



# Corrections and Community Supervision

**REQUEST FOR APPLICATION (RFA 2017-15)**  
Trauma Curriculum Development and Program Implementation  
April 2018

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## Attachments

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## I. PURPOSE

The New York State Department of Corrections and Community Supervision (DOCCS) was awarded a PREA Demonstration grant to continue its efforts in the establishment of “zero tolerance” cultures for sexual assault in all DOCCS’ correctional facilities (BJA-2015-4174).

Below appears the grant goal applicable to this project component:

Develop and provide trauma treatment programs to greatly enhance DOCCS’ ability to meet the needs of inmates who have suffered trauma, including those who have been sexually abused in custody. Pilot groups of inmate programs to include males, females, LGBTQ community members and adolescent male offenders.

The New York State Department of Corrections and Community Supervision (DOCCS) invites applications from not-for-profit and for-profit providers for proposals from training and clinical experts to provide a trauma treatment curriculum, staff training, implementation assistance and clinical support in prisons operated by DOCCS.

The successful bidder will be required to report on a number of expected performance measures indicated below and to adhere to a project deliverable timeline, with the timeline established between the two parties once the sub-grant is awarded.

Within the past decade, DOCCS has taken incremental steps in ensuring all staff have a fundamental understanding of trauma-informed care and de-escalation strategies. Further, trauma treatment programming has been implemented and staff trained in trauma treatment strategies at select female correctional facilities. Trainings included: *Understanding and Addressing the Impact of Trauma on the Lives of Individuals in the Justice System* (Joan Gillece, Ph.D., Shairi Turner, MD, Tonier Cain), *TAMAR: Trauma Addiction Mental Health and Recovery* (David Washington, LGSW, LCADC), *Female Trauma Survivors Recovery Program* (Pamela Wright, retired Associate Director of Forensic Services, Inc. of Family Services, Inc.), and *Recognizing Female Trauma and Deescalating* (Pamela Wright).

In 2007, the Trauma Recovery and Empowerment Model (TREM), which includes components of empowerment, trauma recovery, closing rituals, modifications and supplements for special populations, was implemented in select female correctional facilities. The model was tailored, however, to meet challenges faced by DOCCS’ system and culture at that time. Currently, responsible staff may use elements of this model, but not consistently nor as intended.

A key obstacle to the provision of trauma treatment is the recruitment, training, clinical supervision, and retention of qualified professionals given the constructs of DOCCS' correctional facilities. Further, potential participants are often assigned to programs with a residential component, educational mandate, and/or early release consideration upon satisfactory completion. Voluntary participation in trauma treatment programming requires an ability to meet assessed program needs in conjunction with, or prior to, such participation.

Modalities supported by best practice and evidence, which may include modular and/or residential for men, women, and adolescents all of which are to be inclusive and sensitive to the LGBTQ population, must be described for the following facilities (see Attachment M – Map of Correctional Facility Locations):

Designation	Correctional Facility	Security Level
Female	Albion	Medium
Female	Bedford Hills	Maximum
Female	Taconic	Medium
Male	Gouverneur	Medium
Male	Groveland Main	Medium
Adolescent	Adirondack *	Medium
Adolescent	Hudson	Medium

*\*opening 10/1/18*

The anticipated contract start date will be effective July 2018, or upon approval by the Office of the State Comptroller (OSC).

## **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 he or she 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 “good time” credit (conditional release), or, in the case of determinate sentences, release to post-release supervision.

### **The Mission of DOCCS is:**

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

## **Goals**

- Create and maintain an atmosphere where all inmates, parolees, staff, volunteers and visitors feel secure.
- Develop and implement individualized treatment plans for each inmate and parolee that includes post release reentry plans.
- Teach inmates and parolees the need for discipline and respect, and the importance of developing a principled work ethic.
- Establish a risks/needs/responsivity approach to programming, treatment, and community supervision to ensure a continuity of services.
- Assist all staff by providing the requisite training and resources needed to perform their duties while enhancing their skills.
- Offer career development opportunities for all staff.
- Ensure workforce stability through mentoring and succession planning.

## **Values**

- Operate with ethical behavior.
- Recognize the value of each person.
- Protect human dignity.
- Offer leadership and support to all.
- Offer respect and structure at all times.

## **Policies**

- Offer opportunities for inmates and parolees to improve their skills, and to receive individual treatment services, based on their ability and willingness to participate.
- Provide psychiatric and medically necessary services to those requiring such care and treatment so that each inmate and parolee can maximize his/her own state of health and rehabilitation.
- Provide a level of community supervision based on the releasee's needs and behavior.
- Establish an orderly and productive environment that fosters respect through open communication, sound structure and fair treatment.

On January 1, 2018, there were approximately 49,480 offenders under active supervision within New York State. Of these, 95% are male, 48% Black, 24% Hispanic and 24% White. Twenty-nine percent are between 16 and 29 years of age, 30% between 30 and 39 years of age, 21% between 40 and 49, and the remaining 21% are 50 years of age or older. The crimes of conviction for 73% of this population involve crimes against persons/violent crimes, 12% involve property/non-violent crimes, 14% involve drug related offenses, and 2% are adjudications as Adolescent 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. The bidder can provide the services to inmates as described in Section III, *Work Plan*, and *Attachment A, Work Plan*, in a manner that best meets the needs and operation of DOCCS.
2. The program will start in July 2018, contingent on OSC approval of the resulting contract.
3. The bidder's background and experience qualifies them to provide these services and that they have the fiscal integrity and organizational structure to support this undertaking.
4. The bidder will comply with all standards and appropriate regulations governing contracts with the State of New York.
5. M/WBE Compliance: (Attachment F) The contractor is willing to make good faith efforts to promote the use of M/WBEs 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 Contractor and DOCCS agree to be bound by the provisions of §316 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 Contractor by DOCCS' 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. DOCCS' M/WBE liaison can assist the bidders in identifying certified M/WBE firms within the bidders' geographic areas. For more information on M/WBE, or to locate New York State Certified M/WBEs, access the directory at: [www.esd.ny.gov/MWBE.html](http://www.esd.ny.gov/MWBE.html)

## **6. 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, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at [http://ogs.ny.gov/Core/docs/CertifiedNYS\\_SDVOB.pdf](http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf).

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

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

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

## **7. NEW YORK STATE and DOCCS POLICIES**

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

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

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

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

## **8. DOCCS POLICIES IMPLEMENTING THE PRISON RAPE ELIMINATION ACT (PREA)**

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

Orientation and periodic training: Contractor shall require each Contract Service Provider who, through the performance of their duties under this Contract will work within a correctional facility and have contact with inmates, to participate in general PREA training (“Sexual Abuse Prevention and Response Introduction/Refresher”) prior to providing services under the Contract. Such training shall be conducted at the Correctional Facility and each Contract Service Provider shall sign an acknowledgement form that they have completed and understand the training that has been provided. To the extent that such services involving contact with inmates extend beyond six (6) months in duration, periodic training, including review of annual written refresher information (DOCCS Training Bulletin #7) and refresher training at least every two years, is also mandatory.

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

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

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

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

## **9. BACKGROUND CHECK REQUIREMENTS**

### Requirements

Background checks are required for all Contract Service Providers to the extent that performance of their duties under this Contract will require work within a correctional facility. As set forth below,

DOCCS shall perform a criminal background records check of each Contract Service Provider providing services within a Correctional Facility under the contract in accordance with Directive #2216 “Fingerprinting/Criminal History Inquiry – New Employees, and Contractors.”

B. Provider Removal: If a Contractor becomes aware that any Contract Service Provider becomes a potential unacceptable risk to the State, the Contractor shall immediately notify the Contract Manager, and a DOCCS shall decide if it is necessary to remove that Contract Service Provider from the site. If a Contract Service Provider is removed, the Contractor will propose a qualified substitute. DOCCS may waive the removal of a Contract Service Provider by providing a written waiver to the Contractor. Should DOCCS find a Contract Service Provider to be an unacceptable risk to the State, DOCCS shall notify the Contractor and may request that the Contractor provide a replacement.

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

## **10. 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 Governor’s Web site: [No.26 STATEWIDE LANGUAGE ACCESS POLICY](#) .

In the event that translation/interpretation services are required for languages other than the Spanish language, the selected Contractor must agree to comply with any requests by DOCCS to provide documents or other assistance to allow for translation or interpretation to be conducted.

## **11. EXECUTIVE ORDER 38**

Effective July 1, 2013, limitations on administrative expenses and executive compensation contained within Governor Cuomo’s Executive Order #38 and related regulations published by the Department (Part 513 of 7 NYCRR – Limits on Administrative Expenses and Executive Compensation) went into effect. Applicants agree that all state funds dispersed under this procurement will, if applicable to them, be bound by the terms, conditions, obligations and regulations promulgated by the Department.

To provide assistance with compliance regarding Executive Order #38 and the related regulations, please refer to the Executive Order #38 website at: <http://executiveorder38.ny.gov>. This website may also be accessed from the DOCCS Web site at <http://www.doccs.ny.gov/>.

## V. FINANCIAL REQUIREMENTS

In the New York State Grants Gateway, please complete *Attachment B-1 Expenditure Based Budget and the Budget Narrative Justification* sections so that the completed budget provides the detailed funding required to support your proposed program annually. **Narrative justifications should properly reflect each line item of the expenditure budget detail sheets.** Please include any formulas used to calculate salaries, fringe benefits, non-personal service numbers, third-party revenue, indirect costs and all other funds.

Programs failing to submit a comprehensive budget proposal (including budget detail sheets, coinciding budget narratives and indirect cost calculation) will be disqualified. If bidder does not have indirect costs, clearly indicate **not applicable** on Attachment E1. Failure to do so will result in disqualification. (See *Attachment B, Exhibit E1* for sample document). The fillable *E-1, Indirect Costs*, is located on the *Pre-Submissions Upload* page. Download the Excel document, complete the document as applicable or enter **not applicable** on the document. Upload the completed document to the same location on the *Pre-Submission Uploads* page.

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

Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the OSC's procedures to authorize electronic payments. Authorization forms are available at the OSC's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone 518-474-4032. **Contractor acknowledges that it will not receive payment on any invoices submitted under this contract if it does not comply with the OSC's electronic payment procedures, except where the Commissioner has expressly authorized 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](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

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 the Office of the OSC's Help Desk at 866-370-4672 or 518-408-4672 or by email at [ITServiceDesk@osc.state.ny.us](mailto: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](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 H). Applicants should upload the completed and signed agreement if awarded a contract.

#### 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.

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](mailto:grantsreform@its.ny.gov). The Grants Reform help desk/hotline can be reached at (518) 474-5595.

**B. For-profit Providers ONLY should complete the following forms:**

Compliance with State Finance Law §139j and §139k\* New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Contractor that all information provided to the DOCCS with respect to State Finance Law §139-k is complete, true and accurate. State Finance Law §§139-j and 139-k, also imposes certain restrictions on communications between the 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 “Request for Application (RFA)” through final award and approval of the Procurement Contract by DOCCS and, if applicable, Office of the OSC (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a).

Please note that during the RFA process DOCCS is required to determine the responsibility of “the proposed Contractors/Providers.” 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 §139-k(2) obligates DOCCS to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, potential Contractor must be asked to disclose 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 “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether a Contractor fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Contractor that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Contractor is necessary to protect public property or public health safety, and that the Contractor is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

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 §139-j exist.

**\*All For-Profit providers submitting an application pursuant to this RFA must upload the completed Procurement Lobbying Certification 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 all applicants should complete and upload to the application or at the time of tentative award.**

1. All Insurance Requirements including Workers' Compensation NYS Disability Insurance are detailed in RFA 2017-15, Attachment E, Insurance Requirements.

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

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

### **3. 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.

## **VII. PROGRAM FORMS MONTHLY REPORTS/ CONFERENCE CALLS**

The Contractor will be required to submit monthly progress reports and participate in monthly telephone conference calls.

### Monthly Progress Report Topics

- Report on the results of the site visits to correctional facilities
- Progress on the development of the foundation curriculum and three (3) specialized modules (for males, females, and adolescent facilities)
- Progress on revisions to the foundation curriculum and 3 specialized modules leading to the final curriculum
- Preparation for the staff training
- Progress on feedback regarding staff training
- Progress on feedback regarding the results of fidelity visits to three DOCCS sites utilizing the curriculum

- Recommendations for refresher training and provision of on-going support as needed
- Progress on the project final report

#### Monthly Phone Conference Calls

- Held between Contractor and DOCCS

### **VIII. STIPULATIONS**

1. 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.
2. Regarding this RFA process you may only contact the designated staff in the Contract Procurement Unit during the restricted period. Please submit queries to Linda Mitchell [linda.mitchell@doccs.ny.gov](mailto:linda.mitchell@doccs.ny.gov) or Frank Arpey at [frank.arpey@doccs.ny.gov](mailto:frank.arpey@doccs.ny.gov). Include *RFA 2017-15* in the subject line.
3. 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/Parole 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 offerer's application and/or to determine an offerer's compliance with the requirements of the solicitation.

- D. The application must be signed by the individual designated as the signatory by the Chief Executive Officer of the organization 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.
- E. 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. Further, all subcontractors are subject to the same standards as Bidders under this solicitation. Subcontractors will be required to submit all applicable forms/documents as required by this RFA.
- F. 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.

- G. 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.
- H. 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.
- I. Information regarding current contracts may be requested under the Freedom of Information Law (FOIL). FOIL requests should be submitted to DOCCS Records Access Officer. Specific filing information can be obtained at <http://www.doccs.ny.gov/DOCCSwebfoiform.aspx>. Information may be provided once the entire procurement process has been completed and formally approved by the appropriate state agencies.

Understanding that applicants may want portions of their submissions withheld from FOIL requests after a final contract has been approved, the Department will grant reasonable requests to withhold information pursuant to Public Officer's Law 87(2)(d). Applicants must provide a redacted version of the records they wish to be exempted from release, along with a detailed explanation of why the redaction should apply. Other exemptions, such as those protecting personal privacy or implicating safety and security will be applied without input from applicants, but any identification of possible exemptions is welcome.

- J. Any negotiated contract must conform to the laws of New York State and will be subject to approval by the Department of Law and the Office of the OSC. The contract will not be effective until approval has been granted by the Department of Law and the Office of the OSC.
- K. Information regarding the procurement procedure may be found on the webpage of the New York State Procurement Guidelines of the State Procurement Counsel at: <http://www.ogs.ny.gov/bu/pc/spc.asp> and Office of General Services Procurement Services webpage at: <http://ogs.ny.gov/BU/PC/>.

#### L. AGENCY TERMINATION

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

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

Notwithstanding the foregoing, DOCCS reserves the right to terminate immediately for cause.

**Deficient Certifications:** If the awarded contract has a value greater than \$15,000, DOCCS shall have the right to terminate in the event the State Finance Law sections 139-j and 139-k certifications executed by the Contractor are found to be false or incomplete. If the contract has a value of greater than \$100,000 and Contractor's sales for the immediately preceding four quarters were greater than \$300,000, or if the contract has a value of \$125,000 or greater, DOCCS shall have the right to terminate in the event the successful bidder's 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 the DOCCS for payment of such costs. In any event, no liability shall be incurred by the State (including DOCCS) beyond monies available for the purposes of the awarded contract.

DOCCS may terminate the awarded contract, upon written notice, in the event of any of the following: (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 Contractor's property is levied upon or sold in any judicial proceeding.

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.

- M. 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 §139-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*)**
- ✓ \* **Applicant must complete a narrative/justification for each line item in the budget.**
- ✓ \* **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.**

- ✓ \* **Applicant must have experience working with a criminal justice population.**
  - ✓ \* **Applicant must agree to perform site visits at three correctional facilities (1 male, 1 female, and 1 adolescent facility) before developing curriculum. Correctional facilities to be determined between DOCCS and Contractor upon contract award.**
- C. Submitted applications should include the non-mandatory documentation identified below if applicable.
- ✓ Copy of your organization's by-laws, list of Board of Directors and Certificate of Incorporation; if applicable (For-Profit only)
  - ✓ Copy of any applicable licenses, if applicable, uploaded to the *Pre-Submission Uploads* page.
  - ✓ Résumés of staff to provide services (scanned as one document)
  - ✓ Three professional letters of reference (scanned as one document).
  - ✓ *Vendor Responsibility Questionnaire* (completed and certified online within six months)
  - ✓ FOR-PROFIT PROVIDERS ONLY – Download, complete, and sign the *Procurement Lobbying Certification* for State Finance Law §139j and §139k. 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. Award will go to the vendor whose application provides the **best value** as determined by DOCCS, pursuant to NYS Finance Law §103 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, price shall be the basis for determining the award recipient. The basis for determining the award shall be documented in the procurement record.

A committee of DOCCS personnel, consisting of approximately four to ten DOCCS' staff members from various DOCCS' offices, will evaluate applications independently to determine which applications are most capable of implementing DOCCS' requirements based on the following criteria:

### **Eligibility Review (Pass/Fail)**

Phase I will consist of a review of each application 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*):

Section	Category	Points
I	Knowledge, Best Practice, Evidence to Support Program Design	15 points
II	Screening, Admission, Individualized Participant Planning, Progress Evaluation, Discharge	20 points
III	Staffing, Supervision, and Sustainability	15 points
IV	Staff Training and Program Implementation	10 points
V	Program Monitoring and Outcome Plan	10 points

Points will be awarded for responses in each category as listed above using predetermined rating scales. The resulting Program Review scores will be calculated by adding the Total points from each reviewer and dividing that number by the total number of reviewers. This will create an average score for all reviewers' totals. The highest possible score is 70 points.

### **Cost Review**

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

#### **Budget/Fiscal (25 points)**

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. **NOTE: THE CONTRACT PRICE SHALL BE INCLUSIVE OF ALL TRAVEL COSTS.**

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

The lowest cost (factoring in any proposed third-party revenue, and all other funds) will receive 25 points. Other proposals in that area will receive points in direct proportion to the lowest cost/slot proposal in that area.

### **Bidder Presentations (5 points)**

Bidder presentations will be held for all Finalists. Presentations will be conducted via videoconferencing. Finalists who cannot be contacted to arrange an interview after three attempts may be disqualified. Each Finalist will be notified of the date and time of their presentation. The presentation should demonstrate the Bidder's and/or proposed subcontractor's ability to provide the required services. The Bidder's key staff are strongly encouraged to attend the Presentation.

### **Contract Award**

Awards will be made to applications with the highest total point allocation. The total point allocation is calculated by adding the sum of an application's score for the Program Review, Cost Score Review and Presentation Score.

## **XI. RFA QUESTIONS/IMPORTANT DATES**

- Applicants can submit questions pertaining to this Grant Opportunity by emailing [linda.mitchell@doccs.ny.gov](mailto:linda.mitchell@doccs.ny.gov) or [frank.arpey@doccs.ny.gov](mailto:frank.arpey@doccs.ny.gov). Please include *RFA 2017-15* in the subject line of the email.
- The designated contact for this procurement is Linda Mitchell and the alternate contact is Frank Arpey.
- All questions must be submitted by in writing via e-mail **by Thursday, April 12, 2018.**
- Answers to all questions will be available on the NYS Contract Reporter and on the DOCCS' Web site in the following location: [DOCCS' Procurement Opportunities](#) on or before **Thursday, April 19, 2018.**
- Applications must be completed on the Grants Gateway by **4:00 PM on MONDAY, APRIL 30, 2018.**
- Tentative award announcement will be made on or before **Friday, June 8, 2018.**

# ATTACHMENT A

**Attachment A**  
**ATTACHMENT A**  
**WORK PLAN**

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# Attachment A

## A. ADMINISTRATION

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

The Contractor 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 provider.

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

1. The Contractor shall have a written policy and procedure manual for staff program operation and control. Such materials shall be made available to DOCCS in editable electronic format. In the event that translation/interpretation services are required for other languages, the Contractor will comply with any requests by DOCCS to provide the same, in compliance with [NY Executive Order No. 26 \(EO 26\)](#). Inmates will sign a receipt for the handbook and the receipt will be filed in the inmate's case file. All manuals, handbooks and products produced under this contract are works made for hire. Contractor hereby assigns all rights, including copyrights, in all deliverables and other works prepared by Contractor for DOCCS under the resulting contract. DOCCS acknowledges that Contractor retains its rights in any pre-existing proprietary source documents.
2. The Contractor shall attend and participate in meetings with DOCCS staff for training, technical overview of performance under this contract, problems encountered, and recommendations for program improvements.
3. The Commissioner of DOCCS or designee shall have immediate and on-going access to all records, including any electronic records, pertaining to inmates. Non-compliance with this section constitutes a violation of the terms of the contract and can result in immediate termination of the contract.
4. The Contractor shall establish adequate record-keeping systems that will ensure prompt, complete submission of all fiscal forms to DOCCS as required.

## B. PERSONNEL

1. 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

## Attachment A

competence or integrity of the individual to provide services, shall be employed on the project, unless prior written approval is obtained from DOCCS. No individual under active DOCCS supervision is eligible for employment on this contract, unless prior written authorization is obtained from DOCCS.

2. The Contractor must adopt and comply with the applicable Prison Rape Elimination Act (PREA) Standards. In keeping with the Prison Rape Elimination Act (PREA), DOCCS has zero tolerance for sexual abuse or sexual harassment. DOCCS recognizes that inmates and parolees have the right to be free from sexual abuse and sexual harassment. Any Contract Service Provider who, through the performance of their duties under this Contract will work within a correctional facility and have contact with inmates shall participate in general PREA training (“Sexual Abuse Prevention and Response Introduction/Refresher”) prior to providing services under the Contract that require inmate contact.
  - a. Such training shall be conducted at the Correctional Facility and each Contract Service Provider shall sign an acknowledgement form that they have completed and understand the training that has been provided. The training will address responsibilities under the Department’s sexual abuse and sexual harassment prevention, detection, and response policies and procedures pursuant to PREA.
  - b. Each Contract Service Provider will read the most updated version of the Policy on the Prevention of Sexual Abuse of Inmates and Training Bulletin 7 “PREA: Sexual Abuse Prevention and Response”. Each Contract Service Provider must acknowledge receipt in writing that they will be held accountable for and act in accordance with the policy and the law.

### C. CASE RECORDS

1. Protection of confidentiality for case records is essential. Applicable federal and state law and regulations, and DOCCS procedures and guidelines must be followed. No records or information concerning inmates may be disclosed to the inmate or public without prior approval of the Commissioner of DOCCS or designee, nor can any records be released without a fully executed authorization form.

### D. PROGRAM SERVICES

This request seeks proposals from individual and institutional experts to develop an evidence-based *trauma recognition and skill building program* to be piloted at up to seven DOCCS facilities. Pilot populations include both male and female incarcerated persons, members of the LGBTQ community, and adolescent offenders; in both maximum and

## Attachment A

medium security level settings. The curriculum must be able to be implemented in both a residential and non-residential milieu. Applicants should have expertise in sexual victimization and trauma treatment in correctional environments, as well as experience addressing a broader scope of trauma, inclusive of complex and multiple traumas, and an ability to develop materials which can be applied universally with little modification for female, male, and adolescent offenders and members of the LGBTQ community. Selection of participants for the program will be those voluntarily seeking assistance with issues related to trauma.

### Applicants should at a minimum respond to the following:

- Development of a manualized *trauma specific skill building and recognition curriculum*, founded on the recommendations for best practices, potential program participant groups, open or closed group format, service durations, capacities given the staffing parameters, frequency and duration of small groups and individual sessions.

Curriculum should be written for facilitation by a Licensed Master Social Worker II (<https://www.cs.ny.gov/announarchive/announcements/20-050.cfm?live=false>; [https://www.cs.ny.gov/tsplan/tsp\\_display2.cfm?speccode=8156100F](https://www.cs.ny.gov/tsplan/tsp_display2.cfm?speccode=8156100F)) who will primarily be assigned to the delivery of the curriculum, but may have other ancillary duties. Program development should identify supporting activities which participants may engage in without staff facilitation.

- Train supervisory and line staff in all curriculum areas. Training attendees to include all facility Social Worker staff in order to promote maintenance of programming and appropriate coverage of services.
- Formulate gender and age (bearing in mind the possibility of a adolescent male population of 16 to 18 year-olds) specific program admission criterion.
- Develop a formal intake process; develop criteria selection for group appropriateness/readiness.
- Develop orientation and aftercare processes.
- Develop pre- and post- participant surveys.
- Develop program standards and expectations.
- Develop gender specific evaluation of participant progress.
- Develop formalized discharge criteria.
- Construct a plan for sustainability- how to address staff turnover, how to continue this work upon conclusion of the sub-grant duration.

## Attachment A

- Provide routinely scheduled video and or telephone support to supervisory and line staff for the duration of the sub-grant.
- Provide on-site follow-up for line staff quarterly (at minimum) for the duration of the sub-grant.

### E. REPORTING DELIVERABLES

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

### F. PROPOSED DELIVERABLES

#	Name	Description	Payment Percentage for Completion of Deliverable
1	Site Visit to Correctional Facility	Mandatory visit to <u>recommended sites</u> to include a male facility, a female facility, and an adolescent facility <ul style="list-style-type: none"> <li>• Report submission to follow</li> </ul>	15%
2	Development of Trauma Treatment Curriculum draft	Curriculum to include: <ul style="list-style-type: none"> <li>• Evidentiary support</li> <li>• Assessment, intake, pre-/post-surveys, interim participant evaluation, and discharge records</li> <li>• Frequency, duration, capacity, open v. closed</li> <li>• Residential and modular format</li> <li>• Appropriate modules for target groups, i.e., male, female, adolescent, LGBTQ</li> </ul>	15%
3	Final Trauma Treatment Curriculum	Fully developed curriculum, incorporating all recommended changes made to draft version	30%
4	Trauma Treatment Curriculum Training for Staff	Training to line and supervisory staff	20%

## Attachment A

		<ul style="list-style-type: none"> <li>• Training to occur at either designated facilities or DOCCS training academy</li> </ul>	
5	Fidelity Check and Corrective Action	<p>Onsite follow up to determine quality of material delivery</p> <ul style="list-style-type: none"> <li>• Written report of finding and any corrective action needed</li> </ul>	10%
6	Technical Support and Refresher Training	<p>Based on Fidelity Check</p> <ul style="list-style-type: none"> <li>• Ongoing contact with staff by phone or video for duration of contract</li> <li>• Onsite refresher training, prior to conclusion of contract</li> </ul>	5%
7	Final Report	<p>Report to include</p> <ul style="list-style-type: none"> <li>• Summary of all technical support provided</li> <li>• Recommendations to maintain authenticity of original curriculum, based on refresher training</li> </ul>	5%

# ATTACHMENT B

## **BUDGET/FISCAL (25 POINTS)**

### **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 that specifically line out the funding required to support your program annually. Narrative justifications should properly reflect each line item of the budget detail sheets in the application. Please include any formulas used to calculate salaries, fringe benefits, non-personal service numbers, third party revenue, indirect costs and all other funds.

If your proposal's required expenditure based budget, budget narrative/justifications, indirect cost calculation and all other funds are not clearly lined out in your proposal, your proposal may be disqualified. If a bidder does not have indirect costs, clearly indicate "Not Applicable" on Attachment E-1. Failure to do so will result in disqualification.

### **B. 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 "indirect costs" at the major-object level, and the same for all direct program costs for all contractual agreements that your organization has 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 "All Other Programs". Also, if bidder does not have indirect costs, clearly indicate "Not Applicable" on Attachment E-1. Please note if applicable when completing Attachment B-1 Expenditure Based Budget indirect cost should be captured under F) Other Expenses.

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

### **C. Start-up Cost Guidelines**

DOCCS requires programs to be fully prepared to operate 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.

#### **D. Budget Narrative Guidelines**

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

1. Personnel Services Expenditures: Title, Percent to DOCCS, and responsibilities;
2. Fringe Benefits;
3. Contractual/Consultant Services;
4. Supplies and Materials; and
5. Equipment

#### **E. 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 lowest cost proposal will receive 25 points. Other proposals will receive points in direct proportion to the lowest cost proposal.

**ATTACHMENT E-1**

**NYS DOCCS RFA 2017-15**

**TRAUMA CURRICULUM DEVELOPMENT & PROGRAM IMPLEMENTATION  
INDIRECT COST CALCULATIONS**

**EXAMPLE - DO NOT USE  
SEE NEXT SHEET**

**ORGANIZATION NAME:**


**Check One Below:**

Requested Indirect Cost Rate 4%

N/A: There are no Indirect Costs Associated with this Program

Backup to support indirect cost rate included in proposal submitted pursuant to RFA 2017-15

1	2	3	4
	<b>Direct Costs Proposed DOCCS Program</b>	<b>Proposed Indirect Costs</b>	<b>Total Costs</b>
<b>Personal Service</b>			
Salaries	100,000	3,000	103,000
Overtime	10,000	500	10,500
Fringe Benefits	20,000	2,000	22,000
<b>NPS</b>			
Contractual	40,000	1,000	41,000
Travel	10,000	500	10,500
Equipment	10,000	500	10,500
Supplies & Materials	10,000	500	10,500
<b>Sub Total</b>	<b>200,000</b>	<b>8,000</b>	<b>208,000</b>
<b>Indirect Costs</b>	<b>8,000</b>	<b>N/A</b>	<b>N/A</b>
<b>Total</b>	<b>208,000</b>	<b>N/A</b>	<b>N/A</b>

*Indirect Cost rate is column 3, divided by column 2.*

$$8,000 \div 200,000 = 4\%$$

*Accordingly, Indirect Costs for proposed DOCCS program is \$8,000*

**NOTES:**

*Column 1: These are the major object expenditures categories that a program would have.*

*Column 2: These are all of your direct costs by major object that would support the DOCCS proposed program.*

*Column 3: These are all of your indirect costs by major object that would support the DOCCS proposed program.*

*Please remember that actual reimbursement of these costs will require details at the sub object level.*

*Column 4: Total entities costs include DOCCS proposed program and all indirect costs.*

**ATTACHMENT E-1**

**NYS DOCCS RFA 2017-15**

**TRAUMA CURRICULUM DEVELOPMENT & PROGRAM IMPLEMENTATION  
INDIRECT COST CALCULATIONS**

**ORGANIZATION NAME:**


**Check One Below:**

	Requested Indirect Cost Rate _____ %
--	--------------------------------------

	N/A: There are no Indirect Costs Associated with this Program
--	---

Backup to support indirect cost rate included in proposal submitted pursuant to RFA 2017-15

1	2	3	4	NOTES
	<b>Direct Costs Proposed DOCCS Program</b>	<b>Proposed Indirect Costs</b>	<b>Total Costs</b>	
<b>Personal Service</b>				List Items Below -- Additional Lines May be Entered as Needed
Salaries	0	0	0	
Overtime	0	0	0	
Fringe Benefits	0	0	0	
<b>NPS</b>				
Contractual	0	0	0	
Travel	0	0	0	
Equipment	0	0	0	
Supplies & Materials	0	0	0	
<b>Sub Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Indirect Costs</b>		N/A	N/A	
<b>Total</b>	<b>0</b>	<b>N/A</b>	<b>N/A</b>	

Indirect Cost rate is column 3, divided by column 2.  
 \_\_\_\_\_ ÷ \_\_\_\_\_ = \_\_\_\_ %  
 Accordingly, Indirect Costs for proposed DOCCS program is \$ \_\_\_\_\_

**NOTES TO BE COMPLETED BY APPLICANT:**

Salaries: List Each Title and Salary Here

- 1)
- 2)
- 3)

Contractual: List Items Here

- 1)
- 2)
- 3)

Equipment: List Items Here

- 1)

2)

3)

Supplies & Materials: List Items Here

1)

2)

3)

# ATTACHMENT C

## NYS DOCCS RFA 2017-15

# TRAUMA CURRICULUM DEVELOPMENT AND PROGRAM IMPLEMENTATION

## 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. **KNOWLEDGE, BEST PRACTICE, EVIDENCE TO SUPPORT PROGRAM DESIGN (15 POINTS)**
  - A. Describe your expertise in addressing a broad scope of trauma, inclusive of complex and multiple traumas, and your ability to develop materials which can be used universally with little modification for varied populations (men, women, adolescent, LGBTQ, sexual victimization while incarcerated). **(2 POINTS)**
  - B. What is your expertise in sexual victimization and trauma treatment in correctional environments? **(2 POINTS)**
  - C. Describe a strong array of trauma specific recognition and skill building strategies which you would use in program development and training. **(2 POINTS)**
  - D. Present a clear and detailed plan describing how and when deliverables will be available. A residential and modular program for men, women, and adolescent offenders, all of which are to be inclusive and sensitive to the LGBTQ population, must be described for 3 female (Albion, Bedford Hills, Taconic), 2 adult male (Gouverneur and Groveland Main), and 2 adolescent offender (Adirondack, and Hudson) correctional facilities. **(2 POINTS)**
  - E. Describe a manualized curricula which minimally addresses trauma recognition, trauma theory and treatment practice, skill building strategies, self-regulation, and maintenance planning. **(2 POINTS)**
  - F. Define and support basis for open verse closed group programming, frequency and duration of individual and group activities, group capacity, duration of program. **(2 POINTS)**

- G. Describe your organization's experience in working with criminal justice populations, specify the total number of years of experience, and identify any current services of a similar nature being provided to other agencies. **(1 POINT)**
- H. For-Profit applicants must describe your organization's mission, structure and experience as a service organization. Attach a copy of your organization's by-laws, a list of your Board of Directors, and if applicable, include a copy of your Certificate of Incorporation. Not-for-profits entities must have this information/documentation in their document vaults as a pre-requisite for prequalification; therefore, equal points are provided to these entities. **(2 POINTS)**

**II. A SCREENING, ADMISSION, INDIVIDUALIZED PARTICIPANT PLANNING, PROGRESS EVALUATION, DISCHARGE (20 POINTS)**

- A. Describe admission and assessment/screening criteria for group appropriateness and readiness, individualized program planning, individual and group counseling, and maintenance of case records. **(4 POINTS)**
- B. Define how participant assessments will be completed upon entering the program and documented in the case record. **(4 POINTS)**
- C. Define orientation and aftercare tools or activities for individual and group programming; self-directed activities are included (i.e., journaling) **(3 POINTS)**
- D. Define program standards and expectations; indicate elements of a participant contract. **(2 POINTS)**
- E. Define participant progress evaluation criteria, process to conduct routine participant progress evaluations, and how to document in the case record. **(2 POINTS)**
- F. Define how case notes documenting the participant's progress and/or issues are to be maintained. **(2 POINTS)**
- G. Identify program discharge criteria and indicate how discharge summaries, with recommendations, are to be maintained. **(3 POINTS)**

**III. STAFFING, SUPERVISION, AND SUSTAINABILITY (15 POINTS)**

- A. Specify how curricula will be implemented/facilitated by a Licensed Master Social Worker II within the scope of their defined responsibilities. **(4 POINTS)**

- B. Define clinical supervision recommendations that appear adequate to achieve the program objectives and promote staff wellness and effectiveness. **(4 POINTS)**
- C. Define a plan of sustainability to minimally include staff wellness, staff retention, and staff training. **(4 POINTS)**
- D. Define plan to routinely provide scheduled video and telephone support to supervisory and line staff for the duration of available monies; and on-site support for line staff quarterly (at minimum) for the duration of the grant. **(3 POINTS)**

#### **IV. STAFF TRAINING AND PROGRAM IMPLEMENTATION (10 POINTS)**

- A. Describe a comprehensive program training plan which includes program philosophy, overall program design, description of program components, program schedule, space requirements, and manualized program curricula. **(4 POINTS)**
- B. Provide convincing evidence regarding your reputation, qualifications and achievements related to trauma recognition and trauma specific skill building services for criminal justice clients; evidence of ability to develop deliverables. **(3 POINTS)**
- C. Define multiple onsite training plan for executive, supervisory, and LMSW II staff, to minimally include trauma research and theory, trauma recognition, trauma skill building strategies, trauma participant identification, screening and readiness assessment, manualized curricula facilitation, and implementation. **(3 POINTS)**

#### **V. PROGRAM MONITORING AND OUTCOME PLAN (10 POINTS)**

- A. Provide a program evaluation plan/monitoring plan that defines recommended outcome criteria, assesses the effectiveness of the program, identifies progress in meeting the program goals and identifies areas needing improvement. **(3 POINTS)**
- B. Describe pre- and post-participant surveys. **(2 POINTS)**
- C. Describe a staff training, development, and sustainability plan that appears adequate to the scope of the project. **(5 POINTS)**

# ATTACHMENT D



# ATTACHMENT E

# CONTRACTOR INSURANCE REQUIREMENTS

## ATTACHMENT E for RFA 2017-15

### **1.1 Indemnification**

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

### **1.2 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.

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.

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.

CONTRACTOR INSURANCE REQUIREMENTS  
ATTACHMENT E for RFA 2017-15

3. Certificates of Insurance/Notices. Bidders and Contractors shall provide DOCCS with a Certificate or Certificates of Insurance, in a form satisfactory to DOCCS as detailed below, and pursuant to the timelines set forth in Section B below. Certificates shall reference the Solicitation or award number and shall name The New York State Department of Corrections and Community Supervision, Harriman Campus, 1220 Washington Avenue, Albany, New York 12226-2050, as the certificate holder.

Certificates of Insurance shall

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

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

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

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

CONTRACTOR INSURANCE REQUIREMENTS  
ATTACHMENT E for RFA 2017-15

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

CONTRACTOR INSURANCE REQUIREMENTS  
ATTACHMENT E for RFA 2017-15

9. **Additional Insured.** The Contractor shall cause to be included in each of the liability policies required below, coverage for on-going and completed operations naming as additional insureds (via ISO coverage forms 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): 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.

**CONTRACTOR INSURANCE REQUIREMENTS**  
**ATTACHMENT E for RFA 2017-15**

**13. Deadlines for Providing Insurance Documents after Renewal or Upon Request.**

As set forth herein, certain insurance documents must be provided to the DOCCS Contract Procurement Unit. 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:

<b>Insurance Type</b>		<b>Proof of Coverage is Due</b>
<b>Commercial General Liability</b>	[Not less than \$2,000,000 each occurrence]	Updated in accordance with Contract
General Aggregate	\$2,000,000	
Products – Completed Operations Aggregate	\$2,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
<b>Business Automobile Liability Insurance</b>	[Not less than \$2,000,000 each occurrence]	
<b>Workers' Compensation</b>		
<b>Disability Benefits</b>		

**CONTRACTOR INSURANCE REQUIREMENTS**  
**ATTACHMENT E for RFA 2017-15**

1. **Commercial General Liability Insurance:** Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) [and explosion, collapse & underground coverage].

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

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

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

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

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

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

CONTRACTOR INSURANCE REQUIREMENTS  
ATTACHMENT E for RFA 2017-15

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

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

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals.

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

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

CONTRACTOR INSURANCE REQUIREMENTS  
ATTACHMENT E for RFA 2017-15

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov));
- Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to DOCCS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to DOCCS upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov));
- Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to DOCCS by the Contractor's insurance carrier upon request; or
- Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.

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

# ATTACHMENT F

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

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

**Business Participation Opportunities for MWBEs**

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

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

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

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

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

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

this procurement. Additionally, a bidder will be required to submit the following documents and information as evidence of compliance with the foregoing:

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

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

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

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

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

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

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

### **Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the bidder agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The bidder is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the bidder, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities

without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

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

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

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

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



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

**EEO STAFFING PLAN  
(EQUAL EMPLOYMENT OPPORTUNITY)**

**SUBMIT WITH BID OR PROPOSAL**

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

Enter the total number of employees for each classification.

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

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

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

**Instructions for completing:**

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

**RACE/ETHNIC IDENTIFICATION**

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

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

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

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

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

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

**OTHER CATEGORIES**

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

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

### M/WBE AND EEO POLICY STATEMENT

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

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

#### **M/WBE**

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

#### **EEO**

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

(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,

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

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

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

**Minority/ Women Business Enterprise Liaison**

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

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

**M/WBE Contract Goals**

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

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

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

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

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

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

Contact:

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



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

**M/WBE UTILIZATION PLAN**

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

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

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

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

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

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

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

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

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

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

**SIGNATURE AND DATE:**

**FOR AGENCY USE ONLY**

**REVIEWED BY:**

**DATE:**

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

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

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

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

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

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

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

**Instructions:**

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

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

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

# ATTACHMENT G

## PROCUREMENT LOBBYING CERTIFICATION

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

Procurement Lobbying information can be accessed at:

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

### **Offerer Certification:**

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

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

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

### **Procurement Lobbying Termination**

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

# ATTACHMENT H

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

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

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

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

2. The confidential information disclosed by DOCCS under this Agreement is described as:  
\_\_\_\_\_.

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

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

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

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

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

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

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

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

11. This agreement controls information that is disclosed to Recipient between **through . (ENTER START AND END DATES)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Corrections and  
Community Supervision

**CONTRACTOR NAME**

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

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

Print Name: Sandra L. Downey

Print Name: \_\_\_\_\_

Title: Director, Budget and Finance

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

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

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

# ATTACHMENT I

**ATTACHMENT I**  
**RFA 2017-15**  
**Trauma Curriculum Development and Program Implementation**

The Contractor will be required to submit monthly progress reports and participate in monthly telephone conference calls.

**Monthly Progress Report Topics**

- Report on the results of the site visits to correctional facilities
- Progress on the development of the foundation curriculum and three (3) specialized modules (for males, females, and adolescent facilities)
- Progress on revisions to the foundation curriculum and 3 specialized modules leading to the final curriculum
- Preparation for the staff training
- Progress on feedback regarding staff training
- Progress on feedback regarding the results of the fidelity visits to three DOCCS sites utilizing the curriculum
- Recommendations for refresher training and provision of on-going support as needed
- Progress on the project final report

**Monthly Telephone Conference Calls**

- Held between Contractor and DOCCS

# ATTACHMENT J

NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION  
 THE HARRIMAN STATE CAMPUS, 1220 WASHINGTON AVENUE  
 ALBANY, NY 12226-2050

**RFA # 2017-15**

**TRAUMA CURRICULUM DEVELOPMENT AND PROGRAM IMPLEMENTATION**

***Attachment J – Deliverable Acceptance Form***

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

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

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

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

# ATTACHMENT K

**ATTACHMENT K**  
**RFA 2017-15 TRAUMA CURRICULUM DEVELOPMENT & PROGRAM**  
**IMPLEMENTATION**  
**MANDATORY BIDDER REQUIREMENTS**

<b>Qualification 1</b>	
The Bidder has experience working with a criminal justice population	
	<input type="checkbox"/> Yes <input type="checkbox"/> No*
<b>Qualification 2</b>	
The Bidder agrees to perform site visits at three correctional facilities (1 male, 1 female, and 1 adolescent facility) before developing curriculum. Correctional facilities to be determined between DOCCS and Contractor upon contract award.	
	<input type="checkbox"/> Yes <input type="checkbox"/> No*

**\*A “No” Response to any of the mandatory qualifications will result in disqualification.**

*Below, describe in detail how the Bidder meets Minimum Bidder Qualifications as outlined above. Please **provide clear and accurate descriptions of the Bidder’s experience for each Minimum Qualification.** DOCCS will not interpret omissions and vagueness in the bidder’s favor. Type to expend response areas on form.*

<b>Qualification 1:</b> The Bidder must demonstrate how they reach the requirement threshold as outlined in Qualification 1	
<b>Project 1 Name:</b>	
<b>Dates (month/year) of Experience (including date the project was completed):</b>	
<b>Client Name(s):</b>	
<b>Project(s) Description (to include scope):</b>	

**Additional projects can be added based on need to demonstrate qualification.**

# ATTACHMENT L

**New York State Department of Corrections and Community Supervision  
RFA 2017-15, Trauma Curriculum Development and Program Implementation  
Application Instructions**

**Introduction:** The associated RFA 2017-15 is now posted on the NYS Contract Reporter and the Grants Gateway. To complete the application, eligible grantees must register on the Gateway application: [NYS Grants Gateway Registration](#)

For providers already registered on the Gateway, please search for the following opportunity to access the application for the RFA 2017-15: DOC01-TCD18-2018 on the Gateway.

**Application:** Access the above-cited opportunity, review the entire application, and download the associated documents. The RFA 2017-15 and the other documents available will serve as a reference for the application process.

1. Be familiar with the Pass/Fail responses that are provided in the RFA.
2. To be eligible for an award, applicant must have experience working with a criminal justice population and agree to perform site visits at three correctional facilities before developing curriculum.
3. All applicants should enter responses in the *Program-Specific Questions* module.
4. For each question, enter the requested information in the Response field, and upload any requested documents.
5. Read questions carefully: Some of the questions require the applicant to access the *Pre-Submission Uploads* page, download documents posted by DOCCS, complete and sign documents that have been downloaded, and upload the completed documents.
6. Important: Some documents are requested on *Pre-Submission Uploads* page or in the *Program-Specific Questions*. Applicants are responsible for checking both locations for the necessary uploads.
7. For the financial requirements, see Attachment B of the RFA 2017-15. Applicants must upload the required documents:
  - a. For Form E-1, *Indirect Cost Sheet*, a sample is provided in the *Pre-Submission Uploads* page and in RFA 2018-02, Attachment E, and applicants can access the Excel version on the *Pre-Submission Uploads* page. To complete the spreadsheet select enable editing on the banner.
  - b. For Attachment B-1, *Expenditure Budget*, complete the narrative justification for each line.

8. For-Profit providers must be registered in the Grants Gateway application and provide all of the requisite documents including the *Procurement Lobbying Certification* (Pre-Submission Uploads).
9. Applicants can submit questions pertaining to this Grant Opportunity by emailing [linda.mitchell@doccs.ny.gov](mailto:linda.mitchell@doccs.ny.gov) or [frank.arpey@doccs.ny.gov](mailto:frank.arpey@doccs.ny.gov). Please include RFA 2017-15 in the subject line of the email.
  - The designated contact for this procurement is Linda Mitchell and the alternate contact is Frank Arpey.
10. Note the following important information:
  - All questions must be submitted by in writing via e-mail.
  - Answers to all questions will be will be available on the NYS Contract Reporter and on the DOCCS' Web site in the following location: DOCCS' Procurement Opportunities.
  - Applications must be completed on the Grants Gateway by **4:00 PM** on **MONDAY, APRIL 30, 2018**.

The following instructions are from the NYS Grants Gateway:

# Starting a Grant Application

## 1 Prerequisites

- 1.1 **Registration:** All entities that wish to apply for grants in NY State must be registered in the Grants Gateway. This process includes filling out and mailing a signed and notarized registration form. Your organization will not be able to start a grant application until it has an account with the Grants Gateway. If your organization does not yet have an SFS (Statewide Financial System) Vendor ID number, the registration process will take an extra 2-3 business days to be processed.

Related Links:

- 1.1.1 [Registration Form](#)
- 1.1.2 [Video: Grants Gateway Registration](#)
- 1.1.3 [Grants Gateway Registration](#)

- 1.2 **Prequalification:** All non-profit organizations applying for grants in NY State must be prequalified in the Grants Gateway prior to the grant application due date and time.

**NOTES:**

Governmental entities and for-profit organizations are not required to be prequalified.

You may work on your prequalification and grant applications simultaneously; you don't have to wait for prequalification to start an application.

Related Links:

- 1.2.1 [Vendor Prequalification Manual](#)
- 1.2.2 [Maintaining Prequalification document](#)
- 1.2.3 [Video: Grants Gateway Prequalification](#)

1.3 **System Roles:** You must be logged in under the right role in order to begin a grant application. The role of *Grantee Delegated Administrator* **cannot** start a grant application. However, this user can create accounts for roles that can start applications.

1.3.1 **Grantee:** This role can start, edit, and save a grant application, but can't submit the application.

1.3.2 **Grantee Contract Signatory:** This role can start, edit, save, and submit (sign) a grant application.

1.3.3 **Grantee System Administrator:** This role has the same rights as the Grantee Contract Signatory.

1.3.4 The **Grantee Delegated Administrator** can add a new account by following these steps:

- 1) Click on **Organization(s)**
- 2) Click on **Organization Members**
- 3) Click on **Add Member**
- 4) Click on **New Member**
- 5) Fill out the required fields on the blank New Member page and select the appropriate role.
- 6) Click **[SAVE AND ADD TO ORGANIZATION]** when complete.

Refer to the section starting on page 15 of the [Grantee User Guide](#) for detailed instructions.

## 2 Search for the Grant Opportunity

2.1 Log in to the Grants Gateway system in either one of the following roles

- Grantee
- Grantee Contract Signatory
- Grantee System Administrator

2.2 On your home page there is a section called “View Available Opportunities”. Click on the [VIEW OPPORTUNITIES] button.

### View Available Opportunities

You have Opportunities available.  
Select the **View Opportunities** button below to see what is available to your organization.

**VIEW OPPORTUNITIES**

- 2.3 Search for the grant by using some of the search fields. You can select the agency's name or type in a key word in the Grant Opportunity Name field

### Opportunities

Search by Grant Opportunity Name

Search by Due Date From:  To:

Search by Eligibility

Search by Funding Agency

- 2.4 The results will appear below the search box. Click on the link to the Grant Opportunity you wish to apply for; this will bring you to the Opportunity Funding Profile page.
- 2.5 Begin your application by clicking on the [APPLY FOR GRANT OPPORTUNITY] button.

**APPLY FOR GRANT OPPORTUNITY**

## 3 Work through the Forms Menu

Everything that is required of you will be found in the “Forms Menu” of the application. The Forms Menu includes several pages of forms and documents that you must complete and save. This includes your project address, questions to be answered (Program Specific Questions), your budget, a work plan, and attachments (Pre-Submission Uploads).

## 4 Finding an Application You've Already Started

If you've started an application and have logged out of the system, the next time you log in, the application will be found in your “My Tasks” section on the home page. You can also use the “Applications” search function at the top of the page to search for all applications started for your organization.

### My Tasks

You have 5 new tasks.  
You have 0 tasks that are critical.  
Select the **Open Tasks** button below to view your active tasks.

## 5 Submitting Your Application

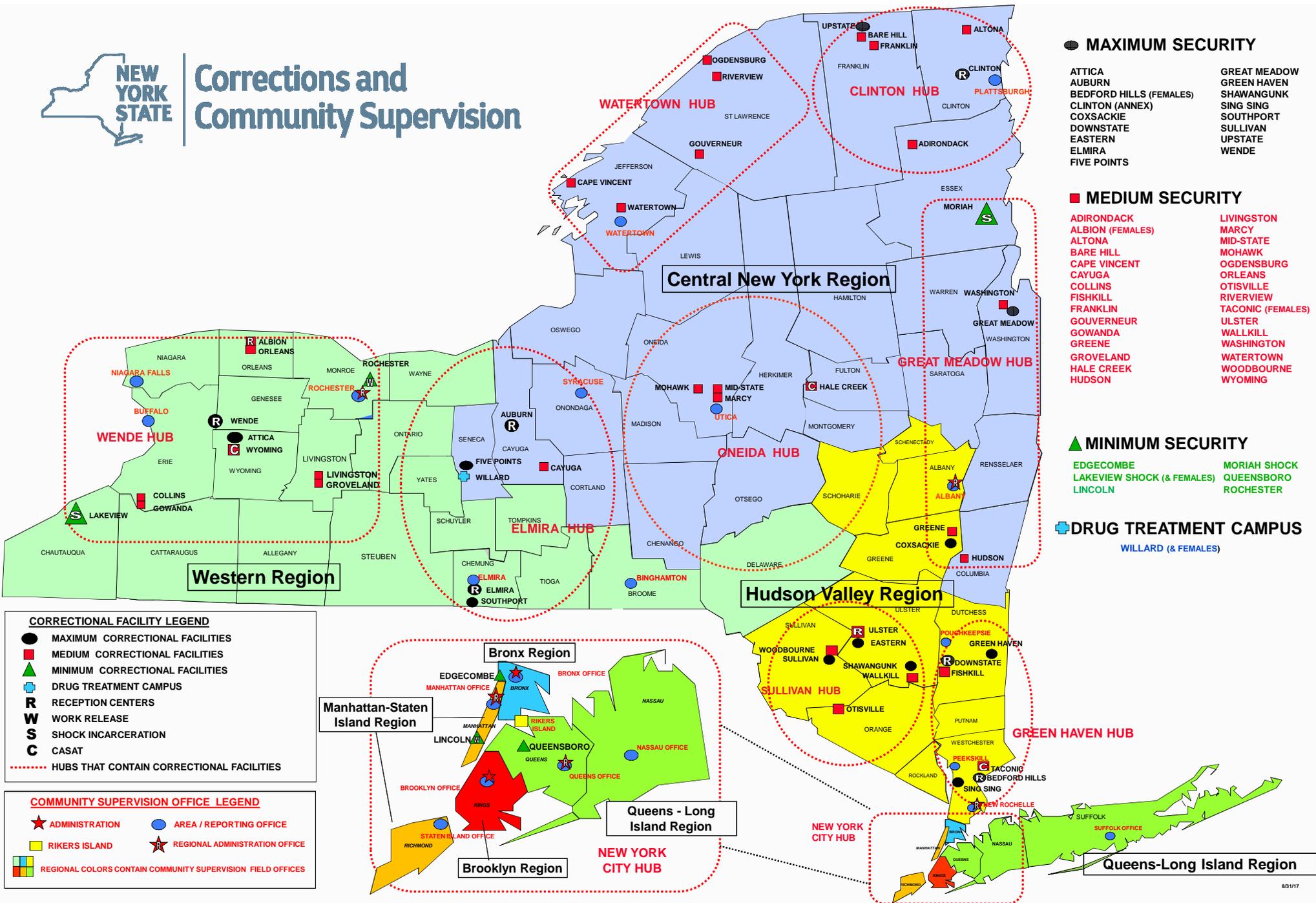
All grant applications have a due date and time. The Grants Gateway will not accept applications after the specific time applications are due. You are strongly encouraged to submit your application 24 or 48 hours in advance of the designated deadline to ensure that any problems you encounter are handled before the deadline.

- 5.1 Log in to the Grants Gateway system in either one of the following roles
  - Grantee Contract Signatory
  - Grantee System Administrator
- 5.2 Locate (search for) and access the application
- 5.3 Review the application: You can go through each section in the Forms Menu and/or you can click on the “Print Application” option which will show you all of your text-based answers (it will not show you the attachments you have added).
- 5.4 Submit the application
  - 5.4.1 Click on Status Changes and apply the status of **Application Submitted**.
- 5.5 Confirm that the application was submitted: You will receive an email a few minutes after submission, confirming that the application was submitted; your task will go away (as it is now a task for the state agency); the status of the application will change to “Assignment of Reviewers”.

# ATTACHMENT M



# Corrections and Community Supervision



### ● MAXIMUM SECURITY

- ATTICA
- AUBURN
- BEDFORD HILLS (FEMALES)
- CLINTON (ANNEX)
- COXSACKIE
- DOWNSTATE
- EASTERN
- ELMIRA
- FIVE POINTS
- GREAT MEADOW
- GREEN HAVEN
- SHAWANGUNK
- SING SING
- SOUTHPORT
- SULLIVAN
- UPSTATE
- WENDE

### ■ MEDIUM SECURITY

- ADIRONDACK
- ALBION (FEMALES)
- ALTONA
- BARE HILL
- CAPE VINCENT
- CAYUGA
- COLLINS
- FISHKILL
- FRANKLIN
- GOVERNEUR
- GOWANDA
- GREENE
- GROVELAND
- HALE CREEK
- HUDSON
- LIVINGSTON
- MARCY
- MID-STATE
- MOHAWK
- OGDENSBURG
- ORLEANS
- OTISVILLE
- RIVERVIEW
- TACONIC (FEMALES)
- ULSTER
- WALLKILL
- WASHINGTON
- WATERTOWN
- WOODBOURNE
- WYOMING

### ▲ MINIMUM SECURITY

- EDGECOMBE
- LAKEVIEW SHOCK (& FEMALES)
- LINCOLN
- MORIAH SHOCK
- QUEENSBORO
- ROCHESTER

### ⊕ DRUG TREATMENT CAMPUS

WILLARD (& FEMALES)

### CORRECTIONAL FACILITY LEGEND

- MAXIMUM CORRECTIONAL FACILITIES
- MEDIUM CORRECTIONAL FACILITIES
- ▲ MINIMUM CORRECTIONAL FACILITIES
- ⊕ DRUG TREATMENT CAMPUS
- R RECEPTION CENTERS
- W WORK RELEASE
- S SHOCK INCARCERATION
- C CASAT
- ..... HUBS THAT CONTAIN CORRECTIONAL FACILITIES

### COMMUNITY SUPERVISION OFFICE LEGEND

- ★ ADMINISTRATION
- AREA / REPORTING OFFICE
- RIKERS ISLAND
- ★ REGIONAL ADMINISTRATION OFFICE
- REGIONAL COLORS CONTAIN COMMUNITY SUPERVISION FIELD OFFICES

# ATTACHMENT N

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

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

II. **DEFINITIONS**

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

### III. CRIMINAL HISTORY INQUIRIES

#### A. Employee

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

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

NOTE: Paid interns will be processed as employees.

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

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

#### B. Outside Agency Employees

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

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

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

#### IV. FINGERPRINTING

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

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

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

NOTE: Paid interns are processed as civilian employees.

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

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

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

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

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

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

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

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

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

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

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

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

NYS DOCCS

Attn: EIU

1220 Washington Avenue

Albany, NY 12226 – 2050.

\*See the summary Processing Chart, Attachment A.

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C. Fees\*

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

\*See the summary Processing Chart, Attachment A.

- D. Audits: Periodic audits of all facilities will be conducted by EIU for compliance of fingerprint submission and collection of fees. Where it has been found that an employee has left service before the fee was collected, in accordance with the procedures of this directive, EIU will notify the facility (DSA and Steward) and the Director of Budget and Finance of the person that left owing fingerprint fees and how much. The Central Office Division of Budget and Finance will contact the facility to process their end of the JV and forward it to Central Office for processing to move the money into the fingerprint fee account.
- E. If suspect information on matters with potential terrorism connections is returned during any inquiry, it shall be forwarded to the local joint terrorism task force or similar agency.

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

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

C = Central Office or Community Supervision Offices

F = Facility

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

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

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

C = Central Office or Community Supervision Offices

F = Facility

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

 <p style="text-align: center;">STATE OF NEW YORK DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION</p> <p style="text-align: center;"><b>DIRECTIVE</b></p>	<p>TITLE</p> <p style="text-align: center;"><b>Information Security Policy</b></p>		<p>NO. 2810</p>
			<p>DATE 09/02/2014</p>
<p>SUPERSEDES</p> <p style="text-align: center;">DIR# 2810 Dtd. 01/05/2012</p>	<p>DISTRIBUTION</p> <p style="text-align: center;">A</p>	<p>PAGES</p> <p style="text-align: center;">PAGE 1 OF 14</p>	<p>DATE LAST REVISED</p>
<p>REFERENCES (Include but are not limited to)</p>	<p>APPROVING AUTHORITY</p> <p style="text-align: center;"></p>		

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

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

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

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

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

**IV. SECURITY**

A. Asset Management

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

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

B. Physical Security

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

C. Laptop and Portable Computer Equipment

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

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D. Configuration Management

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

E. Computer Storage Media Protection

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

F. User Identification, User Access, and Passwords

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

9. Passwords must be at least eight characters in length and contain a combination of numbers, upper or lower case letters, and/or special characters.
  10. Application owners and/or designated CSCs must conduct annual reviews of all access lists to identify user accounts with access that is not commensurate with the user's current job assignment.
  11. The Division Head or designee shall promptly notify ITS via an e-mail to [doccs.sm.AAS@doccs.ny.gov](mailto:doccs.sm.AAS@doccs.ny.gov) when the following events occur:
    - a. A user is no longer assigned to the facility; or
    - b. A user changes assignments that would affect access authorizations.
  12. The Division Head or designee and/or designated CSC shall contact the ITS Public Safety Contact Center in the event a user, administrator, or system password is compromised or reasonably believed to be compromised.
  13. The Information Security Office, as directed by the ISO, shall conduct periodic audits to determine the effectiveness and integrity of User IDs and passwords.
  14. Access to computer equipment on other than normally assigned work schedules, for special purposes, or on an overtime basis should have the prior approval of the individual's supervisor and a documented copy of that approval provided to, and archived by, the CSC.
- G. Document Security
1. Instruction manuals, operating instructions, diagrams, and other sensitive information must not be left unattended, and must be secured and controlled at all times. Inmates must not be allowed access to sensitive documents unless specifically authorized by the Facility Superintendent and Regional Director.
  2. Hard copies of personally identifiable information (PII) and protected health information (PHI) must not be left unattended or in view of unauthorized individuals.
  3. All computer generated reports must have adequate controls and procedures established to ensure proper filing, distribution, reproduction, mailing, and destruction. DOCCS Directive #2011, "Disposition of Departmental Records," should be consulted for specific details.
- H. Secure Operations
1. Users must ensure that unattended computer and/or equipment terminal screens are not left displaying data or allowing access or modification of Department records.
  2. Data files obtained from non-Department-owned and controlled computers must be screened for viruses and other "malware" using an authorized software program that has been approved by the ISO according to the DOCCS Antivirus Policy.
  3. Those employees that are authorized to perform DOCCS business remotely (i.e., at home or out of the office) must ensure that DOCCS data is protected at all times. It is the responsibility of the employee to be aware of the risks associated with connecting remotely and how remote connections can affect the DOCCS network. All DOCCS issued laptops and other hardware is the responsibility of the employee. For further information regarding remote connection concerns, please contact the Information Security Office.
- I. Wireless Communication/Networking
1. The use of wireless voice communications is governed by DOCCS Directive #2917, "Cellular Telephones and Pagers."

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

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

J. Separation of Duties/Audit

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

V. **ROLES AND RESPONSIBILITIES**

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

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

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

## VI. SECURITY VIOLATIONS/INCIDENTS

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

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

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

## VII. INTRANET/INTERNET ACCEPTABLE USE POLICY

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

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

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

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

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

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

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

E. Enforcement and Violations

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

F. Exceptions

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

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#### G. Additional Restrictions Inside DOCCS Correctional Facilities (Staff)

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

#### H. Additional Restrictions Inmates

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

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

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

## VIII. DEFINITIONS

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

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

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

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



STATE OF NEW YORK

DEPARTMENT OF CORRECTIONS  
AND COMMUNITY SUPERVISIONTHE HARRIMAN STATE CAMPUS - BUILDING 2  
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ALBANY, N.Y. 12226-2050BRIAN FISCHER  
COMMISSIONERJOSEPH F. BELLNIER  
DEPUTY COMMISSIONER  
CORRECTIONAL FACILITIES

TO: All Superintendents

FROM: Joseph F. Bellnier, Deputy Commissioner

SUBJECT: Laptop/Mobile Computers in Facilities

DATE: December 8, 2011

This memorandum will provide direction regarding the introduction of laptop computers, mobile computers and related devices into a correctional facility. It compiles, revises, and expands upon previous memoranda on the subject.

The following are conditions where laptop/mobile computers are authorized for introduction into the facility:

**Facility OSC Audit:** As per Directive #2799, during facility audits by the Office of the State Comptroller, the audit liaison from the Bureau of Internal Controls (BIC) will arrange with the superintendent or designee for the auditors to enter the facility with a laptop computer. Auditors may not hook up their modems to phone lines while inside the facility or utilize laptop computers with wireless capability. Laptop computers will not remain in the facility overnight.

**Basic Statewide Requirements:** All laptops and removable media that have been authorized for use within the facility (disks, flash drives, etc.) are required to have full-disk encryption in accordance with New York State Office of Cyber Security, Policy P03-002, which is available at [www.ccsoc.state.ny.us](http://www.ccsoc.state.ny.us). In addition, all laptops must be configured to require Boot Authentication – requiring at a minimum, a User ID and Password upon the power-up of the device. All removable media is to be treated as a Class-A tool and treated accordingly.

**Construction:** Individuals responsible for construction/physical plant projects that require a laptop computer and/or camera(s), including digital cameras, to evaluate, review, program, reprogram, adjust or otherwise maintain facility equipment, may bring the above referenced equipment into the facility under the following conditions:

1. The laptop computer and/or camera(s) must be placed on a gate clearance and specific approval given by the superintendent.
2. The laptop computer and/or camera(s) must not remain in the facility overnight. The equipment must enter and exit the facility with the contractor.
3. The laptop computer and/or camera(s) must be under the supervision of facility staff assigned when connected to any telephone line. Only those photographs that are necessary to evaluate the project will be allowed.
4. The laptop computer may not be equipped with any wireless communication device (i.e., cellular, wireless broadband or other wireless modem) enabling wireless access to the internet, remote computers or persons. Additionally, the computer may not include a camera or contain a rewritable CD/DVD device. (**NOTE:** This does not include internal components such as Wireless Lan, Wireless Fidelity (Wi-Fi) or blue tooth capabilities -- all of which should be disabled prior to entering the facility.)

Laptop/Mobile Computers in Facilities

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December 8, 2011

**Court Stenographers:** Court stenographers, including court stenographers for parole hearings, are approved to bring laptop computers into the facility under the following conditions.

1. The laptop computer must be placed on a gate clearance and specific approval given by the superintendent.
2. The laptop computer must not remain in the facility overnight. It must enter and exit the facility with the stenographer.
3. The laptop computer may not be connected to any telephone line or Department network connection.
4. The laptop computer may not be equipped with any wireless communication device (i.e., cellular, wireless broadband, or other wireless modem) enabling wireless access to the Internet, remote computers, or persons. (NOTE: This does not include internal components such as Wireless LAN, Wireless Fidelity (Wi-Fi), or Bluetooth capabilities – all of which should be disabled prior to entering the facility.)
5. The stenographer must complete and sign the attached "Acknowledgment of Conditions for Entry of Computer into Correctional Facility" form. The acknowledgment form should be maintained with the gate order.

**Parole Commissioners:** Each Parole Commissioner entering a correctional facility for the purpose of conducting parole hearings will be permitted to bring a Division of Parole provided laptop computer and a portable USB-connected printer with them. The following conditions shall apply.

1. The laptop computer and printer may be carried in a briefcase or separate carrier and must be declared to processing staff and its presence noted in the facility entry log. It will not be necessary to inspect the device in any way.
2. The laptop computer may not be equipped with any wireless communication device (i.e., cellular, wireless broadband or other wireless modem) enabling wireless access to the Internet, remote computers or persons. Additionally, the computer may not include a camera or contain a rewritable CD/DVD device. (NOTE: This does not include internal components such as Wireless LAN, Wireless Fidelity (Wi-Fi) or bluetooth capabilities – all of which should be disabled prior to entering the facility.)
3. The laptop computer may not be connected to any telephone line or Department network connection.
4. It must enter and exit with the Parole Commissioner.

**Outside Vendors:** Many outside vendors are equipped with mobile computers that are utilized to track and inventory shipments to customer sites. These devices are hand-held, may contain a global positioning system (GPS), may facilitate wireless communications from inside the facility and are usually carried and operated by the delivery person. The following procedure will apply to outside vendors making deliveries into our facilities utilizing these types of electronic devices.

1. Vendors will declare and surrender the mobile computer to staff prior to entering the facility and have it returned upon exit.
2. If the use of a mobile computer by a vendor is necessary or required to perform a task within the facility, a request will be submitted and processed in accordance with the guidelines for "other laptop/mobile computer requests."

**Other Laptop/Mobile Computer requests:** All other requests to bring any laptop computer into a correctional facility must be specifically approved by the Commissioner. The request is to be addressed via e-mail to the Director of MIS, who will forward it with a recommendation to the Commissioner.

**Blackberries:** Blackberries are not allowed inside a correctional facility without the specific approval of the Commissioner.

If you have any questions regarding the authorization process or use of the above-referenced equipment, contact your Assistant Commissioner for Correctional Facilities.

Attachment

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

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

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

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

It is the policy of the Department that coercive inmate-on-inmate sexual conduct is sexual abuse and is not to be tolerated. All allegations of sexual abuse, sexual harassment, sexual threats, and retaliation concerning such an incident will be thoroughly investigated. Inmate Rule 101.10, "Standards of Inmate Behavior," prohibits inmates from engaging in, or soliciting others to engage in sexual acts. No victim of inmate-on-inmate sexual abuse shall be subject to discipline for engaging in sexual acts as a result of threats, intimidation, or other coercive actions. Other sexual contact and conduct of a sexual nature are also prohibited by rules found in Rule Series 101.

### III. DEFINITIONS

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

### IV. PROCEDURE

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

3. All inmates shall receive during orientation at reception and at facility orientation after transfer, information which addresses sexual abuse and sexual harassment. The information shall be communicated orally and in writing, in a language clearly understood by the inmates. This information will address prevention, self-protection (situation avoidance), reporting sexual abuse, and sexual harassment, and the availability of treatment and counseling.
- B. Assessment and Classification
1. Reception: An initial assessment will be conducted of all inmates arriving at a Reception Center.
    - a. This assessment is intended to identify a number of classification concerns including a determination of an inmate's risk of being sexually abused by other inmates or sexually abusive toward other inmates. Inmates identified as being at high risk of sexual victimization or of being sexually abusive will be identified, such concerns shall be noted upon the inmate's security classification in accordance with the "Manual for Security Classification Guidelines," and appropriate measures will be taken to ensure that they are monitored.
    - b. A PREA Risk Screening (Form #115.41M or Form #115.41F consistent with the gender classification of the facility) will be conducted pursuant to facility-specific procedures adopted in accordance with the Facility Operations Manual (FOM) Template implemented by the Associate Commissioner for Prison Rape Elimination Act (PREA) Compliance.
    - c. Counseling services will be available to address concerns associated with a history of sexual victimization and/or a history of sexually aggressive behavior, as appropriate. This assessment will also be considered in assigning an inmate's location. The initial assessment must include a preliminary review by Security, Health Services and Classification staff within 24 hours of an inmate's arrival at the reception facility.
  2. Transfer: An inmate's risk of being sexually abused by other inmates or sexually abusive toward other inmates shall be monitored and any specific occurrence or information shall be noted and considered in connection with any transfer.
    - a. Upon arrival, each inmate will be screened using PREA Risk Screening Form #115.41M or Form #115.41F for any indication of current risk of being sexually abused by other inmates or sexually abusive toward other inmates.
    - b. Such screening shall be conducted pursuant to facility-specific procedures adopted in accordance with the Facility Operations Manual (FOM) Template implemented by the Associate Commissioner for Prison Rape Elimination Act (PREA) Compliance.
- C. Reporting and Investigation of Inmate-on-Inmate Sexual Abuse, Sexual Harassment, or Sexual Threats: An inmate or parolee may report an incident of sexual abuse, sexual harassment, sexual threats, or any act of retaliation for reporting such an incident or for participating in an investigation of such an allegation to any employee. The initial inmate or parolee report may be verbal or in writing. For reporting purposes under this Directive, "employee" includes any employee, contractor or contract employee, volunteer, or intern of the Department, or any employee, contractor or contract employee assigned to work in a Department correctional facility by any other State agency.

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

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

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

D. Discipline and Prosecution

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

V. **STAFF DUTY TO REPORT**

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

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

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

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

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

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

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

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

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

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

### III. DEFINITIONS

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

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

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

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

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

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

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

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

V. **PROCEDURE**

A. Training

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

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

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

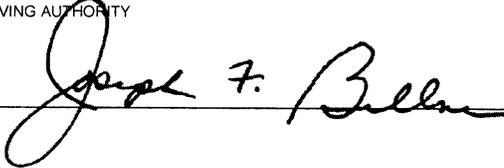
NOTE: Allegations of staff-on-inmate/staff-on-parolee sexual abuse or inappropriate relationships, may be reported to appropriate law enforcement officials and/or prosecutors by the Department's Office of Special Investigations. A person is guilty of falsely reporting an incident if it is proven beyond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

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

## VI. STAFF DUTY TO REPORT

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

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

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

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

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

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

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

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

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

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

A. Metal Detector Searches: All employees will be subject to metal detector searches upon entering a correctional facility in accordance with Directive #4900 (walk-through, Cellsense, and/or hand held). On a daily basis, the Superintendent or designee (rank of Captain or above) will determine in what manner this will occur, ranging from a random predetermined number of employees entering the facility that will change each shift and day, up to and including all staff entering that facility. The determination will be documented in the Watch Commander's Logbook. It is the responsibility of the staff person being searched to clear the metal detector. Metal detector searches must be supervised by a Sergeant or higher.

1. It is expected that the vast majority of staff persons will clear the metal detection screening with minimal delay. However, if the metal detector alerts and the alerting area is isolated and cannot be resolved, a hand held metal detector will be utilized. In the case of a staff person who may be wearing an underwire bra, the use of a hand held metal detector should resolve the alert to the satisfaction of the supervisor without the need for additional steps. However, if this particular alert or any other alert cannot be resolved to satisfaction of the supervisor, he or she will immediately notify the Watch Commander who in turn will notify the Superintendent, Deputy Superintendent for Security (DSS) or Officer of the Day (OD) to determine the next appropriate step or if additional processing procedures are necessary.

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

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

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

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

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

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

C. Strip Searches

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

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

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

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

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

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**D. Prohibited Strip Searches and Frisks**

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

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

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

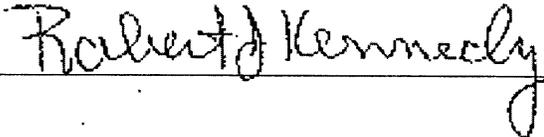
## STAFF ALLOWABLE ITEMS LIST

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

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

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

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

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

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

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

### III. PROCEDURE

#### A. Application for Permission to Conduct Research

1. The application shall be submitted to the Director of Research of the Department of Corrections and Community Supervision, 1220 Washington Avenue, Albany, N.Y. 12226-2050.
2. The application shall include the following information:
  - a. Title of study;
  - b. Names, addresses, and telephone numbers of principal researcher and all research staff; and
  - c. An endorsement by a recognized research organization such as a university, college, private foundation, consulting firm, or public agency with a mandate to perform research certifying that the research proposal is for valid scientific, educational, or other public purpose;  

If the applicant is associated with an institution or an accredited university that has an Institutional Review Board (IRB), the applicant must submit documentation showing that the IRB has approved the project.
  - d. A summary of the goals of the study and the justification for the research; and
  - e. A detailed research design including the following elements:
    - (1) The Departmental resources and personnel that may be needed for the study;
    - (2) The criteria and procedures for selection of subjects or records for the research;
    - (3) The procedures for data collection and copies of research instruments to be used including interview schedules, questionnaires, data collection forms, and tests; and
    - (4) The security procedures to protect the privacy of participants and confidentiality of Department records.

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

B. Conduct of Research

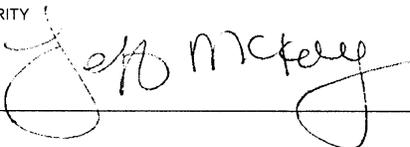
1. The researcher shall explain the goals and methods of the study to all potential subjects; a written summary shall be provided to each potential subject. All offenders shall be informed that their participation in the research is purely voluntary and will not affect the terms or length of their confinement or community supervision.
2. The researcher shall obtain signed consent, Form #0403B, "Research/Survey Consent Form," from all individuals who are scheduled to participate in the research.

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

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

C. Violations of Research Regulations

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

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

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

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

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

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

### III. GENERAL POLICIES

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

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

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

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

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

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

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

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

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

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

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

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

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

#### IV. RESTRICTIONS

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

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

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**B. Visitors with Criminal Histories**

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

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

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

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

- D. Cross-Visiting Requests: Cross visiting is the participation of two inmates in a visit with one or more visitors. Cross visiting is permitted with the approval of the Superintendent and, in the case of immediate family members, is to be encouraged.
1. Inmates wishing to cross visit must submit requests to their respective Offender Rehabilitation Coordinator at least one month prior to the proposed visit.
  2. Only persons who are on both inmates' visiting records may participate in cross visits.
  3. Cross visiting may be limited when necessary in order to accommodate all visitors.

4. Small children may play with each other with the permission of their families provided that they are not disruptive.
  5. When a cross visit is taking place the two inmates may participate in a common photograph.
- E. Orders of Protection: An Order of Protection is issued by the court to limit the behavior of someone who harms or threatens to harm another person. A variety of courts can and do issue Orders of Protection. There are two types of Orders of Protection. One is generally referred to as a “stay away” Order of Protection. When preparing such an order, the judge will usually check one or more boxes that instruct an individual (defendant or respondent) to stay away from the protected person and/or his or her home, school, business, or place of employment. The other type of Order of Protection is referred to as a “refrain from” Order of Protection. In such an order the judge will usually check off boxes that instruct an individual (defendant or respondent) to refrain from engaging in certain behaviors when interacting with the protected person. Often the order will instruct the individual to, among other things, refrain from assaulting or otherwise harming the protected person.

Note: A protected person, whether inmate or visitor, cannot waive the protection afforded by an Order of Protection. As further noted in Section IV-E-3 below, only a court with proper jurisdiction can modify or terminate an Order of Protection.

1. When a correctional facility receives a current “stay away” Order of Protection, visitation between the individual inmate and the protected person should not be permitted as the inmate must stay away from the protected person.
2. When a correctional facility is presented with a “refrain from” Order of Protection, the presumption is that regular visitation will be allowed, unless there is a reason to limit or deny such visitation under another provision of this Directive.

Note: It is possible that a judge that issued a refrain from Order of Protection may have done so under the mistaken belief that there is normally a physical barrier between an inmate and his or her visitor or that there is an abundance of security coverage in our visiting rooms. Consequently, when a correctional facility receives a current refrain from Order of Protection, the facility may consider contacting the issuing judge to ensure that he or she understands the physical layout and security coverage in the facility’s Visiting Room. The judge may confirm that contact visitation can occur or issue a letter or subsequent order clarifying that visitation should either not occur at all or should only occur when non-contact visiting space is available at the facility.

3. An Order of Protection will include an expiration date and can also be modified or terminated by a subsequent order of the same court. In addition, the standard form Order of Protection issued in a criminal proceeding involving a Family Offense (C.P.L. § 530[1]), provides that the Order of Protection is subject to modification by “subsequent order issued by a family or supreme court, in a custody, visitation, child abuse or neglect proceeding.” In the absence of such language, however, where multiple Orders of Protection with conflicting provisions are currently in effect, the Office of Counsel should be contacted for clarification and, in the interim, the more restrictive provisions should be enforced.

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

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

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

Adequate identification shall consist of any of the following:

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

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

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

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

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

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

## VI. SEARCHES

### A. Search Procedures

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

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

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

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

B. Strip Searches

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

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

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

C. Substance Detection/Ion Scan Testing

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Termination for Objectionable Behavior

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

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

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

2. Termination for Misconduct

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

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

- b. The Commissioner or designee shall render a written decision within 45 days of receipt of the appeal as follows:
  - (1) The decision shall affirm, reverse, or modify the determination of the local facility;
  - (2) An affirmance shall be supported by a preponderance of the evidence; and
  - (3) The decision shall contain a statement of the evidence relied upon and a statement of the reasons therefore.
- E. Visitor Suspension for a Term of of Six Months or More, Up to an Indefinite Suspension Pending Reinstatement: A Superintendent may suspend a visitor's visitation privileges for a term of six months or more, or indefinitely suspend a visitor's visiting privileges (subject to reinstatement under Section X below), for misconduct which represents a serious threat to the safety, security, and good order of the facility as specified under Section G, pursuant to the following procedures:
  1. Upon imposition of such a term of suspension or indefinite suspension, the Superintendent shall notify the visitor in writing of his or her action.
    - a. The notice shall contain:
      - (1) The reason for the suspension or indefinite suspension;
      - (2) For term of suspension of visiting privileges, the duration of such term;
      - (3) Copies of all charges and reports of misconduct relating to the charges; and
      - (4) The reason for imposing the maximum penalty; if imposed.
    - b. The visitor shall be also be notified of his or her right to a hearing to appeal the decision of the Superintendent within 60 days of such notice.
    - c. Only the visitor may request a hearing.
    - d. If a hearing is not requested, a review based upon written submissions may be had as outlined in Section VIII-D-2 above.
    - e. A copy of the notice and related documents shall be sent to the inmate.  
If a visitor requests a hearing, the Commissioner shall appoint an impartial individual from outside the facility to conduct the proceeding and a hearing shall be conducted pursuant to subsection IX below.
- F. Inmate Suspension: A Hearing Officer may impose a loss of visiting privileges, including a limitation to non-contact visiting, on an inmate as a penalty pursuant to a disciplinary disposition resulting from a Superintendent's Proceeding based on visit related misconduct as set forth in 7 NYCRR Part 254 and Directive #4932. An inmate may appeal such a loss of visiting privileges in accordance with the provisions of 7 NYCRR Part 254 and Directive #4932.

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

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## G. Visit Related Penalties

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

## IX. VISITOR APPEAL HEARING

### A. Hearings

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

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

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

**X. RECONSIDERATION OF SUSPENSION IN EXCESS OF TWO YEARS**

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

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

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

**APPENDIX A - "PENALTIES FOR VISIT-RELATED MISCONDUCT"**

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

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

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

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

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

Immediate Termination of visit, AND

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

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

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

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

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

Immediate Termination of Visit, AND

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

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

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

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

**Attempt to Introduce Contraband/Smuggling**

**a) Money**

Visit Denied or Immediately Terminated, AND

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

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

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

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

**b) Alcohol**

Visit Denied or Immediately Terminated, AND

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

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

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

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

**c) Non-Narcotic Drugs**

suspension of visitation

Visit denied or immediately terminated, AND

Up to 3 months

**d) Marijuana**

Visit Denied or Immediately Terminated, AND

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

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

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

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

**e) Narcotic and Other Dangerous Drugs**

Visit Denied or Immediately Terminated, AND

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

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

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

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

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

Visit Denied or Immediately Terminated, AND

Visitor-Up to Indefinite Suspension of Visiting Privileges.

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

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

Visit Denied or Immediately Terminated, AND

Visitor-Up to Indefinite Suspension of Visiting Privileges.

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

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

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

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

Visit Denied or Immediately Terminated; AND

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

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

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

Immediate Termination of Visit, AND

Up to six 6 months suspension of visitation privileges.