

# STATE OF NEW YORK MULTI YEAR AGREEMENT

<u>STATE AGENCY (Name &amp; Address):</u>  New York State Department of Corrections and Community Supervision The Harriman State Campus 1220 Washington Avenue Albany, New York 12226	<u>BUSINESS CODE:</u> DOC01  <u>NYS COMPTROLLER'S NUMBER</u>  C161406  <u>DEPARTMENT CODE:</u> 3250229
<u>CONTRACTOR (Name &amp; Address)</u> Corizon, LLC 103 Powell Court Brentwood, TN 37027	<u>TYPE OF PROGRAM (S):</u> Operation of a 60-bed skilled nursing program within the Coxsackie RMU
<u>FEDERAL TAX IDENTIFICATION NUMBER</u> <div style="background-color: black; width: 100px; height: 1.2em; margin-top: 5px;"></div>  <u>NYS VENDOR IDENTIFICATION NUMBER</u> <div style="background-color: black; width: 100px; height: 1.2em; margin-top: 5px;"></div>	<u>INITIAL CONTRACT PERIOD</u>  FROM: April 1, 2017 TO: March 31, 2022  <u>NOT TO EXCEED AMOUNT</u> \$ 29,926,678.00

## APPENDICES ATTACHED AND PART OF THIS AGREEMENT:

__X__	APPENDIX A	Standard Clauses as required by the Attorney General for all State contracts
__X__	APPENDIX B	Request for Proposal # 2016-11 including appendices
__X__	APPENDIX C	Contractor's Proposal including appendices
__X__	APPENDIX D	Cost Sheet
__X__	APPENDIX E	Vendor Assurance of No Conflict of Interest or Detrimental Effect
__X__	APPENDIX F	Non-Disclosure
__X__	APPENDIX G	M/WBE and EEO Information

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

CONTRACTOR

Corizon, LLC.

By:

*Karey Witty*

*Karey Witty*

Printed Name

Title:

*CEO*

Date:

*3/6/17*

Contract No. C161406

STATE AGENCY

New York State Department of Corrections and  
Community Supervision

By:

*Sandra L Downey*

SANDRA L. DOWNEY

Printed Name

Title: Director of Budget and Finance

Date:

*3/31/17*

State Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE OF *Tennessee* )

County of *Williamson* )

SS.:

On the *6<sup>th</sup>* day of *March*, 20*17*, before me personally appeared

*Karey Witty*

, to me known, who being by me duly sworn, did depose and say that

he/she resides at *Franklin, TN (Williamson County)* that he/she is the

*CEO* of the *Corizon, LLC*, the corporation described herein which thereto by order of the board of directors of said corporation.

(Notary)

*[Signature]*

*exp 5/22/19*

ATTORNEY GENERAL'S SIGNATURE

Title:

Date:

APPROVED AS TO FORM  
NYS ATTORNEY GENERAL

*APR 28 2017*

*Benjamin L. Maggi*  
BENJAMIN L. MAGGI  
ASSISTANT ATTORNEY GENERAL

STATE COMPTROLLER'S SIGNATURE

Title:

Date:

APPROVED  
DEPT. OF AUDIT & CONTROL

*JUL 27 2017*

*Charlotte E. Davis*  
FOR THE STATE COMPTROLLER

## **AGREEMENT**

This AGREEMENT made this 6<sup>th</sup> day of March, 2017, by and between the NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION (hereinafter referred to as "DOCCS") with its principal office located at The Harriman State Campus, 1220 Washington Avenue, Albany, New York 12226 and CORIZON LLC (hereinafter referred to as "CONTRACTOR") having its principal office at 103 Powell Court, Brentwood, TN 37027 is to provide skilled nursing care to the inmates housed in the 60-bed Cocksackie RMU, and

WHEREAS, pursuant to New York Correction Law § 112(1), the Commissioner of DOCCS is given the authority to contract with private entities for the performance of such functions deemed necessary or desirable to promote the efficient operation of DOCCS, as well as the fulfillment of all lawful responsibilities of DOCCS; and

WHEREAS, the CONTRACTOR is ready, willing, and able to provide such services and possesses or can make available all necessary qualified personnel, licenses, facilities, and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT; and

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, DOCCS and the CONTRACTOR agree as follows:

### **I. TERM**

A. When signed by the parties and approved by all necessary government agencies, this AGREEMENT shall commence April 1, 2017 to March 31, 2022 ("Term") unless terminated earlier pursuant to its terms.

### **II. AMENDMENTS**

A. This AGREEMENT may be amended only upon the mutual written agreement of the parties.

B. To modify the AGREEMENT within an existing Term or Renewal Term, the parties shall execute an amendment to the agreement. Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the Office of the State Comptroller.

C. Any such amendment to or extension of this AGREEMENT shall be subject to approval by the Office of the State Comptroller ("OSC") and where necessary as set forth in Section X.(A) below, shall contain a new budget.

### **III. SUBCONTRACTING**

A. The CONTRACTOR agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of the DOCCS. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The CONTRACTOR may arrange for a portion/s of its responsibilities under this AGREEMENT to be subcontracted to qualified, responsible subcontractors, subject to approval of the DOCCS. If the CONTRACTOR determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this AGREEMENT must be fully explained by the CONTRACTOR to the DOCCS. As part of this explanation, the subcontractor must submit to the DOCCS a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form, as required by the CONTRACTOR prior to execution of this AGREEMENT.

The CONTRACTOR retains ultimate responsibility for all services performed under the AGREEMENT.



All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this AGREEMENT including, but not limited to, the body of this AGREEMENT, Appendix A – Standard Clauses for New York State Contracts and Appendix B – Request For Proposal #2016-11 Operation of a 60-Bed Skilled Nursing Services Program within the Coxsackie Regional Medical Unit. Unless waived in writing by the DOCCS, all subcontracts between the CONTRACTOR and subcontractors shall expressly name the STATE, through DOCCS, as the sole intended third party beneficiary of such subcontract. The DOCCS reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the DOCCS or the STATE a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the DOCCS.

The DOCCS reserves the right, at any time during the term of the AGREEMENT, to verify that the written subcontract between the CONTRACTOR and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this AGREEMENT.

The CONTRACTOR shall give the DOCCS immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the CONTRACTOR's duties under the AGREEMENT. Any subcontract shall not relieve the CONTRACTOR in any way of any responsibility, duty and/or obligation of the AGREEMENT.

If at any time during performance under this AGREEMENT total compensation to a subcontractor exceeds or is expected to exceed \$100,000, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

#### **IV. TERMINATION**

- A. DOCCS shall have the right to terminate this AGREEMENT early for (i) unavailability of funds or (ii) convenience provided that the DOCCS has given written notice to the CONTRACTOR no later than thirty (30) days or more prior to the date of termination.
- B. DOCCS may terminate the AGREEMENT for cause immediately upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
- C. DOCCS may terminate this AGREEMENT without cause by thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accrued amount due and the CONTRACTOR will undertake no additional expenditures not already required.
- D. This AGREEMENT may be terminated at any time upon mutual written consent of DOCCS and the CONTRACTOR.
- E. DOCCS reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law Sections 139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, DOCCS may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.
- F. In the event of the termination of this AGREEMENT by either party, DOCCS shall be liable for the actual and necessary expenses for services provided by CONTRACTOR up to and including the effective date of termination.

## **V. CONTRACTOR RESPONSIBILITY**

A. The CONTRACTOR shall, at all times during the AGREEMENT term remain responsible. The CONTRACTOR agrees, if requested by the Commissioner of DOCCS or his designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

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

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

## **VI. CONFLICTS OF INTEREST**

A. The CONTRACTOR has provided a form Appendix E, Vendor Assurance of No Conflict of Interest or Detrimental Effect, signed by an authorized executive or legal representative attesting that the CONTRACTOR's performance of the services does not and will not create a conflict of interest with, nor position the

CONTRACTOR to breach any other contract currently in force with the State of New York, that the CONTRACTOR will not act in any manner that is detrimental to any STATE project on which the CONTRACTOR is rendering services.

B. The CONTRACTOR hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the CONTRACTOR's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this AGREEMENT. The CONTRACTOR shall have a duty to notify the AGENCY immediately of any actual or potential conflicts of interest.

C. In conjunction with any subcontract under this AGREEMENT, the CONTRACTOR shall obtain and deliver to the AGENCY, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. The CONTRACTOR shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the AGENCY a signed and completed Appendix E, Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.

D. The AGENCY and the CONTRACTOR recognize that conflicts may occur in the future because the CONTRACTOR may have existing, or establish new, relationships. The AGENCY will review the nature of any relationships and reserves the right to terminate this AGREEMENT for any reason, or for cause, if, in the judgment of the AGENCY, a real or potential conflict of interest cannot be cured.

## **VII. PUBLIC OFFICERS LAW**

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State

Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a "lifetime bar" from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

### **VIII. ETHICS REQUIREMENTS**

The Contractor and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements"). The Contractor certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the

State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements

#### **IX. REQUEST FOR PROPOSALS (RFP) AND AWARD**

A. DOCCS has determined that CONTRACTOR is the successful bidder and that CONTRACTOR is willing and able to provide the services required.

B. CONTRACTOR shall provide skilled nursing services to DOCCS in accordance with DOCCS' RFP # 2016-11 Operation of a 60-Bed Skilled Nursing Services Program within the Coxsackie Regional Medical Unit a true copy of which is annexed hereto and made a part hereof as Appendix B; and (b) the proposal for said bid submitted by CONTRACTOR, a true copy of which is annexed hereto and made a part of as Appendix C.

#### **X. SCOPE OF SERVICES**

A. Pursuant to this AGREEMENT, CONTRACTOR shall provide the services set forth herein and in Appendices B and C. Appendix B, known as the "Scope of Services," contains a description of the services to be provided by CONTRACTOR.

B. It is expressly understood and agreed by CONTRACTOR that any and all services and products specified in this AGREEMENT shall be provided only at the direction of DOCCS.

## **XI. COMPENSATION**

- A. All compensation that will be paid to the CONTRACTOR is set forth in Appendix D, which is attached hereto and made a part of hereof. Appendix D consists of the Cost Sheet.
- B. Throughout the term of this AGREEMENT, CONTRACTOR shall be reimbursed only for actual and necessary expenses for services actually performed in accordance with this AGREEMENT and with Appendices B and C.
- C. The CONTRACTOR shall submit invoices for services rendered and fees accrued by the fifteenth (15th) of the month following the month in which the work was performed or the services provided.
- D. CONTRACTOR acknowledges that all invoices shall be submitted to:
- Dept. of Corrections and Community Supervision  
Budget and Finance Office  
Attn: Assistant Director  
Harriman State Campus  
1220 Washington Avenue  
Albany, NY 12226-2050
- E. In the event that any travel is permitted under this agreement, it must comply with New York State rates as published by the Office of the State Comptroller.
- F. CONTRACTOR shall provide complete and accurate billing invoices to the DOCCS in order to receive payment. Billing invoices submitted to the DOCCS must contain all information and supporting documentation required by the AGREEMENT DOCCS, and OSC. Payment for invoices submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the DOCCS Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures



and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by e-mail at [epundit@osc.state.ny.us](mailto:epundit@osc.state.ny.us) or by telephone at (518) 474-4032. CONTRACTOR acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

G. All rates shall be firm for the first year of the contract. Rates will be automatically adjusted up or down to be effective on each anniversary date of the contract. Adjustments will be based on the Producer Price Index (PPI) Series ID: PCU623110623110P, Industry: Nursing Care Facilities, Product: Primary Services, as published by the Bureau of Labor Statistics (BLS). The adjustment shall not exceed five percent in any one year. The adjustment will be calculated based on the increase or decrease between the previous years September PPI to the current years September PPI. The increase shall not be based upon a preliminary PPI. Instead, the PPI will be paid pursuant to the actual PPI. If the actual September PPI has not yet been published when the invoice for services provided in April is due, the April invoice and any future invoices will be paid at the then existing rates until such time that the actual September PPI is published. Once the actual September PPI is published, the rate increase will be calculated and agreed to by both parties. Once it is agreed upon, the adjustment will be processed against the next invoice due to allow for any previously paid invoices for services provided April 1 or later. The new rates will also be in effect for all future invoices processed until such time the next increase is published, agreed upon, and adjusted accordingly. In the event the specific index is discontinued, or is no longer published on the BLS website ([www.bls.gov](http://www.bls.gov)), Corizon and DOCCS will negotiate a mutually acceptable replacement index.

## **XII. CONFIDENTIALITY**

A. In addition to the confidentiality requirements, if any, contained in Appendix B, CONTRACTOR acknowledges that any and all information, records, files, documents or reports contained in any media format (e.g. print, electronic) provided to CONTRACTOR by the DOCCS or otherwise encountered by CONTRACTOR in the provision of services pursuant to this AGREEMENT shall be considered extremely confidential and shall be handled accordingly at all times. Neither CONTRACTOR nor any of its employees, servants, subcontractors, agents or volunteers shall at any time be permitted to utilize any such confidential information for any purpose outside the scope of this AGREEMENT without the express prior written authorization of DOCCS. CONTRACTOR shall educate, monitor and be responsible for its employees, servants, subcontractors, agents and volunteers providing services for CONTRACTOR pursuant to this AGREEMENT concerning these confidentiality requirements. Any breach of the confidentiality requirements set forth in this Section or in Appendix B by CONTRACTOR or by any of its employees, servants, subcontractors, agents or volunteers may result in the immediate termination of this AGREEMENT by the DOCCS and may subject the CONTRACTOR to further penalties. Annexed hereto as Appendix F is a copy of the Non-Disclosure Agreement.

## **XIII. INDEPENDENT CONTRACTOR**

A. It is expressly understood and agreed that CONTRACTOR'S status hereunder is that of an independent contractor and that no official, employee, servant, subcontractor, agent or volunteer of CONTRACTOR is an employee of the DOCCS or the State of New York. CONTRACTOR is solely responsible for the work, compensation, benefits and personal conduct of all such persons assigned to the provision of services pursuant to this AGREEMENT. Nothing contained in this Section or in any other provision of this AGREEMENT shall be construed to impose any liability or duty to the DOCCS or the State of New York to persons, firms, consultants or corporations employed or engaged or otherwise

utilized by the CONTRACTOR, either directly or indirectly, in any capacity whatsoever, nor shall the DOCCS or the State of New York be liable for any acts, omissions, obligations and taxes of any nature, including unemployment insurance and worker's compensation, of CONTRACTOR or any of its officials, employees, servants, subcontractors, agents or volunteers.

#### **XIV. ASSIGNMENT**

A. The rights and obligations of CONTRACTOR under this AGREEMENT may not be assigned, conveyed, transferred, or subcontracted by CONTRACTOR without prior written authorization of the DOCCS as set forth in Appendix A.

#### **XV. NOTICES**

A. All notices and communications made pursuant to this AGREEMENT shall be in writing and shall be delivered to the addresses set forth below or to such addresses as the parties may from time to time provide to each other. Said notices should be served via registered mail or personally.

Notification to DOCCS:           NYS DOCCS  
  Contract Procurement Unit  
  The Harriman State Campus  
  1220 Washington Avenue  
  Albany, New York 12226

Notification to CONTRACTOR:   Corizon LLC  
  103 Powell Court  
  Brentwood, TN 37027

or any other address as may be hereinafter designated by written notice. No notice shall be effective until received by the addressee. Communications concerning the daily functions and operation of the scope of services are not to be considered as notices. Thus, such communications may be done via telephone, e-mail, fax, United States Postal Service or other means.

## XVI. MISCELLANEOUS PROVISIONS

- a. Entire Agreement: This AGREEMENT, including the face page and all its appendices, constitutes the entire AGREEMENT between the parties and supersedes all other communications between the parties relating to the subject matter herein.
- b. Appendix A: DOCCS Appendix A (Standard Clauses as required by the Attorney General for all State contracts) is attached hereto and made a part hereof.
- c. In the event of any conflict between the terms of this Agreement and the terms of its Appendices, the following order of precedence shall apply:
  - I. Appendix A
  - II. Agreement #C161406
  - III. Appendix B (RFP and all attachments)
  - IV. Appendix C (Contractor's Bid)
  - V. Appendix D (Cost Sheet)
  - VI. Appendix E Vendor Assurance of No Conflict of Interest or Detrimental Effect
  - VII. Appendix F Non-Disclosure
  - VIII. Appendix G M/WBE and EEO Information

***"Above Revision Agreed to and Accepted"***

*[Signature]* / 4/24/17  
Contractor Initial / Date

*SLD* / 4/27/17  
DOCCS Initial / Date

- d. Controlling Statutes: This AGREEMENT shall be governed by and construed in accordance with the laws of the State of New York.
- e. Unenforceability: If any part of this AGREEMENT is found to be unenforceable for any reason, that part shall be deemed deleted

and all other terms, conditions, and provisions of this AGREEMENT shall remain in full force and effect.

- f. Captions: The captions contained in this AGREEMENT are intended for convenience and reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this AGREEMENT, or any provision thereof, or in any way affect this AGREEMENT.
- g. Defense and Indemnification: The contractor shall provide for the complete defense of the State, the Department, its officials, employees, and agents and for their complete indemnification from judgments, settlements, or losses that result from actions, claims, or proceedings both judicial or administrative, that arise out of the contractor's performance of this contract. The contractor's duty to indemnify shall not be lessened by its utilization of subcontractors and shall cover direct, indirect, special and consequential damages.
- h. Force Majeure: Neither party shall be liable for losses, defaults, or damages, under this AGREEMENT which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this AGREEMENT, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, typhoons, civil strife, fire or any cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

- i. Subcontractors and agents: CONTRACTOR shall be fully responsible for the acts and omissions of its subcontractors and agents. The CONTRACTOR's duty to indemnify shall not be lessened by its utilization of subcontractors and agents and shall cover direct, indirect, special and consequential damages.
- j. Non-sectarian: CONTRACTOR is a non-sectarian organization and does not have as one of its purposes the advancement of any religion.
- k. McBride: CONTRACTOR has no business operations in Northern Ireland.
- l. Strict Adherence: The failure of DOCCS to insist upon strict adherence to any provision, fiscal obligation, reporting or other requirement of this AGREEMENT shall not be considered to constitute a waiver or constructive modification to deprive DOCCS of the right to insist upon strict adherence to the terms of this AGREEMENT in the future.
- m. Approval: This AGREEMENT shall not become effective unless and until approved by the Department of Law (Attorney General) and the Comptroller.
- n. M/WBE and EEO Information: By signing said AGREEMENT, CONTRACTOR agrees to comply with all requirements of Minority and Women Business Enterprise Laws, Regulations and Rules (M/WBE), and EEO laws, rules and regulations. Annexed hereto as Appendix G is a copy of the M/WBE policy and EEO Information.



# Corrections and Community Supervision

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

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

Issue Date: October 21, 2016

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



# Notice to Bidders

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

## Glossary of Terms

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

## Glossary of Terms (continued)

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

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Attachment G – M/WBE Requirements and Forms

Attachment H – Bid Submission Checklist

Attachment I – DOCCS Policies

**NYS DEPARTMENT OF CORRECTIONS  
AND COMMUNITY SUPERVISION**

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

**1. INTRODUCTION**

**1.1 Overview**

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

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

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

## 1.2 Designated Contact

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

### **PRIMARY CONTACT**

**Kathleen Gallagher**

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

550 Broadway

Menands, New York 12204

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

### **ALTERNATE CONTACTS**

**Andria Pilieri-White**

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

550 Broadway

Menands, New York 12204

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

**Robert Sahn**

NYS Department of Corrections and  
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Division of Support Operations/Contract  
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550 Broadway

Menands, New York 12204

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

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

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

Bidders are cautioned to read this document thoroughly to become familiar with all aspects of the bid. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid.

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

Bidders entering into a contract with the State are expected to comply with all the terms and conditions contained herein.



### 1.3 Key Events/Dates

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

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

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

## 1.4 Mandatory Bidders' Conference and Site Visit

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

The location of the mandatory Bidders' Conference and Site Visit is scheduled to take place at Cossackie Correctional Facility, 11260 Route 9W, Cossackie, NY 12051. **It is recommended that attendees arrive at least 30 minutes prior to the scheduled time of the Bidders' Conference and Site Visit with photo identification (passport, driver's license, or DMV issued identification). All clearances and other security requirements must be strictly adhered to. Weapons of any kind, cell phones, pagers, or other electronic devices are strictly prohibited.**

**IMPORTANT:** Due to security restrictions, all Bidders must pre-register with the Contract Procurement Unit at (518) 436-7886, Ext. 3135, or by email [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov), by close of business Monday, November 14, 2016. Each Bidder is requested to limit the number of representatives attending to two (2).

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

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

The Bidders' Conference and Site Visit will provide an opportunity for Bidders to obtain information about the required services and see firsthand the facilities within the Cossackie Regional Medical Unit. Questions during the Bidders' Conference and Site Visit will be permitted, however, only questions submitted in writing and answered via addendum will be considered official.

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

**NOTE:** If there are any questions Bidders would like addressed at the Bidders' Conference and Site Visit, Bidders should submit them in writing, via email to the Contract Procurement Unit at [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov), no later than 3:00 p.m. on Thursday, November 10, 2016. Please reference "RFP 2016-11" on the subject line of your email. Questions during the Bidders' Conference and Site Visit will be permitted, however, only questions submitted in writing and answered via addendum will be considered official.

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

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

## **1.5 Minimum Bidder Qualifications**

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

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

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

## **2. Scope of Services**

Bidders must address the Mandatory Requirements in their Technical Proposals.

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

### **2.1 Mandatory Requirements**

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

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

### **2.2 Technical Requirements**

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

#### **A. Administrative Management**

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

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

## **B. Quality Improvement Program**

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

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

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

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

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

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

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

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

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

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

## **G. Patient Education**

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

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

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

## **I. Peer Review**

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

## **J. Medical Records System**

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



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

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

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

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

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

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

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

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

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

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

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

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

## **P. Social Services**

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

## **Q. Safety Services**

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

## **R. Patient Services**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **3.3 Ethics Compliance**

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

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

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

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

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

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

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

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

### **3.5 Vendor Responsibility Requirements**

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

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

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

The Contractor must remain a responsible vendor throughout the duration of the contract and, if at any time the Contractor is found to be not responsible or there is a question as to the vendor's responsibility, any activities pursuant to the contract may be suspended. Finally, the contract may be terminated following a finding of non-responsibility.

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

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

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

The contractor shall at all times during the contract term remain responsible. The contractor agrees, if requested by the Commissioner of DOCCS or his designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

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



### 3.6 General Requirements

The Bidder agrees:

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



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

### **3.7 Financial Stability**

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

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

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

Complete Form ST-220-CA Contractor Certification. The Contractor must file Form ST-220-CA to certify that it has filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date that the Contractor files Form ST-220-CA. Access and complete Form ST-220-CA by using the following link: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf) Please note that Form ST-200-TD must be filed with the NYS Tax Department at the address on the front page of the form. You can access Form ST-220-TD using the following link: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf) For Questions and Answers Concerning Tax Law Section 5-a, go to NYS Department of Tax and Finance at <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf> .

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

In an ongoing effort to use New York State (NYS) businesses, DOCCS encourages bidders to partner with NYS subcontractors and/or suppliers. For this solicitation, bidders should identify the NYS businesses that they plan to use if awarded the contract resulting from this solicitation by completing the form entitled Encouraging Use of New York State Businesses in Contract Performance (see Attachment F). If known, please identify the

businesses and attach the requested information. Return the completed form with your proposal. If you do not plan to partner with a NYS business, please indicate this on the form and return it with your proposal.

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

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

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

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

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

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

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

### **3.12 Diversity Practices**

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

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

### **3.13 Indemnification**

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

### **3.14 Contractor Insurance Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**OR**

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

**OR**

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

**B. Disability Benefit Insurance Requirement:**

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

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

**OR**

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

**OR**

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

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

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

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

Bidders should review this executive order prior to submitting proposals. You may access the executive order on the Governor's Web site: [Executive Order 26 for the Statewide Language Access Policy](http://www.governor.ny.gov/news/no-26-statewide-language-access-policy) <http://www.governor.ny.gov/news/no-26-statewide-language-access-policy>. In the event that translation/interpretation services are required for languages other than the Spanish language, the selected Contractor must agree to comply with any requests by DOCCS to provide documents or other assistance.

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

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

### **3.19 Breach of Services**

In the event of any material breach of service by the contractor, the Department shall give written notice specifying the material breach. If such written notice of material breach is given and the contractor does not correct the breach to DOCCS satisfaction within thirty (30) days after receipt of the written notice, DOCCS shall have the right to unilaterally and immediately terminate the contract and seek a replacement provider in order to maintain services without penalty to DOCCS.

### **3.20 Subcontractors**

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

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

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

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

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

### **3.21 Debriefing**

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

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



### 3.22 Termination

#### 1. Agency Termination

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

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

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

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

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

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

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

## 2. Procurement Lobbying Termination

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

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

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

Upon notification of tentative award for this RFP, the selected Contractor must complete Form A, *State Consultant Services Contractor's Planned Employment* (see Attachment F). The completed Form A must include information for all employees that will be providing services under the contract resulting from this RFP.

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

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

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

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

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

No Disclosure – Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees and/or consultants designated by DOCCS having a need of disclosure in connection with Recipients' authorized use of the Confidential Information. This includes employees and consultants that may not be directly working on the project

or job. Recipient agrees not to disclose the nature of the work to any third party without prior written DOCCS consent. In circumstance where the signer of this document is representing a Recipient with more than one employee, the Recipient also agrees that all of its current and future staff who may be involved in the relationship with DOCCS have been and will be instructed in the requirements of this agreement.

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

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

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

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

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

## **4. Administrative Information**

### **4.1 Method of Award**

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

### **4.2 Price**

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

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

### **4.3 Term of Contract**

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

### **4.4 Method of Payment**

Any payment made by DOCCS to the contract vendor will be made through direct payment upon submission of billing invoices. Compensating balances will not be employed. Contract vendor must provide complete and accurate billing invoices to DOCCS in order to receive payment. Billing invoices submitted to DOCCS on a standard voucher must contain all information and supporting documentation. The Contractor will need to submit billing invoices on a monthly basis. Specific invoicing schedules will be determined mutually between DOCCS and the Contractor after notice of contract award.

Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at (518) 474-4032.

Contractor acknowledges that it will not receive payment on any invoices submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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

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

All rates shall be firm for the first year of the contract. Rates will be automatically adjusted up or down to be effective on each anniversary date of the contract. Adjustments will be based on the Producer Price Index (PPI) Series ID: PCU623110623110P, Industry: Nursing Care Facilities, Product: Primary Services, as published by the Bureau of Labor Statistics (BLS). The adjustment shall not exceed five percent in any one year. The adjustment will be calculated based on the finalized PPI increase for the most recent one year period. The increase shall not be based upon a preliminary PPI. The rate increase will be calculated and agreed to by both parties. In the event the specific index is discontinued, or is no longer published on the BLS website ([www.bls.gov](http://www.bls.gov)), Contractor and DOCCS will negotiate a mutually acceptable replacement index.

## **5. Procurement Rights**

### **A. DOCCS reserves the right to the following:**

1. At any time, amend RFP specifications to correct errors or oversights, and to supply additional information as it becomes available. All bidders who have received this RFP will be supplied with all amendments or additional information issued.
2. Seek clarifications and revisions of proposals.
3. Change any of the scheduled dates stated herein with written notice to all bidders who have received this RFP.
4. Disqualify proposals that fail to meet mandatory requirements.
5. Request any non-mandatory documents from bidder.
6. Amend, modify, or withdraw this RFP at any time and without notice to or liability to any bidder or other parties for expenses incurred in preparation of a proposal.
7. Not to proceed with an award.
8. Reject any and all proposals received in response to the RFP.
9. Make an award under the RFP in whole, or in part.
10. Use proposal information obtained through site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP.
11. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments.
12. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders.
13. Waive any requirements that are not material.
14. Negotiate with a successful bidder within the scope of the RFP in the best interests of the State.
15. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder.
16. Utilize any and all ideas submitted in the proposals received.

17. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 180 days from the bid opening.
  18. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of the solicitation.
- B. Issuance of this RFP does not commit DOCCS to award a contract or to pay any costs involved in preparation of proposals. All proposals are submitted at the sole responsibility of the bidder.
  - C. The proposal must be signed by the Chief Executive Officer or an Authorized Designee of the agency and shall constitute a firm offer by the bidder for a minimum period of 180-days after proposal submission. The proposal shall serve as the basis for the contract with the successful bidder.
  - D. Bidders may propose to partner or sub-contract with other entities to meet the terms of this RFP. In such a case, however, DOCCS will only communicate with the bidder, not the partner or sub-contractor. If bidder proposing such is awarded, the partner or sub-contractor will be required to complete a Vendor Responsibility Questionnaire.
  - E. Successful bidder will be required to assure compliance with certain provisions of both state and federal Law. These include, but are not limited to, assurance of non-discrimination, affirmative action in hiring and provision of services, and the protection of client records as required by law and regulation. Proposals from Minority and Women-Owned Enterprises and Service-Disabled Veterans'-Owned Businesses are encouraged.
  - F. Unsuccessful bidders will be notified in writing and will be offered an opportunity to be debriefed. A debriefing, if any, will be scheduled for all unsuccessful bidders upon request, at a date, time and location convenient to both DOCCS and the bidder concerned.
  - G. Information regarding current contracts may be requested under the Freedom of Information Law (FOIL). FOIL requests should be submitted to DOCCS Records Access Officer. Specific filing information can be obtained at <http://www.doccs.ny.gov/DOCCSwebfoilform.aspx>. Information may be provided once the entire procurement process has been completed and formally approved by the appropriate state agencies.
  - H. Upon contract award, if Contractor is not able to start the program on April 1, 2017, or upon approval by OSC (whichever date is later), DOCCS has the right to withdraw its award. The proposal with the second highest point allocation will then be awarded a contract.
  - I. Upon notice of tentative contract award the bidder will be required to sign the Non-Disclosure Agreement (see Attachment F).



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



## **6. Proposal Submission**

### **6.1 RFP Questions and Clarifications**

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

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

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

### **6.2 Proposal Format and Content**

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

73% - Technical Proposal  
27% - Cost Proposal

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

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

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

## 6.2.1 Technical Proposal

### A. Cover Letter

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

### B. Minimum Qualifications

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

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

### C. Mandatory Requirements

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

### D. Technical Requirements

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

### E. Diversity Practices Questionnaire

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

## 6.2.2 Cost Proposal

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

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

## 6.2.3 Administrative Proposal

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

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

## 6.3 Proposal Packaging

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

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

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

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

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

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

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

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

#### **6.4 Proposal Due Date**

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

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

Proposal must be received in a sealed package marked "**Proposal for RFP 2016-11**" and forwarded to:

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

## 7. Proposal Evaluation Criteria and Selection Process

### 7.1 Proposal Evaluation and Scoring

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Each cost proposal will be scored as follows:

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

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

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

The scores for the Technical submittal and Cost submittal will comprise the final composite score. The bid having the highest final composite score will be ranked number one; the bid with the second highest score will be ranked number two and so on. If the evaluation results in a tie, price shall be the basis for determining the award recipient. The basis for determining the award shall be documented in the procurement record.

## **7.3 Notification of Award**

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

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# **ATTACHMENT A**

## **Appendix A - Standard Clauses for New York State Contracts**

## **APPENDIX A**

### **STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

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

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly

pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

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

Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities

Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

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

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



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# **ATTACHMENT B**

## **Diversity Practices Questionnaire**

## Diversity Practices Questionnaire

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# **ATTACHMENT C**

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

## New York State Department of Corrections and Community Supervision

### Historical Data: Hours Worked By Title

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

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

The hours reflect both full and part-time employees.

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

# **ATTACHMENT D**

## **Cost Proposal Form**



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

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

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

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

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

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

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

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

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

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

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

All other bidders will receive a proportionate number of points using the following formula: low bid / bid being evaluated X category weight.

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

# Cost Proposal Form

A	B	C	D
TITLE	ESTIMATED ANNUAL HOURS	PROPOSED HOURLY RATE	HOURS X RATE
Accounting Clerk	1,697	\$	\$
Administrator	1,788	\$	\$
Assistant Director of Nursing	1,838	\$	\$
Clerk	3,905	\$	\$
Dietician	1,057	\$	\$
Director of Nursing	1,840	\$	\$
Education Counselor	2,909	\$	\$
Health Info. Mgt. Tech.	2,080	\$	\$
Infection Control Nurse	2,080	\$	\$
LPN	21,231	\$	\$
Social Worker	1,880	\$	\$
Nurse Practitioner	4,655	\$	\$
Nursing Assistant	36,411	\$	\$
Occupational/Recreational/Speech Therapist	312	\$	\$
Physician	1,866	\$	\$
RN	20,340	\$	\$
RN Regional	1,399	\$	\$
RN Supervisor	3,340	\$	\$
Secretary/Administrative Assistant	3,513	\$	\$
Hospice Care Program	Please insert annual cost		\$
All Other Costs - Bidder shall list below all items that comprise “All Other Costs”:	Please insert annual cost		\$
GRAND TOTAL BID			\$

**AUTHORIZED SIGNATURE**

COMPANY NAME

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PRINTED NAME

TITLE

TELEPHONE #

EMAIL ADDRESS

DATE \_\_\_\_\_

# **ATTACHMENT E**

## **Bid Declination Form**

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

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

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

---

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

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

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

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

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

\_\_\_\_\_ We are not interested in working with your Agency.

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

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

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

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

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

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

# ATTACHMENT F

## Legal Required Forms

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

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

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

- Contractor Insurance Requirements (see Section 3.14):
  - Commercial General Liability
  - Comprehensive Business Automobile Liability
  - Professional Liability
- Compliance with Workers' Compensation and NYS Disability Benefits Insurance Requirements (see Section 3.15):
  - Proof of Compliance with Workers' Compensation Coverage
  - Proof of Compliance with Disability Benefits Coverage
- Tax and Finance Form ST-220-CA (Form ST-220-TD is filed directly with NYS Department of Tax & Finance) – To access and complete these forms, use the following links:  
[http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)  
[http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)
- Consultant Disclosure Form A
- Non-Disclosure Agreement

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

**Application Cover Sheet**

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

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

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

\_\_\_\_\_

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

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

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

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**Submitted By:**

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

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

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

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

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

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**INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } **SS.:**  
\_\_\_\_\_ }

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

Town of \_\_\_\_\_ ,

County of \_\_\_\_\_ , State of \_\_\_\_\_ ; and

further that:

**[Check One]**

☐ **If an individual):** **\_he** executed the foregoing instrument in his/her name and on his/her own behalf.

☐ **If a corporation):** **\_he** is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, **\_he** is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, **\_he** executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ **If a partnership):** **\_he** is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, **\_he** is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, **\_he** executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ **If a limited liability company):** **\_he** is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that **\_he** is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, **\_he** executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

\_\_\_\_\_  
**Notary Public**  
**Registration No.**

## PROCUREMENT LOBBYING CERTIFICATION

By signing, the offeror/bidder affirms that it understands and agrees to comply with the NYS Department of Corrections and Community Supervision (DOCCS) procedures relative to permissible contacts, as required by State Finance Law §139-j and §139-k.

Procurement Lobbying information can be accessed at:

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

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

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

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

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

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

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

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

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

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

### **Offeror Certification:**

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

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

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

### **Procurement Lobbying Termination**

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



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

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

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

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

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

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

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

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

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

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

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.

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

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

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

---

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

Solicitation #IFB 2016-11

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

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

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

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

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

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

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

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

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

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

## CONSULTANT DISCLOSURE REPORTING REQUIREMENTS

### CONTRACTOR INSTRUCTIONS

#### **Background:**

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

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

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

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

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

#### **INSTRUCTIONS**

##### **FORM A:**

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

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

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

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

**FORM A****New York State Consultant Services  
Contractor's Planned Employment**

From Contract Start Date Through the End of the Contract Term

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

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

Name of person who prepared this report:

Title:

Phone #:

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

Date Prepared: / /

(Use additional pages, if necessary)

Page of

<b>FORM B</b>			
<b>New York State Consultant Services</b> <b>Contractor's Annual Employment Report</b>			
Report Period: April 1,            to March 31,			
Contracting State Agency Name: NYS Dept. of Corrections and Community Supervision			
Contract Number:		Agency Business Unit: DOC01	
Contract Term:    /    /            to    /    /		Agency Department ID: 3250229	
Contractor Name:			
Contractor Address:			
Description of Services Being Provided:			
<b>Scope of Contract (Choose one that best fits):</b>			
<input type="checkbox"/> Analysis <input type="checkbox"/> Evaluation <input type="checkbox"/> Research <input type="checkbox"/> Training			
<input type="checkbox"/> Data Processing <input type="checkbox"/> Computer Programming <input type="checkbox"/> Other IT consulting			
<input type="checkbox"/> Engineering <input type="checkbox"/> Architect Services <input type="checkbox"/> Surveying <input type="checkbox"/> Environmental Services			
<input type="checkbox"/> Health Services <input type="checkbox"/> Mental Health Services			
<input type="checkbox"/> Accounting <input type="checkbox"/> Auditing <input type="checkbox"/> Paralegal <input type="checkbox"/> Legal <input type="checkbox"/> Other Consulting			
<b>Employment Category</b>	<b>Number of Employees</b>	<b>Number of Hours Worked</b>	<b>Amount Payable Under the Contract</b>
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
Total this Page	0.00	0.00	\$ 0.00
<b>Grand Total</b>			

Name of person who prepared this report:

Title: \_\_\_\_\_ Phone #: \_\_\_\_\_

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

Date Prepared:    /    /

(Use additional pages, if necessary) Page    of

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

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

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

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

1. Confidential Information

The Recipient acknowledges that during the course of the engagement at DOCCS, there may be confidential information disclosed to them including, but not limited to:

Technical information: methods, processes, formulae, systems, techniques, computer programs, research projects, plans, drawings, blueprints, and design specifications

Business information: vendor lists, customer lists, constituent lists, financial data, statistical data, strategic plans, offender/releasee case files and the contents thereof, photographs, laboratory reports, charts, studies, NYSID/DIN Numbers, employee information/personnel files, all information concerning employment applicants, information relating to any victim/family of a victim and/or correspondence, social security numbers, dates of birth, drug and alcohol tests and treatment information, health and/or mental health information including but not limited to, all records subject to the laws, rules, and regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), rap sheets, photos and fingerprint data, documents/data not created by DOCCS, legal documents, correspondence, and litigation files, DOCCS policies, procedures and manuals, equipment used by DOCCS, or information regarding DOCCS's business dealings and relations with other parties.

2. Confidentiality

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

No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees and/or consultants designated by DOCCS having a need of disclosure in connection with Recipient's authorized use of the Confidential Information. This includes employees and consultants that may not

be directly working on the project or job. Recipient agrees not to disclose the nature of the work to any third party without prior written DOCCS consent. In the circumstance where the signer of this document is representing a Recipient with more than one employee, the Recipient also agrees that all of its current and future staff who may be involved in the relationship with DOCCS have been and will be instructed in the requirements of this agreement.

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

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



7. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) DOCCS, its successors, and assigns; and (b) Recipient, its successors and assigns.

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

9. Miscellaneous.

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

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

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

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

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

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

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

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

Name

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

Name

SANDRA L. DOWNEY

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

Signature \_\_\_\_\_

Title

DIRECTOR OF BUDGET AND FINANCE

Date \_\_\_\_\_

# ATTACHMENT G

## M/WBE Requirements and Forms

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

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

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

- M/WBE 100 Utilization Plan

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

## **I. General Provisions**

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

## **II. Contract Goals**

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

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

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

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

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

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

C. Form 101 - Staffing Plan

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

D. Form 103 - Workforce Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, the Contractor is responsible for updating and providing notice to the DOCCS of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
  2. Separate forms shall be completed by Contractor and any Subcontractor.
  3. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
- E. The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**IV. MWBE Utilization Plan**

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

## **V. Waivers**

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

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

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

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

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

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

### M/WBE AND EEO POLICY STATEMENT

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

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

#### **M/WBE**

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

#### **EEO**

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

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

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

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

**Minority/ Women Business Enterprise Liaison**

\_\_\_\_\_ is designated as the Minority/Women Business Enterprise Liaison  
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment  
Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

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

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

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

**EEO Contract Goals**

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

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

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

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

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

Contact:

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



# NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

## EEO STAFFING PLAN (EQUAL EMPLOYMENT OPPORTUNITY)

### SUBMIT WITH BID OR PROPOSAL

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

Enter the total number of employees for each classification.

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

Service Workers																	
Totals																	
PREPARED BY (Signature):								TELEPHONE NO.:						DATE:			
								E-MAIL ADDRESS:									
NAME AND TITLE OF PREPARER (Print or Type):										FOR AGENCY USE ONLY							
										REVIEWED BY:						DATE:	

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

**Instructions for completing:**

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

**RACE/ETHNIC IDENTIFICATION**

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

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

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

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

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

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

**OTHER CATEGORIES**

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

# NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

## M/WBE UTILIZATION PLAN

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

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

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

**Region/Location of Work:** \_\_\_\_\_

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

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

**IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, CONTRACTOR MUST SUBMIT A REQUEST FOR WAIVER. TO THE CONTRACTING UNIT.**

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

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

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

**SIGNATURE AND DATE:**

**FOR AGENCY USE ONLY**

**REVIEWED BY:**

**DATE:**

**UTILIZATION PLAN APPROVED:** ☐ YES ☐ NO **Date:** \_\_\_\_\_

**Contract No:** \_\_\_\_\_

**Contract Award Date:** \_\_\_\_\_

**Estimated Date of Completion:** \_\_\_\_\_

**Amount Obligated Under the Contract:** \_\_\_\_\_

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

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

**Instructions:**

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

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

7. Signature Section: Sign, print name, and date.

# **ATTACHMENT H**

## **Bid Submission Checklist**

## **Bid Submission Checklist**

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

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

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

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


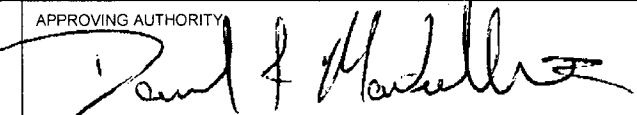
\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

# **ATTACHMENT J**

## **DOCCS Policies**

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

- I. **POLICY:** All employees and contractors of the Department of Corrections and Community Supervision (DOCCS) will be subjected to a criminal history inquiry in order to obtain background information pertinent to the security of operations, to verify data on employment applications, and to receive notification when Department employees are arrested. Employees and contractors may also be fingerprinted in accordance with this directive. This policy applies to all titles as defined in Section II, Definitions.

## II. DEFINITIONS

- A. **Employee:** An individual paid either annually, by calendar, 21 pay periods, or by a fee to perform duties within a correctional facility.
- B. **Part Time/Half Time Employee:** An annual salaried employee whose work schedule is less than 100 percent of the time.
- C. **Per-Diem Employee:** An employee that is not annual salaried who is paid on an hourly basis.
- D. **Extra Service Employee:** A State employee who renders a service to an agency, office, or correctional facility other than the one in which they are regularly employed on a full-time basis. Extra service employees are salaried by the agency, office, or facility the employee renders service to.
- E. **Outside Agency Employee:** A State employee who is employed by an agency other than DOCCS, whose work assignment is within a DOCCS office or facility (e.g., Information Technology Services (ITS), Office of Mental Health (OMH), Department of Motor Vehicles (DMV) staff).
- F. **Contract Service Provider/Consultant:** A non-State employee who provides, under a formal agreement, a service to the facility but does not receive direct compensation as salary from the Department and whose duties are not performed under the direct supervision of security staff (e.g., Registered Nurse, Optometrist, Computer Software Engineer, etc.).
- G. **Contractor:** A non-State employee who provides under a formal agreement, material, labor, repair or maintenance on facility property, but does not receive direct compensation as salary from the Department.
- H. **Volunteer:** A volunteer is a person who is authorized to provide a service to DOCCS or its inmates without any compensation from any source. Refer to Directive #4750, "Volunteer Services Program," for processing direction.



### III. CRIMINAL HISTORY INQUIRIES

#### A. Employee

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

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

NOTE: Paid interns will be processed as employees.

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

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

#### B. Outside Agency Employees

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

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

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

#### IV. FINGERPRINTING

##### A. Responsibility

1. *Correction Officer and Peace Officer applicants* requiring pre-employment screening shall be fingerprinted by EIU at the time of the initial background interview. Fingerprint responses (RAP Sheets) will be retained in the background investigation file in EIU.

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

\*NOTE: Teachers, Vocational Instructors, and other 10-month employees assigned to the regular school year will be fingerprinted only once, even when they do not work the summer session. Summer School Teachers/Vocational Instructors will be fingerprinted only once as long as they work every consecutive summer. If there is a break in service and they fail to work one summer, they will be treated as a new employee during future summers, fingerprinted and charged the applicable fee.

NOTE: Paid interns are processed as civilian employees.

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

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

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

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

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

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

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

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

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

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

- B. Fingerprint Cards\*: The processing person shall verify the identity of the person being fingerprinted via a valid government issued picture ID, enter all pertinent data by following the instructions on the card, take the prints using the "rolled impression" method in the numbered print blocks, and the "plain impression" method in the lower row of blocks, secure the signature of the person being fingerprinted, and then sign as the official taking the fingerprints. To avoid delay in processing of fingerprint cards be sure to complete cards clearly and legibly. To reorder fingerprint cards contact EIU at 518-485-9500.

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

NYS DOCCS

Attn: EIU

1220 Washington Avenue

Albany, NY 12226 – 2050.

\*See the summary Processing Chart, Attachment A.

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C. Fees\*

1. *Correction Officer and Peace Officer applicants* requiring pre-employment screening at EIU must pay the fingerprint processing fee. The \$75 fingerprint processing fee will be made via a U.S. Postal Money Order at the time the applicant is live scanned at EIU.
2. *New non-uniform (civilian) staff* will have the \$75 fingerprint processing fee taken out of their first full paycheck via payroll deduction. When these employees are fingerprinted on the first day of work, the personnel office must notify their payroll office that a fingerprint deduction (per OSC payroll Bulletin #231) needs to be processed. If a non uniformed civilian staff employee separates from service before they receive a full check, the facility **MUST** obtain the fingerprint fee from any money the employee is due. It is the responsibility of the facility to obtain the fingerprint fee from the employee. Failure to obtain the fingerprint fee will result in the facility making payment from the facility funds to make the fingerprint fee account whole.
3. *Per Diem Employees and Physicians* must pay the fingerprint processing fee. The \$75 fingerprint processing fee will be made via a U.S. Postal Money Order which should accompany the fingerprints when they are forwarded to the EIU.
4. *Extra Service Employees* that are not permanent Department employees assigned to the Department's facilities, Community Supervision offices, or to Central Office will have the fingerprint processing fee paid via JV by the facility/office submitting the fingerprints.
5. *Outside Agency Employees* assigned to the Department's facilities, Community Supervision offices, or to Central Office will have the fingerprint processing fee paid via JV by the facility/office submitting the fingerprints.
6. *Contract Service Providers* assigned to the Department's facilities, Community Supervision offices, or to Central Office will have the fingerprint processing fee paid via JV by the facility/office submitting the fingerprints.
7. *Contractors* assigned to the Department's facilities, Community Supervision offices, or to Central Office will have the fingerprint processing fee paid via JV by the facility/office submitting the fingerprints.
8. *Volunteers*: Persons who are deemed a volunteer will not be charged a fee per the DCJS Use and Dissemination Agreement.

\*See the summary Processing Chart, Attachment A.

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

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

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

C = Central Office or Community Supervision Offices

F = Facility

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

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



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

C = Central Office or Community Supervision Offices

F = Facility

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



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

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

## II. DEFINITIONS

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

## III. PROCEDURE

### A. Identification and Assessment

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

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

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

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

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


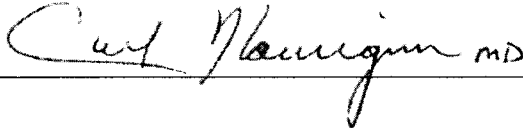
The "Evaluation for Treatment over Objection" and the current mental health evaluation will then be reviewed by the RMD and subsequent to that review will be forwarded by the Superintendent or designee to the Central Office Office of Counsel. The Office of Counsel will contact the Attorney General's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

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

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

Inmate Hunger Strike Script

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

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

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

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

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

III. **RESPONSIBILITY**

A. Deputy Commissioner/Chief Medical Officer

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

B. Assistant Commissioner for Health Services or Designee

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

C. Central Office Infection Control Unit

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

D. Superintendent or Bureau Chief

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



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

E. Facility Plant Superintendent

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

F. Tuberculosis Screening Coordinator

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

G. Health Unit Staff

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

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

H. Personnel Staff

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

I. Employee

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

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

Exceptions include:

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

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

## V. ISOLATION ROOM AIR TESTING

### A. Equipment

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

### B. Frequency of Monitoring

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

### C. Air Flow Measurement Procedure

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

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

ACH Air Changes per Hour

CFM Cubic Feet per Minute

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

---

D. Measurement of Air Pressure Differentials

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

E. Air Flow and Pressure Differential Standards

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

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

**PURGE TIMES FOR  
REENTRY INTO  
ISOLATION ROOMS**

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

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

**F. Record Keeping**

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

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

3. At a minimum, the following data must be recorded at the frequency designated in Section V-B above:

- a. Date and time of test;
- b. Room number;
- c. Air pressure differential test method and result;
- d. Air flow measurements: supply and exhaust CFM, calculated ACH;
- e. Any action taken as a result of test;
- f. Name and signature of person doing the test; and
- g. Name and signature of person interpreting test result.

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


## VI. TRAINING

### A. Tuberculosis Risks and Prevention

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

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

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

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

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### Links to Documents

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

### I. DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

controls -

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

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

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

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

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

drug-resistant TB -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## II. POLICY:

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

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

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

### A. Epidemiology/Transmission:

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

Transmission of M.TB depends on:

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

High Risk Populations:

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

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

### III. TASKS IN TB CONTROL:

Administrative Tasks

Detection/Screening

Containment /Isolation

Treatment

#### A. ADMINISTRATIVE TASKS:

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

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

B. DETECTION/ SCREENING:

1. DETECTION OF LATENT TB INFECTION (LTBI):

Guidelines for Inmate TB testing:

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

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

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

a. MANTOUX (PPD) TESTING:

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

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

b. CONTRAINDICATIONS TO PPD TESTING:

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

c. QUANTIFERON TESTING:

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

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

d. INDETERMINATE QUANTIFERON RESULTS:

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

e. DOCUMENTATION OF TESTING:

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

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

The PPD administration will be documented on:

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



The results of Quantiferon testing will be:

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

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

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

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

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

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

2. DETECTION OF TB DISEASE:

a. INITIAL PROCEDURES:

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

b. SPUTUM SAMPLES:

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

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

C. CONTAINMENT/ISOLATION:

1. Indications for Initiation of Airborne Infection Isolation:

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

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

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

2. Initiating Airborne Infection Isolation:

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

It is the responsibility of the facility staff to:

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

3. Maintenance of TB Isolation:

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

Inmates in airborne infection isolation:

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

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

4. Transfer of Inmates in Airborne Infection Isolation:

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

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

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

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

Worker Protection During Transport of Airborne Infection Isolation:

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

5. TB Suspects Discharged From a Community Hospital:

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

6. Discontinuation of Airborne Infection Isolation:

a. TB Suspects:

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

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

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

Prior to release from airborne isolation:

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

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

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

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

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

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

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

b. Confirmed TB Disease:

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

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

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

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

7. Special Situations:

a. Tuberculin Hold (TB HOLD):

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

1. TB Hold Placement Criteria:

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

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

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

- Education regarding TB infection and TB disease

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

## 2. Defining Characteristics:

### Inmates on TB Hold:

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

## 3. Release from TB Hold:

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

- CIDU Supervisor (or designee)
  - RICN
  - Upon release from TB hold, the FHSD/NA, Security, and Mental Health (if appropriate), will be notified
4. Annual Screening for Prior TB Hold Inmates:  
One year after release from TB hold and annually thereafter, inmates will be called to medical and offered:
- TB Testing
  - Evaluation by a clinician
  - CXR (if indicated)
  - Weight
  - S/S check
  - Patient Education

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

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

**b. TB Clinical Case:**

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

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

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

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

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



8. Contact Investigations:

a. Contact Trace Procedures:

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

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

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

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

b. Contact Evaluation and Treatment:

1. Symptomatic Contacts:

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

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

2. Asymptomatic Contacts:

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

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

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

c. Reporting to County and State Departments of Health:

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

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

D. Treatment

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

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

1. Treatment of Latent Tuberculosis Infection (LTBI):

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

a. Indications for Preventive Treatment:

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

b. Short Course Treatment:

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

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

c. Refusing LTBI Treatment: (see TB Hold)

d. Special Considerations Related to Preventive Treatment:

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

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

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

- In the absence of risk factors, wait until after the woman has delivered to avoid administering unnecessary medication during pregnancy.
- INH/vitamin B6 is the preferred regimen.
- Breastfeeding:
  - Is not contraindicated in women taking INH.
  - The amount of INH in breast milk is inadequate for treatment of infants with LTBI.

e. Monitoring LTBI Treatment:

- At least once a month, inmates will be screened for hepatitis. This will include assessment for symptoms of hepatic dysfunction (e.g.: nausea, vomiting, abdominal pain, jaundice, biliuria)
- Document monthly symptom check in the AHR or progress note.
- Preventive treatment must be immediately stopped if these symptoms or signs appear and the patient should be evaluated promptly by a clinician.
- Liver function tests (LFT's),
  - Should be obtained at baseline,
  - And 2 weeks after the start of therapy.
  - LFT monitoring schedules **after 2 week lab check**:  
LFT's less than 3 times the upper limit of normal (considered to be stable) should be repeated in 1 month. If lab values continue to be stable, then repeat every 3 months until treatment is complete.
    - LFT's greater than 3 times the upper limit of normal (considered to be unstable) should be repeated every 2 weeks until stable or until treatment is discontinued.
    - If any of the liver enzymes exceed 3 times the upper limit of normal **with symptoms** present, or 5 times the upper limit of normal **without symptoms**, it is generally recommended that the INH should be withheld.
- Any inmate who develops symptoms of active TB while on LTBI treatment, must be immediately placed in airborne infection isolation.
- Document on problem list (FHS1) at initiation and completion of treatment.

## f. Interrupted LTBI Treatment:

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

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

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

## 2. Treatment of TB Disease:

## a. General Principles:

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

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

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

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

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

b. Treatment of Drug Resistant TB Disease:

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

c. Refusal of Treatment for TB Disease:

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

d. Duration of Treatment:

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

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

e. Monitoring Treatment Effectiveness:

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

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

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

2. Clinical Monitoring:

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

3. Bacteriologic Monitoring:

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



4. Radiographic Monitoring:

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

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

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

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

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

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

6. Documentation:

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

- Symptoms
- Weight
- Temperature

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

7. Disclosure of Information:

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

**IV. Religious Objections:**

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

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

References:

NYS Public Health Law

NYS Commission on Correction 7NYCRR 7651.20

NYSDOCCS HSPM Policy 8.01 "Communicable Disease Reporting"

NYSDOCCS HSPM Policy Series 4.01 "Inmate Health Records"

NYSDOCCS HSPM Policy 7.01 "Rights of Patients"

NYSDOCCS HSPM Policy 1.54 "Standing Orders for Immunizations"

NYSDOCCS Directive 4322 "Tuberculosis Control Program"

NYSDOCCS Directive 4068 "Respiratory Protection Program"

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

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

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

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

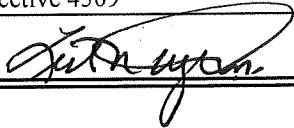
Guidelines for Preventing the Transmission of *Mycobacterium tuberculosis* in Health-Care Settings, (MMWR) – December 30, 2005/Vol. 54/No. RR-17

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

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

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

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

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

## I. POLICY:

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

## II. DEFINITIONS:

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

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

## III. PROCEDURE:

### A. Initial Assessment and Daily Monitoring:

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

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

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

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

B. Treatment Over Objection:

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

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

C. Administrative Management:

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

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

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

## I. POLICY:

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

## II. PROCEDURE:

### A. Hospital Admissions:

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

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

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

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

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

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

### B. Hospital Discharge:

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

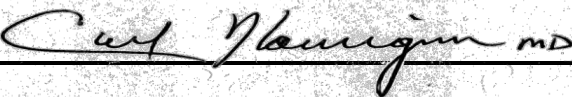


In an effort to ensure continuity of care, hospital staff are expected to notify the SURN and/or the inmate's owning facility, at least 24 hours prior to his/her discharge.

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

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

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

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

## I. POLICY:

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

## II. DEFINITIONS:

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

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

## III. PROCEDURE:

### A. Obtaining Informed Consent:

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

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


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

B. When Informed Consent is not Required:

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

C. Refusal to Consent:

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

New York State Department of Corrections and Community Supervision Division of Health Services <b>POLICY</b>	Title: Informed Consent for Minors for Procedures in Correctional Facilities  Section: Administrative Services	Number  7.09
Supersedes:	Page: 1 of 3                      Date: 12/11/15	
References: Health Services Policy 7.07, 7.13, 7.18		
Approved by: 		

## I. POLICY:

The Department of Corrections and Community Supervision (DOCCS) will obtain informed consent from inmates under the age of 18 (hereafter known as “minors”) or their legally authorized representative for surgical, invasive procedures or major medical treatment, performed in the Department’s correctional facilities. Informed consent will also be sought when the inmate’s representative has retained the right to consent to routine medical and dental health care. For policy on informed consent for surgical procedures and/or major medical treatment for inmates over the age of 18, refer to Health Services Policy 7.07 “Informed Consent for Procedures in Correctional Facilities”.

## II. DEFINITIONS:

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

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

## III. PROCEDURE:

### A. Obtaining Informed Consent for Minors:

1. The provider performing the procedure/treatment, whether it is the primary care provider or specialist, will counsel the inmate and/or their legally authorized representative (hereafter known as “representative”), about the nature and purpose of the procedure/treatment, alternatives, possible consequences and risks associated with treatment and/or refusal. A consent form must be signed by the inmate or their representative using DOCCS [Form 3140 \(English\)](#) / [Form 3140 \(Spanish\)](#) “Consent for Surgical Procedures and/or Major Medical Treatment” or equivalent (e.g. provider’s specific form).

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

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

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

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

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

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

C. Minors who Cannot Consent to Health Care:

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

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


D. When Informed Consent is not Required:

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

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

E. Refusal to Consent:

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

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

## **I. POLICY:**

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

## **II. PROCEDURE:**

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

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

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

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

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

Department of Corrections and Community Supervision Health Services Policy

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

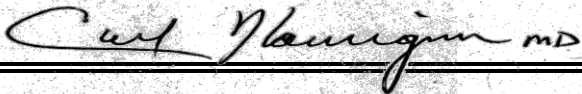
The CQI committee shall consist of representatives, or their designees, from various bureaus, offices and disciplines of the Division of Health Services to ensure interdisciplinary representation. A committee Chairperson will be designated by the Deputy Commissioner/Chief Medical Officer from among CQI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

The primary committee members are:

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

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



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

## I. POLICY:

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

## II. PROCEDURE:

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


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

Department of Corrections and Community Supervision Health Services Policy

Title: Facility-Based Quality Improvement Program Number: 7.19A Date: 2/24/15 Page: 2 of 2

The QI Committee will:

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

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

**I. POLICY:**

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

**II. PROCEDURE:**

A. Facility:

The Facility Health Services Director (FHSD) will:

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

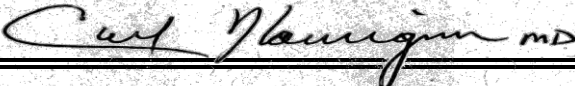
Through this examination of the facts and circumstances surrounding the death, any opportunities for prevention, by means of a change in facility health care practice, process or procedure, are to be identified. The review should be comprehensive and, if warranted, reflect back to the inmate’s original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

- b. An “expected” death (i.e., a death that occurs following a course of diagnosed illness for which the prognosis was likely to be fatal) at a regularly scheduled meeting of the facility Quality Improvement Committee. As with unexpected deaths, any opportunities for prevention, by means of a change in facility health care practice, process or procedure, are to be identified. The review should be comprehensive and, if warranted, reflect back to the inmate’s original admission to Departmental custody. Use of the [“Facility-Based Quality Improvement Quarterly Report”](#) to document the review is required.
4. Within five (5) business days of a Quality Improvement Committee meeting that involves a mortality review, submit any and all documents resulting from the meeting per the distribution listed on the applicable review form.

B. Central Office:

1. The Division of Health Services Principal Statistics Clerk (PSC) will establish an inmate specific mortality file for each inmate death reported consistent with Directive 4013 “Inmate Death-Administrative Responsibility” and Health Services Policy 8.03 “Mortality Reporting”. This file will contain all documents sent to the Division of Health Services involving an inmate’s death.
2. Every “MORT-REP” eform received by the PSC will be forwarded to the appropriate Regional Medical Director, Regional Health Services Administrator and, when necessary, to regional mental health staff.
3. As part of a comprehensive medical investigation of the facts surrounding each death, the PSC will immediately request a copy of the deceased’s active medical record (i.e. three (3) months of documentation for RMU owned inmates and twelve (12) months of documentation for non-RMU owned inmates) and, if warranted, inactive medical record for inclusion in the mortality file and for review by appropriate Central Office staff.

Exception: For all deaths investigated by the DOCCS Inspector General’s Office, an IG Investigator will obtain a copy of the active medical record and will arrange for its delivery to the PSC. The findings of this investigation will be reported to the Assistant Commissioner of Health Services.

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

## I. POLICY:

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

## II. DEFINITION:

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

- A. Facility-related events requiring the initiation of an Occurrence Report include, but are not limited to, the following:
  - inappropriate transfer resulting from lack of use of Medical Hold
  - delays in scheduling consults, procedures or other clinical interventions resulting in preventable complications
  - adverse patient outcome during Intravenous (IV) Therapy Administration, such as equipment malfunction, phlebitis, wrong tubing used, etc.
  - unacceptable actions by DOCCS and non-DOCCS specialty and/or contract providers
  - inappropriate response by health care or security staff to emergencies
  
- B. Hospital-related events requiring the initiation of an Occurrence Report include, but are not limited to, the following:
  - inappropriate discharge (e.g. ambulatory surgery, emergency room, inpatient)
  - inadequate discharge documentation provided to DOCCS facility staff
  - discharge to inappropriate level of care
  - failure to provide appropriate care

**NOTE: All occurrences resulting in (1) inmate death, (2) serious physical or psychological injury producing permanent loss of function, (3) serious physical injury producing permanent loss of limb or organ, or (4) serious physical or psychological injury related to a suicide attempt are subject to ACA Health Care Outcome measurement.**

### **III. PROCEDURE:**

#### **A. Reporting/Review:**

1. Upon identification of an occurrence, an [Occurrence Report](#) will be initiated by any DOCCS employee through the completion of Section 1 and by submission of the report for review at the next meeting of the Facility Quality Improvement Committee (FQIC).
2. The FQIC will review the Occurrence Report, analyze the event and determine the need for further investigation and/or corrective action.
3. Section 2 will be completed and a copy of the report will be forwarded to the Central Office Supervisor of Correctional Health Services Utilization Management, Senior Utilization Review Nurse, Regional Health Services Administrator, Deputy Superintendent of Administration, Deputy Superintendent of Health and the Regional Medical Director and Regional Dental Director if applicable.

#### **B. Tracking/Disposition:**

The Supervisor of Correctional Health Services Utilization Management will be responsible for tracking, trending and evaluating Occurrence Reports after completion of Section 2. This process will serve as an opportunity to identify any issues requiring policy development or modification and is aimed at reducing the incidence of future adverse outcomes. In addition, the Supervisor of Correctional Health Services Utilization Management will be responsible for presenting periodic status reports to the appropriate supervisory staff and/or Central Office Quality Improvement Committee.

## **APPENDIX C**

### **CONTRACTOR'S PROPOSAL INCLUDING APPENDICES**



## NEW YORK STATE CORRECTIONS AND COMMUNITY SUPERVISION

OPERATION OF A 60-BED SKILLED NURSING SERVICES  
PROGRAM WITHIN THE COXSACKIE REGIONAL MEDICAL UNIT

ORIGINAL

We have a **unique  
opportunity** to provide  
care to a vulnerable  
population.

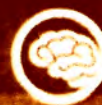


**CORIZON**  
HEALTH

103 Powell Court | Brentwood, TN 37027



# COVER LETTER





January 4, 2017

David Gambacorta  
NYS Department of Corrections and Community Supervision  
Contract Procurement Unit – Support Operations  
Proposal for RFP 2016-11  
550 Broadway  
Menands, NY 12204

**RE: Request for Proposal Number 2016-11 for Operation of 60-Bed Skilled Nursing Services Program**

Dear Mr. Gambacorta:

Corizon, LLC (Corizon) is pleased to submit for your consideration our response to the above-referenced Request for Proposal (RFP). As the current provider of these services, we would be honored to continue our partnership with the New York State Department of Corrections and Community Supervision (DOCCS).

Since 1998, Corizon has worked closely with the DOCCS to refine and enhance its healthcare program, centered on best practices, evidence-based medicine, proven systems and quality management principles. We believe the attached proposal demonstrates our commitment to build on these accomplishments for further improvement at the Coxackie Regional Medical Unit (RMU). As part of the management team, Cindy Loucks, BSN, CAS, CCHP, will continue to oversee services at the facility as Health Services Administrator. Ms. Loucks and her team possess extensive knowledge of facility policies and history, institutional operation, the community, and the teamwork required between institutional and contract healthcare providers. Six members of the team celebrated 20 years of service in 2016.

**Corizon understands the terms and conditions contained in the RFP and will comply with all the provisions of this RFP.** During the past 18 years, Corizon has developed an unparalleled understanding of the complex needs of our patients at the RMU, and we are uniquely suited to offer seamless, uninterrupted care should the contract be awarded.

Corizon is pleased to propose the continuation of our existing onsite management team. In addition, we have contracts with the following subcontractors that will support the delivery of a clinically effective and operationally efficient healthcare program:

Fitzpatrick, Anne M.S., R.D.	Dietitian	1105 Locust St. Kingston, NY 12401	845-536-2465	ONS	06-4383365
Hochstetler, Kirk MD	Family Practice	710 County Route 10 Germantown, NY 12526	518-929-0090	ONS	14-1745246
Restore Occupational & Physical Therapy, Speech- Language Pathology & Nutrition, PLLC	Occupational/ Speech Therapy	81 Mohawk Street; P.O. Box 367 Cohoes, NY 12047	518-235-2329	ONS	47-2545440

Should the contract be awarded to our company, we are already prepared to begin services on April 1, 2017, or upon approval by OSC (whichever date is later), as indicated in Section 1.3 - Key Events/Dates.

Thank you for the opportunity to present this proposal. I am the principal of the company responsible for this contract. I joined Corizon in June 2016 and serve as the company's Chief Operating Officer, with overall responsibility for the management and operation of all Corizon Health contracts, including the key health outcomes, goals, contract negotiations, amendments and renewals, and operational and clinical compliance. In addition, the Behavioral Health, PharmaCorr, Business Development, Proposal Management, and Public Relations teams, all of which support the field-based operations, are under my leadership.

Our Vice President of Business Development, Christopher Bell, is responsible for this contract. Mr. Bell supervises and manages new business growth, contract retention, and ongoing client satisfaction and has been with the company for four years. Should you have any questions or need clarifications, he can be reached at (615) 651-3870 or christopher.bell@corizonhealth.com.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Donovan", with a stylized flourish at the end.

James D. Donovan, MPH  
Chief Operating Officer

# **CONFIDENTIAL & PROPRIETARY REQUEST**





## **Confidential and Proprietary Information of Corizon, Inc.**

This statement is being provided in accordance with the instructions to Bidders included in the New York Department of Corrections and Community Supervision (DOCCS) Request for Proposal (RFP) to provide skilled nursing services and hospice care within the Coxsackie Regional Medical Unit. Corizon, LLC (Corizon) has designated the following documents submitted in its Proposal to the DOCCS as confidential and proprietary information. The documents and the reasons supporting nondisclosure are as follows:

- **Part II - Corizon Cost Proposal.**

Corizon, like its competitors, is essentially a health care services and staffing company. Correctional health care contracts are typically awarded following competitive procurement process. The industry is relatively small and highly competitive. A key component of any bid or proposal is the compensation to be paid to health care staff. The compensation that is paid to health care staff for the respective providers is information that is proprietary and confidential to each competitor in the industry. The Cost Proposal contains detailed information on the hourly and annual compensation paid per position and the monetary value of Corizon's benefit package.

- **Appendix D – Financial Statements.**

Corizon Health's financial information, as set forth in our financial statements provided as Appendix D, is considered proprietary, confidential information. Accordingly, we are submitting this information with the designation that it is CONFIDENTIAL & PROPRIETARY. We request that the State maintain this part of our Proposal as confidential and proprietary, and that the State not disclose this information to other bidders or to any third party, or pursuant to any open records request.

- **Appendix G – Sample Hospice Care Policies and Forms, Appendix H – Wound Care Program Team Assessment, Algorithm and Skincare Policy, Appendix I – Risk to Fall and Safe Patient Handling Policy & Procedure, and Appendix K - RMU Site-Specific Policy & Procedures Tables of Contents.**

These materials are unique to Corizon and were developed by Corizon staff based upon the Company's 37 years of experience in the correctional health care industry. These resources contain confidential/proprietary/trade secret information and provide Corizon with a competitive advantage in the marketplace. Corizon attempts to maintain such documents as confidential information. If these materials were released to the general public, they would become available to Corizon's competitors, and thereby could harm Corizon's competitive advantage in developing tools for use by Corizon in its health care programs.

Corizon takes steps to protect these materials from disclosure to competitors and to the general public. The materials designated as confidential and proprietary are confidential, commercial and financial information that have competitive value in the correctional healthcare industry. For these reasons, Corizon requests that these materials not be disclosed by DOCCS, upon request, under the Freedom of Information Law or other State Law.

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## EXECUTIVE SUMMARY



## EXECUTIVE SUMMARY

### Corizon, LLC

Corizon, LLC (Corizon) is proud to have such a strong partnership with the New York State Department of Corrections and Community Supervision (DOCCS) in providing healthcare to some of the state's most fragile inmates for the past 18 years. We are pleased to respond to the requirements of DOCCS' Request for Proposals (RFP) titled *"The Operation of a 60-bed Skilled Nursing Services Program within the Cossackie Regional Medical Unit"* (RMU) dated October 21, 2016. As the current provider, Corizon offers a model program based on trusting collaboration through sharing the priorities of the DOCCS, while providing a program of sub-acute long-term care services that generally conforms to the requirements of part 415 of Title 10 of the Codes, Rules, and Regulations of the State of New York, as well as National Commission on Correctional Health Care (NCHC) and American Correctional Association (ACA) standards.

This proposal was developed in coordination with Corizon Cossackie operational team leaders and clinical support members of the Corizon regional and corporate offices. ***With 18 staff members and team leadership that brings 20 years of correctional healthcare experience, we are confident in the expertise of those currently implementing the quality healthcare delivery program to which the RMU at Cossackie is accustomed.***

Our proposal is fully compliant with each RFP requirement and has been developed to ensure the DOCCS can ***easily evaluate the merits of our program in comparison with that of our competitors.***

### The Corizon Team – Dedicated to Continuous Program Improvement at Cossackie RMU

Corizon and the DOCCS have worked together for 18 years to enhance and improve the quality of care for inmate patients at the Cossackie RMU. The DOCCS and Corizon have focused on ***prevention and early detection*** of medical conditions, ***optimal use and deployment of staff***, and ***cultivating relationships with community experts and authorities*** to operate an informed and effective program.

We are confident that our proposal demonstrates that since 1998, we have effectively developed the innovative solutions necessary to ensure that the DOCCS's expectations are met. We have worked closely with the DOCCS to put numerous program enhancements in place and have provided in this proposal an overview of a select few in the pages that follow. Dedicated to program improvement, Corizon will use these accomplishments as building blocks for further improvements at the RMU in 2017 and beyond.

#### Corizon and DOCCS: An 18-Year Partnership

***"They interact well in a challenging correctional environment and comply with all of the Departments policies and Directives. More importantly, they provide compassionate quality care."***

***Corizon Client Survey, 2015***





(L-R) K. Santiago (LPN), C. Loucks (HSA), M. Amato (LPN), E. Bakerian (RN), A. Van Valkenburgh (CNA), P. Stark (CNA), L. Kappes (NP), P. Tompkins (LPN), K. Hochstetler (SMD), E. Doolan (RN) and L. Young (RN)

## Corizon and the DOCCS

### A Working Relationship - Built on Program Success

#### Recruiting and Retention

- ***Our increase in PRN staff has allowed us to smoothly transition permanent employees into vacant positions;***
- ***Our filled staffing ratios of 93 – 100% over the past decade are proof positive of our ability to staff in New York;***
- ***Corizon has continually met contract staffing requirements without the use of agency staffing;***
- ***Our turnover of line staff held to 17-24% over the last contract;***
- ***We have retained a majority of our current staff since the onset of the contract in 1998; and***
- ***We have established community relationships with Columbia Greene Community College, the NY State Labor Department and BOCES, in supporting our RN, LPN, and CNA recruitment needs.***

#### Cost Containment

Corizon is dedicated to ensuring that we contain costs for the DOCCS and have developed, implemented and enhanced the following programs since 2006; ***each with the objective of enhancing inmate patient care while, in tandem, reducing costs.***

- ***Wound Care Program:*** This program has proven to effectively reduce surgeries and lengthy hospital stays.
- ***Onsite Hospice:*** This program for onsite end of life care and symptom management (established in 1998) allows the Corizon healthcare staff to identify

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patients who may no longer benefit from costly procedures and hospitalizations. Through evaluation of diagnosis and prognosis, family notification and communication with the patient, the patient is given the option to discontinue treatment and is provided pain management and symptom control in their final days.

- **Transport Concentrators:** This joint initiative eliminated the use of community ambulette services for offsite care for qualifying patients. The Corizon healthcare staff evaluates patients at the time of admission to assess whether they are able to tolerate the *demand-type oxygen delivery system*. If they meet criteria, they are deemed eligible to be safely transported by the facility ambulette; saving approximately \$300/per trip.
- **Risk-to-Fall Program:** This program allows our healthcare staff to quickly identify and evaluate patients who are at risk for falls, thereby greatly reducing injuries and potential costly hospitalizations. Through a quarterly report in the Quality Improvement committee we are able to document trends, patient outcomes, and compliance to industry and JCHCO patient safety standards.
- **Patient Safety Handling Initiative:** This program is compliant with NYS Public Health Law, Article 29-D, Title 1-A, which covers all New York state hospitals, nursing homes, diagnostic treatment centers and clinics licensed under Article 28 of the Public Health Law, and includes state operated group homes as well as health care units in prisons and OCFS facilities. An active staff-oriented committee assesses needs for new equipment, training and safety concerns related to patient safe handling.
- Corizon has developed relationships with community sites for parole and discharge locations that meet the needs of population and parole requirements. These relationships, built over time, are integral to the success of our program at the RMU.

#### Community Resources

- |  |  |
|--|--|
| ✓ Bronx-Lebanon special Care Unit                            | ✓ New York City Parole Reentry Services            |
| ✓ St. Elizabeth Anne's Health Care and Rehabilitation Center | ✓ Visiting Nurse Services (Brooklyn and the Bronx) |
| ✓ Terrance Health Care Center                                | ✓ Palladia Inc.                                    |
| ✓ Freedom House Drug Housing Program                         | ✓ Pax Christi Hospitality Center                   |
| ✓ Robert Maplethorpe Residential Texas Center                | ✓ Niagra County Health Department                  |
| ✓ Rivington House  | ✓ Cabrini Hospice                                  |
| ✓ Casa Promesa   | ✓ Calvary Home Health Agency                       |
| ✓ Highbridge-Woodcrest                                       | ✓ VNS of New York Hospice Care                     |

#### EXECUTIVE SUMMARY

#### NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

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#### WITHIN THE COXSACKIE REGIONAL MEDICAL UNIT

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#### Rehabilitation Center

- ✓ St. Rose's Home
- ✓ Hudson Social Services
- ✓ New York State Traumatic Brain Institute
- ✓ New York Department of Disability

#### **Accreditation Accomplishments**

- The American Correctional Association (ACA) last audited Cocksackie RMU in April, 2016; **this audit confirmed that all health care areas were compliant with ACA standards.**
- Corizon ensures that our program for the Cocksackie RMU is at all times consistent with ACA, DOCCS, and Corizon internal standards.

#### **Coordination with Mental Health Services**

- **Corizon has developed a successful working relationship with the DOCCS behavioral health contractor.** Through this relationship, we are better able to ensure our **integrated program** is provided in compliance with standards.
- In coordination with the Corizon CQI program, Corizon conducts a **medical record review every six months** to ensure that the psychiatrist is evaluating all patients who have been prescribed antipsychotics for medication compliance and possible dosage reduction.
- Corizon Medical Director, Dr. Kirk Hochstetler, participates in the **bi-monthly mental health patient review.**

#### **Controlling Offsite Care**

- Corizon provides comprehensive planning and monitoring of all services provided in the unit or outpatient clinic versus referrals to offsite specialty providers.
- The Corizon Medical Director, Dr. Kirk Hochstetler **reviews patients prior to authorizing them for emergency transfer** to ensure they are not a candidate for onsite treatment.
- The DOCCS liaison communicates with offsite specialists and the Corizon healthcare staff assists **to facilitate direct admissions** versus emergency room trips.

#### **Grievance Control/Reductions**

- **Corizon has developed a strong working relationship with the grievance department** for timely response and resolutions of grievances according to DOCCS policy.
- Our Risk Management Program utilizes **event reporting to identify and correct issues** before they reach the grievance level.
- Patient letters are responded to in writing, tracked and trended through the Quality Improvement committee.
- The Corizon process ensures that issues identified in these processes are discussed at the monthly interdisciplinary quality of life committee meeting.
- Over the last 5 years only 16 have been filed

#### EXECUTIVE SUMMARY

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## **Reentry Initiatives**

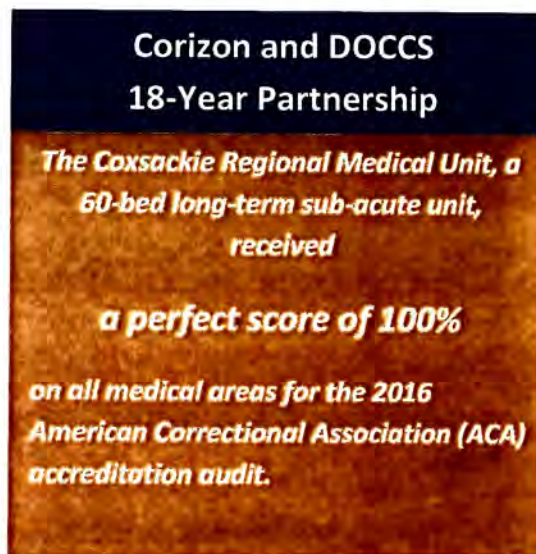
- Corizon supports programming in the RMU by assisting in the identification of patients who are physically capable of attending classes and assisting with adaptive devices when necessary to accomplish this task.

## **CORIZON PROGRAM DIFFERENTIATORS**

### **DIFFERENTIATOR 1: ACCOUNTABILITY AND TRANSPARENCY RESULTING FROM OUR 18-YEAR PARTNERSHIP**

- ✓ Corizon and the DOCCS have a proven history of working together successfully as partners.
- ✓ Based on our 18 years of experience at Cocksackie RMU, we understand the importance of a seamless and thorough continuation of services.

Corizon is pleased to propose the continuation of our *existing onsite management team* for our healthcare program at the RMU, including Site Medical Director **Dr. Kirk Hochstetler**, Health Services Administrator **Cindy Loucks**, Director of Nursing **Kathleen Allan** and Assistant Director of Nursing **Valerie Sweet**. This team's intimate knowledge of day-to-day operations and support at the RMU ensures consistent communication, quick response, and timely resolution to issues as they arise. Complete resumes for our current Cocksackie team are provided as **Appendix A**.



As the HSA for our program at the RMU, **Ms. Loucks** has been a certified sub-acute administrator since 1998. During her administration, she has developed a nationally recognized hospice program in coordination with the DOCCS. She has participated in numerous American Correctional Association audits scoring 98%-100%. She is tirelessly dedicated to working diligently with her administrative staff to provide quality nursing and medical staff to care for a high-acuity correctional population.

Our onsite management team will continue to be supported through our regional and corporate management team, including Vice President of Operations **Robert Orrick** and Regional Medical Director **Dr. Imhotep Carter**. Corizon's proposed Regional Management Team, as well as the Brentwood and St. Louis Operations Headquarters, will continue to provide both technical and operational management support for our DOCCS contract. Vice President of Business Development, **Chris Bell** leads the Partners in Excellence client service program for this contract. As such, he attended the recent site tour and anniversary celebration for longevity of staff leadership.

#### **EXECUTIVE SUMMARY**

#### **NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION**

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*Six Corizon team members celebrated 20 years of service in June 2016.*

## **DIFFERENTIATOR 2: CORIZON'S PROVEN ABILITY TO REDUCE EMERGENCY DEPARTMENT RUNS**

- ✓ Through our "Corizon ER Run Reduction Initiative," we provide thorough screening of potential emergency cases by our onsite healthcare staff.
- ✓ Officer time and costly community EMS and ER resources are reserved for true emergencies.

Corizon developed and implemented a company-wide ER initiative to identify and reduce unnecessary, unplanned trips to the hospital related to emergent patient complaints. Corizon mentors our site physicians to manage medical issues onsite. ***Interventions such as suturing, asthma management, EKG interpretation, and medical management of disease are performed onsite whenever possible.***

Enhanced assessment skills allow our nurses to accurately report the status of patients to the on-call physician to facilitate critical decision-making regarding on- or offsite care management.

Each trip is reviewed, applying the DOCCS and Corizon utilization process to track and monitor appropriate utilization of resources. We have effectively managed emergency department runs for our DOCCS program and feel strongly that we positively impact transportation resources and maximize the use of onsite healthcare services at the RMU.

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### **EXECUTIVE SUMMARY**

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### **DIFFERENTIATOR 3: A PROGRAM IN COMPLIANCE WITH THE JOINT COMMISSION ACCREDITATION PROGRAM FOR LONG TERM CARE NATIONAL SAFETY GOALS**

#### **National Patient Safety Goals**

- ✓ As part of both Corizon's current Risk Management Program and Patient/Staff Safety Program, we continually review resources related to long term care.



- ✓ These goals are reviewed through various Corizon administration meetings to address implementation to the best of our ability in the correctional environment.

As the reader may be aware, The Joint Commission Accreditation Program for Long Term Care National Safety Goals is updated annually. These goals were established to help accredited organizations address specific areas of concern in regards to patient safety. Each goal established by the commission focuses on problems in health care safety and how to solve them. The Corizon team at Cossackie RMU, in a concerted effort to ensure continual program improvement, monitors and follows the safety goals that pertain to the healthcare program provided at Cossackie RMU and immerses them into the program. Corizon added compliance with the following safety goals to our program in 2016.

- Accuracy in Identification; use at least two ways to identify patients
- Medication Utilization Safety;
- Reduce the risk of health care-associated infections by complying with the CDC hand hygiene guidelines;
- Accurately and completely reconcile medications across the continuum;
- Reduce the risk of resident harm resulting from falls; and
- Prevent health-associated pressure ulcers.

### **DIFFERENTIATOR 4: ONSITE HOSPICE SUPPORTED BY CORIZON HEALTHCARE STAFF**

- ✓ Corizon's hospice program at the RMU has been in place since 1998.
- ✓ Our current hospice program is considered a model program in the correctional industry and is operated solely by Corizon personnel with DOCCS support through the inmate aide training program.

Corizon began developing a hospice program very early in our partnership with the DOCCS with the objective of providing a more comprehensive approach to palliative services for terminally ill DOCCS inmates. Corizon's program is a medically directed, team oriented program of care that seeks to treat and comfort terminally ill patients and their families. Our program establishes pain management and





symptom control as clinical goals, while understanding that psychological and spiritual pain are as significant as physical pain.

While the majority of hospice patients have cancer, our hospice program also cares for people suffering from other terminal illnesses, such as AIDS, COPD, heart disease, and end-stage liver and renal disease. Our hospice program provides education that addresses the hospice concept and the appropriateness of allowing inmate patients to die within the confines of the RMU. This education is provided to the Corizon site healthcare team and correctional staff as we know that collaboration is paramount to the success of the hospice program at the RMU.

#### **DIFFERENTIATOR 5: CORIZON'S PROGRAM OFFERS UNINTERRUPTED SERVICE TO THE STATE**

By choosing Corizon to continue as the comprehensive healthcare services provider, the DOCCS will align with the only correctional healthcare provider ***with the proven infrastructure currently in place to support the DOCCS program.*** By building upon the momentum that we have achieved to date and continuing our working relationship with DOCCS site leadership Superintendent ***Daniel Martuscello***, Deputy Superintendent of Health ***Brooke Blaise***, Deputy Superintendent of Security ***Raymond Shanley***, and Deputy Superintendent of Administration ***Peggy Lotz***, we will partner for an even brighter future in which the bar of resource containment, quality of care, and proven positive outcomes continues to advance.

As a result of 18 years of experience working in coordination with the DOCCS, ***we have proven our ability to deliver real value to the DOCCS.*** Corizon will continue to bring the strength, experience, systems, and resources of an industry leader that are required to provide the complexity of services required for our program at the RMU.

*Through A Continued Partnership  
with Corizon.....*

#### ***The DOCCS will Experience:***

- ✓ ***No interruption or delay in service***
- ✓ ***No transition or startup costs***

#### **EXECUTIVE SUMMARY**

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# RESPONSES TO MINIMUM QUALIFICATIONS



## RESPONSES TO MINIMUM QUALIFICATIONS

### 6.2.1 B. MINIMUM QUALIFICATIONS

Bidders must submit information as evidence of their ability to meet the minimum qualifications, experience, and capabilities to provide services requested in this RFP including the minimum bidder requirements set forth in Section 1.5 – Minimum Bidder Qualifications. Information shall include:

An overview of company's experience in providing services of similar scope and size for local, state, or federal governmental entities, specific to a correctional setting.

A list of contracts for which the bidder has provided similar services within the past five (5) years.

*Corizon has read, understands and will comply with the requirements in 1.5 Minimum Bidder Qualifications.*

- ✓ Corizon and the DOCCS have a proven history of working together successfully as partners.
- ✓ Based on our 18 years of experience at Coxsackie RMU, we understand the importance of a seamless and thorough continuation of services.

Corizon is pleased to propose the continuation of our *existing onsite management team* for our healthcare program at the RMU, including:



Site Medical Director **Dr. Kirk Hochstetler**



Health Services Administrator **Cindy Loucks**



Director of Nursing **Kathleen Allan**



Asst. Director of Nursing **Valerie Sweet**

This team's intimate knowledge of day-to-day operations and support at the RMU ensures consistent communication, quick response, and timely resolution to issues as they arise. Complete resumes for our current Coxsackie team are provided as **Appendix A**.

Corizon has current and previous experience **managing and operating licensed hospitals, similar to the Coxsackie Regional Medical Unit**, within correctional facilities as well as combined public/private **correctional systems** through other statewide contracts.





- ✓ The Reception and Medical Center for the Florida Department of Correction, 120 acute care beds, 2013-2016
- ✓ Duane Waters Inpatient Unit for the Michigan Department of Correction, 152 sub-acute beds, 24-hour ER coverage, 2009 - Present
- ✓ Alhambra Behavioral Health Treatment Facility for the Arizona Department of Correction, 169 beds, 2013-2016
- ✓ Diagnostic Unit for the Arkansas Department of Correction, 27 beds, 1997 – 2013
- ✓ Hospital at Mississippi State Penitentiary for the Mississippi Department of Corrections, 2003-2006

A list of our current contracts is provided as **Appendix B**.

## 1.5 Minimum Bidder Qualifications

Bidders are advised that the State's intent is to ensure that only qualified and reliable contractors enter into a contract to perform the work as defined in this document.

The State considers the following qualifications to be pre-requisites in order to be considered as a qualified Bidder for purposes of this solicitation. Any bidder who cannot provide evidence of meeting these requirements will be considered nonresponsive and that bidder's proposal will be immediately rejected, prior to the scoring process.

Bidder must have a minimum of five (5) years' experience in a correctional setting providing the management and staffing for the operation of a 50+ bed skilled nursing services program. Note: This pertains to the organization, and is not required of each individual staff member.

*Corizon has read, understands and will comply with the requirements in 1.5 Minimum Bidder Qualifications.*

In addition to the experience described above in 6.2.1 B. *Minimum Qualifications*, Corizon has 30 years of correctional healthcare experience in the State of New York, including 18 consecutive years' experience providing the management and staffing for the operation of a 50+ bed skilled nursing services program at the Coxsackie RMU.

# RESPONSES TO MANDATORY REQUIREMENTS



## 2.1 MANDATORY REQUIREMENTS

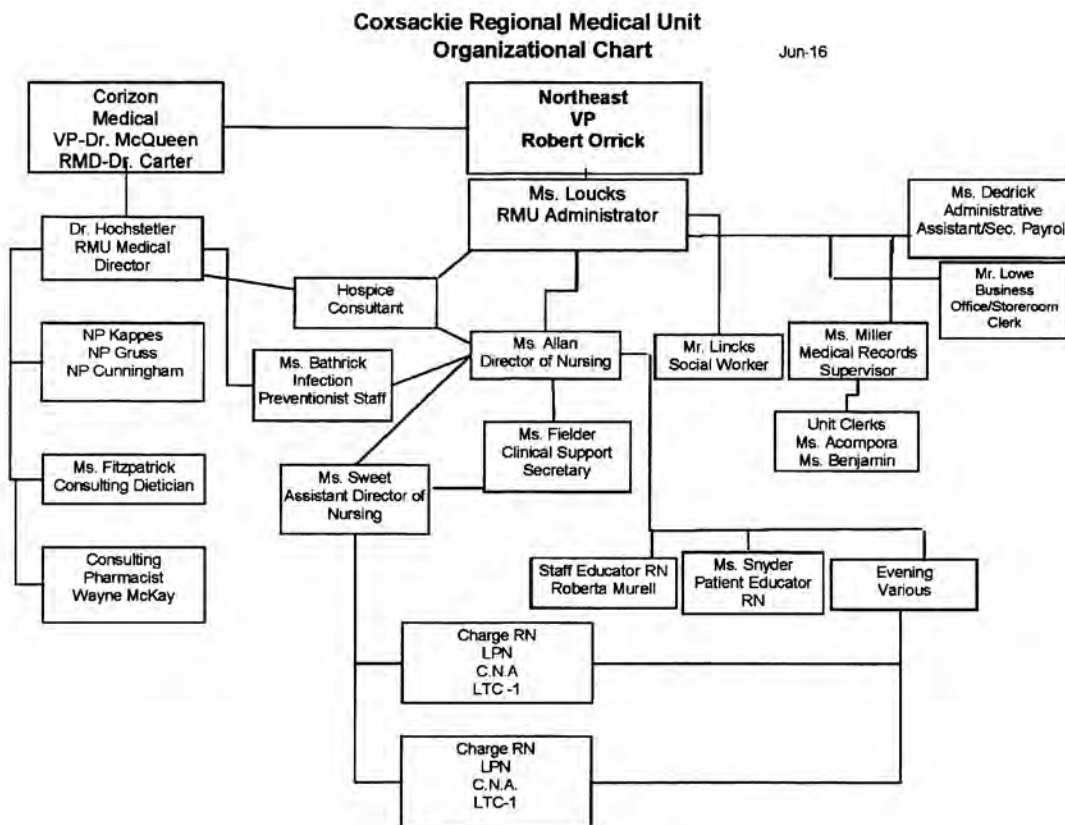
### A. Table of Organization

Provide table of organization for staff to be assigned to the Cossackie RMU including, but not limited to: a health services administrator, full-time, and Hospice Care experienced medical director, and compliment of administrative and nursing staff.

*Corizon has read, understands and will comply with the requirements in A. Table of Organization.*

**Corizon's 18-year tenure as healthcare provider to some of DOCCS' most fragile inmates has been a privilege.** This long-term relationship has allowed Corizon to assemble a solid, experienced team, prepared by advanced education, equipped to meet the demands of RMU inmate patients. This unit is unique, and it requires a complexity of specialty care that other bidders are not able to bring to the table.

Under the direction of Health Services Administrator, Cindy Loucks, BSN, CAS, CCHP, the team outlined in this proposal will work with the DOCCS not only to continue the current standard of care, but also to reaffirm their commitment to the DOCCS and its inmate patients by identifying opportunities for program enhancements. The organizational chart below depicts our current structure at Cossackie RMU.





## B. Current Staff Titles

Provide a comprehensive list of all staff titles which includes job descriptions and education/certification requirements in accordance with industry standards. Proof of certification for staff designated for the RMU will be required of the selected bidder.

*Corizon has read, understands and will comply with the requirements in B. Current Staff Titles.*

To assure continuity of care and compliance with the current requirements of Part 415, Title 10, we have structured our staff at the RMU to meet patient acuity guidelines and expect both current and future personnel to meet the educational and licensing requirements for their position. The following staff titles are currently used in Corizon's provision of service.

- Medical Director
- Health Services Administrator
- Director of Nursing
- Assistant Director of Nursing
- Registered Nurse Supervisor
- RN Regional-Infection control/Employee Health
- Nurse Practitioner
- Registered Nurse
- Licensed Practical Nurse
- Certified Nursing Assistant
- Administrative Assistant
- Medical Records Supervisor
- Clerk
- Patient and Staff Education Coordinators
- Accounting Clerk
- Dietician
- Masters Social Worker
- Occupational/speech(contract but in the RFP)



*Six members of  
Corizon's team  
celebrated 20  
years at the  
company and at  
the RMU in June  
2016.*

## Educational Requirements/Job Descriptions

Included as **Appendix C** are job descriptions for each position noted in the list above. In accordance with the directives of the RFP, education requirements are listed on each job description.

## Experience

Corizon has provided quality healthcare to the inmates of Coxsackie Correctional Facility in coordination with the DOCCS *since 1998*. We are one of the nation's most experienced and well-established providers of contracted correctional healthcare. ***Corizon and its affiliated companies provide healthcare services to over 234,000 inmates in 23 states.*** Perhaps most significant, Corizon:

- Has **more than 30 years of experience in New York** and has implemented programs that comply with State requirements.
- Has successfully created a **model hospice program at the RMU** in collaboration with DOCCS and Cossackie Correctional Facility administration.
- Has assembled **a strong, stable team** with many years of experience at the RMU. Turnover is extraordinarily low. Six team members were recognized for 20 years of service with Corizon at this facility.
- Is familiar with the Greene County community. **We are aware of the costs associated with the delivery of healthcare in New York**; we are sensitive to the issues facing the DOCCS.
- Ensures that our current program at Cossackie RMU **is actively supported by the services of our operational headquarters (Brentwood, Tenn.) staff.**

*On the 2015 Client Survey, the DOCCS rated Corizon "exceeds" or "far exceeds" expectations for 13 out of 15 measurements. The other two were rated "meets" expectations.*

Our long-term program at the RMU is not only a testament to the efficacy of our program, but to our willingness to work with DOCCS.



*Six members of Corizon's team celebrated 20 years of service in June 2016.*

### Contract Continuity with an Experienced Provider

Based on Corizon's experience with the DOCCS, we understand the importance of a smooth and thorough continuation of services. As part of the management team, **Cindy Loucks, BSN, CAS, CCHP**, will continue to oversee services at the facility as Health Services Administrator. Ms. Loucks and her team possess extensive knowledge of facility policies and history, institutional operation, the





community, and the teamwork required between institutional and contract healthcare providers. Our awareness of the DOCCS' needs and our ability to continue implementing an operational program **without service interruption** will ensure the DOCCS of continuity of care. The following elements of the Corizon/DOCCS program serve as examples of our ability to provide unremitting services to the DOCCS. Additionally:

- Corizon has already developed the policies, procedures, programs, and relationships necessary to deliver quality healthcare to DOCCS' incarcerated ***on day one of the 2017 contract.***
- Corizon's ***existing management team*** will provide consistent professional leadership.
- Corizon's healthcare staff has developed a professional working relationship with officials at the ***DOCCS, the Greene County Health Department, and community hospice and public health providers.***
- With Corizon, the DOCCS will experience ***no interruption or delay in service.***
- With Corizon, the ***DOCCS will not incur transition or startup costs.***

### C. Financial Statements

Provide a copy of the Bidder's audited financial statement from the last two (2) years demonstrating that company is fiscally sound.

We have included a copy of our audited financial statements from the last two years as **Appendix D.**

# RESPONSES TO TECHNICAL REQUIREMENTS





## 2.2 RESPONSES TO TECHNICAL REQUIREMENTS

### A. Administrative Management

1. Maintain the necessary staffing levels to care for the targeted patient population in accordance with industry standards and NYS Labor Law, Article V, Section 167 - Restrictions on Consecutive Hours of Work for Nurses.
2. Failure to meet the standards listed in Item #1 may subject the Contractor to fiscal penalties.
3. Monitor the staffing pattern, and adjust as needed. Any proposed/necessary staffing changes will be communicated to the DOCCS on-site contract monitor, the Deputy Superintendent of Health (DSH), on a weekly basis. The DSH reports to the Superintendent and is the primary point of contact for health care.
4. Hold weekly administrative staff meetings with on-site contract monitor (DSH) to review operational issues, patient concerns, etc. and maintain meeting minutes.
5. Maintain all appropriate staff credentialing or job specific certifications as specified in the table of organization/list of staff titles (see Section 2.1 - Mandatory Requirements), and be able to demonstrate/provide upon request.

*Corizon has read, understands and will comply with the requirements in A. Administrative Management.*

### Maintenance of Appropriate Staffing Levels

Corizon takes staffing for the RMU very seriously, especially during times of critical nursing shortages. Periodically, we survey the market and make adjustments in salaries, mid-contract, to ensure that the contractual staffing levels are maintained at all times. Corizon complies with industry standards and NYS Labor Law, Article V, Section 167 - Restrictions on Consecutive Hours of Work for Nurses.

This proposal assumes the Corizon Nursing Director can re-allocate personnel when clinical service needs change from unit to unit. For example, if the acuity of the LTC 1 patients change, either nursing personnel or certified nursing assistants could be re-assigned to the unit until the patient acuity allows for the original staffing configuration to be re-instated, while always maintaining a consistent pattern of one RN and one LPN, minimum licensed personnel, on each unit.

The tailored staffing pattern established in 1997, based on patient acuity, for the Coxsackie Skilled Nursing Unit is still appropriate for the RMU. Factors include skill mix, the unique environment and population characteristics. Using this proprietary methodology, Corizon will continue to assure that appropriate coverage is maintained in each unit. The acuity system is reevaluated annually, utilizing current industry standards to determine if adjustments are required.





## Monitoring Staffing Pattern

Corizon will continue to monitor the staffing pattern daily, as is current practice, adjusting as needed. All proposed staffing changes will be communicated to the Deputy Superintendent of Health (DSH), Brooke Blaise, on a weekly basis, or sooner if indicated. Corizon's proposed Staffing Plan, produced in compliance with New York State nurse staffing mandate, is provided as **Appendix E**.

Corizon will hold weekly administrative staff meetings with the onsite contract monitor (DSH) to review operational issues, patient concerns, equipment needs, etc. and maintain meeting minutes.

Corizon maintains all staff credentialing and certifications by date and job title. CNA recertifications are completed per NYS mandated requirements, license, DEA and certifications are available upon request.

## B. Quality Improvement Program

1. The Quality Improvement (QI) Committee will document practices that are undertaken to meet the health unit's established goals and objectives for quality care, access to care and utilization of resources. Each unit must establish its own facility-based QI program as an extension of the Division of Health Services Quality Improvement Program (Health Services Policy 7.19 "Continuous Quality Improvement Committee"). The facility-based QI Committee will utilize, but not be limited to, the assessment tools established in the Division of Health Services' Quality Assessment Tools Manual.
2. Provide occurrence reporting and mortality review in coordination with DOCCS, consistent with Health Services Policies 7.21 "Mortality Review" and 8.05 "Occurrence Reporting" (see Attachment I).
3. Monitor suicide prevention initiatives in coordination with the Mental Health provider; in collaboration and agreement with DOCCS Quality Improvement Program, the Commissioner's Mandatory Suicide Prevention Initiative and Health Services' syllabus.
4. Provide program reports on a regular basis; no less than quarterly, or upon request.

*Corizon has read, understands and will comply with the requirements in B. Quality Improvement Program.*

Corizon will continue to provide our proven Continuous Quality Improvement Program at the RMU. This program both directs and documents the activities of the RMU at Coxsackie and satisfies the requirements of Health Services Policy 7.19A as well. At Corizon, CQI is a company-wide endeavor that is supported by all our departments and employees. Our healthcare team at each site has a framework and the necessary tools to develop a meaningful, site-specific quality improvement program.

## Annual CQI Studies

Corizon's current RMU CQI program is designed to continuously monitor, evaluate and improve the delivery of healthcare to the inmates and to identify, analyze and correct problems which may potentially impede the quality of inmate/patient care or service operations. To implement, maintain and



monitor the CQI, a Quality Improvement Committee has been established. The committee assures that QI activities are relevant, focused, integrated, as appropriate, and demonstrate an impact on the quality of inmate/patient care.

Under the direction of the chairpersons, HSA Cindy Loucks and Dr. Kirk Hochstetler, the most effective mechanism has been to integrate this program into the daily operations of the Coxsackie RMU in-patient unit and involve Deputy Superintendent of Health Brooke Blaise as an active participant on the committee. Depending on the study, statistics and reports (no less than quarterly) are generated at all levels of the organization and action plans are implemented by all staff. Supervisory staff members are required to participate in QI activities, monitor the data collection and oversee staff adherence to the action plans. Corizon ensures that each member of the team is fully engaged in the CQI process as the table that follows reflects.

Corizon Personnel Involvement Continuous Quality and Safety Improvement	
Position	Responsibilities
Program Administrator	<ul style="list-style-type: none"> <li>✓ Hospice patient review</li> <li>✓ Tracks quality incident reporting and assigns investigation responsibilities-ensure appropriate incidents are reported to DOCCS Supervisory personnel</li> <li>✓ Discharge chart audit</li> <li>✓ Patient education compliance audit</li> <li>✓ Ensures quarterly reports are completed to DSHS Blaise</li> </ul>
Director of Nursing	<ul style="list-style-type: none"> <li>✓ All in-patient concurrent and retrospective reviews including admission/discharge, nursing documentation and medication errors</li> <li>✓ Patient acuity monitoring</li> <li>✓ Quarter medication error reporting benchmarked against industry standards</li> </ul>
Assistant Director of Nursing	<ul style="list-style-type: none"> <li>✓ Occurrence report investigations</li> <li>✓ Emergency transportation chart review</li> <li>✓ Review of admission assessments</li> <li>✓ Random chart reviews focusing on content of nursing evaluations and care plans</li> </ul>
Nursing Staff	<ul style="list-style-type: none"> <li>✓ Medication review to assure appropriate documentation exists</li> </ul>
Education Coordinator	<ul style="list-style-type: none"> <li>✓ Direct education and input regarding the development and maintenance of the CQI program</li> </ul>

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	<ul style="list-style-type: none"> <li>✓ Assists in reviewing and reporting process, as needed</li> <li>✓ Monitors pharmacy processes</li> </ul>
<b>Medical Director</b>	<ul style="list-style-type: none"> <li>✓ Conducts mortality review</li> <li>✓ Provides medical input and assists in identification of quality issues</li> <li>✓ Investigation and follow-up regarding provider issues</li> <li>✓ Compliance with medical management guidelines through patient outcome studies such as – Diabetes, Hepatitis C and HIV Treatment guidelines provided by DOCCS and Corizon</li> </ul>
<b>Infection Control Practitioner/Employee Health</b>	<ul style="list-style-type: none"> <li>✓ Tracks all infection control statistics</li> <li>✓ Ensures patient and staff immunizations are administered and documented according to community and regulatory standards</li> </ul>
<b>Social Worker/Site Safety Coordinator</b>	<ul style="list-style-type: none"> <li>✓ Evaluates employee injuries for equipment, training issues</li> <li>✓ Evaluates patient falls, track and trending (safe patient handling best practice initiatives)</li> </ul>

Reports will be provided during the monthly CQI committee meetings. This is done through formal monthly meetings and informal day-to-day operations. A comprehensive written quarterly report is provided to the Deputy of Health Services identifying studies conducted, outcomes and follow-up in compliance with DOCCS policy 7.19A.

The quality review process is a fluid one, responding to concurrent issues as they arise. Corizon utilizes the existing Cocksackie Occurrence Reporting Process which complies with internal facility communication procedures. These reports are tracked and trended for reporting and further action as necessary. To maximize effectiveness, this report is available to Corizon and NYSDOCCS staff via the Quality and Improvement Committee meetings.

We remain committed to continuing the current practice, which assures quality service remains the focus of patient care. When a potential quality issue occurs, it is recorded, submitted to Corizon for investigation and an action plan is developed, when appropriate. The report results are reported daily, as required by the facility, and monthly to the QA Committee, unless an incident is determined to be of such importance that it be reported immediately.

Corizon's CQI program at Cocksackie RMU is supported by well-developed tools and a CQI calendar to ensure the process is kept up to date. Please refer to **Appendix F** to review our CQI agenda and 2017 calendar.



### **Mortality/Sentinel Review**

Corizon will continue to provide mortality/sentinel review in coordination with DOCCS policies 7.21 "Mortality review" and 8.05 "Occurrence Reporting".

### **Suicide Prevention Program**

Corizon will continue to attend suicide prevention training and monitoring upon hire and annually in coordination with the DOCCS' monthly training and the Commissioner's Mandatory Suicide Prevention Initiative.

Corizon's Social Worker Howard Lincks, MSW, CCHP also provides education to Corizon staff upon hire suicide prevention strategies that comply with the Commissioner's initiative. Dr. Hochstetler/designee will continue to participate in the facility Mental Health meetings to discuss current issues related to mental health and new Commissioner initiatives.

### **Corizon's Dedication to Program Reporting and Communication**

Corizon believes in providing correctional healthcare services using taxpayer dollars in as transparent a manner as possible; our reporting approach focuses heavily on outcomes, not outputs. We have been accountable for the success of our program at the RMU from day one of the contract, and have provided the DOCCS with numerous mechanisms/reports designed to allow the State to monitor the efficacy of our ongoing program.

We currently provide the following reports on a quarterly basis:

- RMU In-patient Mortality Review;
- Hospice Review of Patients;
- RMU In-patient Emergency Trips;
- Admission assessment and monthly nursing documentation review
- Tracking and Trending of all Occurrence Reports during a specified reporting period;
- Compliance with RMU In-patient Admission/discharge Procedures;
- Compliance with NYSDOCS Record Keeping Systems; and
- Medication review with regular reporting including medication errors and patient outcomes compared to the community standards.
- Other reports as requested

In addition to each of the reports detailed in this section, the Corizon team at Coxsackie RMU has also





put numerous meetings and committees in place to ensure communication regarding our program is always at the forefront.

- Quality Improvement Committee;
- Infection Prevention Committee;
- Safety Committee; subcommittee for safe patient handling
- Pharmacy and Therapeutics Committee;
- Medical Records Committee;
- Education Committee;
- Administrative Meeting;
- Hospice Advisory Committee;
- Subcommittee on Product evaluation;
- Nurse Practitioner Meeting;
- Department Head Meeting; and
- Disaster Committee-Joint DOCCS/Corizon committee.

### Monthly Quality Improvement Report

This report includes the standard reports identified in the *Quality Improvement Plan*. Each month, one or more of the studies is reported upon, on a rotational basis, in a specified format that assures that each study is reported quarterly. A reporting calendar is distributed at the first meeting each year. New studies are added to Corizon's QA Plan upon need and at the request of the DOCCS.

### Monthly Staff Education Report

Our Staff Educator, Roberta Murell, provides HSA Cindy Loucks, BSN, CAS, CCHP, with a monthly report of programs provided and the number of attendees. This information is included in the monthly client report to the Deputy of Health Services. A monthly education meeting addresses the need for additional programs. ***A calendar of educational programs based on a staff survey of educational requests, mandatory requirements and needs of the patient population is developed annually.***

### Monthly Patient Education Program

This program includes two facets of Corizon's current operation. The first is the development of an annual calendar based on a patient survey of educational needs and requests. The second component is





one-on-one education with an individual patient focusing on their needs and/or request and DOCCS requirements. The emphasis of the second component is on specific diagnosis and past history.

The involvement of physicians, practitioners and nursing personnel with the documentation process enhances our ability to be effective in patient education. A monthly report is submitted to the Program Administrator with a quarterly Quality Improvement study conducted. Monthly programs provided and number attending is included in the monthly client report to the Deputy of Health Services.

#### Monthly Medical Record Statistics

A comprehensive report of admissions, emergency trips, Hospice admissions, discharges, clinic appointments and offsite specialty trips is provided monthly with the client report to the Deputy of Health Services.

### C. Admission/Discharge Process

1. Formalize a mechanism for regularly reviewing patients' status which incorporates the requirement for all placement decisions to be approved by DOCCS.
2. Collaborate with DOCCS Senior Utilization Review Nurses (SURN's) to accept patients as soon as possible by reviewing needs, developing policies to care for as required, and obtaining any necessary specialty equipment (vendor will initiate request, DOCCS will purchase), in accordance with Health Services Policy 1.51 "Hospital Admissions and Discharges" (see Attachment I).
3. Collaborate with DOCCS Health Services classification analyst and DOCCS security to discharge patients to a lesser level of care when patients' conditions have improved enough to no longer require the RMU level of care.
4. Collaborate with DOCCS Health Services classification analyst and DOCCS security to admit patients to the RMU when patients' conditions require a higher level of care.

*Corizon has read, understands and will comply with the requirements in C. Admission/Discharge Process.*

Corizon's trained healthcare staff uses the RMU in-patient unit to provide subacute, long-term nursing care to inmate patients. This intensive nursing care allows the inmate patient to achieve his maximum capabilities and, when possible, prepares the inmate patient for return to the general population or parole to a community setting. Guidelines governing admission and discharge activities in the unit assure a consistent communication and use of resources for the male patients. Working in close association with the NYSDOCCS Regional personnel, established systems allow for consistency in the admission/discharge process and the approval of NYSDOCCS personnel in compliance with DOCCS Policy 1.51 and 1.13.





The existing admission team at the RMU was established to review patient candidates. The team's current membership includes:

- DOCCS Senior Utilization Review staff representative, *Lynne Wright or designee*;
- Corizon RMU Medical Director, *Dr. Kirk Hochstetler, MD, CCHP, or designee*;
- Corizon RMU Director of Nursing, *Kathleen Allan, RN, CCHP, or designee*;
- Corizon RMU Administrator, *Cindy Loucks, BSN, CAS, CCHP*, and
- Deputy Superintendent of Health *Brooke Blaise*.

Through this multi-disciplinary team, information is shared, resources are allocated, and every effort is made to effectively anticipate admission/discharge needs according to the current inmate population. We have found that access to inmate medical information benefits the NYSDOCCS personnel who are the coordinators of movement throughout the system and allows for effective planning in the discharge process. Utilizing DOCCS processes, a comprehensive admission summary is reviewed by the admission committee. Coordination and communication in this process alerts everyone to potential admissions and assists in facilitating discharges from the hospital as soon as medically stable and based on RMU bed availability.

Patient needs are assessed, specialized equipment requested and policies developed for new procedures if determined to be within the facility scope of practice. Scope of practice discussion occurs with DOCCS central office to ensure compliance with licensing and facility rules and regulations. Staff are then trained on the new policy, procedure and equipment to ensure staff and patient safety. Communication between the Corizon DON and the DOCCS SURN anticipates potential bed availability by transfers back to facilities, impending paroles or deaths.

Within 24 hours of inmate admission, each admitted patient is assessed by the RMU Medical Practitioner. This baseline requirement has been developed using the published *Joint Commission Long Term Care Standards* and *ACA Standards*. ***Our experience at the RMU has taught us that this early medical assessment accelerates intervention, allows for the planning of future care and assures that appropriate resources are on hand to support the clinical needs.***

### Initial Inmate Assessment

Initiated by a R.N., it is Corizon's expectation that the initial assessment is conducted upon inmate arrival to the unit and completed before the end of the shift. ***The Coxsackie RMU in-patient acuity system meets MDS standards and assures that the appropriate staffing resources are dedicated to the medical needs of the RMU.*** This acuity system is utilized when admissions and discharges are proposed

### Corizon's Discharge Planning Approach

***Our collaborative approach with the DOCCS class analyst and security enables us to discharge patients to a lesser level of care when conditions have improved enough to no longer require the RMU level of care.***

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for the RMU. The admission assessment is supported by the documentation accompanying the patient to the RMU in-patient unit.

Corizon will continue to apply a systematic approach, using the established nursing process and acuity system (provided below); in directing the type and frequency of documentation needed to assure RMU patient needs are being met. A sample of the procedure is reflected below:

#### *Current Acuity Process Procedure*

1. Routinely done on all patients each Sunday 11-7 shift by the RN on each floor.
2. Patient Acuity Report will be used as a work sheet with the Acuity Levels Form.
3. The patient's DIN and name (source) will be filled in on each patient.
4. The five categories: system, assessment, medication therapeutics, ADLs, patient teaching and psychosocial support and procedures and diagnostic studies are given a weight of 1 through 4.
5. The five categories are then added and divided by 5; this is then the number assigned to overall acuity.
6. Overall acuity is increased by 1 if patient is in isolation, a hospice patient, or on "keep lock", SHU status. [e.g., patient scores 2.5 if in hospice, overall acuity then a 4 (round to next number .5 or above)].
7. Overall acuity should be recorded on the Activity Assessment sheet and noted each day on the 24 Hour Report.
8. Acuity needs to be done weekly or when there is a change in condition, new admission or readmit.
9. System assessment acuity is transferred on each floor's census sheet each Monday morning to guide the frequency of assessments needed.
10. The overall acuity is reviewed and evaluated at least quarterly to assess the necessity to adjust both numbers and skill mix of staff to meet the demands of increased or decreased patient acuity and reported through the quality improvement committee. The system is reviewed sooner if there is a significant change in the patient population reflected in admissions/discharges or significant acuity changes.

Utilization of this process and collaboration with DOCCS class analyst and security enables us to work as a team to discharge patients to a lesser level of care when conditions have improved enough to no longer require the RMU level of care.

#### **D. Hospice/Palliative Care**

1. Provide Hospice experienced staff; may be done through a contractual relationship with a community based provider (sub-contractor).
2. Deliver a comprehensive Hospice program inclusive of nursing, medical, and social services support. (Guidance and Ministerial support will be provided by DOCCS.)
3. Support training initiatives of the Inmate Hospice Aide Program and assist in teaching.
4. Hold monthly support meetings and education sessions with volunteer Inmate Hospice Aides.

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*Corizon has read, understands and will comply with the requirements in D. Hospice/Palliative Care.*

Corizon takes a patient-centered, comprehensive approach to treating the incarcerated terminally ill. Corizon's hospice programs are patient-focused, but consider a prison's austere, institutional atmosphere and culture as well. We tailor our hospice programs to provide a respectful end to life by staffing the environments with caring and responsive staff dedicated to providing comfort and dignity to inmates confronting death.

Corizon has established a model hospice program at the Cocksackie RMU under the direction of the Hospice-trained Medical Director Dr. Hochstetler and the Hospice-Certified Case Manager, DON Kathleen Allan. Hospice services are operational at Cocksackie to provide end of life care for the male population. Located in the RMU inpatient unit, the hospice program will continue to function using the guidelines implemented by Corizon. Our current hospice program encompasses the following:

- Care planning development, review, and update;
- Interdisciplinary team function;
- Coaching for specific interventions, including nursing and psycho-social;
- Principles of hospice and palliative care;
- In-service education on end-of-life care issues that include stages of dying, their identification, and appropriate care;
- Pain assessment and management;
- Symptom control;
- Anticipatory grief;
- Family dynamics;
- Issues of personal healing;
- The actively dying process and the time of death;
- Management of acute crises to prevent hospitalization;
- Communications relative to advance directives;
- Memorial service;
- Bereavement counseling and support services for patients, inmate aides and families.
- The Corizon DON and Social Worker Support the DOCCS Inmate Hospice aide program by providing necessary initial training utilizing the established outline.
- The Corizon DON (Certified Hospice Case Manager) and Social Worker assist in coordination and attend bi-monthly support and education meetings with the inmate Hospice aides.
- Quarterly administration advisory meetings are held with Corizon administration, clergy, guidance, security and DOCCS Administration staff to discuss operational challenges and goals for the program.

***"The quality and compassionate care that is rendered here at the RMU meets or is above community standards".***

**Valerie Sweet  
Corizon ADON  
Cocksackie RMU**

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## Hospice Program Enrollment Procedures

Assessment is the first step in determining the need for services. Current guidelines in place for conducting a *needs assessment* include the following:

- Life expectancy is estimated in months rather than years.
- Disease is progressing or general health status is deteriorating. Inmates diagnosed with end stage cardiac or respiratory disease, hepatic or renal failure (not responsive to dialysis), cancer (unresponsive to chemotherapy/radiation/surgical intervention other than palliative), end stage HIV, or neurological disease. Established NHO guidelines are used for evaluation of appropriateness to enroll in the program.
- Curative treatment has ceased, and palliative treatment has begun.
- Deteriorating status requires increasing physical and emotional support from caregivers.
- Skilled nursing is required to assess ongoing physical status, communicate with the primary care practitioner, and recommend treatment changes for pain and symptom management.
- Additional demographic and clinical profiles, such as morbidity and mortality rates must be evaluated to determine availability of services specific to the needs of this inmate population.

## The Community Hospice

Corizon maintains an agreement with "***The Community Hospice***," located in Rensselaer, New York. This local hospice agency provides supplemental hospice support to the RMU in-patient nursing staff and assists with community hospice standards. The following is an outline of the service scope that is provided in tandem with *Community Hospice*.

- Consulting regarding referral criteria and communication as needed;
- Pain assessment and management in difficult cases; and
- Bereavement counseling and support services as needed to supplement the current program.

Corizon has developed numerous forms and policies to support our hospice program at the RMU. A sampling is provided as **Appendix G** for the reader's review.



## E. Wound Care Management

1. Provide a comprehensive program which includes both medical and nursing evaluation on a regular basis to stage the wound healing process.
2. Evaluate every admission for risk factors, using an approved tool and adhering to Health Services' policies and guidelines.
3. Manage resources in order to provide cost effective patient care equipment (vendor will initiate request, DOCCS will purchase), dressing supplies, and patient monitoring with the goals of wound prevention, healing, and minimization of the need for surgery and costly hospital admissions.
4. Provide weekly wound care team assessment for revision of care, provide on-site minor surgical debridement, and ongoing treatment evaluation..

*Corizon has read, understands and will comply with the requirements in E. Wound Care Management.*

Corizon has implemented a comprehensive wound management program at Coxsackie RMU. This program has been in place since 2006. Every patient admitted to the RMU is assessed for skin integrity using a standardized published evaluation tool (Braden Score) upon admission, readmission, or change in condition as well as the DOCCS skin assessment tool. Our program is based on community standards and supported by our experienced staff, trained to assess the probability of skin breakdown. The Corizon developed tool that follows provides the reader with an overview of the guidelines that direct our current program. This program collaborates with the DOCCS specialty care utilization for offsite wound management if necessary to guide treatment. DOCCS also supports this program by assisting with obtaining specialty equipment such as wound vac and microsolo beds.

Pressure guard mattress, low air loss mattresses and specialty wheelchair cushions are provided in an effort to manage these patients onsite and prevent costly hospital admissions and potential surgeries. Through weekly wound team rounds, each identified patient is evaluated for improvement or necessary interventions. The Corizon primary Nurse Practitioner, under the guidance and supervision of the Medical Director, may perform minor on site procedures and debridement.

This program is evaluated quarterly through the quality improvement committee to identify patient outcomes.





**Coxsackie Regional Medical Unit**  
**Guidelines for Managing Patients at Risk for Skin Breakdown**

General Management		*Mild Risk (Braden Score 15-18)	*Moderate Risk (Braden Score 13-14)	High Risk (Braden Score 10-12)	Very High Risk (Braden Score 9 or below)
<u>Care Issues</u>  Do not massage bony prominence  No donut pillows  Maintain good hydration  Avoid drying the skin  <i>Specialty mattresses should not substitute for turning schedules</i>		Teach, reinforce and encourage frequent turning and repositioning if patient is independent  Individualized turning schedule if patient unable to turn self	Individualized turning and repositioning schedule at least every two hours – reassess and adjust based on patient’s individual risks	Increased frequency of turning schedule	
<u>Moisture</u>  Use moisture barrier  Use absorbent pads or diapers to wick moisture  Investigate cause of moisture  Offer bedpan/urinal when turning or every 4 hours while awake	<u>Nutrition</u>  Nutrition consult for:  Increased protein  Increased calories to spare proteins  Multivitamins  Nutritional supplements	Maximum remobilization  Pressure guard mattress	Encourage remobilization  Foam wedges for 30 degree lateral positioning  Evaluate for Low Air Loss Mattress or other specialty mattress  Pressure reduction cushion if wheelchair bound  Keep HOB elevated at 30 degrees or less Use elbow and heel protectors Heels elevated off surface of the bed Use of pillows or wedges to separate and protect bony prominences (i.e., knees) Toileting schedule, if appropriate If patient is incontinent, investigate cause Assess for skin infections Decrease friction and shear by using lift sheet to move patient Consider trapeze, if appropriate Supply handout and educate on pressure sore prevention  <b>*May advance to next level of risk if other major risk factors are present (advanced age, fever, malnutrition, hypotension)</b>		

184 Pt at risk guidelines (2/13)

**Appendix H** includes the following additional Wound Care Program Tools and Forms for the reader's review.

- Wound Management Team Assessment;
- Wound Care Treatment Algorithm;

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- Skin Care Policy

As stated above, Corizon also uses the New York State DOCCS' Skin Assessment Form in this process.

## F. Risk to Fall Program

1. Provide a comprehensive evaluation of each patient to determine the risk to fall on admission and change of condition utilizing long-term care standards.
2. Evaluate the use of patient adaptive devices and patient care equipment for proper operation and repair.
3. Evaluate and assess every fall using the quality improvement process to examine trends, outcomes, and areas for improvement.
4. Track and trend any injuries for safety and preventive measures while assuring proper treatment and prevention has been documented.
5. Provide training as per NYS Public Health Law, Article 29-D, Title 1-A – Safe Patient Handling.

*Corizon has read, understands and will comply with the requirements in F. Risk to Fall Program.*

The Corizon healthcare staff at Coxsackie RMU developed a comprehensive risk to fall program in 2006. This program was developed to ensure that our staff identifies patients upon admission, readmission or during a change in condition that puts the inmate patient at risk for potential injuries from falls and is in compliance with the patient safe handling act. Our program is supported by the proper utilization of adaptive devices and patient care equipment and is guided by our **Risk to Fall Policy** and our **Safe Patient Handling Policy** (included in **Appendix I**). This component of our healthcare program is evaluated through our CQI program and as such, outcomes from its implementation are tracked for analysis.

### Patient Falls Risk Factors

Our *Risk to Fall Program* at the RMU ensures that our staff assesses fall risk upon the inmate's admission, readmission, quarterly and after a fall utilizing Corizon's propriety fall assessment tool. This tool was developed by Corizon utilizing current literature, quality improvement trends, and by assessing the needs of our inmate patients in the correctional environment. A score of five (5) or more identifies the patient as a "risk to fall".

Risk To Fall Assessment	
Risk Factor	Score
Recent History of Falls Within the last Three (3) Months	4
Altered Elimination (incontinence, nocturia, frequency)	3

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Confusion / Disorientation / Sensory Impairment (visual, hearing, communication)	3
Terminal Illness	5
Use of Orthotics, Prosthetics or Ambulatory Aid	3
Poor Mobility / Generalized Weakness / Dizziness/Neuropathy	3
Poor Judgment (if not confused)	3
Medications (Diuretics, Anticonvulsant, Cathartics, Psychotropics, Chemotherapy, Anti Hypertensives, Benzodiazepines, Narcotics)	5
Other Factors	3
Total Score:	

A score of 5 or more identifies patient as a risk to fall.

Upon admission, each patient is evaluated for the need for assistive devices using a standard evaluation tool. This information is transferred to a **mobility care plan** to guide patient activity safely for the patient and the staff members in compliance with the Patient Safe Handling best practices.

All equipment is evaluated prior to use, monthly by the Corizon safety manger and yearly by a designated medical equipment vendor. Any equipment deemed in need of repair is removed from service.

Every patient who falls is evaluated for trends, outcomes and areas for improvement through the QI process. Documentation is reviewed to ensure complete assessment are done and proper treatment and prevention is documented. Referrals to physical therapy and occupational therapy are made based on these evaluations.

All staff are training on assistive device equipment upon hire and annually. Patient are educated during admission and updates provided quarterly and as needed. These actions comply with the NYS Safe Patient Handling Mandate.

## G. Patient Education

1. Provide a comprehensive review of each patient upon admission for education needs specific to diagnosis and treatment. Written material and explanation are to be provided.
2. On an as-needed basis, but not less than quarterly, provide education on new diagnoses, procedures, etc.
3. Conduct monthly group education programs related to chronic care and other medical conditions specific to current health trends.
4. In conjunction with DOCCS counselor, provide programming opportunities within the RMU whenever possible..

*Corizon has read, understands and will comply with the requirements in G. Patient Education.*

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The Corizon healthcare staff at the RMU knows that they have an opportunity to reach a portion of the population who, if not incarcerated, might not otherwise have access to reliable healthcare. In response, Corizon has developed a wide range of informative programs devoted to addressing the specific needs of this segment of high acuity inmate patients.

To document each patient's education needs and status, we use the following format:



**Coxsackie Regional Medical Unit  
PATIENT EDUCATION FLOW SHEET**

Page 1 of 2

<b>*Learning Assessment/Barriers</b> <input type="checkbox"/> =Physical Barrier <input type="checkbox"/> =Language Barrier    English _____ Spanish _____ Other _____ <input type="checkbox"/> =Cognitive Barriers <input type="checkbox"/> =Cultural/Religious Practices <input type="checkbox"/> Highest Level of Education _____ <input type="checkbox"/> =Emotional Barriers <input type="checkbox"/> =Motivation Poor <input type="checkbox"/> Last school grade completed _____ <input type="checkbox"/> =Pain/Discomfort <input type="checkbox"/> =No Barriers/Ready to Learn (Check all that apply and comment on barriers)  Date: _____ RN Signature _____	<b>*Teaching Method Codes</b>  A=Audiovisual                      R=Role play E=Explanation D=Demonstration H=Handout                      G=Group Class	<b>*Response / Evaluation Codes</b>  AK= Applies/Knowledge SI =States/ Identifies RD=Returns Demonstration NL=No Learning NR= Needs Review
---	---	--

**Place date and initials of the person providing instruction in each column.**

Condition	Introduction to Teaching Aid/Initial	Teaching Method *	Response Evaluation Code	Review Date/Initial Response Code	Review Date/Initial Response Code	Review Date/Initial Response Code	Review Date/Initial Response Code	Comments
Anemia								
Asthma/COPD/Emphysema								
Cancer								
CHF/CAD/MI								
Cirrhosis/Liver Disease								
CVA/Stroke								
Depression								
Diabetes								
GERD								
Hepatitis A, B, C								
HIV								
Hyperlipidemia								
Hypertension								
Kidney Disease/Renal Failure								
Medications								
Neuropathy								
Obesity								
Pain Management								
Smoking Cessation								

**Patient** \_\_\_\_\_ **DIN** \_\_\_\_\_  
 When columns are full start another form and file in the appropriate section of the chart



## Patient Education Flow Sheet

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Teaching Opportunities	Introduction to Teaching Aid /Initial	Teaching Method *	Response Evaluation Code	Review Date/Initial Response code	Review Date/Initial Response Code	Review Date/Initial Response Code	Review Date/Initial Response code	*Response / Evaluation Codes AK= Applies/Knowledge SI -States/ Identifies RD=Returns Demonstration NL=No Learning NR= Needs Review  Comments
Orientation to Health Care Unit for all patients								
Hand Washing								
HIV Prevention								
HIV Antibody Testing								
Wheelchair								
Walker								
Cane								
Splints								
Specialty Mattress								
Bed Alarm								
Oxygen								
Concentrator								
Trapeze								
Aqua K Pad								
Ted Stockings								
Suction								
Risk to Fall								
Skin Risk								
Use of Incentive Spirometer								
Use of Peak flow								
Use of Meter-Dose Inhaler								
Peak Flow Work Sheet								
Supplement Exchange								
Diabetes Flow sheet								
Hospice								
IC Precautions								
Type-								
Dental (Oral Hygiene)								
Suicide Prevention								

Continue additional narrative information on educational progress note.

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Inmate health education is an ongoing process that occurs during each health encounter as well as during formal education sessions. Furthermore, to be effective, the inmate health education program must be tailored to the specific needs of the inmate population it serves. Therefore, Corizon closely monitors the health and educational needs of the Coxsackie RMU inmates and develops training sessions to meet those needs. We work with each patient upon admission to assess education needs specific to their diagnosis and treatment. We then provide the patient with both written material and an oral explanation regarding their diagnosis and treatment.

### **Ongoing Group Educational Offerings**

The Corizon staff at Coxsackie RMU has developed inmate education curricula that address topics such as:

- Personal hygiene;
- Physical fitness;
- Stress management;
- Communicable disease including Tuberculosis, HIV, and AIDS information;
- Hypertension/cardiac;
- Epilepsy;
- Diabetes;
- Dermatology;
- Rehabilitation;

The tables that follow provide a sampling of the education sessions offered by Corizon in 2016 alone.





2016 "Get The Facts" Corizon Training/Coxsackie RMU				
Month	Topic	Long Term Care Unit #1 Attendees	Long Term Care Unit #2 Attendees	Total Attendees
January 14, 2016	"DVT & PE"	7	1	8
February 11, 2016	"Depression"	2	2	4
March 12, 2016	"Patient Safety Awareness"	6	0	6
April 21, 2016	"Good Nutrition and Weight Control"	4	2	6
May 26, 2016	"Suicide Prevention"	6	0	6
June 9, 2016	"Prostate Problems"	3	2	5
July 14, 2016	"Spinal Cord Injuries"	5	0	5
August 11, 2016	"MRSA"	4	4	8
September 8, 2016	"Hepatitis C"	4	5	9
October 13, 2016	"Migraines"	3	4	7
November 16, 2016	"Hypothyroidism"	5	2	7
December 8, 2016	"Safe Patient Handling"	3	9	12
Total		52	31	83



2016 Diabetes Group Meetings				
Month	Topic	Long Term Care Unit #1 Attendees	Long Term Care Unit #2 Attendees	Total Attendees
January 13, 2016	Prisoner Diabetes Handbook- "Introduction to DM Complications"		3	6
January 27, 2016		3		
February 10, 2016	Prisoner Diabetes Handbook- "DM Management in Correctional Institutions"		2	5
February 24, 2016		3		
March 9, 2016	"Prisoner Diabetes Handbook- Wrap-Up"		2	5
March 23, 2016		3		
April 13, 2016	"April is Limb Loss Awareness Month"		5	12
April 20, 2016		7		
May 11, 2016	"Why Excess Body Fat Contributes to DM Type 2"		3	7
May 25, 2016		4		
June 8, 2016	"Diabetes Steals Years, Adds Disabilities"		2	8
June 22, 2016		6		
July 13, 2016	"Diabetes Knowledge = Control"		4	9
July 27, 2016		5		
August 17, 2016	"Handling Morning High in Blood Glucose"		6	9
August 24, 2016		3		
September 21, 2016	"Diabetic Hyperosmolar Syndrome"		4	9
September 28, 2016		5		
October 12, 2016	"4 Steps to Control Diabetes for Life"		4	11
October 26, 2016		7		
November 9, 2016	"Principles for Controlling Your Diabetes for		4	9

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November 23, 2016	Life"	5		
December 15, 2016	"Changing Your Habits: Steps to Better Health"		3	5
December 28, 2016		2		
Total		53	42	95

The Corizon DON, Kathleen Allan and Corizon Social Worker Howard Lincks, participate in the RMU Programming committee with the Deputy of Health Services and the RMU Counselor to identify those RMU inmate/patients who are physically able to attend RMU program opportunities as identified by the guidance department.

## H. Staff Education/Services

1. Provide a comprehensive orientation and continuing staff education program to address the requirements for American Correctional Association (ACA), long term care, infection control, Occupational Safety and Health Administration (OSHA), security and standards of practice.
2. Conduct annual clinical competency evaluations for use of equipment and procedures for the targeted patient population.
3. Utilize a tracking and reporting mechanism to assure a minimum 40 hours of annual DOCCS training consistent with DOCCS training policies (i.e., 4-hour annual HIV education).
4. Provide monthly staff educational topics including current community standard of care topics (i.e., elder care, infection control, patient rights, and long-term care guidelines) and disease, medication and procedure-specific information.
5. Suicide prevention and PREA training provided by DOCCS personnel is required for all staff working in the RMU.
6. Provide training as per NYS Public Health Law, Article 29-D, Title 1-A – Safe Patient Handling..

*Corizon has read, understands and will comply with the requirements in H. Staff Education/Services.*

Corizon has created an extensive correctional healthcare orientation and training program that is unrivaled by any other correctional healthcare provider. Corizon uses in-person training, Web-based education, and written materials and manuals. Our current orientation and continuing staff education program is provided in strict compliance with each RFP DOCCS directive. Our program addresses the requirements for ACA, long term care, infection control, Occupational Safety and Health Administration, security and standards of practice. Our program ensures that each employee is evaluated on an annual basis for competency regarding the use of equipment and policies and procedures for our inmate population at the RMU.





Corizon provides annual training, which is mandatory and covers all regulatory requirements. Eight additional hours of security training are provided by DOCCS employees to orient and annually review security and facility operations such as grievance procedures, tool control, hearings and security concerns of the facility as well as PREA and suicide prevention training. Licensed nursing personnel receive IV recertification, sharps safety and medication management.

In addition, a nurse competency program ensures all licensed nurses receive hands on competency verification for 12 Corizon designated skills upon orientation and every two years. Assistive personnel receive competency testing on 6 appropriate job class skills.

### New Personnel Orientation

Corizon's comprehensive training program starts with our extensive two-part New Employee Orientation program (CHEO). Part one of this training is provided for all new employees and subcontractors, and consists of institution and human resources issues including:

- Corizon's corporate compliance plan
- Emergency or unusual situations
- Employee safety
- Hazardous communications
- Human resources
- Drug Free Workplace training
- Post-exposure prophylaxis
- Timekeeping

Part two is structured for nursing and other clinical staff, and consists of modules covering a comprehensive array of clinical topics. The following list details some of the areas covered:

- Alcohol and other drug withdrawal
- Clinical health services
- Assessment protocols
- Disease management clinics
- Charting via the problem-oriented format
- Sick call and segregation rounds
- Emergency care
- Intake and transfer screening
- Medical contraband
- Medication administration and documentation
- Physical exams and tuberculosis skin tests
- Suicide prevention and behavioral health

### In-service Training

Corizon is dedicated to ensuring that our in-service training schedule for each calendar year is not only expansive, but that it also addresses topics specific to the needs of our RMU healthcare professionals. The following table outlines the monthly training education we provided in 2016.

Month	In-service Release 2016	Credit	Date
January	Pressure Ulcers- CNA	1	1/19/16
	Nursing in the 4th Decade of the HIV Epidemic- Mandatory All Staff	2.5	1/26/16
	HIV the Basics-Mandatory All Staff	1	1/26/16

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	Depression in the HIV Infected Inmate-Mandatory All Staff Preventing Blood Borne Infections & Blood Borne Viruses LMS-Mandatory All Staff PREA-Mandatory All Staff Viral Hepatitis. New U.S. Screening, Recommendations, Assessment Tools & Treatment.- All Staff	1.5 0.5 1 2.5	1/26/16 1/26/16 1/21/16 1/26/16
<b>February</b>	The Importance of Vitamin D ~ All Staff Focus on Selecting Rational Antibiotic Therapy Part 1~ All Staff Focus on Converting from IV to PO Antibiotic Therapy ~ All Staff On the Job Safety~ All Staff Hypertension ~ All Staff PREA~ DOCCS~ All Staff (Mandatory)	1 1 1 1 1.5 3	2/19/16 2/19/16 2/19/16 2/19/16 2/22/16 2/16
<b>March</b>	CADD- Prism VIP PCA infusion pump~ All RN's Competency PREA Medical~DOCCS~ All Staff (Mandatory) Aging and Taste~ All Staff Improving Cultural Competence in End-of-Life Pain Management ~All Staff New Onset Atrial Fibrillation ~ All Staff Focus on Healthcare-Associated infections and Drug Resistant Organisms ~ All Staff Focus on Selecting Rational Antibiotic Therapy Part 2 UTI's~ All Staff Use and Care of Edan Vital Signs Monitor~ All Staff	1 1.5 1 2.5 2 1 1 0.5	3/1/16 3/16 3/10/16 3/21/16 3/23/16 3/24/16 3/24/16 3/30/16
<b>April</b>	A Fresh Look at Bathing ~ All Staff Vista Basic Infusion Pump Competency RN's and LPN's Corizon Competency Blood Glucose Monitoring and Insulin Administration~ RN's and LPN's Corizon Competency Cervical Collar Application~ RN's and LPN's	1 1 1 1	4/20/16 4/23/16 4/25/16 4/25/16
<b>May</b>	Asthma: What You Need to Know ~ All Staff Diabetes: What You Need to Know ~ All Staff Early Warning Signs/Risk Factors of a Stroke ~ All Staff Emergency Response: When Minutes Count ~ All Staff Focused Musculoskeletal Emergency Assessment ~ All Staff Focus on Antibiotic Related Events and Drug Interactions~ All Staff	1 1 1 1 1 1	5/1/16 5/1/16 5/1/16 5/1/16 5/1/16 5/4/16
<b>June</b>	Safe and Effective Medication Practices – (recommended/All Staff ) The Disease Detective Series (Volume I)- (optional/ All Staff) The Potential Effects of Sleep Loss on a Nurses Health – (recommended/All Staff) Recognizing & Managing Manipulative Tactics in Corrections – (recommended/ All Staff)	2 1 2 1	5/17/16 5/17/16 5/17/16 5/17/16
<b>*July</b>	Mindfulness, NAM, July '16 – all staff Tackling Turnover –optional/ all staff Focus on Treatments of Osteomyelitis– optional/all staff (Omnicare) Focus on Metformin ER– recommended/ RN, LPN (Omnicare) Focus on Treatment of Diabetic Foot Infections– recommended/ all staff (Omnicare)	1 2 1 0.5 1 1	7/5/16 7/5/16 7/6/16 7/6/16 7/7/16 7/19/16

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	Toward A Just Culture – optional/all staff	0.5	7/19/16
	Care of Corrections Inmates – recommended/all staff	1	7/19/16
	Bereavement, July 2016 – all staff (NAM)	1	7/25/16
	The Med Bag #1- optional/RN, LPN		
<b>August</b>	Focus on Opioid Safety– recommended/all staff (Omnicare)	1	8/1/16
	TB in Corrections 2016 –MANDATORY/ all staff, written module & LMS	1	8/2/16
	An In-service Training on Vital Signs – (MANDATORY/all staff)	1.5	8/8/16
	Customer Service, August 2016 – all staff (NAM)	1	8/8/16
	Zika Virus-Facing a New Threat – optional/all staff	2	8/17/16
	Workplace Bullying and Lateral Violence – optional/all staff	1.5	8/20/16
	Appropriate Use of Opioids in Managing Chronic Pain – recommended/all staff	3	8/31/16
	Safety/OSHA Training – MANDATORY/all staff, written module	1	8/31/16
<b>September</b>	Moral Distress – optional/ all staff	2.5	9/1/16
	Hemoccult SENS A FOBT Annual Skills Validation – MANDATORY/all staff	2	9/9/16
	Dipstick Urinalysis Annual Skills Validation – MANDATORY/all staff	2	9/9/16
	Focus on Seasonal Influenza – recommended/ all staff (Omnicare)	1	9/9/16
	Clothing, September 2016 – all staff (NAM)	0.5	9/22/16
	The Disease Detectives (Volume II) – optional/all staff	1	9/22/16
	Visual Acuity In-service – MANDATORY/all staff	0.5	9/30/16
<b>October</b>	Workplace Violence Prevention – MANDATORY/all staff, written module & LMS	1	10/4/16
	Code of Conduct and Ethics – MANDATORY/all staff, written module & LMS	1	10/5/16
	Bloodborne Pathogens Training – MANDATORY/all staff, written module	0.5	10/5/16
	Teamwork, October 2016 – all staff (NAM)	0.5	10/10/16
	Assessing & Managing Pain, Agitation, and Delirium in Hospitalized Older Adults – all staff	1	10/27/16
<b>November</b>	HIPAA 2016/2017 – MANDATORY/all staff, LMS & written module	1	11/1/16
	HIPAA Site Specific 2016 – MANDATORY all staff, written	0.5	11/1/16
	Acute Kidney Injury – recommended/all staff, written	1	11/2/16
	Lead Poisoning – optional/all staff, written	1	11/3/16
	Understanding Spinal Cord Compression – suggested/all staff, written	1	11/3/16
	Focus on COPD Exacerbation II: Treatment & Prevention– recommended RN/LPN (Omnicare)	1	11/4/16
	Balancing Work & Family, November 2016 - optional /all staff (NAM)	0.5	11/8/16
<b>December</b>	Looking Into Oropharyngeal Dysphagia in Older Adults – recommended all staff	1	12/3/16
	Focus on COPD: Inhaled Respiratory Medications – optional all staff (Omnicare)	1	12/10/16
	Oxygen Administration In-Service – MANDATORY/all staff (in-service)	0.5	12/1/16
	Residents' Rights – optional/all staff, written (NAM)	1	12/16/16
	ISMP Long Term Care AdviseERR Newsletter – recommended all staff	1	12/16/16
	EpiPen Auto-Injector Instructions for Use – MANDATORY licensed staff (in-service)	0.25	12/27/16

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All Corizon healthcare staff that service the Coxsackie RMU program are also encouraged to further their educational development by attending seminars, lectures, conferences, and advanced college courses. To facilitate this continued growth, Corizon provides its part-time and full-time employees with a tuition assistance program designed to keep staff current in their respective professional areas. This benefit ensures continuing improvement in the skills of our people.

### Corizon Online Training – Learning Management System

Corizon has always prided itself on providing our frontline staff with the best possible resources in order to fulfill our important healthcare mission. Since our inception 37 years ago, we have continually pushed the boundaries of correctional medicine to encourage the evolution and growth of the field. Over the years, we have employed a variety of leading-edge technologies such as automated time and attendance systems and electronic patient healthcare records to enhance the provision of quality, responsible healthcare to Corizon patients. In the same progressive tradition, Corizon is proud to support our onsite programs and training and education policies with a comprehensive, state-of-the-art on-line learning management system. This system ensures that our onsite management and field staff across the country have on-line access to all training libraries, such as Onboarding, B.A.S.I.C. Management Training, Technical Systems training and Clinical Education resources. Additional information about this system, which currently supports the training initiatives of our onsite staff at the RMU, is provided as **Appendix J, Orientation and Training**.



### Training, Tracking and Reporting Mechanism

Frequent CPR classes are conducted onsite to ensure all staff remains current in CPR/AED skills. These classes are conducted by the Staff Education Coordinator (a certified AHA instructor) and supported by the Patient Education coordinator (a certified AHA Instructor) and the HSA (a certified Instructor trainer and AHA Faculty). Our mandatory training programs are tracked through the **Corizon Peoplesite** computer system as well as the onsite Corizon access database system. The Medical Records Supervisor enters any programs attended by a staff member in the access system including formal classes, self



learning modules and off site programs. A quarterly report is printed for each employee and given to the responsible manager. The manager reviews with the employee and discusses plans for future programs to ensure the employee stays on track for ACA (40 hours of required training) and 4 hours HIV specific DOCCS annual training compliance. This report is also reviewed with the employee's annual performance review. The percentage of program completions are trended and reported quarterly in the Quality Improvement committee.

### **Administrative Staff Meetings**

Corizon currently holds twice monthly administrative meetings with the following representation to review operational issues and patient concerns.

- Cindy Loucks, Health Services Administrator (Chairperson);
- Kathleen Allan, Director of Nursing;
- Elizabeth Bathrick, Infection Control Preventionist/Employee Health;
- Dr. Kirk Hochstetler, Medical Director;
- Howard Lincks, Certified Social Worker/Safety Officer;
- Valerie Sweet, Assistant Director Of Nursing;
- Sharon Snyder, RN Patient Education Coordinator;
- Roberta Murell, RN Staff Education Coordinator; and
- Teresa Miller, Medical Records Supervisor.

The monthly Contract Compliance (Department Head) Meeting will increase in frequency to weekly. The Deputy of Health Services, the Corizon HSA Cindy Loucks, DON Kathleen Allan and Medical Director Dr. Hochstetler meet to discuss operational issues, patient concerns and review compliance to the contract.

The Corizon HSA/designee is invited to and attends the monthly Facility Department Head meeting to communicate, be informed and participate in the facility operations.

### **Maintenance of Credentialing and Job Specifications**

All employees currently licensed in their specialty are tracked through the **Corizon PeopleSite** computer system. Monthly evaluations are conducted to ensure and track compliance. A report is generated to the facility ACA coordinator for inclusion in the facility monthly statistics. Certifications such as Certified Nursing Assistant are tracked by the onsite Administrative Assistant and renewed according to the New York State Nurse Aide registry requirements. Any staff with lapsed credentials or license are not allowed to work and face corrective action such as suspension and or termination.

Corizon encourages all staff to seek job appropriate credentials beyond the scope of requirements.



The HSA is responsible to assure that those individuals with credentials specific to the DOCCS contract are maintained and up to date.

Our HSA, Cindy Loucks, is a Subacute Certified Administrator. This certification is maintained through the American College of Health Care Administrators. She is certified through October 2019. In addition, she holds the following certifications:

- Fellow status in the American College of Health Care Administrators;
- Certified Correctional Healthcare Professional (National Commission of Correctional Healthcare;
- AHA Faculty CPR Instructor Trainer; and
- New York State Certified Emergency Technician and Lab Instructor.

Our Medical Director Kirk Hochstetler is trained in Hospice and Palliative Care and emergency medicine. He is credentialed in HIV care through the DOCCS program and is a certified CCHP from the National Commission of Correctional Healthcare.

Other credentialed Corizon team members at Coxsackie RMU include:

- Kathleen-Hospice case manager, CCHP
- Howard Lincks, MSW, CCHP
- Teri Miller RHIT - CCHP

## I. Peer Review

1. Demonstrate a process which utilizes standard documentation criteria to assess health care delivery by an independent contractor or advanced practitioner.
2. Provide focused feedback regarding clinical outcomes in order to enhance healthcare provided.
3. Review shall be completed by an individual with equal or greater credentials and training no less than annually, with a goal of quarterly..

*Corizon has read, understands and will comply with the requirements in I. Peer Review.*

The purpose of the Corizon's Peer Review Process is to enable both parties to enhance the healthcare that is provided to the inmate patient at the RMU. Our Peer Review Process helps the reviewer to understand the processes, needs, and challenges with which the clinician must deal on a daily basis in a difficult correctional setting while providing the clinician with insight into his/her clinical skills and focused feedback regarding clinical outcomes. ***This is a fluid process performed together by the reviewer and the clinician through dialogue and conversation to enhance competence and focus resources on areas needing improvement.*** This process is not a performance review.





The process of assessing healthcare delivery of an independent contractor physician or advanced practitioner contracted with or employed by Corizon will be uniformly performed utilizing procedural steps. Peer reviews are completed by individuals with at least equal credentials and training. The Corizon peer review tool is utilized when completing a peer review.

Corizon's review program at the RMU consists of chart reviews of the following:

- Onsite Medical Director;
- Staff Physicians; and
- Nurse Practitioners.
- LPN/RN

Our Medical Director, Dr. Kirk Hochstetler is responsible for the performance of healthcare personnel rendering direct patient care. DON Kathleen Allan DON is responsible to assure peer review is performed for licensed nursing staff annually. When significant deficiencies are discovered, these are reported to Regional Medical Director Dr. Imhotep Carter.

Peer review documents are confidential and protected by legal privilege in accordance with federal and state peer review law. We have a process that uses standard documentation criteria and we follow all three of the requirements on page 15 of the RFP. Given that the peer review documents are confidential and privileged, we would not be able to share those details with the DOCCS. However, Corizon will collaborate with the DOCCS, as necessary, regarding corrective action plans and reporting in order to demonstrate compliance.

## **J. Medical Records System**

1. Registered Information Technologist (or equivalent title) will comply with DOCCS medical records systems, and reply to all legal requests for records.
2. Manage the formation and monitoring of forms for documentation to meet long term care, Department of Health (DOH) and in accordance with DOCCS policies and guidelines.
3. Supervise clerks to ensure compliance with standards for medical record keeping.
4. Review, educate and monitor staff compliance with Health Insurance Portability and Accountability (HIPAA) and in accordance with DOCCS policies.
5. Participate in the quality improvement committee and document reviews looking for areas for improvement.
6. Develop and monitor a patient care database system.
7. Work with DOCCS in transitioning from paper based records to an Electronic Medical Record (EMR) if and when this initiative is undertaken by DOCCS.

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*Corizon has read, understands and will comply with the requirements in J. Medical Records System.*

Each member of the Corizon healthcare staff at the RMU plays a vital role in ensuring the accuracy of each inmate medical record. To further ensure that all medical records are maintained in a timely and accurate manner, Corizon employs a Health Information Supervisor for the RMU to oversee the program and ensure ACA, NCCHC, and New York State Department of Correctional and Community Services and DOH compliance. Teresa Miller (RHIT) has been a valued employee of Corizon since 2000. She brings 15 years of experience as a Health Information Supervisor to the DOCCS and will continue in her position upon contract award to Corizon. Oversight of the Health Information Supervisor includes the following duties:

- Assists with the quality improvement program;
- Assists in conducting chart audits;
- Ensures filing all reports and notes within the medical record quickly and accurately;
- Develops and distributes outside trip schedule in coordination with Corizon medical staff, DOCCS, primary care providers, and security;
- Manages the formation and monitoring of forms for documentation to meet long term care, Department of Health (DOH) and DOCCS standards;
- Reviews, educates and monitors staff compliance with Health Insurance Portability and Accountability Act (HIPAA) and New York State standards;
- Monitors the patient care database system;
- Assists with the medical audit process;
- Collects and maintains statistical data;
- Retrieves, stores, and transfers medical records in a timely manner;
- Supervises clerks to ensure compliance with standards for medical record keeping;
- Develops, coordinates, and answers correspondence and inmate requests for records in compliance with HIPAA regulations and DOCCS policies; and
- Coordinates with facility IRC to send and retrieve records according to DOCCS policy.
- Replies to all legal requests for records and maintains records for tracking these responses.

***“Corizon is a great company to work for because we have a professional staff who work together to provide excellent medical care for our inmate patients.”***

**Teresa Miller, RHIT  
Corizon Medical Records  
Supervisor  
Coxsackie RMU**



## **Medical Record Composition**

It is vital that each medical record is complete, filed promptly, and most importantly, contains accurate entries. Since this record may be the only source of accurate medical information available, Corizon ensures the completeness, accuracy, and accessibility of this document.

Corizon ensures that medical records, at a minimum, contain the following information:

- The completed receiving screening form;
- Health examination data forms;
- All findings, diagnoses, treatments, dispositions;
- Prescribed medications and their administration;
- Lab and X-ray reports;
- Notes concerning patient education;
- Records and written reports concerning injuries sustained prior to admission;
- Signature and title of provider;
- Consent and refusal forms;
- Release of information forms; and
- Place, date, and time of health encounters.
- Monthly provider and nursing comprehensive reviews

We will work with DOCCS in transitioning from paper based records to an Electronic Medical Record (EMR) if and when this initiative is undertaken by DOCCS.

## **K. Patient Care Database System**

1. Use DOCCS' FHS1 system for such tasks as problem list updates and consultation requests.
2. Maintain a comprehensive tracking system to provide timely information and reports on topics such as assistive devices, equipment, diagnoses, admissions and discharges, Hospice, and do not resuscitate (DNR) status.
3. Compile dietary information such as weight, type of diet, and lab information.
4. Compile data on infection control, patient assessment information, hospital admissions and Emergency Room tracking upon admission and on a quarterly basis.

*Corizon has read, understands and will comply with the requirements in K. Patient Care Database System.*



As is current practice, Corizon will continue to use the DOCCS FHS1 system to complete problem list updates and consultation requests. As the reader may be aware, the MDS (Minimum Data Set) is the community standard for documentation of patient outcomes and justification of financial reimbursement. However, our experience has shown this system to be time-consuming and not specifically tailored to the inmate population. ***Therefore, since 2003, the development of an access database system has been ongoing, which is specifically tailored to allow easy entry from the nursing admission summary, re-admission and quarterly summary on aspects of the patient's condition.***

System updates continue to keep pace with current information and changes. In addition, Corizon healthcare staff identifies items unique to this population such as parole status in determining eligibility for medical parole. We are able to develop reports that track, for example, skin/risk assessment, mobility, access devices, special needs, drug resistant organisms and changes in condition from admission, quarterly and discharge to improve our documentation of patient outcomes. Dietary information such as weight, type of diet and laboratory information are accessible within the dietician screen.

Data is also available through this system. This data and tracking will be valuable as ACA standards move into outcome based criteria. The system allows standard reports as well as specialty reports that may be needed in the future as well. Through this system, Corizon is able to track diagnosis, admissions, discharges, emergency trips, hospice and do not resuscitate (DNR) status. An excel spread sheet is maintained to track on site appointments, off site specialty trips, admissions, discharges, emergency trips, laboratory consults, occupational therapy appointments and another statistics required by the client in a comprehensive report compiled monthly and provided with the monthly client report. In addition, Corizon also provides an annual report which provides trending for future allocation of resources. Additional reports can also be generated for a specified time period as requested by the client for trending and tracking.

The database currently utilized by Corizon also functions as a patient master index. It lists every patient that has ever been admitted to the RMU in-patient unit, their admission date, point of origin, discharge date and destination. In addition, individualized information is available for each patient to allow tracking of hospitalizations and surgeries that occurred during their stay in the RMU. Communicable disease information is also retrievable, including their beginning and ending dates. We have confidence that with this database in place, reporting will become a more effective management and clinical tool at the RMU in-patient unit.

## **L. Pharmacy Services**

1. NYS DOCCS shall be responsible for the cost of all prescriptions. All filled prescriptions shall be purchased by NYS DOCCS following acceptable State purchasing practices. Instructions regarding the process shall be provided to the Contractor after notice of contract award.
2. Maintain a Pharmacy and Therapeutics Committee to monitor medication usage, errors and identify areas for improvement and cost containment.



3. Provide monthly pharmacist consultant services for review of patient medication regimens, formulary compliance, and any other recommendations.
4. Perform physical inspection of medication cart, medication room, emergency bag, and narcotics for compliance with DOCCS directives and policy procedures.
5. Provide support for Total Parenteral Nutrition (TPN) and Peripheral Parenteral Nutrition (PPN).
6. Perform regularly scheduled patient-specific narcotic destruction of all medications according to DOH and Drug Enforcement Administration (DEA) regulations.
7. Compliance with e-prescribing as required by New York State.
8. Include regular review of cost effective pharmacy formulary compliance and laboratory utilization. Vendor will be provided a copy of the current DOCCS formulary. On a monthly basis vendor will meet with DOCCS RMU Administrator to review any non-formulary medications used. Vendor will provide a clinical justification why non-formulary medications were used. A similar protocol will be followed for reviewing laboratory services that are not part of DOCCS's separate lab services contract.

*Corizon has read, understands and will comply with the requirements in L. Pharmacy Services.*

1. Corizon understands that the NYS DOCCS will be responsible for the procurement and payment of all prescriptions, and we will await instructions from the department regarding the process.
2. Corizon maintains a Pharmacy and Therapeutics Committee to monitor medication usage, errors and areas for improvement. Medication errors are investigated and tracked by the Director of Nursing. Corrective action is administered and a comprehensive report is submitted quarterly to the quality improvement committee and the Pharmacy and Therapeutics committee. These results are benchmarked against community standards for nursing homes.

These meetings review results and make recommendations for changes in practice and formulary. A monthly patient profile categorized by drug and cost is provided and reviewed by both the onsite administrator and the Medical Director. Our Medical Director, Dr. Kirk Hochstetler, has the ability to access all patient profiles at any time for inquiry and planning via a secure Internet site. Monthly reports are generated for standard tracking of the following medications:

- HIV medications;
- Antibiotic use;
- Psychotropic use;
- High volume;
- High cost; and
- IV Administration.

**PART I – TECHNICAL PROPOSAL**

**NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION**

**OPERATION OF A 60-BED SKILLED NURSING SERVICES PROGRAM**

**WITHIN THE COXSACKIE REGIONAL MEDICAL UNIT**

**REQUEST FOR PROPOSAL #2016-11 – JANUARY 6, 2017**



3. The 3A-dispensing license allows Corizon to maintain patient specific blister pack medications. ***Corizon medical staff work diligently to control costs and provide medications according to 415, DOCCS treatment guidelines, and specialists' recommendations and will work with the designated DOCCS vendor to continue this process.*** A registered pharmacist consultant reviews onsite patient profiles and the medical record monthly according to Department of Health 415 Nursing Home standards. The objective of this review is to monitor compliance, uncover opportunities for improvement and treatment recommendations through a computerized database. In addition, he reviews appropriate labeling, storage, return, and destruction of medications.
4. The consultant pharmacist/designee performs a physical inspection of the medication cart, medication room, emergency bag and narcotics for compliance to DOCCS directives and policy procedures. A report is generated to the Director of Nursing for follow-up and corrective action.
5. Corizon will provide support for Total Parenteral nutrition (TPN) and Peripheral Parental Nutrition (PPN) for patients received from the hospital. TPN solutions will be provided by the designated pharmacy vendor in coordination with established parameters from the discharging hospital. TPN is maintained at the RMU but not initiated at the RMU due to the potential complications of this process.
6. Regularly scheduled patient-specific narcotic destruction (according to DOH and Drug Enforcement Administration (DEA) regulations) will be performed in cooperation with the designated consultant pharmacist.
7. All medical providers are registered and in compliance with the current e-prescribing narcotic law. A waiver from e-prescribing of other medications was obtained and will be reviewed in conjunction with the DOCCS designated pharmacy vendor for compliance.
8. Currently, the contract pharmacy vendor, Omnicare, provides utilization reports monthly both electronically and hard copy. Our Medical Director, Dr. Kirk Hochstetler, CCHP, reviews them against the formulary for potential missed opportunities to adjust medications. This information is formulated into a report, including clinical justifications, and reported in the monthly quality improvement committee.

In addition, the consultant pharmacist performs a monthly onsite patient profile review and provides a written report to Dr. Hochstetler. The nursing medication areas are inspected on a monthly basis during the visit by the consultant pharmacy representative. A quarterly pharmacy meeting is held to discuss pharmacy services, costs, formulary compliance and adjustments, new medications, community standard compliance, narcotic destruction, trends and opportunities to improve care and cost. A comprehensive report is expected, in cooperation with the DOCCS designated pharmacy vendor.

Corizon, LLC will cooperate with DOCCS' choice of vendor to produce a detailed laboratory utilization report in coordination with the contract that results from this procurement in accordance

## A. Resumes





# **KATHLEEN ALLAN**

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## **Director of Nursing**

As the Director of Nursing at the Coxsackie Regional Medical Center Kathleen Allan is responsible for establishing and maintaining the standards of nursing care and practice in a correctional setting with compassion, empathy, commitment, competency, dedication and a positive attitude. Ms. Allan assures that they adhere to State, Federal and Professional Regulations, is committed to excellence in nursing care and positive patient outcomes. She serves as a leader to set mutual goals that advance teamwork, interdisciplinary learning and the environment of care. Ms. Allan is responsible for attaining and reviewing acuity data in relation to staffing effectiveness.

## **EDUCATION**

- 1981 – LPN Training, Boces, Greenport, NY
- 1991 – A.S. Nursing, Columbia-Greene Community College

## **PROFESSIONAL EXPERIENCE**

- 1999 – Present – Hospice Case Manager, Corizon, Coxsackie RMU, Coxsackie, NY.
- 1998 – Present – Director of Nursing Coxsackie RMU, Corizon, Coxsackie NY.
- 1997 – 1998 – Associate Director of Nursing – United Health Care, Coxsackie RMU, Coxsackie, NY.
- 1994 – 1997 – Assistant Nurse Manager, Med/Surg Unit, Samuel Stratton VA, Hospital Albany, NY.
- 1993 – 1994 – Staff Nurse, Med/Telemetry Unit, Samuel, Stratton, VA Hospital, Albany, NY.
- 1992 – 1993 – Charge Nurse, Urgi Care Center, Greene Division, Columbia-Greene Medical Center Hospital, Catskill, NY.
- 1991 – 1992 – Charge Nurse, ED, Greene Division Columbia-Greene Medical Hospital, Catskill, NY.

## **PROFESSIONAL CERTIFICATIONS**

- BLS
- Telemetry/Critical Care Certification
- PRI Certification
- InterQual Certification
- Certified Managed Care Nurse
- Certification of Hospice and Palliative Nursing – CHPH
- Certified Correctional Health Professional – CCHP

# KIRK HOCHSTETLER, MD, ABHPM

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Medical Director, Coxsackie Regional Medical Unit

## EDUCATION

- Residency                      St. Frances Medical Center  
1983 – 1986                      Emergency Medicine Residency  
   Peoria, Illinois
- Medical School                Southern Illinois University  
1980 – 1983                      School of Medicine  
   Carbondale/Springfield, Illinois

## PROFESSIONAL EXPERIENCE

- 1999 – Present                Site Medical Director  
   Corizon Health  
   Coxsackie Regional Medical Unit  
   Coxsackie Correctional Facility  
   Coxsackie, NY
- 2001 – 2012                      Part-time Medical Director for Community Hospice,  
   Columbia and Greene County
- 2004 – 2009                      Part-time Sciences Adjunct Faculty  
   Columbia-Greene Community College
- 1986 – 1999                      Emergency Department Staff Physician  
   St. Francis Medical Center  
   Poughkeepsie, NY
- 1988 – 1992                      Director, Department of Emergency Medicine  
   Columbia-Greene Medical Center  
   Greene Division  
   Catskill, New York
- 1990 – 1992                      Chief, Department of Emergency Medicine  
   Columbia-Greene Medical Center  
   Hudson, New York
- 1993 – 1995                      Director, Catskill Community Care Walk-in Center  
   Catskill, New York

## ACHIEVEMENTS

- 1988/1997 Fellow, American College of Emergency Physicians
- 2004 American Academy of HIV Medicine
- 2005 American Board of Hospice and Palliative Medicine
- 2005 Presentation to ACA in Baltimore – Care and Custody of the Aging and Infirm Inmate
- 2010 – Present National Commission on Correctional Health Care certification



# **CINDY LOUCKS, RN, CAS, CCHP**

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## **Health Services Administrator**

Cindy Loucks continues to provide cost effective quality care to the inmate population at the Coxsackie Regional Medical Unit. She has held this position as a certified sub-acute administrator since 1998 under an agreement with the Department of Corrections, which resulted in a contract renewal in 2005 and 2012. During her administration, her team has developed a nationwide recognized Hospice program in coordination with the Department of Corrections. Ms. Loucks has participated in six American Correctional Association audits scoring 98%-100% on all six. She has worked diligently with administrative staff to provide quality nursing and medical staff to care for a high acuity correctional population. Ms. Loucks has developed professional and cooperative working relationship with the facility administration and regional staff.

## **EDUCATION**

- 1975 – 1978 – Columbia Memorial Hospital School of Nursing, Hudson, NY/Columbia-Greene Community College
  - AAS with Major in Nursing
  - 2007 BSN Excelsior College, Albany, New York
  - Attend numerous educational offerings to remain current in practice
  - Licensed as a registered nurse in New York, Hawaii and Massachusetts

## **PROFESSIONAL EXPERIENCE**

- 1998 – Present – Health Services Administrator-Coxsackie Regional Medical Unit, Coxsackie NY.
- 1997 – 1998 – Director of Nursing – Coxsackie Regional Medical Unit, Coxsackie NY.
- 1996 – 1997 – Clinic Manager – Coordinated specialty care clinic- Coxsackie Regional Medical Unit, Coxsackie, NY.
- 1993 – 1996 – Ambulatory Care Manager – Catskill Regional Clinic in Catskill, NY Satellite of Albany Memorial Hospital.
- 1992 – 1993 – Clinic Manager Urgent Care Catskill Site for Columbia Green Medical Center.
- 1988 – 1992 – Emergency Department Nurse Manager – Columbia-Greene Medical Center, Catskill, NY.
- 1987 – 1988 – Staff Nurse Emergency Department Columbia-Greene Medical Center, Catskill, NY.
- 1982 – 1987 – Staff Nurse – Stamford Community Hospital.
- 1982 – Office Nurse – Pediatrician Dr. Harde, Hudson, NY.
- 1981 – 1982 – Staff Nurse – float Providence Hospital, Holyoke, MA.
- 1981 – Office Nurse, Chicopee, MA.
- 1978 – 1980 – Staff Nurse, Kapiolani Children's Medical Center, Honolulu, HI.
- 1997 – Staff Nurse-LPN – Barnwell, NY, Valatie, NY.

## **PROFESSIONAL CERTIFICATIONS**

- 2008 – Present – Certified Correctional Health Care Provider
- 2007 – Present – Fellow status for the American College of Health Care Administrators
- 2005 – Present – Audit Surveyor for Correctional Medical Services
- 2005 – Present – Health Services Administrator Mentor
- 1999 – Present – Sub-acute Administrator Certification. Recertified in October of 2014 by completing 150 hours of continuing education credits in specific areas of communications, human resources, quality improvement, leadership, clinical care, finance and community involvement.
- Correctional Medical Services Correctional Health Care Manager Program
- Certified Healthcare Management Professional – American Institute of Healthcare Management
- 1987 – Present – New York State Emergency Medical Technician
- 1984 – Present – American Heart Association Instructor Training
- 1993 – Present – New York State EMT Certified Lab Instructor
- Past certifications include – Certified Emergency Nurse, Trauma Nurse Provider, Emergency Pediatric Provider, ACLS provider and instructor, American Cancer Society Self-Breast Examination Instructor.

## **PROFESSIONAL MEMBERSHIPS**

- American College of Health Care Administrators
- Academy of Correctional Health Professionals
- Faculty American Heart Association BLS Instructors
- Greene County EMS Education Council

## **COMMUNITY ACTIVITIES**

- Member of the East Jewett Volunteer Fire Department and Rescue Squad since 1980 holding numerous offices and serving on numerous committees. Currently designated infection control officer and Captain of the Rescue Squad
- American Heart Association CPR Instructor since 1980
- American Heart Association Instructor trainer since 1984
- Served on numerous committees related to emergency response and disaster planning at the county and regional level
- Teach CPR and first responder and Emergency Medical Technician courses to community participants.
- Certified NEW York State DOH Laboratory Instructor for BLS

# **VALERIE M. SWEET**

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## **Assistant Director of Nursing**

Valerie Sweet has worked diligently to recruit and retain qualified nursing staff to provide cost-effective quality care to the inmate population at the Coxsackie Regional Medical Unit. She also works to ensure nursing staff adhere to regulatory and contract requirements.

### **EDUCATION**

- BSN – Minor in Psychology, 1982

### **PROFESSIONAL EXPERIENCE**

- 2003 – Present – Assistant Director of Nursing Coxsackie Regional Medical Unit, Corizon Health, Coxsackie NY.
- 1997 – 2003 – Unit Manager, LTC<sup>1</sup> – Coxsackie Regional Medical Unit, Coxsackie, NY.
- 1992 – 1996 – RN, Post Anesthesia Unit.
- 1987 – 1992 – Administrative Coordinator, Supervision of Nursing Staff.
- 1985 – 1987 – RN OB/GYN, Newborn Nursery.
- 1984 – 1987 – RN Critical Care Unit.
- 1982 – 1984 – RN Medical/Surgical Unit, Columbia-Greene Medical Center, Catskill, NY.

### **PROFESSIONAL CERTIFICATIONS**

- 1987 – 2003      Emergency Medical Services Instructor  
                         Maternal Child Health Certification  
                         Coronary Care Trained

**B.**  
**Current Contracts**





## CORIZON HEALTH AND AFFILIATES: CURRENT CONTRACTS

Average Daily Populations are estimates as populations fluctuate on a week-to-week basis.

FACILITY	# OF INMATES	INITIATION DATE	ACCREDITATION	SERVICE DESCRIPTION
<b>ALABAMA</b>				
<b>Department of Corrections</b> 301 South Ripley Montgomery, AL 36104  Ruth Naglich, Associate Commissioner Health Services P/334-353-4049 F/334-353-3967 E/ <a href="mailto:Ruth.Naglich@doc.alabama.gov">Ruth.Naglich@doc.alabama.gov</a>	23,854	Nov-07		Medical, Dental, and Pharmacy
- Bibb Correctional Facility	1,866			
- Bullock Correctional Facility	1,544			
- Donaldson Correctional Facility	1,487			
- Easterling Correctional Facility	1,503			
- Fountain Correctional Facility	1,241			
- Atmore Work Center	244			
- Camden Work Release & Work Center	172			
- J O Davis Correctional Facility	388			
- Loxley Work Release & Work Center	479			
- Mobile Work Release & Work Center	214			
- Hamilton Aged Infirmid	292			
- Hamilton Work Release & Work Center	220			
- Holman Correctional Facility	956			
- Kilby Correctional Facility	1,187			
- Alex City Work Release & Work Center	226			
- Elba Work Release & Work Center	174			
- Red Eagle Correctional Facility	333			
- Montgomery Women's Center	279			
- Limestone Correctional Facility	2,247			
- Decatur Work Release & Work Camp	675			
- St Clair Correctional Facility	989			
- Childersburg Work Release & Work C	437			
- Staton Correctional Facility	1,375			
- Draper Correctional Facility	1,171			
- Elmore Correctional Facility	1,156			
- Frank Lee Correctional Facility	292			
- Tutwiler Prison for Women	890			
- Birmingham Work Release & Work Center	259			
- Ventress Correctional Facility	1,234			
- Therapeutic Education Facility	324	Mar-08	ACA	



Average Daily Populations are estimates as populations fluctuate on a week-to-week basis.

FACILITY	# OF INMATES	INITIATION DATE	ACCREDITATION	SERVICE DESCRIPTION
<b>ARIZONA</b>				
<b>Department of Corrections</b> Health Services Contract Monitoring Bureau 1601 W. Jefferson Phoenix, AZ 85007 Richard Pratt, Assistant Director (Healthcare) P/602-771-2100, ext. 401 E/ <a href="mailto:rpratt@azcorrections.gov">rpratt@azcorrections.gov</a>  J. Hood, Assistant Director (Contracting)	35,505	Mar-13	NCCHC	Medical, Mental Health, Dental, Pharmacy, and Support Services
- Douglas Complex (4 Facilities)	2,317		NCCHC	
- Eyman Complex (5 Facilities)	5,346		NCCHC	
- Florence Complex (11 Facilities)	4,036		NCCHC	
- Perryville Complex (12 Facilities)	4,021		NCCHC	
- Phoenix Complex (5 Facilities)	530		NCCHC	
- Lewis Complex (9 Facilities)	5,877		NCCHC	
- Safford Complex (3 Facilities)	1,697		NCCHC	
- Tucson Complex (9 Facilities)	5,117		NCCHC	
- Winslow Complex (3 Facilities)	1,716		NCCHC	
- Yuma Complex (5 Facilities)	4,848		NCCHC	
<b>CALIFORNIA</b>				
<b>Fresno County</b> 2200 Fresno St. Fresno, CA 97321  Adult Detention Facilities (3) - Main Adult Detention Facility - North Annex Jail - South Annex Jail  Juvenile Justice Campus (2) - Commitment - Detention  David Pomaville, Director P/559-600-6401 E/ <a href="mailto:dpomaville@co.fresno.ca.us">dpomaville@co.fresno.ca.us</a>  Margaret Mims P/ 559-600-8800 E/ <a href="mailto:Margaret.mims@fresnosheriff.org">Margaret.mims@fresnosheriff.org</a>	3,103  2,880  223	Jun-2014	PREA	Medical, Mental Health, Dental, Pharmaceutical, and Support Services
<b>Santa Barbara County</b> 105 E. Anapamu Street, Room 406 Santa Barbara, CA 93101  Bill Brown, Sheriff P/805-681-4290 F/805-681-4322 E/ <a href="mailto:wfb4029@sbsheriff.org">wfb4029@sbsheriff.org</a>	1,075	Jul-95		Medical, Mental Health, Dental, Pharmacy, and Support Services





Average Daily Populations are estimates as populations fluctuate on a week-to-week basis.

FACILITY	# OF INMATES	INITIATION DATE	ACCREDITATION	SERVICE DESCRIPTION
<b>Santa Barbara County – Juveniles</b> 2121 S. Centerpoint Pkwy Santa Maria, CA 93455  Ms. Lee Bethel P/805-882-3675 E/ <a href="mailto:lbethel@co.santa-barbara.ca.us">lbethel@co.santa-barbara.ca.us</a>  Guadalupe Rabago, Chief P/805-739-8644	103	Jan-05	IMQ-CA	Medical, Dental, Pharmacy, and Support Services
<b>Tulare County</b> – Adult and Juvenile Detention Facilities  Cheryl L. Duerksen, Ph.D., Agency Director Health and Human Services Agency 5957 S. Mooney Blvd. Visalia, CA 93277 P/559-624-8011 E/ <a href="mailto:cduerkse@tularehhsa.org">cduerkse@tularehhsa.org</a>  Mike Boudreaux, Sheriff 2404 West Burrel Avenue Visalia, CA 93291-4580 P/559-636-4716 E/ <a href="mailto:mboudreaux@co.tulare.ca.us">mboudreaux@co.tulare.ca.us</a>  Scott Logue, Assistant Sheriff 2404 West Burrel Avenue Visalia, CA 93291-4580 P/ 559-553-5278 E/ <a href="mailto:slogue@co.tulare.ca.us">slogue@co.tulare.ca.us</a>	1,722	Jul-2013	PREA	Medical, Mental Health, Dental, Pharmaceutical, and Support Services
– Main Facility	269			
– Men's Correctional Facility	284			
– Bob Wiley Detention Facility	673			
– Pre-Trial Facility	370			
– Juvenile Detention Facility	96			
– Tulare Co. Probation Youth Facility	30			
<b>FLORIDA</b>				
<b>Alachua County</b> 3333 N.E. 39 <sup>th</sup> Avenue Gainesville, FL 32609  Major Charles Lee Director of the Jail P/352-491-4452 E/ <a href="mailto:clee@alachuasheriff.org">clee@alachuasheriff.org</a>	826	Jan-06	NCCHC FMJS FCAC	Medical, Mental Health, Dental, Pharmacy, and Support Services
<b>Charlotte County</b> 26601 Airport Road Punta Gorda, FL 33982	693	Feb-97	NCCHC PREA	Medical, Mental Health, Dental, Pharmacy, and



Average Daily Populations are estimates as populations fluctuate on a week-to-week basis.

FACILITY	# OF INMATES	INITIATION DATE	ACCREDITATION	SERVICE DESCRIPTION
<p>Earl Goodwyne, Major P/941-833-6324 F/941-833-6310 E/<a href="mailto:Earl.Goodwyne@ccso.org">Earl.Goodwyne@ccso.org</a></p> <p>Bill Prummell, Sheriff 7474 Utilities Road Punta Gorda, FL 33882 P/941-575-5211 F/941-575-5211 E/<a href="mailto:William.Prummell@ccso.org">William.Prummell@ccso.org</a></p>			FMJS FCAC	Support Services
<p><b>Leon County</b> 2825 Municipal Way Tallahassee, FL 32302</p> <p>Kim Petersen, Major P/850-606-3681 E/<a href="mailto:petersek@leoncountyfl.gov">petersek@leoncountyfl.gov</a></p> <p>Mike Wood, Sheriff P/850-606-3500 E/<a href="mailto:woodm@leoncountyfl.gov">woodm@leoncountyfl.gov</a></p>	1,094	Oct-02	NCCHC PREA FCAC FMJS	Medical, Mental Health, Dental, Pharmacy, and Support Services
<p><b>Okaloosa County</b> 1200 East James Lee Blvd. Crestview, FL 32536</p> <p>Stefan W. Vaughn, Chief Correctional Officer P/850-689-5690 ext. 5763 F/850-689-5090 E/<a href="mailto:svaughn@co.okaloosa.fl.us">svaughn@co.okaloosa.fl.us</a></p>	797	Nov-03	NCCHC FMJS FCAC	Medical, Mental Health, Dental, Pharmacy, and Support Services
<p><b>Polk County Department of Detention</b> 1891 Jim Keene Boulevard Winter Haven, FL 33880</p> <p>William Slaybaugh, Chief P/863-298-6331 E/<a href="mailto:wslaybaugh@polksheriff.org">wslaybaugh@polksheriff.org</a></p> <p>Sheriff Grady Judd P/863-298-6331 E/<a href="mailto:gjudd@polksheriff.org">gjudd@polksheriff.org</a></p>	2,644			Medical, Mental Health, Dental, Pharmacy, and Support Services
<p>– Central Booking (screening only) 455 North Broadway Bartow, FL 33830 P/863-534-6305 F/863-534-6341</p>	Inclusive	Jan-01	NCCHC FMJS FCAC	
<p>– Central County Jail 2390 Bob Philips Road</p>	682	Jan-01	NCCHC	



Average Daily Populations are estimates as populations fluctuate on a week-to-week basis.

FACILITY	# OF INMATES	INITIATION DATE	ACCREDITATION	SERVICE DESCRIPTION
Bartow, FL 33830 P/863-534-6141 F.863-534-6184			FMJS FCAC	
– South County Facility 1103 US Highway 98 West Frostproof, FL 33843 P/863-635-6814 F/863-635-6887	1,962	Jan-01	NCCHC FMJS FCAC	
<b>St. Lucie County</b> 900 North Rock Rd. Ft. Pierce, FL 34945  Patrick Tighe, Major 4700 W. Midway Road Ft. Pierce, FL 34981 P/772-462-3396 F/772-462-3362 E/ <a href="mailto:TigheP@stluciesheriff.com">TigheP@stluciesheriff.com</a>	1,253	Aug-97	NCCHC FMJS FCAC	Medical, Mental Health, Dental, Pharmacy, and Support Services
<b>IDAHO</b>				
<b>Department of Correction</b> 1299 North Orchard Street, Suite 110 Boise, ID 83720  Rona Siegert, Director of Health Services P/208-658-2000 E/ <a href="mailto:rsiegert@idoc.idaho.gov">rsiegert@idoc.idaho.gov</a>  Kevin Kempf, Director of Corrections	7,280			Medical, Mental Health, Dental, and Pharmacy
– Idaho State Correctional Institute	1,402	Jul-05	NCCHC	
– Idaho Maximum Security Institute	507	Jul-05	NCCHC	
– South Idaho Correctional Institute	668	Jul-05	NCCHC	
– Pocatello Women's Correctional Center	303	Jul-05	NCCHC	
– Idaho Correctional - Orofino	576	Jul-05	NCCHC	
– North Idaho Correctional Institute	407	Jul-05	NCCHC	
– St. Anthony Work Camp	237	Jul-05	NCCHC	
– South Boise Women's Correctional Center	286	Jul-05	NCCHC	
– Nampa Community Work Center	83	Jul-05		
– Idaho Falls Community Work Center	83	Jul-05		
– Boise Community Work Center	98	Jul-05		
– South Idaho Correctional Institute Community Work Center	96	Jul-05		
– Corrections Alternative Placement Program	419	Jul-10		
– Idaho State Correctional Center	2,115	Jul-14		
<b>INDIANA</b>				
<b>Department of Correction</b> Indiana Government Center South 302 West Washington Street, Room E334	25,914			Medical, Mental Health, Pharmacy, Dental, and



Average Daily Populations are estimates as populations fluctuate on a week-to-week basis.

FACILITY	# OF INMATES	INITIATION DATE	ACCREDITATION	SERVICE DESCRIPTION
Indianapolis, IN 46204  Bruce Lemmon, Commissioner P/317-232-5711 F/317-232-6798 E/ <a href="mailto:BLemmon@idoc.IN.gov">BLemmon@idoc.IN.gov</a>				Substance Abuse
- Branchville Correctional Facility	1,153	Sep-05	ACA	
- Chain O'Lakes Correctional Facility	126	Sep-05	ACA	
- Correctional Industrial Facility	1,402	Sep-05	ACA	
- Edinburgh Correctional Facility	326	Sep-05	ACA	
- Henryville Correctional Facility	-	Sep-05	ACA	
- Indiana State Prison	2,170	Sep-05	ACA	
- Indiana Women's Prison	605	Sep-05	ACA	
- Madison Transition Facility	619	Sep-05	ACA	
- Miami Correctional Facility	3,044	Sep-05	ACA	
- New Castle Correctional Facility	3,154	Sep-05	ACA	
- Pendleton Correctional Facility	1,700	Sep-05	ACA	
- Plainfield Correctional Facility	1,609	Sep-05	ACA	
- Putnamville Correctional Facility	2,048	Sep-05	ACA	
- Reception Diagnostic Center	458	Sep-05	ACA	
- Rockville Correctional Facility	1,029	Sep-05	ACA	
- South Bend Work Release Center	151	Sep-05	ACA	
- Wabash Valley Correctional Facility	1,989	Sep-05	ACA	
- Westville Correctional Facility	2,864	Sep-05	ACA	
- Camp Summit Boot Camp	55	Sep-05	ACA	
- Logansport Juvenile Intake and Diagnostic Facility	26	Sep-05	ACA	
- North Central Juvenile Correctional Facility	117	Sep-05	ACA	
- Pendleton Juvenile Correctional Facility	176	Sep-05	ACA	
- Indianapolis Re-entry Facility	307	Sep-05	ACA	
- Short Term Offender Program	786	Sep-05	ACA	
<b>Department of Corrections</b> 714 SW Jackson Jayhawk Towers, Suite 300 Topeka, KS 66603  Viola Riggan, Director of Health Services P/785-296-3318 F/785-296-0014 E/ <a href="mailto:Violar@doc.ks.gov">Violar@doc.ks.gov</a>  Johnny Goddard, Deputy Secretary for Facilities Management P/785-296-5187 E/ <a href="mailto:JohnG@doc.ks.gov">JohnG@doc.ks.gov</a>				
	9,774	Jan-14	ACA	Medical, Mental Health, Dental, and Pharmacy Services to all offenders;  Substance Abuse and Sex Offender Treatment Services to the Juvenile Offenders
- El Dorado Correctional Facility	1,548		ACA, PREA	
- Ellsworth Correctional Facility	898		ACA, PREA	
- Hutchinson Correctional Facility	1,859		ACA, PREA	
- Kansas Juvenile Correctional Complex	145		ACA, PREA	



Average Daily Populations are estimates as populations fluctuate on a week-to-week basis.

FACILITY	# OF INMATES	INITIATION DATE	ACCREDITATION	SERVICE DESCRIPTION
- Lansing Correctional Facility	2,411		ACA, PREA	
- Larned Correctional Mental Health Facility	420		ACA, PREA	
- Larned Juvenile Correctional Complex	77		ACA, PREA	
- Norton Correctional Facility	813		ACA, PREA	
- Topeka Correctional Facility	814		ACA, PREA	
- Winfield Correctional Facility	547		ACA, PREA	
<b>KANSAS</b>				
<b>Shawnee County</b> 501 S.E. 8 <sup>th</sup> Street Topeka, KS 66607  Adult Detention Facility Youth Detention Facility Brian Cole, Director P/785-291-5000 x6601 F/785-291-4924 E/ <a href="mailto:brian.cole@snco.us">brian.cole@snco.us</a>	514	Mar-02	NCCHC	Medical, Dental, Pharmacy, and Support Services
<b>KENTUCKY</b>				
<b>Lexington-Fayette County</b> 600 Old Frankfort Circle Lexington, KY 40510  Major Jeff Carter, Custody P/859-425-2630 E/ <a href="mailto:jcarter@lexingtonky.gov">jcarter@lexingtonky.gov</a>  Lt. Col. Scott Colvin, Interim Director P/859-425-2612 C/859-444-9363 E/ <a href="mailto:scolvin@lexingtonky.gov">scolvin@lexingtonky.gov</a>	1,355	Jul-92		Medical, Dental, and Pharmacy Services
<b>MAINE</b>				
<b>Cumberland County</b> 50 County Way Portland , ME 04102  Kevin Joyce, Sheriff P/207-774-5939 F/207-879-5600 E/ <a href="mailto:joyce@cumberlandcounty.org">joyce@cumberlandcounty.org</a>	508	Nov-01	ACA NCCHC	Medical, Mental Health, Dental, and Pharmacy
<b>Washington County</b> 45 Court Street Machias, ME 04654  David Brown P/207-255-3434	39	Oct-07		Pharmacy Services
<b>MARYLAND</b>				



Average Daily Populations are estimates as populations fluctuate on a week-to-week basis.

FACILITY	# OF INMATES	INITIATION DATE	ACCREDITATION	SERVICE DESCRIPTION
<b>Prince George's County Correctional Center</b> 13400 Dille Drive Upper Marlboro, MD 20772  Mary Lou McDonough, Director P/301-952-7015 F/301-952-7285 E/ <a href="mailto:mlmcdonough@co.pg.md.us">mlmcdonough@co.pg.md.us</a>  Corenne Labbe, Division Chief, Support Services P/301-952-7082 F/301-952-7031 E/ <a href="mailto:cdlabbe@co.pg.md.us">cdlabbe@co.pg.md.us</a>	976	Jul-93	ACA MCCS	Medical, Dental, Mental Health, and Pharmacy
<b>Anne Arundel County</b> 44 Calvert Street Annapolis, MD 21401  Terry Kokolis, Superintendent P/410-222-7084 F/410-222-7208 E/ <a href="mailto:tkokolis@aacounty.org">tkokolis@aacounty.org</a>	769		NCCHC MCCS	Medical, Dental, Mental Health, Pharmacy
- Jennifer Road Detention Center	457	Oct-97		
- Ordinance Road Correctional Center	312	Feb-98		
<b>MICHIGAN</b>				
<b>Department of Corrections</b> 206 E. Michigan Avenue Grandview Plaza Lansing, MI 48909  Lia Gulick Manager, Financial Services Bureau of Fiscal Management Contract Compliance Inspector P/517-241-9902 E/ <a href="mailto:gulickll@michigan.gov">gulickll@michigan.gov</a>  Dan Heyns, Director P/517-373-0720 F/517-373-6883 E/ <a href="mailto:heynsd@michigan.gov">heynsd@michigan.gov</a>	42,925	Apr-09		Medical and Psychiatry Practitioner staffing and Management Services, Pharmacy, Offsite Network Development, Utilization Management and Claims Payment, Onsite Laboratory, Radiology and Dialysis Services
- Chippewa Correctional Facility (URF)	2,334	Apr-09		
- Kinross Correctional Facility (KCF)	1,538	Apr-09		
- Newberry Correctional Facility (NCF)	1,049	Apr-09		
- Oaks Correctional Facility (ECF)	1,133	Apr-09		
- Pugsley Correctional Facility (MPF)	871	Apr-09		
- Saginaw Correctional Facility (SRF)	1,457	Apr-09		
- Alger Maximum Correctional Facility (LMF)	884	Apr-09		
- Baraga Maximum Correctional Facility (AMF)	801	Apr-09		





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FACILITY	# OF INMATES	INITIATION DATE	ACCREDITATION	SERVICE DESCRIPTION
- Marquette Branch Prison (MBP)	1,028	Apr-09		
- Ojibway Correctional Facility (OCF)	1,084	Apr-09		
- Lake County Residential Re-entry M&F	251	Apr-09		
- Bellamy Creek Correctional Facility (IBC)	1,681	Apr-09		
- Carson City Correctional Facility (DRF)	2,155	Apr-09		
- Earnest C. Brooks Correctional Facility (LRF)	1,226	Apr-09		
- Ionia Maximum Correctional Facility (ICF)	671	Apr-09		
- Lakeland Correctional Facility (LCF)	1,455	Apr-09		
- Michigan Reformatory (RMI)	1,255	Apr-09		
- Central Michigan Correctional Facility (STF)	2,254	Apr-09		
- Richard A. Handlon Corr. Facility (MTU)	1,269	Apr-09		
- Muskegon Correctional Facility (MCF)	1,297	Apr-09		
- St. Louis Correctional Facility (SLF)	1,136	Apr-09		
- West Shoreline Correctional Facility (MTF)	1,275	Apr-09		
- Macomb Correctional Facility (MRF)	1,380	Apr-09		
- Thumb Correctional Facility (TCF)	1,134	Apr-09		
- Huron Valley Complex - Women (WHV)	2,230	Apr-09		
- Ryan Correctional Facility (RRF)	82	Apr-09		
- Detroit Re-Entry (PRF)	731	Apr-09		
- SAI (Boot Camp)	306	Apr-09		
- Charles Egeler Rcpt. & Guidance Ctr. (RGC)	905	Apr-09		
- Duane Waters Health Center (DWH)		Apr-09		
- Cooper Street Correctional Facility (JCS)	1,744	Apr-09		
- G. Robert Cotton Correctional Facility (JCF)	1,780	Apr-09		
- Gus Harrison Correctional Facility (ARF)	2,333	Apr-09		
- Parnall Correctional Facility (SMT)	1,683	Apr-09		
- Woodland Correctional Facility (WCCAC)	348	Apr-09		
<b>Calhoun County</b> 161 East Michigan Avenue Battle Creek, MI 49014-4066  Max Saxton, Sheriff P/269-969-6423 F/269-969-6428 E/ <a href="mailto:msaxton@calhouncountymi.gov">msaxton@calhouncountymi.gov</a>  Tim Hurtt, Undersheriff P/269-969-6422 F/269-969-6428 E/ <a href="mailto:thurtt@calhouncountymi.gov">thurtt@calhouncountymi.gov</a>  Jim McDonagh, Chief Deputy, Jail Administrator P/269-969-6410 F/269-969-6305 E/ <a href="mailto:jmcdonagh@calhouncountymi.gov">jmcdonagh@calhouncountymi.gov</a>	566	Mar-99	NCCHC	Medical, Mental Health, Dental, and Pharmacy



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FACILITY	# OF INMATES	INITIATION DATE	ACCREDITATION	SERVICE DESCRIPTION
<b>Genesee County</b> 1002 S. Saginaw Street Flint, MI 48502  Robert J. Pickell, Sheriff P/810-257-3819 F/810-257-3077 E/ <a href="mailto:rpickell@co.genesee.mi.us">rpickell@co.genesee.mi.us</a>  Chris Swanson, Under Sheriff P/810-257-3438 F/810-257-3077 E/ <a href="mailto:csawanson@genesee.mi.us">csawanson@genesee.mi.us</a>  Jason Gould, Captain P/810-257-3439 F/810-257-3077 E/ <a href="mailto:jgould@co.genesee.mi.us">jgould@co.genesee.mi.us</a>	682	Oct-00	NCCHC	Dental, Medical, Mental Health, Pharmacy, and Support Services
<b>Kent County</b> 701 Ball Avenue NE Grand Rapids, MI 49503  Michelle Young, Undersheriff P/616-632-6102 F/616-632-6122 E/ <a href="mailto:michelle.young@kentcountymi.gov">michelle.young@kentcountymi.gov</a>	1,167	Jan-06		Dental, Medical, Mental Health, and Support Services
– Kent County Jail	1,118		NCCHC	
– Juvenile Detention Center	49			
<b>Saginaw County</b> 618 Cass Street Saginaw, MI 48602-1529  Bill Federspiel, Sheriff P/989-790-5407 F/989-790-5429 E/ <a href="mailto:wfederspiel@saginawcounty.com">wfederspiel@saginawcounty.com</a>  Lt. Troy Jolin, Jail Administrator P/989-790-5426 F/989-790-5429 E/ <a href="mailto:tjolin@saginawcounty.com">tjolin@saginawcounty.com</a>  Phillip Hart, Undersheriff P/989-790-5406 F/989-790-5429 E/ <a href="mailto:phart@saginawcounty.com">phart@saginawcounty.com</a>	406	Nov-09		Dental, Medical, Mental Health, Pharmacy, and Support Services



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FACILITY	# OF INMATES	INITIATION DATE	ACCREDITATION	SERVICE DESCRIPTION
<b>Hennepin County</b> 1145 Shenandoah Lane Plymouth, MN 55447  Chester Cooper, Correctional Area Director P/612-348-5762 F/612-348-6488 E/ <a href="mailto:chester.cooper@hennepin.us">chester.cooper@hennepin.us</a>	480	Jan-11	NCCHC	Nursing, Physician, Mid-Level, Mental Health, Psychiatry, Dental, Pharmacy and Sub-Contracted Onsite Optometry Services
– Hennepin County Adult Correctional Facility	391	Jan-11	NCCHC	
– Hennepin County Home School	41	Jan-11	NCCHC	
– Hennepin County Juvenile Detention Center	48	Jan-11	NCCHC	
<b>MISSOURI</b>				
<b>Division of Offender Rehabilitation Services</b> Department of Corrections 2729 Plaza Drive Jefferson City, MO 65102  Matt Sturm, Director, Division of Offender Rehabilitative Services P/573-751-4597 F/573-526-8156 E/ <a href="mailto:Matt.Sturm@doc.mo.gov">Matt.Sturm@doc.mo.gov</a>  George Lombardi, Director of Corrections	32,509			Medical, Mental Health, Dental, and Pharmacy Services
– Farmington Correctional Center	2,625	Dec-92	NCCHC	
– Potosi Correctional Center	881	Dec-92	NCCHC	
– Fulton Reception & Diagnostic Center	1,591	Dec-92	NCCHC	
– Ozark Correctional Center	717	Dec-92	NCCHC	
– Alcoa Correctional Center	1,502	Dec-92	NCCHC	
– Missouri Eastern Correctional Center	1,090	Dec-92	NCCHC	
– Bowling Green - Northeast	2,072	Mar-98		
– Women's Eastern Reception and Diagnostic Corr. Center (Vandalia)	1,843	Jan-98	NCCHC	
– Moberly Correctional Center	1,776	Dec-92	NCCHC	
– Jefferson City Correctional Center	1,930	Dec-92	NCCHC	
– Boonville Correctional Center	1,308	Dec-92	NCCHC	
– Chillicothe Correctional Center	1,509	Dec-92	NCCHC	
– Western Missouri Correctional Center	1,912	Dec-92	NCCHC	
– Western Reception & Diagnostic Correctional Center	2,015	Sep-94	NCCHC	
– South Central Correctional Center	1,603	Jan-00	NCCHC	
– Cremer Therapeutic Community Center	175	Sep-94	NCCHC	
– Maryville Treatment Center	541	Dec-96	NCCHC	
– Tipton Correctional Center (Male)	1,205	Jul-96	NCCHC	
– Crossroads Correctional Center	1,425	Dec-97	NCCHC	
– Eastern Reception & Diagnostic Corr. Center	2,836	Oct-05	NCCHC	
– South East Correctional Center – Charleston	1,610	Oct-01	NCCHC	
<b>City of St. Louis</b>				
7600 Hall Street	789	Apr-02	NCCHC	Medical, Mental Health,



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FACILITY	# OF INMATES	INITIATION DATE	ACCREDITATION	SERVICE DESCRIPTION
<b>St. Louis, MO 63147</b> – Jail – MSI Medium Security Institution  Richard Gray, Director of Public Safety P/314-622-3391 F/314-622-4392 E/ <a href="mailto:Gravv@stlouis-mo.gov">Gravv@stlouis-mo.gov</a>  Dale Glass, Commissioner P/314-621-5848 x1053 F/314-588-0273 E/ <a href="mailto:glassd@stlouis-mo.gov">glassd@stlouis-mo.gov</a>				Dental, Pharmacy, and Support Services
<b>City of St. Louis</b> 200 South Tucker St. Louis, MO 63102  – Criminal Justice Center  Jeffery Carson, Superintendent P/314-621-5848 x8301 F/314-588-0273 E/ <a href="mailto:carsonj@stlouis mo.gov">carsonj@stlouis mo.gov</a>	575	Dec-02	NCCHC	Medical, Mental Health, Dental, Pharmacy, and Support Services
<b>ILLINOIS</b>				
<b>City of Henderson</b> 18 E. Basic Road Henderson, NV 89015  Captain Marc Cassell P/702 267 4568 F/702-267-5051 E/ <a href="mailto:marc.cassell@cityofhenderson.com">marc.cassell@cityofhenderson.com</a>	503	Aug-94		Medical, Mental Health, Dental and Support Services
<b>NEW JERSEY</b>				
<b>Bergen County</b> Board of Chosen Freeholders One Bergen County Plaza Floor 5, Room 520 Hackensack, NJ 07601  – Bergen County Jail  Chris Davies, Warden 160 South River Street Hackensack, NJ 07601 P/201-336-3500 Ext. 3572 F/201-527-3035 E/ <a href="mailto:cdavies@bcisd.us">cdavies@bcisd.us</a>	581	Jan-93	ACA NCCHC	Utilization Management, Claims and Physician
<b>Essex County</b>				



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FACILITY	# OF INMATES	INITIATION DATE	ACCREDITATION	SERVICE DESCRIPTION
<p>Board of Chosen Freeholders Hall of Records 465 MLK Jr. Blvd., Rm. 558 Newark, NJ 07102</p> <p>– Juvenile Detention Center</p> <p>Dennis Hughes, Director 80 Duryea Street Newark, NJ 07103 P/973-268-3542 F/973-497-4747 E/<a href="mailto:deahughes@aol.com">deahughes@aol.com</a></p>	80	Jun-96	NCCHC	Medical, Mental Health, Dental, Pharmacy, and Support Services
<p><b>Kintock Group – Corporate Office</b> Gretchen Wiseman, CAO 580 Virginia Drive, Suite 250 Fort Washington, PA 19034 P/610-687-1336 F/610-687-1428 E/<a href="mailto:Gretchen.Wiseman@kintock.org">Gretchen.Wiseman@kintock.org</a></p>	372	(See below)		Medical, Mental Health, and Support Services
<p>– <b>Kintock - Newark</b> 50 Fenwick St., Building 2 Newark, NJ 07114 Gregory Bartkowski, Site Administrator P/973-622-1400 Ext. 6217 F/973-622-0556 E/<a href="mailto:Gregory.Bartkowski@kintock.org">Gregory.Bartkowski@kintock.org</a></p>	55	Aug-04	ACA	Medical and Psychiatry
<p>– <b>Kintock Group - Bridgeton</b> 3 West Industrial Blvd., KB2 Bridgeton, NJ 08302 Marcos DeJesus, Program Director P/856-459-2750 x2608 E/<a href="mailto:Marcos.DeJesus@kintock.org">Marcos.DeJesus@kintock.org</a></p>	51	Aug-04	ACA	Medical and Psychiatry
<p>– <b>Kintock Group - Philadelphia</b> 301 E. Erie Avenue Philadelphia, PA 19134 Corey Davis, Site Administrator P/215-291-7627 F/215-291-7698 E/<a href="mailto:Corey.Davis@kintock.org">Corey.Davis@kintock.org</a></p>	266	Aug-06	ACA	Medical and Psychiatry
<p><b>Passaic County</b> 11 Marshall Street Paterson, NJ 07501-1899</p> <p>Michael Tolerico, CJM, CPM, Warden 11 Sheriff's Plaza Paterson, NJ 07501 P/973-881-4619 F/973-881-4514</p>	788	May-11	NCCHC	Medical Staffing, Mental Health, and Support Services



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FACILITY	# OF INMATES	INITIATION DATE	ACCREDITATION	SERVICE DESCRIPTION
E/ <a href="mailto:mtolerico@pcsheriff.org">mtolerico@pcsheriff.org</a>				
<b>Somerset County</b> Somerset County Administration Building 40 Grove Street Somerville, NJ 08876-1262  Charles M. O'Neill, Warden P/908-231-7150 F/908-231-0156 E/ <a href="mailto:oneil@co.somerset.nj.us">oneil@co.somerset.nj.us</a>	320	Sep-06		Physician, Advanced Practice Nurse, Psychiatrist, and Social Services
<b>NEW MEXICO</b>				
<b>Doña Ana County</b> 1850 Copper Loop Drive Las Cruces, NM 88005  – Adult and Juvenile Detention Centers  Captain Vicki Hooser P/575-647-7621 E/ <a href="mailto:vickig@donaanacounty.org">vickig@donaanacounty.org</a>  Captain Justin Porter P/575-647-7634 E/ <a href="mailto:justinp@donaanacounty.org">justinp@donaanacounty.org</a>	778	Jan-08	NM Association of Counties	Medical, Mental Health, Dental, Pharmacy and Support Services
<b>NEW YORK</b>				
<b>State of New York</b> Department of Correctional Services Harriman State Campus - Building #2 Albany, NY 12226-2050  Elizabeth Ritter, Assistant Commissioner of Health P/518-457-7072 F/518-457-2115 E/ <a href="mailto:Elizabeth.ritter@doccs.ny.gov">Elizabeth.ritter@doccs.ny.gov</a>				
– Coxsackie RMU Box 200 Route 9W Coxsackie, NY 12051 P/518-731-2781  Joan Smith, Deputy Superintendent P/518-731-2781 Ext. 6055 E/ <a href="mailto:Joan.Smith@doccs.ny.gov">Joan.Smith@doccs.ny.gov</a>	58	Feb-98	ACA	Managed Care Model Skilled Nursing Unit Regional Medical Unit
<b>CORIZON</b>				





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FACILITY	# OF INMATES	INITIATION DATE	ACCREDITATION	SERVICE DESCRIPTION
<b>Clackamas County</b> Clackamas County Sheriff's Office 2206 S. Kaen Road Oregon City, OR 97045  Lieutenant Todd Rollins Medical Division P/503-722-6702 E/ <a href="mailto:Toddrol@co.clackamas.or.us">Toddrol@co.clackamas.or.us</a>  Captain Lee Eby E/ <a href="mailto:leeeby@co.clackamas.or.us">leeeby@co.clackamas.or.us</a>	538	Jul-11		Medical, Mental Health, Dental, and Support Services
<b>PENNSYLVANIA</b>				
<b>City of Philadelphia</b> 7901 State Road, 2nd Floor Philadelphia, PA 19136  Bruce Herdman, Chief of Medical Operations P/215-685-7804 F/215-685-7749 E/ <a href="mailto:bruce.herdman@prisons.phila.gov">bruce.herdman@prisons.phila.gov</a>	7,630	Aug-93		Medical, Dental, Pharmacy, and Support Services
- Philadelphia House of Corrections	1,085	Aug-93	NCCHC	
- Curran Fromhold Correctional Facility	2,774	May-95	NCCHC	
- Philadelphia Detention Center	1,154	Aug-93	NCCHC	
- Philadelphia Industrial Correctional Center	1,074	Aug-93	NCCHC	
- Cambria Community Center	226	June-01	NCCHC	
- Alternative Specialty Detention	578	Aug-93	NCCHC	
- Riverside Correctional Facility	644	June-04	NCCHC	
- Philadelphia Youth Study Center	95	Aug-93		
- Police Administration Building	N/A	Aug-93		
<b>TENNESSEE</b>				
<b>Department of Correction</b> 4th Floor, Rachel Jackson Building 320 Sixth Avenue North Nashville, TN 37243-0465  Brenda J. Boyd, RN, BS, CCHP Director of Clinical Services P/615-253-8157 E/ <a href="mailto:Brenda.J.Boyd@tn.gov">Brenda.J.Boyd@tn.gov</a>  Dr. Kenneth Williams, MD, Medical Director P/615-741-1000 x 8210 F/615-741-4605 E/ <a href="mailto:Kenneth.williams@tn.gov">Kenneth.williams@tn.gov</a>	13,804	Mental Health – 7/1/2012		Mental Health
- DeBerry Special Needs Facility - Base	382		ACA	Mental Health



Average Daily Populations are estimates as populations fluctuate on a week-to-week basis.

FACILITY	# OF INMATES	INITIATION DATE	ACCREDITATION	SERVICE DESCRIPTION
- DeBerry Special Needs Facility - Inpatient	381		ACA	Mental Health
- Morgan County Correctional Complex	2,186		ACA	Mental Health
- Mark H. Luttrell Correctional Center	415		ACA	Mental Health
- Northeast Correctional Complex	1,762		ACA	Mental Health
- Northwest Correctional Complex	2,286		ACA	Mental Health
- Riverbend Maximum Security	768		ACA	Mental Health
- Bledsoe	2,410		ACA	Mental Health
- Turney Center Industrial Complex 1	1,256		ACA	Mental Health
- Turney Center Industrial Complex 2	330		ACA	Mental Health
- Tennessee Prison for Women	804		ACA	Mental Health
- West Tennessee State Penitentiary	824		ACA	Mental Health

#### VIRGINIA

<b>Arlington County</b> Arlington County Sheriff's Office 1435 N Courthouse Road Arlington, VA 22201  Beth Arthur, Sheriff P/703-228-4460 E/ <a href="mailto:barthur@arlingtonva.us">barthur@arlingtonva.us</a>  Captain Andrew Hakes, Support Services Administrator P/ 703-228-7063 <a href="mailto:Ahakes@arlingtonva.us">Ahakes@arlingtonva.us</a>  Major Jimmie Barrett, Director of Corrections P/ 703-228-4492 <a href="mailto:jbarre@arlingtonva.us">jbarre@arlingtonva.us</a>  Major Susie Doyel, Director of Administration P/ 703-228-4461 <a href="mailto:Sdoyel@arlingtonva.us">Sdoyel@arlingtonva.us</a>	470	Nov-06	ACA	Medical, Dental, Mental Health and Support Services
<b>Riverside Regional Jail</b> 500 FOLAR Trail North Prince George, VA 23860  Superintendent Jeffrey Newton P/804-524-6600, Ext. 5003 F/804-524-6659 E/ <a href="mailto:jnewton@rrjva.org">jnewton@rrjva.org</a>	1,545	Mar-16	ACA NCCHC PREA ACRS	Medical, Dental, Mental Health, Pharmacy and Support Services

#### WYOMING



Average Daily Populations are estimates as populations fluctuate on a week-to-week basis.

FACILITY	# OF INMATES	INITIATION DATE	ACCREDITATION	SERVICE DESCRIPTION
<b>Wyoming Department of Correction</b> 1934 Wyatt Drive, #100 Cheyenne, WY 82002  R.O. (Bob) Lampert, Director P/307-777-7208 F/307- 777-7479 E/ <a href="mailto:Bob.Lampert@wyo.gov">Bob.Lampert@wyo.gov</a>  Julie Tennant-Caine, Deputy Administrator P/307-777-5040 C/307-631-3241  Anne Cybulski-Sandlian, RN, Health Services Administrator P/307-777-5818 F/307- 777-7846 E/ <a href="mailto:Anne.cybulski-sandlian@wyo.gov">Anne.cybulski-sandlian@wyo.gov</a>	2,064	July 2005		Medical, Dental, Mental Health, Pharmacy, and Support Services
- Wyoming State Penitentiary	697	Jul-05	NCCHC & ACA	
- Wyoming Honor Farm	236	Jul-05	NCCHC & ACA	
- Wyoming Women's Center	230	Jul-05	NCCHC & ACA	
- Wyoming Honor Camp	269	Jul-05	NCCHC & ACA	
- Wyoming Medium Correctional Institution	632	Jan-10	NCCHC & ACA	

## C. Job Descriptions



## Job Description

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**JOB TITLE:** Administrative Assistant

**JOB CODE:** 8311A

**CONTRACT:** Coxsackie Correctional Facility

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## Job Summary

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Perform general administrative office assignments, and functions as a communications link to and within the healthcare unit as appropriate.

## Job Duties

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1. Process correspondence in a timely and systematic manner.
2. Compile and prepare reports and documents accurately.
3. Classify and file all documents to be maintained in the office in a retrievable system.
4. Schedule meetings, appointments and work assignments to meet or exceed deadlines.
5. Communicate effectively and demonstrate respect, concern and courtesy in all interpersonal communications.
6. Monitor supplies, equipment and services required in the healthcare unit.
7. Maintain skills and continue professional development to enhance the operations and image of the organization.
8. Adhere to personnel policies to enhance the operation of the healthcare unit.
9. Prepare payroll for exempt, non-exempt and contracted employees as appropriate.
10. Prepare monthly reports on applicant data log, disaster call list, seniority list, termination log, license and certification tracking and ACA statistics.
11. Prepare clinical and operational reports as requested.
12. Record and transcribe committee and other meeting minutes and prepare action item lists as requested.
13. Compile projects and reports from other healthcare staff as assigned by the Health Services Administrator.
14. Prepare documents for monthly orientation to include essential human resources forms and other training documents.
15. Coordinate new hires, gate clearance, ID, and telephone codes.

## Qualifications

---

1. At least 2 years of administrative experience or the equivalent of education and experience.
2. Must possess a good working knowledge of all Microsoft Office applications, including: Word, Excel, Outlook and PowerPoint.
3. Ability to gather data, compile information and prepare reports.
4. Ability to communicate effectively, both orally and in writing; ability to maintain calendars and schedule appointments.
5. Ability to divide attention among several tasks and to prioritize tasks.
6. Satisfactory background investigation report.

**Disclaimer:** The essential duties listed are representative of the major duties of this job. Specific duties and responsibilities may vary based upon departmental needs. Other duties may be assigned similar to the above, consistent with the knowledge, skills and abilities required for the job. Not all of the duties may be assigned to a position.



## Job Description

**JOB TITLE:** Administrative Assistant

**JOB CODE:** 8311A

**CONTRACT:** Coxsackie Correctional Facility

## Physical Requirements

Employees must be able to perform the following:

1. Required to exert up to 35 pounds of force to lift, carry, push, pull, or otherwise move objects.
2. Required to kneel, stoop, crouch and/or crawl occasionally.
3. Occasionally walking throughout site; to include walking up and down flights of stairs.
4. Must be able to perform repetitive tasks using arms, hands, and wrists.
5. Long periods sitting, typing and reading from a computer screen may be required.
6. Required to adhere to safety and security policies and participation in disaster drills.
7. Ability to handle and respond to stressful situations in a taxing environment.

## Work Environment

Correctional officers provide security; however, some degree of risk of verbal and physical assault from inmates exists. As in any healthcare setting, employees may be exposed to communicable and/or infectious diseases. Inside work with periodic traveling (inter and intra state) to other locations with exposure to weather, temperature extremes and hazardous road conditions. Frequent standing and walking while presenting or performing job duties.

## Employee Signature

**I have read and acknowledge full understanding of this job description.**

Employee Signature \_\_\_\_\_

\_\_\_\_\_ Date

Employee Printed Name \_\_\_\_\_

☐ ORIGINAL: Employee Personnel File

**Disclaimer:** The essential duties listed are representative of the major duties of this job. Specific duties and responsibilities may vary based upon departmental needs. Other duties may be assigned similar to the above, consistent with the knowledge, skills and abilities required for the job. Not all of the duties may be assigned to a position.

Last Revision: 11.17.16



## Job Description

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**JOB TITLE:** Assistant Director of Nursing (ADON)

**JOB CODE:** 8715A

**CONTRACT:** Coxsackie Correctional Facility

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## Job Summary

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Direct the provision of healthcare to inmates by professional and paraprofessional nursing staff via interaction with their Charge Nurses and clinical staff. Interacts with a variety of healthcare professionals, corrections/administrative staff to achieve the goals of the nursing department and fulfill contractual requirements.

## Job Duties

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1. Functions as the senior clinical nurse for their respective area of responsibility. Supervises the delivery of nursing services provided to the inmates within their areas of responsibility on a daily basis.
2. Provides a monthly staffing schedule one month in advance to their HSA and the DON, works with the Charge Nurses to adjust their daily personnel needs, provides any personnel changes to include call outs, scheduling trades, etc., to the HSA and the DON.
3. Ensures that each area of clinical responsibility provides the state required data to Infection Control in a timely manner.
4. Accomplishes a random chart review in each area of clinical responsibility on a monthly basis for CQI, fills out the appropriate CQI forms (5 to 10 charts per site), and forwards the completed forms to the DON.
5. Assist to Answer inmate grievances in a timely and complete manner
6. Puts into operation and enforces current policies and procedures, makes recommendations to the DON for any updates or changes needed in the policies and procedures.
7. Ensures new staff is scheduled for proper orientation prior to routine staffing assignments.
8. Responsible to coach and counsel employees in accordance with the Corizon Health success guide
9. Responsible for planning and holding monthly staff meetings completing an agenda and minutes for each meeting.

## Qualifications

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1. Graduate of an accredited School of Nursing
2. Valid New York State Registered Nurse (RN) License
3. A minimum of two (2) years of experience in nursing management and administration, preferably acute and long term experience.
4. Current CPR Certification. Capable of maintaining ongoing security clearance requirements.

**Disclaimer:** The essential duties listed are representative of the major duties of this job. Specific duties and responsibilities may vary based upon departmental needs. Other duties may be assigned similar to the above, consistent with the knowledge, skills and abilities required for the job. Not all of the duties may be assigned to a position.

## **Job Description**

---

**JOB TITLE:** Assistant Director of Nursing (ADON)

**JOB CODE:** 8715A

**CONTRACT:** Coxsackie Correctional Facility

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### **Physical Requirements**

---

Employees must be able to perform the following:

1. Required to exert no more than 35 pounds of force to lift, carry, push, pull, or otherwise move objects including the human body.
2. Required to kneel, stoop, crouch and/or crawl occasionally.
3. Frequent walking throughout site; to include walking up and down flights of stairs.
4. Must have and maintain sufficient strength, agility, and endurance to perform during stressful (physical, mental and emotional) situations encountered on the job.
5. Occasional running when responding to emergencies must be able to perform BLS.

### **Work Environment**

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Correctional officers provide security; however, some degree of risk of verbal and physical assault from inmates exists. As in any healthcare setting, employees may be exposed to communicable and/or infectious diseases. Inside work with periodic traveling (inter and intra state) to other locations with exposure to weather, temperature extremes and hazardous road conditions. Frequent standing and walking while presenting or performing job duties. Adheres to site/contract specific on-call requirements.

### **Contract Specific Job Duties/Post Assignment**

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The Assistant Director of Nursing is responsible for meeting the Department of Corrections Health Care standards, New York State Department of Health Standards for Nursing, American Nurses' Association Standards of Practice and policies and procedures of the Regional Medical Unit and Corizon Health.

### **Employee Signature**

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**I have read and acknowledge full understanding of this job description.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Printed Name

☐ ORIGINAL: Employee Personnel File

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Last Revision: 11.18.16

## Job Description

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**JOB TITLE:** Certified Nurse Assistant

**JOB CODE:** 8776A

**CONTRACT:** Coxsackie Correctional Facility

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## Job Summary

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Assists Medical Practitioners and Nurses to meet health care needs of patients.

## Job Duties

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1. Takes vital signs, height and weight.
2. Assists with EKGs
3. Measures and records intake and output.
4. Assists with patient treatments such as dressing changes, decubitus ulcer, tracheostomy care, daily hygiene, feeding and ambulating.
5. Identifies and facilitates adequate patient care supplies needed on the unit.
6. Answers patient call lights timely and appropriately as needed.
7. Assist patients to appropriate medical appointments, clinic, monthly evaluations, or outside trips.
8. Answers telephone, take messages, routing calls to appropriately as needed
9. Adheres to safety and security policies and participates in disaster drills.
10. Performs all duties as assigned by Team Lead, Charge Nurse, or Nursing Supervisor within scope of practice.
11. Follows security regulations for keys, and sharps.

## Qualifications

---

1. High school graduate or equivalent.
2. Current New York State DOH Certified Nursing Assistant Credentials. Subject to initial and ongoing security clearance requirements.
3. One (1) year experience preferred.
4. Maintain current BLS certification

## Physical Requirements

---

Employees must be able to perform the following:

1. Required to exert up to 35 pounds of force to lift, carry, push, pull, or otherwise move objects including the human body.
2. Required to kneel, stoop, crouch and/or crawl occasionally.
3. Frequent walking throughout site; to include walking up and down flights of stairs.
4. Must have and maintain sufficient strength, agility, and endurance to perform during stressful (physical, mental and emotional) situations encountered on the job.
5. Occasional running when responding to emergencies; must be able to perform BLS.

## Work Environment

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**Disclaimer:** The essential duties listed are representative of the major duties of this job. Specific duties and responsibilities may vary based upon departmental needs. Other duties may be assigned similar to the above, consistent with the knowledge, skills and abilities required for the job. Not all of the duties may be assigned to a position.

## Job Description

---

**JOB TITLE:** Certified Nurse Assistant

**JOB CODE:** 8776A

**CONTRACT:** Coxsackie Correctional Facility

---

Correctional officers provide security; however, some degree of risk of verbal and physical assault from inmates exists. As in any healthcare setting, employees may be exposed to communicable and/or infectious diseases. Inside work with periodic traveling (inter and intra state) to other locations with exposure to weather, temperature extremes and hazardous road conditions. Frequent standing and walking while presenting or performing job duties. Adheres to site/contract specific on-call requirements.

### **Contract Specific Job Duties/Post Assignment**

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1. Assists patient's with meals according to plan of care, dispenses and gathers meal trays from room notating amount of ingested.
2. Aids with lifting and transferring patients using available devices and good body mechanics.

### **Employee Signature**

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**I have read and acknowledge full understanding of this job description.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Printed Name

☐ ORIGINAL: Employee Personnel File

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Last Revision: 8.1.15

## Job Description

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**JOB TITLE:** Secretary/Administrative Assistant

**JOB CODE:** 8310A

**CONTRACT TITLE:** Clinical Support Secretary

**CONTRACT:** Cocksackie Correctional Facility

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## Job Summary

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Perform general administrative office assignments, and functions as a communications link to and within the healthcare unit as appropriate.

## Job Duties

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1. Process correspondence in a timely and systematic manner.
2. Compile and prepare reports and documents accurately.
3. Classify and file all documents to be maintained in the office in a retrievable system.
4. Schedule meetings, appointments and work assignments to meet or exceed deadlines.
5. Communicate effectively and demonstrate respect, concern and courtesy in all interpersonal communications.
6. Monitors supplies, equipment and services required in the healthcare unit.
7. Maintain skills and continue professional development to enhance the operations and image of the organization.
8. Adhere to personnel policies to enhance the operation of the healthcare unit.
9. Prepare clinical and operational reports as requested.
10. Record and transcribe committee and other meeting minutes and prepare action item lists as requested.
11. Compile projects and reports from other healthcare staff as assigned by the Health Services Administrator.
12. Prepares documents for monthly orientation to include essential human resources forms and other training documents.
13. Coordinate new hires, gate clearance, ID, and telephone codes.

## Qualifications

---

1. At least 2 years of administrative experience or the equivalent of education and experience.
2. Must possess a good working knowledge of all Microsoft Office applications, including: Word, Excel, Outlook and PowerPoint.
3. Ability to gather data, compile information and prepare reports.
4. Ability to communicate effectively, both orally and in writing; ability to maintain calendars and schedule appointments.
5. Ability to divide attention among several tasks and to prioritize tasks.
6. Satisfactory background investigation report.

## Physical Requirements

---

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## Job Description

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**JOB TITLE:** Secretary/Administrative Assistant

**JOB CODE:** 8310A

**CONTRACT TITLE:** Clinical Support Secretary

**CONTRACT:** Cossackie Correctional Facility

---

Employees must be able to perform the following:

1. Required to exert up to 35 pounds of force to lift, carry, push, pull, or otherwise move objects.
2. Required to kneel, stoop, crouch and/or crawl occasionally.
3. Occasionally walking throughout site; to include walking up and down flights of stairs.
4. Must be able to perform repetitive tasks using arms, hands, and wrists.
5. Long periods sitting, typing and reading from a computer screen may be required.
6. Required to adhere to safety and security policies and participation in disaster drills.
7. Ability to handle and respond to stressful situations in a taxing environment.

## Work Environment

---

Correctional officers provide security; however, some degree of risk of verbal and physical assault from inmates exists. As in any healthcare setting, employees may be exposed to communicable and/or infectious diseases. Inside work with periodic travelling (inter and intra state) to other locations with exposure to weather, temperature extremes and hazardous road conditions. Frequent standing and walking while presenting or performing job duties.

## Employee Signature

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**I have read and acknowledge full understanding of this job description.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Printed Name

☐ ORIGINAL: Employee Personnel File

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## Job Description

---

**JOB TITLE:** Director of Nursing (DON)

**JOB CODE:** 8710A

**CONTRACT:** Cocksackie Correctional Facility

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## Job Summary

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This is a supervisory nursing position working in a correctional setting in which nursing services are required on a 24 hour basis. Supervises and coordinates activities of nursing personnel in one or more patient care units. Verifies that patients' needs are met and evaluates unit nursing care and performance. Participates in planning of work of assigned units and coordinates activities with other patient units/departments. Plans and organizes training for unit staff members. Participates in guidance and educational programs.

## Job Duties

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1. Implements appropriate work structure and processes to accomplish goals for patient care specific to contract requirements and healthcare policy and procedures. Assists and supports professional and paraprofessional nursing staff in provision of patient care.
2. Participates in screening interviews with candidates for basic knowledge, skills and fit within the corrections environment. Coordinates and monitors orientation, in-service and continuing patient education for nursing and ancillary personnel to enhance performance levels.
3. Develops monthly schedule for nursing staff and nursing support staff and ensures that sufficient number of nursing staff are scheduled on each shift with the appropriate skill level.
4. Ensures nursing practice conforms to state licensure, accreditation and regulatory agency requirements in the clinical setting.
5. Acts as a liaison with other operating units, agencies and outside officials.
6. Ensures that nursing records are correctly maintained.
7. Demonstrates accountability for ensuring an environment where professional conflict resolution is valued
8. Demonstrates objectivity, thoroughness, insightfulness and probing behaviors when approaching problems.

## Qualifications

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1. Bachelor's degree in healthcare preferred
2. Three (3) years of experience in healthcare administration setting.
3. Active RN license in state where position is located with unrestricted/non probationary status. Specialty certification desired (i.e. CCHP, ACHE, etc.)

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## Job Description

**JOB TITLE:** Director of Nursing (DON)

**JOB CODE:** 8710A

**CONTRACT:** Coxsackie Correctional Facility

### Physical Requirements

Employees must be able to perform the following:

1. Required to exert up to 35 pounds of force to lift, carry, push, pull, or otherwise move objects including the human body.
2. Required to kneel, stoop, crouch and/or crawl occasionally. Frequent walking throughout site; to include walking up and down flights of stairs.
3. Must have and maintain sufficient strength, agility, and endurance to perform during stressful (physical, mental and emotional) situations encountered on the job.
4. Occasional running when responding to emergencies; must be able to perform BLS.

### Work Environment

Correctional officers provide security; however, some degree of risk of verbal and physical assault from inmates exists. As in any healthcare setting, employees may be exposed to communicable and/or infectious diseases. Inside work with periodic traveling (inter and intra state) to other locations with exposure to weather, temperature extremes and hazardous road conditions. Frequent standing and walking while presenting or performing job duties. Adheres to site/contract specific on-call requirements.

### Employee Signature

**I have read and acknowledge full understanding of this job description.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Printed Name

☐ ORIGINAL - Employee Personnel File

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Last Revision: 11.18.16

## Job Description

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**JOB TITLE:** Education Coordinator

**JOB CODE:** 8105A

**CONTRACT TITLE:** Patient Education Coordinator/Discharge Planner/Skin Risk Assessment Coordinator

**CONTRACT:** Coxsackie Correctional Facility

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## Job Summary

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Provides direction, organization, and coordination in implementing the skin risk assessment protocol and identification of patient's learning needs necessary for optimal wellness from admission to discharge. Coordinate necessary information, paperwork, supplies and referrals with social services for appropriate discharges.

## Job Duties

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1. Assure practice of patient care is in accordance with the American Nurses Association Standards of Practice, New York State Department Health standards, Department of Corrections Standards and the American Correctional Association.
2. Demonstrates the ability to manage daily responsibilities necessary to accomplish organizational goals and objectives.
3. Communicate information effectively to the health care team and patients
4. Collaborates with the interdisciplinary team to plan for providing care including attending weekly patient case conferences. Promote communication between staff, and other departments.
5. Facilitates skin risk assessment, providing guidance, implementation and monitoring of patient's identified at risk.
6. Processes orders for specialty equipment through proper channels, ensures timely receipt, patient distribution and education in use.
7. Coordinates assessment, planning and implementation of patient learning needs from admission to discharge.
8. Monitors documentation in patient's medical record of progress towards learning goals with measurable time frames as documented in the patient's plan of care.
9. In-service nursing staff to provide information and teaching tools
10. Coordinates patient group discussions/in-services geared to health promotion.
11. Provides monthly written report to DON/Administrator at designated time.
12. Participates in quality improvement program as needed for data gathering and assessment of studies.
13. Responsible to seek, obtain and distributes health promotion materials to patients.
14. Facilitates the discharge process, assisting staff to obtain supplies, coordinates patient teaching needs, assures proper paperwork and referrals are completed in coordination with social services.

## Qualifications

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1. High School diploma or equivalent education and experience.
2. Valid RN license in New York State.
3. At least one (1) year previous work experience preferred.
4. Satisfactory background investigation report.

**Disclaimer:** The essential duties listed are representative of the major duties of this job. Specific duties and responsibilities may vary based upon departmental needs. Other duties may be assigned similar to the above, consistent with the knowledge, skills and abilities required for the job. Not all of the duties may be assigned to a position.

## Job Description

---

**JOB TITLE:** Education Coordinator

**JOB CODE:** 8105A

**CONTRACT TITLE:** Patient Education Coordinator/Discharge Planner/Skin Risk Assessment Coordinator

**CONTRACT:** Cocksackie Correctional Facility

---

### Physical Requirements

---

Employees must be able to perform the following:

1. Required to exert up to 35 pounds of force to lift, carry, push, pull, or otherwise move objects.
2. Required to kneel, stoop, crouch and/or crawl occasionally.
3. Occasionally walking throughout site; to include walking up and down flights of stairs.
4. Must be able to perform repetitive tasks using arms, hands, and wrists.
5. Long periods sitting, typing and reading from a computer screen may be required.
6. Required to adhere to safety and security policies and participation in disaster drills.
7. Ability to handle and respond to stressful situations in a taxing environment.

### Work Environment

---

Correctional officers provide security; however, some degree of risk of verbal and physical assault from inmates exists. As in any healthcare setting, employees may be exposed to communicable and/or infectious diseases. Inside work with periodic traveling (inter and intra state) to other locations with exposure to weather, temperature extremes and hazardous road conditions. Frequent standing and walking while presenting or performing job duties.

### Employee Signature

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**I have read and acknowledge full understanding of this job description.**

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Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Printed Name

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## Job Description

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**JOB TITLE:** Health Services Administrator

**JOB CODE:** 8030A

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### Job Summary

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The Health Services Administrator (HSA) is the chief administrative manager of the on-site health services department. The HSA is accountable for the delivery of contract services and ensuring that Corizon is in compliance with all aspects of the client contract. The HSA is responsible for recruiting and hiring all personnel and accountable for interviewing and selecting contractual staff. In addition to managing the site budget, the HSA constructs and supervises an annual operational plan. The HSA is responsible for developing and maintaining positive, professional, collaborative relationships with clients (warden, supervisor, and/or equivalent client role) and ensuring customer satisfaction.

### Job Duties

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1. Manages the healthcare delivery system and coordinates with the other functions within the institution.
2. Manages the budget and financial performance of the site. Submits timely and accurate reports to supervisor and/or corporate office.
3. Develops and/or supervises the facility operational plan. Directs the activities of the assigned staff. Actively recruits new staff. Arranges interview process for potential staff including necessary collateral colleagues (i.e., Director of Nursing) and departments. Interfaces with Corizon Human Resources for the hiring and terminating of all site staff. Manages labor ensuring the site is staffed according to contractual commitments and supervises staff scheduling. Coordinates or participates in the interviewing and selection of Independent Contractors. Ensures orientation of new Corizon personnel by conducting or coordinating all initial new hire and annual orientation and training activities.
4. Ensures site utilization and compliance with all Corizon and applicable client systems and applications. Coordinates the Medical Audit Committee and facilitates the monthly meetings. Ensures compliance with ACA and/or NCCHC standards and Corizon clinical services and administrative policies and procedures.
5. Coordinates with Hospital Administrators and other external providers the delivery of services at hospitals or other external health services locations outside the institution. When appropriate, negotiates third party contracts for the institution.
6. Adheres to and enforces all safety and security policies and procedures and participates in and ensures compliance with applicable safety/emergency drills. Follows and enforces all security regulations, including but not limited to keys, sharps, and controlled medications.
7. Ensures annual performance evaluations are conducted and completed with all personnel, including peer reviews.

**Disclaimer:** The essential duties listed are representative of the major duties of this job. Specific duties and responsibilities may vary based upon departmental needs. Other duties may be assigned similar to the above, consistent with the knowledge, skills and abilities required for the job. Not all of the duties may be assigned to a position.

## Job Description

**JOB TITLE:** Health Services Administrator

**JOB CODE:** 8030A

### Qualifications

1. Bachelor's degree in healthcare administration/related field or Licensed Registered Nurse/Nurse Practitioner/Physician Assistant preferred.
2. Minimum of two (2) years of management experience in a healthcare setting necessary. Correctional healthcare experience preferred.
3. Subject to initial and ongoing security clearance requirements.
4. Occasional Travel required.

### Physical Requirements

Employees must be able to perform the following:

1. Required to exert up to 20 pounds of force to lift, carry, push, pull, or otherwise move objects.
2. Required to kneel, stoop, crouch and/or crawl occasionally.
3. Occasionally walking throughout site; to include walking up and down flights of stairs.
4. Must be able to perform repetitive tasks using arms, hands, and wrists.
5. Long periods sitting, typing and reading from a computer screen may be required.

### Work Environment

Correctional officers provide security; however, some degree of risk of verbal and physical assault from inmates exists. As in any healthcare setting, employees may be exposed to communicable and/or infectious diseases. Inside work with periodic traveling (inter and intra state) to other locations with exposure to weather, temperature extremes and hazardous road conditions. Frequent standing and walking while presenting or performing job duties. Adheres to site/contract specific on-call requirements.

### Employee Signature

**I have read and acknowledge full understanding of this job description.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Printed Name

☐ ORIGINAL: Employee Personnel File

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Last Revision: 8.1.15



## Job Description

---

**JOB TITLE:** Regional RN

**JOB CODE:** 8730A

**CONTRACT TITLE:** Infection Control Practitioner

**CONTRACT:** Cocksackie Correctional Facility

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## Job Summary

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Develop, plan, implement, monitor and evaluate the Infection Control Program. Responsible for overall management and coordination of the program in accordance with current regulations and published guidelines that govern such requirements. Provide surveillance in order to identify, investigate and record data concerning infections and initiate infection control measures as directed by the Infection Control Committee.

## Job Duties

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1. Maintain current knowledge of Corizon infection control and employee post exposure information developed by the corporate committee.
2. Develops, maintains and revises infection control precautions and procedures when revisions are published in reputable journals, advised by regulatory agencies (CDC, OSHA, NYSDOH or under the direction of Corizon.
3. On an annual basis do a risk assessment of facility (population served, main diagnosis, high risk procedures, State regulatory Requirements) to develop the surveillance program.
4. Complete annual TB assessment required by OSHA and Corizon and serves as the designated professional to monitor the TB Program.
5. Assess annually staff infection control needs to develop staff related infection control program, (Vaccinations, Exposures, Training, Regulatory requirements).
6. Performs surveillance on inmates and staff on an ongoing basis and formulates rates, reports and trends data. Reports communicable diseases to health department as required by state law.
7. Functions as the employee health nurse to monitor staff compliance with post offer physical exams work restrictions and immunizations as determined by regulatory agencies (DOH 415, -CDC immunization requirements) and Corizon policy. Provides direction on personal health issues as requested in relation to ability to work and required to maintain a safe working environment for staff and patients. Implement and monitor employee compliance to annual physical assessment, PPD testing and return to work policy.
8. Monitors staff compliance with established procedures as indicated by surveillance data. e.g. Hand washing, IV care, catheter care, Trach care, etc.)
9. Provide staff training per regulatory guidelines and as needed or indicated by surveillance data.
10. Evaluates environmental rounds, evaluating sanitation procedures and makes recommendations for corrective action.
11. Provides inmate education as needed regarding infectious diseases and assists in providing HIV counseling as indicated
12. Make recommendations and assist with product selection in relation to Infection Control issues.

**Disclaimer:** The essential duties listed are representative of the major duties of this job. Specific duties and responsibilities may vary based upon departmental needs. Other duties may be assigned similar to the above, consistent with the knowledge, skills and abilities required for the job. Not all of the duties may be assigned to a position.

## Job Description

---

**JOB TITLE:** Regional RN

**JOB CODE:** 8730A

**CONTRACT TITLE:** Infection Control Practitioner

**CONTRACT:** Cocksackie Correctional Facility

---

13. Participates in staff safety and QI committee meetings per facility policy and provides reports as requested.
14. Serves as chairman of the RMU Infection Control Committee

## Qualifications

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1. Graduate of an accredited School of Nursing.
2. Valid RN License in New York State.
3. A minimum of two (2) years of Infection Control experience.
4. Must possess working knowledge of Epidemiology, Infectious Disease, and Aseptic technique to include standard precautions.
5. Experience in quality improvement and staff development preferred.
6. Preferably knowledge in nursing and medical practices and procedures as well as laws, regulations and guidelines that pertain to long term care and infection control, to include: standard precautions, employee health and OSHA blood borne pathogen, post exposure and safety regulations.
7. Satisfactory background investigation report.

## Physical Requirements

---

Employees must be able to perform the following:

1. Required to exert up to 35 pounds of force to lift, carry, push, pull, or otherwise move objects.
2. Required to kneel, stoop, crouch and/or crawl occasionally.
3. Occasionally walking throughout site; to include walking up and down flights of stairs.
4. Must be able to perform repetitive tasks using arms, hands, and wrists.
5. Long periods sitting, typing and reading from a computer screen may be required.
6. Required to adhere to safety and security policies and participation in disaster drills.
7. Ability to handle and respond to stressful situations in a taxing environment.

## Work Environment

---

Correctional officers provide security; however, some degree of risk of verbal and physical assault from inmates exists. As in any healthcare setting, employees may be exposed to communicable and/or infectious diseases. Inside work with periodic traveling (inter and intra state) to other locations with exposure to weather, temperature extremes and hazardous road conditions. Frequent standing and walking while presenting or performing job duties.

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## Job Description

---

**JOB TITLE:** Regional RN

**JOB CODE:** 8730A

**CONTRACT TITLE:** Infection Control Practitioner

**CONTRACT:** Cocksackie Correctional Facility

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## Employee Signature

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**I have read and acknowledge full understanding of this job description.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Printed Name

☐ ORIGINAL: Employee Personnel File

**Disclaimer:** The essential duties listed are representative of the major duties of this job. Specific duties and responsibilities may vary based upon departmental needs. Other duties may be assigned similar to the above, consistent with the knowledge, skills and abilities required for the job. Not all of the duties may be assigned to a position.

Last Revision: 11.17.16

## Job Description

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**JOB TITLE:** LPN

**JOB CODE:** 8760A

**CONTRACT:** Cossackie Correctional Facility

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### Job Summary

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Delivers quality care that is consistent within the scope of practice as outlined by the local state nurse practice act for Licensed Practical/Vocational Nurses. Responsible for tasks, activities and functions as delegated and may make assignment of duties to others as defined in their state of practice act. Ensure that tasks, activities and functions assigned to others can safely be performed by the person receiving the assignment based on their educational preparation. Provides monitoring of tasks, activities and functions that are assigned to others to ensure proper understanding and completion.

### Job Duties

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1. Contributes to the assessment of the health status of patients.
2. Participates in the development and modification of a patient's plan of care.
3. Performs delegated tasks, activities and functions that are consistent with prior educational preparation and within scope of practice.
4. Provides direct basic care to assigned multiple clients within the structure of the healthcare program at their facility.
5. Provides safe and effective nursing care and assumes responsibility for the care delivered.
6. Implements patient education based on established teaching plans.
7. Utilizes a problem solving approach as the basis for their decision making.
8. Performs other nursing duties as assigned.

### QUALIFICATIONS

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1. Graduate from a Licensed Practical Nursing program.
2. Currently licensed as a Practical Nurse in New York State.
3. At least one (1) year of experience preferred.
4. Possesses an active CPR certification.
5. Remain knowledgeable about specific state laws and regulations governing practice.
6. Satisfactory completion of initial and annual clinical competencies to demonstrate aptitude as assigned by role.

### PHYSICAL REQUIREMENTS

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Employees must be able to perform the following:

1. Required to exert up to 35 pounds of force to lift, carry, push, pull, or otherwise move objects including the human body.
2. Required to kneel, stoop, crouch and/or crawl occasionally. Frequent walking throughout site; to include walking up and down flights of stairs.

**Disclaimer:** The essential duties listed are representative of the major duties of this job. Specific duties and responsibilities may vary based upon departmental needs. Other duties may be assigned similar to the above, consistent with the knowledge, skills and abilities required for the job. Not all of the duties may be assigned to a position.

## Job Description

**JOB TITLE:** LPN

**JOB CODE:** 8760A

**CONTRACT:** Cossackie Correctional Facility

3. Must have and maintain sufficient strength, agility, and endurance to perform during stressful (physical, mental and emotional) situations encountered on the job.
4. Occasional running when responding to emergencies; must be able to perform BLS.

### Contract Specific Job Duties/Post Assignment

1. Administers and documents medication and treatments as assigned on the Medication Administration Record and treatment record.
2. Responsible for the narcotic and sharps count and disposal and control of keys according to policies and applicable state laws.
3. Assist in patient teaching and ensures adequate forms are documented.
4. Renders nursing care under the supervision of a registered nurse in accordance with physician's orders recognized nursing standards and administrative policies.
5. Observes and reports symptoms and condition of patients.
6. Maintain accurate and complete records of nursing observation and care of patients' condition, medications, and treatments.
7. Initiates peripheral IV therapy as orders after obtaining certification in this procedure.
8. Ensure adequate supplies are ordered and present on the unit to care for patients.
9. Monitor function of patient care equipment; remove broken equipment from use and document need for repair.
10. After certification process performs phlebotomy and process blood specimens.
11. Assist in training of new personnel as assigned by ADON or designee.
12. Performs all duties as assigned by charge nurse or supervisor within scope of practice.

### SIGNATURE

**I have read and acknowledge full understanding of this job description.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Printed Name

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## Job Description

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**JOB TITLE:** Masters Level Social Worker

**JOB CODE:** 8922A

**CONTRACT:** Cocksackie Correctional Facility

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### Job Summary

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Involved in working with all disciplines to attain effectiveness in serving the patient population. Performs individual and group therapeutic interventions as appropriate. Performs administrative consults for specialized social services as determined by the specific needs of the Institution.

### Job Duties

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1. Provides therapeutic interventions on an individual and group basis as appropriate.
2. Assists in planning and implementing the goals and objectives of programs and projects. May direct special projects as requested.
3. Provides comprehensive social work to restore the individual to their maximum functioning capacity.
4. Provides the necessary preparation of documentation, necessary records and reports.
5. Participates in and conducts in-service programs, as well as assists in the orientation of new staff.
6. Attends staff meetings.
7. Responsible for the obtaining of information for comprehensive psychosocial history.
8. Performs other related duties at the request of the Program Director.

### Qualifications

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1. Graduation from a Masters level program in social work, accredited by the council for social work.
2. Minimum of two years employment in a social work capacity in a public or private agency or equivalent.
3. Must receive a satisfactory background investigation report.

### Physical Requirements

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Employees must be able to perform the following:

1. Required to exert up to 35 pounds of force to lift, carry, push, pull, or otherwise move objects including the human body.
2. Required to kneel, stoop, crouch and/or crawl occasionally. Frequent walking throughout site; to include walking up and down flights of stairs.
3. Must have and maintain sufficient strength, agility, and endurance to perform during stressful (physical, mental and emotional) situations encountered on the job.
4. Occasional running when responding to emergencies; must be able to perform BLS.

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## Job Description

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**JOB TITLE:** Masters Level Social Worker

**JOB CODE:** 8922A

**CONTRACT:** Coxsackie Correctional Facility

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## Work Environment

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Correctional officers provide security; however, some degree of risk of verbal and physical assault from inmates exists. As in any healthcare setting, employees may be exposed to communicable and/or infectious diseases. Inside work with periodic traveling (inter and intra state) to other locations with exposure to weather, temperature extremes and hazardous road conditions. Frequent standing and walking while presenting or performing job duties. Adheres to site/contract specific on-call requirements.

## Contract Specific Job Duties/Post Assignment

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1. Provides coordination with the Department of Corrections to facilitate patient/family interactions, parole board preparation and discharge planning.
2. Interviews patient within the first week of admission to obtain information about the home environment, family relationships and health history. Performs a psychosocial assessment and documents on approved forms.
3. Involves patients in identifying and understanding problems.
4. Explores available resources and services, consulting with other departments and services as needed.
5. Educates and supports patients regarding options and services available, including developing of discharge plans.
6. Provides for a multi-disciplinary approach to treatment plan, coordination with other medical staff and Office of Mental health personnel.
7. Coordinates care of patients with referring physician or agencies.
8. Assesses patient progress and modifies treatment program accordingly
9. Communication with family to further the effectiveness of treatment program including contact with next of kin for change in patient condition or hospitalization.
10. Maintains documentation of all case files including patient information, treatment plan, goal progress and outcomes.
11. Prepares periodic reports for work accomplished and complies specific statistical data.
12. Attend and participates in patient care conferences to discuss patient's care
13. Provides psychosocial support to terminally ill patients and their families in conjunction with the Hospice program
14. Coordinates family meetings to determine patient wishes regarding end of life health care decisions.
15. Participates in the RMU Hospice program as needed including teaching in area of expertise to patients, staff and hospice aids.
16. Conducts new employee orientation classes as well as annual mandatory training classes.
17. Participates in staff meetings and committee's as requested
18. Coordinates the RMU safety program acting as Corizon site Safety officer

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## Job Description

**JOB TITLE:** Masters Level Social Worker

**JOB CODE:** 8922A

**CONTRACT:** Coxsackie Correctional Facility

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- 19. Provides bereavement counseling for staff and patients on an as need basis
  - 20. Assists with pre-employment drug screen and post exposure counseling as needed, taking call when IFC unavailable.

## Employee Signature

**I have read and acknowledge full understanding of this job description**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Printed Name

☐ ORIGINAL: Employee Personnel File

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Last Revision: 11.28.16

## Job Description

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**JOB TITLE:** Medical Director

**JOB CODE:** 8438A

**CONTRACT:** Cocksackie Correctional Facility

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## Job Summary

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Serves as the responsible physician and health authority required by national standards. Provides overall supervision for clinical services for the site to ensure appropriate delivery of on site and off site necessary medical care.

## Job Duties

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1. Represents the facility as the health care authority to local and visiting officials.
2. Consult with medical providers in the community to resolve issues in delivering services to inmates.
3. Supervise the clinical services provided by the professional and paraprofessional staff.
4. Ensure and provide on-call services.
5. Annually review and approve clinical protocols, policies and procedures, and medical disaster plan.
6. Provide direction and assistance to the on-site quality improvement program as well as the corporate Continuous Quality and Safety Improvement program including review and action on inmate complaints, infection control, peer review and chart audits.
7. Manage referrals to outside healthcare facilities for appropriateness, quality, and continuity of care.
8. Serve as a professional resource and leader for all applicable clinical staff at the facility(s).
9. Assist in screening, interviewing, evaluating credentials and hiring of medical care providers.
10. Participate in in-service training classes. Represent the healthcare program in discussions with local civic groups or visiting officials as requested.
11. Attend medical, clinical and other meetings, as required.
12. Complete on call services as required.
13. Document all encounters in patient's Medical Record. Ensure all documentation is timed, legible and signed. Ensure all verbal or telephone orders are countersigned as required.
14. Adhere to approved formulary for therapeutic regimens before utilizing non-formulary procedure. Review all non-formulary requests to ensure documentation of pertinent observations and treatment conclusions.
15. Utilize available in-house resource personnel for treatment or resolution of identified problems before utilizing off-site referral.
16. Provide emergency treatment on-site and responds appropriately in urgent or emergency situations.
17. Ensure competence in proper technique for basic cardiopulmonary resuscitation and AED use.
18. Follow evidence base standards of medical care through adherence to existing policies and procedures.

## Qualifications

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## **Job Description**

---

**JOB TITLE:** Medical Director

**JOB CODE:** 8438A

**CONTRACT:** Cocksackie Correctional Facility

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1. Graduate of an accredited medical school
2. Fully licensed to practice medicine in New York State as a Physician.
3. Current DEA registration.
4. Preferable board certified or board eligible in primary care specialty (Family Practice, Pediatrics, Internal Medicine, Emergency Medicine, Public Health or Occupational Medicine) with administrative experience in corrections and/or managed healthcare delivery.
5. Preferred experience in long-term care, Hospice and HIV/AIDS treatment.

### **Physical Requirements**

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Employees must be able to perform the following:

1. Required to exert up to 35 pounds of force to lift, carry, push, pull, or otherwise move objects including the human body.
2. Required to kneel, stoop, crouch and/or crawl occasionally.
3. Frequent walking throughout site; to include walking up and down flights of stairs.
4. Must have and maintain sufficient strength, agility, and endurance to perform during stressful (physical, mental and emotional) situations encountered on the job.
5. Occasional running when responding to emergencies; must be able to perform BLS.

### **Work Environment**

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Correctional officers provide security; however, some degree of risk of verbal and physical assault from inmates exists. As in any healthcare setting, employees may be exposed to communicable and/or infectious diseases. Inside work with periodic traveling (inter and intra state) to other locations with exposure to weather, temperature extremes and hazardous road conditions. Frequent standing and walking while presenting or performing job duties. Adheres to site/contract specific on-call requirements.

### **Contract Specific Job Duties/Post Assignment**

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1. Chairs Pharmacy and Therapeutics committee and ensures compliance with prescription practices with state and federal regulations.
2. Actively participates in administrative and contractual meetings representing the medical department.

### **Employee Signature**

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**I have read and acknowledge full understanding of this job description.**

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Employee Signature \_\_\_\_\_

\_\_\_\_\_ Date

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## Job Description

---

**JOB TITLE:** Medical Director

**JOB CODE:** 8438A

**CONTRACT:** Cocksackie Correctional Facility

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Employee Printed Name

☐ ORIGINAL: Employee Personnel File

Contract

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## **Job Description**

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**JOB TITLE:** Medical Records Supervisor

**JOB CODE:** 8352A

**CONTRACT:** Coxsackie Correctional Facility

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## **Job Summary**

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Responsible for implementing and maintaining a standardized medical records system.

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## **Job Duties**

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1. Supervise all medical record activities and personnel pertinent to the assigned area. Assist in policy/procedure/system development. Implement established policies/procedures/systems to provide efficient medical record services.
2. Ensure medical record information confidentiality through appropriate release of medical record documentation. Ensure medical record availability.
3. Ensure that all medical record equipment is maintained. Prepare and submit supply/equipment requisitions for approval to Administrator.
4. Prepare and submit routine and special statistical reports.
5. Prepare and participate in inter and intra-departmental in service education programs.
6. Assure the timely, accurate transcription of dictated medical information. Assure medical record completion.
7. Carry-out defined standards, legal requirements and regulations of regulatory agencies, government authorities, professions, and Corizon.
8. Perform other tasks required to carry out functions of the Medical Record Department and the Health Care Unit as required.

## **Qualifications**

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1. Graduate of an approved Accredited Records Technician (ART) program. ICD-9 CM coding knowledge.
2. Minimum of (2)two years experience in medical records and one year of supervisory experience.
3. Subject to initial and ongoing security clearance requirements.

## **Physical Requirements**

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Employees must be able to perform the following:

1. Required to exert up to 35 pounds of force to lift, carry, push, pull, or otherwise move objects.
2. Required to kneel, stoop, crouch and/or crawl occasionally.
3. Occasionally walking throughout site; to include walking up and down flights of stairs.
4. Must be able to perform repetitive tasks using arms, hands, and wrists.
5. Long periods sitting, typing and reading from a computer screen may be required.

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## Job Description

**JOB TITLE:** Medical Records Supervisor

**JOB CODE:** 8352A

**CONTRACT:** Cocksackie Correctional Facility

### Work Environment

Correctional officers provide security; however, some degree of risk of verbal and physical assault from inmates exists. As in any healthcare setting, employees may be exposed to communicable and/or infectious diseases. Inside work with periodic traveling (inter and intra state) to other locations with exposure to weather, temperature extremes and hazardous road conditions. Frequent standing and walking while presenting or performing job duties. Adheres to site/contract specific on-call requirements.

### Contract Specific Job Duties/Post Assignment

1. Responsible for the management of the Unit Clerk position(s).
2. Chairs the monthly medical record's committee and conducts monthly medical records staff meetings.
3. Ensures the weekly trip schedule is developed and distributed accurately and timely.
4. Maintains inventory listing, evaluates and request repair of all office equipment.
5. Maintains form control and administers updates as needed.

### Employee Signature

**I have read and acknowledge full understanding of this job description.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Printed Name

☐ ORIGINAL: Employee Personnel File

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Last Revision: 11.28.16

## **Job Description**

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**JOB TITLE:** Medical Records Supervisor

**JOB CODE:** 8352A

**CONTRACT:** Cossackie Correctional Facility

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Contract

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Last Revision: 11.28.16

## Job Description

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**JOB TITLE:** Nurse Practitioner

**JOB CODE:** 8520A

**CONTRACT:** Coxsackie Correctional Facility

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### Job Summary

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Utilizes the medical model to meet a variety of healthcare needs of site inmate population. Works with a variety of healthcare professionals and security officers in a correctional environment. Provides basic medical services supervised by a licensed Physician.

### Job Duties

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1. Responds to and initiates care for medical emergencies.
2. Identifies inmate / patient health problems and prescribes treatment under direction of a physician.
3. Implements medical care utilizing therapeutic regimens approved by a Physician.
4. Provides education to inmate / patient, healthcare and correctional staff.
5. Documents all healthcare contacts.
6. Adheres to safety and security policies and participates in disaster drills. Follows security regulations for keys, sharps, and controlled medications.
7. Delegates to and supervises other team members as appropriate.
8. Adheres to Universal Precautions and other appropriate infection control practices.

### Qualifications

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1. Graduate of an accredited college/university Nurse Practitioner program with current certification / licensure in the state of employment.
2. Maintain an active GPR certification.

### Physical Requirements

---

Employees must be able to perform the following:

1. Required to exert up to 35 pounds of force to lift, carry, push, pull, or otherwise move objects including the human body.
2. Required to kneel, stoop, crouch and/or crawl occasionally. Frequent walking throughout site; to include walking up and down flights of stairs.
3. Must have and maintain sufficient strength, agility, and endurance to perform during stressful (physical, mental and emotional) situations encountered on the job.
4. Occasional running when responding to emergencies; must be able to perform BLS.

**Disclaimer:** The essential duties listed are representative of the major duties of this job. Specific duties and responsibilities may vary based upon departmental needs. Other duties may be assigned similar to the above, consistent with the knowledge, skills and abilities required for the job. Not all of the duties may be assigned to a position.

Last Revision: 12.06.16

## Job Description

---

**JOB TITLE:** Nurse Practitioner

**JOB CODE:** 8520A

**CONTRACT:** Coxsackie Correctional Facility

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## Work Environment

---

Correctional officers provide security; however, some degree of risk of verbal and physical assault from inmates exists. As in any healthcare setting, employees may be exposed to communicable and/or infectious diseases. Inside work with periodic traveling (inter and intra state) to other locations with exposure to weather, temperature extremes and hazardous road conditions. Frequent standing and walking while presenting or performing job duties. Adheres to site/contract specific on-call requirements.

## Contract Specific Job Duties/Post Assignment

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1. Provides direct and indirect basic medical care to meet physiological, psychosocial and emotional needs of the inmate-patient within the framework established by the correctional system.
  - A. Performs initial and follow-up assessments of inmate-patient in a variety of situations: such as initial assessment, emergency situations, and ongoing chronic care in collaboration with supervising physician and specialists. Performs or schedules laboratory and diagnostic procedures to determine health status as needed. Obtains histories and performs physical examinations to determine normal and abnormal adult health status. Communicates findings in a comprehensive and organized fashion verbally and in writing.
  - B. Identifies inmate-patient health problems and prescribes treatment based on diagnosis. Makes appropriate, timely referrals and initiates treatments based on institutional policies and procedures, and physician direction. Documents health problems and plan of care appropriately.
  - C. Implements medical care in a knowledgeable, safe and cost-effective manner, utilizing therapeutic regimens approved by the physician and in accordance with established regulations, policies and procedures. Identifies the educational components of treatment regimens and provides inmate-patient education. Documents medical care appropriately.
  - D. Evaluates and documents inmate-patient progress and response to medical interventions. Make referrals as necessary to the physician or other health team members.
2. Utilizes effective communication skills by demonstrating respect, concern and courtesy in all interpersonal relationships.
  - A. Communicates information in an accurate, concise and timely manner.
  - B. Protects confidentiality of information in written and verbal communications.
  - C. Participates in problem-solving activities of the healthcare team by attending unit meetings, utilizing positive interpersonal skills and appropriate channels to initiate change.
  - D. Maintains harmonious relationships with security, inmate-patients and members of the health care team.
3. Uses current knowledge to promote a safe environment for providing healthcare to inmate patient.

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Last Revision: 12.06.16

## Job Description

---

**JOB TITLE:** Nurse Practitioner

**JOB CODE:** 8520A

**CONTRACT:** Cossackie Correctional Facility

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- A. Maintains clinical area in clean, neat, safe manner.
  - B. Adheres to institution and medical unit infection control policies.
  - C. Understands and adheres to safe correctional healthcare practices and adheres to institutional security directives.
  - D. Adheres to environmental safety guidelines, policies and procedures. Participates in fire and disaster programs and drills as appropriate.
4. Maintains current professional skills and continues professional growth to enhance the practice of correctional health care and the image of the organization.
- A. Attends appropriate in-service and continuing education offerings to obtain and maintain necessary skills.
  - B. Participates in offering education to inmates, security officers and other members of the health care team.
  - C. Exhibits an ability to participate in the change process to support the organization and the health care unit.
  - D. Accepts assignments and extra duties with flexibility and willingness to participate.
  - E. Maintains membership in professional organizations as appropriate.
5. Adheres to personnel policies to enhance the operation of the healthcare unit.
- A. Conforms to dress code.
  - B. Adheres to attendance policy.
  - C. Reports to work at designated times.
  - D. Correctly utilizes and submits time adjustments according to policy.
6. Maintains required annual licensure and credentialing requirements for nurse practitioners in the health care unit.

### Employee Signature

**I have read and acknowledge full understanding of this job description.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Printed Name

☐ ORIGINAL: Employee Personnel File

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Last Revision: 12.06.16

## Job Description

**JOB TITLE:** Registered Nurse

**JOB CODE:** 8735A, 8720A, 8755A, 8756A, 8745A, 8759A

**CONTRACT:** Cocksackie Correctional Facility

## Job Summary

Deliver quality care that is consistent within the scope of practice as outlined by the local state nurse practice act for Registered Nurses. In accordance with local practice acts and regulations, delegates and ensures supervision of nursing activities and functions to other competent nursing personnel appropriate to their scope of practice. Assume responsibility and accountability for the quality of care delivered; works to ensure a safe environment for themselves, the patient and other staff members. Acts as a patient advocate that promotes the quality of health care delivered in the facility and serve as a leader at all times to promote best practices within the profession of nursing.

## Job Scope

A correctional healthcare Registered Nurse (RN) will provide care through a variety of correctional healthcare processes. Those key processes include: summary

1. Intake physical assessments – the RN is expected to conduct a thorough physical assessment to include obtaining a medical history and physical assessment for inmates entering the correctional facility. The focus of this activity is to identify conditions that would require immediate medical or mental health attention. This could include the need for structured detoxification for drugs and/or alcohol or other medical conditions of an urgent manner. This process requires strong physical assessment skills, the ability to interpret subjective and objective data, and well developed critical thinking and clinical communication skills.
2. Sick Call – the RN will provide routine care through nursing rounds and according to acuity. Meet face to face with the patient to address the concerns stated by the patient. This process requires strong physical assessment skills, the ability to interpret subjective and objective data, well developed critical thinking and clinical communication skills.
3. Medication Administration Program – the RN will be involved in all aspects of the medication administration program to include the transcription of provider orders, the ordering/obtaining of medication from the established pharmacy vendor or a local back-up pharmacy provider. As in any setting, the RN is expected to use knowledge, skill, and abilities to assess, plan, administer, evaluate and document medication care.. The RN will support the LPN medication nurses in medication control. Medication control is an extremely sensitive and vital part of the pharmacy program in a correctional setting and the RN is expected to exercise every caution to ensure pharmaceutical safety.
4. Emergency Care Response – the RN will be expected to respond appropriately to emergency situations that may occur in the Regional Medical Unit. The response could be for either inmate patients or staff members including correctional staff. As in any emergency response situation the nurse must be able to quickly and effectively assess the situation and the patient, make critical decisions, communicate as part of a response team (or independently in some situations) and see the response safely through until the hand-off of the patient to a higher level of care. The nurse must be proficient in the use of all emergency equipment including an AED and be

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## Job Description

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**JOB TITLE:** Registered Nurse

**JOB CODE:** 8735A, 8720A, 8755A, 8756A, 8745A, 8759A

**CONTRACT:** Coxsackie Correctional Facility

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able to effectively perform CPR. The RN will participate in the routine checking of emergency equipment and will document those checks on appropriate logs, etc.

5. Chronic Care Program – in the correctional setting inmates with chronic illness have a care plan developed that requires the nurse to be an involved partner in the tracking, treatment and education for this segment of the population. Formal involvement in the program is defined at the facility level. As in all patient encounters, the RN should seek to offer patient education and seek adherence compliance with care plan at all encounters with patients.
6. Infection Prevention – the RN will be expected to participate in all infection control and prevention activities as assigned. This includes participation in infection prevention and control program at the facility as assigned.
7. Training and Education – the RN is expected to participate in all training activities required by Corizon Health and the correctional facility where employed. An RN should take full responsibility for their competence and seek opportunities to further their skills and knowledge and be willing to share that knowledge with their colleagues. This also includes the RN completing all required orientation/onboarding, annual training and initial and on-going competency demonstrations.
8. Patient Education – the RN should seek to provide routine health education during every patient health care encounter. All education should be documented in the medical record (written or electronic).
9. Segregation Care – the RN will participate in the care of patients who are confined in segregated housing unit. These are patients who are isolated from the general population for various reasons.
10. Transfer Care – the RN will participate in the transferring of patients between correctional facilities. This includes preparing paperwork that provides full clinical information for a patient being transferred from their facility with a focus on continuity of care. The RN will also participate in accepting patients from other facilities and ensuring that all care needs and scheduled appointments are captured to ensure continuity of care.
11. Behavioral Health Care – the RN may participate in the care of the patients receiving mental health treatment. This may include screening for suicide, providing basic medical services to this population or being a direct participant in the mental healthcare program. In all situations, the RN should be aware at all times of signs and symptoms of mental illness and communicate concerns or care needs identified with appropriate members of the health care team.

### Expected Behaviors

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The Registered Nurse is expected to follow the guiding principles for professional practice as established by the American Nurses Association in the Scope and Practices of Practice for Correctional Nursing, Current Edition.

All Corizon Health Employees are expected to demonstrate behaviors consistent with our CorizonSMART values of Safety. Motivation. Accountability. Respect. Teamwork. Below are specific expectations for behaviors:

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## **Job Description**

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**JOB TITLE:** Registered Nurse

**JOB CODE:** 8735A, 8720A, 8755A, 8756A, 8745A, 8759A

**CONTRACT:** Cossackie Correctional Facility

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1. The RN's primary duties are the prevention of illness, health promotion and education, and restoration and maintenance of the health of patients.
2. The RN will be an integral member of the multi-disciplinary service team to ensure that the needs of patients are met.
3. The RN will take the responsibility for disease prevention and health promotion through education and self-care practices.
4. The RN will display professionalism, compassion, care, and concern in every patient encounter.
5. The RN will view each patient is viewed as having intrinsic value and will treat them with dignity and respect.
6. The RN will ensure that patient confidentiality and privacy are respected and preserved at all times.
7. The RN will work to ensure that each patient receives quality care that is efficient and medically necessary based on latest evidence based practice, scope and standards of practice, and clinical guidelines.
8. The RN's work will be guided by nursing leadership at the site, the regional, and the corporate level.

## **Qualifications**

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1. Graduate of an accredited School of Nursing.
2. Licensure as a Registered Nurse in the state of employment.
3. Possesses an active CPR certification.
4. Remains knowledgeable about specific state laws and regulations governing practice.
5. Satisfactory completion of initial and annual clinical competencies to demonstrate aptitude as assigned by role.

## **Physical Requirements**

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Employees must be able to perform the following:

1. Required to exert up to 35 pounds of force to lift, carry, push, pull, or otherwise move objects including the human body.
2. Required to kneel, stoop, crouch and/or crawl occasionally. Frequent walking throughout site; to include walking up and down flights of stairs.

**Disclaimer:** The essential duties listed are representative of the major duties of this job. Specific duties and responsibilities may vary based upon departmental needs. Other duties may be assigned similar to the above, consistent with the knowledge, skills and abilities required for the job. Not all of the duties may be assigned to a position.

## **Job Description**

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**JOB TITLE:** Registered Nurse

**JOB CODE:** 8735A, 8720A, 8755A, 8756A, 8745A, 8759A

**CONTRACT:** Cossackie Correctional Facility

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3. Must have and maintain sufficient strength, agility, and endurance to perform during stressful (physical, mental and emotional) situations encountered on the job.
4. Occasional running when responding to emergencies; must be able to perform BLS.

### **Work Environment**

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Correctional officers provide security; however, some degree of risk of verbal and physical assault from inmates exists. As in any healthcare setting, employees may be exposed to communicable and/or infectious diseases. Inside work with periodic traveling (inter and intra state) to other locations with exposure to weather, temperature extremes and hazardous road conditions. Frequent standing and walking while presenting or performing job duties. Adheres to site/contract specific on-call requirements.

### **Contract Specific Job Duties/Post Assignment**

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1. Performs nursing assessment and analyzes the assessment data to determine nursing diagnosis
2. Identifies expected outcomes individualized to each patient and develops a care plan to attain expected outcomes.
3. Implements the care plan and evaluates the patient's progress toward attainment of outcomes.
4. Systematically evaluates the quality and effectiveness of nursing practice.
5. Collaborates with the interdisciplinary team to plan for providing care.
6. Participates in weekly patient care conference as assigned
7. Acts as charge nurse as assigned.
8. Administers and documents medication and treatments as assigned on the Medication Administration Record and treatment record.
9. Responsible for the narcotic and sharps count and disposal and control of keys according to policies and applicable state laws if the designated shift medication nurse.
10. Maintains accurate and complete records of nursing observation and care of patients, their condition, medications and treatments
11. Initiates peripheral IV therapy as orders after obtaining certification in this procedure
12. Performs access and maintains central lines after certification in this process
13. Performs phlebotomy on patients according to medical orders.
14. Ensure adequate supplies are ordered and present on the unit to care for patients
15. Monitor function of patient care equipment; remove broken equipment from use and document need for repair.
16. Performs all duties as assigned by nursing supervisor, ADON, DON or designee within scope of practice.

**Disclaimer:** The essential duties listed are representative of the major duties of this job. Specific duties and responsibilities may vary based upon departmental needs. Other duties may be assigned similar to the above, consistent with the knowledge, skills and abilities required for the job. Not all of the duties may be assigned to a position.



## Job Description

---

**JOB TITLE:** Registered Nurse

**JOB CODE:** 8735A, 8720A, 8755A, 8756A, 8745A, 8759A

**CONTRACT:** Cocksackie Correctional Facility

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## Employee Signature

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**I have read and acknowledge full understanding of this job description.**

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\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Printed Name

☐ ORIGINAL: Employee Personnel File

Contract

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Last Revision: 11.23.16

## **Job Description**

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**JOB TITLE:** Registered Nurse Supervisor

**JOB CODE:** 8725A

**CONTRACT:** Coxsackie Correctional Facility

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## **Job Summary**

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Under the supervision of the Director of Nursing, administers the nursing program in the Healthcare Unit.

## **Job Duties**

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1. Under the direction of the Director of Nursing, assures practice of patient care is in accordance with the standards of the American Nurses Association Standards Practice, New York State Department of Health, Department of Corrections, American Correctional Association, and Corizon Health.
2. Participates in the recruitment and orientation of new nursing personnel. Actively participates in in-service training programs and staff meetings.
3. Develops and implements staffing plans based on patient acuity and skill mix required to achieve appropriate patient outcomes.
4. Collaborates with physicians and other members of the interdisciplinary team to develop and initiate health review.
5. Participate in the development and implementation of policies, procedures, rules and regulations of the Healthcare Unit; confers with the Director of Nursing in matters of policy and program development.
6. Supervises the preparation of records of nursing care and other treatments given patients. Plans and supervises the implementation of various nursing care techniques. Supervises the emergency medical care given in accordance with written policies of facility.
7. Serve as liaison between nursing staff and Director of Nursing to relay pertinent information, to serve as consultant with problem solving relative to improving healthcare delivery.
8. Responsible for security of medications, supplies and equipment. Other duties as assigned.

## **Qualifications**

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1. Graduate of an accredited School of Nursing
2. Three (3) years of progressively responsible professional experience; or BS in Nursing with two years of professional experience, or a Master's Degree with one year professional experience.
3. Licensure as a Registered Nurse in the state of employment.

**Disclaimer:** The essential duties listed are representative of the major duties of this job. Specific duties and responsibilities may vary based upon departmental needs. Other duties may be assigned similar to the above, consistent with the knowledge, skills and abilities required for the job. Not all of the duties may be assigned to a position.

## **Job Description**

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**JOB TITLE:** Registered Nurse Supervisor

**JOB CODE:** 8725A

**CONTRACT:** Cossackie Correctional Facility

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### **Physical Environment**

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Employees must be able to perform the following:

1. Required to exert up to 35 pounds of force to lift, carry, push, pull, or otherwise move objects including the human body.
2. Required to kneel, stoop, crouch and/or crawl occasionally.
3. Frequent walking throughout site; to include walking up and down flights of stairs.
4. Must have and maintain sufficient strength, agility, and endurance to perform during stressful (physical, mental and emotional) situations encountered on the job.
5. Occasional running when responding to emergencies; must be able to perform BLS.

### **Work Environment**

---

Correctional officers provide security; however, some degree of risk of verbal and physical assault from inmates exists. As in any healthcare setting, employees may be exposed to communicable and/or infectious diseases. Inside work with periodic traveling (inter and intra state) to other locations with exposure to weather, temperature extremes and hazardous road conditions. Frequent standing and walking while presenting or performing job duties. Adheres to site/contract specific on-call requirements.

### **Contract Specific Job Duties/Post Assignment**

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1. Participates in the quality assessment and improvement process as assigned.
2. Assists with staff performance appraisals and corrective action as requested by the DON

### **Employee Signature**

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**I have read and acknowledge full understanding of this job description.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Printed Name

☐ ORIGINAL: Employee Personnel File

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## Job Description

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**JOB TITLE:** Education Coordinator

**JOB CODE:** 8105A

**CONTRACT TITLE:** Staff Development & Pharmacy Coordinator

**CONTRACT:** Cossackie Correctional Facility

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## Job Summary

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Accountable for the development and coordination of educational programs for staff, which comply with standards, set by the Department of Health, Department of Corrections, ACA, Corizon, licensing requirements and applicable laws. Coordinates the investigation of pharmacy related events, monitoring quality issues related to medication, develop solutions and implement education including management of secured storage areas, controlled substance logging and distribution and pyxis management.

## Job Duties

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1. Responsible for identifying and managing the development of programs to meet employee continuing education requirements. Seeks opportunities for hands on training for staff.
2. Chairman of the monthly education meeting, providing direction and follow through.
3. Coordinates and participates in new employee orientation complying with Corizon and DOCCS orientation guidelines.
4. Coordinates CPR classes based on employee needs with AHA standards.
5. Maintains CPR instructor status
6. Develops and maintains educational database providing managers with quarterly reports on employee progress.
7. Participates in the quality assessment and improvement process.
8. Responsible to be knowledgeable and adhere to RN job description.
9. Performs additional duties as assigned by ADON, DON or designee within scope of practice.

### Pharmacy coordination

- Coordinates with pharmacy and staff quality occurrence reviews enabling resolutions in a timely manner.
- Maintain up to date item lists that ensure appropriate staff access, restocking and evaluation and updating as identified and approved through the pharmacy and therapeutic committee.

### Secured Storage:

- Coordinates with the unit staff to maintain adequate sharp par levels on the unit's biweekly and as needed.
- Identifies purchasing needs to maintain central sharps stock inventory, inventory according to policy and procedure and documents appropriately
- Coordinate with the unit staff to inventory and secure discontinued controlled substances and assist the DON to arrange for and supervise destruction.

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## Job Description

---

**JOB TITLE:** Education Coordinator

**JOB CODE:** 8105A

**CONTRACT TITLE:** Staff Development & Pharmacy Coordinator

**CONTRACT:** Cossackie Correctional Facility

---

- Adheres to NYSDOCCS directives and policies regarding controlled substances and sharps.

## Qualifications

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1. High School diploma or equivalent education and experience.
2. Valid RN license in New York State.
3. Experience in Med/Surg., long-term, and critical care.
4. Training experience preferred.
5. Satisfactory background investigation report.

## Physical Requirements

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Employees must be able to perform the following:

1. Required to exert up to 35 pounds of force to lift, carry, push, pull, or otherwise move objects.
2. Required to kneel, stoop, crouch and/or crawl occasionally.
3. Occasionally walking throughout site, to include walking up and down flights of stairs.
4. Must be able to perform repetitive tasks using arms, hands, and wrists.
5. Long periods sitting, typing and reading from a computer screen may be required.
6. Required to adhere to safety and security policies and participation in disaster drills.
7. Ability to handle and respond to stressful situations in a taxing environment.

## Work Environment

---

Correctional officers provide security; however, some degree of risk of verbal and physical assault from inmates exists. As in any healthcare setting, employees may be exposed to communicable and/or infectious diseases. Inside work with periodic traveling (inter and intra state) to other locations with exposure to weather, temperature extremes and hazardous road conditions. Frequent standing and walking while presenting or performing job duties.

## Employee Signature

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**I have read and acknowledge full understanding of this job description.**

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## Job Description

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**JOB TITLE:** Education Coordinator

**JOB CODE:** 8105A

**CONTRACT TITLE:** Staff Development & Pharmacy Coordinator

**CONTRACT:** Cossackie Correctional Facility

---

Employee Signature

Date

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Employee Printed Name

☐ ORIGINAL: Employee Personnel File

Contract

**Disclaimer:** The essential duties listed are representative of the major duties of this job. Specific duties and responsibilities may vary based upon departmental needs. Other duties may be assigned similar to the above, consistent with the knowledge, skills and abilities required for the job. Not all of the duties may be assigned to a position.

Last Revision: 11.28.16

## Job Description

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**JOB TITLE:** Accounting Clerk

**JOB CODE:** 8320A

**CONTRACT TITLE:** Storeroom/Billing Clerk

**CONTRACT:** Cocksackie Correctional Facility

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## Job Summary

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Performs general storeroom functions, ordering, stocking and invoicing supplies. Processes invoices for payment, assists in the administrative office, typing, filing and answering telephones.

## Job Duties

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1. Initiates purchase orders based upon purchase order requests or pre-established reorder points and selects appropriate vendor.
2. Receives supplies and checks for accuracy, damage, etc., and notifies vendor of discrepancies.
3. Maintains proper stock storage levels based on par levels established with the Administrator, adjusts and replenishes as needed.
4. Verifies and checks packing slips against invoices for receipt, pricing and discounts. Maintains complete purchasing records.
5. Responsible for record keeping, evaluating new product lines and carrying out assignments as directed by the RMU Administrator.
6. Completes periodic inventories of equipment and supplies quarterly and as directed.
7. Assists with monthly inventory verification for sharps inventory.
8. Maintain office supplies and reorders within a timely manner
9. Maintains paperwork par levels based on inventory par levels and orders from appropriate vendors
10. Maintains inventory and par levels of employee uniforms.
11. Updates daily census sheets, copies and distributes to assigned people
12. Copy and distributes 24-hour reports and administrative reports daily in the am.
13. Enter absences in the absentee log book
14. Track equipment location and need for repair, contact biomedical contractor and ensure equipment is returned to service in a timely manner
15. Complete computerized gate clearances as requested
16. Assist with visitor escorts as needed
17. Assist with other office clerical duties as assigned
18. Communicates effectively and demonstrates respect, concern and courtesy in all interpersonal communications.

## Qualifications

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1. High school graduate or equivalent
2. One (1) year experience in a health care environment preferred.
3. Proficient with computer applications
4. Subject to initial and ongoing security clearance requirements.

**Disclaimer:** The essential duties listed are representative of the major duties of this job. Specific duties and responsibilities may vary based upon departmental needs. Other duties may be assigned similar to the above, consistent with the knowledge, skills and abilities required for the job. Not all of the duties may be assigned to a position.

## Job Description

---

**JOB TITLE:** Accounting Clerk  
**JOB CODE:** 8320A  
**CONTRACT TITLE:** Storeroom/Billing Clerk  
**CONTRACT:** Cossackie Correctional Facility

---

## Physical Requirements

---

Employees must be able to perform the following:

1. Required to exert up to 35 pounds of force to lift, carry, push, pull, or otherwise move objects.
2. Required to kneel, stoop, crouch and/or crawl occasionally.
3. Occasionally walking throughout site; to include walking up and down flights of stairs
4. Must be able to perform repetitive tasks using arms, hands, and wrists.
5. Long periods sitting, typing and reading from a computer screen may be required.

## Work Environment

---

Correctional officers provide security; however, some degree of risk of verbal and physical assault from inmates exists. As in any healthcare setting, employees may be exposed to communicable and/or infectious diseases. Inside work with periodic traveling (inter and intra state) to other locations with exposure to weather, temperature extremes and hazardous road conditions. Frequent standing and walking while presenting or performing job duties. Adheres to site/contract specific on-call requirements.

## Employee Signature

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**I have read and acknowledge full understanding of this job description.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Printed Name

☐ ORIGINAL: Employee Personnel File

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## Job Description

---

**JOB TITLE:** Clerk

**JOB CODE:** 8360A

**POSITION TITLE:** Unit Clerk

**CONTRACT:** Coxsackie Correctional Facility

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## Job Summary

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Assists nursing staff at health care unit in clerical functions, including scheduling chronic clinic appointments, tracking test results and consultation reports, scheduling off-site appointments, etc. Also collects utilization data for monthly QI reports and assists in maintaining medical records, as needed.

## Job Duties

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1. Logs requests for off-sites and diagnostic studies. Maintains chronic clinic logs and ensures that appointments are scheduled according to DOCCS protocols.
2. Assists Nursing and other staff in issuing and tracking minor medical equipment (e.g. heating pads).
3. Collects data from ER logs, DNR, MOLST, Hospice logs, etc. for monthly QI reporting.
4. Coordinates scheduling of on-site specialty appointments (e.g. X-ray, physical therapy, medical-surgical subspecialties)
5. Answers telephone, takes messages and makes telephone calls, as needed. Types correspondence, reports or memorandums, as needed.
6. Maintains roster or appointment book based on scheduled appointments, both off-site and on-site, as needed.
7. Orders, receives and maintains office supplies.
8. Other duties as assigned.

## Qualifications

---

1. High school graduate or equivalent
2. One (1) year experience in a health care environment.
3. Proficient with computer applications
4. Subject to initial and ongoing security clearance requirements.

## Physical Requirements

---

Employees must be able to perform the following:

1. Required to exert up to 35 pounds of force to lift, carry, push, pull, or otherwise move objects.
2. Required to kneel, stoop, crouch and/or crawl occasionally.
3. Occasionally walking throughout site; to include walking up and down flights of stairs
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## Job Description

---

**JOB TITLE:** Clerk

**JOB CODE:** 8360A

**POSITION TITLE:** Unit Clerk

**CONTRACT:** Cocksackie Correctional Facility

---

## Contract Specific Job Duties/Post Assignment

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1. Long periods sitting, typing and reading from a computer screen may be required.
2. File daily in all currently used medical records.
3. Assure that charts are checked for completeness.
4. Release information at the direction of the Medical Records supervisor, Medical Director or Health Services Administrator.
5. Secure all active and inactive medical records.
6. Complete post clinic data entry in the FSH 1 system, record appointments on consult appointment log, follow-up on consults, check trip schedule daily and cancel consults when needed.
7. Maintains computer log for tracking DNR and Hospice patients and completes e-mail for admission and discharge
8. Sends E-mail: with all pertinent information to staff for Admissions, discharges, add on trips, ER trips and deaths.
9. Maintains daily unit census ensuring patient board is neat and correct, charts are labeled appropriately and the patient rooms are identified.
10. Data entry into the database per policy

## Work Environment

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Correctional officers provide security; however, some degree of risk of verbal and physical assault from inmates exists. As in any healthcare setting, employees may be exposed to communicable and/or infectious diseases. Inside work with periodic traveling (inter and intra state) to other locations with exposure to weather, temperature extremes and hazardous road conditions. Frequent standing and walking while presenting or performing job duties. Adheres to site/contract specific on-call requirements.

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**Job Description**

---

**JOB TITLE:** Clerk

**JOB CODE:** 8360A

**POSITION TITLE:** Unit Clerk

**CONTRACT:** Cocksackie Correctional Facility

---

**Employee Signature**

---

**I have read and acknowledge full understanding of this job description.**

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Employee Signature

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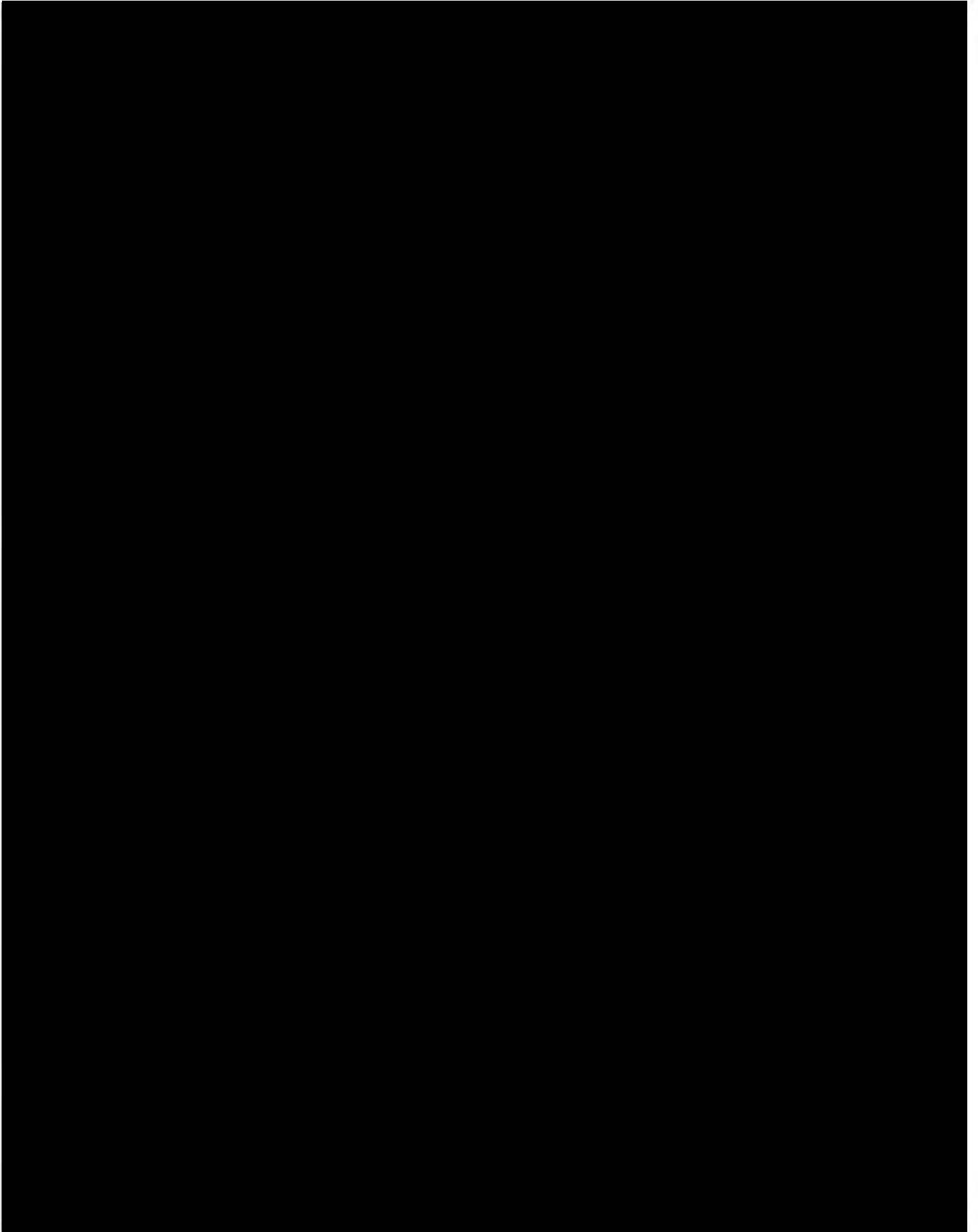
Last Revision: 11.28.16



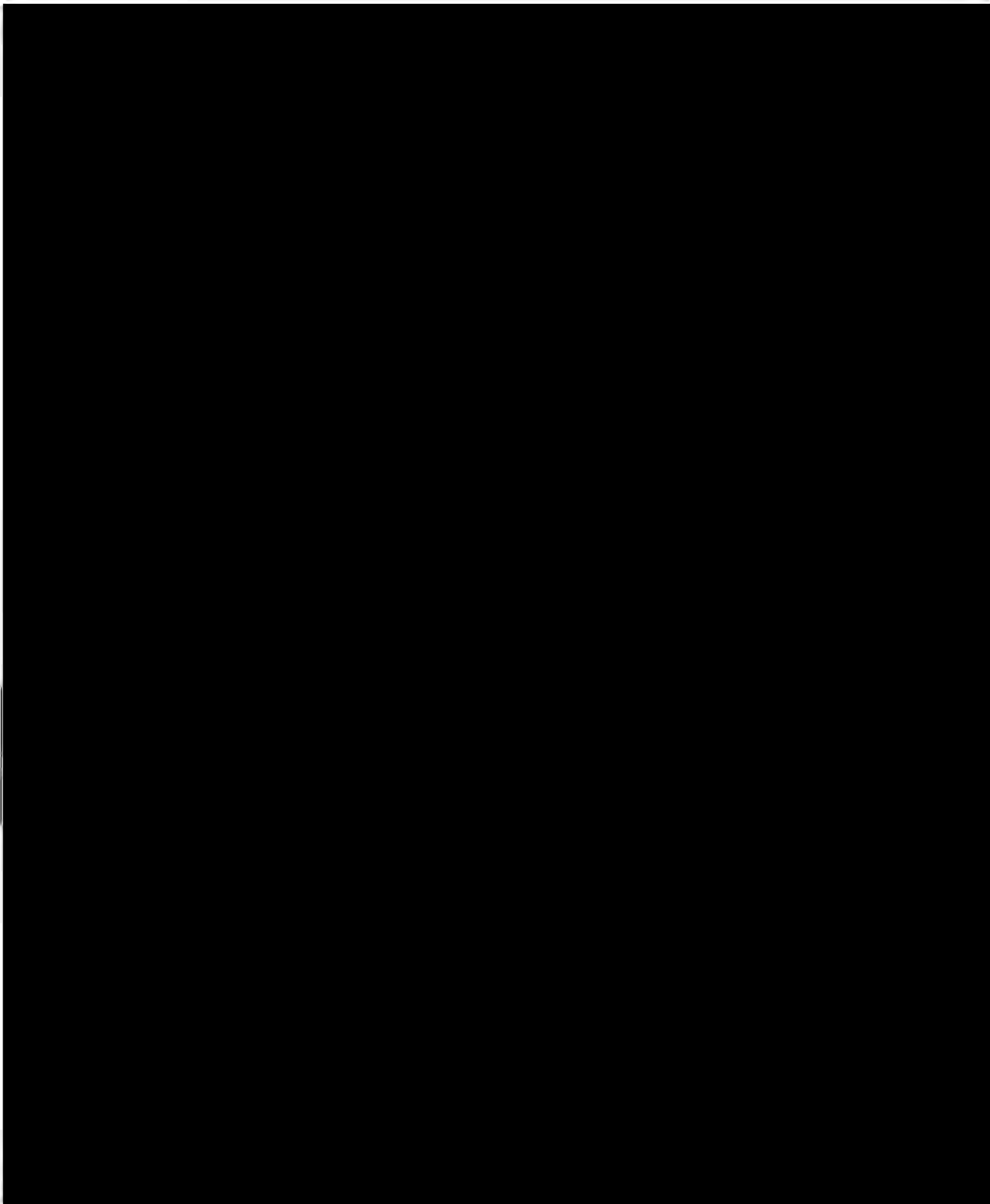
## D. Financial Statements

















The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The next section describes the methodology used in the study, including the data sources and the statistical techniques employed. The results of the study are then presented, followed by a discussion of the findings and their implications. The paper concludes with a summary of the main points and suggestions for future research.

The study was conducted using a quantitative research design. Data was collected from a sample of 100 participants. The data was then analyzed using statistical software. The results of the analysis are presented in the following table:

Variable	Mean	Standard Deviation
Variable 1	1.2	0.5
Variable 2	2.3	0.8
Variable 3	3.4	1.2
Variable 4	4.5	1.5
Variable 5	5.6	1.8

The results of the study indicate that there is a significant relationship between the variables. The findings suggest that the research has important implications for the field. Further research is needed to explore the relationship between the variables in more detail.

\_\_\_\_\_

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million, and the number of people aged 75 and over has increased from 4.5 million to 6.5 million (Office for National Statistics 2000). The number of people aged 65 and over is projected to increase to 16.5 million by 2020, and the number of people aged 75 and over to 8.5 million (Office for National Statistics 2000).

There is a growing awareness of the need to address the needs of older people in the UK. The Department of Health (1999) has published a strategy for older people, which sets out the government's commitment to improve the lives of older people. The strategy is based on the following principles:

- Older people should be able to live independently and actively.
- Older people should be able to access the services and support they need.
- Older people should be able to participate in the decisions that affect their lives.
- Older people should be able to live in a safe and secure environment.

The strategy also sets out a number of key objectives, including:

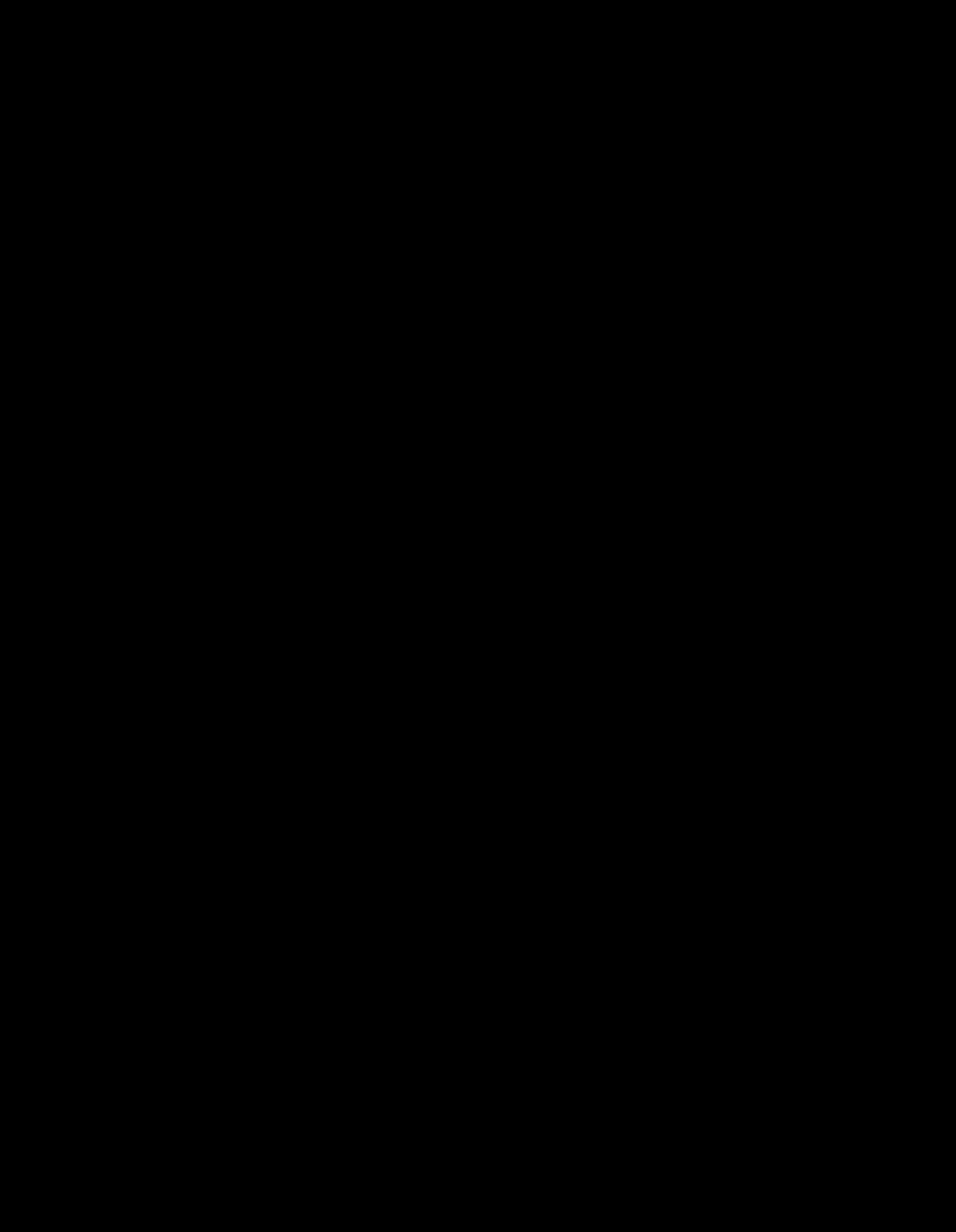
- To improve the health and well-being of older people.
- To improve the quality of life of older people.
- To improve the financial security of older people.
- To improve the housing of older people.
- To improve the transport of older people.

The strategy is a key document in the development of policy for older people in the UK. It provides a framework for the development of legislation, policy, and practice. It also provides a basis for the evaluation of the effectiveness of services and support for older people.

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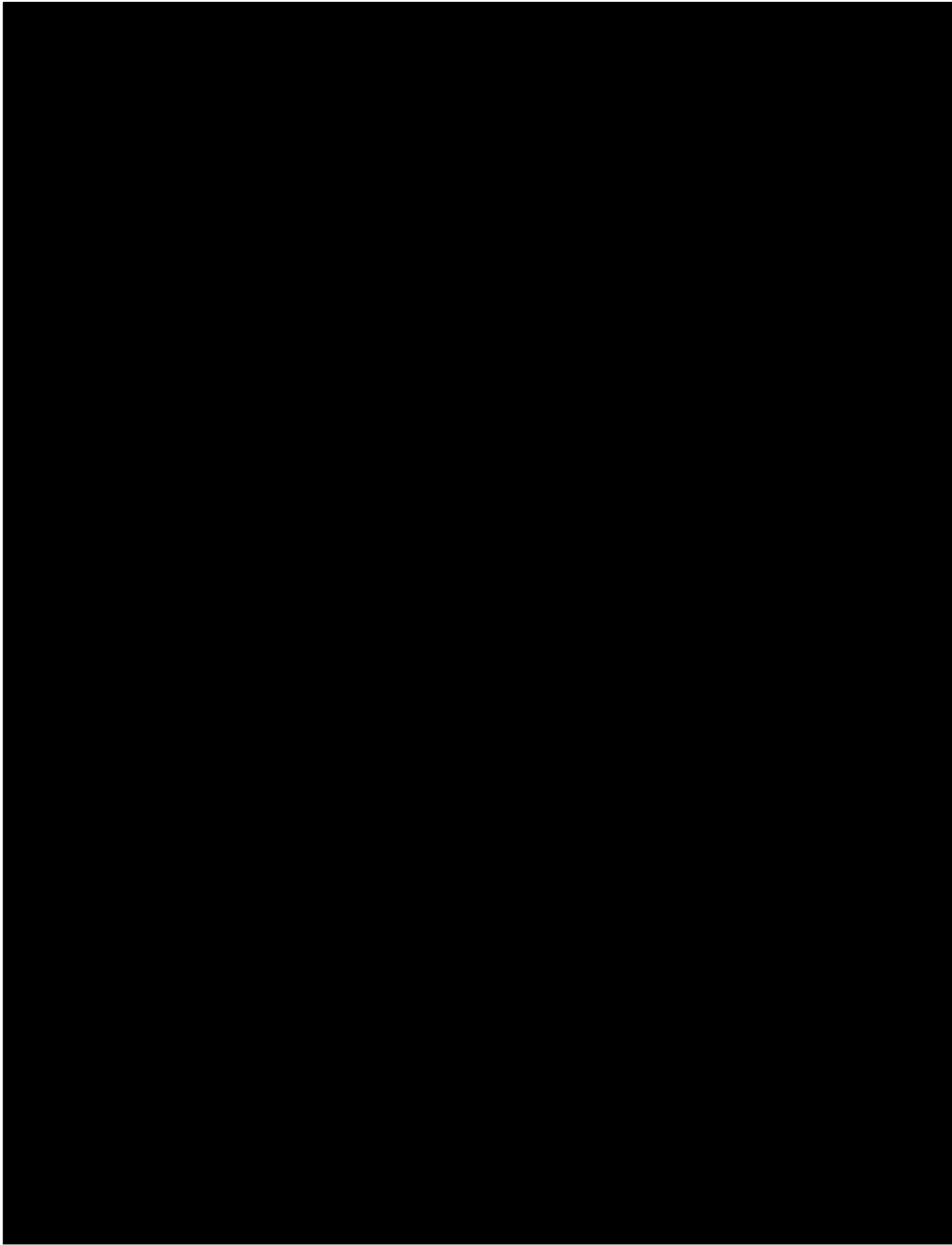












The first part of the paper discusses the importance of the research and the objectives of the study. It then moves on to a literature review, which provides a background on the topic and identifies the gaps in the existing research. The methodology section describes the research design, data collection, and analysis. The results section presents the findings of the study, and the conclusion summarizes the main points and offers suggestions for future research.

The research was conducted in a systematic and rigorous manner, following the principles of good research practice. The data was collected from a representative sample of the population, and the analysis was carried out using appropriate statistical methods. The results of the study are presented in a clear and concise manner, and the conclusions are based on the evidence gathered.

The study has several strengths, including a large sample size, a well-defined research design, and the use of appropriate statistical methods. However, there are also some limitations, such as the potential for bias in the sample and the fact that the study is cross-sectional. Despite these limitations, the study provides valuable insights into the topic and contributes to the existing knowledge in the field.

The findings of the study have important implications for practice and policy. They suggest that there is a need for further research in this area, and that the results can be used to inform decision-making and the development of interventions. The study also highlights the importance of considering the context and the needs of the population when conducting research.

In conclusion, the study provides a comprehensive and detailed analysis of the topic, and its findings are of significant value to the research community. The study is well-structured and easy to read, and it provides a clear and concise summary of the main points. The research is a valuable contribution to the field and is worth reading for anyone interested in the topic.



the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million, and the number of people aged 75 and over has increased from 4.5 million to 6.5 million (Office for National Statistics 2000).

There is a growing awareness of the need to address the needs of older people in the community. The Department of Health (1999) has published a strategy for older people, which sets out a vision for the future of older people's services. The strategy is based on the following principles: older people should be able to live independently in their own homes; older people should be able to access the services they need; and older people should be able to participate in the decisions that affect their lives.

The strategy also sets out a number of objectives for the future of older people's services. These include: to improve the quality of life of older people; to reduce the inequalities in health and social care between different groups of older people; to ensure that older people are able to access the services they need; and to ensure that older people are able to participate in the decisions that affect their lives.

The strategy is a key document for the development of older people's services in the UK. It sets out a vision for the future of older people's services, and provides a framework for the development of policies and practices to achieve this vision. The strategy is based on the following principles: older people should be able to live independently in their own homes; older people should be able to access the services they need; and older people should be able to participate in the decisions that affect their lives.

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the 1990s, the number of people in the world who are under 15 years of age has increased from 1.1 billion to 1.5 billion, and the number of people aged 65 and over has increased from 0.2 billion to 0.4 billion (United Nations, 1999).

There is a growing awareness of the need to address the needs of the young and the old. The United Nations has set out a series of goals for the 21st century, including the goal of 'improving the lives of the world's youth' (United Nations, 1999). The World Bank has also set out a series of goals for the 21st century, including the goal of 'improving the lives of the world's elderly' (World Bank, 1999).

The need to address the needs of the young and the old is a global issue. It is a challenge that we all face. We need to find ways to improve the lives of the young and the old, and to ensure that they are able to live in a world that is safe, secure, and prosperous. We need to find ways to address the needs of the young and the old, and to ensure that they are able to live in a world that is safe, secure, and prosperous.

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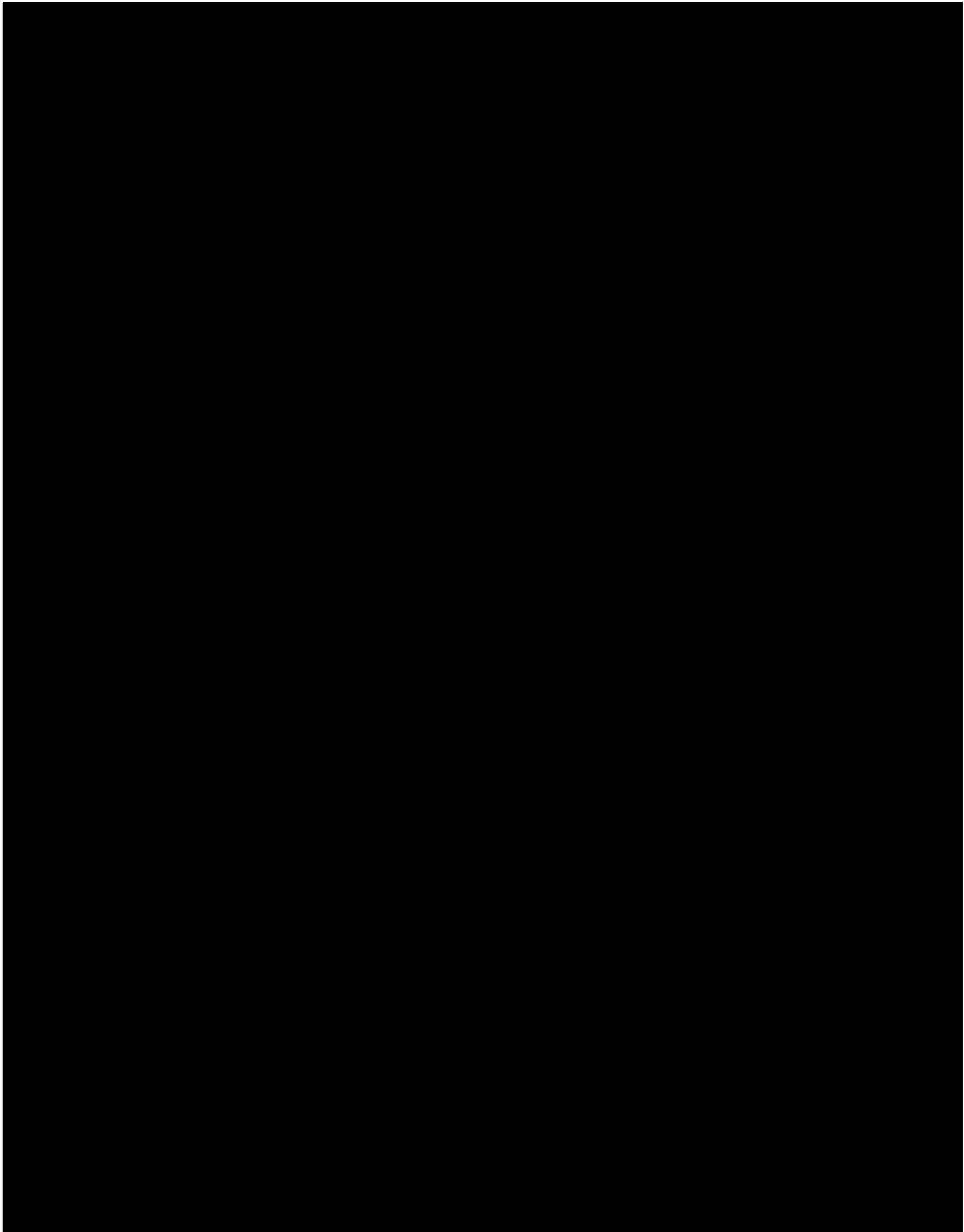
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There is a growing awareness of the need to address the needs of older people in the UK. The Department of Health (1999) has published a strategy for older people, which sets out a vision for a society in which older people are able to live well, and to contribute to society. The strategy is based on three pillars: health, social care, and housing. The Department of Health (1999) states that the strategy is based on the following principles:

- Older people should be able to live well, and to contribute to society.
- Older people should be able to live in their own homes, and to be supported to do so.
- Older people should be able to access the services and support that they need.

The strategy is based on the following objectives:

- To improve the health of older people.
- To improve the social care services available to older people.
- To improve the housing services available to older people.

The strategy is based on the following actions:

- To improve the health of older people.
- To improve the social care services available to older people.
- To improve the housing services available to older people.

The strategy is based on the following outcomes:

- To improve the health of older people.
- To improve the social care services available to older people.
- To improve the housing services available to older people.

[The following text is a dense, handwritten manuscript, likely a letter or a page from a book. It is written in a cursive script and is mostly illegible due to the quality of the scan. The text appears to be a continuous paragraph or a series of connected sentences. The handwriting is somewhat slanted and the ink is dark. There are some words that are more legible than others, but the overall content cannot be accurately transcribed.]



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There is a growing awareness of the need to address the needs of the young and the old. The United Nations (1999) has identified the need to address the needs of the young and the old as one of the eight Millennium Development Goals. The United Nations (1999) has also identified the need to address the needs of the young and the old as one of the eight Millennium Development Goals.

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The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The second part of the paper describes the methodology used in the study, including the data collection and analysis techniques. The third part of the paper presents the results of the study, and the fourth part discusses the conclusions and implications of the findings.

The research was conducted using a quantitative approach, and the data was collected from a sample of participants. The results of the study indicate that there is a significant relationship between the variables being studied. The findings suggest that the research has important implications for the field, and further research is needed to explore the topic in more detail.

In conclusion, the study has provided valuable insights into the research topic, and the findings have important implications for the field. The research was conducted using a rigorous methodology, and the results are reliable and valid. The findings suggest that the research has important implications for the field, and further research is needed to explore the topic in more detail.



The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The next section describes the methodology used in the study, including the data sources and the statistical techniques employed. The results of the study are then presented, followed by a discussion of the findings and their implications. The paper concludes with a summary of the main points and suggestions for further research.

The study was conducted using a quantitative research design. Data was collected from a sample of 100 participants. The data was then analyzed using statistical software. The results of the analysis are presented in the following table:

Variable	Mean	Standard Deviation
Variable 1	1.2	0.5
Variable 2	2.5	0.8
Variable 3	3.1	1.2
Variable 4	4.5	1.5
Variable 5	5.2	1.8

The results of the study indicate that there is a significant relationship between the variables. The findings suggest that the variables are interrelated and that the study has provided valuable insights into the topic. The implications of the study are discussed in the following section.

The study has several limitations. First, the sample size was relatively small, which may have affected the generalizability of the findings. Second, the study was cross-sectional, which means that it only provides a snapshot of the data at a single point in time. Finally, the study did not control for all possible confounding variables.

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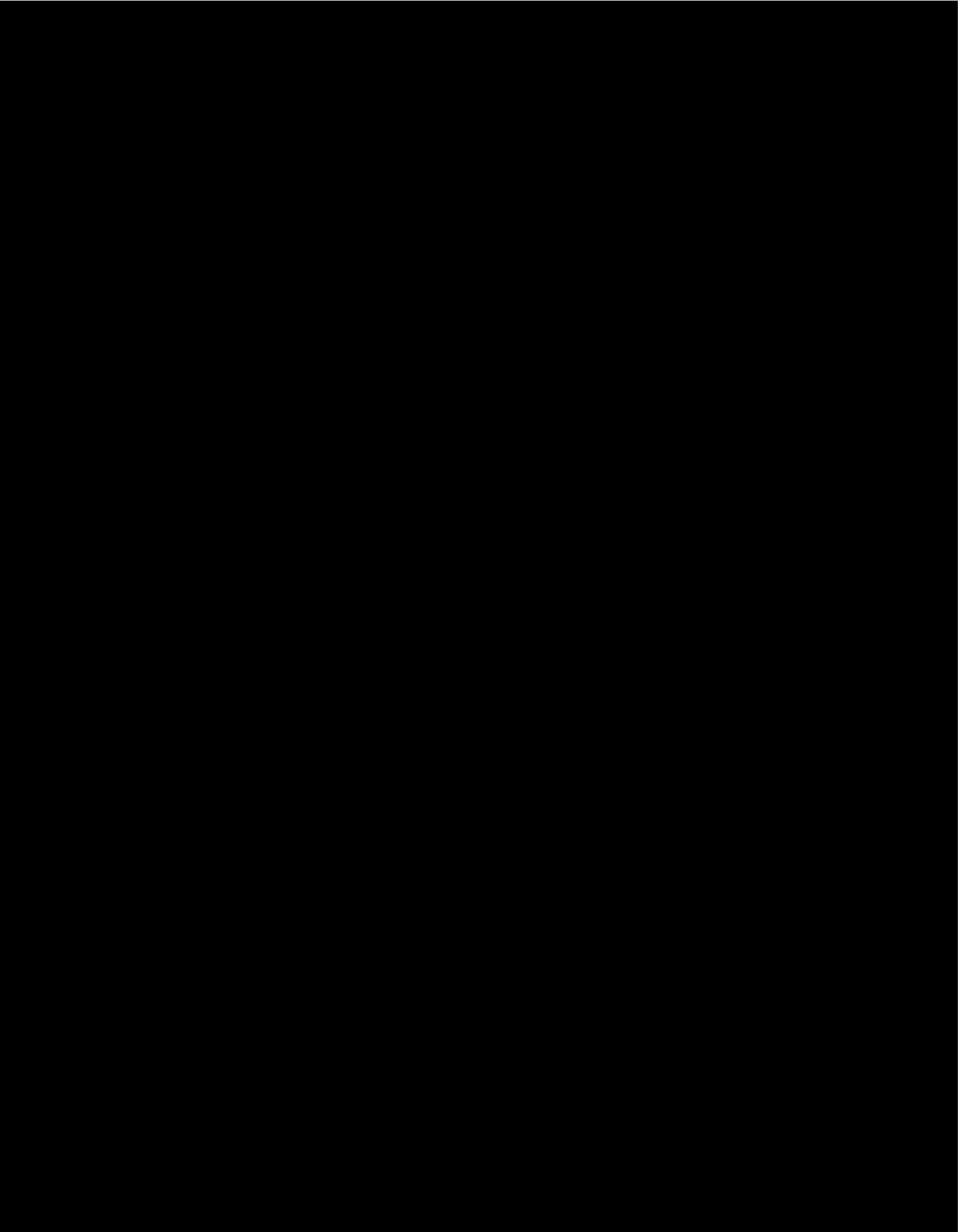
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The research was conducted using a quantitative approach, with data collected from a large sample of participants. The results show a significant positive correlation between the variables studied, indicating that the hypothesis was supported. The findings have important implications for the field and suggest that further research is needed to explore the underlying mechanisms.

In conclusion, the study provides valuable insights into the relationship between the variables and highlights the need for continued research in this area. The results are consistent with previous findings and offer new perspectives on the topic.



The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The methodology section describes the research design and the data collection process. The results section presents the findings of the study, and the conclusion section summarizes the main findings and provides recommendations for future research.

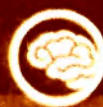
The study was conducted in a laboratory setting, and the data were collected using a series of experiments. The results of the experiments were analyzed using statistical methods, and the findings were compared with the results of previous studies. The study found that the research objectives were achieved, and the results were consistent with the findings of previous research.

The study has several limitations, and there are some areas for future research. The study was conducted in a laboratory setting, and the results may not be generalizable to real-world situations. Future research should focus on conducting field studies to investigate the research objectives in a more naturalistic setting.

In conclusion, the study has provided valuable insights into the research objectives, and the findings are consistent with the results of previous research. The study has identified several limitations, and there are some areas for future research. The study has provided a solid foundation for future research on the topic.



## **E.** **Staffing Plan**









**Proposed Staffing**  
**New York State Department of Corrections and Community Supervision**  
**Coxsackie Regional Medical Unit**

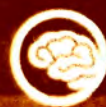
POSITION	Scheduled Hours							Hrs/ Wk	FTEs *
	Sun	Mon	Tue	Wed	Thu	Fri	Sat		
Day Shift									
Medical Director		8	8	8	8	8		40	1.00
Nurse Practitioner		24	24	24	24	24		120	3.00
Health Services Administrator		8	8	8	8	8		40	1.00
Director of Nursing		8	8	8	8	8		40	1.00
Assistant Director of Nursing		8	8	8	8	8		40	1.00
RN Supervisor	8						8	16	0.40
Registered Nurse (Charge)	16	16	16	16	16	16	16	112	2.80
Registered Nurse (RN)		16	8	8	8	8		48	1.20
RN - Regional		8	8	8	8	8		40	1.00
RN - Infection Control		8	8	8	8	8		40	1.00
Licensed Practice Nurse	16	32	32	32	32	32	16	192	4.80
Certified Nursing Assistant	32	48	48	48	48	48	32	304	7.60
Administrative Assistant		16	16	16	16	16		80	2.00
Medical Records Supervisor		8	8	8	8	8		40	1.00
Clerk		16	16	16	16	16		80	2.00
Accounting Clerk		8	8	8	8	8		40	1.00
Dietician		4	4	4	4	4		20	0.50
Education Coordinator		16	8	16	8	16		64	1.60
Master Social Worker		8	8	8	8	8		40	1.00
Evening Shift									
RN Supervisor	8	8	8	8	8	8	8	56	1.40
Registered Nurse (Charge)	16	16	16	16	16	16	16	112	2.80
Licensed Practice Nurse	16	16	16	16	16	16	16	112	2.80
Certified Nursing Assistant	32	32	32	32	32	32	32	224	5.60
Night Shift									
Registered Nurse (Charge)	16	16	16	16	16	16	16	112	2.80
Licensed Practice Nurse	16	16	16	16	16	16	16	112	2.80
Certified Nursing Assistant	32	32	32	32	32	32	32	224	5.60
TOTAL HOURS/FTEs per week									
	208	396	380	388	380	388	208	2,348	58.70
Day Shift Total									
	72	260	244	252	244	252	72	1,396	34.90
Evening Shift Total									
	72	72	72	72	72	72	72	504	12.60
Night Shift Total									
	64	64	64	64	64	64	64	448	11.20

\* FTE represents 2,080 annually inclusive of paid leave (sick, vacation, holiday, etc.)

Speech, Occupational and Physical Therapy provided under separate contract arrangement.



**F.**  
**CQI Agenda and Calendar**















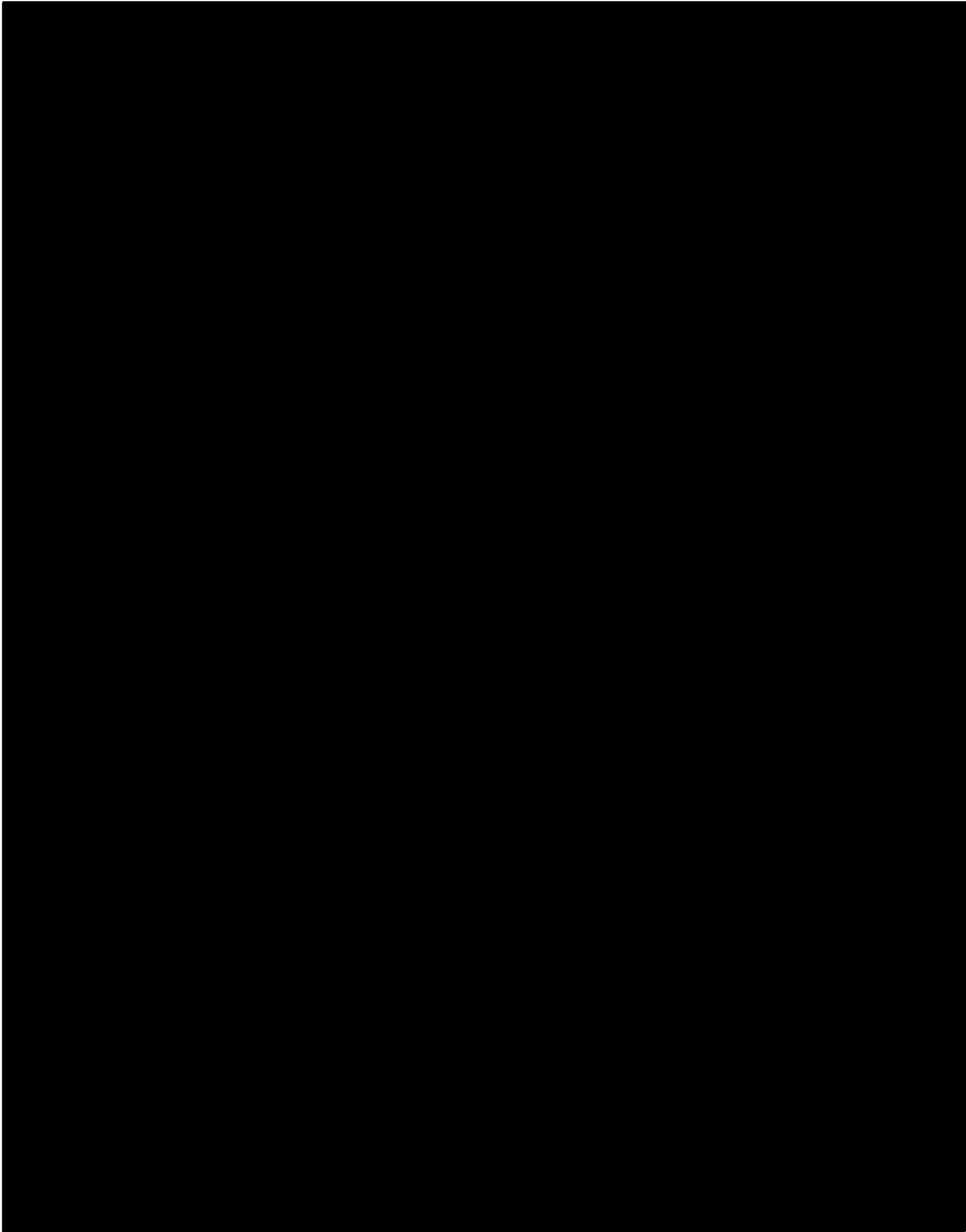
## **G.** **Sample Hospice Care Policies**











the 1990s, the number of people in the UK who are aged 65 and over has increased by 1.5 million, and the number of people aged 75 and over has increased by 1.2 million (Office of National Statistics 2000). The number of people aged 85 and over has increased by 0.5 million, and the number of people aged 90 and over has increased by 0.2 million (Office of National Statistics 2000).

There is a growing awareness of the need to address the needs of older people in the UK. The Department of Health (2000) has published a strategy for older people, which sets out the government's commitment to improve the lives of older people. The strategy is based on the following principles:

- Older people should be able to live independently and actively.
- Older people should be able to access the services and facilities they need.
- Older people should be able to participate in the decisions that affect their lives.
- Older people should be able to live in a safe and secure environment.

The strategy also sets out a number of key objectives, including:

- To improve the health and well-being of older people.
- To improve the quality of life of older people.
- To improve the financial security of older people.
- To improve the housing of older people.
- To improve the transport of older people.

The strategy also sets out a number of key actions, including:

- To improve the health and well-being of older people.
- To improve the quality of life of older people.
- To improve the financial security of older people.
- To improve the housing of older people.
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- To improve the financial security of older people.
- To improve the housing of older people.
- To improve the transport of older people.

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 12.5 million, and the number of people aged 75 and over has increased from 4.5 million to 6.5 million (Office for National Statistics 2000). The number of people aged 65 and over is projected to increase to 15.5 million by 2020, and the number of people aged 75 and over to 8.5 million (Office for National Statistics 2000).

There is a growing awareness of the need to address the needs of older people in the UK. The Department of Health (2000) has published a strategy for older people, which sets out the government's commitment to improve the lives of older people. The strategy is based on three main principles: (1) to ensure that older people have the opportunity to live independently and actively; (2) to ensure that older people have access to the services and support they need; and (3) to ensure that older people are treated with respect and dignity. The strategy is being implemented through a range of measures, including the development of new services and the improvement of existing ones.

One of the key areas of concern is the need to improve the lives of older people who are living in care homes. There is a growing awareness of the need to ensure that care homes are places where older people can live well. This means that care homes should provide a high quality of care and support, and should be places where older people can live independently and actively. The Department of Health (2000) has published a strategy for care homes, which sets out the government's commitment to improve the lives of older people living in care homes. The strategy is based on three main principles: (1) to ensure that care homes provide a high quality of care and support; (2) to ensure that care homes are places where older people can live independently and actively; and (3) to ensure that care homes are places where older people are treated with respect and dignity.

The strategy is being implemented through a range of measures, including the development of new services and the improvement of existing ones. One of the key measures is the development of new care homes. The Department of Health (2000) has set a target of 10,000 new care homes by 2010. This target is being achieved through a range of measures, including the development of new care homes and the improvement of existing ones. The Department of Health (2000) has also set a target of 10,000 new care homes by 2010. This target is being achieved through a range of measures, including the development of new care homes and the improvement of existing ones.

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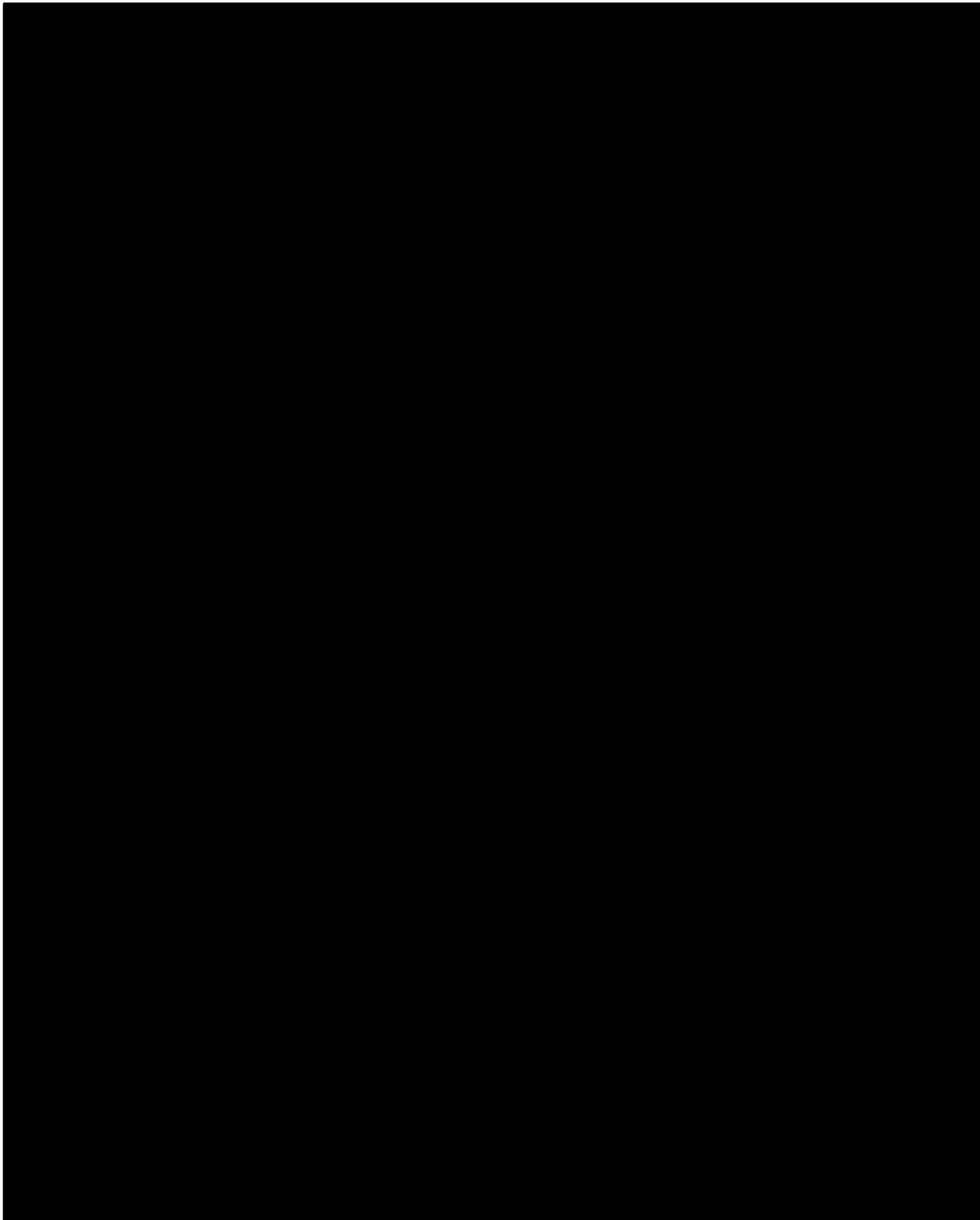
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**H.**  
**Wound Care Program  
Team Assessment,  
Algorithm and Skincare Policy**

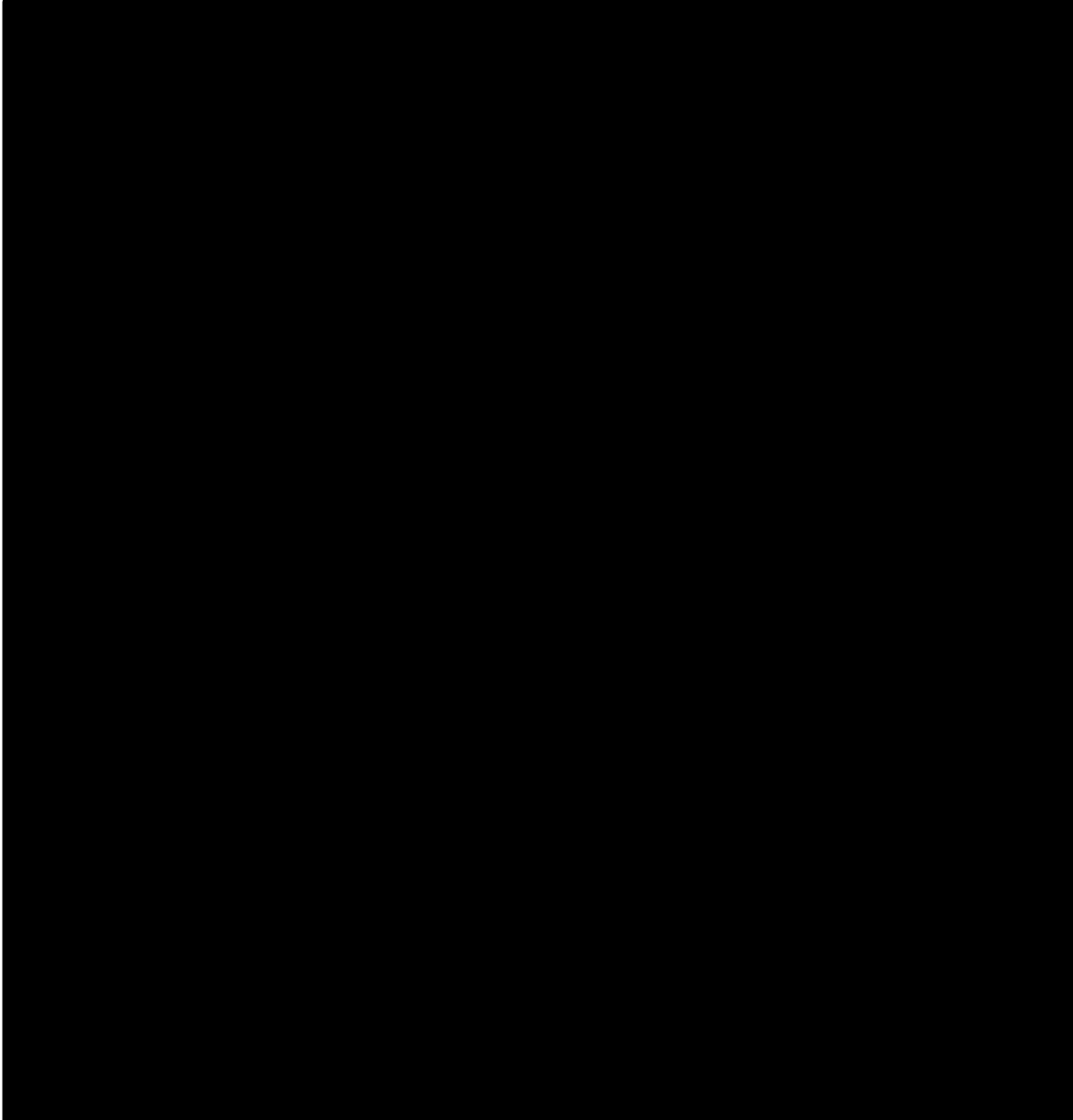








































# I. **Risk to Fall Policy and Safe Patient Handling Policy**















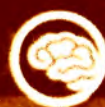








## J. **Orientation and Training**







# Corizon Health Orientation and Training

Corizon Health believes strongly in developing our staff in all aspects of their roles. So much so that one of our Strategic Initiatives includes focus on onboarding and its results.

Attention to job duties and accountabilities specific to correctional healthcare are discussed with new hires throughout the orientation process.

Contractual obligations and security processes are clarified during a new employee's first days. Our policies and procedures and training materials are based on the guidelines, directives, and policies of the NCCHC, ACA and the New York DOCCS.

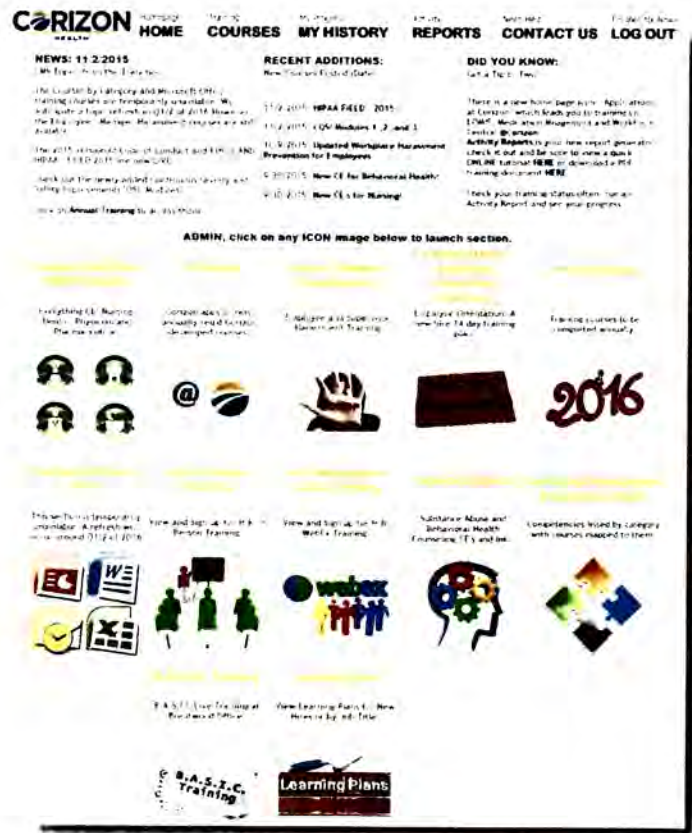
Corizon Health orientation and staff development/training is customized to each position and its scope of practice. Each employee's onboarding progress is tracked through our Human Resources Information System (HRIS) to govern compliance with timely completion of orientation programs and annual required training. We also track and report monthly completion of in-service and training events.

Evidence of the successful completion of competency training is accessible in the credentialing files of all licensed personnel and of all personnel working under the license of professional personnel.

Training and education are also fundamental components of our Continuous Quality Improvement (CQI) program. Educational programs and tools are developed based on best practices identified within the CQI program, as well as opportunities for improvement. This method benefits both the individual site as well as other sites that have similar needs or challenges.

## Corizon Health Employee Onboarding Program

New employee training begins with our extensive **Corizon Health Employee Orientation** program. This program includes orientation for all employees (regardless of position) and is followed by additional orientation specific to their discipline.



Each module includes educational material, any associated forms, policies or checklists and ends with a period of shadowing to learn site-specific information and then a “check for understanding.” There are five modules that must be completed prior to providing care to a patient: Employee Safety, HIPAA, Hazard Communications, Infection Prevention and Workplace Violence Prevention. The other modules must be completed within 14 days of a new employee’s start date.

Overall, *Employee Orientation* components include:

- Corizon Health Code of Conduct and Ethics
  - Confidentiality
  - Protection and use of company property
  - Compliance with rules, laws and regulations
- Corizon Health Overview and Culture
- Corrections Environment
  - Includes safety and security policies and practices
- Emergency or Unusual Situations
- Employee Safety
- Harassment
- Review of Corizon Health’s Policy and Procedures Manual
- EMR training, if applicable
- HIPAA / confidentiality training
- Human Resources
  - Policies and Procedures
  - Corizon Health Employee Success Guide
  - Drug-Free Workplace training
- Post-exposure prophylaxis (included in Infection Prevention)
- Timekeeping

The program can be conducted on-line via Corizon Health’s proprietary Learning Management System (LMS) or by using a bound hard copy. It is expected that site leadership will monitor each phase of the employee onboarding process.

## **Nurse Training and Education Program**

Our Corizon Health nurses play a vital role ensuring the delivery of safe, effective and efficient healthcare services. Our nurses receive training at-hire and ongoing. They are provided with supervision and leadership during their daily activities. Corizon Health has an established Corporate Nursing Department led by our **Senior Vice President of Nursing Becky Pinney, RN, MSN, CCHP-RN**. This department works in partnership with our contracted facilities and other Corizon Health departments to ensure our nursing staff are equipped with the education training and on-the-job tools to deliver safe and effective services.

The Corizon Health nurse orientation program begins with the on-boarding process. The program focuses on essential job duties, core competencies, clinical skills and professional development. This information is presented within a carefully developed program titled *Corizon Health Site Staff Orientation*, created by the experienced correctional healthcare staff in our Nursing Services Department.

This orientation program focuses on key clinical skills and tasks such as physical assessment, medication administration and control, documentation and emergency response skills. *Corizon Health Site Staff Orientation (C.H.S.S.O.)* is structured for nursing and other clinical staff and consists of modules covering a comprehensive array of clinical topics, including:

- \* Ancillary Health Services
- \* Behavioral Health Services
- \* Chronic Illness
- \* Clinical Communications-SBAR
- \* Controlled Drug Documentation & Accountability
- \* Documentation & Medical Records
- \* Emergency Care
- \* Infirmary Care
- \* Intake Health Screening & Transfers
- \* Medication Administration & Documentation
- \* Nursing Assessment protocols
- \* Physical Exams & TB Skin Testing
- \* Segregation & Special Housing
- \* Sharps Safety
- \* Sick Call
- \* Situations Requiring Special Procedures
- \* Substance Abuse Withdrawal
- \* Suicide Prevention
- \* Tool & Sharp Control
- \* Utilization Management

These modules are divided into completion groups of “before patient care,” 14 days (these modules are guided by a preceptor) and 30 days. Full completion of a preceptor-guided orientation varies based on individual experience level and needs.

There is a standard 90-day probationary period that can be extended an additional 60 days, if needed, to fully ensure a proper orientation and training of each new staff member.

The topics for the *Site Staff Orientation* were developed to provide focused attention to the following areas:

- \* Build confidence in the new employee regarding their role in the unit
- \* Provide support for their assertive application of their skills to improve patient care
- \* Support an environment of safety, which is a primary focus of our patient care efforts

### **Crisis Intervention & Training**

Training in Suicide Prevention and Awareness of Mental Illness is a particularly important component of an effective and efficient behavioral health program. Accordingly, Corizon Health makes available a comprehensive training program for security staff and facility supervisors as well as the medical staff in pertinent areas of mental illness, suicide prevention and crisis intervention.

## **B.A.S.I.C. Training Program for HSAs, DONs and Other Key Leaders**



Corizon Health is also committed to training and developing our front line operations leaders. All newly hired or promoted Health Services Administrators, Directors of Nursing, Behavioral Health Directors (as well as other key operational leaders) participate in our comprehensive Behaviors, Accountabilities, Systems and Information for Corizon Health (B.A.S.I.C.) Management Training Program. This program focuses on three integral elements of the correctional healthcare management function: Providing quality patient care, leading people effectively, and managing costs appropriately.

It provides information critical to each Corizon Health team member's success through a variety of curricula using a blended learning approach.

This comprehensive instruction includes:

- \* Instructor-led sessions
- \* Mentoring
- \* Self-study
- \* Online learning via the Corizon Health LMS
- \* WebEx instruction on topics such as Patient Safety, Onboarding and Technical Systems

Our program culminates in the B.A.S.I.C. training class. Participants will join other new managers at our Corporate Office for a week of education and networking. Corizon Health instructors are committed to meeting the professional needs of the Corizon Health clinical and operations management team through sharing of their professional knowledge throughout the week. Our program is divided into four main areas:

- \* Leadership
- \* Management
- \* Technical Systems
- \* Clinical Operations

### **Technical Systems Training**

As a component of B.A.S.I.C training, Corizon Health provides monthly technical system WebEx sessions for new managers. The classes are designed to introduce our electronic systems, tools, and reporting systems for both personnel and clinical processes and outcomes.

This training is part of the onboarding sessions Managers attend at the beginning of their employment, as well as any time there are system changes/upgrades or any time they need a refresher. Topics include Kronos (timekeeping), PeopleSoft (Human Resources management system), *MyCorizon* intranet, I-9/eVerify, InGauge (data warehouse) and electronic medical records (if applicable).

A combination of instructor-led, hands-on and refresher WebEx sessions are utilized for new start-up contracts. All topics have corresponding tutorials, training materials, and quick reference guides

available on *MyCorizon*. The technical training staff also provides instruction to new IT Support Services Department employees, Site Administrative Assistants and corporate managers who will be using these tools.

### **The Corizon Health LMS (Learning Management System)**

Corizon Health supports our on-site education programs with a specifically designed and customized Learning Management System (LMS). The Corizon Health LMS ensures all staff members have complete access to the latest material necessary to be successful on the job, 24/7.

Our on-site managers and field staff across the country have instant access to the Corizon Health Employee Orientation program, over 100 Continuing Education (CE) Credits, CMEs (Continuing Medical Education) and custom Corizon Health applications training courses.

An industry first for private correctional health care providers, the Corizon Health LMS allows us to leverage the power of the Internet to deliver comprehensive professional development instruction to our management and field employees throughout the country, at work or at home, and **at no cost to them**.

Utilizing LMS technology, Corizon Health can connect, inform, and educate our geographically dispersed workforce using a single, integrated on-line training and communication platform. Through a partnership with leading e-learning provider, Oracle, Corizon Health is able to provide a wealth of course material on topics as varied as HIPAA, Code of Conduct and CEs/CMEs for Providers, Nurses, Pharmacists and Behavioral Health Professionals.

Corizon Health LMS users may take the courses at their own pace and at a time that is most convenient for them. Employees are tested on their comprehension of many subjects, thus identifying precise strengths and areas for improvement. Managers, using customizable reports, can track completion and use such data to assist in creating development opportunities for their staff.



**K.**  
**RMU Site-Specific  
Policy & Procedures  
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# **ATTACHMENT B – DIVERSITY PRACTICES QUESTIONNAIRE**





## Diversity Practices Questionnaire

I, Christopher Bell, as VP, Business Development (title) of Corizon, LLC firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes ☒ or No ☐

If **yes**, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals. Carla Copeland, Manager of Network Development and Purchasing, manages the company's Vendor Diversity Program (including MBE, WBE, DBE and SBE) which includes establishing Procurement goals. She is responsible for building new MBE, WBE, DBE and SBE vendor partner relationships and strengthens relationships with current partners.

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company's clients or customers? 0 %

Please see Application for Waiver  
two vendors are MBE/WBE but not yet certified. One has begun application.

3. What percentage of your company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors? <sup>1</sup> 0 %

Please see Application for Waiver. two vendors are MBE/WBE but not yet certified.

4. Does your company provide technical training<sup>2</sup> to minority- and women-owned business enterprises? Yes ☐ or No ☒

If **yes**, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs. \_\_\_\_\_

5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program? Yes ☐ or No ☒

<sup>1</sup> Do not include onsite project overhead.

<sup>2</sup> Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.





If **yes**, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program. \_\_\_\_\_

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes ☐ or No ☒

If **yes**, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

All of Corizon, LLC's procurements are with government agencies.

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Yes ☒ or No ☐ Please see Appendix I. Vendor Diversity Program Description

If **yes**, provide documentation of program activities and a copy of policy or program materials.

8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent? Yes ☐ or No ☒ One of our contracted vendors is female owned and has begun application for certification

If **yes**, complete the attached Utilization Plan

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of Owner/Official: Christopher Bell

Printed Name of Signatory: Christopher Bell

Title: VP, Business Development

Name of Business: Corizon, LLC

Address: 103 Powell Ct.

City, State, Zip: Brentwood, TN 37027





STATE OF Tennessee  
COUNTY OF Williamson ) ss:

On the 4th day of January, 2017, before me, the undersigned, a Notary Public in and for the State of TN, personally appeared Christopher Bell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

*[Signature]*  
STATE OF TENNESSEE  
NOTARY PUBLIC  
WILLIAMSON COUNTY  
My Commission Expires 11-21-2018





Office of  
General Services

Office of Minority and Women-Owned  
Business Enterprises

Design and Construction

AN ISO 9001:2008 CERTIFIED ORGANIZATION  
Office of Minority and Women-Owned Business Enterprises  
29<sup>th</sup> Floor, Corning Tower  
The Governor Nelson A. Rockefeller Empire State Plaza  
Albany, New York 12242  
Phone: (518) 486-9284 FAX: (518) 486-9285

## APPLICATION FOR WAIVER OF MWBE PARTICIPATION GOAL

(must be submitted before requesting final payment on the contract)

### Section 1: Basic Information

Contractor's Name: <b>Corizon, LLC</b>		Federal Identification Number: <b>43-1281312</b>	
Street Address: <b>103 Powell Ct.</b>		E-Mail Address: <b>christopher.bell@corizonhealth.com</b>	
City, State, Zip Code: <b>Brentwood, TN 37027</b>		Telephone: <b>(615) 651 - 3870</b>	
Contract Number: <b>Request for Proposal 2016-11 for Department of Community and Corrections Supervision (DOCCS): Operation of a 60-bed skilled nursing services program within the Cossackie Regional Medical Unit</b>	MWBE CONTRACT GOALS		
	MBE %		WBE %
	<b>15 %</b>		<b>15 %</b>

### Section 2: Type of MWBE Waiver Requested

MBE Waiver	<input checked="" type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised MBE percentage:	
WBE Waiver	<input checked="" type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised WBE percentage:	

Please explain the reason for the waiver request:

During the due diligence phase of our proposal's development, Corizon conducted an analysis of all available and applicable MBE and WBE providers as recorded by the NYS Directory of Certified Firms. Because this contract is primarily staffing, there are very few vendors involved. Two of those are women, but they are not yet certified. Please see supporting documentation for more information.

### Section 3: Supporting Documentation

Provide the following documentation as evidence of your good faith efforts to meet the MWBE goals set forth in the contract and in support of your waiver application:

- ☐ **Attachment A.** List of the general circulation, trade and MWBE-oriented publications and dates of publications soliciting for certified MWBE participation as a subcontractor/supplier and copies of such solicitation.
- ☐ **Attachment B.** List of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- ☐ **Attachment C.** Descriptions of the contract documents/plans/specifications made available to certified MWBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
- ☐ **Attachment D.** Description of the negotiations between the contractor and certified MWBEs for the purposes of complying with the MWBE goals of this contract.
- ☐ **Attachment E.** Identify dates of any pre-bid, pre-award or other meetings attended by contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the contract
- ☐ **Attachment F.** Other information deemed relevant to the request.

### Section 4: Signature and Contact Information

By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote MWBE participation pursuant to the MWBE requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.

Prepared By: (Signature) <i>Christopher Bell</i>	Date: <b>January 4, 2017</b>
Name and Title of Preparer (Print or Type) <b>Christopher Bell, VP, Business Development</b>	



**For OGS Use Only**

Reviewed By:

Date:

Decision:

- ☐ Full MBE waiver granted
- ☐ Partial MBE waiver granted; revised MBE goal: \_\_\_\_\_ %
- ☐ MBE waiver denied
- ☐ Full WBE waiver granted
- ☐ Partial WBE waiver granted; revised WBE goal: \_\_\_\_\_ %
- ☐ WBE waiver denied

Approved By:

Date:

Date Notice of Determination Sent:

Comments





## M/WBE Compliance – Waiver Request

### Section 3: Supporting Documentation

<p>A. The names of general circulation, trade and MWBE-oriented publications and dates of publications soliciting for certified MWBE participation as a subcontractor/supplier and copies of such solicitation.</p>	<p>Corizon reached out via telephone to each vendor on the list suitable for partnership. This list is provided in "B." below.</p>
<p>B. A list of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.</p>	<p>The vast majority of this contract is staffing for the Cocksackie RMU, a skilled nursing facility with 60 beds. <b>84%+ of the Corizon team there is made up of women and minorities.</b></p> <p>The pharmacy portion of the contract has been excluded in this new contract, so that leaves only three contracted vendors working with Corizon on this contract. Even when combined, those vendors' agreements with us do not reach the percentages of the contract goal (15% MBE, 15% WBE).</p> <p>Two of our current vendors <u>are</u> women-owned businesses (Registered Dietician Anne Fitzpatrick and Restore OT &amp; PT).</p> <p>Ms. Fitzpatrick's business is limited in size and scope, so she has not applied for certification.</p> <p>Restore is not registered as a minority company with NYS. Restore was originally based out of the Commonwealth of MA. When they restructured the company last December, they re-opened as a NYS company. The owner (Joyce Gebele) has begun applying for MWBE certification.</p> <p>Due to time constraints, we reached out via telephone and email to the following vendors: Medical Supply Solutions and Healthcare Hub, LLC, Anova Medical Supply, Inc., West 5<sup>th</sup> Medical Supply, Inc., Danlee Medical Products, Inc., Direct Medical Supplies, Inc., Empire Medical &amp; Dental Supplies, Inc., Home Medical Specialties, Inc. and Renovation Medical and Surgical Supply.</p>





<p>C. Descriptions of the contract documents/plans/specifications made available to certified MWBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.</p>	<p>As explained above, there are a very few vendors (3) on this contract with Corizon, and they make up a small minority of the contract. This did not offer many opportunities for MWBE participation.</p> <p>Due to time constraints, we reached out via telephone to Medical Supply Solutions and Healthcare Hub, LLC, Anova Medical Supply, Inc., West 5<sup>th</sup> Medical Supply, Inc., Danlee Medical Products, Inc., Direct Medical Supplies, Inc., Empire Medical &amp; Dental Supplies, Inc., Home Medical Specialties, Inc. and Renovation Medical and Surgical Supply regarding medical supplies, but our national agreement with McKesson is significantly more competitive in price. If the NYDOCCS is interested in pursuing this minority medical supplies vendor at additional expense, we will do so.</p>
<p>D. Description of the negotiations between the contractor and certified MWBEs for the purposes of complying with the MWBE goals of this contract.</p>	<p>Due to time constraints, we reached out via telephone and email to the following vendors Anova Medical Supply, Inc., West 5<sup>th</sup> Medical Supply, Inc., Danlee Medical Products, Inc., Direct Medical Supplies, Inc., Empire Medical &amp; Dental Supplies, Inc., Home Medical Specialties, Inc. and Renovation Medical and Surgical Supply.</p>
<p>E. Identify dates of any pre-bid, pre-award or other meetings attended by the contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the contract.</p>	<p>N/A</p>
<p>F. Other information deemed relevant to the request.</p>	<p>Contact information for further clarification:</p> <p>Christopher Bell Vice President, Business Development Corizon, LLC 103 Powell Ct. Brentwood, TN 37027  615-651-3870 phone <a href="mailto:christopher.bell@corizonhealth.com">christopher.bell@corizonhealth.com</a></p>



L.

# **Vendor Diversity Program Description**

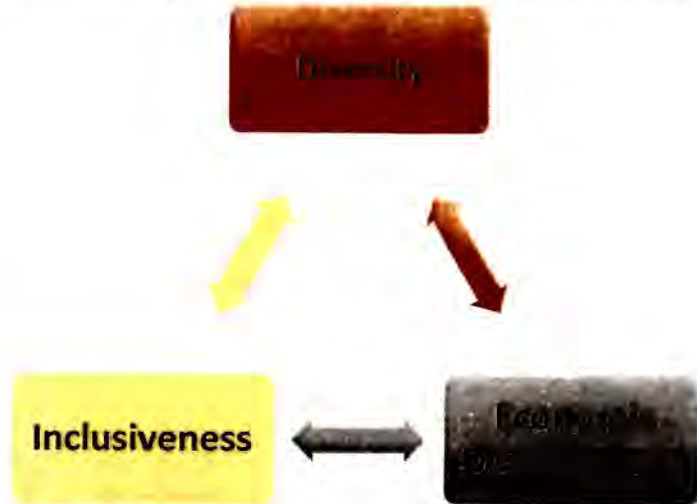




## Vendor Diversity Program (VDP)

### Program Description

Corizon has a company-wide commitment to promote the growth and development of qualified small, minority, women, and disadvantaged owned businesses ("Diverse Businesses"). This program, known as Corizon's Vendor Diversity Program, supports and fosters inclusiveness, diversity and economic development in the correctional healthcare industry through identification and evaluation Diverse Businesses for contracting and procurement activities. Corizon is dedicated to providing Diverse Businesses the opportunity to participate in all areas of procurement, including vendor, provider and supplier activities.



Corizon has more than 38 years of history working with local and small business, as well as an annual spend of over \$55 million with Diverse Businesses across the country. Our efforts are designed to create and increase business opportunities for all by promoting job development and economic growth in the geographical areas where Corizon conducts business.

Corizon strives to conduct business in a fair and ethical manner in keeping with its Code of Conduct and Business Ethics. The Corizon Vendor Diversity Program applies to all firms or institutions regardless of the business owner's race, color, religion, gender, gender identity or expression, sexual orientation, national origin, disability, age, or status as a special disabled veteran or other veteran. The Corizon program complies with all applicable federal, state and local laws, including anti-discrimination laws and laws governing the use of Diverse Businesses.

### Vendor Identification and Selection

Corizon's process of engaging small, minority, women and disadvantaged businesses resides within the Provider Operations department, in coordination with Field Operations. These teams begin with the vendor identification process. Potential Diverse Business vendors are identified through referrals from our national partners the Women's Business Enterprise National Council (WBENC) and National Minority Supplier Development Council (NMSDC). In addition, Corizon accepts self-referrals from correctional vendor tradeshows and conferences, including the National Conference for Corrections Health Care (NCCHC) and the American Corrections Association (ACA). Corizon also receives vendor information through its website, [www.corizonhealth.com](http://www.corizonhealth.com), where potential Diverse Business vendors are encouraged to provide contact information for inclusion in Corizon's vendor database.

Once identified each vendor is reviewed to ensure that it performs a distinct element of the client's contract, otherwise known as a commercially useful function. Once this is verified, vendors are then carefully reviewed for the quality of services provided and vetted for business history and procurement qualifications.

Diverse Business vendors are initially contacted to inquire of their desire and capacity to provide the services required by Corizon clients. Vendors are also asked to provide detailed information about all services they provide. Corizon may also request pricing information for the services they provide. Diverse Business vendors meeting the criteria needed by Corizon and our clients, will be added to our Vendor Diversity Tracking Tool.

During the selection process, Corizon is careful to rigorously document vendor identification, communication activity and final selection information. This information is maintained on the Vendor Diversity Tracking Tool to enable continuous transparency and improvement of Corizon's Vendor Diversity Program.

The Vendor Diversity Tracking Tool contains Diverse Business contact information and communications between Corizon and its Diverse Business vendors. This tracking tool is also used to document the type of certification maintained by each Diverse Business and name of the certifying agencies. The tracking tool is used to coordinate and manage Diverse Business identification and selection during RFPs and throughout client contracts. It is a communication tool between the Corizon's Operations, Provider Operations and Business Development departments.

Vendors are confirmed for Diverse Business certifications and each certification is verified as current and in good standing. In some instances Corizon will also confirm any additional registration necessary with the agency overseeing MBE/WBE activities.

If a vendor is not certified as a Diverse Business in the jurisdiction in which Corizon is bidding or contracting, this does not prohibit them from being added to Corizon's Vendor Diversity Tracking Tool. However, vendors may be requested to complete the appropriate certification process in a particular jurisdiction in order to participate with Corizon as a Diverse Business in a particular RFP or client contract.

### **Program Specifics**

Corizon's Vendor Diversity Program seeks to identify and engage small, minority, women and disadvantaged businesses who are able to provide a sustainable competitive advantage to Corizon in the areas of productivity, cost, quality and flexibility to ensure growth. .

The qualities Corizon seeks from all of its vendors:

- **Quality** – We set high standards of performance for ourselves and the services we deliver. We expect the same from our vendors, in areas such as quality, responsiveness, service commitments and transparency. These standards are detailed in the vendor contract agreement.
- **Customer Focus** – We seek companies that are committed to the same or better customer service goals and objectives.
- **Cost Savings** – We seek vendors who continually focus on ways to help us lower our costs through savings in all areas.



- Innovative Business Solutions – We want companies to join our team who are willing to work toward continuous quality improvement and more efficient products and services.
- Technology – We look favorably on companies who take advantage of technology to maintain a competitive edge and improve their responsiveness.

Corizon is seeking to identify and recruit Diverse Businesses who deliver products and services in the following areas:

- Laboratory services
- Dialysis services
- Medical services
- Dental services
- Pharmacy services
- Medical and dental supplies
- Office supplies
- Oxygen supplies
- Medical and Bio-hazardous waste removal
- Mobile radiology, mammography, ECG and EKG services
- Printing and promotional items vendors
- Shipping vendors
- Medical reference books
- Free standing radiology supplies and services
- IT Services
- Re-entry, social services program compliments
- Medical transport services
- Physical, Occupational and Speech Therapy
- Interpretation and Language Services
- Other health care related services

Profile of ideal vendor qualifications:

1. Strong well defined products and services that match the needs of Corizon and its clients
2. Competitive, industry based pricing for services
3. Strong commitment/capabilities in business development
4. Business classifications for small business, women-owned, or minority-owned business
5. Solid business practices
6. Ability to consistently deliver goods and/or services to Corizon's entities and Client facilities, wherein Corizon conducts business
7. Past performance track record

Premium Vendor Characteristics:

1. Specific interests and/or previous experience in correctional healthcare
2. Geographic presence
3. Mobility and ability to scale, or expand
4. Strong past performance
5. Industry recognized awards and recognition

## **Monitoring and Compliance**

Corizon is committed to building and maintaining a strong Vendor Diversity Program that meets the needs of our clients. The foundation of our program depends upon teamwork between Corizon employees and its vendors to help ensure program success for all Corizon stakeholders.

Certain of Corizon's clients monitor our vendor diversity participation levels and have contractual requirements to this end that are measured on an ongoing manner.

Corizon works closely with its vendors, ensuring that each Diverse Business contractual relationship specifies certification and specific agency registrations requirements, with notification to Corizon of loss of any certification status. Corizon regularly verifies vendor certification status and will address any failure to maintain certification, including possible termination of its relationship with the vendor.

Corizon has implemented a tracking process to determine when our Diverse Business vendors are approaching their certification expiration dates. This process will ensure that Corizon notifies vendors of the impending expiration and determines the vendor's intent to renew its certification. If a vendor does not wish to recertify, then Corizon will promptly begin to identify replacement Diverse Business vendors. This process of ongoing monitoring and identifying new potential vendors will ensure Corizon's compliance with program standards, client expectations and contract requirements.

## **Monthly Report Verification and Distribution**

Corizon receives monthly reporting from each Site Account Manager. These reports will specify the utilization and dollars spent for each Diverse Business vendor as a part of each client contract.

This monthly utilization information will help Corizon monitor compliance of client contracts, including Diverse Business participation requirements. The reports are initiated in our Finance department and are then distributed to Provider Operations for review and then finally dissemination to the client.

In addition to client reporting, a client diversity report is produced by Provider Operations and submitted monthly to Corizon's Executive Management Team and Chief Compliance Officer for routine compliance review. This report contains specifics by client on which vendors are participating in the Vendor Diversity Program, identifies the monthly spend on Diverse Businesses and what percentage that makes up of the overall spend by contract. This report also tracks any specifics around annual procurement spend limits and recertification requirements.

The Provider Operations department is available and ready to provide assistance with any questions you may have. For more information, please email us at [VendorDiversity@corizonhealth.com](mailto:VendorDiversity@corizonhealth.com).



## NEW YORK STATE CORRECTIONS AND COMMUNITY SUPERVISION

OPERATION OF A 60-BED SKILLED NURSING SERVICES  
PROGRAM WITHIN THE COXSACKIE REGIONAL MEDICAL UNIT

COPY

We have a **unique  
opportunity** to provide  
care to a vulnerable  
population.



103 Powell Court | Brentwood, TN 37027

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New York State Department of Corrections and Community Supervision

**Application Cover Sheet**

Applicant Legal Name: Corizon, LLC

Contact Person: Christopher Bell, Vice President, Business Development

Business Address: 103 Powell Ct.

Brentwood, TN 37027

Phone: 615-651-3870 E-Mail Address: christopher.bell@corizonhealth.com

Fax: n/a Website Address: www.corizonhealth.com

Federal ID #: [REDACTED] NYS Vendor ID #: [REDACTED]

**Submitted By:**

Name of Authorized Official: James D. Donovan

Title of Authorized Official: Chief Operating Officer

Signature of Authorized Official: 

Date: 1-4-17

NOTE: Signature binds applicant to a firm offer for a 180-day period from the date of the submission.



**INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT**

STATE OF Tennessee }  
COUNTY OF Williamson } SS.:

On the 4th day of January in the year 20 17, before me personally appeared  
James D. Donovan, known to me to be the person who executed the  
foregoing instrument, who, being duly sworn by me did depose and say that he resides at  
103 Powell Ct.

Town of Franklin,

County of Williamson, State of TN; and  
further that:

**[Check One]**

☐ **If an individual):** he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ **If a corporation):** he is the \_\_\_\_\_ of  
\_\_\_\_\_, the corporation described in said instrument; that, by  
authority of the Board of Directors of said corporation, he is authorized to execute the foregoing  
instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that  
authority, he executed the foregoing instrument in the name of and on behalf of said corporation as  
the act and deed of said corporation.

☐ **If a partnership):** he is the \_\_\_\_\_ of  
\_\_\_\_\_, the partnership described in said instrument; that, by the  
terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the  
partnership for purposes set forth therein; and that, pursuant to that authority, he executed the  
foregoing instrument in the name of and on behalf of said partnership as the act and deed of said  
partnership.

☒ **If a limited liability company):** he is a duly authorized <sup>manager</sup>~~member~~ of  
Corizon, LLC, the limited liability company described in said  
instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability  
company for purposes set forth therein; and that, pursuant to that authority, he executed the  
foregoing instrument in the name of and on behalf of said limited liability company as the act and  
deed of said limited liability company.

Notary Public  
Registration No.



# Procurement Lobbying Certification



## PROCUREMENT LOBBYING CERTIFICATION

By signing, the offeror/bidder affirms that it understands and agrees to comply with the NYS Department of Corrections and Community Supervision (DOCCS) procedures relative to permissible contacts, as required by State Finance Law §139-j and §139-k.

Procurement Lobbying information can be accessed at:

<http://www.oqs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-j.htm> and

<http://www.oqs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-k.htm>

Offeror affirms that it understands and agrees to comply with the procedures of the DOCCS relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By:  Date: Jan. 4, 2017  
Name: James D. Donovan Title: Chief Operating Officer

Contractor Name: Corizon, LLC NYS Vendor ID #: 

Contractor Address: 103 Powell Ct.

Brentwood, TN 37027

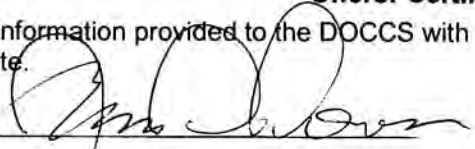
### Prior Non-Responsibility Determinations – State Finance Law §139-k

- |   |                                     |                           |
|---|-------------------------------------|---------------------------|
| 1. Has any Government Entity made a finding of non-responsibility against this organization/company?  | <input checked="" type="radio"/> No | <input type="radio"/> Yes |
| 2. If yes, was the basis for the finding of non-responsibility due to a violation of SFL§139-j or due to the intentional provision of false or incomplete information to a Government Entity? | <input type="radio"/> No            | <input type="radio"/> Yes |
| 3. Has any Government Entity terminated or withheld a procurement contract with this organization/company due to the intentional provision of false or incomplete information?                | <input checked="" type="radio"/> No | <input type="radio"/> Yes |

*If yes to any of the above questions, provide complete details on a separate page and attach.*

### Offeror Certification:

I certify that all information provided to the DOCCS with respect to State Finance Law §139-k is complete, true and accurate.

By:  Date: January 4, 2017  
Name: James D. Donovan Title: Chief Operating Officer

### Procurement Lobbying Termination


DOCCS reserves the right to terminate this contract in the event it is found that the certification filed by the Offeror/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, DOCCS may exercise its termination right by providing written notice to the Offeror/bidder in accordance with the written notification terms of the contract.



# Vendor Responsibility Certification





 VendRep Vendor

NYS Vendor ID #:

[Logout](#)[My Apps](#) 

Date Printed: Dec 20, 2016

## New York State VendRep System Vendor Responsibility For-Profit v2 Form

### CERTIFICATION:

The undersigned recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York's contracting entities in making a responsibility determination regarding an award of a contract or approval of a subcontract; acknowledges that the State, or its contracting entities, may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.35 or a misdemeanor under Penal Law Section 175.30 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entities or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

### Reminder:

When filing the vendor responsibility questionnaire online via this System, the Business Entity must indicate in each bid/proposal submitted to a contracting entity that the required questionnaire has been electronically filed.

Also note that the VendRep System Timeliness Standard requires a Business Entity filing a questionnaire via the VendRep System to update and certify their questionnaire within six months prior to the bid/proposal due date or other contracting entity defined due date.

**Legal Business Name:** CORIZON LLC  
**Certifier's Name:** Tracy Bartoli  
**Certifier's Title:** Director, Legal Services  
**Certification Date:** Dec 20, 2016

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## Use of NY State Businesses



**ENCOURAGING USE OF NEW YORK STATE BUSINESSES  
IN CONTRACT PERFORMANCE**

New York State businesses have a substantial presence in State Contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders/Proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/Proposers need to be aware that all authorized users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Bidders/Proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State Contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the Contractor and its New York State business partners. New York State businesses will promote the Contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. The State therefore expects Bidders/Proposers to provide maximum assistance to New York businesses in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

**Bidders/Proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:**

**Will New York State Businesses be used in the performance of this Contract?   X   Yes        No**

**If yes, identify New York State Business(es) that will be used; (Attach identifying information).**

Please see the following page for our list.

# **New York Businesses Integral to the Corizon Program**

<b>Business</b>	<b>Address</b>	<b>Services Provided</b>
<b>EM Urgent Care</b>	11835 Route 9W West Coxsackie, NY 12051	Employee injury preferred provider
<b>Northeast Home Care</b>	P.O. Box Greenville, NY 12085	Bulk Oxygen supply
<b>Ravena Welding and oxygen supply</b>	2441 Rt 9W Ravina, NY 12143	Portable oxygen tanks
<b>Royal Care Pharmacy</b>	100 Saratoga Village Blvd, P.O. Box 2469 Malta, NY 12020	Pharmacy services
<b>Restore Occupational and Speech Therapy</b>	P.O. Box 367 Cohoes, NY 12047	Speech and Occupational Therapy- Minority owned business
<b>Chris's Coffee Service</b>	10 Corporate Circle Albany NY 12203	Drinking Water
<b>Medline Medical supply</b>	P.O. Box 382075 Pittsburgh, PA 15251-8075	Alternate medical vendor
<b>Ann Fitzpatrick</b>	1105 Locust Ave. Kingston, NY 12401	Consultant dietician-Minority owned business
<b>Community Hospice</b>	295 Valley View Boulevard Rensselaer, NY 12144	Hospice consulting for ethics and pain management

# **Use of Service-Disabled Veteran-Owned Business Enterprises**








**USE OF SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES  
IN CONTRACT PERFORMANCE (continued)**

Will NYS certified SDVOBs be used in the performance of this contract? Yes ☐ No ☒

If yes, identify the NYS certified SDVOBs that will be used below. (If additional space is required, please add to the table below).

SDVOB Name	SDVOB Address	DSDVBD Control #	Contract #
Nature of Participation	% of Total Work Performed	\$ Amount	

Authorized Signature  Date January 4, 2017

Contractor will report on **actual** participation by each SDVOB during the term of the contract to the contracting agency/authority on a quarterly basis according to policies and procedures set by the contracting agency/authority.

*NOTE: Information about set asides for SDVOB participation in public procurement can be found <http://www.ogs.ny.gov/Core/SDVOBA.asp> which provides guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.*

# **ATTACHMENT G.**

## **M/WBE REQUIREMENTS AND FORMS**





# **MWBE Equal Employment Opportunity Policy Statement**



## MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

### M/WBE AND EEO POLICY STATEMENT

I, Corizon, LLC NYS Vendor #: [REDACTED] (the awardee/contractor) agree to adopt the following policies with respect to the project being developed or services rendered at  
The 60-bed Skilled Nursing Facility at Coxsackie Regional Medical Unit, by Corizon, LLC

This organization will require its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals and provide Equal Employment Opportunities set by NYS DOCCS for the State-funded project by taking the following steps:

#### **M/WBE**

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Utilize ESD Directory of State certified M/WBEs and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to increase participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to encourage their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain, or, where appropriate, require its subcontractors to maintain and submit, as required by DOCCS, records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that project payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and/or other credit requirements may be waived and/or appropriate alternatives are developed to encourage M/WBE participation.

#### **EEO**

(a) This organization will not discriminate against any employee or applicant for employment because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics, and will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics.

(c) At the request of the contracting agency, this organization shall request that each employment agency, labor union, or authorized representative will not discriminate on the basis of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics, and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this 4th day of January, 20 17

Sign: [Signature]

Print: James D. Donovan Title: Chief Operating Officer

**Minority/ Women Business Enterprise Liaison**

Carla Copeland, Manager, Network Dev. is designated as the Minority/Women Business Enterprise Liaison  
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment  
Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

30 % Minority and Women's Business Enterprise Participation

15 % Minority Business Enterprise Participation


15 % Women's Business Enterprise Participation

**EEO Contract Goals**

\* % Minority Labor Force Participation

\* % Female Labor Force Participation

The RFP does not specify a numeric goal for EEO Labor Force Participation. The labor market surrounding Cossackie has has a sufficient labor pool of female candidates but very few minority candidates.

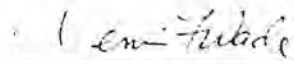
  
(Authorized Representative)

Title: Chief Operating Officer

Date: January 4, 2017

Contact:

**Department of Corrections and Community Supervision  
Support Operations / Contract Procurement Unit  
The Harriman State Campus  
1220 Washington Ave  
Albany, NY 12226**

EFFECTIVE  
5/1/12REVISED  
2/25/15NUMBER  
1202**POLICY & PROCEDURE****ORIGINATING DEPARTMENT: HUMAN RESOURCES**  
Dennis Wade  
Chief Human Resources Officer

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**SUBJECT: Equal Employment Opportunity**

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*Company shall be defined as Corizon Health, Inc. Corizon LLC, Corizon Health of New Jersey, LLC, PharmaCorr, LLC, and/or any other affiliated legal entities.*

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**Purpose**

To establish policy and procedures concerning the Company's Equal Employment Opportunity (EEO) principles and handling of complaints of EEO violations.

**Policy**

The Company is fully committed to be an equal opportunity employer and will maintain an environment of both social and business responsibility that responds to the needs of our employees, applicants, clients, contractors, and subcontractors. It is our policy that recruitment, selection, placement, promotion, training, transfer, compensation, termination, and participation in social and recreation programs and continued employment shall be based on a person's ability as related to valid job requirements, without regard to age, race, color, gender, sexual orientation, religion, national origin, ancestry, veteran or disabled status and other characteristics and statuses protected by law. The Company also ensures that Equal Employment Opportunity (EEO), and reasonable accommodation, are provided for qualified individuals with bona fide disabilities as such pertains to the Americans with Disabilities Act Amendments Act (ADAAA) or any other criterion that could be found discriminatory.

In addition, we will ensure that our Human Resources policies and practices relating to wages, benefits, and training programs will be administered without regard to age, race, color, gender, sexual orientation, religion, national origin, ancestry, veteran or disabled status or any other characteristic or status protected by law. We will provide reasonable accommodation to employees' religious beliefs.

Each employee has the right to work in an environment conducive to equal opportunity and free from discriminatory practices. As a result, the Company is committed to a workplace free from discrimination or harassment.

All formal and informal allegations of discrimination are to be investigated by the alleged victim's Manager or next level of management in conjunction with Human Resources. All allegations of discrimination, harassment and retaliation are to be treated as serious and confidential.

In order to protect the integrity of an investigation, the complainant is required to hold all information in confidence. The Company prohibits any type of retaliation for making a complaint of discrimination, harassment or retaliation, for assisting another to make such a complaint, or for participating in the



# EEO Staffing Plan





# **ATTACHMENT H.**

## **BID SUBMISSION CHECKLIST**



**Bid Submission Checklist**

All Bidders must complete and submit the Bid Submission Checklist to certify that all required information, including mandatory forms and document requirements for the RFP, have been completed and/or met and included in this bid submission.

Check Box	Checklist Item	Number of Originals	Number of Exact Copies
<b>Part I Technical Proposal Submittal</b>			
✓	Technical Proposal (see Section 6.2), including cover letter, responses to minimum qualifications, mandatory requirements, technical requirements, and completed and signed Diversity Practices Questionnaire	3	6
<b>Part II Cost Proposal Submittal</b>			
✓	Cost Proposal Form (see Attachment D)	3	2
<b>Note: Cost Submittal must be in a sealed envelope labeled "RFP 2016-11 Cost Proposal."</b>			
<b>Part III Administrative Proposal Submittal</b>			
✓	Application Cover Sheet and Individual, Corporation, Partnership, or LLC Acknowledgement (see Attachment F)	3	2
✓	Procurement Lobbying Certification/Prior Non-Responsibility/Offeror Certification/Procurement Lobbying Termination (see Attachment F)	1	1
✓	Vendor Responsibility Questionnaire (see Section 3.5): Online Questionnaire Certified Date: <u>12/20/16</u> OR		
	Paper Questionnaire Submission	1	1
✓	Encouraging Use of NYS Businesses in Contract Performance (see Attachment F)	1	1
✓	Use of Service Disabled Veteran Owned Business Enterprises in Contract Performance (see Attachment F)	1	1
✓	MWBE – EEO Policy Statement (see Attachment G)	1	1
✓	EEO Staffing Plan (see Attachment G)	1	1
✓	Bid Submission Checklist (this form)	1	1
✓	Signed copies of all addenda released for this solicitation	1	1


 AUTHORIZED SIGNATURE

 James D. Donovan  
 PRINTED NAME

 January 4, 2017  
 DATE

 Corizon, LLC  
 COMPANY NAME

 Chief Operating Officer  
 TITLE



## SIGNED ADDENDA





# Corrections and Community Supervision

ANDREW M. CUOMO  
Governor

ANTHONY J. ANNUCCI  
Acting Commissioner

## RFP #2016-11 OPERATION OF A SKILLED NURSING SERVICES PROGRAM WITHIN THE COXSACKIE REGIONAL MEDICAL UNIT BID SOLICITATION ADDENDUM

### Addendum #1

**To:** All Potential Bidders

**Subject:** AMENDMENTS TO SOLICITATION & LIST OF ATTENDEES TO MANDATORY BIDDERS' CONFERENCE AND SITE VISIT

**Date:** December 5, 2016

**Proposals Due Date:** January 6, 2017 by 3:00 PM (EST)

1. **Amendment to Section 1.2 Designated Contact:** Pursuant to State Finance Law §139-j (2)(a) for the purpose of communications relative to RFP 2016-11, the Designated Contacts as noted in Section 1.2 (Page 8) is amended as follows:

*All inquiries concerning this specification will be addressed to the following **Designated Contacts**:*

#### PRIMARY CONTACT

*David Gambacorta*

*NYS Department of Corrections and Community Supervision  
Division of Support Operations/Contract Procurement Unit  
550 Broadway  
Menands, New York 12204  
E-Mail: doccscontracts@doccs.ny.gov*

#### ALTERNATE CONTACTS

<i>Andria Pilieri-White</i>	<i>Marla Henriquez-Nepaulsingh</i>
<i>NYS Department of Corrections and Community Supervision</i>	<i>NYS Department of Corrections and Community Supervision</i>
<i>Division of Support Operations/Contract Procurement Unit</i>	<i>Division of Support Operations/Contract Procurement Unit</i>
<i>550 Broadway</i>	<i>550 Broadway</i>
<i>Menands, New York 12204</i>	<i>Menands, New York 12204</i>
<i>E-Mail: doccscontracts@doccs.ny.gov</i>	<i>E-Mail: doccscontracts@doccs.ny.gov</i>

2. **Amendment to Section 6.4 Proposal Due Date:** The information in Section 6.4 (Page 43) is amended as follows:

*The completed proposal, with all required attachments and documentation, must be received no later than **3:00 P.M. (EST) on January 6, 2017.** Any proposal received after this date and time will not be accepted.*

*Please Note: Bidders are reminded to comply with the specific requirements related to the cost component of the proposal.*

*Proposal must be received in a sealed package marked "**Proposal for RFP 2016-11**" and forwarded to:*

**Attn: David Gambacorta  
NYS Department of Corrections and Community Supervision  
Contract Procurement Unit – Support Operations  
Proposal for RFP 2016-11  
550 Broadway  
Menands, NY 12204**

3. **Mandatory Bidders' Conference and Site Visit List of Attendees:** The following attended the Mandatory Bidders' Conference and Site Visit on November 17, 2016, held at Cossackie Correctional Facility:

Corizon Health  
Christopher Bell  
Cindy Loucks

Correctional Medical Care  
Sherry Hillebrandt

Cossackie Correctional Facility  
Brooke Blaise  
Daniel Martuscello

NYS DOCCS  
Frank Arpey  
Kathleen Gallagher  
Frances Grant  
Andrew Howland  
Glenn Kreig  
Nancy Lyng  
Joan Smith

AMF Reporting  
Ellen Frankovitch

All other terms and conditions remain unchanged.

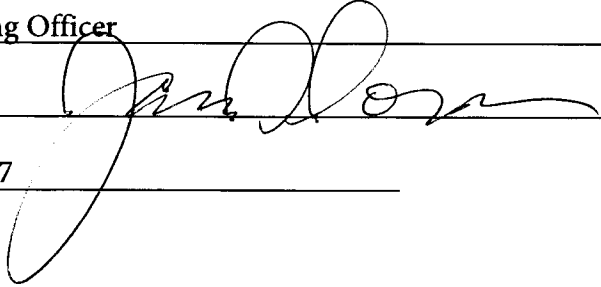
If submitting a proposal, this Addendum #1 for RFP #2016-11 is required to be returned with your proposal and must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name: Corizon, LLC NYS Vendor ID #: [REDACTED]

Address: 103 Powell Ct., Brentwood, TN 37027  
(include Street, City, State, Zip)

Bidder's Name (please print): James D. Donovan

Title: Chief Operating Officer

Signature: 

Date: January 4, 2017



# Corrections and Community Supervision

ANDREW M. CUOMO  
Governor

ANTHONY J. ANNUCCI  
Acting Commissioner

## RFP #2016-11 OPERATION OF A 60-BED SKILLED NURSING SERVICES PROGRAM WITHIN THE COXSACKIE REGIONAL MEDICAL UNIT BID SOLICITATION ADDENDUM

### Addendum #2

**To:** All Potential Bidders  
**Subject:** Questions & Answers  
**Date:** December 27, 2016  
**Proposals Due Date:** January 6, 2017 by 3:00 PM (EST)

This addendum is to provide official answers to written questions submitted by prospective bidders.

### QUESTIONS AND ANSWERS

**Q1)** Quality Improvement:

Page 13, Section B – The facility based QI committee will utilize, but not be limited to the assessment tool established by the Division of Health Services' Quality Assessment tools Manual. Will these forms be made available electronically to the successful bidder?

**A1)** The electronic version of the QI forms are on the shared drive in Health Services. We anticipate allowing the successful bidder limited access to this shared drive. In addition, any forms needed can be shared via a hard paper copy from the Deputy Superintendent of Health (DSH).

---

**Q2)** Peer Review:

Page 15, Section I – Is a detailed report expected or generic findings with corrective action? (Confidentiality)

**A2)** A written peer review report that is coded for each physician provider that demonstrates the review and action plan if necessary.

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**Q3)** Page 16, Section L, Number 3 – Will the consultant pharmacist have access to electronic medication profile of the designated pharmacy vendor?

**A3)** Electronic access can only be assured if the consultant pharmacist is employed by the medication vendor.

**Q4)** Page 19, Last bolded paragraph – DOCCS will provide/make available office space, equipment, utilities and equipment necessary to operate the RMU – does this include all maintenance and preventive maintenance of equipment including patient care equipment?

**A4)** Yes, DOCCS is responsible.

---

**Q5)** Pharmacy:

Page 16 states that NYS DOCCS shall be responsible for the cost of all prescriptions. All filled prescriptions shall be purchased by NYS DOCCS. Please confirm that the medical provider will not pay for or have financial responsibility for the cost of pharmaceuticals administered at the RMU. Please confirm that the cost of pharmaceuticals should not be included in the cost proposal section of the RFP response.

**A5)** The Contractor will not pay for or have financial responsibility for the cost of pharmaceuticals administered at the RMU. The cost of pharmaceuticals should not be included in the cost proposal section of the RFP response.

---

**Q6)** Pharmacy:

Page 19 states "Subcontracting for any of the above items will be acceptable to DOCCS. Please refer to Section 3.20-subcontractors for guidelines."

- a. Please confirm that pharmacy services is not a component of the medical provider's responsibility and is not available for the medical provider to subcontract.
- b. If NYS DOCCS is purchasing the prescriptions directly, will the DOCCS on site pharmacy be filling prescriptions for the RMU patients?
- c. If DOCCS pharmacy will not be filling prescriptions, please describe the process that will be utilized and the source of the medications.
- d. Please confirm that the vendor must provide a pharmacist to conduct on site inspections and formulary compliance.

**A6)**

- a. Pharmacy services is not a component of the Contractor's responsibility and is not available for the Contractor to subcontract. NYSDOCCS shall be responsible for the cost of all prescriptions. All filled prescriptions shall be purchased by NYS DOCCS, following acceptable State purchasing practices, from the established OGS Centralized Contract(s) for pharmaceuticals.
  - b. No.
  - c. All filled prescriptions shall be purchased by NYS DOCCS, following acceptable State purchasing practices, from the established OGS Centralized Contract(s) for pharmaceuticals. Instructions regarding the process shall be provided to the Contractor after notice of contract award
  - d. Yes, the Contractor must provide a pharmacist to conduct on-site inspections and formulary compliance. The vendor will be responsible for regular review of cost effective pharmacy formulary compliance. This function can be subcontracted.
-



**Q7) Equipment:**

Page 23 section I states the contractor is responsible to maintain equipment and materials provided for the work consistent with applicable safety and health codes.

- a. Will DOCCS purchase the equipment?
- b. Will DOCCS maintain the Biomedical Equipment and Safety Contract?
- c. Will the vendor be responsible to assist in administration of this process?

**A7) a. Yes**

- b. DOCCS will be responsible for the maintenance and repair of the equipment purchased by DOCCS. DOCCS does not have a contract for Biomedical Equipment and Safety.
- c. Yes, to the extent of identifying if a piece of equipment is broken and requires repair and notifying the Deputy Superintendent of Health (DSH).

---

**Q8)** Because of medical complexity, in the past, care of dialysis and ventilator patients have been excluded from admission. Is that also the case in the new contract that begins April 1, 2017?

**A8)** Dialysis and ventilator patients will continue to be excluded from admission.

---

All other terms and conditions remain unchanged.

If submitting a proposal, this Addendum #2 for RFP #2016-11 is required to be returned with your proposal and must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name: Corizon, LLC NYS Vendor ID #: [REDACTED]

Address: 103 Powell Ct.  
(include Street,  
City, State, Zip) Brentwood, TN 37027

Bidder's Name: James D. Donovan  
(please print):

Title: Chief Operating Officer

Signature: 

Date: January 4, 2017

### **Vendor Assurance of No Conflict of Interest or Detrimental Effect**

The Firm offering to provide services pursuant to Coxsackie Regional Medical Unit Contract #161406 (hereinafter referred to as Contract), as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Contract does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

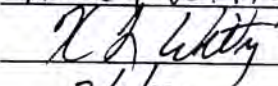
Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of the obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this Contract;
5. During the negotiation and execution of any contract resulting from this Contract, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this Contract, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and



8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this Contract should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationships and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title: Karey W. Hty CEO  
Signature:   
Date: 3/6/17

This form must be signed by an authorized executive or legal representative.

**NEW YORK STATE  
DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION**

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement is entered into on the 16 day of March, 2017 by and between the New York State Department of Corrections and Community Supervision (hereinafter "DOCCS"), located at The Harriman State Campus, Building 2, 1220 Washington Avenue, Albany, New York 12226 and Corizon LLC (hereinafter "Recipient") located at 103 Powell Court, Brentwood, TN 37027.

The DOCCS is a law enforcement agency that is responsible for the confinement of inmates and supervises parolees in New York State. DOCCS possesses information relating to inmates and/or parolees that is confidential and is maintained for public safety and welfare.

NOW THEREFORE, in consideration for the mutual undertakings of the DOCCS and the Recipient under this Agreement, the parties agree as follows:

1. Confidential Information

The Recipient acknowledges that during the course of the engagement at DOCCS, there may be confidential information disclosed to them including, but not limited to:

Technical information: methods, processes, formulae, systems, techniques, computer programs, research projects, plans, drawings, blueprints, and design specifications

Business information: vendor lists, customer lists, constituent lists, financial data, statistical data, strategic plans, offender/releasee case files and the contents thereof, photographs, laboratory reports, charts, studies, NYSID/DIN Numbers, employee information/personnel files, all information concerning employment applicants, information relating to any victim/family of a victim and/or correspondence, social security numbers, dates of birth, drug and alcohol tests and treatment information, health and/or mental health information including but not limited to, all records subject to the laws, rules, and regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), rap sheets, photos and fingerprint data, documents/data not created by DOCCS, legal documents, correspondence, and litigation files, DOCCS policies, procedures and manuals, equipment used by DOCCS, or information regarding DOCCS's business dealings and relations with other parties.

2. Confidentiality

No Use. Recipient agrees not to use the Confidential Information in any way, except for the purpose of the projects or assignments they are performing for DOCCS.

No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees and/or consultants designated by DOCCS having a need of disclosure in connection with Recipient's authorized use of the Confidential Information. This includes employees and consultants that may not be directly working on the project or job. Recipient agrees not to disclose the nature of the work to any third party without prior written DOCCS consent. In the circumstance where the signer of this document is representing a Recipient with more than one employee, the Recipient also agrees that all



of its current and future staff who may be involved in the relationship with DOCCS have been and will be instructed in the requirements of this agreement.

Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons. Such steps shall include keeping Confidential Information stored in a locked office/facility where only authorized personnel would have access.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation to respect such information where the information:
  - a. was known to Recipient prior to receiving any of the Confidential Information from DOCCS;
  - b. has become publicly known through no wrongful act of Recipient;
  - c. was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
  - d. was independently developed by the Recipient without the use of the Confidential Information; or
  - e. was ordered to be publicly released by the requirement of a government agency or judicial proceeding.
4. Maintenance, Return, and Destruction of the DOCCS Confidential Material. Upon the DOCCS's direction, Recipient will return any Confidential Information whether electronic, paper, or other media within 48 hours of agreement termination. Returned electronic information to DOCCS must be decrypted. Copies whether electronic, paper, or other media within 48 hours of agreement termination, will be destroyed by methodology chosen by DOCCS.
5. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of DOCCS, and that DOCCS may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information. All products, whether physical or intellectual, produced in this relationship are DOCCS property and the Recipient has no rights to claim, distribute, or market such product or related DOCCS information without prior written consent from DOCCS Management, except to the degree that a valid contract between Recipient and DOCCS explicitly grants such rights. Recipient will comply with all DOCCS security policies, procedures and standards and follow best industry accepted security practices.
6. Term and Termination. This Agreement may be terminated by mutual consent. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.
7. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) DOCCS, its successors, and assigns; and (b) Recipient, its successors and assigns.

8. Jurisdiction and Venue: The laws of the State of New York shall govern this Agreement. If federal jurisdiction exists, we consent to exclusive jurisdiction and venue in the federal courts in Northern District of New York. If not, we each consent to the exclusive jurisdiction and venue in the Supreme Court of Albany County, New York.

9. Miscellaneous.

9.1 In the event that a portion of this Agreement is found to be unenforceable, the remainder of the Agreement shall stay in effect.

9.2 Any delay or failure of either of us to exercise a right to remedy will not result in a waiver of that, or any other right or remedy.

9.3 Each of us acknowledges that money damages may not be sufficient compensation for a breach of this Agreement. DOCCS reserves the right to receive an injunction from an appropriate New York State Court if the Agreement is breached.

9.4 In any dispute relating to this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs.

9.5 This agreement does not grant any implied intellectual property license to confidential information, except as stated above.

9.6 Confidential information must be encrypted in transit or at rest. Encryption methods must comply with New York State Office of Information Technology Services policy. See link: <http://www.its.ny.gov/>.

9.7 Penalty for non-compliance. Violation of this agreement could involve penalties, up to and including, relationship termination, and civil and criminal prosecution in accordance to all applicable laws.

RECIPIENT: ( Corizon LLC )

Name

(please print)

Signature

Title

Date

Karey W.itty

Karey Witty

CEO

March 6, 2017

**NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION**

Name

(please print)

Signature

Title

Date

Sandra L. Downey

Sandra L Downey

Director of Budget and Finance

3/31/17