



Corrections and Community Supervision

Request for Proposals (RFP) #2019-13

PREA Employee Training Curriculum and Film

Issue Date: November 22, 2019

Proposal Due Date: December 18, 2019 by 3:00 P.M.

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 meet all of the mandatory requirements.
3. Bidders are permitted to communicate with the designated contacts **ONLY**. Note the name, address, phone numbers and email of the designated contacts. (see Section II – 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 III - 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 XII - Proposal Submission. Ensure your proposal conforms to the packaging requirements. Proposals not packaged accordingly may be deemed non-responsive.
10. Submit your proposal so that it is received by the designated due date and time (see Section III – Key Events/Dates). **DOCCS may not consider for award proposals received after the due date and time indicated.**

Glossary of Terms

Awardee/Successful Bidder	Entity selected to be awarded a tentative contract.
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.
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
DOCCS	Department of Corrections and Community Supervision
Facility	Correctional Facility
Inmate	Convicted felon that is incarcerated
PREA	Prison Rape Elimination Act
Request for Proposals (RFP)	This solicitation document
Vendor	Any individual or entity doing business with New York State.

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Attachment E:	Required Forms
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Attachment K:	Mandatory Intent to Bid Form
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**NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION
REQUEST FOR PROPOSALS #2019-13
PREA Employee Training Curriculum and Film Development**

I. OVERVIEW

The New York State Department of Corrections and Community Supervision (hereinafter “DOCCS” or the Department) is seeking a contractor with subject matter expertise in correctional staff PREA training (“Contractor”) to assist in the development of an agency-specific PREA refresher training program for all staff (both uniformed and non-uniformed, working within Prisons and Community Supervision settings). An essential component of the training is the production of a short film to reinforce the concepts addressed in the training, with a focus on combating staff sexual abuse and sexual harassment of inmates, retaliation and proper reporting under the Department’s sexual abuse prevention, response and investigation policies.

II. DESIGNATED CONTACTS

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

PRIMARY CONTACT

Linda Mitchell

NYS Department of Corrections and Community
Supervision
Division of Support Operations/Contract
Procurement Unit
550 Broadway
Menands, New York 12204
Voice: 1-518-436-7886, Ext. 3115
Email: Linda.Mitchell@doccs.ny.gov

ALTERNATE CONTACT

Randi Hammond

NYS Department of Corrections and Community
Supervision
Division of Support Operations/Contract
Procurement Unit
550 Broadway
Menands, New York 12204
Voice: 1-518-436-7886, Ext. 3042
Email: Randi.Hammond@doccs.ny.gov

Contacting anyone other than the designated contacts may result in rejection of bid. See details in Section IX.A.1 - 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 2019-13” 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: DOCCS <http://www.doccs.ny.gov/RFPs/rfps.html> and NYS Contract Reporter <http://www.nyscr.ny.gov/>. Any questions received after the due date and time (see Section III - 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.

III. 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.

Event	Date
Request for Proposals (RFP) Issued	November 22, 2019
Deadline for filing Mandatory Notice of Intent to Bid	December 10, 2019
Written Bidders Questions Deadline	December 9, 2019 by 3:00 PM EST
DOCCS Issues Responses to Questions (estimated)	December 11, 2019
Proposals Due to DOCCS	December 18, 2019, by 3:00 PM EST
Successful Bidder Selection (estimated)	January 13, 2020
Contract Start Date	April 15, 2020 or upon approval of the NYS Comptroller
All Work Associated with this Contract Must be Completed No Later than	Close of Business September 30, 2020

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

IV. 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.

- 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 15, 2020**, or upon approval by OSC (whichever date is later), as indicated in Section III - 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 VIII-C - Subcontractors).
- B. **Pre-Requisites** - 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.
- Prior experience providing training to a corrections or law enforcement agency
 - Prior experience developing training related to Prison Rape Elimination Act implementation.
 - Prior experience developing and producing a training film.
 - Provide at least three (3) Corrections or Law Enforcement reference letters

Failure to meet any of the above qualifications in whole or in part may result in a non-responsive bid determination and rejection of the bid.

- C. **Filing by Bidders of Mandatory Intent to Bid** - Filing of a Notice of Intent to Bid (**Attachment K**) is a mandatory prerequisite to further participation in this Procurement. DOCCS reserves the right, in its sole discretion, to alter the information and schedule shown above. In such an event, DOCCS will publish the notification on its website at <http://www.doccs.ny.gov/RFPs/rfps.html>. Bidders are not obligated to bid based on submitting an Intent to Bid. **However, failure to submit an Intent to Bid will result in the company being precluded from bidding. Attachment K can be sent electronically to Linda.Mitchell@doccs.ny.gov.** The original will be submitted with your proposal.

V. **SCOPE OF SERVICES**

PREA Standard 115.31 requires an agency to conduct PREA refresher training every two years. DOCCS has allotted two hours of classroom time for this training. The format of the training module the Department plans to implement consists of a Power Point-style presentation and a short film. The selected Contractor, with a DOCCS workgroup, will conduct multiple focus group discussions with separate groups of staff and inmates at several facilities. The Contractor shall utilize the information garnered from the workgroups in conjunction with their subject matter expertise to prepare a curriculum, including a story-board and/or script for the film. Upon approval by DOCCS, Contractor shall produce a presentation based on the curriculum and a short film based upon the story-board and/or script. DOCCS shall have the opportunity to review draft materials and direct edits, subject to reasonable limitations (for example, DOCCS acknowledges that edits requiring additional film shoots would be cost prohibitive). Upon final approval of the curriculum, presentation and film (the "training materials"), the Contractor shall conduct train the trainer sessions at two DOCCS' locations.

In the creation of this training, DOCCS will work with the Contractor to conduct staff focus groups that will include viewing the previously mentioned inmate education films and through the focus group process, determine where the greatest staff training needs can be met. The subsequent training and film will then address those identified needs.

The PREA staff refresher training will include all of the essential elements required under Standard 115.31/231/331 with a focus on key topics such as the dynamics of sexual abuse and sexual harassment in confinement, how to avoid inappropriate relationships with inmates, effective and professional communication with all inmates including LGBTI and gender non-conforming inmates, and practical information regarding how each employee can fulfill their responsibilities under DOCCS' mandated sexual abuse and sexual harassment reporting and response policies. The training must address practical techniques for supervisors, grooming process used by inmates and staff abusers, reporting requirements and procedures, and retaliation.

The training must satisfy the requirements of PREA Standards 115.31/231/331 that training shall be tailored to the gender of the inmates or residents at the employee's facility, and that the employee shall receive additional training if the employee is reassigned from a facility that houses only male inmates to a facility that houses only female inmates, or vice versa. The training must address staff working with different groups including male prison population, female prison population, LGBTI individuals, and community re-entry settings. The training should address the different dynamics of sexual abuse and sexual harassment that staff should be aware of when working with these different populations and shall include gender-informed information on trauma. This training will also help staff better understand the wide-range of victim response to incidents of sexual harassment and sexual abuse, include trauma-informed education addressing the common reactions of sexual abuse and sexual harassment in victims and how staff can detect and respond to signs of threatened and actual sexual abuse.

The classroom-based training presentation shall incorporate a film component. The film may use footage from DOCCS' two recently produced PREA inmate education films (funded by a FY 2011 Zero-Tolerance PREA Grant) but will include new footage and have an obvious focus on staff sexual abuse of inmates, as well as related misconduct. It is envisioned that the film will include interviews with victims of sexual abuse in prison, staff perpetrators of sexual abuse, and other staff who have been impacted by sexual abuse occurring at their facility.

DOCCS will work with the Contractor to identify one or more former employees who were convicted of a PREA-related sex offense, currently incarcerated or recently released victims of sexual abuse by staff, and other staff who have been impacted by sexual abuse who are willing to tell their stories on film. Formal written consent using a form provided by the DOCCS must be obtained from any individual prior to filming. All participants in the film will appear voluntarily and will not be entitled to any compensation (with the exception of regular salary for currently employed staff) in connection with this project.

DOCCS and the Contractor will carefully edit the film to blur the appearance of and employ other technics to protect the confidentiality of any participant who desires to remain anonymous. DOCCS and the Contractor will edit the film to remove any outward predatory language, actions or other comments that are not consistent with the Department's mission or the goals of the training.

The final presentation, lesson plan, film and all materials produced through this contract are works made for hire and are the property of DOCCS. All raw footage will be provided to DOCCS in a format that permits future use.

The Contractor, any employee working on the PREA refresher training program, any sub-contractors will sign a non-disclosure agreement.

DOCCS will have the opportunity to review multiple drafts of the presentation, lesson plan and film, and have final approval. No copies of the materials may be released without the express approval of DOCCS.

Contractor will provide the presentation, lesson plan and film in formats that permits future editing by DOCCS.

Contractor, in conjunction with DOCCS, will conduct two train-the-trainer sessions; one at each location below:

Albany Training Academy
1134 New Scotland Avenue
Albany, NY 12208 (Albany County)

Willard Drug Treatment Campus
7116 County Route 132
Willard, NY 14588 (Seneca County)

The Contractor's proposal shall outline strategies, costs and a timeline for each stage of working including, but not limited to: initial planning and preparation, site visits and focus group discussions, curriculum development, film development, all phases of film production work, training and facilitation.

VI. REQUIREMENTS

Bidders must demonstrate the following:

- That their background and experience qualify them to provide these services and that they have the fiscal integrity and organizational structure to support this undertaking.
- That they can provide the services described in Section V - Scope of Services in a manner that best meets the needs and operations of DOCCS.
- They will comply with all standard and appropriate regulations governing contracts with the State of New York (Attachment A). All provisions and requirements of Appendix A Standard Clauses for New York State Contracts (dated October 2019) will be incorporated into any contract resulting from this solicitation and will be binding upon the parties to such contract.

- That they have a willingness to work with DOCCS to achieve any goals established relative to sub-contracting and purchasing supplies from Minority and Women-Owned Businesses (M/WBE)–M/WBE Requirements and Forms (Attachment F).

M/WBE Compliance

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

New York State Law: Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations DOCCS is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of DOCCS contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, DOCCS hereby establishes an overall goal of **0 percent** for MWBE participation, **0 percent** for New York State-certified Minority-owned Business Enterprise (“MBE”) participation and **0 percent** for New York State-certified Women-owned Business Enterprise (“WBE”) participation (based on the current availability of MBEs and WBEs). A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the bidder agrees that DOCCS may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how DOCCS will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The bidder understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal.

The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.

In accordance with 5 NYCRR § 142.13, the bidder further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this solicitation, such finding constitutes a breach of contract and DOCCS may withhold payment as liquidated damages.

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.

By submitting a bid or proposal, a bidder agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a bidder may arrange to provide such evidence via a non-electronic method by contacting the designated contact(s) for this procurement. Additionally, a bidder will be required to submit the following documents and information as evidence of compliance with the foregoing:

1. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to DOCCS for review and approval.

DOCCS will review the submitted MWBE Utilization Plan and advise the bidder of DOCCS acceptance or issue a notice of deficiency within 30 days of receipt.

2. If a notice of deficiency is issued, the bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to DOCCS, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DOCCS to be inadequate, DOCCS shall notify the bidder and direct the bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

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

- a. If a bidder fails to submit an MWBE Utilization Plan;
- b. If a bidder fails to submit a written remedy to a notice of deficiency;
- c. If a bidder fails to submit a request for waiver; or
- d. If DOCCS determines that the bidder has failed to document good faith efforts.

The successful bidder will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to DOCCS but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful bidder will be required to submit a quarterly M/WBE Contractor Compliance & Subcontractor Payment Report to DOCCS, by the 10th day following each end of quarter as applicable over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the bidder agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The bidder is required to ensure that it and any subcontractors awarded a subcontract 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 bidder, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The bidder will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement to DOCCS with its bid or proposal.

If awarded a Contract, bidder shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by DOCCS on a quarterly basis as required during the term of the Contract.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

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

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

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

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. DOCCS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of DOCCS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, DOCCS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Bidder/Contractor is encouraged to contact the Office of General Services' (OGS) Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

Tax Law § 5-A

TAX LAW § 5-A (Amended April 26, 2006): 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.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax. The contractors must certify to DTF that each affiliate and subcontractor exceeding the sales threshold is registered with DTF to collect such State and local sales and compensating use taxes. The law prohibits the Comptroller, or other approving agency, from approving a contract to a vendor who is not registered in accordance with the law.

There are two (2) Contractor certification forms, with instructions, required for this bid. Form ST-220-TD is to be submitted directly to DTF. Submission to DTF is a one-time occurrence. If you have already submitted this form to DTF for other bidding opportunities, you do not need to submit the form attached to this bid. If, however, any certification information changes, a new ST-220-TD must be filed with DTF. Form ST-220-CA must be completed and submitted with this bid. This form certifies to the procuring agency that the contractor has filed ST-220-TD with DTF in compliance with the law.

Bidders should complete and submit the certification forms within two business days of request (if the forms are not submitted to DTF and/or and returned with bid). Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law, as failure to do so may render a bidder non-responsive and non-responsible.

Vendors may call DTF at 1-800-698-2909 for any and all questions relating to Tax Law § 5-a and relating to a company's registration status with DTF. For additional information and frequently asked questions, please refer to the DTF website: <http://www.tax.ny.gov>.

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: <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.

Executive Order Number 38. Limits on State-Funded Administrative Costs & Executive Compensation

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 website at <http://www.doccs.ny.gov/>.

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 in or which was under their active consideration during their tenure with the State Agency or Authority.

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.

Vendor Responsibility

Contractor must agree to the terms and conditions as noted in Section IX – Legal Required Forms of the RFP concerning Vendor Responsibility.

Encouraging Use of New York State Subcontractors and Suppliers

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 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. Read and complete the attached Encouraging Use of New York State Businesses in Contract Performance (Attachment E.7) and return as part of your proposal.

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 contractor's 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 their 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 (Attachment G). The bidders' responses will be evaluated using a predetermined rating scale.

DOCCS Departmental Directives, Policies and Procedures

Contractor must agree to comply with all applicable New York State and DOCCS policies, procedures, regulations and directives throughout the term of the contract. Any individual Provider or staff hired by the Contractor to work in the facilities and approved by DOCCS, by virtue of accepting his/her assignment, must abide by all policies, rules and regulations of the Department.

Specifically, each individual Provider is to be made aware of and agree to comply with the following Department Directives, as currently written, or as revised (Attachment I).

- #2216: Fingerprinting/Criminal History Inquiry - New Employees and Contractors
- #2810: Information Security Policy
- #4027A: Sexual Abuse Prevention & Intervention - Inmate-on-Inmate
- #4028A: Sexual Abuse Prevention & Intervention – Staff-on-Inmate
- #4936: Search of DOCCS Employees
- #0403: Research Studies and Surveys
- #4403: Inmate Visitor Program

Each Provider shall participate in an Orientation Program at the facility in accordance with Training Manual 7.150 "Orientation Program for Per Diem and Non-Departmental Employees".

DOCCS Policies implementing the Prison Rape Elimination Act (PREA)

In keeping with the Prison Rape Elimination Act (PREA), DOCCS has zero tolerance for sexual abuse or sexual harassment. DOCCS recognizes that inmates and parolees have the right to be free from sexual abuse and sexual harassment.

The contractor agrees to participate in Orientation and periodic training: Contractor shall require all staff to participate in general PREA training ("Sexual Abuse Prevention and Response Introduction/Refresher") as well as specialized PREA training for medical professionals ("Inmate Sexual Assault Post Exposure Protocol/PREA") prior to providing services under the Contract. Such training shall be conducted at the Correctional Facility and each Provider shall sign acknowledgement forms that they have completed and understand the training that has been provided. Periodic training, including review of annual written refresher information (DOCCS Training Bulletin #7) and refresher training at least every two years, is also mandatory.

The training will address the contractor's responsibilities under the Department's sexual abuse and sexual harassment prevention, detection, and response policies and procedures pursuant to PREA. This includes zero-tolerance for sexual abuse and sexual harassment; Providers duties to report allegations of sexual abuse, harassment or retaliation; the right of inmates to be free from sexual abuse and harassment; how to avoid inappropriate relationships with inmates; how to communicate effectively and professionally with inmates including lesbian, gay, bisexual, transgender, intersex, and gender nonconforming inmates; and other requirements.

Providers will read the most updated version of the Policy on the Prevention of Sexual Abuse of Inmates and Training Bulletin 7 "PREA: Sexual Abuse Prevention and Response". All Providers must acknowledge receipt in writing that they will be held accountable for and act in accordance with the policy and the law.

Prohibition of Sexual Misconduct

Providers are prohibited from having any sexual contact or engaging in any sexual conduct with an inmate. In accordance with Penal Law section 130.05, it is a crime for any employee to engage in sexual conduct or sexual contact with an inmate. For purposes of Penal Law section 130.05, an employee also includes any person providing direct services to inmates in a State correctional facility pursuant to a contractual arrangement with the Department or, in the case of a volunteer, a written agreement with the Department.

Any Provider who engages in sexual abuse shall be prohibited from contact with inmates and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies. DOCCS shall take appropriate remedial measures, and shall consider whether to prohibit further contact with inmates, in the case of any other violation of agency sexual abuse or sexual harassment policies by a Provider

Background Check Requirements

Background checks are required for all staff. As set forth below, Contractor shall be obligated to undertake and complete the following background checks for each Provider it proposes prior to the start of their engagement. DOCCS shall not be held liable for any costs incurred by the Contractor to perform background checks. DOCCS shall perform a criminal background records check of each Provider under the contract in accordance with Directive #2216 "Fingerprinting/Criminal History Inquiry – New Employees, and Contractors."

1. Background Check

- a. When a Contractor proposes a Provider, any previously completed background check shall be furnished with such Provider's Master File at the time of proposal. If there was no previous background check, the Contractor shall perform a complete background check and provide the results thereof to the correctional facility. If a prior background check was completed more than six months, then the Contractor shall perform an updated background check and provide the results thereof to the correctional facility.
- b. The Contractor is responsible for completing background checks on each Provider prior to such Provider beginning work. The completion of a background check of a given Provider shall not provide a given Provider with clearance to secured areas. A Contractor is required to maintain records of background checks for the Contract term, to include them in the Candidate's Master File, and make such records available to the State when requested.
- c. At a minimum, the background check must include the following steps:
 - i. Undertaking a criminal history record check including a) a national criminal history check, and b) state and county criminal checks using the NYS Office of Court Administration (NYSOCA) and comparable searches of states where the person lived, worked or attended school during the past five years. In the alternative, a Contractor may elect to obtain the record of convictions from NYSOCA directly and from their equivalents from other states where the person lived, worked or attended school during the past 5 years;

- ii. For positions in which the Candidate may be working directly or indirectly with minors, the elderly, or incapacitated individuals, determine if the Candidate is listed on the NYS Sex Offender Registry. The Authorized User is responsible for communicating these circumstances to the Contractor;
- iii. Verification of previous employment for the past five years;
- iv. Verification of educational background;
- v. Verification of social security number and U.S. citizenship or legal resident status;
- vi. Any other check requested by the correctional facility as necessary.

After the completion of the background check, the Contractor shall provide the results to the correctional facility. The correctional facility shall review the information and make a determination about the suitability of the Provider in accordance with the relevant statutory and contractual provisions.

2. Staff Removal

If a Contractor becomes aware that any Provider it has designated to work in a correctional facility becomes a potential risk to the State, the Contractor shall immediately notify the correctional facility. If the Provider is suspended at the facility, the Contractor will propose a qualified substitute. Should a correctional facility find a Provider to be an unacceptable risk to the State, the correctional facility shall notify the Contractor and may request that the Contractor provide a replacement.

Master File - "Master File" shall mean an electronic file maintained by Contractor for each staff servicing the correctional facility. The Master File must include: qualifications, certifications, licenses, and background checks.

VII. ADMINISTRATIVE INFORMATION

A. 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, diversity practice score, plus the financial evaluation score."

B. Price

Bidders are required to submit pricing using Cost Proposal Form **(Attachment C)**. 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 2019-13 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.

C. Term of Contract

The contract resulting from this RFP will start on **April 15, 2020** or upon OSC approval, whichever date is later, and continue for a term ending September 30, 2020.

D. 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. The contractor is required to submit a budget modification detailing any programmatic or line item changes to the original contract budget to the DOCCS's Contract Manager. All programmatic changes to the contract budget must be pre-approved by DOCCS. Any budget modification that is greater than 5 percent will require a detailed justification. Failure to submit a valid budget modification will delay the processing of vouchers for payment.

Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epayments@osc.state.ny.us or telephone 855-233-8363.

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 awardee does not already have a New York State Vendor ID, upon notice of contract award, the contractor 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.

The Contractor has the sole responsibility to submit invoices at the adjusted rate on the applicable anniversary date to the Authorized User, as appropriate. Should the Contractor fail to submit adjusted invoices within three (3) months after the applicable anniversary date, the Contractor shall be deemed to have waived its right to any increase in price for that year, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

E. Deliverables

Contractor will bill DOCCS after the completion of each deliverable for reimbursement of actual and necessary expenses during that period. All reimbursement claims should be submitted by the tenth (10th) calendar day of the following month and will be subject to future audit. DOCCS reserves the right to disallow any requests for reimbursement if it is determined that said costs are not either actual or necessary. NOTE: THE CONTRACT PRICE SHALL BE INCLUSIVE OF ALL TRAVEL COSTS.

The funded applicant will be required to submit reporting deliverables throughout the duration of the term of any contract awarded from this RFP. Please note that the exact deliverables, frequency, and dates are subject to negotiation but at a minimum will require the development of a project progress timeline requiring monthly reports. In addition to these monthly timeline progress reports, other performance reports as indicated below will also be mandated. Frequency of reports will be finalized once the applicant is selected.

#	Proposed Deliverable Name	Description	Payment Percentage for Completion of Deliverable
1	Meeting	Initial meeting with DOCCS SAPEO staff to discuss parameters of the project (in-person or teleconference)	2.5%
2	Review	Review of Departmental PREA Materials and Resources	2.5%
3	Focus Group	Conducting Focus groups at selected facilities with staff and inmates	5%
4	Curriculum and Power Point Draft	Initial Curriculum and Power Point Presentation (PPP) Draft and Discussion	5%
5	Film Development Background Work	Film Development – Selection of perpetrators, victims and facilities	10%
6	Film Development story board	Film Storyboard/Script	5%
7	Filming	Filming	20%
8	Curriculum and Power Point Post Production Draft	Final Curriculum and PPP development	5%
9	Film Editing	Revision and editing of film if necessary, may require several revisions must be completed by COB 09/15/2020	2.5%
10	Curriculum and Power Point Finalization	Revision and editing of Curriculum and PPP, may require several revisions	2.5%
11	Train the Trainer	Conducting Train- the- Trainer Sessions	10%
12	Delivery of Final Product	All finished Products and invoices must be received from the vendor by COB 09/30/2020	30%

VIII. CONTRACT CLAUSES

A. 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.

B. Conflict of Interest:

Bidder must disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Respondent or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this RFP. If a conflict does or might exist, please describe how your Staffing Firm would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.

Bidder must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

Additionally, a bidder will be required to submit the Vendor Assurance of No Conflict of Interest or Detrimental Effect (**Attachment E.2**) form located within this RFP as evidence of compliance with the foregoing.

C. Subcontracting

The Contractor agrees not to subcontract any of its services, unless as indicated in its bid, 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 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 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 a contract.

The Contractor retains ultimate responsibility for all services performed under a contract.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this RFP. Unless waived in writing by DOCCS, all subcontracts between the Contractor and subcontractors shall expressly name DOCCS as the sole intended third party beneficiary of such subcontract. 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 DOCCS a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against DOCCS.

DOCCS reserves the right, at any time during the contract term 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 RFP.

The Contractor shall give 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 a contract. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of a contract.

If at any time during performance under the contract the 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.

D. Debriefing

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by DOCCS that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contract identified in the Solicitation. Bidders will be accorded fair and equal treatment with respect to the opportunity for debriefings. The debriefing would be limited to review of that Bidder's proposal. After the final contract approval, DOCCS shall, upon request, provide a debriefing to any Bidder that responded to the solicitation, regarding the reason that the proposal submitted by the unsuccessful Bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty (30) days of approval of the contract as posted on the OSC website (web address below):

<http://www2.osc.state.ny.us/transparency/contracts/contractsearch.cfm>

E. Termination

1. Agency Termination

Event of default: if DOCCS, in its sole discretion, deems the Contractor's or that of its officers, Employees, subcontractors, agents, licensees, licensors, or affiliates, services are unsatisfactory, negligent or grossly negligent, DOCCS will send a written cure notice in accordance with the Notice provisions of the contract, and Contractor shall have thirty (30) days to correct the deficiencies noted. If the deficiencies are not corrected, DOCCS may terminate this contract immediately upon written notice. Notwithstanding the foregoing, DOCCS reserves the right to terminate immediately for cause.

Deficient Certifications: If the awarded contract has a value greater than \$15,000, DOCCS shall have the right to terminate in the event the State Finance Law sections 139-j and 139-k certifications executed by the Contractor are found to be false or incomplete. If the contract has a value of greater than \$100,000 and Contractor's sales for the immediately preceding four quarters were greater than \$300,000, or if the contract has a value of \$125,000 or greater, DOCCS shall have the right to terminate in the event the Contractor's Department of Taxation and Finance Contractor Certification form, ST 220-CA (Attachment E.4), statements are found to be false or incomplete.

Lack of Funds: If for any reason the State of New York terminates or reduces its appropriations to DOCCS, the awarded contract may be terminated or reduced at DOCCS's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the DOCCS for payment of such costs. In any event, no liability shall be incurred by the State (including DOCCS) beyond monies available for the purposes of the awarded contract.

DOCCS may terminate the awarded contract, upon written notice, in the event of any of the following: (i) Contractor makes an assignment for the benefit of creditors; (ii) a petition in bankruptcy or any insolvency proceeding is filed by or against Contractor and is not dismissed within thirty (30) days from the date of filing; or (iii) all or substantially all of Contractor's property is levied upon or sold in any judicial proceeding.

Convenience of DOCCS: The contract may be terminated at any time upon receipt of thirty (30) days prior written notice given by DOCCS for whatever reason.

This AGREEMENT may be terminated at any time upon mutual written consent of DOCCS and the CONTRACTOR.

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.

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.

F. Ethics Compliance

All bidders/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 bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

G. Indemnification

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 this Agreement and covenants and agrees to 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. The CONTRACTOR's duty to indemnify shall cover direct, indirect, special and consequential damages. Such indemnity shall not be limited to the insurance coverage herein prescribed.

H. **New York State Vendor File Registration**

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) must be registered in the New York State Vendor File (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, a unique New York State ten-digit vendor identification number will be assigned to your company 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 the Application Cover Sheet (see Attachment B).

If a Bidder is not currently registered with the New York State Vendor File, upon notice of contract award, DOCCS shall request a completed OSC Substitute W-9 form. A fillable form with instructions can be found at the following link:

http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf. DOCCS will initiate the vendor registration process. 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 NYS Vendor File, visit: http://www.osc.state.ny.us/vendor_management/.

To request assignment of a NYS Vendor ID to access the VendRep System **in advance of submitting your bid**, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us.

IX. **REQUIRED FORMS**

Individuals and corporations entering into contracts with New York State are subject to various laws and must submit certain documents pursuant to State Law or policy. The forms and related excerpts from law, and/or instructions are included in Attachments E and F. Please review the forms carefully and note that some forms require notarized signatures. The mandatory forms and documents include:

A. The following documentation must be submitted at the time of bid submission:

1. **Procurement Lobbying Act – State Finance Law § 139j and k – Certificate of Compliance**

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between DOCCS and an Offeror/Bidder during the procurement process. An Offeror/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by DOCCS and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified in Section II – Designated Contact of this solicitation. DOCCS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offeror/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offeror/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

<https://ogs.ny.gov/acpl/>

2. Vendor Responsibility Questionnaire

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 to file the required Questionnaire online via the New York State VendRep System. It is recommended that all Bidders become familiar with the requirements of the Questionnaire early in the process to provide sufficient time to complete the Questionnaire.

To enroll in 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 or to use, go directly to the VendRep System online at <https://portal.osc.state.ny.us/Enrollment/login>.

A Bidder's online Questionnaire cannot be viewed by DOCCS until the Bidder has certified the Questionnaire. 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.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. For VendRep assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or ITServiceDesk@osc.state.ny.us.

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

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.

The Bidder agrees that if it is awarded a Contract the following shall apply:

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.

The 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.

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 NYS DOCCS at the Contractor's expense where the Contractor is determined by DOCCS to be non-responsible. In such event, DOCCS may complete the contractual requirements in any manner deemed advisable and pursue available legal equitable remedies for breach.

3. **Encouraging Use of New York State Businesses in Contract Performance** 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 (Attachment F.7). 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.

4. **M/WBE - EEO Policy Statement**

By completing the Minority/Women-Owned Business Enterprises – Equal Employment Opportunity (M/WBE-EEO) Policy Statement (Attachment F), Bidder agrees to adopt DOCCS' policies to assist in achieving the M/WBE contract participation goals set by DOCCS and provide Equal Employment Opportunities.

5. **EEO Staffing Plan**

The Bidder will be required to submit an Equal Employment Opportunity (EEO) Staffing Plan (Form EEO 100) identifying the anticipated work force to be utilized on the contract (Attachment F).

- B. The following documentation will be required from the Vendor upon notice of contract award:

1. **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.

Contractors shall be required to procure, at their sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this Solicitation, policies of insurance as required by this Section. All insurance required by this Section shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Section should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. DOCCS may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Bidders and Contractors shall deliver to DOCCS evidence of the insurance required by this Solicitation and any Contract resulting from this Solicitation in a form satisfactory to DOCCS. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by DOCCS does not, and shall not be construed to, relieve Bidders or Contractors of any obligations, responsibilities or liabilities under this Solicitation or any Contract resulting from this Solicitation.

The Contractor shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

- A. General Conditions Applicable to Insurance. All policies of insurance required by this Solicitation or any Contract resulting from this Solicitation shall comply with the following requirements:
1. Coverage Types and Policy Limits. The types of coverage and policy limits required from Bidders and Contractors are specified in Paragraph B Insurance Requirements below.
 2. Policy Forms. Except as otherwise specifically provided herein or agreed to in the Contract resulting from this Solicitation, all policies of insurance required by this Section shall be written on an occurrence basis.
 3. Certificates of Insurance/Notices. Bidders and Contractors shall provide DOCCS with a Certificate or Certificates of Insurance, in a form satisfactory to DOCCS as detailed below, and pursuant to the timelines set forth in Section B below. Certificates shall reference the Solicitation or award number and shall name The New York State Department of Corrections and Community Supervision, Harriman Campus, 1220 Washington Avenue, Albany, New York 12226-2050, as the certificate holder.

Certificates of Insurance shall

- Be in the form acceptable to DOCCS and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- Refer to this Solicitation and any Contract resulting from this Solicitation by award Contract number;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

DOCCS generally requires Contractors to submit only certificates of insurance and additional insured endorsements, although DOCCS reserves the right to request other proof of insurance. Contractors should refrain from submitting entire insurance policies, unless specifically requested by DOCCS. If an entire insurance policy is submitted but not requested, DOCCS shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by DOCCS does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation.

4. **Primary Coverage.** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the contract and their officers, agents, and employees shall be excess of all applicable Contractor's insurance, including any umbrella and/or excess policies, and shall not contribute with the Bidder/Contractor's insurance.

5. **Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this Section at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.
6. **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from DOCCS. Such approval shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request. If the Contractor is unable to meet their obligation under any deductible, self-insured retention or self-insurance, neither the People of the State of New York nor DOCCS will be obligated to drop down to cover those amounts.
7. **Subcontractors.** Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Section and maintain the same in force during the term of any work performed by that Subcontractor.
8. **Waiver of Subrogation.** For all liability policies and the workers' compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.
9. **Additional Insured.** The Contractor shall cause to be included in each of the liability policies required below, ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage, such as the combination of CG 20 10 04 13 and CG 20 37 04 13) and form CA 20 48 10 13 (or a form or forms that provide equivalent coverage), naming as additional insureds: The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to DOCCS pursuant to the timelines set forth in Section B below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Section had the Contractor obtained such insurance policies.

10. **Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies; however, a minimum of two million dollars (\$2,000,000.00) must be primary coverage for general liability and auto liability. All Contractor's applicable insurance policies, including umbrella and excess insurance, will be primary to any insurance, self-insurance, deductible or self-insured retention of The People of the State of New York, the New York State Department of Corrections and Community Supervision, or any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.
11. **Notice of Cancellation or Non-Renewal.** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide DOCCS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.
12. **Policy Renewal/Expiration** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to DOCCS. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Contract resulting from this Solicitation, or proof thereof is not provided to DOCCS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by DOCCS.
13. **Deadlines for Providing Insurance Documents after Renewal or Upon Request.** As set forth herein, certain insurance documents must be provided to the DOCCS Procurement Services contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to DOCCS as soon as possible but in no event later than the following time periods:
 - For certificates of insurance: 5 business days
 - For information on self-insurance or self-retention programs: 15 calendar days
 - For other requested documentation evidencing coverage: 15 calendar days
 - For additional insured and waiver of subrogation endorsements: 30 calendar days

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to DOCCS, DOCCS shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

B. Insurance Requirements

Bidders and Contractors shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation, at their own expense, the following insurance with limits not less than those described below and as required by the terms of any Contract resulting from this Solicitation, or as required by law, whichever is greater:

Insurance Type		Proof of Coverage is Due
Commercial General Liability	[Not less than \$2,000,000 each occurrence]	Upon Notification of Tentative Award
General Aggregate	\$2,000,000	
Products – Completed Operations Aggregate	\$2,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
Business Automobile Liability Insurance	[Not less than \$2,000,000 each occurrence]	
Workers' Compensation		
Disability Benefits		

1. **Commercial General Liability Insurance:** Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage 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].

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate
- Products – Completed Operations Aggregate
- Personal and Advertising Injury
- Each Occurrence

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under the Contract;
- Cross liability for additional insureds;
- Products/completed operations for a term of no less than three [1-3] years, commencing upon acceptance of the work, as required by the Contract;
- [Explosion, collapse and underground hazards; and
- Contractor means and methods].

2. **Business Automobile Liability Insurance:** Such insurance shall cover liability arising out of any automobile used in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract on a form provided by DOCCS. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with

performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to DOCCS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

In the event that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, but the Contractor does subcontract, hire and/or utilize non-owned automobiles in connection with performance under the Contract, the Contractor, subcontractor or owner of the automobile(s) must: (i) obtain Business Automobile Liability Insurance as required by this Solicitation or any Contract resulting from this Solicitation, except that such insurance may be limited to liability arising out of hired and/or non-owned automobiles, as applicable; and (ii) attest to the fact that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, on a form provided by DOCCS. If, however, during the term of the Contract, the Contractor acquires or leases any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this Section and provide proof of such coverage to DOCCS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

3. **Workers' Compensation Insurance and Disability Benefits Requirements**

- Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to DOCCS.** Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to DOCCS at the time of Bid submission, policy renewal, contract renewal, and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

The failure to comply with the requirements of this Attachment at any time during the term of any Contract resulting from this Solicitation shall be considered a breach of the terms of any Contract resulting from this Solicitation and shall allow the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation and their officers, agents, and employees to avail themselves of all remedies available under any Contract resulting from this Solicitation, at law or in equity.

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form 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*, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);
- Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to DOCCS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to DOCCS upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

- Form 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*, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);
- Form DB-120.1, Certificate of Disability Benefits Insurance, sent to DOCCS by the Contractor's insurance carrier upon request; or
- Form DB-155, Certificate of Disability Benefits Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov>. Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.

2. Department of Taxation and Finance Contractor Certification–Forms ST-220-CA & ST-220-TD

The Contractor must submit Form ST-220-CA (Attachment E.4) to certify that it has filed Form ST-220-TD with the NYS Department of Taxation and Finance (DTF) 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. Bidders may access and complete a fillable Form ST-220-CA by using the following link: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf.

Form ST-220-TD (Attachment E.4) must be filed directly with DTF at the address on the front page of the form. Bidders may access and complete a fillable Form ST-220-TD using the following link: 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 Taxation and Finance (DTF) at <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>. Vendors may call DTF directly at 1-800-698-2909 for any and all questions relating to Tax Law Section 5-a and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF website: <http://www.tax.ny.gov>.

3. 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 (Attachment E.5). 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 (Attachment E.5), 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.

4. Non-Disclosure Agreement

A Non- Disclosure Agreement will be made part of the awarded contract (Attachment E.6).

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.

5. M/WBE Utilization Plan

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

6. Executive Order Number 177

Bidders must review Executive Order 177 prior to submitting bids/proposals. You may access the executive order on the Governor's website:

<https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/EO177.pdf>

Bidders must complete the EO177 Certification form located within this RFP (Attachment E.3) as evidence of compliance with the foregoing and submit with bid/proposal.

7. Sexual Harassment Prevention

New York State Finance Law § 139-l, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of New York State Labor Law § 201-g: <https://www.nysenate.gov/legislation/laws/LAB/201-G>

New York State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of New York State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>

Pursuant to New York State Finance Law § 139-l, any bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder (Attachment E.3).

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and consideration of such statement, DOCCS may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

X. PROCUREMENT RIGHTS

A. DOCCS reserves the right to the following:

1. At any time, amend RFP specifications to correct errors or oversights, and to supply additional information as it becomes available. All bidders who have received this RFP will be supplied with all amendments or additional information issued.
2. Seek clarifications and revisions of proposals.
3. Change any of the scheduled dates stated herein with written notice to all bidders who have received this RFP.
4. Disqualify proposals that fail to meet mandatory requirements.
5. Request any non-mandatory documents from bidder.
6. Amend, modify, or withdraw this RFP at any time and without notice to or liability to any bidder or other parties for expenses incurred in preparation of a proposal.
7. Not to proceed with an award.
8. Reject any and all proposals received in response to the RFP.
9. Make an award under the RFP in whole, or in part.
10. Use proposal information obtained through site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP.
11. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments.
12. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders.
13. Waive any requirements that are not material.
14. Negotiate with a successful bidder within the scope of the RFP in the best interests of the State.
15. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder.
16. Utilize any and all ideas submitted in the proposals received.
17. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 180 days from the bid opening.
18. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of the solicitation.

- B. Issuance of this RFP does not commit DOCCS to award a contract or to pay any costs involved in preparation of proposals. All proposals are submitted at the sole responsibility of the bidder.
- C. The proposal must be signed by the Chief Executive Officer or an Authorized Designee of the agency and shall constitute a firm offer by the bidder for a minimum period of 180-days after proposal submission. The proposal shall serve as the basis for the contract with the successful bidder.
- D. Bidders may propose to partner or sub-contract with other entities to meet the terms of this RFP. In such a case, however, DOCCS will only communicate with the bidder, not the partner or sub-contractor. If bidder proposing such is awarded, the partner or sub-contractor will be required to complete a Vendor Responsibility Questionnaire.
- E. Successful bidder will be required to assure compliance with certain provisions of both state and federal Law. These include, but are not limited to, assurance of non-discrimination, affirmative action in hiring and provision of services, and the protection of client records as required by law and regulation. Proposals from Minority and Women-Owned Enterprises and Service-Disabled Veterans'-Owned Businesses are encouraged.
- F. Unsuccessful bidders will be notified in writing and will be offered an opportunity to be debriefed. A debriefing, if any, will be scheduled for all unsuccessful bidders upon request, at a date, time and location convenient to both DOCCS and the bidder concerned.
- G. Information regarding current contracts may be requested under the Freedom of Information Law (FOIL). FOIL requests should be submitted to DOCCS Records Access Officer. Specific filing information can be obtained at <http://www.doccs.ny.gov/DOCCSwebfoiform.aspx>. Information may be provided once the entire procurement process has been completed and formally approved by the appropriate state agencies.
- H. Upon contract award, if Contractor is not able to start the program on April 1, 2019, 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 (Attachment E.6).
- J. Any negotiated contract must conform to the laws of New York State and will be subject to approval by the Department of Law and the Office of the State Comptroller. The contract will not be effective until approval has been granted by the Department of Law and the Office of the State Comptroller.
- K. Information regarding the procurement procedure may be found on the webpage of the New York State Procurement Guidelines of the State Procurement Counsel at: <http://www.ogs.ny.gov/BU/PC/SPC.asp> and Office of General Services Procurement Services webpage at: <http://ogs.ny.gov/BU/PC/>.
- L. It is stipulated and agreed by the parties that the laws of the State of New York shall solely and in all respects, govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this solicitation.
- M. In the event that any one or more of the provisions of the forthcoming contract shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this said contract, which shall then be construed as if such unenforceable provision had never been written or was never contained in the contract.
- N. In the event of any material breach of service by the contractor, DOCCS shall give written notice specifying the material breach. If such written notice of material breach is given and the contractor does not correct the breach to DOCCS' satisfaction within ten (10) business days after receipt of the written notice, DOCCS shall have the right to unilaterally and immediately terminate the agreement and seek a replacement contractor in order to maintain service without penalty to DOCCS.

- O. Inspection of Books - It is expressly understood and agreed that the Department of Corrections and Community Supervision and the New York State Comptroller shall have the right to inspect and audit the Contractor's records covered under this Agreement, in accordance with his statutory responsibility to examine the books and accounts of every Agency. The New York State Comptroller requires, and the Contractor agrees to, the retention of all material that is pertinent to an audit of the operations under any contract resulting from this RFP for a full seven-year period from the expiration of the contact.
- P. Procurement Lobbying Termination - DOCCS reserves the right to terminate this contract in the event it is found that the certification filed by the Bidder in accordance with New York State Finance Law §139 j & k was intentionally false or intentionally incomplete. Upon such finding, DOCCS may exercise its termination right by providing written notification to the Bidder in accordance with the written notification terms of this contract.

XI. PROPOSAL CONTENT

This section of the RFP sets forth the criteria to be used by DOCCS for the evaluation of proposals submitted. The evaluation criteria will be applied uniformly and equally, ensuring that each qualified bidder has an opportunity to be fairly considered. Best Value Award will be based on the highest composite bidder's score. 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, Diversity Practices Questionnaire and Cost Proposal submitted:

Section	Category	Points
A	Mandatory Requirements	Pass/Fail
B	Knowledge, Best Practice, Evidence to Support Program Design	70 Points
C	Diversity Practices	5 Points
D	Cost Proposal	25 Points

Points will be awarded for responses in each category as listed above using predetermined rating scales. The resulting Program Review scores will be calculated by adding the total points from each reviewer and dividing that number by the total number of reviewers. This will create an average score for all reviewers' totals. The highest possible score is 100 points.

All proposals will be evaluated based on thoroughness in responding to each item below. 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, Bidders must follow the format set forth herein and must provide all of the information requested. All items identified in the following list must be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.

A. Mandatory Requirements (Pass/Fail)

Pass/Fail Checklist – Will consist of a review of each original proposal to ensure that all submission requirements, mandatory requirements and minimum bidder qualifications are met. Failure to meet any of these requirements in the original proposal may result in a proposal being considered non-responsive.

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

- Bidder's Response to Mandatory Requirements (see Section XI, A):
- Technical Proposal
- Diversity Practices Questionnaire (Attachment G)
- Cost Proposal Form
- Submission of a minimum of three (3) corrections or law enforcement reference letters
- Bidder meets the mandatory requirements.
- Mandatory forms and document requirements:
 - Cover Letter and the Completed Application Cover Sheet (Attachment B)
 - Completed Procurement Lobbying Certification (Attachment E.1).
 - Completed and Certified Vendor Responsibility Questionnaire (completed online or paper questionnaire submitted).
 - Vendor Assurance of No Conflict of Interest or Detrimental Effect
 - Completed DOCCS M/WBE–EEO Policy Statement (Attachment F).
 - Completed EEO Staffing Plan (Attachment F).
 - Completed EO 177 Certification (Attachment E.3).
 - Completed State Finance Law Section 139-1 Certification (Attachment E.3)
 - Completed Bid Submission Checklist (Attachment H).
 - Signed copies of all addenda released for this solicitation.

B. Technical Proposal (70 Points)

Technical Proposals should address the Scope of Services. The overall score for this part of the submission is worth 70% of the final combined score. Provide succinct responses in your proposal to address the following specific components. Simply answer the questions in the clearest, most direct manner possible. Do not include any cost information in the Technical Proposal submission.

1. KNOWLEDGE, BEST PRACTICE, EVIDENCE TO SUPPORT PROGRAM DESIGN (70 POINTS)

- Describe Expertise in Developing PREA Compliance Curriculum in the corrections field for both uniformed and non-uniformed staff **(15 Points)**
- Describe your experience producing a training film. **(15 Points)**
- Describe Expertise in the Development of Power Point Presentations to hold the attention and encourage dialogue with both uniformed and non-uniformed staff **(5 Points)**
- Describe your knowledge in what leads staff to cross boundaries when working with inmates and the impact of such incidents on inmates **(5 Points)**
- Describe your knowledge and understanding of institutional cultural change and best practices in achieving institutional cultural change **(10 Points)**
- Describe your knowledge and expertise regarding the LGBTIQ population and the challenges they face in an institutional setting **(10 Points)**
- Describe your experience in conducting train-the-trainer sessions **(10 Points)**

Total 70 Points

C. Diversity Practices Questionnaire (5 Points)

Bidders must complete the Diversity Practices Questionnaire (Attachment G) as described in this RFP herein. The responses will be evaluated using a separate predetermined rating scale. The resulting scores assigned for diversity practice will be worth up to 5%. The Diversity Practices response is to be packaged in a **separate envelope** labeled as RFP 2019-02 Diversity Practices Questionnaire.

D. Cost Proposal (25 Points)

The Cost Proposal Form must be completed 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 C - Cost Proposal Form are for evaluation purposes only. **NOTE: THE CONTRACT PRICE SHALL BE INCLUSIVE OF ALL TRAVEL COSTS.**

If your proposal's required expenditure-based budget, budget narrative/justifications, indirect cost calculation and all other funds are not clearly lined out in your proposal, your proposal may be disqualified. If a bidder does not have indirect costs, clearly indicate "Not Applicable" on **Attachment C.**

XII. PROPOSAL SUBMISSION

A. 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 Linda.Mitchell@doccs.ny.gov. Enter "RFP 2019-13" 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 3:00 p.m. EST on the date specified in Section III – 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 <http://www.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 III – 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 IX.A.1 - Procurement Lobbying Act).

B. Proposal Packaging and Submission

For the purpose of evaluation, each proposal must be submitted in five (5) parts but mailed together.

1. **Part I – Response to Mandatory Requirements and Mandatory Forms and Document Requirements** - Shall be comprised of the Bidder's response to Minimum Qualifications (Section IV) Mandatory Requirements (Section XI, A) and the submission of mandatory forms and documents included in Attachments E and F and described in Section IX – Legal Required Forms and in other sections of the RFP. Notarized signatures are required on some forms. Include a copy of the Bid Submission Checklist (**Attachment H**).
2. **Part II - Technical Proposal Submittal** - Must consist of the Technical Proposal submittal only. The Technical Proposal must be clearly marked "RFP 2019-13 Technical Proposal" in a separate sealed envelope. DO NOT INCLUDE ANY COST INFORMATION.
3. **Part III – Diversity Practices Submittal** - Must consist of the Diversity Practices Questionnaire submittal only. The Diversity Practices Questionnaire must be clearly marked "RFP 2019-13 Diversity Practices Submittal" in a separate sealed envelope.
4. **Part IV - Cost Proposal Submittal** - Must consist of the cost proposal submittal only. The cost proposal must be clearly marked "RFP 2019-13 Cost Proposal" in a separate sealed envelope.
5. **Part V – Electronic Copy of Documents** - In addition to the original hard copy proposal submissions please include one electronic copy of all documents in PDF format on an electronic medium (i.e. USB flash drive, CD, etc.).

Each part must be complete in itself so 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 and Diversity Practices Questionnaire are not to be included in Parts I or II** and must be sealed separately.

The rules established for proposal content and format will be enforced. Variations from the rules prescribed herein may 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 (Attachment D).

C. Proposal Due Date

The completed proposal, with all required attachments and documentation, must be received no later than **3:00 PM. on December 18, 2019**. Any proposal received after this date and time may 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 2019-13**" and forwarded to:

Attn: Linda Mitchell, Contract Management Specialist II
NYS Department of Corrections and Community Supervision
Contract Procurement Unit – Support Operations
Proposal for RFP 2019-13
550 Broadway, Menands, New York 12204

XIII. PROPOSAL EVALUATION CRITERIA AND SELECTION PROCESS

A. 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 (see Section XII, B) and mandatory requirements (see Section XI, A) are met. Failure to meet any of the submission and mandatory requirements in the original proposal may result in a proposal being considered non-responsive and may 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 in the pass/fail checklist (see Section XI, A):

- **Phase 2 - Technical Proposal Submittal (70 Points)**

Phase 2 will consist of evaluation of your detailed technical proposal response (Part II). Proposals will be evaluated based on thoroughness in responding to each item listed in Section XI, B.

- Expertise in Developing PREA Compliance Curriculum in the corrections field for both uniformed and non-uniformed staff **(15 Points)**
- Experience producing a training film. **(15 Points)**
- Expertise in the Development of Power Point Presentations to hold the attention and encourage dialogue with both uniformed and non-uniformed staff **(5 Points)**
- Knowledge in what leads staff to cross boundaries when working with inmates and the impact of such incidents on inmates **(5 Points)**
- Knowledge and understanding of institutional cultural change and best practices in achieving institutional cultural change **(10 Points)**
- Knowledge and expertise regarding the LGBTIQ population and the challenges they face in an institutional setting **(10 Points)**
- Experience in conducting train-the-trainer sessions **(10 Points)**

Points will be awarded for responses in each category as listed above using predetermined rating scales. The resulting Program Review scores will be calculated by adding the total points from each reviewer and dividing that number by the total number of reviewers. This will create an average score for all reviewers' totals.

- **Phase 3 – Diversity Practices (5 Points)**

Respondents must complete the Diversity Practices Questionnaire (Attachment G), as described in this RFP herein. The responses will be evaluated using a separate predetermined rating scale. The resulting scores assigned for diversity practice will be worth up to 5%. The Diversity Practices response is to be packaged in a **separate envelope** labeled as RFP 2019-13 Diversity Practices Questionnaire.

- **Phase 4 - Part IV Cost Proposal Submittal (25 Points)**

Phase 4 will consist of an evaluation of the overall cost (Part IV) of each proposal. Bidders are required to submit pricing using the Cost Proposal Form (Attachment C). Each proposal will be scored as follows: The cost proposal with the lowest total fee will be awarded the maximum possible points. All other bidders will receive a proportionate number of points using the following formula: low bid/bid being evaluated X category weight.

B. Final Composite Score (100 Points)

The scores for the Technical submittal, Diversity Practices Questionnaire, 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.

C. 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.

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 \$25,000, 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 § 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 (2 NYCRR § 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 Part 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 clause. The

contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by

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

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

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

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

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

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

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

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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 §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 § 5-a, if the contractor fails to make the certification required by Tax Law § 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/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

ATTACHMENT B

Application Cover Sheet

New York State Department of Corrections and Community Supervision

Application Cover Sheet

Applicant Legal Name: _____

Contact Person: _____

Business Address: _____

Phone: _____ E-Mail Address: _____

Fax: _____ Website Address: _____

Federal ID #: _____ NYS Vendor ID #: _____

Submitted By:

Name of Authorized Official: _____

Title of Authorized Official: _____

Signature of Authorized Official: _____

Date: _____

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

ATTACHMENT C

Cost Proposal Form

See Separate Attachment C

ATTACHMENT D

Bid Declination Form

New York State Department of Corrections and Community Supervision
Attachment D
RFP 2019-13 PREA Employee Training Curriculum
Bid Declination Form

Please complete the information below and return this form by email to the person listed at the bottom of the form.

Company Name: _____

Address: _____

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

_____ We do not have the capacity to administer the services.

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

_____ We are not interested in working with your Agency.

_____ Other reason(s) – please explain _____

Please remove our company from future RFP solicitations: No _____ Yes _____

Name of Contact Person: _____ Date Returned: _____

Phone Number: _____

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

Linda Mitchell, Contract Management Specialist II
NYS Department of Corrections & Community Supervision
Division of Support Operations / Contract Procurement Unit
550 Broadway, Menands, New York 12204
Email: Linda.Mitchell@doccs.ny.gov

ATTACHMENT E

Required Forms

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

- Procurement Lobbying Certification (Attachment E.1)
- Vendor Assurance of No Conflict of Interest or Detrimental Effect (Attachment E.2)
- NYS Required Certificates EO177 and SFL 139-I (Attachment E.3)
- M/WBE and EEO Policy Statement (Attachment F)
- EEO Staffing Plan (Form EEO-100) (Attachment F)
- At least three reference letters
- Vendor Responsibility Questionnaire (if not completed online) (see Section IX.A.2 for information and web links to complete)
- Bid Submission Checklist (Attachment H)

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

- ☐ Contractor Insurance Requirements (see Section IX.B.1-2):
 - Commercial General Liability
 - Comprehensive Business Automobile Liability
 - Errors & Omissions Liability
- Compliance with Workers' Compensation and NYS Disability Benefits Insurance Requirements (see Section IX.B.3):
 - Proof of Compliance with Workers' Compensation Coverage
 - Proof of Compliance with Disability Benefits Coverage
- ☐ Tax and Finance Form ST-220-CA (Attachment E.4)
NOTE: Form ST-220-TD is filed directly with NYS Department of Tax & Finance
- Consultant Disclosure Form A (Attachment E.5)
- Non-Disclosure Agreement (Attachment E.6)

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:

<https://ogs.ny.gov/acpl/>

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

By: _____ Date: _____

Name: _____ Title: _____

Contractor Name: _____

Contractor Address: _____

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

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

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

Offeror Certification:

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

By: _____ Date: _____

Name: _____ Title: _____

Procurement Lobbying Termination

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

RETURN THIS FORM WITH YOUR PROPOSAL

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide commodities/services pursuant to this RFP, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this solicitation 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 RFP;
5. During the negotiation and execution of any contract resulting from this RFP, 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 RFP, 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 RFP 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: _____

Signature: _____ Date: _____

This form must be signed by an authorized executive or legal representative.

RETURN THIS FORM WITH YOUR PROPOSAL



Corrections and Community Supervision

NYS REQUIRED CERTIFICATIONS

EXECUTIVE ORDER NO. 177 CERTIFICATION

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Contractor hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296 (11) of the New York State Human Rights Law.

STATE FINANCE LAW § 139-L CERTIFICATION

Contractor and each person signing on behalf of any Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the Contractor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. If the Contractor cannot make the foregoing certification, such Contractor shall so state and shall furnish a signed statement that sets forth in detail the reasons that the Contractor cannot make the certification.

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Certification document and that all information provided is complete, true and accurate.

Authorized Signature		Date
Print Name		Title
Company Name		
D/B/A – Doing Business As (if applicable)		
Address		
City	State	Zip

CONTRACTOR CERTIFICATION FORMS
(Pursuant to Section 5-A of the Tax Law)

Form ST-220-CA (2 pages)

Regardless of whether ST-220-TD is being filed/updated for this bid or not, these 2 pages must be completed, signed and returned with this bid.

Form available at:

http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

Form ST-220-TD (4 pages)

If filing with the Department of Taxation & Finance for the first time, or previously submitted information needs to be updated, these 4 pages must be removed from this bid, completed, signed and submitted directly to the Department of Taxation and Finance.

Form available at:

http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency
(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)**ST-220-CA**
(12/11)For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help?* on back).

Contractor name				For covered agency use only Contract number or description	
Contractor's principal place of business		City	State		
Contractor's mailing address (if different than above)					
Contractor's federal employer identification number (EIN)				Contractor's sales tax ID number (if different from contractor's EIN)	
Contractor's telephone number				Covered agency name	
Covered agency address				Covered agency telephone number	

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

- ☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.
- ☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)
- and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions**General information**

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned on or after April 26, 2006 (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF

88.:

COUNTY OF

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:

[Mark an X in the appropriate box and complete the accompanying statement.]

D (If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.

D (If a corporation): he is the _____

☐ _____, 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.

D (If a partnership): he is a ----- 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.

D (If a limited liability company): he is a duly authorized member of _____
☒ ~~he~~ 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.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?

Visit our Web site at **www.tax.ny.gov**
get information and manage your taxes online
• check for new online services and features



Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

(518) Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

Contractor Certification(Pursuant to Tax Law Section 5-a, as amended,
effective April 26, 2006)**ST-220-TD**

(4/15)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor's name			
Contractor's principal place of business	Qty	State	ZIP code
Contractor's mailing address (if different than above)	City	State	ZIP code
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's BNJ)	Contractor's telephone number () 1	
Covered agency or state agency	Contract number or description	Covered agency telephone number ()	
Covered agency address	Qty	State	ZIP code
Is the estimated contract value over the full term of the contract (but not including renewals) more than \$100,000?			
Yes D	No D	Unknown at this time D	

General information

Tax Law section 5-a, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file Form ST-220-CA, *Contractor Certification to Covered Agency*, certifying to the procuring state entity that they 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 they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and *Individual Corporation Partnership or LLC Acknowledgement* on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and Tax Law section 5-a, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a*, (as amended effective April 26, 2006). See *Need help?* for more information on how to obtain this publication.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

NYS TAX DEPARTMENT
DATA ENTRY SECTION
WA HARRIMAN CAMPUS
ALBANY NY 12227 -0826

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?

Visit our Web site at **www.tax.ny.gov**
Web site • get information and manage your taxes online
 • check for new online services and features

Telephone assistance

Sales Tax Information center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations or persons with disabilities, call the information center.

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, and 3 below. Make **only one** entry in each section.

Section 1 - Contractor registration status

- ☐ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- ☐ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 - Affiliate registration status

- ☐ The contractor does not have any affiliates.
- ☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- ☐ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 - Subcontractor registration status

- ☐ The contractor does not have any subcontractors.
- ☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- ☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this _____ day of _____, 20_____

(sign before a notary public)

(title)

Individual, Corporation Partnership, or LLC Acknowledgment

STATE OF

SS.:

COUNTY OF

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:

[Mark an X in the appropriate box and complete the accompanying statement.]

☐ (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 a _____ 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. _____

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 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

Agency Business Unit: DOC01

Contract Number:

Contract End Date: / /

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

Name of person who prepared this report:

Phone #:

Preparer's Signature: _____

Date Prepared: / /

FORM B			
New York State Consultant Services Contractor's Annual Employment Report			
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: 3250226	
Contractor Name:			
Contractor Address:			
Description of Services Being Provided:			
Scope of Contract (Choose one that best fits):			
<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			
Employment Category	Number of Employees	Number of Hours 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
Total this Page	0.00	0.00	\$ 0.00
Grand Total			

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature: _____

Date Prepared: / /

(Use additional pages, if necessary)

Page of

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

THIS NONDISCLOSURE AGREEMENT is entered into as of _____, 20__ by the New York State Department of Corrections and Community Supervision (“DOCCS”) which is the party disclosing confidential information, and **(Contractor)**, which is the party receiving confidential information (“Recipient”), in order to protect the confidential information which is disclosed to the Recipient by DOCCS.

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

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

2. The confidential information disclosed by DOCCS under this Agreement is described as: As stated in RFP 2019-13, and all personal information.

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

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

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

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

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

8. Any unauthorized disclosure of procurement information may subject Recipient to criminal, civil, and/or administrative penalties.

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

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

11. This agreement controls information that is disclosed to Recipient between MONTH, DAY, 20** or upon OSC approval and through September 30, 2020 or contract end.

12. The Recipient’s duties under paragraph 3,4,5,6 & 7 of this Agreement shall expire (1) year after the information is received. The recipient shall return or destroy all DOCCS confidential information. All paper documents and any copies, made in accordance with #3 above, are to be shredded. Electronically stored information is to be destroyed by shredding or securely wiping the media.

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

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

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

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

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

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

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

20. This Agreement is made under and shall be governed by the laws of the State of New York.

21. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party. Any assignment made without said consent shall be null and void.

22. The recipient shall indemnify and hold harmless DOCCS and the State of New York from any and all suits, causes of actions, claims, grievances, damages, judgments, and costs of every name and description under this Agreement, unless such injuries or damages are directly attributable to the intentional acts or negligent conduct of DOCCS, the State of New York, or their employees.

23. The failure of DOCCS to insist upon strict adherence to any provision or other requirement of this Agreement shall not be considered a waiver to deprive DOCCS of the right to insist upon strict adherence of the terms of this Agreement in the future.

24. If any provision, or portion thereof, of this Agreement is, or becomes, invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Agreement shall remain in full force and effect.

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

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

NYS Department of Corrections and
Community Supervision

By: _____

Print Name: Melissa McLaughlin

Title: Director, Budget and Finance

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

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 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 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 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 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 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).

ATTACHMENT F

M/WBE and EEO Requirements & Forms

NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

**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/VVBE

- (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, 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, 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, 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

(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

Solicitation No.:	Reporting Entity: <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 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
Contractor/Subcontractor's Name:		
Contractor/Subcontractor's Address:		
FEIN:	Telephone NO.:	

Enter the number of employees from each classification

EEO Job Category	Total Workforce	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: _____

Federal Identification Number: _____

Address: _____

Solicitation/Contract Number: _____

City, State, Zip Code: _____

Telephone Number: _____

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.	NYS ESD CERTIFIED OMBE OWBE Federal ID No.		
B.	NYS ESD CERTIFIED OMBE OWBE Federal ID No.		
C.	NYS ESD CERTIFIED OMBE OWBE 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 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 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 G

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?

(circle one)

YES or NO

If YES, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

NAME: _____

TITLE: _____

DUTIES and EVIDENCE of INITIATIVES PERFORMED:

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?

PERCENTAGE: _____%

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?¹

PERCENTAGE: _____%

¹ Do not include onsite project overhead.

4. Does your company provide technical training² to minority- and women-owned business enterprises?

(circle one)

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?

(circle one)

YES or NO

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?

(circle one)

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.

²Technical 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.

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program?

(circle one)

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?

(circle one)

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 _____)

) SS.:

COUNTY OF _____)

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 H

Bid Submission Checklist

New York State Department of Corrections and Community Supervision

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
	Application Cover Sheet (see Attachment B) & Cover Letter	1	1
Part I Response to Mandatory Requirements and Mandatory Forms and Document Requirements			
	Bidder's Response to Mandatory Requirements (see Section XI, A) and submission at least three (3) Corrections or Law Enforcement reference letters	1	1
	Procurement Lobbying Certification - SFL §139-j and §139-k (Attachment E.1)	1	1
	Vendor Responsibility Questionnaire (see Section IX.A.2): --OR-- Paper Questionnaire Submission		
		1	1
	M/WBE – EEO Policy Statement (Attachment F)	1	1
	EEO Staffing Plan (Attachment F)	1	1
	EEO 177 and State Finance Law § 139-I Certification (Attachment E.3)	1	1
	Bid Submission Checklist (this form)	1	1
	Signed copies of all addenda released for this solicitation	1	1
	Original Mandatory Intent to Bid Form (Attachment K)	1	1
Part II Technical Proposal Submittal			
	Technical Proposal (see Section XI B)	3	1
Part III Diversity Practices Questionnaire			
	Diversity Practices Questionnaire (Attachment G)	3	1
Part IV Cost Proposal Submittal			
	Cost Proposal Form (Attachment C) *	3	1
	Electronic Copy of all Bid Documents in PDF format (i.e. USB Flash drive, CD, etc.)	1	N/A
* Note: Cost Submittal must be in a sealed envelope labeled “RFP 2019-13 Cost Proposal.”			

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME

TITLE

DATE

ATTACHMENT I

DOCCS Directives & Training Manual 7.150

 NEW YORK STATE DIRECTIVE	Corrections and Community Supervision		TITLE Fingerprinting/Criminal History Inquiry - New Employees, and Contractors	NO. 2216
				DATE 8/15/2017
SUPERSEDES DIR# 2216 Dtd. 09/17/2015	DISTRIBUTION A	PAGES PAGE 1 OF 9	DATE LAST REVISED	
REFERENCES (Include but are not limited to) Dir. #2112, #4750; OSC Bulletin #231; ACA Standard 4-4061; DCJS Use and Dissemination Agreement.			APPROVING AUTHORITY 	

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

II. DEFINITIONS

- A. **Employee:** An individual paid either annually, by calendar, 21 pay periods, or by a fee to perform duties within a correctional facility.
- B. **Part Time/Half Time Employee:** An annual salaried employee whose work schedule is less than 100 percent of the time.
- C. **Per-Diem Employee:** An employee that is not annual salaried who is paid on an hourly basis.
- D. **Extra Service Employee:** A State employee who renders a service to an agency, office, or correctional facility other than the one in which they are regularly employed on a full-time basis. Extra service employees are salaried by the agency, office, or facility the employee renders service to.
- E. **Outside Agency Employee:** A State employee who is employed by an agency other than DOCCS, whose work assignment is within a DOCCS office or facility (e.g., Information Technology Services (ITS), Office of Mental Health (OMH), Department of Motor Vehicles (OMV) 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.

111. 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 111-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. /TS: 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) 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. **OMV:** Criminal history inquiries shall be conducted on all OMV 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 111-2 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) 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. OMV 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 OMV 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 OMV 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.

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.
- E. If suspect information on matters with potential terrorism connections is returned during any inquiry, it shall be forwarded to the local joint terrorism task force or similar agency.

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 c.: OMV Staff	YES	C- Personnel F- ID Officer	First day in facility	FBI FD- 258	\$75 Journal Voucher	EIU
Extra Service Employees	'YES	C- Personnel F- ID Officer	*Initial date of hire	FBI FD-258	\$75 Journal Voucher	EIU
Contract Service Provider Consultants	YES	C- Personnel F- ID Officer	First day in facility	FBI FD-258	\$75 Journal Voucher	EIU

C = Central Office or Community Supervision Offices

F = Facility

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


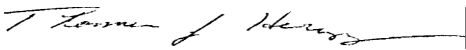
This Processing chart continues on the next page.

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

C = Central Office or Community Supervision Offices

F = Facility

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

	STATE OF NEW YORK DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION DIRECTIVE	TITLE Information Security Policy	NO. 2810
		DATE 09/02/2014	
SUPERSEDES DIR# 2810 Dtd. 01/05/2012	DISTRIBUTION A	PAGES PAGE 1 OF 14	DATE LAST REVISED
REFERENCES (Include but are not limited to)		APPROVING AUTHORITY 	

- I. PURPOSE:** To set forth procedures for the implementation and maintenance of controls to protect the confidentiality, integrity, and availability of the Department's information assets and computer infrastructure and to define specific controls necessary to support that purpose within the Department's unique operating environment.
- II. POLICY:** The Department of Corrections and Community Supervision (DOCCS) computer resources must be restricted from unauthorized access and used in a manner that is consistent with DOCCS security policies and procedures cited herein, and the New York State Office of Cyber Security (OCS) and the New York State Office of Information Technology Services (ITS) security requirements and, wherever practical, industry best practice standards. DOCCS computer resources may be used solely in the conduct of official Departmental business except for incidental personal use that do not conflict with the proper exercise of the duties of the State employee.

Pursuant to Governor Cuomo's Executive Order No. 2, "Review, Continuation and Expiration of Prior Executive Orders," one of the Executive Orders issued by former Governor David A. Patterson that is being continued is Executive Order No. 7, issued June 18, 2008 ("Prohibition against Personal Use of State Property and Campaign Contributions to the Governor"). Employees should make themselves familiar with this mandate, in particular, the Section pertaining to the personal use of State property as contained in Section B, "Prohibition Against the Personal Use of State Property;" paragraph (d), which states: *"State computers shall be used only for official business, except that State computers may be used for incidental and necessary personal purposes, such as sending personal electronic messages, provided that such use is in a limited amount and duration and does not conflict with the proper exercise of the duties of the State employee."* This is available at www.ny.gov/governor through the Executive Orders link.

All DOCCS physical locations must have a designated Computer Security Coordinator (CSC) and Data Processing Liaison (DPL).

The requirements contained herein shall be maintained and updated as necessary, and as determined by the DOCCS Information Security Officer (ISO), to ensure consistency with the above standards, guidelines, and practices as well as applicable regulatory requirements.

- III. APPLICABILITY:** The provisions of this directive are applicable to all DOCCS computer resources and all personnel using those resources.

IV. SECURITY

A. Asset Management

- I.** All requests for new, replacement, or additional IT equipment or software including surplus or donated items must follow the DOCCS standard process, including the use of the E-Form #MIS106 as detailed in Directive #2822, "Request for Information Technology Hardware Acquisition/Relocation/Removal." Questions concerning that process should be directed to the designated CSC or the ITS Public Safety Contact Center.

2. All computer data storage media (e.g., tapes, disks, diskettes, cartridges, cassettes, USB drives, etc.) shall be "sanitized" and all data permanently erased and cleared prior to being repurposed and reissued within DOCCS.
3. The correctional facility, Central Office, or other DOCCS location DPL or designee will ensure that proper inventory records of all software and computer equipment are kept in a secure manner. A copy of inventory records will be maintained by each facility, with a copy provided to ITS at least annually. All inventory policies are governed by and detailed in DOCCS Directive #2944, "Equipment Control," and DOCCS Directive #2948, "Reporting Loss of Issued Items."
4. Facility computer equipment shall be relocated only after written permission is obtained from ITS through the E-Form #MIS106. Notification of the move of any microcomputer equipment shall be recorded on the *Personal Computer Equipment Inventory Form*, found in the *Facility Data Processing Liaison Manual* and forwarded to the facility Business Office for local inventory control. Central Office and other DOCCS location relocation requests must be forwarded to the ITS Public Safety Contact Center.
5. Only Information Technology (IT) equipment, including computers, network devices, software, etc., that has been approved via the E-Form #MIS106 process and will be supported by ITS shall be deployed. All requests for hardware and software must be approved by ITS prior to purchase.
6. Absolutely no personal software is to be installed on Department owned equipment. This includes, but is not limited to, screen savers, calendars, instant messaging clients, Internet Service Provider (ISP) software, file sharing programs, etc.
7. Only properly licensed software that has been authorized by ITS may be installed.
8. Security testing software, including sniffers, scanners, and vulnerability assessment tools may not be installed on Department owned computer equipment unless specifically authorized by the ISO.
9. All original software media diskettes, CD's, etc. and software licenses must be forwarded to the DPL in the facilities or, if in Central Office or other DOCCS location, to the ITS Public Safety Contact Center.
10. No programs or applications are to be developed and placed into production without the written approval of ITS as detailed by DOCCS Directive #2821, "Requesting Applications Modification/New Development."

B. Physical Security

1. Equipment should be locked in a secure area when unattended or when visual security of the area cannot be maintained by authorized staff.
2. All computer equipment must be located in work areas or rooms having a limited number of entrances that can be securely locked after normal working hours. These work areas must provide adequate physical protection of the computer resources of the Department against unauthorized use, theft, sabotage, and natural or man-made disasters.
3. Computer terminals and workstations must be positioned to prevent viewing by unauthorized individuals, wherever practical.
4. All computer equipment must be located off the floor, on a desk, table, or workstation. This includes PC tower units.

C. Laptop and Portable Computer Equipment

1. All Department issued portable computers must be configured to provide complete hard disk encryption using cryptographic methods authorized by the ISO.
2. All portable computer equipment must be physically secured when not in use to prevent theft and/or unauthorized access.

D. Configuration Management

1. All computers and network appliances must be configured, administered, and maintained according to DOCCS standard configuration and DOCCS information security policies, as approved by the ISO.
2. All computer terminal and workstations must be configured with screen locks that activate after 15 minutes of user inactivity and must require a password to unlock.
3. All computer, server, and network equipment logon screens must include a legal warning banner containing language approved by the ISO and Counsel's Office.

E. Computer Storage Media Protection

1. Removable electronic media used for the storage of DOCCS data (except media used for routine data back-up and stored in a specific, secured back-up media site) must be encrypted when leaving a secure location. All encryption will use a cryptographic method approved by the ISO.
2. All electronic media used for storage of DOCCS data must be appropriately labeled to reflect its sensitivity and access restrictions. Labeling must include a description of the media contents, date, and owner.
3. All removable electronic media, computer memory, and computer equipment used for storage of DOCCS data must be disposed of in a manner consistent with DOCCS standard practices, including the use of an outside service provider certified by the National Association for Information Destruction (NAID) and/or R2/RIOS.
4. Electronic removable media that contains the personally identifiable protected health information of DOCCS inmates or parolees is considered a "Confidential Health Record" and shall be stored, encrypted, and moved consistent with HIPAA privacy and security regulations and Health Services Policy (this applies to digital copies of x-rays and similar examinations stored on disks).

F. User Identification, User Access, and Passwords

1. All DOCCS computer systems and applications require the use of an authorized user identifier (User ID) and password to gain access.
2. The individual requesting access to DOCCS computer systems must follow the standard ITS Access Request and Approval procedure, including the completion of the Individual User Access (IUA) form, and Form #MIS104 if Internet access is required.
3. ITS shall assign a unique User ID to DOCCS personnel and other authorized individuals requiring access to systems and applications.
4. Individuals requiring privileged access (i.e., Administrator access) to a DOCCS computer, terminal, or network equipment are required to notify the ISO and/or ITS. The ISO and/or ITS will ensure that the level of access granted to the individual is the minimum level required to perform the required job function as specified by the system owner.
5. Users are responsible for all work completed using their User ID and password. Therefore, all passwords should be kept confidential and not shared or divulged to unauthorized personnel. All users should ensure password security by not openly displaying passwords or storing written passwords in easily accessible areas.
6. User IDs and passwords may not be programmed into keyboard function keys or otherwise stored and/or automated.
7. Passwords should be randomly selected and not obvious. Passwords must not be variations of a user's name, birthday, or other specific characteristics that readily identify the operator or the work area.
8. Passwords must be changed at least every 30 days and cannot be reused within 12 months.

9. Passwords must be at least eight characters in length and contain a combination of numbers, upper or lower case letters, and/or special characters.
10. Application owners and/or designated CSCs must conduct annual reviews of all access lists to identify user accounts with access that is not commensurate with the user's current job assignment.
11. The Division Head or designee shall promptly notify ITS via an e-mail to doccs.sm.AAS@doccs.ny.gov when the following events occur:
 - a. A user is no longer assigned to the facility; or
 - b. A user changes assignments that would affect access authorizations.
12. The Division Head or designee and/or designated CSC shall contact the ITS Public Safety Contact Center in the event a user, administrator, or system password is compromised or reasonably believed to be compromised.
13. The Information Security Office, as directed by the **ISO**, shall conduct periodic audits to determine the effectiveness and integrity of User IDs and passwords.
14. Access to computer equipment on other than normally assigned work schedules, for special purposes, or on an overtime basis should have the prior approval of the individual's supervisor and a documented copy of that approval provided to, and archived by, the CSC.

G. Document Security

1. Instruction manuals, operating instructions, diagrams, and other sensitive information must not be left unattended, and must be secured and controlled at all times. Inmates must not be allowed access to sensitive documents unless specifically authorized by the Facility Superintendent and Regional Director.
2. Hard copies of personally identifiable information (PII) and protected health information (**PHI**) must not be left unattended or in view of unauthorized individuals.
3. All computer generated reports must have adequate controls and procedures established to ensure proper filing, distribution, reproduction, mailing, and destruction. DOCCS Directive #2011, "Disposition of Departmental Records," should be consulted for specific details.

H. Secure Operations

1. Users must ensure that unattended computer and/or equipment terminal screens are not left displaying data or allowing access or modification of Department records.
2. Data files obtained from non-Department-owned and controlled computers must be screened for viruses and other "malware" using an authorized software program that has been approved by the ISO according to the DOCCS Antivirus Policy.
3. Those employees that are authorized to perform DOCCS business remotely (i.e., at home or out of the office) must ensure that DOCCS data is protected at all times. It is the responsibility of the employee to be aware of the risks associated with connecting remotely and how remote connections can affect the DOCCS network. All DOCCS issued laptops and other hardware is the responsibility of the employee. For further information regarding remote connection concerns, please contact the Information Security Office.

I. Wireless Communication/Networking

1. The use of wireless voice communications is governed by DOCCS Directive #2917, "Cellular Telephones and Pagers."

2. Wireless data networking equipment is prohibited in all DOCCS facilities and locations, including but not limited to:
 - a. Wireless Peripherals: Wireless computer mice, keyboards, printers, scanners, fax, etc.; and
 - b. Wireless Networking Equipment: Wireless routers, access points, antennae.

Note: The use of wireless enabled laptops is prohibited as documented by Section IV-C above.

J. Separation of Duties/Audit

1. DOCCS locations should protect themselves from acts of fraud and/or collusion through the strict separation of duties, job rotation, separation of operational and security functions, and system access controls. Security Audits will be conducted according to DOCCS standard *Information Security Audit Procedures* to ensure DOCCS personnel are not auditing their own work. Further information can be found in DOCCS Directive #6920, "Internal Controls."

V. **ROLES AND RESPONSIBILITIES**

A. Computer Security Coordinator (CSC): The general responsibilities of the CSC are to:

1. Provide liaison with the Information Security Office in matters on computer security and access control.
2. Inform facility/unit personnel of DOCCS computer security policies and standards.
3. Serve as the facility level review and approval authority regarding computer related security matters.
4. Establish controls and procedures for implementing computer security measures.
5. Resolve issues with regard to shared computer resources among different organizational units.
6. Conduct periodic reviews to monitor and evaluate the facility computer security.
7. Assist the Information Security Office with facility level audits and inspections as requested by the ISO.
8. Implement all computer security provisions and initiate corrective actions.
9. Report any breach of computer security to the Superintendent or Regional Director and the ISO.
10. Maintain accurate records of personnel authorizations.
11. Conduct audits, at a minimum annually, based on listing of all users and their authorizations which will be provided by ITS. The CSC shall:
 - a. Require each employee with a user identification code and their supervisor verify and attest to the appropriateness of the employee's access (a list of active User IDs for a particular facility should be requested from ITS ISO prior to the annual facility audit);
 - b. Provide each employee with a user identification code, a copy of this directive, and obtain a receipt;
 - c. Provide the ISO with a list of changes and deletions based on the audit findings; and
 - d. Retain these documents as a permanent record of the audit review.
12. Review the equipment, its configuration, and the practices in place regarding the use of equipment provided for an inmate training program to verify compliance with this directive.
13. Obtain from the staff advisor of an inmate organization a list of all authorized users for equipment used by that organization. The CSC may access that equipment at any time. If passwords are used or any unapproved software is found on the equipment, the CSC may cause the equipment to be removed immediately.

- B. Data Processing Liaison (DPL): The general responsibilities of the DPL are:
1. Provide liaison with the ITS Public Safety Contact Center.
 2. Provide the initial problem determination for computer hardware with the guidance and support of ITS and equipment vendors.
 3. Provide first level support in the use of e-mail and selected applications.
 4. Coordinate requests sent to ITS for terminals, network appliances, printers, emulation boards using the procedures outlined in Directive #2822, "Request for Information Technology Hardware Acquisition/Relocation/Removal."
 5. Coordinate, submit, and verify change/add requests for local prints (screen prints). Requests will come from DPL by e-mail to the Public Safety Contact Center.
 6. Assist in equipment placement decisions.
 7. Field all help and service calls within the facility and determine appropriate action.
 8. Maintain computer equipment inventory. This includes but is not limited to laptop computers turned over to the facility as part of contract necessary to monitor, operate, or adjust equipment.
 9. Facility staff responsible for computer equipment used for inmate training shall maintain and provide to the DPL an inventory of all equipment and a description of any networking of that equipment.
 10. Provide virus-checking on all storage media brought in from outside the facility.
 11. Assist in training facility personnel in the proper use of Department computer equipment.
 12. Inform the Public Safety Contact Center when a generator test is scheduled.
 13. Read e-mail and SYSM bulletin board regularly.
- C. Information Technology Assistant (ITA): The ITA is a full-time staff person who reports directly to ITS and is the primary contact for designated DPLs in matters pertaining to computer terminals, network appliances, printers, modems, personal computers, and other related hardware and software. ITAs may be assigned to an individual facility or to a Hub.
- D. Information Security Officer (ISO): The ISO and back-up ISO are designated by the Commissioner and report to the Assistant Commissioner for ITS. The ISO ensures that information security policies and procedures are established and implemented to protect the information assets of DOCCS, participates in the creation and review of the policies and procedures, recommends security strategies, and keeps information security systems current. The ISO will ensure that there are procedures in place to prevent, detect, contain, and recover from information security breaches from both internal and external sources and disasters both natural and man-made.

VI. SECURITY VIOLATIONS/INCIDENTS

Any actual or suspected cases of unauthorized use, misuse of DOCCS computer resources, breaches of security, or unauthorized disclosure shall be reported immediately by telephone to the **ITS Public Safety Contact Center** at **518-457-5017**.

The ITS Public Safety Contact Center will report all such calls to the Information Security Office in accordance with the DOCCS *Cyber-Incident Reporting and Response Procedure*.

The ISO will implement an incident containment and response plan in accordance with the DOCCS *Cyber-Incident Reporting and Response Procedure*.

VII. INTRANET/INTERNET ACCEPTABLE USE POLICY

- A. **Introduction:** The Agency connection to the global Internet only exists to facilitate the official work of DOCCS. The Internet facilities and service contributes broadly to the mission of the Department.
- The Internet connection and services are provided only for personnel legitimately affiliated with the Department for the efficient exchange of information and the completion of assigned responsibilities consistent with the Department's statutory purposes.
- Use of the Internet facilities by any employee or other person must be requested and approved in accordance with ITS E-Form #MIS104. This is the standard ITS Access Request and Approval Procedure and must be consistent with this Acceptable Use Policy and security policies. Questions concerning that process should be directed to the CSC.
- B. **Principles of Acceptable Use:** DOCCS Internet users are required to:
1. Respect the privacy of other users; for example, users shall not intentionally seek information on, obtain copies of, or modify files or data, belonging to other users, unless explicit permission to do so has been obtained.
 2. Respect the legal protection provided to programs and data by copyright and license.
 3. Protect data from unauthorized use or disclosure as required by State laws, Federal laws, and Agency Regulations.
 4. Respect the integrity of computing systems: for example, users shall not use or develop programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of a computer or computing system.
 5. Report any observations of attempted security violations.
- C. **Unacceptable Use:** It is not acceptable to use New York State Internet facilities, or any other Internet connectivity provided by DOCCS:
1. For activities unrelated to the Department's mission and business, except for incidental personal use that does not conflict with the proper exercise of State business, in accordance with Executive Order No. 1, *Establishment of Ethical Conduct Guidelines*,
 2. For activities unrelated to official assignments and/or job responsibilities,
 3. For any illegal purpose,
 4. To knowingly transmit/receive threatening, profane, or harassing materials or correspondence,
 5. For unauthorized distribution of NYS data and information,
 6. To interfere with or disrupt network users, services, or equipment,
 7. To engage in network monitoring, scanning, sniffing, spoofing, or other activities intended to identify, test, or circumvent security controls, unless specially authorized by the ISO,
 8. To download, upload, or exchange music or video files without specific authorization by the ISO,
 9. To download, upload, or exchange commercial, freeware, or shareware software that has not been approved by the ISO,
 10. For electronic messaging including instant messaging (IM) and Internet e-mail that has not been explicitly approved by the ISO,
 11. To download, upload, or transmit sexually explicit, violent, or otherwise offensive material,
 12. To upload or post information of any kind to web sites, chat rooms, listservs, forums, or other Internet spaces without specific approval by the ISO,
 13. For private purposes such as marketing or business transactions,
 14. For solicitation for religious and political causes,

15. For unauthorized not-for-profit business activities,
16. For any Union activity,
17. For private advertising of products or services, or
18. For any activity meant to foster personal gain.

- D. Agency Rights: DOCCS personnel should have no expectation of privacy relative to the use of DOCCS systems and applications, including electronic messaging. Authorized personnel, including staff of the Information Security Office, have access to all electronic communications and may monitor messages as necessary to assure efficient performance and appropriate use, subject to the approval of the DOCCS Chief Information Officer. Messages relating to, or in support of, illegal activities will be reported to the appropriate authorities.

The Department reserves the right to monitor and log all system and network activity and to inspect any and all files created or modified by DOCCS personnel.

The Department reserves the right to remove a user account from the network.

The Department reserves the right to change its policies and rules at any time. The Agency makes no warranties (expressed or implied) with respect to Internet service, and it specifically assumes no responsibilities for:

- The content of any advice or information received by a user outside New York State or any costs or charges incurred as a result of seeking or accepting such advice.
- Any costs, liabilities, or damages caused by the way the user chooses to use his/her Agency Internet access.
- Any consequences of service interruptions or changes, even if these disruptions arise from circumstances under the control of the Department. The Department's Internet services are provided on an as is, as available basis.

E. Enforcement and Violations

1. This policy is intended to be illustrative of the range of acceptable and unacceptable uses of the Internet facilities but is not necessarily exhaustive. Questions about specific uses related to security issues not enumerated in this policy statement and reports of specific unacceptable uses should be addressed to the ISO. Other questions about appropriate use should be directed to your Supervisor.
2. This Department will review alleged violations of the Internet Acceptable Use Policy on a case-by-case basis. Violations of the policy which are not promptly remedied may result in termination of Internet services for the person(s) at fault, and referral for disciplinary or legal actions as appropriate.

F. Exceptions

1. Exceptions to this and other DOCCS policies and procedures must be submitted, in writing, to the ISO. The ISO will review and document all exceptions in a manner consistent with *New York State Office of Cyber Security (OCS)* and the *New York State Chief Information Officer (CIO)/New York State Office of Information Technology Services (ITS)*.
2. All exceptions to this and other DOCCS security policies and procedures will be documented, reviewed, approved, and archived by the ISO for a period consistent with applicable retention policies.

G. Additional Restrictions Inside DOCCS Correctional Facilities (Staff)

- I. Absolutely no computer equipment, hardware components, or any equipment used for the processing of information that connects or can connect wirelessly to its data source and can be easily moved without extra assistance may be brought into a correctional facility unless authorized by the Facility Superintendent or the ISO. This includes, but is not limited to: tablet, smart phones, blackberries, laptops, and netbook.
 - a. No media or device that is capable of storing electronic data (e.g., CDROM, USB drive, diskette, MP3 player/iPOD®, etc.) may be brought into, or removed from, a correctional facility without written authorization by the ISO and/or Superintendent.
2. The following guidelines are applicable to all Department issued or officially approved computer equipment as designated in Section VII-G-1 above:
 - a. All portable computer equipment must be physically secured when not in use to prevent theft and/or unauthorized access. All portable computers will be considered a Class "A" tool and must be stored in a Class "A" tool cabinet or in the arsenal as determined and approved by the Superintendent.
 - b. All electronic removable media (e.g., tapes, disks, diskettes, cartridges, cassettes, USB drives, etc.) are to be considered Class "A" tools and secured when not in use and/or at the close of business. Class "A" tools are to be stored in approved locations as determined and approved by the Superintendent.
 - c. All drives/ports used with removable media (such as floppy disks, CDs, DVDs, USB drives, etc.) will be disabled within a facility. The designated DPL/CSC may enable these drives/ports upon written approval from the Superintendent and the ISO.
3. There are additional guidelines governing various categories of outside State Agency staff, Court Stenographers, visiting Departmental staff, outside vendor staff, or contracted service personnel who may be approved to enter a correctional facility. All staff should familiarize themselves with Deputy Commissioner Bellnier's All Superintendent's memorandum, dated December 8, 2011, regarding laptop/mobile computers in facilities. A copy of this memorandum is included in this directive as Attachment A.
4. All portable computers turned over to facilities as part of contracts and necessary to monitor, operate, repair, or adjust equipment will be turned over to the DPL in accordance with DOCCS Directive #2822. The DPL will register, inventory, and configure the device according to DOCCS standards.

H. Additional Restrictions Inmates

- I. Inmate access to computer systems will be strictly controlled as to not allow access to any data network that is logically connected to the DOCCS production network and/or any other externally connected data network. The following are cases in which inmates may access computer systems pending Superintendent approval:
 - a. Authorized use of the Inmate Network (Law Library, etc);
 - b. Authorized inmate training and/or educational activities; and
 - c. Authorized inmate assistance in data entry for non-sensitive data, including Corcraft systems. New York State law states that the Department can not, "Knowingly use the labor or time of or employ any inmate in this State, or in any other jurisdiction, in any capacity that involves obtaining access to, collecting or processing social security account numbers of other individual."

To request authorization, a written request should be presented by the designated CSC and submitted to the Superintendent for approval.

2. At no time may an inmate have in his/her personal possession any computer storage media outside of his/her assigned classroom or work area. These items will be retained in the classroom or work area under the same provisions used for class "A" tool control.
3. Proof of purchase or proper authorization for all software in use is required for any PC used by an inmate organization. This proof shall be provided to the CSC. Any software proposed for this equipment must be reviewed for content and approved by the facility Superintendent and the ISO.
4. The staff advisor of an inmate organization shall provide the CSC with a list of all authorized users for equipment used by that organization. The CSC may access that equipment at any time.

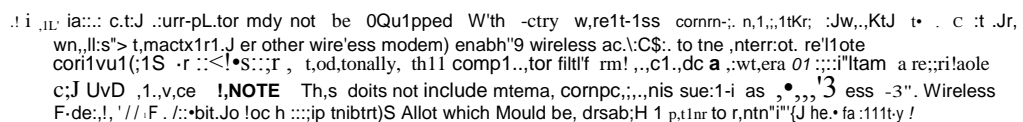
VIII. DEFINITIONS

A listing of terms defined for the first time in this policy are:

Authentication	Confirming a user's claim of identity. Dual factor (or strong authentication): An authentication scheme using two independent factors, e.g., something you know and something you have. Examples include the following: <ul style="list-style-type: none"> • Something you know: User ID, passcode, memorized personal identification number (PIN) or password. • Something you have: something you own- an RSA secure authentication token, Smart card, etc. • Something you are: biometrics, e.g., fingerprint, retina scan.
Availability	"Ensuring timely and reliable access to and use of information ... " [44 U.S.C., SEC. 3542] A loss of availability is the disruption of access to, or use of, information or an information system.
Business Owner	Person who authorized the project, or a designated employee.
Confidentiality	"Preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information ... " [44 U.S.C., Sec. 3542] A loss of confidentiality is the unauthorized disclosure of information.
Control	An action taken to enhance the likelihood that established goals or objectives will be achieved (in the context of this policy, generally an action taken to reduce risk).
Credential	An object that is verified when presented to the verifier in an authentication transaction. A common credential is a User ID and associated password.
CSC	See Section V-A.
Data Storage Media	Any tape, CD/DVD disk, floppy diskette, cartridge, cassette, USB drive, flash drive, etc., that can potentially be used to store electronic files.
DPL	See Section V-B.
Encryption	A technique to protect the confidentiality of information . The method transforms ("encrypts") readable information into unintelligible text through an algorithm and associated cryptographic key(s).

<i>Information</i>	<p>Any information created, stored in temporary or permanent form, filed, produced or reproduced by, regardless of the form or media. Information shall include, but not be limited to:</p> <ul style="list-style-type: none">• Personally identifying information• Reports, files, folders, memoranda• Statements, examinations, transcripts• Images• Communications <p>If information is already legally in the public domain (e.g., under FOIL), it can be considered as 'public' information. As such security controls are not required to maintain its confidentiality.</p>
<i>Information Owner</i>	<p>An individual or organizational unit responsible for making classification and control decisions regarding use of information.</p>
<i>Integrity</i>	<p>"Guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity ... " [44 U.S.C., Sec. 3542] A loss of integrity is the unauthorized modification or destruction of information.</p> <ul style="list-style-type: none">• Authenticity: A third party must be able to verify that the content of a message has not been changed in transit.• Non-repudiation: The origin or the receipt of a specific message must be verifiable by a third party.• Accountability: A security goal that generates the requirement for actions of an entity to be traced uniquely to that entity.
<i>ISO</i>	<p>See Section V -0.</p>
<i>/TA</i>	<p>See Section V -C.</p>
<i>Physical</i>	<p>A generic description of any area containing non end-user IT equipment and subsidiary <i>infrastructure</i> hardware, e.g.,:</p> <ul style="list-style-type: none">• Mainframes• Servers• Communications equipment• Printing facilities• Media libraries• Wiring closets
<i>Portable Computers</i>	<p>Equipment used for the processing of information that connects or can connect wirelessly to its data source and can be easily moved without extra assistance. This includes, but is not limited to, tablet, smart phones, blackberries, laptops, and netbook.</p>
<i>Privacy</i>	<p>The right of individuals to determine for themselves when, how, and to what extent information about them is communicated to others.</p>

<i>Risk</i>	<p>A <i>risk</i> is defined as where there are inadequate controls to mitigate a <i>threat</i> or <i>vulnerability</i> effectively. There are two clements to determine the import of a <i>risk</i>:</p> <ul style="list-style-type: none">• Impact- health and safety, reputational, legal and regulatory, financial, etc.• Likelihood- likely to occur daily, weekly, etc.
<i>Supervisor</i>	An individual responsible for day-to-day management or supervision of a <i>User</i> .
<i>System</i>	An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, applications, and communications.
<i>Third Parties</i>	Anyone directly or indirectly providing goods and services to DOCCS who is <u>not</u> under the direct control ofDOCCS.
<i>Threat</i>	<p>The potential for a person, object, or event to negatively impact the security of the <i>physical infrastructure, systems, or information</i>. Threats can be malicious, such as the intentional modification of sensitive information, or they can be accidental, such as an error in a calculation, or the accidental deletion of a file. Threats can also be acts of nature, e.g., flooding, wind, or lightning, etc.</p> <p>Other threats include:</p> <ul style="list-style-type: none">• Hacking• Inability to access the datacenter• Denial of service• Loss of key staff• Virus• Data corruption• Destruction of assets
<i>User</i>	Any person authorized by the information owner to access the system for a legitimate governmental purpose
<i>Vulnerabilities</i>	<p>Weaknesses in a system, application, or operating environment that can be exploited by a <i>threat</i>. For example, unauthorized access (the <i>threat</i>) to a system or application could occur by an outsider guessing an obvious password.</p> <p>The vulnerability exploited is an easily guessable password chosen by a user. Reducing or eliminating the vulnerabilities can reduce or eliminate the <i>risk</i> to the system, application, or data. For example, a tool that can help users choose robust passwords may reduce the chance that they will choose readily guessable passwords and thus reduce the <i>threat</i> of unauthorized access.</p>
<i>Wireless Data Networking Equipment</i>	<p>Any device that enables a user to transmit data wirelessly (excluding cell phones and pagers governed by DOCCS Directive #2917, "Cellular Telephones and Pagers"). Examples include, but are not limited to, any device capable of the following: Bluetooth, WiFi, InfraRed, etc.</p>
<i>Workforce</i>	State employees and other persons whose conduct, in the performance of work for DOCCS, is under the direct control of DOCCS, whether or not they are paid by the Agency.



Laptop/Mobile Computers in Facilities

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 <p>Corrections and Community Supervision</p> <p>DIRECTIVE</p>	<p>TITLE</p> <p>Sexual Abuse Prevention & Intervention - Inmate-on-Inmate</p>	<p>NO 4027A</p> <p>DATE 11/29/2017</p>
<p>SUPERSEDES</p> <p>DIR# 4027A Dtd. 03/04/2016</p>	<p>DISTRIBUTION</p> <p>A B</p> <p>PAGES</p> <p>PAGE 1 OF 6</p>	<p>DATE LAST REVISED</p>
<p>REFERENCES (Include but are not limited to)</p> <p>Penal Law §240.50, §130, "Standards of Inmate Behavior" Rule Series 101; Prison Rape Elimination Act of 2003 (PREA) 42, U.S.C. 15601 <i>et seq.</i>; Directive #0700, 4027B, 4028A; DOCCS Training Manual</p>	<p>APPROVING AUTHORITY: c / * * * *</p> <p> --</p> <p>...</p> <p>---</p>	

- I. **DESCRIPTION:** This Directive provides information concerning:
- The prevention of **inmate-on-inmate** sexual abuse, sexual harassment, and sexual threats;
 - The prevention of, detection of, and response to allegations of **inmate-on-inmate** sexual abuse, sexual harassment and sexual threats, including prompt and effective intervention to address the safety and treatment needs of an inmate victim;
 - The duty of all staff to report any allegation of sexual abuse or sexual harassment of an inmate, and to report any actual knowledge or reasonable belief concerning any incident of sexual abuse or sexual harassment;
 - The duty of staff to report any allegation of retaliation for reporting an incident of sexual abuse or sexual harassment, or for participating in an investigation of an incident of sexual abuse or sexual harassment;
 - The prevention of, detection of, and response to allegations of retaliation for reporting an incident of sexual abuse or sexual harassment, or participating in an investigation of an incident of sexual abuse or sexual harassment; and
 - The discipline and/or prosecution of those who commit such acts of sexual abuse, sexual harassment, sexual threats, or retaliation.
- II. **POLICY:** The New York State Department of Corrections and Community Supervision has zero tolerance for sexual abuse and sexual harassment. Inmates and parolees have the right to be free from sexual abuse and sexual harassment. Sexual abuse and sexual harassment violate Department rules and threaten security. All allegations of sexual abuse, sexual harassment, or retaliation against staff, an inmate, or a parolee for reporting such an incident or participating in an investigation will be thoroughly investigated. Furthermore, any perpetrator of a sexual abuse or sexual harassment incident will be dealt with severely through discipline or prosecution to the fullest extent permitted by law.
- It is the policy of the Department that coercive inmate-on-inmate sexual conduct is sexual abuse and is not to be tolerated. All allegations of sexual abuse, sexual harassment, sexual threats; and retaliation concerning such an incident will be thoroughly investigated. Inmate Rule 101.10, "Standards of Inmate Behavior," prohibits inmates from engaging in, or soliciting others to engage in sexual acts. No victim of inmate-on-inmate sexual abuse shall be subject to discipline for engaging in sexual acts as a result of threats, intimidation, or other coercive actions. Other sexual contact and conduct of a sexual nature are also prohibited by rules found in Rule Series 101.

III. DEFINITIONS

- A. Sexual Conduct means sexual intercourse, oral sexual conduct, anal sexual conduct, aggravated sexual contact, or sexual contact, and shall have the same meaning as set forth in Penal Law § 130.00.
- B. Sexual Contact means any touching of the sexual or other intimate parts of a person not married to the actor for the purpose of gratifying sexual desire of either party, and shall have the same meaning as set forth in Penal Law § 130.00.
- C. Sexual Abuse includes:
 - 1. Inmate-on-Inmate Sexual Abuse: Inmate-on-Inmate Sexual Abuse is when one or more inmates engage in sexual conduct, including sexual contact, with another inmate against his or her will or by use of threats, intimidation, or other coercive actions. Inmate-on-Inmate Sexual Abuse is a form of "Prison Rape" under the Prison Rape Elimination Act of 2003, (PREA), 42 U.S.C. § 15609.
 - 2. Staff-on-Inmate/Staff-on-Parolee Sexual Abuse: Staff-on-Inmate/Staff-on-Parolee Sexual Abuse is when an employee, volunteer, intern, or outside contractor engages in sexual conduct, including sexual contact, with an inmate or parolee. Staff-on-Inmate Sexual Abuse is a form of "Prison Rape" under PREA.
- D. Attempt to Commit Sexual Abuse is when a person engages in conduct that tends to effect the commission of sexual conduct, including sexual contact.
- E. Sexual Threat means any spoken, written or other threat to engage in sexual conduct forcibly or against a person's will. A sexual threat is a type of sexual harassment.
- F. Sexual Harassment includes:
 - 1. Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one inmate, detainee, or resident directed toward another; and
 - 2. Repeated verbal comments or gestures of a sexual nature to an inmate, detainee, parolee, or resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

IV. PROCEDURE

- A. Training
 - 1. In accordance with the Department of Corrections and Community Supervision Training Manual, all employees shall receive, during initial training and as in-service training, instruction that relates to the prevention, detection, response, and investigation of sexual abuse and sexual harassment in a correctional environment. Training includes: initial training, refresher training at least every two years, orientation training upon reassignment to another correctional facility, and annual refresher information.
 - 2. All contractors and contract employees, volunteers, and interns shall receive orientation and periodic in-service training consistent with their level of inmate contact relating to the prevention, detection, and response to inmate-on-inmate sexual abuse and sexual harassment.

3. All inmates shall receive during orientation at reception and at facility orientation after transfer, information which addresses sexual abuse and sexual harassment. The information shall be communicated orally and in writing, in a language clearly understood by the inmates. This information will address prevention, self-protection (situation avoidance), reporting sexual abuse, and sexual harassment, and the availability of treatment and counseling.

B. Assessment and Classification

1. Reception: An initial assessment will be conducted of all inmates arriving at a Reception Center.
 - a. This assessment is intended to identify a number of classification concerns including a determination of an inmate's risk of being sexually abused by other inmates or sexually abusive toward other inmates. Inmates identified as being at high risk of sexual victimization or of being sexually abusive will be identified, such concerns shall be noted upon the inmate's security classification in accordance with the "Manual for Security Classification Guidelines," and appropriate measures will be taken to ensure that they are monitored.
 - b. A PREA Risk Screening (Form #115.41M or Form #115.41F consistent with the gender classification of the facility) will be conducted pursuant to facility-specific procedures adopted in accordance with the Facility Operations Manual (FOM) Template implemented by the Associate Commissioner for Prison Rape Elimination Act (PREA) Compliance.
 - c. Counseling services will be available to address concerns associated with a history of sexual victimization and/or a history of sexually aggressive behavior, as appropriate. This assessment will also be considered in assigning an inmate's location. The initial assessment must include a preliminary review by Security, Health Services and Classification staff within 24 hours of an inmate's arrival at the reception facility.
2. Transfer: An inmate's risk of being sexually abused by other inmates or sexually abusive toward other inmates shall be monitored and any specific occurrence or information shall be noted and considered in connection with any transfer.
 - a. Upon arrival, each inmate will be screened using PREA Risk Screening Form #115.41M or Form #115.41F for any indication of current risk of being sexually abused by other inmates or sexually abusive toward other inmates.
 - b. Such screening shall be conducted pursuant to facility-specific procedures adopted in accordance with the Facility Operations Manual (FOM) Template implemented by the Associate Commissioner for Prison Rape Elimination Act (PREA) Compliance.

- C. Reporting and Investigation of Inmate-on-Inmate Sexual Abuse, Sexual Harassment, or Sexual Threats:** An inmate or parolee may report an incident of sexual abuse, sexual harassment, sexual threats, or any act of retaliation for reporting such an incident or for participating in an investigation of such an allegation to any employee. The initial inmate or parolee report may be verbal or in writing. For reporting purposes under this Directive, "employee" includes any employee, contractor or contract employee, volunteer, or intern of the Department, or any employee, contractor or contract employee assigned to work in a Department correctional facility by any other State agency.

1. An employee who receives a report that an inmate or parolee, is the victim of an incident of sexual abuse, sexual harassment, or sexual threats must be aware of the sensitive nature of the situation. The victim must be treated with due consideration for the effects of sexual abuse and sexual harassment.
2. Any employee who receives a report of sexual abuse, sexual harassment, sexual threats, or any act of retaliation for reporting such an incident, or for participating in an investigation of such an allegation, shall immediately notify his or her immediate supervisor as outlined below:
 - a. Any facility-based employee shall report the information immediately to their supervisor, who shall notify the Watch Commander. In the event the supervisor is not available, the employee shall immediately notify the Watch Commander directly.
 - b. Any community-based employee who receives a report involving an inmate or parolee, who is being supervised in the community has a duty to report such information to the Supervising Parole Officer (Bureau Chief) who shall immediately notify the Regional Director. In the event the Supervising Parole Officer (Bureau Chief) is not available, the employee shall immediately notify the Regional Director. In the event the Regional Director is not immediately available, the Assistant Regional Director shall be notified to avoid any delay.
 - c. The employee shall report the specific details, in writing, to the Watch Commander or Supervising Parole Officer (Bureau Chief) immediately, or as soon as possible after verbal notification, and no later than the end of the shift.
 - d. A medical practitioner who receives such information in the course of providing medical treatment to an inmate is required to report the minimum information necessary as set forth in the Department of Corrections and Community Supervision Health Services Policy Manual (HSPM) 1.60.
 - e. Immediate notification shall be made to the Office of Special Investigations in accordance with Directive #4027B, "Sexual Abuse Reporting & Investigation-Inmate-on-Inmate.
3. The Watch Commander shall initiate the sexual abuse protocols in accordance with the facility's Coordinated Response Plan to an Incident of Inmate Sexual Abuse, including securing the crime scene, where appropriate.
4. Reports of sexual abuse and sexual harassment are confidential and information, including but not limited to the identity of the victim, the identity of the person reporting the sexual abuse or sexual harassment, the identity of witnesses and the identity of the alleged perpetrator, is only to be shared with essential employees involved in the reporting, investigation, discipline and treatment process, or as otherwise required by law.
5. No retaliation of any kind shall be taken against an inmate, parolee, or employee for good faith reporting of sexual abuse, sexual harassment, or sexual threats.

6. A prompt, thorough, and objective investigation shall be conducted in all instances of reported sexual abuse, sexual harassment or retaliation concerning such an incident. As directed herein, and in accordance with Directive #0700, "Office of Special Investigations (OSI)," and other applicable department policies, this investigation shall be initiated promptly and shall be the responsibility of the Office of Special Investigations who shall determine the appropriate investigative response.

NOTE: Allegations of inmate-on-inmate sexual abuse may be reported to appropriate law enforcement officials and/or prosecutors by the Department's Office of Special Investigations. A person is guilty of falsely reporting an incident if it is proven beyond a reasonable doubt that, knowing the information reported, conveyed, or circulated to be false or baseless, he or she reports to a law enforcement officer or agency the alleged occurrence of an offense or incident which did not in fact occur (Penal Law§ 240.50). A report made in good faith based upon a reasonable belief that the alleged conduct did occur does not constitute falsely reporting an incident or lying for the purpose of disciplinary action even if investigation does not establish evidence sufficient to substantiate the allegation.

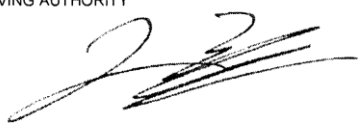
D. Discipline and Prosecution

1. Whenever an employee ascertains facts that an inmate perpetrated an act of inmate-on-inmate sexual abuse, it is the Department's policy to report such incidents on Form #2171, "Inmate Misbehavior Report," and to seek discipline of the aggressor in accordance with the standards of behavior. Furthermore, whenever investigation substantiates an allegation of inmate-on-inmate sexual abuse, the matter shall be referred to the appropriate law enforcement agency and/or prosecutor, through the Department's Office of Special Investigations, for consideration of criminal charges against the aggressor.
2. Whenever an employee ascertains facts that an inmate engaged in sexual harassment or made a sexual threat, it is the Department's policy to report such incidents on Form #2171, "Inmate Misbehavior Report," and to seek discipline of the aggressor in accordance with the standards of behavior.
3. A victim of sexual abuse, including an inmate or parolee who engages in a sexual act as a result of threats, intimidation, or other coercive actions, is not subject to discipline absent proof of false reporting following a full investigation of the incident and after consultation with the Department's Office of Special Investigations.

V. STAFF DUTY TO REPORT

- A. An inmate or parolee may report an incident of sexual abuse, sexual harassment or an allegation of retaliation concerning such an incident to any employee. The employee shall immediately notify his or her supervisor pursuant to Section IV above. The initial inmate or parolee report may be verbal or in writing.
- B. In addition to reporting an allegation of sexual abuse, sexual harassment, sexual threats, or retaliation as reported by an inmate or parolee, all employees, regardless of title, are under a duty to report:
 1. Any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment that occurred in a facility, whether or not the facility is part of the Agency;
 2. Retaliation against inmates, parolees, or staff who reported such an incident; and

3. Any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation.
- C. Any employee having either knowledge or a reasonable belief of any sexual abuse, sexual harassment, or threat has a duty to report such information.
1. Any facility-based employee shall report such information immediately to their supervisor, who shall immediately notify the Watch Commander. In the event the supervisor is not available, the employee shall immediately notify the Watch Commander directly.
 2. Any community-based employee shall report such information to the Supervising Parole Officer (Bureau Chief) who shall immediately notify the Regional Director. In the event the Supervising Parole Officer (Bureau Chief) is not available, the employee shall immediately notify the Regional Director. In the event the Regional Director is not immediately available, the Assistant Regional Director shall be notified to avoid any delay.
- D. Any employee who receives a report of sexual abuse or sexual harassment, or has either knowledge or a reasonable belief of any sexual abuse, sexual conduct, sexual contact, sexual harassment, or any act of retaliation against an inmate, parolee, or employee for reporting an incident of sexual abuse or sexual harassment, or for participating in an investigation involving any of those acts, and who fails to report such information, may be subject to disciplinary action.

<p style="text-align: center;">and Supervision</p> <p style="text-align: center;">DIRECTIVE</p>	TITLE		NO. 4028A
	Sexual Abuse Prevention & Intervention - Staff-on-Inmate/Staff-on-Parolee		DATE 11/29/2017
SUPERSEDES DIR# 4028A Dtd. 03/04/2016	DISTRIBUTION AB	PAGES PAGE 1 OF 6	DATE LAST REVISED
REFERENCES (Include but are not limited to) Penal Law §240.50, §130, "Standards of Inmate Behavior" Rule Series 101, Prison Rape Elimination Act of 2003 (PREA), 42 U.S.C. 15601 <i>et seq.</i> ; Directive #0700, 4027A, 4028B, 4910, 6910; DOCCS Training Manual; HSPM 1.60	APPROVING AUTHORITY 		

I. **DESCRIPTION:** This Directive provides information concerning:

- The prevention of **staff-on-inmate/staff-on-parolee** sexual abuse, sexual harassment, sexual threats, and staff voyeurism;
- The prevention of, detection of, and response to allegations of **staff-on-inmate/staff-on-parolee** sexual abuse, sexual harassment, sexual threats, and staff voyeurism, including prompt and effective intervention to address the safety and treatment needs of an inmate victim of sexual abuse or sexual harassment;
- The duty of all staff to report any allegation of sexual abuse or sexual harassment of an inmate, and to report any actual knowledge or reasonable belief concerning any incident of sexual abuse, sexual harassment, or the existence of an inappropriate relationship between a staff member and an inmate;
- The duty of staff to report any allegation of retaliation for reporting an incident of sexual abuse or sexual harassment, or participating in an investigation of an incident of sexual abuse or sexual harassment;
- The prevention of, detection of, and response to allegations of retaliation for reporting an incident of sexual abuse or sexual harassment, or participating in an investigation of an incident of sexual abuse or sexual harassment; and
- The discipline and/or prosecution of those who commit such acts of sexual abuse, sexual harassment, sexual threats, staff voyeurism, or retaliation.

II. **POLICY:** The New York State Department of Corrections and Community Supervision has zero tolerance for sexual abuse and sexual harassment. Inmates and parolees have the right to be free from sexual abuse and sexual harassment. Sexual abuse and sexual harassment violate Department rules and threaten security. All allegations of sexual abuse, sexual harassment, or retaliation against staff, an inmate, or a parolee for reporting such an incident or participating in an investigation will be thoroughly investigated. Furthermore, any perpetrator of a sexual abuse or sexual harassment incident will be dealt with severely through discipline or prosecution to the fullest extent permitted by law.

It is the policy of the Department that staff-on-inmate/staff-on-parolee sexual conduct is sexual abuse and is not to be tolerated. Every incident of staff sexual conduct with an inmate or parolee presents a threat to the security of the facility and the Department. All allegations of sexual abuse, sexual harassment, sexual threats, staff voyeurism, or retaliation concerning such an incident will be thoroughly investigated.

Under § 130.05 of NYS Penal Law, an inmate or parolee cannot legally consent to any sexual act with an employee, contract employee, or volunteer (i.e., "staff"). It is a crime for staff to engage in a sexual act with an inmate or parolee. A staff person who engages in sexual conduct, including sexual contact with an inmate or parolee, is guilty of a sex offense even if the inmate or parolee "willingly" participates or manipulates the staff member.

Sexual conduct with a person committed to the custody of the Department is a crime whether it occurs inside a correctional facility, during transportation outside a correctional facility, or while the person is a participant in a temporary release program. Any sexual abuse of an inmate or parolee by a staff member will be prosecuted to the fullest extent of the law.

NOTE: Any incident of sexual assault on staff by an inmate or parolee will be immediately reported to the Office of Special Investigations and handled in accordance with established Department policy for investigation and criminal prosecution of inmates (see Directive #6910, "Criminal Prosecution of Inmates").

III. DEFINITIONS

- A. Sexual Conduct means sexual intercourse, oral sexual conduct, anal sexual conduct, aggravated sexual contact, or sexual contact and shall have the same meaning as set forth in Penal Law § 130.00.
- B. Sexual Contact means any touching of the sexual or other intimate parts of a person not married to the actor for the purpose of gratifying sexual desire of either party, and shall have the same meaning as set forth in Penal Law § 130.00.

NOTE: "Sexual Contact" does not include touching of the intimate parts of another person during the performance of a personal search in accordance with Department procedures as outlined in Directive #4910, "Control of and Search for Contraband," or during a medical examination by health care staff for a proper medical purpose.

- C. Sexual Abuse includes:
1. Inmate-on-Inmate Sexual Abuse: Inmate-on-Inmate Sexual Abuse is when one or more inmates engage in sexual conduct, including sexual contact, with another inmate against his or her will or by use of threats, intimidation or other coercive actions. Inmate-on-Inmate Sexual Abuse is a form of "Prison Rape" under the Prison Rape Elimination Act of 2003 (PREA), 42 U.S.C. § 15609.
 2. Staff-on-Inmate/Staff-on-Parolee Sexual Abuse: Staff-on-Inmate/Staff-on-Parolee Sexual Abuse is when an employee, volunteer, intern or outside contractor engages in sexual conduct, including sexual contact, with an inmate or parolee. Staff-on-Inmate Sexual Abuse is a form of "Prison Rape" under PREA.
- D. Attempt to Commit Sexual Abuse is when a person engages in conduct that tends to effect the commission of sexual conduct, including sexual contact.
- E. Sexual Threat means any spoken, written, or other threat to engage in sexual conduct forcibly or against a person's will. A sexual threat is a type of sexual harassment.
- F. Sexual Harassment includes:
1. Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one inmate, detainee, or resident directed toward another; and

2. Repeated verbal comments or gestures of a sexual nature to an inmate, detainee, parolee, or resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

- G. Staff Voyeurism means the intentional or surreptitious viewing, broadcast or recording of an inmate dressing or undressing or of the sexual or other intimate parts of such inmate for the purpose of sexual arousal or sexual gratification, amusement, entertainment, or profit, or for the purpose of degrading or abusing a person.

NOTE: "Staff Voyeurism" does not include the viewing of the sexual or other intimate parts of another person during a personal search in accordance with Department procedures as outlined in Directive #4910; or inadvertently or accidentally during rounds, while assigned to monitor Department security camera systems, during the performance of other official duties; or during a medical examination by health care staff for a proper medical purpose.

- H. Inappropriate relationship means any association with criminals or persons engaged in unlawful activities or any conversation, communication, dealing, transaction, association, or relationship with any inmate, former inmate, parolee or former parolee, or any visitor, friend, or relative of same in any manner or form which is not necessary or proper for the discharge of the employee's duties, and that has not been authorized in accordance with applicable policy.

- IV. **PURPOSE:** The purpose of this Directive is to provide guidelines for the prevention, detection, response and investigation of sexual abuse, sexual harassment or sexual threats, or any act of retaliation against an inmate or parolee for reporting such an incident or for participating in an investigation of such an allegation, including prompt and effective intervention to address the safety and treatment needs of a victim of sexual abuse or sexual harassment, and the investigation, discipline and prosecution of the aggressor(s).

V. **PROCEDURE**

A. Training

1. In accordance with the Department of Corrections and Community Supervision Training Manual, all employees shall receive, during initial training and as in-service training instruction that relates to the prevention, detection, response, and investigation of sexual abuse and sexual harassment in a correctional environment. Training includes initial training, refresher training at least every two years, orientation training upon reassignment to another correctional facility, and annual refresher information.
2. All contractors and contract employees, volunteers, and interns shall receive orientation and periodic in-service training consistent with their level of inmate contact relating to the prevention, detection, and response to sexual abuse and sexual harassment.
3. All inmates shall receive during orientation at reception, and at facility orientation after transfer, information which addresses sexual abuse and sexual harassment. The information shall be communicated orally and in writing, in a language clearly understood by the inmates. This information will address prevention, self-protection (situation avoidance), reporting sexual abuse and sexual harassment, and the availability of treatment and counseling.

- B. Reporting and Investigation of Staff-on-Inmate/Staff-on-Parolee Sexual Abuse, Sexual Harassment or Sexual Threats: An inmate or parolee may report an incident of sexual abuse, sexual harassment, sexual threats, staff voyeurism or any act of retaliation for reporting such an incident or for participating in an investigation of such an allegation to any employee. The initial inmate or parolee report may be verbal or in writing. For reporting purposes under this Directive, "employee" includes any employee, contractor or contract employee, volunteer, or intern of the Department, or any employee, contractor or contract employee assigned to work in a Department correctional facility by any other State agency.
1. An employee who receives a report that an inmate or parolee is the victim of an incident of sexual abuse, sexual harassment, sexual threats, or staff voyeurism must be aware of the sensitive nature of the situation. The victim must be treated with due consideration for the effects of sexual abuse and sexual harassment.
 2. Any employee who receives a report of sexual abuse, sexual harassment, sexual threats, staff voyeurism, or any act of retaliation for reporting such an incident or for participating in an investigation of such an allegation shall:
 - a. Any facility-based employee shall report the information immediately to their supervisor, who shall immediately notify the Watch Commander. In the event the supervisor is not available, the employee shall immediately notify the Watch Commander directly.
 - b. Any community-based employee who receives a report involving an inmate or parolee, who is being supervised in the community has a duty to report such information to the Supervising Parole Officer (Bureau Chief) who shall immediately notify the Regional Director. In the event the Supervising Parole Officer (Bureau Chief) is not available, the employee shall immediately notify the Regional Director. In the event the Regional Director is not immediately available, the Assistant Regional Director shall be notified to avoid any delay.
 - c. The employee shall report the specific details, in writing, to the Watch Commander or Supervising Parole Officer (Bureau Chief) immediately or as soon as possible after verbal notification, and no later than the end of the shift.
 - d. A medical practitioner who receives such information in the course of providing medical treatment to an inmate is required to report the minimum information necessary as set forth in the Department of Corrections and Community Supervision Health Services Policy Manual (HSPM) 1.60.
 - e. Immediate notification shall be made to the Office of Special Investigations in accordance with Directive #4028B, "Sexual Abuse Reporting & Investigation - Staff-on-Inmate/Staff-on-Parolee."
 3. The Watch Commander shall initiate the sexual abuse protocols in accordance with the facility's Coordinated Response Plan to an Incident of Inmate Sexual Abuse, including securing the crime scene, where appropriate.
 4. Reports of sexual abuse and sexual harassment are confidential information, including but not limited to the identity of the victim, the identity of the person reporting the sexual abuse or sexual harassment, the identity of witnesses and the identity of the alleged perpetrator, is only to be shared with essential employees involved in the reporting, investigation, discipline, and treatment process, or as otherwise required by law.

5. No retaliation of any kind shall be taken against an inmate, parolee or employee for good faith reporting of sexual abuse, sexual harassment, or sexual threats.
6. A prompt, thorough, and objective investigation shall be conducted in all instances of reported sexual abuse, sexual harassment, inappropriate relationships, and retaliation for reporting such an incident. As directed herein and in accordance with Directive #0700, "Office of Special Investigations (OSI)," and other applicable department policies, this investigation shall be initiated promptly and shall be the responsibility of the Office of Special Investigations who shall determine the appropriate investigative response.

NOTE: Allegations of staff-on-inmate/staff-on-parolee sexual abuse or inappropriate relationships, may be reported to appropriate law enforcement officials and/or prosecutors by the Department's Office of Special Investigations. A person is guilty of falsely reporting an incident if it is proven beyond a reasonable doubt that, knowing the information reported, conveyed, or circulated to be false or baseless, he or she reports to a law enforcement officer or agency the alleged occurrence of an offense or incident which did not in fact occur (Penal Law§ 240.50). A report made in good faith based upon a reasonable belief that the alleged conduct did occur does not constitute falsely reporting an incident or lying for the purpose of disciplinary action, even if investigation does not establish evidence sufficient to substantiate the allegation.

- C. Discipline and Prosecution: When investigation substantiates an allegation of sexual abuse and/or inappropriate relationships, it is the Department's policy to refer such incident to the appropriate law enforcement agency or prosecutor, through the Department's Office of Special Investigations, for consideration of criminal charges. Any conduct constituting sexual abuse, sexual harassment, staff voyeurism, inappropriate relationships or any act of retaliation against an inmate, parolee, or employee for reporting an incident of sexual abuse, sexual harassment, staff voyeurism, inappropriate relationships, or for participating in an investigation involving any of those acts may be the basis for disciplinary action whether or not prosecution or a conviction results.

VI. STAFF DUTY TO REPORT

- A. An inmate or parolee may report an incident of sexual abuse, sexual harassment, sexual threats, or an allegation of retaliation concerning such an incident to any employee. The employee shall immediately notify his or her supervisor pursuant to Section V above. The initial inmate or parolee report may be verbal or in writing.
- B. In addition to reporting an allegation of sexual abuse, sexual harassment, sexual threats, or retaliation as reported by an inmate or parolee, all employees, regardless of title, are under a duty to report:
 1. Any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment that occurred in a facility, whether or not the facility is part of the Agency including:
 - a. Any sexual conduct (sexual intercourse, oral sexual conduct, anal sexual conduct, aggravated sexual contact, or sexual contact) between another employee and an inmate or parolee;
 - b. Any inappropriate relationship between another employee and an inmate or parolee;
 - c. Any act of staff voyeurism; or

- d. Any allegation of retaliation for reporting an incident of sexual abuse, or for participating in an investigation of an allegation of sexual abuse.
 - 2. Retaliation against inmates, parolees, or staff who reported such an incident; and
 - 3. Any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation.
- C. Any employee having either knowledge or a reasonable belief of any sexual abuse or sexual conduct, including sexual contact, taking place or having taken place between any employee and an inmate or parolee, sexual harassment, any inappropriate relationship between any employee and an inmate or parolee, or any act of staff voyeurism has a duty to report such information.
- 1. Any facility-based employee shall report such information to their supervisor, who shall immediately notify the Watch Commander. In the event the supervisor is not available, the employee shall immediately notify the Watch Commander directly.
 - 2. Any community-based employee shall report such information to the Supervising Parole Officer (Bureau Chief) who shall immediately notify the Regional Director. In the event the Supervising Parole Officer (Bureau Chief) is not available, the employee shall immediately notify the Regional Director. In the event the Regional Director is not immediately available, the Assistant Regional Director shall be notified to avoid any delay.
- D. Any employee who receives a report of sexual abuse or sexual harassment, or has either knowledge or a reasonable belief of any sexual abuse, sexual conduct, sexual contact, sexual harassment, inappropriate relationship or staff voyeurism between an employee and an inmate or parolee, or any act of retaliation against an inmate, parolee, or employee for reporting an incident of sexual abuse, sexual harassment, staff voyeurism, inappropriate relationship, or for participating in an investigation involving any of those acts, and who fails to report such information, may be subject to disciplinary action.

	Corrections and Community Supervision	TITLE Search of DOCCS Employees	NO. 4936 DATE 4/4/2017
DIRECTIVE			
SUPERSEDES DIR #2115, #4936 Dtd. 10/10/2012	DISTRIBUTION A	PAGES PAGE 1 OF 7	DATE LAST REVISED 02/08/2018
REFERENCES (Include but are not limited to) Directives #2115, #3083, #4900, #4910, #4937, #4938; Employees' Manual	APPROVING AUTHORITY 		

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

Introducing or possessing contraband in a facility is a violation of the New York Penal Law and Department of Corrections and Community Supervision (DOCCS) Rules and Regulations and violators are to be prosecuted. Employees attempting to introduce contraband or who are in possession of contraband shall be subject to both prosecution and disciplinary action.

Sound security operations require routine, periodic, and special searches of all persons entering the workplace. This directive outlines the security procedures to be followed in searching employees while on Department property, which may include work spaces. See also Directive #4900, "Security in Gate Areas/Secure Posts," and Directive #4910, "Control of & Search for Contraband."

- II. **GUIDELINES:** Section 2.30 of the Department's Employees' Manual states:

Any employee on Department property or while on duty is subject to search, which may include workspaces. All employees will routinely be subjected to a metal detector search and packages and other articles carried into the workplace may be routinely inspected. Pat or strip searches may be conducted. Any article that may not be properly taken into or out of the facility may be confiscated and turned over to the Officer in Charge for appropriate disposition. Refusal by an employee to submit to a search is insubordination, shall be cause to refuse him or her entrance to the facility or workplace, and may constitute grounds for disciplinary action. The Department's policy and procedures concerning such searches are contained in Directive #4936, "Search of DOCCS Employees."

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

It must also be recognized that all employees shall be treated fairly and in a dignified manner on those occasions when a search is required. Screening staff must be respectful of a person's belongings. Belongings and contents should not be handled carelessly, or in a manner that attracts unnecessary attention. Screening staff shall not make unnecessary or inappropriate comments regarding a person's belongings that might cause embarrassment. Additionally, no inmates will be allowed to remain in the area, or allowed to view screening procedures, when electronic searches of staff are being conducted.

- A. Metal Detector Searches: All employees will be subject to metal detector searches upon entering a correctional facility in accordance with Directive #4900 (walk-through, Cellsense, and/or hand held). On a daily basis, the Superintendent or designee (rank of Captain or above) will determine in what manner this will occur, ranging from a random predetermined number of employees entering the facility that will change each shift and day, up to and including all staff entering that facility. The determination will be documented in the Watch Commander's Logbook. It is the responsibility of the staff person being searched to clear the metal detector. Metal detector searches must be supervised by a Sergeant or higher.
1. It is expected that the vast majority of staff persons will clear the metal detection screening with minimal delay. However, if the metal detector alerts and the alerting area is isolated and cannot be resolved, a hand held metal detector will be utilized. In the case of a staff person who may be wearing an underwire bra, the use of a hand held metal detector should resolve the alert to the satisfaction of the supervisor without the need for additional steps. However, if this particular alert or any other alert cannot be resolved to satisfaction of the supervisor, he or she will immediately notify the Watch Commander who in turn will notify the Superintendent, Deputy Superintendent for Security (DSS) or Officer of the Day (OD) to determine the next appropriate step or if additional processing procedures are necessary.

Staff persons who have medical conditions that do not allow them to clear or pass through a walk through metal detector device will be issued a pass by the Superintendent, upon receipt of administratively acceptable medical documentation indicating their medical condition and the extent of the restriction(s) regarding their ability to clear electronic screening. The purpose of the medical alert pass is not to relieve the entering person of the responsibility to clear the staff entrance and search procedure, but to provide an opportunity for the person and the administration to tailor the procedure to that person's unique medical situation. Screening staff conducting searches of entering staff persons with medical passes must still be reasonably assured that no prohibited objects are entering the facility.

Note: Board of Parole member, Central Office staff and other Department employees entering any correctional facility for official business will be processed as facility employees, they will be subject to metal detector and periodic pat frisk searches under the same manner as prescribed in Section II-A & B.

Packages, containers, and other articles carried into the facility shall also be searched/frisked upon entrance and exit of the facility and may be subject to x-ray.

Note: Packages, containers, and other articles containing documents and equipment carried by members of the Board of Parole and their Court Reporters, Central Office staff, the Office of Special Investigations, the Bureau of Labor Relations in connection with an official investigation or labor relations cases, and the facility Executive team may be visually inspected, however, frisking staff are prohibited from reading or reviewing the content of such documents and shall not view the contents of the file folders without the approval of the Commissioner.

- B. Pat Frisk Searches: The Superintendent will order periodic pat frisk searches of any employee to be conducted in a designated area. Pat frisk searches shall be supervised by a uniformed supervisor of the rank of Sergeant or above or a non-uniformed employee of a higher pay grade than the employee being searched. The Officer conducting the pat frisk search must be of the same sex as the employee being searched. In addition, the Watch Commander may approve a pat frisk of an employee based on suspicion or inability to clear the metal detector.

Religious headwear is not considered part of a person's belongings, but rather their person. Random pat frisks should not ordinarily include removal and inspection of religious headwear. Except in emergencies, the Watch Commander or above is required to authorize the search of religious headwear.

C. Strip Searches

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

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

- Illustration #1: Superintendent Doe receives information from two Correction Officers that employee Roe is bringing marijuana into the correctional facility on a certain day. One of the Officers has given the Superintendent reliable information in the past. There is reasonable suspicion in order to approve a strip search of employee Roe.
- Illustration #2: Inmate Jones informs Superintendent Doe that employee Roe is helping inmate Smith to escape from the facility. Another employee confirms this with additional information that Roe is bringing in drugs and a hacksaw on a certain date. There is reasonable suspicion and the Superintendent may approve the employee's strip search.
- Illustration #3: Superintendent Doe receives general rumors from uniformed supervisors and another reliable source that employee Roe was bringing contraband into the facility. Further, the Superintendent received the same general information from an inmate who has provided reliable information in the past at another facility. Finally, contraband had been discovered at the facility. These facts justify the Department's decision to approve a strip search of employee Roe.

- Illustration #4: Inmate Jones gives information to the Department that employee X was bringing drugs into the facility. There is no evidence that this inmate had a history of providing reliable information in the past. Further there is no corroborating evidence. These circumstances do not satisfy the reasonable suspicion standard to justify a strip search.
4. Strip searches must be supervised by a uniformed supervisor having at least the rank of Lieutenant, or at a minimum security facility where it may be a Sergeant if he or she is the ranking supervisor present.
 5. No more than one searching employee may be present in addition to the supervising employee. Additional staff presence must be approved by the Superintendent, Acting Superintendent, or OD as provided in II-C-2 above.
 6. Employees who are to be searched will be treated in a professional manner. Such strip searches shall be conducted in areas which are clean and heated, have appropriate floor covering on which to stand, and have a space for the employee's clothing to be placed off of the floor.
 7. The employee to be searched shall be escorted to the appropriate private area and kept under direct visual observation until commencement of the search.
 8. The supervising and searching employees must be of the same sex as the employee being searched. If a ranking female security supervisor is not available, the Superintendent shall designate a female employee (holding a higher grade than the employee being searched) to be present during the search.
 9. An employee may refuse to submit to a strip search, but such refusal shall be cause to deny the employee's entrance to the facility and shall be grounds for disciplinary action.
 10. The employee being searched may request the presence of a witness or union representative. If the employee being searched is a non-uniformed employee, every effort should be made to have the employee's supervisor present during the search if the employee so requests.
 11. Subsequent to the search, the employee will be provided with a statement that will include: date of search, time of day, location, identification of searching employees, supervising employee, representative or witness present, and the results of the search. This report shall be delivered to the employee and, upon the employee's request, the union representative no later than the end of the work day following the day the request was made.
 12. A copy of such statement shall be forwarded to the Deputy Commissioner for Correctional Facilities.

When on Department property not associated with a correctional facility (e.g., Central Office, satellite offices, regional parole offices, and other Department properties), pat or strip searches may be conducted only on the order of the assigned Deputy Commissioner having oversight of that area.
 13. The search area on other Department properties will be designated by the assigned Deputy Commissioner, and in correctional facilities, will be designated by the Superintendent or Acting Superintendent.

D. Prohibited Strip Searches and Frisks

1. Random strip searches are not allowed.
 - a. Definition: For purposes of this directive, a random strip search is a strip search conducted for security or investigatory reasons when there has not been a Superintendent's determination of reasonable suspicion regarding a specific individual.
 - b. Random strip searches are not to be ordered. There must be a finding of reasonable suspicion that an individual employee was attempting to introduce contraband into the correctional facility prior to ordering the strip search of an employee.
2. Strip frisks are not allowed without a search warrant.
 - a. Definition: For purposes of this directive, a strip frisk is defined as a search including a visual examination of the anal and genital areas of the person searched.
 - b. No employee shall be strip frisked, unless the Superintendent has first secured a search warrant for that person to be strip frisked.

III. ITEMS FACILITY STAFF ARE ALLOWED TO CARRY IN TO A CORRECTIONAL FACILITY

- A. All staff will be required to use a clear bag (approximate dimensions 11" wide by 7" deep by 10" tall, with a zipper pouch in front) as distributed by the Department. Staff will be permitted to identify their issued bag with their name placed on the bottom of the bag only. The bag will not be altered in any manner, including but not limited to, any items affixed/placed, inscribed, sewn on, etc to the clear bag.
- B. Staff members requiring the use or carry of personal medical devices/supplies of a private/sensitive nature, or female employees who are required to carry feminine hygiene products shall be permitted to carry said items in a pouch that is clear on one side and solid on the other. This bag will fit into the clear bag as outlined in Section III-A of this directive, which will allow for appropriate inspection, while maintaining privacy from a distance.
- C. Staff shall be permitted to carry, on their person, or in their clear bags, those items that are outlined on Attachment A, "Staff Allowable Items List."


STAFF ALLOWABLE ITEMS LIST

- Clear employer provided bag (all other bag(s) are **PROHIBITED** except for staff whose job assignment requires carrying documents into and/or out of the facility, may be permitted to carry a briefcase, file box, or folders as approved by the Superintendent)
- Uniformed staff are permitted the items as listed in Directive #3083, "Uniform/Equipment Issue and Appearance"
- Employees required to wear Department issued clothing are permitted one (1) change of clothing to be secured in a locker not accessible by inmates
- Wallet/badge case with personal documents (e.g., identification cards, credit cards, driver's license, bank cards, etc.)
- Cash, no more than \$100, for food, ordered from an outside business, vending machines and/or employee mess dining room, if equipped
- Vehicle/personal keys
- 2 pens and 2 pencils
- Calendar book
- Notepad
- Pad folio (1)
- Highlighter (1)
- Key clip(s)
- Food/drinks (reasonable amounts as determined by the Watch Commander or above)
 - **Uncooked eggs, meats, poultry, and fish are PROHIBITED;**
 - **Unprepared frozen food is PROHIBITED;**
 - Microwaveable prepared meals are permitted;
 - Packaged in the original packaging, if store bought, or in see-through clear plastic containers;
 - Metal and glass containers are prohibited with the exception of a Thermos™;
 - All consumable canned goods (e.g., beverages/soda, food that can be heated);
 - Tea;
 - Ground coffee and coffee filters;
 - Coffee cream;
 - Sugar.
- Plastic eating utensils
- Cold pack
- Ace bandage (1)
- Wrist wrap (1)
- Band aides (6)
- Neosporin (small tube)
- Depends
- Ceramic coffee mug
- Feminine hygiene products
- Tissues
- Toothbrush
- Toothpaste (travel size only)
- Breath mints (1) retail package
- One (1) Chap Stick or lip balm

- Lotion (travel size only)
- Hand sanitizer (travel size only)
- Sunscreen (travel size only)
- Plastic comb or brush
- Rain coat
- Sweater
- Change of shoes
- Winter jacket, scarf, gloves, earmuffs, facemask, and boots
- Umbrella (no golf size or pointed end)
- Watch (**PROHIBITED: Internet, Cellular, Bluetooth, or Wi-Fi capable/enabled**)
- Rings
- Earrings (no hoop or dangling)
- Bracelet(s)
- Necklace(s)
- Small compact mirror
- Eyeglasses (2 pairs) and non-mirrored sunglasses (1 pair)
- Contact lenses
- Contact lenses solution (1 Bottle)
- Hearing aids/batteries
- Tobacco products (maximum of one pack, can, pouch, or factory container of tobacco product)
- **Electronic Cigarettes are PROHIBITED**
- Pack of matches or lighter (2)
- Employees may carry a personally-owned knife with a folding blade (blade not to exceed 2" in length). The knife will be carried in such a way that it is out of view. Under no circumstances will a knife be carried in a sheath/pouch exposed. Combination tools, such as a Leatherman tool are not authorized.
- **Medication - In accordance with 7.13 of the Employees' Manual:**
 - Controlled substances are not permitted to be possessed, stored, or consumed in any facility, except upon valid order or prescription from a qualified physician. Under no circumstances shall inmates have access to opiates, narcotics, or other substances producing similar affects.
 - Employees who must, on orders of a physician, take medication during working hours shall bring into the institution only the dosage which they will be required to take during their tour of duty (including Epi-pens and Diabetic supplies). See Directive #2115, "Drug Tests for Employees", #4937, "Urinalysis Testing," and #4938, "Contraband Drug Testing."
 - Over the Counter (OTC) medications that are readily identifiable are allowed into the facility; only the dosage which is required for tour of duty is allowed.

Personal items not listed above, such as personal affects for an office, may be approved by the facility Superintendent and placed on a gate pass with a copy of such approval available for review.

Absent the aforementioned provision regarding personal items and the approval process, no items other than those listed above shall be allowed to be brought into the facility without the express written approval of the Commissioner or Deputy Commissioner for Correctional Facilities.

 Corrections and Community Supervision DIRECTIVE	TITLE Research Studies and Surveys		NO. 0403
			DATE 10/14/2015
SUPERSEDES DIR #0403 Dtd. 7/26/2011	DISTRIBUTION A	PAGES PAGE 1 OF 3	DATE LAST REVISED
REFERENCES (Include but are not limited to) 28 C.F.R. Part 20	APPROVING AUTHORITY - c&Q,Of- <i>J. Kennedy</i>		

- I. **PURPOSE:** It is the Department of Corrections and Community Supervision (DOCCS)'s policy to promote research in the field of corrections and community supervision and to support professional studies of Departmental operations. Research involving offenders, staff, and Departmental operations will be authorized and conducted in accordance with the guidelines and procedures contained in this directive.
- II. **POLICY**
- A. Medical or Cosmetic Experimentation and Pharmaceutical Testing: Medical or cosmetic experimentation and pharmaceutical testing may not be conducted on inmates. Inmates may not be used as subjects for any non-therapeutic medical experimentation, including the use of unestablished drugs and unapproved medical techniques. This applies to any inmate in the custody of the Department regardless of the location of that inmate (e.g., in a State facility, jail, State institution or other facility). It is not intended that this policy in any way limit the use of accepted diagnostic and therapeutic measures, nor the collection of data relative to the use of such measures, when performed for bona fide medical indications under acceptable medical supervision. This does not preclude the use of U.S. Department of Health and Human Services' approved clinical trials, diagnostic and therapeutic measures that may be warranted for the diagnosis or treatment of a specific inmate when recommended by the responsible physician and approved by the facility Medical Director. Such measures must have the prior full informed written consent of the affected inmate and must be conducted under conditions approved by the U.S. Department of Health and Human Services and the DOCCS Deputy Commissioner and Chief Medical Officer.
- B. Undergraduate and Graduate Students: Requests from undergraduate college students to conduct research studies will not be approved. Research proposals from graduate students will be reviewed three times a year during the months of February, May, and October. Graduate students may submit proposals in other months with the understanding that the processing of proposals will only occur in the designated months.
- C. Guidelines for Approval: Approval of requests to conduct research studies will be based on the following guidelines:
1. The research is requested and will be conducted by professional researchers, college faculty, or graduate students engaged in their masters or doctorate studies.
 2. An acceptable research design for the proposed study is submitted.
 3. The proposed study promises to have some value for the Department.

4. The study will not disrupt Department routine or interfere with personnel carrying out their duties.
 5. Interviews of offenders or staff will be done on a strictly voluntary basis.
 6. Subjects used in the study will not be identified by name or in any way which would reveal their identity.
 7. The researcher agrees to submit a draft of the study to the Department for review prior to completion and publication. This review will be concerned only with factual errors or misinterpretations of Departmental policies and procedures, and not with the findings or conclusions reached by the author.
- D. Departmental Dissemination: The Department reserves the right to disseminate any findings, within the Department or to other State agencies, if deemed necessary or helpful.

III. PROCEDURE

A. Application for Permission to Conduct Research

1. The application shall be submitted to the Director of Research of the Department of Corrections and Community Supervision, 1220 Washington Avenue, Albany, N.Y. 12226-2050.
2. The application shall include the following information:
 - a. Title of study;
 - b. Names, addresses, and telephone numbers of principal researcher and all research staff; and
 - c. An endorsement by a recognized research organization such as a university, college, private foundation, consulting firm, or public agency with a mandate to perform research certifying that the research proposal is for valid scientific, educational, or other public purpose;
If the applicant is associated with an institution or an accredited university that has an Institutional Review Board (IRB), the applicant must submit documentation showing that the IRB has approved the project.
 - d. A summary of the goals of the study and the justification for the research; and
 - e. A detailed research design including the following elements:
 - (1) The Departmental resources and personnel that may be needed for the study;
 - (2) The criteria and procedures for selection of subjects or records for the research;
 - (3) The procedures for data collection and copies of research instruments to be used including interview schedules, questionnaires, data collection forms, and tests; and
 - (4) The security procedures to protect the privacy of participants and confidentiality of Department records.

3. If the study requires the direct involvement of offenders or Department staff, such as by participating in interviews or completing questionnaires, the researcher must consent to and provide information necessary for processing a criminal history inquiry and disclose any prior misdemeanor and felony convictions. If a criminal history inquiry is required, associated costs will be borne by the researcher. If on probation or parole, the researcher must provide a letter from his or her supervising officer giving permission to conduct the research. The Director may ask the appropriate executive staff to review the proposal and to submit a recommendation for approval or disapproval.
4. The Director shall ensure that all researchers are informed of Department policy concerning research. The "Research Agreement," Form #0403A, shall be signed by the researcher. The Director shall indicate approval of the research project by signing Form #0403A and returning a copy to the researcher.

B. Conduct of Research

1. The researcher shall explain the goals and methods of the study to all potential subjects; a written summary shall be provided to each potential subject. All offenders shall be informed that their participation in the research is purely voluntary and will not affect the terms or length of their confinement or community supervision.


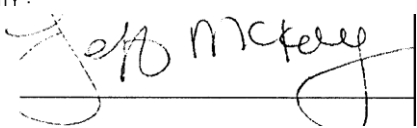
2. The researcher shall obtain signed consent, Form #0403B, "Research/Survey Consent Form," from all individuals who are scheduled to participate in the research.

NOTE: The researcher must be cognizant of the need to provide foreign language assistance to those non-English speaking individuals who are to be included in the research project.

3. Any data collected during the course of the research shall be used only in the manner described to the subject prior to his or her entry into the study.
4. No employee of the Department or inmate shall receive compensation, remuneration, or payment of any kind for participation in the research study. A minimal stipend for releasees participating in a study may be approved.

C. Violations of Research Regulations

1. Permission to conduct the current study and any further research may be discontinued for any violations of these policies and regulations regarding outside research, or of any other applicable Department policies and regulations in the course of conducting the research.
2. Violations of the regulations (See Form #0403B) with regard to criminal offender record information may subject the violator to civil or criminal liability.

 Corrections and Community Supervision DIRECTIVE	TITLE Inmate Visitor Program		NO. 4403
			DATE 08/23/2016
SUPERSEDES DIR #4403 Dtd. 10/10/1991	DISTRIBUTION A B	PAGES PAGE 1 OF 25	DATE LAST REVISED 3/7/2018
REFERENCES (Include but are not limited to) Correction Law 146 and 7 NYCRR Part 200, 201, 302 and Chapter V, Subchapter A	APPROVING AUTHORITY : 		

- I. **PURPOSE:** This directive sets forth the policy and guidelines for uniform operation of the Inmate Visitor Program which gives inmates opportunities for personal contact with friends and relatives to promote better community adjustment upon release. This directive sets forth the requirements of the Inmate Visitor Program, provides for a uniform manner of operation of the program, and is intended to provide such guidance for Department staff, inmates, and visitors to correctional facilities under the jurisdiction of the Department of Corrections and Community Supervision. The full text of 7NYCRR Part 200 and Part 201; and this directive are located on the Department Website at: www.doccs.ny.gov.

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|-------------------------------------|---------------------------------------|---|
| I. PURPOSE | C. Attire | VIII. TERMINATION, SUSPENSION & INDEFINITE SUSPENSION |
| II. REFERENCES | D. Contraband | A. Termination of a Visit |
| III. GENERAL POLICIES | E. Packages | B. Notification of Temporary Suspension |
| A. Visiting Times | F. Medication | C. Limitation to Non-Contact Visiting |
| B. Visiting Spaces | G. Money | D. Visitor Suspension Less Than Six Months |
| C. Local Control | H. Small Children | E. Visitor Suspension Six Months or More, Including Indefinite Suspension |
| D. Inmate Consent | VI. SEARCHES | F. Inmate Suspension |
| E. Security | A. Search Procedures | G. Types of Visiting Penalties |
| F. Visitor List | B. Strip Searches | IX. VISITOR APPEAL HEARING |
| G. First-time Visitors | C. Substance Detection Test/ION Scan | X. RECONSIDERATION OF SUSPENSION MORE THAN TWO YEARS |
| IV. RESTRICTIONS | VII. VISITING ROOM PROTOCOL AND RULES | |
| A. Visitors under 18 | A. Search | |
| B. Visitors with Criminal Histories | B. Food | |
| C. Visits to Hospitalized Inmates | C. Objectionable Behavior | |
| D. Cross-Visiting | D. Physical Contact | |
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| V. ENTRANCE RULES AND PROCEDURES | F. Exchange/Review of Items | |
| A. Identification | G. Legal Visits | |
| B. Sobriety | H. Lavatories | |
| | I. Departure | |
| | J. Smoking - Prohibition | |
- APPENDIX A - (Misconduct/Penalties Chart)

- II. **REFERENCES:** The following sources contain additional information concerning visits to correctional facilities and/or communication with inmates:

- | | |
|---------------------------------------|--|
| #4022 - Special Events Program | #4423 - Inmate Telephone Calls |
| #4404 - Inmate Legal Visits | #4500 - Family Reunion Program |
| #4421 - Privileged Correspondence | #4760 - Inmate Organizations |
| #4422 - Inmate Correspondence Program | #4935 - Outsiders Visiting or Applying to Visit Facilities |

III. GENERAL POLICIES

- A. Visiting Times: Unless a different schedule is approved by the Commissioner, at maximum security facilities, visiting is allowed every day of the year and at hours intended to encourage maximum visitation.

At medium and minimum facilities, visiting is allowed on weekends and holidays only. At Work Release facilities, only inmates held in restriction status shall be allowed visitors.

At Upstate and Southport Correctional Facilities, visiting is allowed on weekends and holidays only and visits for inmates confined to a Special Housing Unit (SHU) are limited to one non-legal visit per week.

Visiting in special program units will be permitted on a schedule approved by the Commissioner or designee.

Except in cases of emergency, and except for instances of denial, termination, a term of suspension or indefinite suspension of either a visitor's or inmate's visiting privileges under the provisions of 7 NYCRR Part 201 and 7 NYCRR Chapter V, Subchapter A (as described in Section VIII of this directive), the number, length, and frequency of visits by each visitor will be limited only as necessary to accommodate all visitors who arrive during scheduled visiting times.

- B. Visiting Spaces: The designated area or areas for visiting shall be specified and arranged to provide as much space as practical, while maintaining appropriate security, along with adequate heat, light, and ventilation, convenient seating arrangements for both visitors and inmates, lavatory facilities, and any other appropriate accommodations.

In facilities which have more than one visiting area, visiting room assignments may be made based upon the inmate's program assignment, institutional adjustment, or security risk level. However, in such instances, no inmate shall be deprived of visiting privileges available to inmates in the general population except as provided in 7 NYCRR Section 201 and 7 NYCRR Chapter V, Subchapter A (as described in Section VIII of this directive).

The Superintendent will designate an area for confidential meetings which will insure the privacy of conversations during professional visits of attorneys or their duly authorized representatives or visiting clergy (see Directive #4202, "Religious Programs and Practices," and Directive #4404, "Inmate Legal Visits").

- C. Local Control: Superintendents may modify Departmental visiting rules to adjust to local conditions only with the prior approval of the Commissioner.

However, a Superintendent may deny, limit, suspend for a term, or indefinitely suspend visitation privileges of any inmate or visitor if the Superintendent has reasonable cause to believe that such action is necessary to maintain the safety, security, and good order of the facility. See Section VIII below.

- D. Inmate Consent: No inmate is to be visited against his or her will by any person including attorneys or their duly authorized representatives, or representatives of the news media.

- E. Security: All visitors, inmates, and visiting areas will be searched prior to visiting and carefully observed to guard against importation of contraband, to deter misbehavior, and to prevent escapes. All inmates and visiting areas will be searched after visiting.

- F. Visitor Record: A record of prospective visitors for each inmate, and a record of each visit will be maintained. Unrecorded persons will not be admitted to a facility except as provided for in sub-section G below.
1. Names provided by an inmate at reception will form the basis for that inmate's Visitor Record. This record will be maintained and updated by each facility having custody of the inmate.
 2. The facility Visitor Record will be updated as visitors register and are processed to visit inmates. This record will be updated by security staff in the area where visitors are processed.
 3. A visitor's name shall be removed from an inmate's Visitor Record upon written request of that inmate or the visitor.
- G. First-time Visitors: The Watch Commander will allow initial visits for persons not on an inmate's approved visitor record subject to the following conditions:
1. First-time visitors will be allowed to visit if proper identification is presented and if the inmate to be visited agrees to the visit.
 2. First-time visitors will be required to sign a statement indicating that they have been advised of and agree to abide by the rules and regulations regarding visiting. This signed statement will be attached to the inmate's Visitor Record, and a copy will be sent to the inmate. If the visitor has limited English proficiency (LEP), the statement will be provided in the visitor's dominant language.

IV. RESTRICTIONS

A. Visitors Under 18 Years of Age

1. All minors must be escorted by an adult approved to visit or an adult in an official capacity with proper identification and the approval of the Superintendent or designee except as otherwise provided in subparagraphs 2, 3, and 4 of this part. The adult escort will be responsible for the behavior and conduct of the minor while on facility property as well as for identification of the minor.
2. Unmarried minors under 18 years of age, who are not accompanied by their parent or guardian, must have written permission from the parent or guardian to visit an inmate. Written permission may be mailed to the facility in advance or presented by the accompanying adult at the time of the visit. The written permission must be signed before a witness and contain a telephone number of both the parent or guardian and the witness to permit staff to verify the permission at the time of the visit.

Married persons under 18 years of age who are related to an inmate do not need the permission of a parent, guardian, or an adult escort in order to visit an inmate; however, proof of age and marriage will be required.
3. Children of inmates will be allowed to visit without written permission. No visit will be permitted if a court order prohibiting such visiting is on file with the facility. Children of inmates who are 16 years of age and older will be admitted without adult escort.
4. Special arrangements approved by the Superintendent of the facility may be made for groups of children to be brought to the facility by an adult approved to visit (e.g., for the Children's Center Program at Bedford Hills).

B. Visitors with Criminal Histories

1. Pending or past criminal proceedings, a person's status as a former employee, contractor, volunteer, or ex-inmate shall not solely disqualify that person from visiting an inmate in a correctional facility except as provided herein. These types of visits all require approval by the Superintendent of the facility to be visited. The Superintendent of a facility may deny visiting privileges to such persons by indicating in writing to that person, specific reasons, if he or she determines that the proposed visitor's presence poses a threat to the security and good order of the facility. Criteria to be considered shall include but shall not be limited to: the time frame between discharge/releases or post release supervision and the proposed visit; the purpose of the proposed visit; the former institutional adjustment of an ex-inmate; the nature of the pending criminal proceeding against the proposed visitor or inmate; circumstances of separation from service of any prior employee, contractor, or volunteer; and any other articulable factors the Superintendent may identify, particularized to the proposed visitor, the inmate and/or former employee, contractor, or volunteer that establishes or tends to establish that such proposed visitor may pose a threat.

NOTE: If a proposed visitor, who is a former inmate, wishes to visit a facility where he/she was never incarcerated and is beyond five years of any criminal proceedings, discharge/release and/or post release supervision, the prior approval for visitation is not required.

2. Pending criminal charges related to conduct at a correctional facility or involving an inmate shall disqualify a person from visiting any Department facility until charges are resolved (e.g., promoting contraband).
3. Persons under probation or parole supervision will be allowed to visit an inmate only with the prior permission of the Superintendent and written permission of the person's Probation or Parole Officer.
4. An inmate released from any facility through the Department's Temporary Release Program will be allowed to visit another correctional facility only with the prior permission of both the Superintendent of the facility from which the inmate is temporarily released and the Superintendent of the facility which the inmate wishes to visit.

- C. Visits to Hospitalized Inmates: If an inmate is in a facility infirmary, Regional Medical Unit, or outside hospital, the inmate may be visited for limited periods of time by persons on his or her Visitor Record, an attorney or his or her duly authorized representative, or visiting clergy. Such visits shall be subject to the approval of the Superintendent, the facility's Health Services Director or the inmate's doctor, and the visiting rules of the hospital.

- D. Cross-Visiting Requests: Cross visiting is the participation of two inmates in a visit with one or more visitors. Cross visiting is permitted with the approval of the Superintendent and, in the case of immediate family members, is to be encouraged.

1. Inmates wishing to cross visit must submit requests to their respective Offender Rehabilitation Coordinator at least one month prior to the proposed visit.
2. Only persons who are on both inmates' visiting records may participate in cross visits.
3. Cross visiting may be limited when necessary in order to accommodate all visitors.

4. Small children may play with each other with the permission of their families provided that they are not disruptive.
 5. When a cross visit is taking place the two inmates may participate in a common photograph.
- E. Orders of Protection: An Order of Protection is issued by the court to limit the behavior of someone who harms or threatens to harm another person. A variety of courts can and do issue Orders of Protection. There are two types of Orders of Protection. One is generally referred to as a "stay away" Order of Protection. When preparing such an order, the judge will usually check one or more boxes that instruct an individual (defendant or respondent) to stay away from the protected person and/or his or her home, school, business, or place of employment. The other type of Order of Protection is referred to as a "refrain from" Order of Protection. In such an order the judge will usually check off boxes that instruct an individual (defendant or respondent) to refrain from engaging in certain behaviors when interacting with the protected person. Often the order will instruct the individual to, among other things, refrain from assaulting or otherwise harming the protected person.
- Note: A protected person, whether inmate or visitor, cannot waive the protection afforded by an Order of Protection. As further noted in Section IV-E-3 below, only a court with proper jurisdiction can modify or terminate an Order of Protection.
1. When a correctional facility receives a current "stay away" Order of Protection, visitation between the individual inmate and the protected person should not be permitted as the inmate must stay away from the protected person.
 2. When a correctional facility is presented with a "refrain from" Order of Protection, the presumption is that regular visitation will be allowed, unless there is a reason to limit or deny such visitation under another provision of this Directive.
- Note: It is possible that a judge that issued a refrain from Order of Protection may have done so under the mistaken belief that there is normally a physical barrier between an inmate and his or her visitor or that there is an abundance of security coverage in our visiting rooms. Consequently, when a correctional facility receives a current refrain from Order of Protection, the facility may consider contacting the issuing judge to ensure that he or she understands the physical layout and security coverage in the facility's Visiting Room. The judge may confirm that contact visitation can occur or issue a letter or subsequent order clarifying that visitation should either not occur at all or should only occur when non-contact visiting space is available at the facility.
3. An Order of Protection will include an expiration date and can also be modified or terminated by a subsequent order of the same court. In addition, the standard form Order of Protection issued in a criminal proceeding involving a Family Offense (C.P.L. § 530[1]), provides that the Order of Protection is subject to modification by "subsequent order issued by a family or supreme court, in a custody, visitation, child abuse or neglect proceeding." In the absence of such language, however, where multiple Orders of Protection with conflicting provisions are currently in effect, the Office of Counsel should be contacted for clarification and, in the interim, the more restrictive provisions should be enforced.

V. ENTRANCE RULES AND PROCEDURES: Inmates and their authorized visitors will be expected to abide by the visiting rules and regulations, posted facility rules, and to follow the instructions and guidelines given by facility staff. Violation of visiting rules and regulations, posted facility rules, or instructions by staff to either inmate or visitor may result in the denial or termination of a visit and the suspension or indefinite suspension of future visits. (See "Termination, Suspension, and Indefinite Suspension" in Section VIII below.)

All visitors shall be provided with written notification of the visiting rules; however, it will be considered sufficient notice if such rules are conspicuously posted. If the visitor has LEP, the visiting rules will be provided in the visitor's dominant language.

- A. **Identification:** Visitors to a correctional facility will be required to furnish valid unexpired identification. Failure to produce adequate identification shall result in the denial of a visit. Prior to visiting, visitors shall sign appropriate visiting forms as required by the facility. These records will be maintained by the facility.

Adequate identification shall consist of any of the following:

1. Picture I.D. (e.g., driver's license, non-driver's identification, other government issued picture identification, Armed Services I.D., or employment identification with the visitor's picture on it).
2. Signature Card (e.g., social security card, employment I.D., drug program card, or any other official document with the visitor's signature on it).
3. Birth or baptismal certificates shall not be considered adequate identification for an adult visitor; however, they may be used as identification for a minor child. In the case of a minor with no other creditable identification documentation, an adult approved to visit may vouch for the identification of a minor.
4. To participate in Family Reunion Program visits, a spouse must possess documentation of a valid marriage license or a declaratory judgment stating the validity of an out-of-state common-law marriage or same-sex marriage. (See Directive #4500, "Family Reunion Program.")

Except at minimum security facilities, each visitor (over 5 years of age) shall be hand stamped upon entry to a facility to aid in the identification of visitors leaving the facility.

- B. **Sobriety:** Visitors appearing to be intoxicated or under the influence of drugs will not be admitted to a correctional facility
- C. **Attire:** Visitors appearing in inappropriate attire will not be admitted to a correctional facility. The following are unacceptable: see-through clothing, bare midriffs or backs, plunging necklines, short-shorts or athletic shorts, mini-skirts, bare feet, and bathing suits. Shorts or skirts shorter than mid-thigh-length are unacceptable. If in doubt, the visitor should not wear a questionable item of clothing. Visitors are cautioned that clothing containing metal (e.g., decorative buckles, buttons, or studs) or wire, including, but not limited to underwire bras, may cause the metal detector to alert and require further processing pursuant to Section VI of this directive.

- D. Contraband: All visitors shall be searched and required to surrender contraband and any other article or thing considered potentially dangerous to the safety and security of the facility. (See "Searches" in Section VI below). Contraband is defined as:
1. Any article or thing the possession of which would constitute an offense under any law applicable to the public;
 2. Any article or thing which is readily capable of being used to cause death or serious physical injury, including but not limited to a hand gun, shoulder gun, cartridge, knife, explosive, or dangerous drug (including marijuana);
 3. Any article or thing that is introduced into a correctional facility under circumstances evincing an intent to transfer same to an inmate without the permission of the Superintendent or designee;
 4. Any article or thing that is not specifically authorized to be possessed by an inmate in a State correctional facility pursuant to the rules of the Department or the local rules of the facility. Alcohol, money, cellular phones, wireless phones, pagers, laptop computers, personal digital assistants, any device with global positioning (G.P.S.) capabilities, any device with audio recording capabilities, radios, cameras, or other similar electronic devices are among the items inmates are not permitted to possess. Other items including pocketknives, alcohol, and other items posted at the facility entrance or as directed by staff is also prohibited.

As a prerequisite to entry to a correctional facility, the Superintendent or designee shall have the authority to require any visitor to surrender any article or thing to the Gate Officer if the Superintendent or designee reasonable believes it to be potentially dangerous to the safety and security of the facility or constitutes contraband as defined above.

- E. Packages: Prior to a visit, a visitor may leave a package only for the inmate they are visiting. Only authorized items will be allowed and the package contents will be searched prior to delivery to the inmate. (Reference Directive #4911, "Packages & Articles Sent or Brought to Facilities.") An attempt to introduce contraband through a package may result in the denial or termination of a visit and a term of suspension or indefinite suspension of future visits.
- F. Medication: Visitors having medication in their possession shall declare it and relinquish it to the Gate Officer.
1. Medication shall be identified and stored in a secure area.
 2. If a visitor needs the medication during the visiting period, it may be obtained as directed by the facility.
- G. Money: Visitors may leave funds for deposit only to the account of the inmate they are visiting. Funds may be received in cash, check, or money order, but shall be limited to \$50 per inmate per day regardless of the number of visitors transmitting funds. The Deputy Superintendent for Administration (DSA) shall employ appropriate fiscal policies and procedures to insure accountability of monies received.
- H. Small Children: A visitor arriving with a small child will be allowed to take a diaper bag, three (3) diapers and plastic baby bottles into the visiting room, provided all articles are thoroughly searched beforehand. If possible, a suitable area within the perimeter of the visiting room should be provided for the changing of diapers.

VI . SEARCHES

A. Search Procedures

1. Each visitor entering the facility shall pass through a metal detector and/or be scanned with a hand scanner. Any visitor who refuses to comply with search procedures will not be permitted entry into the correctional facility.
2. If there is any difficulty clearing a visitor by use of the walk-through metal detector, a hand scanner shall be used to locate the problem area.
3. When the hand scanner indicates the presence of metal, which is concealed under clothing, the visitor shall reveal (if appropriate) the object in question thereby establishing that the item revealed caused the alarm or, if necessary, the visitor shall remove the item for inspection.
4. If, prior to an approved legal visit, an attorney or duly approved legal representative is unable to clear the metal detection process, staff shall contact the Superintendent or designee for further direction.
5. If the visitor is unable to reveal or remove the detected object due to its personal nature, the visitor shall be provided with a document explaining they have the right to leave the facility or they can consent to search options listed below.
6. A limited visual search may be conducted in a private area where an Officer or staff member of the same sex will visually inspect the area in question by having the visitor lift any articles of clothing or under garments to satisfy staff that no contraband is secreted on the visitor's person in the area in question.

Note: When the limited visual search procedure is utilized, staff must obtain a signed Form #2061, "Notice of Consent to Search," form from the visitor and an Unusual Incident Report must be filed in accordance with Departmental Directive #4004, "Unusual Incident Report."

7. A personal item search: If a staff member of the same sex as the visitor is not available, a personal item search may be conducted as an alternative to a limited visual search. The visitor shall be provided a private area or other room that provides personal privacy to remove items of a personal nature including braces, underwire bras, etc.; a paper bag in which to place any personal items they have removed; and an opportunity to use a large mess hall style white shirt as an outer covering during reprocessing procedures. (The facility shall have at least two x large and two xx large mess hall style shirts available. The facility must specifically advise any female visitor who may be required to remove an underwire bra of the availability of these shirts to wear over their clothes during reprocessing procedures.)
8. A visitor shall not be routinely required to remove religious headwear during search procedures. However, if staff determines following the use of the hand scanner that removal of the headwear or any other item of religious apparel is necessary, the item shall be removed in a private area in the presence of a security staff member of the same sex, if one is on duty.

9. If no security staff member of the same sex is on duty, a non-uniformed staff member of the same sex shall be used. The staff member of the same sex shall conduct a hand scanner search and visual inspection of both the visitor and the removed item in a private area. If there is no staff member of the same sex on duty, and the visitor still refuses or cannot remove the item due to its personal nature in the visitor processing area, the visit will be denied.
10. Once the detected item is removed and placed in the paper bag, staff shall reprocess the visitor via a hand scanner or walk-through metal detector and both the bag and its contents shall be discreetly inspected for contraband.
11. All visitors must be dressed in appropriate attire, as outlined in Section V-C above, when not within the private area. Once the visitor has cleared the detector, the personal items shall be returned and a private area made available for redressing. The outer covering shirt shall be returned to a security staff member.
12. Whenever possible, the private area used to disrobe shall not be the same area that is used for redressing. Any private area shall be out of sight of the inmate population. If separate areas are not available, staff must search the area before the visitor enters to redress. Contact between processed and unprocessed visitors shall be prevented.
13. If the hand scanner fails to locate the source of the problem or the employee feels that there is probable cause for further processing, he or she shall follow the strip search procedures as set forth in Section B below, even if the visitor offers to voluntarily remove items of clothing other than coat, hat, or shoes.
14. Handbags, briefcases, and other containers shall be searched.
15. Items not permitted in the facility shall be properly identified and stored or placed in available lockers until the visitor leaves the facility. If no locker is available, the visitor shall remove the item from the facility and secure it in appropriate location (e.g., the visitor's vehicle).
16. Upon surrender of contraband, the visitor shall be given a receipt for the article. When such person leaves the facility, the item will be returned upon surrender of the receipt. If, however, there is reasonable ground to believe that the possession of such article would constitute an offense under any law, the contraband shall not be returned to the visitor. Instead, the employee shall detain the visitor in the facility and notify the appropriate law enforcement agency.
17. When undeclared contraband is found, the visitor's intent shall be controlling. At times, innocent oversights will occur (e.g., medication). Officers should use their discretion in judging whether the visitor intentionally attempted to introduce contraband into the facility. Criteria to be considered include past history, the visitor's demeanor, whether it appears that the contraband was for the visitor's personal use and was inadvertently left in a pocket or handbag, and whether an effort was made to conceal the contraband where it would not readily be found.

B. Strip Searches

1. If a visitor to a correctional facility has complied with the aforementioned processes and the Officer in charge believes further processing is required to prevent the introduction of contraband into the facility, the visitor shall be asked to remain in the gate area. The Officer in charge shall contact his or her immediate superior.

2. If, after evaluating the situation, the supervisor determines that further processing is warranted, the Superintendent or the designee in charge of the facility shall be notified and shall make the determination as to whether a strip search of the visitor is warranted.
3. In order to justify a strip search of a particular visitor, the Superintendent or designee, must point to specific objective facts and rational inferences that he or she is entitled to draw from those facts in light of his or her experience. In other words, the Superintendent must have reasonable cause to believe that contraband is concealed upon the person of the visitor, based on specific and articulable facts and inferences reasonably drawn from those facts. Generalized suspicion of smuggling activity is insufficient.
4. Strip searches may not be ordered based on uncorroborated information or 'tips' merely stating that visitors would attempt to introduce contraband into a facility where the informant's reliability cannot be assessed and observations of visitors upon arrival at the facility do not contribute to reasonable suspicion that contraband is being concealed. Reasonable suspicion exists only if the uncorroborated information can be linked to other objective facts.
5. The visitor must be informed that he or she has the option to submit to the requested search procedure or refuse. If a visitor refuses to submit to a strip search the visit may be denied by the Superintendent or designee. In the alternative, a non-contact visit may be allowed in the discretion of the Superintendent if sufficient staff and a non-contact visiting area is available.
 - a. Guilt is not to be assumed from a visitor's refusal to submit to a strip search.
 - b. Future visits may not be denied solely on the basis of refusing to submit to a strip search.
 - c. A visitor's past refusal to submit to a strip search may not be used as a basis or factor in establishing reasonable suspicion for future strip searches.
6. If a visitor submits to a strip search, the supervisor must obtain his or her written consent on Form #2061, "Notice of Consent to Search." In the case of a minor child, the consent must be given by an accompanying parent or guardian. For purposes of this Section the term "minor child" shall mean any person who is under the age of 18, but the term shall not include any person who is emancipated (i.e., 16 years of age or older who is married (with proof of age and marriage) and who is related to the inmate to be visited).
 - a. In an unusual circumstance when the visitor to be strip searched is a minor child, the parent or guardian who has escorted the minor to the facility shall be requested to be present and, at the discretion of the Officer, may participate in the strip search.
 - b. If at any time during the procedure the minor objects to the strip search, the procedure shall be terminated immediately.
 - c. Strip searches shall be conducted in locations heated to a level of human comfort for disrobed persons.
 - d. Strip searches shall be conducted by an Officer of the same sex as the visitor being searched.

- e. In performing strip searches, Officers shall conduct themselves professionally. Officers shall be alert to the sensitive nature of the strip search and conduct such searches in a manner least degrading to all involved while fulfilling the objective of the search.
- f. A strip search must be reported as an Unusual Incident in accordance with Directive #4004, "Unusual Incident Report." A subsidiary report of the circumstances surrounding the incident should accompany the Unusual Incident Report. Particular care should be given to setting forth in detail the factor or factors which led to a determination that the visitor required processing under this subdivision.

C. Substance Detection/Ion Scan Testing

- 1. Visitors entering any Department facility, by whatever gate, may be subject to ion scanning or other non-intrusive test for detection of illicit substances.
- 2. If a visitor tests positive, a second test will be conducted to confirm or negate the first test result. Upon a confirmed positive test result, or test refusal, the visitor will be denied entrance into any correctional facility for two days.
- 3. If that visitor is a minor child, that child's parent, guardian or approved escort will also be denied entrance into the correctional facility.
- 4. A confirmed positive test result on a specific visitor will not serve as a basis to deny entrance to any other visitor. A confirmed positive test means that a second sample from the same area on the person or the person's belongings tests positive for the same substance.
- 5. No disciplinary action shall be taken against an inmate solely because an individual attempting to visit the inmate tests positive or refuses to test.

VII. VISITING ROOM PROTOCOL AND RULES: Inmates and their authorized visitors will be expected to abide by the facility's rules and regulations and to follow the instructions and guidelines given by facility staff.

Violation of these rules and protocol by either inmates or visitors may result in termination of a visit and the suspension or indefinite suspension of future visits. (See "Termination, Suspension, and Indefinite Suspension" in Section VIII below.)

- A. Search: The visiting room and the visiting room lavatories will be searched before and after visiting to make certain that nothing has been concealed therein which might be removed by visitors or inmates.

Each inmate's person, clothing, and possessions will be searched before and after entrance to visiting areas in accordance with Directive #4910, "Control of and Search for Contraband."

- B. Food: Only foodstuffs or beverages purchased by the visitor from vending machines located in the visiting area may be consumed in the visiting room.

An exception will be made for visitors with small children needing to utilize baby bottles. Plastic baby bottles will be allowed into the visiting room after the contents have been examined. Jars of baby food should be left in a designated area where the visitor may go to feed the child.

- C. Objectionable Behavior: Objectionable behavior may result in termination of a visit. Such behavior may include loud, abusive, or boisterous actions, disruptive or argumentative behavior, or unacceptable physical contact, or unacceptable physical conduct. (See Appendix A)
- D. Acceptable Physical Contact: Acceptable physical contact during contact visits is described as follows:
1. In general, kissing, embracing, and touching are allowed as long as they would be acceptable in a public place and do not offend other inmates and visitors or aid in the introduction of contraband or escape attempts.
 2. At a minimum, a visitor and inmate may embrace and kiss at the beginning and at the end of any contact visit. Brief kisses and embraces are permitted during the course of the contact visit. However, prolonged kissing and what is commonly considered "necking" or "petting" is not permitted.
 3. A visitor and an inmate may hold hands, as long as the hands are in plain view of others.
 4. Inmates and visitors sitting next to one another may also rest their hands upon each others' shoulders or around each others' waists. Resting one's head on another's shoulder is also permitted when the inmate and visitor are sitting next to one another.
- E. Unacceptable Physical Conduct: No visitor or inmate may engage in unacceptable physical conduct e.g., intercourse, sodomy, touching sexual or other intimate parts of another person, or masturbation.
- F. Exchange or Review of Items: During visits, inmates and visitors are not authorized to exchange or share any items without prior approval of the area Sergeant.
1. Generally, approval may be granted for inmates and their visitors to review only personal legal papers, the Bible and Koran and similar religious writing, and personal photographs (excluding Polaroid photographs) after the materials have been examined for contraband by facility security personnel.
 2. If visitors wish to leave any materials with the inmate that they have brought into the visiting area, or if they wish to remove materials brought into the visiting area by the inmate, the exchange must take place through the package room. (See Directive #4404, for exchange of legal materials.)
 3. Prior to a visit, a visitor may leave a package for an inmate, containing authorized items only, which will be inspected prior to delivery to the inmate. An attempt to introduce contraband through a package may result in the denial or termination of a visit and a term of suspension or indefinite suspension of future visits.
- G. Legal Visits: An inmate law clerk or an inmate approved to provide legal assistance pursuant to Directive #4483, "Law Libraries, Inmate Legal Assistance and Notary Public Services," shall be permitted to be present at conferences between an inmate and his attorney. (Refer to Directive #4404.)
- H. Lavatories: Inmates and visitors will not be allowed to use the same lavatories.

- I. Departure: Inmates and visitors shall not be permitted to leave the visiting area together.

The visited inmate must be accounted for by the visiting room Officer before the visitor is allowed to leave. Visitors may be detained until the inmate is secured.

- J. Smoking: Smoking is prohibited in indoor visiting areas.

VIII. TERMINATION, SUSPENSION, AND INDEFINITE SUSPENSION: A Superintendent may deny, limit, suspend for a term or indefinitely suspend the visitation privileges of any visitor if the Superintendent has reasonable cause to believe that such action is necessary to maintain the safety, security, and good order of the facility. A loss of visiting privileges may be imposed for an inmate pursuant to the procedures for implementing the standards of inmate behavior under 7NYCRR Part 254 and Directive #4932, "Chapter V, Standards Behavior & Allowances," and as set forth in VIII-F below.

- A. Termination of a Visit: A visit may be terminated at the discretion of the Superintendent or designee, who must be the Watch Commander or higher ranking official, if objectionable behavior is displayed during such visit. If a visit is terminated on the weekend, the Watch Commander shall promptly notify the Officer of the Day.

1. Termination for Objectionable Behavior

- a. Objectionable behavior may consist of loud, abusive, or boisterous actions, disruptive or argumentative behavior, or sexual activities which constitute unacceptable physical contact (see Appendix A).

Facility staff supervising visiting areas should give inmates and visitors instructions on proper behavior and admonitions if they observe improper behavior prior to giving out an "official" warning.

- b. Before termination of a visit, a verbal warning must be issued by the visiting room Officer to the visitor and the inmate that the objectionable behavior is prohibited and that failure to cease such behavior will result in termination of the visit. Such warning will be noted on the visitor's record.

2. Termination for Misconduct

- a. A visit will be terminated immediately without warning if any of the following misconduct takes place:
- (1) A visitor or inmate becomes apparently under the influence of alcohol or drugs during a visit;
 - (2) Unapproved parties continue to cross-visit after a warning is given by facility staff;
 - (3) A visitor or inmate refuses to follow instructions given by facility staff or facility rules;
 - (4) A visitor or inmate attempts to introduce or pass contraband to the other as defined in V-B above;
 - (5) Assault on facility staff, inmate, or other visitors; or
 - (6) A visitor and/or inmate engages in unacceptable physical conduct.

- B. Notification of Temporary Suspension: If a visit is terminated, the area supervisor will advise the visitor and inmate that his or her visiting privileges are suspended for a period not to exceed one week or until such time as the visitor receives written notification from the Superintendent which reinstates, limits, suspends for a term, or indefinitely suspends the visitor's visiting privileges. The Watch Commander will cause an entry to be made on the computerized visitor record imposing an interim suspension for one week and make appropriate entry into the Watch Commanders logbook. Within one week, the Superintendent shall issue a written notification reinstating visiting privileges, limiting visiting privileges, suspending visiting privileges for a term, or indefinitely suspending visiting privileges in accordance with subdivision B, C, and D of this part.
- C. Limitation to Non-Contact Visiting: Contact visiting privileges of either an inmate or a visitor may be suspended (i.e., an inmate or a visitor may be limited to non-contact visiting), by the Superintendent for a violation of visiting rules and regulations, or for conduct which represents a threat to the safety, security, and good order of the facility. An inmate may also be limited to non-contact visiting as a penalty pursuant to a disciplinary disposition resulting from a Superintendent's Proceeding as set forth in 7 NYCRR Part 254 and Directive #4932.
1. Criteria: Contact visiting rights may be suspended or indefinitely suspended as an alternative to the term of suspension or indefinite suspension of all visiting privileges for either a visitor or an inmate depending upon who committed the misconduct. The determination to limit a visitor or an inmate to non-contact visiting in lieu of a term of suspension or indefinite suspension of all visiting privileges is within the discretion of the Superintendent or designee.
 2. Non-contact visitation: Non-contact visiting will be permitted during the suspension of contact visitation rights in the area of the facility designated for that purpose.
- D. Visitor Suspension for a Term of Less Than Six Months: A Superintendent may suspend a visitor's visitation privileges for any term less than six months for a violation of visiting rules and regulations which represents a threat to the safety, security, and good order of the facility as set forth under Section G, pursuant to the following procedures:
1. Upon imposing a term of suspension, the Superintendent shall notify the visitor in writing of his or her action.
 - a. The notice shall contain:
 - (1) The reason for the suspension;
 - (2) The duration of the suspension; and
 - (3) Copies of all charges and reports of misconduct relating to the charges.
 - b. The visitor shall also be notified of his or her right to appeal the decision of the Superintendent and the manner in which to do so, including notification that such an appeal must be taken within 60 days of receipt of the notice.
 - c. A copy of such notice and related documents must be sent to the inmate.
 2. An appeal may be taken by the visitor.
 - a. Such an appeal shall be addressed to the Commissioner and shall be in writing. The visitor may submit any written material he or she wishes to be considered.

- b. The Commissioner or designee shall render a written decision within 45 days of receipt of the appeal as follows:
 - (1) The decision shall affirm, reverse, or modify the determination of the local facility;
 - (2) An affirmance shall be supported by a preponderance of the evidence; and
 - (3) The decision shall contain a statement of the evidence relied upon and a statement of the reasons therefore.
- E. Visitor Suspension for a Term of of Six Months or More, Up to an Indefinite Suspension Pending Reinstatement: A Superintendent may suspend a visitor's visitation privileges for a term of six months or more, or indefinitely suspend a visitor's visiting privileges (subject to reinstatement under Section X below), for misconduct which represents a serious threat to the safety, security, and good order of the facility as specified under Section G, pursuant to the following procedures:
 1. Upon imposition of such a term of suspension or indefinite suspension, the Superintendent shall notify the visitor in writing of his or her action.
 - a. The notice shall contain:
 - (1) The reason for the suspension or indefinite suspension;
 - (2) For term of suspension of visiting privileges, the duration of such term;
 - (3) Copies of all charges and reports of misconduct relating to the charges; and
 - (4) The reason for imposing the maximum penalty; if imposed.
 - b. The visitor shall be also be notified of his or her right to a hearing to appeal the decision of the Superintendent within 60 days of such notice.
 - c. Only the visitor may request a hearing.
 - d. If a hearing is not requested, a review based upon written submissions may be had as outlined in Section VIII-D-2 above.
 - e. A copy of the notice and related documents shall be sent to the inmate.

If a visitor requests a hearing, the Commissioner shall appoint an impartial individual from outside the facility to conduct the proceeding and a hearing shall be conducted pursuant to subsection IX below.
 - F. Inmate Suspension: A Hearing Officer may impose a loss of visiting privileges, including a limitation to non-contact visiting, on an inmate as a penalty pursuant to a disciplinary disposition resulting from a Superintendent's Proceeding based on visit related misconduct as set forth in 7 NYCRR Part 254 and Directive #4932. An inmate may appeal such a loss of visiting privileges in accordance with the provisions of 7 NYCRR Part 254 and Directive #4932.

Note: The visiting privileges of an inmate in SHU may be subject to special precautions imposed by the Superintendent under 7 NYCRR Section 302.2(i)(1) and Directive **#4933**.

G. Visit Related Penalties

1. Effect of visiting penalty
 - a. A penalty imposed with respect to the visiting privileges of any visitor applies at all Department facilities and to all inmates visited.
 - b. A loss of visiting privileges imposed on an inmate as a penalty pursuant to 7 NYCRR Part 254 and Directive #4932 applies at all Department facilities and prohibits the inmate from visits with all visitors unless otherwise specified pursuant to the hearing disposition.
 - c. A visitor or inmate serving any limitation, term of suspension, or indefinite suspension of visiting privileges, including a limitation to non-contact visiting, is also prohibited from participating in the Family Reunion Program or a special events program that is attended by members of the general public.
2. Types of visiting penalties
 - a. Termination: A visit may be ended before the end of the visiting period by staff for objectionable behavior or misconduct as set forth in subsection V-III-A-2.
 - b. Denial: A denial of visiting privileges may be for a specific visit (e.g., visitor fails to possess proper identification or clear a metal detector or an incident occurred inside the facility); or for two days for a confirmed positive substance detection/ion scan test or refusal as set forth under Section VI-C above or until a certain condition is satisfied (e.g., resolution of pending criminal charges).
 - c. Suspension: A suspension of visiting privileges must be set for a specific term. At the conclusion of the term of suspension, visiting privileges are automatically reinstated.
 - d. Indefinite suspension: An indefinite suspension of visiting privileges has no predetermined end date. An indefinite suspension is subject to review on an annual basis and restoration in accordance with Section X below.

IX. VISITOR APPEAL HEARING**A. Hearings**

1. If a visitor requests a hearing, the Commissioner shall appoint an impartial Hearing Officer from outside the facility to conduct the proceeding.
2. The formal charge shall consist of the Superintendent's notice to the visitor.
3. The visitor may be represented by counsel.
4. The visitor may call witnesses on his or her behalf provided they are material, their testimony is not redundant, and so doing does not jeopardize facility safety, security, the good order of the facility, or correctional goals.
 - a. A visitor shall advise the Hearing Officer of any witnesses the visitor intends to offer at the hearing no later than five days prior to the hearing.
 - b. If permission to call a witness is denied, the Hearing Officer shall provide a written statement of the reasons for such denial, including the threat to the facility safety, security, the good order of the facility, or correctional goals or why the proffered testimony was immaterial or redundant.

- c. Any witness shall be allowed to testify at the hearing in the presence of the visitor unless the Hearing Officer determines that so doing will jeopardize facility safety, security, the good order of the facility, or correctional goals.
 - (1) If permission to be present during the testimony of a witness is denied, the Hearing Officer shall provide a written statement setting forth the reasons for such denial, including the threat to facility safety, security, the good order of the facility, or correctional goals.
 - (2) Where a visitor is not permitted to have a witness present, such witness shall be interviewed out of the visitor's presence and such interview recorded.
 - (3) The witness's statement is to be made available to the visitor at the hearing unless the Hearing Officer determines that so doing would jeopardize facility safety, security, the good order of the facility, or correctional goals.
 - (a) If the witness's statement is not to be made available, the Hearing Officer shall provide a written statement setting forth the reasons for such denial, including the threat to facility safety, security, the good order of the facility, or correctional goals.
 - (4) A visitor may request witnesses by notifying the Hearing Officer no later than five days prior to the hearing.
- d. A visitor may cross-examine adverse witnesses unless the Hearing Officer determines that so doing will jeopardize facility safety, security, the good order of the facility, or correctional goals. If permission to cross-examine is denied, the Hearing Officer shall provide a written statement stating the reasons for such denial, including the threat to facility safety, security, the good order of the facility, or correctional goals.
- e. The visitor shall be present at the hearing unless he or she refuses to attend. The inmate shall be present at the hearing if he or she is to be a witness unless the Hearing Officer determines so doing will jeopardize facility safety, security, the good order of the facility, or correctional goals.
 - (1) If the inmate is denied permission to attend the hearing, the Hearing Officer shall provide a written statement setting forth the reasons for such denial, including the threat to facility safety, security, the good order of the facility, or correctional goals.
 - (2) If an inmate is denied permission to attend the hearing as a witness, he or she shall be interviewed. The interview shall be recorded and made available to the visitor at the hearing unless the Hearing Officer determines that so doing would jeopardize facility safety, security, the good order of the facility, or correctional goals. In such instance, the Hearing Officer shall provide a written statement setting forth the reasons for such denial, including the threat to facility safety, security, the good order of the facility, or correctional goals presented.

5. The hearing shall be electronically recorded.
6. The Hearing Officer shall issue a written decision within 60 days of the completion of the hearing. The decision of the Superintendent shall be affirmed upon a finding supported by a preponderance of the evidence. The Hearing Officer shall set forth his or her decision in writing, stating the reasons therefore and the evidence relied upon. Such decision shall be effective 60 days after issuance unless appealed by any party. The decision shall also notify the visitor and inmate of appeal procedures.
7. The visitor may appeal the decision of the Hearing Officer to the Commissioner. Such appeal must be taken within 60 days of the date the decision was issued and must be in writing.
 - a. The Commissioner shall issue a written decision within 60 days of the filing of an appeal.
 - b. Such decision must contain a statement of the reasons for the affirmance, modification, or reversal of the Hearing Officer.

X. RECONSIDERATION OF SUSPENSION IN EXCESS OF TWO YEARS

- A. In the event a visitor or inmate's visiting privileges have been suspended for a term over two years or indefinitely suspended, such person may request a reconsideration at any time after it has been in effect for one year and on an annual basis thereafter, by writing to the Superintendent of the facility housing the inmate to be visited.
- B. The Superintendent shall evaluate such a request to determine if any factors exist which warrant a modification so as to permit visitation to resume at a specified time in the future. The criteria to be considered are:
 1. The inmate's institutional record;
 2. Showing of special circumstances (e.g., age of visitor or inmate, serious illness, etc.);
 3. Length of inmate's un-served sentence;
 4. Past history of violations; and
 5. Other good cause factors.
- C. The Superintendent shall advise the inmate and visitor of the results of his or her review by written decision, including the reasons therefore.
- D. Appeal of Denial of Request for Reconsideration
 1. A visitor or inmate may appeal the denial of a request for reconsideration, in writing, to the Commissioner within 60 days if:
 - a. Such person's visiting privileges have been indefinitely suspended or suspended for a term over two years;
 - b. The indefinite suspension or term of suspension has remained in effect for three years; and
 - c. Such person's request for reconsideration during the third year under subparagraph (a) has been denied by the Superintendent.

2. If the indefinite suspension or term of suspension of visiting privileges remains in effect, such person may appeal a subsequent denial every three years thereafter.
3. Nothing in this subdivision shall be construed to preclude such person from making an annual request for reconsideration to the Superintendent of the correctional facility then housing the inmate to be visited.

No appeal of a denial of a request for reconsideration may be taken if the Superintendent has modified the indefinite suspension or term of suspension to permit visitation, including non-contact visitation

APPENDIX A - "PENALTIES FOR VISIT-RELATED MISCONDUCT"

NOTE: In addition to the visit related penalties set forth under 7 NYCRR Section 201.4 (e)(3), reference should be made to the separate "Guidelines for Visitor Suspension" which contain recommended visitation sanctions for certain serious misconduct specified therein. The following incorporates the penalties listed under 7 NYCRR Section 201.4 (e)(3), and those specified in the "Guidelines for Visitor Suspension." Visitor sanctions apply at all DOCCS correctional facilities and for all incarcerated offenders visited.

Also, in connection with inmates' disciplinary, reference should be made to the Hearing Officer's "Guidelines for Visit-Related Misconduct" which contain recommended penalties for the misconduct included therein but not listed below. The Hearing Officer's "Guidelines for Visit-Related Misconduct" is intended as a resource and practical guidelines for hearing officers but is not a directive or policy statement. Recommended visit related penalties should not exceed those under the visiting rules and regulations. The Superintendent must review any inmate disciplinary disposition of a term of Suspension of two years or longer of visiting privileges with all visitors.

The following are intended as maximum penalties for egregious conduct. When determining the appropriate penalty, the surrounding circumstances or the nature of the incident; the severity or egregiousness of the conduct; and/or past instances of misconduct should be considered. The visitors' prior record, type of facility and nature of the incident may serve as a mitigating or aggravating factor in determining the penalty.

TYPE OF MISCONDUCT	INITIAL OFFENSE			MAXIMUM PENALTY
Failure of Visitor to Possess Proper Identification	Visit denied			<u>NIA</u>
Presentation of False Identification (a) Regular Visiting Room program or special events (b) Family Reunion Program				Up to 6 months suspension of visitation Up to 1 year suspension of visitation
Search Failure (i.e., metal detector) Substance Detection Test Failure or Refusal (i.e., ION Scan Testing, metal detector)	Visit denied Visit denied For 2 calendar days			<u>NIA</u>
Visitor Apparently Under Influence of Alcohol or Drugs	Visit denied			<u>NIA</u>
Failure to Comply with Instructions at Gate Area (e.g.; refusal to undergo strip frisk)	Visit denied			<u>NIA</u>
Visitor Fails to Follow Instructions of Facility Staff and Facility Rules	Visit denied or immediately terminated, AND			Up to 3 months suspension of visitation
Inmate Fails to Comply with Frisk Procedures or Instructions of Facility Staff and Facility Rules; during Processing before or after visit	Visit denied, AND			Up to 1 year suspension of visitation
Visitor or Inmate Becomes Apparently Under Influence of Alcohol or Drugs During Visit	Immediate termination of visit AND			Up to 1 year suspension of visitation
Cross-Visiting by Unapproved Parties	Immediate termination of visit AND			Up to 3 months suspension of visitation
Unacceptable Physical Contact: Visitor and/or inmate engage in unacceptable physical contact (i.e., prolonged kissing, necking, etc.)	Warning, if misconduct continues, termination of visit, AND			Up to 6 months suspension of visitation

Unacceptable Physical Conduct: Visitor and/or inmate engage in unacceptable physical conduct (intercourse, sodomy, touching the sexual and or other parts of another person, masturbation, exposure)

Immediate Termination of visit, AND

Visitor - Up to Indefinite Suspension of Visiting Privileges depending on the surrounding circumstances or the nature of the incident; the severity or egregiousness of the conduct; and/or past instances of misconduct.

Inmate - Up to Indefinite Suspension of Visiting Privileges, however, the Superintendent must review any disposition of a term of Suspension for two years or longer of Visiting Privileges with all visitors. A term of Suspension or Indefinite Suspension shall be limited to the involved visitor if the visitor was the only direct participant in the misconduct, however, if other visitors, in particular, children, were subjected to exposure then the term of Suspension or Indefinite Suspension may be imposed with all visitors. See the Hearing Officer's "Guidelines for Visit-Related Misconduct"

The "Guidelines for Visitor Suspension" recommended penalties for engaging in Unacceptable Physical Conduct is as follow:

	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
No other visitors exposed:	6 months suspension or limitation to non- contact visitation	1 year to indefinite suspension of visitation	Indefinite suspension of visitation
Other visitors exposed:	1 year to indefinite suspension of visitation	Indefinite suspension of visitation	Indefinite suspension of visitation
Children exposed:	Indefinite suspension of visitation	Indefinite suspension of visitation	Indefinite suspension of visitation

Assaultive Behavior on Facility Staff, Inmate or other visitors: Visitor and/or inmate assault on facility staff, inmate or visitor/fighting

Immediate Termination of Visit, AND

Visitor -Up to Indefinite Suspension of Visiting Privileges depending upon assault, injuries sustained and relationship of visitor to inmate and perpetrator to visitor.

Inmate - Up to Indefinite Suspension of Visiting Privileges depending upon assault/fight, injuries sustained and relationship of inmate to victim, however, the Superintendent must review any disposition of a term of Suspension for two years or longer of Visiting Privileges with all visitors. See the Hearing Officer's "Guidelines for Visit-Related Misconduct."

The "Guidelines for Visitor Suspension" recommended penalties for engaging in assaultive behavior is as follow:

	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
Assault w/ weapon/moderate or serious injury	Indefinite suspension of visitation	N/A	N/A
Assault w/ weapon/minor injury	1 to 2 years suspension of visitation or limitation to non-contact visitation	Indefinite suspension of visitation	Indefinite suspension
Assault w/out weapon/moderate or serious injury	6 months to 2 years suspension or limitation non- contact visitation	1 year to Indefinite suspension of visitation	Indefinite suspension of visitation
Assault w/out weapon/minor or no injury	3 months to 6 months suspension or limitation to non -contact visitation	6 months to 1 year suspension or limitation to non- contact visitation	2 to 3 years suspension of visitation
Group or gang-related Assault	1 to 2 years suspension of visitation	Indefinite suspension of visitation	Indefinite suspension of visitation

Attempt to Introduce Contraband/Smuggling**a) Money**

Visit Denied or Immediately Terminated, AND

Visitor- Up to Indefinite Suspension of Visiting Privileges depending on the surrounding circumstances or the nature of the incident; the severity or egregiousness of the conduct; and/or past instances of misconduct.

Inmate - Up to Indefinite Suspension of Visiting Privileges, however, the Superintendent must review any disposition of a term of Suspension for two years or longer of Visiting Privileges with all visitors. A term of Suspension or Indefinite Suspension shall be limited to the involved visitor or visitors where the misconduct involved only the inmate and the specified visitor or visitors and the inmate did not attempt to remove the contraband from the visiting room. See the Hearing Officer's "Guidelines for Visit-Related Misconduct."

The "Guidelines for Visitor Suspension" recommended penalties for attempting to smuggle money is as follow:

	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
Less than \$20:	3 to 6 months suspension or limitation to non- contact visitation	6 months to 1 year suspension or limitation to non- contact visitation	1 to 2 years suspension or limitation to non- contact visitation
\$20 or more:	6 months to 1 year suspension or limitation non-contact visitation	1 year to 2 years suspension or limitation to non- contact visitation	2 years to indefinite suspension of visitation or limitation to non- contact visitation

b) Alcohol

Visit Denied or Immediately Terminated, AND

Visitor- Up to Indefinite Suspension of Visiting Privileges depending on the surrounding circumstances or the nature of the incident; the severity or egregiousness of the conduct; and/or past instances of misconduct.

Inmate - Up to Indefinite Suspension of Visiting Privileges, however, the Superintendent must review any disposition of a term of Suspension for two years or longer of Visiting Privileges with all visitors. A term of Suspension or Indefinite Suspension shall be limited to the involved visitor or visitors where the misconduct involved only the inmate and the specified visitor or visitors and the inmate did not attempt to remove the contraband from the visiting room. See the Hearing Officer's "Guidelines for Visit-Related Misconduct."

The "Guidelines for Visitor Suspension" recommended penalties for attempting to smuggle alcohol is as follow:

	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
Consumed in visiting Room:	3 months to 1 year suspension or limitation to non- contact visitation	6 months to 2 year suspension or limitation to non- contact visitation	3 years to indefinite suspension of visitation or limitation to non- contact visitation
Removed from visiting Room:	6 months to 2 years suspension or limitation non- contact visitation	1 years to 3 year suspension or limitation to non- contact visitation	Indefinite suspension of visitation

c) Non-Narcotic Drugs
 suspension of visitation

Visit denied or immediately terminated, AND

Up to 3 months

d) Marijuana

Visit Denied or Immediately Terminated, AND

Visitor- Up to Indefinite Suspension of Visiting Privileges depending on the surrounding circumstances or the nature of the incident; the severity or egregiousness of the conduct; and/or past instances of misconduct.

Inmate - Up to Indefinite Suspension of Visiting Privileges, however, the Superintendent must review any disposition of a term of Suspension for two years or longer of Visiting Privileges with all visitors. See the Hearing Officer's "Guidelines for Visit-Related Misconduct."

The "Guidelines for Visitor Suspension" recommended penalties for attempting to smuggle marijuana is as follow:

	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
Visitor's personal use/ Left in personal belongings:	6 months to 18 months suspension or limitation to non- contact visitation	1 year to 3 years suspension or limitation to non- contact visitation	3 years to Indefinite suspension of visitation or limitation to non- contact visitation
Amount suggestive of Personal use by Offender:	1 year to 2 years suspension or limitation to non- contact visitation	2 years to 5 years suspension or limitation to non- contact visitation	4 years to indefinite suspension of visitation or limitation to non- contact visitation
Amount or packaging indicative of distribution (e.g., substantial quantities, multiple packages, possessed in conjunction with money, etc.):	2 years to Indefinite suspension or limitation to non- contact visitation	4 years to Indefinite suspension or limitation to non- contact visitation	Indefinite suspension of visitation

e) Narcotic and Other Dangerous Drugs

Visit Denied or Immediately Terminated, AND

Visitor- Up to Indefinite Suspension of Visiting Privileges depending on the surrounding circumstances or the nature of the incident; the severity or egregiousness of the conduct; and/or past instances of misconduct.

Inmate - Up to Indefinite Suspension of Visiting Privileges, however, the Superintendent must review any disposition of a term of Suspension for two years or longer of Visiting Privileges with all visitors. See the Hearing Officer's "Guidelines for Visit-Related Misconduct."

The "Guidelines for Visitor Suspension" recommended penalties for attempting to smuggle narcotics/dangerous drugs is as follow:

	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
Visitor's personal use/ Left in personal belongings:	6 months to 18 months suspension or limitation to non- contact visitation	1 year to 3 years suspension or limitation to non- contact visitation	3 years to Indefinite suspension or limitation to non- contact visitation
Amount suggestive of personal use by Offender:	1 year to 2 years suspension or limitation to non- contact visitation	2 years to 5 years suspension or limitation to non -contact visitation	4 years to indefinite suspension of visitation or limitation to non- contact visitation
Amount or packaging indicative of distribution (e.g., substantial quantities, multiple packages, possessed in conjunction with money, etc.):	2 years to indefinite suspension or limitation to non- contact visitation	4 years to indefinite suspension or limitation to non- contact visitation	Indefinite suspension of visitation

f) Item Which is Readily Capable of Being Used to Cause Death or Serious Injury (except dangerous drugs)

Visit Denied or Immediately Terminated, AND

Visitor-Up to Indefinite Suspension of Visiting Privileges.

Inmate - Up to Indefinite Suspension of Visiting Privileges, however, the Superintendent must review any disposition of a term of Suspension for two (2) years or longer of Visiting Privileges with all visitors. See the Hearing Officer's "Guidelines for Visit-Related Misconduct."

g) Item With Intent to Aid in an Escape (e.g., cellular telephone, portable electronic storage media containing information which may be used to aid in escape)

Visit Denied or Immediately Terminated, AND

Visitor-Up to Indefinite Suspension of Visiting Privileges.

Inmate - Up to Indefinite Suspension of Visiting Privileges, however, the Superintendent must review any disposition of a term of Suspension for two years or longer of Visiting Privileges with all visitors. See the Hearing Officer's "Guidelines for Visit-Related Misconduct."

The "Guidelines for Visitor Suspension" recommended penalties for attempting to smuggle deadly/escape items is as follow:

	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
Deadly/Escape items	1 year to indefinite suspension of visitation depending upon the facts or circumstances	Indefinite suspension	Indefinite suspension

h) Any Other Item Not Permitted Within a Correctional Facility Under 7 NYCRR Section 200.3 (C) (see Section V-D-4 of this directive) (e.g. portable electronic storage media)

Visit Denied or Immediately Terminated; AND

Visitor - Up to one (1) Year Suspension of Visiting Privileges if possessed by the visitor; Or up to Indefinite Suspension of Visiting Privileges if any such prohibited item is transferred to an inmate or possessed under circumstances indicative of an attempt to transfer the item to an inmate.

Inmate - Up to Indefinite Suspension of Visiting Privileges, however, the Superintendent must review any disposition of a term of Suspension of two years or longer of Visiting Privileges with all visitors. See the Hearing Officer's "Guidelines for Visit-Related Misconduct."

i) Any Other Item Not Immediately Permitted to be Possessed in the Visiting Room by Either the Visitor or the Inmate (e.g., tobacco):

Immediate Termination of Visit, AND

Up to six 6 months suspension of visitation privileges.

Authorized By:

M. S. Miles

08-25-21

Reference:

ACA4-4088

1 of 4

Date:

07-10-2017

I. PURPOSE:

To establish a standardized 16-hour orientation program for persons working within the New York State Department of Corrections and Community Supervision, but are not employed by DOCCS.

II APPLICABILITY:

Personnel who are assigned work within DOCCS as either a per diem or non-departmental employee, for example: Office of Mental Health (OMH) and agency-contracted employees. This policy is not applicable to construction contractors.

III POLICY:

All staff to whom this subject applies will receive a 16-hour orientation program. The orientation program will be administered during the employee's first two days at the facility. Orientation for volunteers is covered under Directive #4750, Section V, D. The facility will determine what additional training is necessary for each individual.

IV PROCEDURE:

The Facility Training Contact will oversee the orientation of non-departmental and per diem employees. This person will be responsible for arranging the necessary staff to be available for escorting and explaining the functions of the various areas of the facility.

The new non-departmental or per diem employee will meet with the Facility Training Contact and/or appropriate escorting staff member. The Training Contact will ensure the employee receives orientation information on the areas designated on the 16-Hour Orientation sign-off sheet (Attachment A).

The staff member who delivers the information will sign in the appropriate area on the orientation sign-off sheet (Attachment A) to verify orientation in the specific topic.

The training escort will act as a guide for the new, non-departmental employee. The introduction to security will be divided into two components, which will include a tour of the facility as well as an orientation of the informational topics outlined on the orientation sign-off sheet. If there is security information specific to a facility, it should be included in the tour and/or as a topic to be covered.

Subject: 7.150 Orientation Program for Per Diem and Non- Departmental Employees	Topic: Pre-Service and- Orientation Programs	Date: 07-10-2017	Page 2 of 4
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An escort must remain with the new employee for the duration of the tour and be prepared to give a verbal overview of each area. Positive dialogue between the guide and employee should be encouraged, allowing for questions and comments throughout the tour. Each question will be treated with courtesy and professionalism. It is important to remember that this is the first opportunity for the person to see the facility in operation and individual reactions will vary.

Facility staff members shall be introduced at the guide's discretion to supplement the tour and provide information related to the different areas of the facility. The tour must be pre-planned and timed, always beginning in the same area and ending in a room conducive for the presentation of the outlined topics.

Following the tour, the guide will share information regarding important security topics such as those listed above, and basic dos and don'ts. This presentation should include handouts, safety fact sheets, and relevant facility material\$, which can be used **as a** reference in the future.

This segment also provides the opportunity to address the disciplinary process, explain the security hierarchy in a facility, and explain the respect for the chain of command by the security workforce. Like the tour, presentation of the topic materials, handouts, and videotapes should be well planned and timed.

At the conclusion of the second day, the new non-departmental employee will sign the Orientation form acknowledging that he or she received 16 hours of orientation. This form will be forwarded to the Training.Contact for filing.

Subject: 7.150 Orientation Program for Per Diem and Non- Departmental Employees	Topic: Pre-Service and Orientation Programs	Date: 07-10-2017	Page 3 of 4
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**ATTACHMENT A
ORIENTATION SIGN-OFF FORM
Non-Departmental and Per Diem Employees**

-----CORRECTIONAL FACILITY

PRINT NAME: _____

DATE ASSIGNED _____ TITLE/RANK _____

Introduction to the Superintendent	_____
Introduction to the Executive Team	_____
Clean Air Policy/ Smoking	_____
Sexual Harassment Policy	_____
Sexual Abuse Directive 4028A	_____
PREA Introduction/Refresher Training	_____
Red Book Synopsis	_____
Parking Regulations	_____
Personal Alarm System	_____
Accreditation	_____
Facility Tour {Security Operations}	_____
Overview and Tour of Programs with DSP	_____
Training Bulletins	_____
Tool and Key Control	_____
Control of Contraband	_____
Caustics, Flammables, and Toxics	_____
Facility Emergency Procedures	_____

Subject: 7.150 Orientation Program for Per Diem and Non- Deoartmental Emolovees	Topic: Pre-Service and Orientation Programs	Date: 07-10-2017	Page 4 of 4
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Stormwater Management Plan
(if applicable)

HIPPA Video (Applicable staff)

NOTE: If the facility does not have a particular Department listed, write "NIA."
Additional lines have been added to accommodate any signature(s) specific to your
facility. .

I completed the 16-Hour Orientation Program on:

Date

Non-Departmental/Per Diem Employee:
Sign

Print Name

Escort/Guide: Sign

Print Name

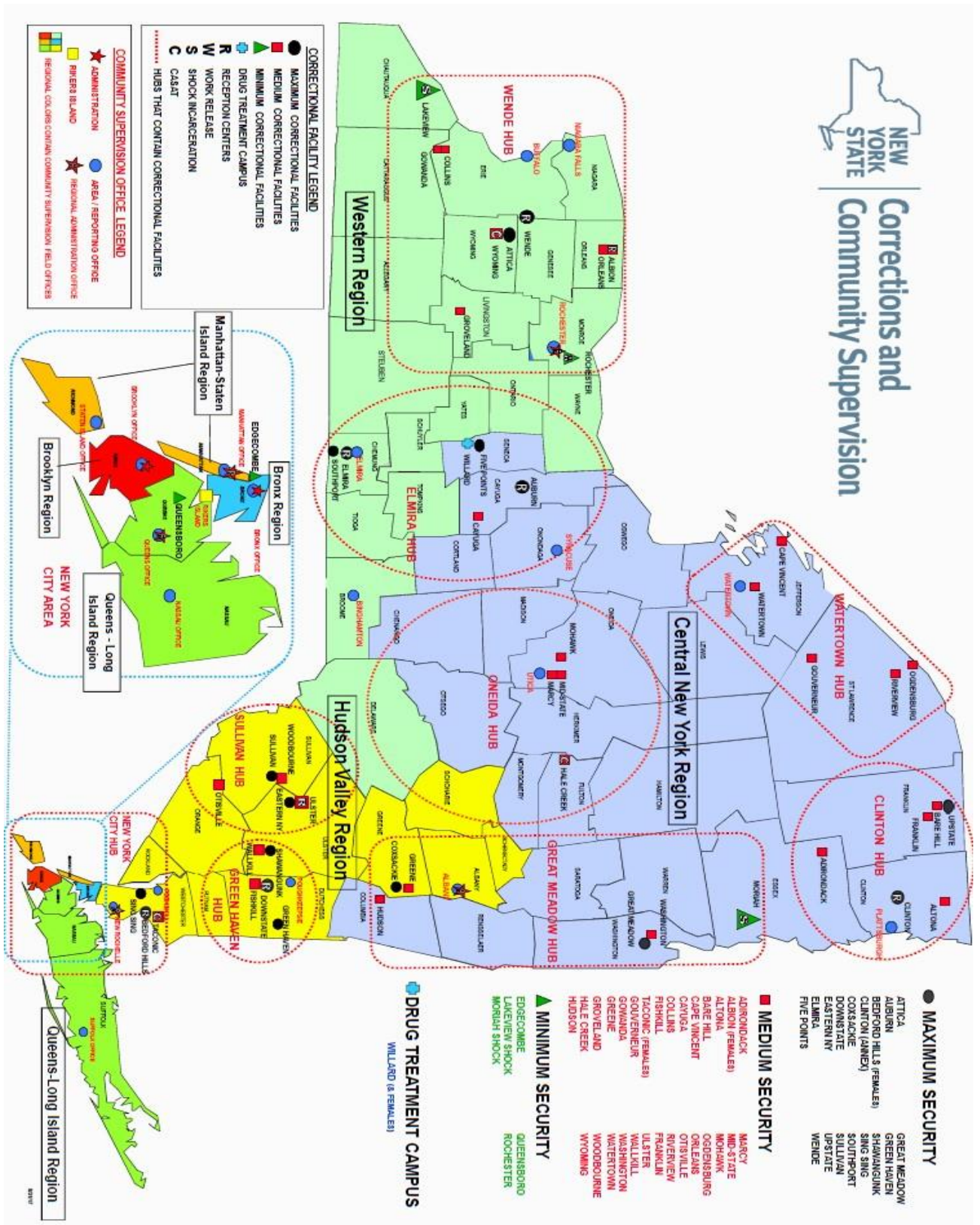
ATTACHMENT J

New York State DOCCS Facilities and Regional Map

Map can also be viewed online at
<http://www.doccs.ny.gov/mapselec.html>



Corrections and Community Supervision



ATTACHMENT K

Mandatory Intent to Bid

MANDATORY INTENT TO BID

(Attachment K)

PROCUREMENT NAME: RFP #2019-13 PREA Employee Training Curriculum

Company Name	
Authorized Contact Name:	
Contact E-Mail	
Authorized Vendor Signature (must be notarized)	

_____Intends to submit a Bid

_____Will not be submitting a Bid for the following reason(s):

--

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT
STATE OF _____ }
COUNTY OF _____ } SS.:

On the _____ day of _____ in the year 201_ 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 maintains an office in _____, 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):** _____ is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _____ is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _____ 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):** _____ is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _____ is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _____ 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):** _____ is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _____ 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, _____ 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.

RETURN THIS PAGE AS PART OF INTENT TO BID
Attention: Linda Mitchell, Contract Management Specialist II
Linda.Mitchell@doccs.ny.gov

ATTACHMENT L

Deliverable Acceptance Form

NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION
THE HARRIMAN STATE CAMPUS, 1220 WASHINGTON AVENUE
ALBANY, NY 12226-2050
RFA # 2019-13
PREA EMPLOYEE TRAINING CURRICULUM

Attachment L – Deliverable Acceptance Form

DELIVERABLE ACCEPTANCE FORM FOR:	Date:
Vendor Name Statement of Submission	
<i>Detailed description of items for Acceptance</i>	

Vendor Details	
Submitted by: Name Title	
Signature of <i>Vendor</i>	
Date Delivered	

Change Order Details, if applicable			
Change Order #	Description	Date approved	Comments

NYS Statement of Acceptance		
<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted with Exceptions	<input type="checkbox"/> Not Accepted
Exceptions or Reason for Rejection:		
Accepted by: Name Title		
Signature:		Date: