory lesions unchanged from previous films), undiagnosed laryngeal lesions, or any 2 of the following symptoms: cough, fever, chills, night sweats, or weight loss.**

Note: Refusal of any component of TB screening may result in TB hold (see TB hold section).

2. DETECTION OF TB DISEASE:

a. INITIAL PROCEDURES:

- Any inmate suspected of having TB disease (with or without a positive skin test or quantiferon test) will be placed **immediately** in airborne infection isolation pending evaluation by an MD/NP/PA (clinician).
- **Notify RICN as soon as TB disease is suspected.**
- The evaluation will include a record review for prior treatment of pulmonary diseases, CXR and sputum analysis (as described below).
- All inmates suspected of having TB disease will be offered HIV testing unless previously documented as HIV positive.
- **Once placed in airborne infection isolation for suspected TB, the inmate cannot be released without the permission of the Deputy Commissioner/Chief Medical Officer (DC/CMO) or designee. This permission is obtained by notification of the RICN, who will contact the CIDU office.**

**b. SPUTUM SAMPLES:**

The initial evaluation of inmates suspected of having TB disease will consist of three sputum samples for Acid Fast Bacilli (AFB) smear and culture.

- Sputum collection may only occur in airborne infection isolation rooms. Staff assisting in the collection must wear an N-95 respirator at all times while in the same room as the inmate.
- Sputum collection times for all three specimens must be noted on the lab requisition and the TB isolation flow sheet.
- The samples must be at least 8 hours apart, including one early morning specimen. A specimen taken during a bronchial/alveolar lavage and biopsy procedure can count as one specimen.
- Sample collection is to be observed and time noted. The observer should encourage the inmate to breathe deeply and cough forcefully to produce an adequate specimen. Medical staff must judge the adequacy of the sputum samples.
- Sputum induction may be required for inmates suspected of having active TB who are unable to produce sputum on their own.
- The acquisition of good sputum samples (5-10 cc) may be assisted by the use of nebulized saline. This procedure is also to be carried out in airborne infection isolation by staff using N-95 respirators. The lab slip/sample should be labeled "induced sputum".
- Because up to 80% of cases with extra pulmonary disease also have pulmonary disease, three sputum samples must be obtained on all inmates with TB, even if the only known site is extra-pulmonary.
- All laboratory slips are to clearly state whether the patient is in airborne infection isolation.

**C. CONTAINMENT/ISOLATION:****1. Indications for Initiation of Airborne Infection Isolation:**

Airborne infection isolation is indicated for any inmate who has evidence of contagious TB. This includes the following:

- An abnormal CXR with findings suggestive of pulmonary TB, including but not limited to, cavitation, hilar/mediastinal adenopathy, infiltrate, or pleural/pericardial effusion. This excludes stable, non-inflammatory lesions unchanged from previous films.

- Inmates that have lab confirmation of positive AFB for mycobacterial TB (M.TB).
- At least 2 clinical symptoms with indications of disease which include:
  - persistent cough (for greater than or equal to 21 days)
  - hemoptysis
  - fever
  - chills
  - night sweats
  - weight loss

2. Initiating Airborne Infection Isolation:

Airborne infection isolation must be instituted by any health care provider as soon as TB disease is suspected and must continue until the criteria for discontinuation is met (see page 15).

It is the responsibility of the facility staff to:

- Notify the RICN of the potential TB case
- Place the inmate on medical hold and offer education regarding the need for airborne infection isolation.
- Placement in airborne infection isolation should be documented in the Ambulatory Health Record.
- The TB Isolation Flow Sheet (Form 3149) will be utilized for inmates in airborne infection isolation.

3. Maintenance of TB Isolation:

Inmates in airborne infection isolation will remain in a negative pressure room. Whenever an inmate is housed in such a room for TB isolation, a clearly visible sign must be posted indicating the necessary precautions. Refer to Directive 4322 "Tuberculosis Control Program".

Inmates in airborne infection isolation:

- Will only leave these rooms for medical treatments unable to be provided within that room. The inmate must wear a surgical mask if he/she leaves the room.
- Showering outside the room is not permitted.
- Phone calls and recreation outside the isolation room is not permitted.
- Any person who enters an airborne infection isolation room must wear an N-95 respirator for which they were medically cleared and fit tested. Refer to Directive 4068 "Respiratory Protection Program".
- Legal visits are the only visits permitted to inmates in airborne infection isolation. Legal visitors must be:

- notified that the inmate is being housed in airborne infection isolation
- informed of proper respiratory precautions
- given an N-95 respirator for use during the visit
- asked to sign the legal visit disclaimer, but may visit without signing this disclaimer (legal visit disclaimers will be filed in the facility Fire and Safety Office).

4. Transfer of Inmates in Airborne Infection Isolation:

Inmates in airborne infection isolation may **not** be transferred between facilities without authorization from the DOCCS Division of Health Services Central Office. It is the responsibility of the facility to also notify the RICN.

The following steps must be taken when a facility has more inmates in need of airborne infection isolation than it has available isolation rooms:

- Each inmate must be assessed for eligibility for release from isolation.
- If no inmates meet criteria for release from isolation, facility staff must contact the CIDU Supervisor, or designee to determine which inmate is likely to be the least contagious. That inmate will be transferred to the nearest facility with an available isolation bed. The Command Center in Albany should be contacted to reach the Central Office on-call health staff when the CIDU Supervisor cannot be reached.

The FHSD or designee transferring an inmate in airborne infection isolation **must** contact their counterparts at the receiving facility to review the case. The contact **must** occur before the inmate leaves the transferring facility. This applies to a correctional facility or a hospital.

Worker Protection During Transport of Airborne Infection Isolation:

- Anyone likely to share the same breathing space with an inmate in airborne infection isolation must be informed of inmate's isolation status.
- Transport staff for airborne infection isolation inmates must have completed training and fit testing in compliance with Directive 4068 "Respiratory Protection Program". These staff must wear an N-95 respirator continuously while in the same breathing space as the inmate.
- The inmate must wear a surgical mask continuously during transport (not an N-95).
- Transport staff is encouraged to keep their vehicle windows open, weather permitting, whenever transporting an inmate in airborne infection isolation status. The vehicle heating and air conditioning system should be set on the non-recirculating cycle.

5. TB Suspects Discharged From a Community Hospital:

Upon discharge from a community hospital, TB suspects returning to a correctional facility must meet NYSDOCCS criteria for release from airborne infection isolation. If an inmate has not met this criteria, it will be necessary to transport them to the facility on airborne precautions, **even if the inmate was not in airborne infection isolation in the hospital**. The RICN must be notified when a TB suspect is discharged from the hospital.

6. Discontinuation of Airborne Infection Isolation:

a. TB Suspects:

The RICN **must** be consulted before an inmate is released from airborne isolation.

Release from isolation must be approved by the CIDU supervisor in consultation with the DC/CMO.

1. Criteria for Release From Airborne Infection Isolation for TB Suspects:

Prior to release from airborne isolation:

- Three consecutive sputum smears **negative for AFB** and (if available) **negative for Polymerase Chain Reaction (PCR)**.

Specimens must be obtained at least 8 hours apart, including one early morning specimen.

- Signs and symptoms consistent with TB improve on therapy directed toward another disease, and a documented diagnosis
  - CXR abnormality has improved
- OR**
- Case by case determination by CIDU supervisor, or designee, and DC/CMO, or designee

**If the above criteria are not met, the inmate should remain in airborne infection isolation until three culture results are obtained.**

2. Follow Up After Release From Airborne Infection Isolation for Suspects:

- Inmates released from airborne infection isolation must be seen by health staff to review signs and symptoms, including weight and temperature at least once weekly until all TB culture results are known. Inmates must be placed back into airborne infection isolation if TB symptoms return.

- If at any time cultures are positive for M.TB, the inmate must be placed in airborne infection isolation **immediately**.

b. Confirmed TB Disease:

1. Criteria for Release From Airborne Infection Isolation for Confirmed TB Disease:

Inmates with TB disease must be assigned to an airborne infection isolation room until no longer infectious. Isolation is ordinarily maintained until **all three** of the following parameters are achieved:

- Treatment with an approved drug regimen(Standard Treatment of TB Disease and Dosage Recommendations link), has been administered for a **minimum** 2 weeks by directly observed therapy (DOT); **and**
- Inmate shows clinical evidence of improvement; **and**
- After completing 2 weeks of therapy, 3 consecutive sputum smears are **negative for AFB** (which have been obtained at least 8 hours apart, including one early morning specimen)

2. Follow Up After Release from Airborne Infection Isolation for Confirmed TB Disease: (See “Monitoring Treatment Effectiveness”)

7. Special Situations:

a. Tuberculin Hold (TB HOLD):

TB hold is a Public Health measure that will be implemented to protect everyone during the high risk period of potential communicability. **The RICN will be notified.**

1. TB Hold Placement Criteria:

Inmates will be placed in TB hold under the following conditions:

- refusal of TB testing
- refusal of CXR for TB screening
- refusal of LTBI treatment if positive TB test is less than one year ago
- Those who refuse but are diagnosed with severe mental illness or developmental disabilities and those unable to tolerate LTBI medications will be referred to the CIDU office for case evaluation.

Prior to placement in TB hold, inmates will be counseled about the implications of continued refusal. Counseling will include:

- Education regarding TB infection and TB disease

- Utilization of sick call process to address medical concerns, including removal from TB Hold
- Reporting signs and symptoms consistent with TB

## 2. Defining Characteristics:

### Inmates on TB Hold:

- Will be placed on medical hold. They may be transferred to another facility or attend court trips if they are assessed, asymptomatic and the receiving facility is aware of their status.
- Will require monthly documented signs and symptoms of active TB assessments (to include weight) from the facility nursing staff and quarterly review by the RICN.
- Will be placed in single cell housing, even if transfer to another facility is necessary. As long as the inmate is asymptomatic, he/she can remain in general population until transfer is arranged.  
Do not house in airborne infection isolation, infirmary housing or in Special Housing Units (SHU) for TB hold. The inmate may be housed in SHU only if he/she is there for a rule violation.
- Must remain in their cell at all times except for one hour of solitary recreation per day and three solitary showers per week. Leaving their cell for telephone calls is not permitted. Any exception to the above must be cleared through the Deputy Commissioner/Chief Medical Officer or designee.
- Will only be permitted legal visits. Legal visitors will go on site to counsel inmates. They do not need to sign the legal visitor's disclaimer.
- Medical, dental and mental health care **will** be allowed.

## 3. Release from TB Hold:

- Inmates can agree to testing/treatment by utilizing the sick call system at any time and will be removed from TB Hold when testing is done or treatment for LTBI has begun or restarted.
- CXR at 1 year that indicates no active TB.
- At the end of one year, inmates still refusing to comply with testing or treatment will be evaluated by an administrative review committee consisting of:
  - Deputy Commissioner/Chief Medical Officer (or designee)

- CIDU Supervisor (or designee)
  - RICN
  - Upon release from TB hold, the FHSD/NA, Security, and Mental Health (if appropriate), will be notified
4. Annual Screening for Prior TB Hold Inmates:  
One year after release from TB hold and annually thereafter, inmates will be called to medical and offered:

- TB Testing
- Evaluation by a clinician
- CXR (if indicated)
- Weight
- S/S check
- Patient Education

The same procedure should be followed annually. Once a full year of TB hold has been completed, or the inmate has been released by committee; refusal will not result in return to TB Hold (except refusal in a contact investigation or if re-incarcerated after time spent in the community).

**The following circumstances (TB clinical case and TB drug resistance) require a case discussion with the Supervisor of the Communicable and Infectious Disease Unit (CIDU), Deputy Commissioner/Chief Medical Officer and NYSDOH TB Control.**

**b. TB Clinical Case:**

The inmate presents with signs and symptoms consistent with TB, but are AFB smear/culture negative. The criteria for release includes:

- three negative AFB smears
- no radiological evidence of TB disease
- inmate's signs and symptoms of disease have improved on treatment

If the inmate is clinically improving, airborne infection isolation may be discontinued after 14 days of appropriate TB treatment on a case by case basis.

**c. Suspected or Confirmed Drug Resistance:**

**Initial treatment of TB disease will always consist of at least four drugs.** Drug therapies must be tailored to the resistance/sensitivity pattern of the organism. **NEVER** add just one TB drug to a failing regimen.

## 8. Contact Investigations:

### a. Contact Trace Procedures:

The facility staff will conduct the contact investigation with the guidance and assistance of CIDU.

- The TB index case movement history, during the period of infectivity (date as determined by the CIDU) should be identified. The facility will obtain and provide this information in a timely manner and include records of housing locations, programs, trips, visits etc.
- Close contacts must be identified and evaluated for possible exposure to the confirmed case of active TB. Close contacts may include inmates, NYSDOCCS staff, contracted staff, program contacts, and/or visitors.
- All identified contacts must be screened for symptoms consistent with active TB disease and encouraged to have HIV testing if their HIV status is unknown.
- All identified contacts should be given information about TB and instructed to report any signs or symptoms of TB to their medical provider.
- TB testing in the setting of a contact investigation is mandatory for inmates and employees unless a previous positive test is documented
- **A newly positive Quantiferon result in inmates, or a reaction of 5mm induration or greater in both inmates and employees during a contact trace, will be considered a positive test result requiring appropriate follow up.**
- Employees may obtain their testing from their community provider, but must submit written documentation Refer to Directive 4322 "Tuberculosis Control Program".
- All contacts whose baseline TB test was negative should receive a second TB test 8 to 10 weeks after their last exposure to the source case and be screened for TB signs or symptoms.
- Employee contacts with a new positive TB test will be referred to their community provider or local public health office for further evaluation (Directive 4322).
- Inmates with newly positive TB tests who refuse a CXR will be placed on TB hold.
- Treatment will be offered to all inmate contacts who convert to a positive TB test in the contact trace.

Preventive treatment for LTBI should be initiated as soon as active disease is ruled out. Inmates who refuse preventative treatment will be placed on TB Hold.

- A line list of all contacts identified as part of the contact trace must be maintained by the RICN. Any extension of the contact investigation must be decided by the CIDU supervisor in consultation with CMO. NYSDOH may be consulted as well. The RICN will submit a summary report at the conclusion of the investigation.

b. Contact Evaluation and Treatment:

1. Symptomatic Contacts:

- Inmates: Regardless of TB testing status, must be placed in airborne infection isolation and referred to the clinician.
- Employees: Must be immediately released from duty and referred to their community provider for a complete medical evaluation, regardless of TB testing status.

The employee must not be permitted to return to work until medically cleared.

2. Asymptomatic Contacts:

- Inmates who are HIV negative and have previous negative TB testing results:
  - Require baseline and 8-10 week follow-up testing.
- Inmates who refused HIV testing (HIV status unknown) and have a previous negative TB testing results
  - Require baseline and 8-10 week follow-up testing
- Inmates who are HIV negative and have previous positive TB test results:
  - Will be screened for TB signs/symptoms.
  - Will be offered LTBI treatment.
  - Will receive follow up screening for TB signs and symptoms 8 to 10 weeks after their last exposure to the source case.
- Inmates who are HIV infected and have previous negative TB test:
  - Will have a baseline Quantiferon test and CXR done.
  - **A complete course of treatment for LTBI is to be initiated**, regardless of Quantiferon results.

Refusal of assessment or treatment will prompt the initiation of TB hold

- Inmates who are HIV infected and have previous positive TB testing results:
  - Will have CXR done and LTBI treatment initiated. Refusal of assessment or treatment will prompt the initiation of TB hold.

**c. Reporting to County and State Departments of Health:**

The RICN must report every confirmed case of active TB disease, as well as the initiation of 4 drug therapy, to their local public health office within 24 hours of diagnosis.

This notification must be by phone and by submission of the appropriate NYSDOH form. Refer to Health Services Policy 8.01 “Communicable Disease Reporting”.

**D. Treatment**

All TB treatment in DOCCS is directly observed therapy (DOT). DOT requires the inmate be observed placing the medication in their mouth and swallowing it.

The inmate’s mouth must then be inspected for unswallowed pills. Each dose of DOT must be documented on the Tuberculosis Treatment and Medication Record, Form 3179TB.

**1. Treatment of Latent Tuberculosis Infection (LTBI):**

Preventive treatment has been shown to reduce the risk of developing active TB by as much as 90%. Refer to the Treatment of Latent Tuberculosis Infection (LTBI) link for approved therapies.

**a. Indications for Preventive Treatment:**

- All inmates with a positive TB test, regardless of age, will be offered the opportunity to receive LTBI treatment unless written documentation is received that such treatment has been previously completed (not just started). Medications must be documented on the Tuberculosis Treatment and Medication Record Form 3179TB.
- Those inmates with a documented history of positive TB test greater than one year in the past who have not completed treatment should be **offered** treatment. If treatment is declined, TB hold **is not** indicated.

b. Short Course Treatment:

This is an alternative medication regimen used under certain circumstances for LTBI treatment. It does not replace existing treatment options. Regime must be approved by the Deputy Commissioner/Chief Medical Officer.

- Request for approval to begin short course treatment must be submitted on the Short Course Request Form.
- This form will be submitted by the RICN after notification from the provider.
- A short course treatment regimen can be implemented after partial completion of another LTBI regime. In this case, the new treatment regimen must be completed with all of the recommended doses.

c. Refusing LTBI Treatment: (see TB Hold)

d. Special Considerations Related to Preventive Treatment:

- No inmate should be started on preventive treatment until active disease is ruled out by interview, examination, CXR, and (if indicated) sputum smears and cultures.

Preexisting liver or kidney disease may be a contraindication to preventive treatment. These offenders may safely receive the benefit of LTBI treatment, but should have periodic laboratory and clinical assessment for hepatotoxicity before starting and during this treatment. If drug toxicity occurs and current treatment must be discontinued, alternate treatment should be considered. If the inmate is unable to complete treatment due to medical contraindications, the case must be submitted to CIDU for review.

- Pregnancy:
  - Refer to medical specialists IFD and OB/GYN.
  - There is potential for an increased risk of hepatotoxicity during pregnancy and the first 2-3 months of the postpartum period.
  - Consider delaying treatment for LTBI until 2-3 months postpartum unless there is a high risk of progression to TB disease (e.g., HIV infected, recent contact).

- In the absence of risk factors, wait until after the woman has delivered to avoid administering unnecessary medication during pregnancy.
  - INH/vitamin B6 is the preferred regimen.
  - Breastfeeding:
    - Is not contraindicated in women taking INH.
    - The amount of INH in breast milk is inadequate for treatment of infants with LTBI.
- e. Monitoring LTBI Treatment:
- At least once a month, inmates will be screened for hepatitis. This will include assessment for symptoms of hepatic dysfunction (e.g.: nausea, vomiting, abdominal pain, jaundice, biliuria)
  - Document monthly symptom check in the AHR or progress note.
  - Preventive treatment must be immediately stopped if these symptoms or signs appear and the patient should be evaluated promptly by a clinician.
  - Liver function tests (LFT's),
    - Should be obtained at baseline,
    - And 2 weeks after the start of therapy.
    - LFT monitoring schedules **after 2 week lab check:** LFT's less than 3 times the upper limit of normal (considered to be stable) should be repeated in 1 month. If lab values continue to be stable, then repeat every 3 months until treatment is complete.
      - LFT's greater than 3 times the upper limit of normal (considered to be unstable) should be repeated every 2 weeks until stable or until treatment is discontinued.
      - If any of the liver enzymes exceed 3 times the upper limit of normal **with symptoms** present, or 5 times the upper limit of normal **without symptoms**, it is generally recommended that the INH should be withheld.
  - Any inmate who develops symptoms of active TB while on LTBI treatment, must be immediately placed in airborne infection isolation.
  - Document on problem list (FHS1) at initiation and completion of treatment.

## f. Interrupted LTBI Treatment:

Some patients start LTBI treatment and then are unable/unwilling to complete. Such patients should be counseled about the benefits of treatment and then should be given the opportunity to resume treatment. TB hold may be indicated.

- Completion of LTBI treatment is based on the total number of doses administered. The guidelines for administering treatment are outlined on Treatment of Latent Tuberculosis Infection link.

When reinstating treatment for patients with interruption, clinicians may need to continue the regimen originally prescribed. Therapy should be continued as long as needed to complete the recommended number of doses, or completely renew the entire regimen. Questions regarding the reinstatement of treatment should be directed to the CIDU staff. When treatment has been interrupted for more than two months, a medical examination to rule out active TB disease is indicated prior to reinstatement of therapy.

## 2. Treatment of TB Disease:

## a. General Principles:

The goal of TB disease treatment is to interrupt TB transmission, prevent acquisition of drug resistance, and cure the patient. Deviations to the standard regimen are rarely indicated. Recommended TB treatment regimens and drug doses are outlined in the Standard Treatment of TB Disease and Dosage Recommendations link.

The following general principles should be adhered to when treating confirmed or clinical case TB patients.

- **Four-drug initial treatment** is routinely recommended for all persons with a clinical or laboratory diagnosis of TB disease. The initial use of 4 drugs is essential to minimize the development of further drug resistance.
- **Never treat active TB with a single drug.**
- **Never add a single drug to a failing TB treatment regimen.**
- **All TB medications must be administered by DOT.**
- A physician consultant with expertise in TB treatment and the local State Health Department will be consulted for any of the following TB cases:
  - Failure of sputum cultures to convert to negative, following 2 months of treatment

- Resistance to rifampin, with or without resistance to other drugs
- HIV co-infection, drug intolerance, pregnancy, or other situations requiring deviation from a standard treatment regime
- Inmates receiving DOT for TB disease must be placed on facility medical hold until it is determined that either:
  - They will remain in our system until anticipated completion of treatment, or
  - A comprehensive discharge plan is completed. The discharge plan must identify the name, address, phone number, and appointment date for the provider who will assume care when the inmate is discharged or goes into work release. The RICN will assist in this discharge planning.
  - Follow up and treatment plans must be provided to the Division of Community Supervision and the offender's local DOH prior to the release or parole of any offender with incomplete DOT for TB disease.

The plan for continuing treatment must be discussed with the receiving health care provider whenever inmates are on DOT. This applies to transfers **between facilities** as well as to community providers. Inmates transferred to community providers should continue to receive DOT whenever possible. The CIDU supervisor must be informed prior to release of all inmates on DOT for whom post-discharge DOT cannot be arranged.

b. Treatment of Drug Resistant TB Disease:

Prior to starting treatment on cases of suspected resistant TB, the case must be discussed with the Deputy Commissioner/Chief Medical Officer.

c. Refusal of Treatment for TB Disease:

- Inmates who refuse treatment may require court ordered treatment. Refer to Health Services Policy 7.01 "Rights of Patients".
- Inmates, already receiving medication for TB disease, who refuse DOT for active disease, will immediately be evaluated for symptoms of TB disease. They will be placed back in airborne infection isolation immediately.
  - Notify FHSD immediately
  - Notify CIDU immediately

d. Duration of Treatment:

Treatment should be continued for at least six months and at least three months beyond documentation of three consecutive negative sputum cultures.

- Duration of treatment should be prolonged for inmates with delayed response.
- Treatment of Multidrug–Resistant TB (MDRTB) must be continued eighteen months to two years and must never be discontinued without the advice of an MDR-TB treatment expert.
- The CIDU Supervisor, or designee must be notified whenever treatment for MDR-TB disease is discontinued.

e. Monitoring Treatment Effectiveness:

1. Follow-up After Release From Airborne Infection Isolation:  
Confirmed TB Disease:

- Inmates released from airborne infection isolation must be seen by health staff to review signs and symptoms, including weight and temperature at least once weekly until all TB culture results are known. Inmates must be placed back into airborne infection isolation if TB symptoms return.

If at any time cultures are positive for M.TB, the inmate will be placed in airborne infection isolation **immediately**. (see below Bacteriologic monitoring)

2. Clinical Monitoring:

All inmates with active TB disease will be monitored at least monthly by a clinician to evaluate the clinical response to treatment and to monitor side effects of medications.

3. Bacteriologic Monitoring:

- Inmates should have one **morning sputum specimen obtained for AFB smear and culture every month until two consecutive sputum cultures convert to negative.**
- **Sputum cultures positive for *M. tuberculosis* after three months of drug treatment may indicate ineffective treatment (possible drug resistant M.TB).** Consultation with a physician TB specialist will be obtained.

4. Radiographic Monitoring:

CXRs should be obtained at baseline and at the completion of treatment. CXRs should be obtained only when clinically indicated during treatment.

For positive sputum cultures prior to treatment, a repeat CXR after 2 months of treatment may be useful, but is not essential.

Patients with initial negative sputum cultures will have a CXR at 2 months. CXR improvement on treatment is indicative of culture-negative TB (clinical case).

5. Monitoring for Drug-Induced Hepatitis and Other Drug Toxicities:

Three of the first-line TB medications, isoniazid, rifampin and pyrazinamide can cause drug-induced hepatotoxicity. LFT's should be obtained at baseline and monthly. Symptoms screening for hepatitis (nausea, vomiting, abdominal pain, fatigue) should be reviewed **at least monthly** by the clinician.

- Baseline complete blood count, platelets, and uric acid should be associated with rifampin. Elevated uric acid can occur with pyrazinamide, obtained in addition to LFT's. Thrombocytopenia is a rare toxicity but rarely necessitates a change in regimen.
- Visual acuity (Snellen) and red-green color vision (Ishihara) should be assessed at baseline, and monthly thereafter (because of the risk of optic neuritis) for patients treated with ethambutol. Optometry or ophthalmology evaluations are indicated every 3 months for patients on prolonged treatment with ethambutol.
- Baseline and monthly creatinine and audiograms are indicated for patients receiving streptomycin or other aminoglycosides, due to the risk of nephrotoxicity and ototoxicity.

6. Documentation:

The following data will be recorded in the inmate's medical record at each clinician visit:

- Symptoms
- Weight
- Temperature

- Physical findings
- Abnormal laboratory findings
- Dates and results of sputum collections
- Date and results of visual acuity testing, if indicated
- Date and results of chest x-ray(s)

7. Disclosure of Information:

- Because inmate specific TB information falls under the public health domain, it may be shared from health provider to health provider without an inmate release.

**IV. Religious Objections:**

Accommodation for those with religious objections to TB testing may be made if it can be accomplished without putting the health of other inmates and staff at significant risk.

- If an inmate refuses on religious grounds to submit to a PPD test at reception or to an annual TB test, the inmate is to be offered quantiferon testing. If the inmate refuses all TB testing, he/she must be placed on TB hold.

References:

NYS Public Health Law

NYS Commission on Correction 7NYCRR 7651.20

NYSDOCCS HSPM Policy 8.01 "Communicable Disease Reporting"

NYSDOCCS HSPM Policy Series 4.01 "Inmate Health Records"

NYSDOCCS HSPM Policy 7.01 "Rights of Patients"

NYSDOCCS HSPM Policy 1.54 "Standing Orders for Immunizations"

NYSDOCCS Directive 4322 "Tuberculosis Control Program"

NYSDOCCS Directive 4068 "Respiratory Protection Program"

Introduction to the Core Curriculum on Tuberculosis: What the Clinician Should Know. Fifth Edition, 2013, Centers for Disease Control and Prevention (CDC)

CDC Website: [www.cdc.gov](http://www.cdc.gov)

Prevention and Control of Tuberculosis in Correctional and Detention Facilities: Recommendations from CDC, Morbidity and Mortality Weekly Report (MMWR) July 7, 2006/Vol.55/No. RR9

Treatment of Tuberculosis, (MMWR) – June 20, 2003/Vol.52/No. RR-11

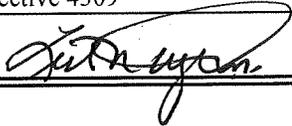
Guidelines for Preventing the Transmission of *Mycobacterium tuberculosis* in Health-Care Settings, (MMWR) – December 30, 2005/Vol. 54/No. RR-17

Guidelines for the Investigation of Contacts of Persons with Infectious Tuberculosis (MMWR) - December 16, 2005/Vol. 54/No. RR-15

Updated Guidelines for Using Interferon Gamma Release Assays to Detect *Mycobacterium Tuberculosis* Infection – United States, 2010 (MMWR) – June 25, 2010/Vol. 59/No. RR-5

Recommendations for Use of an Isoniazid-Rifapentine Regimen with Direct Observation to Treat Latent *Mycobacterium tuberculosis* Infection (MMWR)– December 9, 2011/Vol. 60/No. 48; 1650-1653

Three Months of Rifapentine and Isoniazid for Latent Tuberculosis Infection, The New England Journal of Medicine, – December 8, 2011/Vol. 365/No. 23

<p style="text-align: center;">New York State Department of Correctional Services Division of Health Services <b>POLICY</b></p>	<p>Title: <b>Inmate Hunger Strike Monitoring</b></p> <p>Section: Health Care Services</p>	<p>Number <b>1.30</b></p>
<p>Supersedes: HSPM 1.30 dated 2/25/93</p>	<p>Page: 1 of 4</p>	<p>Date: 5/19/10</p>
<p>References: Directive 4309</p>		
<p>Approved by: </p>		

**I. POLICY:**

Facility health services staff will monitor the health and welfare of an inmate engaged in a hunger strike and will ensure that all necessary actions are taken to preserve the inmate's life and health.

**II. DEFINITIONS:**

Hunger strike is defined as an inmate's voluntary failure to eat nine (9) consecutive meals, regardless of whether or not the inmate has declared that he/she is on a hunger strike.

Base weight is defined as the inmate's documented weight on the first day that it is known that the inmate is on a hunger strike or during any period of stable health within the past five years, whichever is lower.

**III. PROCEDURE:**

A. Initial Assessment and Daily Monitoring:

The Facility Health Services Director (FHSD) and Nurse Administrator (NA) will ensure that the following procedures are followed.

1. When a health services staff member becomes aware of an inmate hunger strike, that staff member will notify the FHSD and NA no later than the next business day. However, notification will be immediate if the hunger strike has been prolonged or if the inmate needs expedited medical care. The FHSD will promptly notify the Superintendent.
2. The findings of all health services staff monitoring and/or providing direct care to an inmate on a hunger strike will be documented in the inmate's health record. Form 3194 "NYSDOCS Request & Report of Consultation", will be used to document mental status evaluations conducted by OMH staff.

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3. Upon notification of the FHSD and NA, an initial comprehensive assessment of the inmate's overall health will be done by an RN. The assessment will include:
  - a. an attempt to determine the inmate's reason for not eating,
  - b. a urine sample for dipstick evaluation for ketones (requires provider order),
  - c. review of the inmate's health record,
  - d. examination for the presence of bowel sounds,
  - e. weight,
  - f. mental status, including level of consciousness and affect,
  - g. vital signs,
  - h. evaluation of physical complaints or concerns,
  - i. evaluation for signs and/or symptoms of dehydration (e.g., orthostatic changes (blood pressure/pulse), hypotension, decreased skin turgor),
  - j. referral to a primary care provider if the inmate's health appears to be compromised or if the inmate has an underlying chronic medical condition (e.g., diabetes, heart disease),
  - k. referral to OMH if indicated
4. The FHSD or physician designee will counsel the inmate regarding the physical consequences of a continued hunger strike.
5. An RN assessment of the inmate will be done daily for the duration of the hunger strike. The assessment will include, at a minimum, items "f" through "i" in Section III.A.3. above daily and a weight twice weekly.
6. The nursing staff will report their findings daily to the FHSD and NA. The FHSD will report daily to the Superintendent and OMH Unit Chief on the inmate's overall health and degree of cooperation with the assessment and monitoring process.
7. The FHSD or designee will admit the inmate to a DOCS facility infirmary when appropriate. At his/her discretion and for the good order of the facility, the Superintendent or designee may order the inmate's placement in a DOCS infirmary.

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8. Once admitted to an infirmary, the inmate will remain there until the end of the hunger strike or until the inmate is transferred to another medical or mental health facility.
9. If the inmate becomes clinically unstable during the hunger strike, the inmate will be sent to an outside hospital emergency department for evaluation.
10. The FHSD or designee will be a member of the Facility Hunger Strike Team.

B. Treatment Over Objection:

1. Should forced feeding be necessary to maintain the inmate's health, the FHSD or designee will pursue an "Evaluation for Treatment Over Objection" consistent with HSPM 7.01 "Rights of Patients". The medical and mental health evaluation will be sent to the Regional Medical Director (RMD) for review and then forwarded to the Superintendent or designee, DOCS Counsel and the local Office of the Attorney General.
2. Upon the medical necessity of seeking a court order to treat the inmate over objection and upon obtaining that court order, the FHSD or physician designee will advise the inmate of the process required and the potential consequences of the continued hunger strike. An attempt will be made to secure the inmate's cooperation in implementing the court order.
3. At the discretion of the Deputy Commissioner/Chief Medical Officer, and if medically necessary for implementing the court order, the inmate may be transferred to another infirmary or to a Regional Medical Unit.
4. The inmate will not be given nutritional supplementation by mouth (e.g. "Ensure") as a substitute for food intake during a hunger strike; with the following singular exception. When a court order for treatment over objection is obtained, the inmate will be given the opportunity to voluntarily take "Jevity" by mouth in lieu of the court ordered invasive treatment over objection (e.g., intravenous (IV) hydration, nasogastric (NG) tube feeding, gastrostomy tube feeding.) Taking "Jevity" by mouth under these circumstances does not constitute an end to the hunger strike.

Department of Correctional Services Health Services Policy

Title: Inmate Hunger Strike Monitoring

Number: 1.30

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5. Whenever implementation of a court order necessitates the force feeding of "Jevity", the inmate will be assigned to an OMH Level I facility and a restraint chair will be used.
6. A hunger strike will be considered over when the inmate eats at least two (2) meals per day for three (3) consecutive days.

C. Administrative Management:

Directive 4309, "Inmate Hunger Strike" contains complete details of phased response procedures for the administrative management of hunger strikes.

1. Phase I Response: The Superintendent activates a Hunger Strike Team pursuant to Directive 4309 and assessment and monitoring consistent with this policy is initiated.
2. Phase II Response: Should the inmate lose 15 percent of his/her body weight from the base weight or become ill as a result of the hunger strike, the Hunger Strike Team Leader notifies the Watch Commander, RMD, RHSA, DOCS Counsel and the Deputy Commissioner for Correctional Facilities. OMH initiates psychiatric evaluation of the inmate and the Hunger Strike Team Leader meets with the inmate.
3. Phase III Response: If the hunger strike continues, plans to treat the inmate over objection are pursued and, if necessary, carried out.

New York State Department of Corrections and Community Supervision Division of Health Services <b>POLICY</b>	Title: Hospital Admissions and Discharges  Section: Health Care Services	Number  1.51
Supersedes: 1.51 – 1/20/00	Page: 1 of 2	Date: 4/17/15
References: Health Services Policy 1.13		
Approved by: 		

## I. POLICY:

Admission and discharge planning will be conducted in accordance with applicable community standards to ensure continuity of care.

## II. PROCEDURE:

### A. Hospital Admissions:

The mode of transportation for inmate hospital admission is dependent upon the inmate's medical acuity level as determined by facility health staff.

A [Patient Referral](#) Form 3275 and [Report of Consultation](#) Form 3194 must be completed by Department of Corrections and Community Supervision (DOCCS) facility health staff and accompany the inmate on his/her admission to the hospital. A [Health Services System Coversheet for Hospital Admission](#) must be printed from FHS1 to be sent to the hospital. All paperwork is to be placed in a sealed envelope and addressed to the hospital staff. It is to be hand delivered to the hospital staff by the transporting correction officers (this will apply to both scheduled and emergency admissions).

#### 1. Scheduled (Specialist's Recommendation/Referral) Admissions:

The Coordinated Specialty Care nurse scheduler will notify the owning facility health staff of the date and time of the scheduled hospital admission, via the FHS1 Clinic Scheduling System, allowing the facility time to plan appropriate security transportation.

#### 2. Non-Scheduled (Emergent) Admissions:

Non-scheduled admissions may occur as a result of a hospital emergency room evaluation or a telemedicine triage performed at the facility.

### B. Hospital Discharge:

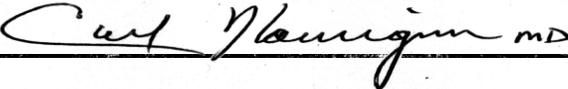
The Senior Utilization Review Nurse (SURN) will coordinate the inmate's discharge needs to ensure a timely, efficient, and safe discharge. The SURN will facilitate hospital to facility reporting. This will include informing the facility of the inmate's transportation needs, required medical supplies and equipment, medicines, and other post discharge needs.

In an effort to ensure continuity of care, hospital staff are expected to notify the SURN and/or the inmate's owning facility, at least 24 hours prior to his/her discharge.

Consistent with Part 405.9(f)(7)(i) of the State Hospital Code, the hospital will provide a complete written nursing and physician medical transfer summary to accompany the inmate upon return to any DOCCS facility. If this information is not provided, DOCCS is not obligated to accept the inmate for transportation back to a DOCCS facility. Discharged inmates will be admitted to a facility infirmary until medically cleared to return to prison population.

1. In the event that the inmate's post discharge needs cannot be met by the owning facility, the SURN, in conjunction with facility health staff, will coordinate alternate facility placement.
2. Regional Medical Unit (RMU) Placement:

Inmates discharged from the hospital and requiring RMU placement upon discharge, must have a [Comprehensive Medical Summary \(Part 1\)](#) and [Comprehensive Medical Summary \(Part 2\)](#) (CMS) completed. The facility health staff is responsible for the completion of the CMS and faxing it to the appropriate RMU as identified by the DOCCS Central Office staff. RMU placement is the responsibility of the Health Services Classification Analyst working in unison with the SURN. (Refer to Health Services Policy 1.13 "Regional Medical Unit Admission /Discharge Process").

New York State Department of Corrections and Community Supervision Division of Health Services <b>POLICY</b>	Title: Informed Consent for Procedures in Correctional Facilities  Section: Administrative Services	Number  7.07
Supersedes: 7.07 - 8/14/13	Page: 1 of 2	Date: 12/11/15
References: Directive 4490, Health Services Policy 7.09, 7.13, 7.18		
Approved by: 		

## I. POLICY:

The Department of Corrections and Community Supervision (DOCCS) will obtain informed consent from inmates or their legally authorized representative for surgical, invasive procedures or major medical treatment performed in the Department’s correctional facilities. All inmates over the age of 18 have the right to make informed decisions regarding their health care (medical and dental) including the right to refuse care. Refer to Health Services Policy 7.09 “Informed Consent for Minors” for inmates who are minors.

## II. DEFINITIONS:

Legally Authorized Representative – A legally authorized representative is a parent, guardian or an individual appointed by the Surrogate’s Court, hereafter known as “representative”.

Surgical and Other Invasive Procedures – Surgical and other invasive procedures are defined by the U.S. Department of Health and Human Services as “operative procedures in which skin or mucous membranes and connective tissues are incised or an instrument is introduced through a natural body orifice”.

## III. PROCEDURE:

### A. Obtaining Informed Consent:

1. The provider performing the procedure/treatment, whether it is the primary care provider or specialist, will counsel the inmate and/or their legally authorized representative (hereafter known as “representative”), about the nature and purpose of the procedure/treatment, alternatives, possible consequences and risks associated with treatment and/or refusal. A consent form must be signed by the inmate or their representative using DOCCS [Form 3140](#) (English)/ [Form 3140SP](#) (Spanish) "Consent for Surgical Procedures and/or Major Medical Treatment" or equivalent (e.g. provider’s specific form).
2. Inmates with physical, mental, cognitive or language barriers to hearing or to understanding the surgical/procedural process must have whatever support necessary to facilitate understanding. If an inmate is unable to understand the consent form due to visual or comprehension deficits, the consent form is to be read and/or explained to the inmate.

An inmate may be limited English proficient (LEP), which means that he or she has a primary language other than English and has a limited ability to read, speak, write, or understand English. If an inmate is LEP, a DOCCS staff member will give the inmate a version of the consent form translated in the inmate's primary/dominant language. If such a consent form is not available, staff should utilize a qualified interpreter to provide a sight translation of the consent form to the inmate, pursuant to Directive 4490 "Cultural and Language Access Services". It is important to provide language access to LEP inmates so that they can obtain, process, and understand basic health information and services needed to make appropriate health decisions and follow instructions for treatment. Staff will note on the consent form whether or not an interpreter was utilized.

3. The provider performing the procedure/treatment will sign only after the inmate's or the representative's informed consent has been obtained. A third party must witness the inmate's or representative's signature/mark. Consent may be obtained via telephone if the representative is not physically present to sign the consent form. The conversation must be documented by the provider on the AHR/Consult Note.
4. The inmate may have a court-appointed guardian or a Health Care Agent. Refer to Health Services Policy 7.13 "Health Care Proxy" for direction related to capacity of an adult inmate who has lost the ability to decide for themselves about their healthcare. The signed consent form and a copy of the Health Care Proxy will be maintained in the Ambulatory Health Record Miscellaneous Section.
5. The consent for surgical procedures/treatment meeting the definition of this policy at locations other than a correctional facility will be obtained by treating providers consistent with existing community health care requirements and standards.

B. When Informed Consent is not Required:

1. Informed consent is not required for life threatening conditions that require immediate medical intervention, to prevent death or serious permanent impairment, emergency care of an inmate who lacks the capacity to consent and for court ordered procedures.
2. Informed consent is not required for simple and common procedures (e.g. intramuscular injection, intravenous insertion) when the related risks are commonly understood and includes the use of instruments such as otoscopes for examination or minor procedures such as drawing blood. If it is uncertain if an informed consent is required, it is the Facility Health Services Director's or Facility Dental Director's responsibility to determine whether a proposed procedure requires informed consent consistent with this policy.

C. Refusal to Consent:

The provider will obtain the respective refusal form in accordance with Health Services Policy 7.18 "Refusal of Health Care" if the inmate/representative refuses to consent to the proposed surgery/treatment or medical care.



2. Inmates with physical, mental, cognitive or language barriers to hearing or to understanding the surgical/procedural process must have whatever support necessary to facilitate understanding. If an inmate is unable to understand the consent form due to visual or comprehension deficits, the consent form is to be read and/or explained to the inmate.

An inmate may be limited English proficient (LEP), which means that he or she has a primary language other than English and has a limited ability to read, speak, write, or understand English. If an inmate is LEP, a DOCCS staff member will give the inmate a version of the consent form translated in the inmate's primary/dominant language. If such a consent form is not available, staff should utilize a qualified interpreter to provide a sight translation of the consent form to the inmate, pursuant to Directive 4490 "Cultural and Language Access Services". It is important to provide language access to LEP inmates so that they can obtain, process, and understand basic health information and services needed to make appropriate health decisions and follow instructions for treatment. Staff will note on the consent form whether or not an interpreter was utilized.

3. The provider performing the procedure/treatment will sign only after the inmate's/representative's informed consent has been obtained. A third party must witness the inmate's or representative's signature/mark. Consent may be obtained via telephone if the representative is not physically present to sign the consent form. The conversation must be documented by the provider on the AHR Consult Note.
4. The inmate may have a court-appointed guardian or a Health Care Agent. Refer to Health Services Policy 7.13 "Health Care Proxy" for direction related to capacity of a minor inmate who has lost the ability to decide for themselves about their healthcare. The signed consent form and a copy of the Health Care Proxy will be maintained in the Ambulatory Health Record Miscellaneous Section.
5. The consent for surgical procedures/treatment meeting the definition of this policy at locations other than a correctional facility will be obtained by treating providers consistent with existing community health care requirements and standards.

#### B. Minors with Capacity to Consent to Health Care:

Minors may consent to routine health and dental care, unless their legally authorized representative has retained the right to make decisions regarding their care. Minors that fit any one of the following categories do possess the capacity to consent for all of their own care, both routine and non-routine if they are:

- Married
- Parent of a child
- Seeking medical care to maintain a healthy pregnancy
- Seeking medical care to terminate a pregnancy
- Seeking care for diagnosis and treatment of a sexually transmitted disease
- Seeking care for diagnosis or treatment of HIV infection

C. Minors who Cannot Consent to Health Care:

The legally authorized representative for a minor must provide consent for all health and dental care including routine care.

1. The Office of the Inmate Records Coordinator (IRC) will inform Health Services of any minor that has a representative who has retained the right to make health/dental care decisions. The IRC will provide the name and contact information to speak with the representative responsible for giving informed consent.
2. The representative will be informed of the nature and purpose of the health care and will have their consent or refusal documented on Form 3105 AHR Progress Note.
3. If a question exists about the mental capacity of the representative to provide informed consent or informed refusal for care, the matter must be referred to the Deputy Commissioner/Chief Medical Officer, or designee, Superintendent, and DOCCS Counsel for advice on how to proceed.
4. When the representative cannot be reached to provide consent for routine health care despite diligent efforts by DOCCS staff, this shall be reported to the Deputy Commissioner/Chief Medical Officer, or designee, and DOCCS Counsel, who will review the matter for necessary action. Attempts at reaching the representative will be documented on Form 3105 AHR Progress Note.

D. When Informed Consent is not Required:

Informed consent is not required for life threatening conditions that require immediate medical intervention, to prevent death or serious permanent impairment, emergency care of an inmate who lacks the capacity to consent, and for ordered procedures.

Informed consent is not required for simple and common procedures (e.g. intramuscular injection, intravenous insertion) when the related risks are commonly understood and includes the use of instruments such as otoscopes for examination or minor procedures such as drawing blood. If it is uncertain if an informed consent is required, it is the Facility Health Services Director's or Facility Dental Director's responsibility to determine whether a proposed procedure requires informed consent consistent with this policy

E. Refusal to Consent:

The provider will obtain the respective refusal form in accordance with Health Services Policy 7.18 "Refusal of Health Care" if the inmate/representative refuses to consent to the proposed surgery/treatment.

<p align="center"><b>New York State Department of Corrections and Community Supervision Division of Health Services POLICY</b></p>	<p>Title: <b>Continuous Quality Improvement Committee</b></p> <p>Section: Health Care Services</p>	<p align="center">Number  <b>7.19</b></p>
<p>Supersedes: HSPM 7.19 dated 5/17/12</p>	<p align="center">Page: 1 of 2</p>	<p align="right">Date: 6/25/13</p>
<p>References:</p>		
<p>Approved by: </p>		

**I. POLICY:**

The Central Office Continuous Quality Improvement (CQI) Committee is responsible for developing and coordinating the quality improvement efforts of the Division of Health Services and for monitoring the facility-based Quality Improvement Program.

**II. PROCEDURE:**

The CQI Committee will meet as often as necessary, but not less than twice yearly. Activities of the CQI Committee will be documented by maintaining meeting minutes and other pertinent records.

The CQI Committee will provide ongoing management of quality improvement activities.

The CQI Committee will participate in the development and review of primary care assessment tools as a framework for auditing, collecting data, trending and analysis of defined data in order to identify problems with policy compliance or health care delivery. The CQI Committee will obtain and review corrective action plans and evaluate the success of these plans in correcting the problems.

The CQI Committee will distribute the Quality Assessment Tools Manual and officially notify the facilities of each assessment tool that is added to the Quality Assessment Tools Manual. The Division of Health Services and facilities will utilize the assessment tools in the Quality Assessment Tools Manual to conduct quality improvement evaluation audits.

With the approval of the Deputy Commissioner/Chief Medical Officer, recommendations to address and resolve problems and concerns identified through the assessment process will be implemented and monitored.

Department of Corrections and Community Supervision Health Services Policy

Title: Continuous Quality Improvement Committee Number. 7.19 Date: 6/25/13 Page: 2 of 2

The CQI committee shall consist of representatives, or their designees, from various bureaus, offices and disciplines of the Division of Health Services to ensure interdisciplinary representation. A committee Chairperson will be designated by the Deputy Commissioner/Chief Medical Officer from among CQI members and will be responsible for ensuring the maintenance and distribution of committee meeting minutes.

The primary committee members are:

- Director of Health Services
- Regional Medical Director(s)
- Director of Dental Services
- Director of Mental Health Services
- Director of Pharmacy Services
- Director of Correctional Nursing Services
- Assistant Director of Facility Health Operations
- Assistant Director of Coordinated Specialty Care
- Assistant Director of Policy & Information Systems
- Health Services Education Coordinator
- Supervisor of Communicable Infectious Disease Control
- Supervisor of Utilization Management
- Health Information Management Administrator

Facility and regional staff from the Division of Health Services may be considered for participation on the committee on an as needed basis to be designated by the Chairperson.

New York State Department of Corrections and Community Supervision Division of Health Services <b>POLICY</b>	Title: Facility-Based Quality Improvement Program  Section: Administrative Services	Number  7.19A
Supersedes: 7.19A – 9/3/03	Page: 1 of 2	Date: 2/24/15
References: Health Services Policy 4.03, 7.19		
Approved by: 		

**I. POLICY:**

Each facility Health Services Unit and each Regional Medical Unit (RMU) will develop and implement a system of documented internal review and quality assurance. It will be the responsibility of the Facility Health Services Director (FHSD) or RMU Medical Director to establish and participate in a multi-disciplinary Quality Improvement (QI) Committee designed to objectively and systematically evaluate defined data. The QI Committee will document practices that are undertaken to meet the health units established goals and objectives for quality of care, access to care and utilization of resources.

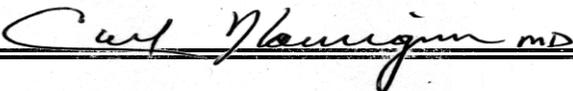
**II. PROCEDURE:**

Each unit must establish its own facility-based QI program as an extension of the Division of Health Services Quality Improvement Program (Health Services Policy 7.19 “Continuous Quality Improvement Committee”). The facility-based QI Committee will utilize, but not be limited to, the assessment tools established in the [Quality Assessment Tools Manual](#). Timely and periodic assessment of the American Correctional Association (ACA) healthcare outcome measure values will help to assure compliance with the ACA performance standards. The QI program is designed to keep a multi-disciplinary committee continually involved in the monitoring and improvement of the quality of health services provided to the inmate population.

The FHSD or RMU Medical Director will establish a QI Committee at the facility that will include, but not be limited to, the FHSD or RMU Medical Director, the facility Superintendent or designee (e.g. Deputy Superintendent for Administration), the facility Dental Director, the Nurse Administrator or designee, a security staff member regularly assigned to the health unit, and a member of the health unit’s health information management/clerical staff. On an as needed basis, the QI Committee may call upon the expertise of additional staff such as the Regional Medical Director (RMD), Regional Dental Director, Regional Health Services Administrator (RHSA), Infection Control Nurse, or Senior Utilization Review Nurse (SURN). The FHSD or RMU Medical Director will convene regularly scheduled meetings of the QI Committee on no less than a quarterly basis.

The QI Committee will:

- A. Establish and annually update measurable goals and objectives for the health unit;
- B. Complete internal review activities by maintaining meeting minutes and other pertinent records on the approved forms ([Facility Based QI Quarterly Meeting Supplemental Data Sheet](#), [Facility-Quality Improvement](#), [QI Problem Tracking Worksheet](#));
- C. Use the assessment tools found in the Quality Assurance Tool Manual and ACA healthcare outcome measures as a framework to collect, trend and analyze defined data. The QI Committee will identify problems, develop and implement corrective action plans and evaluate the success of these plans;
- D. Review/discuss the following on a regular basis:
  - 1. Administrative reports, unusual incidents and site visits;
  - 2. Fire and Safety/Environmental reports (including trending of inmate and staff accidents);
  - 3. Internal primary care audit tools;
  - 4. Inmate complaints and grievances;
  - 5. Mortality reports, suicides and attempted suicides;
  - 6. Infectious disease reports (including outbreaks, vaccinations);
  - 7. Medication errors and prescribing practices;
  - 8. Critical data from MSHSA reports;
  - 9. ACA healthcare outcome measures (worksheet provided to the Superintendent quarterly);
  - 10. Coordinated specialty care and specialty care reports;
  - 11. Transfers and RMU admissions and discharges; and
  - 12. Education and training events.
- E. Develop corrective action plans in response to identified problems to resolve concerns;
- F. Issue a quarterly/annual report of internal review activities to be provided to the Superintendent or designee, RMD, RHSA and SURN; and
- G. Ensure that records of internal review activities will comply with Health Services Policy 4.03 "Privacy and Security of Protected Health Information".

<p style="text-align: center;">New York State Department of Corrections and Community Supervision Division of Health Services <b>POLICY</b></p>	<p>Title: <b>Mortality Review</b></p> <p>Section: Administrative Services</p>	<p style="text-align: center;">Number</p> <p style="text-align: center;"><b>7.21</b></p>
<p>Supersedes: HSPM 7.21 dated 5/29/12</p>	<p style="text-align: center;">Page: 1 of 2 <span style="float: right;">Date: 8/12/14</span></p>	
<p>References:</p>		
<p>Approved by: </p>		

**I. POLICY:**

A Mortality Review will be conducted on every inmate death to determine if the death could have been prevented by means of a change in facility health care practice, process or procedure.

**II. PROCEDURE:**

A. Facility:

The Facility Health Services Director (FHSD) will:

1. Complete and send the “MORT-REP” eform within one (1) business day of an inmate’s death regardless of where the death occurred.
2. Complete “Section II – Medical Director’s Inmate History and Clinical Summary” of the SCOC M187 form within ten (10) calendar days of an inmate’s death, regardless of where the death occurred, and forward a copy, along with a copy of Section 1, to the Deputy Commissioner/Chief Medical Officer and to the Regional Medical Director.
3. Review:
  - a. An “unexpected” death (i.e., a death that does NOT occur following a course of diagnosed illness for which the prognosis was likely to be fatal) by convening a mandatory meeting of the facility Quality Improvement Committee within five (5) business days of an inmate’s death.

Through this examination of the facts and circumstances surrounding the death, any opportunities for prevention, by means of a change in facility health care practice, process or procedure, are to be identified. The review should be comprehensive and, if warranted, reflect back to the inmate’s original admission to Departmental custody. Completion of a [“Mortality Review of Unexpected Death”](#) eform is required.



<p style="text-align: center;">New York State  Department of Corrections and  Community Supervision  Division of Health Services  <b>POLICY</b></p>	<p>Title: <b>Occurrence Reporting</b></p> <p>Section: Health Care Services</p>	<p>Number</p> <p style="text-align: center;"><b>8.05</b></p>
<p>Supersedes: HSPM 8.05 dated 6/3/10</p>	<p style="text-align: center;">Page: 1 of 2                      Date: 5/13/14</p>	
<p>References:</p>		
<p>Approved by: </p>		

**I. POLICY:**

The Division of Health Services maintains a standardized system for the reporting and tracking of high-risk events that could adversely affect inmate health care outcomes. These events may occur in or outside a correctional facility and their monitoring will provide an opportunity for health care risk management.

**II. DEFINITION:**

An occurrence is defined as an unintended, adverse or undesirable event or the potential for such an event. The omission or commission of a diagnostic test, procedure, treatment or emergency response that results in the risk of or actual serious physical or psychological injury is also considered an occurrence.

- A. Facility-related events requiring the initiation of an Occurrence Report include, but are not limited to, the following:
  - inappropriate transfer resulting from lack of use of Medical Hold
  - delays in scheduling consults, procedures or other clinical interventions resulting in preventable complications
  - adverse patient outcome during Intravenous (IV) Therapy Administration, such as equipment malfunction, phlebitis, wrong tubing used, etc.
  - unacceptable actions by DOCCS and non-DOCCS specialty and/or contract providers
  - inappropriate response by health care or security staff to emergencies
  
- B. Hospital-related events requiring the initiation of an Occurrence Report include, but are not limited to, the following:
  - inappropriate discharge (e.g. ambulatory surgery, emergency room, inpatient)
  - inadequate discharge documentation provided to DOCCS facility staff
  - discharge to inappropriate level of care
  - failure to provide appropriate care

**NOTE: All occurrences resulting in (1) inmate death, (2) serious physical or psychological injury producing permanent loss of function, (3) serious physical injury producing permanent loss of limb or organ, or (4) serious physical or psychological injury related to a suicide attempt are subject to ACA Health Care Outcome measurement.**

### **III. PROCEDURE:**

#### **A. Reporting/Review:**

1. Upon identification of an occurrence, an [Occurrence Report](#) will be initiated by any DOCCS employee through the completion of Section 1 and by submission of the report for review at the next meeting of the Facility Quality Improvement Committee (FQIC).
2. The FQIC will review the Occurrence Report, analyze the event and determine the need for further investigation and/or corrective action.
3. Section 2 will be completed and a copy of the report will be forwarded to the Central Office Supervisor of Correctional Health Services Utilization Management, Senior Utilization Review Nurse, Regional Health Services Administrator, Deputy Superintendent of Administration, Deputy Superintendent of Health and the Regional Medical Director and Regional Dental Director if applicable.

#### **B. Tracking/Disposition:**

The Supervisor of Correctional Health Services Utilization Management will be responsible for tracking, trending and evaluating Occurrence Reports after completion of Section 2. This process will serve as an opportunity to identify any issues requiring policy development or modification and is aimed at reducing the incidence of future adverse outcomes. In addition, the Supervisor of Correctional Health Services Utilization Management will be responsible for presenting periodic status reports to the appropriate supervisory staff and/or Central Office Quality Improvement Committee.