

New York State Division of Criminal Justice Services
-and-
Behavior Change Consulting
AGREEMENT
Motivational Interviewing

New York State Comptroller's Contract Number C002189

THIS AGREEMENT ("Contract") is made this 16 day of August, 2022 by and between the State of New York ("State"), acting through the New York State Division of Criminal Justice Services ("DCJS" or "Division"), an Executive Agency of the State of New York, with offices located at Alfred E. Smith Office Building, 80 South Swan St, Albany, NY 12210, and Behavior Change Consulting ("Contractor") with offices located at 2020 West Randolph Circle Tallahassee, FL 32308. Contractor and DCJS are collectively referred to hereinafter as the "Parties."

WHEREAS, DCJS is an Executive agency of the State of New York, which is a New York State criminal justice agency that functions primarily to conduct criminal history checks, manage fingerprint operations, coordinate grant funds, promote public safety, conduct law enforcement training, manage breathalyzer and speed enforcement equipment repair, oversee accreditation of police departments and forensic laboratories, conduct Uniform Crime Reporting, conduct research, host criminal justice boards and commissions, provide information to criminal justice agencies and institutions and host other criminal justice agencies; and

WHEREAS, DCJS has undertaken a project to provide Tailored Motivational interviewing training;

WHEREAS, DCJS recently received a Quote for training services to be provided to DCJS;

WHEREAS, DCJS requested a single source exemption from advertising in the New York State Contract Reporter which was approved on 03/25/2022 based on the existence of previous contract T021040 with the same vendor in the amount of \$38,620 and;

WHEREAS the quote for additional services in the amount of \$36,000 will increase the value of the previous T contract beyond the \$50,000 discretionary threshold thus requiring a C Contract.

WHEREAS, DCJS desires Behavior Change Consulting to provide such aforementioned services; and it not being feasible to post a formal solicitation due to time constraints of the funding source.

WHEREAS, the Parties now wish to execute a single contract combining agency contract T021040 into C contract C002189 to effect these purposes.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties do agree as follows:

A. Incorporation, Merger And Order Of Precedence:

This Agreement includes the following documents which are incorporated into the terms of this Agreement, as now executed, or as may be hereafter amended, modified, or extended upon mutual agreement of the Parties:

To the extent that documents conflict with the terms hereof, all prior agreements, representations, statements, negotiations, and undertakings are superseded by the Agreement. In the event that any dispute may arise in connection with the interpretation or application of the Agreement, the following shall be the order of precedence of application for the resolution of such dispute:

- Appendix A (Standard Clauses for NYS Contracts)
- Any Amendments to the Contract
- This Contract
- Vendor Proposal/Quote
- Agency Contract T021040
- Appendix C: Encouraging Use of New York State Businesses in Contract Performance
- Appendix D: Non-Collusive Bidding Certification
- Appendix E: Division of Criminal Justice Services Procurement Lobbying Guidelines
- Appendix F: Procurement Lobbying Forms
 1. Attachment 1: Offeror's Affirmation of Understanding of an Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)
 2. Attachment 2: Offerer Disclosure of Prior Non-Responsibility Determinations
 3. Form 4: Offeror's Certification of Compliance with State Finance Law §139-k (5)
- Appendix G: Use of Service-Disabled Veteran-Owned Business (SDVOB) in Contract Performance
- Appendix I: Minority and Woman Owned Business Enterprise (M/WBE) Requirements and EEO Policy Statement
- Appendix J: EEO Workforce Utilization Report Instructions and Form
- Appendix L: Consultant Disclosure Forms
- Appendix M: Executive Order 177 Certification, NYS Human Rights Law, Article 15 of Executive Law
- Appendix N: DCJS Non-Disclosure

B. **Term:**

The term of this Agreement shall commence upon approval of the Comptroller of the State of New York and shall continue in effect through September 30, 2022, or upon completion of the contractual services, whichever occurs sooner.

C. **Services:**

Contractor will perform the following services under this Agreement:

1. Services listed on the vendors quote/proposal as listed below:
 - a. **Workshop-Introduction to Tailored Motivational Interviewing (2 Day)**
 - b. **Monthly Consultation Calls-Application of MI Intervention (MI Champion)**
 - c. **Monthly Consultation Calls Application of MI Intervention (Snug Sites)**
 - d. **MI Individual/Small Group Training (4 sessions)**
 - e. **MI Champion Training Program (4 sessions)**
2. Work related to this engagement will be performed at SNUG location(s) within the State of New York as may be identified by DCJS.

D. **Roles and Responsibilities Of Contractor:**

1. Contractor staff will deal directly with the DCJS Project Manager as the primary point of contact.
2. Contractor will provide appropriate staff resources for the work to be performed under this Agreement.
3. Contractor will designate a Project Manager who will coordinate all activities with DCJS. This person (or a designated alternate) shall be available during all working hours to make decisions on behalf of Contractor.
4. Contractor's technical personnel shall be available to DCJS to provide all advice reasonably required by DCJS in connection with this Agreement at all times during working hours.
5. Contractor staff assigned to work with DCJS under this Agreement will be subject to advance written approval by DCJS.
6. Contractor has an affirmative obligation to disclose the use of any subcontractor and such use requires prior written approval of DCJS.
7. Contractor has read the Code of Ethics of the Public Officers Law of the State of New York, set forth in Sections 73 and 74, and agrees not to importune any violations of those sections.

E. Roles and Responsibilities Of DCJS:

1. Provide an individual as the point of contact for Contractor staff.
2. Provide a suitable workspace, office supplies, furniture, telephone, and other facilities including a workstation for the Contractor's consultant during the term of this engagement for work performed at the DCJS location, as applicable.
3. Provide appropriate facility and software access at the engagement start consistent with the duties that will be performed, as applicable. Contractor will safeguard all security passes and passwords and return them at engagement completion.
4. Provide guidance and direction in the specific tasks to be performed.
5. Provide appropriate staff resources to work with the Contractor as directed by DCJS management.

F. Compensation:

DCJS agrees to pay the Contractor a maximum dollar amount of \$36,000 for completion of all of the following services:

SERVICES	Unit Cost	Units Needed	Total
Workshop-Introduction to Tailored Motivational Interviewing (2 Day) <ul style="list-style-type: none">• In Person	\$6,500	3	\$19,500
Monthly Consultation Calls-Application of MI Intervention <ul style="list-style-type: none">• MI Champion	\$150	6	\$900
Monthly Consultation Calls-Application of MI Intervention <ul style="list-style-type: none">• SNUG Sites	\$150	24	\$3,600
MI Individual/Small Group Training *Requirement for MI Champion Program <ul style="list-style-type: none">• 4 sessions	\$2,000	3 groups (3 to 4 per group)	\$6,000
MI Champion Training Program <ul style="list-style-type: none">• 4 sessions	\$2,000	3 groups (3 to 4 per group)	\$6,000
TOTAL			\$36,000

Payment will be billed upon completion of each training, set of calls or set of sessions as outlined in the above table. This amount is inclusive of all auxiliary program costs, such as printing, travel, secretarial, administrative costs.

G. Invoices and Payment:

1. Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices must be submitted via electronic mail to: DCJSinvoices@dcjs.ny.gov. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Executive Deputy Commissioner, in the Executive Deputy Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at http://www.osc.state.ny.us/vendor_management/forms.htm, see specifically www.osc.state.ny.us/epay/index.htm, by email at epayments@osc.state.ny.us, or by telephone at (855) 233-8363. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Executive Deputy Commissioner has expressly authorized payment by paper check as set forth above.

H. **Travel:**

It is understood and agreed by both Parties that the total compensation amount is inclusive of any travel-related expenses incurred relative to this Agreement.

I. **Miscellaneous:**

1. Physical and Fire Security. While on the DCJS' premises, Contractor, its agents, or subcontractors shall conform in all respects with physical, fire, or other security regulations that have been communicated to Contractor.
2. Loan of DCJS Property. Any property owned by DCJS and loaned to Contractor shall be used only for the performance of this Agreement.
3. Loss of Loaned DCJS Property. Contractor shall be responsible for any loss or any damage to property of the DCJS which results from negligence on the part of Contractor, or which results from the failure on the part of Contractor to maintain and administer that property in accordance with sound management practices, or to ensure that the property will be returned to the DCJS in the same condition as such property was tendered. In the event of loss, or the destruction of, or damage to, any State property, Contractor shall notify DCJS thereof and shall take all reasonable steps to protect State's property from further damage.
4. Surrender of DCJS Property. Contractor shall surrender to DCJS all property belonging to DCJS upon completion, termination, or cancellation of this

- Agreement. All reference to Contractor under this section shall include any of its employees, agents, or subcontractors.
5. Equal Opportunity Employer. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor state that Contractor is an Equal Opportunity Employer.
 6. All outstanding tax warrants against the Contractor in favor of the State of New York must be satisfied prior to contract execution or a payment schedule acceptable to the State of New York arranged for their speedy satisfaction.
 7. The Contractor agrees that all the prices, terms, warranties, and benefits established in the Agreement are comparable to or better than the equivalent terms being offered by the Contractor to other customers using similar scope, volume, and category of services.
 8. The Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise. Pending conclusion of any dispute, the construction placed upon the Agreement by DCJS shall govern operation there under and the Contractor shall continue to perform under the Agreement.
 9. All legal proceedings and actions brought against DCJS by the Contractor shall be pursued in the New York State Court system and the Venue shall be in Albany, New York.
 10. The Contractor has been notified that state agencies and authorities are prohibited from entering into contracts with businesses whose principal place of business is located in a discriminatory jurisdiction. Discriminatory jurisdiction is defined as a state or political subdivision which employs a preference or price distorting mechanism to the detriment of or otherwise discriminates against a New York State business enterprise in the procurement of commodities and services by the same or a non-governmental entity influenced by the same. A list of discriminatory jurisdictions is maintained by the commissioner of the New York State Department of Economic Development.
 11. DCJS is an Executive Agency of the State of New York and is exempt from payment of sales, use, and other taxes, including but not limited to ad valorem taxes and all applicable export and import fees, customs duties and similar charges.
 12. Any software delivered in accordance with this Agreement may be subject to U.S. export control laws and regulations and the respective Party licensees agree to comply with all such applicable laws and regulations as may be applicable to the extent of use.
 13. Headings are for convenience and are of no legal consequence. The Parties agree that headings, sectional division, page numbers, and spacing contained within this Contract are of no legal significance and are provided merely as an orientation for ease of reference and review.

J. Indemnification and Limitation of Liability:

1. Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless DCJS from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property, including intellectual property, caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the DCJS.
2. Contractor will indemnify, defend and hold the DCJS and its Authorized Users, those entities and person for whom DCJS may distribute the licensed product as defined in this Agreement, harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the DCJS in any action for infringement of a Patent with respect to the services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the DCJS shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the DCJS may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the NYS DCJS shall require. DCJS certifies that the Products upon which Contractor will provide services have not been modified or altered in any way by any third party.
3. The Contractor will indemnify DCJS without limitation against any claims brought against DCJS by reason of a wrongful disclosure of confidential information attributed to the Contractor or any Contractor employee and will cooperate fully with DCJS and the Attorney General in defense of the claim.
4. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon i) DCJS's unauthorized modification or alteration of a Product; ii) DCJS's use of the Product in combination with other products not furnished by Contractor; iii) DCJS's use in other than the specified operating conditions and environment.
5. For all other claims against the Contractor under this Agreement where liability is not otherwise set forth in the Contract as being "without limitation," and regardless of the basis on which the claim is made, Contractor's liability under this Agreement for direct damages shall be limited to 100% of the charges rendered by the Contractor under this Agreement.
6. Unless otherwise specifically enumerated herein neither party shall be liable to the other for special, indirect, or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or

records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

K. Waiver:

No term or provision of the Agreement shall be deemed waived unless such waiver of a term or provision is agreed to in writing by authorized signatories of both Parties.

L. Partial Invalidity:

In the event that any provision of this Agreement is declared or found to be illegal, unenforceable, ineffective or void, then each party shall be relieved of any obligation arising from such provision. The balance of this Agreement shall remain in full force and effect, if capable of performance.

M. Termination of the Agreement:

1. The Agreement may be terminated by mutual written agreement of the Parties.
2. This Agreement may be terminated by DCJS, upon written notice if: Key Employees leave the employment of Contractor; the Contractor is adjudged bankrupt; the Contractor makes a general assignment for the benefit of creditors; a receiver is appointed due to the Contractor's insolvency; a petition in bankruptcy or insolvency is filed, by or against the Contractor; or the Contractor persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction.
3. This Agreement may be terminated by DCJS for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, provided DCJS gives the Contractor not less than thirty (30) calendar days' notice and an opportunity to cure all items not in compliance with the terms and conditions of this agreement, including the attachments hereto. Termination shall be immediately effective upon receipt of such written notice. Termination for cause shall create a liability upon the Contractor for legal damages.
4. This Agreement may be terminated if DCJS deems that termination would be in the best interest of the State provided that DCJS shall give written notice to the Contractor not less than thirty (30) calendar days prior to the date upon which termination shall become effective. Such written notice shall be provided via registered or certified mail, return receipt requested or hand-delivered to the other party. The date of such notice will be deemed to be the date of postmark in the case of mail or the date of Contractor's receipt of notice in the case of hand delivery. In the case of termination under this subsection, DCJS agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith.

5. DCJS reserves the right to terminate this contract in the event it is found that any of the certifications filed by the Contractor with the State of New York were intentionally false or intentionally incomplete. Upon such finding, DCJS may exercise its termination right by providing written notification to Contractor.
6. If DCJS determines that funds are unavailable through lack of continued lawful appropriation therefore, DCJS shall deem the Agreement terminated immediately. DCJS agrees to give timely notice to the Contractor in the event of termination. If the initial notice is oral notification, DCJS shall follow immediately with written notification. DCJS will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from DCJS.
7. Upon notice of termination for any reason, the Contractor shall not incur new obligations for the terminated portion and the Contractor shall cancel as many outstanding obligations as possible.
8. Unless otherwise agreed to by DCJS in writing, termination under any provision of this Agreement shall not relieve the Contractor of any liability to DCJS which it has under this Agreement, or for damages sustained by DCJS by reason of any breach of this Agreement. DCJS may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due DCJS from the Contractor is determined.
9. The Contractor shall take appropriate precautions to ensure that Contractor's personnel, agents, and officers and the employees of any of its subcontractors never disclose, sell, publish, archive, make available, in any form or summary, any information of any kind obtained in connection with performance under the Agreement. The provisions of this section shall survive the termination of the Agreement.

N. Reservation of Intellectual Property and Other Rights and Restrictions:

1. If DCJS releases to the Contractor any idea, method or other product of this engagement for whatever purpose, in no event shall the Contractor resell any such idea, method or other product or any direct derivative of them, to DCJS, or any other agency, instrumentality or municipality of the State of New York.
2. Contractor agrees to execute such documents as may be required to confirm or reflect DCJS's license rights as set forth above. The Contractor's obligation to execute such documents shall survive termination of the Agreement.
3. All documents produced for the State become the property of the State of New York.

O. Force Majeure:

Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting directly or indirectly from acts of God, civil or military authority, and acts of public enemy, wars, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, or flood. The Parties are required to use reasonable efforts to eliminate or minimize the effect of such events during performance of this Agreement.

P. **Remedies:**

The rights and remedies provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

Q. **Notices:**

1. **Level One – Primary Administrative and Project Manager Contact:**

For purposes of administrative notification and other communications regarding the day-to-day implementation, installation, delivery, integration, training and other operational processes or administrative procedures in connection with the Agreement, the following contacts designated by Title with the name of the current incumbent are designated as each Party's primary authorized administrative and operational contact person:

Contractor:

Primary Administrative Contact

Contact Title: BCC
Administrator
Current Incumbent:
Leah King
Mailing Address:
Behavior Change
Consulting Institute
2241 North
Monroe Street
#1101
Tallahassee, FL
32303
Telephone: (313) 269-6721
Email: bccadmin.org

Project Manager

Contact Title: Executive Director
Current Incumbent: Maurice Bulls
Mailing Address:
Behavior Change Consulting Institute
2241 North Monroe Street #1101
Tallahassee, FL 32303
Telephone: (313) 269-6721
Email:
coachbulls@behaviorchangeconsultin
g.org

DCJS:

Primary Administrative Contact

Contact Title: Procurement Officer

Current Incumbent:

Mailing Address: NYS Division of Criminal Justice Services
Alfred E. Smith Office Building, 10th floor
80 South Swan Street

Albany, New York 12210

Telephone: (518) 485-7969

Email: DCJSProcurement@dcjs.ny.gov

Project Manager

Contact Title: Statewide SNUG Social Work Director

Current Incumbent: Erika Mendelsohn

Mailing Address: NYS Division of Criminal Justice Services
Alfred E. Smith Office Building,
80 South Swan Street
Albany, New York 12210

Telephone: (518) 949-3913

Facsimile: (____) _____ - _____

Email: Erika.Mendelsohn@dcjs.ny.gov

2. Level Two – Primary Agreement/Legal Notice Contact:

For purposes of legal notice concerning the Agreement, and for escalation of issues and resolution of disputes in connection with the Agreement, the following contacts are designated by Title with the name of the current incumbent are designated as each Party's primary authorized legal notice contact person:

Contractor:

Contact Title:

Current Incumbent:

Mailing Address:

Telephone: () _ - _____

Facsimile: () _ - _____

Email:

DCJS:

Title: Director of Finance

Current Incumbent: Brad Stevens

NYS Division of Criminal Justice Services
Office of Finance

Mailing Address: Alfred E. Smith Office Building, 10th floor
80 South Swan Street
Albany, NY 12210

With a copy to: Deputy Commissioner and General Counsel

Current Incumbent:

NYS Division of Criminal Justice Services
Mailing Address: Alfred E. Smith Office Building, 8th floor
80 South Swan Street
Albany, NY 12210

R. Informal Dispute Resolution Process:

The Parties agree to resolve disputes between them through the dispute resolution process provided below.

First Level

In the event of any dispute arising pursuant to the Agreement other than a failure to materially comply, the complaining Party shall first notify the other Party's Administrative Contacts identified herein, in writing, of the dispute and the Parties shall make a good faith effort to resolve the dispute within ten (10) business days and shall adhere to the Order of Precedence of application of Contract documents set forth above herein.

Second Level

In the event that a dispute cannot be satisfactorily resolved by good faith efforts at the First Level, then the Parties shall refer the matter to the Second Level Primary Contacts set forth herein above for resolution. The Second Level Contacts will make a good faith effort to resolve the dispute within ten (10) business days of receipt of Second Level Notifications. If the dispute cannot be resolved at the Second Level, then the Parties shall refer the dispute to both the Executive Deputy Commissioner of DCJS and the Chief Executive Officer of the Contractor for a thirty (30) business day resolution period. If this action fails to resolve the dispute, the Parties may then pursue any remedy available to them under the Agreement, or otherwise available.

S. Failure to Materially Comply:

In the event of a dispute based upon an allegation of the failure to materially comply with any provision of this Contract, the Parties may pursue any remedy available to them under this Contract or otherwise without pursuing the dispute resolution process set forth herein.

The phrase "failure to materially comply with any provision of this Contract" shall be defined to mean any deficiency of either Party's performance which, either as a standalone event, or as an aggregation of multiple events over time that constitutes a substantial and continuing violation of the warranties of this Contract including those required by any Request for Applications or Request for Proposals and those contained in Contractor's Offering; or threatens the public safety of those citizens and entities served by DCJS. DCJS has retained and relies on the performance of Contractor in performing its obligations hereunder specifically because Contractor has declared its expertise and held itself out as having expertise and experience as claimed in its proposal and which is expected within its field.

T. Third-Party Beneficiary Requirement:

Unless waived by the State, all subcontracts between the Contractor and any subcontractor performing any work with respect to the Agreement shall expressly name the State of New York as an intended third-party beneficiary of such contracts.

U. **Not Employees of DCJS or the State:**

It is expressly agreed that the Contractor and/or any individual performing contractual services under this Contractor are not employees of the State of New York and, accordingly, the Contractor and/or any individual performing contractual services under this Contract are responsible for the payment of all resulting taxes. The Contractor also certifies that neither the Contractor nor any individual performing contractual services under this Contract are covered by NYS Public Officers Law §73(4)(a), which provides in pertinent part that compensation greater than \$25.00 can only be made to a NY State officer or NY State employee if there was a competitive bid and public notice. The Division has elected to use a non-competitive process to obtain these consulting services. Please advise if you require further information regarding this provision of law. Accordingly, the Contractor and/or any individual performing contractual services under this Contract are considered independent contractors for all such aforementioned purposes, including but not limited to, worker's compensation coverage, unemployment insurance benefits, social security benefits and retirement membership and credit and neither the State of New York nor DCJS is liable for any benefits, including but not limited to, worker's compensation coverage, unemployment insurance benefits, social security benefits, retirement membership and credit.

V. **Workers Compensation Insurance and Disability Insurance:**

1. **Workers Compensation Insurance Requirements**

To assist state and municipal entities in enforcing Workers Compensation Law (WCL) §57, businesses requesting permits, licenses or seeking to enter into contracts must provide ONE of the following forms to the entity issuing the permit or entering into a contract:

- [Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage \(CE-200\)](#); or
- [Certificate of Workers' Compensation Insurance \(C-105.2\)](#) Please Note: The State Insurance Fund provides its own version of this form, the U-26.3; or
- [Certificate of Worker's Compensation Self-Insurance \(SI-12\)](#) (the business calls the Board's Self- Insurance Office at 518-402-0247); or
- [Certificate of Group Worker's Compensation Self-Insurance \(SIG-105.2\)](#)

An employer has a full, statutory New York State workers' compensation insurance policy when New York is listed in Item "3A" on the Information Page of the employer's workers' compensation insurance policy. Please contact the Board's Bureau of Compliance at 1-866-298-7830 if you have any questions regarding these requirements.

Please note: If all work for the permit, license or contract is done outside of New York and no employees of the out-of-state business work in the state, New York State-specific coverage is not required, and the employer may be able to file Form CE-200.

2. Disability Benefits Coverage Requirements

To assist state and municipal entities in enforcing New York State Disability Benefits Law § 220(8), businesses requesting permits, licenses or seeking to enter into contracts must provide one of the following forms to the government entity issuing the permit, license or entering into a contract:

- [Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage \(CE-200\)](#); or
- [Certificate of NYS Disability Benefits Insurance \(DB-120.1\)](#)
- [Certificate of NYS Disability Benefits Self-Insurance. \(DB-155\)](#)
(businesses that are self-insured in NYS for disability benefits insurance should call the Workers' Compensation Board's Self-Insurance Office at (518) 402-0247 to obtain this form.)

Please note: New York State statutory disability benefits (DB) insurance coverage is totally different from and is not included in New York State workers' compensation insurance coverage. Statutory New York State disability benefits insurance covers employees for an off-the-job accident, injury or illness and pays half an employee's weekly wage, up to \$170 per week, for up to 26 weeks.

An out-of-state employer needs a New York State disability benefits insurance policy if the employer employs one or more individuals on each of at least 30 days in a calendar year in New York State. To be eligible for a disability benefits exemption using Form CE-200, an out-of-state **employer** must not have one or more individuals working on each of at least 30 days in a calendar year in New York. (*Independent contractors are not considered to be employees under the Disability Benefits Law.*)

If you have any additional questions regarding workers' compensation coverage requirements, please call the Bureau of Compliance at (866) 298-7830

Obtaining Workers' Compensation and Disability Benefits Insurance

In addition, a workers' compensation policy may be obtained from the NYS Insurance Fund by calling 1-888-875-5790 and a disability benefits insurance policy may be obtained from the NYS Insurance Fund by calling 1-866-697-4332.

3. Exemption

If Claiming Exemption from NYS State Workers Compensation and Disability, Certification is required. Please go to

www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp to request exemption.

W. Encouraging The Use Of New York Businesses In Contract Performance And Service-Disabled Veteran-Owned Businesses:

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, any

Contractor for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of their requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. The Contractor is strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, the Contractor must continue to utilize small, minority and women-owned businesses, consistent with current State law. Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the Contractor and its New York State business partners. New York State businesses will promote the Contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements. Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects the Contractor to provide maximum assistance to New York businesses in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers. Contractor has agreed to complete and forward any form which may be required by DCJS relative to encouraging use of New York Business in connection with this Contract.

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, any Contractor 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 https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf

DCJS strongly encourages the Contractor 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. Additionally, the Contractor 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 any Contractor 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. DCJS has established a goal of 6% SDVOBs with respect to this procurement. The Contractor must report to DCJS on a quarterly basis on actual participation by any SDVOB during the term of the contract consistent with any DCJS policies and procedures in this area.

X. **Minority & Women Owned Business Enterprises Participation by Minority Group Members & Women/ Requirements:**

DCJS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction. For purposes of this Contract, DCJS hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation, 25% for minority-business enterprises (MBE) participation and 5% for women-owned business enterprises (WBE) participation. MBE and WBE goals are for goods and services in support of the actual services to be provided.

The Contractor agrees to fully comply and cooperate with DCJS in the implementation of New York State Executive Law Article 15-A and to make good faith efforts to promote and assist the participation of certified minority-business enterprises (MBE) and women-owned business enterprises (WBE) as subcontractors and suppliers with respect to this Agreement. Accordingly, Contractor agrees to adhere to Appendix I of this Agreement

Y. **General Responsibility Language:**

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his/her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

Z. **Suspension of Work (for Non-Responsibility):**

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

AA. **Termination (for Non-Responsibility):**

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner or Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his/her designee at the Contractor's expense where the Contractor is determined by the Commissioner or Executive Deputy Commissioner of the New York State Division of Criminal Justice Services, or his/her designee, to be non-responsible. In such event, the Commissioner or Executive Deputy Commissioner of the New York State Division of Criminal Justice Services, or his/her designee, may complete the contractual requirements in any manner he/she may deem advisable and pursue available legal or equitable remedies for breach.

BB. Rescale of Project:

The State reserves the right to terminate or modify the Agreement in the event of loss or change of funding streams or appropriations. The State reserves the option to rescale the contractual requirements in order to serve the best interests of the State. If the State exercises the option to reduce the scope, any proposed modifications to an executed Amendment. If the State exercises the option to scale back the project, the State shall be entitled to a corresponding adjustment in fees due the Contractor with no further compensation due Contractor for any deleted scope.

CC. Non-Assignment:

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

DD. Access To & Audit Of Records:

At all times during the contractual term and for a period of seven (7) years thereafter, the Contractor shall provide the NYS Comptroller, the Attorney General, and any other person or entity authorized to conduct an examination, as well as any other agencies or entities involved in this contract, with full access to the supporting documentation that pertains to services performed and determination of amounts payable under the Contract. Access shall be granted within five (5) business days. The Contractor will also make the appropriate individuals with knowledge of the supporting documentation of financial records

related to the Contract (including the Contractor's independent public auditors) available to State representatives to answer questions and provide additional documentation where necessary. State representatives shall be permitted to examine, audit and copy such records at the site at which they are located. The Contractor shall be responsible for assuring that the provisions of this section shall apply to any subcontract related to performance under the Contract.

EE. **Forms and Submissions:**

1. In accordance with State Finance Law Section 139-d, the Contractor has submitted a completed, certified "Non-Collusive Bidding" statement and has agreed to abide by the provisions of State Finance Law Section 139-d, which is attached hereto as Appendix D.
2. Contractor Certification of Compliance with State Finance Law §139-k (5). New York State Finance Law §139-k(5) requires that every procurement contract 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 procuring Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate. A Governmental Entity must obtain the required certification that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. Contractor agrees to complete and submit the forms included in Appendix F annexed hereto.

FF. **Substitute Form W-9:**

The State has implemented a new Statewide Financial System and will establish a centralized vendor file. This data is critical to ensure the vendor file contains the information agencies need to contract with and pay the vendor. Contractor agrees to file a Substitute Form W-9 along with their Electronic Payment Authorization Form (ePayment). Both forms can be found at the following link:
http://www.osc.state.ny.us/vendor_management/issues_guidance.htm

With regards to the ePayment Program, only originals of the Electronic Payment Authorization Form will be accepted and should be submitted with an attached voided check (as verification of the vendor's banking information). The Electronic Payment Authorization Form, together with the Substitute Form W-9, should be mailed to OSC's Bureau of Accounting Operations (see address below). If a vendor chooses not to submit a voided check, their Financial Institution can complete section two of the authorization form, and the Financial Institution must forward the application directly to:

NYS Office of the State Comptroller
Bureau of Accounting Operations Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

Additional information and procedures for enrollment can be found at the Comptroller's website at: <http://www.osc.state.ny.us/epay>

If Contractor is already enrolled in the ePayment program, contractor agrees to complete Substitute Form W-9 and submit it to the above address.

If you, have questions regarding the ePayment program, please contact the OSC — Bureau of Accounting Operations, Warrant & Payment Control Unit at 518-486-1255 or epunit@osc.state.ny.us

If you have questions regarding Substitute Form W-9, please contact the OSC — Bureau of State Expenditures, Vendor Management Unit at 518-474-5504 or vmu@osc.state.ny.us

GG. **Entire Agreement and Survival:**

This Agreement constitutes the entire agreement between the Parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained or referenced herein, shall be binding or valid. The terms, provisions, representations, and warranties contained in this Agreement shall survive performance hereunder. This Agreement shall not be changed, modified, or altered in any manner, other than as provided in this Agreement, except by a written instrument executed by the Parties and approved by the Department of Law and Office of the State Comptroller, as applicable.

Contract Number C002189 Agency Certification by DCJS

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

IN WITNESS WHEREOF, the Parties therefore hereby execute their mutual Agreement to the terms of this Agreement, bearing New York State Comptroller's Contract Number C002189. This Agreement constitutes a binding Agreement between the Parties as of the day and year.

Behavior Change Consulting:

Signature: *Maurice L. Bulls*
By: Maurice Bulls
Title: Executive Director
Date: 8/11/22

CONTRACTOR ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Leon

On the 11 day of August in the year 2022, before me personally appeared, Maurice L. Bulls, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he/she resides at Tallahassee 2020 W Randolph, Town/City of Tallahassee, County of Leon, State of Florida; and further that he/she is Executive Director a duly authorized officer of Behavior Change Consulting that s/he is authorized to execute the foregoing instrument on behalf of Behavior Change Consulting for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said company as the act and deed of said company.

Notary Public

Tamara Browning

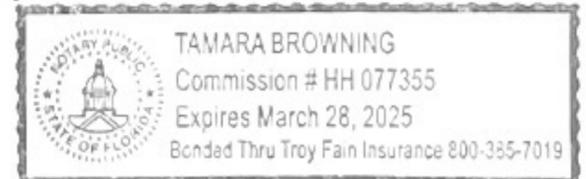
Division of Criminal Justice Services

Signature: *Damon Bacote*

By: Damon Bacote

Title: Deputy Commissioner, Office of Youth Justice

Date: August 16, 2022



NYS Approvals:

Office of the Attorney General

Office of the State Comptroller

See Attached E-mail Approval

By: _____

Date: _____

From: [Maggi, Benjamin](#)
To: [dcjs.sm.procurement.officer](#); [Contract Approval](#)
Subject: Approved - RE: DCJS C002189 Behavior Change Consulting Contract AG Review Resubmission
Date: Thursday, August 18, 2022 9:11:21 AM

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Approved as to Form: 8/18/2022 by Benjamin Maggi
Received: 8/17/2022

OAG: CAS please file and enter. "P" Amount: 36,000

Reminder: Agencies must forward the contract approved by the OAG Contract Approval Section along with the email in which the OAG Contract Approval Section approved the contract, to OSC via the Comptroller's EDSS system. If you are not enrolled in the EDSS system and have not made alternative arrangements with OSC on how to submit your transaction, please contact OSC at 518-408-4672 or email ITServiceDesk@osc.ny.gov.

Benjamin L. Maggi
Section Chief
Contract Approval Section
New York State Office of the Attorney General
Contract Approval Section
The Capitol, Albany, NY 12224

ATTORNEY CLIENT PRIVILEGED/NOT FOR DISSEMINATION

The information contained in this electronic mail message is privileged and confidential and intended only for the individual or individuals named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please reply to the sender immediately to notify us of the error and delete the original message. Thank you.

From: dcjs.sm.procurement.officer <DCJSProcurement@dcjs.ny.gov>
Sent: Wednesday, August 17, 2022 4:00 PM
To: Contract Approval <contractapproval@ag.ny.gov>; Maggi, Benjamin <Benjamin.Maggi@ag.ny.gov>
Cc: dcjs.sm.procurement.officer <DCJSProcurement@dcjs.ny.gov>
Subject: DCJS C002189 Behavior Change Consulting Contract AG Review Resubmission

[EXTERNAL]

Good afternoon,

Attached please find contract C002189 Behavior Change Consulting In the file labeled "C002189 AG

Cover Letter & Procurement record” you will locate the AG cover letter and AG’s Non Approval Notice.

All concerns in the non-approval letter have been fixed. Let me know if you have any more concerns pertaining to this contract.

Thank you in advance for your review of this contract,

DCJS Procurement Office

Office of Financial Services

New York State Division of Criminal Justice Services

Alfred E. Smith Office Building

80 South Swan St.

10th Floor Finance Office

Albany, NY 12210

DCJSProcurement@dcjs.ny.gov

Christopher H. Puding

Contract Management Specialist 1

New York State Division of Criminal Justice Services

80 South Swan Street Albany, New York [12210 – 10th Floor](#)

[\(518\) 457-7044](tel:5184577044) | Christopher.Puding@dcjs.ny.gov |

www.criminaljustice.ny.gov

IMPORTANT NOTICE: This e-mail, including any attachments, may be confidential, privileged or otherwise legally protected. It is intended only for the addressee. If you received this e-mail in error or from someone who was not authorized to send it to you, do not disseminate, copy or otherwise use this e-mail or its attachments. Please notify the sender immediately by reply e-mail and delete the e-mail from your system.

Vendor Proposal/Quote



Scope of Work

Organization: New York State Department of Criminal Justice (SNUG Outreach Program)

Services:

- Workshop-Introduction to Tailored Motivational Interviewing
- Monthly MI Consultation
- Individual Coaching
- MI Champion Coaching

Budget

SERVICES	Unit Cost	Units Needed	Total
Workshop-Introduction to Tailored Motivational Interviewing (2 Day) <ul style="list-style-type: none">• In Person	\$6,500	3	\$19,500
Monthly Consultation Calls-Application of MI Intervention <ul style="list-style-type: none">• MI Champion	\$150	6	\$900
Monthly Consultation Calls-Application of MI Intervention <ul style="list-style-type: none">• SNUG Sites	\$150	24	\$3,600
MI Individual/Small Group Training *Requirement for MI Champion Program <ul style="list-style-type: none">• 4 sessions	\$2,000	3 groups (3 to 4 per group)	\$6,000
MI Champion Training Program <ul style="list-style-type: none">• 4 sessions	\$2,000	3 groups (3 to 4 per group)	\$6,000
TOTAL			\$36,000

How to use the MI Champions

MI Champion Monthly Coaching Plan (Recommendation)

- **Week 1:** Do a Standard Patient (SP) roleplay with the staff they are coaching. Assess their MI skills using the BCC MI-CRS (the MI champions have been trained in how to use it)
 - After the SP chose the lowest 3 items they scored on

- **Weeks 2-4:** Each week focus/teach 1 of the lowest items they scored on



**Division of Criminal
Justice Services**

Contract T021040

ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

MICHAEL R. WOOD
Deputy Commissioner

July 9, 2021

Maurice Bulls, M.Ed.
Behavior Change Consulting (BCC)
2020 West Randolph Circle
Tallahassee, FL 32308

Dear Mr. Bulls:

The NYS Division of Criminal Justice Services (Division or DCJS) is pleased to inform you, Behavior Change Consulting, (the Contractor) that you have been selected to provide instructor/consultant services. Contract number **T021040** has been assigned to this Letter of Agreement for reference purposes. You and the Division are collectively referred to as the "Parties" herein. By signing this Letter of Agreement, you affirm that you have the authority to act on behalf of the Contractor. As indicated in discussions with Division staff, as an instructor/consultant, you will be responsible for providing the following services:

A total of 116.5 hours of virtual training via Zoom will be provided during two months of training. Training sessions are broken up into various lengths of time; some sessions will be 30 minutes, most will be one hour, and others will be full days of training. Each element of this multifaceted training will be unique in terms of the size of the groups and the material being covered. Training will go from August 1, 2021 through September 30, 2021. It is understood and agreed that DCJS shall notify you in advance as to the location(s) and that the training date(s) will be mutually determined and agreed to by DCJS and the Contractor. Should it be necessary, the Division will notify you in advance as to any changes in time(s) and/or date(s) and to arrange new training date(s) and/or time(s).

It is agreed that you will perform the following:

SERVICES	Unit Cost	Units Needed	Total
Fidelity Coding with Standard Patient Interaction (SPI) (30 minutes per session)	\$60	27	\$1,620
Introduction to Tailored Motivational Interviewing (2 days=12 hours)	\$4,500	1	\$4,500
Advanced (Booster) MI Training (2 days=12 hours)	\$4,500	1	\$4,500
MI Individual/Small Group Training (6 session package) 1 hour per session	\$2,000	9 groups (27 people) (3 per group)	\$18,000
MI Champion Training Program (5 Session package) 1 hour per session	\$2,000	5 groups (20 people) (4 per group)	\$10,000
		TOTAL	\$38,620

- It is understood and agreed that while you may retain copyright of certain training materials distributed as part of the course, including but not limited to, any power point presentation, this material may be used by the Division, in whole or in part, at the Division's discretion.
- The Contractor is responsible for any expenses related to the development and preparation of course content, training materials for all participants, printing, and any shipping/mailing costs.

The term of this Letter of Agreement shall commence on August 1, 2021 and shall continue in effect and full force through September 30, 2021 or upon completion of the contractual services, whichever occurs sooner.

It is agreed by you and the Division that compensation for such services shall be provided in the amount of \$1,620.00 for Fidelity Coding With Standard Patient Interaction session; \$4,500.00 each for Introduction to Tailored Motivational Interviewing and Advance (Booster) MI Training sessions; \$18,000.00 for MI Individual/Small Group Training session and \$10,000.00 for MI Champion Training Program session for a total amount of \$38,620.00. Unless otherwise specified herein, this compensation amount is inclusive of any and all expenses associated with services provided under this Letter of Agreement. In no event shall the Division provide compensation for time spent in travel. The Division will not reimburse for Contractor's related travel (e.g., meals, lodging, and transportation). If applicable, reimbursement for reasonable travel related expenses will be made in accordance with the State travel rates allowed by the Office of the State Comptroller.

It is expressly agreed that the Contractor and/or any individual that is performing contractual services under this Letter of Agreement are not employees of the State of New York and, accordingly, the Contractor and/or the individual is responsible for the payment of all resulting taxes as applicable. The Contractor also certifies that neither you nor any individual performing contractual services under this Letter of Agreement are covered by NYS Public Officers Law §73(4)(a), which provides in pertinent part that compensation greater than \$25.00

can only be made to a NY State officer or NY State employee if there was a competitive bid and public notice. The Division has elected to use a non-competitive process to obtain these consulting services. Please advise if you require further information regarding this provision of law. Accordingly, the Contractor and/or any individual performing contractual services under this Letter of Agreement are considered independent contractors for all such aforementioned purposes, including but not limited to, worker's compensation coverage, unemployment insurance benefits, social security benefits and retirement membership and credit and neither the State of New York nor DCJS is liable for any benefits, including but not limited to, worker's compensation coverage, unemployment insurance benefits, social security benefits, retirement membership and credit.

In the event the Contractor and/or Subcontractor believes there was a breach of the security of the System (i.e., the unauthorized acquisition of unencrypted computerized data with private information as described above), the Contractor and Subcontractor, as applicable, shall initially and immediately notify the DCJS Project Manager and Director of Internal Audit in the DCJS Office of Audit Services. The DCJS Director of Internal Audit, in cooperation with the Contractor and any applicable Subcontractor, shall immediately commence an investigation, to determine if a breach occurred, the scope of the breach and to restore the security of the System of records to prevent any further breaches.

DCJS is entering into this Letter of Agreement with the Contractor, for contractual services to be provided by Behavior Change Consulting. The Contractor agrees that it shall not assign obligations under this Letter of Agreement, or any part of the Contractor's interest in this Letter of Agreement, without the prior written consent of the Division. Any assignment made without said consent shall be null and void. You further agree to abide by the Division's confidentiality rules and to execute a confidentiality agreement if so requested by the Division.

Appendix A, containing the standard clauses for New York State contracts, is attached hereto and incorporated into this Letter of Agreement as if set forth formally herein. This Letter of Agreement sets forth the entire understanding of the Parties with respect to services to be provided hereunder and may not be altered or amended except in writing and signed by the Parties hereto. Execution of this Letter of Agreement revokes all prior offers, whether written or oral, in connection with this training.

NYS Workers' Compensation and Disability Benefits Coverage

Workers' Compensation Law (WCL) requires the heads of all municipal and state entities to ensure that businesses applying for permits, licenses or contracts have appropriate workers' compensation and disability benefits coverage and are required to collect proof of or exemption from such. This requirement applies to both original issuances and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract. Instructions and information is included hereto.

To assist state and municipal entities in enforcing WCL §57, businesses requesting permits, licenses or seeking to enter into contracts must provide ONE of the following forms to the entity issuing the permit or entering into a contract:

- [Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage \(CE-200\)](#); or
- [Certificate of Workers' Compensation Insurance \(C-105.2\)](#) Please Note: The State Insurance Fund provides its own version of this form, the U-26.3; or

- [Certificate of Worker's Compensation Self-Insurance \(SI-12\)](#) (the business calls the Board's Self- Insurance Office at 518-402-0247); or
- [Certificate of Group Worker's Compensation Self-Insurance \(SIG-105.2\)](#).

An employer has a full, statutory New York State workers' compensation insurance policy when New York is listed in Item "3A" on the Information Page of the employer's workers' compensation insurance policy. Please contact the Board's Bureau of Compliance at 1-866-298-7830 if you have any questions regarding these requirements.

Please note: If all work for the permit, license or contract is done outside of New York and no employees of the out-of-state business work in the state, New York State-specific coverage is not required and the employer may be able to file Form CE-200.

To assist state and municipal entities in enforcing New York State Disability Benefits Law §220(8), businesses requesting permits, licenses or seeking to enter into contracts must provide one of the following forms to the government entity issuing the permit, license or entering into a contract:

- [Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage \(CE-200\)](#); or
- [Certificate of NYS Disability Benefits Insurance \(DB-120.1\)](#)
- [Certificate of NYS Disability Benefits Self-Insurance. \(DB-155\)](#) (businesses that are self-insured in NYS for disability benefits insurance should call the Workers' Compensation Board's Self-Insurance Office at (518) 402-0247 to obtain this form.)

Please note: New York State statutory disability benefits (DB) insurance coverage is totally different from and is not included in New York State workers' compensation insurance coverage. Statutory New York State disability benefits insurance covers employees for an off-the-job accident, injury or illness and pays half an employee's weekly wage, up to \$170 per week, for up to 26 weeks.

An out-of-state employer needs a New York State disability benefits insurance policy if the employer employs one or more individuals on each of at least 30 days in a calendar year in New York State. To be eligible for a disability benefits exemption using Form CE-200, an out-of-state **employer** must not have one or more individuals working on each of at least 30 days in a calendar year in New York. (*Independent contractors are not considered to be employees under the Disability Benefits Law.*) *If you have any additional questions regarding workers' compensation coverage requirements, please call the Bureau of Compliance at (866) 298-7830.*

In addition, a workers' compensation policy may be obtained from the NYS Insurance Fund by calling 1-888-875-5790 and a disability benefits insurance policy may be obtained from the NYS Insurance Fund by calling 1-866-697-4332.

If claiming exemption from NYS State Workers Compensation and Disability, exemption certification is required. Please go to:

www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

Please note: Workers Compensation and Disability Exemption has been received for this contract.

Procurement Lobbying Restriction

DCJS' Procurement Lobbying Guidelines are attached as Appendix E. The Contractor must affirm that it understands and agrees to comply with DCJS' procedures relative to the State Finance Law § 139-j (3) and § 139-j (6) (b) by completing and submitting Form 1 of the DCJS Procurement Lobbying Guidelines.

The Contractor must also complete and submit Form 2 of the DCJS Procurement Lobbying Guidelines, the "Offerer Disclosure of Prior Non-Responsibility Determinations" and Form 3, "Offerer's Certification of Compliance with State Finance Law §139-k (5).

Consultant Disclosure Forms

State Finance Law §163(4)(g) requires contractors to complete and submit an initial planned employment data report and an annual employment report regarding the number of persons employed to provide services under the contract, the number of hours worked and the amount paid to the vendor by the State. It includes all individuals providing services whether employed or otherwise hired by the contractor or a subcontractor. Form A - The Contractor's Planned Employment from Contract Start Date through the End of the Contract Term, and Form B - Contractor's Annual Employment Report are enclosed for your references.

General Responsibility Language

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

Suspension of Work (for Non-Responsibility)

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

Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his/her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his/her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services or his/her

designee may complete the contractual requirements in any manner he/she may deem advisable and pursue available legal or equitable remedies for breach.

Encouraging the Use of New York Businesses in Contract Performance and Service-Disabled Veteran-Owned Businesses

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, any Contractor for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of their requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. The Contractor is strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, the Contractor must continue to utilize small, minority and women-owned businesses, consistent with current State law. Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the Contractor and its New York State business partners. New York State businesses will promote the Contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements. Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects the Contractor to provide maximum assistance to New York businesses in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers. Contractor has agreed to complete and forward any form which may be required by DCJS relative to encouraging use of New York Business in connection with this Contract.

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, any Contractor 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.

DCJS strongly encourages the Contractor 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. Additionally, the Contractor 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 any Contractor 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. DCJS has established an agency goal of 6% SDVOBs with respect to this procurement. The Contractor must report to DCJS on a quarterly basis on actual participation by any SDVOB during the term of the contract consistent with any DCJS policies and procedures in this area.

Minority & Women Owned Business Enterprises Participation by Minority Group Members & Women/Requirements

DCJS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction. For purposes of this Contract, DCJS hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation, 25% for minority-business enterprises (MBE) participation and 5% for women-owned business enterprises (WBE) participation. MBE and WBE goals are for goods and services in support of the actual services to be provided.

The Contractor agrees to fully comply and cooperate with DCJS in the implementation of New York State Executive Law Article 15-A and to make good faith efforts to promote and assist the participation of certified minority-business enterprises (MBE) and women-owned business enterprises (WBE) as subcontractors and suppliers with respect to this Agreement. Accordingly, Contractor agrees to adhere to Appendix MWBE of this Agreement.

In addition to the termination language related to responsibility above, the Commissioner in his sole discretion reserves the right to terminate this Letter of Agreement, with or without cause, at any time, for convenience or as may be in the best interests of the State. Termination of the Letter of Agreement, with or without cause, shall not create any liability on the part of DCJS or the State for payment of any penalty, or any other liability.

To expedite payment for services rendered under this Letter of Agreement, please submit a completed State Claim for Payment form (AC3253-S) clearly stating the date(s), time(s), location(s), services delivered, and any reimbursable travel-related expenses incurred to the Division's electronic invoice mailbox at dcjsinvoices@dcjs.ny.gov, or mail to Division of Criminal Justice Services, 10th Floor Finance Office, Alfred E. Smith Office Building, 80 South Swan Street, Albany, New York 12210 within one month of completion of services rendered. Claim for Payment form (AC3253-S) is enclosed.

Erika Mendelsohn, SNUG Social Work Director of the Division's Office of Public Safety is coordinating this work. Ms. Mendelsohn will follow up with you to coordinate the fulfillment of your responsibilities. Please feel free to contact her at Erika.Mendelsohn@dcjs.ny.gov if you have any questions or comments.

If you are in agreement with the terms of this Letter of Agreement, please sign below and return the original of this Letter of Agreement to the Office of Public Safety. Thank you for your assistance in this matter.

Very truly yours,



Michael R. Wood
Deputy Commissioner
Office of Public Safety

In Acknowledgment of, and Agreement to, the Provisions of this Letter of Agreement:

Maurice Bulls

Name

July 13, 2021

Date

Enclosures:

Appendices A, B, C, D, E, F, G, I, J, L, M, N
Claim for Payment form (AC3253-S)

cc: Erika Mendelsohn, Office of Public Safety

Office of Legal Services

Appendix M

**EO 177 Certification, NYS Human Rights Law, Article 15 of
Executive Law**

APPENDIX M
EO 177 Certification

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

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

Generally, the Human Rights Law applies to:

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

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

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

Contractor: SNUG

By: Behavior Change Consulting Institute CORP

Name: Maurice L. Bulls

Title: Executive Director

Date: November 16, 2021

The Certification is to be submitted prior to contract award by all successful bidders on all Covered contracts and contract renewals.

APPENDIX D

NON-COLLUSIVE BIDDING CERTIFICATION

APPENDIX D: Non-Collusive Bidding Certification

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW**

SECTION 139-D, Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

[3] No attempt has been made or will be made by bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], AND [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation or partnership.

Non-Collusive Bidding Certification - 3

IDENTIFYING DATA

Potential Contractor: _____

Address: _____

City, Town, State, Zip: _____

Telephone: _____ Title: _____

If applicable, Responsible Corporate Officer

Name: _____

Title: _____

Signature _____

Joint or combined bids by companies or firms must be certified on behalf of each participant

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By Maurice Bulls _____
(Name)

By _____
(Name)

Executive Director _____

Title

Title

2020 W. Randolph Circle _____

Street Address

Street Address

Tallahassee, FL 32308 _____

City State Zip

City State Zip

APPENDIX E

DCJS PROCUREMENT LOBBYING GUIDELINES

#

APPENDIX E: DCJS PROCUREMENT LOBBYING GUIDELINES
Division of Criminal Justice Services
Summary of Policy and Prohibitions on Procurement Lobbying

Background:

State Finance Law §139-j (6) requires that a Governmental Entity incorporate a summary of its policy and prohibitions regarding permissible Contacts during a covered procurement.

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. DCJS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period; the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at the OGS website:

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

Mandatory Submissions:

The Division of Criminal Justice Services’ Procurement Lobbying Guidelines are attached as APPENDIX E. The Offerer/Bidder must affirm that it understands and agrees to comply with DCJS’ procedures relative to the “ Affirmation of Understanding and Agreement pursuant to State Finance Law § 139-j (3) and § 139-j (6) (b)” by completing and submitting Attachment 1 to APPENDIX E.

The Offerer/Bidder must also complete and submit Attachment 2 to APPENDIX E, the “Offerer Disclosure of Prior Non-Responsibility Determinations” and Form 4, “Offerer’s Certification of Compliance with State Finance Law §139-k (5)” to APPENDIX E..APPENDIX E

DIVISION OF CRIMINAL JUSTICE SERVICES PROCUREMENT LOBBYING GUIDELINES

I. INTRODUCTION

These Guidelines, which have been issued pursuant to the New York State Finance Law, apply to all Division of Criminal Justice Services' ("DCJS") procurement contracts and limit certain types of communications between Offerers and DCJS during the Restricted Period of a Governmental Procurement. During the Restricted Period, an Offerer may communicate only with the person or persons designated by DCJS to receive communications regarding such Governmental Procurement.

II. STATUTORY DEFINITIONS

Article of Procurement	A commodity, service, technology, public work, construction, revenue contract, or the purchase, sale or lease of real property or an acquisition or granting of an interest in real property that is the subject of a governmental procurement.
Contact	Any oral, written or electronic communication with DCJS under circumstances where a reasonable person would infer that the communication was intended to influence the governmental procurement.
Governmental Entity	Includes New York State agencies, public benefit corporations, public authorities of which at least one member is appointed by the Governor, both houses of the New York State Assembly and Senate, the Unified Court System, and certain Industrial Development Agencies.
Governmental Procurement	(i) the preparation of terms of the specifications, bid documents, requests for proposals, or evaluations criteria for a procurement contract, (ii) solicitation for a procurement contract, (iii) evaluation of a procurement contract, (iv) award, approval, denial or disapproval of a procurement contract, or (v) approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the procurement contract as it was finally awarded or approved by the Comptroller, as applicable), renewal or extension of a procurement contract, or any other material change in the procurement contract resulting in a financial benefit to the Offerer.
Offerer	The individual or entity, or any employee agent or consultant or person acting on behalf of such individual or entity, that contacts DCJS about a Governmental Procurement .
Procurement Contract	Any contract or other agreement for an Article of Procurement involving an estimated annualized expenditure in excess of \$15,000. Grants, Article Eleven-B State Finance Law Contracts,

Intergovernmental Agreements, Railroad and Utility Force Accounts, Utility Relocation Project Agreements or Orders of Eminent Domain Transactions shall not be deemed **Procurement Contracts** in these Guidelines.

Restricted Period

The period of time commencing with the earliest date of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from **Offerers** intending to result in a **Procurement Contract** with DCJS and, ending with the final contract award and approval by, where applicable, the Office of the State Comptroller.

III. EXEMPTIONS

While an **Offerer** shall only contact the person or persons who may be contacted by **Offerers** as designated by the governmental entity relative to the government procurement during the restricted period, certain communications are exempt from these Guidelines. These include: (i) submissions in response to an invitation for bid, a request for proposal or other solicitation, (ii) submissions of written questions to a designated contact set forth in an invitation for bid, request for proposal or other solicitation, (iii) participation in a conference provided for in an invitation for bid, request for proposal or other solicitation, (iv) contract negotiations, (v) inquiries regarding the factual status of a **Procurement Contract**, and (vi) complaints and protests regarding the procurement process and outcome.

IV. NEW YORK STATE LEGISLATURE OR LEGISLATIVE STAFF

Any communication received by DCJS from members of the New York State Legislature or legislative staff, when acting in their official capacity, shall not be considered a **Contact**.

V. VIOLATIONS

A violation of these Guidelines occurs when there is a **Contact** during the **Restricted Period** between the **Offerer** and someone other than the person or persons designated by DCJS to receive communications for the particular **Governmental Procurement**. This includes instances where the **Offerer Contacts** DCJS regarding **Governmental Procurements** of other **Governmental Entities**.

Attempts by an **Offerer** to influence a **Governmental Procurement** in a manner that would result in a violation of the Public Officers Law or Penal Law also shall also be a violation of these Guidelines.

VI. PROCEDURES

A. Notifying Vendors of Procurement Lobbying Guidelines

1. For each **Procurement Contract**, the DCJS Finance Office will designate a person or persons to receive communications from **Offerers** concerning the **Procurement Contract**.
2. The DCJS Finance Office will incorporate a summary of the policy and prohibitions regarding permissible communications during a **Governmental Procurement** in its documents relating to the **Procurement Contract** and

provide a copy of these Guidelines in such documents.

3. The DCJS Finance Office shall seek written affirmation from all **Offerers** as to the **Offerer's** understanding of and agreement to comply with these Guidelines (Attachment 1).

B. Making Determinations of Responsibility

1. Prior to award of a **Procurement Contract**, DCJS must make a responsibility determination with respect to the **Offerer** to be recommended for the award of the contract based upon, among other things, the information supplied by that **Offerer**. The **Offerer** must disclose, using the **Offerer** Disclosure of Prior Non-Responsibility Determinations Form (Attachment 2), whether it has been found non-responsible within the last four years by any **Governmental Entity** for: (1) failure to comply with State Finance Law §139-j; or (2) the intentional provision of false, inaccurate or incomplete information. This disclosure must be certified by the **Offerer** and must affirmatively state that the information supplied by the **Offerer** to DCJS is complete, true and accurate.
2. Any **Procurement Contract** award shall contain a certification by the **Offerer** that all information provided to DCJS is complete, true and accurate. Each DCJS contract shall contain a provision authorizing DCJS to terminate the contract in the event the certification is found to be intentionally false, intentionally incomplete, or intentionally inaccurate. DCJS will include in the procurement record a statement describing the basis for any action taken pursuant to such termination provision. Admissions by the **Offerer** of past findings of non-responsibility may constitute a basis for rejection of the **Offerer** by DCJS. DCJS shall include in the procurement record a statement describing the basis for any action taken pursuant to such termination provision. DCJS can award a contract to the **Offerer** despite the past findings of non-responsibility if it determines that the award of the **Procurement Contract** to the **Offerer** is necessary to protect public property or public health or safety, and that the **Offerer** is the only source capable of supplying the required **Articles of Procurement** within the necessary time frame. The basis of such a finding must be included in the procurement record of the **Procurement Contract**.

C. Recording of **Contacts**

1. All DCJS employees must record any **Contact**. As defined, a **Contact** is one from any person or entity that is intended to influence procurement. However, any communication received by DCJS from members of the New York State Legislature, or the Legislative Staffs, when acting in their official capacity, shall not be recorded.
2. Upon any **Contact** during the restricted period, DCJS shall obtain the name, address, telephone number, place of principal employment and occupation of the person or organization making the contact and inquire and record whether the person or organization making such contact was the **Offerer** or was retained, employed or designated by or on behalf of the offerer to appear before or contact DCJS about the governmental procurement. **Contact** may be initiated by parties

with an interest in the procurement that are not necessarily connected directly to the Offerer. Contact may come in the form of telephone conversations, correspondence, electronic mail and person-to-person discussions. The Record of Procurement Contact Form should be used to record Contacts. The form is available on the DCJS Intranet homepage under "Policies and Procedures," "Record of Procurement Contact." The form should be completed by the DCJS employee and e-mailed to "dcjs.sm.procurement.law" an e-mail account on the DCJS internal e-mail system. This e-mail account will send the form to both the DCJS Finance Office and the DCJS Ethics Officer.

3. The exempted communications set forth in Article III need not be reported unless a reasonable person would infer that the communications were intended to influence the procurement.
4. If a DCJS employee is in doubt about whether a communication was intended to influence the **Governmental Procurement**, he or she should record the communication on the Record of Procurement Contact Form and submit it to dcjs.sm.procurement.law for further investigation.
5. The DCJS Finance Office will be required to include all Records of Procurement Contact in the procurement record for the related **Procurement Contract**.

D. Investigation of Contacts/ Penalties for Violations

1. All reported Contacts will be immediately investigated by the DCJS Ethics Officer, or his or her designee. If the DCJS Ethics Officer finds sufficient cause to believe that an Offerer has violated these Guidelines, the Offerer will be notified in writing of the investigation and will be afforded an opportunity to respond to the alleged violation. Investigations will be completed as soon as practicable so as not to delay the progress of the Governmental Procurement.
2. If the DCJS Ethics Officer should find at the conclusion of the investigation that the Offerer knowingly and willfully made prohibited Contact in violation of these Guidelines, then the Offerer shall be disqualified as non-responsible, unless DCJS makes a finding that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health or safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary time frame. The basis of such a finding must be included in the procurement record of the Procurement Contract.

Appendix F:

Attachment 1: Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

Attachment 2: Offerer Disclosure of Prior Non-Responsibility Determinations

Form 4: Offerer's Certification of Compliance With State Finance Law §139-k(5)

Attachment 1

**Offerer's Affirmation of Understanding of and Agreement pursuant to
State Finance Law §139-j (3) and §139-j (6) (b)**

Background:

State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Instructions:

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts during the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. This affirmation shall be obtained as early as possible in the procurement process, such as when the Offerer submits its proposal or bid.

I hereby affirm that I have read, understand and agree to comply with the Division of Criminal Justice Services' procedures related to permissible Contacts during a Governmental Procurement as required by State Finance Law §139-j (3) and §139-j (6) (b).

By:

Date: 7-18-22

Name: Maurice Bulls

Title: Executive Director

Offeror Name: Behavior Change Consulting

Institute

Offeror Address: 2020 W. Randolph Circle

Attachment 2

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k (2) obligates a Governmental Entity 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, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. 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 an Offerer 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 Offerer 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 Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

As an alternative to this form, the Governmental Entity may elect to incorporate this disclosure question into its procurement questionnaire, such as the New York State Standard Vendor Responsibility Questionnaire set out at <http://www.ogs.state.ny.us/procurecounc/pdfdoc/BestPractice.pdf>

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:
Behavior Change Consulting Institute

Address: 2020 W. Randolph Circle _____

Name and Title of Person Submitting this Form:

Maurice Bulls, Executive Director _____

Contract Procurement Number: _____

Date: 7-18-22 _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No-X Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

By: *Maurice Bulls* _____

Date: 7-18-22 _____ Signature

Name: Maurice Bulls _____

Title: Executive Director _____

**Form 4: Offerer's Certification of Compliance
With State Finance Law §139-k(5)**

Background:

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

Instructions:

A Governmental Entity must obtain the required certification that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the certification and provide it to the procuring Governmental Entity

The Offerer/Bidder shall submit the following certification with its bid.

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: Behavior Change Consulting
Institute

Date: 7-18-22_____

Name: Maurice Bulls_____

Title: Executive Director_____

Offerer's Name:

Offerer's Address: 2020 W. Randolph Circle Tallahassee, FL
32308

APPENDIX G:

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

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

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

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

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

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

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

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

If yes, what is your DSDVBD Control #? _____

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

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

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

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

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

APPENDIX I:
MINORITY & WOMEN OWNED BUSINESS ENTERPRISES
Participation by Minority Group Members & Women and Equal Employment
Opportunity Requirements

APPENDIX I:
MINORITY & WOMEN OWNED BUSINESS ENTERPRISES
Participation by Minority Group Members & Women/ Requirements

1. General Provisions
 1. DCJS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
 2. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to DCJS, to fully comply and cooperate with DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
 3. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Section or enforcement proceedings as allowed by the Contract.
4. Contract Goals
 1. For purposes of this procurement, DCJS hereby establishes an overall goal of 30 % for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 25% for New York State certified minority-owned business enterprises (“MBE”) participation and 5% for New York State certified women-owned business enterprises (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of qualified MBEs and WBEs.
 2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com>.
 3. Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR §142.8, the Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to DCJS for liquidated or other appropriate damages, as set forth herein.
5. Equal Employment Opportunity (EEO)
 1. The Contractor agrees to be bound by the provisions of Article 15-A, and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
 2. The Contractor shall comply with the following provisions of Article 15-A:
 1. Contractor and subcontractor performing work on the Contract (“Subcontractor”) shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to DCJS within seventy-two (72) hours after the date of the notice by DCJS to award the Contract to the Contractor.
 3. If the Contractor or Subcontractor does not have an existing EEO policy statement, DCJS may provide the Contractor or Subcontractor a model statement (see Form – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 4. The Contractor’s EEO policy statement shall include the following language:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 2. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

3. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
4. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

1. Form - Staffing Plan

For contracts in excess of \$250,000, the Contractor has complied with the requirement to submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories.

2. Form - Workforce Employment Utilization Report ("Workforce Report")

1. During the term of Contract, the Contractor is responsible for updating and providing notice to DCJS of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

2. Separate forms shall be completed by Contractor and any Subcontractor.

3. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

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

2. MWBE Utilization Plan

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

4. Waivers

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

4. Quarterly MWBE Contractor Compliance Report

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

5. Liquidated Damages - MWBE Participation

1. Where DCJS determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to DCJS liquidated damages.

2. 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.
3. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by DCJS, the Contractor shall pay such liquidated damages to DCJS within sixty (60) days after they are assessed by DCJS unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of DCJS.

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

M/WBE AND EEO POLICY STATEMENT

I Maurice Bulls, the (awardee/contractor) Behavior Change Consulting Institute _____ agree to adopt the following policies with respect to the project being developed or services rendered at

M/WBE

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

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

EEO

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

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

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

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

Agreed to this 17th day of July, 2022

By: *Maurice Bulls* _____

Print: Maurice Bulls _____

Title: Executive director _____

_____ is designated as the Minority Business Enterprise Liaison

(Name of Designated Liaison)

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

M/WBE Contract Goals

30% Minority and Women's Business Enterprise Participation

25% Minority Business Enterprise Participation

5% Women's Business Enterprise Participation

EEO Contract Goals

25% Minority Labor Force Participation

5% Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

MWBE Utilization Proposal

Contractor Name-Behavior Change Consulting Institute		Contact Person Maurice Bulls
Address-2020 W. Randolph Circle		Telephone No. 313 269-6721
State-FL	Zip Code-32308	Email Address-coachbulls@behaviorchangeconsulting.org

Proposed Contract Amt. \$36,000

Project Name/Bid Title-SNUG Training

Participation Goals Anticipated:
 (Enter anticipated total % of dollar amount to be spent with identified MBEs and/or WBEs at the start of the contract)

	MBE: %
	WBE: %

In the section below please list the Certified M/WBE Subcontractors/Suppliers your firm proposes to use.

Subcontractor Name and Address	Description of Services	Amount	Date of Subcontract	Identify whether MBE or WBE
		\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE
		\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE
		\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE
		\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE
		\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE
		\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE

Contractors Agreement:
 My firm proposes to use the MWBEs listed above.

(Signature of Contractor)

(Printed Name)

(Date)

MWBE SUBCONTRACTOR UTILIZATION QUARTERLY REPORT

This report is to be submitted to DCJS quarterly during the life of this contract to report the actual payments made to all certified minority or women-owned subcontractors utilized for this project. Complete and mail to NYS Division of Criminal Justice Services, Financial Services, 80 So Swan St, Albany, NY 12210 or email completed form as an attachment to Procurement.officer@dcjs.ny.gov.

Contractor _____ Contract No. _____
 Federal ID# _____ Project Name _____
 Contact Name _____ Contract Start Date _____
 Contact Email Address _____ Contract End Date _____
 Contact Phone# _____ Contract Amount _____

Place an X in the box for the quarter you are reporting on.

1st Quarter (Apr 1-Jun 30)

2nd Quarter (July 1 – Sep 30)

3rd Quarter (Sep 1 – Dec 31)

4th Quarter (Jan 1 – Mar31)

Subcontractor Name	Federal ID Number	Total Subcontractor Contract Amount		Payments this Quarter		Previous Payments		Total Payments Made to Date	
		MBE	WBE	MBE	WBE	MBE	WBE	MBE	WBE
TOTAL									

Signature

Date

(Printed Name)

Appendix J: EEO Workforce Utilization Report Instructions and Form

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Appendix J: EEO Workforce Utilization Report Instructions and Form

Instructions for Submitting the Workforce Utilization Report

The Workforce Utilization Report ("Report") is to be submitted on a monthly basis for construction contracts¹, and a quarterly basis for all other contracts, during the life of the contract to report the actual workforce utilized in the performance of the contract broken down by job title. When the workforce utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total workforce, the contractor and/or subcontractor shall submit a Report of the workforce utilized on the contract. When the workforce to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total workforce, information on the contractor's and/or subcontractor's total workforce may be included in the Report.

¹ The Gross Wages column is only required to be completed on a quarterly basis commencing 1/1/2018.

Reports are to be submitted electronically, using the provided Report worksheet, to DCJSPurchasement@dcjs.ny.gov within ten (10) days following the end of each month or quarter, whichever is applicable. **SUBJECT: EEO WORKFORCE UTILIZATION REPORT**
Instructions for Completing the Workforce Utilization Report

1. **REPORTING ENTITY:** Check off the appropriate box to indicate if the entity completing the Report is the contractor or a subcontractor.
2. **FEDERAL EMPLOYER IDENTIFICATION NUMBER:** Enter the Federal Employer Identification Number (FEIN) assigned by the IRS. Contractors utilizing their social security number in lieu of an FEIN should leave this field blank.
3. **CONTRACTOR NAME and CONTRACTOR ADDRESS:** Enter the primary business address for the entity completing the Report.
4. **CONTRACT NUMBER:** Enter the number of the contract to which the Report applies.
5. **REPORTING PERIOD:** Check off the box that corresponds to the applicable quarterly or monthly reporting period for this Report. Only select one box.
6. **WORKFORCE IDENTIFIED IN REPORT:** Check off the appropriate box to indicate if the workforce being reported is just for the contract or the contractor's or subcontractor's total workforce.
7. **OCCUPATION CLASSIFICATIONS and SOC JOB TITLE:** Select the occupation classification and job title that best describes each group of employees performing work on the state contract under columns A and B.
8. **EEO JOB TITLE and SOC CODE:** These fields will populate automatically based upon the Occupation Classifications and SOC Job Titles selected. Do not modify the results generated in these fields.
9. **NUMBER OF EMPLOYEES and NUMBER OF HOURS:** Enter the number of employees and total number of hours worked by such employees for each job title under the columns corresponding to the gender and racial/ethnic groups with which the employees most closely identify.
10. **TOTAL GROSS WAGES: [TO BE REPORTED QUARTERLY]** Enter the total gross wages paid to all employees for each job code, and each gender and racial/ethnic group, identified in the Report. Contractors and subcontractors should report only gross wages for work on the contract paid to employees during the period covered by the Report. "Gross wages" are those reported by employers to employees on their wage statements. Gross wages are defined more specifically by 20 NYCRR §2380.4 and typically include

every form of compensation for employment paid by an employer to his, her or its employees, whether paid directly or indirectly by the employer, including salaries, commissions, bonuses, tips and the reasonable value of board, rent, housing, lodging or similar advantage received.

11. PREPARER'S INFORMATION: Enter the name and title for the person completing the form, enter the date upon which the Report was completed, and check the box accepting the name entered into the Report as the digital signature of the preparer.

Race/Ethnic Identification

Race/ethnic designations do not denote scientific definitions of anthropological origins. For the purposes of this Report, an employee must be included in the group with which he or she most closely identifies. No person may be counted in more than one race/ethnic group. In determining an employee's race or ethnicity, a contractor may rely upon an employee's self-identification, employment records, or, in cases where an employee refuses to identify his or her race or identity, observer identification. The race/ethnic categories for this Report 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/AFRICAN AMERICAN** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC/LATINO** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN, NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE AMERICAN/ALASKAN NATIVE** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Resources

If you have questions regarding these requirements, are unsure of the appropriate job titles to include in your Report, or otherwise require assistance in preparing or submitting the Report, please contact the Procurement Office at DCJSProcurement@dcjs.ny.gov.

APPENDIX L: CONSULTANT DISCLOSURE FORMS

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APPENDIX L: CONSULTANT DISCLOSURE FORMS

Consultant Disclosure Forms

Background:

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

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

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

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

Instructions:

FORM A:

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

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

8. **Employment category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees anticipated to be providing services under the contract. (Note: Access the O*NET database, which is available through the US Department of Labor’s Employment and Training Administration website at www.online.onetcenter.org.)
9. **Number of employees:** the total number of employees in the employment category employed anticipated to provide services under the contract, including part time employees and employees of subcontractors.
10. **Number of hours to be worked:** the total number of hours anticipated be worked by the employees in the employment category.
11. **Amount payable under the contract:** the total amount payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services to be provided during the Report Period.

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

FORM B:

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

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

12. **Scope of Contract:** a general classification of the single category that best fits the predominate nature of the services provided under the contract.
13. **Employment Category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. (Note: Access the O*NET database, through the US Department of Labor's Employment and Training Administration website at www.online.onetcenter.org.)
14. **Number of Employees:** the total number of employees in the employment category employed that provided services under the contract during the Report Period, including part time employees and employees of subcontractors.
15. **Number of hours worked:** the total number of hours **worked** during the Report Period by the employees in the employment category.
16. **Amount Payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Submit the completed Form B by May 15 for the period April 1 through March 31, and annually by May 15th thereafter for each State fiscal year (or portion thereof) the contract is in effect, as follows:

To DCJS as the Contracting Agency:

By mail: NYS Division of Criminal Justice Services
Attn: Office of Financial Services, 10th Floor
Alfred E. Smith Office Building
80 South Swan Street
Albany, NY 12210-8001

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

By mail: NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting

By fax: (518) 474-8030 or (518) 473-8808

To DCS:

By mail: NYS Department of Civil Service
ESP, Agency Building 1
20th Floor
Albany, NY 12239

Appendix M
EO 177 Certification

**APPENDIX M:
EO 177 Certification**

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

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

Generally, the Human Rights Law applies to:

all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;

employers with fewer than four employees in all cases involving sexual harassment; and,

any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

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

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

Contractor:

By: Behavior Change Consulting Institute_____

Name: Maurice Bulls_____

Title: Executive Director_____

Date: July, 18 2022

The Certification is to be submitted prior to contract award by all successful bidders on all Covered contracts and contract renewals.

Appendix N:
Non-Disclosure
Confidentiality Agreement

Appendix N:

Non-Disclosure

Confidentiality Agreement

This is an Agreement by and between the New York State Division of Criminal Justice Services (DCJS) and _____, the VENDOR (Behavior Change Consulting Institute _____), regarding the services to be performed for DCJS by the VENDOR, under _____ Contract, _____.

VENDOR shall insure that s/he shall abide by all reasonable noninvasive security policies and procedures of DCJS. DCJS reserves the right to conduct a security background check on VENDOR, as s/he will have access to confidential information.

New York State law protects the privacy of criminal history records and other confidential information. As a criminal justice agency, there exist site security issues with respect to DCJS. VENDOR shall take all reasonable steps required by DCJS to protect confidential information.

VENDOR specifically agrees to comply with the "Information Security Breach and Notification Act" as set forth in State Technology Law Section 208 and General Business Law Article 39-F. The VENDOR shall promptly notify the DCJS where there is a reasonable belief of a breach of security, unauthorized access or unauthorized release of personal computer data containing personal information, and take appropriate action with respect to notification of affected individuals and to other required state agencies consistent with the New York State Information Security Breach and Notification Act.

Further, all other information concerning DCJS' operations, procedures and policies shall be kept confidential by VENDOR and VENDOR shall comply with the administrative procedures and regulations concerning these rules.

The use of information obtained by VENDOR in the performance of his duties described herein shall be limited to purposes directly connected with such duties.

The VENDOR shall not remove any work papers or product from DCJS relating to DCJS.

VENDOR shall not be required to keep confidential any such material which is publicly available through no fault of VENDOR, independently developed by VENDOR without reliance on confidential information of DCJS, or otherwise obtained under the Freedom of Information Law or New York State laws or regulations.

The prohibition against disclosure shall survive the termination of this Agreement, the termination of the SOW or the completion of the SOW.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated below.

	NYS Division of Criminal Justice Services
Signature: <i>Maurice Bulls</i>	Signature:
Name (Please Print)-Maurice Bulls	Name (Please Print)
Title: Executive Director	Title:
Date: July 18, 2022	Date:

ACKNOWLEDGEMENT CLAUSE

State of Florida)
County of Leon) ss.:

On the 18th day of July in the year 2022 before me personally came Maurice Bulls to me known, who, being by me duly sworn, depose and say that s/he is the Executive Director of Behavior Change Consulting Ins. the entity which executed the above instrument; that s/he was authorized by and did execute the same at the direction of said entity and that s/he signed his/her name thereto.

Notary Public: *[Signature]*



