



STATE OF NEW YORK
EXECUTIVE DEPARTMENT
DIVISION OF PAROLE
97 CENTRAL AVENUE
ALBANY, NEW YORK 12206

ELIOT SPITZER
GOVERNOR

GEORGE B. ALEXANDER
CHAIRMAN

June 15, 2007

Dear Administrative Officer:

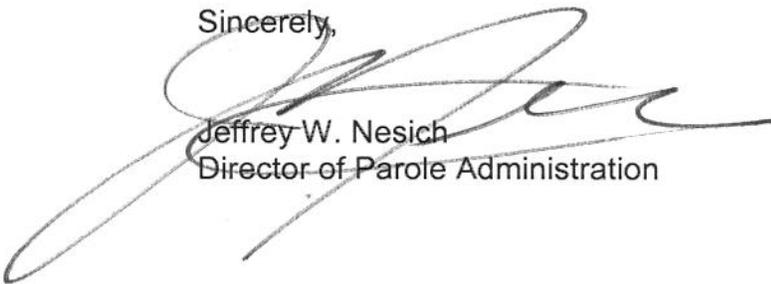
This letter is to inform you that on June 18, 2007, the Division of Parole (DOP) will release Request for Proposal (RFP) 2007-05 Volunteer Mentoring Program for Women on Parole. The RFP and all associated materials and forms are available on the NYSDOP website at: www.parole.state.ny.us, click on Program and Resources, Request for Proposals.

This RFP will enable the Division to award a contract for the development and operation of a Volunteer Mentoring Program for Women on Parole under supervision in the New York City area. Please note there will be a formal non-mandatory Bidder's Conference on Tuesday, July 10, 2007, at the Division's Central Office, 97 Central Avenue, Albany, and at the Division's New York Metro I Office (3rd Floor Conference Room), 119 West 31st Street, New York (video conferencing will be used at both sites). Any questions pertaining to this proposal, or to confirm your attendance and be advised of the time of the conference, should be addressed to Barbara Farley, Contract Management Specialist, at (518) 473-3901 or e-mailed to contracts@parole.state.ny.us. Questions must be submitted by July 17, 2007. Answers to all questions will be posted on the NYSDOP website no later than July 19, 2007. A transcript of the Bidder's Conference will be made available on the website no later than July 20, 2007.

Proposals must be received by 12:00 noon on July 27, 2007. Proposals that are late for any reason will be rejected. Faxed or e-mailed copies are not acceptable.

Please call me if you need any additional information (518) 473-3901.

Sincerely,


Jeffrey W. Nesich
Director of Parole Administration

New York State
Division of Parole

**Request for Proposal
RFP 2007-05
VOLUNTEER MENTORING PROGRAM
FOR WOMEN ON PAROLE**

**Eliot Spitzer
Governor**



Division of Parole

George B. Alexander
Chairman

NYS DIVISION OF PAROLE
REQUEST FOR PROPOSAL 2007-05

VOLUNTEER MENTORING PROGRAM FOR WOMEN ON PAROLE

I. PURPOSE

The New York State Division of Parole (DOP) invites proposals for the development and operation of a Volunteer Mentoring Program for female offenders under Parole supervision in the New York City area. The Volunteer Mentoring Program is an initiative that matches women under the supervision of the Division with volunteers in the community. The program is intended to assist women in making the transition from incarceration to the community. It provides participants with an opportunity to develop supportive relationships and networks. It also offers advocacy and referral to resources and services pertinent to the individual participant's case needs.

The Volunteer Mentoring Program begins its involvement with potential participants prior to an offender's release from state prison, by conducting outreach at the Taconic and Bedford Hills Correctional Facilities, both of which are located in Bedford Hills, Westchester County, New York. Through educational and informational sessions, the program is presented to interested New York City bound inmates who are four months from scheduled release to parole, conditional release or post-release supervision. Individuals found eligible for the program are linked with a mentor who has made a commitment to volunteer time to engage in a relationship of trust with a woman coming out of prison. The mentor will work to identify and develop the positive characteristics and strengths of the mentee and provide encouragement and support. The Program seeks to help the female offender identify goals; problem-solve; become self-sufficient; access information regarding employment, independent living, educational/vocational opportunities, mental health services, childcare, parenting practices, budgeting, and preventing behaviors leading to relapse and reincarceration, etc. Program participation is between ten and twelve months, with aftercare services (such as educational and counseling sessions) offered as long as requested by the participant.

Contract term will be for a period of five-years, effective September 1, 2007 through August 31, 2012.

Background and Demographic Profile

The New York State Division of Parole is a criminal justice agency responsible for the community supervision of a statewide population of offenders who have been released from State-operated Correctional Facilities. Release from incarceration can 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.

As of March 31, 2007, there were approximately 43,000 offenders under supervision within New York State of which approximately 9% were female. Approximately 25 female offenders are released from Bedford and Taconic Correctional Facilities to Parole supervision in New York City each month.

Eighty-three percent (83%) of the female supervision population is 31 years of age or older, approximately 89% have a substance abuse history, and some 60% are unemployed at any one time. Nearly 76% are under supervision for a drug conviction. According to NYS Department of Correctional Services, female inmates report having an average of two children.

Offenders released from incarceration may experience a variety of transitional issues and have special needs in the areas of substance abuse, housing, health, mental illness, employment and family reintegration. A productive, lawful transition to society depends on appropriate linkages to community resources and services. Parole's community supervision process seeks to employ a comprehensive approach to public safety and offender management. Parole Officers must have resources available in order to assist offenders toward success under parole supervision and to ensure community protection issues are addressed. Offenders benefit from concrete, practical help in dealing with the multiplicity of problems they often face, and a mentoring program offers a unique, one on one response.

Services To Be Provided

The Division seeks to establish a Volunteer Mentoring Program for Women on Parole as follows:

- The program must be located in one of the five boroughs of New York City. Pre-release services will be provided at Taconic and Bedford Hills Correctional Facilities. Post-release services will be provided to releasees to the New York City area.

The program must have the capacity to:

- Develop mentor resources through active community recruitment efforts with businesses, institutions of higher education, religious organizations, sororities, community boards, professional organizations, etc. Reference checks must be conducted on all prospective mentors.
- Provide training to mentors on an on-going basis. Mentors will be required to meet with, assess and plan services with mentees. Mentors shall be volunteers willing to commit a minimum of one-year service to the program.
- Coordinate and provide special events, informational sessions, counseling and information regarding community resources for program participants.

II. SCOPE

The required Scope of Services is included as *Attachment*; be sure to address all requirements as specified.

III. EVALUATION PROCESS

The Division of Parole 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. Award will be given to providers whose proposal provides the **best value** as determined by the Division. If two offers are found to be equivalent, price shall be the basis for determining the award recipient. The basis for determining the award shall be documented in the procurement record.

Any original proposal submitted with incomplete information or absent information, including but not limited to the Certificate of Occupancy, requested Budget, or Signed Cover Sheet, will not receive award consideration. Additionally, RFP reviewers will not read or evaluate any information contained in the response to Attachment C if those pages minus the Budget attachments exceed the 10-page limit (double spaced).

A Committee of Division managers will evaluate all proposals to determine which proposal is most capable of implementing the Division's requirements based on the following criteria:

Phase I

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

Pass/Fail Checklist

- Original signed proposal plus ten (10) copies
- Signed Application Cover Sheet (signature represents firm offer, compliance with Attachment A, and MacBride Fair Employment Principles.
- Double-spaced Proposal Response Narrative

Completed and submitted IN ORDER:

- Application Cover Sheet (*Attachment D*)
- Ten (10) page Proposal Response Narrative (*See Attachment B*)
- Budget Form and Narrative Justification (*Attachment E*)
- Certificate of Occupancy, if applicable
- Any applicable licenses
- Certificate of Incorporation
- Board of Directors list
- Resumes of staff to provide services
- Letters of Recommendation (non-Parole staff)

Completed attachments:

- State Finance Law §139j and §139k (*Attachment F*)
- Worker's Compensation Insurance (*Attachment G*)
- Vendor Responsibility Questionnaire (*Attachment H*)
- ST-220 Tax Certification (*Attachment I*)

Phase II

Phase II will consist of an initial verification that all proposal copies are complete. Accordingly, if copies are found to be incomplete from the original submitted proposal, Committee members will **deduct 5 points** from provider's total score. Phase II will then consist of an evaluation of your detailed programmatic proposal, including references and financial components (see *Attachment C* for specific format and instructions):

- A. Agency Summary (15 points);
- B. Program Information (15 points);
- C. Experience/References (25 points);
- D. Program Performance (20 points);
- E. Budget/Fiscal: competitiveness of the total proposed costs, including application of any and all third party revenue (25 points).

Points will be awarded for each category as listed above. The proposal that receives the highest overall score will be recommended for Contract Award. In the event of a tie, the proposal with the lowest cost will be awarded.

V. PROPOSAL SUBMISSION

Proposals must be submitted in accordance with the following format:

- Standard 8.5 x 11 inch paper, one-inch margins all the way around, business print style font of not less than 12 points, **double-spaced**. *Proposals that are not double-spaced will be disqualified.*
- Submitted proposals must include documents as noted below in the following order. Failure to submit any documents in the original proposal will result in being excluded from award consideration (included in Pass/Fail Checklist):
 - ✓ **Completed Attachment D (Application Cover Sheet);**
 - ✓ **Ten (10) page Proposal Response Narrative (See Attachment C) you will be specifically scored on this submission;**
 - ✓ **Completed Attachment E (Budget Form and Narrative Justification);**
 - ✓ **Certificate of Occupancy, if applicable;**
 - ✓ **Any applicable licenses;**
 - ✓ **Certificate of Incorporation;**
 - ✓ **Board of Directors list;**
 - ✓ **Resumes of existing staff who will be assigned to provide services to parolees;**
 - ✓ **Letters of Recommendation; and,**
 - ✓ **Completion of the following attachments:**
 - **Compliance with State Finance Law §139j and §139k**
 - **Certificate of Worker's Compensation Insurance**
 - **Vendor Responsibility Questionnaire**
 - **ST-220 Tax Certification**
- The original proposal **signed** by the Chief Executive Officer of the agency plus ten (10) copies must be included.

NOTE: ANY PROPOSAL THAT IS SUBMITTED LATE OR BY FAX WILL NOT BE CONSIDERED.

VI. STIPULATIONS

- A. Issuance of this RFP does not commit the Division to award any contracts or to pay any costs involved in preparation of proposals. All proposals are submitted at the sole responsibility of the applicant.
- B. The Division reserves the right to make more than one award or no award for any service described herein.
- C. The Division reserves the right to amend, modify, or withdraw this RFP at any time and without notice to or liability to any applicant or other parties for expenses incurred in preparation of a proposal.
- D. The application shall be signed by an official authorized to bind the applicant and shall constitute a firm offer by the applicant for a minimum period of 90-days after proposal submission. The proposal shall serve as the basis for the contract with successful applicants.
- E. Applicant must represent that the services provided are 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.
- F. Contract awardees 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. Applications from Minority and Women-Owned Enterprises are encouraged.

VII. REQUIREMENTS

To receive consideration, proposals must demonstrate:

- A. That they can deliver services at the identified location by program commencement.
- B. That the program can start within 60 days of award notification.
- C. That they can provide the services to releasees described in this RFP in a manner that best meets the needs and operation of the Division.
- D. That their background and experience qualify them to provide these services and that they have the fiscal integrity and organizational structure to support this undertaking.
- E. That they will comply with all standards and appropriate regulations governing contracts with the State of New York (*Attachment A*).
- F. That they have a willingness to work with the Division to achieve any goals established relative to sub-contracting or purchasing of supplies from Minority and Women-Owned Businesses.

MWBE Forms

Subject to the requirements of Article 15-A of the Executive Law, the Division of Parole has established MBE goals of ten (10) percent participation for Region I and Region II and five (5) percent participation for Regions III, IV, and V; of the dollar value of this agreement by certified minority-business enterprises (MBE's) as subcontractors and suppliers on this project for the provision of services and materials. Likewise, the Division of Parole has established WBE goals of eight (8) percent participation for Region I and Region II and four (4) percent participation for Regions III, IV, and V; of the dollar value of this agreement by certified women-owned business enterprises (WBE's) as subcontractors and suppliers on this project for the provision of services and materials. These percentages are not set asides or quotas, but are only targets. Percentages do change according to MWBE availability and the type of service or commodity the Division of Parole contracts. All bidders must submit a brief description of how MBE/WBE goals will be met. Selected bidders should be prepared to submit an MWBE Utilization plan (MWBE1), which meets the above goal percentages within seven (7) business days after date of notification by Parole. Parole's Affirmative Action Office will assist the bidder in identifying certified MWBE firms within the bidder's geographic area.

In accordance with Section 312 of Executive Law; Article 15-A, EEO (Equal Employment Opportunity) regulations mandate that all contractors and/or subcontractors as a precondition to entering into a valid and binding State contract shall agree: not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action. The contractor and/or subcontractor shall also submit a Staffing Plan (see *Attachment J*) of the anticipated workforce to be utilized on the contract, and an EEO Policy Statement (see *Attachment J*).

Accordingly, *Attachment J* forms will only need to be completed upon award notification.

- G. That they have the ability to service Spanish-speaking clients.
- H. Please stipulate if your organization has any business interests in Northern Ireland and if so, that it will take lawful steps in good faith to conduct said operation in accordance with MacBride Fair Employment Principles and that you will permit independent monitors of your compliance with such principles.
- I. Completion of the attached forms:
 - **Compliance with State Finance Law §139j and §139k (Attachment F)**
New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Contractor that all information provided to the Division of Parole with respect to State Finance Law §139-k is complete, true and accurate (*Attachment F, Form 1*). In addition, State Finance Law §139-j(6) requires that the Division of Parole incorporate a summary of its policy and prohibitions regarding permissible contacts during a covered procurement.

State Finance Law §§139-j and 139-k, also imposes certain restrictions on communications between the Division of Parole and Contractors during the procurement process. Potential Contractors are restricted from making contacts from the earliest notice of intent to solicit offers pursuant to the “Request for Proposal (RFP)” through final award and approval of the Procurement Contract by the Division of Parole and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Regarding this RFP process you may only contact Barbara Farley, Contract Management Specialist. Indicate your concurrence with this requirement in *Attachment 2*. Please note that during the RFP process that the Division of Parole is required to determine the responsibility of “the proposed Contractor” pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period the Contractor is barred from obtaining governmental Procurement Contracts.

Lastly, New York State Finance Law §139-k(2) obligates the Division of Parole to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j (Attachment 3). This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, potential Contractor must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by the Division due to: (a) a violation of State Finance to the Division of Parole. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether a Contractor fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Contractor that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Contractor is necessary to protect public property or public health safety, and that the Contractor is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

The Division of Parole must obtain the required certifications that the information in your proposal is complete, true and accurate and if any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j exist.

Accordingly, all potential Contractors submitting a proposal pursuant to this RFP must provide the four attached completed certification forms (see *Attachment F*) with their proposal.

▪ **Certificate of Worker’s Compensation Insurance (Attachment G)**

Workers’ Compensation Requirements Under Wcl §57 - To assist the Division in enforcing Section 57 of the Workers’ Compensation Law, organizations entering into contracts with the Division of Parole **MUST** provide ONE of the following forms:

C-105.2 – Certificate of Workers’ Compensation Insurance (the business’ insurance carrier will send this form to the Division upon request) PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; **OR**

WC/DB-100 Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers’ Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; **OR**

WC/DB-101, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers’ Compensation And/Or Disability Benefits Insurance Coverage; **OR** (Affidavits must be stamped as received by the NYS Workers’ Compensation Board.) **See attached affidavit form.**

SI-12 – Certificate of Workers’ Compensation Self-Insurance (the business calls the Board’s Self-Insurance Office at 518-402-0247), OR GSI-105.2 – Certificate of Participation in Workers’ Compensation Group Self-Insurance (the business’ Group Self-Insurance Administrator will send this form to the Division upon request).

▪ **Vendor Responsibility Questionnaire (Attachment H)**

Questionnaires Attached – “For Profit” and “Not-for-Profit; please complete the appropriate questionnaire.

The Division of Parole is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. This questionnaire (*Attachment H*) is designed to provide information to assist Parole in assessing a vendor’s responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each bidder or proposer’s authorization to do business in New York, business integrity, financial and organization capacity, and performance history.

Prospective contractors will have to answer every question contained in the questionnaire. Each “Yes” response requires additional information. The vendor must attach a written response that adequately details each affirmative response. The completed questionnaire and attached responses will become part of the procurement record.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing contractor’s business and operations, as the questionnaire information must be attested to by an owner or officer of the vendor. **Please read the certification requirement at the end of the questionnaire (*Attachment H*).**

▪ **ST-220CA & TD Tax Certification (Attachment I)**

NYS enacted section 5-a of the Tax Law requiring persons awarded contracts valued at more than \$15,000 with state agencies, public authorities or public benefit corporations to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. A contractor, affiliate, subcontractor or affiliate of a subcontractor must be certified as having a valid certificate of authority if such person makes, or has made, aggregate sales delivered within New York State of more than \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. A contractor must use Form ST-220TD and/or ST-220CA, Contractor Certification (*Attachment I*), to make this certification before the contract may be approved by the Office of the State Comptroller (OSC), or other contract approver if OSC is not required to approve the contract. Part I of form covers contract services that are not services for purposes of Tax Law section 5-a.

VIII. PROPOSAL SUBMISSION AND DUE DATES

There will be a formal Bidder's Conference on **Tuesday, July 10, 2007**, at the Division's Central Office, 97 Central Avenue, Albany, and at the Division's New York Metro I Office (3rd Floor Conference Room), 119 West 31st Street, New York (video conferencing will be used at both sites). Any questions pertaining to this proposal, or to confirm your attendance and be advised of the time of the conference, should be addressed to Barbara Farley, Contract Management Specialist, at (518) 473-3901 or e-mailed to contracts@parole.state.ny.us.

Questions must be submitted by July 17, 2007. Original proposals plus ten copies, including the completed Application Cover Sheet (*Attachment D*), and Proposed Budget Sheet (*Attachment E*), must be received no later than **12:00 noon on July 27, 2007**. Any proposals received after this time cannot be accepted.

Proposal original plus 10 copies must be received in a sealed envelope marked "**Proposal for Bid 2007-05**" and forwarded to:

**NYS Division of Parole
Contract Management Unit
Proposal for Bid 2007-05
97 Central Avenue
Albany, NY 12206**

ATTACHMENT A

Standard Clauses for All NYS Contracts

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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1. Executory Clause
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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 previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment 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).
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.
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) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of Accounting Operations, 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, 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:

(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, 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; or (iii) banking services, insurance policies or the sale of securities. 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 Governor's Office 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 State Finance Law §165. (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
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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ATTACHMENT B

VOLUNTEER MENTORING PROGRAM FOR WOMEN

SCOPE OF SERVICES

ATTACHMENT B

NEW YORK STATE DIVISION OF PAROLE

VOLUNTEER MENTORING PROGRAM FOR WOMEN

SCOPE OF SERVICES

Scope of Services

It shall be understood by all parties that participants will remain under the jurisdiction of DOP and DOP will retain all necessary responsibility and authority over the participants. DOP will provide for the monitoring of business management and administration of the program, monitoring of mentoring and rehabilitation services provided to participants and will periodically conduct on-site program reviews.

The Contractor shall designate an administrative liaison for the program and fiscal management of the contract. The Division of Parole will designate a contract manager on the local level who will coordinate the Division of Parole's involvement with the service provider.

The Contractor shall furnish the necessary facilities, equipment, and personnel to provide for the safekeeping, care and assistance of persons participating in services as required by DOP.

A. Administration

1. The Contractor shall have a written policy and procedure manual for staff program operation and control. In addition, the Contractor shall develop and issue to each participant a handbook that includes general information about program operation and the participant's responsibilities in the program. Said materials shall be in both English and Spanish.
2. Program rules and regulations shall be subject to the approval of DOP and must clearly reflect policies regarding consequences for non-compliance. Upon program entry, all participants shall be promptly advised in writing of the rules of the program and any discipline system. Such notice shall be in both English and Spanish.
3. The Contractor shall attend and participate in meetings with DOP staff for the purpose of training, technical overview of performance under this contract, problems encountered and recommendations for program improvement.
4. The Chairman or his designee shall have immediate access to participants and all records pertaining to participants. Noncompliance with this section shall mean immediate termination of the contract.

5. No participants shall have the authority to supervise other participants. In addition, no participants shall have access to the records of other participants or to DOP computer equipment.
6. The Contractor shall have an administrator/supervisor on staff, responsible for overseeing the day-to-day operations of the program and supervising the work of all staff and volunteers.
7. The Contractor shall establish adequate record-keeping systems that will ensure prompt, complete submission of all fiscal and programmatic forms to the Division of Parole, as required, on a monthly basis.
8. The Contractor will maintain a daily census that does not include any releasees who have been discharged or have not been in attendance in the last 30 calendar days.
9. The program will be open to the inspection of the Division of Parole during operating hours of the program without the necessity of prior appointment or legal process. Non-compliance with this section can result in termination of the contract.
10. The contractor shall have a specific plan for responding to medical emergencies. Staff employed by the contractor shall be informed of the procedures to access medical services in the local area in the event of a medical emergency.

B. Personnel

1. The Contractor shall employ staff and engage volunteers, in such number as to effectively conduct the program. Preferred staffing (employees and volunteers) include the following: a Program Director or Coordinator; a case manager; volunteer mentors and clerical support.
2. The Contractor shall maintain written job/volunteer duty descriptions that accurately describe current responsibilities for all individuals performing services under this contract. The appropriate job/duty descriptions shall be provided in writing to each employee/volunteer. The program must have the ability to serve Spanish-speaking releasees.
3. Hiring of all program staff and engagement of all volunteers is subject to approval by DOP. No individual who has been convicted of any crime that would bring into question the competence or integrity of the individual to provide services shall be employed or provide volunteer services in the program. No individual currently under Parole supervision shall have the authority to supervise or have access to the records of persons under Parole supervision.

4. To assure that staff is free from any health problem that is a potential risk to clients or may interfere with the performance of their duties, program staff members are to have an annual medical examination.
5. Contract Standards of Employee/Volunteer Conduct shall include, but are not limited to, the following:
 - a. No Contractor employee or volunteer may fraternize with any participant except in a relationship that will further the approved goals of the Contractor's program. Specifically, staff members and volunteers must never accept for themselves or any member of their family, any personal (tangible or nontangible) gift, favor or service, from a participant or from any participant's family or close associate no matter how trivial the gift or service may seem. All staff and volunteers are required to report to the program director/coordinator any violation or attempted violation of these restrictions. In addition, no staff or volunteer shall give any gifts, favors or non-contracted services to participants, their families or close associates, or otherwise display preferential treatment. The Contractor will report any violation or attempted violation to the Division of Parole.
 - b. No Contractor employee or volunteer shall enter into any business relationship with participants.
 - c. No Contractor employee or volunteer shall have any outside contact (other than incidental contact) with a participant, her family or close associates, except for those activities which are an approved, integral part of the program and a part of the employee's/volunteer's job description.
 - d. Contractor employees/volunteers are forbidden to engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor.
 - e. The Contractor shall notify all employees/volunteers of the Standards of Employee/Volunteer Conduct and document this notification by having the employee/volunteer sign and date written Standards of Employee/Volunteer Conduct Agreement, a copy of which must be kept on file.
 - f. Any violation or attempted violation of the restrictions in this section shall be reported immediately to Parole staff. Any failure to report or to take appropriate disciplinary action against an

offending employee/volunteer may subject the Contractor to sanction.

6. Program staff shall, in the rare instance when deemed necessary by DOP, provide testimony and supporting documentation in violation of Parole proceedings.

C. Facility

1. The Contractor must have safe and adequate facilities to carry out its program.
2. The physical facility of the program must be clean, sanitary and safe and must adhere to all local building and fire safety codes.
3. An interior fire alarm system with sound and light sufficient to alert all occupants. Such system must be maintained in operating condition.
4. Sufficient fire extinguishers for appropriate size and type with a tag showing the latest recharging date. Extinguishers shall be conspicuously located where they will be readily accessible and immediately available in the event of a fire.
5. Staff must have adequate space to conduct program sessions for both individuals and groups.
6. The Contractor shall provide locked cabinets, a secure room, or other adequate and appropriate safeguards to minimize the possibility of theft, loss or destruction of program participant records. Access to records is limited to authorized personnel designated by the Program Director or Coordinator.

D. Programs

1. Resources
 - a. The Contractor shall provide a volunteer mentoring program for women referred by DOP designed to support an offender's reentry adjustment through one on one mentor relationships and referral to a range of rehabilitative services, including but not limited to vocational, educational, legal, mental health, community based organizations and social services. Ancillary support services building and maintaining strong communities and referral services shall be documented in each participant's case record .

- b. The Contractor's program shall include monthly informational/educational group sessions designed for reentry issues pertinent to the service population, such as substance abuse, employment, job training, academic and employment/vocational opportunities, family reunification, relationships, peer learning, speaker presentation on reentry topics, support and confidence /empowerment workshops, interventions with corporate professionals, housing money management skills / fiscal responsibility, behavior, community reentry etc.
- c. As indicated by the participant's need(s)/risk assessment and in consultation with the Parole Officer, the Contractor shall refer, provide or arrange for entitlement application assistance, employment/vocational assistance maintenance of employment/vocational program, group counseling, life skills and referral to or placement in other supportive programs and faithbased organizations.
- d. The Contractor shall develop mentor resources through active community recruitment efforts with businesses, institutions of higher education, religious organizations, sororities, community boards, professional organizations; engage the parolee in computer literacy and electronic job search etc.
- e. The Contractor will conduct reference checks on volunteers selected to provide mentoring services. Mentors selected to provide services must be approved by the Division of Parole and willing to commit a minimum one year of service to the program.
- f. The Contractor will provide appropriate and adequate training and supervision to volunteer mentors on an on-going basis. Training curriculum and plans shall be provided to the Division of Parole for approval.

2. Orientation and Intake

- a. The Contractor will provide program orientation sessions at Beacon, Bedford Hills, Bayview and Taconic Correctional facilities on a monthly basis to interested New York City bound inmates released by DOP who are four months from scheduled release including a maximum of ten inmates who have more than four months to release. The Contractor will screen individuals interested in services to determine

whether the individual would benefit by program participation. Additionally, potential program participants may be referred post-release by the assigned Parole Officer.

- b. The Division shall provide the Contractor with information pertinent to the intake process and appropriate signed consent to release information form(s).
- c. The Contractor shall provide a referral acceptance decision to the DOP by no later than 2 business days from referral or earlier, if requested. In any case disapproved for acceptance by the Contractor, the Contractor shall provide DOP with written reasons for disapproval. Disapprovals by the Contractor will be subject to review by DOP. Only individuals approved by both parties shall be eligible for acceptance in the program.
- d. Prior to release, the Contractor will work with individuals accepted for program participation, develop case needs assessments and individual case plans with both short and long term program goals. Participants will be matched with a mentor and begin developing a mentoring “contract” designed to delineate program and mentor/mentee relationship expectations.
- e. DOP and the Contractor shall agree upon a community program entry date for participants. The Contractor shall notify the DOP within one working day if the releasee fails to contact or report to the program on the appointed date.
- f. The Contractor shall not discharge a participant from the program without prior discussion with the Parole Officer.
- g. Information on participants provided to the Contractor by DOP shall be placed in the participant’s case record.
- h. The prospective participant shall sign all necessary release of information forms. The Contractor shall be furnished with copies of same. Release of information forms will be utilized in order to implement programming.
- i. Protection of confidentiality of case records is essential. Applicable federal and state law and regulations, including 42 CFR Part 2, and procedures and guidelines must be followed. No records concerning participants may be disclosed to the participant or public without prior approval

of the Chairman, nor can any records be released without a fully executed consent form pursuant to 42 CFR Part 2.31.

3. Individual Program Planning and Progress

a. Within 5 business days of the community program entry date, each participant shall be interviewed by program staff. The results of this interview shall be recorded in the participant's case record and shall, at minimum, include :

1. a personal history including family, vocational, educational and legal information;
2. current physical and mental status;
3. substance abuse history;
4. a record that the participant received a copy of the program rules and regulations and that such rules and regulations were discussed with her and that the participant signed a copy of these rules and regulations;
5. assignment of the program case manager and mentor.

b. Within 10 business days of community program entry, an individual reentry case management plan must be developed for each participant. The plan must be prepared in consultation with the Parole Officer and the participant. The plan must be recorded in the participant's case record, and shall at a minimum:

1. establish 30 ,60 and 90 day goals, including measurable performance standards of expected behavior and accomplishments to include but not limited to:
 - secure or provide mentoring services to address area of reentry needs
 - family reunification
 - fiscal responsibility
 - drug treatment
 - housing
 - peer groups

2. address Parole Board mandated and Parole Officer imposed special conditions where necessary;
 3. delineate the frequency of program and mentor contact to be provided;
 4. Delineate any supportive reentry services needed by the participant, particularly employment, educational or vocational services, and establish a reentry plan for addressing these needs.
- c. A reentry case plan may be amended at any time, but any such amendment and the reason for it shall be discussed with the Parole Officer and be recorded in the participant's case record. Each participant's case plan must be reviewed at least every month by the Contractor, at which time the participant's adjustment or progress will be reviewed.
 - d. The program will work with program participants up to a year, and offer aftercare services (such as educational/counseling/informational sessions) on an on-going basis, as requested by the participant.
 - e. Failure of the participant to follow the reentry case plan must be referred by the Contractor to the Parole Officer for a determination as to the suitability of the participant for retention.
4. Parole 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 DOP.
 - b. The Parole Officer has the right to visit the program at any time, and interview participants at any reasonable time and at other times when necessary, and shall have immediate access to all records pertaining to each releasee's participation in the program.
 - c. Parole Officer has the authority to, and may, search the participant, his/her belongings and all records pertaining to the releasee's participation in the program. The Contractor will recognize Parole Officer visitation and searches in pursuit of the Parole Officers' legal responsibilities as correct and necessary.

- d. Parole Officers shall notify the Senior Parole Officer of any situation that is in violation of the Scope of Services . The Senior Parole Officer will report all violations of the Scope of Services as appropriate, including notice to the Contract Manager.
- e. The Parole Officer and program staff shall work together to provide coordinated counseling, rehabilitation and supervision of participants and his/her input will be solicited for all case reviews.
- f. The Contractor must verbally notify the Parole Officer within one business day if a program participant misses a second consecutive appointment with the program/mentor and follow-up with a written report.

5 Medical Services

- a. The Contractor shall be concerned about the general health of staff, volunteers and releasees. Steps must be taken to reduce the risk of exposure to HIV infection, tuberculosis, and Hepatitis C to ensure the safety of staff, volunteers and releasee participants. These steps include screening for tuberculosis, providing a referral for treatment for those infected and sick, and establishing an education program to recognize symptoms of these diseases.
- b. The Contractor will submit to the Division of Parole a specific plan for dealing with medical emergencies. There shall be as part of this plan, evidence of the availability of emergency medical services (e.g. letter of agreement with community clinic or hospital). DOP does not reimburse health care providers for services to program participants.

6 Participant Case Records

- a. The Contractor shall maintain individual records for all participants in the program. Each record shall include:
 - 1. participant NYSID, name, age, DOB, sex, race, marital status;
 - 2. copy of the Division's referral materials;

3. results of the admission interview, including documentation that the participant received a copy of program rules and regulations;
4. an individualized needs assessment, case plan and mentor contract, including any modifications;
5. documentation of counseling and support services provided, including a record of any case conferences;
6. evidence of case plan review as required;
7. copies of any consent to release information forms executed by the participant;
8. documentation of all excused and unexcused absences;
9. copies of all required reports;
10. copies of all correspondence to and from the Division of Parole, and documentation of all telephone contacts with DOP staff; and
11. a discharge summary which, at a minimum, includes the following information:
 - participant name
 - identifier (NYSID# or DIN #)
 - date entered program
 - discharge status
 - brief narrative describing presenting problems/issues upon entry, case plan goals and success in implementing these
 - discharge plan
 - date discharged
 - residence (specify whether live alone, family, with friends, in residential program; include address, phone)
 - employment (specify employed, unemployed, public assistance, stipend program; include employer's name, address and phone)
 - other (education; training)

- program staff signature
- date summary prepared

b. The Contractor will, within five (5) working days of discharge of the participant from the program, forward to the Parole Officer a discharge summary.

7. Case/Unusual Incident Reporting

a. The contractor shall comply with all appropriate reporting requirements established by DOP and shall comply with any requests for information made by the Division of Parole.

b. The Contractor shall report any unusual incidents involving a participant to the Parole Officer. DOP will provide the Contractor with phone numbers for reporting unusual incidents including weekends and holidays.

1. Serious, unusual incidents as listed below shall initially be reported within fifteen minutes of the discovery of their occurrence; appropriate details shall be reported when possible within thirty minutes after the discovery of their occurrence.

a. Death, serious injury or attempted suicide of a participant.

b. Death or serious injury to an employee or volunteer.

c. Death or injury to a visitor which occurs on program property.

d. Any incident that seriously effects the normal operation of the program has a significant impact on the image of the program, or where a law enforcement agency is summoned to the program or has been on-site.

e. Arrest of a participant or any indication that a law enforcement agency has an interest in or is seeking a participant as a witness or suspect.

- f. Participant assault on employee, volunteer, or visitor.
 - g. Any criminal act committed or alleged to have been committed by a participant, employee, volunteer or any other person while on program property.
 - h. Any assault or attempted assault involving the use of a weapon.
- c. The Contractor shall supply the Parole Officer with any and all information and reports as requested and as required for DOP records.

8. Removal Procedures

If it becomes necessary to involuntarily remove a program participant, the Program Director/Coordinator and Parole Officer will coordinate efforts to effect the removal in a professional manner that minimizes program disruption, as follows:

- a. The Contractor shall not expel a participant without prior notification to the Parole Officer/Senior Parole Officer.
- b. DOP shall remove from the program, as soon as is reasonably possible, but in no case more than two business days after notification by the Contractor, any releasee who the contractor, or person designated, after consultation with the Parole Officer, believes should not continue in the program.
- c. DOP shall have the right to remove from the program any releasee it deems unqualified for continued program involvement upon notice by the Parole Officer, either in writing or orally, to the Contractor.

9. Programmatic Reporting

- a. The Contractor shall submit monthly reports concerning program operation and individual cases to DOP. Reports will be submitted as prescribed by the Division of Parole and shall be fully completed, pursuant to directions provided. Reports will be submitted in such format as may be requested or provided by DOP, and will be signed by the program coordinator or his/her designee. Said monthly program reports

shall include unless expressly waived, in writing by Parole; participant name, NYSID, intake outcome, enrollment date, discharge date, discharge reason and any other information that may be requested by Parole. All monthly reports shall be submitted as directed by DOP by the tenth (10th) date of the following month.

- b. Contractor shall, within five (five) working days of discharge of a releasee from the program, forward the Parole Officer a discharge summary with copies as directed. Said reports will be fully completed, pursuant to directions provided. Reports will be submitted in such format as may be requested or provided by DOP, and will be signed by the case manager.

ATTACHMENT C

PROPOSAL RESPONSE QUESTIONS

ATTACHMENT C

NYS DIVISION OF PAROLE REQUEST FOR PROPOSAL 2007-05 VOLUNTEER MENTORING PROGRAM FOR WOMEN ON PAROLE

PROPOSAL RESPONSE QUESTIONS

Instructions: Provide succinct responses in no more than 10 (ten) pages total to the following questions (double spaced). Do not attach any documents or attachments not requested by the RFP. Simply answer the questions in the clearest, most direct manner possible.

- I. AGENCY SUMMARY (15 POINTS)
- A) Describe your agency's mission, structure and experience as a service organization. Attach a copy of your organization's list of Board of Directors and if applicable, include a copy of your Certificate of Incorporation.
 - B) Describe your understanding of the program and its objectives as described by the DOP in Attachment B.
 - C) What services would you provide to achieve the goals of the Division's proposed volunteer mentoring program? Include information regarding the number of correctional facility based outreach sessions per month and number of clients to be served in the mentoring program per month.
 - D) Describe those service areas, if any, in DOP's proposed program that your agency is unable to provide.
 - E) Describe your agency's ability to provide or arrange for reasonable accommodations for individuals with disabilities.
 - F) Delineate the outstanding features of your program which distinguish your agency from other comparable programs.
 - G) Describe the reasons why the Division should select your bid.
- II. PROGRAM INFORMATION (15 POINTS)
- A) Indicate the location and ownership of the site where services are to be provided, including a description of the neighborhood and public transportation available.

- B) State who will be responsible to manage the proposed program, briefly describe the qualifications and responsibilities of staff who will be assigned to the program (including the lead program person and supporting organizational staff).
- C) Indicate the client to staff ratio for Case Management services.
- D) Describe staff ability to successfully interact with persons to be served as well as Parole staff.
- E) Indicate what steps your agency will take to implement this program, prepare for case referral and coordination with the Division of Parole.
- F) What other population(s) do you serve, if any, at the same site you propose to provide services to the DOP? What impact will this have, if any, on the proposed program?

III. EXPERIENCE/REFERENCES (25 POINTS)

- A) Describe your agency's experience in working with criminal justice populations, specify the total number of years experience, and identify any current services of a similar nature being provided to other agencies.
- B) Describe any specific programs or services your agency has provided to the NYS DOP. Provide information on the performance of the program and total number of years experience.
- C) List three professional references. Provide name of a contact person, organization name, address and phone number (non-Parole staff).

IV. PROGRAM PERFORMANCE (20 POINTS)

- A) Provide the following information concerning the operation of any volunteer mentoring program you currently operate or realistic projection of your proposed volunteer monitoring program operation. Specify the timeframe on which the data is based or projected and whether criminal justice clients are being served or will be served.
 - Enrollments: The number of clients who will be enrolled upon release from prison each year.
 - Length of Stay: The average number of months clients participate in the program.

- Completion Rate: The percentage of discharged clients who complete the program.
 - Number Served: The number of clients actively participating in the program at any given time.
- B) Describe how your organization will periodically assess program performance and how such assessments will be used to improve services and coordination with the Division of Parole.
- C) Indicate what efforts you will make to maximize participation by clients in the program.
- D) Describe your agency's ability to provide program reports to the Division.

V. BUDGET/FISCAL (25 POINTS)

- A) Detail the required funding for your program in *Attachment E*. Be sure to include all of the required details and narrative justification. The evaluation of overall cost including any third party revenue application will be done as follows:
- The most cost-effective proposal (factoring in any third party revenue) will receive 25 points. Other proposals will receive points in direct proportion to their proposed cost relative to the lowest cost proposal.
 - For example, if a proposal is 25% more expensive, then it will receive 25% less points (score of 18.75). If a proposal is 50% more expensive, it will receive half as many points (or score of 12.50), if it is 80% more expensive then it will receive 80% less points (score of 5).
- B) Specify the procedures that will be employed to determine whether third party funding for the program can be obtained. Include the success of your organization in receiving third party revenue and explain the impact on the proposed program if no third party funding or less third party revenue than was projected is received. The Division of Parole does not make up any projected third party revenue that does not materialize.
- C) Indicate what percent of your proposed budget will be required as start-up costs. Please provide appropriate detail and justification (note that only not-for-profit providers can receive payments in advance of services rendered). Provide a breakdown of all required construction and renovation costs, if any. Explain in detail.

ATTACHMENT D

APPLICATION COVER SHEET

ATTACHMENT E

BUDGET

ATTACHMENT E

NYS DIVISION OF PAROLE PROGRAM ANNUAL BUDGET

Please utilize the following budget categories to provide general information on the cost of your proposed program for each of the two twelve-month periods. 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 start-up costs are requested, please denote them appropriately in the first year budget.

Provider's Name _____

CATEGORY	ANNUAL BUDGET 2007-2008	ANNUAL BUDGET 2008-2009
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		
Facility Rental		
Water & Sewer		
Real Estate Taxes		
-		
-		
-		
-		
-		
-		
Sub-Total Space Costs	\$ -	\$ -

PROGRAM ANNUAL BUDGET

Please utilize the following budget categories to provide general information on the cost of your proposed program for each of the two twelve-month periods. 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 start-up costs are requested, please denote them appropriately in the first year budget.

Equipment Rent/Lease Details		
-		
-		
-		
-		
-		
-		
Total	\$	-
Transportation		
-		
-		
-		
-		
-		
-		
-		
-		
Sub-Total Transportation	\$	-
Utilities		
-		
-		
-		
-		
-		
-		
Sub-Total Utilities	\$	-
Miscellaneous		
-		
-		
-		
-		
-		
-		
-		
Sub-Total Miscellaneous	\$	-
TOTAL OTHER THAN PERSONNEL SERVICES	\$	-
TOTAL PROGRAM BUDGET	\$	-
REVENUES		
Welfare		
SSI		
Food Stamps		
Other		
TOTAL THIRD PARTY REVENUE	\$	-
TOTAL PAROLE CONTRACT AMOUNT	\$	-