

New York State
Division of Parole

Request for Proposal
RFP 2010-06
Residential Stabilization Program(s)

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NYS DIVISION OF PAROLE

**REQUEST FOR PROPOSAL (RFP) 2010-06
RESIDENTIAL STABILIZATION PROGRAMS**

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REQUEST FOR PROPOSAL 2010-06

RESIDENTIAL STABILIZATION PROGRAMS

I. PURPOSE

The New York State Division of Parole (DOP) invites proposals for the development and operation of a short-term Residential Stabilization Program for men under Parole supervision, in counties located outside of New York City. The Residential Stabilization Program (RSP) provides a structured setting and services for these individuals. Client Groups identified below are eligible for up to 90-day stays, with extensions available upon approval of the contract manager.

- | | |
|----------------|--|
| Client Group A | Newly released individuals from state correctional facilities who do not have an acceptable residence. |
| Client Group B | Releasees who require increased supervision structure in order to change behavior patterns which, given case circumstances, may otherwise lead to re-incarceration. |
| Client Group C | Releasees who are at increased risk of supervision failure due to the onset of homelessness, and who require placement assistance. |
| Client Group D | Releasees who require more intensive substance abuse treatment structure and are awaiting assessment; and/or releasees who require removal from their current living environment due to crisis situations or need for temporary housing. |
| Client Group E | Releasees with mental health and/or physical disabilities. |
| Client Group F | Releasees who have been convicted of sex offenses or arson. |

The Division of Parole manages releasees who may require stabilization at any time in the supervision process. These individuals may have histories of substance abuse, mental illness, unemployment, health issues, and substandard housing. They are released from state incarceration after convictions for non-violent and violent crimes, including sex offenses.

To be eligible for an award, programs must have an existing Certificate of Occupancy (COO) for the proposed program site and a demonstrated ability to start the program on March 1, 2011. DOP officials will conduct a site visit within 10-days of contract award notification. Contract term will be for a period of four-years, ten-months, effective March 1, 2011 through December 31, 2015.

The Division seeks to establish Residential Stabilization Programs in counties located outside of New York City, in the following Catchment Areas. Specific evaluation criteria are detailed in Section VI. Proposals must be submitted for the number of beds indicated, no more or no less. Separate proposals must be submitted for each location in a Catchment Area. Provider must be able to serve any or all Client Groups A through D. Additionally, if you can also serve Client Groups E & F, please indicate in your proposal.

Catchment Area - DOP Region IV

- A. **Five (5)** beds located in **Albany** County, primarily serving individuals from **Albany** County and contiguous counties;
- B. **Five (5)** beds located in **Schenectady** County, primarily serving individuals from **Schenectady** County and contiguous counties;
- C. **Five (5)** beds located in **Rensselaer** County, primarily serving individuals from **Rensselaer** County and contiguous counties;
- D. **Five (5)** beds located in **Onondaga** County, primarily serving individuals from **Onondaga** County and contiguous counties; and,
- E. **Five (5)** beds located in **Oneida** County, primarily serving individuals from **Oneida** County and contiguous counties.

Catchment Area - DOP Region III

- F. **Five (5)** beds located in **Orange** County, primarily serving individuals from **Orange** County and contiguous counties;
- G. **Five (5)** beds located in **Rockland** County, primarily serving individuals from **Rockland** County and contiguous counties; and,
- H. **Five (5)** beds located in **Suffolk** County, primarily serving individuals from **Suffolk** County and contiguous counties.

Catchment Area - DOP Region V

- I. ***Five (5)** beds located in **Broome** County, primarily serving individuals from **Broome** County and contiguous counties;
- J. **Five (5)** beds located in **Chemung** County, primarily serving individuals from **Chemung** County and contiguous counties.

II. **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 or by statutory release based on “good time” credit (conditional release). The Mission of the Division of Parole is: **“To promote public safety by preparing inmates for release and supervising parolees to the successful completion of their sentence.”**

*Preference County

The Division currently supervises approximately 17,000 offenders in counties located in Upstate New York and Long Island. A profile of these parolees is as follows: 92% are male; the median age is 37; ethnically, 46% are Black, 12% Hispanic and 41% are White; 81% have had at least some High School; over 60% are unemployed at any one time; and a majority has a substance abuse history. Crimes of conviction within the releasee population are as follows: 43% involve crimes against persons/violent crimes; 24% involve crimes against property/non-violent crimes; and 30% involve drug offenses. The remaining 3% are adjudicated Youthful Offenders or are Juvenile Offenders.

For FY 2009-10, over 12,000 inmates were released from State Corrections to be supervised by Parole authority in counties located in Upstate New York and Long Island. The accompanying distribution reflects estimated releases to the Catchment Areas defined in this RFP: 656 to Orange and contiguous counties; 1,274 to Rockland and contiguous counties; 1,898 to Suffolk and contiguous counties; 1,324 to Albany and contiguous counties; 1,210 to Schenectady and contiguous counties; 1,044 to Rensselaer and contiguous counties; 991 to Onondaga and contiguous counties; 614 to Oneida and contiguous counties; 361 to Broome and contiguous counties; and 373 to Chemung and contiguous counties.

Offenders released from incarceration may experience a variety of transitional issues and have special needs in the areas of housing, family reunification, substance abuse, health, mental illness, and employment. A productive, lawful transition to society depends on appropriate linkages to community resources and services. In addition, offenders already under supervision may require temporary stabilization with assessment, referral and treatment services to remedy community adjustment issues. Parole's community supervision process seeks to employ a comprehensive approach to public safety and offender management. Parole Officers must have resources available, such as a residential stabilization program, in order to better assist offenders in success under parole supervision and to ensure community protection issues are addressed.

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. REQUIREMENTS

Proposals should demonstrate:

That the applicant is licensed, if applicable, or will become licensed to provide such services at the designated location and that they have an updated Certificate of Occupancy (COO) or equivalent (ex., County letter), and can deliver services at the identified location.

That the applicant can provide the services to releasees as described in Section III above, in a manner that best meets the needs and operation of the agency.

That program can start on March 1, 2011.

That applicant's background and experience qualifies them to provide these services and that they have the fiscal integrity and organizational structure to support this undertaking.

That applicant has a demonstrable ability to receive third party funding to support the program.

That the applicant will comply with all standards and appropriate regulations governing contracts with the State of New York (*Attachment A*).

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.

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.

***Attachment F* forms will only have to be completed upon award notification:**

Minority and/or Women Owned Business Enterprises (MBE) (WBE) (*Attachment F*)

Subject to the requirements of Article 15-A of the Executive Law, the Division of Parole has established MBE goals of 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 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 should 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 award 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 F*) of the anticipated workforce to be utilized on the contract, and an EEO Policy Statement (see *Attachment F*).

***Completion* of the attached forms: (Legal Forms *Attachment G*)**

Compliance with State Finance Law §139j and §139k

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 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 Jeffrey Nesich, Director of Parole Administration; or Melissa Perrotty McLaughlin, Deputy Director of Administration. 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 (*Attachment 4*).

Accordingly, all potential Contractors submitting a proposal pursuant to this RFP must provide the four attached completed certification forms with their proposal.

Vendor Responsibility Questionnaire

The Division of Parole is required to conduct a review of a prospective contractor to provide reasonable assurances that the Contractor is responsible.

The Division of Parole recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. However, vendors may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep

System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the NYS Division of Parole or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Non-Disclosure Agreement

The Division of Parole requires contractor to review and sign the attached Non-Disclosure Agreement. This Agreement sets forth the terms and conditions under which contractor will treat NYSDOP Information.

V. FINANCIAL REQUIREMENTS

In *Attachment E*, please provide a narrative justification and budget detail sheet that specifically lines out the funding required necessary to support your program annually. Be sure to include all of the required details and narrative justification. (Note: Proposals should clearly identify the funding required annually on the budget detail sheet.) Narrative justifications should properly reflect each line of the budget detail sheets. Please include any formulas used to calculate salaries, fringe benefits, non-personal service numbers, and third-party revenue. Also include any formulas, assumptions, and/or justifications for all requested start-up funding.

If your proposal's required budget detail sheet(s) and/or budget narrative/justification are not included in your bid, your proposal will be disqualified. The narrative is not considered part of your 10-page response to the RFP. Separate proposals must be submitted for each five-bed program with separate budget and narrative for each location.

A maximum total of up to \$400,000 will be awarded in contracts, pursuant to this RFP. Under no circumstances can the Division of Parole consider proposals whose annual per bed cost (after factoring in third party revenue) exceeds \$25,000; the average cost of current RSP beds outside of New York City is approximately \$20,000.

Proposals with annual per bed costs exceeding \$25,000 will be disqualified from further consideration.

Contractor will bill the Division monthly for reimbursement of actual and necessary expenses. Vouchers will attest to accuracy of reimbursement claims and include all information described in *Attachment B*, Scope of Services.

Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Chairwoman, in the Chairwoman'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 Chairwoman has expressly authorized by paper check as set forth above.

VI. 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. Awards will go to providers whose proposal provides the **best value** as determined by the Division. This is defined as the most beneficial **combination of quality and costs** for the services being requested. 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.

A committee of Division managers will evaluate all proposals to determine which proposals are 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 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

Completed and submitted the following mandatory requirements:

- ✓ **Original signed proposal plus eight (8) copies**
- ✓ **Application Cover Sheet (*Attachment D*)**
- ✓ **Budget Form(s) and Narrative Justification(s) (*Attachment E*)**
- ✓ **Ten (10) page single-spaced Proposal Response Questions (*Attachment C*)**
- ✓ **Current Certificate of Occupancy (COO)**
- ✓ **Legal Forms (*Attachment G*):**
 - ✓ **State Finance Law §139j and §139k (include all four attachments)**

Phase II

Phase II will consist of an evaluation of your detailed proposal, including references and financial components (see *Attachment C* – Proposal Response Questions):

- I. **Agency Summary (20 points)**
- II. **Program Information (25 points)**
- III. **Experience/References (15 points)**
- IV. **Program Performance (15 points)**
- V. **Budget/Fiscal (25 points)**

Programs failing to submit a comprehensive budget proposal (**including budget detail sheets and coinciding budget narratives**) for all program sites and start-up costs will be disqualified.

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

1. The lowest cost/slot proposal in a Catchment area (factoring in third-party revenue and start-up costs) will receive 25 points. Other proposals in that area will receive points in direct proportion to the lowest cost/slot proposal in that area.
2. The cost of each proposal is determined by dividing the total proposed program cost (including all start-up costs and projected revenue) to Parole by the number of proposed residential slots on any given day. For instance, if a program's total annual cost is \$100,000 for 5 beds, it is factored out to be \$20,000 per bed.

Points will be awarded for each category as listed above. A passing score of at least 70 points will be required to receive award consideration. Awards will be made to proposals with the highest point allocation.

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

Catchment Area - DOP Region IV, A - E
Catchment Area - DOP Region III, F - H
Catchment Area - DOP Region V, I & J

Round 1

Catchment Area IV, all counties will be evaluated with one award to the proposal with the highest point allocation.

Catchment Area III, all counties will be evaluated with one award to the proposal with the highest point allocation.

Catchment Area V, preference county will be evaluated with one award to the proposal with the highest point allocation. If the preference county has no acceptable proposals (passing score of at least 70), then the remaining county will be evaluated with one award to the proposal with the highest point allocation. Committee will then advance to Round 2.

Round 2

If sufficient funding exists - **Catchment Area IV**, all remaining counties will be evaluated with one award to the proposal with the highest point allocation.

If sufficient funding exists - **Catchment Area III**, all remaining counties will be evaluated with one award to the proposal with the highest point allocation.

If sufficient funding exists - **Catchment Area V**, all remaining counties will be evaluated with one award to the proposal with the highest point allocation.

VII. 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, single-spaced, business print style font of not less than 12 points.

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.

Submitted proposals should include documents as noted below. Failure to submit any mandatory requirements in the original proposal will result in being excluded from award consideration (included in Pass/Fail Checklist):

- ✓ ***Original signed proposal plus eight (8) copies**
- ✓ ***Application Cover Sheet (*Attachment D*)**
- ✓ ***Budget Form(s) and Narrative Justification(s) (*Attachment E*)**
- ✓ ***Ten (10) page single-spaced Proposal Response Questions (*Attachment C*)**
- ✓ ***Current Certificate of Occupancy (COO)**
- ✓ **Copy of any applicable licenses**
- ✓ **Copy of Certificate of Incorporation; if applicable**
- ✓ **Resumes of staff to provide services**
- ✓ **Three professional letters of reference**
- ✓ **Legal Forms (*Attachment G*):**
 - ✓ ***State Finance Law §139j and §139k (include all four attachments)**
 - ✓ **Vendor Responsibility Questionnaire (registered on-line or paper copy of the questionnaire)**
 - ✓ **Signed Non-Disclosure Agreement**

*Mandatory requirements

The original proposal signed by the Chief Executive Officer of the agency plus eight (8) copies must be included.

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

VIII. STIPULATIONS

Issuance of this RFP does not commit the Division to award a contract or to pay any costs involved in preparation of proposals. All proposals are submitted at the sole responsibility of the applicant.

As stated on Page 3, to be eligible for an award, programs must have an existing Certificate of Occupancy (COO) for the proposed program site and a demonstrated ability to start the program on March 1, 2011. If awarded contractor is not able to start the program on March 1, 2011, DOP has the right to withdraw their award. Proposal with the second highest point allocation for specific Catchment Area round will then be awarded. If there is not a second proposal to award, DOP will move to the next round Catchment Area and will award to the highest scoring proposal in that county.

The Division reserves the right to:

- Amend RFP specifications to correct errors or oversights, and to supply additional information as it becomes available. All applicants who have received this RFP will be supplied with all amendments or additional information issued.

- Make typographical corrections to proposals, with the written concurrence of the applicant.
- Correct computational errors with the written concurrence of the applicant.
- Change any of the scheduled dates stated herein with written notice to all applicants who have received this RFP.
- Disqualify proposals that fail to meet mandatory requirements.
- 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.
- Not to proceed with an award.

The application must be signed by the Chief Executive Officer of the agency and shall constitute a firm offer by the applicant for a minimum period of 180-days after proposal submission. The proposal shall serve as the basis for the contract with successful applicant.

Applicants may propose to partner or sub-contract with other entities to meet the terms of this RFP. In such a case, however, the Division of Parole will only communicate with the applicant, not the partner or sub-contractor. If applicant proposing such is awarded, the partner or sub-contractor will be required to complete a Vendor Responsibility Questionnaire.

Contract awardee 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.

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. Faith-based applicants must ensure that parolees will not be mandated to participate in religious functions.

Unsuccessful applicants will be notified in writing and will be offered an opportunity to be debriefed. A debriefing, if any, will be scheduled for all unsuccessful applicants upon request, at a date, time and location convenient to both DOP and the applicant's concerned.

Information regarding current contracts may be requested under the Freedom of Information Law (FOIL). FOIL requests should be submitted to the Division's Records Access Officer. Specific filing information can be obtained at <https://www.parole.state.ny.us/foil.html>. Information may be provided once the entire procurement process has been completed and formally approved by the appropriate state agencies.

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 considered fully executed until formal approval has been granted by the Department of Law and the Office of the State Comptroller. (*Attachment H*)

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://www.ogs.state.ny.us/Purchase/seller.asp>.

IX. RFP QUESTIONS/DATES

The Division will conduct a formal non-mandatory Bidder's Conference on **Thursday, December 16, 2010**. The conference will be video-conferenced at the Division's Central Office, 97 Central Avenue, Albany; Rochester Area Office, 350 South Avenue, Rochester; and, New Rochelle Area Office, 3 Cottage Place, New Rochelle. Please call the Administration Office at (518) 473-3901 to confirm your attendance and be advised of the time of the conference.

Any questions pertaining to this proposal should be addressed in writing, and e-mailed to contracts@parole.state.ny.us. Questions must be submitted by **December 28, 2010**. Answers to all questions and a copy of the Bidder's Conference transcript will be posted on the Division's website by **December 29, 2010**.

One (1) original and eight (8) copies of completed proposals, with the attached application cover sheet (*Attachment D*) and proposed budget sheet and narrative justification (*Attachment E*) must be received no later than **12:00 Noon** on **January 7, 2011**. Any proposals received after this time cannot be accepted.

Proposal must be received in a sealed envelope/box marked "**Proposal for Bid 2010-06**" and forwarded to:

**NYS Division of Parole
Contract Management Unit
Proposal for Bid 2010-06
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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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, licensor, 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).
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) 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 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
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. 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:

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

Exhibit 2 Non Discrimination in Employment in Northern Ireland

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with section 165 of the State Finance Law, the bidder, by submission of this bid certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) has business operations in Northern Ireland;

Yes ___ or No ___

if yes:

(2) shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ or No ___

Signature

ATTACHMENT B

SCOPE OF SERVICES

ATTACHMENT B

NYS DIVISION OF PAROLE RFP 2010-06 RESIDENTIAL STABILIZATION PROGRAMS

SCOPE OF SERVICES

It shall be understood by all parties that residents will remain under the jurisdiction of DOP and DOP will retain all necessary responsibility and authority over the residents. DOP will provide for the monitoring of business management and administration of the program, monitoring of rehabilitation services provided to residents 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 residing in facilities as required by DOP.

Contract objectives and performance measures are delineated in Section D of this document and will be utilized to evaluate Contractor performance throughout the term of the contract.

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 resident a handbook that includes general information about program operation and the resident's responsibilities in the program. Said materials shall be in Spanish where applicable.
2. Program rules and regulations shall be subject to the approval of DOP and must clearly reflect policies regarding resident furloughs and passes as well as visitor policies. Upon admission, all residents shall be promptly advised in writing of the house rules, cardinal rules of the program and the discipline system. Such notice shall be in Spanish where applicable.
3. The Contractor shall attend and participate in meetings with DOP staff and other Contractors 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 residents and all records pertaining to residents. Non-compliance with this section shall mean immediate termination of the contract.

5. No residents shall have the authority to supervise other residents. In addition, no residents shall have access to the records of other residents or to DOP computer equipment.
6. The Contractor must develop a specific plan, subject to approval by DOP, for searching for contraband.
7. The Contractor will maintain a current Certificate of Occupancy at the program site.
8. 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.
9. The Contractor must maintain a separate bank account for the receipt of releasee income. Disbursements for approved releasee expenses, victim restitution, housing contributions, and family supports shall be made out of the account by the provider, on behalf of the releasee with the remaining balance turned over to the releasee when the releasee leaves the program. The account must consist of a ledger card with a "running balance" for each client and a three-part renumbered receipt book (one copy for the releasee, ledger card and one to remain in the receipt book). Maintenance of this account must meet acceptable government accounting standards for internal controls.

B. Personnel

1. Each Residential Stabilization Program shall employ staff that is adequate in number to effectively conduct its program. Preferred staffing includes the following: a full-time Administrative Director; clinically competent Counselor(s) or Case Manager(s) to conduct needs assessments, stabilization planning, referral, follow up and counseling at a staff to resident ratio to be determined with approval of the Division; 24 hour staff coverage to provide security and control; and clerical support.
2. The Contractor shall maintain written job descriptions which accurately describe current duties for all personnel performing services under this contract. The job description shall be given to each employee. Staffing should reflect the diversity of the client population. In NYC and DOP Region III, an ability to serve Spanish-speaking releasees is required.
3. Pre approval by DOP is required for the hiring of all program staff. 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 in the Residential Stabilization Program. No individual under active Parole Supervision is eligible for employment in the RSP program.

4. To assure that staff members are 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 Conduct shall include, but are not limited to, the following:
 - a. No Contractor employee may fraternize with any participant except in a relationship that will further the approved goals of the Contractor's program. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or nontangible) gift, favor or service, from a resident or from any resident's family or close associate no matter how trivial the gift or service may seem. All staff is required to report to the Facility Director any violation or attempted violation of these restrictions. In addition, no staff shall give any gifts, favors or services to residents, 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 shall enter into any business relationship with residents.
 - c. No Contractor employee shall have any outside contact (other than incidental contact) with a resident, his family or close associates, except for those activities which are an approved, integral part of the facility program and a part of the employee's job description.
 - d. Contractor employees 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 of the Standards of Employee Conduct and document this notification by having the employee sign and date a written Standards of Employee 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 so report or to take appropriate disciplinary action against an offending employee 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. Each Residential Stabilization Program must have safe and adequate facilities to carry out its program. The program site must be located in areas that are not restricted through local laws, ordinances or rules. To ensure this, the Residential Stabilization Program must adhere to the following minimum space requirements as appropriate to the services provided:
 - a. Sleeping area: 80 square feet per resident for single beds, or 40 square feet per resident for two-deck bunks or temporary usage. Maximum dormitory capacity is 24;
 - b. Kitchen: 50 square feet;
 - c. Assembly: 6 square feet per person;
 - d. Corridor widths: 3 feet minimum;
 - e. Minimum ceiling height in living areas: 7 feet 6 inches;
 - f. Minimum ceiling height in corridors: 7 feet;
 - g. Education rooms: 20 square feet per person, with a maximum of 40 persons in the room at one time;
 - h. Vocational shops: 50 square feet allowed per person.
2. Each Residential Stabilization Program must be clean, sanitary, safe and suitable for the comfort and care of the residents, and must have, as appropriate:
 - a. An interior fire alarm system with sound and light sufficient to alert all occupants. Such system must be maintained in operating condition;
 - b. Fire and Safety Inspection Certification must be maintained and displayed in a visible area;
 - c. Sufficient fire extinguishers or 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 fire;
 - d. Smoke and fire barriers of one hour fire rating installed between floors of buildings of more than two stories;
 - e. Walls and doors of a minimum of one hour fire rating for all corridors of residential buildings of more than two stories;

- f. Two means of egress with doors equipped with appropriate hardware and in compliance with the applicable codes;
- g. The building will conform to the NYS Uniform Fire Prevention and Building Code (Title 9 NYCRR) occupancy classification for multiple dwellings;
- h. Exit signs of legible letters not less than 6 inches high and ¼ inch wide strokes, on contrasting backgrounds. Illuminated exit signs of same size letters are required in places of assembly and at exits of residential building corridors and passages;
- i. Adequate protection from hazards in heater and boiler rooms;
- j. A smoke detector and carbon monoxide detector that emits a distinctive signal of its own, or activates the fire alarm system. A direct connection to the local fire department is advisable where available. In its absence, a telephone shall be provided on each floor, with the local fire department's telephone number posted in bold print on a contrasting background;
- k. Storage facilities for personal articles in all approved bedrooms;
- l. Adequate lighting and ventilation;
- m. There shall be a minimum of one toilet and one sink for each 10 residents and a minimum of one tub or shower for each 10 residents. All facilities shall provide sufficient lavatory facilities to insure the privacy of male and female residents;
- n. A building heating system capable of supplying sufficient heat to maintain a temperature of 68 degrees Fahrenheit;
- o. Furnishings which include comfortable beds;
- p. Linen supplied at least weekly, including three towels;
- q. Dining space and a comfortable living room with facilities for recreation;
- r. An adequate and safe water supply;
- s. Proper dietary and nutrition capability, and
- t. Proper disposal of waster and sewage.

3. Each Residential Stabilization Program shall observe at least the following safety precautions:
- a. Fire drills, utilizing the interior fire alarm system, shall be conducted every month. They shall be held at different times of the day and night when the building is occupied. A written record shall be maintained, indicating the time the drill is held, the number of participants and how long it took to evacuate the building;
 - b. Fire regulations and evacuation routes shall be posted in bold print on contrasting backgrounds and in conspicuous locations;
 - c. All buildings shall have at least one telephone line;
 - d. There must be a first aid area equipped with basic first aid supplies;
 - e. Staff shall be familiar with first aid practices and emergency contact procedures;
 - f. Employees shall be trained in the use of fire extinguishers and the means of rapidly evacuating the building;
 - g. Nightlights of no less than one foot candle measured at the floor shall be provided in all hallways and stairways;
 - h. Shielding shall be provided for all unprotected high-temperature piping, etc., which is located where people can come in contact with exposed surfaces;
 - i. Unvented open-flamed space heaters shall not be used;
 - j. Only metal containers with fitted covers shall be used for storage of refuse;
 - k. All flammable materials shall be stored in metal cabinets;
 - l. There shall be no obstructions to corridors or exits or accumulation of combustible materials in unauthorized areas;
 - m. Emergency lighting shall have sufficient capability to provide for the safe evacuation of the building; and,
 - n. When facilities are provided which serve both males and females, sleeping areas shall be separated by gender.

D. Programs

1. Resources

- a. The contractor shall provide assistance to residents in obtaining residential opportunities through contacts and linkages with housing agencies and/or community housing resources. The Contractor can fulfill this responsibility directly through resources available within its own residence network, by referral to residential resources available within the community, by exploring opportunities for family reunification as appropriate, or by accessing residential treatment as needed. The Contractor will assist in community transitioning.
- b. The Contractor shall ensure that, as appropriate, a comprehensive range of rehabilitative services, including but not limited to substance abuse, vocational, educational, legal, mental health, health services and social services, are made available to each resident as necessary, by appropriately credentialed providers. The Contractor can fulfill this responsibility by identification of need and referral to community resources approved by DOP. Support services recommended and utilized shall be documented in each resident's case record.
- c. The Contractor must develop formal linkages with other community providers of services (i.e. health, mental hygiene, human service providers referral sources, etc.). Formal linkages may take the form of written agreements or other documentation of established relationships.
- d. The Contractor's program shall include weekly case review with residents relative to transition to permanent housing, search for gainful employment, job training, academic and vocational opportunities, money management skills, re-establishment of family ties, program participation, and community adjustment. The Contractor shall provide opportunities for participation in recreational, religious and other programs as appropriate. The Contractor shall not allow recreational activities involving martial arts (e.g., karate or boxing) to be conducted in the facility.
- e. As indicated by the resident's need(s) and in consultation with the Parole Officer, the Contractor shall provide or arrange for entitlement application assistance, employment assistance and support, savings programs, group counseling, carefully planned community living arrangements which will meet the needs of the individual and his/her family after release, access to and use of supportive community resources which can be utilized after release, and placement in educational and/or training programs.

- f. The Contractor shall provide residents who are unemployed with carfare, bus fare or other transportation assistance for appointments for the purposes of job seeking, education, training, substance abuse services, treatment and counseling.
- g. The Contractor may make use of citizen volunteers in the program with prior DOP review and approval. Such volunteers shall be screened as to their background and suitability for such work and shall receive orientation, training and supervision from the Contractor. They shall be subject to the same standard of conduct as in Section B (5), above.
- h. The Contractor shall establish procedures to ensure at least two times per day that each resident is verified as being present or accounted for. A system for documenting this verification will be employed by the Contractor.
- i. The Contractor will agree to cooperate with the NYS Division of Parole to develop and implement a DOP approved cognitive program for all residents.

2. Intake

- a. The DOP will pre-screen prospective resident referrals according to program eligibility criteria.
- b. DOP will identify eligible individuals for screening by the Contractor and will provide the Contractor with a copy of the prospective resident's Parole Inmate Status Report, as appropriate, and other relevant informational materials. A referral acceptance decision to DOP is required no later than 5 working days from referral or earlier. 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 discussion and review with DOP for problem resolution. Exclusions will be determined on a case-by-case basis via consultation between DOP and the Contractor. DOP will determine appropriate clients for program admission.
- c. DOP and the Contractor shall agree upon the program entry date for prospective residents. The Contractor shall notify the DOP within one working day if the releasee fails to report to the Residential Stabilization Program on the appointed date.
- d. The resident must remain at the specific Residential Stabilization Program site to which he was assigned, and shall not be transferred by the Contractor to another residential program without prior notification to and authorization from the Parole Officer. The Contractor shall not discharge

a resident from the program without prior discussion with the Parole officer.

- e. Information on residents provided to the Contractor by DOP shall be placed in the resident's case record.
- f. The prospective resident 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 stabilization programming.
- g. On admission Contractor will advise each resident that absconding from the Residential Stabilization Program is a violation of release and may result in prosecution through the Parole revocation process.
- h. Protection of confidentiality of case records is essential. Applicable federal and state law and regulations, including 21 CFR Part 2, and procedures and guidelines must be followed. No records concerning residents may be disclosed to the resident or public without prior approval of the Chairman, nor can any records be released without a fully extended consent form pursuant to 21 CFR 2.31.

3. Individual Program Planning and Progress

- a. The initial plan completed within 24 hours of admission and a comprehensive plan completed within 5 days of admission to the program, each resident shall be interviewed by qualified facility staff: The results of this interview shall be recorded in the resident's case record and shall, at a minimum, include the following information as deemed pertinent to the individual case.
 - 1) A personal history including family, vocational, educational and legal information;
 - 2) Substance abuse history including kind(s) of substances abused, when abuse began and any prior treatment attempts;
 - 3) Medical and/or mental health needs, including current medications.
 - 4) A record that the resident received a Resident Handbook and a copy of the facility rules and regulations and that such rules and regulations were discussed with him and that the resident signed a copy of these rules and regulations;
 - 5) Assignment of a primary counselor or case manager.

- 6) Acknowledgement of receipt of Conditions of Parole Supervision.
- b. The Contractor shall maintain a record of all personal articles brought into the facility by the resident and stored for the resident by the Contractor; the Contractor shall provide the resident with a receipt for any articles stored by the Contractor.
 - c. The Contractor shall develop, and make available for DOP's approval, a daily schedule of activities for residents.
 - d. Within 5 days of admission to the Residential Stabilization Program, an individual stabilization plan must be developed for each resident. The plan must be prepared with the participation of the Parole Officer, appropriate facility staff, and the resident, must be recorded in the resident's case record, and shall as a minimum:
 - 1) Establish long and short term goals for stabilization, including measurable performance standards of expected behavior and accomplishments;
 - 2) Address all Parole Board mandated conditions;
 - 3) Linkage to community services to address identified clinical needs.
 - 4) Delineate the services needed by the resident, with priority given to housing, public benefits and other supportive services, which may include employment, educational or vocational services, and establish a plan for meeting these needs. The plan shall also include increasing opportunities and privileges for contact with the resident's family and for participation in community activities as appropriate.
 - e. A stabilization 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 resident's case record. Each resident's stabilization plan must be reviewed at least every month by a supervisory staff member who is clinically qualified or through staff conferences, at which the resident's adjustment or progress, including progress in identifying housing options and meeting treatment, employment, vocational and/or educational goals, is reviewed.
 - f. Each case is to be reviewed with the Parole Officer at 30 days and again at 60 days from entry with a view toward discharge and decision made as to discharge; a record of these case reviews shall be maintained in the resident's case record. No resident may remain beyond 90 days without

the approval of the DOP, following a formal request to the contract manager.

- g. Failure of the resident to follow the stabilization plan must be referred by the Contractor to the Parole Officer for a determination as to the suitability of the resident for retention.
- h. The Contractor shall develop a mechanism whereby residents who are not engaged in full time treatment, employment, training, educational or other approved programming complete and submit a Daily Activity Sheet; these forms shall be maintained in the resident's case record.

4. Parole Supervision

- a. Each resident is also, 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 facility and interview residents at any reasonable time and at other times when necessary, and shall have immediate access to all records pertaining to each resident's participation in the program.
- c. The Parole Officer has the authority to, and may, search the resident and his belongings.
- d. The Parole Officer 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 the Residential Stabilization Program staff shall work together to provide coordinated counseling, rehabilitation and supervision of residents and will meet on a weekly basis to conduct case reviews; the progress of each releasee residing in the program will be reviewed no less than bi-weekly; progress notes on these sessions shall be recorded in the resident's case record by the Contractor.

5. Employment

- a. The Contractor shall develop meaningful employment opportunities for residents through contacts and linkages with prospective employers, liaison with community placement services and development

of related supportive resources. Meaningful employment means the matching of jobs to resident needs, aptitudes, desires and capabilities.

- b. The Contractor shall ensure that residents are prepared for job seeking. This shall include counseling on how to conduct oneself in an interview and exploration and assessment of the resident's skills, interests and economic needs that will influence the type of employment that will be suitable.
- c. The Contractor shall assist residents in job placement. This may include assistance in searching for a job and escort to interviews.
- d. The Contractor shall assist residents to obtain the clothing, tools and/or equipment needed for employment.
- e. The Parole Officer shall approve each resident's employment as bonafide and will review the necessity to inform the employer of the resident's legal status, in conformance with the rules and regulations of the DOP. The resident may make no changes in employment without the approval of the Parole Officer.

6. Drug/Alcohol Services

- a. Substance abuse and/or alcoholism counseling shall be provided, if mandated by the Parole Board, stipulated by the Parole Officer or requested by the resident. Such counseling must be provided by licensed OASAS provider and by referral to an appropriate community resource.
- b. Residential Stabilization Program staff shall keep the Parole Officer informed of the resident's counseling schedule and plan.
- c. In consultation with the Parole Officer, the Contractor shall make arrangements to provide drug testing for residents as follows, unless otherwise agreed to in writing with the DOP:
 - 1) All residents shall be subject to drug testing a minimum of once within the first 24 hours of program admission and once per month thereafter, on an unscheduled basis.
 - 2) Contractor drug testing policies and procedures must be in writing and are subject to DOP approval.
 - 3) Drug Test Results – All drug test results (positive and negative) will be documented in the Contractor's case file and reported to DOP on a monthly basis on required reporting forms. Contractor staff shall thoroughly investigate each positive drug test result to validate the

positive finding. The Contractor shall immediately verbally report all unauthorized positive test results to the Parole Officer.

7. Residence Development

- a. The Contractor shall provide assistance to residents in obtaining stable residential opportunity through contacts and linkages with housing agencies and/or community housing resources. The Contractor can fulfill this responsibility directly through resources available within its own residence network, by referral to residential resources available within the community, by exploring opportunities for family reunification as appropriate, or by accessing residential treatment as needed. All such efforts shall be documented in the parolee case record. The Contractor will assist in community transitioning. **Shelter placement shall not be considered a desirable placement.**

8. Authorized Leave

- a. All requests for leave beyond curfew or overnight must be approved by the Parole Officer. In any instance where a resident is absent overnight without authorization, the Contractor shall notify the Parole Officer the following morning.

9. Driving

- a. If the Contractor wishes to approve driving privileges for the resident, he shall seek authorization from the Senior Parole Officer through the Parole Officer.
- b. The Contractor shall maintain on file the license number and a description of any vehicle used on regular basis by a resident.

10. Food Services

- a. The Contractor shall provide food service for residents in accord with existing public health laws, regulations and policy for congregate care facilities.

11. Medical Services

- a. The Residential Stabilization Program shall submit to DOP a specific plan for a Tuberculosis Control Program approved by local or state health officials, an HIV Prevention and Education Program, and procedures 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).

- b. Only medical and dental personnel who are appropriately licensed or certified shall prescribe or administer medical and dental care for residents.
- c. DOP does not reimburse health care providers. The Contractor is to arrange for Medicaid coverage or other third party reimbursement for residents. If employed, however, residents are responsible for their own health care costs.
- d. The Residential Stabilization Program will provide a secured location to residents for the safekeeping of any prescribed medications. A medication control log will be kept for the documentation of resident's receipt of medications.

12. Resident Case Records

- a. The Residential Stabilization Program shall maintain individual records for all residents in the program. Each record shall include:
 - 1) Resident NYSID, name, DOB, age, sex, race, marital status;
 - 2) Results of the admission interview, including documentation that the resident received a copy of program rules and regulations and Conditions of Parole Supervision.
 - 3) Identifying medical and mental health information provided prior to admission and the results of any admission physical examination including medical or mental health limitations to employment, if any;
 - 4) An individualized stabilization plan, including modifications as required, signed by the resident, facility staff and the Parole Officer;
 - 5) Documentation of counseling and support services provided, including a record of case conferences;
 - 6) Daily activity forms completed by resident, as required;
 - 7) All notices of disciplinary action, appeal or related documentation;
 - 8) Documentation of recommendations and action concerning the resident's health;
 - 9) Results of drug testing performed;
 - 10) Evidence of stabilization plan review as required;

- 11) A record of disbursements to the resident for carfare, bus fare, other transportation and funds for other authorized expenses; a record of all housing contributions from the resident;
- 12) Copies of any consent to release information forms executed by the resident;
- 13) Copies of all correspondence to and from the Division of Parole, and documentation of all telephone contacts with DOP staff; and
- 14) A discharge summary which, at a minimum, includes the following information:

- Resident name
- Identifier (NYSID# or DIN #)
- Date entered program
- Discharge status
- Brief narrative describing presenting problem upon entry, stabilization 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 employed)
 - other (education; training)
- Aftercare services required/referrals made
- Program staff signature
- Date summary prepared

- b. 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 resident records. Access to records is limited to authorized personnel designated by the Facility Director.
- c. The Contractor shall establish a system of accountability and a method of disposition of resident's personal property to be implemented in the event of a resident's death, abscondance or transfer.

- d. The Contractor will, within five (5) working days of discharge of the resident from the facility, forward to the Parole Officer a discharge summary.
- e. The Contractor shall maintain a sign-out log which residents will be required to use. The sign-out log shall record the resident's destination, purpose of pass, curfew, time out, time of return, and signatures of resident and approving facility staff member. The Parole Officer shall have immediate access to the log upon request.

13. Reporting of Incidents

- a. The Residential Stabilization Program shall comply with all appropriate reporting requirements established by DOP.
- b. The Contractor shall report any unusual incidents involving a resident to the Parole Officer with any information requested regarding the unusual incident. 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 as soon as possible, preferably within thirty minutes after the discovery of their occurrence.
 - a) Abscondance or attempted abscondance from a facility.
 - b) Death, serious injury or attempted suicide of a resident.
 - c) Death or serious injury to an employee.
 - d) Death or injury to a visitor which occurs on program property.
 - e) Any incident that seriously effects the normal operation of a facility 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.
 - f) Arrest of a resident or any indication that any law enforcement agency has an interest in or is seeking a resident as a witness or suspect.
 - g) Resident assault on employee, volunteer, or visitor.

- d. The Contractor shall provide the Parole Officer and Senior Parole Officer with disciplinary policy and procedures and a list of agreed-upon minor sanctions that the Contractor may impose. Changes in this list shall be only with the approval of the Senior Parole Officer. Residents shall be notified of disciplinary action in writing within 24 hours of the occurrence with a copy of this notice forwarded to the Parole Officer.
 - e. Violation of the Contractor's cardinal rules, prohibited acts or repeated notice of discipline or appeal shall require a case conference between the resident, program staff and the Parole Officer within 48 hours of notice of violation or appeal to determine whether the resident should be retained in the program and to modify the stabilization plan as necessary. Residents may appeal in writing to the Program Director any sanction imposed within 24 hours of imposition of sanction.
17. Physical Force
- a. The greatest caution and conservative judgment shall be applied in determining when physical force is necessary, and the degree of such force that is necessary.
 - b. In all cases where the Contractor employed physical force or restraint, the Contractor shall immediately notify the Police and then notify the Parole Officer as soon as possible, in accordance with this Scope of Work, section D, 13, Reporting of Incidents.
18. Removal Procedures
- a. If it becomes necessary to involuntarily remove a resident from the Residential Stabilization Program, the Facility Director and Parole Officer will coordinate efforts to effect the removal in a professional manner that minimizes program disruption, as follows:
 - 1) The Contractor shall not expel a resident from the Residential Stabilization Program without prior notification to the Parole Officer.
 - 2) DOP shall remove from the premises and program, as soon as is reasonable 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 Residential Stabilization Program.
 - 3) DOP shall have the right to remove from the residence any releasee it deems unqualified for continued program involvement upon notice by the Parole Officer, either in writing or orally, to the Contractor.

19. Reporting and Performance Measures

a. Program Reporting

- 1) Contractor shall submit monthly reports concerning program operation to DOP. Said monthly program reports shall be submitted on Residential Stabilization Program Monthly Statistical Report forms, including the Referral Tracking Sheet and Census Sheet. These forms shall be fully completed, pursuant to the directions provided, and shall include for all client groups, unless expressly waived by DOP in writing, information of all referrals, enrollments and program discharges; a listing by name (using the same name that DOP used in making the referral) and NYSID number of all enrolled releasees indicating their status, dates and outcomes of all drug testing (both positive and negative); a narrative section describing any problems which originated within the program or DOP, including the adequacy of the number of referrals, the appropriateness of referrals, communications between the Contractor and DOP, meetings between the Contractor and DOP, staffing problems, training problems; and any other information that may be requested by DOP. The reports shall be submitted in such format as may be requested by DOP or on such forms as may be provided by DOP. Said reports must be signed by the program coordinator or his/her designee. All monthly reports shall be submitted to DOP's Reentry Services Manager by the tenth (10th) date of the following month. After reviewing the reports for accuracy, the Reentry Services Manager will forward said reports to the Office of Policy Analysis by the fifteenth (15th) day of the month.
- 2) Contractor shall, within five (5) working days of discharge of the releasee from the program, forward to the Parole Officer a discharge summary. A copy of the discharge report must also be submitted to the Reentry Services Manager. Such discharge reports shall include, unless expressly waived in writing by DOP: releasee name, NYSID, date entered the program, a summary of releasee's stabilization plan goals and success in implementing these goals, date discharged and discharge reason, the date and results of all drug tests, type of residence to which releasee was released, employment information, and the date of any aftercare referrals made, including the name of the program to which the releasee was referred and contact person. Said reports must be signed by the assigned program counselor.

b. Additional Program Requirements

- 1) The Contractor's program shall include weekly individual counseling relative to client needs. A description of the Contractor's system of case management should be included in the proposal, explaining the intake process.

- 2) For anyone not accepted into the program, DOP will require a written rationalization for rejection.
- 3) Each resident should have an assigned case manager responsible for providing individual support and counseling relative to client needs. Staff would also be required to verify that the resident is present at least two times per day and have periodic case conferences with Parole staff. Program plans will be made available to DOP as required.
- 4) The Contractor should attach a sample case record to the program proposal which contains all forms used by the program. Residents shall sign all necessary release of information forms. Protection of confidentiality of case records should be maintained in accordance with Federal and State law and regulations.
- 5) The Contractor should provide a description of the individual program planning process employed. This should include at a minimum, an individualized stabilization plan containing long and short term goals for each resident and a mechanism whereby stabilization plans are reviewed every month by a supervisory staff member who is clinically qualified or through staff conferences.
- 6) The Contractor will provide access to a comprehensive range of rehabilitative services, including but not limited to personal identification documents, substance abuse, employment assistance, vocational, educational, legal, mental health, medical, housing, public benefits and other social services to each resident. This requirement can be met by the Contractor directly or by referral to an appropriate community resource. Provision of carfare, bus fare or other transportation assistance for appointments for residents in need of these services would be provided by the Contractor.
- 7) The Division will provide medical information on all releasees who require follow-up treatment or care. The Contractor should be able to assist residents with accessing medical services especially for emergencies. The Division does not reimburse health care providers. The Contractor is to arrange for Medicaid coverage or other third party reimbursement for residents. If employed, the residents would be responsible for their own health care costs.
- 8) The Contractor must have a Tuberculosis Control Program approved by local or state health officials. In addition, an HIV prevention and education program is required.

- 9) All residents will be required to submit to drug testing within 24 hours of program admission and once a week thereafter on an unscheduled basis. The substances to be tested will be approved by the DOP. Proposals should describe the process for testing. The Contractor would be expected to promptly report all positive results to the Division of Parole.
- 10) The Contractor should describe the program's ability to provide or arrange for reasonable accommodations for individuals with disabilities in the areas of both facility and program considerations.
- 11) The Contractor should describe any client groups or populations that can not be served by the program. Please describe your program's eligibility criteria.
- 12) The Contractor should describe any capacity that exists or could be developed to provide dedicated phone service to the DOP in cases where electronic monitoring as a condition of supervision is required or recommended.

ATTACHMENT C

PROPOSAL RESPONSE QUESTIONS

ATTACHMENT C

NYS DIVISION OF PAROLE RFP 2010-06 RESIDENTIAL STABILIZATION PROGRAMS

PROPOSAL RESPONSE QUESTIONS

Instructions: Provide succinct responses in no more than 10 (ten) pages total (single spaced), 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.

I. AGENCY SUMMARY (20 POINTS)

- A. Describe your agency's mission, structure and experience as a service organization. Attach a copy of your organization's by-laws, a list of your Board of Directors and if applicable, include a copy of your Certificate of Incorporation. (2 points)
- B. Describe your understanding of the program and its objectives as described by the DOP in *Attachment B*. (6 points)
- C. What services would you provide to achieve the goals of the Division's RSP program with a primary emphasis on meeting stabilization goals? Specify those service areas, if any, where services will be met by another outside agency. (6 points)
- D. Delineate the outstanding features of your program that distinguish your agency from other comparable programs. (6 points)

II. PROGRAM INFORMATION (25 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. Describe the program site's capacity to provide adequate food services. **Attach a copy of the Certificate of Occupancy and copy of any license, if required,** to provide service at this location and a letter of non-opposition from local appropriate government officials. For Client Group F, demonstrate that the program site is located in areas that are not restricted through local laws, ordinances or rules. (2 points)
- B. State who will be responsible to manage the proposed program. Briefly describe the qualifications and responsibilities of staff that will be assigned to the program (including the lead program person and supporting organizational staff). **Attach resumes and position title of existing staff that will be assigned to provide services to parolees.** Indicate the client to staff ratio for both Case Management

and 24 hour coverage to provide security and control. Describe staff ability to successfully interact with persons to be served as well as Parole staff. (3 points)

- C. Describe your program's requirements for a client to be deemed eligible to be accepted into program. Describe any client groups (A through F) or populations that can be served by your program. What are your programs' exclusionary criteria and the reasons for your inability to serve a particular Client Group. (4 points)
- D. Describe the process you propose for substance abuse testing of clients. (3 points)
- E. Indicate what steps your agency will take to implement this program, prepare for case referral/placement and coordination with the Division of Parole. (3 points)
- 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 on the proposed RSP program? (2 points)
- G. Describe your agency's ability to provide or arrange for reasonable accommodations for individuals with disabilities, including individuals who require use of wheelchair, in the areas of facility and program considerations. (3 points)
- H. Describe your agency's ability to provide services to individuals with mental health issues who have been prescribed psychotropic medications; individuals with medical problems who may also have been prescribed medications; individuals who have been convicted of sex offenses or arson; individuals with any combination of the afore-mentioned conditions. (5 points)

III. EXPERIENCE/REFERENCES (15 POINTS)

- A. Describe your agency's experience in working with criminal justice populations, specify the total number of years of experience, and identify any current services of a similar nature being provided to other agencies. (5 points)
- 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 of experience, specifically with NYS DOP. (3 points)
- C. Describe your agency's experience in identifying community linkages and community placements to criminal justice populations released from Correctional settings to the community.(4 points)
- D. **Attach three professional letters of reference.** Letters should be on official letterhead and include name, address and phone number. References from Division of Parole staff are not acceptable. (3 points)

IV. PROGRAM PERFORMANCE (15 POINTS)

- A. Provide the following information concerning the operation of your program or realistic projection of your proposed 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. (2 points)
- **Utilization Rate:** The percentage of your program’s capacity that is or will be utilized.
 - **Enrollment Rate:** The percentage of clients referred who are enrolled or will be enrolled once referred
 - **Length of Stay:** The average number of days clients remain or will remain in the program.
 - **Program Completion Rate:** The percentage of discharged clients who completed or will complete your program.
- 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. (5 points)
- C. Indicate what efforts, including examples, of how you will maximize participation by clients in the program. (6 points)
- D. Describe your agency’s ability to provide both electronic monthly program reports and individual progress reports. (2 points)

V. BUDGET/FISCAL (25 POINTS)

- A. Budget Detail Sheet and Budget Narrative/Justification Overview

In *Attachment E*, please provide a narrative justification and budget detail sheet that specifically lines out the funding required necessary to support your program annually. Be sure to include all of the required details and narrative justification. (Note: Proposals should clearly identify the funding required annually on the budget detail sheet.) Narrative justifications should properly reflect each line of the budget detail sheets. Please include any formulas used to calculate salaries, fringe benefits, non-personal service numbers, and third-party revenue. Also include any formulas, assumptions, and/or justifications for all requested start-up funding.

If your proposal’s required budget detail sheet(s) and/or budget narrative/justification are not included in your bid, your proposal will be disqualified.

B. Third-Party Revenue Projection Guidelines

Specify the procedures that will be employed to obtain third-party funding (i.e. Housing Assistance Program, etc.) in the budget narrative. Include the success of your organization in receiving third-party revenue and explain the impact on the proposed program if less third-party revenue than projected is received. The Division of Parole will not be in the position to make up any third-party revenue that does not materialize and reserves the right to consider this a contractual violation. Be careful to project accurately and take all necessary measures to achieve projected revenue levels. For purposes of estimating third party revenue, assume that 50% of clients will be eligible for third party reimbursement at any one time. If you estimate higher than 50% please indicate why.

1. Projected third-party revenue will be treated as funding for the program that has a direct result of reducing the cost to the Division of Parole, and therefore will improve a proposal's overall fiscal score. For example, if a program's total expense equals \$100,000 and the program projects to receive \$25,000 in third-party revenue, the total cost to the Division of Parole is \$75,000.
2. Parolees cannot be required to contribute toward your program costs. Any third-party revenue referencing client (parolee) payments will not be acceptable. The Division will **not** change your proposed cost, and if your program receives an award, you will be required to make up the third-party revenue in some other way.

C. Start-up Cost Guidelines

If applicable, please indicate the amount of your proposed start-up costs. Start-up costs must be included on the Budget Detail Sheet(s). Please provide appropriate detail and justification of need in your budget narrative if start-up costs are requested by your organization. It is imperative that these costs are properly denoted on the appropriate budget detail sheets.

In the context of this Request for Proposal, the Division of Parole will not support Start-up costs for Construction. If proposals are submitted identifying Construction Start up costs the Division will remove these costs from the proposal and score the proposal based on the adjusted amount. Proposals CAN include Start up costs for Non-Construction expenditures. The Division's definitions of Construction and Non-Construction Start –up costs are explained in detail below.

1. Start Up Costs that are Not Allowable:
Construction Start-up Costs include costs associated with the developmental construction of a residential structure, and include but are not limited to:
 - Architectural/engineering fees;
 - Demolition/removal;
 - Testing for lead, asbestos and/or other toxins;
 - Land or building acquisition;

- Site development;
- Renovation costs – costs that will be paid in the first year as non-recurring;
- Equipment costs – costs that are considered to be permanent fixtures in the program’s facility, (i.e. kitchen sink, toilet, etc.);

Funding Parameters: THE DIVISION WILL NOT FUND CONSTRUCTION START-UP COSTS.

2. Start Up Costs that are Allowable:

Non-Construction Start-up costs are defined as the required investments made by the organization at the start of the contract that are actual and necessary. These start-up costs are only reimbursable during the first year of the contract; and they will not be recouped at the end of the contract period. Non-Construction Start-up costs include all other projected non-personnel expenses needed to begin the program. These costs can include, but are not limited to:

- New technology;
- Furniture (i.e. mattresses);
- Telephone lines;
- Supplies and Materials;
- Equipment – (i.e. vehicle)
- Furniture for clients and common areas.

Non-Construction Start-up Cost Budget Detail Sheet and Narrative:
Please detail all Non- Construction Start-up Costs on the Budget Detail Sheet and justifications in your Budget Narrative.

D. Cash Advance

Not-for profit providers can receive two months of operating expenses as a cash advance; this cash advance is not considered “start-up costs”. Start-up costs will not be factored into the calculation of the cash advance amount. **All cash advances are recouped at the end of each budget year during the contract period.**

E. Budget Narrative Guidelines

As a guideline, the Budget Narrative should explain, at a minimum, the following in DETAIL:

1. Personnel Services Expenditures: Title, Percent to Parole, and responsibilities;
2. Fringe Benefits;
3. Contractual/Consultant Services;
4. Real Estate: Square Feet and cost to Parole;
5. Travel Expenses;
6. Supplies and Materials;

7. Equipment;
8. All third party revenue projections (No client (parolee) payments/contributions are acceptable as third-party funding); and
9. Start-up costs: Type (Construction vs. Non-Construction), Amount, and Justification.

Note: Bidders that request start-up costs may choose to submit a single Budget Narrative that includes all programmatic costs and start-up costs justifications or they may submit separate justifications for programmatic costs versus start-up costs. If a bidder chooses to submit one budget narrative for both programmatic and start-up costs, the bidder still **must** submit separate budget detail sheets for all its start-up costs.

F. Additional Guidelines

There may be components in the Scope of Services that are associated with costs that you may not be familiar with (e.g. Electronic Monitoring telephone line), if this is the case, please address your question in writing and e-mail to contracts@parole.state.ny.us by the questions deadline or ask at the bidder's conference.

G. Budget Evaluation

Programs failing to submit a comprehensive budget proposal (including budget detail sheets and coinciding budget narratives) for all program sites and start-up costs will be disqualified.

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

1. The lowest cost/slot proposal in a Catchment area (factoring in third-party revenue and start-up costs) will receive 25 points. Other proposals in that area will receive points in direct proportion to the lowest cost/slot proposal in that area.
2. The cost of each proposal is determined by dividing the total proposed program cost (including all start-up costs and projected revenue) to Parole by the number of proposed residential slots on any given day. For instance, if a program's total annual cost is \$100,000 for 5 beds, it is factored out to be \$20,000 per bed.