



# Department of Health

## Request for Proposals

**RFP # 16425**

### **Child and Adolescent Needs and Strengths-New York (CANS-NY) Technical Assistance Institute**

**Issued: April 22, 2016**

**DESIGNATED CONTACT:**

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies the following designated contact to whom all communications attempting to influence the Department of Health's conduct or decision regarding this procurement must be made.

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Pursuant to State Finance Law § 139-j(3)(a), the Department of Health identifies the following allowable contact for communications related to the submission of written proposals, written questions, pre-bid questions, and debriefings.

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## 1. CALENDAR OF EVENTS

<b>RFP #16425 CHILD AND ADOLESCENT NEEDS AND STRENGTHS-NEW YORK (CANS-NY) TECHNICAL ASSISTANCE INSTITUTE</b>	
<u>EVENT</u>	<u>DATE</u>
Issuance of Request for Proposals	April 22, 2016
Deadline for Submission of Written Questions	May 13, 2016 <b>4:00 p.m. ET</b>
Responses to Written Questions Posted by DOH	May 31, 2016
Deadline for Submission of Proposals	June 17, 2016 <b>4:00 p.m. ET</b>
<u>Anticipated</u> Contract Start Date	September 1, 2016

## 2. OVERVIEW

Through this Request for Proposals (“RFP”), the New York State (“State”) Department of Health (“DOH”) in collaboration with the NYS Office of Mental Health (OMH), NYS Office of Alcoholism and Substance Abuse Services (OASAS), and the NYS Office of Children and Family Services (OCFS) is seeking competitive proposals from vendors able to provide additional training, education and technical assistance for a Child Adolescent Needs and Strengths-New York (CANS-NY) Technical Assistance Institute and other services as further detailed in [Section 3.0](#) (Scope of Work). This procurement contains two parts, Part A and Part B. It is the Department’s intent to award one contract for each part of this RFP, but the same vendor can be awarded both parts. The four NYS Agencies mentioned above will share responsibility for the requirements specified herein and for the evaluation of proposals.

### 2.1. Introductory Background

In 2011, a Children’s Medicaid Redesign Team (MRT) Behavioral Health Subcommittee was created to make recommendations and guide an approach to transform the children’s Medicaid service system. The representative, cross systems subcommittee began by identifying core values and structural elements needed for Medicaid eligible children and behavioral health benefits to transition to Managed Care. The Children’s Subcommittee formulated recommendations that address services for children with Behavioral Health needs and children in foster care to break down barriers and/or service system silos.

The Children’s Subcommittee has since evolved into the Children’s MRT Health and Behavioral Health Subcommittee, with the addition of medically fragile children as an included target population. This subcommittee was charged with advisement and participation in the development and design of children’s MRT initiatives. The Subcommittee provides content and population expertise to New York State (NYS) leadership working on the design of the Children’s Medicaid Managed Care transition and creation/design of the Health Home care management model for children. One of the themes developed by the Children’s MRT Health and Behavioral Health Subcommittee included the need to improve the children’s service system, which prompted new proposed children’s benefits under Medicaid.

New York State is undertaking the integration of Medicaid services into Managed Care for all children eligible for Medicaid. This integration of the Children’s Medicaid Managed Care design will be facilitated in part by designated NYS Health Homes. Health Home is an option afforded to States under the Patient Protection and Affordable Care Act (Pub. L. 111-148) and enacted on March 23, 2010. This was revised by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111-152), enacted on March 30, 2010, together known as the Affordable Care Act (ACA). Section 2703 allows states under the Medicaid State Plan option or through a waiver,

the authority to implement Health Homes, effective January 1, 2011. More information about the NYS Children's Medicaid Managed Care Design as it relates to Health Homes can be found on the New York State Department of Health (NYSDOH) Health Home website:

[https://www.health.ny.gov/health\\_care/medicaid//program/medicaid\\_health\\_homes/health\\_homes\\_and\\_children.htm](https://www.health.ny.gov/health_care/medicaid//program/medicaid_health_homes/health_homes_and_children.htm)

Health Homes provide care coordination services, including comprehensive care management development of person centered plans of care; health promotion, comprehensive transitional care; patient and family support; and referral and connection to community and social support services, including non-Medicaid Services. Health Home services are provided through a network of organizations – providers, health plans, and community-based organizations. More information about the NYS Health Home program can be found on the NYSDOH Health Home website:

[https://www.health.ny.gov/health\\_care/medicaid/program/medicaid\\_health\\_homes/](https://www.health.ny.gov/health_care/medicaid/program/medicaid_health_homes/)

NYS's designated Health Homes and network providers are required to create and implement patient centered plans of care which draw upon network providers and comprehensive individualized assessments. NYS has endorsed the use of the Child and Adolescent Needs and Strengths Assessment for New York (CANS-NY) tool for the children's design. The CANS-NY is a multi-purpose tool developed for children's services to support decision making, including level of care and service planning, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services. Training and certification is required for valid and reliable use of the CANS-NY. An early estimate of enrollment in Children's Health Home will necessitate a capacity at full implementation of approximately 7,500 care managers and supervisors who will need to be trained, certified, and provided technical assistance on an ongoing fashion. In addition, there are representatives of sixteen NYS Designated Children's Health Homes affiliated with approximately 500 Health Home downstream Care Management Agencies, and representatives from stakeholder groups, local departments of social services, and Single Points of Access (SPOA) who will need education and technical assistance to establish basic working knowledge of the CANS-NY, but not need to gain certification.

Dr. John Lyons, the developer of the Child Adolescent Needs and Strengths (CANS) tool, has collaborated with NYS in the development of a comprehensive version of the CANS-NY. The CANS-NY includes a wider range of CANS domains to better identify and address the multi-system needs of children including mental health, substance use, Child welfare, juvenile justice and physical health. The CANS-NY will continue to serve as a guide in decision making as well as to service planning specifically for children with behavioral needs, medical needs, , and juvenile justice involvement. The copyright for the CANS is held by the Praed Foundation to ensure that it remains free to use. New York State's Children's Medicaid Managed Care Design requires Health Home Care Managers to use the CANS-NY when completing assessments.

The CANS-NY assessment is used to assist in:

- the development of the person centered care plan
- determination of Health Home acuity level;
- determination of eligibility for Home and Community Based Services (HCBS) that will be available when the behavioral health benefit transitions to Medicaid Managed Care in 2017.

The expansion and integration of Children's Medicaid services has prompted New York State to issue this Request for Proposal (RFP) for a CANS-NY Technical Assistance Institute. The deliverables are detailed in Section 3: Scope of Work of this RFP.

## **CHILD ADOLESCENT NEEDS AND STRENGTHS (CANS) BACKGROUND**

In order to identify and assess the needs of children and adolescents with behavioral health and health needs, NYS has endorsed the use of the Child and Adolescent Needs and Strengths-New York (CANS-NY) Assessment tool for the children's design. The CANS-NY is a multi-purpose tool that will support decision making, including level of care/level of need and service planning, facilitate quality improvement initiatives, and allow for the monitoring of outcomes of services. The CANS has been used in New York for twenty years, predominantly with the Office of Mental Health (OMH) programs and, more recently, the Office of Children and Family Services (OCFS) Bridges to Health Waiver. CANS-NY manual can be accessed by visiting the OMH website, [https://www.omh.ny.gov/omhweb/resources/publications/cans/cans\\_manual.pdf](https://www.omh.ny.gov/omhweb/resources/publications/cans/cans_manual.pdf).

Completion of the CANS is accomplished in order to allow for the effective communication of this shared vision for use at all levels of the system. Since its primary purpose is communication, the CANS is designed based on

communication theory rather than the psychometric theories that have influenced most measurement development. There are six key principles of a communimetric measure that apply to understanding the CANS.

### **Six Key Principles of the CANS**

1. Items were selected because they are each relevant to service/treatment planning. An item exists because it might lead a care manager down a different pathway in terms of planning actions.
2. Most items use a 4-level rating system. Those levels are designed to translate immediately into action levels. Different action levels exist for needs and strengths. For a description of these action levels please see below.
  - Note: For domain F. Adverse Childhood Experiences, these items use a 2 level rating system. These levels are designed within this particular domain to translate into whether or not a child had suspicion of exposure to an adverse childhood experience within a his/her lifetime (i.e., a score of “0”) or if a child has experienced/there is suspicion of exposure an adverse childhood experience within their lifetime- (i.e., a score of “1”).
3. Rating should describe the child/youth, not the child/youth in services. If an intervention is present that is masking a need but must stay in place, this should be factored into the rating consideration and would result in a rating of an “actionable” need (i.e., “2” or “3”).
4. Culture and development should be considered prior to establishing the action levels. Cultural sensitivity involves considering whether cultural factors are influencing the expression of needs and strengths. Ratings should be completed considering the child/youth’s developmental and/or chronological age depending on the item. In other words, anger control is not relevant for a very young child/youth but would be for an older child/youth or child/youth regardless of developmental age. Alternatively, school achievement should be considered within the framework of expectations based on the child/youth’s developmental age.
5. The ratings are generally “agnostic as to etiology”. In other words, this is a descriptive tool; it is about the “what” not the “why”.
6. A 30-day window is used for ratings in order to make sure assessments stay “fresh” and relevant to the child/youth’s present circumstances. However, if there is good reason, the action levels can be used to over-ride the 30-day rating period. Unless the item is described differently, the past 30 days is used to define the level of need/strength.

More Information about CANS Principles and CANS Training can be found at <https://canstraining.com/profile/>

### **2.2. Important Information**

The Bidder is required to review, and is requested to have legal counsel review, Attachment E, the DOH Agreement as the Bidder must be willing to enter into an Agreement substantially in accordance with the terms of Attachment E should the Bidder be selected for contract award. Please note that this RFP and the awarded Bidder’s proposal will become part of the contract as Appendix B and C, respectively.

It should be noted that Appendix A of Attachment E, “Standard Clauses for New York State Contracts”, contains important information related to the contract to be entered into as a result of this RFP and will be incorporated, without change or amendment, into the contract entered into between DOH and the successful Bidder. By submitting a response to the RFP, the Bidder agrees to comply with all the provisions of Appendix A.

Please Note, Attachment A, the Bidder’s Certifications/Acknowledgements, should be submitted and includes a statement that the Bidder accepts, without any added conditions, qualifications or exceptions, the contract terms and conditions contained in this RFP including any exhibits and attachments. It also includes a statement that the Bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by the DOH.

Any qualifications or exceptions proposed by a Bidder to this RFP should be submitted in writing using the process set forth in [Section 5.2](#) (Questions) prior to the deadline for submission of written questions indicated in [Section 1.0](#) (Calendar of Events). Any amendments DOH makes to the RFP as a result of questions and answers will be publicized on the DOH web site.

### **2.3. Term of the Agreement**

This contract term is expected to be for a period of five (5) years, commencing on the date shown on the Calendar of Events in [Section 1.0.](#), subject to the availability of sufficient funding, successful contractor performance, and approvals from the New York State Attorney General (AG) and the Office of the State Comptroller (OSC).

The maximum funding available for the contract(s) resulting from this procurement is up to \$1,000,000 per year for a total of up to \$5,000,000 over the five (5) year life of the contract. Deliverables related to Part A of this procurement will have a maximum award of up to \$800,000 per year. Deliverables related to Part B of this procurement will be awarded a maximum of up to \$200,000 per year

### **3. SCOPE OF WORK**

This Section describes the technical assistance/training services that are required to be provided by the selected bidder. Bidder must be able to provide all of these services throughout the contract term.

**PLEASE NOTE:** Bidders will be required to provide responses that address all of the requirements of this as part of its Technical Proposal.

For purposes of this RFP, the use of the terms “shall”, “must” and “will” are used interchangeably when describing the Contractor’s/Bidder’s duties. The terms Bidders, vendors and proposers are also used interchangeably.

#### **3.1. Performance Standards/Expectations**

The purpose of this RFP is to establish a CANS-NY Technical Assistance Institute to provide additional training, education and technical assistance for NYS CANS users, from care coordinators to system administrators, to understand and implement the multiple uses of the CANS-NY.

Contractor(s) are expected to uphold the reliability and fidelity of the CANS-NY tool and incorporate the six key principles of the CANS (see Section 2.1: Introductory Background) when conducting training, technical assistance, and other requirements of this RFP. Contractor(s) should be aware that CANS-NY assessments can only be completed by certified users. Users can only obtain certification via the Praed Foundation. Contractor(s) should partner with Dr. John Lyons and the Praed Foundation in order to provide the requested deliverables of this RFP. Furthermore, awardee cannot independently recommend edits to the CANS-NY tool nor make any alterations to it without the review and approval of NYS and in joint consultation with the Praed Foundation. Certification for the CANS- NY is done exclusively by Dr. John Lyons and the Praed Foundation. The CANS-NY Technical Institute and CANS-NY Super-Users will not certify or recertify CANS-NY Users.

During the duration of the contract(s), it is expected that the Contractor(s) be available to meet in person, in Albany, at least once a month or as requested by the Department.

#### **3.2. Tasks/Deliverables**

There are four major deliverables associated with the Child and Adolescent Needs and Strengths-New York (CANS-NY) Technical Assistance Institute. These deliverables are separated into Part A and Part B.

##### **3.2.1.Part A: Training and Technical Assistance: Deliverables 1, 2, and 3**

Contractor will embrace the State’s vision of establishing a comprehensive technical assistance institute by meeting all program deliverables and maintain the staffing to perform the tasks described in this section. The State understands time is needed to build capacity for Part A, but the State expects the contractor to begin providing technical assistance within 30-60 days of the resulting contract’s approval. Data Exchange Application and Agreement (DEAA) may be required between the contractor and the State.

The Contractor should establish a working relationship with the Praed Foundation, in concert with NYS agencies, to ensure that NYS’ implementation of the CANS-NY Tool, trainings, and technical assistance is consistent with the tool’s intent and the breadth of research on its uses. For example, use of case specific

vignettes to demonstrate the CANS-NY tool and its scoring nuances will require the review and approval of the Praed Foundation for consistent applicability to the CANS-NY tool.

More information about Praed Foundation can be found in Attachment K: Definitions, and on their website – <http://praedfoundation.org>.

### **3.2.1.1. Program Deliverable 1: Support individuals trained and certified in the use of the CANS-NY**

The contractor will create a Statewide CANS-NY Technical Assistance Institute to support CANS-NY trained and certified providers (i.e., staff that will be providing care management in Health Homes serving children or HCBS care coordination), CANS-NY Super-Users, and other stakeholders within NYS' Child serving systems [i.e.,-Local Government Units (LGU), Single Points of Access (SPOAs), Local Departments of Social Services (LDSS), Lead Designated Health Homes and HCBS service providers' administrative staff] in order to enable them to more effectively utilize the CANS-NY assessment tool. Technical assistance may need to be provided to other associated entities who have an impact on the children's population [i.e.,-Managed Care Plans (MCP), NYS Agency Staff] but will not directly utilize the CANS-NY to conduct assessments.

The contractor will establish on-going technical assistance methods to inform and shape provider competencies, build provider expertise and increase reliability, while maintaining fidelity of the CANS-NY. This may include but is not limited to:

- Provide end-user support with registering for trainings and navigating online webinars authored by the Institute;
  - It is anticipated that this ongoing end-user support will consist of a team of 10 individuals who will provide telephonic and web based assistance to users.
  - If the need arises, the contractor will provide targeted technical assistance via face-to-face interact with a provider or CANS-NY user to assist with support.
  - End-user support will operate during regular business hours, excluding holidays, Monday through Friday, 9am to 5pm and have capacity to initially respond with support by the next business day of receiving any inquiry.
- Develop and deliver digital and face-to-face educational strategies and training curriculum, based on Statewide needs assessment, experienced gained by the contractor as part of this engagement, technical assistance, and the ability to provide necessary support statewide;
  - The Contractor, will be responsible for developing new training curricula, including all related ancillary training materials for classroom, workshop, online computer-based, webinar and on-site local agency training. These training requests may require modifications, at the Department's request, based on the specific needs of users.
    - Currently the Department anticipates the need for four (4) annual modifications to the training curricula. This number may vary based on the determination of the Department.
  - The CANS-NY Coaches will assist in the development of the digital and face-to-face training curriculum, as well as carry out the face-to-face trainings.
  - The following processes are expected to be included as part of the development of the new training curricula:
    - The Contractor will develop a preliminary training outline that includes the following:
      - Outline of content areas;
      - Definition of clear and measurable goals and objectives;
      - Description of teaching methodologies and modalities;
      - Listing and description of all training materials to be used as part of training and/or technical assistance;
      - Description of pre/post-testing measurements, if required;
      - Expected length of training; and
      - Proposed instructors for the delivery of the training.
  - The Contractor will be responsible for development, coordination, reproduction, and distribution of all training materials required to effectively deliver training programs.
  - The Contractor will submit a training outline, including trainee and trainer manuals, to the DOH for review and approval. The DOH reserves the right to request revisions to any areas.

- Develop and maintain a website for the provision of on-line training registration and training delivery services management.
  - The Training website must be reviewed and approved by the DOH prior to going live. It is anticipated that the contractor will have a functional training website within ninety (90) days of the date the Department notifies the successful bidder of contract approval.
  - The website will allow for self-serve on-line registration, registration confirmation and certificates of completion for trainings.
  - Host all required digital trainings, including pre/posttests, if required, and any other evaluation tools.
  - Post the digital trainings for available to CANS-NY Users 24 hours a day, 7 days a week, after they are approved for posting on the training website.
- Maintain and modify digital and face-to-face curricula throughout the course of the contract.
  - It is expected that each training curricula may be required to be refined bi-annually. The Contractor shall submit revision(s) of curricula to the DOH and for approval prior to initiation.
- Develop best practice techniques for using the CANS-NY tool for service planning and care coordination for providers working with the family/caregiver and child.
- Maintain telephonic and web-based supports to help users implement and better use the CANS-NY tool.
- Train and educate other Stakeholders, as stated above, within the Children serving system
  - The Contractor shall deliver annual, face-to-face stakeholder trainings equivalent to twenty (20) half-days, or ten (10) full days throughout the term of the contract.
- Based on data analysis, provide consultation and targeted technical assistance to support increased proficiency of the assessment tool by CANS-NY users. The Contractor shall create a process and plan to incorporate potential changes to the CANS-NY tool into training and technical assistance.
  - The Contractor shall communicate these potential changes through a series of technical assistance trainings. The Institute will devote the equivalent of twenty (20) half-days, or ten (10) full days, of training and/or targeted technical assistance, in the form of face-to-face or webinar based forums, to be provided to State staff, CANS-NY Users, stakeholders, and other community partners.

**3.2.1.2. Program Deliverable 2: Create and maintain an organized network of trained CANS-NY Coaches to carry out the work of the CANS-NY Institute**

Contractor will create and maintain a statewide pool of CANS-NY Coaches to provide training, technical assistance, skill enhancement, and integration of the CANS-NY into care management practice/process. In this deliverable, the Contractor must:

- Create and administer on-going needs assessments to determine statewide and/or regional training, technical assistance, and education needs for CANS-NY users. See 3.4 required reporting for more information on this report;
- Employ qualified individuals to carry out, technical assistance, and ongoing support statewide to certified CANS-NY users;
- Have technological infrastructure to conduct on-line education and technical assistance; And
- Have technological infrastructure to provide technical assistance and on-line feedback within forty-eight (48) hours;
- Deliver best practice techniques for using the CANS-NY for service planning and care coordination for providers working with the family/caregiver and child;
- Contractor will ensure those trained as a CANS-NY Coach are able to reliably and appropriately provide training, technical assistance and ongoing support to certified CANS-NY users and CANS-NY Super-Users;
- Contractor will ensure those trained as a CANS-NY Coach will be able to provide feedback to assist in the continued effort to improve NYS policy and goals associated with the CANS-NY tool [i.e. – reliability and validity in the use of CANS-NY, accurate and appropriate care plan development, and Medicaid Redesign efforts];
- Contractor, will support, via CANS-NY Coaches, CANS-NY Users with technical assistance and CANS-NY education; and
- Contractor will collaborate with the CANS-NY Data Collection and Analysis contractor (Part B);

- Provide an evaluation of training methods and report of trained individuals based on the identified deliverables above. See 3.4 required reporting for more information on this report;

**3.2.1.3. Program Deliverable 3: Provide forums and venues for CANS-NY users to provide information and feedback on the CANS-NY tool**

The Contractor will gather feedback from those trained in the CANS-NY and as CANS-NY Super-Users, to use to enhance the CANS-NY Technical Assistance Institute process, illustrate how questions and answers will be managed, and how the Institute will work in collaboration with NYS Agencies. Additionally, will be critical for the Contractor to notify NYS regarding specific and consistent feedback about the CANS-NY Technical Assistance Institute.

As part of this deliverable the Contractor will:

- Employ various methods and modes of communication to ensure adequate statewide exchange occurs with the Children’s Medicaid Managed Care Design community;
- Develop a process to create and maintain a statewide list of those certified as CANS-NY Coaches;
  - The Contractor shall provide an updated listing of the CANS-NY Certified Coaches in the form of a quarterly report. This should clearly identify any changes to this listing each quarter; and
  - List should have the Coach Name, date of CANS-NY Certification, contact information, and affiliation with child serving agency/provider.
- Develop a communication plan on how to remain in contact with and monitor overall efforts of the CANS-NY Coaches network as well as fulfill the needs of all New York State regions;
- Carry out Statewide learning collaborative or learning communities where CANS-NY Users can interact and provide feedback as well as exchange educational information about the use of the CANS-NY tool;
  - It is anticipated that these learning collaboratives will consist of interactions with the providers to share experience within their region, about the utilization of CANS-NY. These interactions may be digital or face-to-face, based on the needs of the Department.
- Develop and implement a work plan to gather feedback and develop best practices.
  - The Contractor shall communicate the work plan outcomes through an evaluation report. See 3.4 required reporting for more information on this report.

**3.2.2.Part B: Data Collection and Analysis: Deliverable 4**

Contractor will embrace the State’s vision of a comprehensive CANS-NY technical assistance institute and must meet all program deliverables identified in this section as well as maintaining the staffing to perform the tasks described in the scope of work’s deliverables. A Data Exchange Application and Agreement (DEAA) may be required between an awardee and the State.

**3.2.2.1. Program Deliverable 4: Establish an analytic process to monitor quality, create reports, and provide revision recommendations for the CANS-NY tool**

The Contractor will work with CANS-NY data from the Uniform Assessment System (UAS)/ Medicaid Analytics Performance Portal (MAPP) system in order to inform the State Agencies and Dr. John Lyons of ongoing refinements needed to the CANS-NY and the associated algorithms. Contractor will establish a range of analytical processes including but not limited to:

- Data analysis to inform best practice ideas, assist with targeted assistance, and provide context for Statewide forums about common usage of the CANS-NY;
- Providing de-identified data outcome and quality improvement reports, demonstrating the child’s compliance and progress in treatment goals, placement outcomes/stability, appropriateness/cost of treatment etc.;
- Analyzing related data and support program evaluation that will be made available to the vendor via an agreement with the NYSDOH;
- Providing data analysis to assist with targeted technical assistance;

- Have the technological infrastructure to provide data to assist with providing technical assistance within forty-eight (48) hours;
  - This data will be used to guide the contractor to confirm what technical assistance will be required to be provided.
- Identifying and addressing threats to validity and reliability;
- Reviewing the CANS-NY assessment tool at least annually, in collaboration with at least the Praed Foundation and NYS Agencies, to recommend and implement any needed changes to address emerging needs;
- Providing consultation and data to support use of rating information to inform policy and monitor progress;
- Collaborate with the CANS-NY Technical Assistance contractor (Part A); and
- Provide a monthly report to DOH to include data to assist with providing technical assistance and a review of the CANS-NY assessment tool.

### **3.3. Staffing Requirements**

The Staffing Requirements outlined below apply to both Part A and Part B of this RFP.

#### **3.3.1. Organizational Staffing Capacity**

The Contractor(s) must maintain a sufficient number of culturally competent staff who have experience in healthcare, Medicaid, training assistance, and outcome monitoring/reliability and has demonstrated consistent high-quality training program(s).

The Contractor(s) should employ staff with sufficient knowledge base about New York State Healthcare initiatives such as the Medicaid Redesign Team, Health Homes, Behavioral Health Managed Care Transition, and New York State's Children's Medicaid Managed Care Design.

The Contractor(s) must maintain a sufficient number of staff to fulfill the tasks of the project, including but not limited to: in-person and online training; refresher training; database and data outcome management; assessment and evaluation; travel and meeting coordination; on-going quality assurance; and, outcome and quality monitoring.

The Department reserves the right to approve or deny any of the Contractor's proposed staff members for this project.

#### **3.3.2. Subcontracting**

The Contractor(s) may subcontract part of the scope of work. All Subcontractors must meet the same minimum eligibility requirements as the prime contractors for that part of the scope of work. All subcontracting is subject to the approval of the Department of Health prior to engaging the subcontractor.

### **3.4. Reporting Requirement**

Reporting requirements are the same for Part A and Part B of this contract unless otherwise specified.

#### **3.4.1. The Contractor shall submit monthly progress reports before the submission of their monthly vouchers.**

##### **3.4.1.1. Progress reports shall consist of:**

- Activity conducted in the voucher month;
- A summary and highlight of significant progress areas;
- A summary of accomplishments in each activity area where work was performed;
- All counts of meetings attended by program;
- A breakdown of hours by Title for each program deliverable;
- A breakdown of work done by subcontractors; and
- A summary of any updates or changes.

**3.4.2. Other reports required for Part A:**

**3.4.2.1. Deliverable 2 Required Reports:**

- Workforce needs and competency evaluation or re-evaluation report for CANS-NY users;
  - This shall be submitted on a bi-annual basis for the duration of the contract term.
  - At a minimum, report will include:
    - Number of CANS-NY Users that have been trained per half-year;
    - Number of CANS-NY Users certified per half-year;
    - Summary of needs assessments carried out by the institute; and
    - Evaluation of how the institute strategically used the CANS-NY coaches to enhance training and technical assistance efforts.
- Evaluation of training methods and report of trained individuals
  - This shall be submitted on an annual basis for the duration of the contract term.
  - Evaluation will consist of the minimum:
    - Count of answered phone calls and e-mails stratified by region using boundaries based on the NYS Regional Economic Development Council and Empire State Development;
    - Organized report outline of major question topics and/or areas of concern and requests for assistance;
    - Count of trainings in each NYS region; and
    - Self-report on success of methods used with recommendations on changes for the next year.
  - State reserves the right to add or subtract details to this report as the contract years progress based on changes to the CANS-NY and evolution of the Children's Medicaid Managed Care Design.

**3.4.2.2. Deliverable 3 Required Reports:**

- Statewide listing of CANS-NY certified coaches;
  - This shall be submitted on a quarterly basis for the duration of the contract term.
- Evaluation report on the development and implementation methods/plan to gather feedback, and develop best practices;
  - This shall be submitted annually for the first year of the contract term, and bi-annually for years 2-5 of the contract; and
  - Report should detail best practice techniques for using the CANS-NY and how these may increase functionality and/or support reliability and fidelity of the CANS-NY in the future.
    - Communication plan on how to remain in contact with and monitor overall efforts of the CANS-NY Coaches network.
  - This shall be submitted on an annual basis for the duration of the contract term.

**3.4.3. Other reports required for Part B:**

**3.4.3.1. Deliverable 4 Required Reports:**

- Best practice ideas report;
  - This shall be submitted on a monthly basis for the full duration of the contract term.
- Report of de-identified data outcome and quality improvement reports for CANS-NY users:
  - This shall be submitted on annually for the first year of the contract term, and bi-annually for years 2-5 of the contract.

**3.5. Project Plan**

Within ninety (90) business days following the notification to the Contractor(s) of contract approval from the Office of the State Comptroller by the Department of Health, the selected Contractor(s) for Part A and Part B will be required to meet with the Department of Health's and other New York State agencies to review and approve the proposed project plan.

## **4. BIDDERS QUALIFICATIONS TO PROPOSE**

### **4.1. Minimum Qualifications**

For the purposes of this RFP, a prime contractor is defined as one who has the contract with the owner of a project or job and has full responsibility for its completion. A prime contractor undertakes to perform a complete contract and may employ (and manage) one or more subcontractors to carry out specific parts of the contract. Failure to meet these Minimum Qualifications will result in a proposal being found non-responsive and eliminated from consideration.

Bidders may not use subcontracting relationships to meet any of the above stated eligibility criteria; however, the successful Bidder may enter into relationships with subcontractors to carry out the work described in this RFP.

**PLEASE NOTE: Minimum requirements for Part A are different than those for Part B.**

#### **4.1.1. Part A: Minimum Eligibility Requirements**

A Bidder must meet the following minimum requirements in order to be considered eligible to submit a proposal for Part A:

- At least three (3) years' experience with in-person regional and/or statewide implementation of a training program;
- At least three (3) years' experience with online regional and/or statewide implementation of a training program;
- At least three (3) years' experience with outcome monitoring, reporting, and quality assurance of a training module used on a regional and/or statewide scale; and
- Have experience working with children or have experience delivering children specific services.

Bidders may not use subcontracting relationships to meet any of the above stated eligibility criteria.

#### **4.1.2. Part B: Minimum Eligibility Requirements**

A Bidder must meet the following minimum requirements in order to be considered eligible to submit a proposal for Part B:

- At least three (3) years of experience evaluating and providing data outcomes associated with a statewide implementation of a training program;
- At least three (3) years of experience with outcome monitoring, reporting, and quality assurance of a training module used on a regional and/or statewide scale; and
- At least three (3) years of experience, providing consultation and data to support use of a training program.

Bidders may not use subcontracting relationships to meet any of the above stated eligibility criteria.

## **5. ADMINISTRATIVE INFORMATION**

The following administrative information will apply to this RFP. Failure to comply fully with this information may result in disqualification of your proposal.

### **5.1. Restricted Period**

"Restricted period" means the period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Proposals ("RFP"), Invitation for Bids ("IFB"), or solicitation of proposals, or any other method for soliciting a response from Bidders intending to result in a procurement contract with DOH and ending with the final contract award and approval by DOH and, where applicable, final contract approval by the Office of the State Comptroller.

This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section may be grounds for a determination that the Bidder is non-responsive and

therefore ineligible for this contract award. Two violations within four years of the rules against impermissible contacts during the “restricted period” may result in the violator being debarred from participating in DOH procurements for a period of four years.

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies a designated contact on face page of this RFP to whom all communications attempting to influence this procurement must be made.

## **5.2. Questions**

There will be an opportunity available for submission of written questions and requests for clarification with regard to this RFP. All questions and requests for clarification of this RFP should cite the particular RFP Section and paragraph number where applicable and must be submitted via email to [OHIPContracts@health.ny.gov](mailto:OHIPContracts@health.ny.gov). Bidders should include the subject line: **Child and Adolescent Needs and Strengths-New York (CANS-NY) Technical Assistance Institute RFP# 16425** in their email. It is the Bidder's responsibility to ensure that email containing written questions and/or requests for clarification is received at the above address no later than the Deadline for Submission of Written Questions as specified in [Section 1.0](#) (Calendar of Events). Questions received after the deadline may **not** be answered.

## **5.3. Right to Modify RFP**

DOH reserves the right to modify any part of this RFP, including but not limited to, the date and time by which proposals must be submitted and received by DOH, at any time prior to the Deadline for Submission of Proposals listed in [Section 1.0](#) (Calendar of Events). Modifications to this RFP shall be made by issuance of amendments and/or addenda.

Prior to the Deadline for Submission of Proposals, any such clarifications or modifications as deemed necessary by DOH will be posted to the DOH website.

If the Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify DOH of such error in writing at [doh.sm.OHIPContracts@health.ny.gov](mailto:doh.sm.OHIPContracts@health.ny.gov) and request clarification or modification of the document.

If, prior to the Deadline for Submission of Proposals, a Bidder fails to notify DOH of a known error or an error that reasonably should have been known, the Bidder shall assume the risk of proposing. If awarded the contract, the Bidder shall not be entitled to additional compensation by reason of the error or its correction.

## **5.4. Payment**

The contractor shall submit invoices and/or vouchers to the State's designated payment office:

Preferred Method: Email a .pdf copy of your signed voucher to the BSC at: [AccountsPayable@ogs.ny.gov](mailto:AccountsPayable@ogs.ny.gov) with a subject field as follows:

Subject: Unit ID 3450437

Alternate Method: Mail vouchers to BSC at the following U.S. postal address:

**NYS Department of Health  
Unit ID 3450437  
c/o NYS OGS BSC Accounts Payable  
Building 5, 5th Floor  
1220 Washington Ave  
Albany, NY 12226-1900**

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website

at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us) or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9 must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

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

Payment of such invoices and/or vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be based upon the: prices proposed in the bidder's cost proposal (Attachment C-A and Attachment C-B). Invoices should be submitted monthly with documentation to sufficiently substantiate the billing invoices.

To receive payment, the Contractor(s) must include the following applicable items with their monthly invoices:

- Identification of each deliverable completed within the service dates of the invoice;
- Appropriate supporting documentation for each deliverable completed;
- Identification of the number of days the Contractor has provided ongoing end-user support within the service dates of the invoice;
- The Monthly Bill Rate for Maintenance of technological infrastructure to conduct on-line education and technical assistance; and
- Identification of any submitted report to the Department, within the service dates of the invoice.

Payment shall be made based on the two (2) separate resulting contracts of both Part A and Part B of this RFP and upon the approval of each monthly invoice by the Department.

#### **5.5. Minority & Woman-Owned Business Enterprise Requirements**

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health ("DOH") recognizes its obligation to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of DOH contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOH establish goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, DOH hereby establishes an overall goal of **30%** for MWBE participation, **15%** for Minority-Owned Business Enterprises (“MBE”) participation and **15%** for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms). A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that DOH may withhold payment pending receipt of the required MWBE documentation. For guidance on how DOH will determine “good faith efforts,” refer to 5 NYCRR §142.8.

The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com>. The directory is found in the upper right hand side of the webpage under “Search for Certified Firms” and accessed by clicking on the link entitled “MWBE Directory”. Engaging with firms found in the directory with like product(s) and/or service(s) is strongly encouraged and all communication efforts and responses should be well documented.

By submitting a bid, a Bidder agrees to complete an MWBE Utilization Plan (Attachment F, Form #1) of this RFP. DOH will review the submitted MWBE Utilization Plan. If the plan is not accepted, DOH may issue a notice of deficiency. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt. DOH may disqualify a Bidder as being non-responsive under the following circumstances:

- a) If a Bidder fails to submit a MWBE Utilization Plan;
- b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- c) If a Bidder fails to submit a request for waiver (if applicable); or
- d) If DOH determines that the Bidder has failed to document good-faith efforts;

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

The Contractor will be required to submit a Contractor’s Quarterly M/WBE Contractor Compliance & Payment Report to the DOH, by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

If the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding will constitute a breach of Contract and DOH may withhold payment from the Contractor as liquidated damages.

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

New York State certified Minority- and Women-Owned Businesses (M/WBE) may request that their firm’s contact information be included on a list of M/WBE firms interested in serving as a subcontractor for this procurement. The listing will be publicly posted on the Department’s website for reference by the bidding community. A firm requesting inclusion on this list should send contact information and a copy of its NYS M/WBE certification to [doh.sm.OHIPContracts@health.ny.gov](mailto:doh.sm.OHIPContracts@health.ny.gov) before the Deadline for Questions as specified in [Section 1.0](#) (Calendar of Events). Nothing prohibits an M/WBE Vendor from proposing as a prime contractor.

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

#### **5.6. Equal Employment Opportunity (EEO) Reporting**

By submission of a bid in response to this solicitation, the Bidder agrees with all of the terms and conditions of Attachment E Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. Additionally, the successful Bidder will be required to certify they have an acceptable EEO (Equal Employment Opportunity) policy statement in accordance with Section III of Appendix M in Attachment E.

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

The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

To ensure compliance with this Section, the Bidder should submit with the bid or proposal an Equal Employment Opportunity Staffing Plan (Attachment F, Form #4) identifying the anticipated work force to be utilized on the Contract. Additionally, the Bidder should submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement (Attachment F, Form # 5), to DOH with their bid or proposal.

#### **5.7. Sales and Compensating Use Tax Certification (Tax Law, § 5-a)**

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

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

The successful Bidder must file a properly completed Form ST-220-CA with the Department of Health and Form ST-220-TD with the DTF. These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link: <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

Forms are available through these links:

- ST-220 CA: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)
- ST-220 TD: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)

#### **5.8. Workers' Compensation and Disability Benefits Certifications**

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that DOH shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with DOH, successful Bidders will be required to verify for DOH, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518) 486-6307. Failure to provide verification of either of these types of insurance coverage by the time contracts are ready

to be executed will be grounds for disqualification of an otherwise successful Proposal. The successful Bidder must submit the following documentation before a contract may take effect.

ONE of the following forms as Workers' Compensation documentation:

A. Proof of Workers' Compensation Coverage:

1. **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carrier (or Form U-26.3 issued by the State Insurance Fund); or
2. **Form SI-12** – Certificate of Workers' Compensation Self-Insurance (or Form GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance); or
3. **Form CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

ONE of the following forms as Disability documentation:

B. Proof of Disability Benefits Coverage:

1. **Form DB-120.1** – Certificate of Disability Benefits Insurance; or
2. **Form DB-155** – Certificate of Disability Benefits Self-Insurance; or
3. **Form CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Further information is available at the Workers' Compensation Board's website, which can be accessed through this link: <http://www.wcb.ny.gov>.

## 5.9. Subcontracting

Bidder's may propose use of a subcontractor. The Contractor shall obtain prior written approval from NYSDOH before entering into an agreement for services to be provided by a subcontractor. The Contractor is solely responsible for assuring that the requirements of the RFP are met. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of the prime contract, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the agreement between the DOH and the Contractor. DOH reserves the right to request removal of any Bidder staff or subcontractor's staff if, in DOH's discretion, such staff is not performing in accordance with the Agreement. Subcontractors whose contracts are valued at or above \$100,000 will be required to submit the Vendor Responsibility Questionnaire upon selection of the prime contractor.

## 5.10. DOH's Reserved Rights

The Department of Health reserves the right to:

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the agency's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
5. Seek clarifications and revisions of either technical proposals and/or cost proposals;
6. Use proposal information obtained through site visits, management interviews and the state's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
7. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct Bidders to submit proposal modifications addressing subsequent RFP amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful Bidder within the scope of the RFP in the best interests of the state;

13. Conduct contract negotiations with the next responsible Bidder, should the Department be unsuccessful in negotiating with the selected Bidder;
14. Utilize any and all ideas submitted in the proposals received;
15. Every offer shall be firm and not revocable for a period of three hundred and sixty-five days from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such three hundred and sixty- five days, any offer is subject to withdrawal communicated in a writing signed by the offerer; and,
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

#### **5.11. Freedom of Information Law ("FOIL")**

All proposals may be disclosed or used by DOH to the extent permitted by law. DOH may disclose a proposal to any person for the purpose of assisting in evaluating the proposal or for any other lawful purpose. All proposals will become State agency records, which will be available to the public in accordance with the Freedom of Information Law. **Any portion of the proposal that a Bidder believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the proposal as directed in [Section 6.1 \(D\)](#) of the RFP.** If DOH agrees with the proprietary claim, the designated portion of the proposal will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

#### **5.12. Lobbying**

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, made significant changes as it pertains to development of procurement contracts with governmental entities. The changes included:

- a) made the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b) required the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c) required governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d) authorized the New York State Commission on Public Integrity, (now New York State Joint Commission on Public Ethics), to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- e) directed the Office of General Services to disclose and maintain a list of non-responsible Bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f) required the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment; (Bidders responding to this RFP should submit a completed and signed [Attachment G](#), "Prior Non-Responsibility Determination".)
- g) increased the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
- h) established the Advisory Council on Procurement Lobbying.

Subsequently, Chapter 14 of the Laws of 2007 amended the Lobbying Act of the Legislative Law, particularly as it related to specific aspects of procurements as follows: (i) prohibiting lobbyists from entering into retainer

agreements on the outcome of government grant making or other agreement involving public funding; and (ii) reporting lobbying efforts for grants, loans and other disbursements of public funds over \$15,000.

The most notable, however, was the increased penalties provided under Section 20 of Chapter 14 of the Laws of 2007, which replaced old penalty provisions and the addition of a suspension option for lobbyists engaged in repeated violations. Further amendments to the Lobbying Act were made in Chapter 4 of the Laws of 2010.

Questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Joint Commission on Public Ethics.

### **5.13. State Finance Law Consultant Disclosure Provisions**

In accordance with 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.

The successful Bidder for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term" in order to be eligible for a contract.

The successful winning Bidder must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" for each state fiscal year included in the resulting contract. This report must be submitted annually to the Department of Health, the Office of the State Comptroller, and Department of Civil Service.

State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report may be accessed electronically at: <http://www.osc.state.ny.gov/procurement>.

### **5.14. Debriefing**

Once an award has been made, Bidders may request a debriefing of their proposal. Requests must be received no later than fifteen (15) business days from date of award or non-award announcement. Bidders may request a debriefing of their proposal by sending an email to [OHIPContract@health.ny.gov](mailto:OHIPContract@health.ny.gov) with the subject line of "Debriefing request: Child and Adolescent Needs and Strengths-New York (CANS-NY) Technical Assistance Institute RFP #16425 ". Please note the debriefing will:

- be limited only to the strengths and weaknesses of the Bidder's proposal;
- not include any discussion of other proposals; And
- be conducted telephonically.

### **5.15. Protest Procedures**

In the event unsuccessful Bidders wish to protest the award resulting from this RFP, Bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO). Available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

### **5.16. Iran Divestment Act**

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website (currently found at this address: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>) and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should DOH receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DOH will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the

investment activity which is in violation of the Act within 90 days after the determination of such violation, then DOH shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default. DOH reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**5.17. Piggybacking**

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.ny.gov/purchase/snt/sflxi.asp>) allows the Commissioner of the NYS Office of General Services to consent to the use of this contract by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor's consent.

**5.18. Encouraging Use of New York Businesses in Contract Performance**

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. All Bidders should complete Attachment H, Encouraging Use of New York Businesses in Contract Performance, to indicate their intent to use/not use New York Businesses in the performance of this contract.

**6. PROPOSAL CONTENT**

The following includes the requested format and information to be provided by each Bidder. Bidders responding to this RFP must satisfy all requirements stated in this RFP. All Bidders are requested to submit a complete Administrative, Technical, and Cost proposals. A proposal that is incomplete in any material respect may be rejected.

To expedite review of the proposals, Bidders are requested to submit proposals in separate Administrative, Technical, and Cost packages inclusive of all materials as summarized in Attachment B, Proposal Documents. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and Bidders are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Evaluations of the Administrative, Technical, and Cost Proposals received in response to this RFP will be conducted separately. Bidders are therefore cautioned not to include any Cost Proposal information in the Technical Proposal documents.

This RFP contains two separate bidding Parts. Bidders may bid for one or both Parts of this RFP. Bidders should submit the Administrative, Technical and Cost proposals separately for each Part. If the bidder is applying for both Part A and B of the RFP, Part A's Administrative, Technical and Cost proposal, should be submitted in a separate bid package than Part B's Administrative, Technical and Cost proposal. In addition, Administrative, Technical and Cost proposals for the Part you are bidding, should be submitted separately within the bid package.

For example:

Organization 1 applies for Part A and should submit one package with the Administrative proposal, one package with the Technical proposal and one package with the Cost proposal. No financial information should be in the technical proposal(s).

Organization 2 chooses to apply for Part A and Part B, they should submit one bid package for Part A with separate Administrative, Technical and Cost proposal packages and a separate bid package for Part B with an its own separate Administrative, Technical and Cost proposal packages.

In this example, Organization 1 will be sending three (3) separate packages and Organization 2 will be sending six (6) separate packages to New York State. More Submissions rules are below.

**Note: The instructions for the proposal submission of Part A are different than those instructions for proposal submission of Part B.**

**DOH will not be responsible for expenses incurred in preparing and submitting the Administrative, Technical, or Cost Proposals. Such costs should not be included in the Proposal.**

### **6.1. Administrative Proposal**

The Administrative Proposal should contain all information listed below. A proposal that is incomplete in any material respect may be eliminated from consideration. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP may be subject to verification for accuracy. Please provide the forms in the same order in which they are requested.

Bidders can choose to apply for one or both Parts of this RFP, however, a Bidder must submit a separate Administrative Proposal for each Part of the RFP they are applying for.

- A. **M/WBE Forms**  
Submit a completed Form #1 and/or Form #2, Form #4 and Form #5 as directed in [Attachment F](#), “Guide to New York State DOH M/WBE RFP Required Forms.”
- B. **Bidder’s Disclosure of Prior Non-Responsibility Determinations**  
Submit a completed and signed [Attachment G](#), “Prior Non-Responsibility Determination”.
- C. **Vendor Responsibility Questionnaire**  
Complete, certify, and file a **New York State Vendor Responsibility Questionnaire**. DOH recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions at [www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

**Vendors must provide their New York State Vendor Identification Number when enrolling.**

To request assignment of a Vendor ID or for VendRep System assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep), or may contact the Office of the State Comptroller’s Help Desk for a copy of the paper form.

Bidder’s should complete and submit the Vendor Responsibility Attestation [Attachment J](#). If a Bidder is proposing the use of a Subcontractor(s) whose contracts is valued at or above \$100,000 will be required to submit the Vendor Responsibility Questionnaire upon selection of the prime contractor.

- D. **Freedom of Information Law – Proposal Redactions**  
Bidders must clearly and specifically identify any portion of the proposal that a Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See [Section 4.10](#), (Freedom of Information Law).
- E. **Bidder’s Certified Statements**  
Submit [Attachment A](#), **Bidder’s Certified Statements**, which includes information regarding the Bidder. Attachment A must be signed by an individual authorized to bind the Bidder contractually. Please indicate the title or position that the signer holds with the Bidder. DOH reserves the right to reject a proposal that contains an incomplete or unsigned Attachment A or no Attachment A.
- F. **Encouraging Use of New York Businesses in Contract Performance**

Submit [Attachment H](#), Encouraging Use of New York State Businesses in Contract Performance to indicate which New York Businesses you will use in the performance of the contract.

## 6.2. Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Bidder to perform the services contained in this RFP. The Technical Proposal should demonstrate the qualifications of the Bidder and of the staff to be assigned to provide services related to the services included in this RFP.

A Technical Proposal that is incomplete in any material respect may be eliminated from consideration. The following outlines the information to be provided, in the following order, by Bidders. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP will be subject to verification for accuracy.

While additional data may be presented, the following should be included. Please provide the information in the same order in which it is requested. Your proposal must contain sufficient information to assure DOH of its accuracy. Failure to follow these instructions may result in disqualification.

Bidders can choose to apply for one or both Parts of this RFP, however, a Bidder must submit a separate Technical Proposal for each Part of the RFP they are applying for.

If only bidding on one part of the RFP, Bidders should include a plan to develop a partnership, with the contractor selected for the other Part. In addition, Bidders are encouraged to identify a partner to apply together or jointly submit both parts of the RFP that complement each other. Both applications should cite an intent to work together.

Cost information must not be included in the Technical Proposal documents.

- A. Title Page  
Submit a Title Page providing the RFP subject and number; the Bidder's name and address, the name, address, telephone number, and email address of the Bidder's contact person; and the date of the Proposal.
- B. Table of Contents  
The Table of Contents should clearly identify all material (by section and page number) included in the proposal.
- C. Documentation of Bidder's Eligibility Responsive to Section 4.0 of RFP:  
The Bidder must provide any supporting documentation or description necessary to prove that they meet all of the Minimum Qualifications required in this RFP.

**For Part A Minimum Eligibility Requirements** – A Bidder must meet the following minimum requirements in order to be considered eligible to submit a proposal for Part A:

- At least three (3) years' experience with in-person regional and/or statewide implementation of a training program;
- At least three (3) years' experience with online regional and/or statewide implementation of a training program;
- At least three (3) years' experience with outcome monitoring, reporting, and quality assurance of a training module used on a regional and/or statewide scale; And
- Have experience working with children or have experience delivering children specific services.

**For Part B Minimum Eligibility Requirements** – A Bidder must meet the following minimum requirements in order to be considered eligible to submit a proposal for Part B:

- At least three (3) years of experience evaluating and providing data outcomes associated with a statewide implementation of a training program;

- At least three (3) years of experience with outcome monitoring, reporting, and quality assurance of a training module used on a regional and/or statewide scale; and
- At least three (3) years of experience, providing consultation and data to support use of a training program.

Bidders may not use subcontracting relationships to meet any of the above stated eligibility criteria.

D. Technical Narrative

If only bidding on one part of the RFP, Bidders should include a plan to develop a partnership, with the selected contractor for the other Part. In addition, Bidders are encouraged to identify a partner to apply together or jointly submit both parts of the RFP that complement each other. Both applications should cite an intent to work together.

**FOR PART A:**

Bidder will create a Technical proposal for Deliverables 1, 2, and 3 of Section 3 Scope of Work. The Technical proposal for Part A should address how they intend to carry out the major tasks listed or for each deliverable, including a project plan with specific time frames for each deliverable to and how a Bidder will successfully collaborate and partner with an entity who is awarded for Part B.

The technical proposal should include the following information and meet any tasks outlined in Section 3, in the order prescribed below.

**1. Executive Summary**

The Executive Summary should be concise and highlight the contents of the Bidder's Technical proposal in such a way as to provide the State with a broad understanding of the entire Technical proposal. In addition, the Executive Summary should summarize the Bidder's understanding of the various components of this RFP.

The Executive Summary should include a clear and concise summary of the proposed approach to the Deliverables detailed in the Scope of Work, Staffing requirements and a description of the Bidder's experience in supervising, managing, and collaborating with subcontractor on similar projects. The Executive Summary should not include confidential information, as NYS may use the summaries for public purposes after awards are announced.

**2. Organizational Capacity, Experience, and Qualification**

Organizational experience should include details relative to the subject of this RFP. The Bidder should describe their capability to perform all of the components outlined in this RFP including but not limited to descriptions of past and present work related to the creation, development, and on-going support of the CANS-NY Tool as well as the following:

- Provide a brief history of the organization and describe how its mission supports the implementation of the State's vision for a Comprehensive Technical Assistance Institute;
- Describe, including timeframes, their past experience conducting similar projects;
- Describe their understanding of New York State's Children's Medicaid Managed Care Design and Health Homes that serve children;
- Describe their ability to work with the existing systems as it relates to carrying out the requirements set forth in this RFP; and
- Describe any experience your organization has with the CANS-NY Tool and who have a sufficient knowledge base about New York State Healthcare initiatives such as the Medicaid Redesign Team, Health Homes, Behavioral Health Managed Care Transition, and New York State's Children's Medicaid Managed Care Design.

### 3. Proposed Approach

Bidder should articulate a plan that will ensure and convince the State it has the ability to carry out the major tasks listed for each deliverable. Bidder should include a plan with specific time frames for each deliverable to build capacity to meet the State's needs. Bidder should also submit a timetable which clearly states when they will begin providing technical assistance. The State encourages Bidders to provide estimates of activities within each deliverable.

1. In addition, for Deliverable 1, the Bidder should:
  - A. Describe how they will create a Statewide CANs-NY Technical Assistance institute to support CANS-NY providers;
  - B. Describe their experience providing end-user support with registering for trainings and navigating online webinars;
  - C. Describe their experience developing trainings and training curriculums -being delivered both digitally and face-to-face – as it relates to system usage for end-users,
  - D. Identify the on-going technical assistance methods to be utilized and their experience utilizing these methods
  - E. Describe their experience utilizing and maintaining telephonic and web-based support;
  - F. Describe their experience analysis training data to provide consultation and targeted technical assistance to end-users in an effort to increase proficiency;
  - G. Describe the organization's experience developing and distributing written materials and communicating necessary information to outside stakeholders and system end-users;
  - H. Describe their experience training and educating other on new systems; and
  - I. Propose the processes you would implement to document and incorporate system or training curriculum changes.
2. In addition, for Deliverable 2, the Bidder should:
  - A. Describe their methods for creating and administering an on-going needs assessments of end-users;
  - B. Describe their staff recruitment practices and methods for obtaining and vetting qualified individuals to be employed as CANS-NY Coaches;
  - C. Describe methods being utilized to obtain trainer and end-user training feedback and how this information will be disseminated to the State;
  - D. Describe methods utilized to ensure Coaches are available statewide and maintain certification; and
  - E. Articulate your plan to coordinate and collaborate with the CANS-NY Data Collection and Analysis contractor (Part B) to ensure that major tasks of this contract are carried out.
3. In addition, for Deliverable 3, the Bidder should:
  - A. Describe their experience employing various methods and modes of communication to ensure adequate statewide information exchange occurs;
  - B. Describe their experience developing and maintaining statewide trainer lists that will easily identify those certified as CANS-NY Coaches;
  - C. Propose and provide a communication plan detailing how you intend to remain in contact with and monitor overall efforts of the Coaches; and
  - D. Carry out Statewide learning collaborative or learning communities where CANS-NY Users can interact and provide feedback as well as exchange educational information about the use of the CANS-NY tool.

#### **4. Staffing Plan**

Bidder should describe their proposed staffing structure, how it will adequately meet program Deliverables 1, 2, and 3 and outline how internal management of the project will be conducted. In addition the Bidder should:

- A. Describe their staffing plan, including number and type of staff that will be dedicated to this project. The staffing plan should also include recruitment plan for ensuring ideal staffing level and how the Bidder will retain staff and avoid turnover;
- B. Attach an organizational chart that shows how this contract will fit into the organization's management structure; and
- C. Provide a job description for each position, detailing minimum staff qualifications for each position contributing to the project.

#### **FOR PART B:**

Bidder will create a Technical proposal for Deliverable 4 of Section 3 Scope of Work. The Technical proposal for Part B should address how they intend to carry out the major tasks listed or for this deliverable, including a project plan with specific time frames for each deliverable to and how a Bidder will successfully collaborate and partner with an entity who is awarded for Part A.

The technical proposal should include the following information and meet any tasks outlined in Section 3.2 Part B, in the order prescribed below.

#### **1. Executive Summary**

The Executive Summary should be concise and highlight the contents of the Bidder's Technical Proposal in such a way as to provide the State with a broad understanding of the entire Technical Proposal. In addition, the Executive Summary should summarize the Bidder's understanding of the various components of this RFP.

The Executive Summary should include a clear and condensed summary of the proposed approach to the Deliverable detailed in the Scope of Work and Staffing requirements, as well as the Bidder's past experience in the conduction of relevant projects. In particular, if the proposal involves the use of a subcontractor, and a description of the Bidder's experience in supervising, managing, and collaborating with subcontractor on similar projects. The Executive Summary should not include confidential information.

#### **2. Organizational Capacity, Experience, and Qualifications**

Organizational experience should contain details relative to the subject of this RFP. The Bidder should describe capability to perform all of the components outlined in this RFP including but not limited to descriptions of past and present work related to the creation, development, and on-going support analytical processes as well as the following:

- A. Provide a brief history of the organization and describe how its mission can support the State's need for ongoing refinement of the CANS-NY Tool and associated algorithms;
- B. Describe the organization's experience communicating analytical information in a non-technical term to stakeholders;
- C. Describe the organization's experience working with multiple data sets
- D. Describe how the Bidder will work with the existing systems to carry out the requirements set forth by this RFP; and
- E. Describe the organization's capacity and experience conducting research and coordinating evaluations and on-going quality assurance.

#### **3. Staffing Plan**

Bidder should describe their proposed staffing structure and how it will adequately meet program Deliverable 4 and outline how internal management of the project will be conducted. In addition the Bidder should:

- A. Describe their staffing plan, including the number and type of staff that will be dedicated to this project. The staffing plan should also include recruitment plan for ensuring ideal staffing level and how the Bidder will retain staff and avoid turnover.
- B. Attach an organizational chart that shows how this contract will fit into the organization's management structure.
- C. Provide a job description for each position, detailing staff qualifications for the each position contributing to the project.
- D. If staff member exists, state their cultural competency.

**4. Project Approach**

Bidder should clearly describe their plan for organizing, implementing and accomplishing all contract deliverables.

In addition to the addressing each of the program deliverables, the Bidder should provide a project plan. The plan should, at minimum, provide detailed descriptions of:

- A. Methodological approach for creating an analytical process to assist with the creation of regional and/or statewide capacity for the CANS-NY Technical Assistance Institute;
- B. Measures that will be used for outcomes of interest;
- C. Data collection strategies;
- D. Anticipated challenges to the implementation of the CANS-NY Technical Assistance Institute and strategies to mitigate those challenges;
- E. Plan for reporting and disseminating results of training, certifications, and other necessary deliverables;
- F. Detailed timeline for activities; specify time frame for planning, start-up, and data collection and analysis; And
- G. An evaluation plan.

**6.3. Cost Proposal**

Submit a completed and signed [Attachment C – Cost Proposal](#). The Cost Proposal shall comply with the format and content requirements as detailed in this document and in Attachment C. Attachment C has estimated quantities for the deliverables of this RFP. The quantities contained in the Cost Proposal are just estimates, actuals may vary from year to year. Failure to comply with the format and content requirements may result in disqualification. In addition to Attachment C, bidder should submit a detailed justification for the cost each item bid.

The bid price is to cover the cost of furnishing all of the said services, including but not limited to materials, equipment, travel, profit and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.

**PART A:**

The Bidder must submit a Cost Proposal (see attachment C-A). The Cost proposal must be separate from the Technical proposal.

The Cost Proposal must include a five-year projection. The Bidder must fill out the Cost Proposal excel sheet for year one (1) and years two (2) through five (5). Bidders are encouraged to read the Bid Instruction Form prior to filling out the Cost Proposal.

The quantities in the attached excel sheet are estimates, actuals may vary.

**PART B:**

The Bidder must submit a Cost Proposal (see attachment C-B). The Cost proposal must be separate from the Technical proposal.

The Cost Proposal must include a five-year projection. The Bidder must fill out the Cost Proposal excel sheet for year one (1) and years two (2) through five (5). Bidders are encouraged to read the Bid Instruction Form prior to filling out the Cost Proposal.

The quantities in the attached excel sheet are estimates, actuals may vary.

## 7. PROPOSAL SUBMISSION

A proposal consists of three distinct parts: (1) the Administrative Proposal, (2) the Technical Proposal, and (3) the Cost Proposal. The table below outlines the required format and volume for submission of each part.

Proposals should be submitted in all formats as prescribed below.

	<b>Electronic Submission</b>	<b>Original</b>	<b>Copies</b>
<b>Administrative Proposal</b>	2 flash drives or CDs labeled "Administrative Proposal" containing a standard searchable PDF file with copy/read permissions only.	3 Original Hard Copies	6 Hard Copies
<b>Technical Proposal</b>	2 flash drives or CDs labeled "Technical Proposal" containing a standard searchable PDF file with copy/read permissions only.	3 Original Hard Copies	6 Hard Copies
<b>Cost Proposal</b>	2 flash drives or CDs labeled "Cost Proposal" containing standard searchable PDF file(s) with copy/read permissions only.	3 Original Hard Copies	6 Hard Copies

1. All hard copy proposal materials should be printed on 8.5" x 11" white paper (two-sided) and **be clearly page numbered on the bottom of each page with appropriate header and footer information.** A type size of eleven (11) points or larger should be used. The Technical Proposal materials should be presented in three-ring binder(s) separate from the sealed Cost Proposal. The sealed Cost Proposal should also be presented in separate three-ring binder(s);
2. Where signatures are required, the proposals designated as originals should have a handwritten signature and be signed in ink.
3. The NYSDOH discourages overly lengthy proposals. Therefore, marketing brochures, user manuals or other materials, beyond that sufficient to present a complete and effective proposal, are not desired. Elaborate artwork or expensive paper is not necessary or desired. In order for the NYSDOH to evaluate proposals fairly and completely, proposals should follow the format set out below to provide all requested information. The Bidder should not repeat information in more than one section of the proposal. If information in one section of the proposal is relevant to a discussion in another section, the Bidder should make specific reference to the other section rather than repeating the information;
4. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation team; and
5. Original proposals should be marked as such. Where signatures are required, they should be handwritten. E-mail submissions will not be accepted.
6. In the event that a discrepancy is found between the electronic and hardcopy proposal, the original hardcopy will prevail.

**The complete proposal must be received by the NYSDOH, no later than the Deadline for Submission of Proposals specified in [Section 1.0](#), (Calendar of Events). Late bids will not be considered.**

Proposals should be submitted in three (3) separate, clearly labeled packages: an (1) Administrative Proposal, (2) Technical Proposal and (3) Cost Proposal, prepared in accordance with the requirements stated in this RFP. Mark the outside envelope of each proposal as "RFP# 16425 Child and Adolescent Needs and Strengths-New York (CANS-NY) Technical Assistance Institute – Part (A or B) - (Administrative), (Technical) or (Cost) Proposal submitted by (Bidder's name)". The sealed proposals may be combined into one mailing, if desired.

Proposals must be submitted, by U.S. Mail, by courier/delivery service (e.g., FedEx, UPS, etc.) or by hand as noted below, in a sealed package to:

Department of Health (RFP # 16425)  
Attention: Michael Lewandowski  
One Commerce Plaza  
Rm. 1460  
Albany, NY 12237

NOTE: You should request a receipt containing the time and date received and the signature of the receiver for all hand-deliveries and ask that this information also be written on the package(s). Submission of proposals in a manner other than as described in these instructions (e.g., fax, electronic transmission) will not be accepted.

### **7.1 No Bid Form**

Bidders choosing not to bid are requested to complete the No-Bid form [Attachment I](#).

## **8. 8.0 EVALUATION PROCESS/CRITERIA**

### **8.1. General Information**

DOH will evaluate each proposal based on the “Best Value” concept. This means that the proposal that best “optimizes quality, cost, and efficiency among responsive and responsible offerers” shall be selected for award (State Finance Law, Article 11, §163(1)(j)).

DOH at its sole discretion, will determine which proposal(s) best satisfies its requirements. DOH reserves all rights with respect to the award. All proposals deemed to be responsive to the requirements of this procurement will be evaluated and scored for technical qualities and cost. Proposals failing to meet the requirements of this document may be eliminated from consideration. The evaluation process will include separate technical and cost evaluations, and the result of each evaluation shall remain confidential until both evaluations have been completed and a selection of the winning proposal is made.

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. The Technical Proposal and compliance with other RFP requirements (other than the Cost Proposal) will be weighted **75%** of a proposal’s total score and the information contained in the Cost Proposal will be weighted **25%** of a proposal’s total score. [e.g., 75% Technical, 25% Cost]

Bidders may be requested by DOH to clarify the contents of their proposals. Other than to provide such information as may be requested by DOH, no Bidder will be allowed to alter its proposal or add information after the Deadline for Submission of Proposals listed in [Section 1.0](#) (Calendar of Events),

In the event of a tie, the determining factors for award, in descending order, will be: (1) lowest cost and (2) proposed percentage of MWBE participation.

### **8.2. Submission Review**

DOH will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in [Section 6.0](#) (Proposal Content) and [Section 7.0](#) (Proposal Submission), and include the proper documentation, including all documentation required for the Administrative Proposal, as stated in this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of DOH, may be rejected.

### **8.3. Technical Evaluation**

The evaluation process will be conducted in a comprehensive and impartial manner. A Technical Evaluation Committee may be comprised of program staff of DOH, OMH, OASAS, and OCFS that review and evaluate all proposals.

The Technical Evaluation Committee members will independently score each Technical Proposal that meets the submission requirements of this RFP. The individual Committee Member scores will be averaged to calculate the Technical Score for each responsive Bidder.

$$Z = (X/Y) * 75\%$$

X is the average raw technical score of the proposal being scored;

Y is the average raw technical score of the highest raw Technical Proposal; and

Z is the Technical score.

The technical evaluation is **75% (up to 75 points)** of the final score.

#### **8.4. Cost Evaluation**

The Cost Evaluation Committee will examine the Cost Proposal documents. The Cost Proposals will be opened and reviewed for responsiveness to cost requirements. If a cost proposal is found to be non-responsive, that proposal may not receive a cost score and may be eliminated from consideration.

Each proposal that meets the submission requirements, and meets the cost proposal requirements will receive a cost score. The Cost Proposals will be scored based on a maximum cost score of 25 points. The maximum cost score will be allocated to the proposal with the lowest all-inclusive not-to-exceed maximum price. All other responsive proposals will receive a proportionate score based on the relation of their Cost Proposal to the proposals offered at the lowest final cost, using this formula:

$$C = (A/B) * 25\%$$

A is Total price of lowest cost proposal;

B is Total price of cost proposal being scored; and

C is the Cost score.

The cost evaluation is **25% (up to 25 points)** of the final score.

#### **8.5. Composite Score**

A composite score will be calculated by the DOH by adding the Technical Proposal points and the Cost points awarded. Finalists will be determined based on preliminary composite scores.

At the discretion of the Evaluation Committee, interviews of the Bidder's proposed Key Staff may be requested at any point during the process.

#### **8.6. Best and Final Offers**

NYSDOH reserves the right to request best and final offers. In the event NYSDOH exercises this right, all bidders that submitted a proposal that are susceptible to award will be asked to provide a best and final offer. Bidders will be informed that should they choose not to submit a best and final offer, the offer submitted with their proposal will be construed as their best and final offer.

#### **8.7. Award Recommendation**

The Technical Evaluation Committee will submit a recommendation for award to the Finalist(s) with the highest composite score(s) whose experience and qualifications have been verified.

The Department will notify the awarded Bidder(s) and Bidders not awarded. The awarded Bidder(s) will enter into a written Agreement substantially in accordance with the terms of Attachment E, DOH Agreement, to provide the required services as specified in this RFP. The resultant contract shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller.

## 9. ATTACHMENTS

- A Bidder's Certified Statements
- B Proposal Document Checklist
- C Cost Proposal
- E DOH Agreement
- F Guide to New York State DOH M/WBE Required Forms & Forms
- G Bidder's Disclosure of Prior Non-Responsibility Determination
- H Encouraging Use of New York Businesses in Contract Performance
- I No-Bid Form
- J Vendor Responsibility Attestation
- K Definitions

**10. ATTACHMENT A  
 BIDDER'S CERTIFIED STATEMENTS  
 (To be completed and included in the Administrative Proposal documents)**

<b>RFP# 16425-Child and Adolescent Needs and Strengths-New York (CANS-NY) Technical Assistance Institute</b>
<b>1. Information with regard to the Bidder</b>
<b>A. Provide the Bidder's name, address, telephone number, and fax number.</b>
Name: <input type="text"/>
Address: <input type="text"/>
City, State, ZIP Code: <input type="text"/>
Telephone Number (including area code): <input type="text"/>
Fax Number (including area code): <input type="text"/>
<b>B. Provide the name, address, telephone number, and email address of the Bidder's Primary Contact with DOH with regard to this proposal.</b>
Name: <input type="text"/>
Address: <input type="text"/>
City, State, ZIP Code: <input type="text"/>
Telephone Number (including area code): <input type="text"/>
Email Address: <input type="text"/>
<b>2. By submitting the bid the Bidder acknowledges and agrees to all of the following:    [Please note: alteration of any language contained in this section may render your proposal non-responsive.]</b>
Bidder certifies that either there is no conflict of interest or that there are business relationships and /or ownership interests for the organization for the above named organization that may represent a conflict of interest for the organization as a Bidder and attached to this form is a description of how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided.
The Bidder certifies that it can and will provide and make available, at a minimum, all services as described in the RFP if selected for award.
Bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by the DOH.
Bidder accepts, without any added conditions, qualifications or exceptions, the contract terms and conditions contained in this RFP including any exhibits and attachments.
The Bidder is either registered to do business in NYS, or if formed or incorporated in another jurisdiction than NYS, can provide a Certificate of Good Standing from the applicable jurisdiction or provide an explanation, subject to the sole satisfaction of the Department, if a Certificate of Good Standing is not available, and if selected, the vendor will register to do business in NYS.
The Bidder agrees to provide the identity of any planned subcontractors to fulfill the requirements of this part of the RFP, in the Bidder's Executive Summary, submitted with their technical proposal.

<b>A. The Bidder is (check as applicable):</b>
<input type="checkbox"/> A New York State Certified Minority-Owned Business Enterprise <input type="checkbox"/> A New York State Certified Woman-Owned Business Enterprise <input type="checkbox"/> A New York State Certified Minority and Woman-Owned Business Enterprise (Dual Certified) <input type="checkbox"/> None of the above
<b>B. Provide the name, title, address, telephone number, and email address of the person authorized to receive Notices with regard to the contract entered into as a result of this procurement. See Section __ of the DOH Agreement (Attachment E), NOTICES.</b>
Name: Click here to enter text.
Title: Click here to enter text.
Address: Click here to enter text.
City, State, ZIP Code: Click here to enter text.
Telephone Number (including area code): Click here to enter text.
Email Address: Click here to enter text.
<b>C. Bidder's Taxpayer Identification Number:</b>
Click here to enter text.
<b>D. Bidder's NYS Vendor Identification Number as discussed in Section 6.1.F, if enrolled:</b>
Click here to enter text.
<b>By my signature on this Attachment A, I certify to the statements made above in Section 2 and that I am authorized to bind the Bidder contractually. Furthermore, I certify that all information provided in connection with its proposal is true and accurate.</b>
_____
Typed or Printed Name of Authorized Representative of the Bidder
_____
Title/Position of Authorized Representative of the Bidder
_____
Signature of Authorized Representative of the Bidder
_____
Date

**11. ATTACHMENT B  
PROPOSAL DOCUMENT CHECKLIST**

Please reference Section 7.0 for the appropriate format and quantities for each proposal submission.

RFP# 16425-Child and Adolescent Needs and Strengths-New York (CANS-NY) Technical Assistance Institute		
FOR THE ADMINISTRATIVE PROPOSAL		
RFP §	REQUIREMENT	INCLUDED
§ 6.1.A	M/WBE Participation Requirements:	<input type="checkbox"/>
	Attachment F Form 1	<input type="checkbox"/>
	Attachment F Form 2 (If Applicable)	<input type="checkbox"/>
§ 6.1.B	Appendix D – Disclosure of Prior Non-Responsibility Determinations, completed and signed.	<input type="checkbox"/>
§ 6.1.C	Attachment J- Vendor Responsibility Attestation	<input type="checkbox"/>
§ 6.1.D	Freedom of Information Law – Proposal Redactions (If Applicable)	<input type="checkbox"/>
§ 6.1.E	Attachment A - Bidder’s Certified Statements, completed & signed.	<input type="checkbox"/>
§ 6.1.G	Attachment H- Encouraging Use of New York Businesses in Contract Performance	<input type="checkbox"/>
FOR THE TECHNICAL PROPOSAL		
RFP §	REQUIREMENT	INCLUDED
§ 6.2.A	Title Page	<input type="checkbox"/>
§ 6.2.B	Table of Contents	<input type="checkbox"/>
§ 6.2.C	Documentation of Bidder’s Eligibility	<input type="checkbox"/>
§ 6.2.D	Technical Proposal Narrative	<input type="checkbox"/>
FOR THE COST PROPOSAL REQUIREMENT		
RFP §	REQUIREMENT	INCLUDED
§ 6.3	Attachment C- Cost Proposal	<input type="checkbox"/>

## 12. ATTACHMENT C

### Cost Proposal Bid Instruction Form

Bidder's Name: \_\_\_\_\_

#### PART A

The Cost Proposal section for PART A consists of the following:  
Detailed Cost Proposal for Deliverables 1, 2, and 3 for Year 1 and Years 2-5

The quantities on the cost proposal are presented as estimates and may vary through the life of the contract. Below are explanations of language used to describe cost proposal sections of Part A.

- **Ongoing End-User Support** must be inclusive of all support to help users implement and better use the CANS-NY tool. This could be web-based or telephonic support for course registration, webinars, technical assistance, and other support provided by the CANS-NY Institute.
- **Maintenance and Modification** means costs associated with upkeep of materials, necessary editing over time, and/or communication with trained CANS-NY users
- **Conversion of Curriculum for web based** access are all costs associated with converting education material into accessible recorded webinars.
- The unit cost of a **training day** must be inclusive of all resources needed to carry out the training. For example, travel, equipment and space, development of materials, all materials and supplies needed to carry out the training, copies of needed education materials, etc.
- **Maintenance of technological infrastructure** is inclusive of costs associated with upkeep of only technology used to assist the CANS-NY Institute
- **Evaluation and Reporting** rates should assume multiple copies of each report may be requested at the time of due date of the report and any time after up to the life of the contract

#### PART B

The Cost Proposal section for PART B consists of the following:  
Detailed Cost Proposal for Deliverables 1, 2, and 3 for Year 1 and Years 2-5

The quantities on the cost proposal are presented as estimates and may vary through the life of the contract. Below are explanations of language used to describe cost proposal sections of Part B.

- **Assist with Statewide Learning Collaborative/Community** should be inclusive of costs associated with attending each learning collaborative such as travel, materials, or equipment
- **Maintenance of technological infrastructure** should be inclusive of costs associated with upkeep of only technology used to assist the CANS-NY Institute
- **Coordinate and collaborate with the CANS-NY Technical Assistance contractor** should be inclusive of all costs associated with working with the awardee of Part A of the Child and Adolescent Needs and Strengths-New York (CANS-NY) Technical Assistance Institute including but not limited to communication efforts, sharing of information, regularly scheduled meetings, and all equipment or materials needed to carry out this function
- **Evaluation and Report rates** should assume multiple copies of each report may be requested at the time of due date of the report and any time after up to the life of the contract.

**ATTACHMENT C-A**

Bidder's Name: \_\_\_\_\_

**Cost Proposal for Part A**

Deliverable 1: Support individuals trained and certified in the use of the CANS-NY	Unit (b)	Year 1			Years 2-5			Total Years 1-5  (Year1 Subtotal +Years 2-5 Subtotal)
		Estimated Annual Quantity (c)	Unit Cost (d)	Year 1 Subtotal (c) x (d)	Estimated Annual Quantity (e)	Unit Cost (f)	Years 2-5 Subtotal  Subtotal (e) x (f) x 4	
Ongoing End-User Support for course registration, webinars, technical assistance, and other support provided by the CANS-NY Institute (e.g. telephonic and web-based for course registration, technical assistance, support, webinars)	Daily rate	250.00			185.00			
Development and Posting of Digital Curriculum	Per Posting	1			0			
Development and Delivery of Face To Face Curriculum	Per Delivery	4			4			
Maintenance and Modification Delivery of Face-to-Face or Digital Curricula	Per Modification	4			4			
Stakeholder Training	Half Day Training	20.00			20.00			
Provide Targeted Technical Assistance	Half Day Training	20.00			20.00			
<b>SUBTOTAL</b>								

Bidder's Name: \_\_\_\_\_

**Cost Proposal for Part A**

Deliverable 2: Create and maintain an organized network of trained CANS-NY Coaches to carry out the work of the CANS-NY Institute	Unit (b)	Year 1			Years 2-5			Total Years 1-5 (Year1 Subtotal +Years 2-5 Subtotal)
		Estimated Annual Quantity (c)	Unit Cost (d)	Year 1 Subtotal (c) x (d)	Estimated Annual Quantity (e)	Unit Cost (f)	Years 2-5 Subtotal (e) x (f) x 4	
Workforce Needs & Competency Evaluation	Bi-Annual Report	2.00			2.00			
Maintenance of technological infrastructure to conduct on-line education and technical assistance	Monthly Rate	12.00			12.00			
Evaluation of training methods and report of trained individuals	Annual Report	1.00			1.00			
<b>SUBTOTAL</b>								

Bidder's Name: \_\_\_\_\_

**Cost Proposal for Part A**

Deliverable 3: Provide forums and venues for CANS-NY users to provide information and feedback on the CANS-NY tool	Unit (b)	Year 1			Years 2-5			Total Years 1-5
		Estimated Annual Quantity (c)	Unit Cost (d)	Subtotal  (c) x (d)	Estimated Annual Quantity (e)	Unit Cost (f)	Subtotal  (e) x (f) x 4	(Year1 Subtotal +Years 2-5 Subtotal)
Develop and maintain Statewide listing of CANS-NY Certified Coaches	Quarterly Listing Report	4.00			4.00			
Develop and Implement a work plan to gather feedback, develop best practices, and communicate work plan outcomes to NYS	Evaluation Report	1.00			2.00			
Develop, update, and Implement a communication plan	Annual Report	1.00			1.00			
Statewide Learning Collaborative/Community	Per Collaborative Fee	0.00			2.00			
<b>SUBTOTAL</b>								

	Year 1			Years 2-5			Total
Deliverable 1 Subtotal							
Deliverable 2 Subtotal							
Deliverable 3 Subtotal							
<b>TOTAL COST PROPOSAL, Part A ALL SERVICES</b>							

**ATTACHMENT C-B**

Bidder's Name: \_\_\_\_\_

**Cost Proposal Part B**

Program Deliverable 4: Establish an analytic process to monitor quality, create reports, and provide revision recommendations for the CANS-NY tool	Unit (b)	Year 1			Years 2-5			Total Years 1-5 (Year1 Subtotal +Years 2-5 Subtotal)
		Estimated Annual Quantity (c)	Unit Cost (d)	Year 1 Subtotal (c) x (d)	Estimated Annual Quantity (e)	Unit Cost (f)	Years 2-5 Subtotal (e) x (f) x 4	
Perform Data analysis to inform best practice ideas and assist with targeted assistance (e.g - provide data to assist with providing technical assistance, Review the CANS-NY assessment tool and create report for NY)	Monthly Report	12.00			12.00			
Assist with Statewide Learning Collaborative/Community	Per Collaborative Fee	0.00			2.00			
Providing de-identified data outcome and quality improvement reports	Per Report	1.00			2.00			
Provide consultation and data to support use of rating information to inform policy and monitor progress	Hourly rate	16 Hrs*			16 Hrs*			
<b>TOTAL COST PROPOSAL, Part B ALL SERVICES</b>								

\*This is based off an anticipated number of needed hours year. This number is subject to change based on actual need.

**13. ATTACHMENT E  
DOH AGREEMENT**

**MISCELLANEOUS / CONSULTANT SERVICES**

STATE AGENCY (Name and Address):  
Department of Health  
Corning Tower  
Albany, NY 12237

NYS COMPTROLLER'S NUMBER: C#

ORIGINATING AGENCY GLBU: DOH01  
DEPARTMENT ID: 3450000

CONTRACTOR (Name and Address):

TYPE OF PROGRAM(S):

CHARITIES REGISTRATION NUMBER:

CONTRACT TERM

CONTRACTOR HAS ( ) HAS NOT ( ) TIMELY  
FILED WITH THE ATTORNEY GENERAL'S  
CHARITIES BUREAU ALL REQUIRED  
PERIODIC OR ANNUAL WRITTEN REPORTS

FROM:  
TO:

FUNDING AMOUNT FOR CONTRACT TERM:

FEDERAL TAX IDENTIFICATION NUMBER:

STATUS:  
CONTRACTOR IS ( ) IS NOT ( ) A SECTARIAN ENTITY

NYS VENDOR IDENTIFICATION NUMBER:

CONTRACTOR IS ( ) IS NOT ( ) A NOT-FOR-PROFIT  
ORGANIZATION

MUNICIPALITY NO. (if applicable)

CONTRACTOR IS ( ) IS NOT ( ) A NYS BUSINESS  
ENTERPRISE

( ) IF MARKED HERE, THIS CONTRACT IS RENEWABLE FOR \_ ADDITIONAL ONE-YEAR PERIOD(S) AT  
THE SOLE OPTION OF THE STATE AND SUBJECT TO APPROVAL OF THE OFFICE OF THE STATE  
COMPTROLLER.

**BID OPENING DATE:**

**APPENDICES ATTACHED AND PART OF THIS AGREEMENT**

Precedence shall be given to these documents in the order listed below.

- |          |                             |   |
|----------|-----------------------------|---|
| <u>X</u> | APPENDIX A                  | Standard Clauses as required by the Attorney General for all State Contracts.   |
| <u>X</u> | APPENDIX X                  | Modification Agreement Form (to accompany modified appendices for changes<br>in term or consideration on an existing period or for renewal periods) |
| —        | APPENDIX Q                  | Modification of Standard Department of Health Contract Language   |
| <u>X</u> | STATE OF NEW YORK AGREEMENT |   |
| <u>X</u> | APPENDIX D                  | General Specifications  |
| <u>X</u> | APPENDIX B                  | Request For Proposal (RFP)  |
| <u>X</u> | APPENDIX C                  | Proposal  |
| <u>X</u> | APPENDIX E-1                | Proof of Workers' Compensation Coverage   |
| <u>X</u> | APPENDIX E-2                | Proof of Disability Insurance Coverage  |
| <u>X</u> | APPENDIX H                  | Federal Health Insurance Portability and Accountability Act Business Associate<br>Agreement   |
| <u>X</u> | APPENDIX G                  | Notices   |
| <u>X</u> | APPENDIX M                  | Participation by Minority Group Members and Women with respect to State Contracts:<br>Requirements and Procedures                                   |

Contract No. : C#

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
STATE AGENCY

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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

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

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

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

State Agency Certification:  
"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. "

\_\_\_\_\_  
STATE OF NEW YORK        )  
  )SS. :  
County of \_\_\_\_\_)

\_\_\_\_\_

On the \_\_day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

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

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

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

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

**APPENDIX A: STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS  
REVISED Appendix A dated January 2014**

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

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**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S. U. N. Y. and C. U. N. Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163. 6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50. 00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

a of Section 220 of the Labor Law shall be a condition precedent to payment by the any State approved sums due and owing for work done upon the project.

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

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq. ) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105. 4).

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

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

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

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

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

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument,

providing for a total expenditure in excess of \$25,000. 00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000. 00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000. 00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000. 00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any

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

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

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

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

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

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

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

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

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

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

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

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

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

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

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

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P. L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

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

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

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

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

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

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

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

same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

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

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

**APPENDIX X  
GLBU: DOH01**

Contract Number: \_\_\_\_\_

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

Amendment Number X-\_\_\_\_\_

BSC Unit ID: 345<XXXX>

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR), having its mailing address at \_\_\_\_\_, for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- \_\_\_\_\_ Modifies the contract period at no additional cost
- \_\_\_\_\_ Modifies the contract period at additional cost
- \_\_\_\_\_ Modifies the budget or payment terms
- \_\_\_\_\_ Modifies the work plan or deliverables
- \_\_\_\_\_ Replaces appendix(es) \_\_\_\_\_ with the attached appendix(es) \_\_\_\_\_
- \_\_\_\_\_ Adds the attached appendix(es) \_\_\_\_\_
- \_\_\_\_\_ Other: (describe) \_\_\_\_\_

This amendment *is* \_\_\_ *is not* \_\_\_ a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Additionally, Contractor certifies that it is not included on the prohibited entities list published at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> as a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Contractor (or any assignee) also certifies that it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Prior to this amendment, the contract value and period were:

\$ \_\_\_\_\_  
(Value before amendment)

From \_\_\_ / \_\_\_ / \_\_\_ to \_\_\_ / \_\_\_ / \_\_\_  
(Initial start date)

This amendment provides the following modification (complete only items being modified):

\$ \_\_\_\_\_ From \_\_\_ / \_\_\_ / \_\_\_ to \_\_\_ / \_\_\_ / \_\_\_

This will result in new contract terms of:

\$ \_\_\_\_\_  
(All years thus far combined)

From \_\_\_ / \_\_\_ / \_\_\_ to \_\_\_ / \_\_\_ / \_\_\_  
(Initial start date) (Amendment end date)

Signature Page for:

Revised 05/13/2014

Contract Number: \_\_\_\_\_

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

Amendment Number: X-\_\_\_\_\_

BSC Unit ID: 345<XXXX>\_\_\_\_\_

-----  
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

**CONTRACTOR SIGNATURE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_

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

STATE OF NEW YORK )  
 ) SS:  
County of \_\_\_\_\_ )

On the \_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Signature and office of the individual taking acknowledgement)

-----  
**STATE AGENCY SIGNATURE**

"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. "

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_

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

-----  
**ATTORNEY GENERAL'S SIGNATURE**

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

**STATE COMPTROLLER'S SIGNATURE**

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

STATE OF NEW YORK  
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York Department of Health (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has formally requested contractors to submit bid proposals for the project described in Appendix B for which bids were opened on the date noted on the face pages of this AGREEMENT; and

WHEREAS, the STATE has determined that the CONTRACTOR is the successful bidder, and the CONTRACTOR covenants that it is willing and able to undertake the services and provide the necessary materials, labor and equipment in connection therewith;

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the covenants and obligations moving to each party hereto from the other, the parties hereto do hereby agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- B. The maximum compensation for the contract term of this AGREEMENT shall not exceed the amount specified on the face page hereof.
- C. This AGREEMENT may be renewed for additional periods (PERIOD), as specified on the face page hereof.
- D. To exercise any renewal option of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT. The modification agreement is subject to the approval of the Office of the State Comptroller.
- E. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.
- F. For the purposes of this AGREEMENT, the terms "Request for Proposals" and "RFP" include all Appendix B documents as marked on the face page hereof.
- G. For the purposes of this AGREEMENT, the term "Proposal" includes all Appendix C documents as marked on the face page hereof.

II. Payment and Reporting

- A. The CONTRACTOR shall submit complete and accurate invoices and/or vouchers, together with supporting documentation required by the contract, the State Agency and the State Comptroller, to the STATE's designated payment office in order to receive payment to one of the following addresses:

1. Preferred Method: Email a . pdf copy of your signed voucher to the BSC at: [accountspayable@ogs.ny.gov](mailto:accountspayable@ogs.ny.gov) with a subject field as follows:

Subject: <<Unit ID: 3450437>> <<Contract #>>

(Note: **do not** send a paper copy in addition to your emailed voucher. )

2. Alternate Method: Mail vouchers to BSC at the following U. S. postal address:

**NYS Department of Health  
Unit ID 3450000  
c/o NYS OGS BSC Accounts Payable  
Building 5, 5th Floor  
1220 Washington Ave  
Albany, NY 12226-1900**

- B. Payment of such invoices and/or vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law.

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.ny.gov/epay/index.htm](http://www.osc.ny.gov/epay/index.htm), by email at [helpdesk@sfs.ny.gov](mailto:helpdesk@sfs.ny.gov) or by telephone at 1-855-233-8363. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.ny.gov/vendors/vendorguide/guide.htm>.

### III. Term of Contract

- A. Upon approval of the Commissioner of Health, this AGREEMENT shall be effective for the term as specified on the cover page.
- B. This Agreement may be terminated by mutual written agreement of the contracting parties.
- C. This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments hereto, provided that the Department shall give the contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving Contractor's receipt therefor, such written notice to specify the Contractor's failure and the termination of this Agreement. Termination shall be effective ten (10) business days from receipt of such notice, established by the receipt returned to the Department. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.
- D. This Agreement may be deemed terminated immediately at the option of the Department upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the Department to the Contractor.
- E. This agreement may be canceled at any time by the Department of Health giving to the

contractor not less than thirty (30) days written notice that on or after a date therein specified this agreement shall be deemed terminated and canceled.

IV. Proof of Coverage

Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

- A. Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:
  - 1. CE-200, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
  - 2. C-105. 2 – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26. 3; OR
  - 3. SI-12 – Certificate of Workers' Compensation Self-Insurance, OR GSI-105. 2 – Certificate of Participation in Workers' Compensation Group Self-Insurance.
  
- B. Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:
  - 1. CE-200, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
  - 2. DB-120. 1 – Certificate of Disability Benefits Insurance OR
  - 3. DB-155 – Certificate of Disability Benefits Self-Insurance

V. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
  
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

## **APPENDIX D GENERAL SPECIFICATIONS**

- A. By signing the "Bid Form" each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that all specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specifications, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.
- B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, e-mail, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.
- C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department, and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable, and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety shall be liable to the State of New York for any excess cost on account thereof.
- D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.
- E. The Department of Health will make no allowance or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.
- F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.
- G. The successful bidder will be required to complete the entire work or any part thereof as the case may be, to the satisfaction of the Department of Health in strict accordance with the specifications and pursuant to a contract therefore.
- H. CONTRACTOR will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
- I. Non-Collusive Bidding By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  - a. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - b. 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 person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
  - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (b) and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made or its designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of the above quoted certification.

Any bid made to the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods, sold or to be sold, where competitive bidding is required by statute, rule or regulation and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

- J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.
- L. Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed for use in the application software provided to the Department as a part of this contract.
- M. Technology Purchases Notification --The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"
  - 1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc. , that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.
  - 2. If this RFP results in procurement of software over \$20,000, or of other technology over \$50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.
  - 3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.

N. Date/Time Warranty

- 1. Definitions: For the purposes of this warranty, the following definitions apply:

May 2013

- a. "Product" shall include, without limitation: when solicited from a vendor in a State government entity's contracts, RFPs, IFBs, or mini-bids, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e. g., consulting, systems integration, code or data conversion or data entry, the term "Product" shall include resulting deliverables.
- b. "Third Party Product" shall include product manufactured or developed by a corporate entity independent from the vendor and provided by the vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. "Third Party Product" does not include product where vendor is : (a) a corporate subsidiary or affiliate of the third party manufacturer/developer; and/or (b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

## 2. Date/Time Warranty Statement

CONTRACTOR warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a CONTRACTOR proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where CONTRACTOR is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e. g. , billing, invoicing, claim processing), CONTRACTOR warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of CONTRACTOR's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. CONTRACTOR shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the CONTRACTOR's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

- O. No Subcontracting: Subcontracting by the CONTRACTOR shall not be permitted except by prior written approval of the Department of Health. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.
- P. Superintendence by Contractor: The CONTRACTOR shall have a representative to provide supervision of the work which CONTRACTOR employees are performing to ensure complete and satisfactory performance with the terms of the Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the Department of Health. A confirmation in writing of such orders or directions will be given by the Department when so requested from the CONTRACTOR.
- Q. Sufficiency of Personnel and Equipment: If the Department of Health is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the Department shall have the authority to require the CONTRACTOR to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the State.
- R. Experience Requirements: The CONTRACTOR shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the type of services required under this contract and must show that it is currently performing similar services. The CONTRACTOR shall submit at least two references to substantiate these qualifications.

- S. Contract Amendments: This agreement may be amended by written agreement signed by the parties and subject to the laws and regulations of the State pertaining to contract amendments. This agreement may not be amended orally.

The CONTRACTOR shall not make any changes in the scope of work as outlined herein at any time without prior authorization in writing from the Department of Health and without prior approval in writing of the amount of compensation for such changes.

T. Provisions Upon Default

1. In the event that the CONTRACTOR, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for and on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the CONTRACTOR.
2. If, in the judgment of the Department of Health, the CONTRACTOR acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the CONTRACTOR. In such case the CONTRACTOR shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the CONTRACTOR up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the CONTRACTOR was engaged in at the time of such termination, subject to audit by the State Comptroller.

U. Upon termination of this agreement, the following shall occur:

1. CONTRACTOR shall make available to the State for examination all data, records and reports relating to this Contract; and
2. Except as otherwise provided in the Contract, the liability of the State for payments to the CONTRACTOR and the liability of the CONTRACTOR for services hereunder shall cease.

- V. Conflicts If, in the opinion of the Department of Health, (1) the specifications conflict, or (2) if the specifications are not clear as to (a) the method of performing any part of the work, or as to (b) the types of materials or equipment necessary, or as to (c) the work required to be done in every such situation, the CONTRACTOR shall be deemed to have based his bid upon performing the work and furnishing materials or equipment in the most inexpensive and efficient manner. If such conflicts and/or ambiguities arise, the Department of Health will furnish the CONTRACTOR supplementary information showing the manner in which the work is to be performed and the type or types of material or equipment that shall be used.

W. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:
  - a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).

- b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.
  - i. CONTRACTOR's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.
  - ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
  - iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

X. Certification Regarding Debarment and Suspension: Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

#### 1. APPENDIX B TO PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

##### Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules

- implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9. 4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
  - f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
  - g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9. 4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.
  - h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9. 4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
    - a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.
    - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Y. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.
2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.
4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.
5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.

#### Z. Provision Related to Consultant Disclosure Legislation

1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15th following the end of each state fiscal year included in this contract term. This report must be submitted to:
  - a. The NYS Department of Health, at the following address New York State Department of Health, Bureau of Contracts Room -2756, Corning Tower, Albany, NY 12237 ; and
  - b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting -or via fax at (518) 474-8030 or (518) 473-8808; and
  - c. The NYS Department of Civil Service, Albany NY 12239, ATTN: Consultant Reporting.

AA. Provisions Related to New York State Procurement Lobbying Law: The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

BB. Provisions Related to New York State Information Security Breach and Notification Act: CONTRACTOR shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

CC. Lead Guidelines: All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

#### DD. On-Going Responsibility

1. General Responsibility Language: The CONTRACTOR shall at all times during the Contract term remain responsible. The CONTRACTOR agrees, if requested by the Commissioner of Health 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.
2. Suspension of Work (for Non-Responsibility) :The Commissioner of Health or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the CONTRACTOR. In the event of such suspension, the CONTRACTOR will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the CONTRACTOR must comply with the terms of the suspension

order. Contract activity may resume at such time as the Commissioner of Health or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

3. Termination (for Non-Responsibility) : Upon written notice to the CONTRACTOR, and a reasonable opportunity to be heard with appropriate Department of Health officials or staff, the Contract may be terminated by Commissioner of Health or his or her designee at the CONTRACTOR's expense where the CONTRACTOR is determined by the Commissioner of Health or his or her designee to be non-responsible. In such event, the Commissioner of Health or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

EE. Provisions Related to Iran Divestment Act: As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list has been posted on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

By entering into this Contract, CONTRACTOR (or any assignee) certifies that it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, CONTRACTOR agrees that should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. CONTRACTOR also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Health may approve a request for Assignment of Contract. During the term of the Contract, should New York State Department of Health receive information that a person is in violation of the above referenced certification, New York State Department of Health will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then New York State Department of Health shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the CONTRACTOR in default.

New York State Department of Health reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

May 2013

**APPENDIX B: REQUEST FOR PROPOSAL**

To be added upon award

**APPENDIX C: PROPOSAL OF BIDDER**

To be added upon award.

## **APPENDIX H: HIPAA CONFIDENTIALITY**

for CONTRACTOR that creates, receives, maintains or transmits individually identifiable health information on behalf of a New York State Department of Health HIPAA-Covered Program

- I. Definitions. For purposes of this Appendix H of this AGREEMENT:
    - A. “Business Associate” shall mean CONTRACTOR.
    - B. “Covered Program” shall mean the STATE.
    - C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and implementing regulations, including those at 45 CFR Parts 160 and 164.
  - II. Obligations and Activities of Business Associate:
    - A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required By Law.
    - B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT and to comply with the security standards for the protection of electronic protected health information in 45 CFR Part 164, Subpart C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
    - C. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
      1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
      2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
      3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
      4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
      5. Contact procedures for Covered Program to ask questions or learn additional information.
    - D. Business Associate agrees, in accordance with 45 CFR § 164. 502(e)(1)(ii), to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same
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restrictions and conditions that apply to Business Associate with respect to such information.

- E. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164. 524.
  - F. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164. 526.
  - G. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164. 528; and Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164. 528.
  - H. Business Associate agrees, to the extent the Business Associate is to carry out Covered Program's obligation under 45 CFR Part 164, Subpart E, to comply with the requirements of 45 CFR Part 164, Subpart E that apply to Covered Program in the performance of such obligation.
  - I. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- III. Permitted Uses and Disclosures by Business Associate
- A. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.
  - B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
  - C. Business Associate may disclose Protected Health Information as Required By Law.
- IV. Term and Termination
- A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.
  - B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for
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Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if Business Associate has breached a material term of this AGREEMENT and cure is not possible.

C. Effect of Termination.

1. Except as provided in paragraph (c)(2) below, upon termination of this AGREEMENT, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

V. Violations

- A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate 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 STATE.

VI. Miscellaneous

- A. Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.
  - B. Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this AGREEMENT from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.
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- C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix H of this AGREEMENT shall survive the termination of this AGREEMENT.
  - D. Interpretation. Any ambiguity in this AGREEMENT shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.
  - E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.
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**APPENDIX G:  
NOTICES**

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

**State of New York Department of Health**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

**[Insert Contractor Name]**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

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**APPENDIX M**  
**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT**  
**TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

**I. General Provisions**

- A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“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.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State New York State Department of Health (the “New York State Department of Health”), to fully comply and cooperate with the New York State Department of Health 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”). 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.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

**II. Contract Goals**

- A. For purposes of this Amendment X-?, the New York State Department of Health hereby establishes an overall goal of **30%** for Minority and Women-Owned Business Enterprises (“MWBE”) participation, **15%** for Minority-Owned Business Enterprises (“MBE”) participation and **15%** for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:  
<http://www.esd.ny.gov/mwbe.html>

Additionally, 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.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142. 8, 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 Contractor 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 the New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

### **III. Equal Employment Opportunity (EEO)**

- A. 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.
- B. Contractor shall comply with the following provisions of Article 15-A:
  1. Contractor and Subcontractors 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 the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
  3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
  4. The Contractor's EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
    - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
    - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form #4 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Form #6 - Workforce Employment Utilization Report (“Workforce Report”)

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the New York State Department of Health 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 performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, 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 Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. 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.

**IV. MWBE Utilization Plan**

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.
- B. 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 III-A of this Appendix.
- C. 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, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

**V. Waivers**

- A. For Waiver Requests Contractor should use Form #2 – Waiver Request.

- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health 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.

## **VI. Quarterly MWBE Contractor Compliance Report**

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form #3) to the New York State Department of Health by the 10<sup>th</sup> 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.

## **VII. Liquidated Damages - MWBE Participation**

- A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health 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 the New York State Department of Health.

## **14. ATTACHMENT F NEW YORK STATE DOH MWBE RFP REQUIRED FORMS**

All DOH procurements have a section entitled “**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE REQUIREMENTS.**” This section of procurement sets forth the established DOH goal for that particular procurement and also describes the forms that should be completed with their bid. Below is a summary of the forms used in the DOH MWBE Participation Program by a Bidder.

**Form #1: Bidder MWBE Utilization Plan** - This document should be completed by all Bidders responding to RFPs with an MWBE goal greater than zero. The Bidder must demonstrate how it plans to meet the stated MWBE goal. In completing this form, the Bidder should describe the steps taken to establish communication with MWBE firms and identify current or future relationships with certified MWBE firms. The second page of the form should list the MWBE certified firms that the vendor plans to engage with on the project and the amount that each certified firm is projected to be paid. Plans to work with uncertified firms or women and minority staffed firms do not meet the criteria for participation. The firm must be owned and operated by a Woman and/or Minority and must be certified by NYS Empire State Development to be eligible for participation. If the plan is not submitted or is deemed deficient, the Bidder may be sent a notice of deficiency. It is mandatory that all awards with goals have a utilization plan on file.

**Form #2: MWBE Utilization Waiver Request** - This document should be filled out by the Bidder if the utilization plan (Form #1) indicates less than the stated participation goal for the procurement. In this instance, Form #2 must accompany Form #1 with the bid. If Form #2 is provided and goal was initially set higher, revised goal approval will be necessary from DOB. When completing Form #2, it is important that the Bidder thoroughly document the steps that were taken to meet the goal and provide evidence in the form of attachments to the document. The required attachments are listed on Form #2 and will document the good-faith efforts taken to meet the desired goal. A Bidder can also attach additional evidence outside of those referenced attachments. Without evidence of good-faith efforts, in the form of attachments or other documentation, the Department of Health may not approve the waiver and the Bidder may be deemed non-responsive.

New MWBE firms are being certified daily and new MWBE firms may now be available to provide products or services that were historically unavailable. If Form #2 is found by DOH to be deficient, the Bidder may be sent a deficiency letter which will require a revised form to be returned within 7 business days of receipt to avoid a finding of non-compliance. DOH may work directly with firm to resolve minor deficiencies via e-mail.

**Form #3: Replaced by Online Compliance System** - <https://ny.newnycontracts.com> Contractors will need to login and submit payments to MWBE Firms in this online system once payments to these vendors commence.

**Form #4 – MWBE Staffing Plan**- This form should be completed based on the composition of staff working on the project. Enter the numbers or counts in the corresponding boxes and add up the totals in each column. This form is for diversity research purposes only and has no bearing on MWBE goal achievement.

**Form #5 – EEO and MWBE Policy Statement** -This is a standard EEO policy that needs to be signed and dated and submitted. If Bidder has their own EEO policy it may be submitted instead of endorsing this document.

**- M/WBE Form #1 -**

**New York State Department of Health  
M/WBE UTILIZATION PLAN**

<b>Bidder/Contractor Name:</b> Click here to enter text.	
<b>Vendor ID:</b> Click here to enter text.	<b>Telephone No.</b> Click here to enter text. <b>Email:</b> Click here to enter text.
<b>RFP/Contract Title:</b> Click here to enter text.	<b>RFP/Contract No.</b> Click here to enter text.

**Description of Plan to Meet M/WBE Goals**

Click here to enter text.

**PROJECTED M/WBE USAGE**

	<b>%</b>	<b>Amount</b>
<b>1. Total Dollar Value of Proposal Bid</b>	<b>100</b>	Click here to enter text.
<b>2. MBE Goal Applied to the Contract</b>	Click here to enter text.	<b>\$</b> Click here to enter text.
<b>3. WBE Goal Applied to the Contract</b>	Click here to enter text.	<b>\$</b> Click here to enter text.
<b>4. M/WBE Combined Totals</b>	Click here to enter text.	<b>\$</b> Click here to enter text.

“Making false representation or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward MWBE utilization.”

**New York State Department of Health  
M/WBE UTILIZATION PLAN**

**MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION**

In order to achieve the MBE Goals, Bidder expects to subcontract with New York State certified MINORITY-OWNED entities as follows:

MBE Firm (Exactly as Registered)	Description of Work (Products/Services) [MBE]	Projected MBE Dollar Amount
Name  Address  City, State, ZIP  Employer I.D.  Telephone Number ( ) -		\$ _____
Name  Address  City, State, ZIP  Employer I.D.  Telephone Number ( ) -		\$ _____
Name  Address  City, State, ZIP  Employer I.D.  Telephone Number ( ) -		\$ _____

**New York State Department of Health  
M/WBE UTILIZATION PLAN**

**WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION**

In order to achieve the WBE Goals, Bidder expects to subcontract with New York State certified WOMEN-OWNED entities as follows:

WBE Firm (Exactly as Registered)	Description of Work (Products/Services) [WBE]	Projected WBE Dollar Amount
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number</b> ( ) -		<b>\$</b> _____
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number</b> ( ) -		<b>\$</b> _____
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number</b> ( ) -		<b>\$</b> _____

## Waiver Request

<b>Offeror/Contractor Name:</b> Click here to enter text.		<b>Federal Identification No.:</b> Click here to enter number.	
<b>Address:</b> Click here to enter text.		<b>Solicitation/Contract No.:</b> Click here to enter number.	
<b>City, State, Zip Code:</b> Click here to enter text.		<b>M/WBE Goal: MBE %%% WBE %%%</b> (From Form #1)	
<b>By submitting this form and the required information, the officer or/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.</b>			
<b>Contractor is requesting a:</b> <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. Total Partial <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. Total Partial <input type="checkbox"/> Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) <b>Date of such filing with Empire State Development:</b> Click here to enter a date.			
<hr/> <b>PREPARED BY (Signature)</b> _____ <b>Date:</b> _____ SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.			
<b>Name and Title of Preparer (Printed or Typed):</b>		<b>Telephone Number:</b>	<b>Email Address:</b>
Submit with the bid or proposal or if submitting after award submit to: <a href="mailto:doh.sm.mwbe@health.ny.gov">doh.sm.mwbe@health.ny.gov</a>		***** FOR DMWBD USE ONLY *****	
		<b>REVIEWED BY:</b>	
		<b>DATE:</b>	
Waiver Granted: <input type="checkbox"/> YES <input type="checkbox"/> NO MBE: <input type="checkbox"/> WBE: <input type="checkbox"/> <input type="checkbox"/> Total Waiver <span style="float: right;"><input type="checkbox"/> Partial Waiver</span> <input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency Issued		_____ <b>*Comments:</b>	

- M/WBE Form #4 -

# New York State Department of Health M/WBE STAFFING PLAN

For project staff, consultants and/or subcontractors working on this grant complete the following plan. This has no impact on MWBE utilization goals, or the submitted Utilization Plan - Form#1. This is for diversity research purposes.

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

Address \_\_\_\_\_

\_\_\_\_\_

STAFF	Total	Male	Female	Black	Hispanic	Asian/ Pacific Islander	Other
Executive/Senior level Officials							
Managers/Supervisors							
Professionals							
Technicians							
Administrative Support							
Craft/Maintenance Workers							
Laborers and Helpers							
Service Workers							
Totals							

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

**- M/WBE Form #5 -  
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL  
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

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

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

Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations. Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

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.

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.

Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

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, age, 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) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. 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.

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature & Date

## Detailed Instructions for Completing MWBE Forms 1 & 2

### Form#1 – MWBE Utilization Plan

#### **Page #1 of Form #1:**

**Description of Plan** - Describe any steps/details that support Bidder/Contractor plan to meet the MWBE goals stated in the procurement/contract.

**Line#1 - Total Dollar Value of Proposal Bid** – This line should represent the total dollar amount of bid. The total value is eligible for MWBE goal setting.

**Line#2 - MBE Goal Applied to the Contract**– Bidder/Contractor lists the amount to be paid/subcontracted to Certified Minority-owned Business Enterprise(s) and the percentage this amount represents of the Total Dollar Value of Proposal Bid listed on Line #1.

Example: If paying two MBE firms \$100,000 & \$50,000 each and Total Dollar Value of Proposal Bid listed on line #1 is \$1,000,000, list 15% and \$150,000 on Line #2.

**Line#3 - WBE Goal Applied to the Contract**– Bidder/Contractor lists the amount paid/subcontracted to Certified Woman-owned Business Enterprise(s) and the percentage this amount represents of the Total Dollar Value of Proposal Bid listed on Line 1 of the “Form #1 MWBE Utilization Plan”.

Example: If Bidder/Contractor is paying two WBE firms \$50,000 & \$100,000 each and the Total Dollar Value of Proposal Bid listed on line#1 is \$1,000,000 Bidder/Contractor would list 15% and \$150,000 on Line #2 of the Utilization Plan.

**Line#4 - MWBE Combined Totals** – Total of Line #2 and Line #3. [Line #2 + Line #3 = MWBE Combined Totals]

Example: Using the above Line #2 and Line #3 examples for payment data, Bidder/Contractor achieves a combined MWBE % of 30% and a combined MWBE dollar amount of \$300,000. (15%M and 15%W; \$150,000M + \$150,000W). MWBE total/Total dollar value of bid = %.

#### **Page#2 of Form#1:**

**The first column** (left column): Bidder/Contractor lists any Minority-owned Business Enterprises (MBE) that Bidder/Contractor will be subcontracting with or purchasing from and the MBE contact/company information.

**The second column** (center column): Bidder/Contractor describes what type of work certified MBE will be providing or what product certified MBE will be supplying to Bidder/Contractor.

**Third column** (right column): Bidder/Contractor states the amount to be paid to the certified MBE during the term of the contract. The amount totaled from Page #2 should equal the amount listed on Line #2 of Page #1.

#### **Page#3 of Form#1:**

**The first column** (left column): Bidder/Contractor lists any Woman-owned Business Enterprises (WBE) that Bidder/Contractor will be subcontracting with or purchasing from and WBE contact/company information.

**The second column** (center column): Bidder/Contractor describes what type of work certified WBE will be providing or what product certified WBE will be supplying to Bidder/Contractor.

**Third column** (right column): Bidder/Contractor states the amount to be paid to the certified WBE during the term of the contract. The amount totaled from Page#3 should equal the amount listed on Line#3 of Page#1.

### **Form#2 – MWBE Waiver Request**

“Form#1 MWBE Utilization Plans” that commit to a goal % less than the stated MWBE goal percentage in procurement, must be accompanied by a “Form#2 MWBE Waiver Request”.

A Bidder/Contractor may qualify for a partial or total waiver of the MWBE goal requirements established on a State contract only upon the submission of a waiver form by a Bidder/Contractor, documenting good-faith efforts by the Contractor to meet the goal requirements of the state contract and a consideration of applicable factors. The ability to subcontract with M/WBEs and separately the ability to purchase with M/WBEs must be addressed in attachments on all waiver requests.

Fill out the header with the name of the Bidder/Contractor requesting the waiver under Offeror/Contractor Name, include your Federal Identification ID, Address, Solicitation/Contract Number, and M/WBE Goals.

Check off the appropriate box for the type of waiver that is being requested and whether it is a total or partial waiver. If the waiver is Pending ESD Certification, meaning the subcontractor has applied for certification with Empire State Development, check off that box and state the date that they applied for certification.

Next, and directly below the Pending ESD Certification area, please sign and date the waiver. Provide the name of the preparer as well as a telephone number and email address (Bidder/Contractor direct contact number of person authorized to discuss submission).

The following attachments should also be provided:

1. A statement setting forth your basis for requesting a partial or total waiver. The statement should at a minimum include the services being subcontracted out and why a portion of those services cannot be subcontracted to Certified MWBE(s). In addition, statement must also include what purchases of equipment and supplies are being made and why those purchases cannot be provided by certified MWBE(s).
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals related to this contract.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.

6. Provide copies of responses to your solicitations received by you from certified M/WBEs.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.

**\* All attachments are created by the entity requesting the waiver. These are self-generated attachments and are not provided by the agency.**

**15. ATTACHMENT G**

**BIDDER’S DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**

Procurement Title:[Type text]  
RFP #: [Type text]  
Bidder Name: [Type text]  
Bidder Address: [Type text]

Bidder SFS Vendor ID #: [Type text]  
Bidder Federal ID#: [Type text]

Affirmations & Disclosures related to State Finance Law §§ 139-j & 139-k:

Offerer/Bidder affirms that it understands and agrees to comply with the procedures of the Department of Health relative to permissible contacts (provided below) as required by State Finance Law §139-j (3) and §139-j (6) (b).

Pursuant to State Finance Law §§139-j and 139-k, this Invitation for Bid or Request for Proposal includes and imposes certain restrictions on communications between the Department of Health (DOH) and an Offerer during the procurement process. An Offerer/Bidder is restricted from making contacts from the earliest notice of intent to solicit bids/proposals through final award and approval of the Procurement Contract by the DOH 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/are identified on the first page of this Invitation for Bid, Request for Proposal, or other solicitation document. DOH 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 on the Office of General Services Website at:

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

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 check):

No Yes

If yes, please answer the next questions:

1a. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please check):

No Yes

1b. 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

1c. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

**Governmental Entity:** [Type text]

**Date of Finding of Non-responsibility:** [Type text]

**Basis of Finding of Non-Responsibility:** [Type text]

(Add additional pages as necessary)

2a. 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

2b. If yes, please provide details below.

**Governmental Entity:** [Type text]

**Date of Termination or Withholding of Contract:** [Type text]

Basis of Termination or Withholding: [Type text]

(Add additional pages as necessary)

**Offerer/Bidder certifies that all information provided to the Department of Health with respect to State Finance Law §139-k is complete, true and accurate.**

\_\_\_\_\_  
(Officer Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Officer Title)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(e-mail Address)

## **16. ATTACHMENT H**

### **ENCOURAGING USE OF NEW YORK BUSINESSES IN CONTRACT PERFORMANCE**

#### **I. Background**

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing service and technology. Furthermore, Bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law. Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

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

#### **II. Required Identifying Information**

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

Will New York State Businesses be used in the performance of this contract?

YES       NO

If yes, identify New York State businesses that will be used and attach identifying information. Information should include at a minimum: verifiable business name, New York address and business contact information.

<b>New York Business Identifying Information Business Name</b>	<b>Business Address</b>	<b>Contact Name</b>	<b>Contact Phone</b>	<b>Contact Email Address</b>

**17. ATTACHMENT I**

**NO-BID FORM**

PROCUREMENT TITLE: \_\_\_\_\_ RFP # \_\_\_\_\_

Bidders choosing not to bid are requested to complete the portion of the form below:

- We do not provide the requested services. Please remove our firm from your mailing list
- We are unable to bid at this time because:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Please retain our firm on your mailing list.

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Officer Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Officer Title)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(e-mail Address)

**FAILURE TO RESPOND TO BID INVITATIONS MAY RESULT IN YOUR FIRM BEING REMOVED FROM OUR MAILING LIST FOR THIS SERVICE.**

**18. ATTACHMENT J**

**VENDOR RESPONSIBILITY ATTESTATION**

To comply with the Vendor Responsibility Requirements outlined in Section E, Administrative, 8. Vendor Responsibility Questionnaire, I hereby certify:

**Choose one:**

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.
  
- A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.
  
- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: \_\_\_\_\_

Print/type Name: \_\_\_\_\_

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

Organization: \_\_\_\_\_

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

## 19. ATTACHMENT K

### Definitions

- Child and Adolescent Needs and Strengths Assessment – New York: A multi-purpose tool developed for children’s services such as child welfare, mental health, juvenile justice, schools and early intervention to support decision making, including level of care and service planning, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services. The CANS-NY is an open domain tool that is free for anyone to use. CANS for Decision Support Decision support applications include the development of specific algorithms for levels of care, sensitivity to varying service delivery systems and cultures, and CANS-based decision algorithms have documented dramatic impacts on service systems.
- CANS-NY Super-User: an individual trained and annually certified in CANS-NY with enough knowledge and experience with the CANS-NY to provide on-going technical assistance to certified CANS-NY users. In order to become a CANS-NY Super-User a person must be certified by Dr. John Lyons and the Praed Foundation. The certification requires a CANS-NY certification, reliability of .80 or higher on a test vignette creation of a training vignette with recommended scores, completion of a role played introduction to their own CANS training, and attending Dr. Lyons’ in-person training
- CANS-NY Coach: an individual who is a CANS-NY Super-User, has at least 3 years of experience working with the CANS tool, experience with providing CANS technical assistance, and has previous experience working with NYSDOH, OMH, OCFS, or OASAS.. A CANS-NY Coach will be aware of the policy direction and goals of NYS with the CANS-NY and assists in providing on-going feedback to NYS Agencies of the CANS-NY tool.