

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

**Request for Proposal
RFP 2012-05
Second Chance Act – Adult Offender Recidivism
Reduction Project**



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**NYS DEPARTMENT OF CORRECTIONS
AND COMMUNITY SUPERVISION**

**REQUEST FOR PROPOSAL (RFP) 2012-05
Second Chance Act – Adult Offender Recidivism Reduction Project**

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**NYS DEPARTMENT OF CORRECTIONS
AND COMMUNITY SUPERVISION**

Second Chance Act – Adult Offender Recidivism Reduction Project

I. PURPOSE

The New York State Department of Corrections and Community Supervision, henceforth referred to as “DOCCS”, is a member agency of the Executive Branch of New York government, responsible for the care and custody of persons currently incarcerated and persons currently under community supervision. As a State agency it is composed of a central office located in Albany, New York, numerous correctional facilities, and community supervision offices located throughout the State.

The New York State Department of Corrections and Community Supervision (DOCCS) has been awarded a Federal grant through the Second Chance Act - Recidivism Reduction Program and invites proposals from community based agencies to provide pre and post release case management and employment retention skills to offenders under the jurisdiction of DOCCS. The program aims to maximize community safety and offender integration by helping 1,100 persons currently incarcerated returning to high crime areas in New York State and by assisting persons currently under community supervision to obtain gainful employment, educational/vocational training, and access to other critical services in their communities. This is essential for their successful transition from prison to the community. The Second Chance Act grant will support the development of three (3) employment programming tracks described by DOCCS as Parole Diversion Programs (PDP). These PDP’s are located within Hudson, Orleans, and Edgecombe Correctional Facilities.

The Second Chance Act – Adult Offender Recidivism Reduction Project has three performance based phases: a pre-release phase, a post-release phase, and a retention phase. The purpose of the pre-release phase is to prepare the currently incarcerated person thoroughly to seek employment successfully upon release. During the post-release phase, the Contractor will identify employment opportunities for the person currently under community supervision and assist that person in finding suitable employment. During the retention phase, the contractor will provide support and monitor the performance of the person currently under community supervision on the job, and help the person with common problems of communication skills, conflict resolution, and with training, including basic computer skills that help all employees retain their job. Payments under this awarded contract will be made according to performance based achievements.

The population to be served includes male individuals, ages 18 and older, convicted as an adult, who are under the custody or supervision of DOCCS. These offenders are described by DOCCS as being on the verge of entering the parole violation process but who can benefit from an

appropriate diversion such as the programs offered through DOCCS residential Parole Diversion Programs (PDP). The intent of the PDP is to address pre-delinquent behavior and stabilize the offender. The target populations will be offenders who are considered at higher risk of recidivism and offenders with an identified need for employment services. The Contractor will be expected to serve offenders in the same areas as the PDP serves.

Please note: sex offenders, seriously mentally ill, medically compromised and juvenile offenders are not eligible for services through this grant.

Phase 1: 45 day Pre- Release Assessment and Planning

The Contractor will work with DOCCS, and the local Re-Entry task force where available, to develop and implement a plan for critical pre and post release services and use an employment matching actuarial tool for assessments. The contractor will conduct on-site (prison) pre-employment and educational groups 2 to 3 days per week, each day comprising 2 program modules; and develop a transition plan that provides employment service engagement immediately upon release.

Phase 2: Post Release – Job Seeking and Placement

The Contractor will be responsible for identifying and developing job placements for employable persons who have completed Phase I and have been released from the PDP. Placements should be made for education and/or training programs where appropriate, and the utilization of Adult Career and Continuing Education Services- Vocational Rehabilitation (ACCES - VR), or other supportive rehabilitative services. The Contractor will be expected to have existing relationships with intermediary employment and training agencies such as the Department of Labor's - One Stop Program, and assist participants through the self directed Safe Service Learning Program.

Phase 3: Retention

The contractor will be responsible for the development of a plan for the placement, educational/vocational, and employment retention support that is tailored to the individual persons currently under community supervision. It will be expected that persons currently under community supervision will continue their educational/vocational and employment plan with the end goal of retaining the job.

To qualify for participation in this grant, the bidder shall understand that they will be responsible for identifying and developing job placement opportunities and educational /vocational training programs for employable persons under Community Supervision. This grant provides persons currently incarcerated and persons currently under community supervision the opportunity to obtain gainful employment, educational/ vocational training, and access to other critical services in their communities. DOCCS expects the bidder to have existing relationships with intermediary employment/training agencies, as well as social services agencies, for the purpose of securing supportive wrap around services.

DOCCS expects to award three (3) individual contracts to qualified community based agencies to provide these services. The contract term will be from June 1, 2013 through September 30, 2014. The Contractor must be able to commence work on June 1, 2013 or upon contract approval.

Service Regions:

Catchment Area I

Hudson PDP has persons currently incarcerated who will return to **Albany, Schenectady, Rensselaer, Greene, Columbia, and adjacent counties. Current bed space is 22*.**

Catchment Area II

Orleans PDP has persons currently incarcerated who will return to **Onondaga, Monroe, Erie, and adjacent counties. Current bed space is 80*.**

Catchment Area III

Edgecombe PDP has persons currently incarcerated who will return to one of the five counties of NYC - **Manhattan, Bronx, Brooklyn (Kings), Queens, Staten Island (Richmond), and adjacent counties. Current bed space is 110*.**

*The bed space is not equally distributed between counties.
Please see Facility Map – Attachment A

II. BACKGROUND AND DEMOGRAPHIC PROFILE

DOCCS is a criminal justice agency responsible for the comprehensive continuum of care from the moment an offender enters the correctional system until he or she successfully completes the required period of community supervision. Release to community supervision from incarceration may occur by discretionary action of the Parole Board, by statutory release based on “good time” credit (conditional release) or in the case of determinate sentences, release to post-release supervision.

The Mission of DOCCS is:

“To improve public safety by providing a continuity of appropriate treatment services in safe and secure facilities where offenders’ needs are addressed and they are prepared for release, followed by supportive services under community supervision to facilitate a successful completion of their sentence.”

On December 31, 2011, there were approximately 38,000 persons currently under Community Supervision in New York State. Of these, 94% are male, 51% Black, 24% Hispanic and 23% White, with a median age of 37 years old. Approximately seven out of ten have a drug abuse history, 80% have attended some high school, and 65% of those able to work are unemployed. The crimes of conviction for 51% of this population involve crimes against persons/violent crimes, 17% involve property/non-violent crimes, 30% involve drug related offenses, and 2% are adjudications as Youthful Offenders or are Juvenile Offenders.

III. SCOPE OF SERVICES

The required Scope of Services is included as *Attachment (B)*. Please review carefully and address all questions in *Attachment (C)* - Proposal Response Questions.

IV. CONTRACTOR SPECIFICATIONS

Each bid must include a list of staff positions, qualifications, and a list of duties for each position. The staff position(s) responsible for overseeing the contracted work at Orleans Correctional Facility, Hudson Correctional Facility, and Edgecombe Correctional Facility must be clearly defined.

All staff listed by the Contractor will be processed in accordance with the provisions of Directive #4750, Volunteer Services Programs (**Attachment H**), **which applies to both traditional volunteers and contractors.**

DOCCS reserves the right to complete background checks on all staff listed by the Contractor and all proposed staff submitted by the Contractor and to reject the services of any individual considered unacceptable by the Department for security reasons or other just cause. Such rejection shall be seen solely in relationship to the correctional institution setting not as a judgment of professional skills. Rejection of an individual is not subject to review nor will the reason(s) for the rejection to be made known to either the individual or the Contractor, except as provided by statute.

Any individual who is hired by the Contractor to work in the Phase I: 45-day (inside DOCCS) Pre-Release Program agrees, by virtue of accepting his/her assignment, to abide by all of the rules and regulations of DOCCS. Specifically, each individual is to be made aware of and agree to the following DOCCS Directives (Attachment I). (Note: Directive #4900 is not included in this RFP; it will be made available to the approved Contractor).

- #2216 Fingerprinting New Employees
- #4936 Search of Department Employees
- #4750 Volunteer Services Programs
- Department Policy on Sexual Abuse of Offenders
- #4900 Security in the Gate Area

It is the responsibility of the Contractor to see that all of their employees are aware of the three Directives cited above and the general rules and regulations of the Department. Copies of the Department Employee Rule Book will be made available to the Contractor.

Employees of the Contractor shall not be considered State employees and, therefore, cannot be afforded normal Civil Service Law Protection. They are, however, afforded certain protections applicable to volunteers as outlined in the above directive #4750, Volunteer Services Program. Should the overall job performance of a contract employee in the Phase I: 45 day (inside

DOCCS) Pre-Release Program fall below the standards considered reasonable by the superintendent of the facility or his/her designee, that contract employee's services may be terminated at any time, upon the approval of the Commissioner of the Department or his/her designee. Such termination will be done in accordance with Directive #4750, Volunteer Services Program.

V. REQUIREMENTS

The proposal must demonstrate:

- A. That the bidder can provide the services to persons currently incarcerated and persons currently under Community Supervision as described in Section III, Scope of Services, in a manner that best meets the needs and operation of DOCCS.
- B. That the program will start on June 1, 2013 or upon contract approval.
- C. That the bidder's background and experience qualifies them to provide these services and that they have the fiscal integrity and organizational structure to support this undertaking.
- D. That the bidder will comply with all required standards and appropriate regulations governing contracts with the State of New York (*Appendix A*).
- E. By entering into this Contract action, Contractor certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such 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 the Contract will be required to certify that it is not on the Prohibited Entities List before DOCCS may approve a request for Assignment of Contract.

During the term of the Contract, should DOCCS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DOCCS 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 DOCCS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

DOCCS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or

assignment of the Contract, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

F Executive Order #38: Pursuant to Executive Order #38 (<http://www.governor.ny.gov/executiveorder/38>), dated January 18, 2012, State agencies are required to promulgate regulations and take any other actions within the agency's authority, including amending agreements with providers, to limit provider administrative costs and executive compensation. Any contract awarded through this RFP will be subject to such regulations and to related requirements.

G. Minority and Women-Owned Business Enterprises (MWBE) Compliance:

New York State Law

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

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in State procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing, and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprise program. The recommendations from

the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOCCS establishes goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises ("M/WBE") and the employment of minority group members and women in the performance of New York State contracts.

Business Participation Opportunities for M/WBE's

For purposes of this solicitation, DOCCS hereby establishes an overall goal of 20% for M/WBE participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBE's and WBE's). A contractor on the subject contract must document "Good Faith Efforts" to provide meaningful participation by M/WBE's as subcontractors or suppliers in the performance of the contract and contractor agrees that DOCCS may withhold payment pending receipt of the required

M/WBE documentation. The directory of New York State Certified M/WBE's can be viewed at: <http://ny.newnycontracts.com>. For guidance on how DOCCS will determine a contractor's "Good Faith Efforts", refer to 5 NYCRR §142.8.

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

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

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

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

DOCCS contracting unit will review the submitted M/WBE utilization plan and advise the bidder of their acceptance or issue a notice of deficiency within 30 days of receipt. If a notice of deficiency is issued, bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the contracting unit, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DOCCS to be inadequate, DOCCS shall notify the bidder and direct the bidder to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on a M/WBE Request Form Waiver (Form M/WBE 102).

Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

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

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

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

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

Equal Employment Opportunity Requirements:

By submission of a bid or proposal in response to this solicitation, the bidder/contractor agrees with all of the terms and conditions of Appendix A including Clause 12 – Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the “Work”) except where the work is for the beneficial use of the contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (1) work, goods, or services unrelated to the contract; or (2) employment outside of New York State.

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

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

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

- H. That the contractor agrees to comply with all the terms and conditions for MWBE as described in Appendix C.
- I. Contractors are also required to register with the Empire State Development, New York State Contract System at <https://ny.newnycontracts.com>.

VI. LEGAL FORMS (Attachment F)

A. ALL providers must complete the following forms and return them with their proposal:

1. Vendor Responsibility Questionnaire

DOCCS recommends that vendors file the required Vendor Responsibility VendRep Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact DOCCS for a copy of the paper form.

2. Non-Disclosure Agreement

DOCCS requires providers to review and sign the attached Non-Disclosure Agreement. This Agreement sets forth the terms and conditions under which providers will treat DOCCS information.

3. Compliance with State Finance Law §139j and §139k - sign and complete attached form.

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 DOCCS staff, unless it is contact that is among certain statutory exceptions as per State Finance Law § 139-k (3) (a). The designated staff is identified in

Section 3 of this RFP. 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 the Department of Corrections and Community Supervision' 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 at:
<http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-j.htm>
and <http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-k.htm>

4. Certificate of Worker's Compensation Insurance

Workers' Compensation Requirements Under WCL §57 - To assist DOCCS in enforcing Section 57 of the Workers' Compensation Law, organizations entering into contracts with DOCCS MUST provide ONE of the following forms:

Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (CE-200); OR,

Certificate of Workers' Compensation Insurance (C-105.2) (the business' insurance carrier will send this form to the government entity upon request) Please Note: The State Insurance Fund provides its own version of this form, the U-26.3; OR,

Certificate of Worker's Compensation Self-Insurance (SI-12) (the business calls the Board's Self- Insurance Office at 518-402-0247); OR,

Certificate of Group Worker's Compensation Self-Insurance (GSI-105.2) (the business' Group Self- Insurance Administrator will send this form to the government entity upon request).

The certificate of exemption, Form CE-200 must only be used to show a government agency that the business is not required to obtain New York State workers' compensation and/or disability benefits insurance. Form CE-200 may not be used to "prove exemption" from workers' compensation and/or disability benefits insurance to another business or that business's insurance carrier.

VII. STIPULATIONS

- A. 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.

- B. If awarded, and contractor is not able to start the program on June 1, 2013, or upon contract approval, DOCCS has the right to withdraw its award. The proposal with the second highest point allocation for said Catchment Area may then be awarded a contract. If there is not a second proposal to award in that Catchment Area, DOCCS has the right to either make an award to the highest scoring proposal in the Catchment Area county with the greatest need (as determined by DOCCS), or not make another award.
- C. DOCCS reserves the right to:
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 an offeror's proposal and/or to determine an offeror's compliance with the requirements of the solicitation.
 19. Require that the bid be signed by a person of the organization authorized to bind the organization to a contract.
 20. The Contractor's facility must meet ADA compliance.

- D. The proposal must be signed by the Chief Executive Officer (CEO) or equivalent 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.
- E. 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.
- F. The CEO or other authorized person of successful bidder will be required to assure compliance with certain provisions required by 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 are encouraged.
- G. Bidder must represent that the services provided are non-secular and provided without regard to religious, ethnic, or gender factor, and do not directly or indirectly favor or foster a single sectarian view or religion. Faith-based bidders must ensure that persons currently under Community Supervision will not be mandated to participate in religious functions.
- H. Bidders who have not been selected 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.
- I. Information regarding current contracts may be requested under the Freedom of Information Law (FOIL). FOIL requests should be submitted to DOCCS Records Access Officer. Specific filing information can be obtained at <https://www.parole.ny.gov/foil.html>. Information may be provided once the entire procurement process has been completed and formally approved by the appropriate state agencies.
- 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.state.ny.us/procurecounc/default.asp> and Office of General Services Procurement Services webpage at: <http://ogs.ny.gov/BU/PC/>.

VIII. FINANCIAL STIPULATIONS AND REQUIREMENTS

A. **Overview:**

Because this is a performance/outcome based program, all potential bidders should understand that payments made to the contractor will be solely based on achievement of performance objectives/milestones. Nevertheless, a budget and supporting narrative must be submitted to demonstrate how the contractor will utilize the anticipated funds earned through the achievement of the milestones specified in Phases 1, 2 and 3 (see Exhibit 1, attached).

B. **Proposal Submissions:**

In *Attachment C*, please provide a budget detail sheet and narrative justification that lines out how the earned funds will be utilized for the entire contract term identified, 6/1/13 – 9/30/14 unless the total amount available is exhausted earlier. Be sure to include all of the required line items and narrative justification and clearly identify the funding required for each phase of the program in the appropriate columns of the budget detail sheet. The contract cost presented shall be all inclusive including, as applicable, but not limited to the following categories: personal service, non-personal service, direct and indirect administrative costs. Narrative justifications should properly reflect each line of the budget detail sheet(s) for each phase of the program proposal. Please include any formulas used to calculate salaries, fringe benefits, non-personal service expenses, indirect costs, and third-party revenue, if applicable. Please note that the submission of third party revenue in the budget proposal is not a requirement of this RFP. In accordance with Executive Order #38, providers will be asked for a complete breakdown of their indirect cost rate upon contract award.

C. **Funding Parameters:**

The funds available to support the three catchment areas expected to be awarded as a result of this RFP are limited as follows:

Catchment Area 1 - \$105,500

Catchment Area 2 - \$204,500

Catchment Area 3 - \$452,000

Additionally, proposals received for each of these catchment areas should outline funding requested for each phase of the proposal. DOCCS will limit reimbursement amounts for each phase of the program as follows:

Phase 1 – 50% or less of the total funds available for each identified catchment area can be reimbursable for phase 1 of the program.

Phase 2 & 3:– 50% or more of the total funds available for each identified catchment area will be reimbursable collectively for phases 2 & 3 of the program.

Any proposals submitted with a budget exceeding the published catchment area limits will be disqualified, without further consideration. Budgets must include the completed detail sheet(s) with indirect costs, if any, identified in the budget narrative/justification.

Please note that if additional funds for this program become available, DOCCS may consider a budgetary increase to the contract for any phase of the contract contingent upon the success of the program and the volume of program participants.

D. Cash Advance:

Generally, not-for profit providers can receive two months of operating expenses as a cash advance; this cash advance is not considered "start-up costs". All cash advances, if allowable, will be recouped in equal increments over months 6, 7, 8, and 9 from the commencement of the contract or at any time in the event that the contract is terminated. Please note that the availability of a cash advance is contingent upon OSC approval and federal guidelines.

E. Claims for Reimbursement/Vouchers for Payment:

As aforementioned, because this contract is performance/outcome based, all claims for payment will be based on participant milestone achievement in accordance with the payment schedule outlined in Exhibit I. The contractor will bill DOCCS monthly for each phase of the program based on participant performance for the previous 30-day period. All claims should be submitted by the 10th day of the following month and will be subject to future audit.

Monthly claims for phase 1 of the program should include only those participants who have successfully completed this phase of the program during the previous 30-day period. Exceptions may be made only for those participants who were in the program for less than the 45 day period or who failed to complete the program within the previous 30-day period. It is in these instances only that the contractor will be paid for participant performance on a per diem basis. Exhibit I, explains the formula for calculating payments that will be made to the contractor for services delivered under this phase of the contract.

Monthly claims for phase 2 and 3 of the program should include only those participants who have successfully completed each phase milestone of the program within the previous 30-day period. Claims for phase 2 & 3 may also include expenses associated with participant testing in regards to the pursuit of a "Food Handlers License" as well as reimbursement for costs associated with participant assistance (i.e. bus passes, interview attire, and grooming aides). Payment for participant assistance will be capped to 5% of the contract amount for phase 2 & 3 of the program. Payments beyond this cap may be considered at the Department's discretion and if funds are available.

In addition to monthly payment claims, the contractor will be required, on a quarterly basis, to submit to their assigned contract manager a budget detail sheet reporting on all actual and necessary expenditures incurred against their contract to date. In instances where actual and necessary expenses against the contract vary significantly from the approved contract budget, the contractor will be asked to submit a budget modification with narrative justification supporting these variances.

Vouchers submitted by the contractor will attest to the accuracy of payment claims and include all information as requested by DOCCS. DOCCS reserves the right to disallow any requests for payment if it is determined that said costs are not actual and necessary.

While DOCCS may consider a budgetary increase to the contract for any phase of the program contingent on its success and the volume of program participants if additional funds for this program become available, DOCCS does reserve the right to close out the contract prior to the agreed upon end date if the total funding awarded to the contractor is expended prior to the contract end date, 9/30/14.

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, by email at epunit@osc.state.ny.us or by telephone 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 by paper check as set forth above.**

Every contractor doing business with the State of New York is required to be a registered vendor with the Office of the State Comptroller's Vendor Management Unit. In order for contracts to be approved and executed by both DOCCS and the Office of the State Comptroller, a contractor must be registered within the State's Financial Management System (SFS). Upon contract award, the contractor must submit a substitute W-9 to DOCCS. This information will allow DOCCS to request the addition of the contractors within the State's Financial Management System. If the contractor is already a registered vendor within the SFS, the contractor shall provide their vendor identification number upon request.

IX. PROPOSAL SUBMISSION

Proposals must be submitted in accordance with the following format:

- A. Response must include all items detailed in Section III, Scope of Services (*Attachment B*). Accordingly, all questions in *Attachment C*, Proposal Response Questions, must be included in no more than 10 (ten) pages, single-spaced.

Each proposal shall be submitted with a cover letter bearing the signature of an official authorized to commit the company to a contract with the Department. **Please prepare proposals with sequentially numbered pages and submit the technical portion in 3-ring binders.**

- B. Submitted proposals must include the documentation identified in the following pass/fail checklist as mandatory (*). Failure to submit any mandatory requirements in the original proposal will result in rejection.

Pass/Fail Checklist - *Mandatory requirements

- ✓ * **Original proposal plus eight (8) copies**
- ✓ * **Signed Proposal Cover Sheet (Attachment)**
- ✓ * **Budget Detail Sheet(s) and Narrative Justification (Attachment E)**
- ✓ * **Ten (10) page single-spaced Proposal Response Questions (Attachment C)**
- ✓ * **State Finance Law §139j and §139k (Attachment F)**

C. Submitted proposals should include the non-mandatory documentation identified below. Note that any missing non-mandatory documentation may result in a reduction of points in response to Attachment C, Proposal Response Questions.

- ✓ Copy of the organization's by-laws, list of Board of Directors and Certificate of Incorporation; if applicable
- ✓ Current Certificate of Occupancy (COO), or equivalent
- ✓ Copy of any applicable licenses
- ✓ Resumes of staff to provide services
- ✓ Copies of any written agreements which demonstrate and support formal linkages
- ✓ Three professional letters of reference
- ✓ Legal Forms (Attachment F)
 - Vendor Responsibility Questionnaire
 - Signed Non-Disclosure Agreement
 - Worker's Compensation Insurance

D. **ANY PROPOSAL THAT IS SUBMITTED LATE OR BY E-MAIL OR FAX WILL NOT BE CONSIDERED.**

X. **EVALUATION PROCESS**

DOCCS will award contracts 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. Awards will go to providers whose proposal provides the **best value** as determined by DOCCS, pursuant to NYS Finance Law §103 1j. This is defined as the most beneficial **combination of quality and costs** for the services being requested. If two offers are found to be equal, price shall be the basis for determining the award recipient. The basis for determining the award shall be documented in the procurement record.

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

Phase I

Phase I will consist of a review of each original proposal to ensure that all mandatory (*) requirements are met. Failure to meet any mandatory requirement in the original proposal will result in a proposal being considered non-responsive and will be eliminated from further

evaluation. All original proposals that meet the mandatory requirements will move to Phase II. Phase I is not scored; it consists of a review for compliance as noted below:

Pass/Fail Checklist - *Mandatory requirements

- ✓ * **Original proposal plus eight (8) copies**
- ✓ * **Signed Proposal Cover Sheet (Attachment D)**
- ✓ * **Budget Detail Sheet(s) and Narrative Justification (Attachment E)**
- ✓ * **Ten (10) page single-spaced Proposal Response Questions (Attachment C)**
- ✓ * **State Finance Law §139j and §139k (Attachment F)**
- ✓ * **Legal forms (Attachment F)**

Phase II

Phase II will consist of an evaluation of the detailed proposal response questions (see *Attachment C – Proposal Response Questions*):

- I. **Agency Summary (15 points)**
- II. **Program Information (40 points)**
- III. **Experience/References (20 points)**
- IV. **Program Performance (20 points)**
- V. **Budget (5 points)**

Phase III

Phase III will consist of an evaluation of your program budget as detailed below:

V. **Budget/Fiscal (5 points)**

Any proposals submitted with a budget exceeding the published Catchment area limits will be disqualified, without further consideration. In addition, programs failing to submit a comprehensive budget proposal, including budget detail sheets, which delineate expenses by program phase, and coinciding budget narratives explaining each line item in the budget, will be disqualified.

The evaluation of the overall cost of each proposal, including, if appropriate, the application of third-party revenue will be performed, as follows:

- 1. The lowest cost/proposal in a Catchment area (factoring in any proposed third-party revenue) will receive 5 points. Other proposals in that area will receive points in direct proportion to the lowest cost proposal in that area.

XI. AWARD ELIGIBILITY/PROCEDURE FOR AWARDING CONTRACTS

Awards will be made to proposals with the highest total point allocation. The total point allocation is calculated by adding the sum of a proposal's score from Phase II and its financial score from Phase III.

Catchment Areas will be evaluated in the following chronological order based on a determination by DOCCS of where the greatest programmatic needs exist:

The evaluation committee will review proposal total scores in the following order and make awards as follows:

- Catchment Area 1 – Award to Highest Scoring Proposal**
- Catchment Area 2– Award to Highest Scoring Proposal**
- Catchment Area 3– Award to Highest Scoring Proposal**

Please note that it is the intent of DOCCS to award three (3) contracts to separate entities with the highest scoring proposal in the Catchment Area above.

XII. RFP SCHEDULE OF DATES:

The following is a schedule of dates that apply to this RFP:

Bidder's Conference:	February 13, 2013
Questions deadline:	February 19, 2013
Answers posted on website:	February 22, 2013
Proposal due date:	March 5, 2013
Notice of tentative award	March 21, 2013 (approximate)
Site visits:	March 26 and 27, 2013
Contract start date:	June 1, 2013 or upon contract approval

Inquiries:

Inquiries related to this RFP shall be submitted in writing, via mail, fax or e-mail to:

Marla Henriquez, Contract Management Specialist I
E-mail: Marla.Henriquez@doccs.ny.gov

Lucretia Bailey, Contract Management Specialist I.
E-mail: Lucretia.Bailey@doccs.ny.gov

NYS Department of Corrections
& Community Supervision
Contract Management Unit
The Harriman State Campus – Building 2
1220 Washington Avenue
Albany, NY 12226 - 2050
Phone: 518 – 436-7886 x 3135

All questions must be submitted in writing, citing the particular proposal section and paragraph number. 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. 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 annexed to and become part of the resultant contract.

NOTE: All contacts are subject to certain restrictions defined in State Finance Law §139-j and k. (See Procurement Lobbying Act, *Attachment F*- Legal Forms.)

DOCCS will conduct a formal mandatory Bidder's Conference on **Wednesday, February 13, 2013**. The conference will be teleconferenced and video-conferenced at DOCCS's Community Supervision Central Office, 97 Central Avenue, Albany; Buffalo Area Office, 460 Main Street, Buffalo; and 92-36 Merrick Boulevard, Queens, NY. Please call the Contract Management Unit at (518) 436-7886 x3135 to confirm your attendance and be advised of the time of the conference. Due to space limitations, only two representatives from each organization may attend the conference.

Regarding this RFP process you may only contact the following DOCCS staff; Ms. Marla Henriquez, Contract Management Specialist I, and Ms. Lucretia Bailey, Contract Management Specialist I. Any questions pertaining to this proposal should be addressed in writing, and e-mailed to doccscontracts@doccs.ny.gov. Questions must be submitted by close of business, Tuesday, **February 19, 2013**. Answers to all questions and a copy of the Bidder's Conference transcript will be posted on DOCCS/Parole website <https://www.parole.ny.gov/rfps.html> by **Friday, February 22, 2013**.

One (1) original and eight (8) copies of completed proposals, with all required attachments and documentation, must be received by **Tuesday, March 5, 2013**. Any proposals received after this time cannot be accepted.

Proposal must be received in a sealed box marked "**Proposal for Bid 2012-05**" and forwarded to:

**NYS Department of Corrections
and Community Supervision
Contract Management Unit
Proposal for Bid 2012-05
550 Broadway
Menands, NY 12204**

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.**

December, 2012

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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, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital 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

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
<http://esd.ny.gov/MWBE/directorySearch.html>

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.

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW**

SECTION 139-D, Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation of partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS	LEGAL RESIDENCE
_____	_____
_____	_____
_____	_____
_____	_____

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME	LEGAL RESIDENCE
President: _____	_____
Secretary: _____	_____
Treasurer: _____	_____
President: _____	_____
Secretary: _____	_____
Treasurer: _____	_____

Exhibit 1 Non-Collusive Bidding Certification-3

Identifying Data

Potential Contractor _____

Address _____

Street

City, Town, etc.

Telephone _____

Title _____

If applicable, Responsible Corporate Officer

Name _____

Title _____

Signature _____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By _____
Name

Name

Title

Title

Address _____
Street

Address _____
Street

City State

City State

APPENDIX C

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES
GUIDELINES AND FORMS**

APPENDIX C

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. Department of Corrections And Community Supervision (DOCCS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("M/WBE 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, to fully comply and cooperate with DOCCS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities ("EEO") for minority group members and women and contracting opportunities for certified minority and women-owned business enterprises ("M/WBEs"). 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, DOCCS hereby establishes an overall goal of no less than 20% for Minority and Women-Owned Business Enterprise ("M/WBE") participation, 10% for Minority-Owned Business Enterprise ("MBE") participation and 10% for Women-Owned Business Enterprise ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by M/WBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: www.esd.ny.gov/mwbe.html.

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

APPENDIX C

- C. Pursuant to 5 NYCRR §142.8, Contractor must document "Good Faith Efforts" to provide meaningful participation by M/WBEs 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 Contractor is found to have willfully and intentionally failed to comply with the M/WBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to DOCCS for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the M/WBE 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. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors 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, termination, and rates of pay or other forms of compensation.
 2. The Contractor shall submit:
 - a) Submit an EEO policy statement to DOCCS with the bid, or
 - b) If Contractor does not have an existing EEO policy statement, the Contractor shall sign and submit the DOCCS M/WBE EEO Policy Statement (See attached), or
 - c) Contractor shall certify and affirm that the test set forth in clause 12 of Appendix A, attached hereto and made a part hereof is Contractor's equal employment opportunity policy.
 3. 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, sex, national origin, 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

APPENDIX C

agency, labor union, or representative will not discriminate on the basis of race, creed, color, sex, national origin, 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 Subsection 3, Subdivisions (a) through (c), and Paragraph "E" of this section, 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. **EEO Staffing Plan - Form EEO 100**

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. Contractors 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. **EEO Workforce Quarterly Compliance Report - Form EEO 101**

Contractor agrees it is responsible for updating and providing notice to 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.

- E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. 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. **M/WBE Utilization Plan - Form M/WBE 100**

- A. Contractor certifies that it has submitted an M/WBE Utilization Plan to DOCCS and will follow such Plan for the performance of M/WBEs on the Contract pursuant to the prescribed M/WBE goals set forth in Section III-A of this Appendix.
- B. Contractor further agrees that a failure to submit and/or use such M/WBE 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 Contractor non-responsiveness.

APPENDIX C

V. Reporting - Form M/WBE 101 – M/WBE Quarterly Compliance and Subcontractor Payment Report

- A. Contractor is required to submit an M/WBE Quarterly Compliance and Subcontractor Payment Report (Form M/WBE 101) to DOCCS by the 15th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the M/WBE goals of the Contract.

VI. Waivers - Form M/WBE 102 – M/WBE Request for Waiver

- A. If the Contractor, after making “Good Faith Efforts,” is unable to comply with M/WBE goals, the Contractor may submit a Request for Waiver form (M/WBE 102) documenting “Good Faith Efforts” by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DOCCS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- B. If DOCCS, upon review of the M/WBE Utilization Plan and updated Quarterly M/WBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, 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 M/WBE Contract Goals.

VII. Liquidated Damages – M/WBE Participation

- A. Where DOCCS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the M/WBE participation goals, Contractor shall be obligated to pay to DOCCS liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 1. All sums identified for payment to M/WBEs had the Contractor achieved the contractual M/WBE goals; and
 2. All sums actually paid to M/WBEs 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 DOCCS, Contractor shall pay such liquidated damages to DOCCS within sixty (60) days after they are assessed by DOCCS unless prior to the expiration of such sixtieth (60th) 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 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

EEO

(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.

(7) This organization will include the provisions of sections (1) through (6) 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.

(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.

(Authorized Representative)

Title: _____

Date: _____

Contact:

NYS Department of Corrections
and Community Supervision
ATTN: Office of Diversity Management
M/WBE Program Management Unit
The Harriman State Campus – Building 2
1220 Washington Avenue
Albany, NY 12226-2050
(518) 485-5806
(518) 485-5772 (Fax)



NEW YORK STATE
DEPARTMENT OF CORRECTIONS
AND COMMUNITY SUPERVISION

STAFFING PLAN
EQUAL EMPLOYMENT OPPORTUNITY

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

Solicitation No.:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Report includes Contractor's <input type="checkbox"/> Contractor's work force to be utilized on this contract <input type="checkbox"/> Contractor's total work force <input type="checkbox"/> Subcontractor's work force to be utilized on this contract <input type="checkbox"/> Subcontractor's total work force Submit completed form to: NYS Dept of Corrections and Community Supervision The Harriman State Campus - Building 2 1220 Washington Avenue Albany, NY 12226-2050 Attention: Office of Diversity Management
Contractor/Subcontractor's Name:		
Contractor/Subcontractor's Address:		
FEIN: _____ Telephone #: _____		

Enter the total number of employees for each classification.

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



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

M/WBE UTILIZATION PLAN

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

Contractor's Name: _____
Address: _____
City, State, Zip Code: _____

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

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

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

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

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

Submit completed form to:
 NYS Dept of Corrections and Community Supervision
 Contract Management Unit
 97 Central Avenue
 Albany, NY 12206

FOR MWBE USE ONLY

REVIEWED BY:

DATE:

UTILIZATION PLAN APPROVED: YES NO Date: _____

Contract No:

Contract Award Date:

Estimated Date of Completion:

Amount Obligated Under the Contract:

NOTICE OF DEFICIENCY ISSUED: YES NO Date: _____

NOTICE OF ACCEPTANCE ISSUED: YES NO Date: _____

Instructions:

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

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

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

ATTACHMENT A

FACILITY MAP



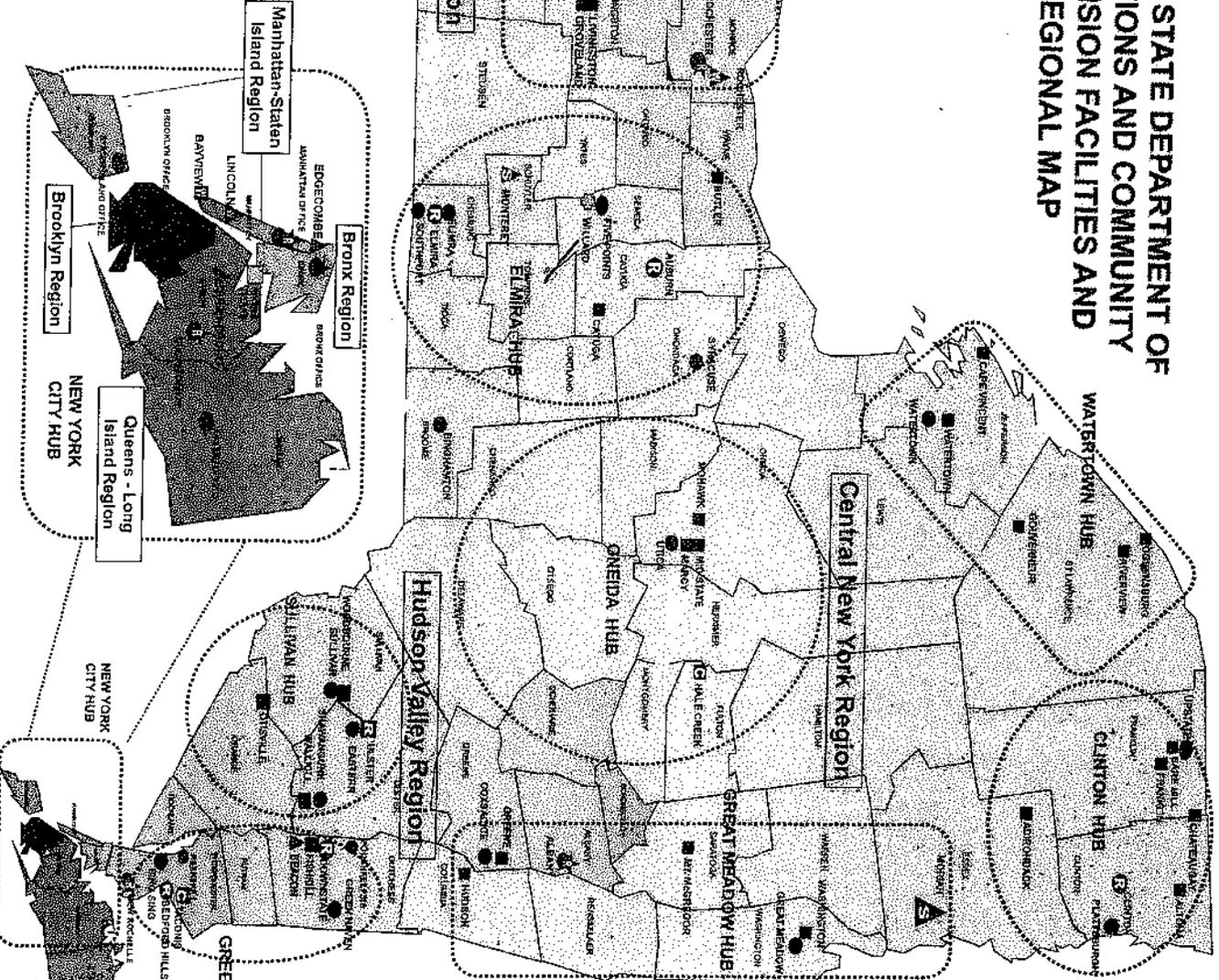
NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION FACILITIES AND REGIONAL MAP

CORRECTIONAL FACILITY LEGEND

- MAXIMUM CORRECTIONAL FACILITIES
- MEDIUM CORRECTIONAL FACILITIES
- ▲ MINIMUM CORRECTIONAL FACILITIES
- Ⓜ DRUG TREATMENT CAMPUS
- Ⓜ RECEPTION CENTERS
- Ⓜ WORK RELEASE
- Ⓜ SHOCK INCARCERATION
- Ⓜ CASAT
- Ⓜ HUBS THAT CONTAIN CORRECTIONAL FACILITIES

COMMUNITY SUPERVISION OFFICE LEGEND

- ★ ADMINISTRATION
- Ⓜ AREA / REPORTING OFFICE
- Ⓜ RIVERS ISLAND
- Ⓜ REGIONAL ADMINISTRATION OFFICE
- Ⓜ REGIONAL COLORS CONTRAIN COMMUNITY SUPERVISION FIELD OFFICES



● **MAXIMUM SECURITY**

- ATTICA
- ALBURN
- BEEFORD HILLS (FEMALES)
- CLINTON (ARMED)
- COXSACKIE
- DOWNSTATE
- EASTERN
- ELMIRA
- FIVE POINTS
- GREAT MEADOW
- GREEN HAVEN
- SHAWANGUNK
- SING SING
- SOUTHPORT
- SULLIVAN
- UPSTATE
- WENDE

■ **MEDIUM SECURITY**

- ALBIONDAK
- ALBION (FEMALES)
- ATONA
- BARE HILL
- BAVVIEW (FEMALES)
- BUTLER
- CAPE VINCENT
- CARTOGA
- CHAUTEAUGAY
- COLLINS
- FISHKILL
- FRANKLIN
- GOUVERNEUR
- GWANDA
- GREENE
- GROVELAND
- HALE CREEK
- HUDSON
- LIVINGSTON
- MARCY
- MID-STATE
- MONTAUK
- MT. AGENGOR
- ODDENSBURG
- ORLEANS
- OTISVILLE
- RIVERVIEW
- TACONIC(FEMALES)
- ULSTER
- WALLKILL
- WASHINGTON
- WATERGTON
- WOODBOURNE
- WYOMING

▲ **MINIMUM SECURITY**

- BEACON (FEMALES)
- EDGECHORSE
- LANCEVIEW SHOCK (FEMALES)
- LINCLEN
- MONTNEY SHOCK
- MORIAN SHOCK
- QUEENSBORO
- ROCHESTER

Ⓜ **DRUG TREATMENT CAMPUS**

WILLARD (FEMALES)

Queens-Long Island Region

ATTACHMENT B

SCOPE OF SERVICES

ATTACHMENT B
NYS Department of Corrections and Community Supervision
Second Chance Act – Adult Offender Recidivism Reduction Project

SCOPE OF SERVICES

It shall be understood by all parties that persons under community supervision will remain under the jurisdiction of NYS Department of Corrections and Community Supervision (DOCCS). DOCCS will retain any necessary responsibility and authority over persons under community supervision and those under community supervision that are participants of any of DOCCS Parole Diversion Programs for violators. DOCCS will provide monitoring and accounting of the contract and administration of the program, ensuring that the required employment services are provided to participants. This will include periodic on-site program reviews and monthly reporting back to DOCCS.

The Contractor must designate an administrative liaison for the program and fiscal management of the contract. DOCCS will designate a Contract Manager on the local level to coordinate and manage the involvement between DOCCS and the provider(s).

The Contractor shall furnish the necessary facilities, equipment, and personnel to provide the required employment services, as outlined in contract, both at DOCCS Parole Diversion Program Facility, and in the community.

Contract objectives and performance measures are delineated in the Performance Measures section of this document, and will be utilized to evaluate Contractor performance throughout the term of the contract period.

1. ADMINISTRATION

The Contractor must have a written policy and procedure manual for staff providing program operation and control standards of conduct. All program rules and regulations must be subject to the approval of DOCCS and must clearly reflect and be consistent with DOCCS' policies regarding community supervision.

1. The Contractor must attend and participate in meetings with DOCCS staff and other contractors for the purpose of training, technical overview of performance under this contract, problems encountered and recommendations for program improvement.
2. The Contractor agrees that coordination requires the following:
 - a. Participation in a multi-disciplinary County Re-Entry Task Force(CRTF) where applicable or a County Steering Committee; and
 - b. Ensure a seamless transition of services from pre-release to post-release, including pre-release coordination of job training programs, ensuring that employment-based soft skills training is provided in pre-release and post-release programs; and

- c. Sharing of applicable data/information with DOCCS necessary to document and evaluate performance under offender re-entry initiatives.
 2. The Contractor agrees that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction or proselytization. If the Contractor refers participants to or provides a non-federally funded program or service that incorporates such religious activities, then:
 - a. Any such activity must be voluntary for program participants.
 - b. Program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-federally funded program or service that incorporates inherently religious activities is deemed part of the critical treatment or support provided for program participants, the Contractor agrees to identify and refer participants who object to the inherently religious activities of such program or service to, a comparable secular alternative program or service.
 3. The DOCCS Commissioner or his designee must have immediate access to participants and all records pertaining to participants. The Contractor agrees to cooperate with any assessment, national evaluation efforts, or information/ data collection requests, including but not limited to, the provision of any information required for the assessment and evaluation of any activities within the scope of this grant. The Contractor agrees to participate in a data collection process measuring program intake and outcomes. The Office of Justice Programs (OJP) and DOCCS Research Division will outline the data elements for this process. Non-compliance with this section could result in the immediate termination of the contract.
 4. The Contractor must comply with financial and administrative requirements set forth in the current edition of the OJP Financial Guide and DOCCS, as required, on a quarterly basis.

2. PERSONNEL

1. The Contractor must demonstrate minimum staff requirements that will support program implementation. Required minimum staffing includes:
 - a. Employment Specialist who is capable of conducting pre-release employability assessments, pre-release / post-release workshops, individual employment planning, and job development activities. The Employment Specialist must have a full knowledge of the employer market, including tax credits, Federal Bonding Program and other training resources.
 - b. Clerical support staff to monitor and track referrals, enrollment, participant files, reports.

- c. Staff designated specifically to go to the designated PDP to conduct pre-release employment skills development groups, resume writing, and soft skills development. Staff participation at the PDP will be two (2) to three (3) days per week, each comprising two program modules, depending on participant volume.
2. The Contractor must maintain written job descriptions and resumes, which accurately describe current duties for all personnel performing services under this contract. The job description must be given to DOCCS and employee staffing should reflect the diversity of the client population.
3. Contractor's hiring of all program staff is subject to prior approval by DOCCS. No individual who might bring into question the competence or integrity of the Contractor's services will be employed. Contractor employees are forbidden to engage in activities which are criminal in nature. Contractor's staff will be required to participate in DOCCS Volunteer Service Orientation as described in Directive #4750.
4. In order to assure that staff is free from any health problem that may impact their ability to perform their job duties or pose a risk to program participants, all staff will be required to have an annual physical exam including a tuberculosis test. Documentation will be requested at a later date.
5. All employees of the Contractor who are hired specifically to meet the mandates of this contract will abide by the DOCCS Volunteer Service Program Directive #4750 (See Attached).
 - a. No contractor employee will fraternize with any program participant except in a professional working relationship that will advance the goals of the Contractor's program. Specifically, staff will not accept any personal tangible or non tangible gift, favor or service from a program participant for themselves or members of their family. Any attempted or actual violation will be reported by the staff to the Director of the program. Additionally, staff will not give gifts, favors or services to program participants, their families or associates. Any violations will be reported by the Contractor to DOCCS.
 - b. No Contractor employee will enter into any personal or business relationship with program participants.
 - c. No Contractor employee will have contact with program participants outside the scope of activities and duties of their employ by the Contractor.
 - d. The Contractor will notify all employees of the Standard of Conduct per the DOCCS Employee Manual. Each Contractor employee will sign and

date a written Standards of Employee Conduct Agreement, a copy of which will be maintained in the employee file.

6. Contractor's program staff must, in the rare instance when deemed necessary by DOCCS provide testimony and supporting documentation at revocation proceedings.

3. FACILITY

1. The Contractor must have a safe and adequate location in the community. The Contractor must have adequate infrastructure, including office space, rooms to run groups, and appropriate equipment, to comply with the goals of the program. To ensure this, the program must be able to provide services to offenders and be geographically located in proximity to the Parole Diversion Program facilities and corresponding counties.
2. Employment opportunities must be accessible by public transportation where such is available.
3. The Contractor must have a current Certificate of Occupancy (COO). The facility must be clean, sanitary, safe and suitable for the comfort of the participants, and must have, as appropriate:
 - a. Adequate space for conducting group activities, lectures, and instructional/educational equipment, as needed.
 - b. Interior fire alarm system with sound and light sufficient to alert all occupants. Such system must be maintained in operating conditions.
 - c. A smoke detector that emits a distinctive signal and activates the fire alarm system. Emergency personnel phone numbers will be posted conspicuously.
 - d. Sufficient fire extinguishers of appropriate size and type with a tag showing the latest recharging date. Extinguishers must be conspicuously located where they will be readily accessible and immediately available in the event of fire.
 - e. Exit signs of legible letters not less than 6 inches high and ¾ inch wide strokes, on contrasting backgrounds. Illuminated exit signs of same size letters, are required in places of assembly and at exits.
 - f. Adequate lighting and ventilation.
 - g. Emergency lighting must have sufficient capability to provide for the safe evacuation of the building.

- h. Emergency evacuation procedures and routes will be posted conspicuously in bold print on contrasting backgrounds.

4. COMMUNITY SUPERVISION:

- a. Each participant is, as required by State Law, under the supervision of a Parole Officer at all times. Parole Officers will provide supervision as required by DOCCS directives.
- b. All job placements will need to be approved by the Parole Officer prior to employment to assure there is no conflict with the conditions of supervision.
- c. The Parole Officer has the right to visit the program site(s) to interview participants at any reasonable time and at other times when necessary. Additionally, Parole Officer must be given immediate access to all records pertaining to each participant's progress in the program.
- d. The Parole Officer and the Contractor must work together to provide coordinated service (s) and supervision of participants, and will conference, at a minimum, on a monthly basis to conduct case review, or more frequently if needed. These conferences may take place in person, telephone or E-mail. Progress notes on these sessions must be recorded in the case record by the Contractor and in the Case Management System by the Parole Officer.
- e. Any violation of the contract standards as delineated in the Scope of Service or violation of Contractor employee conduct noted by the Parole Officer will be reported to the Senior Parole Officer who will then notify the Contract Manager for appropriate action.

5. PURPOSE-CAPACITY BUILDING

1. Demonstrate a collaborative strategy to build local capacity and lead the implementation of program goals in the catchment areas by:
 - a. The Contractor will demonstrate an understanding of the employment conditions in the geographic catchment areas. These may include but are no limited to:
 - Unemployment rates
 - Employment programs
 - Vocational and education programs
 - Transportation access
 - Industry trends
 - b. The Contractor will develop and deliver an array of employer incentives through demonstrated outreach and marketing techniques to enhance offender employment.

- c. The Contractor will educate employers about financial incentives such as the Federal Bonding Program, Work Opportunity Tax Credit, and any other programs which would enhance the prospective employment of the individual to the employer. The Contractor will determine which industries and employers are willing to hire these employees. The Contractor should have the ability to coordinate and match the participant with the specific skills needed for each job.
- d. The Contractor must work with the CRTF, where applicable, or a multidisciplinary advisory group to coordinate continued community-based employment services in the catchment area.
- e. The Contractor will demonstrate knowledge of and working engagement with ACCES- VR services. The Contractor must be familiar with the Human Service Delivery System in their respective counties to advise persons currently incarcerated and returning to the community of locations enabling applications and needed documents for employment, such as birth certificates, social security cards, and community supportive services to be obtained. The Contractor will provide funds for obtaining employment required documentation, identification and certification where applicable.
- f. The Contractor must provide those identified as job seeking, education and training participants with transportation bus/carfare assistance for the purpose of maintaining their appointments.

6. **PROGRAMMING**

Phase 1: 45 day Pre- Release Assessment and Planning

1. The Contractor will work with DOCCS, and the local Re-Entry task force (CRTF), where applicable with the purpose of completing the following:
 - Development and implementation plan for critical pre and post release services.
 - Conduct on-site (prison) employment and educational groups 2 to 3 days per week, each day comprising 2 program modules.
 - Develop a case plan that provides employment service engagement immediately upon release.
 - Use an employment matching actuarial tool for assessments.
 - Work with partners to expand membership of advisory group with the purpose of service provision, including the development of a process that will include the input from members of the business and nonprofit community
2. The Contractor must conduct a pre-release interview no later than five (5) working days from referral. The interview will include the use of an employment assessment instrument. The assessment instrument will effectively develop a comprehensive profile of the offender matching their employability and job readiness with the appropriate employment program. It is expected that the Contractor will conference the outcome

with DOCCS and other partners. The plan will be prepared with the Offender in participation with the Offender Rehabilitation Coordinator (ORC) within 14 days of the assessment. The plan, at a minimum, will include:

- a. Goal setting for immediate employment
 - b. Assistance with application for vocational and/or educational programming
 - c. Identification and addressing barriers to entering the workforce, such as language fluency, transportation, child care, chemical dependency, and any physical or learning disabilities.
 - d. Mandated Parole release conditions as they relate specifically to employment opportunities and/or limitations;
 - e. The identification of potential employers with a brief description of their businesses.
 - f. All offenders will have a completed computer generated resume prior to release
 - g. A programming component wherein every participant will participate in the areas of employment and cognitive behavioral group treatment. This pre-release programming will involve two to three weekly sessions in the correctional facility.
3. The Contractor will submit a curriculum which should include soft skills training, resume development, interview skills, a general overview of community resources related to employment services, and available vocational /educational programs. Contractor will also submit description of services, which support job retention. Applicants may use Office of Justice Programs web site to review information about evidence-based programs in criminal justice.
 4. The Employment/Vocational/Educational Plan will be shared with the Parole Officer within twenty-five days (25) prior to release from PDP.

Phase 2: Post release

1. Upon engagement with the program in the community, a participant employment assessment will be utilized to assist with matching participant to appropriate job placement, vocational and/or educational programming.
2. The Contractor will be responsible for identifying and developing job placements for employable offenders who have been released from the PDP. Placements should be made for education and/or training programs where appropriate, and the utilization of Adult Career and Continuing Education Services- Vocational Rehabilitation (ACCES - VR), or other supportive rehabilitative services. The Contractor will be expected to establish relationships with intermediary employment and vocational training.

3. Every participant will participate in post-release orientation and programming in the areas of: Education, Employment and Training. The provider will run Work Readiness training from groups weekly until placement is obtained. The session will be provided to the parolee within 10 days of release. It is expected that individuals will participate in the programming until employment is obtained.
4. These sessions will be used for; orientation, work readiness groups, job retention groups, vocational/educational exploration.

Phase 3: Retention

1. The contractor will be responsible for the development of the following:
 - a. A plan for placement, retention, educational/ vocational /employment retention support that is tailored to the individual offender. It will be expected that offenders will continue their employment/educational/vocational plan with the end goal of sustainability.
2. The Contractor will provide on-going support to employers and parolees by:
 - a. Conducting bi-weekly contacts with the work sites which includes in person visits and/or phone contacts.
 - b. Communicating all site visit outcomes to Community Supervision staff immediately.
 - c. Developing a 6 to 9 month retention support program based on the individual need of the participant. (Retention Support will include technical and soft skills development specifically designed to enhance retention such as communication skills, conflict resolution and basic computer skills.)
3. The Contractor will provide milestone incentives assistance where appropriate (bus passes, interview attire, grooming aides, etc.).

7. REPORTING AND PERFORMANCE MEASURES

1. The Contractor will be required to cooperate with the provision and collection of all information as required by DOCCS to ascertain compliance with the contract.
2. The Contractor will be required to cooperate with the contracted DOCCS independent evaluator and internal research unit.
3. The Contractor will submit a monthly report to the DOCCS Contract Manager delineating how the program has met goals and requirements established in the scope of services. The Contractor will keep Pre and Post Release Outcomes for each participant as follows:

a. **Pre-Release Performance Outcomes:**

1. Employment Readiness Assessment 5 days from referral:
Employment/Vocational/Educational Plan;
2. Develop of a soft skills curriculum to include a program Orientation, Soft Skills Training;
3. Obtainment of social security cards, birth certificate and photo identification;
4. Preparation of a 14 day plan outlining milestones and goals;
5. Resume completion;
6. Client Matching Employment/Vocational/Educational/outreach of resumes;
7. Preparation of a 25 day plan outlining milestones and goals;
8. Linkage to community resources for post release services consistent with milestones and goals; and
9. Linkage to Food service related licensure program

b. **Post-Release Performance Outcomes Phases 2 and 3**

1. Six (6) to nine (9) month post release plan delineating milestones and goals for employment or vocational/educational
2. Participation in work readiness groups, job search and/or education/vocational programming
3. Placement in employment/vocational or training programs
4. Weekly site visit for retention support
5. Development of an Incentive Plans designed to support assistance where appropriate.
6. Retention
 - a. 30 days
 - b. 90 days
 - c. 120 days
 - d. 180 days

4. The contractor will provide relevant data to comply with the Government Performance and results Act of 1993 (GPRA)

a. **Percentage of participants programmed successfully:**

1. Number enrolled in pre-release
2. Number of participants who complete pre-release
3. Number of participants who are enrolled in post release
4. Number of participants who completed post release services

b. **Percentage of unsuccessful program exits**

1. Number of enrolled participants
2. Number of participants no longer in the program due to failure to meet program requirements.
3. Number of participants no longer in program due to court or criminal involvement.
4. Number of participants no longer in the program due to a lack of engagement.
5. Number of participants who did not complete the program due to absconding.

6. Number of participants no longer in the program due to relocating or transfer.
7. Number of participant no longer in the program due to illness, death, or discharge from community supervision.

PERFORMANCE MATRIX

Pre-Release Performance Outcomes Phase 1:

<u>Performance Expected</u>	<u>Time Frame</u>	<u>Outcome Measure</u>
Employment Readiness Assessment	5 days from referral	Employment/Vocational/Educational Plan
Program Orientation	5 days subsequent to assessment	Program Overview completed
Soft Skills Training/Client Engagement	30 days	Enhanced skills as a result of 20 hours of instruction Certificate of completion
Interviewing Skills	30 days	Mock interviews Certificate of completion
Resume	30 days	Offender leaves facility with working resume
Client Matching	30 days	Employment/Vocational/Educational Outreach resumes/letters sent
Outreach for Employment	45 days	Referrals and appointments for interviews with Employers or vocational/educational services

Post-Release Performance Outcomes Phases 2 and 3

<u>Performance Expected</u>	<u>Time Frame</u>	<u>Outcome Measure</u>
Employment/Vocational/Educational Assistance/Training/Orientation	14 days	Orientation Completed
Job Development Search and Advocacy Support Group	60 days twice a week	Employment/Vocational/Educational Placement and Support
Initial Job Placement	30 days	Minimum 20 hours per week Paystubs
Initial Vocational/Educational Placement	30 days	Certificate of Completion
Retention/Advancement Support Group	60 days -- twice a month	Work Retention/Support
Retention Incentives Provided	30 days	Sustained Employment/Continued Enrollment
Retention Incentives Provided	90 days	Sustained Employment/ Continued Enrollment
Retention Incentives Provided	180 days	Sustained Employment/ Continued Enrollment

ATTACHMENT C

PROPOSAL RESPONSE QUESTIONS

ATTACHMENT C
PROPOSAL RESPONSE QUESTIONS
Second Chance Act- Adult Offender Recidivism Reduction

Proposals that are advanced to Phase II will be scored pursuant to the information provided herein.

Instructions: Provide succinct responses in no more than 10(Ten) pages total, to the following questions. Do not attach any documents or attachments not requested by the RFP. Simply answer the questions in the clearest, most direct manner possible. Please note that the RFP reviewers will not read or evaluate any information contained in those pages that exceed the 10-page limit.

A. AGENCY SUMMARY

(15 POINTS)

1. Describe your agency's mission, organizational structure, staffing plan (without salary lines) and experience as a service organization focusing on the provision of employment services. (4 points)
2. Indicate the location and ownership of the site where services are to be provided, and available public transportation. (2 points)
3. State, who will be responsible to manage the proposed program. Briefly describe required qualifications and provide job descriptions for staff that will be assigned to the program. Attach resumes and written job descriptions and qualifications of staff that will be assigned to provide services. (5 points)
4. Delineate the outstanding features and accomplishments of your program that distinguish your agency from other comparable programs. (4 points)

B. PROGRAM INFORMATION

(40 POINTS)

1. Describe your ability to meet the Scope of Services. What programmatic features and services would you provide to achieve the goals of the Department's program? Describe your proposed program components offered on-site as well as those coordinated with outside service providers, and the process you employ to implement a coordinated program plan for each participant (12 points)
2. Describe staff ability to successfully interact with the diverse target population to be served in the program, community members and DOCCS staff. Demonstrate knowledge of the legal bars to employment, knowledge of Targeted Tax Credits and Federal Bonding Program. (5 points)
3. Describe how you will develop formal linkages with community employment providers, and how you propose to coordinate with these providers to ensure

participation in services and accomplishment of program goals. If you have linkages with employers in place, specify with whom and if not, with whom do you propose to establish linkages? (6 points)

4. Indicate what steps your agency will take to implement this program, prepare for case referral/placement and coordination with the DOCCS. Please provide a detailed timeline of these actions. Will the program be ready to service clients on the first day of the contract? (6 points)
5. Describe your organization's proposed curriculum for pre and post release work with target population. (11 points)

C. EXPERIENCE/REFERENCES

(20 POINTS)

1. Describe your agency's employment placement experiences, special certifications i.e.: Safe Serve and any current services of a similar nature being provided to other criminal justice agencies. Include experience in developing resumes and conducting soft skills training. (5 points)
2. Describe your agency's experience in identifying community linkages within your county and adjacent counties as it relates to employment referrals and ancillary services. In addition to community placements of criminal justice populations released from Correctional settings to the community. Provide copies of any written agreements which demonstrate and support formal linkages with the local Department of Social Services, ACCES/VR and County Reentry Task Force and other ancillary community providers. Include linkages to employment opportunities in other counties in the catchment area. Describe your experience with assisting participants in food handling certification programs. (11 points)
3. Attach three professional letters of recommendation. Letters should be on official letterhead and include name, address and phone number. Letters may not be from DOCCS employees, elected officials or your own board members. (4 points)

D. PROGRAM PERFORMANCE

(20 POINTS)

1. Provide the following information concerning the operation of your program or a realistic projection of your proposed program operation. For ongoing programs, specify the timeframe on which the data is based and whether criminal justice clients are being served.
 - o Average Retention Rate for initial job placements.
 - o Enrollment Rate for referrals to the program.
 - o Average Length of Time to initial job placement.
 - o Average Wage at initial placement.
 - o Typical occupations of initial placements.

- Overall Program Completion Rate for program enrollees.
 - Placement Rate for program completions in job placements, education program, or vocational/skills training program. (7 points)
2. Describe how your organization will periodically assess program performance and how such assessments will be used to improve services and coordination with the DOCCS. (4 points)
 3. Describe the methods you will employ to maximize participation, match participants with appropriate employment opportunities, and foster successful completion by clients enrolled in the program. (4 points)
 4. Describe your agency's ability to provide both comprehensive program reports and individual progress reports electronically, for example, hardware and software you currently utilize, Include samples of reports that you typically generate and data collection forms that you utilize. Describe how your agency will supply DOCCS with all required performance measures on a monthly and quarterly basis. (5 points)

E. BUDGET/FISCAL

(5 POINTS)

1. Budget Detail Sheet and Budget Narrative/Justification Overview

In *Attachment C*, please provide a budget detail sheet and narrative justification that specifically lines out the funding required to support your program for the entire contract term identified, 6/1/13 – 9/30/14. Be sure to include all of the requested line items and narrative justification and clearly identify the funding required for each phase of the program in the appropriate columns of the budget detail sheet. The contract cost presented shall be all inclusive including, as applicable, but not limited to the following categories: personal service, non-personal service, direct and indirect administrative costs. Narrative justifications should properly reflect each line of the budget detail sheet(s) for each phase of the program proposal. Please include any formulas used to calculate salaries, fringe benefits, non-personal service expenses, indirect costs, and third-party revenue, if applicable. Please note that the submission of third party revenue in the budget proposal is not a requirement of this RFP.

2. Funding Parameters:

The funds available to support the three catchment areas expected to be awarded as a result of this RFP are limited as follows:

Catchment Area 1 - \$105,500
 Catchment Area 2 - \$204,500
 Catchment Area 3 - \$452,000

Additionally, proposals received for each of these catchment areas should outline funding requested for each phase of the proposal. Please note that DOCCS will limit reimbursement amounts for each phase of the program as follows:

Phase 1 – 50% or less of the total funds available for each identified catchment area can be reimbursable for phase 1 of the program.

Phase 2 & 3:– 50% or more of the total funds available for each identified catchment area will be reimbursable for phase 2 & 3 of the program.

Any proposals submitted with a budget exceeding the published catchment area limits will be disqualified, without further consideration. Additionally, if your proposal's required budget detail sheet(s), which delineate expenses by program phase, and/or budget narrative/justification explaining each line item in the budget are not included in your bid submission your proposal will be disqualified.

3. Budget Narrative Guidelines

As a guideline, the Budget Narrative should explain, at a minimum, the following categories for each phase of the program proposal:

1. Personnel Services Expenditures: Title, Percent to Department's, and responsibilities;
2. Fringe Benefits;
3. Contractual/Consultant Services;
4. Real Estate: Square Feet and cost to Department;
5. Travel Expenses;
6. Supplies and Materials;
7. Equipment,
8. Indirect Costs

4. Budget Evaluation

Again, any proposals submitted with a budget exceeding the published catchment area limits will be disqualified, without further consideration. Additionally, if your proposal's required budget detail sheet(s), which delineate expenses by program phase, and/or budget narrative/justification explaining each line item in the budget are not included in your bid submission your proposal will be disqualified.

In regards to the budget evaluation, the lowest cost/proposal received in a Catchment area (factoring in any proposed third-party revenue) will receive 5 points. Other proposals in that area will receive points in direct proportion to the lowest cost proposal in that area.

ATTACHMENT D

PROPOSAL COVER SHEET

ATTACHMENT D

NYS DOCCS RFP 2012-05
Second Chance Act – Adult Offender Recidivism Reduction Project

PROPOSAL COVER SHEET

Bidder's Legal Name: _____

Contact Person: _____

Business Address: _____

Phone: _____

Website Address: _____ E-Mail Address: _____

Charity Registration #: _____ Federal Id #: _____

Catchment Area/County Proposed: _____

Total Number of Beds Proposed: _____

Proposed Program Site Address: _____

Phone: _____

Amount Requested for Program: _____

Submitted By:

Name and Title of Authorized Official: _____

Signature of Authorized Official: _____

Date: _____

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

Completed and submitted the following:

Mandatory Requirements (*) - Pass/Fail Checklist:

- *Original proposal plus eight (8) copies
- *Signed Proposal Cover Sheet (Attachment D)
- *Budget Detail Sheet(s) and Narrative Justification(s) (Attachment E)
- *Ten (10) page single-spaced Proposal Response Questions (Attachment C)
- *State Finance Law §139j and §139k (Attachment F)

Non-Mandatory Documentation:

- Copy of organization's by-laws, list of Board of Directors and Certificate of Incorporation; if applicable
- Current Certificate of Occupancy (COO) or equivalent
- Copy of any applicable licenses
- Resumes of staff to provide services
- Proof of extermination services performed within the previous six (6) months
- Copies of any written agreements which demonstrate and support formal linkages
- Three professional letters of reference
- Legal Forms (Attachment F):
 - Vendor Responsibility Questionnaire - Check one of the following:
 - A Vendor Responsibility Questionnaire has been filed online and has been certified/updated within the last six months.
 - A Vendor Responsibility Questionnaire is attached to this bid/proposal.
 - Signed Non-Disclosure Agreement
 - Worker's Compensation Insurance

Checklist complete – Bidder's Name: _____

Signature: _____

ATTACHMENT E
PROGRAM BUDGET

ATTACHMENT E

**NYS DOCCS RFP 2012-05
SCA RECIDIVISM REDUCTION PROJECT**

PROGRAM ANNUAL BUDGET

Please utilize the following budget categories to provide information on the cost of your proposed program by phase for the entire contract duration. Indicate on this sheet or attach a listing of positions to be funded, salary, full or part-time, seasonal, etc. Also include sub-object detail on all non-personal service totals and all third party revenue projections if applicable. You may use your own spreadsheet, but it must include all of the required information that is outlined below and required in Attachment C. Narrative justification must be included and submitted as a separate word document.

PROGRAM NAME:
CATCHMENT AREA:

CATEGORY	Phase 1	Phase 2 & 3	Total Contract BUDGET 6/1/13-9/30/14
TOTAL PROGRAM BUDGET			
PERSONNEL SERVICES <i>(list positions and % time, if applicable)</i>			
Salaries			
-			
-			
-			
-			
-			
-			
-			
-			
-			
Sub-Total Salaries			\$
Fringe Benefits			
-			
-			
-			
-			
-			
-			
Sub-Total Fringe Benefits			\$
TOTAL PERSONNEL SERVICES			\$
Other Than Personnel Services			
Contract Services			
-			
-			
-			
-			
-			
-			
-			
Sub-Total Contractual Services			\$
Space Costs			
-			
-			
-			
-			
-			
-			
-			
Sub-Total Space Costs			\$
Supplies			
-			
-			
-			
-			
-			
-			
-			
Sub-Total Supplies & Materials			\$
Equipment Purchase			
-			

EXHIBIT 1 - PAYMENT SCHEDULE

The following are the ACTUAL payment schedules for the term of the contract. Payments under this contract will be performance/outcome based and made to the contractor according to the following schedule. The contract will be compensated for inmates/releases who achieve the milestones listed, according to the terms described in the RFP.

PHASE 1 - PARTICIPANTS LOCATED IN PAROLE DIVERSION PROGRAM (SECURE FACILITY)*	PHASE 2 - NON-SERVICEABLE PARTICIPANTS RELEASED TO THE COMMUNITY (OUTSIDE CATCHMENT AREA)*	PHASE 2 & 3 - SERVICEABLE PARTICIPANTS RELEASED TO THE COMMUNITY (WITHIN CATCHMENT AREA)*	PHASE 2 & 3 - Food Handler Program/Participant Assistance**
PRERELEASE ASSESSMENT & PLANNING - \$300 per participant	SERVICES & INITIAL PLACEMENT- \$ 60 per participant	SERVICES & INITIAL PLACEMENT - \$60 per participant 60 DAY RETENTION - \$150 per participant 90 DAY RETENTION - \$90 per participant	TESTING - Reimbursement will be Based on the Actual Cost Per Individual Test PARTICIPANT ASSISTANCE -- Reimbursement will be Based on Actual Costs Per Individual (i.e. bus passes, interview attire, and grooming aides)
TOTAL MAXIMUM POSSIBLE - \$300 Per Participant	TOTAL MAXIMUM POSSIBLE - \$60 Per Participant	TOTAL MAXIMUM POSSIBLE - \$300 Per Participant	TOTAL MAXIMUM POSSIBLE - Actual Cost Per Individual Test/Participant Assistance

1. Appropriate documentation for Phase 1, 2, and 3 of this program must be submitted to the contract manager with the current month voucher. Claims submitted without appropriate documentation will be rejected.
2. The total reimbursement allowable for each phase of this contract is capped as follows:
 - a. Phase 1: Total reimbursement for phase 1 is capped at the budgeted contract amount & shall not exceed 50% of the total contract award.
 - b. Phase 2 & 3: Total reimbursement for phases 2 & 3 collectively is capped at the budgeted contract amount & shall not exceed 50% of the total contract award.

*Please note that for phase 1 of this program the payment schedule presented assumes all participants will complete the 45 day parole diversion program. However, for those participants who are in the program for less than 45 days or who fail to complete the program, the provider will be reimbursed at a per diem rate of \$6.50 per participant. In addition, for phases 2 & 3 of the program the payment schedule presented assumes all participants will meet each completion benchmark. However, for those participants who are in the program for less than the indicated time period for each benchmark the provider will be reimbursed at a per diem rate of \$3.00 per day for the Services and Initial Placement Component; \$5.00 for 60 day Retention; and \$3.00 for 90 day retention.

**Participant assistance is not to be considered as an incentive for program participation or as a participant stipend. Payment for participant assistance will be capped to 5% of the contract amount for phase 2 & 3 of the program. Payments beyond this cap may be considered at the Department's discretion and if funds are available.

ATTACHMENT F

LEGAL FORMS

STATE FINANCE LAW

VENDOR RESPONSIBILITY QUESTIONNAIRE

NON- DISCLOSURE AGREEMENT

WORKER'S COMPENSATION INSURANCE

PROCUREMENT LOBBYING CERTIFICATION

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

Procurement Lobbying information can be accessed at:

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

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

By: _____ Date: _____

Name: _____ Title: _____

Contractor Name: _____

Contractor Address: _____

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

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

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

Offerer Certification:

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

By: _____ Date: _____

Name: _____ Title: _____

Procurement Lobbying Termination

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

VendRep System Checklist

Steps to Start & Effectively Use the VendRep System

Use this checklist to ensure that all required steps are complete when enrolling your Business Entity in the Office of the State Comptroller (OSC) Online Services, which will allow you to complete and certify an online vendor responsibility questionnaire on the New York State VendRep System. It may be helpful to print this checklist.

Description	Complete
<p>Step 1. Enroll in the OSC Online Services</p> <p>Go to https://portal.osc.state.ny.us/wps/portal and click "Enroll Now." To enroll in OSC Online Services you will need:</p> <ul style="list-style-type: none"> • Vendor Name: Legal Business Name • Vendor ID: New York State Vendor Identification Number <p><i>Note: The Vendor ID is <u>not</u> the Taxpayer ID Number.</i></p> <p>If you do not currently have a NYS Vendor ID, contact the OSC Helpdesk at 518-408-4672, 866-370-4672 or ciohelpdesk@osc.state.ny.us.</p>	<input type="checkbox"/>
<p>Step 2. Create User Password</p> <p>You will receive two e-mails from OSC providing instructions for secure access to the New York State VendRep System. Follow the instructions and link provided in the email to create a new password.</p>	<input type="checkbox"/>
<p>Step 3. Create Additional Users and Assign VendRep Roles</p> <p>To complete and certify a Vendor Responsibility Questionnaire, you must assign each of the following roles to one or more users:</p> <ul style="list-style-type: none"> • Administrator • Contributor • Certifier <p>You must determine each user's appropriate role assignment. Any user may have more than one role assigned.</p>	<input type="checkbox"/>
<p>Step 4. Log into the VendRep System and complete Basic Vendor Data</p> <p>https://portal.osc.state.ny.us/wps/portal</p> <p><i>Note: The user must have the "Administrator" role to complete Basic Vendor Data.</i></p> <p>This information determines the type of Vendor Responsibility Questionnaire that is provided to the entity to complete, i.e., For Profit or Not-For-Profit and whether the business entity bids on construction contracts.</p>	<input type="checkbox"/>
<p>Step 5. Complete a Vendor Responsibility Questionnaire</p> <p><i>Note: The user(s) must have a "Contributor" role to start or answer a questionnaire.</i></p> <p>From either the Summary or Home page, go to the Forms section and select "Start New" to begin answering the questionnaire. Each question in a section must be answered for the section to be complete. When each section is complete, the option to certify the questionnaire will be available at the bottom of the Form Overview page.</p>	<input type="checkbox"/>
<p>Step 6. Certify a Vendor Responsibility Questionnaire</p> <p><i>Note: The user must have a "Certifier" role to certify the questionnaire.</i></p> <p>The Certifier must review the responses, confirming the information is truthful, accurate and complete. To certify the questionnaire responses, the assigned user clicks the "Certify" button at the bottom of the Overview page and then selects "Certify Responses" to complete the online questionnaire.</p> <p><i>Authorized State contracting entity users will not be able to view the questionnaire until a Certifier has completed Step 6.</i></p>	<input type="checkbox"/>

If there are any questions, contact the OSC Help Desk at 518-408-4672, 866-370-4672 or ciohelpdesk@osc.state.ny.us.



Disclosure of New York State Department of Corrections
and Community Supervision Information

THIS NONDISCLOSURE AGREEMENT is entered into as of _____ by the New York State Department of Corrections and Community Supervision ("DOCCS") which is the party disclosing confidential information, and _____, which is the party receiving confidential information ("Recipient"), in order to protect the confidential information which is disclosed to the Recipient by DOCCS.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The Recipient's representatives for receiving confidential information are: _____ . Recipient shall not disclose the confidential information to any of its employees other than those who have a need to review it and which employees are legally obligated to honor the confidentiality provisions herein.

2. The confidential information disclosed by DOCCS under this Agreement is described as:
_____ .

3. The Recipient shall keep the information confidential and shall use the confidential information only for _____ . The Recipient shall not make any copies of the confidential information except as necessary for its employees who are entitled to view it under Section 1 above. Any copies made shall be identified as belonging to DOCCS and marked "confidential" or with a similar legend.

4. The Recipient shall, where applicable, protect the confidential information in a manner consistent with the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 Privacy and Security provisions and all other applicable regulations.

5. The Recipient shall comply with all Federal and State regulations intended to protect criminal history records as they apply to the confidential information.

6. The Recipient shall comply with all DOCCS directives, policies, practices and procedures as they apply to the protection of the confidential information.

7. The Recipient shall, in the event, of unauthorized disclosure of the confidential information, immediately notify DOCCS, in writing, and fully comply with the requirements of the New York State Breach Notification Act.

8. To the extent permitted by law, the Recipient shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the confidential information as the Recipient uses to protect its own confidential information of a like nature.

9. The Recipient shall have a duty to protect all confidential information which is disclosed to it, whether disclosed in writing, orally or in any other manner and which is identified as confidential at the time of disclosure. If the disclosure is in writing, it shall be marked "**confidential**." If a disclosure is not in writing, DOCCS shall provide Recipient with a written memorandum summarizing and designating such information as confidential within thirty (30) days of the disclosure.

10. This agreement controls information that is disclosed to Recipient between the effective date (the date of last signature) and _____.

11. The Recipient's duties under paragraph 3,4,5,6 & 7 of this Agreement shall expire six (6) years after the information is received. The recipient shall return or destroy all DOCCS confidential information. Paper documents are to be shredded. Electronically stored information is to be destroyed by shredding or securely wiping the media.

12. This Agreement imposes no obligation upon the Recipient with respect to confidential information which (a) was in the Recipient's possession before receipt by DOCCS; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by DOCCS to a third party without a duty of confidentiality on the third party; (e) is independently disclosed by the Recipient with DOCCS' prior written approval; (f) is developed by the Recipient without reference to information disclosed hereunder.

13. DOCCS warrants that it has the right to make the disclosure under this Agreement.

14. Neither party acquires any intellectual property under this Agreement.

15. Neither party has an obligation under this Agreement to purchase, sell or license any service or item from the other party.

16. The Recipient shall adhere to U.S. Export Administration laws and Regulations and shall not export or re-export technical data, information or products received from DOCCS or the direct product of such technical data or information to any proscribed country listed in the U.S. Export Administration Regulations, unless properly authorized by the U.S. Government.

17. The parties do not intend that any agency or partnership be created between them by this Agreement.

18. All additions or modifications to this Agreement must be in writing and signed by both parties.

19. This Agreement is made under and shall be governed by the laws of the United States.

20. This Agreement may be terminated immediately by either party upon delivery of written notice of termination to the other party. Such termination shall not affect Recipient's duty with respect to confidential information disclosed prior to termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

NYS Department of Corrections and
Community Supervision

(Please Specify Company)

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Forward all executed copies of nondisclosure agreements to:

NYS Department of Corrections and Community Supervision
Information Security Officer
Building 2
1220 Washington Avenue
Albany, New York 12226-2050

Workers' Compensation Requirements Under WCL §57

To assist the Department of Corrections and Community Supervision in enforcing Section 57 of the Workers' Compensation Law, organizations entering into contracts with the Department of Corrections and Community Supervision **MUST** provide ONE of the following forms:

Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (CE-200); or

Certificate of Workers' Compensation Insurance (C-105.2) (the business' insurance carrier will send this form to the government entity upon request) Please Note: The State Insurance Fund provides its own version of this form, the U-26.3; or

Certificate of Worker's Compensation Self-Insurance (SI-12) (the business calls the Board's Self- Insurance Office at 518-402-0247); or

Certificate of Group Worker's Compensation Self-Insurance (GSI-105.2) (the business' Group Self- Insurance Administrator will send this form to the government entity upon request).

The certificate of exemption, Form CE-200 must only be used to show a government agency that the business is not required to obtain New York State workers' compensation and/or disability benefits insurance. Form CE-200 may not be used to "prove exemption" from workers' compensation and/or disability benefits insurance to another business or that business's insurance carrier.

ATTACHMENT G

DEFINITIONS

ATTACHMENT G
NYS Department of Corrections and Community Supervision
Second Chance Act – Adult Offender Recidivism Reduction Project

Definitions

ACCES-VR - (formerly VESID) – Adult Career and Continuing Education Services
(<http://www.acces.nysed.gov/vr/>)

Adult Career and Continuing Education Services-Vocational Rehabilitation (ACCES-VR) offers access to a full range of employment and independent living services that may be needed by persons with disabilities through their lives. Through its administration of vocational rehabilitation and independent living programs, VR coordinates policy and services relating to:

- Transition services -for students with disabilities from school to adult services;
- Vocational rehabilitation -services for working age individuals with disabilities;
- Independent living services - for people with disabilities of all ages; and
- Business services - for hiring a qualified diverse workforce.

Actuarial tool - Actuarial tools focus on the analysis of information. They are found in all lines of insurance, and also have an expanding place in financial companies. They are used to understand what is happening in a given book of business, to predict what cash flow will likely be experienced in the future, or to develop new products and determine the profitability to be expected, among other uses. Actuarial tools can be as simple as a table of values, or as complicated as stand-alone software. Assessing offenders in a valid and reliable manner is required for the effective management of offenders. Screening and assessment tools that have been validated on similar populations focus on the dynamic and static risk factors and profile criminogenic needs are preferred.

Contractor- An applicant who has received a grant. And there is a written agreement in which the terms, provisions and conditions governing the grant are stated

Contractor Employee- Any staff paid or unpaid who is employed by the contractor.

County Reentry Taskforces (CRTF): which devise community-specific offender reentry strategies and coordinate services for offenders who are released from prison. Through the County Reentry Task Forces, those individuals receive coordinated services which aid their transition back into their communities.

The roles and activities of the County Reentry Task Forces are guided by three goals:

- Identify gaps in services
- Identify barriers to accessing available services
- Individual case management

DOL- Department of Labor

ONESTOP - Workforce

- General Information
- Veteran Services
- Apprentice Opportunities
- Job Bank
- Jobs by Region
- Fairs/Recruitments
- Prepare Your Job Search
 - Job Search Tips
 - Resumes
 - Cover Letters
 - Interview Skills

Employment Assessment Instrument- A tool used to guide the steps/stages of pre-employment through employment process. I.e.: Building rapport; organizing environment; resource guide; skill development, and job retention strategies.

Job-Matching -An individual's core competencies are determined by two groups of factors:

1. Skills, Knowledge, and Technical Qualifications
2. Behavioral Characteristics, Personality Attributes, and Individual Aptitudes

Although traditional hiring has focused primarily on evaluating a candidate's skills and technical qualifications, a competency-based approach includes an analysis of a candidate's behavioral characteristics as well. Competency-based hiring is grounded in the identification of core competencies required for success and the subsequent evaluation of each candidate's demonstration of those competencies in their past experiences.

ORC- Offender Rehabilitation Coordinator- an Offender Rehabilitation Coordinator, is responsible for providing on-going individual and group counseling relative to personal, social, institutional, behavioral, and disciplinary issues. They also serve as a facility-based link between the Board of Parole, criminal justice agencies and law enforcement partners, community service providers, and assigned field staff in developing a supervision plan..

Prisoner Reentry- is a process that used to reduce crime and enhance public safety by implementing a seamless system of services for offenders from the time of their entry to prison through their transition, community reintegration and aftercare in their communities.

The Vision of Prisoner Reentry is to reduce crime by implementing a seamless plan of services and supervision developed with each offender, delivered through state and local collaboration, from the time of their entry to prison through their transition, reintegration and aftercare in the community.

ServSafe/Food Handling - Is a food safety training program that assists individuals with seeking a Food Handler Card. This allows them access into entry level positions within the food services industry. www.servsafe.com

Program Module- is approximately a 3 hour block of program time in the facility. This is subject to variation by facility. Typically program modules are separated by a 1 hour or so for other facility function, (meals, count, etc).

ATTACHMENT H

DIRECTIVE #4750 VOLUNTEER SERVICES PROGRAM

 <p style="text-align: center;">STATE OF NEW YORK DEPARTMENT OF CORRECTIONAL SERVICES</p> <p style="text-align: center;">DIRECTIVE</p>	TITLE		NO. 4750
	Volunteer Services Program		DATE 12/10/2010
SUPERSEDES DIR# 4750 Dtd. 04/10/03	DISTRIBUTION A B	PAGES PAGE 1 OF 23	DATE LAST REVISED 10/12/2011
REFERENCES (Include but are not limited to)	APPROVING AUTHORITY <i>K. J. Paulina</i>		

- I. PURPOSE:** This directive establishes the Department's policies and procedures for the administration and supervision of the Volunteer Services Program.
- II. PROGRAM GOALS:** The Volunteer Services Program is designed to promote the involvement of responsible community persons in the continuum of services and programs made available to the incarcerated offender and his/her family.
- III. PROGRAM ADMINISTRATION AND SUPERVISION**
- A. The Director of Ministerial, Family and Volunteer Services is responsible for the administration of the statewide Volunteer Services Program.
 - B. The Assistant Director of Family and Volunteer Services reports to the Director of Ministerial, Family and Volunteer Services, and is responsible for the day to day administration of Volunteer Services. The Assistant Director supervises the Regional Coordinators of Volunteer Services.
 - C. Regional Coordinators provide policy direction and serve as the liaison between Central Office and facility staff. They are program consultants to the Deputy Superintendents for Program Services (hereafter known as DSP) and Supervisors of Correctional Facility Volunteer Services (hereafter known as SCFVS), facility staff and community groups and organizations. They are also responsible for the review of Volunteer Services purchase requests and for monitoring the Volunteer Services Program in their regions.
 - D. Facility Superintendents must review each new request for a volunteer, volunteer group, or volunteer program.
 - E. DSPs are responsible for the overall management of their facility's Volunteer Services Program and the activity of the individual assigned as the Volunteer Services Contact Person, as well as the Program Staff Supervisors who supervise volunteer programs. They assist the SCFVS in identifying volunteer services needs and assure that all required volunteer services reports are submitted in a timely manner. With the SCFVS, they review all applicants with previous convictions and ensure that all volunteers are properly registered. The DSPs are also responsible for maintaining a complete list of active volunteers and volunteer programs at their facility.

Note: The DSP at a facility where a SCFVS is based is responsible for the day to day supervision of that SCFVS, together with the Regional Coordinator, as well as ensuring that the SCFVS provides adequate, scheduled service to their assigned facilities.
 - F. The SCFVS, under the direction of a Regional Coordinator and a DSP, recruits and orients community persons and staff to work as volunteers in a correctional setting. They are also responsible for the completion of the annual Volunteer Program Evaluations (Form #MFVS3085, reference Program Services Manual) at each of their assigned facilities and promoting effective relations between volunteers and staff. They are responsible for training and support of the facility Volunteer Services Contact Person. They may assist in community/public relations if so designated by their Superintendent
 - G. Volunteer Services Contact Persons, (hereafter known as the VSCP), appointed by the Superintendent, will be responsible for the coordination of the Volunteer Services Program at each facility. Tasks will include, but not necessarily be limited to: the maintenance, care and security of volunteer files, the processing of applications, the preparation of Volunteer Services gate clearances and statistical gathering for quarterly reports. For purposes of supervision, they will report to the DSP and a SCFVS. Their annual performance evaluation should reflect their additional duties as the facility VSCP, with input provided by the SCFVS.

- H. Volunteer Staff Supervisors are responsible for conducting screening interviews using the "Report of Interview of Volunteer Applicant" (Form #MFVS3082, reference Program Services Manual), with potential volunteers who apply to provide a service in their respective program area. They are also responsible for the training and direct supervision of these volunteers and for providing annual volunteer evaluations using the "Volunteer Evaluation Form" (Form #MFVS3086, reference Program Services Manual) to the SCFVS for all of their volunteers who provide a service to the facility on a regular basis. This individual should not supervise more than 40 volunteers.

IV. TYPES OF VOLUNTEERS

- A. Volunteer: Any person who provides a service to the Department and/or inmates without direct compensation as salary from the Department. A volunteer who is duly registered and approved is considered to be an unpaid employee of the Department for purposes of Workers' Compensation and indemnification protection. A volunteer is subject to all of the policies and procedures as referenced in section IX of this directive and in the "STANDARDS OF CONDUCT FOR VOLUNTEERS WITHIN THE NEW YORK STATE DEPARTMENT OF CORRECTIONAL SERVICES" (Attachment C). Volunteers are expected to support the Departmental Mission and are not to portray the Department in a negative fashion.
1. **Paid Professional**: This category of volunteer often represents his/her employer and provides a service to the Department. These individuals, though paid by the employer to provide the service, are defined as volunteers and registration, orientation and TB testing requirements are the same as for regular volunteers.
Volunteers providing professional services will be required to provide documentation that they are certified, licensed, and/or otherwise qualified to provide the service for which they are applying.
 2. **Department Personnel**: Department personnel may provide a volunteer service if that service is clearly different from their paid work assignment and it has been approved by the Superintendent and the DSP. Note: Ex-employees who have been terminated, or who have resigned rather than face dismissal, will not be allowed to volunteer.
 3. **Foreign National**: A foreign national will be considered for volunteer programs provided they can produce valid identification and documentation that they are in this country legally.
 4. **Religious Volunteer and Spiritual Advisor**: All volunteers requesting involvement in religious programs must be reviewed and approved by the Coordinating Chaplain and appropriate Chaplain of the faith group involved, if one is assigned to the facility. As outlined in Section III-H, the appropriate chaplain must also conduct a screening interview of the prospective volunteer, and document this interview which will be placed in the volunteer's file. If the volunteer represents a religious organization from the community, but is to be assigned to a non-religious assignment, approval by the facility Coordinating Chaplain and appropriate Chaplain of the faith group is not required. Volunteers representing religious organizations must be advised not to proselytize (attempt to persuade someone to convert to one's faith) among inmates.
A Spiritual Advisor is an individual who, with the written endorsement of a bona fide ecclesiastical body, has been identified as a religious volunteer capable of providing spiritual advice and direction to inmates of that particular faith group on an individual basis.
Spiritual Advisors who have obtained volunteer status approval from the Department must request an exemption from the prohibition concerning visitation, correspondence, and phone calls from inmates as outlined in section IV-C-4-b of this directive. In addition the following procedures must be followed:
 - a. Provide documentation to the Coordinating Chaplain stating that a pastoral relationship with the inmate(s) existed prior to incarceration.
 - b. Provide written endorsement from a bona fide ecclesiastical body identifying the volunteer as a cleric or lay person who can function in this capacity.

- c. Provide to the Coordinating Chaplain a written description of the volunteer's activities in the role of Spiritual Advisor, including a list of the names of inmates who will meet with the volunteer. This description must be reviewed by the Chaplain in charge of the faith group involved.

It shall be the responsibility of the Coordinating Chaplain to obtain these documents prior to commencement of an inmate-Spiritual Advisor relationship and maintain said documents for the duration of said service.
 5. **Persons with Criminal History:** Volunteer applicants with an arrest and/or conviction history shall not be automatically disqualified to serve. Each applicant shall be evaluated on a case-by-case basis. As a rule, the following will apply:
 - a. Prospective volunteers with unclear arrest dispositions, active warrants, detainers or Orders of Protection that are found through their criminal history check may be excluded from volunteering until such incidents are resolved.
 - b. A formerly-incarcerated-person or parolee may be considered for a volunteer assignment in a facility one year following his/her release from incarceration.
 - c. A formerly-incarcerated-person shall not be considered as a volunteer if he or she was prosecuted and found guilty of assault of correctional staff, aggravated harassment of an employee, escaping from a correctional facility, promoting or possessing prison contraband, hostage incident or rioting.
 - d. A formerly-incarcerated-person's record of institutional adjustment and, if applicable, adjustment to probation or parole supervision, will be evaluated and considered prior to approval. Disciplinary sanctions similar to behavior actions listed in section IV-A-5-c, or in addition, being found guilty of behavior such as; assault on inmates, gang-related behavior; mass demonstration or radicalization of other inmates, sexual misconduct, etc., may exclude an individual from consideration.
 - e. During the period after release, the formerly-incarcerated-person shall have demonstrated involvement in community activities related to the area in which he/she wishes to serve as a volunteer. The person will also be required to show a positive adjustment to community life by providing employment history and a recommendation by his or her probation/parole officer, if applicable.

A review by the SCFVS and the facility DSP will be conducted on all formerly incarcerated persons, parolees, probationers and persons with warrants, detainers, Orders of Protection and open arrests who apply as volunteers. Final approval will rest with the facility Superintendent. Exception to this policy will be given consideration only when substantial, written justification is submitted to the Superintendent or his/her designee.
 6. **One-Time Volunteer:** Individuals who provide a service for special one-time activities including inmate organization events, family day events, sports activities, theatrical performances, graduations, etc., are to be registered as One-Time Volunteers. (See the "Volunteer Registration Process Chart" Attachment B for requirements).
- B. **Volunteer Groups:** Individuals who enter a facility as part of a community group must individually complete the registration process, unless verification is received that the individual has been registered, at another DOCS facility within the past 12 months. In addition, new community groups will be required to complete the "Community Group Registration Form" (Form #MFVS3083, reference Program Services Manual.) References, utilizing the "Volunteer Services Program Community Group Reference Form" (Form #MFVS3084, reference Program Services Manual), should be sent to the references provided.
1. All volunteer groups or organizations must have a Key Volunteer or Program Director, who acts as the designated contact and the name of this person will be provided to the SCFVS.

2. The Key Volunteer or Program Director shall assist staff in the screening and selection of volunteers who will provide services under the organization's auspices by completing a letter of endorsement for each new volunteer. This letter is to be done on the agency's letterhead and should follow the format provided in the "Community Group/Agency Endorsement Letter," Attachment A of this directive. The Superintendent or designee shall have final approval for all volunteers.
3. Any literature or other materials sponsored by the group or organization must be approved in advance by the DSP or by his/her designee before distribution to inmates. Material approvals will be subject to a determination of appropriateness. Once the DSP has approved the materials, they should be placed on the gate clearance.

C. Volunteer Requirements

1. Under normal circumstance, the minimum age for a volunteer is 21.
 - a. Exceptions can be made with special approval from the Superintendent for persons ages 17-20 for special one-time programs, or for participants in internship programs or youth employment programs. With regard to internships; all colleges must provide internship paperwork and description of activities.
 - b. Volunteers who are 17 or 18 years of age must provide written permission from their parent or legal guardian.
 - c. If approved, volunteers under the age of 21 must be under direct supervision of DOCS staff at all times while inside the facility.
2. All volunteers providing professional services will require additional screening to ensure that they are certified, licensed, and/or otherwise qualified to provide such services.
3. A volunteer may be turned away from the facility if their manner of dress or appearance causes security or other pertinent concerns. If turned away for one's dress or appearance, this action should be documented for inclusion in the volunteer's file. Regarding grooming, a male volunteer shall not be subject to the same restrictions on hair length or beards as Department employees.
4. Restrictions: During orientation, volunteers must be cautioned regarding the seriousness of personal/emotional involvement with inmates. This will include visiting, corresponding and accepting phone calls. In order to avoid any misunderstanding, the following guidelines must be strictly observed:
 - a. Volunteers are prohibited from having any sexual contact or engaging in any sexual conduct with an inmate. The New York State Department of Correctional Services has zero tolerance for sexual abuse. It is a crime for any employee to engage in sexual conduct or sexual contact with an inmate. For purposes of Penal Law section 130.05, an employee also includes any person providing direct services to inmates in a state correctional facility pursuant to a contractual arrangement with the Department or, in the case of a volunteer, a written agreement with the Department.

All volunteer applicants will read the most updated version of the Policy on the Prevention of Sexual Abuse of Inmates. All volunteer applicants must acknowledge receipt in writing that they will be held accountable for and act in accordance with the policy and the law.
 - b. Volunteers are prohibited from corresponding, visiting, or accepting telephone calls from inmates at any DOCS facility unless they receive permission. If a volunteer wishes to seek approval, the volunteer must submit the request and rationale in writing to the Superintendent at the facility where he/she is a volunteer. The Superintendent is authorized to deny such requests. The denial should be sent in writing to the volunteer and a copy sent to the Director of Ministerial, Family and Volunteer Services. If the Superintendent supports the request, it should be forwarded to the Director of Ministerial, Family and Volunteer Services for recommendation, after which it will be forwarded to the Deputy Commissioner for Program Services for final determination. Prospective volunteers should be asked to disclose whether or not they have any close friends or family members who are incarcerated within the State correctional system at the time of their application/screening.

- c. **Exceptions:** Volunteers may accept collect phone calls at their agency/group administrative office if they have prior authorization from the Deputy Commissioner for Program Services and if the organization's policy is to accept collect phone calls from inmates. Volunteers may not accept phone calls at their place of residence. At all times, the nature of the calls must be directly related to areas of service provided by the volunteer agency/group for the Department. The volunteer agency/group authorization must be so noted in the appropriate program description file. Volunteers are to be advised that all inmate telephone conversations are subject to electronic monitoring by Department personnel (see Directive #4423, "Inmate Telephone Calls.")

V. PROCEDURES

- A. **Volunteer Program Development:** Prior to a new volunteer program being initiated or changed at any facility, it must have the proper approvals, as outlined in the Program Services Manual.
- B. **Job Descriptions:** A volunteer job description is to be developed before the volunteer begins work. The job description must be developed by the appropriate Staff Supervisor, and should include the following:
 1. A general description of the duties that the volunteer will perform;
 2. Meaningful, appropriate, and measurable work activities;
 3. Location of the activity and frequency;
 4. Name of Staff Supervisor; and
 5. Name of the program's Key Volunteer

Volunteer job descriptions shall be signed and agreed to by the volunteer and the Staff Supervisor and a signed copy of the job description shall be on file in the Volunteer Services Office. Volunteers may only serve in the job as described in the file description. Any volunteer who wishes to serve in another job must be approved as described above.
- C. **Registration Procedures:** Depending on the level of volunteer services provided, the volunteer applicant will complete a registration process that may consist of a volunteer application, Standards of Conduct, a criminal history check, fingerprinting, references, a screening interview, TB test, and ID card. Refer to the Volunteer Registration Process Chart (Attachment B), which defines the registration procedures required for the level of volunteer activity.
 1. **Application for Volunteer Status**
 - a. All volunteer applicants will complete "Part I - Volunteer Information" of Form #MFVS3080, "Application for Volunteer Status" (Attachment D) and if applicable, "Part II - Criminal History" (see exceptions for government employees with Peace or Police Officer Status on the "Volunteer Registration Process Chart" (Attachment B) of this directive.) Volunteers providing professional services should also attach documentation verifying that they are certified or qualified to do so.

Note: If an applicant indicates that they have charges currently pending the application process should be suspended until such time as a disposition of the charges is reached.

Section I and II of Form #MFVS3080 should then be scanned into PDF format, attached to an E-mail and sent to EIU@DOCS.state.ny.us and copied to VOL@DOCS.state.ny.us. Only one (1) e-mail and one (1) PDF file should be created per volunteer. The name of the PDF and the subject of the e-mail should be structured using the last name, first name format.
 - b. All volunteer applicants will be required to show a government agency issued ID at the time of application.
 - c. Part III of Form #MFVS3080 (Attachment D), "Facility Executive Review," will be completed by staff and approvals obtained from the Superintendent, DSP and Deputy Superintendent for Security (DSS) prior to the volunteer beginning their service.

- d. Part IV of Form #MFVS3080 (Attachment D), "Acknowledgement of Orientation," will be reviewed for completeness, acknowledged and signed by the volunteer and SCFVS who conducted the volunteer orientation.
2. Screening Interview: Upon receipt of a volunteer application, prospective volunteers who wish to serve on more than an occasional basis will be screened through an interview process by the appropriate Staff Supervisor. The "Report of Interview of Volunteer Applicant" (Form #MFVS3082, reference Program Services Manual) will be used as a guide and will be completed during the interview and a copy shall be placed in the volunteer's file as a reference in approving or disapproving the prospective volunteer's application.
 3. Criminal History
 - a. A criminal history check will be completed by the Department's Employee Investigation Unit (EIU) on volunteer applicants, including regular on-going, occasional and one-time volunteers. (See exceptions on the "Volunteer Registration Process Chart" Attachment B). This process will begin when EIU receives Part I & II of the Application For Volunteer Status.
 - b. For regular on-going volunteers, fingerprints will be taken by the facility ID Officer. The ID officer shall verify the identity of the person being fingerprinted, enter all pertinent data following the instructions on the cards, 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 fingerprints. The following fingerprint cards shall be utilized:
 - (1) DCJS-4, "Non-Criminal" fingerprint card utilizing the Central Office ORI Box 20, "Contributor", should read:

700168R
N.Y.S. DOCS
Personnel Office
Albany, NY 12226-2050
 - (2) "Applicant" fingerprint card FD-258 utilizing the Central Office ORI and the ORI box should read:

NY001015C
Dept. of Corr. Serv.
Albany, NY
- The completed fingerprint cards will then be forwarded to the Employee Investigation Unit for processing. If fingerprints are rejected for any reason the SCFVS will be notified.
- c. Individuals with derogatory information reported on the EIU Criminal History Check must wait for the return of their fingerprint report and Superintendent's approval before beginning their volunteer service. Those persons with no derogatory information may begin their volunteer assignment before their fingerprint report is returned.

Note: If the criminal history and/or fingerprint reports show a discrepancy in what the volunteer has disclosed, this may result in the volunteer's non-approval, suspension and/or termination.
 - d. EIU must receive the completed fingerprint card within 30 days of conducting a criminal history check. If the fingerprint card is not received within this timeframe, EIU will notify the Director of Ministerial, Family and Volunteer Services on a monthly basis and volunteer assignments will be suspended until the fingerprint card is received.
4. Health Services Screening / Vaccinations
 - a. TB Testing: Facilities must strictly adhere to the Department's Division of Health Services' guidelines for TB testing for volunteers, as follows:
 - (1) Any volunteer who will be in any one facility once per month or more, and/or have 8 hours or more of continuous inmate/staff contact, must be skin tested.

- (2) Any volunteer who wishes to be skin tested may be tested.
 - (3) Arrangements for skin testing of volunteers will be made through the facility medical department and/or the facility Volunteer Services Contact Person.
 - (4) Volunteers may be tested by their own physicians, if they desire, just as employees may, according to Directive #4322, "Tuberculosis Control Program."
- b. Hepatitis B Vaccine: Anyone who would have reasonable likelihood of exposure to blood or body fluids would be eligible for the vaccine. All persons receiving the vaccine must have training for Blood-borne Pathogens through the facility where they are volunteering before starting the vaccine series of three injections.
5. All volunteer gate clearances should be submitted in a timely manner to allow sufficient time for the DSP or the VSCP to verify that the individuals are properly registered volunteers.
 6. Emergency contact information for each volunteer shall be kept on file in the Watch Commander's Office.

D. Volunteer Orientation

1. If approved, the regular ongoing volunteer will be scheduled to attend a volunteer orientation, conducted by the facility SCFVS and a member of the security staff. This orientation should cover the volunteer Standards of Conduct (Attachment C), benefits for volunteers, security issues, health-related issues and facility-specific information, prior to the beginning of the volunteer activity. For occasional, one-time, or government agency volunteers who have Peace or Police Officer status, the orientation will be appropriate to the level of services provided. Facilities will ensure that all regular ongoing volunteers participate in a refresher orientation every 24 months.

- E. Training: Job-specific training for the volunteer activity will be given by the volunteer's Staff Supervisor and may or may not include a tour of the facility grounds.

VI. PROGRAM MONITORING AND EVALUATION

- A. Supervising, monitoring, evaluating and reporting on volunteers and volunteer programs is a joint effort among Staff Supervisors, the facility VSCPS and the SCFVS, with oversight provided by the DSP and the Regional Coordinator.
1. The DSP, with final approval of the Superintendent, will determine the Staff Supervisor for a program.
 2. Annual volunteer evaluations are the responsibility of the Staff Supervisor. The overall job performance is to be weighed against the job description.
 3. "Volunteer Program Descriptions" (SYSM E-form #MFVS3096, "Volunteer Program Description") will be sent to Central Office Volunteer Services by the SCFVS for each new program. A current program description binder that includes up-to-date program descriptions, a current list of volunteers, and the names of the Key Volunteers and Staff Supervisors, will be kept at each facility by the DSP. The SCFVS will assist the DSP in maintaining this binder.
 4. Annual Program Evaluations using the "Volunteer Services Program Evaluation" (Form #MFVS3085, reference Program Services Manual), will be completed by the facility SCFVS with copies sent to the facility DSP and Regional Coordinator.
- B. Staff must be aware of their responsibility to supervise volunteers and the programs that are assigned/accepted in their area and that they must provide the facility Office of Volunteer Services with statistical data on volunteers involved in the program/service.
- C. The decision regarding which facility staff person will have responsibility for supervising a volunteer or volunteer program rests with the facility Superintendent or his/her designee.
- D. During periods of facility emergencies, volunteer activity may be suspended or limited. It will be the responsibility of the DSP to ensure that volunteers are notified in a timely manner of any change in the program schedule to avoid any unnecessary travel of the volunteers.

- E. The annual evaluation of volunteers is the responsibility of the Staff Supervisor and a copy of all evaluations should be included in the volunteer's file. To evaluate an individual volunteer, the overall job performance must be weighed against the job description and the standards established for the job.
- F. To ensure that volunteer services programs meet the needs of the inmates and facilities, each program will be evaluated on an annual basis by the facility SCFVS, utilizing the "Volunteer Services Program Evaluation" (Form #MFVS3085). A copy of this evaluation should be made available to the facility DSP and to the Regional Coordinator.

VII. STATUS OF VOLUNTEERS: Volunteers should be made to feel that they are a part of the facility staff and should be treated with courtesy and respect. Any allegations of the mistreatment of volunteers should be reported immediately through the appropriate channels. Staff encouragement and acceptance of volunteers will help to keep the volunteers motivated, productive and will nurture a teamwork mentality. Vital to any volunteer program is the recognition of the contribution, achievements and the status of the volunteer as a quasi staff person. Therefore, some aspects of the status of volunteers are recognized formally:

A. Insurance Coverage/Indemnification

1. Workers' Compensation for Volunteers

- a. All volunteers who are registered, oriented, screened for TB and approved as a volunteer by the facility Superintendent are covered for injuries related to their volunteer work by Worker's Compensation Benefits. Staff supervising volunteers must report injuries to volunteers in accordance with Directive #4065, "Reporting Injuries & Occupational Illnesses" and Directive 2208B, "Workers' Compensation Benefits (Non-Uniformed Employees)."
- b. It should be noted that a volunteer who has been fully registered and approved is eligible for Worker's Compensation, whether the service is performed in the community or in a correctional facility. The job description must indicate area of service.

2. Indemnification Coverage for Volunteers

- a. Correctional Services volunteers have been afforded protection from financial loss arising out of a civil action.
 - b. The law provides that the State would save harmless and indemnify volunteers of the Department from financial loss arising out of a judgment in any civil action by reason of a claim of alleged negligence or other act of such person participating in a volunteer services program, provided that the damages were sustained while such person was acting in the discharge of his/her duties and within the scope of such duties, and the claim did not result from the willful and wrongful act or gross negligence of such person.
 - c. The law applies to volunteers authorized to participate in a volunteer services program, provided such volunteer gives notice of such claim upon himself within five days of service of such claim upon himself (Section 17 of the Public Officers Law). Individuals who have insurance policies that would cover them for claims arising pursuant to the volunteer programs must first use such policies before the State will defend and/or indemnify them.
3. Diversity Management: All volunteers who are registered and approved are afforded equal opportunity protection in accordance with Directive #2601, "Affirmative Action Program," based on NYS Executive Order No. 6.

B. Volunteer and Staff Supervisor Recognition: Certificates of appreciation will be awarded to volunteers at an annual recognition ceremony, or at some other suitable occasion. Volunteer Staff Supervisors will also be recognized because their work with volunteers often exceeds their normal full-time duties. Employee evaluations shall reflect this extra effort.

C. Meals: Volunteers who provide service in a facility and whose volunteer assignment extends over an established meal period or is a minimum of four hours of continuous service may be furnished a meal from the facility Mess Hall. The free meal shall be the same as that provided to the inmate population.

VIII. VOLUNTEER MISCONDUCT

- A. During volunteer orientation, volunteers must be informed that a formal suspension/dismissal procedure exists and what constitutes grounds for suspension and/or dismissal. Grounds for suspension/dismissal of volunteers are usually based on a violation of volunteer Standards of Conduct and the nature of such a violation.

For other instances of misconduct, volunteers will receive counseling by the SCFVS. This counseling session/meeting will be documented by the SCFVS, signed by all parties present, and a copy placed in the volunteer's file. This documentation should include all pertinent information regarding the matter, and should also include information relative to the outcome of the meeting. A copy of this information shall be forwarded to the appropriate Regional Coordinator.

If suspension/dismissal is necessary, the process to be used is set forth below. It is mandatory that proper documentation be available if dismissal is contemplated.

B. Procedure for Suspension/Dismissal

1. Should anyone have a sound reason to question a volunteer's actions, the witnessing party shall report, in writing, all relevant information to the facility SCFVS.
2. A written report will be prepared by the SCFVS and submitted to the facility Superintendent or his/her designee for review and action. Such action may consist of limiting, postponing, or suspending the services of the volunteer. The SCFVS will be consulted during this review.
3. A determination may be made by the facility Superintendent and/or the Director of Ministerial, Family and Volunteer Services to consult and/or include the Department's Inspector General's Office depending on the nature of the violation.
4. A volunteer who has been suspended must be notified in writing by the facility Superintendent within five (5) days. This letter must inform the volunteer of the allegations, the date of the temporary suspension, and that volunteer activity in all facilities has been suspended pending an investigation. If the volunteer is scheduled to volunteer during the week of the suspension, the SCFVS must call the volunteer to notify them of the suspension, so as to avoid the volunteer arriving at the facility.
5. A copy of the suspension letter, as well as documentation regarding the violation and a copy of the volunteer's file will be forwarded to the appropriate Regional Coordinator, who will review the contents for completeness and will then review the case with the Assistant Director of Family and Volunteer Services.
6. The Regional Coordinator will discuss the case with the facility Superintendent, who must approve of the final disposition. If there is not a consensus on the final disposition, the Superintendent will consult with the Supervising Superintendent and the Director of Ministerial, Family and Volunteer Services.
7. If the severity of the volunteer's violation warrants statewide termination, the Regional Coordinator will recommend to the Assistant Director that the volunteer's activity in all DOCS facilities be terminated. Final decision rests with the Deputy Commissioner for Program Services.
8. The volunteer must receive written notification of the decision directly from the Regional Coordinator. Copies of all relevant paperwork must be forwarded to the Office of Ministerial, Family and Volunteer Services in Albany.
9. The letter must state that the volunteer may appeal, in writing, to the Deputy Commissioner for Program Services within 30 days of receipt of the letter. The Deputy Commissioner for Program Services will then issue a final determination to the volunteer within 30 days of receipt of the appeal.

- IX. VOLUNTEER STANDARDS OF CONDUCT:** Volunteer Standards of Conduct are subject to change by the Deputy Commissioner for Program Services. It will be the facility's responsibility to ensure that all active volunteers have been oriented to the new standards, and to help ensure that they are followed.

- A. Standards of Conduct – The “Standards of Conduct for Volunteers” Attachment C, will be used by all facilities. Standards and guidelines must be given as part of the orientation of all volunteers and will be presented by staff in a positive manner. All standards should be explained and clarified so that the volunteer will understand what constitutes good security practices relative to contraband and appropriate type of behavior.
- B. Documentation - The volunteer will acknowledge in writing that he/she has in fact been presented with these standards, understands them and intends to comply. Written documentation that the volunteer has received the most current copy of the “Standards of Conduct for Volunteers” shall be maintained in the volunteer’s file.

Community Group/Agency Endorsement Letter

(TO BE COMPLETED ON OUTSIDE GROUP/AGENCY LETTERHEAD)

SAMPLE LETTER

Date: _____

Name of Supervisor of Volunteer Services

Name of Correctional Facility

Address of Correctional Facility

Dear _____:

(Name of Supervisor of Volunteer Services)

This letter is to introduce _____ . He/She is currently, or will shortly, be assisting our organization as a _____ to work with the _____ organization/program at your facility. _____ has been involved with this organization since _____ and has completed (or will shortly complete) our organization's orientation/training program.

(For formerly-incarcerated-person applicants):

_____ is a formerly-incarcerated-person and has provided the following information (crime, date, incarceration dates, Parole status, etc.):

As a member of this group/agency, it is felt that _____ possesses the skills and experience appropriate for the position he/she will be involved with. _____ is aware that his/her application will be reviewed and that a criminal history check will be made, including fingerprints.

In addition, _____ is aware that he/she must complete a Volunteer Services orientation at _____ Correctional Facility, submit for a TB test or provide medical proof that such a test is not necessary, agree to a picture ID and adhere to the Standards of Conduct that govern all volunteers who work in the New York State Department of Correctional Services.

Sincerely,

Program Director or Key Volunteer

(11/10)

VOLUNTEER REGISTRATION PROCESS CHART

	Regular Ongoing (weekly, monthly, weekend seminar)	Occasional 4 or less times per year (Reentry, 12 Step)	One-Time (speakers, sports teams, choirs, etc.)	Government Agency employees w/Peace or Police Officer Status
Volunteer Registration Form (MFVS 3080)	Yes	Yes	Yes	Only Page 1 of Part I
EIU Criminal History Check	Yes	Yes	Yes	No ¹
Fingerprint	Yes	No ²	No	No ¹
Standards of Conduct	Yes	Yes	Yes	Yes
ID Card	Yes	No	No	If regular ongoing (refer to Directive #2946, "Employee Identification Material")
Orientation	Yes	Yes - Appropriate to activity	Yes - Appropriate to activity	Yes - Appropriate to activity
TB Test	Yes	Yes (See Directive #4750, section V-C- 4-a "TB Testing")	No	No - One-time Yes-if Regular or on-going
Staff Supervision	Indirect	Indirect	Direct	Indirect
Submission Request	60 days prior to the start of the program ³	30 days prior to the start of the program ³	30 days prior to the start of the program ³	30 days prior to the start of the program

¹ **Fingerprinting & EIU Criminal History Checks** – Government agency employees who provide a program within their official capacity and who have Peace or Police Officer status are exempt from fingerprinting, and an EIU Criminal History check.

² Fingerprints may be required for positive identification.

³ **Submission Requests** - may require additional time for persons with criminal histories.

STANDARDS OF CONDUCT FOR VOLUNTEERS
WITHIN THE NEW YORK STATE DEPARTMENT OF CORRECTIONAL SERVICES

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The New York State Department of Correctional Services welcomes and is fully supportive of members of the community who volunteer their time and talents to assist in providing meaningful, relevant programs and services to the inmate population.

Because these programs and services are provided within the confines of correctional facilities, the Department has certain expectations concerning the conduct of volunteers. As such, specific standards of conduct must be followed by all volunteers.

The following general guidelines and specific standards for volunteers must be complied with in order to ensure the safety and security of the facility staff, inmates and volunteers.

Questions or concerns related to these guidelines or standards should be presented to the appropriate facility staff person.

**GENERAL GUIDELINES FOR VOLUNTEERS**

1. As a volunteer, you must be registered prior to beginning your work within a correctional facility. If you meet the Department's requirements for annual Tuberculosis (TB) testing/screening, you must be tested if you enter a facility or combination of facilities for 8 hours or more, or if you enter a facility or facilities once a month or more. If you fail to have appropriate and timely TB testing/screening, you will not be allowed entry into a facility.
2. You must enter and exit the facility through the same gate, which will be designated by the facility. Upon entering the facility, you will be directed to pass through a metal detector, with the exception of our Department Camp, where you may be hand-scanned with a hand-held metal detector. You will be hand-stamped and you may be subjected to a search. The facility will provide you with an identification card, which you must wear while inside the facility. The identification card must be returned prior to your departure and retained on file at the facility. All items brought into the facility will be inspected.
3. You will be assigned a Staff Supervisor to work with while in the facility. You will be escorted by either this staff member, a Correction Officer, or another staff member, while in the facility.
4. It is expected that you will be dependable and punctual. If you are unable to provide your services at the appointed time, contact your Staff Supervisor, the Volunteer Services Office, or the Watch Commander, as far in advance as possible.
5. Any change in address or phone numbers should be reported to the Supervisor of Volunteer Services or your facility Volunteer Services Contact Person.

**SPECIFIC STANDARDS FOR VOLUNTEERS**

1. **Personal Vehicles** - Parking of vehicles on State property will be permitted only in those areas designated by the facility. All vehicles will have windows closed, ignition off, doors and trunk securely locked with keys removed at all times. The vehicle will contain no firearms, ammunition, or any other weapons, alcohol, illegal drugs, explosives or excessive civilian clothing.
2. **Sobriety** - Persons under the influence of illegal drugs or alcohol will not be allowed into any of our facilities. Prescription medication must be brought to the attention of security staff upon arrival. Only that prescription medication absolutely necessary for the duration of your service will be permitted into the facility, on your person.
3. **Contraband** - Do not bring into the facility any items that might be defined as contraband. In a correctional facility, promoting prison contraband is a felony offense. Contraband is defined as:

- a. Anything in possession that would constitute an offense under the law applicable to the public.
  - b. Any article or thing that is readily capable of being used to cause death or serious physical injury, including but not limited to, a hand gun, shoulder gun, cartridge, knife, explosive, or dangerous drug (including marijuana).
  - c. Anything that is introduced into a correctional facility with the intent to transfer to an inmate without the permission of the Superintendent or designee.
  - d. Anything that is not specifically authorized to be possessed by an inmate in a state correctional facility according to the rules and policies of the Department or local policies of the facility. (i.e. Alcohol and money are among the items inmates are not permitted to possess).
4. **Appropriate Dress** - Clothing should be appropriate and in general, keeping with Department requirements for all visitors (i.e. no halter/tank tops, mini skirts, shorts above the knee, see-through clothing, plunging necklines, T-shirts containing statements or references promoting crime, drugs, alcohol, or sadistic/violent, sexual, pornographic, vulgar, gang-related references, or ethnic slurs, shoes must be securely fitted to the foot, no flip flops, or sandals without a heel strap). If in doubt, you should not wear a questionable article of clothing, because you will not be admitted to provide your service at the facility.
5. **Articles Brought Into the Facility**
- a. If your program requires that you bring special material, clear the items in advance with your Staff Supervisor.
  - b. The taking of photographs anywhere on facility property or inside the facility is prohibited, without specific prior approval from the Superintendent. Tape recorders, cassettes or cameras may be brought into the facility only with special permission of the Superintendent.
  - c. Cellular phones, pagers, personal digital assistants, cameras, recording devices, two way radios, laptop computers or other similar electronic devices are not allowed into any area of the facility, including the front lobby, and should remain securely locked in your vehicle.
6. **Valuables and Handbags** - Do not carry large sums of money or wear expensive articles or jewelry while participating in programs at the facility. Handbags should not be left unattended at any time.
7. **Items Given To Or Taken From An Inmate**
- a. The exchange of money and/or gifts with inmates is prohibited.
  - b. Do not bring in or take anything from an inmate that is to be carried outside of the institution.
  - c. As a volunteer, you are not to carry oral messages or written correspondence in or out of the facility for an inmate.
  - d. Do not bring in literature which has not been pre-approved by facility staff.
8. **Facility emergencies** - In the event of an emergency of any kind, you will be required to immediately follow the direction of facility staff.
9. **Matters Of Inmate Discipline** - Matters of discipline are the responsibility of the security staff. Under no circumstances should you interfere. Any questions of judgment should be discussed privately with staff and never in the presence of an inmate. Matters of inmate misconduct should be reported immediately to your Staff Supervisor or to a security staff member, never an inmate.
10. **Confidentiality** - In your contacts outside the correctional facility, use discretion in revealing information you have acquired in the course of performing your service. Check with appropriate staff if you are doubtful about what requires confidentiality.
- Information gained that could adversely affect the safety and security of staff, inmates, or volunteers, should immediately be reported to a security supervisor.

11. **Relationship with Inmates**
  - a. While working with inmates on a regular basis, a professional relationship must be maintained. Care should be taken to avoid becoming emotionally involved with inmates.
  - b. The New York State Department of Correctional Services has zero tolerance for sexual abuse. Sexual conduct or contact with a person committed to the custody of the Department is a crime, whether it occurs inside a correctional facility, during the transportation outside a correctional facility, or while the inmate is a participant in a temporary release program. Any sexual abuse of an inmate by a volunteer or intern will be prosecuted to the fullest extent of the law, even if the inmate "willingly" participates in the act.
  - c. Any volunteer or intern who receives a report that an inmate is the victim of an incident of sexual abuse, sexual threat, or staff voyeurism, must be aware of the sensitive nature of the situation. Any volunteer or intern who receives such a report shall immediately notify his or her staff supervisor who shall immediately notify the Watch Commander. If the staff supervisor is not available, the report shall be made immediately to the Watch Commander.
12. **Personal Information** about yourself, such as information pertaining to your family, home address, phone number, and personal habits should not be revealed.
13. **Correspondence, Visitation and Telephone Calls** - You are not permitted to correspond with, visit or accept phone calls from inmates at any of the facilities of the New York State Department of Correctional Services. Exemptions to this prohibition may only be granted by the Deputy Commissioner for Program Services or designee. If you wish to seek an exemption, you must submit a written request to the facility Superintendent, explaining the reason for your exemption request.
14. **Comments And Presentation Content** - It should be kept in mind that presentations and/or materials presented during a volunteer program should be kept positive in nature and that in a correctional setting, statements may be misconstrued or magnified by inmates to the extent that they could jeopardize the safety and security of community guests, volunteers, staff and inmates. To that end, profanity, vulgarity and comments that are critical of a particular agency or group of individuals will not be tolerated.
15. **Reentry** - Volunteers who choose to work with offenders upon release from the Department should only do so under a structured program whose focus is to assist formerly incarcerated persons in their community re-integration process. Before beginning to work with formerly incarcerated persons, the volunteer must communicate in writing their interest to the SCFVS. Such communication should be reported to the Superintendent and placed in the volunteer's file.
16. **Criminal Charges** - A *Report of Criminal Charges* (see Directive 2112, "Report of Criminal Charges") must be filed if you are charged with the commission of a felony or misdemeanor. Violations which allege possession and/or use of a controlled substance must also be reported. If you are charged with the above you must report in writing the required information to the facility Superintendent.
17. **Use Of Information Obtained While A Volunteer** - No information gained as a Department of Correctional Services volunteer may be used for an interview or publication. This includes publishing information on a web site. Any person working for any editorial or news department of any media or organization will not be allowed to serve as a volunteer without the specific approval of the Director of Public Information.

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I hereby acknowledge receipt of the Volunteer Standards of Conduct and Guidelines. I understand that I will be held accountable for, and act in accordance with these guidelines and standards of conduct. I further understand that any violation may result in my termination as an approved volunteer. I acknowledge that I am physically fit to participate in the approved activity.

Signature of Volunteer

Date

Print Name of Volunteer

Witness

Date

New York State Department of Corrections & Community Supervision
Division of Ministerial, Family, and Volunteer Services

____/____/____
DATE

APPLICATION FOR VOLUNTEER STATUS
PART I - Volunteer Information

FACILITY APPLYING TO

IMPORTANT:

COMPLETE PAGES 1-5. IF A QUESTION DOES NOT APPLY, ANSWER N/A. YOU MUST SIGN AND DATE PAGE 5

1. a) Activity/Group/Program applying for: _____
 b) If religious program, please specify the religion: (i.e. Catholic, Protestant, Muslim, etc.) _____
2. Last Name: _____ First Name: _____ Full Middle Name: _____
3. Current Address: _____
 City: _____ State: _____ Zip: _____ E-mail: _____
 Current Mailing Address, if Different From Above: _____
 City: _____ State: _____ Zip: _____
4. a) Home Telephone # w/ Area Code: (____) _____
 b) Work Telephone # w/Area Code: (____) _____
 c) Cell phone # w/ Area Code: (____) _____
5. Social Security #: _____ Any other Social Security #(s) you have had: _____
6. Date of Birth: ____/____/____ Place of Birth: _____
 (City, State, Country)
7. Person to contact in case of an emergency: Name: _____
 Relationship: _____ Telephone: (____) _____
8. Name exactly as it appears on your Driver's License: _____
9. Other names you have been known by: Aliases / Maiden / Prior Marriage: _____

10. Current Driver's License Number: _____ State: _____
11. States in which you have or ever had a Driver's License or Non-Driver ID: _____
12. Sex: Female Male
13. Race: White Black Hispanic Asian Native American Other/specify _____
14. Eyes: Blue Black Brown Green Hazel Other/Specify _____
15. Hair Color: Black Brown Blonde Gray Bald Other/Specify _____
16. Complexion: Light Medium Dark
17. a) Height: Feet _____ Inches _____ b) Weight (lbs.): _____
18. List any scars, marks, or tattoos: _____

New York State Department of Corrections & Community Supervision
Division of Ministerial, Family, and Volunteer Services
APPLICATION FOR VOLUNTEER STATUS
PART I - Volunteer Information (continued)

19. Have you or any member of your family ever been the victim of or witness to a crime where the perpetrator(s) were sentenced to a period of incarceration in a Federal, State or County Correctional Facility? YES NO

* If "YES", please answer the following questions:

Victim's relationship to you: _____ Date of Incident: _____

Name(s) of perpetrator(s): _____

Location of Incident / City/Town: _____ County and State: _____

20. A) Are you receiving telephone calls, on the telephone or visiting list, corresponding with or sending packages to any offender presently incarcerated in a NYS Correctional Facility? YES NO

B) Do you reside with anyone who was previously incarcerated in a NYS Correctional Facility? YES NO
If "YES" to A or B, please provide the following information (attach additional sheets if necessary)

Offender Name: _____ DIN#: _____
Facility: _____ Relationship: _____

Offender Name: _____ DIN#: _____
Facility: _____ Relationship: _____

21. Are you currently or have you been previously employed, or had volunteer or contract service provider status with the New York State Department of Corrections & Community Supervision YES NO

a. If "YES", please check which one: Volunteer Contract Service Provider Employee

b. If "YES", please list the facilities: _____

Has status been revoked? YES NO If "YES", please list the facilities: _____

22. a. Name of the company or agency whom you represent as a volunteer: _____
Supervisor: _____ Phone Number: _____
Address: _____

b. If you are employed by a Government Agency, and provide a service relevant to your function, do you have Peace or Police Officer status? YES NO

23. Is a Professional License required to perform your duties? YES NO

If "YES", Please specify the following: License # _____ State _____
Issuing Agency _____

24. Are there any specific needs that you require to perform the assignment under the Americans with Disabilities Act? YES NO If "YES", please list: _____

25. (a) Are you a U.S. Citizen? YES NO (b) If "NO," provide Alien Registration # _____

26. Do you possess a valid Passport? YES NO

If "YES", please list issuing country & Passport Number: _____

New York State Department of Corrections & Community Supervision
Division of Ministerial, Family, and Volunteer Services
APPLICATION FOR VOLUNTEER STATUS
PART I - Volunteer Information (continued)

27. Have you traveled outside the continental United States in the past five years? YES NO

If "YES," please list destination and date of travel: _____

If "YES," please list reason for traveling to the destination: _____
(Attach additional sheets if necessary)

28. List any previous volunteer experience outside Corrections: _____

29. Are you now, or have you ever been a member or associate of a criminal enterprise, street gang, or any other group which advocated violence against individuals because of their ethnic origin, religion, political affiliation, nationality, gender, sexual orientation, or disability? YES NO

If "YES," please explain: _____

30. (a) Have you ever been convicted of any crime, (felony, misdemeanor or violation). Traffic infractions/violations need not be reported): YES NO

(b) Any Charges Pending? YES NO

(c) Have you ever had an Order of Protection filed against you? YES NO

If you answered YES to questions A, B, or C you must fill out PART II - Criminal History, of this application. This information will not necessarily preclude admission to a correctional facility if declared during the application process.

31. List full name(s), addresses, telephone numbers of two individuals who can verify your skills/ ability to serve or perform your duties.

REFERENCE # 1

REFERENCE # 2

Name: _____

Name: _____

Address: _____

Address: _____

City/State/ZIP: _____

City/State/ZIP: _____

PHONE #: _____

PHONE #: _____

E-MAIL ADDRESS: _____

E-MAIL ADDRESS: _____

New York State Department of Corrections & Community Supervision
Division of Ministerial, Family, and Volunteer Services
APPLICATION FOR VOLUNTEER STATUS
PART II - Criminal History

COMPLETE NAME AND DATE, AND THEN ANSWER QUESTIONS 32-35 ONLY IF YOU ANSWERED "YES" TO PART A, B, OR C OF QUESTION #30 ON PART I - VOLUNTEER INFORMATION, OF THIS APPLICATION FOR VOLUNTEER STATUS FORM.

Name: _____ Date: ____/____/____

32. Criminal History: (Please provide the following information for all of your convictions. If you served time in a New York State, Federal or County Correctional Facility, please provide your Departmental Identification Number(s) and the names of the facilities in which you were incarcerated.

NOTE: REPORT CONVICTIONS FOR FELONY, MISDEMEANOR, AND VIOLATION OFFENSES. TRAFFIC INFRACTIONS/VIOLATIONS NEED NOT BE REPORTED.

A. Charge/Charges: _____ Arresting Agency: _____
Conviction Date: ____/____/____ Sentence: _____ DIN: _____
Facility(s) Where Incarcerated: _____ Time Served: _____
Date Released From Incarceration: ____/____/____ Date Released from Parole / Probation Supervision: ____/____/____
Name of Parole or Probation Officer: _____
Location: _____ Telephone Number: _____

B. Charge/Charges: _____ Arresting Agency: _____
Conviction Date: ____/____/____ Sentence: _____ DIN: _____
Facility(s) Where Incarcerated: _____ Time Served: _____
Date Released From Incarceration: ____/____/____ Date Released from Parole / Probation Supervision: ____/____/____
Name of Parole or Probation Officer: _____
Location: _____ Telephone Number: _____

If additional space is needed, please attach an additional sheet with the pertinent information.

33. Are you currently an active Probation or Parole Supervision? YES NO
If "YES," please provide the following information:

A. Nature of Crime: _____ Arresting Agency: _____
Conviction Date: ____/____/____ Sentence: _____ DIN: _____
Time Served: _____ Date Released from Incarceration: ____/____/____
Anticipated release date from Parole or Probation Supervision: ____/____/____
Name of Parole or Probation Officer: _____
Location: _____ Telephone Number: _____

New York State Department of Corrections & Community Supervision
Division of Ministerial, Family, and Volunteer Services
APPLICATION FOR VOLUNTEER STATUS
PART II - Criminal History

NOTE: PAROLE / PROBATION INFORMATION - IF YOU ARE CURRENTLY ON PAROLE / PROBATION, YOU WILL NEED TO OBTAIN WRITTEN APPROVAL FROM YOUR PAROLE / PROBATION OFFICER FOR EVERY FACILITY IN WHICH YOU WISH TO PROVIDE A SERVICE.

34. If charges are currently pending against you, please explain the nature of the charges:

Date of arrest: ____ / ____ / ____ Police Agency: _____
Crime: _____ Felony Misdemeanor Drug/Domestic Violence Violation
Have you appeared in Court? YES NO Date: ____ / ____ / ____
Next court Appearance: ____ / ____ / ____
Have you forfeited bail bond to guarantee your appearance in court to answer these charges? YES NO
Give brief description of the circumstances: _____

35. Please include the following information regarding any Order of Protection filed against you:

Date Order of Protection was filed: ____ / ____ / ____
Court location where the Order of Protection was issued: _____
Name of the person the order was filed on behalf of: _____
Relationship: _____
Is the order still in effect: YES NO If "NO", date ended: ____ / ____ / ____

I HEREBY ACKNOWLEDGE THAT THE STATEMENTS MADE ABOVE ARE TRUE, COMPLETE, AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

NOTE: FALSE OR KNOWINGLY OMITTED STATEMENTS MAY BE GROUNDS FOR TERMINATION OF VOLUNTEER STATUS AND PERMANENT EXPULSION FROM A CORRECTIONAL FACILITY. FALSE AND KNOWINGLY OMITTED STATEMENTS MAY BE GROUNDS FOR PROSECUTION IN ACCORDANCE WITH PENAL LAW SECTION 210.45.

APPLICANT NAME: (PRINT) _____ DATE: _____
APPLICANT'S SIGNATURE: _____

OFFICIAL USE ONLY

FACILITY(S) WHERE SERVICE WILL BE PROVIDED: _____
FREQUENCY OF SERVICE (check one): Regular - Ongoing Occasional One-time

STAFF REVIEW

I have reviewed this application to ensure that it has been completed in its entirety and the individual has provided government issued identification to verify his / her identity. I also affirm that the signature herein is the signature of the applicant.

RECEIVING NYSDOCCS EMPLOYEE (PRINT): _____ TITLE: _____

RECEIVING NYSDOCCS EMPLOYEE (SIGNATURE): _____

TELEPHONE #: _____ E-MAIL: _____ FINGERPRINTS REQUIRED: YES NO

New York State Department of Corrections & Community Supervision
Division of Ministerial, Family, and Volunteer Services
APPLICATION FOR VOLUNTEER STATUS
PART IV – Acknowledgement of Orientation

INSTRUCTIONS: UPON COMPLETION OF ORIENTATION, THE VOLUNTEER AND SUPERVISOR OF VOLUNTEER SERVICES CONDUCTING THE ORIENTATION WILL CHECK ALL AREAS COVERED.

Applicant's Name (please print): _____ Date: ____/____/____

On this date, I attended orientation, and I was provided with the following information relevant to becoming a volunteer with the NYS Department of Corrections & Community Supervision:

- 1) _____ A brief overview of the NYS Department of Corrections & Community Supervision.
- 2) _____ General information pertaining to the correctional facility where I will be assigned.
- 3) _____ Volunteer Standards of Conduct and Guidelines have been discussed and acknowledged in writing.
- 4) _____ Discussion of contraband and the NYS Penal Law.
- 5) _____ I understand that if I am injured while performing my approved duties, I must immediately report said injuries to facility personnel.
- 6) _____ I received information pertaining to HIV/AIDS/TB.
- 7) _____ I reviewed the videotape, "Games Inmates Play," and/or "Volunteering in Corrections," by the American Correctional Association.
- 8) _____ I have met/been informed who will be my Staff Supervisor.
- 9) _____ I understand that I shall report in writing any arrest for a violation which alleges domestic violence and/or possession of a controlled substance, any misdemeanor, or any felony to the facility superintendent or designee (not to fall below the level of Watch Commander) as soon as possible, but in any event no later than the first working day following the arrest.
- 10) _____ I received a copy of the most updated memorandum from the Commissioner regarding the policy on the Prevention of Sexual Abuse of Inmates (NOTE: The volunteer's written acknowledgement of receipt must be attached to this document).
- 11) _____ I received a copy of the NYS Policy Statement on "Sexual Harassment in the Work Place" per the Governor's Executive Order # 32.
- 12) _____ I fully understand that there is no expectation of privacy with regard to my duties within a correctional facility setting and that security monitoring, including electronic monitoring, may occur.
- 13) _____ I understand the carrying or possession of electronic devices including, but not limited to, cellular phones, pagers, personal digital assistants, cameras, recording devices, two-way radios, laptop computers, or other similar electronic devices, is strictly prohibited anywhere inside a correctional facility.

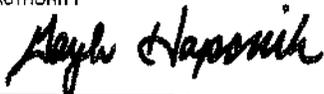
APPLICANT SIGNATURE: _____ DATE: ____/____/____

STAFF SIGNATURE: _____ DATE: ____/____/____
(Person who provided the orientation)

TITLE: _____

ATTACHMENT I

DOCCS DIRECTIVES

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

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

II. DEFINITIONS

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

III. FINGERPRINTING

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

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

NOTE: If the contract service provider employee is working at more than one facility, the facility should contact EIU at (518) 485-9500 to determine if fingerprints were previously submitted by another facility. It will only be necessary for one set of fingerprints to be submitted.

5. Contractors/Consultants who work within any DOCCS facility or office will be fingerprinted only where the Superintendent, Regional Director, Division Head or designee has determined that registration is required. Fingerprints will be taken by the facility ID Officer on the DCJS-4 non-criminal card with the Central Office personnel contributor number 700168R. A journal voucher must accompany all fingerprint cards in order to provide the required processing fee. Failure to submit the JV will result in a delay in processing. Fingerprint responses (RAP sheets) will be forwarded to the originating facility by EIU.

NOTE: If the contractor may be working at more than one facility, the facility should contact EIU at (518) 485-9500 to determine if fingerprints were previously submitted by another facility. It will only be necessary for one set of fingerprints to be submitted.

6. Teachers, Vocational Instructors and other 10-month employees assigned to the regular school year will be fingerprinted only once, even when they do not work the summer session. Summer School Teachers/Vocational Instructors will be fingerprinted only once as long as they work every consecutive summer. If there is a break in service and they fail to work one summer, they will be treated as a new employee during future summers, fingerprinted and charged the applicable fee. Prior to the start of each summer session, facilities must request that a criminal history inquiry be conducted by EIU on all Summer School Teachers and Vocational Instructors in accordance with Section IV of this Directive.
7. Volunteers deemed "Regular-Ongoing" shall be the only volunteers fingerprinted. This will be in accordance with procedures in Directive #4750, "Volunteer Services Program" Section V-C-3.

- B. Fingerprint Cards*: The processing person (in facilities, the ID Officer) shall verify the identity of the person being fingerprinted, enter all pertinent data following instructions on the card, take the prints using the "rolled impression" method in the numbered print blocks, and the "plain impression" method in the lower row of blocks, secure the signature of the person being fingerprinted, and then sign as the official taking the fingerprints.

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

700168R

NYS DOCCS

Personnel Office

Albany, NY 12226 - 2050.

*See the summary Processing Chart, Attachment A.

C. Fees:

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

*See the summary Processing Chart, Attachment A.

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

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

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

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

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

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

See the summary Processing Chart, Attachment A.

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

The following Processing Chart summarizes the fingerprint processes:

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

C = Central Office

F = Facility



STATE OF NEW YORK

**DEPARTMENT OF CORRECTIONS
AND COMMUNITY SUPERVISION**

THE HARRIMAN STATE CAMPUS – BUILDING 2

1220 WASHINGTON AVENUE

ALBANY, N.Y. 12226-2050

BRIAN FISCHER
COMMISSIONER

MEMORANDUM

TO: All Employees, Contractors, Volunteers and Interns

FROM: Brian Fischer
Commissioner

DATE: October 3, 2011

SUBJECT: **Policy on the Prevention of Sexual Abuse of Inmates (revised)**

The New York State Department of Corrections and Community Supervision has **zero tolerance for sexual abuse**. It has long been the policy of the Department that staff-on-inmate, inmate-on-inmate and inmate-on-staff sexual abuse will not be tolerated -- **all sexual conduct, including sexual contact, is against the Department's rules.**

The Department's policy is consistent with the goals of the Prison Rape Elimination Act of 2003 (PREA), and national efforts to address inmate-on-inmate and staff-on-inmate sexual abuse in all United States federal, state, and local correctional facilities.

What is Sexual Abuse?

Inmate-on-Inmate Sexual Abuse is when one or more inmates engage in sexual conduct, including sexual contact, with another inmate against his or her will or by use of threats, intimidation or other coercive actions.

Staff-on-Offender Sexual Abuse is when an employee, volunteer, intern or outside contractor engages in sexual conduct, including sexual contact, with an inmate or offender committed to the care and custody or supervision of the Department, including a person under parole or other community supervision.

New York Penal Law § 130.05

Under Section 130.05 of the Penal Law, as amended effective November 1, 2011, an offender is incapable of consent to any sexual act with an employee. This statute makes it a crime for an employee to engage in a sexual act with an inmate where that employee performs duties in a state correctional facility in which the victim is confined at the time of the offense consisting of providing custody, medical or mental health services, counseling services, educational programs, vocational training, institutional

parole services or direct supervision to inmates. In particular, the law criminalizing sexual acts with an inmate has been expanded to add any employee who performs duties in a correctional facility consisting of supervising one or more inmates. The law also applies to any contract employee or volunteer who regularly provides services to inmates. An employee who engages in sexual conduct or sexual contact with an inmate is guilty of a sex offense even if the inmate "willingly" participates.

The law has also been amended to make it a crime for an employee to engage in a sexual act with a person under community supervision where that employee performs duties of supervising persons released on community supervision and supervises the victim at the time of the offense. This law also extends to such employees who previously supervised the victim if the victim is still under community supervision at the time of the offense.

Any sexual abuse of an inmate or offender committed to the care and custody or supervision of the Department by a staff member, contractor or contract employee, intern or volunteer will result in appropriate disciplinary or administrative action and will be prosecuted to the fullest extent allowed by law.

Duty to Report

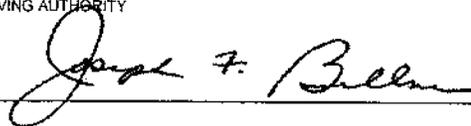
All employees, regardless of title, are under a duty to report (1) any coerced or forcible sexual act against an inmate; (2) any sexual conduct (sexual intercourse, oral sexual conduct, anal sexual conduct, aggravated sexual contact, or sexual contact) between a staff member and an inmate or offender subject to the supervision of the Department; (3) any inappropriate relationship between an employee and an inmate or offender subject to the supervision of the Department; (4) any act of staff voyeurism; or (5) any allegation of retaliation for reporting an incident of sexual abuse or for participating in an investigation of an allegation of sexual abuse.

Any allegation of retaliation against an inmate or any other individual for reporting an incident of sexual abuse or for participating in an investigation of an allegation of sexual abuse must also be reported.

The reported information shall be kept confidential and only discussed with employees and law enforcement officials involved in the reporting, investigation, discipline and treatment process, or as otherwise required by law.

All allegations of sexual abuse, sexual threats, or staff voyeurism will be thoroughly investigated. Furthermore, any perpetrator of a sexual abuse incident will be dealt with severely through discipline and/or prosecution to the fullest extent permitted by law.

The Department's policy on the Prevention of Sexual Abuse of Inmates, including the duty to report, is set forth in Directive #4027A "Sexual Abuse Prevention & Intervention - Inmate-on-Inmate" and Directive #4028A "Sexual Abuse Prevention & Intervention - Staff-on-Inmate."

 <p style="text-align: center;">STATE OF NEW YORK DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION</p> <p style="text-align: center;">DIRECTIVE</p>	TITLE		NO. 4936
	Search of DOCCS Employees		DATE 10/10/2012
SUPERSEDES DIR# 4936 Dtd. 10/26/11	DISTRIBUTION A	PAGES PAGE 1 OF 3	DATE LAST REVISED
REFERENCES (Include but are not limited to)	APPROVING AUTHORITY 		

- I. **PURPOSE:** The presence of contraband within a correctional facility and its subsequent possession and/or use by inmates threatens the security of the facility; it endangers the safety of inmates, employees, visitors, and the community.

Introducing or possessing contraband in a facility is a violation of the law and Department of Corrections and Community Supervision Rules and Regulations and violators are to be prosecuted. Employees attempting to introduce contraband or in possession of contraband shall be subject to both prosecution and disciplinary action.

Sound security operations require routine, periodic, and special searches of all persons entering the facility. This directive outlines the security procedures to be followed in searching employees while on facility property. See also Directive #4900, "Security in Gate Areas," and Directive #4910, "Control of and Search for Contraband."

- II. **GUIDELINES:** Section 6.21 of the Department's Employees' Manual states:

Any employee on facility property or while on duty is subject to search. All employees may routinely be subjected to a metal detector search and packages and other articles carried into a facility may be routinely inspected. Pat or strip searches may be conducted only on the order of the Superintendent or Acting Superintendent and must be supervised by a uniformed supervisor or a non-uniformed employee of a higher grade than the employee being searched. Any article that may not be properly taken into or out of the facility may be confiscated and turned over to the Officer in Charge for appropriate disposition. Refusal by an employee to submit to a search is insubordination, may be cause to refuse him/her entrance to the facility, and may constitute grounds for disciplinary action. The Department's policy and procedures concerning such searches are contained in Directive #4936, "Search of DOCCS Employees."

Among the many procedures that may be taken to ensure safe and secure facilities is the procedure that permits the searching of employees at any time they are on facility property. The need for this procedure has been demonstrated by those occasions when employees have been found to possess contraband within the facilities.

It must also be recognized that all facility employees shall be treated fairly and in a dignified manner on those occasions when a search is required.

- A. Metal Detector Searches: All employees may routinely be subjected to a metal detector search. All DOCCS employees who are not regularly assigned to the facility shall be subject to metal detector searches in accordance with Directive #4900 (walk-through and/or hand held).

Note: Central Office staff and other Department employees entering a correctional facility for official business will not be subjected to a search, including metal detector screening, as a matter of practice, unless specifically directed by the Superintendent or Acting Superintendent.

Packages and other articles carried into the facility shall also be inspected. Exception: Documents and equipment carried by members of the Inspector General's Office or Bureau of Labor Relations in connection with official investigations or labor relations cases are not subject to examination at any correctional facility without the approval of the Commissioner.

B. Pat Frisk Searches: The Superintendents may order periodic pat frisk searches of any DOCCS employee. Pat frisk searches shall be supervised by a uniformed supervisor of the rank of Sergeant or above or a non-uniformed employee of a higher pay grade than the employee being searched. The Officer conducting the pat frisk search must be of the same sex as the employee being searched.

C. Strip Searches

1. Definition: For purposes of this directive, a strip search is defined as an inspection of the naked body of the person, and an examination of the person's clothes and personal effects.
2. A strip search of an employee may only be conducted on the order of the Superintendent or Acting Superintendent, or the Officer of the Day when the Superintendent or Acting Superintendent is absent from the facility and cannot be contacted.
3. Prior to ordering such a strip search, the Superintendent, Acting Superintendent, or Officer of the Day must make a determination of reasonable suspicion, based upon a review of the specific facts in each situation and rational inferences drawn from the facts.

The following illustrations will provide guidance in determining whether there is "reasonable suspicion" in order to approve an employee strip search.

- Illustration #1: Superintendent Doe receives information from two Correction Officers that employee Roe is bringing marijuana into the correctional facility on a certain day. One of the Officers has given the Superintendent reliable information in the past. There is reasonable suspicion in order to approve a strip search of employee Roe.
 - Illustration #2: Inmate Jones informs Superintendent Doe that employee Roe is helping inmate Smith to escape from the facility. Another employee confirms this with additional information that Roe is bringing in drugs and a hacksaw on a certain date. There is reasonable suspicion and the Superintendent may approve the employee's strip search.
 - Illustration #3: Superintendent Doe receives general rumors from uniformed supervisors and another reliable source that employee Joe was bringing contraband into the facility. Further, the Superintendent received the same general information from another inmate who has provided reliable information in the past at another facility. Finally, contraband had been discovered at the facility. These facts justify the Department's decision to approve a strip search of employee Joe.
 - Illustration #4: Inmate Doe gives information to the Department that employee X was bringing drugs into the facility. There is no evidence that this inmate had a history of providing reliable information in the past. Further there is no corroborating evidence. These circumstances do not satisfy the reasonable suspicion standard to justify a strip search.
4. Strip searches must be supervised by a uniformed supervisor having at least the rank of Lieutenant, or at a minimum security facility where it may be a Sergeant if he or she is the ranking supervisor present.
 5. No more than one searching employee may be present in addition to the supervising employee. Additional staff presence must be approved by the Superintendent.
 6. Employees who are to be searched will be treated in a professional manner. Such strip searches shall be conducted in areas, which are clean and heated, have appropriate floor covering on which to stand and have a space for the employee's clothes off of the floor.
 7. The employee to be searched shall be escorted to the appropriate private area and kept under direct visual observation until commencement of the search.

8. The supervising and searching employees must be of the same sex as the employee being searched. If a ranking female security supervisor is not available, the Superintendent shall designate a female employee (holding a higher grade than the employee being searched) to be present during the search.
 9. An employee may refuse to submit to a strip search, but such refusal shall be cause to deny the employee's entrance to the facility and shall be grounds for disciplinary action.
 10. The employee being searched may request the presence of a witness or union representative. If the employee being searched is a non-uniformed employee, every effort should be made to have the employee's supervisor present during the search if the employee so requests.
 11. Subsequent to the search, the employee will be provided with a statement that will include: date of search, time of day, location, identification of searching employees, supervising employee, representative or witness present, and the results of the search. This report shall be delivered to the employee and, upon the employee's request, the union representative no later than the end of the work day following the day the request was made.
 12. A copy of such statement shall be forwarded to the Deputy Commissioner for Correctional Facilities.
- D. Prohibited Strip Searches and Frisks
1. Random strip searches are not allowed.
 - a. Definition: For purposes of this directive, a random strip search is a strip search conducted for security or investigatory reasons when there has not been a Superintendent's determination of reasonable suspicion regarding a specific individual.
 - b. Random strip searches are not to be ordered. There must be a finding of reasonable suspicion that an individual employee was attempting to introduce contraband into the correctional facility prior to ordering the strip search of an employee.
 2. Strip frisks are not allowed without a search warrant.
 - a. Definition: For purposes of this directive, a strip frisk is defined as a search including a visual examination of the anal and genital areas of the person searched.
 - b. No employee shall be strip frisked, unless the Superintendent has first secured a search warrant for that person to be strip frisked.