NEW YORK STATE | Corrections and Community Supervision

REQUEST FOR APPLICATION (RFA 2021-02 DRAFT)

Community Based Residential Programs (CBRP)

December 2021

The Harriman State Campus, 1220 Washington Avenue, Albany, NY 12226-2050 I www.doccs.ny.gov

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I. PURPOSE

The New York State Department of Corrections and Community Supervision (DOCCS) invites applications from not-for-profit and for-profit providers for the development and operation of Community Based Residential Programs (CBRP) for individuals under Community Supervision. The CBRP is a housing initiative to assist parolees under the jurisdiction of DOCCS to attain stability in the community while providing for individual case needs and community safety. (Note: ñparoleeò as referenced in this agreement and all attachments, incorporates and includes incarcerated individuals transitioned to residential treatment outcount prior to an approved release date.) CBRPs provide food, counseling, and other services such as substance abuse treatment, educational/vocational training, mental health and social services to residents either directly or through referral to credentialed providers. (Note: a CBRP is not to be confused with Substance Use Residential Treatment Programs).

For the initial award, applicants must have the demonstrated ability to start the program on October 1, 2022, or upon approval by the Office of the State Comptroller (OSC). For subsequent awards, applicants must have the demonstrated ability to start the program within 120 days of submitting an application. An approved site visit may be required by DOCCS within 10-days of a tentative contract award notification by the Commissioner.

The initial contract term will be effective October 1, 2022, through September 30, 2027. Subsequent contracts will be termed through September 30, 2027. The components of this RFA are as follows:

A CBRP provides a structured setting and services for a period of up to 120-days, with extensions available upon approval of DOCCSô Re-Entry Contract Manager, to the following client groups:

Client Group A Newly released parolees from state or local correctional facilities who do not have an acceptable residence.

Client Group B Parolees who require increased supervision and structure in order to change behavior patterns which, given case circumstances, may otherwise lead to re-incarceration; and/or require removal from their current living environment due to crisis situations or need for temporary housing.

Client Group C Parolees with mental health, physical and/or medical concerns.

Client Group D Parolees who have a history of sex offense(s) and/or arson.

Many of the parolees have histories of chemical dependency, mental illness, unemployment, health concerns, and substandard housing. They are released

from state or local incarceration after convictions for offenses for which they continue to serve a sentence that was imposed by a local County Court. They generally are returning to the communities where they were residing at the time of their arrest.

DOCCS reserves the right to award more than one contract for a Catchment Area based on the need for residential programs that include Client Group D.

DOCCS seeks to establish Community Based Residential Programs throughout New York State under the following general provisions and designated Catchment areas:

Catchment Areas 2022 - 2027 (Round 1)									
Catchment Area	**Male / Female**	**Located in and Serving Parolees Primarily From ___ County(s)**	**Bed Range**	**Client Group(s)**	**Catchment Area**	**Male / Female**	**Located in and Serving Parolees Primarily From ___ County(s)**	**Bed Range**	**Client Group(s)**
1	Male	Kings	10 to 50	A - D	34	Female	Madison	3 to 10	A - D
		Queens					Oneida		
		Bronx			35	Male	Rensselaer	5 to 10	A - D
		New York			36	Female	Rensselaer	3 to 10	A - D
2	Female	Bronx	3 to 10	A - D	37	Male	Onondaga	8 to 10	A - D
		Queens			38	Female	Onondaga	3 to 10	A - D
		Kings			39	Male	Oswego	5 to 10	A - D
		New York					Jefferson		
3	Male	Richmond	5 to 10	A - D			St. Lawrence		
4	Male	Suffolk	5 to 15	A - D	40	Female	Oswego	3 to 10	A - D
5	Male	Suffolk	5 to 8	D ONLY			Jefferson		
6	Female	Suffolk	3 to 10	A - D			St. Lawrence		
7	Male	Nassau	5 to 15	A - D	41	Male	Monroe	5 to 40	A - D
8	Male	Nassau	5 to 10	D ONLY	42	Female	Monroe	3 to 10	A - D
9	Female	Nassau	3 to 10	A - D	43	Male	Erie	5 to 40	A - D
10	Male	Albany	5 to 20	A - D	44	Female	Erie	3 to 10	A - D
11	Female	Albany	3 to 10	A - D	45	Male	Niagara	5 to 20	A - D
12	Male	Schenectady	5 to 15	A - D	46	Female	Niagara	3 to 10	A - D
13	Female	Schenectady	3 to 10	A - D	47	Male	Broome	5 to 15	A - D
14	Male	Dutchess	5 to 8	A - D	48	Female	Broome	3 to 10	A - D
15	Female	Dutchess	2 to 10	A - D	49	Male	Chemung	5 to 10	A - D
16	Male	Westchester	5 to 12	A - D			Steuben		
17	Female	Westchester	3 to 10	A - D			Yates		
18	Male	Orange	5 to 10	A - D			Schuyler		
19	Female	Orange	3 to 10	A - D	50	Female	Steuben	3 to 10	A - D
20	Male	Rockland	5 to 8	A - D			Chemung		
21	Female	Rockland	3 to 10	A - D			Yates		
22	Male	Rockland	5 to 8	D ONLY			Schuyler		
23	Male	Sullivan	5 to 8	A - D	51	Male	Chautauqua	5 to 10	A - D
24	Male	Sullivan	6 to 8	D ONLY			Cattaraugus		
25	Female	Sullivan	3 to 10	A - D			Allegany		
26	Female	Ulster	3 to 10	A - D	52	Female	Chautauqua	3 to 10	A - D
27	Male	Ulster	5 to 8	A - D			Cattaraugus		
28	Female	Putnam	3 to 10	A - D			Allegany		
29	Male	Putnam	5 to 8	A - D	53	Male	Wayne	3 to 10	A - D
30	Male	Greene	5 to 10	A - D			Wyoming		
		Columbia					Ontario		
31	Male	Warren	5 to 10	A - D			Genesee		
		Washington					Livingston		
		Essex			54	Female	Livingston	3 to 10	A - D
32	Female	Warren	3 to 10	A - D			Genesee		
		Washington					Wyoming		
		Essex					Ontario		
33	Male	Madison	5 to 10	A - D			Wayne		
		Oneida							

Use the Catchment Area designations above to respond to Question 1a in the Application Program Specific Questions. The application evaluation criteria are detailed in Section X, *Evaluation Process*:

- **Only one program site is allowed per application.**
- Separate applications must be submitted for each location within a Catchment Area, or for a location in another Catchment Area.
- Applications must be submitted for the number of beds within the bed range specified for that particular Catchment Area applied for.
- Beds cannot be divided between two or more sites.
- Provider must be able to serve any one client group, any combinations of client groups, or all Client Groups A through D. Specify client group(s) by letter(s).

Please note that a provider can submit more than one application for any Catchment Area; however, each application must be for different physical locations.

II. BACKGROUND AND DEMOGRAPHIC PROFILE

DOCCS is a criminal justice agency responsible for continuum of care from the moment an offender enters the correctional system until the offender successfully completes the required period of community supervision. Release from incarceration may occur by discretionary action of the Parole Board, by statutory release based on ñgood timeò credit (conditional release), or, in the case of determinate sentences, release to post-release supervision. Note that ñparoleeò as referenced in this RFA and all attachments, in addition to its original intent, incorporates and includes incarcerated individuals transitioned to residential treatment outcount prior to an approved release date.

The Mission of DOCCS is:

> ñThe New York State Department of Corrections and Community Supervision, guided by the Departmental Mission, is responsible for the confinement and rehabilitation with approximately 32,000 individuals under custody held at 50 state facilities and supervision of around 32,000 parolees throughout seven regional offices statewide. Our mission is to ensure public safety by operating safe and secure facilities, preparing individuals for release, and then supervising them to be successful when they return home from prison.ò

On January 1, 2021, there were approximately 35,388 offenders under active supervision within New York State. Of these, 94% are male, 48% Black, 22% Hispanic and 26% White. Twenty percent are between 16 and 29 years of age, 33% between 30 and 39 years of age, 21% between 40 and 49, and the remaining 26% are 50 years of age or older. Fifty-two percent have a drug abuse history, 61% have earned their high school diploma or equivalency, and 59% of those able to work are unemployed. The crimes of conviction for 66% of this population involve crimes against persons/violent crimes, 16% involve property/non-violent crimes, 17% involve drug related offenses, and 1% are adjudications as Youthful Offenders or are Juvenile Offenders.

III. WORK PLAN

The required Work Plan is included as *Attachment A* to the RFA **and** included in the *Attachment A-1* on the Grants Gateway.

Please review *Attachment C* carefully and address all corresponding questions in the *Program-Specific Questions*, in the Grants Gateway. Responses should reflect an understanding of the terms and conditions in *Attachment A, Work Plan.*

IV. REQUIREMENTS

Applications must demonstrate the following:

1. To be eligible for an award, DOCCS must receive a current and valid Certificate of Occupancy (COO). In instances where a COO was never required for the property, the vendor must provide a letter from the building department with jurisdiction over property land use confirming that no COO has ever been issued for the property, that the building conforms with local building codes and is safe to be used in the manner intended. Please ensure that the letter specifies the proposed maximum occupancy of the premises.

If the Certificate of Occupancy is not dated within the last five (5) years, the vendor must provide a letter from the municipality in which the residence is located and with jurisdiction over property land use. The letter must include the maximum number of residents that will be allowed to reside at the program site, that the municipality is aware of the proposed use as detailed in your application, that the use is acceptable for the proposed program site and that the building is safe for the use and number of residents.

Finally, if a COO expires during the term of any contract resulting from this solicitation, the vendor must present an updated COO to DOCCS immediately. Lack of proper documentation may result in immediate termination of the contract.

2. The applicant is licensed in New York State, if applicable, to provide the services (e.g., substance use treatment etc.). Copies of licenses must be provided by uploading applicable licenses to the Pre-Submission Uploads page.

3. The bidder can provide the services to parolees as described in Section III, *Work Plan*, and *Attachment A, Work Plan*, in a manner that best meets the needs and operation of DOCCS.

4. The initial program will start on October 1, 2022, contingent on OSC approval of the resulting contract. Subsequent programs will start as noted in Section XI. RFA Questions/Important Dates.

5. The bidderôs background and experience qualify them to provide these services and that they have the fiscal integrity and organizational structure to support this undertaking.

6. The bidder will comply with all standards and appropriate regulations governing contracts with the State of New York.

7. M/WBE Compliance: *(Attachment F)* The contractor is willing to make good faith efforts to promote the use of M/WBEôs and work with DOCCS to achieve M/WBE goals established by this agency - M/WBE Program relative to subcontracting or purchasing of supplies from Minority and Women-Owned Business and as a condition of this procurement, the Grantee and DOCCS agree to be bound by the provisions of Ä316 of Article 15-A of the New York State Executive Law regarding enforcement as stated below:

   Subject to the requirements of Article 15-A of the Executive Law, DOCCS has established MBE (minority-business enterprises) goals of zero (0%) percent, and zero (0%) percent participation for WBE (women-owned business enterprises) of the dollar value of this agreement by certified M/WBEs as subcontractors and suppliers on this project for the provisions of services and materials. Note that percentages may vary according to M/WBE availability and the type of service or commodity DOCCS contracts in certain areas of the state.

   In accordance with Section 312 of Executive Law: Article 15-A, EEO (Equal Employment Opportunity) regulations mandate that all contractors and/or subcontractors as a precondition to entering into a valid and binding State contract shall agree: not to discriminate against any employee or bidder for employment because of race, creed, color, national origin, sex, age, disability or marital status and will undertake or continue existing programs of affirmative action. The contractor and/or subcontractor shall also submit Form EEO-100, *Staffing Plan*, *(Attachment F)* illustrating the anticipated workforce to be utilized on the contract, and an *EEO Policy Statement (Attachment F)*. After the contract is awarded, quarterly compliance reports will be requested from the contractor. Quarterly report forms will be supplied to the Grantee by DOCCSô M/WBE liaison. Applicants can download the *EEO Policy Statement* and the *Staffing Plan* from the *Pre-Submission Uploads* page in the Gateway. Complete the forms and upload the completed forms to the same location of the *Pre-Submission Uploads* page.

   Selected bidders should be prepared to submit Form M/WBE 100, *Utilization Plan,* which meets the goal requirements above within seven (7) business days after date of notification by DOCCS. DOCCSôM/WBE liaison can assist the bidders in identifying certified M/WBE firms within the biddersô geographic areas. For more information on M/WBE, or to locate New York State Certified M/WBEôs, access the directory at: www.esd.ny.gov/MWBE.html

8. 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 (ñM/WBEôs) in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity-building collaborations with M/WBEôs.

Applicants for this Grant Opportunity are required to include as part of the technical application response to this procurement, as described in this RFA herein, the completed *Diversity Practices Questionnaire* as provided by the Division of Minority and Womenôs Business Development. Refer to the instructions on the *Pre-Submission Uploads* page in the Grants Gateway by downloading the *Diversity Practices Questionnaire*, completing the questionnaire, signing, having the signature notarized. Upload the completed, signed and notarized document to the corresponding area on the *Pre-Submission Uploads* page. In addition, applicants must complete the questions in the Grants Gateway included in the *Program-Specific Questions*.

9. SERVICE-DISABLED VETERAN-OWNED BUSINESS (SDVOB)

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

For purposes of this procurement, DOCCS hereby establishes an overall goal of zero (0%) percent for SDVOB participation based on the current availability of qualified SDVOBôs. Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBôs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBôs. Furthermore, bidders/proposers are reminded that they must continue to utilize small,

minority and women-owned businesses consistent with current State law. Utilizing SDVOBõs in State contracts will help create more private sector jobs, rebuild New York Stateõs infrastructure, and maximize economic activity to the mutual benefit of the contractor and its SDVOB partners. SDVOBõs will promote the contractorõs optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated public procurements.

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

10. PRISON RAPE ELIMINATION ACT (PREA)

In accordance with the national Prison Rape Elimination Act (PREA) standards, and binding interpretative guidance issued by the United States Department of Justice, any contract for the confinement of incarcerated individuals or parolees with any private agency or other entity, including another government agency, any community treatment center, halfway house, restitution center, mental health facility, alcohol or drug rehabilitation center, or other community correctional facility (including residential re-entry centers), in which individuals reside as part of a term of imprisonment or as a condition of release or post-release supervision, while participating in gainful employment, employment search efforts, community service, vocational training, treatment, educational programs, or similar facility-approved programs during nonresidential hours. Pursuant to 28 C.F.R. Ä 115.212, any new contract or contract renewal resulting from this Request for Applications shall include the CBRPõs obligation to adopt and comply with the PREA standards 28 C.F.R. Part 115, specifically General Provisions (28 C.F.R. ÄÄ 115.5-6), and Subpart C - Standards for Community Confinement Facilities (28 C.F.R. ÄÄ 115.211-293). You may access the applicable federal regulations using the following link: Community Confinement Standards. Please note that these federal regulations are subject to amendment. The Contractor agrees to achieve full compliance with the PREA standards and any subsequent amendments and will maintain compliance as a condition for continued use of such facility by the contracting agency. As of August 20, 2022, any facility that has been contractually required to comply with PREA for at least 36 months under this or any prior agreement must have achieved and maintained full compliance with the PREA standards, or the contract shall be subject to immediate termination.

Further, the Grantee shall develop a written policy mandating zero tolerance toward all forms of Sexual Abuse, and Sexual Harassment. The Granteeõs policy shall address and meet all requirements of the National Prison Rape Elimination Act Standards for Community Confinement Facilities adopted by

the United States Department of Justice (please refer to the link above) including scheduling the requisite third-party audits.

Any contract or contract renewal resulting from this Request for Applications shall permit agency contract monitoring to ensure that the grantee is complying with the PREA standards and shall require the contractor to comply with PREA audit requirements set forth at 28 C.F.R. Ä 115. 401-405, including coordinating with the Agency PREA Coordinator regarding the dates of all scheduled audits, and providing the Agency PREA Coordinator with the name and contact information of the auditor, a copy of the interim audit report, a copy of any audit corrective action plan, and a copy of the final audit report.

Note that each facility must be audited every three years and one third of all facilities under this contract must be audited each year. The audits will be scheduled after award in conjunction with DOCCS.

If your facility has been certified as PREA compliant, please upload a copy of the certification in the Grants Gateway on *Pre-Submission Upload* screen in the applicable location. Indicate the date of the certification in your response to Question 3i, in the Program-Specific Questions. Should your facility be awarded a contract, you will be required to provide a copy of the audit granting such certification.

Failure to comply with the PREA standards may result in termination of any contract awarded.

11. AMERICAN DISABILITIES ACT PRACTICES (ADA)

Title II of the ADA prohibits public entities (i.e., ñany State [or] local government,ò or any ñinstrumentality of a State oré local governmentò) from discriminating against persons with disabilities. 42 U.S.C. ÄÄ 12131(1) (A)-(B), 12132. The ADA Regulations explicitly state that, ñ[a] public entity, in providing any . . . service, may not, directly *or through contractual . . . arrangements*, [discriminate] on the basis of disability, and therefore, a public entity is obligated to ensure compliance with its Title II obligations, even if a private entity provides the services on behalf of the state.

Where public and private entities act jointly, the public entity must ensure that the relevant requirements of Title II are met; and the private entity must ensure their compliance with Title III. (Attachment J)

12. EXECUTIVE ORDER 26 STATEWIDE LANGUAGE ACCESS (EO 26)

Applicants should review this executive order prior to responding. You may access the executive order on the Governorôs Web site: https://doccs.ny.gov/language-access-0

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.

V. FINANCIAL REQUIREMENTS

1. BUDGET AND NARRATIVE

All contracts will contain an annual expenditure-based budget. In the New York State Grants Gateway, bidders must complete Attachment B-1 Expenditure Based Budget and the Budget Narrative Justification sections ensuring that the completed budget provides the detailed funding required to support the proposed program annually. A detailed narrative justification describing the expense must be provided for each line item of the expenditure budget.

Bidders should include any formulas used to calculate salaries, fringe benefits, non-personal service numbers, third-party revenue, indirect costs and all other funding sources.

Programs failing to submit a comprehensive annual budget proposal (including budget detail sheets, corresponding budget narratives and indirect cost calculation) will be disqualified.

DOCCS will not consider any application with an annual cost per bed to DOCCS which exceeds:

- $26,000 in Catchment Areas 10 ï 15, 18 ï 54
  or
- $29,000 in Catchment Areas 1 ï 9, 16, 17

If your proposed annual cost per bed to DOCCS is more than these levels, your application will be disqualified.

2. INDIRECT COSTS

Bidder must complete the fillable *E-1, Indirect Costs spreadsheet*, located on the *Pre-Submissions Upload* page in the Grants Gateway and upload the completed document to the same location on the Pre-Submission Uploads. If bidder does not have indirect costs, bidder must clearly indicate ñ**not applicable**òon Attachment E1. Failure to do so will result in disqualification. (See Attachment B, Exhibit E1 for sample document).

3. CLAIMS FOR REIMBURSEMENT

Grantee will bill DOCCS monthly for reimbursement of actual and necessary expenses which have been paid during the previous 30-day period. Vouchers will attest to accuracy of reimbursement claims and include all information described in Attachment A, Scope of Services/Work Plan (also Attachment A-1 on the Grants

Gateway). Vouchers submitted for reimbursement should include the Voucher Backup Detail Budget Sheet to detail expense items submitted for reimbursement. Items on the Voucher Backup Detail Budget Sheet should conform to the approved annual budget for the contract term. DOCCS reserves the right to request receipts and supporting documentation for all expenses submitted for reimbursement.

All reimbursement claims should be submitted by the tenth (10th) calendar day of the following month and will be subject to future audit. DOCCS reserves the right to disallow any requests for reimbursement if it is determined that said costs are not either actual or necessary.

4. CASH ADVANCES

Not- for-profit providers can receive fifteen percent (15%) of the annual budget as a cash advance; this cash advance is not considered ñstart-up costs.ò All cash advances will be recouped between the 21st through the 25the month of the contract; or at the discretion of DOCCS, immediately [any time] in the event that the contract is terminated.

5. BUDGET MODIFICATIONS

Contractors will be required to submit a Budget Modification during the 12-month contract year when there are programmatic or line-item adjustments. At the end of each 12-month contract period, Contractors will be required to submit a Budget Modification for the previous year that includes actual expenses for all required budget line-item adjustments.

6. PAYMENTS

Payment for invoices submitted by the Grantee shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissionerôs sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Grantee shall comply with OSCôs procedures to authorize electronic payments. Authorization forms are available at OSCôs website at www.osc.state.ny.us/epay/index.htm. **Grantee acknowledges that it will not receive payment on any invoices submitted under this contract if it does not comply with OSCôs electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.**

VI. LEGAL FORMS (ATTACHMENT G)

A. ALL providers should complete the following forms:

1. Vendor Responsibility Questionnaire

DOCCS recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at Vendor Responsibility Information

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact OSCûs Help Desk at 866-370- 4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website http://osc.state.ny.us/vendrep/forms_vendor.htm or may contact DOCCS for a copy of the paper form.

2. Non-Disclosure Agreement

   DOCCS requires providers to review and sign the Non-Disclosure Agreement. This Agreement sets forth the terms and conditions under which provider will treat NYS DOCCS information *(Attachment G)*. Applicants should upload the completed and signed agreement to the *Pre-Submission Uploads* page.

3. Grants Gateway Prequalification

   All applicants must be registered in the Grants Gateway and not-for-profit organizations **must be prequalified at the time and date that the application is due.** DOCCS will not consider applications received from not-for-profit applicants that are not prequalified in the Grants Gateway by the application due date and time listed in Section XI cannot be considered.

   For more information about Grants Gateway and Prequalification, please visit the Grants Gateway Web site at: http://www.grantsreform.ny.gov/Grantees or contact the Grants Reform Team at: grantsreform@its.ny.gov. The Grants Reform help desk/hotline can be reached at (518) 474-5595.

4. Executive Order Number 177: Bidders must review Executive Order 177 prior to submitting bids/proposals. You may access the executive order on the Governorûs website:
   https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/EO177.pdf.
   Bidders must complete the EO177 Certification form located within this RFA as evidence of compliance with the foregoing and submit with bid/proposal.

B. <u>For-profit Providers ONLY should complete the following forms:</u>

Compliance with State Finance Law Ä139j and Ä139k***** New York State Finance Law Ä139-k (5) requires that every Procurement Contract award subject to the provisions of State Finance Law ÄÄ139-k or 139-j shall contain a certification by the Contractor that all information provided to DOCCS with respect to State Finance Law Ä139-k is complete, true and accurate.

***All For-Profit providers submitting an application pursuant to this RFA must upload the <u>completed *Procurement Lobbying Certification*</u> with their applications. Please download the form from the *Pre-Submission Upload* page in the Gateway application. Upload the completed form to the same location.**

C. Other legal forms that <u>all applicants</u> should complete and upload to the application or at the time of tentative award.

1. All Insurance Requirements including Workersô Compensation NYS Disability Insurance are detailed in RFA 2021-02, *Attachment G, Legal Forms*, and in *Attachment E*, *Insurance Requirements*.

   Applicants who receive awards will be required to upload proof of any required insurance coverage including liability insurance coverage as provided in *Attachment E.*

2. **Sales and Compensating Use Tax Certification Requirements**
   New York State Tax Law Ä 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 contractorôs 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. Upload the signed, notarized, and completed form to the *Pre-Submissions Upload*

page.

Please note that *Form ST-220-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. **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. Upload the completed form as part of your application on the *Pre-Submissions Upload* page. If you do not plan to partner with a NYS business, please indicate this on the form and return it with your proposal.

D. Additional Information for all Applicants

State Finance Law ÄÄ139-j and 139-k, also imposes certain restrictions on communications between DOCCS and Contractors during the procurement process. Potential Contractors are restricted from making contacts from the earliest notice of intent to solicit offers pursuant to the ñRequest for Application (RFA)ò through final award and approval of the Procurement Contract by DOCCS and, if applicable, Office of OSC (ñrestricted periodò) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law Ä139-j(3)(a).

Please note that during the RFA process DOCCS is required to determine the responsibility of ñthe proposed Contractors/Providers.ò Certain findings of non- responsibility can result in rejection for contract award and in the event of two such findings within a four-year period during which the Contractor will be debarred from obtaining governmental Procurement Contracts.

In addition, New York State Finance Law Ä139-k (2) obligates DOCCS to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law Ä139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law Ä163(9). In accordance with State Finance Law Ä139-k, potential Contractor must be asked to disclose if there has been a finding of non- responsibility made within the previous four (4) years by the Department due to: (a) a violation of State Finance to DOCCS. The terms ñOffererò and

ñGovernmental Entityò are defined in State Finance Law Ä 139-k (1). State Finance Law Ä139-j sets forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law Ä139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law Ä139-k (3) mandates consideration of whether a Contractor fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Contractor that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Contractor is necessary to protect public property or public health safety, and that the Contractor is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

DOCCS must obtain the required certifications that the information in your application is complete, true and accurate and if any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law Ä139-j exist.

VII. PROGRAM FORMS

Please review the forms included in *Attachment H, Program Forms*. The forms are referenced in *Attachment A, Work Plan,* and will be used for the resulting contracted programs. Please note that the forms are subject to updates.

VIII. STIPULATIONS

A. Issuance of this RFA does not commit DOCCS to award a contract or to pay any costs involved in preparation of applications. All applications are submitted at the sole responsibility of the bidder.

B. Regarding this RFA process you may only contact the designated staff in the Contract Procurement Unit during the restricted period. Please submit queries to Frank Arpey at frank.arpey@doccs.ny.gov or Joanne Hughes at joanne.hughes@doccs.ny.gov. Include *RFA 2021-02* in the subject line.

C. As stated on Page 7, IV, *Requirements*, A., to be eligible for an award, DOCCS must receive a current and valid Certificate of Occupancy (COO). In instances where a COO was never required for the property, the vendor must provide a letter from the building department with jurisdiction over property land use confirming that no COO has ever been issued for the property, that the building conforms with local building codes and is safe to be used in the manner

intended. Please ensure that the letter specifies the proposed maximum occupancy of the premises.

If the Certificate of Occupancy is not dated within the last five (5) years, the vendor must provide a letter from the municipality in which the residence is located and with jurisdiction over property land use. The letter must include the maximum number of residents that will be allowed to reside at the program site, that the municipality is aware of the proposed use as detailed in your application, that the use is acceptable for the proposed program site and that the building is safe for the use and number of residents.

Finally, if a COO expires during the term of any contract resulting from this solicitation, the vendor must present an updated COO to DOCCS immediately. Lack of proper documentation may result in immediate termination of the contract.

If awarded, and grantee is not able to start the initial program on October 1, 2022, DOCCS has the right to withdraw its award. The application with the second highest point allocation for said Catchment Area will then be awarded a contract. If there is not a second application to award in that Catchment Area, DOCCS has the right to either make an award to the highest scoring application in the Catchment Area county with the greatest need (as determined by DOCCS), or not make another award. For subsequent awards, applicants must have the demonstrated ability to start the program within 120 days of submitting an application.

D. DOCCS reserves the right to the following:

1. At any time, amend RFA specifications to correct errors or oversights, and to supply additional information as it becomes available. All bidders should monitor the Grants Gateway, the NYS Contract Reporter and/or the NYS DOCCS Web site for any amendments, clarifications or additional information issued if applicable.
2. Seek clarifications and revisions of applications.
3. Change any of the scheduled dates stated herein.
4. Disqualify applications that fail to meet mandatory requirements.
5. Request any non-mandatory documents from bidder.
6. Amend, modify, or withdraw this RFA at any time and without notice or liability to any bidder or other parties for expenses incurred in preparation of an application.
7. Not to proceed with an award or withdraw any tentative awards made as a result of this Solicitation.
8. Reject any and all applications received in response to the RFA.
9. Make an award under the RFA in whole, or in part.
10. Use application 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 RFA.

11. Prior to the bid opening, direct bidders to submit application modifications addressing subsequent RFA amendments.
12. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders.
13. Waive any requirements that are not material.
14. Award more than one contract for any Catchment Area if Client Group D is included in the application.
15. Negotiate with a successful bidder within the scope of the RFA in the best interests of the State.
16. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder.
17. Utilize any and all ideas submitted in the applications received.
18. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 180 days from the bid opening.
19. 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 offererôs application and/or to determine an offererôs compliance with the requirements of the solicitation.

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

F. Bidders may propose to partner or subcontract with other entities to meet the terms of this RFA. For purposes of this RFA, DOCCS allows subcontracting; however, both the primary and the not-for-profit subcontracting entities must be prequalified in the NYS Grants Gateway at the time of application submission. In such a case, however, DOCCS will only communicate with the bidder, not the partner or sub-contractor. If bidder proposing such a relationship is awarded, the partner or subcontractor will be required to complete a *Vendor Responsibility Questionnaire*, if applicable.

G. Successful applicants will be required to assure compliance with certain provisions required by both state and federal Law. These include, but are not limited to, assurance of non-discrimination, affirmative action in hiring and provision of services, and the protection of client records as required by law and regulation. Applications from Minority and Women-Owned Enterprises are encouraged.

H. Applicants must represent that the services provided are secular and provided without regard to religious, ethnic, or gender factor, and do not directly or indirectly favor or foster a single sectarian view or religion. Faith-based applicants must ensure that parolees will not be mandated to participate in

religious functions.

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

J. Information regarding current contracts may be requested under the Freedom of Information Law (FOIL). FOIL requests should be submitted to DOCCS Records Access Officer. Specific filing information can be obtained at https://doccs.ny.gov/freedom-information-law-foil Information may be provided once the entire procurement process has been completed and formally approved by the appropriate state agencies.

K. Any negotiated contract must conform to the laws of New York State and will be subject to approval by the Department of Law and OSC. The contract will not be effective until approval has been granted by the Department of Law and OSC.

L. Information regarding the procurement procedure and New York State Procurement Guidelines of the State Procurement Counsel may be found on the Office of General Services Procurement Services webpage, https://www.ogs.state.ny.us/BU/PC/.

M. AGENCY TERMINATION

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

Event of default: The contract resulting from this RFA may be terminated in the event of breach of any of its provisions by the Contractor, or if the Contractorôs Services are deemed unsatisfactory in DOCCSôs sole discretion, due to Contractorôs fault or negligence, or that of its officers, employees, subcontractors, agents, licensees, licensors, or affiliates. In such event, DOCCS will send a written cure notice in accordance with the Notice provisions of the contract, and Contractor shall have thirty (30) days to correct the deficiencies noted. If the deficiencies are not corrected, DOCCS may terminate this contract immediately upon written notice.

Deficient Certifications: If the awarded contract has a value greater than $15,000, DOCCS shall have the right to terminate in the event the State Finance Law sections 139-j and 139-k certifications executed by the Contractor are found to be false or incomplete. If the contract has a value of greater than $100,000 and Contractorôs sales for the immediately preceding four quarters were greater than $300,000, or if the contract has a value of $125,000 or greater, DOCCS shall have the right to terminate in the event the

successful bidderôs Department of Taxation and Finance Contractor Certification Form, ST 220-CA, statements are found to be false or incomplete.

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

DOCCS may terminate the awarded contract, upon written notice, in the event of any of the following: (1) Contractor makes an assignment for the benefit of creditors; (ii) a petition in bankruptcy or any insolvency proceeding is filed by or against Contractor and is not dismissed within thirty (30) days from the date of filing; or (iii) all or substantially all of Contractorôs property is levied upon or sold in any judicial proceeding.

DOCCS reserves the right to terminate immediately for cause.

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

DOCCS reserves the right to terminate the resulting AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with NYS Finance Law Sections 139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, DOCCS may exercise its termination right by providing written notification to the CONTRACTOR/GRANTEE in accordance with the written notification terms of this AGREEMENT.

In the event of the termination of the resulting AGREEMENT by either party, DOCCS shall be liable for the actual and necessary expenses for services provided by CONTRACTOR up to and including the effective date of termination.

N. Procurement Lobbying Termination: DOCCS reserves the right to terminate the resulting contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law Ä139-k was intentionally false or intentionally incomplete. Upon such finding, DOCCS may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of the resulting contract.

IX. APPLICATION SUBMISSION

Applications must be submitted in accordance with the following format:

A. Applications must address all Program-Specific Questions based on the details in Section III and in *Attachment A, Work Plan,* of this RFA. Accordingly, responses to all questions in the *Program-Specific Questions* are to be completed in the Grants Gateway application.

B. Submitted applications must include the documentation identified in the following pass/fail checklist as mandatory (★). Failure to submit any mandatory requirements in the application will result in rejection.

Pass/Fail Checklist - ★Mandatory Requirements

- ★ **Indirect Cost Calculation Form *(Attachment E-1)***
- ★ **Applications must be submitted for the number of beds within the bed range specified for the Catchment Area applied for.**
- ★ **Applicant must complete a narrative/justification for each line item in the budget.**
- ★ **Applicant must complete the budget summary worksheet (Attachment K) detailing that the application does not exceed**
  - ***$26,000 in Catchment Areas:* 10 – 15, 18 – 54**

    or
  - ***$29,000 in Catchment Areas* 1 – 9, 16, 17**
- ★ **Staffing plan must include 24/7 on-site staff coverage for safety and control.**
- ★ **Valid and current Certificate of Occupancy as specified in Section IV.1.**
- ★ **Food services must include 3 well balanced meals provided onsite per day with nutritious snacks available onsite 24/7 to accommodate off hours and special circumstances.**
- ★ **The demonstrated ability to start the program on October 1, 2022 for initial award and for subsequent awards, applicants must have the demonstrated ability to start the program within 120 days of submitting an application.**
- ★ **Not-for-Profit applicants must be prequalified in the Grants Gateway by the due date of the application. A prequalification status is also requisite for contract approval.**

C. Submitted applications should include the non-mandatory documentation identified below if applicable.

- ✓ Copy of your organizationôs by-laws, list of Board of Directors and Certificate of Incorporation; if applicable (For-Profit only)
- ✓ Copy of any applicable licenses uploaded to the *Pre- Submission Uploads* page.
- ✓ Résumés of staff to provide services (scanned as one document)
- ✓ Proof of extermination services performed within the previous six (6) months uploaded to the applicable *Program Specific Question*.
- ✓ Copies of any written agreements which demonstrate and support

formal linkages for *Program Specific Question # 4c* in the Gateway.

- ✓ Three professional letters of reference (scanned as one document) as part of the response to *Program-Specific Question # 4d* in the Gateway.*Vendor Responsibility Questionnaire* (completed and certified online within six months)
- ✓ FOR-PROFIT PROVIDERS ONLY ï Download, complete, and sign the *Procurement Lobbying Certification* for State Finance Law Ä139j and Ä139k.
- ✓ Upload the completed and signed document to the application in the applicable location on the *Pre-Submission Uploads* page.

X. EVALUATION PROCESS

DOCCS will award contracts based upon evaluation of all aspects of the program according to the needs of the agency and the best interests of the State of New York. Awards will go to providers whose application provides the **best value** as determined by DOCCS, pursuant to NYS Finance Law Ä103 1j. This is defined as the most beneficial **combination of quality and costs** for the services being requested. If two offers are found to be equal, the maximum number of beds 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 three to ten DOCCSô staff members from various DOCCSô offices, will evaluate applications independently to determine which applications are most capable of implementing DOCCSôrequirements based on the following criteria:

Eligibility Review

Each application will be reviewed to ensure that all mandatory requirements are met. Failure to meet any mandatory requirement in the application will result in the application being considered non-responsive, and it will be eliminated from further evaluation. All applications that meet the mandatory requirements will move to the Program Review.

Program Review

The Program Review will consist of an evaluation of your detailed application *Program-Specific Questions* in the Grants Gateway (also see *Attachment C, Program-Specific Questions)*:

I. Catchment Area (0 points)
II. Agency Summary (10 points)
III. Program Information (42 points)
IV. Experience/References (14 points)
V. Program Performance (14 points)
VI. Diversity Practices Questionnaire (2 points)

Points will be awarded for responses in each category as listed above using predetermined rating scales. The resulting Program Review scores will be calculated by adding the total points from each reviewer and dividing that number by the total number of reviewers. This will create an average score for all reviewersô totals. The highest possible score is 82 points. A passing score of at least 57 points will be required to advance to the next level of review.

Cost Review

The Cost Review will consist of an evaluation of your program budget as detailed below:

Budget/Fiscal (20 points)

Programs are required to clearly line out an annual budget proposal which includes an expenditure-based budget, corresponding budget narratives, indirect cost calculations and all other funding sources. Programs failing to do so may be disqualified.

The evaluation of the overall cost of each application, including the use of third-party revenue and all other funds will be performed, as follows:

1. The lowest cost/slot proposal in a Catchment area will receive 20 points. Other proposals in that area will receive points in direct proportion to the lowest cost/slot proposal in that area.

2. The cost of each proposal is determined by dividing the total proposed program cost (excluding any projected third-party revenue and all other funds) to DOCCS by the number of proposed residential slots on any given day. For instance, if a programôs total annual cost is $100,000 for 5 beds it is factored out to be $20,000 per bed.

Contract Award

DOCCS seeks to establish a Community Based Residential Program with the maximum number of beds in each designated Catchment Area. However, DOCCS will accept proposals for beds below the maximum, but within the bed range noted for each designated Catchment Area.

Awards will be made to applications with the highest total point allocation, contingent upon a successful site visit. The total point allocation is calculated by adding the sum of an applicationôs score for the Program Review and Cost Review. In the event there are two applications with the same highest total point allocation, the award will be made to the application with the lowest cost per bed, contingent upon a successful site visit. In the event that two applications have the same cost, the award will be made to the application with the maximum number of beds, contingent upon a successful site visit.

If an award is made to a proposal with beds below the maximum for the

catchment area, DOCCS will consider additional award(s) in the area, necessary to fill up to the maximum number of beds, if funding is available.

DOCCS may not have sufficient funding to make an award in all Catchment areas, and DOCCS reserves the right to award more than one contract in any Catchment Area based on availability of services for Client Group D.

XI. RFA QUESTIONS/IMPORTANT DATES

- Applicants can submit questions pertaining to this Grant Opportunity by emailing frank.arpey@doccs.ny.gov or joanne.hughes@doccs.ny.gov. Please include *RFA 2021-02* in the subject line of the email.

- The designated contact for this procurement is Frank Arpey and the alternate contact is Joanne Hughes.
- DOCCS reserves the right to modify the dates below and discontinue accepting applications if it is determined funds are no longer available for award or this methodology no longer serves the purpose for DOCCS.

	Award Round #1	Award Round #2	Award Round #3	Award Round #4	Award Round #5
Questions/Answers Deadline	1/24/2022	11/8/2022	5/8/2023	11/8/2023	5/8/2024
Answers to Questions Available	1/31/2022	11/15/2022	5/15/2023	11/15/2023	5/15/2024
Applications Due	**2/18/2022**	12/2/2022	6/1/2023	12/4/2023	6/3/2024
Contract Start Date	10/01/22	6/1/2023	12/1/2023	6/1/2024	12/1/2024

- All questions must be submitted by **January 24, 2022** in writing via e-mail.

- Answers to all questions will be available on the NYS Contract Reporter and on DOCCSô Website in the following location: https://doccs.ny.gov/procurement-opportunities.

- Applications must be completed on the Grants Gateway by **4:00 PM on the due dates specified above.**

- Tentative award announcements will be made on or before **Friday, May 20, 2022 for Award Round #1.**

- All tentative awards are contingent on successful results of the preliminary site visit.

ATTACHMENT A

WORK PLAN

ATTACHMENT A

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Attachment A

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WORK PLAN

Contents

Attachment A

It shall be understood by all parties that residents will remain under the jurisdiction of the Department of Corrections and Community Supervision (DOCCS). DOCCS will retain all necessary responsibility and authority over the residents. In addition, DOCCS will provide for the monitoring of business management, administration of the program, monitoring of rehabilitation services provided to residents, and periodically conduct on-site program reviews.

The Grantee shall designate an administrative liaison for the program and fiscal management of the contract. DOCCS will designate a Contract Manager on the local level who will coordinate and manage the involvement with the Department and the service provider.

The Grantee shall furnish the necessary facilities, equipment, and personnel to provide for the safekeeping, care, and assistance for persons residing in facilities as required by DOCCS.

Contract objectives and performance measures will be utilized to evaluate Grantee performance throughout the term of the contract.

A. ADMINISTRATION

1. The Grantee shall have a written policy and procedure manual for staff program operation and control. In addition, the Grantee shall develop and issue to each resident a handbook that includes general information about program operation and the residentôs responsibilities in the program. Such materials shall be made available in English and Spanish. In the event that translation/interpretation services are required for other languages, the Grantee will comply with any requests by DOCCS to provide the same, in compliance with https://doccs.ny.gov/language-access-0. Residents will sign a receipt for the handbook and the receipt will be filed in the residentôs case file.

2. Program rules and regulations shall be subject to the approval of DOCCS and must clearly reflect policies regarding resident furloughs and passes as well as visitor policies. No minors under the age of eighteen (18) shall be permitted as visitors to the program unless approved by the Parole Officer (PO)/ Senior Parole Officer (SPO).

3. Upon admission, all residents shall be advised promptly in writing of the house rules, ñcardinal rules,ò or other rules of the program and the programôs discipline system including grievance procedures. This notice will be available in both English and Spanish or where necessary, in accord with EO 26. Each resident will sign a receipt acknowledging understanding the furlough, pass, and visitor policies, and the signed receipt will be filed in the residentôs case file.

4. The Grantee shall attend and participate in meetings with DOCCS staff and other Grantees for training, technical overview of performance under this contract, problems encountered, and recommendations for program improvements.

5. The Commissioner of DOCCS or designee shall have immediate and on-going access to residents and all records, including any electronic records, pertaining to residents. Non-compliance with this section constitutes a violation of the terms of the contract and can result in immediate termination of the contract.

6. No individuals under community supervision shall have the authority to supervise residents. In addition, no residents shall have access to the records of other residents.

7. The Grantee must develop a specific plan, subject to approval by the Contract Manager to search for contraband.

8. The Grantee will maintain a current and valid Certificate of Occupancy (COO). In instances where a COO was never required for the property, the vendor must provide a letter from the building department with jurisdiction over property land use confirming that no COO has ever been issued for the property, that the building conforms with local building codes and is safe to be used in the manner intended. Please ensure that the letter specifies the proposed maximum occupancy of the premises.

   If the Certificate of Occupancy is not dated within the last five (5) years, the vendor must provide a letter from the municipality in which the residence is located and with jurisdiction over property land use. The letter must include the maximum number of residents that will be allowed to reside at the program site, that the municipality is aware of the proposed use as detailed in your application, that the use is acceptable for the proposed program site and that the building is safe for the use and number of residents.

   Finally, if a COO expires during the term of any contract resulting from this solicitation, the vendor must present an updated COO to DOCCS within the preceding 5 days of expiration. Lack of proper documentation may result in immediate termination of the contract.

9. The Grantee shall establish adequate record-keeping systems that will ensure prompt, complete submission of all fiscal and programmatic forms to DOCCS as required on a monthly basis. The Grantee shall maintain adequate documentation to justify all expenses submitted for reimbursement to include payroll records and timesheets for all employees funded under the Grant, invoices, receipts, and cancelled checks. DOCCS reserves the right to request supporting documentation for all expenses submitted for reimbursement.

10. The Grantee shall establish a system of accountability and a method of disposition of Residentsô belongings, in the event of death, abscondence or transfer (Attachment H ï Personal Property Inventory List).

11. The Grantee must maintain a record of any disbursement to residents for authorized transportation expenses (Attachment H ï Transportation Pass Log).

12. Grantee will provide basic necessities to CBRP residents at no cost such as personal hygiene products and cleaning/laundry supplies.

13. Medical Services:

    a. Community-Based Residential Program shall submit to DOCCS a specific plan for a Tuberculosis Control Program approved by local or state health officials, an HIV Prevention and Education Program, and procedures for dealing with medical emergencies. There shall be, as part of this plan, evidence of the availability of emergency medical services (e.g., letter of agreement with community clinic or hospital).

    b. Only medical and dental personnel who are appropriately licensed or certified shall prescribe or administer medical and dental care for residents.

    c. DOCCS does not reimburse Grantee or providers for healthcare expenses.

    d. The Grantee must arrange for Medicaid coverage or other third-party reimbursement for residents if required. Residents that are employed and not eligible for Medicaid or Medicare are responsible for their own health care costs.

    e. The Grantee will provide a locked, secured location for authorized program staff to access and dispense prescribed medications to residents. Medications taken on an as needed basis may be accessed at any time by residents. A medication control log will be kept for the documentation of residentsô receipt of medications (Attachment H ï Medication Log). Please note, the grantee is not responsible for administering the medications. The residents will be responsible for self-administering medications.

14. Food Services:

    a. The Grantee will provide food services for the residents under the DOCCS CBRP that meet state and local standards.

    b. Provisions must be made to ensure that three well-balanced and nutritious meals are provided daily to residents onsite with reasonable convenience, including accommodations for dietary, religious and work/program related needs (i.e. bagged meals).

c. Contracted food services are allowable, provided they meet the requirements set forth in b. above.

d. Residents will have scheduled meals and nutritious snacks available on site on a 24/7 basis to accommodate off hour, special circumstances and/or emergency situations.

e. At no point can the Grantee use gift cards, vouchers, or other means not approved by DOCCS to substitute for providing scheduled meals and nutritious snacks.

15. Americans with Disabilities Act:

The Grantee must adopt and comply with applicable Americans with Disabilities Act (ADA) Standards as detailed in RFA Attachment J.

B. PERSONNEL

1. Each CBRP shall employ staff that is adequate in number to effectively conduct its program. Staffing potentially may include full-time Administrative Director, a full-time Case Manager with experience working with the criminal justice population, and clerical support. The program must also provide 24-hour 7-day-a-week, on-site, staff coverage for safety and control. The Case Manager will conduct needs assessments, develop case management plans, make service referrals, and follow-up to ensure compliance with the referrals made. Staff to resident ratio to be determined with approval of DOCCS.

2. The Grantee shall maintain written job descriptions that accurately describe current duties for all personnel providing services under this contract. The job description shall be given to each employee. Staffing should reflect the diversity of the client population. An ability to serve Spanish-speaking parolees is required as well as the ability to provide interpretation/translation services for other languages as needed in accordance with EEO 26.

3. Pre-approval by DOCCS is required for the hiring of all program staff. No individual who has been convicted of any crime that would bring into question the competence or integrity of the individual to provide services, shall be employed in the CBRP, unless prior written approval is obtained from DOCCS Contract Manager. No individual under active DOCCS supervision is eligible for employment in the CBRP contract program unless prior written authorization is obtained from DOCCS Contract Manager. The Grantee is responsible for all costs associated with background checks for employees.

4. DOCCS must pre-approve in writing all salary establishments and all salary changes (up or down), regardless of funding source. All salary approvals, including hiring, must be done in writing.

5. The Grantee must adopt and comply with the applicable Prison Rape Elimination Act (PREA) Community Confinement Standards as identified in Attachment D.

6. In order to assure that staff members are free from any health problem that is a potential risk to clients or may interfere with the performance of their duties, program staff members are to have an annual medical examination, which includes PPD testing. Documentation must be included in personnel files and available to the Contract Manager for review upon request. The CBRP must provide the Contract Manager on an annual basis with an affirmation that all staff have complied with medical exam and PPD requirements.

7. Contract Standards of Employee Conduct shall include, but are not limited to, the following:

   a. No Grantee employee may fraternize with any resident except in a working relationship, that will further the approved goals of the Granteeôs program. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or non-tangible) gift, favor or service, from any resident or from any residentôs family or close associate no matter how trivial the gift or service may seem. All staff members are required to report to the Program Director any violation or attempted violation of these restrictions. In addition, no staff shall give any gifts, favors or services to residents, their families or close associates, or otherwise display preferential treatment. The Grantee will report any violation or attempted violation to DOCCS.

   b. No individual employed by Grantee shall enter into any business or personal relationships with residents unless in a professional capacity approved in writing by the Grantee. The Grantee will notify the Contract Manager in writing of any such approval.

   c. No Grantee employee shall have any outside contact (other than incidental contact) with a resident, his family or close associates, except for those activities which are an approved, integral part of the program and a part of the employeeôs job description.

   d. Grantee employees are forbidden to engage in any conduct which is criminal in nature or which would bring discredit upon the Grantee.

   e. The Grantee shall notify all employees of the Standards of Employee Conduct and document this notification by having the employee sign and date a written Standards of Employee Conduct Agreement, a copy of which must be kept on file.

   f. Any violation or attempted violation of the restrictions in this section or any arrest of a staff member shall be reported immediately to DOCCS staff. Any failure to report or to take appropriate disciplinary action against an

offending employee may subject the Grantee to sanction.

8. The Grantee may make use of citizen volunteers and/or student interns in the program, with prior DOCCS review and approval. Such volunteers and/or student interns shall be screened as to their background and suitability for such work and shall receive orientation, training, and supervision from the Grantee. They shall be subject to the same standard of conduct as in Section B (5) and (7), above.
9. No Grantee employee shall reside at the Community Based Residential Program.

10. Program staff shall, in the rare instance when deemed necessary by DOCCS, provide testimony and supporting documentation in community supervision revocation proceedings.

C. FACILITY

1. Each Community-Based Residential Program must have safe and adequate facilities to carry out its program. The program site must be located in areas where housing of the client groups to be served would not be in violation of local laws, ordinances or rules. Current COO or equivalent must be posted prominently in the facility. Additionally, the Community-Based Residential Program must adhere to the following minimum space requirements as appropriate to the services provided:

    a. Sleeping area: 80 square feet per resident for single beds, or 60 square feet per resident for two-deck bunks or temporary usage. Maximum dormitory capacity is 24.

    b. Kitchen: 50 square feet

    c. Assembly: 6 square feet per person

    d. Corridor widths: 3 feet minimum

    e. Minimum ceiling height in living areas: 7 feet 6 inches

    f. Minimum ceiling height in corridors: 7 feet 6 inches.

    g. Have a dedicated office space to include a location to secure all resident/parolee files and provide a space to meet with resident/parolee.

2. Each Community-Based Residential Program must be clean, sanitary, safe and suitable for the comfort and care of the residents, and must have the following, as appropriate:

    a. An interior fire alarm system with sound and light sufficient to alert all occupants. The system must be maintained in operating condition.

b. Fire and Safety Inspection Certification must be current, maintained and displayed in a visible area.

c. Sufficient fire extinguishers of appropriate size and type with a tag showing the latest valid recharging date. Extinguishers shall be conspicuously located where they will be readily accessible and immediately available in the event of fire.

d. Smoke and fire barriers of one hour fire rating installed between floors of buildings of more than two stories.

e. Walls and doors of a minimum of one hour fire rating for all corridors of residential buildings of more than two stories.

f. Two means of egress with doors equipped with appropriate hardware and in compliance with the applicable codes.

g. The building will conform to the NYS Uniform Fire Prevention and Building Code (Title 9 NYCRR) occupancy classification for multiple dwellings.

h. Exit signs with legible letters not less than 6 inches high and IJ inch wide strokes, on contrasting backgrounds. Illuminated exit signs of same size letters are required in places of assembly and at exits of residential building corridors and passages. Exit signs must be posted in English and Spanish.

i. Adequate protection from hazards in heater and boiler rooms.

j. A smoke detector and carbon monoxide detector that emits a distinctive signal of its own or activates the fire alarm system, and a direct connection to the local fire department is advisable where available. In its absence, a telephone shall be provided on each floor, with the local fire departmentôs telephone number posted in bold print on a contrasting background.

k. To safeguard residentsô valuables, and to minimize risk of theft, each resident must be provided with an individual locker/individual storage cabinet, with the ability to be locked by key only. (No combinations locks allowed.) Each locker/storage cabinet should be clearly labeled with the individual residentôs name.

l. Adequate lighting, including emergency lighting and ventilation.

m. There shall be a minimum of one toilet and one sink per each 10 residents and a minimum of one tub or shower per each 10 residents. All facilities shall provide sufficient lavatory facilities to ensure the privacy and security of all residents. Transgender and intersex residents shall be given the opportunity to shower separately from other residents.

n. A building heating system capable of supplying sufficient heat to maintain a temperature of 68 degrees Fahrenheit. Thermostats must be locked to maintain temperature.

o. Furnishings that include comfortable beds with bed bug mattress covers. Bed bug mattress covers are to be replaced as required/necessary to ensure that they are undamaged and protective.

p. Bed linens and 3 towels supplied at least weekly, to each resident.

q. Dining space and a comfortable living room with facilities for recreation.

r. An adequate and safe water supply.

s. Adequate equipment to meet daily dietary and nutritional needs on-site.

t. Proper disposal of waste and sewage.

u. Extermination Services Plan addressing how services will be performed and frequency.

v. Specific plan for effectively dealing with possible bedbug or any other kind of insect infestation, subject to the Contract Managerôs approval.

3. Each CBRP shall observe at least all of the following safety precautions:

a. Fire drills, utilizing the interior fire alarm system, shall be conducted every month. The drills shall be held at different times of the day and night when the building is occupied. A written record shall be maintained, indicating the time the drill is held, the number of participants and how long it took to evacuate the building (Attachment H ï Fire Drill Log).

b. Fire regulations and evacuation routes shall be posted, in English and Spanish, in bold print, on contrasting backgrounds and in conspicuous locations.

c. All buildings shall have at least one telephone line.

d. There must be a first aid area equipped with adequate basic first aid supplies.

e. Staff shall be familiar with first aid practices and emergency contact procedures.

f. Employees shall be trained in the use of fire extinguishers and the means of rapidly evacuating the building. Employees trained shall be documented in the fire drill log.

g. Nightlights shall be provided in all hallways and stairways.

h. Shielding shall be provided for all unprotected high-temperature piping, etc., which is located where people can come in contact with exposed surfaces.

i. Unvented open-flamed space heaters shall not be used.

j. Storage of refuse must be in compliance with local fire codes.

k. Residents must not have access to storage areas used for cleaning agents, bleaches, insecticides, or any other poisonous, dangerous or flammable materials unless necessary for work they are performing.

l. There shall be no obstructions to corridors or exits or accumulation of combustible materials in unauthorized areas.

m. Emergency lighting shall have sufficient capability to provide for the safe evacuation of the building, be functional, in compliance with applicable code and inspected annually.

n. When facilities serve both males and females, sleeping areas shall be separated by gender. If services are provided in a multi-agency service facility, the Grantee must provide a plan for approval by the Contact Manager to separate parolee residents from other program residents. In addition, in deciding whether to assign a transgender or intersex resident to a facility or sleeping area for male or female residents, and in making other housing and programming assignments, the agency shall consider on a case-by-case basis whether a placement would ensure the residentôs health and safety, and whether the placement would present management or security problems. A transgender or intersex residentôs own view with respect to his or her own safety shall be given serious consideration.

o. Conduct and record counts of residents after any emergency situation that occurs on site. Record on CBRP Resident Count Form located in Attachment H.

D. REFERRALS

1. DOCCS will prescreen prospective resident referrals according to program eligibility criteria. Parolees are ineligible to be re-admitted into the CBRP for 6 months from their last CBRP discharge date. This would exclude; parole violators, parolees returning from inpatient treatment including medical, mental health or substance abuse treatment and/or parolees with special considerations

such as safety concerns.

2. DOCCS will identify eligible parolees for screening by the Grantee and will provide the Grantee with a DOCCSôCBRP referral form (Attachment H ï CBRP Referral Form), and where appropriate, a copy of the following documents:

   a. Parole Board Report (non-confidential part only)

   b. Any recent Violation of Parole Reports on File

   c. Any recent Mental Health Evaluation (must have signed release of information)

   d. Any recent Comprehensive Medical Screen (must have signed release of information)

   e. Conditions of Release/Special Conditions

   f. Signed Consent Forms

3. A referral acceptance decision to DOCCS is required within five (5) working days or less if required by DOCCS from the receipt of referral package. In any case that is disapproved for acceptance by the Grantee, the Grantee shall provide DOCCS with written reasons for disapproval. Disapprovals by the Grantee will be subject to discussion and review with DOCCS for problem resolution. Exclusions will be determined on a case-by-case basis via consultation between DOCCS and the Grantee. DOCCS will determine appropriate clients for program admission.

4. DOCCS and the Grantee shall agree on the program entry date for prospective residents. The Grantee shall notify DOCCS immediately upon discovery of the paroleeôs failure to report but in no case shall notification be later than within one working day if the parolee fails to report to the CBRP on the appointed program entry date.

5. The resident must remain at the specific CBRP site to which he/she was assigned and shall not be transferred by the Grantee to another residential program without prior notification to and authorization from the PO/SPO.

E. INTAKE / RESIDENT CASE RECORDS

1. The Grantee shall provide locked cabinets, a secure room, or other adequate and appropriate safeguards to minimize the possibility of theft, loss or destruction of resident records.

2. Within 24 hours of admission, an intake assessment will be completed by qualified program staff. This assessment shall include but is not limited to:

a. Personal history including family, vocational, educational, and legal information; and

b. Chemical Dependency history including substances used, onset of use, and any prior treatment history as applicable; and

c. Medical and mental health history, as applicable, including medications; and

d. Other case specific information as applicable.

3. The Grantee will have the resident read and sign all necessary releases for confidential information. No blank or partially completed releases for confidential information will be kept within a resident file. No confidential information will be shared without a signed release of information. Each individual provider will require a separate release of information.

4. Protection of confidentiality for case records is essential. Applicable federal and state law and regulations, including 21 CFR 2 Part 2, and procedures and guidelines must be followed. No records or information concerning residents may be disclosed to the resident or public without prior approval of the Commissioner of DOCCS or designee, nor can any records be released without a fully executed consent form pursuant to 21 CFR 2.31.

5. The resident will be provided with a copy of the resident handbook and copy of program rules and regulations.

6. The Grantee shall maintain a record of all personal articles brought into the facility by resident and stored for the resident by the Grantee; the Grantee shall provide the resident with a receipt for any articles stored by the Grantee, and which are documented on an inventory log (Attachment H ï Personal Property Inventory List).

7. Within five (5) business days of intake assessment, an individual case management and transition plan must be developed for each resident utilizing a form prescribed by DOCCS (Attachment H ï Case Management Action Plan). The plan must be recorded in the case file and approved by the PO/SPO. This plan shall include, at a minimum, long and short term goals to address stabilization and criminogenic needs, such as:

a. Public benefits/entitlements;

b. Housing;

c. Clinical services;

d. Change of attitudes, orientations, and values; and

e. Efforts to promote family reunification(s) where appropriate and where public safety would not otherwise be jeopardized.

8. A case management action plan may be amended at any time, but any such amendment and the reason for it shall be discussed with the PO/SPO, and be recorded in the residentôs case record. Each residentôs case management plan must be reviewed, documented in the case file and approved on a weekly basis by a supervisory staff member, such as Program Director or Case Manager, in order to determine effectiveness of such plan, and current suitability. The residentôs adjustment or progress, including progress in identifying housing options, meeting treatment, employment, vocational and/or educational goals, is to be evaluated on a weekly basis with clinical supervisory review. The resident should be engaged and encouraged to be an active participant in such review. Each review shall be noted in the case file with staff signature, title and date as well as a notation if the parolee participant was unable to participate in the review.

9. Each case is to be reviewed by the Case Manager with the PO/SPO on 30-day intervals from date of admission with a view towards transitioning to permanent housing. Each review shall be noted in the case file with staff signature and date. All efforts and progressions should be noted in the case file. No resident may remain beyond 120 days without the approval of DOCCS, following a formal request to the Contract Manager.

10. Any incidences of failure of the resident to follow the case management action plan must be referred by the Grantee to the PO/SPO with a copy to the Contract Manager for a determination as to the suitability of the resident for retention.

11. The Grantee will forward a copy of the discharge summary to the PO/SPO and Contract Manager within five (5) working days of discharge of the resident from the facility.

12. The Grantee shall maintain a sign-in / sign-out log which residents will be required to use (Attachment H - Sign-In / Sign-Out Log). The PO/SPO shall have immediate access to the log upon request.

13. Grantee will maintain an individual case file for each resident organized as prescribed by DOCCS (Attachment H ï Resident Case Folder Organization and Materials). Each record shall include at a minimum, the following information:

    a. Resident name, DIN, DOB, sex, race, marital status, copy of CBRP referral form, list of emergency contacts and other referral materials;

    b. Copy of intake assessment, including signed acknowledgments indicating that the resident received a copy of program rules and regulations and the program handbook;

c. An individualized case management action plan, including modifications as required, signed by the resident and program staff with a copy to the PO/SPO for approval;

d. Documentation of compliance with case management action plan;

e. All notices of disciplinary action, appeal or related documentation;

f. Results of substance use testing performed;

g. Copies of any consent to release information forms executed by the resident;

h. Copies of all written or telephone correspondence to and from DOCCS;

i. Copies of all PO/SPO approved minor visitors, passes and approved leave beyond curfew or overnight;

j. Copy of any PO/SPO authorized driving privileges;

k. A discharge summary which, at a minimum includes the following information:

1) Resident name

2) DIN

3) Date entered contract program

4) Discharge status

5) Brief narrative describing presenting problem upon entry, case management action plan goals and success in implementing these

6) Discharge plan

7) Date discharged

8) Residence (specify whether live alone, family, with friends, in residential program [include address, phone])

9) Employment (specify employed, unemployed, public assistance, stipend program include employerôs name, address and phone employed)

10) Other (e.g. education; training)

11) Aftercare services required/referrals made

12) Program staff signature / title.

13) Date summary prepared

F. RESOURCES

1. The Grantee shall provide assistance to residents in collaboration with the PO/SPO in obtaining residential opportunities through contacts and linkages with housing agencies and/or community housing resources. The Grantee can fulfill this responsibility directly through resources available within its own residence network, by referral to residential resources available within the community, by exploring opportunities for family reunification as appropriate, or by accessing residential treatment as needed. The Grantee will assist in community transitioning.

2. The Grantee shall ensure that, as appropriate, a comprehensive range of evidence-based services, including but not limited to cognitive-behavioral therapy, chemical dependency treatment, co-occurring disorders treatment, anger management therapy, vocational, educational, employment, legal, mental health, health services, and social services, are made available to each resident as necessary, by appropriately credentialed providers. The Grantee can fulfill this responsibility by identification of need and referral to community resources approved by DOCCS. Support services recommended and utilized shall be documented in each residentôs case record.

3. The Grantee must develop formal linkages with other community providers of services (e.g. health, anger management, mental hygiene, human service providers, local department of Social Services, and local County Re-entry Task Forces where available). Formal linkages may take the form of written agreements or other documentation of established relationships.

4. In accordance with Mental Health Law, for Substance Use Disorder (SUD) treatment provided onsite, grantee must provide an OASAS operating certificate at the time of application. This document will be uploaded to the corresponding Program-Specific Question on the NYS Grants Gateway Grant Opportunity. You may also see Attachment C, *Program-Specific Questions*, IV Experience/References.
   For SUD Services provided offsite, grantee must provide evidence of agreements with OASAS-Certified programs to treat individuals with SUD. (See *Case Management Services,* Item 3, *Chemical Dependency Services,* below.)

5. The Granteeôs program shall include weekly case review with residents relative to

program participation and related goals established at intake. Weekly case review is to be documented in case notes of each resident file with staff signature and date.

6. As indicated by the resident's need(s) and in consultation with the PO/SPO, the Grantee shall provide or arrange for entitlement application assistance, employment assistance and support, savings programs, group counseling, carefully planned community living arrangements which will meet the needs of the individual and their family after release, access to and use of supportive community resources which can be utilized after release, and placement in educational and/or training programs.

7. The Grantee shall provide residents with transportation assistance as appropriate, to include the following:

    a. Arranging for transportation to and from the program in emergency situations;

    b. Transporting residents in order for the residents to secure legal, medical, housing, employment, and/or public assistance services; and/or

    c. Assisting residents to obtain available public or private transportation as appropriate to case needs.

8. The Grantee shall establish procedures subject to the approval of the Contract Manager to ensure that each resident is verified as being present or accounted for at multiple times each day, including day, evening and night hours. The Grantee must document this verification on a basis approved by the Contract Manager. (Attachment H – CBRP Resident Count Report)

G. CASE MANAGEMENT SERVICES

1. Public Benefits: The continuum of treatment services, including chemical dependency, medical and mental health treatment are critical to the stabilization process and are supported by Medicaid for individuals who are unemployed or do not otherwise have medical coverage.

    a. The Grantee will assure that a continuum of care is maintained by assisting the residents, when necessary, with the application for public benefits and submission of same to the appropriate local Social Service District. For those residents that do not require assistance with completing the application, the Grantee will verify with the local Social Service District that the resident has applied, and the Grantee will monitor the status of the application with the local Department of Social Services (DSS). A resident's failure to comply with the DSS mandates should be brought to the attention of the PO/SPO and DOCCS Contract Manager immediately.

b. The Grantee will assure that the resident has the appropriate identification and documentation to apply for public benefits and assist if necessary in securing benefits.

c. The Grantee will assure that each resident is directed to the Department of Social Services within two (2) business days of admission where appropriate.

d. All such efforts to assist with the activation of public benefits will be documented in the residentôs case record.

2. Employment

a. The Grantee shall develop meaningful employment opportunities for residents through contacts and linkages with prospective employers, liaison with community placement services, and development of related supportive resources. Meaningful employment means the matching of jobs to resident needs, aptitudes, desires and capabilities, as well as conformance with the community supervision mandates/special conditions.

b. The Grantee shall ensure that residents are prepared for job seeking. This shall include counseling on how to conduct oneself in an interview and exploration and assessment of the residentôs skills, interests and economic needs that will influence the type of employment that will be suitable. The Grantee will assist residents to obtain the clothing, tools, and/or equipment needed for employment.

c. The Grantee will notify the PO/SPO and Contract Manager of residentôs proposed employment to assure conformance with community supervision mandates.

d. Once a resident is employed, the case manager shall provide skill development in the area of budgeting and money management.

e. The Grantee shall encourage the residents who have gained employment to open up savings accounts at state-licensed banking institutions with the goals of permanent housing, payment of any unpaid reparation, etc. The Grantee shall not collect any fees from residents, nor shall collect, save, or hold any funds for the residents.

3. Chemical Dependency Services

a. Linkages for chemical dependency counseling shall be provided, if mandated by the Parole Board, stipulated by the PO, or indicated by the case management plan. The Case Manager must refer to OASAS-licensed treatment providers. **In accordance with Mental Health Law, for SUD treatment provided onsite, the grantee must provide an OASAS**

operating certificate at the time of application. For SUD Services provided offsite, the grantee must provide evidence of agreements with OASAS-Certified programs to treat individuals with SUD.

b. CBRP Case Manager is responsible to keep the PO/SPO informed of referrals made on residentôs behalf, counseling schedule, plan, and compliance. This information must be recorded in the residentôs case file.

c. In consultation with the PO/SPO, the Grantee shall make arrangements to provide substance use testing for residents as follows, unless otherwise agreed to in writing with DOCCS:

1. All residents will be subject to substance use testing a minimum of once within the first 24 hours of program admission and minimally, once per month thereafter, on an unscheduled basis.

2. Grantee substance use testing policies and procedures must be in writing and are subject to DOCCSôapproval.

3. Substance Use Results ï All substance use test results (positive and negative) will be documented in the residentôs case file and reported to DOCCS on a monthly basis on required reporting forms. Grantee staff shall thoroughly investigate each positive substance use test result to validate the positive finding. The Grantee shall immediately verbally report all positive test results to the PO/SPO, to be followed up in writing within one (1) business day.

4. Residence Development

a. The process for development of permanent housing should be initiated by the Case Manager within the first 30 days of admission.

b. Shelter placement shall not be considered a desirable placement.

c. Permanent Housing placement is subject to final approval of the assigned PO/SPO.

5. Resident Activities

a. The Grantee shall develop a mechanism whereby residents who are not engaged in full-time treatment, employment, training, educational or other approved programming provide an account of their daily activities.

Attachment A

H. COMMUNITY SUPERVISION

1. Each resident is also, as required by State law, under the supervision of a Parole Officer at all times. Parole Officers will provide supervision as required by DOCCS.

2. The PO/SPO has the right to visit the facility and interview residents at any reasonable time and at other times when necessary and shall have immediate access to all records pertaining to each residentôs participation in the program.

3. The PO/SPO has the authority to, and may, search the resident and his/her belongings.

4. The PO shall notify the SPO of any situation that is in violation of the Work Plan. The SPO will report all violations of the Work Plan as appropriate, including notice to the Contract Manager.

5. The PO/SPO and the Program staff shall work collaboratively to provide coordinated linkages to counseling, rehabilitation services, and supervision of residents. At any given time, the PO/SPO may request a meeting with the Case Manager to review case progress of each parolee residing in the program.

6. All requests for residents to be on leave beyond curfew or overnight hours must be filed in the case file, approved by the PO/SPO, and documented in the case file (Attachment H ï Pass Request). In any instance where a resident is absent overnight without authorization, the Grantee shall notify the PO/SPO as soon as possible, but no later than the following business day. Notification efforts can take the form of contacting PO via cell phone, electronic mail, or landline communication. The Grantee shall ensure that the notification has been acknowledged by DOCCS staff. The notification can be verbal, however; it must also be followed up in writing no later than the following business day.

7. No resident will have driving privileges without the written authorization of the PO/SPO. This authorization must be documented in the case folder.

I. REPORTING AND PERFORMANCE MEASURES

1. Reporting of Incidents

    a. The CBRP shall comply with all appropriate reporting requirements established by DOCCS.

    b. The Grantee shall report all unusual incidents involving a resident to the PO/SPO as soon as known with any information requested regarding the unusual incident. DOCCS will provide the Grantee with phone numbers for reporting PREA related incidents, unusual incidents, etc. to include evenings, weekends and holidays. All unusual incidents must be followed

up in writing within 24 hours of initial report utilizing a DOCCS approved form (Attachment H ï Unusual Incident Report Form).

2. For any serious, unusual incidents, the Granteeôs staff on duty shall report to the PO/SPO within 15 minutes of discovery. DOCCS Contract Manager shall be notified within 30 minutes of the initial discovery or as soon as possible after the occurrence of the incident, Grantee staff shall report appropriate details to SPO/ PO. Examples of serious, unusual incidents include but are not limited to the following:

   a. Abscondance or attempted abscondance from a facility.

   b. Death, serious injury or attempted suicide of a resident.

   c. Death or serious injury to an employee.

   d. Death or injury to a visitor or any non-contract resident which occurs on program property.

   e. Any incident that seriously affects the normal operation of a facility, has a significant impact on the image of the program, or where a law enforcement agency is summoned to the program.

   f. Arrest of a resident or staff member or any indication that any law enforcement agency has an interest in or is seeking a resident or staff member as a witness or suspect.

   g. Resident assault on employee, volunteer, visitor or non-contract resident.

   h. Any criminal act committed or alleged to have been committed by a resident or employee or any other person while on program property.

   i. Any assault or attempted assault involving the use of a weapon.

   j. The Grantee shall supply the PO/SPO and Contract Manager with any and all information and reports as requested and as required for DOCCS records.

3. Contractor agrees to fully defend and indemnify DOCCS from any claim or suit resulting from an incident that was not reported in compliance with Notification of Significant Occurrences in the MASTER CONTRACT, III, (H), (page 15) and with section 2 above.

4. Visitation Policies

   The Grantee must establish procedures, subject to approval by DOCCS, in relation

to visitors to the program site.

5. Resident Discipline

   a. The Grantee may utilize graduated responses approved by DOCCS, to address noncompliance, which may result in graduated sanctions such as extra work details, etc., to be determined by the Grantee. This informal resolution shall be handled according to the approved Granteeôs policy.

   b. The Grantee shall provide the PO/SPO/appropriate Community Supervision staff, with Policy and Procedures regarding disciplinary issues, and a list of agreed-upon graduated responses that the Grantee may impose. Changes in this list shall be only with the approval of the PO/SPO and DOCCS Contract Manager. Residents shall be notified of disciplinary action in writing within 24 hours of the occurrence with a copy of this notice forwarded to the PO/SPO.

   c. Violation of the Granteeôs ñcardinal rules,ò prohibited acts, or repeated notice of discipline or appeal shall require a case conference between the resident, program staff and the PO/SPO within 48 hours of notice of violation or appeal to determine whether the resident should be retained in the program and to modify the case management plan as necessary. Residents may appeal in writing to the CBRP Director any sanction imposed within 24 hours of imposition of sanction.

6. Removal Procedures

   If it becomes necessary to remove a resident from the Program, the CBRP Director and PO/SPO will coordinate efforts to effect the removal in a professional manner that minimizes program disruption, as follows:

   a. The Grantee shall not discharge a resident from program without prior discussion with the PO/SPO, unless in emergency situations. In such cases, efforts to contact the PO/SPO by cell phone or email, must continue. Alternatively, the CBRP can contact the Bureau Chief or the DOCCS Command Center at (800) 660-9890.

   b. The Grantee shall not expel a resident from the Program without prior notification to the PO/SPO, except in circumstances where waiting for this notification would otherwise threaten the safety of the resident, program staff, or others. In such cases, notification efforts must be diligently continued via cell phone and email. The Contract Managers is to be copied on this type of communication.

   c. The Grantee shall, upon discharge, coordinate a practical and realistic transition plan with the resident, to avoid homelessness and gaps in care with community-based services, by maximizing the resources available for the benefit of the resident in fostering self-reliance.

d. DOCCS shall have the right to remove from the residence any parolee it deems unqualified for continued program involvement upon notice by the PO/SPO, either in writing or orally, to the Contractor.

7. Reporting and Performance Measures

a. Program Reporting: Grantee shall submit monthly reports concerning program operation to the Contract Manager. Said monthly program reports shall be submitted on Community-Based Residential Program Monthly Statistical Report forms, including the Weekly Referral Tracking Sheet and Census Sheet. These forms shall be fully completed, pursuant to the directions provided, and shall include for all client groups, unless expressly waived by DOCCS in writing, information of all referrals; enrollments and program discharges; a listing by name (using the same name that DOCCS used in making the referral); and NYSID of all enrolled parolees indicating their status dates and outcomes of all drug testing (both positive and negative); a narrative section describing any problems which originated within the program or DOCCS, including the adequacy of the number of referrals, the appropriateness of referrals, communications between the Grantee and DOCCS, meetings between the Grantee and DOCCS, staffing problems, training problems; and any other information that may be requested by DOCCS. The reports shall be submitted in such format as may be requested by DOCCS or on such forms as may be provided by DOCCS. The password for the report will be provided to Grantee by DOCCS Contract Manager. Said reports must be signed by the program coordinator or his/her designee. All monthly reports shall be submitted to DOCCS' Contract Manager by the tenth (10th) calendar day of the following month.

b. Grantee shall, within two (2) working days of discharge of the parolee from the program, forward to the PO/SPO a discharge summary. A copy of the Discharge Summary (Attachment H) must also be submitted to the Contract Manager.

8. It is DOCCS expectation that services provided will have a positive impact on offender issues such as involvement with negative peer associations, anti-social attitudes, beliefs and values as well as issues of homelessness, chemical dependency, employment and sexual abuse.

The Grantee will be required to cooperate with the provision and collection of all information as required by DOCCS to ascertain compliance with the contract.

9. Performance measures shall include, but are not limited to, the following:

   a. Grantee ability to secure or provide programming to address residentsô needs in the areas of chemical dependency, employment, housing, entitlements, and other ancillary services as deemed necessary.

   b. Grantee ability to provide linkages with effective program services that utilize cognitive behavioral therapeutic programming and other evidence-based practices.

   c. Level of Grantee involvement in program design, staff performance and practices related to ensuring that program goals and values are consistent with those of DOCCS.

   d. Level of Grantee ability to incorporate a DOCCS standardized actuarial risk/need assessment instrument (when made available to the Grantee by DOCCS) into practices related to decision-making and service delivery.

   e. Grantee ability to assess staff service delivery skills and to employ educated, experienced staff.

   f. Grantee ability to self-assess program services and ability to make improvements as required.

   g. Grantee ability to provide high levels of advocacy and brokerage on behalf of parolees.

   h. The required monthly reports will be reviewed to determine the number of appropriate placements. Discharges to shelters are not considered appropriate placement.

J. DIVERSITY PRACTICES

Respondents to this procurement shall be required to include as part of the technical application response to this procurement, as described in this RFA herein, questions from the *Diversity Practices Questionnaire* as provided by the Division of Minority and Womenôs Business Development are included in the *Program Specific Questions*. Applicants must complete the responses for questionnaire in the Grants Gateway and upload the completed and signed document in RFA 2021-02, Attachment I. The questionnaire is also included in Pre-Submission Uploads in the Application.

K. ADA REQUIREMENTS

Applicants must complete the *Program Specific Questions* related to requirements

of the Americans with Disability Act in the Grants Gateway. Refer to Attachment J of the RFA 2021-02.

L. ACCEPTANCE OF CONTRACT

Notwithstanding proposal submitted, by accepting this contract the Grantee agrees to and is bound by the terms and conditions of this contract.

ATTACHMENT B

BUDGET
(SAMPLE EXPENDITURE BUDGET & ATTACHMENT E-1)

BUDGET/FISCAL (20 POINTS)

Cost Review
The Cost Review will consist of an evaluation of the following areas in your program budget as detailed below:

A. Budget Detail Sheet and Budget Narrative/Justification Overview
In the New York State Grants Gateway please complete Attachment B-1, Expenditure Based Budget and Budget Narrative Justification sections. The Expenditure-based budget must specifically line out the funding required to support your program annually. Narrative justifications are required for each expense line item. Narrative justifications should provide sufficient details to clearly describe and substantiate the budgeted expense. Please include any formulas used to calculate salaries, fringe benefits, non-personal service numbers, third party revenue, indirect costs and all other funds.

DOCCS will not consider any application with an annual cost per bed to DOCCS which exceeds:

- $26,000 in Catchment Areas 10 ï 15, 18 ï 54

or

- $29,000 in Catchment Areas 1 ï 9, 16, 17

If your proposed annual cost per bed to DOCCS is more than these levels, your application will be disqualified.

If your proposalôs expenditure-based budget, budget narrative/justifications, indirect costs and their calculation and all other funds are not clearly lined out and detailed in your proposal, your proposal may be disqualified.

B. Third Party Revenue Projection Guidelines
All successful contractors will be required to make on-going efforts to receive third party revenue (Housing Assistance funds) during the course of the contract. Obtaining this third-party revenue is not a contractual requirement but making a good faith effort, as determined by DOCCS management.

In your proposal, please specify the procedures that will be employed to obtain third-party funding in the budget narrative justification under Other Narrative. Include the success of your organization in receiving third-party revenue and explain the impact on the proposed program if less third-party revenue than projected is received.

DOCCS will not be in the position to make up any projected third-party revenue that does not materialize and reserves the right to consider this a contractual violation. Be careful to project accurately and take all necessary measures to achieve projected revenue levels. If you are not projecting receipt of third-party revenue, you must explain why. You will still be required to make a good faith effort to receive it during the contract period. If your proposal includes third party revenue, please assume that no more than 50% of clients will be eligible for third party reimbursement at any one time. Revenue

received from third party sources should be used to offset expenses to run the program regardless of the funding provided under this contract.

Third party revenue should be captured on your expenditure-based budget, Attachment B-1 .

1. Projected third party revenue and all other funds will be treated as match funding for the program which has a direct result of reducing the cost to DOCCS. Please complete the Match Worksheet in the Grants Gateway and include all third-party revenue and other fund sources used to support the program as match funds against your budget.

2. Parolees cannot be required to contribute toward your program costs. Any third-party revenue or other funds referencing client (parolee) payments will not be acceptable. DOCCS will not change your proposed cost, and if your program receives an award, you will be required to make up the third-party revenue or other funds in some other way.

C. Indirect Costs (Administrative Overhead)

All proposals must include detailed information to support its indirect costs administrative overhead projection (if included in proposal). Such submission must include a detailed listing of all ñindirect costsò at the major-object level, and the same for all direct program costs for all contractual agreements that your organizations have with other entities (see the attached Exhibit for a sample of the Attachment E-1 for the required format).

Under no circumstances can any costs be split between direct and indirect categories. If more than four programs in addition to the proposed new program are listed, then bidder can consolidate those programs into Column 3 and label it ñAll Other Programsò

In the NYS Grants Gateway, download Attachment E-1, Indirect Costs Excel spreadsheet from the Pre-Submission Uploads page. Complete the form as directed above and upload the completed form to the same location on the Gateway.

Bidders are required to complete Attachment E-1. If you donôt have indirect costs, clearly indicate ñ**not applicable**ò on Attachment E1. Failure to do so will result in disqualification. (See Attachment B, Exhibit E1 for sample document).

Indirect cost should be captured under F) Other Expenses when completing Attachment B-1 Expenditure Based Budget. The narrative justification should include indirect costs and the calculated percentage.

D. PREA Cost Guidelines

Given that PREA audits will not incur an annual cost but will be considered part of providerôs total budget for the life of the contract, it has been determined that expenses associated with PREA audits **will not** be factored into the cost per bed per proposal for purposes of scoring the RFA. Accordingly, bidders are required to submit an annual budget that does not include those costs associated with PREA audits.

PREA audit costs may range depending on the overall bed capacity of a program, and the number of beds that are contracted to DOCCS. Accordingly, DOCCS will reimburse bidders who win an award the actual cost of a PREA audit up to $5,000.00 per audit, in direct proportion to the number of beds contracted to DOCCS against total program capacity. For example, if a provider has a 100 bed program and DOCCS is contracted to pay for 10 beds the provider will be reimbursed 10% of the actual costs associated with the PREA audit.

Reimbursement of actual PREA audit costs will be determined by DOCCS once the PREA audit report and invoice have been submitted to DOCCS by the Contractor. The reimbursement amount will be added to the total contract amount via a contract amendment. Once the amendment is approved by OSC, the Contractor will submit a separate voucher for reimbursement of eligible costs.

It is to be understood that these additional funds are for the sole purpose of supporting PREA audits and will not be used to supplement other program expenses.

In addition to the audit requirements, applicants should consider any additional expenses associated with the Community Confinement Standards that will be the sole responsibility of the provider. Such expenses include, but may not be limited to, the costs associated with background checks pursuant to Section 115.217, Hiring and Promotional Decisions, subparagraphs (c) (1) and (2).

E. Start-up Cost Guidelines

DOCCS requires programs that are fully prepared to operate at maximum capacity on day one of the contract. Accordingly, no start-up costs will be provided and should not be requested as part of your proposal. If start-up costs are included in your proposal, it will be disqualified.

F. Budget Narrative Guidelines

As a guideline, the Budget Narrative should explain, at a minimum, the following and include sufficient details to describe and substantiate the budgeted expenses:

1. Personnel Services Expenditures: Title, Percent charged to DOCCS, responsibilities of each position, the number of employees in each position and their status, full-time or part-time;
2. Fringe Benefits;
3. Contractual/Consultant Services;
4. Real Estate: Square Feet and cost to DOCCS;
5. Travel Expenses;
6. Supplies and Materials;
7. Equipment; and
8. All third-party revenue projections and all other funds

(Note: No parolee payments/ contributions are acceptable as third-party funding or other funds).

G. Budget Evaluation

Programs failing to clearly line out and complete a comprehensive budget proposal (including expenditure-based budget, coinciding budget narratives, indirect cost calculations and all other funds) may be disqualified.

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

1. The proposal with the lowest cost per bed to DOCCS in a catchment area will receive 20 points. Other proposals in that area will receive points in direct proportion to the lowest cost/slot proposal in that area.

2. The cost of each proposal is determined by dividing the total proposed program cost to DOCCS (excluding any projected third-party revenue and all other funds) by the number of proposed residential slots on any given day. For instance, if a programôs total annual cost to DOCCS is $100,000 for 5 beds, it is factored out to be $20,000 per bed.

ATTACHMENT E-1

NYS DOCCS RFA 2021-02
COMMUNITY BASED RESIDENTIAL PROGRAMS
INDIRECT COST CALCULATIONS
EXAMPLE

PROGRAM NAME:	
CATCHMENT AREA:	

Requested Indirect Cost Rate 10%

Backup to support indirect cost rate included in proposal submitted.

1	2	3	4	5	6	7	8
	Direct Costs						
	Proposed DOCCS Program	**City Program**	**Federal Program**	**County Jail Program**	**Total Direct Costs**	**Proposed Indirect Costs**	**Total Costs**
Personal Service							
Salaries	100,000	50,000	200,000	150,000	500,000	*50,000*	550,000
Overtime	10,000	5,000	20,000	10,000	45,000	*5,000*	50,000
Fringe Benefits	20,000	15,000	50,000	40,000	125,000	*20,000*	145,000
NPS							
Supplies & Materials	10,000	10,000	10,000	20,000	50,000	*5,000*	55,000
Travel	10,000	10,000	10,000	10,000	40,000	*5,000*	45,000
Contractual	40,000	10,000	100,000	40,000	190,000	*10,000*	200,000
Equipment	10,000		10,000	30,000	50,000	*5,000*	55,000
Sub Total	**200,000**	**100,000**	**400,000**	**300,000**	**1,000,000**	***100,000***	**1,100,000**
Indirect Costs 10%	***20,000***	***10,000***	***40,000***	***30,000***	***100,000***	***N/A***	**N/A**
Total	**220,000**	**110,000**	**440,000**	**330,000**	**1,100,000**	***N/A***	**N/A**

Indirect Cost rate is the Sub Total in column 7, divided by column 6.
100,000 ÷ 1,000,000 = 10% Accordingly, Indirect costs for proposed DOCCS program are $20,000.

Column 1: These are the major expenditure categories that a program would have.
Column 2: The expenses detailed in your Budget proposal must "roll up" to these exact major expenditure categories.
Column 3: This is an example of direct costs associated with a program with the City of Metropolis.
Column 4: This is an example of direct costs associated with a Federal Program.
Column 5: This is an example of direct costs associated with a program with the County Jail.
Column 6: This is the total of all 3 non DOCCS programs and DOCCS proposed program.
Column 7: These are all of your indirect costs that would support the 3 existing programs and the proposed DOCCS program.
Column 8: Total costs include direct and indirect costs for 3 existing program and the proposed DOCCS program.

ATTACHMENT E-1

NYS DOCCS RFA 2021-02
COMMUNITY BASED RESIDENTIAL PROGRAMS
INDIRECT COST CALCULATIONS
EXAMPLE

PROGRAM NAME:	
CATCHMENT AREA:	

Requested Indirect Cost Rate_____% **NOT APPLICABLE: THERE ARE NO INDIRECT COSTS ASSOCIATED WITH THIS PROGRAM**

1	2	3	4	5	6	7	8
	Direct Costs						
	Proposed DOCCS Program	**City Program**	**Federal Program**	**County Jail Program**	**Total Direct Costs**	**Proposed Indirect Costs**	**Total Costs**
Personal Service							
Salaries							
Overtime							
Fringe Benefits							
NPS							
Supplies & Materials							
Travel							
Contractual							
Equipment							
Sub Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Indirect Costs_____%						***N/A***	**N/A**
Total	**0**	**0**	**0**	**0**	**0**	***N/A***	**N/A**

Indirect Cost rate is column 7, divided by column 6.
_____õ_____=_%

Notes:

ATTACHMENT C
PROGRAM SPECIFIC QUESTIONS

NYS DOCCS RFA 2021 - 02

COMMUNITY BASED RESIDENTIAL PROGRAMS

PROGRAM-SPECIFIC QUESTIONS

Instructions: Provide succinct responses in the Grants Gateway application *Program-Specific Questions* page within the limitations of the individual response fields. Simply answer the questions in the clearest, most direct manner possible. Attach only the requested documents.

I. CATCHMENT AREA (0 POINTS)

A. Specify the Client Group(s) by letter, the specific Catchment Area and specified number of beds for which this application is being submitted. Refer to Request for Applications, Section I, for the Client Groups and the complete Catchment Area listing. Applications must be submitted for the number of beds in the specified bed range for that Catchment Area.

II. AGENCY SUMMARY (10 POINTS)

A. For-Profit applicants should describe your agencyôs mission, structure and experience as a service organization. Attach a copy of your organizationôs by-laws, a list of your Board of Directors and if applicable, include a copy of your Certificate of Incorporation. Not-for-profits entities should have this information/documentation in their document vaults as a pre-requisite for prequalification; therefore, equal points are provided to these entities.
(2 points)

B. Describe your understanding of the program and its objectives as described by DOCCS in Attachment A**. (2 points)**

C. What direct services will your agency provide and specify services that will be met by outside agencies? **(2 points*)***

D. Define the outstanding features of your program that distinguish your agency from other comparable programs. **(4 points)**

III. PROGRAM INFORMATION (42 POINTS)

A. Describe the following:

- The program site location, proximity to public transportation and physical layout including the ability to provide adequate food services. Describe your food service plan in detail.
- For sex offenders in Client Group D, demonstrate compliance with any applicable state and local ordinances.
- The actions that you took to ensure that the community will have no opposition to the program. **(3 points)**

B. Upload as one document a copy of your service agreement or a quote for service from a proposed provider as part of your response to this question in the field provided. Describe policies regarding extermination services at the proposed program site. **(3 points)**

C. Describe the management structure of the proposed program identifying the qualifications and responsibilities of assigned staff, client to staff ratio, and proposed methods to provide 24-hour on-site safety and control. Upload resumes, position titles, and job descriptions as one document as part of your response in the Gateway. Do not include personal information (e.g., social security numbers, phone numbers, home addresses, etc.) **(3 points)**

D. Describe in detail (including gender) all client groups (A through D) that you propose to serve in this CBRP program. What are your programôs exclusionary criteria and the reasons for your inability to serve a particular Client Group? **(6 points)**

E. Describe your drug testing procedures. **(3 points)**

F. Indicate what steps your agency will take to implement this program, prepare for case referral/placement and coordination with DOCCS. **(3 points*)***

G. What other population(s) do you serve, if any, at the same site you propose to provide services to DOCCS? What impact will this have on the proposed CBRP program? Describe in detail the other populations. Are you currently applying or plan to provide other residential services at the proposed site? If so, please describe. **(3 points*)***

H. **(5 points)**

- Describe your agencyôs ability to provide reasonable accommodations and services to individuals with disabilities (See Attachment J). Is the facility accessible to individuals with disabilities, including individuals with mobility issues (i.e., utilizes a wheelchair or crutches, etc.)? If it is not accessible, please explain why.

- Is your facility in compliance with sections 233 and 809 of the 2010 Standards as outlined in Attachment J? If your facility is not in compliance with the 2010 Standards, please explain why it is not.

- Are you equipped to provide services to individuals with vision, hearing, or speech disabilities? What communication services do you provide?

- **What is your policy for service animals? Would you be willing to amend your policy to allow service animals in your facility?**

I. Describe the proposed plan to implement critical elements of case management including intake, use of evidence-based programs, community resources, and discharge planning. **(8 points)**

J. Describe your ability to comply with the requirements of the Prison Rape Elimination Act (PREA). PREA audits must be completed once every three years. DOCCS, in consultation with the awardee, will schedule these audits at the rate of one third of the awardees for each year of the contract. If you are currently certified to be PREA compliant, please upload a copy of your certification to the Pre-Submission Uploads screen. **(5 points)**

IV. EXPERIENCE/REFERENCES (14 POINTS)

A. Describe your agencyôs experience in working with criminal justice populations, specify the total number of years of experience, and identify any current services of a similar nature being provided to other agencies. **(5 points)**

B. Describe any specific programs or services your agency has provided to DOCCS. Provide information on the performance of the program and total number of years of experience, specifically with DOCCS. **(3 points)**

C. Describe your agencyôs experience in identifying community linkages and community placements to criminal justice populations released from Correctional settings. Provide copies of any written agreements which demonstrate and support formal linkages with the local Department of Social Services and County Reentry Task Force and other ancillary community providers. If you propose onsite Substance Use Disorder (SUD)

treatment upload an OASAS operating certificate as a part of the response to this question. **(4 points)**

D. **Upload three professional letters of reference**. Letters should be on official letterhead and include name, address and phone number. References from the Department of Corrections and Community Supervision staff are not acceptable. **(2 points)**

V. PROGRAM PERFORMANCE (14 POINTS)

A. Provide the following information concerning the operation of your program or realistic projection of your proposed program operation. Specify the timeframe on which the data is based or projected and whether criminal justice clients are being served or will be served. **(2 points)**

- **Utilization Rate:** The percentage of your programôs capacity that is or will be utilized.
- **Enrollment Rate:** The percentage of clients referred who are enrolled or will be enrolled once referred.
- **Length of Stay:** The average numbers of days clients remain or will remain in the program.
- **Program Completion Rate:** The percentage of discharged clients who completed or will complete your program.

B. Describe how your organization will periodically assess program performance and how such assessments will be used to improve services and coordination with DOCCS. **(5 points)**

C. Indicate what efforts your organization will employ to maximize participation by clients in the program. Please include specific examples of these efforts. Please describe your efforts toward finding appropriate housing for residents completing your program. **(5 points)**

D. Describe your agencyôs ability to provide electronic monthly program reports and weekly individual progress reports. **(2 points)**

VI. DIVERSITY PRACTICES (2 POINTS)

See Attachment I for more information. Enter responses for the following questions in the Grants Gateway application:

A. 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.

B. 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-ventures, partners or other similar arrangement for the provision of goods or services to your company's clients or customers?

C. 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?

D. Does your company provide technical training 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.

E. Is your company participating in a government approved minority- and women-owned business enterprise mentor-prot®g® program? (Yes or No) If *Yes*, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

F. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? (Yes or No) If *Yes*, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

G. 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.

H. 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.

ATTACHMENT D
PREA

NEW YORK STATE | Corrections and Community Supervision

REPORT OF TRAINING FORM

SEXUAL **A**BUSE **P**REVENTION AND
RESPONSE ï 1 HOUR

CONTRACT PROGRAM NAME: **CONTRACT #:**	**COURSE DATE:**

TIME: BEGIN _____ **END** _____

In accordance with Title 28 C.F.R. 115.31/231(d), by signing below you confirm that you participated in the Prevention of Sexual Abuse ï PREA training program and that you understand the training that you have received.

Employee Name (Please Print)		**Job Title**		**Employee Signature**

Supervisorôs Name **Supervisorôs Signature** (Verification of Completion of Training) **Date**

Please return original form to your NYSDOCCS Reentry Operations Contract Manager.

PLEASE NOTE: New hires need to complete PREA Training before having unsupervised contact with Residents and within thirty days of hire. Refresher PREA Training must be provided annually thereafter.

cc: Employee Personnel File
Program PREA Training File

PRISON RAPE ELIMINATION ACT (PREA) RISK SCREENING FORM – Female Housing
_____ Program

Name:	**NYSID:**	**Check:** ☐ **Initial Assessment within 24 hours** ☐ **Reassessment** (within 14 days) ☐ **Change in Circumstances Reassessment**
Date of Arrival/Change in Circumstances:		

Section A: Risk of Sexual Victimization				Reassess (PCM)
1. **ASK**: Do you have a mental, physical, or developmental disability? (Circle)	Yes	No	No Answer	
2. Age of the resident/parolee:_____. Is the resident/parolee under age18?	Yes	No		
3. Physical Build: Slight/Average/Muscular/Overweight (circle). Is the resident/parolee non-muscular or of small stature?	Yes	No		
4. Has the resident/parolee been incarcerated (prison/jail) for less than 2 years (all incarceration combined)?	Yes	No		
5. Is the resident/parolee's criminal history exclusively nonviolent?	Yes	No		
6. Does the resident/parolee have convictions for sex offenses against an adult or child?	Yes	No		
7a. **ASK**: Are you__gay,__lesbian, or __bisexual, (Mark all that apply and circle "yes".) __ Straight? (If the resident/parolee is straight/heterosexual, circle "no".)	Yes	No	No Answer	
7b. **ASK**: Are you____transgender,____intersex, or _____gender nonconforming/gender nonbinary?	Yes	No	No Answer	*
7c. **ASK**: Do others perceive you to be: ___gay,___lesbian, or___bisexual,___transgender,___intersex, or ____gender nonconforming/gender nonbinary?	Yes	No	No Answer	*
7d. **SUBJECTIVE OBSERVATION:** Based upon your professional experience as the screening staff, does the individual appear to be gender nonconforming (outward gender expression differs from traditional expectations for men and women – dress, grooming, mannerisms may be gender neutral or cross traditional gender expectations)?	Yes	No		
8. **ASK**: Have you previously experienced sexual victimization? If yes, did the victimization occur____during confinement or____in the community? • **If yes, offer to refer the resident/parolee to a local walk in medical clinic and Rape Crisis Services and record answer below.** • **If resident/parolee discloses sexual victimization during confinement in another facility, including a jail or prison, ask if the information was reported to that facility and record answer below. Notify the facility administrator upon completion of the Risk Screening to facilitate required notifications.** Notes: _____	Yes	No	No Answer	
9. **ASK**: Do you perceive yourself to be at risk for sexual victimization? (If yes, please explain.) Notes:_____	Yes	No	No Answer	
Total number of Yes responses:				

If 7 or more Yes responses, or if the answer to question 8 or 9 in Section A above is yes, this resident/parolee may be at "high risk of sexual victimization." The Supervisor must be notified promptly.

Section B: Risk of Sexual Abusiveness (based on available records)				
a. Has the resident/parolee ever been convicted of a crime related to sexual abuse in an institutional setting or in the community?	Yes	No		
b. If the resident/parolee has been convicted of a crime related to sexual abuse, was the victim another inmate, detainee, or resident in an institutional setting?	Yes	No	N/A	
c. Does the resident/parolee have a known history of committing institutional sexual abuse?	Yes	No		
d. Has the resident/parolee been convicted of a violent offense, including the instant offense?	Yes	No		
e. Does the resident/parolee have a known history of committing institutional violence?	Yes	No		
Total number of Yes responses based on available records:				

If 4 or more Yes responses, or if the answer is Yes to question b or c in Section B above, this resident/parolee may be at "high risk of being sexually abusive." The Supervisor must be notified promptly.

Additional comments, observations, or concerns: _____

For prior sexual victimization, *offer* to refer the resident/parolee to a local walk in medical clinic (for an incident during preceding 6 months) and Rape Crisis services. For prior perpetration of sexual abuse, contact Parole Officer.

☐ Offered local walk in medical clinic referral. ☐ resident/parolee declined. ☐ resident/parolee accepted.

☐ Offered local Rape Crisis Program information. ☐ resident/parolee declined. ☐ resident/parolee accepted.

Screening Employee Name:_____Signature:_____Date:_____

Supervisor (name):_____Notified (Date/Time):_____Housing Location Assigned: _____

Final Risk Assessment: ☐ High Risk of Sexual Victimization ☐ High Risk of Being Sexually Abusive ☐Neither

PREA Compliance Manager:_____Signature: _____Date: _____

SCREENING MUST BE CONDUCTED IN A PRIVATE SETTING. RESIDENT/PAROLEE'S MAY NOT BE DISCIPLINED FOR REFUSING TO ANSWER OR PROVIDE COMPLETE RESPONSES TO THESE QUESTIONS. INFORMATION CONTAINED ON THIS FORM SHALL NOT BE DISCLOSED TO ANYONE OTHER THAN TO THE EXTENT NECESSARY TO MAKE SECURITY CLASSIFICATION, HOUSING/PLACEMENT, PROGRAMMING, TREATMENT, INVESTIGATION, AND OTHER SECURITY AND MANAGEMENT DECISIONS.

Distribution: Original - File in CBRP Resident File; Copy – PREA Compliance Manager

PRISON RAPE ELIMINATION ACT (PREA) RISK SCREENING FORM – MALE Housing
_____ Program

Name:	NYSID:	Check: ☐ **Initial Assessment within 24 hours** ☐ **Reassessment** (within 14 days) ☐ **Change in Circumstances Reassessment**
Date of Arrival/Change in Circumstances:		

Section A: Risk of Sexual Victimization				Reassess (PCM)
1. **ASK**: Do you have a mental, physical, or developmental disability? (Circle)	Yes	No	No Answer	
2. Age of the resident/parolee:_____. Is the resident/parolee under age18?	Yes	No		
3. Physical Build: Slight/Average/Muscular/Overweight (circle). Is the resident/parolee non-muscular or of small stature?	Yes	No		
4. Has the resident/parolee been incarcerated (prison/jail) for less than 2 years (all incarceration combined)?	Yes	No		
5. Is the resident/parolee's criminal history exclusively nonviolent?	Yes	No		
6. Does the resident/parolee have convictions for sex offenses against an adult or child?	Yes	No		
7a. **ASK**: Are you__gay,__lesbian, or __bisexual, (Mark all that apply and circle "yes".) __ Straight? (If the resident/parolee is straight/heterosexual, circle "no".)	Yes	No	No Answer	
7b. **ASK**: Are you____transgender,____intersex, or ____gender nonconforming/gender nonbinary?	Yes	No	No Answer	*
7c. **ASK**: Do others perceive you to be:____gay,____lesbian, or____bisexual,____transgender,____intersex, or _____gender nonconforming/gender nonbinary?	Yes	No	No Answer	*
7d. **SUBJECTIVE OBSERVATION:** Based upon your professional experience as the screening staff, does the individual appear to be gender nonconforming (outward gender expression differs from traditional expectations for men and women – dress, grooming, mannerisms may be gender neutral or cross traditional gender expectations)?	Yes	No		
8. **ASK**: Have you previously experienced sexual victimization? If yes, did the victimization occur____during confinement or____in the community? • **If yes, offer to refer the resident/parolee to a local walk in medical clinic and Rape Crisis Services and record answer below.** • **If resident/parolee discloses sexual victimization during confinement in another facility, including a jail or prison, ask if the information was reported to that facility and record answer below. Notify the facility administrator upon completion of the Risk Screening to facilitate required notifications.** Notes: _____	Yes	No	No Answer	
9. **ASK**: Do you perceive yourself to be at risk for sexual victimization? (If yes, please explain.) Notes: _____	Yes	No	No Answer	
Total number of Yes responses:				

If 5 or more Yes responses, or if the answer to question 7b, 7c, 8 or 9 in Section A above is yes, this resident/parolee may be at "high risk of sexual victimization." The Supervisor must be notified promptly.

Section B: Risk of Sexual Abusiveness (based on available records)				
a. Has the resident/parolee ever been convicted of a crime related to sexual abuse in an institutional setting or in the community?	Yes	No		
b. If the resident/parolee has been convicted of a crime related to sexual abuse, was the victim another inmate, detainee, or resident in an institutional setting?	Yes	No	N/A	
c. Does the resident/parolee have a known history of committing institutional sexual abuse?	Yes	No		
d. Has the resident/parolee been convicted of a violent offense, including the instant offense?	Yes	No		
e. Does the resident/parolee have a known history of committing institutional violence?	Yes	No		
Total number of Yes responses based on available records:				

If 4 or more Yes responses, or if the answer is Yes to question b or c in Section B above, this resident/parolee may be at "high risk of being sexually abusive." The Supervisor must be notified promptly.

Additional comments, observations, or concerns: _____

For prior sexual victimization, *offer* to refer the resident/parolee to a local walk in medical clinic (for an incident during preceding 6 months) and Rape Crisis services. For prior perpetration of sexual abuse, contact Parole Officer.

☐ Offered local walk in medical clinic referral. ☐ resident/parolee declined. ☐ resident/parolee accepted.

☐ Offered local Rape Crisis Program information. ☐ resident/parolee declined. ☐ resident/parolee accepted.

Screening Employee Name:_____Signature:_____Date:_____

Supervisor (name):_____Notified (Date/Time):_____Housing Location Assigned: _____

Final Risk Assessment: ☐ High Risk of Sexual Victimization ☐ High Risk of Being Sexually Abusive ☐Neither

PREA Compliance Manager:_____Signature: _____Date: _____

SCREENING MUST BE CONDUCTED IN A PRIVATE SETTING. RESIDENT/PAROLEE'S MAY NOT BE DISCIPLINED FOR REFUSING TO ANSWER OR PROVIDE COMPLETE RESPONSES TO THESE QUESTIONS. INFORMATION CONTAINED ON THIS FORM SHALL NOT BE DISCLOSED TO ANYONE OTHER THAN TO THE EXTENT NECESSARY TO MAKE SECURITY CLASSIFICATION, HOUSING/PLACEMENT, PROGRAMMING, TREATMENT, INVESTIGATION, AND OTHER SECURITY AND MANAGEMENT DECISIONS.

Distribution: Original - File in CBRP Resident File; Copy – PREA Compliance Manager

ATTACHMENT E
INSURANCE REQUIREMENTS

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.

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

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

A. **General Conditions Applicable to Insurance**

All policies of insurance required by this Solicitation or any Contract resulting from this Solicitation shall comply with the following requirements:

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

Certificates of Insurance shall

- Be in the form acceptable to DOCCS and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- Refer to this Solicitation and any Contract resulting from this Solicitation by award 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 Contractorôs insurance, including any umbrella and/or excess policies, and shall not contribute with the Bidder/Contractorôs insurance.

5. **Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this Section at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.

6. **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above $100,000.00 are subject to approval from DOCCS. Such

approval shall not be unreasonably withheld, conditioned, or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request. If the Contractor is unable to meet their obligation under any deductible, self-insured retention or self-insurance, neither the People of the State of New York nor DOCCS will be obligated to drop down to cover those amounts.

7. **Subcontractors.** Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Section and maintain the same in force during the term of any work performed by that Subcontractor.

8. **Waiver of Subrogation**. For all liability policies and the workersôcompensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurerôs 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 DOCCS Procurement Services contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to DOCCS as soon as possible but in no event later than the following time periods:
    - For certificates of insurance: 5 business days
    - For information on self-insurance or self-retention programs: 15 calendar days
    - For other requested documentation evidencing coverage: 15 calendar days
    - For additional insured and waiver of subrogation endorsements: 30 calendar days

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

B. **Insurance Requirements:**

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

Insurance Type		Proof of Coverage is Due
Commercial General Liability	[Not less than $1,000,000 each occurrence]	Upon Notification of Tentative Contract Award.
General Aggregate	$2,000,000	
Products ï Completed Operations Aggregate	$2,000,000	
Personal and Advertising Injury	$1,000,000	
Medical Expenses Limit	$5,000	
Professional Liability Errors and Omissions	$2,000,000**	
Business Automobile Liability Insurance	[Not less than $1,000,000 each occurrence]	
WorkersôCompensation	C-105.2, SI-12, U26.3 or GSI-105.2 (acceptable forms)	Contact your Ins. Carrier or licensed NYS insurance agent for these forms.
Disability Benefits	DB-120.1 or DB-155 (acceptable forms)	

**Must be provided through a Subcontractor should the risk lie in the Subcontractorôs work.

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 ï Completed Operations Aggregate
   - Personal and Advertising Injury
   - Each Occurrence

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

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

- Contractor means and methods].

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

   In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract on a form provided by DOCCS. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to DOCCS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

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

3. **Professional Liability Errors and Omissions:**
   The Contractor and any subcontractor retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract. Professional Liability Insurance in the amount of $2,000,000.00 issued to and covering damage for liability imposed on the Contractor by this contract or law arising out of any negligent act, error, or omission in the rending of or failure to render professional services required by this contract. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase, at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

4. **WorkersôCompensation Insurance and Disability Benefits Requirements:**
   Sections 57 and 220 of the New York State WorkersôCompensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workersô compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. **Failure to provide proper**

proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workersô compensation and disability insurance is provided to DOCCS. Proof of workersô compensation and disability benefits coverage, or proof of exemption must be submitted to DOCCS at the time of Bid submission, policy renewal, contract renewal, and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workersô Compensation Board. **An ACORD form is not acceptable proof of New York State workersô compensation or disability benefits insurance coverage.**

Proof of Compliance with WorkersôCompensation 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 Workersô Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the WorkersôCompensation Boardôs website (www.wcb.ny.gov);
- Form C-105.2 (9/07), *Certificate of Workersô Compensation Insurance*, sent to DOCCS by the Contractorôs 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 WorkersôCompensation Self-Insurance*, available from the New York State WorkersôCompensation Boardôs Self-Insurance Office, or
- Form GSI-105.2, *Certificate of Participation in Workersô Compensation Group Self-Insurance*, available from the Contractorôs 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 Workersô Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the WorkersôCompensation Boardôs website (www.wcb.ny.gov);
- Form DB-120.1, Certificate of Disability Benefits Insurance, sent to DOCCS by the Contractorôs insurance carrier upon request; or
- Form DB-155, Certificate of Disability Benefits Self-Insurance, available from the New York State WorkersôCompensation Boardôs Self-Insurance Office.

An instruction manual clarifying the New York State WorkersôCompensation Law requirements is available for download at the New York State Workersô Compensation Boardôs website, http://www.wcb.ny.gov. Once on the site, click on the Employers/Businesses tab and then click on EmployersôHandbook.

Workers' Compensation - http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp
Disability Benefits - http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp
Exemption - http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

ATTACHMENT F
M/WBE

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 Ä 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.

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 Ä 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 ñgood faith efforts,ò pursuant to 5 NYCRR Ä 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 Contractorôs 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 (ñEEOò)

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 ï Equal Employment Opportunity Policy Statement).

4. The Contractorôs EEO policy statement shall include the following language:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
   b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
   c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
   d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph ñEò 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.

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 Ä 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

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

M/WBE AND EEO POLICY STATEMENT

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

_____

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

M/WBE

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Utilize ESD Directory of State certified M/WBEs and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to increase participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to encourage their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain, or, where appropriate, require its subcontractors to maintain and submit, as required by DOCCS, records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that project payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and/or other credit requirements may be waived and/or appropriate alternatives are developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics, and will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics.

(c) At the request of the contracting agency, this organization shall request that each employment agency, labor union, or authorized representative will not discriminate on the basis of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics, and that such union or representative will affirmatively cooperate in the implementation of this organizationÕs obligations herein.

(d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this_____day of_____, 20____

Sign: _____

Print:_____Title: _____

Minority/ Women Business Enterprise Liaison

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

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

M/WBE Contract Goals

_____% Minority and Womenôs Business Enterprise Participation

_____% Minority Business Enterprise Participation

_____% Womenôs Business Enterprise Participation

_____
(Authorized Representative)

Title: _____

Date: _____

Contact:

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

NEW YORK STATE
DEPARTMENT OF CORRECTIONS
AND COMMUNITY SUPERVISION

M/WBE UTILIZATION PLAN

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

Contactorôs Name: _____
Address: _____
City, State, Zip Code: _____

Federal Identification Number: _____
Solicitation/Contract Number: _____
Telephone Number: _____

Region/Location of Work:

M/WBE Goals in the Contract: MBE_____% WBE____%

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

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

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

NAME AND TITLE OF PREPARER (Print or Type):

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

SIGNATURE AND DATE:

FOR AGENCY USE ONLY	
REVIEWED BY:	**DATE:**

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

Contract No: _____

Contract Award Date: _____

Estimated Date of Completion: _____

Amount Obligated Under the Contract: _____

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

ACCEPTANCE ISSUED: ☐ YES ☐ NO **Date:**_____

Instructions:

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

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

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

NEW YORK STATE
DEPARTMENT OF CORRECTIONS
AND COMMUNITY SUPERVISION

EEO STAFFING PLAN
(EQUAL EMPLOYMENT OPPORTUNITY)

SUBMIT WITH BID OR PROPOSAL

Solicitation No.:	**Reporting Entity:** ☐ Contractor ☐ Subcontractor	Report includes Contractorôs: ☐ Contractorôs workforce to be utilized on this contract ☐ Contractorôs total workforce ☐ Subcontractorôs workforce to be utilized on this contract ☐ Subcontractorôs total workforce
Contractor/Subcontractorôs Name:		**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/Subcontractorôs Address: **FEIN***:* **Telephone NO.:**		

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 (M)	Total Female (F)	White (Not Hispanic/Latino) (M)	(F)	Black (Not Hispanic/Latino) (M)	(F)	Hispanic or Latino (M)	(F)	Asian (Not Hispanic/Latino (M)	(F)	American Indian or Alaskan Native(Not Hispanic/Latino) (M)	(F)	Disabled (M)	(F)	Veteran (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.:** **E-MAIL ADDRESS:**	**DATE:**
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 Contractorôs 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 Contractorôs total workforce, the Offeror shall complete this form for the Contractorôs 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 ñworkòis 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 ñWorkforce by Gender.ò
6. Break down the total workforce by race/ethnic background and enter under the heading ñWorkforce by Race/Ethnic Identification.ò
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 ï (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** - **A**ny 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 G
LEGAL FORMS

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 Ä139-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 Ä139-j (3) and Ä139-j (6) (b).

By:_____ Date:_____

Name: _____ Title: _____

Contractor Name: _____

Contractor Address: _____

Prior Non-Responsibility Determinations ï State Finance Law Ä139-k

M◊ I l·ă l·yê D2ØŜℕyY˙Ŝyű 9yűλúè Y˙l·ŘŜ l· ŦλyŘλyƎ 2Ŧ y2yπℕŜăLJ2yãλōλfλúê l·Ǝl·λyãű űKλă2ℕƎl·yλÎ l·úλ2yĸǑ2Y˙LJl·yêK	**No**	**Yes**
H◊ L Ŧ ěŜăΣ ø l·ă űKŜ ōl·ăλă Ŧ2ℕ űKŜ ŦλyŘλyƎ 2Ŧ y2yπℕŜăLJ2yãλōλfλúê ŘdzŜ ű2 l· Øλ2fl·úλ2y˙2Ŧ {C[ʒмoфπ2 2ℕ ŘdzŜ ű2 űKŜ λyűŜyűλ2yl·f LJℕ2Øλăλ2y˙2Ŧ Ŧl·fãŜ 2ℕ λyǑ2Y˙LJfŜúŜ λyŦ2ℕY˙l·úλ2y˙ű2 l· D2ØŜℕyY˙Ŝyű 9yűλúèK	**No**	**Yes**
O◊ I l·ă l·yê D2ØŜℕyY˙Ŝyű 9yűλúè úŜℕY˙λyl·úŜŘ 2ℕ øλúKKŜfŘ l· LJℕ2ǑdzℕŜY˙Ŝyű Ǒ2yűℕl·Ǒű øλúK űKλă 2ℕƎl·yλÎ l·úλ2yĸǑ2Y˙LJl·yê ŘdzŜ ű2 űKŜ λyűŜyűλ2yl·f LJℕ2Øλăλ2y˙2Ŧ Ŧl·fãŜ 2ℕλyǑ2Y˙LJfŜúŜ λyŦ2ℕY˙l·úλ2yK	**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 Ä139-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 Ä139-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◊

NEW YORK STATE
DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into on the____day of_____, 20__by and between the New York State Department of Corrections and Community Supervision (hereinafter ñDOCCSò), located at The Harriman State Campus, Building 4, 1220 Washington Avenue, Albany, New York 12226 and_____(hereinafter ñRecipientò) located at_____.

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

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

1. Confidential Information
   The Recipient acknowledges that during the course of the engagement at DOCCS, there may be confidential information disclosed to them including, but not limited to: Technical information: methods, processes, formulae, systems, techniques, computer programs, research projects, plans, drawings, blueprints, and design specifications Business information: vendor lists, customer lists, constituent lists, financial data, statistical data, strategic plans, offender/releasee case files and the contents thereof, photographs, laboratory reports, charts, studies, NYSID/DIN Numbers, employee information/personnel files, all information concerning employment applicants, information relating to any victim/family of a victim and/or correspondence, social security numbers, dates of birth, drug and alcohol tests and treatment information, health and/or mental health information including but not limited to, all records subject to the laws, rules, and regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), rap sheets, photos and fingerprint data, documents/data not created by DOCCS, legal documents, correspondence, and litigation files, DOCCS policies, procedures and manuals, equipment used by DOCCS, or information regarding DOCCSôs 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 Recipientôs employees and/or consultants designated by DOCCS having a need of disclosure in connection with Recipientôs 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 DOCCS Confidential Material. Upon DOCCSôs 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. The determination, as to whether information continues to be confidential, is made solely by DOCCS.

7. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) DOCCS, it 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 attorneyõs fees and costs.

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

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

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

RECIPIENT: (_____)

Name
(please print) _____

Signature _____

Title _____

Date _____

NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

Name
(please print) _____

Signature _____

Title _____

Date _____

NEW YORK STATE | Corrections and Community Supervision

NYS REQUIRED CERTIFICATIONS

EXECUTIVE ORDER NO. 177 CERTIFICATION

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

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

Generally, the Human Rights Law applies to:

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

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

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

STATE FINANCE LAW Ä139-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 ï Doing Business As (if applicable)		
Address		
City	**State**	**Zip**

ATTACHMENT H
PROGRAM FORMS

NYS Department of Corrections and Community Supervision

Community Based Residential Program (CBRP) Resident Case Folders Organization and Materials:

Section 1 INTAKE

- DOCCS Referral to CBRP, including Resident Name, DIN, DOB, sex, race, marital status, emergency contacts
- Intake package (Documents noted in CBRP Scope) and Assessment
- Acknowledgement Receipt of Program Handbook
- Acknowledgement Receipt of House Rules/Disciplinary System/Grievance Procedures/Furlough, Pass and Visitor Policies
- Consent to release information form(s)
- PREA Acknowledgement receipt
- Personal Property Receipt(s)
- Copies of Identification (Medicaid, Birth Certificate, DMV ID, Social Security Card Green Card, Work papers, etc.)
- Resident Medication(s) list
- List of contact prohibitions and orders of protection

Section 2 EVALUATION AND TREATMENT

- Substance Abuse needs assessment (if applicable)
- Medical/Mental Health needs assessment (if applicable)
- Employment assessment (if applicable)
- Education (if applicable)
- Housing assessment (if applicable)
- Social Services Benefits (if applicable)
- Identification (if applicable)
- Domestic Violence (if applicable)
- Legal (if applicable) *legal may include criminal, family, immigration or civil court issues*
- Case Management Action Plan (synopsis of needs assessments) which should include the resident and case managerôs signature and a copy should be provided to the PO/SPO for approval
- Assessment to include the following written statements: Problem, Goal, Objective at 30, 60, 90 and 120 day intervals
- Appointment letters and/or introduction letters to CBOôs for referrals the program has facilitated (including CBT)
- Copies of all written or telephone correspondence to and from program referrals

Section 3 COMMUNITY SUPERVISION

- Copies of all written or telephone correspondence to and from DOCCS including Contract Managerâs Extension correspondence
- Copies of all PO/SPO approved minor visitors, passes and approved leave beyond curfew or overnight
- Copy of any PO/SPO authorized driving privileges

Section 4 PROGRAM MATERIALS/REPORTS

- Case work/Progress notes Individual or Group (a Clinical Review by Supervisory Staff should be conducted weekly and may include written suggestions to line staff). All clinical reviews should be signed by supervisory staff.
- CBT group attendance sheet (if CBT is offered in house).
- Notices of disciplinary action, appeal and related documentation
- Toxicology reports/results, both positive and negative
- Documentation regarding efforts to assist with activating public benefits
- Client program and treatment schedule or daily activity sheet
- PREA
- Unusual Incident Reports
- Other correspondence (i.e. pays stubs, interagency, housing applications, etc.)
- Resident discipline appeals
- Resident Discharge Summary

COMMUNITY BASED RESIDENTIAL PROGRAM

MEDICATION LOG

Month / Year: _____

PROGRAM NAME:				CONTRACT #:			
Parolee Name	DIN	Date	Medication	Dosage	Time Given	Staff Member Signature	Parolee Signature

CBRP/PERSONAL PROPERTY INVENTORY LIST

CONTRACT PROGRAM NAME: _____ CONTRACT #: _____

RESIDENT/DIN:

_____

In the event of discharge, I authorize (name & phone) _____ to take possession of the items listed below

as well as any other items left behind. Signature/Date:_____

DATE	ITEM	DESCRIPTION	QTY	COMMENTS	STAFF MEMBER SIGNATURE	RESIDENT SIGNATURE

FF ¦ yŘŜNJ y2 ŐNJŐdzY˘ăűl·yŐŜă l·NJŜ ǿŜl·LJ2yãΣ ŘNJdzƎă 2NJ ŘNJdzƎ LJl·NJl·LJKŜNJyYl·fλl· LJŜNJY˘λűűŜŘΦFF

CKHM

CBRP MONTHLY FIRE DRILL LOG

Year_____

PROGRAM NAME: _____ CONTRACT NUMBER: _____

MONTH	STAFF SIGNATURE	DATE	DRILL START TIME	DRILL END TIME	# OF PARTICIPANTS
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					

If the residence has a direct line to the fire department, the Contractor must notify them **prior** to conducting a drill.

The drills shall be held at different unannounced times when the building is occupied.

UNUSUAL INCIDENT REPORT FORM - CBRP

Program Name: _____ Contract #: _____

DOCCS INSTRUCTIONS: Unusual incidents shall be reported as soon as known and followed up in writing within 24 hours, utilizing this form.			
LOCATION:	INITIAL NOTIFICATION TO: DATE: TIME:		
DATE OF INCIDENT:	TIME OF INCIDENT:		
CLIENT/EMPLOYEE/OTHER INVOLVED: (FULL NAME)	DOB/AGE:	DIN#	ADMISSION DATE
NAME(S) OF WITNESSES OR OTHER INVOLVED PARTIES:			
APPLICABLE NOTIFICATIONS			
☐ LAW ENFORCEMENT	AGENCY:	REPORT #	
	REPORTED TO:	DATE/TIME:	
☐ STATE REGISTRY (CPS)	AGENCY:	REPORT #	
	REPORTED TO:	DATE/TIME:	
☐ ADULT PROTECTIVE SERVICES	AGENCY:	REPORT #	
	REPORTED TO:	DATE/TIME:	
☐ DOCCS	REPORTED TO:	DATE/TIME:	
DESCRIPTION OF INCIDENT (Please provide a detail description of the incident (who, what, where, when, why (if known), how, including events leading up to incident)			
ACTION TAKEN:			
DATE:	STAFF SIGNATURE:		
CONTACT INFO:			

COMMUNITY BASED RESIDENTIAL PROGRAM - REFERRAL FORM

CBRP PROGRAM: _____ CONTRACT #: _____

PAROLEE NAME: _____ DIN: _____

DOB: _____ REFERRAL DATE: _____ PLACEMENT DATE: _____

COMPAS LEVEL: _____ RELEASE DATE: _____ PRS ME DATE: _____

PO: _____ SPO: _____

PO OFFICE & CELL: _____ BUREAU: _____

INSTANT OFFENSE(S): _____

_____

SEX OFFENDER? YES / NO If yes, REGISTRY LEVEL: 1 2 3 Discretionary

HISTORY OF ARSON? YES / NO If yes, explain: _____

ENTITLEMENTS (check all that apply): ( ) Public Assistance ( ) SSI ( ) Medicaid #_____

REFERRAL TYPE: ( ) Emergency Housing ( ) ATI ( ) Revoke / Restore

EMERGENCY CONTACT INFORMATION:

Name: _____ Relationship: _____

Address: _____

Phone: home_____ cell: _____ work: _____

Treatment / Service Needs:

( ) Substance Use	( ) Mental Health	( ) Anger Management
( ) Domestic Violence	( ) Medical	( ) Academic/Education
( ) Employment/Vocational	( ) Sex Offender Treatment	( ) Other:

Mental Health Concerns: _____

Medical Concerns: _____

Substance Use/Drug of Choice: _____

List names of any person(s) that parolee cannot have any contact with and/or any active Orders of Protection:

_____

Approved? ( ) Yes / ( ) No **If No, Reason: _____

Case Manager Name: _____ Signature: _____ Date: _____

Please attach the following documents to referral if accessible:

( ) Parole Board Report (non-confidential part only)
( ) Any recent Violation of Parole Reports on file
( ) Any recent Mental Health Evaluations (must have signed release of information)
( ) Any recent Comprehensive Medical Screen (must have signed release of information)
( ) Conditions of Release / Special Conditions
( ) Signed Consent Forms
** **PSI is not to be provided** **

Community Based Residential Program
DISCHARGE SUMMARY

(click on shaded area to enter data)

Name/DIN: _____
Program: _____
Admission Date: _____
Discharge Date: _____
Parole Officer: _____

Reason for Discharge (use codes listed below): _____

01= Arrest/Parole Violation -- Client discharged due to new arrest or parole violation
02= Program Rule Violation -- Client discharged due to program rule violation
03= Non-Attendance -- Client discharged due to absconding
05= Program Completion -- Successful, no further residential treatment necessary
06= Moved -- Client changed address—Field staff approved change of address prior to program completion
07= Program Transfer-Clinical -- Client transferred to different and/or more appropriate level of care
13= Program Completion -- Transitioning to non-contract slot
17=Discharged From Supervision
88= Other – Use only if discharge codes above are not adequate. Provide explanation.

Discharge specifics: _____

_____

_____

Brief narrative of overall program adjustment (goals set/completed and progress toward incomplete goals**):** _____

_____

_____

_____

_____

_____

Current employer and/or financial support:

_____

_____

Discharge Plan (current programming/aftercare services required/referrals made**):**

_____

_____

_____

_____

Residence/program discharged to (name/address/phone/contact person**):**

_____

_____

Program/Case Manager: _____ **Date:** _____

CBRP RESIDENT COUNT FORM

PROGRAM NAME: **DATE:**

RM	Resident Name	DIN	Day Shift Time & Staff Initials	Resident Present?	Evening Shift Time & Staff Initials	Resident Present?	Night Shift (1 of 2) Time & Staff Initials	Resident Present?	Night Shift (2 of 2) Time & Staff Initials	Resident Present?
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										

Staff Name:_____ Staff Signature:_____
Staff Name:_____ Staff Signature:_____
Staff Name:_____ Staff Signature:_____
Staff Name:_____ Staff Signature:_____

COMMUNITY BASED RESIDENTIAL PROGRAM

SIGN-IN/SIGN-OUT LOG

CONTRACT PROGRAM NAME:_____ **CONTRACT #**_____

Month/Year_____

***********RESIDENTS MUST SIGN LOG EACH TIME YOU ENTER OR EXIT THE FACILITY**********

DATE	NAME	DIN	TIME OUT	Resident Signature	TIME IN	Resident Signature

COMMUNITY BASED RESIDENTIAL PROGRAM

PROGRAM NAME:_____ CONTRACT #:_____

PASS REQUEST

Date of Request:_____

Resident Name: _____ **DIN:** _____

Parole Officer: _____

Type of Pass: ___ Curfew Extension until_____

__ Overnight (/ / - / /)

___ Weekend (/ / - / /)

Reason for request: _____

Destination: _____

With whom: _____

Contact information: _____

Mode of transportation: _____

DOCCS contacted for verification? ___Yes __No

___Approved ___ Denied by whom: _____

Resident Signature: _____ **Date:** _____

Staff Signature: _____ **Date:** _____

CBRP Case Management Action Plan

Program Name:
Client Name:
DIN:
Admission Date:

Housing	History	Immediate Task	Long Term Goal
30 Day Update Date:			
60 Day Update Date:			
90 Day Update Date:			
Status at time of Discharge:			

Treatment	History	Immediate Task	Long Term Goal
Indicate need(s): **SUD** **MH** **SO** **DV** **Other**			
30 Day Update Date:			
60 Day Update Date:			
90 Day Update Date:			
Status at time of Discharge:			

CBRP Case Management Action Plan

Program Name:
Client Name:
DIN:
Admission Date:

Employment/ Financial Stability	History	Immediate Task	Long Term Goal
30 Day Update Date:			
60 Day Update Date:			
90 Day Update Date:			
Status at time of Discharge:			

Legal	History	Immediate Task	Long Term Goal
(i.e. child support, pending charges, active warrants, restitution)			
30 Day Update Date:			
60 Day Update Date:			
90 Day Update Date:			
Status at time of Discharge:			

CBRP Case Management Action Plan

Program Name:
Client Name:
DIN:
Admission Date:

Personal Development	History	Immediate Task	Long Term Goal
30 Day Update Date:			
60 Day Update Date:			
90 Day Update Date:			
Status at time of Discharge:			

Other	History	Immediate Task	Long Term Goal
30 Day Update Date:			
60 Day Update Date:			
90 Day Update Date:			
Status at time of Discharge:			

Resident Signature: _____ Date: _____
Case Manager: _____ Date: _____

CBRP Case Management Action Plan

Program Name:
Client Name:
DIN:
Admission Date:

WEEKLY PROGRESS NOTES:

DATE	NOTES

CBRP Case Management Action Plan (SAMPLE)

Program Name: The Mary Osborne Association
Client Name: Charles Sample
DIN: 99A5555
Enrollment Date: 1/1/2022

Housing	History	Immediate Task	Long Term Goal
	Mr. Sample is undomiciled. While he has an ex-wife, his son and a sister that reside locally, his relationships have been broken throughout his period of incarceration and because of this, does not have a private residence to propose.	1. To secure DHS financial assistance. 2. To obtain employment 3. To save income for security deposit/first month's rent. 4. To research available properties to rent.	To obtain independent housing.
30 Day Update Date:	**To be noted by Case Manager** 2/1/22 Staff met with Mr. Sample and reviewed his DHS status. Mr. Sample has followed up with all requirements of DHS and will begin to receive cash payments in 2 weeks. Staff provided Mr. Sample with a list of properties locally available for rent that accept DHS vouchers. Mr. Sample has committed to calling 3 landlords per week and staff will review his DHS documentation with this information during each meeting.		
60 Day Update Date:	3/1/22: Mr. Sample called several landlords, but most apartments are outside of his budget range. He is committed to obtaining employment to assist in securing housing. A Rapid Rehousing referral was completed to assist with locating interim housing upon discharge from CBRP.		
90 Day Update Date:	4/1/22: Mr. Sample located a rooming house that will accept DHS vouchers. He can move in on 5/1/22. Staff and Mr. Sample identified an additional goal to move into an apartment of his own once he has saved enough income from employment. He was provided a list of housing resources to utilize.		

Treatment	History	Immediate Task	Long Term Goal
Indicate what need(s): **SUD** **MH** **DV** **SO** **Other:**	SUD: Mr. Sample has a history of substance abuse. His drugs of choice include alcohol and cocaine. During the admission of the Instant Offense, Mr. Sample acknowledged being under the influence of alcohol. MH: Mr. Sample has a history of PTSD and Persistent Depressive D/O. His PO has advised that OMH recommends linkage to outpatient treatment. He is not currently prescribed medication.	SUD: 1. To enroll in Outpatient Drug/Alcohol Treatment. 2. To attend treatment as recommended. 3. To identify a local AA/NA group. 4. To identify a sponsor. 5. To enhance positive coping strategies to prevent relapse. MH: 1. Recognize symptoms of mental health diagnosis. 2. Enroll in outpatient mental health treatment 3. Engage in tasks recommended by therapist. 4. Take medications as prescribed. 5. Identify people, places and things that enhance my likelihood for success.	SUD: To maintain sobriety. MH: To positively cope during increased periods of symptomology
30 Day Update Date:	**To be noted by Case Manager** SUD*:* 2/1/22 – Mr. Sample enrolled in AA Sobriety Clinic and is, recommended to participate in outpatient groups 2x per week and 1:1 sessions 1x per month. He is non-compliant with his treatment schedule thus far, missed 5 groups and positive cocaine UDS on 1/12/22. As a gradual response, provider recommends random UDS and an increase in 1:1 sessions. Staff will assist with transportation during random drug test requests. Mr. Sample was given a list of local AA/NA groups and he committed to attending twice a week. MH: 2/1/22: Reviewed OMH D/C plan provided by Mr. Sample's PO, with him. Discussed OMH treatment recommendation. Mr. Sample would like to pursue outpatient treatment. Staff contacted ABC Behavioral health and scheduled an intake appointment for Mr. Sample. Staff completed a release of information with Mr. Sample to work together in treatment efforts.		
60 Day Update Date:	SUD: 3/1/22 – Mr. Sample is attending NA groups located at Trinity Church on Thursdays at 7p and has yet to identify a sponsor. AA Sobriety Clinic has indicated that Mr. Sample's attendance and participation has improved. His toxicology reports have all been negative this month. Staff met with Mr. Sample and discussed ways to maintain sobriety while experiencing triggers. He was provided a list that he will keep in his wallet including taking a walk, calling his son, listing pros and cons, going out to a restaurant, exercising. MH: 3/1/22: Mr. Sample has been compliant with treatment, as per ABC Behavioral Health. His next appointment is on 3/15/21. His provider was able to identify to staff typical symptoms the subject experiences and provided ways the subject can positively cope. Staff asked Mr. Sample to list the people, places and things in his life that he felt most joy about. Staff was able to utilize this information to help Mr. Sample create a list of things that he can do to cope when feeling depressed		
90 Day Update Date:	SUD: 4/1/22 – Mr. Sample has indicated that he has maintained his sobriety. He has shared with staff triggers that he has experienced. Staff contacted AA Sobriety Clinic and obtained a list of positive sponsors that Mr. Sample can seek to work with to prevent relapse. Mr. Sample indicates he plans to continue treatment following his discharge from the program. MH: 4/1/22: Mr. Sample attended appointment with ABC Behavioral Health Psychiatrist on 3/15/21 where he was prescribed Prozac for depression. Mr. Sample shared his feelings of disinterest in taking this medication. Staff helped Mr. Sample list the pros/cons to taking this medication and encouraged him to discuss his concerns with his provider.		

Employment /Financial Stability	History	Immediate Task	Long Term Goal
	Mr. Sample gained janitorial skills while incarcerated, having participated in vocational services. He would like to utilize these skills in obtaining employment. He would like to work full time to save enough income to reside independently and become more financially stable.	1. To enhance job readiness skills. 2. To complete applications in places of employment suitable to skills. 3. To locate employment accessible by public transportation. 4. To open a savings account.	To obtain employment.
30 Day Update Date:	2/1/22: Mr. Sample indicated that he was interested in full time employment and prefers to work in janitorial/maintenance/painting servicing jobs. Staff and Mr. Sample reviewed Indeed.com for potential employment and also reviewed online resources with interviewing tips and resume/application completion. Mr. Sample committed to applying for two jobs per week.		
60 Day Update Date:	3/1/22: Staff met with Mr. Sample who indicated that he has been unable to locate available employment locally that he can access through public transportation. Staff and Mr. Sample contacted his assigned PO and requested a CEO referral be completed on his behalf.		
90 Day Update Date:	4/1/22: Staff met with Mr. Sample who indicated that he has begun employment through CEO and participates in a work crew three days per week. He states that he is enhancing his job readiness skills in this program as well and works with staff at locating employment following his completion of the program. Staff contacted CEO and confirmed Mr. Sample's compliance in this program.		

Legal	History	Immediate Task	Long Term Goal
(i.e. child support, pending charges, active warrants, restitution)	Mr. Sample has 1 child, aged 8. He indicates that he has child support arrears in the amount of $5000 that he would like to dispute (due to incarceration) and establish a visitation scheduled.	1. To modify total arrears in child support 2. To establish a visitation schedule with my son. 3. To build a positive coparenting relationship with my child's mother	To play an active role in my son's life, as a father.
30 Day Update Date:	2/1/22: Mr. Sample identified his legal goals, which were prioritized with his son. Staff met with Mr. Sample and contacted legal aid to inquire about available resources. Mr. Sample was provided an intake appointment on 3/15/21, by which staff will provide Mr. Sample with a bus token to attend.		
60 Day Update Date:	3/1/22: Staff met with Mr. Sample and reminded him of his appointment with legal aid. Staff provided recommendations in provided documentation to legal aid to assist in his case. Staff provided ideas of positive environments he can visit with his son in locally once a visitation schedule is established by the court.		
90 Day Update Date:	4/1/22: Staff met with Mr. Sample who provided a court date he will attend to modify his child support and establish a visitation schedule. Mr. Sample and staff discussed his relationship with the child's mother and staff provided effective ways to co-parent as referenced by material given by the county task force to the subject.		

Personal Development	History	Immediate Task	Long Term Goal
	Mr. Sample is a 60-year-old man with a history of drug and alcohol use and smoking tobacco since the onset of age 16. He has a poor diet and does not exercise.	1. identify a local medical provider. 2. To attend appointments as scheduled. 3. To follow physician's recommendations. 4. Make an effort to quit smoking. 5. To learn more about healthy eating. 6. To enhance knowledge on proper exercise.	To enhance a healthier lifestyle.
30 Day Update Date:	2/1/22: Staff met with Mr. Sample and provided him a list of local medical providers that accept his insurance. Mr. Sample chose a provider and an initial appointment was made at the time of the meeting.		
60 Day Update Date:	3/1/22: Staff met with Mr. Sample who stated he attended his initial appointment with his medical provider. He states that he his lab work indicated high cholesterol. Staff provided Mr. Sample with a list of heart healthy foods to improve his cholesterol.		
90 Day Update Date:	4/1/22: Staff met with Mr. Sample and discussed exercise. Staff and Mr. Sample researched effective exercises that can improve high cholesterol. Mr. Sample committing to brisk physical activity three times per week.		

Other	History	Immediate Task	Long Term Goal
30 Day Update Date:			
60 Day Update Date:			
90 Day Update Date:			

Resident Signature: _____ Date: _____
Case Manager: _____ Date: _____

Program Name: _____ CONTRACT #:_____

COMMUNITY BASED RESIDENTIAL PROGRAM

TRANSPORTATION PASS LOG MONTH / YEAR _____

Name of Resident	DIN	Date Pass(s) Provided	Staff Signature	Quantity Provided	Value	Purpose	Resident Signature

CONTRACT BED - WEEKLY CENSUS

Please submit weekly, by Monday at 9:00 a.m.
Submit to REM ______________ via email ______________________________
cc to AREM _____________________________ via email _______________________________

WEEK ENDING:	CONTRACT	# of Contract Beds		MON Date	TUES Date	WEDS Date	THURS Date	FRI Date	SAT Date	SUN Date	Week's Average
				0	0	0	0	0	0	0	0

LAST NAME	FIRST NAME	DIN	ENTRY DATE	MON	TUES	WEDS	THURS	FRI	SAT	SUN	Average
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Type of Program: Community Based Residential Program (CBRP)
Name of Program and Contract Number: (INSERT Name and contract#)
Funding Period: October 1, 2021 - September 30, 2023
Billing Period/Month of Reimbursement (INSERT)

CATEGORY	Annual Budget	15% CASH ADVANCE*	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	TOTAL TO-DATE	BALANCE AVAILABLE
TOTAL PROGRAM BUDGET BREAKDOWN:															(Excludes Cash Advance)	
PERSONNEL SERVICES																
Salaries																
-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
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-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub-Total Salaries	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fringe Benefits																
-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub-Total Fringe Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PERSONNEL SERVICES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Other Than Personnel Services																
Contractual Services																
-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
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-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub-Total Contractual Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Space Costs																
-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	$ -	$ -													$ -	$ -
Sub-Total Space Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Supplies																
-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub-Total Supplies & Materials	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Equipment																
-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
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Sub-Total Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Transportation																
-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
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Sub-Total Transportation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Utilities																
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Sub-Total Utilities	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Indirect Costs																
Indirect Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous																
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Sub-Total Miscellaneous	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL OTHER THAN PERSONNEL SERVICES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PROGRAM EXPENSES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
LESS: THIRD PARTY REVENUE																
DSS/Social Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Donations	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
OTHER	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Total Third Party Revenue	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL DOCCS CONTRACT	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

*Cash Advance amount should only be included <u>if applicable</u>. For Profit programs are not eligible to receive a cash advance per the NYS Comptroller's guidelines.

ATTACHMENT I
DIVERSITY PRACTICES

Diversity Practices Questionnaire

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

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives?

(circle one) **YES or NO**

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

NAME: _____

TITLE: _____

DUTIES and EVIDENCE of INITIATIVES PERFORMED:

_____

_____

_____

_____

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

PERCENTAGE:_____%

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

PERCENTAGE:_____%

4. Does your company provide technical training[2] to minority- and women-owned business enterprises?

(circle one) **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 training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

_____

_____

_____

_____

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

(circle one) **YES or NO**

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

_____

_____

_____

_____

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements?

(circle one) **YES or NO**

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

_____

_____

_____

_____

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

(circle one) **YES or NO**

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

8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent?

(circle one) **YES or NO**

If YES, complete the attached Utilization Plan

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

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

STATE OF_____)
) SS.:
COUNTY OF_____)

On the_____day of_____, 202_, 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

NEW YORK STATE
DEPARTMENT OF CORRECTIONS
AND COMMUNITY SUPERVISION

M/WBE UTILIZATION PLAN

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

Contactor's Name: _____
Address: _____
City, State, Zip Code: _____

Federal Identification Number: _____
Solicitation/Contract Number: _____
Telephone Number: _____

Region/Location of Work:

M/WBE Goals in the Contract: MBE_____% WBE____%

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

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

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

NAME AND TITLE OF PREPARER (Print or Type):

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

SIGNATURE AND DATE:

FOR AGENCY USE ONLY	
REVIEWED BY:	**DATE:**

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

Contract No: _____

Contract Award Date: _____

Estimated Date of Completion: _____

Amount Obligated Under the Contract: _____

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

ACCEPTANCE ISSUED: ☐ YES ☐ NO **Date:**_____

Instructions:

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

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

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

ATTACHMENT J
ADA REQUIREMENTS

Attachment J
Americans with Disabilities Act

Americans with Disabilities Act (ADA):

Title II of the ADA prohibits public entities (*i.e.*, "any State [or] local government," or any "instrumentality of a State or local government") from discriminating against persons with disabilities. 42 U.S.C. §§ 12131(1)(A)-(B), 12132. The ADA Regulations explicitly state that, "[a] public entity, in providing any service, may not, directly *or through contractual arrangements*, [discriminate] on the basis of disability, and therefore, a public entity is obligated to ensure compliance with its title II obligations, even if a private entity provides the services on behalf of the state.

Where public and private entities act jointly, the public entity must ensure that the relevant requirements of title II are met; and the private entity must ensure their compliance with Title III.

Accessibility:

A public accommodation may not discriminate against an individual with a disability in the operation of a place of public accommodation. Individuals with disabilities may not be denied full and equal enjoyment of the "goods, services, facilities, privileges, advantages, or accommodations" offered by a place of public accommodation. The phrase "goods, services, facilities, privileges, advantages, or accommodations" applies to whatever type of good or service a public accommodation provides to its customers or clients. In other words, a public accommodation must ensure equal opportunity for individuals with disabilities.

The ADA mandates an equal opportunity to participate in or benefit from the goods and services offered by a place of public accommodation, but does not guarantee that an individual with a disability must achieve an identical result or level of achievement as persons without disabilities.

A public accommodation may offer separate or special programs necessary to provide individuals with disabilities an equal opportunity to benefit from the programs. Such programs must, however, be specifically designed to meet the needs of the individuals with disabilities for whom they are provided.

Housing Service Providers:

Group homes, halfway houses, shelters, or similar social service center establishments that provide either temporary sleeping accommodations or residential dwelling units that are subject to this section shall comply with the provisions of the 2010 ADA Standards applicable to residential facilities, including, but not limited to, the provisions in sections 233 and 809.

(1) In sleeping rooms with more than 25 beds covered by this section, a minimum of 5% of the beds shall have clear floor space complying with section 806.2.3 of the 2010 Standards.

(2) Facilities with more than 50 beds covered by this section that provide common use bathing facilities, shall provide at least one roll-in shower with a seat that complies with the relevant provisions of section 608 of the 2010 Standards. Transfer-type showers are not permitted in lieu of a roll-in shower with a seat, and the exceptions in sections 608.3 and 608.4 for residential dwelling units are not permitted. When separate shower facilities are provided for men and for women, at least one roll-in shower shall be provided for each group.

Effective Communications:

People who have vision, hearing, or speech disabilities ("communication disabilities") use different ways to communicate. For example, people who are blind may give and receive information audibly rather than in writing and people who are deaf may give and receive information through writing or sign language rather than through speech.

The ADA requires that title II entities (State and local governments) and title III entities (businesses and nonprofit organizations that serve the public) communicate effectively with people who have communication disabilities.

Service Animals:

Under the ADA, State and local governments, businesses, and nonprofit organizations that serve the public generally must allow service animals to accompany people with disabilities in all areas of the facility where the public is normally allowed to go.

ATTACHMENT K
MANDATORY BUDGET WORKSHEET

RFA 2021-02, Attachment K - Community Based Residential Programs

Program Name:

Contractor's SFS Payee Name:

Complete Budget Details section below (beginning in Cell A29).

Use Totals from the Budget Details section to complete each Category of Expense below.

CATEGORY OF EXPENSE	GRANT FUNDS (Cost To DOCCS)	MATCH FUNDS (Third Party Revenue)	MATCH % CALCULATED	OTHER FUNDS (Subtract from Grant Funds)	TOTAL PROGRAM COST
1. Personal Services					
a) Salary	$0.00	$0.00	0%	$0.00	$0.00
b) Fringe	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$0.00	$0.00	0%	$0.00	$0.00
2. Non Personal Services					
a) Contractual Services	$0.00	$0.00	0%	$0.00	$0.00
b) Travel	$0.00	$0.00	0%	$0.00	$0.00
c) Equipment	$0.00	$0.00	0%	$0.00	$0.00
d) Space/Property & Utilities	$0.00	$0.00	0%	$0.00	$0.00
e) Operating Expenses	$0.00	$0.00	0%	$0.00	$0.00
f) Other	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$0.00	$0.00	0%	$0.00	$0.00
Total	$0.00	$0.00	0%	$0.00	$0.00

Total Cost to DOCCS from Cell B21			
Catchment Area # You are Bidding			
# of Beds in Catchment Area			
Divide the Total in Cell B23 by the number in Cell B25, # of Beds in Catchment Area		**Equals Cost Per Bed/Per Year**	**MUST NOT EXCEED $26,000.00 or $29,000 per bed/per year to DOCCS for the Catchment Area**
DOCCS will not consider any application with an annual cost per bed to DOCCS which exceeds: **$26,000 in Catchment Areas: 10 – 15, 18 – 54 --or--** **$29,000 in Catchment Areas 1 - 9, 16, 17**			

Budget Details: Transfer Total Amounts highlighted in Orange below to the Category of Expense in the Summary Budget above.

Salary	Amount	Fringe (list categories)	Amount	Contractual (list categories)	Amount
Position/Title #1	$0.00		$0.00		$0.00
Position/Title #2	$0.00		$0.00		$0.00
Position/Title #3	$0.00		$0.00		$0.00
Position/Title #4	$0.00		$0.00		$0.00
Position/Title #5	$0.00		$0.00		$0.00
Position/Title #6	$0.00		$0.00		$0.00
Position/Title #7	$0.00		$0.00		$0.00
Position/Title #8	$0.00		$0.00		$0.00
Position/Title #9	$0.00		$0.00		$0.00
Position/Title #10	$0.00		$0.00		$0.00
Position/Title #11	$0.00		$0.00		$0.00
Position/Title #12	$0.00		$0.00		$0.00
TOTAL	$0.00	TOTAL	$0.00	TOTAL	$0.00

Travel (list categories)	Amount	Equipment (list categories)	Amount	Space/Property & Utilities (list categories)	Amount	Operating Expenses (list categories)	Amount
	$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	$0.00	TOTAL	$0.00	TOTAL	$0.00	TOTAL	$0.00

Other (includes Indirect Costs)	Amount
	$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	$0.00