



Corrections and Community Supervision

Request for Proposals # 2019-25 Statewide Centralized Laboratory Services

Issue Date: November 25, 2019

Bid Questions Due: January 06, 2020

Proposal Due Date: February 07, 2020 – 3:00 p.m.

Contract Term: July 01, 2020 – June 30, 2025

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List of Attachments

Attachment A	Appendix A, <i>Standard Clauses for New York State Contracts</i> (dated October 2019)
Attachment B	Appendix C, <i>MWBE and EEO Requirements and forms</i>
Attachment C	Notice of Intent to Bid
Attachment D	Application Cover Sheet
Attachment E	Cost Sheet
Attachment F	Required Legal Forms <ul style="list-style-type: none"> - Vendor Responsibility Questionnaire - Procurement Lobby Certification §139 j & §139 k - Worker's Compensation Insurance & Disability Insurance - Non-Disclosure Form - Vendor Assurance of No Conflict of Interest or Detrimental Effect - EO177 Certification - Encouraging use of NYS Business in contract performance - Consultant Disclosure Form A & Form B - ST-220CA and ST-220TD Tax Certification
Attachment G	Diversity Practices Questionnaire
Attachment H	2019 Test Counts
Attachment I	DOCCS Geographical Map
Attachment J	DOCCS Directives <ul style="list-style-type: none"> - Directive #2216 - Directive #4027A - Directive #4028A - Directive #4750

Notice to Proposers

1. Read the entire RFP document. Note the key issues such as event dates, mandatory requirements, and proposal packaging requirements.
2. The successful bidder must meet all of the mandatory requirements.
3. The successful Bidder must be able to provide comprehensive medical laboratory services at all NYS Correctional Facilities. **Only one contract will result from this RFP.**
4. Bidders are permitted to communicate with the designated contacts **only**. Note the names and contact information for these contacts (Section 1.4).
5. Any amendments, clarifications, responses to questions, and updates to this RFP will be posted on the NYS Contract Reporter website (<https://www.nyscr.ny.gov/>) and the DOCCS/Community Supervision Web site <http://www.doccs.ny.gov/RFPs/rfps.html>
6. Proposals must address all amendments, clarifications, or updates pertaining to this solicitation document.
7. Take full advantage of the Questions and Answers opportunities. All questions must be submitted in writing to the designated email address by the date and time specified on page 8, section 1.5, *Schedule of Events and Dates*.
8. Proposals are to include a cover letter as outlined in Section 5.2.1, *Cover Letter*.
9. Review the RFP documents and your proposal. Make sure all requirements are addressed and all submission copies are identical and complete.
10. Complete and submit with your proposals all required forms in Attachment F (and any documents referenced throughout the RFP).
11. Package your proposals as instructed in Section 5, *Proposal Submission*.
12. Submit your proposals so that they are received by the designated due date and time (see Section 5.5) **DOCCS will not consider proposal submissions that arrive after the time specified on the due date.**

Glossary of Terms

<u>Term</u>	<u>Definition</u>
Commissioner	Commissioner of the Department of Corrections and Community Supervision or duly authorized representative
Contractor	Successful Proposer awarded contract
DOCCS	Department of Corrections and Community Supervision
RFP	Request for Proposal
Issuing Office	Department of Corrections and Community Supervision, Division of Support Operations/Contract Procurement Unit
Offerer / Proposer / Bidder / Offeror	Any person, partnership, firm, corporation or other authorized entity submitting a proposal to the State pursuant to this RFP.
Vendor	Contractor
DIN	Department Identification Number

1. Introduction

1.1 Issuing Agency

The issuing agency of this RFP is the New York State Department of Corrections and Community Supervision (DOCCS). This RFP outlines the terms and conditions as well as all applicable information required for submitting a bid. Bidders must strictly adhere to the bid submission date and time to prevent disqualification.

1.2 Department of Corrections and Community Supervision (DOCCS) Mission Statement

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

DOCCS' Goals include the following:

- Create and maintain an atmosphere where both offenders and staff feel secure.
- Develop and implement positive individualized treatment plans for each offender that includes post release reentry plans.
- Teach offenders the need for discipline and respect, and the importance of a mature understanding of a work ethic.
- Establish a needs/risk approach to treatment and community supervision to ensure a continuity of services.
- Assist all staff by providing the training and tools needed to perform their duties while enhancing their skills.
- Offer career development opportunities

1.3 Purpose

The New York State Department of Corrections and Community Supervision (DOCCS) is responsible for the confinement and rehabilitation of approximately 46,000 individuals under custody held at 52 state correctional facilities located throughout New York State. **A map of NYS Correctional Facilities is attached as Attachment I for informational purposes.**

DOCCS is responsible for the delivery of medical care to those inmates confined to its correctional facilities. The service required for this RFP is comprehensive medical laboratory services for all NYS correctional facilities, in accordance to standards set by the NYS Department of Health (NYSDOH). The Contractor will be responsible for the collection, transport, processing and storage of lab specimens, and provide appropriate and quality laboratory results, and reports as per Section 6. Scope of Services.

This Request for Proposal (RFP) is issued by DOCCS pursuant to Section 23, Subdivision 2, of the Correction Law and Correction Law Sections 70(2)(c) and 112. DOCCS is responsible for providing health care for inmates within the correctional facilities 24 hours a day, 7 days a week. DOCCS seeks to make provisions for inmates to receive comprehensive medical laboratory services in an appropriate setting within secure correctional facilities.

The contract awarded as a result of this RFP will be for a period of five years, commencing **July 01, 2020, or upon approval by the Office of the State Comptroller (OSC), and ending June 30, 2025 or five (5) years after the start date**

Any exceptions or objections to terms, conditions, and requirements of this RFP must be submitted in writing. See section 4.7 – Proposal Exceptions.

Proposals that do not include all elements as stated in the RFP may not be accepted as meeting the requirements to be considered responsive.

1.4 Designated Contact Pre-requisite

All inquiries concerning this RFP must be addressed in writing to the DOCCS' designated contact as follows:

Designated Contact

Name: Robin Kuinlan, CMS I

Email: doccscontracts@doccs.ny.gov

Phone: (518) 436-7886 extension 3135

Fax: (518) 436-1519

Alternate Contact

Name: Marla Henriquez, CMS II

Email: doccscontracts@doccs.ny.gov

Phone: (518) 436-7886 extension 3135

Fax: (518) 436-1519

Contacting persons other than the designated contacts may result in rejection of bid. See Procurement Lobbying [Section 3.3](#).

All inquiries must be submitted by email or written document to the designated contact(s). Please use *RFP #2019-25* in the subject line and specify the location (particular Section and paragraph) of this RFP. Bidders are responsible for ensuring delivery of their questions.

All bidders must develop technical and cost proposals that reflect the terms of the contract provisions described in this RFP. All clarifications and exceptions including those relating to the terms and conditions of the proposed contract are to be resolved prior to the submission of a proposal. Answers to all questions of a substantive nature will be given to all bidders in the form of a formal addendum, and this addendum will be annexed to and become a part of the resulting contract.

1.5 Schedule of Events and Dates

Event	Date
Release of Request for Proposal (RFP) Issued	11/25/19
Registration for Bid Conference Due	12/16/19
Non-Mandatory Bid Conference	12/18/19
Notice of Intent to bid due	01/03/20
Questions Due from Bidders	01/06/20
Response to Bidders' Questions available on website	01/08/20
Proposal Due Date (Contract Procurement Unit, Menands, NY)	02/07/20 at 3:00 p.m.
Notice of Tentative Award	03/02/20

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

END OF SECTION 1 – INTRODUCTION

2. Bidder Information

2.1 Qualifications of Prospective Bidders

The bidder shall meet the following qualifications:

- a) Experience working with or within a correctional setting is required. The bidder's proposal must describe the scope and duration of such experience.
- b) The Bidder must have a minimum of 5 years experience providing comprehensive medical laboratory services to large populations in multiple sites.
- c) A Bidder must provide **all necessary proof of insurance with their bid**. Contractor must provide proof of current insurance, certifications, licensing, etc. throughout the Contract term;

Upon request, DOCCS may seek further evidence of the bidder's qualifications. DOCCS reserves the right to investigate or make any inquiry into the capabilities of any proposer to properly perform under any resultant contract.

2.2 Requirements

Bidders must demonstrate the following:

- a) 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.
- b) That they can provide the services described in Scope of Services (*Section 6*) in a manner that best meets the needs and operation of the agency.
- c) They will comply with all standard and appropriate regulations governing contracts with the State of New York. All provisions and requirements of the October 2019, **Appendix A Standard Clauses for New York State Contracts** will be incorporated into any contract resulting from this solicitation and will be binding upon the parties to such contract.
- d) That they have a willingness to work with DOCCS to achieve any goals established relative to sub-contracting or purchasing of supplies from Minority and Women-Owned Businesses.
- e) DOCCS reserves the right to investigate or make any inquiry into the capabilities of any bidder to properly perform under any resultant contract.

2.3 Terms of Agreement

The Agreement shall run for five (5) years beginning July 01, 2020 through June 30, 2025, contingent on approval of the Office of the State Comptroller (OSC). DOCCS reserves the sole right to renew the Agreement for an additional one-year periods under the same terms and rates by notifying the contractor of its intention no less than one-hundred-eighty (180) days before the expiration of the original Agreement or the initial one-year renewal period.

DOCCS reserves the right to seek reduced rates and/or new terms of agreement from the contractor prior to any extension.

2.4 Completeness of Proposal

Bidders must submit proposals describing the complete range of services specified in this RFP. It is the responsibility of the bidder to verify the completeness of its proposal and its suitability to meet the requirements of this RFP. Proposals that fail to meet the mandatory requirements may be disqualified.

2.5 Modification of Proposal

Once submitted, proposals may not be modified unless DOCCS specifically requests a clarification or explanation. Any clarification or explanation submitted by a bidder shall be done so in written form only. Modifications submitted by a bidder after the formal submission date that are not in response to a written request from DOCCS shall not be accepted.

2.6 Withdrawal of Proposal

Proposals cannot be withdrawn for a minimum of 120 days after the proposal submission date (see State Finance Law Section 163.9(e).) Written requests to withdraw proposals after the 120-day period may be granted only with written permission from DOCCS.

2.7 Incurring Costs

DOCCS shall not be held liable for any costs incurred by the bidder in the preparation, production or submission of a proposal, or for any work performed by a bidder prior to the approval of an award Agreement.

DOCCS shall not be held liable for any costs incurred by a bidder in modifying or explaining details of the bidder's proposal in response to questions from DOCCS.

DOCCS shall not be held liable for any costs incurred by a bidder for any negotiations with DOCCS required to finalize and sign a formal Agreement document.

2.8 Notice of Intent to Bid

Filing Attachment C, Notice of Intent to Bid, is a non-**mandatory** requirement. Bidders are not obligated to bid based on submitting an Intent to Bid.

2.9 Prime Contractor Responsibility

Bidders may submit a proposal utilizing the services of subcontractors for any aspect of this procurement; however, the prime contractor must assume complete responsibility and liability for the delivery of all services. Subcontractors may be used to meet the qualifications required herein; however, subcontractors must be fully disclosed in the same manner as required of the prime contractor and must provide the same information including *Vendor Responsibility Questionnaires*, company finances, and staff qualifications. The roles and responsibilities of each proposed subcontractor must be clearly delineated in the bidder's proposal.

2.10 Best Value

The contract resulting from this RFP will be awarded to the qualified bidder whose proposal is determined to provide the best value to the State as defined in NYS Finance Law § 163 available at: <http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO>:

2.11 Terms/Definitions

The terms *shall*, *must*, and *will* designate mandatory requirements. If a Bidder fails to meet **any** of these requirements they may be disqualified from further consideration.

The terms *proposer*, *bidder*, *vendor*, *contractor*, and *provider* are used interchangeably herein and shall have the same meaning.

The terms *proposal* and *bid* are used interchangeably herein and shall have the same meaning.

The name of this agency, NYS Department of Corrections and Community Supervision, is used interchangeably herein with *Department* and *DOCCS*.

2.12 New York State and DOCCS Policies

The Bidder 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 hired by the Contractor to work in the facilities, by virtue of accepting his/her assignment, must abide by all the policies, rules and regulations of the Department.

In addition, the Contractor will be familiar with and provide staff with information in federal and NYS Laws as well as Department Policy on the Prevention of Sexual Abuse of Inmates: <http://www.doccs.ny.gov/PREA/PREAINfo.html>

2.13 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.

Orientation and periodic training: Contractor shall require each Employee 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 Employee 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 Employees 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; Employees 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.

Employees 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 Employees 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: Employees 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 Employee 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 an Employee.

It is the responsibility of the Contractor to see that all employees are aware of the directives cited above and all other applicable rules and regulations of the Department. Copies of all relevant parts of the Department's Employee Rule Book will be made available to the Contractor.

2.14 On Site Work

Services performed on-site by the Contractor's Employee shall be rendered in accordance with these additional requirements as determined by the Correctional Facility:

- a) Employee Sign-In: Contractor's Employee shall sign in and out in accordance with the Correctional Facility's security procedures and guidelines. Failure to sign in or out, whether intentional or not, may be understood to mean that service was not performed;
- b) A review of all facility use rules for the subject location; and
- c) An introduction for each respective Agency organization, chain of command, etc., and
- d) Any other additional security or other requirements set forth by the Correctional Facility.

2.15 Dispute Resolution

It is the policy of the Department of Corrections and Community Supervision (DOCCS) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to bid solicitations or contract awards. DOCCS and the Office of the State Comptroller encourage vendors to seek resolution of disputes through consultation with DOCCS' Division of Support Operations / Contract Procurement Unit staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes.

2.16 Non-Mandatory Bidders Conference & Site Visit

Each bidder is strongly encouraged to attend the non-mandatory Bidders' Conference and Site Visit **tentatively** scheduled for Wednesday, **December 18, 2019**, at 1:00 p.m., at **Coxsackie Correctional Facility, 11260 Route 9W, Coxsackie, NY 12051-0200**. The Site Visit, which will include a tour of the Facility, will immediately follow the conclusion of the Bidders' Conference. This is the only date and time available for the Bidders' Conference and Site Visit. Alternate dates for additional bidders' conferences and site visits **will not** be available.

Due to security restrictions at the correctional facility, all Bidders must pre-register with the Contract Procurement Unit at (518) 436-7886, Ext. 3036, or by email doccscontracts@doccs.ny.gov, by close of business **Monday, December 16, 2019**. Upon registering, the date, time, and location of the bidders' conference and site visit will be confirmed. Each Bidder will be allowed to bring no more than three (3) representatives to attend the Bidders' Conference and Site Visit. It is recommended that attendees arrive at least thirty minutes prior to the scheduled time of the bidders' conference and site visit. Photo identification (passport, driver's license, or DMV issued identification is required). All clearances and other security requirements must be strictly adhered to. Weapons of any kind, cell phones, pagers, or other electronic devices are strictly prohibited.

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

Prospective bidders arriving after the substantive portion of the bidders' conference begins (as reasonably determined by the facility manager) will be precluded from attending the bidders' conference and site visit.

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

The bidders' conference and site visit will provide an opportunity for Bidders to obtain information about the tasks to be performed and the special needs of the facilities. Questions during the bidders' conference and site visit will be permitted. It is suggested that the bidder note the question and ask at the end of the tour. **Completion of the Bidders' Conference and Site Visit Verification Form is required and will be available to sign at the time of the Bidders' Conference and Site Visit.**

Verbal answers are not official answers. All questions asked at the bidders' conference or after the site visit must be submitted via email to the Contract Procurement Unit at doccscontracts@doccs.ny.gov no later than close of business Monday, January 06, 2020. Please reference the RFP 2019-25 on the subject line of your email. Only answers provided by addendum are considered official. Answers will also be posted on the DOCCS and New York State Contractor Reporter websites by close of business Wednesday January 08, 2020.

NOTE: If there are any questions Bidders would like addressed at the bidders' conference and site visit, Bidders should submit them in writing, via email to the Contract Procurement Unit at doccscontracts@doccs.ny.gov, prior to the date of the bidders' conference and site visit. Questions during the bidders' conference and site visit will be permitted, however, only questions submitted in writing and answered via addendum will be considered official.

END OF SECTION 2 – BIDDER INFORMATION

3. Contract Clauses and Requirements

3.1 Appendix A / Order of Precedence

Appendix A - Standard Clauses for New York State Contracts, dated October 2019, and, dated attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

- Appendix A
- The Contract resulting from this RFP
- DOCCS Request for Proposal #2019-25 (this Document) including any addenda(s)
- Selected Contractor's Proposal/Bid

3.2 Ethics Compliance

All proposers/contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Contract, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the proposal process, termination of contract, and/or other civil or criminal proceedings as required by law.

3.3 Procurement Lobbying Act

New York's Legislative Law and the State Finance Law have been amended to regulate lobbying on procurement contracts. Chapter 1 of the Laws of 2005, State Finance Law § 139-j and k, which can be accessed through the NYS Office of General Services links below, imposes certain restrictions on communications between the Department and the bidder during the procurement process. The bidder is restricted from making contacts, beginning with the date of the bid advertisement in the NYS Contract Reporter through final approval of the contract award by the Office of the State Comptroller, with anyone other than the designated contact person identified in the RFP, unless it is contact that is among certain statutory exceptions as per State Finance Law § 139-k (3) (a). The designated staff are identified in Section 1.4. Department staff are required to obtain certain information when contacted during the "restricted period" and to make a determination of responsibility of the bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection of the proposal, and in the event of two findings within a four-year period, the bidder is debarred from future State contracts. It is DOCCS' policy to immediately report to its ethics officer and/or inspector general any impermissible contact by any offeror (bidder) and, in addition, to comply with all requirements of the procurement lobbying and procurement stewardship acts. More information about State Finance Law Sections 139-j and k can be found on the website of the Office of General Services by accessing the following: <https://ogs.ny.gov/acpl/>

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

3.4 New York State Vendor File Registration

Prior to being awarded a contract pursuant to this Solicitation, the Bidder must be registered in the New York State Vendor File administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and

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

If the Bidder is not currently registered in the Vendor File and is recommended for award, DOCCS shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. In addition, if authorized resellers are to be used, an OSC Substitute W-9 form should be completed by each of the designated authorized resellers and submitted to the Office of General Services Business Services Center. The Office of General Services Business Services Center will initiate the vendor registration process for all Bidders recommended for Contract Award and their authorized resellers. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: http://www.osc.state.ny.us/vendor_management/ **Form to be completed:** http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf

3.5 Vendor Responsibility Requirements

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

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

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at: <http://www.osc.state.ny.us/portal/contactbuss.htm>.

Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm

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

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

A Bidder's Questionnaire cannot be viewed by DOCCS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the

requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

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

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

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.

3.6 Financial Stability

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

3.7 Sales and Compensating Use Tax Certification Requirements

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

Complete **Form ST-220-CA Contractor Certification**. The Contractor must file Form ST-220-CA to certify that it has filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date that the Contractor files Form ST-220-CA. Access and complete Form ST-220-CA by using the following link: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

Please note that Form ST-200-TD must be filed with the NYS Tax Department at the address on the front page of the form. You can access Form ST-220-TD using the following link: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

For *Questions and Answers Concerning Tax Law Section 5-a*, go to NYS Department of Tax and Finance at <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

3.8 Encouraging the Use of NYS Business

In an ongoing effort to use New York State (NYS) businesses, DOCCS encourages bidders to partner with NYS subcontractors and/or suppliers. For this solicitation, bidders should identify the NYS businesses that they plan to use if awarded the contract resulting from this solicitation by completing the form entitled *Encouraging Use of New York State Businesses in Contract Performance*. If known, please identify the businesses and attach the requested information. Return the completed form with your proposal. If you do not plan to partner with a NYS business, please indicate this on the form and return it with your proposal.

3.9 M/WBE and EEO Requirements

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

3.10 Diversity Practices Requirements

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 in Attachment G. The bidders’ responses will be evaluated using a predetermined rating scale.

3.11 Service-Disabled Veteran Owned Businesses

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 <https://ogs.ny.gov/Veterans/default.asp> to discuss methods of maximizing participation by SDVOBs on the Contract.

3.12 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. Such indemnity shall not be limited to the insurance coverage herein prescribed.

3.13 Contractor Insurance - Requirements

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

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

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.

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 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 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. 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 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 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. Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the 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 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 one million dollars (\$1,000,000.00) 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

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 \$1,000,000 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 \$1,000,000 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 1 year; and commencing upon acceptance of the work, as required by the Contract.

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. **Crime Insurance:** If providing services on-site, the Contractor shall maintain, during the term of the Contract, Crime Insurance on a "loss sustained form" or "loss discovered form," and coverage must include the following:
 - The policy must allow for reporting of circumstances or incidents that might give rise to future claims.
 - The policy must include an extended reporting period of no less than one (1) year with respect to events which occurred but were not reported during the term of the policy.
 - Any warranties required by the Contractor's insurer as a result of the Contract must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents and employees) of the Contractor as a result of this Contract.
 - The policy shall include coverage for third party fidelity and name "The People of the State of New York, Department of Corrections and Community Supervision, any entity authorized by law or regulation to use this Contract as an Authorized User and their officers, agents, and employees" as "Loss Payees" for all third-party coverage secured. This requirement applies to both primary and excess liability policies, as applicable.
 - The policy shall not contain a condition requiring an arrest and conviction.
 - The policy shall include coverage for computer crime/fraud.
4. **Professional Errors and Omissions:** If providing professional occupation job titles, the Contractor shall maintain Professional Liability insurance.
 - Such insurance shall apply to professional errors, acts, or omissions arising out

of the scope of services.

- If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under this Contract is completed. Written proof of this extended reporting period must be provided to DOCCS prior to the policy's expiration or cancellation.
- The policy shall cover professional misconduct for lack of ordinary skill for those positions defined in the Scope of Services of this Contract.
- If such professional title includes computer related services, coverage must include the following (is not limited to): consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold.

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 contract. Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to DOCCS at the time 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.**

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.

3.14 Consultant Disclosure Reporting Requirements

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 award for this RFP, the selected Contractor must complete Form A, *State Consultant Services*. The completed Form A should 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*, 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). Submit Form B to DOCCS Budget & Finance Unit, the Consultant Reporting Section of the Bureau of Contracts at OSC, and the Department of Civil Service (DCS) at the addresses provided below.

Submit the completed Form B annually by May 15 for each State fiscal year (or portion thereof) the contract is in effect, as follows:

- | | |
|---------------|---|
| DOCCS: | NYS Department of Corrections and Community Supervision
Melissa McLaughlin, Director
Budget and Finance
1220 Washington Avenue
Albany, New York 12226-2050 |
| OSC: | Attn: Consultant Reporting Sections of the Bureau of Contracts
NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, Floor 11
Albany, NY 12236 |
| DCS: | NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239 |

3.15 Freedom of Information Law/Trade Secrets

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

time of submission of the subject information. Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

3.16 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: 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 to allow for translation or interpretation to be conducted. Any costs associated with the translation or interpretation services will be incurred by DOCCS.

3.17 Executive Order Number 38

Limits on State-Funded Administrative Costs & Executive Compensation: Bidders should review Executive Order 38 and the rules and regulations prior to submitting proposals. More specifically, Bidders should review the restrictions on allowable administrative expenses, the limits on executive compensation, and the reporting requirements. It is the obligation of the selected Contractor, not the State, to determine if Executive Order 38 is applicable. In addition, the selected Contractor must include a provision in any agreement with a subcontractor or agent stating that if said subcontractor or agent is receiving State funds or State-authorized payments from the Contractor to provide program or administrative services under the Contract resulting from this RFP, the subcontractor must also comply with Executive Order 38.

All Contractors doing business with DOCCS should be familiar with Executive Order 38 and the applicable DOCCS Rules and Regulations for the executive order.

Executive Order 38 can be accessed at, executiveorder38.ny.gov, or from the DOCCS' Web site at www.doccs.ny.gov. The applicable DOCCS Rules and Regulations for the executive order are located in the 7 New York Codes, Rules, and Regulations (NYCRR) Part 513.

3.18 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 (Attachment F) as evidence of compliance with the foregoing and submit with bid/proposal.

3.19 Sexual Harassment Prevention Certification

Pursuant to 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.

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.

3.20 Breach of Services

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

3.21 General Requirements

The Bidder agrees:

1. to adhere to all State and Federal laws and regulations in connection with the contract;
2. at a minimum, to notify DOCCS of any changes in the legal status or principal ownership of the firm, no less than forty-five (45) days in advance of said change.
3. that in any contract resulting from this RFP, it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action;
4. that any contract resulting from this RFP may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of DOCCS or his/her designee
5. that for reasons of safety and public policy, in any contract resulting from this RFP, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
6. that for purposes of any contract resulting from this RFP, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
7. that the Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
8. that the Commissioner of DOCCS will make no allowance or concession to the bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.

9. that should it appear that there is a real or apparent discrepancy between different Sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of DOCCS.
10. that it is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
11. that DOCCS reserves the right to reject and bar from the facility any employee hired by the Contractor.
12. **Inspection** – For purposes of any contract resulting from this RFP, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Commissioner of DOCCS may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
13. **Stop Work Order** - The Commissioner of DOCCS reserves the right to stop the work covered by this RFP and any contract(s) resulting therefrom at any time that it is deemed the successful Bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, DOCCS shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Bidder shall be liable to the State of New York for any such costs on account thereof. In the event that DOCCS issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.

3.22 Termination

A. Agency Termination

DOCCS reserves the right to cancel the complete contract or any part thereof, at any time, giving the Contractor ninety (90) days written notice for convenience or unavailability of funds. If in the judgment of DOCCS, the Contractor fails or refuses to perform the work in accordance with the contract, DOCCS may terminate the contract immediately by written notice for cause.

DOCCS may, upon thirty (30) day notice, terminate the contract resulting from this RFP in the event of the awarded Bidder's failure to comply with any of the bid's requirements unless the awarded Bidder obtained a waiver of the requirement.

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

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

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

B. Procurement Lobbying Termination

DOCCS 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, DOCCS may exercise its termination right by providing written notification to the Offeror in accordance with the written notification terms of this contract.

3.23 Contract Terms

1. All provisions and requirements of Appendix A, *Standard Clauses for New York State Contracts*, which is attached hereto and forms a part hereof, will be incorporated into any contract resulting from this RFP, and will be binding upon the parties to such contract.
2. All provisions and requirements that are attached hereto and form a part hereof, will be incorporated into any contract resulting from this RFP, and will be binding upon the parties to such contract.
3. It is stipulated and agreed by the parties that the law of the State of New York shall solely and in all respect govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this RFP.
4. Any contract resulting from this RFP shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the Comptroller of the State of New York.

3.24 Procurement Rights

The State of New York reserves the rights for the following:

- a) Reject any or all proposals received in response to the RFP
- b) Withdraw the RFP at any time, at the agency's sole discretion
- c) Make an award under the RFP in whole or in part
- d) Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP
- e) Seek clarifications and revisions of proposals
- f) 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
- g) Prior to the **bid opening**, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available
- h) Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments
- i) Change any of the scheduled dates
- j) Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders
- k) Waive any requirements that are not material
- l) Negotiate with the successful bidder within the scope of the RFP in the best interests of the state

- m) Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder
- n) Utilize any and all ideas submitted in the proposals received
- o) Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and
- p) Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offeror's proposal and/or to determine an offeror's compliance with the requirements of the solicitation

Please Note: The State is not liable for any costs incurred by Proposers in the preparation and production of proposals or for any work performed prior to the issuance of a contract.

3.25 Extent of Services

DOCCS reserves the right to re-negotiate at its discretion, to reduce the amount of services provided under any contract resulting from this solicitation. This reduction in services shall be effectuated by written amendment to the contract and subject to approval by the Office of the State Comptroller.

3.26 Non-Disclosure Agreement

Upon contract award, the vendor will be required to sign a non-disclosure agreement.

- 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.

3.27 Health Insurance Portability and Accountability Act

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

3.28 Contract Provisions

The entire RFP plus clarification questions and answers as well as the selected vendor's proposal shall be included in the final contract.

END OF SECTION 3 – CONTRACT CLAUSES AND REQUIREMENTS

4. Administrative Information

4.1 Issuing Office

This RFP is being released by the New York State Department of Corrections and Community Supervision, Division of Support Operations / Contract Procurement Unit.

4.2 Method of Award

The results of the technical, diversity practices, and cost scores for all responsive and responsible contractors will be combined and the contractor receiving the highest combined score will be awarded the contract.

4.3 Term of Contract

This contract will commence on July 01, 2020 or on the date of OSC approval, whichever occurs later and will continue for a period of 5 years.

4.4 Price Adjustment (Escalation / De-escalation)

The Contractor is to submit a bid that will be fixed for one (1) year only. On each anniversary date of the contract, the Contractor may request an increase or decrease in their bid for the Statewide Centralized Laboratory Services, dependent upon fluctuations in the latest published copy of the Consumer Price Index for all urban consumers and published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. **(Specifically – All Urban Consumers, Not Seasonally Adjusted, Medical Care Services, Series ID: CUUR0000SAM2, CUUS0000SAM2).** No adjustment shall exceed **five percent (5%)**. In the event the cited index is discontinued or no longer published on the Bureau of Labor Statistics website, the contractor and DOCCS will negotiate a mutually acceptable replacement index. Visit the US Dept. of Labor, Bureau of Labor Statistics website at www.bls.gov/home.htm to view CPI information.

The 'base' month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month CPI for each applicable year and will become effective in the anniversary month. For example, if the contract is awarded in **July 01, 2020**, the 'base' month will be **April**. If the contract allows for an adjustment after the first year, it would be based on the difference between the **April 2020** CPI and the **April 2021** CPI and become effective in **July 2021**.

The consumer price index is published around the middle of each month for the prior month (i.e. the January figure is not published until mid-February). The Contractor has the sole responsibility to request, in letter form, an adjusted rate and should provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request and documentation must be received at the address below within three months of the base month. To ensure timely delivery, certified mail is recommended. As long as the request is submitted and received within the required time frame, the adjustment will be processed using the base month Consumer Price Index. Once approved, the contractor will be notified in writing. Request and documentation should be sent to the DOCCS, Division of Support Operations / Contract Procurement Unit, 550 Broadway, Albany, NY 12204.

Should a contractor fail to submit the request and supporting documentation to the proper location within three months of the applicable base month date, contractor shall be deemed to have waived its right to any adjustment in price, 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.

Example (fictitious):

	Index Point Change
CPI	115.7
Less previous index	111.2
Equals index point change	4.5
	Percent Change
Index point difference	4.5
Divided by the previous index	111.2
Equals	0.040
Results multiplied by one hundred	0.040×100
Equals percent change	4.0

4.5 Electronic Payment

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. 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 Comptrollers website at www.osc.state.ny.us/epay/index.htm, by e-mail at epayments@osc.state.ny.us, or by phone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

4.6 Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

4.7 Proposal Exceptions

The Issuing Office will consider all requests to waive any proposal requirement. However, proposers should be aware that failure to obtain a waiver of any proposal requirement in advance of proposal submission could result in rejection of proposer's proposal and disqualification from the proposing process. Proposers wishing to obtain an exemption or waiver for any part of this solicitation must e-mail the Designated Contact by the 'Questions Due Date' as identified in Section 1.5 – Schedule of Events and Dates. The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either via addendum (if the response results in a change to the RFP), or directly to the requesting proposer.

4.8 Debriefings

Bidders will be accorded fair and equal treatment with respect to the opportunity for debriefings. Unsuccessful Bidders will be notified in writing and will be offered an opportunity for a debriefing. Bidders requesting a debriefing prior to the final approval of the contract must make a request in writing to the designated contact person within fifteen (15) calendar days of the notification. 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>

4.9 Dispute Resolution

It is the policy of DOCCS Division of Support Operations / Contract Procurement Unit to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to proposer solicitations or contract awards. DOCCS and the Office of the State Comptroller encourage vendors to seek resolution of disputes through consultation with DOCCS Division of Support Operations / Contract Procurement Unit staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes.

4.10 Protest Procedures

A proposer wishing to challenge the selection of a firm for contract award must send a Notice of Protest on business letterhead, within 7 business days of notice of a contract being awarded, to the DOCCS designated contact in Section 1.4 of this RFP. If a request for a debriefing is received by DOCCS as set forth in Section 4.9 of this RFP, then a Notice of Protest is due within two business days after the debriefing session occurs.

The Notice of Protest must include at a minimum the following information: (a) Contract number and title, (b) the specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award, and (c) a contact name, address, and e-mail address to which DOCCS may address its Protest Determination.

DOCCS will review the Notice of Protest, and within 15 business days notify the protesting party of its Protest Determination. If DOCCS requires additional time, then it will notify the protesting party within the above stated 15 business days. DOCCS may summarily deny a protest that fails to contain specific factual or legal allegations.

Upon receipt of DOCCS' Protest Determination, the protesting party may file an appeal with the Office of the State Comptroller (OSC). The process for filing such an appeal is set forth at <https://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/17.htm>

4.11 Examination of Contract Documents

- a) Each Proposer is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.
- b) Each Proposer shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the state as an excuse for any failure or omission on the part of the Proposer. It is the proposer's responsibility to fulfill every detail of all the requirements of the documents governing the work. The Proposer, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Proposer might have fully informed itself prior to proposing.
- c) Any addendum issued prior to the proposal due date must be acknowledged by signature, dated and be submitted with the proposal on or before the proposal due date. In awarding a contract any written addenda will become a part thereof.

- d) Any verbal information obtained from, or statements made by, representatives of the Commissioner of the Department of Corrections and Community Supervision shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, shall become a part of the contract.

4.12 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.**

END OF SECTION 4 – ADMINISTRATIVE INFORMATION

5. Proposal Submission

5.1 RFP Questions and Clarifications

Please direct all questions and requests for clarification regarding this RFP to the Designated Contact or the Alternate Contact as identified in Section 1.4.

Questions and requests for clarification are only accepted via mail and email. Official responses to all questions will be posted in the form of an addendum at the following:

- Agency website <http://www.doccs.ny.gov/RFPs/rfps.html> and
- NYS Contract Reporter website <https://www.nyscr.ny.gov/>

Only answers provided by addendum are considered official. Deadline for submission of questions will be as stated in Section 1.5 – Schedule of Events and Dates. Any questions received after the due date and time in Section 1.5 – Schedule of Events and Dates may not be addressed. It is each proposer's responsibility to visit the above websites to determine if any addenda are issued regarding this solicitation prior to submitting a proposal.

5.2 Proposal Format and Content

In order for the State to evaluate proposals fairly and completely, proposers are instructed to follow the format set forth herein and provide all of the information requested. All items identified in the following list should be addressed as concisely as possible in order for a proposal to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the proposal.

5.2.1 Cover Letter

Include in the cover letter the name, position, appropriate license numbers(s), address and telephone number of the person(s) with authority to represent the Vendor;

The cover letter should confirm that:

- the proposer understands all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP;
- the proposer agrees to adhere to the Scope of Services (Section 6);
- if the contract is awarded to your company, the proposer would be prepared to begin services following approval of the NYS Office of the State Comptroller (OSC) on **July 01, 2020**.
- the full contact information of the person(s) DOCCS should contact regarding the proposal;
- the name(s) of principal(s) of the company responsible for this contract, their function, title and number of years of service with company is included;
- Certificate of Incorporation: Vendor should attach a copy of your organization's Certificate of Incorporation and all amendments hereto. If there is no Certificate of Incorporation, please attach a brief statement to that effect, including a brief description of the reason why none exists and a brief description of the nature of your organization, including the legal name of your organization and its principal place of business;
- the proposer is aware of the confidential nature of medical information, and will confirm that they have procedures in place regarding document security measures to protect and keep said information free from damage or disclosure to other sources;
- the required documentation is signed by a proposer's representative authorized to make contractual obligations; and
- the proposer is willing to keep the proposal in effect for 120 days.

5.2.2 Cost sheet

This component of the proposal must be submitted at the same time as the other portions of the proposal but in a separate sealed envelope labeled "Fiscal Component".

5.2.3 Required Legal Forms

Proposers shall submit the completed documents in Attachment F, *Required Legal Forms*.

5.3 Proposal Preparation

All proposals must be completed in ink or machine (computer, typewriter etc.) produced. Proposals submitted handwritten in pencil will be disqualified.

5.4 Packaging of RFP Response

Please complete and submit two (2) originals and seven (7) exact copies of your technical proposal. Also provide two (2) originals and two (2) exact copies of your cost sheet and required forms, as well as any proposal addenda. In addition to the original hard copy proposal submissions, please include one electronic copy of the technical and cost proposal in PDF format on an electronic medium (i.e. USB flash drive, CD, etc.)

The proposer documents must be **submitted to the address below** by mail, hand delivery, overnight carrier or certified mail in a package showing the following information on the outside:

- Proposer's complete name and address
- RFP Number – 2019-25
- Proposal Due Date and Time: (as indicated in Section 1.5 – Schedule of Events and Dates)
- Note on front in large letters "**BID ENCLOSED**"

Failure to complete all information on the proposal envelope and/ or packages may necessitate the premature opening of the proposal and may compromise confidentiality.

5.5 Instructions for Proposal Submission

Only those Proposers who furnish all required information will be considered.

Submit all required documents including signed addenda, if any, to the NYS Department of Corrections and Community Supervision at the following address:

NYS Department of Corrections and Community Supervision
Division of Support Operations / Contract Procurement Unit
550 Broadway
Menands, NY 12204
Attn: Robin Kuinlan

DOCCS will not consider e-mailed or faxed proposal submissions.

The State of New York will not be held responsible for any costs incurred by the Proposer for work performed in the preparation and production of a proposal or for any work performed prior to the formal execution and approval of a contract.

Proposals must be received in the Contract Procurement Unit on or before the date and time indicated in section 1.5 - Schedule of Events and Dates.

Proposers assume all risks for timely, properly submitted deliveries. The received time of proposals will be determined by the clock at the location noted above.

Proposers mailing their proposal must allow sufficient mail delivery time to ensure receipt of their proposal packages at the specified location and office no later than the specified date and time. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the proposing entity, shall not excuse late proposal submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late proposal submissions. DOCCS cannot be responsible for the actions of your chosen carrier.

Proposals must remain open and valid for 120 days from the due date, unless the time for awarding the contract is extended by mutual consent of DOCCS and the Proposer. A proposal shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120-day period until either tentative award of the contract by Issuing Office is made or withdrawal of the proposal in writing by the Proposer. Tentative award of the contract shall consist of written notice to that effect by the Issuing Office to the successful Proposer. This RFP remains the property of the State at all times, and all responses to this RFP, once delivered, become the property of the State and will not be returned.

The successful proposal, this RFP and any subsequent addenda, will be made part of the contract.

5.5.1 Proposal Content and Format

a) Overview

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

b) Standard 8.5 x 11 inch paper, one-inch margins all the way around, single-spaced, business print style font of no more than 12 points but no less than 10 points.

c) Submission of Sealed Proposals

Proposals must be in a sealed package and **submitted by 3:00 p.m. on Friday, February 07, 2020**. All copies of proposals should be submitted in one single sealed package. That package should contain the cost component of the proposal, which must be provided in a sealed envelope labeled “***Fiscal Component***” and a separate sealed package that includes all other sections of the proposal.

d) Binding of the Proposal

Each proposer should prepare their proposal with sequentially numbered pages and submit the technical portion in 3-ring binders so that any updated pages can be easily incorporated into the original. The official name of the firm submitting the proposal should appear on the outside front cover of each proposal binder.

e) Table of Contents

Each proposal should incorporate a Table of Contents with sections identified identical to the Table of Contents used for this RFP on pages 2 through 4. Using this Table of Contents, the issuing office will evaluate conformance to uniform proposal content and format. Evaluators will not search through the proposer's standard literature to find requested information.

f) Index Tabs

Each proposal should have each major section of the proposal identified with index tabs to identify the major sections of the proposal as they are named in the Table of Contents.

g) Page Numbering

Each page of the proposal should be numbered consecutively from the beginning of the proposal, through all the appended material.

h) Response to RFP Requirements

On every provision that states a Department requirement, such as Section 6 noting the subsections, if any, the proposer must list each Section and subsection.

i) Required Attachments to be returned with Proposal:

Response must include all items detailed in Section 6, *Scope of Services*. Accordingly, all specifications should be addressed in the proposal response narrative.

j) Check List

The following checklist is intended to acquaint the proposer with all items of information that are to be submitted with the proposal.

- ☐ Notice of Intent to Bid (Attachment C)
- ☐ Application Cover Sheet (Attachment D) (Section 5.2.1), signed by authorized individual, two (2) original and seven (7) exact copies of proposal, as well as one electronic copy of the technical and cost proposal in PDF format on an electronic medium (i.e. USB flash drive, CD, etc.)
- ☐ Certificate of Incorporation (attach to the cover sheet)
- ☐ Proposal
- ☐ References (as indicated in Section 6.3, *Experience and References*)
- ☐ Completed Attachment E, *Cost Sheet*: two (2) originals and two (2) exact copies
- ☐ Completed Forms Required for M/WBE Compliance and Diversity Practices (Attachment B)
- ☐ Completed and/or signed Required Legal Forms in accordance with the Pass/Fail Checklist

k) Pass/Fail Checklist

For all documents on the checklist below provide two (2) originals plus seven (7) copies:

1. Technical Component of Proposal
2. Completed and signed Application Cover Sheet (Attachment D).
3. Copies of All Mandatory Requirement Documentation (Section 6.1 of RFP# 2019-25)
4. Proposal Response Narrative (Section 6.2 of RFP# 2019-25)
5. Cost Sheet* (Attachment E); **IN A SEALED LABELED ENVELOPE**
6. Two professional letters of reference on official letterhead
7. Malpractice insurance
8. Required Legal Forms (Attachment F)

* Please note: Cost information must not appear in the technical proposal. All cost information must be completely independent as this is reviewed separately. Therefore, the cost materials must be enclosed in a separate **SEALED LABELED** envelope. Bidders need only provide two (2) exact copies. **Deviation from this rule may subject the proposal to outright disqualification.**

5.5.2 Mandatory Forms and Documents

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 Attachment F.

Please review the forms carefully, submit two (2) complete original sets and seven (7) exact copies, note that some forms require notarized signatures. The mandatory forms and documents include:

- a) Vendor Responsibility Questionnaire
- b) Procurement Lobbying Law Form
- c) Worker's Compensation and Disability Benefit Certifications
- d) Non-Disclosure Form
- e) Vendor Assurance of No Conflict of Interest or Detrimental Effect
- f) EO177 & Sexual Harassment Prevention Certifications
- g) Encouraging Use of NYS Businesses in Contract Performance
- h) Form A – Contractor's Planned Employment
- i) Tax Certification (Form ST-220-CA and ST 220 TD, if applicable)

END OF SECTION 5 – PROPOSAL SUBMISSION

6. Scope of Services

6.1 Mandatory Requirement Documentation

The Bidder **must supply** the following mandatory documents/items stated in Section 6.1 with the proposal. Failure to do so may cause a rejection of the bid.

Licensure/Personnel/Insurance/Policies/Law:

1. A table of organization outlining reporting roles and responsibilities appropriate to the operation of a comprehensive medical laboratory service. The table of organization will include a designated administrative and clinical liaison.
2. A copy of the operating permit from NYS DOH.
3. A copy of the operating permit from New York City Department of Health, if applicable.
4. Copies of certification by NYSDOH and a valid Clinical Laboratory Evaluation Program (CLEP) in the specialty categories for which services are provided.
5. A valid copy of a Certification of Qualification that the Lab Director possesses from NYSDOH (Division of Laboratory Quality Certification and CLEP) in the specialty categories for which services are provided.
6. Credentials of all staff that will be processing lab tests as well as supervising lab personnel who are employed by the Contractor.
7. An electronic copy of the current Laboratory Compendium Manual.
8. Evidence that all phlebotomists who work for the Contractor have a minimum of 1 year of phlebotomy experience.
9. Documentation that any Subcontractors possess the same licenses and credentials as the Contractor's employees.

6.2 Proposal Response Narrative

Proposals will be evaluated based on thoroughness in responding to Sections 6.2 through 6.7. All proposed services should be adequately and completely described. A paragraph-by-paragraph response in chronological order is advised to provide the Evaluation Committee with the best method to review your proposal.

6.2.1 Contractor Requirements:

1. The designated administrative and clinical liaisons will be available to address matters which arise in the performance of services under this Agreement. The liaisons will meet no less than quarterly to address operational issues or concerns as well as to advance the objectives of this joint venture.
2. All of the Contractor's and Reference Laboratories/Subcontractor's employees that provide services are subject to background checks/fingerprinting. DOCCS is responsible for the cost associated with fingerprinting. All employees are subject to security procedures as required by DOCCS.
3. The Contractor will agree to abide by all relevant departmental directives, policies and procedures. Refer to Attachment J.
4. Upon award of the contract, the contractor will be provided with appropriate instruction with respect to facility rules, regulations and directives as well as required behavior of employees in a correctional setting.
5. All Contractor and/or Subcontractor employees who provide services to DOCCS will be required to comply with flu vaccination and TB protocols especially the use of N95

masks when servicing patients in respiratory isolation in addition to contact precautions when servicing patients in contact isolation.

6. The Contractor must maintain malpractice insurance in the minimum amount of \$2 million throughout the life of the contract term. **A copy of this insurance policy must be submitted by the bidder upon notice of tentative award.** In addition, the Contractor shall agree to defend and indemnify DOCCS from any negligence, including acts of medical malpractice.
7. The Contractor and all Subcontractors must comply with all sections of NYS Education Law Article 165 regarding qualifications for phlebotomists (<http://www.op.nysed.gov/prof/clt/article165.htm>).
8. It is DOCCS' expectation that the Contractor will not substitute or change procedures or tests without the prior approval of the provider ordering the original tests, and/or DOCCS Central Office appointed designee.

6.2.2 Logistics:

The bidder's proposal must describe in detail how the following service needs will be met.

1. The Contractor will provide a phlebotomist(s) on a regular schedule, to be mutually agreed to by the Contractor and the Superintendent or designee of the individual correctional facility. For each lab ordered by a facility health care provider, the phlebotomist will be responsible for entering the order into the contracted laboratory provider's computerized system or completing the manual requisition in addition to drawing the blood/collecting the specimen. In addition, the phlebotomist will be responsible for all immediate processing of the specimen(s) such as labeling and packaging.
2. The Contractor will provide a method of scheduled specimen pickups, Monday through Friday, at each correctional facility on a non-holiday basis at a time to be agreed upon by both the Contractor and the Superintendent or designee of each correctional facility.
3. The Contractor will provide a method for handling blood drawn by facility medical staff in each correctional facility.
4. The Contractor will provide all necessary supplies for the collection, identification and transport of specimens including, but not limited to: needles, containers, shipping materials, cold packs, request slips, labor, postage and/or mileage for specimens processed under this contract, regardless of who draws the sample(s). On an as needed basis, the Contractor will be responsible for supplying the necessary means of refrigerating/freezing specimens. The Contractor will also provide a centrifuge(s) on-site at a correctional facility as needed.
5. DOCCS Health Service staff will enter the laboratory test ordered by the health care provider into the Health Services System, FHS1. The Contractor's phlebotomist* will be responsible for utilizing the computer printed Health Service System FORM HSC458, in order to enter this information in the Contractor's computerized system. The phlebotomist will be required to prepare a manual test requisition(s) if the Contractor's computerized system is not available. The facilities will maintain the manual test requisition forms for their utilization. Under no circumstance shall the phlebotomist prepare a requisition from a handwritten order. Phlebotomists employed by the Contractor are not permitted to access a patient's Ambulatory Health Record.
6. The following exception will apply: whenever there is a RN, LPN or State phlebotomist who is responsible for the lab function at a facility (i.e., Downstate, Fishkill, Green Haven, Sing Sing, and Ulster) the DOCCS Health Services staff will enter the labs into

FHS1 system and the RN, LPN, or State phlebotomist will enter the requisition into the Contractor's computerized system or prepare a manual test requisition, when the computerized system is not available. In a facility where there are both a Contractor phlebotomist and a State phlebotomist, each individual phlebotomist will be required to enter their own lab test requisitions into the Contractor's computer system or prepare the manual test requisition when necessary. Due to the fact the Contractor's phlebotomist needs to enter data into a computerized system, they must be computer proficient.

6.2.3 Reporting/Record Keeping:

1. The CONTRACTOR will be required to provide the final results of routine laboratory test requests in hard copy format (8.5" x 11") and / or electronically in a format capable of Electronic Medical Record (EMR) retrieval and storage (if and when NYS DOCCS introduces an EMR system)(see Section 6.6, *Electronic Interface*), listing inmate's name, DIN and date of birth, to the facility medical staff of the requesting correctional facility within:
 - twenty-four (24) HOURS of specimen collection for profiles;
 - twenty-four to forty-eight (24-48) HOURS for microbiology*;
 - five (5) DAYS for all other routine tests;
 - within five (5) DAYS for routine pathology reports.(*unless specific tests require additional time)
2. The results of the above tests must be available for retrieval by facility medical staff by 11:00 a.m. on the day they are due via the CONTRACTORS web accessible database frontend (see # 7 below), as well as other formats as mutually agreed upon. When results are determined to be significantly abnormal or whenever the facility medical staff have requested the results of a particular test, results will be provided by telephone, with a faxed hard copy. The contractor will work with DOCCS to establish abnormal values of specific laboratory tests that will result in immediate notification to DOCCS.
3. In the event that an error is discovered by lab personnel that has been communicated to DOCCS, they will immediately report to facility medical staff via telephone and promptly follow up with a written report clearly identifying the error reported and the correct information. No additional fees will be charged for repeat testing when the lab is in error.
4. STAT test requests must be expedited and results provided to facility medical staff immediately upon completion. These reports will contain all the information necessary for full and proper medical diagnosis and treatment.
5. All culture report results that are positive must be reported to the Infection Control Supervisor on at least a weekly basis for all facilities that he/she covers and can be done electronically or via fax. All inmate reports must include a Name, DIN, DOB, Facility, Date lab drawn, Date lab reported. The report must clearly delineate normal from abnormal results and a reference range for each reported test. A copy of the Contractor's proposed printout of results should be supplied for review (SCORE).
6. The Contractor will provide utilization and quality control reports as listed below by correctional facility to their facility medical staff with a copy to the Deputy Commissioner of Health Services or an appointed designee. Reports may be deleted or added as needed.
 - a. **Monthly Reports** - All monthly reports are due by the 10th of the following month.

- A monthly report requires the Inmate identifier (DIN), Test Ordered (Code), Test Ordered (Literal), Date Test Ordered, Provider who ordered test, Facility Name, Test Performed (code), Test Performed (Literal) (Test Result), Date Test Performed, Warnings and Comments. test name, Number of each test provided, Medicaid Fee Schedule Code, Unit cost and total cost for each test performed.
 - A monthly report requires the test name, number of each test provided and the name of the physician that requested the tests.
 - A monthly report consolidating diagnosis.
- b. **Annual Reports** – Each annual report is due by April 30th, of the new fiscal year and covers the time period of April 1st through March 31st, of the previous fiscal year.
- A consolidated annual report requires the test name, number of each test provided, Medicaid Fee Schedule Code, unit cost and total cost for each test performed.
 - A consolidated annual report requires the test name, number of each test provided, Medicaid Fee Schedule Code, unit cost and total cost for each test performed in descending order from the most utilized to the least utilized with grand totals of test numbers and dollar figures.
 - An annual report consolidating diagnosis.
7. The contractor will be required to provide appropriate DOCCS staff with web access to their database frontend for purposes of checking laboratory results in real time.
 8. The Contractor will provide a record retrieval system for any and all tests performed until disposal authorization is given by DOCCS. Duplicate copies must be provided within twenty-four (24) hours of the request.
 9. The Contractor will maintain efficient, complete and separate books and records concerning all areas of performance hereunder. All records maintained by the Contractor will be made available to DOCCS upon request.
 10. The Contractor will establish a quality assurance/control program on its procedures and programs which will be subject to review by DOCCS upon request, to include, but not limited to:
 - Accession logs;
 - Equipment maintenance;
 - Test accuracy;
 - Collection process

These statistics will be put in written form and submitted on a quarterly basis to DOCCS Deputy Commission of Health Services, Operations and Management, or designee.

6.3 Experience and References

1. Describe your company's experience in working with or within a correctional setting. Specify the total number of years of experience, and the sizes of the populations. Identify any current services of a similar nature that are being provided to other companies and/or agencies.
2. Provide documentation from two (2) professional references outlining past work performance. The documentations must be on official letterhead and include name, address, and phone number, for inquires. In the event that the two (2) professional references cannot be reached, DOCCS will request the information for two (2) alternate

references. Please note: references from the Department of Corrections and Community Supervision staff are not acceptable.

6.4 Service Delivery Requirements

Describe in detail how services will be provided in conformance with the requirements outlined in this RFP.

The following description and qualifications contains the **minimum requirements** for comprehensive medical laboratory services:

1. The Contractor will demonstrate how they intend to provide comprehensive medical laboratory services for all New York State Correctional Facilities, in accordance with standards set by New York State Department of Health (NYSDOH).
2. The Contractor will provide DOCCS with written policies and procedures which meet or exceed industry standards for the collection and storage of lab specimens and will be responsible for the distribution of approved policies and procedures to all correctional facilities.
3. The Contractor must describe how they intend to utilize Reference Laboratories/Subcontractors (if necessary, to provide appropriate and quality laboratory results) so as to not exceed 15% of the total contract cost.
4. The Contractor will explain a process whereby a designated individual will act in a liaison capacity to DOCCS Director of Health Services, Operations and Management, or designee and the New York State Department of Health (NYSDOH) as applicable. The contractor will describe how the liaison will resolve any issues that arise (e.g. staffing, equipment, specimen pickup, supplies, test result issues).
5. The Contractor will supply annually as well as any updates to the Laboratory Compendium Manual to each Regional Medical Director, Facility Health Service Director and to the Central Office designee. The contractor will submit a sample with this proposal.
6. The Contractor will be required to retain specimens for a period of no less than seven (7) days to permit additional or repeat testing without requiring additional specimens to be drawn.

6.5 DNA Testing

1. The bidder's proposal must describe your organization's experience in collecting DNA samples, including equipment used. Please note that the contractor is only required to collect the samples, not to process or analyze.
2. Describe your organization's Chain of Custody procedures for processing DNA samples.

6.6 Electronic Interface

A potential lab vendor is expected to have (or make available) an electronic order entry and results reporting capability that is accessible to DOCCS. In addition, DOCCS has a long-term goal to develop an electronic medical record. Describe your company's capability and experience with interfacing with an Electronic Medical Record system.

6.7 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 in **Attachment G**. The bidders' responses will be evaluated using a predetermined rating scale.

6.8 Cost of Services

A contract will be awarded to the lowest bidder. All other bidders will receive a percentage of 25 points based on the difference between their bid and the lowest bid using a weighted point score.

Conversion of price (in dollars) to a weighted point score

Points = Category Points X (1.0 - Bid Difference/Highest Bid)

Category Points = Maximum points allocated to price

Bid Difference = Difference between lowest offer and the offer being considered

END OF SECTION 6 – SCOPE OF SERVICES

7. Evaluation and Selection Process

7.1 Proposal Evaluation Criteria

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

Phase I

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

Pass/Fail Checklist

For all documents on the checklist below provide two (2) originals plus seven (7) copies:

1. Technical Component of Proposal
2. Completed and signed Application Cover Sheet (Attachment D).
3. Copies of All Mandatory Requirement Documentation (Section 6.1 of RFP# 2019-25)
4. Proposal Response Narrative (Section 6.2 of RFP# 2019-25)
5. Cost Sheet* (Attachment E); **IN A SEALED LABELED ENVELOPE**
6. Two professional letters of reference on official letterhead
7. Malpractice insurance
8. Required Legal Forms (Attachment F)

* Please note: Cost information must not appear in the technical proposal. All cost information must be completely independent as this is reviewed separately. Therefore, the cost materials must be enclosed in a separate **SEALED LABELED** envelope. Bidders need only provide two (2) exact copies. **Deviation from this rule may subject the proposal to outright disqualification.**

Phase II

Phase II will consist of an evaluation of your detailed technical proposal response narrative (Section 6. Scope of Services). Proposals will be evaluated based on thoroughness in responding to each item. All proposed services should be adequately and completely described. A paragraph-by-paragraph response in chronological order is required to provide the Evaluation Committee with the best method to review your proposal. The following is the technical breakdown of points for Section 6. Scope of Services.

- | | |
|-----|---|
| 6.3 | Experience/References (15 points) |
| 6.4 | Service Delivery Requirements (40 points) |
| 6.5 | DNA Testing (5 points) |
| 6.6 | Electronic Interface (10 points) |

Points will be awarded for each category as listed above. A passing score of at least **49 points** will be required to advance to Phase III. Phase II scores are calculated by adding the Total points of each reviewer and dividing that number by the total number of reviewers. This will create an average score of all evaluators.

Phase III

Phase III will consist of an evaluation of the bidder's responses to the Diversity Practice Questionnaire as stated in **Section 6.7 Diversity Practices**. **This portion has a weighted score of 5 points**. The Department will evaluate the point distribution based on a predetermined rating scale. For more information regarding the Diversity Practice Questionnaire, refer to Section 3.10, Diversity Practice Requirements.

Phase IV

Phase IV will consist of an evaluation of the overall cost of each proposal as detailed below:

6.8 Cost of Services (25 points)

The cost of each proposal will be scored as follows:

- 25 points will be awarded to the lowest bidder.
- All other bidders will receive a percentage of 20 points based on the difference between their bid and the lowest bid using a weighted point score.

7.2 Proposal Due Dates

There will be a non-mandatory Bidders' Conference followed by a Site Visit at 1:00 p.m. on **Tuesday, December 10, 2019** at Cossackie Correctional Facility, 11260 Route 9W, P.O. Box 200, Cossackie, New York 12051-0200. Bidder must contact the Contract Procurement Unit at (518) 436-7886 ext. 3135 or e-mail doccscontracts@doccs.ny.gov, to confirm your attendance and be advised of the time of the conference. Please refer for pages 12 through 13 (Section 2.16, *Non-Mandatory Bidder's Conference & Site Visit*) for the pre-registration requirements. **Pre-registration is mandatory.**

Any questions related to this RFP should be e-mailed to the Contract Procurement Unit at doccscontracts@doccs.ny.gov. Please reference the RFP 2019-25 on the subject line of your email. All questions must be submitted by January 3, 2020. The responses will be posted on DOCCS and New York State Contract Reporter websites.

Two (2) originals plus seven (7) copies of the completed proposal, with all required attachments and documentation, must be received no later than **3:00 p.m., Friday, February 07, 2020**. Any proposal received after this date and time cannot 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 Bid 2019-25**" and forwarded to:

Attn: Robin Kuinlan
NYS Department of Corrections and Community Supervision
Contract Procurement Unit /Support Operations
Proposal for RFP# 2019-25
550 Broadway
Menands, NY 12204

END OF SECTION 7 – EVALUATION AND SELECTION PROCESS

END OF RFP 2019-25 Statewide Centralized Laboratory Services

ATTACHMENT A

APPENDIX A

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

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

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

the contract, the Department of Civil Service and the State Comptroller.

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

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

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

ATTACHMENT B

APPENDIX C

APPENDIX C

PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: REQUIREMENTS AND PROCEDURES

I. General Provisions

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

II. Contract Goals

- A. **For purposes of this procurement, DOCCS has determined that the contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to the awarded contractor.** Contractor is encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (MWBE) on this contract for the provision of services or materials. To locate New York State Certified MWBEs, the directory of Certified Businesses can be viewed at: <https://ny.newnycontracts.com>
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

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- C. The Contractor 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.

- D. The Contractor must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:

1. Evidence of outreach to MWBEs;
2. Any responses by MWBEs to the Contractor’s outreach;
3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by DOCCS with MWBEs; and,
5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity (“EEO”)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.

- B. In performing the Contract, the Contractor shall:

1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The Contractor shall submit an EEO policy statement to DOCCS within seventy-two (72) hours after the date of the notice by DOCCS to award the Contract to the Contractor.
3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, DOCCS may require the Contractor or subcontractor to adopt a model statement (see Form – Equal Employment Opportunity Policy Statement).
4. The Contractor’s EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that

APPENDIX C

minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

- b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form EEO 100 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by DOCCS.

D. Form EEO-1 - Workforce Utilization Report

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by DOCCS on a QUARTERLY basis during the term of the Contract.
2. Separate forms shall be completed by the Contractor and any subcontractors.
3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.

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

APPENDIX C

IV. Liquidated Damages - MWBE Participation

- A. Where DOCCS determines that the Contractor is not in compliance with the requirements of this Appendix and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to DOCCS liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by DOCCS, the Contractor shall pay such liquidated damages to DOCCS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

**MINORITY AND 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 _____

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (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) Request a list of State-certified M/WBEs from AGENCY 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 enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that, if legally permissible, bonding and other credit requirements are waived or appropriate alternatives 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 or marital status, 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

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

(e) This organization will include the provisions of sections (a) through (d) 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 _____, 2_____

By _____

Print: _____ Title: _____

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: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">FEIN:</div> <div style="width: 45%;">Telephone NO.:</div> </div>		

Enter the total number of employees for each classification.

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

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

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

Instructions for completing:

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

RACE/ETHNIC IDENTIFICATION

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

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

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

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

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

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

OTHER CATEGORIES

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

ATTACHMENT C

NOTICE OF INTENT TO BID

Attachment C

NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION RFP 2019-25 STATEWIDE CENTRALIZED LABORATORY SERVICES

NOTICE OF INTENT TO BID

Please complete the information below and return this form by fax, mail, or email to the designated contact listed below by close of business January 03, 2019.

Organization Name: _____

Address: _____

-
- ☐ This organization intends to submit a proposal in response to the above-reference RFP.
- ☐ This organization does not intend to submit a proposal in response to the above-reference 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 inside a correctional facility.
 - ☐ Other reason(s) – please explain: _____

Do you wish for DOCCS to remove your organization from future RFP solicitation(s) for the above-reference service: ☐ Yes ☐ No

Name of Contact Person: _____ Date Returned _____

Phone Number: _____ Fax Number: _____

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

Robin Kuinlan, Contract Management Specialist I
Contract Procurement Unit
NYS Department of Corrections & Community Supervision
550 Broadway
Menands, NY 12204
518-436-7886 x 3036
Fax: (518) 436-1519 Email: robin.kuinlan@doccs.ny.gov

ATTACHMENT D

APPLICATION COVER SHEET

Attachment D

NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION RFP 2019-25 STATEWIDE CENTRALIZED LABORATORY SERVICES

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.

Pass/Fail Checklist

For all documents on the checklist below provide two (2) originals plus seven (7) copies:

1. Technical Component of Proposal
2. Completed and signed Application Cover Sheet (Attachment D).
3. Copies of All Mandatory Requirement Documentation (Section 6.1 of RFP# 2019-25)
4. Proposal Response Narrative (Section 6.2 of RFP# 2019-25)
5. Cost Sheet* (Attachment E); **IN A SEALED LABELED ENVELOPE**
6. Two professional letters of reference on official letterhead
7. Malpractice insurance
8. Required Legal Forms (Attachment F)

* Please note: Cost information must not appear in the technical proposal. All cost information must be completely independent as this is reviewed separately. Therefore, the cost materials must be enclosed in a separate **SEALED LABELED** envelope. Bidders need only provide two (2) exact copies. **Deviation from this rule may subject the proposal to outright disqualification.**

ATTACHMENT E

COST SHEET

Attachment E

NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION RFP 2019-25 STATEWIDE CENTRALIZED LABORATORY SERVICES

COST SHEET

Percentage of Medicaid billing for each individual lab _____ %

1	Price for each DNA specimen Collection	Estimated Annual Number of Draws	TOTAL (Price x Est. Annual Draws)
		3,100	

2	Price for each Blood Draw	Estimated Annual Number of Draws	TOTAL (Price x Est. Annual Draws)
		97,000	

3	Price for Travel Allowance per Site	Estimated Annual Number of Trips	TOTAL (Price x Est. Annual Travel Allowance per Site)
		3,500	

Grand Total for Proposal (1+2+3) \$ _____

The number of blood draws and trips are just an estimate and are not guaranteed. Blood draws and trips may increase or decrease during the term of the contract at the price per draw and trip.

Signature

Company Name

Print Name

Date

Title

Telephone Number



ATTACHMENT F

REQUIRED LEGAL FORMS

- Vendor Responsibility Questionnaire
- Procurement Lobbying Act - SFL §139-j and §139-k
- Worker's Compensation Insurance & Disability Insurance
- Non-Disclosure Form
- Vendor Assurance of No Conflict of Interest or Detrimental Effect
- EO177 Certification
- Encouraging Use of NYS Businesses
- Consultant disclosure Form A & Form B
- ST-220CA & ST-220TD Tax Certifications

VendRep System Checklist - Steps to Start & Effectively Use the VendRep System

Use this checklist to ensure that you complete all required steps to enroll a Business Entity with the Office of the State Comptroller (OSC) Online Services AND complete and certify a vendor responsibility questionnaire. It is suggested that you print this checklist. For detailed instructions, view the online training modules at http://www.osc.state.ny.us/vendrep/vrsystem_vendor_support.htm#vtraining.

Description	Complete
Step 1. Enroll in the OSC Online Services Go to https://portal.osc.state.ny.us/wps/portal and click "Enroll Now." To enroll in OSC Online Services you will need: <ul style="list-style-type: none"> • Business Entity Legal Business Name, address, and telephone number • Taxpayer ID Number 	<input type="checkbox"/>
Step 2. Submit Business Account Authorization Form The Business Account Authorization Form must be COMPLETED, NOTARIZED and SUBMITTED to OSC by fax, e-mail, or mail. If you do not print or save the form during enrollment, the form can be found at: http://www.osc.state.ny.us/portal/forms/aaform.pdf	<input type="checkbox"/>
<div style="display: flex; align-items: center; justify-content: space-between;">  <div style="border: 1px solid black; padding: 5px; text-align: center;"> Within a reasonably brief period after OSC's receipt of the Business Account Authorization Form, you will receive two e-mails from OSC providing instructions for secure access to the New York State VendRep System. The following steps CAN NOT be completed until the emails are received. </div>  </div>	
Step 3. Create User Password Follow the instructions and link provided in the email to create a password.	<input type="checkbox"/>
Step 4. Create Additional Users and Assign VendRep Roles To complete and certify a Vendor Responsibility Questionnaire, your users, collectively, must have the Administrator, Contributor, and Certifier role assigned. At your discretion, you may determine to assign these roles to one user or different users. How do I add users and roles? Access the link below for more information: http://www.osc.state.ny.us/vendrep/vrsystem_vendor_support.htm#vtraining	<input type="checkbox"/>
Step 5. Log into the VendRep System and complete Basic Vendor Data https://portal.osc.state.ny.us/wps/portal Note: The user completing Basic Vendor Data must have the "Administrator" role. This information determines the type of Vendor Responsibility Questionnaire that is provided to the entity to complete.	<input type="checkbox"/>
Step 6. Complete a Vendor Responsibility Questionnaire Note: The user completing the Vendor Responsibility Questionnaire must have a "Contributor" role. All questions in the questionnaire must be responded to. The questionnaire can be accessed from the Summary or Home page.	<input type="checkbox"/>
Step 7. Certify a Vendor Responsibility Questionnaire Note: The user certifying a Vendor Responsibility Questionnaire must have a "Certifier" role. All sections of the Vendor Responsibility Questionnaire must have a status of "complete" before the questionnaire can be certified. To certify the Questionnaire a user clicks the "Certify" button at the bottom of the Overview page. <i>Only upon certification of the Questionnaire, will state contracting entities be able to view a business entity's information.</i>	<input type="checkbox"/>

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

PROCUREMENT LOBBYING CERTIFICATION

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

Procurement Lobbying information can be accessed at: <https://ogs.ny.gov/acpl>

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

By: _____ Date: _____

Name: _____ Title: _____

Contractor Name: _____

Contractor Address: _____

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

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

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

Offerer Certification:

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

By: _____ Date: _____

Name: _____ Title: _____

Procurement Lobbying Termination

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

Proof of Compliance for NYS Workers' Compensation and Disability Insurance

Contractors shall provide the appropriate forms to the Department of Corrections and Community Supervision, Division of Support Operations / Contract Procurement Unit, at the time of bid submission and with each contract extension.

Please Note: Forms C-105.2 and DB-120.1 are not available on the Workers' Compensation website. Contact your insurance carrier or licensed NYS insurance agent for these forms. Carriers and their licensed agents may email the Workers' Compensation Board at Certificates@wcb.ny.gov to obtain controlled forms not available on the website.

AN ACORD FORM IS NOT ACCEPTABLE PROOF OF WORKERS' COMPENSATION AND/OR DISABILITY COVERAGE

Form # Version Date	Form Title	Who Files	Where to File	When to File
WORKERS' COMPENSATION COMPLIANCE				
C-105.2 (9/07)	Certificate of NYS Workers' Compensation Insurance Coverage (All private NYS licensed workers' compensation carriers are required to issue the C-105.2. Please note that the State Insurance Fund issues a different form, the U-26.3 form, as its version of the C-105.2)	Employers insured for workers' compensation through a private insurance carrier	Filed with any entity requesting to be a certificate holder including a government agency issuing a permit, license or contract. The C-105.2 must be completed by the insurance carrier or its licensed insurance agent.	Employers must obtain this form from either their NYS workers' compensation insurance carrier or a licensed NYS insurance agent of that carrier.
SI-12 (5/09)	Affidavit Certifying That Compensation Has Been Secured	Employers with Board-approved self-insurance for workers' compensation	Filed with the government agency issuing a permit, license or contract. The SI-12 must be completed by the Board's Self-Insurance Office and approved by the Board's Secretary.	Upon obtaining a permit, license or contract from a government agency. <u>Board-approved self-insurers must obtain this form from Board's Self-Insurance Office</u> at (518) 402-0247.
U-26.3	NY State Insurance Fund Certificate of Workers' Compensation Coverage (This is the State Insurance Fund's equivalent of Workers' Compensation Board Form C-105.2)	Employers insured for workers' compensation through the State Insurance Fund	Filed with the government agency issuing a permit, license or contract.	Upon obtaining a permit, license or contract from a government agency. <u>Employers must obtain this form from the State Insurance Fund</u> (www.nysif.com).
GSI-105.2 (2/02)	Certificate of Participation in Workers' Compensation Group Board-approved self-insurance	Employers participating in group self-insurance for workers' compensation	Filed with the government agency issuing a permit, license or contract. The GSI-105.2 must be completed by the group self-insurance administrator.	Upon obtaining a permit, license, or contract from a government agency. <u>Employers must obtain this form from their group self-insurance administrator.</u> For further information, contact the Board's Self-Insurance Office at (518) 402-0247.
DISABILITY INSURANCE COMPLIANCE				
DB-120.1 (12/13)	Certificate of Insurance Coverage Under the NYS Disability Benefits Law	Employers insured for NYS statutory disability benefits insurance through an insurance carrier.	Filed with any entity requesting to be a certificate holder including a government agency issuing a permit, license or contract. The DB-120.1 must be completed either by the NYS statutory disability benefits insurance carrier or a licensed NYS insurance agent of that carrier.	Employers must obtain this form from either their NYS statutory disability benefits insurance carrier or a licensed NYS insurance agent of that carrier. <u>Carriers and their licensed agents may contact the Board's Bureau of Compliance to obtain this form.</u>
DB-155 (7/09)	Compliance With Disability Benefits Law	Employers with Board-approved self-insurance for disability benefits	Filed with the government agency issuing a permit, license or contract. The DB-155 must be completed by the Board's Self-Insurance Office.	Upon obtaining a permit, license, or contract from a government agency. <u>Board-approved self-insured employers must obtain his form from Board's Self-Insurance Office</u> at (518) 402-0247.
EXEMPTION FORM				
CE-200 (12/08) (Replaces WC/DB-100 and Form C-105.21)	Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage	Applicants for permits, licenses, or contracts from State, county or municipal agencies in NYS that are not required to carry NYS workers' compensation and/or disability benefits insurance coverage.	Please file with the government agency issuing a permit, license or contract. (Examples: The New York City Department of Buildings or the New York State Department of Health)	These exemptions forms can ONLY be used to attest to a government entity that an applicant requesting a permit, license or contract from that government entity is not required to carry NYS workers' compensation and/or disability benefits insurance. Visit www.wcb.ny.gov to complete online.

Attachment F

NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION RFP 2019-25 STATEWIDE CENTRALIZED LABORATORY SERVICES

NON-DISCLOSURE AGREEMENT

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

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

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

1. **Confidential Information**

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

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

2. **Confidentiality**

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

No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees and/or consultants designated by DOCCS having a need of disclosure in connection with Recipient's authorized use of the Confidential Information. This includes employees and consultants that may not be directly working on the project or job. Recipient agrees not to disclose the nature of the work to any third party without prior written DOCCS consent. In the circumstance where the signer of this document is representing a Recipient with more than one employee, the Recipient also agrees that all

of its current and future staff who may be involved in the relationship with DOCCS have been and will be instructed in the requirements of this agreement.

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

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

courts in Northern District of New York. If not, we each consent to the exclusive jurisdiction and venue in the Supreme Court of Albany County, New York.

9. Miscellaneous.

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

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

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

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

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

9.6 Confidential information must be encrypted in transit or at rest. *Encryption* methods must comply with state policy: Cryptographic Controls Standard (P03-002, Part 11. Systems Development and Maintenance Policy) S10-006 - V1.0 - February 12, 2010 located at the following URL:

<http://www.cscic.state.ny.us/lib/policies/documents/Cyber-Security-Standard-S10-006-Cryptographic-Controls.pdf>.

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

RECIPIENT: (_____)

Name (Print): _____

Signature: _____

Title: _____

Date: _____

NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

Name (Print): _____

Signature: _____

Title: _____

Date: _____

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to RFP 2019-25 as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this RFP2019-25 does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of the obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this Contract;
5. During the negotiation and execution of any contract resulting from this Contract, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this Contract, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this Contract should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationships and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title: _____

Signature: _____

Date: _____

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

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

ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

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

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

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

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

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

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

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

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:	Agency Business Unit:
State Agency Department ID:	Contract Number:
Contractor Name:	Contract End Date: / /
Contract Start 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:

Title:

Phone #:

Preparer's Signature: _____

Date Prepared: / /

(Use additional pages, if necessary)

Page of

FORM B

New York State Consultant Services Contractor's Annual Employment Report

Report Period: April 1, to March 31,

Contracting State Agency Name: Department of Corrections and Community Supervision

Contract Number:

Agency Business Unit:

Contract Term: / / to / /

Agency Department ID:

Contractor Name:

Contractor Address:

Description of Services Being Provided:

Scope of Contract (Choose one that best fits):

☐ Analysis ☐ Evaluation ☐ Research ☐ Training

☐ Data Processing ☐ Computer Programming ☐ Other IT consulting

☐ Engineering ☐ Architect Services ☐ Surveying ☐ Environmental Services

☐ Health Services ☐ Mental Health Services

☐ Accounting ☐ Auditing ☐ Paralegal ☐ Legal ☐ 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
	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: / /

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.

INSTRUCTIONS

FORM B:

Use **Form B, State Consultant Services Contractor's Annual Employment Report**, attached to these Instructions, to report the annual employment information required by the statute. This form will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31). Submit **Form B** to DOCCS (as the contracting Agency), the Department of Civil Service (DCS), and to the Consultant Reporting Section of the Bureau of Contracts at OSC at the addresses listed below.

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

- **Scope of Contract:** a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees 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 employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.
- **Number of hours worked:** the total number of hours **worked** during the Report Period by the employees in the employment category.
- **Amount Payable under the Contract:** the total amount paid or 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 the completed Form B annually by May 15th for each State fiscal year (or portion thereof) the contract is in effect, as follows:

To DOCCS (as the contracting Agency):

By mail:	Support Operations / Contract Procurement Unit NYS Dept. of Corrections & Community Supervision Harriman State Campus - Building #2 1220 Washington Avenue Albany, NY 12226-2050
By email:	dccscontracts@doccs.ny.gov

To the Consultant Reporting Section of the Bureau of Contracts at OSC:

By mail:	NYS Office of the State Comptroller Bureau of Contracts 110 State Street, 11 th Floor Albany, NY 12236
By fax:	Attn: Consultant Reporting (518) 474-8030 or (518) 473-8808

To Dept. of Civil Service:

By mail:	NYS Department of Civil Service Alfred E. Smith Office Building Albany, NY 12239 Attn: Executive Office
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**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 _____ }
: _____ 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.

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



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 name		
Contractor's principal place of business	City	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 EIN)	Contractor's telephone number ()
Covered agency or state agency	Contract number or description	Covered agency telephone number ()
Covered agency address	City	State ZIP code
Is the estimated contract value over the full term of the contract (but not including renewals) more than \$100,000? Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown at this time <input type="checkbox"/>		

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
W A 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**

- 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 for 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 Tax Law sections 1134 and 1253, 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 Tax Law sections 1134 and 1253. 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 Tax Law sections 1134 and 1253. 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)

Schedule A – Listing of each entity (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the \$300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to contractor	B Name	C Address	D Federal ID number	E Sales tax ID number	F Registration in progress

- Column A – Enter **C** in column A if the contractor; **A** if an affiliate of the contractor; or **S** if a subcontractor.
- Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner’s given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.
- Column C – Address - Enter the street address of the entity’s principal place of business. Do not enter a PO box.
- Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.
- Column E – Sales tax ID number - Enter only if different from federal EIN in column D.
- Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

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. _____

ATTACHMENT G

DIVERSITY PRACTICES QUESTIONNAIRE

NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

Diversity Practices Questionnaire

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

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

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

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

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

4. Does your company provide technical training² to minority and women-owned business enterprises? Yes or No

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

5. Is your company participating in a government approved minority and women-owned business enterprise mentor-protégé program?

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

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

¹ Do not include onsite project overhead.

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

If Yes, 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.

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

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

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

If Yes, complete the attached Utilization Plan.

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

Signature of
Owner/Official: _____
Printed Name of
Signatory: _____

Title: _____

Name of Business: _____

Address: _____

City, State, Zip: _____

STATE OF _____

COUNTY OF _____) ss:

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

Notary Public

ATTACHMENT H

2019 TEST COUNTS

Test Code	Test Name	SumOfTest Count
0305-3	PHLEBOTOMY CHARGE	99230
0053-9	CBC WITH DIFF	33221
T814-3	QFT TB GOLD PLUS	31693
B125-6	HEP. C AB.	21311
3427-2	COMP. METABOLIC (CMP)	20020
0102-4	HEMOGLOBIN A1C	19359
P934-3	PANEL P934	18864
0009-1	LIPID PANEL	18013
0159-4	URINALYSIS (UA)	12754
0190-9	PSA TOTAL	10315
0165-1	CHEM PROFILE 29	8374
0005-9	CHEM 24	8010
0137-0	PT	7319
0153-7	TSH	7261
0459-8	URINALYSIS, ROUTINE (W/MICROS)	4599
2555-1	BASIC METABOLIC (BMP)	4516
3376-1	HEP. C RNA, QUANT.,PCR	4119
3422-3	HEPATIC FUNCTION	3914
0142-0	RPR	3629
0112-3	TRAVEL ALLOWANCE	3605
0228-7	MICROALB.,URINE, RANDOM	3559
0091-9	THYROXINE, FREE (FT4)	3043
0371-5	DNA SPECIMEN COLLECTION FEE	3000
A322-0	TB SCRIN QUANTIFERON	2978
0139-6	PTT	2951
A518-3	TSH W/RFX TO FREE T4	2915
1010-8	HIV-1,RNA,PCR,ULTRA	2831
8793-2	HEP. C RNA, (LOG-10)	2713
8784-1	HEP. C RNA, (IU)	2713
0095-0	GLUCOSE, FASTING	2676
0354-1	URINE ROUTINE AND C+S	2615
0286-5	25OH, VITAMIN D	2506
H510-1	FIBROTEST/ACTITEST	2310
0327-7	HCG., QUANT	2302
0105-7	HEP. A AB., TOTAL	2292
2237-6	PT + PTT	2020
1763-2	IMMUNE DEF. PANEL W/ CBC	1934
0080-2	URINE CULTURE	1881
0538-9	HEP. A AB., IGM	1786
2161-8	HEP. C GENOTYPE	1778
0034-9	CBC W/O DIFF	1774
6666-2	CLARIFICATION REQUIRED	1766
0542-1	VALPROIC ACID, SERUM	1716
0012-5	LIVER PROFILE	1681
0086-9	ESR (SED-RATE)	1636
0855-7	CH24/HDL,CBC/D/PLT	1559
3465-2	KEPPRA LEVEL	1358
0867-2	THYROID COMPREHENSIVE	1341
0257-6	CT/GC RRNA,APTIMA,URINE	1320
1074-4	LIVER PANEL	1296
0088-5	FERRITIN	1238

0036-4	AMYLASE, SERUM	1216
4030-3	BUN/CREAT RATIO	1181
0025-7	AFP, TUMOR MARKER	1108
J242-9	HCV RNA NS5A	940
0069-5	CRP	890
0339-2	THYROID / HYPER	873
A252-9	PAP/CT/GC/HPV MRNA	845
0120-6	MAGNESIUM	823
3389-4	HEP. B VIRUS, DNA QUANT	817
3617-8	NEUTROPHIL CT. ABS.	788
0250-1	IRON + TIBC	726
0287-3	VIT B12/FOLATE	708
L344-1	CT/GC PCR URINE	681
0768-2	CHEM 7 PANEL	611
0084-4	DILANTIN	570
0119-8	LITHIUM, SERUM	567
0151-1	THYROXINE(T4)	564
0521-5	LIPASE, SERUM	561
0197-4	HEPATITIS B PANEL	557
0007-5	THYROID PNL-T3U,T4,T	550
0334-3	T. PALLIDUM AB. (CIA)	531
0698-1	TUNA	522
0840-9	CODFISH	511
0290-7	RPR WITH DILUTIONS	511
0160-2	VITAMIN B12	511
0129-7	POTASSIUM	508
2088-3	PSA FREE/TOTAL	455
6266-1	SARDINE (PILCHARD)	449
0127-1	PHOSPHORUS	447
2280-6	HEPATITIS ABC PROFILE	433
0068-7	CK	409
4440-4	CALCIUM/PHOSPHORUS	403
2441-4	H. PYLORI ANTIGEN,STOOL	403
0109-9	HSV-I/II AB. IGG	402
0107-3	HEP. B SURF. AB.	382
0002-6	ELECTROLYTES	381
0082-8	WOUND CULTURE PANEL	378
8292-5	PANEL 8292	376
1976-0	GLUCOSE	370
A255-2	PAP/CT/GC RFLXMRNA,ASC>	369
0134-7	PROLACTIN, SERUM	368
0114-9	IRON	364
0953-0	HELICOBACTER ANTIBODIES	362
1829-1	U.R.R. PANEL	359
0157-8	URIC ACID	351
0680-9	SOY BEAN	350
0299-8	GENITAL CULTURE	341
0796-3	RHEUMATOID (RF) TITER	341
0122-2	OCCULT BLOOD,STOOL (1ST SPEC.)	335
0812-8	HEP. C AB.	332
1189-0	IRON SATURATION PANE	319
0150-3	T3 (THYRONINE), TOTAL	309

1689-9	PTH, INTACT	303
0106-5	HEP. B SURF. AG	298
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0463-0	BILIRUBIN, INDIRECT	11
0934-0	CARROTS	11
1007-4	CHOCOLATE COCOA	11
2922-3	CK (MB)	11
1318-5	COCONUT	11
0547-0	CORTISOL,FREE, U	11
J920-0	FECAL CALPROTECTIN	11
0231-1	FUNGAL STAIN DERM	11
3899-2	GIARDIA ANTIGEN (3RD	11
1644-4	IMMUNOTYPING, URINE	11
1648-5	INSULIN, FASTING	11

3805-9	MYCOPHENOLIC ACID	11
3121-1	OYSTER	11
T007-4	RUBEOLA/MEASLES(IGG)RFX	11
0308-7	SODIUM,URINE 24 HR	11
J836-8	TRICHOMONAS PCR SWAB	11
Q069-7	UPEP, 24 HR	11
0884-7	YELLOW JACKET	11
0641-1	A/G RATIO	10
0622-1	ACETAMINOPHEN	10
1206-2	ANTI-ENDOMYSIAL AB	10
3030-4	CMV IGG/IGM	10
5245-6	CYTOLOGY, ALCOHOL-BASED FLUIDS	10
0572-8	EBV PANEL (CAPSID/EBNA)	10
0089-3	FIBRINOGEN	10
3898-4	GIARDIA ANTIGEN (2ND	10
1753-3	GLOBULIN	10
7736-2	H.PYLORI AB.,IGM	10
1606-3	HEP. B SURF. AB., QUANT	10
5157-3	JAK-2 V617F MUT. ANALYSIS	10
8118-2	LYME ANTIBODY PANEL	10
B828-5	MOLD IDENTIFICATION 1	10
0121-4	MONO SCREEN	10
0877-1	TOXOPLASMA AB.(IGM)	10
0158-6	URIC ACID,URINE 24 HR	10
T008-2	VARICELLA ZOS(IGG)RFX	10
J148-8	4K SCORE	9
2590-8	ALLERGY PROFILE	9
4003-0	BIOPSY, GENERAL X3	9
1660-0	CALCIUM,URINE RANDOM	9
2901-7	CHEM 20	9
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6364-4	HIV-1,RNA VIRAL RFLX GENOTYPE	9
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1371-4	LATEX	9
6272-9	LYME WB, IGG W/BANDS	9
0789-8	MYOGLOBIN, SERUM	9
0301-2	POTASSIUM,URINE 24 HR	9
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5265-4	BCR/ABL	8
3885-1	CELIAC DISEASE EVALU	8
0850-8	CHEDDAR CHEESE	8
0479-6	COPPER,PLASMA/SERUM	8
2182-4	DUST MIX	8
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1157-7	LACTIC ACID, PLASMA	8
6273-7	LYME WB, IGM W/BANDS	8
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0821-9	CORN (MAIZE)	7
1802-8	CREAT.URN.24HR(MG/DL)	7
B589-3	CREATININE, URINE 24HR	7
0381-4	EOSINOPHIL CT. ABS.	7
5769-5	FACT. IX ACT.	7
0873-0	FOLATE, RBC	7
1841-6	GRASS MIX	7
0741-9	GRASSES SCREEN	7
1766-5	H.PYLORI AB.,IGA	7
B542-2	JCV AB. W/ INDEX W/ RFX	7
0028-1	KETONES	7
1340-9	MANUAL DIFF/PLT ONLY	7
J870-7	METHADONE	7
0444-0	OXALIC ACID, 24HR URINE	7
5786-9	PROTEIN C AG.	7
5808-1	THROMBIN/ANTITHROMBIN	7
6371-9	AQUAPORIN-4 AB(NMO-IGG	6
4633-4	BASIC FOOD PANEL	6
1380-5	CELERY	6
5660-6	CERVICAL BIOPSY	6
5720-8	COAG/ANTI-CARDIOLIPIN AB	6
1004-1	CT, RRNA,TMA SWAB	6
0634-6	CULTURE, EAR (RIGHT)	6
0076-0	CULTURE, EYE	6
0565-2	CULTURE, EYE (LEFT)	6
0075-2	CULTURE, GC	6
0556-1	FLUID CULTURE	6
L583-4	GC/CT SWAB BY PCR	6
1243-5	GREEN (BELL) PEPPER	6
J844-2	HCV RNA GENOTYPE 3 NS5A	6
B347-6	HIV GENOSURE PRIME	6
6240-6	LAMBDA FREE LIGHT CHAIN	6

1171-8	MAGNESIUM,URINE 24 HR	6
0835-9	ORANGE	6
5835-4	P.T.T.	6
5923-8	PHENOSENSE INTEGRASE	6
3779-6	PROTEIN,URINE 24HR	6
A565-4	PROTEIN,URN.24HR(MG/DL)	6
3854-7	RAST-CHEESE SWISS IGE	6
0961-3	RUBEOLA/MEASLES.,IGM	6
3701-0	THIOPURINE METABOLITES	6
5869-3	TRANSGLUTAMINASE,IGG,AB	6
2178-2	TREE MIX	6
J969-7	UREAPLASMA BY MULTIPLEX PCR	6
0337-6	VITAMIN A, SERUM	6
0447-3	VITAMIN E, SERUM	6
5815-6	VWF ANTIGEN	6
1336-7	ZINC, RBC	6
0170-1	ANTIBODY ID	5
0040-6	ANTIBODY TITER	5
5715-8	ANTI-THROMBIN III AG	5
H870-9	BV PANEL BY RT-PCR	5
0164-4	CATECHOLAMINES	5
1249-2	CHEESEMOLDS	5
2090-9	CLOZAPINE, S/P	5
3816-6	CORRECTED CALCIUM	5
0731-0	CULTURE, VIRAL	5
0664-3	DOG DANDER	5
0234-5	EBV CAPSID AG.AB/IGG	5
5662-2	ENDO-CERVICAL BIOPSY	5
5725-7	FACT. V ACT.	5
1003-3	GC,RRNA,TMA SWAB	5
0223-8	GLUCOSE, NON-FASTING	5
1404-3	HAZELNUT	5
J218-9	HBA1C RFX TO GLYCOMARK	5
2089-1	HEPATITIS C, RNA, BDNA,QUANT	5
H583-8	IBD PANEL	5
6181-2	ISLET CELL AB SCREEN	5
5307-4	JAK-2 EXON 12	5
6241-4	KAPPA FREE LIGHT CHAIN	5
3135-1	MAGNESIUM,URINE RANDOM	5
1136-1	METHADONE, S/P	5
3134-4	PHOSPHORUS,URINE RANDOM	5
1389-6	PINEAPPLE	5
1324-3	PTH RELATED PROT.	5
0567-8	RUBEOLA/MEASLES(IGG)	5
0315-2	SCL70	5
2322-6	THYROIDITIS	5
H991-3	TOTAL IGG/SUBCLASSES	5
B877-2	TSH RECEPTOR AB TRAB	5
A097-8	WOMEN'S HLTH PATHOLOGY REPORT	5
0874-8	ACETYLCHOLINE RECEP.AB.	4
0309-5	ALDOLASE	4
0509-0	AMITRIPTYLINE+NORTRIP.	4

9893-9	ANEMIA SCREEN-EXPANDED	4
T974-5	ANTI-JO-1,IGG	4
1405-0	BRAZIL NUT	4
B686-7	CALR GENE MUTATION	4
1412-6	CASHEW	4
0820-1	CATFISH (F369) IGE	4
K002-6	CELIAC EVAL+HLA	4
1583-4	CHERRIES	4
5710-9	COAG/GLYCOPROTEIN I ABS	4
3851-3	CT/GC HR STI	4
0633-8	CULTURE, EYE (RIGHT)	4
J011-8	CULTURE, IUD	4
3849-7	CYSTINE, QUANT	4
3188-0	DECALCIFICATION (NAILS/BONE)	4
0989-4	ELECTROLYTES,URINE RANDOM	4
J064-7	GRAM STAIN BLOOD, AEROB	4
1228-6	GREEN PEA	4
6363-6	HISTOPLASMA AG.,URN.	4
J097-7	HLA CELIAC GENETICS	4
J025-8	HPV, HIGH RISK ANAL	4
1114-8	IRON, % SAT.	4
TA13-0	JAK2>EXON 12, CALR, MPL	4
3874-5	LEGIONELLA CULTURE	4
2382-0	LYME AB.(NO REFLEX)	4
B591-9	MICROALBUMIN,URINE 24HR	4
5830-5	MIXING STUDIES-APTT	4
5272-0	MPL515 MUTATION ANALYSIS	4
5764-6	MTHFR C677T	4
1002-5	MYCOBACTERIA CULT.	4
9086-0	NE RESP ALLERGY PROFILE	4
2534-6	O + P, URINE	4
5250-6	ONCOLOGY CHROMOSOME ANALYSIS	4
5564-0	PAROX.NOCTURNAL HEM.	4
0978-7	PLASMA RENIN ACTIVITY	4
J661-0	PLATELET COUNT CITRATED	4
0133-9	PREGNANCY, URINE	4
0140-4	QUINIDINE, SERUM	4
T397-9	REVERSE T3 (RT3)	4
R733-7	RPR	4
0973-8	RUBELLA,IGG	4
2543-7	SCALLOP	4
9021-7	SHELLFISH SCREEN	4
A090-3	SURGICAL PATHOLOGY REPORT	4
3735-8	SWORDFISH (F312) IGE	4
A615-7	TOBRAMYCIN, RANDOM	4
1044-7	TSH RECEPT. BINDING AB.	4
J526-5	UROVYSION , OTHER-NY	4
0575-1	VANCOMYCIN, PEAK	4
5825-5	VON-WILLEBRAND SCREEN - BASIC	4
1479-5	WALNUTS	4
2699-7	ALBUM/CREAT RATIO, URINE	3
0042-2	ASO	3

1741-8	ASPERGILLUS AB.PANEL	3
J676-8	BILE ACIDS, FRAC+TOT,PREG	3
4004-8	BIOPSY, GENERAL X4	3
1422-5	BLACK PEPPER	3
3830-7	C. ACREMONIUM IGE	3
0555-3	C.TRACHOMATIS CULT.	3
0823-5	CA 27.29	3
0196-6	CALCITONIN	3
1423-3	CHILI PEPPER	3
1794-7	CHLORIDE,URINE RANDOM	3
6269-5	CK-MB INDEX	3
0872-2	CLONAZEPAM, S/P	3
3748-1	COBALT, SERUM/PLASMA	3
0717-9	COMMON RAGWEED	3
1848-1	COMPLEMENT C7	3
4242-4	COXSACKIE A + B	3
1352-4	CULTURE, GC (THROAT)	3
K909-2	CULTURE, TRACHEAL AIRWAY	3
5243-1	CYTOLOGY, ALCOHOL-BASED FNA	3
0064-6	DIRECT COOMBS	3
0582-7	EBV EARLY AG.AB	3
8017-6	ELECTROLYTES (24 HR U)	3
5737-2	FACT. XI ACT.	3
5736-4	FACTOR X AG.	3
0485-3	FRUCTOSAMINE	3
B790-7	FUNGAL CULTURE, MISC	3
0508-2	GASTRIN	3
J065-4	GRAM STAIN,BLD,ANAER	3
0510-8	GROWTH HORMONE	3
J328-6	GS BLD, AEROBIC (#2)	3
J326-0	GS BLOOD, ANAEROBIC #2	3
1119-7	H. PYLORI ANTIBODY PANEL	3
2379-6	HCG QUANT.,PROGESTER	3
K943-1	HCV VL RFX NS3/NS5	3
B808-7	HEP B VIRUS GENOTYPE	3
2126-1	HEP. A AB., NO REFLEX	3
K645-2	HEPATITIS C NS3 AND NS5A/B	3
0426-7	HERPES SIMP. I/II.(IGM)	3
F171-4	HIV 1/2 DIFFERENTIATION	3
6207-5	HIV-2 DNA/RNA, RT PCR	3
0910-0	HOUSE DUST SCREEN	3
2321-8	HYPERCOAGULATION	3
1734-3	IBUPROFEN, SERUM/PLASMA	3
1072-8	IGF-I (SOMATOMEDIN-C)	3
3848-9	KAPPA/LAMBDA LT.URN.	3
5749-7	LA HEX DIFF	3
4312-5	LIPASE,AMYLASE	3
A541-5	MICROALB.URN.24HR MG/DL	3
3172-4	MICROALBUMIN,RANDOM	3
5840-4	MIXING STUDIES-PT	3
0316-0	MUMPS VIRUS AB.(IGG)	3
B870-7	MYASTHENIA GRAVIS P2	3

B865-7	MYCOBACT. TB COMPLEX	3
2187-3	NORTHERN ALLERPANEL	3
0814-4	OAT	3
0988-6	OSMOLALITY, URINE 24 HR	3
1195-7	PISTACHIO	3
5703-4	PLATELET AB.INDIRECT	3
5784-4	PLATELET NEUTRALIZING	3
5704-2	PROTEIN C RESIS.	3
5788-5	PROTEIN S AG.FREE	3
5798-4	PROTHROMBIN TIME (PT)	3
5771-1	PTT-LA SENS.	3
5805-7	RISTOCETIN COFACTOR	3
0593-4	SCLERODERMA PROFILE	3
0654-4	SERODIA-TP-PA	3
P216-5	STI SEROLOGY	3
1230-2	STRING BEAN	3
L062-9	SWAB CT/GC	3
J451-6	TESTOSTERONE,TOT.LC/MS/MS	3
2948-8	THYROID AB	3
K630-4	TOTAL/FREE TESTOSTERONE (LC/MS)	3
0742-7	TREES SCREEN	3
2148-5	TRYPTASE, SERUM	3
0543-9	VMA	3
1620-4	WHEY	3
0238-6	11-DEOXYCORTISOL	2
0997-7	17-HYDROXYPROGESTERONE	2
1613-9	3A ANDROSTANEDIOL-G	2
7190-2	5HIAA, CREAT.24HR	2
J132-2	ABL1 BY NGS	2
8807-0	ACE INSERTION/DEL.	2
9719-6	ACT 1 (BASIC LIPID + NMR LIPOPR)	2
0813-6	ALLERGEN YEAST BAKERS	2
3855-4	AMERICAN CHEESE	2
0951-4	AMYLASE ISOENZYMES	2
0037-2	AMYLASE, URINE RANDOM	2
0263-4	ANTI-PARIETAL CELL AB	2
3457-9	ANTIPHOSPHOLIP W/O LUP	2
5723-2	ATIII ANTI-XA	2
3803-4	BEETROOT	2
6208-3	BK VIRUS DNA QUANT, S/P	2
1487-8	BLUEBERRY	2
0724-5	C1Q COMPLEMENT	2
1244-3	CABBAGE	2
0513-2	CATECHOLAMINES,FRACTUR	2
9696-6	CBC WITH MANUAL DIFF	2
A940-9	C-DIFF CYTOTOXIN B SCRIN	2
6305-7	CEDAR RED	2
6158-0	CHEESE PARMESAN IGE	2
0439-0	CHLORIDE,URINE 24 HR	2
0277-4	CHROMIUM,SER/PLASMA	2
TA34-6	CHROMOGRANIN A	2
0559-5	CHROMOSOME ANALYSIS, PB	2

0021-6	CITRIC ACID, 24 HR UR	2
0461-4	CMV AB.(IGM)	2
B214-8	CMV PCR URINE	2
0047-1	COXSACKIE AB.,GRP.A	2
J745-1	CRYPTOSPORIDIUM ID, (MAF)	2
P006-0	CT/GC/TRICH/MGENHR STI	2
A502-7	CULTURE, FUNGAL	2
1043-9	CULTURE,ID ONLY (ANY SOURCE)	2
5244-9	CYTOLOGY, THINPREP FLUIDS	2
6626-6	CYTOPATHOLOGY, ANAL, THINPREP	2
3295-3	DRUG SCREEN (3)	2
3206-0	EBV DETECTR,PCR	2
1183-3	EOSINOPHILS, URINE	2
3687-1	ESTRADIOL, FREE	2
H906-1	ESTROGENS, FRACTIONATED	2
J259-3	ESTRONE (E1), SERUM	2
1428-2	FELBAMATE, S/P	2
K361-6	FOOD ALLERGY PROFILE	2
0790-6	G.T.T. 1 HR.	2
0791-4	G.T.T. 2 HR.	2
3800-0	GC + CHLAMYDIA, AMP DNA	2
8979-7	GLUCOSE TOLERANCE 2 HOUR	2
1225-2	GRAPE	2
1349-0	GRAPEFRUIT	2
0221-2	HALOPERIDOL, S/P	2
0019-0	HCT	2
1608-9	HEP. B SURF AG., QUANT.	2
5748-9	HEPARIN COFACTOR II	2
0473-9	HISTOPLASMA ANTIBODY	2
3631-9	HLA SINGLE AG.	2
0662-7	HOUSE DUST H/S	2
B866-5	HSV,TYPE 1+2 DNA RT PCR	2
0258-4	HTLV I/II ABS.,WB	2
0266-7	HTLV-I/II ANTIBODY	2
5993-1	HYPERACTIVE COAG. PANEL	2
T828-3	HYPERPARATHYROIDISM/ENDOCRINE TU	2
1366-4	HYPERSEN.PNEUMONITIS	2
0403-6	HYPERTHYROID PANEL	2
5888-3	ITRACONAZOLE LVL	2
3122-9	KIDNEY BEAN	2
L325-0	KIDNEY PROFILE	2
0842-5	KIWI	2
A331-1	LACOSAMIDE, S/P	2
J213-0	LACTOBACILLUS BY PCR	2
B852-5	LEGIONELLA AB. PROFILE	2
1224-5	LEMON	2
3522-0	LIME	2
A882-3	MACROAMYLASE	2
1227-8	MELON (CANTALOUPE)	2
0925-8	METHADONE, URINE SCREEN	2
2673-2	MICROSPORIDIUM ID, STOOL	2
A604-1	MYCOBACT. SLOW GROW MIC	2

0799-7	MYOGLOBIN, URINE	2
6223-2	NAPROXEN	2
J524-0	NON-GYN OTHER (SLIDES)	2
2352-3	NUTMEG	2
2667-4	O+P,C/S STOOL,C-DIFF	2
0649-4	ORCHARD GRASS	2
9411-0	PANEL 9411	2
6431-1	PAP/CT/GC (RFLX HPV)	2
1226-0	PEACH	2
H993-9	PEANUT COMPONENTS IGE	2
0930-8	PEAR	2
1592-5	PECAN	2
3988-3	PEPPER CAYENNE IGE	2
2188-1	PERENNIAL ALLERPANEL	2
5774-5	PLASMINOGEN AIA(PAI-1)	2
5776-0	PLATELET AB. IDENT.	2
5702-6	PLATELET AB.DIRECT	2
5260-5	PML/RARA,T(15;17),FISH	2
4994-0	PRE-OP	2
A704-9	REP GENETICS INTEGRATED REPORT	2
0843-3	RICE	2
3365-4	RNA POLYMERASE III AB.	2
0729-4	SEROTONIN,SERUM	2
1305-2	SYCAMORE	2
5031-0	TCR-GAMMA, PCR	2
0380-6	THEOPHYLLINE, SERUM	2
1426-6	TURKEY FEATHERS	2
6339-6	UREAPLASMA BY MULTIPLEX PCR	2
1663-4	URIC ACID,URINE TIMED	2
F371-0	VAG/VAG NO PAP/HPV EXPD	2
3417-3	VARICELLA ZOSTER PCR	2
0499-4	VISCOSITY, SERUM	2
0291-5	VITAMIN C	2
0686-6	WALNUT TREE	2
1241-9	WHITE BEAN	2
0564-5	17-KETOGENIC STEROID	1
J334-4	4K COMPONENTS	1
J254-4	4K PSA RFX 1.5 OR >	1
0268-3	5-HIAA	1
3750-7	5-HIAA	1
J212-2	A. VAGINALIS BY PCR	1
J263-5	A. VAGINALIS LOG	1
5851-1	ABNORMAL APTT ASSESSMENT	1
3555-0	ACETYLCHOLINE MODUL.	1
0985-2	ALCOHOL(ETOH)	1
0830-0	ALDOSTERONE,24 HR URINE	1
0713-8	ALK PHOS ISOENZYMES	1
0848-2	ALLERGEN WOOL(USE #1	1
5709-1	ALPHA-2-ANTIPLASMIN	1
0167-7	AMINO ACID ANALYSIS, U	1
A233-9	ANA WITH REFLEX TO IFA	1
B071-2	ANAL HPV E6/E7 MRNA QUANT.	1

K119-8	ANALYZER PNL (SCRN)	1
1463-9	ANCHOVY	1
1706-1	ANTI HU ABS.	1
B887-1	ANTIPHOSPHOLIPID ABS	1
0895-3	APOLIPOPROTEIN A-1, B	1
B604-0	ASPERGILLUS AG	1
1945-5	AVOCADO	1
A519-1	B.BURGDORFERI DNA	1
B662-8	B.BURGDORFERI G/M IB	1
2470-3	BABESIA MICROTI IGG IGM	1
0816-9	BARLEY	1
1788-9	BARTONELLA HENSELAE AB.	1
A669-4	BCR/ABL1 OF B2A2 TYPE	1
3514-7	BETA-GALACTOSIDASE	1
2087-5	BIOAVAIL.TESTOSTERONE	1
B362-5	BRCA1 AND BRCA2 SEQUENCING AND D	1
1629-5	BUCKWHEAT	1
3956-0	BUPRENORPHINE	1
K835-9	BV PANEL BY RT-PCR	1
0276-6	C1 ESTERASE INHIBIT.	1
5019-5	CAMPYLOBACTER	1
0163-6	CATECHOL.FREE/24HRUR)	1
0214-7	CATECHOLAMINE,FRAC.P	1
2966-0	C-DIFF.STOOL,TOXIN B	1
0056-2	CELL COUNT, FLUID	1
2115-4	CF/FRAGILE X/SMA	1
4390-1	CHEM 18 (MLS BASIC)	1
0003-4	CHEM 6	1
1163-5	CHICK PEA	1
0769-0	CHLAMYDIA AB G/A/M	1
3852-1	CHLAMYDIA, LIQUID-BASED	1
0545-4	CHOLINESTERASE,S.	1
2411-7	CHROMOGRANIN-A	1
6263-8	CHRONIC URTICARIA INDEX	1
1804-4	CITRATE, SERUM	1
2276-4	CITRIC ACID, URINE	1
C000-0	CLARIFY TEST	1
J374-0	CLIENT DRAW	1
3614-5	CLOSTRIDIUM	1
B876-4	COCCIDIOIDES ANTIBODY	1
0716-1	COCKROACH	1
0063-8	COLD AGGLUTININS	1
1847-3	COMPLEMENT C6	1
5253-0	COMPREHENSIVE URN PATHOLOGY TC	1
5672-1	CONE BIOPSY/LEEP	1
TB43-5	CORTISOL,F, RAND. URINE	1
3486-8	CREATINE, 24HR	1
0928-2	CRYPTOCOCCUS AB.	1
0722-9	CRYPTOCOCCUS AG.,SERUM	1
A114-1	CT, ANAL APTIMA	1
A113-3	CT, ORAL APTIMA	1
P011-0	CT/GC, ANAL, APTIMA	1

P010-2	CT/GC, ORAL, APTIMA	1
3221-9	CULTIVATED WHEAT	1
J010-0	CULTURE, CATHETER TIP	1
0819-3	CULTURE, ENVIRONMENTAL	1
1353-2	CULTURE, GC (ANAL)	1
0960-5	CULTURE, MOUTH	1
1954-7	CUSTOM CHEM(20)	1
1468-8	CYCLOSPORA ID	1
0306-1	CYSTINE, RANDOM URINE	1
J529-9	CYTO. BLADDER WASHING	1
5242-3	CYTOLOGY, THINPREP FNA	1
0580-1	EBV CAPSID AG.AB/IGM	1
2085-9	EHRlichia EQUI ABS.	1
0659-3	ELM TREE	1
3116-1	ESTRIOL, UNCONJUGATED	1
0562-9	ESTROGENS,TOT.SER.	1
1480-3	EUCALYPTUS	1
P150-6	EXPAN. CF, FRAG X, SMA	1
5728-1	FACT. VII ACT.	1
5735-6	FACT. X ACT.	1
5727-3	FACTOR V (R2)	1
5057-5	FENUGREEK (RF305) IGE	1
2988-4	FERRITIN,FOLATE,TIBC	1
6124-2	FIBROTEST PANEL	1
0182-6	FLUID ANALYSIS (SYNOVIAL)	1
2189-9	FOOD ALLERPANEL (4 MIX)	1
3246-6	FUNGAL CULTURE, MISC	1
3751-5	FUNGAL ID, MOLDS	1
J262-7	G. VAGINALIS LOG	1
J193-4	G.T.T. 1 HR. URINE	1
J194-2	G.T.T. 2 HR. URINE	1
J191-8	G.T.T. FASTING URINE	1
B132-2	GAD65 AB ASSAY, S	1
0965-4	GARLIC	1
F101-1	GASTRIC DISTRESS	1
A112-5	GC, ANAL APTIMA	1
5868-5	GLIADIN(DP) IGA,AB	1
3822-4	GLIADIN(DP) IGG,AB	1
0811-0	GLOMERULAR B.M. AB, IGG	1
3157-5	GLUCOSE,2HR PP (75G)	1
3853-9	GONORRHEA, LIQUID-BASED	1
J032-4	HE4 OVARIAN CANCER	1
0950-6	HEMOGLOBIN, FREE, URINE	1
1403-5	HEP.C VIRUS (SEE RNA	1
J899-6	HEREDITARY PANCREATITIS PANEL	1
3505-5	HERPES CULT. W/RE TYP	1
0557-9	HERPES SIMPLEX CULTURE	1
1345-8	HERPES VIRUS 6 - G/M	1
3296-1	HIV-1,RNA,ULTRA,PCR	1
0625-4	HIV-1,WEST.BLOT	1
3584-0	HLA COMPLETE TYPING	1
1046-2	HLA PANEL A,B,C,DR,MLC	1

0876-3	HLA-A,B,C LOW RESOL. TY	1
3986-7	HONEY (F247) IGE	1
3910-7	HPV HIGH RISK	1
L009-0	HSV 1+2 REFLEX TO VZV	1
J845-9	HSV 2 IGG	1
3944-6	HSV I/II G.PROTEIN IGG	1
J846-7	HSV TYPE 1 GLYCOPROTEIN	1
J164-5	HSV-1	1
J553-9	HYPERTROPHIC CARDIOMYOPATHY (HCM	1
T994-3	HYPOPHOSPHATASIA AND HYPOPHOSPHA	1
1655-0	IGD	1
2604-7	IGF BP-1	1
5137-5	IHC ANTIBODY 2 W/INTERP.	1
1207-0	IMMUNE COMPLEX C1Q	1
2530-4	IMMUNE DEF PNL(NO CBC)	1
P268-6	INDOOR ALLERGY PANEL	1
5757-0	INHIBITOR TITER	1
0448-1	INSULIN ABS.	1
T835-8	INTRINSIC FACTOR AB	1
J076-1	IODINE, SERUM/PLASMA	1
2670-8	ISOSPORA BELLI ID, STOOL	1
B657-8	JCV AB BY INHIBITION	1
0648-6	JUNE/KEN.BLUE GRASS	1
1126-2	KAPPA/LAMBDA CHN.URN	1
2991-8	KIDNEY URINE PROFILE	1
J261-9	LACTOBACILLUS SP. LOG	1
1178-3	LACTOSE TOLERANCE TEST	1
2170-9	LACTOSE(GLU),FASTING	1
0398-8	LEAD, BLOOD (CHILD)	1
3275-5	LEGIONELLA PNEUM.,IGM	1
1131-2	LIPASE, URINE	1
1173-4	LKM-1 ANTIBODY IGG	1
6155-6	LP-PLA2	1
A970-6	M SPIKE,MG/24HR	1
J837-6	M. GENITALIUM PCR SWAB	1
3644-2	MACADAMIA NUT	1
1481-1	MARSH ELDER	1
0681-7	MEADOW FESCUE	1
J214-8	MEGASPHAERA TYPE 1 PCR	1
1744-2	METANEPHRINES, URINE	1
J305-4	MITOCHONDRIAL COMPLEX I DEFICIENCY	1
0901-9	MOLDS SCREEN	1
1151-0	MUMPS VIRUS AB, IGM	1
1823-4	MUSTARD	1
3247-4	MYCOPLASMA CULTURE,	1
3912-3	MYELIN AB., (IGG), IFA	1
2676-5	MYOSITIS ASSESSR+J0-1	1
1287-2	N.GONORRHEA,AB.	1
1182-5	NICOTINE, S/P	1
0727-8	NICOTINE/METABOLITE, UR	1
B411-0	NT PRO BNP	1
0652-8	OAK TREE	1

0010-9	OBSTETRIC (AMA) PANEL	1
1251-8	OLIVE TREE	1
0433-3	OPIATES, URINE SCREEN	1
3574-1	OSMOLALITY, FECAL	1
T447-2	OSTASE	1
1222-9	PANCREATIC ELASTASE-1	1
1040-5	PANEL 1040	1
5534-3	PANEL 5534	1
6616-7	PANEL 6616	1
7914-5	PANEL 7914	1
9407-8	PANEL 9407	1
9328-6	PAP + HPV PLUS	1
1942-2	PAPAYA	1
T790-5	PARVOVIRUS B19 AB, IGG	1
L399-5	PARVOVIRUS B19 G/M	1
J284-1	PEANUT ARA (H1)	1
J283-3	PEANUT ARA (H2)	1
J285-8	PEANUT ARA (H3)	1
J287-4	PEANUT ARA (H8)	1
J286-6	PEANUT ARA (H9)	1
1172-6	PENICILLIN(SEE 2169	1
B881-4	PHOSPHOLIPIDS	1
3638-4	PIGNOLIA NUTS	1
5573-1	PLASMA CELL PANEL	1
3675-6	PLATELET AB.,DIRECT	1
1584-2	PLUM	1
0807-8	POLIOVIRUS ANTIBODIES	1
T824-2	PREGNANCY, SERUM	1
0809-4	PROINSULIN, INTACT	1
5705-9	PROT.C RES.MODIFIED	1
B601-6	PROTEIN/CREAT. RATIO	1
3322-5	PSA, FREE	1
A081-2	PT MIXING STUDIES REPORT	1
6522-7	PT/INR, NON-MEDICATED RANGE	1
0237-8	PTH (INTACT)	1
3695-4	RAST ASPIRIN,IGE	1
3508-9	RED RASPBERRY	1
H192-8	REFLEXED SPECIES	1
6823-9	REGION 1 ALLERGY PROF.	1
J553RE-2	REST OF CARDIOMYOPATHY AFTER HCM	1
A332-9	RETICULIN IGA,SCRN	1
5849-5	RETICULIN IGG,SCRN	1
TA08-0	RF IGA	1
TA09-8	RF IGM	1
2726-8	RF,CH24/HDL,CBC/D/P,	1
1811-9	RIBOSOMAL P ANTIBODIES	1
GD753-7	ROCC-REVIEW	1
0307-9	RT3 - TOTAL, S/P	1
J900-2	RUBELLA IGM	1
0471-3	RUBELLA TITER (IGM)	1
0822-7	RYE (FOOD)	1
H940-0	S.CEREVISIAE ABS (G/A)	1

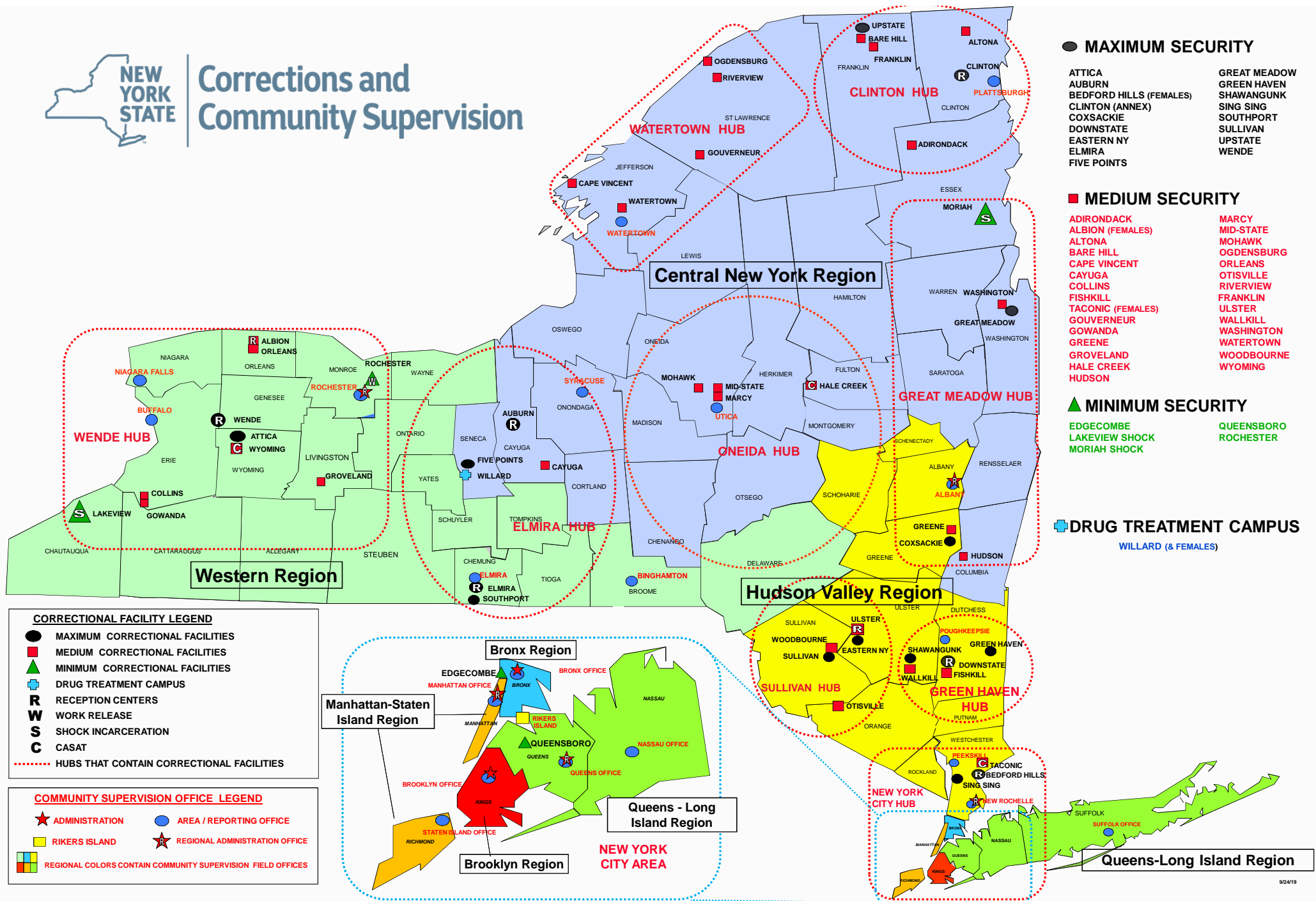
3533-7	SACCH. CEREVISIAE	1
0526-4	SALICYLATE	1
0232-9	SELENIUM,SER/PLASMA	1
0936-5	SESAME SEED	1
2974-4	SGOT/SGPT	1
2243-4	SMA 17	1
3753-1	SOLUBLE LIVER ANTIGEN	1
3809-1	SQUID (F258) IGE	1
2566-8	STONERISK PROFILE	1
0878-9	STOOL FOR WBC'S	1
0202-2	STREP GRP.B (AMPLIFIED PROBE)	1
3870-3	SULFONYLUREA PRO., S/P	1
1414-2	SUNFLOWER SEED	1
J275-9	T. PALLIDUM AB. (CIA)	1
0242-8	T4,FREE,DIRECT DIAL.	1
1576-8	THC	1
3727-5	THORIUM, S/P	1
B724-6	THYROGLOBULIN, LC/MS/MS	1
2436-4	THYROID PROFILE	1
8963-1	TILAPIA	1
0683-3	TIMOTHY GRASS	1
5221-7	T-NK CD57 FLOW CYTO ANA	1
K135-4	TOT+FREE PSA RFX 4K 3.0	1
1749-1	TOXOPLASMA GONDII ANTIBODY IGA	1
1728-5	TRANSFERRIN SAT. (%)	1
3410-8	TRILEPTAL(OXCARBA.)	1
6276-0	TROFILE	1
4316-6	UA COMPLETE,MICRO-AL	1
2083-4	UREA,URINE TIMED	1
TG28-6	URINE CYTOLOGY RFLX HTERT	1
5249-8	UROVYSION-TC ONLY	1
0871-4	VASOPRESSIN-ADH	1
2469-5	VENOM/INSECT PROF(5)	1
3325-8	VIT.B2,RIBOFLAVIN	1
0906-8	VITAM.B12 BIND.CAP.	1
1332-6	VITAMIN A + BETA CAROTENE	1
5823-0	VON WILLEBRAND ASSAY	1
5826-3	VON-WILLEBRAND SCREEN - EXPANDED	1
J839-2	VZV	1
0530-6	XYLOSE ABSORPTION,UR	1
0123-0	YEAST CULTURE	1
B789-9	ZINC TRANSPORTER 8 AB.	1
B345-0	ZINC, PLASMA	1

ATTACHMENT I

NYS DOCCS FACILITY MAP





Corrections and Community Supervision



ATTACHMENT J

NYS DOCCS DIRECTIVES

- Directive #2216
- Directive #4027A
- Directive #4028A
- Directive #4750

 <p>Corrections and Community Supervision</p> <p>DIRECTIVE</p>	<p>TITLE</p> <p>Fingerprinting/Criminal History Inquiry - New Employees and Contractors</p>		<p>NO. 2216</p>
			<p>DATE 11/01/2018</p>
<p>SUPERSEDES</p> <p>DIR# 2216 Dtd. 08/15/17</p>	<p>DISTRIBUTION</p> <p>A</p>	<p>PAGES</p> <p>PAGE 1 OF 9</p>	<p>DATE LAST REVISED</p>
<p>REFERENCES (Include but are not limited to)</p> <p>Directives #2112, #4750; OSC Payroll Bulletin #231; DCJS Use and Dissemination Agreement; ACA Expected Practice 4-4061</p>		<p>APPROVING AUTHORITY</p> 	

- I. POLICY:** All employees and contractors of the Department of Corrections and Community Supervision (DOCCS) will be subjected to a criminal history inquiry in order to obtain background information pertinent to the security of operations, to verify data on employment applications, and to receive notification when Department employees are arrested. Employees and contractors may also be fingerprinted in accordance with this directive. This policy applies to all titles as defined in Section II, Definitions.
- II. DEFINITIONS**
- A. Employee: An individual paid either annually, by calendar, 21 pay periods, or by a fee to perform duties within a correctional facility.
 - B. Part-Time/Half-Time Employee: An annual salaried employee whose work schedule is less than 100 percent of the time.
 - C. Per Diem Employee: An employee that is not annual salaried who is paid on an hourly basis.
 - D. Extra Service Employee: A State employee who renders a service to an agency, office, or correctional facility other than the one in which they are regularly employed on a full-time basis. Extra service employees are salaried by the agency, office, or facility the employee renders service to.
 - E. Outside Agency Employee: A State employee who is employed by an agency other than DOCCS, whose work assignment is within a DOCCS office or facility (e.g., Information Technology Services (ITS), Office of Mental Health (OMH), Department of Motor Vehicles (DMV) staff).
 - F. Contract Service Provider/Consultant: A non-State employee who provides, under a formal agreement, a service to the facility but does not receive direct compensation as salary from the Department and whose duties are not performed under the direct supervision of security staff (e.g., Registered Nurse, Optometrist, Computer Software Engineer, etc.).
 - G. Contractor: A non-State employee who provides, under a formal agreement, material, labor, repair, or maintenance on facility property, but does not receive direct compensation as salary from the Department.
 - H. Volunteer: A volunteer is a person who is authorized to provide a service to DOCCS and its inmates. Refer to Directive #4750, "Volunteer Services Program," for processing direction on types of volunteers.

III. CRIMINAL HISTORY INQUIRIES

A. Employees

1. *Correction Officers 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 electronically transmitting a criminal history request via <http://criminalhistoryrequest/>. The electronic criminal history request form must be submitted to EIU and the EIU response must be received by the requestor prior to the first day of employment. Derogatory criminal history information received in response to inquiries will be referred to the Director of Personnel for review.

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

NOTE: Paid interns will be processed as employees.

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

3. *Per Diem Employees*: Criminal history inquiries shall be conducted in the same manner as non-uniform (civilian) staff (see Section III-A-2 above).
4. *Extra Service Employee*: Criminal history inquiries shall not be conducted on extra service employees that are permanent DOCCS staff. Criminal history inquiries shall be conducted on all extra service employees that are not DOCCS staff. Superintendents, Regional Directors, Central Office Personnel, or their designees shall request a criminal history inquiry on individuals by electronically transmitting a criminal history request via <http://criminalhistoryrequest/>. The electronic criminal history request form must be submitted to EIU and the EIU response must be received by the requestor 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. *Information Technology Services (ITS)*: Screening will be performed initially by New York State Police (NYSP). DOCCS will not receive notifications on clean hires. DOCCS will not receive notifications on automatic disqualifications. DOCCS (EIU@doccs.ny.gov) 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. *Department of Motor Vehicles (DMV)*: Criminal history inquiries shall be conducted on all DMV employees whose work assignment is within a DOCCS office or facility. Superintendents, Regional Directors, Central Office Personnel, or their designees shall request a criminal history inquiry on individuals by electronically transmitting a criminal history request via <http://criminalhistoryrequest/>.

The electronic criminal history request form must be submitted to EIU and the EIU response must be received by the requestor 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. *Office of Mental Health (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 designees shall request a criminal history inquiry on individuals by electronically transmitting a criminal history request via <http://criminalhistoryrequest/>. The electronic criminal history request form must be submitted to EIU and the EIU response must be received by the requestor 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: OMH staff are exempt from providing their Social Security Number to DOCCS for the purposes of criminal history inquiry and fingerprinting.

- C. Contract Service Providers and Consultants: Criminal history inquiries shall be conducted on all contract service providers and consultants. Superintendents, Regional Directors, Central Office Personnel, or their designees shall request a criminal history inquiry on individuals by electronically transmitting a criminal history request via <http://criminalhistoryrequest/>. The electronic criminal history request form must be submitted to EIU and the EIU response must be received by the requestor 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 designees shall request a criminal history inquiry on individuals by electronically transmitting a criminal history request via <http://criminalhistoryrequest/>. The electronic criminal history request form must be submitted to EIU and the EIU response must be received by the requestor 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 designee as appropriate for review.
- E. Volunteers: See Directive #4750, "Volunteer Services Program," Section VI-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, and 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 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 non-uniform (civilian) employees.

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

- 6. *Contract service providers and consultants* will be fingerprinted on the initial date of assignment. Contract service providers and consultants assigned to Central Office shall be fingerprinted by the Bureau of Personnel at EIU, those assigned to a facility shall be fingerprinted by the facility ID Officer, and those assigned to Community Supervision 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 responses (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 Personnel to proceed, EIU will notify the sender/submitter of the prints via email 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 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 email and confirm the transaction was successful and that 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 VI-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 the processing of fingerprint cards, be sure to complete cards clearly and legibly. To reorder fingerprint cards, contact EIU at (518)485-9500.

The FBI FD-258 APPLICANT card (blue) 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 the 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 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 and consultants* 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 employment	FBI FD-258	Payroll Deduct*	EIU
Per Diem Employees	YES	C - Personnel F - ID Officer	Initial date of employment	FBI FD-258	YES (\$75 US Postal Money Order)	EIU
Outside Agency Staff OMH & DMV Staff	YES	C - Personnel F - ID Officer	First day in facility	FBI FD-258	\$75 Journal Voucher	EIU
Extra Service Employees	*YES	C - Personnel F - ID Officer	*Initial date of employment	FBI FD-258	\$75 Journal Voucher	EIU
Contract Service Providers 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 who 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.

 <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</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

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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>Corrections and Community Supervision</p> <p>DIRECTIVE</p>	<p>TITLE</p> <p>Sexual Abuse Prevention & Intervention - Staff-on-Inmate/Staff-on-Parolee</p>		<p>NO. 4028A</p>
			<p>DATE 11/29/2017</p>
<p>SUPERSEDES</p> <p>DIR# 4028A 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, 4027A, 4028B, 4910, 6910; DOCCS Training Manual; HSPM 1.60</p>		<p>APPROVING AUTHORITY</p> 	

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 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, 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.


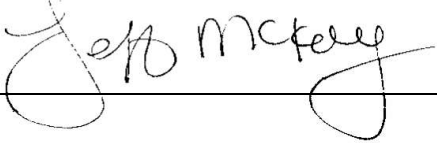
NOTE: Allegations of staff-on-inmate/staff-on-parolee sexual abuse or inappropriate relationships, may be reported to appropriate law enforcement officials and/or prosecutors by the Department's Office of Special Investigations. A person is guilty of falsely reporting an incident if it is proven beyond 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.

 <p>Corrections and Community Supervision</p> <p>DIRECTIVE</p>	<p>TITLE</p> <p>Volunteer Services Program</p>		<p>NO. 4750</p>
			<p>DATE 01/14/2019</p>
<p>SUPERSEDES</p> <p>DIR# 4750 Dtd. 02/08/16</p>	<p>DISTRIBUTION</p> <p>A B</p>	<p>PAGES</p> <p>PAGE 1 OF 14</p>	<p>DATE LAST REVISED</p>
<p>REFERENCES (Include but are not limited to)</p> <p>See Section III</p>	<p>APPROVING AUTHORITY</p> 		

- I. **PURPOSE:** This directive establishes Department of Corrections and Community Supervision (DOCCS) policies and procedures for the administration and supervision of the Volunteer Services Program.
- II. **PROGRAM GOALS:** The Volunteer Services Program is designed to promote the involvement of responsible community persons in the continuum of services and programs made available to the incarcerated inmate and his or her family.
- III. **REFERENCES**
 - Penal Law §130.05
 - Public Officers Law, Section 17
 - Executive Order No. 6
 - DOCCS Directives #2208B, #2601, #4027A, #4028A, #4065, #4322, #4403, #4423
 - Program Services Manual
 - DOCCS Training Manual
 - ACA Expected Practices
 - ACI: 4-4005, 4-4115, 4-4116, 4-4117, 4-4118, 4-4119, 4-4120, 4-4122, 4-4391, 4-4392, 4-4431, 4-4519
 - APA: 1058
 - 2CO: 1B-11, 1G-01, 1G-02, 1G-03, 1G-04, 1G-05, 1G-06, 1G-07, 1G-08, 1G-09, 1G-10, 5E-01
 - 4-APPFS: 1C04, 1C-05, 1C-06, 1C-07, 3A-02, 3A-12, 3D-16
- IV. **PROGRAM ADMINISTRATION AND SUPERVISION**
 - A. The Director of Ministerial, Family and Volunteer Services is responsible for the administration of the Statewide Volunteer Services Program.
 - B. The Assistant Director of Ministerial, Family and Volunteer Services reports to the Director of Ministerial, Family and Volunteer Services, and is responsible for the day-to-day administration of Volunteer Services. The Assistant Director supervises the Regional Coordinators of Correctional Volunteers Services (RCCVS).
 - C. RCCVS provides policy direction and serves as the liaison between Central Office and facility staff. They are program consultants to the Deputy Superintendents for Program Services (DSP), Supervisors of Correctional Facility Volunteer Services (SCFVS), facility staff, community groups, and organizations. They are also responsible for the review of Volunteer Services purchase requests and for monitoring the Volunteer Services Program in their regions.

- D. Facility Superintendents must review each new request for a volunteer, volunteer group, or volunteer program.
- E. DSPs are responsible for the overall management of their facility's Volunteer Services Program and for the activity of the individual assigned as the Volunteer Services Contact Person (VSCP), as well as the Volunteer Staff Supervisors (VSS) who supervise volunteer programs. They assist the SCFVS in identifying Volunteer Services' needs and assure that all required Volunteer Services' reports are submitted in a timely manner. With the SCFVS, they review all applicants with previous convictions and ensure that all volunteers are properly registered. The DSPs are also responsible for ensuring that a current and complete list of active volunteers and volunteer programs is maintained at their facility.

NOTE: The DSP, at a facility where a SCFVS is based, is responsible for the day-to-day supervision of that SCFVS, together with the RCCVS, as well as ensuring that the SCFVS provides adequate, scheduled service to their assigned facilities.

- F. The SCFVS, under the direction of a RCCVS and a DSP, recruits and orients community persons and staff to work as volunteers in a correctional setting. They are also responsible for the completion of the annual "Volunteer Services Program Evaluation," [Form #MFVS3085](#), at each of their assigned facilities and for promoting effective relations between volunteers and staff. They are responsible for training and support of the facility VSCP. They may assist in community/public relations, if so designated by their Superintendent.
- G. The VSCP, appointed by the Superintendent, will be responsible for the coordination of the Volunteer Services Program at each facility. Tasks will include, but not necessarily be limited to: the maintenance, care, and security of volunteer files; the processing of applications; the preparation of Volunteer Services' gate clearances; and the statistical gathering for monthly reports that will need to be reviewed and approved by the DSP. For purposes of supervision, they will report to the DSP and a SCFVS. Their annual performance evaluation should reflect their additional duties as the facility VSCP, with input provided by the SCFVS.
- H. VSSs are responsible for conducting screening interviews using [Form #MFVS3082](#), "Report of Interview of Volunteer Applicant," with potential volunteers who apply to provide a service in their respective program area. They are also responsible for the training and direct supervision of these volunteers and for providing annual volunteer reviews, using [Form #MFVS3086](#), "Volunteer Feedback & Assessment," to the SCFVS for all of their volunteers who provide a service to the facility on a regular basis. They should not supervise more than 40 volunteers.

V. TYPES OF VOLUNTEERS

- A. Volunteer: A volunteer is a person who is authorized to provide a service to the Department or its inmates without compensation from any source. A volunteer is required to comply with the rules, regulations, and guidelines required of Department employees and its volunteers. The Department makes no representations to volunteers about the applicability of either Workers' Compensation benefits or representation and indemnification under the Public Officers Law.

Inquiries should be directed to either the Workers' Compensation Board Bureau of Compliance or to the Office of the Attorney General. A volunteer is subject to all of the policies and procedures as referenced in Section X of this directive and in [Form #4750C](#), "Standards of Conduct for Volunteers Within the New York State Department of Corrections and Community Supervision." Volunteers are expected to support the Departmental Mission and are not to portray the Department in a negative fashion.

1. **Paid Professional:** This category of volunteer often represents his or her employer and provides a service to the Department. These individuals, though paid by their employer to provide the service, are defined as volunteers and registration, orientation, and TB testing requirements are the same as for regular volunteers.

Volunteers providing professional services will be required to provide documentation that they are certified, licensed, and/or otherwise qualified to provide the service for which they are applying.

2. **Department Personnel:** Department personnel may provide a volunteer service if that service is clearly different from their paid work assignment and it has been approved by the Superintendent and the DSP at the facility where the employee works.

NOTE: Former employees who have been terminated, or who have resigned rather than face dismissal, will not be allowed to volunteer.

3. **Foreign National:** A foreign national will be considered for volunteer programs provided they can produce valid identification and documentation that they are in this country legally.
4. **Religious Volunteer and Spiritual Advisor:** All volunteers requesting involvement in religious programs must be reviewed and approved by the Coordinating Chaplain and appropriate Chaplain of the faith group involved, if one is assigned to the facility. As outlined in Section IV-H, the appropriate Chaplain must also conduct a screening interview with the prospective volunteer and document this interview, which will be placed in the volunteer's file. If the volunteer represents a religious organization from the community, but is to be assigned to a non-religious assignment, approval by the facility Coordinating Chaplain and appropriate Chaplain of the faith group is not required. Volunteers representing religious organizations must be advised not to proselytize (attempt to persuade someone to convert to one's faith) among inmates.

A Spiritual Advisor is an individual who, with the written endorsement of a bona fide ecclesiastical body, has been identified as a religious volunteer capable of providing spiritual advice and direction to inmates of that particular faith group on an individual basis.

Spiritual Advisors who have obtained volunteer status approval from the Department must request an exemption from the prohibition concerning visitation, correspondence, and phone calls from inmates as outlined in Section V-C-4-b of this directive. In addition, the following procedures must be followed:

- a. Provide documentation to the Coordinating Chaplain stating that a pastoral relationship with the inmate(s) existed prior to incarceration.

- b. Provide written endorsement from a bona fide ecclesiastical body identifying the volunteer as a cleric or lay person who can function in this capacity.
- c. Provide the Coordinating Chaplain with a written description of the volunteer's activities in the role of Spiritual Advisor, including a list of the names of inmates who will meet with the volunteer. This description must be reviewed by the Chaplain in charge of the faith group involved.

It shall be the responsibility of the Coordinating Chaplain to obtain these documents prior to commencement of an inmate-Spiritual Advisor relationship and maintain said documents for the duration of said service.

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

A review by the SCFVS and the facility DSP will be conducted on all formerly-incarcerated persons, parolees, probationers, and persons with warrants, detainers, Orders of Protection, and open arrests who apply as volunteers. Final approval will rest with the facility Superintendent. Exception to this policy will be given consideration only when substantial, written justification is submitted to the Superintendent or designee.

6. One-Time Volunteer: Individuals who provide a service for special one-time activities, including inmate organization events, family day events, sports activities, theatrical performances, graduations, religious observances, etc., are to be registered as one-time volunteers.

NOTE: One-time refers to only one time in any NYS DOCCS facility (see [Form #4750B](#), "Volunteer Registration Process Chart," for requirements).

[Form #MFVS3080A](#), "Application for One-Time Volunteer Status," must be utilized for one-time volunteers. Subsequent service to a NYS DOCCS facility must be processed as either an occasional or a regular ongoing volunteer utilizing [Form #MFVS3080](#), "Application for Volunteer Status."

7. Occasional Volunteer: Individuals who provide services periodically (six times or fewer per year in a combination of facilities) for Choir/Theatrical Performances, Sports Teams, Resource Fairs, Academic Guest Lecturers, and one-day attendance (eight hours or fewer) at Religious Events (see [Form #4750B](#) for requirements). Approvals for other groups may be obtained by contacting the appropriate RCCVS.

- B. Volunteer Groups: Individuals who enter a facility as part of a community group must individually complete the registration process, unless verification is received that the individual has been registered at another DOCCS facility within the past 12 months.

1. All volunteer groups or organizations must have a Key Volunteer or Program Director, who acts as the designated contact, and the name of this person will be provided to the SCFVS.
2. The Key Volunteer or Program Director shall assist staff in the screening and selection of volunteers who will provide services under the organization's auspices by completing a letter of endorsement for each new volunteer. This letter is to be done on the agency's letterhead and should follow the format provided on [Form #4750A](#), "Volunteer Endorsement Letter." The Superintendent or designee shall have final approval for all volunteers.
3. Any literature or other materials sponsored by the group or organization must be approved in advance by the DSP or designee before distribution to inmates. Material approvals will be subject to a determination of appropriateness. Once the DSP has approved the materials, they should be placed on the gate clearance.
4. Some community groups celebrate special events with food and beverage; however, in the correctional setting, volunteers and staff are prohibited from bringing in food and beverage items, except for their personal consumption during the time they are in the facility. On occasion, the DSP will review and approve a request for a special event (i.e., Kairos Retreat, Residents Encounter Christ (REC), Graduations) and if approved, items will be ordered from the Statewide menu.

- C. Volunteer Requirements

1. Under normal circumstances, the minimum age for a volunteer is 21.
 - a. Exceptions can be made with special approval from the Superintendent for persons ages 17-20 for special one-time programs, as described in Section V-A-6, or for participants in internship programs or youth employment programs.

With regard to internships, all colleges must provide internship paperwork and description of activities.

- b. Volunteers who are 17 or 18 years of age must provide written permission from their parent or legal guardian.
 - c. If approved, volunteers under the age of 21 must be under direct supervision of DOCCS staff at all times while inside the facility.
2. All volunteers providing professional services will require additional screening to ensure that they are certified, licensed, and/or otherwise qualified to provide such services.
3. A volunteer may be turned away from the facility if their manner of dress or appearance causes security or other pertinent concerns. Volunteers must adhere to the dress code outlined in Directive #4403, "Inmate Visitor Program." If turned away for one's dress or appearance, this action should be documented for inclusion in the volunteer's file. Regarding grooming, a male volunteer shall not be subject to the same restrictions on hair length or beards as Department employees.
4. Restrictions: During orientation, volunteers must be cautioned regarding the seriousness of personal/emotional involvement with inmates. This will include visiting, corresponding, and accepting phone calls. In order to avoid any misunderstanding, the following guidelines must be strictly observed:
 - a. Volunteers are prohibited from having any sexual contact or engaging in any sexual conduct with an inmate. DOCCS has a zero tolerance policy for sexual abuse. It is a crime for any employee to engage in sexual conduct or sexual contact with an inmate. For purposes of Penal Law §130.05, an employee also includes any person providing direct services to inmates in a State correctional facility pursuant to a contractual arrangement with the Department or, in the case of a volunteer, a written agreement with the Department.

All volunteer applicants will read the most updated version of the Policy on the Prevention of Sexual Abuse of Inmates. All volunteers are to be provided with training on Directives #4027A, "Sexual Abuse Prevention & Intervention - Inmate-on-Inmate," and #4028A, "Sexual Abuse Prevention & Intervention - Staff-on-Inmate/Staff-on-Parolee." All volunteer applicants must acknowledge receipt in writing that they will be held accountable for and act in accordance with the policy and the law. All volunteer applicants must acknowledge that they understand the Department's zero tolerance policy regarding sexual abuse and sexual harassment and how to report such incidents under DOCCS' sexual abuse and sexual harassment prevention, detection, and response policies and procedures.
 - b. Volunteers are prohibited from corresponding with, visiting with, or accepting telephone calls from inmates at any DOCCS facility unless they receive permission. If a volunteer wishes to seek approval, the volunteer must submit the request and rationale, in writing, to the Superintendent at the facility where he or she is a volunteer. The Superintendent is authorized to deny such requests. The denial should be sent, in writing, to the volunteer and a copy sent to the Director of Ministerial, Family and Volunteer Services.

If the Superintendent supports the request, it should be forwarded to the Director of Ministerial, Family and Volunteer Services for recommendation; after which, it will be forwarded to the Deputy Commissioner for Program Services for final determination.

Prospective volunteers should be asked to disclose whether or not they have any close friends or family members who are incarcerated within the State correctional system at the time of their application/screening.

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

VI. PROCEDURES

- A. Volunteer Program Development: Prior to a new regular ongoing or occasional volunteer program being initiated or changed at any facility, a Program Proposal must be submitted and approved. The most current Program Proposal form can be accessed through the DOCCS Training Folder.
- B. Job Descriptions: A volunteer job description is to be developed before the volunteer begins work. The job description must be developed by the appropriate VSS, and should include the following:
 - 1. A general description of the duties that the volunteer will perform;
 - 2. Meaningful, appropriate, and measurable work activities;
 - 3. Location of the activity and frequency;
 - 4. Name of the VSS; and
 - 5. Name of the program's Key Volunteer.

Volunteer job descriptions shall be signed and agreed upon by the volunteer and the VSS, and a signed copy of the job description shall be on file in the Volunteer Services Office. Volunteers may only serve in the job as described in the file description. Any volunteer who wishes to serve in another job must be approved as described above.

- C. Registration Procedures: Depending on the level of volunteer services provided, the volunteer applicant will complete a registration process that may consist of a volunteer application, Standards of Conduct, a criminal history check, fingerprinting, references, a screening interview, TB test, and ID card. Refer to [Form #4750B](#), which defines the registration procedures required for the level of volunteer activity.

1. Application for Volunteer Status

- a. All volunteer applicants will complete a registration process that will consist of [Form #MFVS3080](#), Part I, "Volunteer Information," and if applicable, Part II, "Criminal History" (see exceptions for government employees with Peace or Police Officer Status on [Form #4750B](#)), and a review and acknowledgement of [Form #4750C](#) and all applicable policies. Volunteers providing professional services should also attach documentation verifying that they are certified or qualified to do so.

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

Section I and II of [Form #MFVS3080](#) must be scanned and filed electronically in a folder with the volunteer's name and facility, created and saved in the shared drive (e.g., Doe, John – Fishkill CF). Then, utilizing the information provided by the volunteer, enter the information into the following link: <http://criminalhistoryrequest/>. When the Criminal History Check Detail, Criminal History Response, and if applicable, Prospective are received, a copy must be filed in the volunteer's electronic folder.

- b. Part III, "Facility Executive Review," of [Form #MFVS3080](#) will be completed by staff and approvals will be obtained from the Superintendent, DSP, and Deputy Superintendent for Security (DSS) prior to the volunteer beginning their service.
- c. Part IV, "Acknowledgement of Orientation," of [Form #MFVS3080](#) will be reviewed for completeness, acknowledged, and signed by the volunteer and SCFVS who conducted the volunteer orientation.

2. Screening Interview: Upon receipt of a volunteer application, prospective volunteers who wish to serve on more than an occasional basis will be screened through an interview process by the appropriate VSS. [Form #MFVS3082](#) will be used as a guide and will be completed during the interview, and a copy shall be placed in the volunteer's file as a reference in approving or disapproving the prospective volunteer's application.

3. Criminal History

- a. A criminal history check will be completed by the Department's Employee Investigation Unit (EIU) on volunteer applicants, including regular ongoing, occasional, and one-time volunteers (see exceptions on [Form #4750B](#)). This process will begin when EIU receives the criminal history request.
- b. For regular ongoing volunteers, fingerprints will be taken by the facility ID Officer. The ID Officer shall verify the identity of the person being fingerprinted, enter all pertinent data following the instructions on the cards, take the prints using the "rolled impression" method in the numbered print blocks and the "plain impression" method in the lower row of blocks, secure the signature of the person being fingerprinted, and then sign as the official taking fingerprints. Two of the following fingerprint cards shall be utilized:

FBI FD-258 Applicant card (blue).

The completed fingerprint cards will then be forwarded to EIU for processing. The following address is to be utilized:

NYS DOCCS Employee Investigation Unit
State Office Campus, Bldg. #2
1220 Washington Avenue
Albany, NY 12226

If fingerprints are rejected for any reason, the SCFVS will be notified.

- c. Applicants for regular ongoing status with derogatory information reported on the EIU criminal history check must wait for the return of their fingerprint report and Superintendent's approval before beginning their volunteer service. Those persons with no derogatory information may begin their volunteer assignment before their fingerprint report is returned.

One-time and occasional applicants with derogatory information will not require fingerprints. EIU checks must be updated on an annual basis.

NOTE: If the criminal history and/or fingerprint reports show a discrepancy in what the volunteer has disclosed, this may result in the volunteer's non-approval, suspension, and/or termination.

- d. EIU must receive the completed fingerprint card within 30 days of conducting a criminal history check. If the fingerprint card is not received within this timeframe, EIU will notify the Director of Ministerial, Family and Volunteer Services on a monthly basis and volunteer assignments may be suspended until the fingerprint card is received.

4. Health Services Screening/Vaccinations

- a. TB Testing: Facilities must strictly adhere to the Department's Division of Health Services' guidelines for TB testing for volunteers, as follows:
 - (1) Any volunteer who will be in any facility once per month or more, and/or have eight hours or more of continuous inmate/staff contact, must be skin tested.
 - (2) Any volunteer who wishes to be skin tested may be tested.
 - (3) Arrangements for skin testing of volunteers will be made through the facility medical department and/or the facility Volunteer Services Contact Person.
 - (4) Volunteers may be tested by their own physicians, if they desire, just as employees may, according to Directive #4322, "Tuberculosis Control Program."
- b. Hepatitis B Vaccine: Anyone who would have reasonable likelihood of exposure to blood or body fluids would be eligible for the vaccine. All persons receiving the vaccine must have bloodborne pathogens training through the facility where they are volunteering before starting the vaccine series of three injections.

5. All volunteer gate clearances should be submitted in a timely manner to allow sufficient time for the DSP or the VSCP to verify that the individuals are properly registered volunteers.
6. Emergency contact information for each volunteer shall be kept on file in the Watch Commander's Office.

D. Volunteer Orientation

1. If approved, the regular ongoing volunteer will be scheduled to attend a volunteer orientation conducted by the facility SCFVS and a member of the security staff. This orientation will cover the "Standards of Conduct for Volunteers," [Form #4750C](#), applicable policies, benefits for volunteers, security issues, health-related issues, and facility-specific information prior to the beginning of the volunteer activity. For occasional, one-time, or government agency volunteers who have Peace or Police Officer status, the orientation will be appropriate to the level of services provided and can be conducted by the DOCCS staff member supervising the event. Facilities will ensure that all regular ongoing volunteers participate in a refresher orientation every 24 months.

E. Training

1. Job-specific training for the volunteer activity will be given by the volunteer's VSS and may or may not include a tour of the facility grounds.
2. Volunteers will be required to attend periodic in-service training consistent with their level of inmate contact. Those identified by the SCFVS as providing services more than nine hours per week will be required to attend trainings offered by the Department. Specific training requirements will be determined by the Director of Ministerial, Family and Volunteer Services after consultation with the Director of the Training Academy (see [Form #4750D](#), "Required Training for Various Categories of Volunteers").
3. All non-Departmental and contracted employees that are assigned to work within DOCCS facilities must adhere to the guidelines outlined in the NYS DOCCS Training Manual Subject 7.150. This policy requires that contracted volunteers complete a standardized 16-hour orientation prior to beginning their service. This orientation is in addition to the volunteer orientation provided by the SCFVS.

VII. PROGRAM MONITORING AND EVALUATION

- A. Supervising, monitoring, evaluating, and reporting on volunteers and volunteer programs is a joint effort among VSSs, the facility VSCPS, and the SCFVS, with oversight provided by the DSP and the RCCVS.
1. The DSP, with final approval of the Superintendent, will determine the VSS for a program.
 2. Annual volunteer reviews are the responsibility of the VSS. [Form #MFVS3086](#) is to be utilized for this review. The primary goal of this review is to receive feedback from the volunteer on any suggested program enhancements and/or volunteer concerns, as well as to show support of the program and its goals. A copy of all reviews will be included in the volunteer's file.

3. Program Proposals will be sent to the appropriate Central Office Division Director, by the Superintendent or designee, for each new program. The DSP will ensure that a file is maintained that includes up-to-date Program Proposals for all regular and occasional volunteer programs, a current list of volunteers, and the names of the Key Volunteers and VSSs. The SCFVS will assist the DSP in maintaining this information.
 4. Annual Program Evaluations, using [Form #MFVS3085](#), will be completed by the facility SCFVS, with copies sent to the facility DSP and RCCVS.
- B. Staff must be aware of their responsibility to supervise volunteers and the programs that are assigned/accepted in their area, and that they must provide the facility Office of Volunteer Services with statistical data on volunteers involved in the program/service.
 - C. The decision regarding which facility staff person will have responsibility for supervising a volunteer or volunteer program rests with the facility Superintendent or designee.
 - D. During periods of facility emergencies, volunteer activity may be suspended or limited. It will be the responsibility of the DSP to ensure that volunteers are notified in a timely manner of any change in the program schedule to avoid any unnecessary travel of the volunteers.
 - E. To ensure that Volunteer Services Programs meet the needs of the inmates and facilities, each program will be evaluated on an annual basis by the facility SCFVS, utilizing [Form #MFVS3085](#). A copy of this evaluation should be made available to the facility DSP and to the RCCVS.

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

As set forth in Section V, the Department recognizes and registers different types of volunteers. A volunteer who provides service to the Department without receiving compensation from any source is, by law, entitled to the benefits set forth in Sections VIII-A-1 and VIII-A-2 below. All volunteers are treated the same with respect to Section VIII-A-3. Those registered as volunteers who receive compensation for their service from some source should direct inquiries regarding Workers' Compensation Law benefits to the Workers' Compensation Board, Bureau of Compliance, and inquiries concerning defense and indemnification to the Office of the Attorney General.

A. Insurance Coverage/Indemnification

1. Workers' Compensation for Volunteers

- a. All volunteers who are registered, oriented, screened for TB, and approved as a volunteer by the facility Superintendent are covered for injuries related to their volunteer work by Workers' Compensation Benefits.

Staff supervising volunteers, must report injuries to volunteers, in accordance with Directive #4065, "Reporting Injuries and Occupational Illnesses," and Directive #2208B, "Workers' Compensation Benefits (Non-Uniformed Employees)."

- b. It should be noted that a volunteer who has been fully registered and approved is eligible for Workers' Compensation, whether the service is performed in the community or in a correctional facility. Contract volunteers who receive an hourly rate for their work will be covered by the contract agency. The job description must indicate the location, within the facility, where the services are to be provided.
 2. Indemnification Coverage for Volunteers
 - a. DOCCS volunteers have been afforded protection from financial loss arising out of a civil action.
 - b. The law provides that the State would save harmless and indemnify volunteers of the Department from financial loss arising out of a judgment in any civil action by reason of a claim of alleged negligence or other act of such person participating in a Volunteer Services program, provided that the damages were sustained while such person was acting in the discharge of his or her duties and within the scope of such duties, and the claim did not result from the willful and wrongful act or gross negligence of such person [Public Officers Law, Section 17].
 - c. The law applies to volunteers authorized to participate in a Volunteer Services program, provided such volunteer gives notice of such claim upon himself or herself within five days of service of such claim upon himself or herself [Public Officers Law, Section 17]. Individuals who have insurance policies that would cover them for claims arising pursuant to the volunteer programs must first use such policies before the State will defend and/or indemnify them.
 3. Diversity Management: All volunteers who are registered and approved are afforded equal opportunity protection in accordance with Directive #2601, "Equal Employment Opportunity & Affirmative Action Program," based on NYS Executive Order No. 6.
- B. Volunteer and Volunteer Staff Supervisor Recognition: Certificates of Appreciation will be awarded to volunteers at an annual recognition ceremony, or at some other suitable occasion. VSSs will also be recognized because their work with volunteers often exceeds their normal full-time duties. Employee evaluations shall reflect this extra effort.
- C. Meals: Volunteers who provide service in a facility and whose volunteer assignment extends over an established meal period or is a minimum of four hours of continuous service may be furnished a meal from the facility Mess Hall. The free meal shall be the same as that provided to the inmate population. Volunteers, with permission from the Superintendent or designee, may be allowed to bring food (i.e., dietary needs/restrictions) for their own consumption.

IX. VOLUNTEER MISCONDUCT

- A. During volunteer orientation, volunteers must be informed that a formal suspension/dismissal procedure exists and what constitutes grounds for suspension and/or dismissal. Grounds for suspension/dismissal of volunteers are usually based on a violation of the "Standards of Conduct for Volunteers," [Form #4750C](#), and all applicable policies, and the nature of such a violation.

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

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

B. Procedure for Suspension/Dismissal

1. Should anyone have a sound reason to question a volunteer's actions, the witnessing party shall report, in writing, all relevant information to the facility SCFVS. A written report will be prepared by the SCFVS and submitted to the facility Superintendent or designee for review and action. Such action may consist of limiting, postponing, or suspending the services of the volunteer. The SCFVS will be consulted during this review. A determination may be made by the facility Superintendent and/or the Director of Ministerial, Family and Volunteer Services to consult and/or include the Department's Office of Special Investigations depending on the nature of the violation. Only the Superintendent or Acting Superintendent has the authority to suspend a volunteer.
2. A volunteer who has been suspended must be notified, in writing, by the facility Superintendent within five days. This letter must inform the volunteer of the allegations, the date of the temporary suspension, and that volunteer activity in all facilities has been suspended pending an investigation. If the volunteer is scheduled to volunteer during the week of the suspension, the SCFVS must call the volunteer to notify them of the suspension, so as to avoid the volunteer arriving at the facility.
3. A copy of the suspension letter, as well as documentation regarding the violation, and a copy of the volunteer's file will be forwarded to the appropriate RCCVS, who will review the contents for completeness and will then review the case with the Assistant Director of Family and Volunteer Services.
4. The RCCVS will discuss the case with the facility Superintendent, who must approve of the final disposition. If there is not a consensus on the final disposition, the Superintendent will consult with the Supervising Superintendent and the Director of Ministerial, Family and Volunteer Services.
5. If the severity of the volunteer's violation warrants Statewide termination, the RCCVS will recommend to the Assistant Director that the volunteer's activity in all DOCCS facilities be terminated. Final decision rests with the Deputy Commissioner for Program Services.

6. The volunteer must receive written notification of the decision directly from the RCCVS. Copies of all relevant paperwork must be forwarded to the Office of Ministerial, Family and Volunteer Services in Albany.
7. The letter must state that the volunteer may appeal, in writing, to the Deputy Commissioner for Program Services within 30 days of receipt of the letter. The Deputy Commissioner for Program Services will then issue a final determination to the volunteer within 30 days of receipt of the appeal.

X. STANDARDS OF CONDUCT FOR VOLUNTEERS AND APPLICABLE POLICIES:

Standards of Conduct for Volunteers are subject to change by the Deputy Commissioner for Program Services. It will be the facility's responsibility to ensure that all active volunteers have been oriented to the new standards, and to ensure that they are followed.

- A. Standards of Conduct for Volunteers and All Applicable Policies: The "Standards of Conduct for Volunteers," [Form #4750C](#), and all applicable policies will be used by all facilities. Standards and policies must be given as part of the orientation of all volunteers and will be presented by staff in a positive manner. Each standard should be explained and clarified so that the volunteer will understand what constitutes good security practices relative to contraband and appropriate type of behavior.
- B. Documentation: The volunteer will acknowledge, in writing, that he or she has in fact been presented with the following policies, understands them, and intends to comply. The signed [Form #MFVS3087](#), "Acknowledgement of 'Standards of Conduct for Volunteers' and All Applicable Policies," must be maintained in the volunteer's file.
 1. [Form #4750C](#), "Standards of Conduct for Volunteers";
 2. Policy on the Prevention of Sexual Abuse of Inmates and copies of Directives #4027A and #4028A;
 3. Policy Statement on Sexual Harassment in the Workplace;
 4. Non-Discrimination in Employment Based on Sexual Orientation and Gender Identity;
 5. Writing Letters of Recommendation for Inmates;
 6. Language Access;
 7. Suicide Prevention Memorandum;
 8. Wrist Watches/Devices Memorandum;
 9. Contraband – Smartglasses Memorandum; and
 10. Clear Bag Memorandum.
- C. New Policies: Volunteers will be informed of new relevant policies that are issued and if requested, provide written acknowledgement of said policy.