



**NEW YORK STATE OFFICE OF MENTAL HEALTH
Request for Proposals for Independent Validation and Verification (“IV&V”) for
EMR Implementation**

Contract #C009990

This RFP and all supporting documents are located at the following URL:

<http://www.omh.ny.gov/omhweb/rfp/2012/emr/>

Bid Submission or No Bid Reply Form Due Date: June 15, 2012 at 3:00 p.m. EST.

For a complete list of Event Dates related to this RFP, please see: [5.1 Event Dates](#)

Issuing Office/Permissible Contacts: The issuing office and contact persons named below are the sole points of contact in the State for matters related to this RFP. Pursuant to State Finance Law 139-j and 139-k, this RFP includes and imposes certain restrictions on communications between the OMH and an offeror/Bidder during the procurement process. Please reference Attachment J, Summary of the OMH Procurement Lobbying Guidelines, included with this solicitation.

OMH requests all communications be submitted in writing to the e-mail address noted below.

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All questions or requests for clarification concerning the RFP shall be submitted in writing to the Designated Contact listed above by email by **May 10, 2012**. The questions and official answers will be posted on the OMH's IV&V for EMR RFP Website at: <http://www.omh.ny.gov/omhweb/rfp/2012/emr/> and will be limited to addressing only those questions submitted by the deadline. No questions will be answered by telephone or in person.

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1.0 Introduction

Definitions:

Central Office – The Office of Mental Health Central Office is located at 44 Holland Avenue in Albany, NY

Contract – The agreement between OMH and the Contractor/Successful Bidder resulting from this IV&V RFP which is approved by OAG and OSC.

Contractor – The Bidder that is awarded the Contract to perform IV&V services.

Core Functions – The baseline set of OMH EMR Requirements (EMR RFP Exhibit 17 Requirements Traceability Matrix) as of the date the EMR Project begins.

DRAFT IV&V for EMR Project Plan – A sample Project Plan created by bidders to demonstrate their understanding of the EMR Project and the IV&V services required for the EMR Project.

EMR Contract – The agreement between OMH and the Contractor/Successful Bidder resulting from the EMR RFP which is approved by OAG and OSC.

EMR Contractor – The Bidder that is awarded the EMR Contract

EMR Project Deliverables - The list of deliverables for the entire EMR Project; set forth largely as [Attachment S: OMH EMR Project Deliverables](#) (EMR RFP Section 4.11)

EMR RFP: - The Electronic Medical Records System Request for Proposal released by the OMH on December 16, 2011, available at: <http://omh.ny.gov/omhweb/rfp/2011/emr/>

IV & V Services– The list of services set forth as [3.2 Contracted Services](#)

IV & V Work Products – The list of items resulting from the performance of the IV & V Services set forth as [3.3 Work Products](#).

Methodology – A set of procedures, methods, or rules employed by a discipline such as Project Management or Quality Management.

OMH EMR – The OMH customized VistA application consisting of all Core Functions plus any Additional Functionality or Enhancements.

OMH Facility – New York State Operated Psychiatric Centers. OMH Facilities number 26 at the time of this writing, but one is scheduled for closure before or during the term of the project.

Outpatient Locations - Approximately 310 sites, each one affiliated with an OMH facility, that provide mental health services on an Outpatient basis.

OMH Locations – All OMH Facilities, Outpatient Locations and the Central Office.

Quality – the degree to which a set of inherent characteristics meets its requirements

Quality Assurance – review quality requirements, test plans and results from quality control measurements to ensure appropriate quality standards and definitions are in place.

Quality Control – Monitor and participate in execution of quality activities (e.g., User Acceptance Tests), assess performance, record results and recommend changes.

Quality Management – The four main components of Quality Management are: Quality Planning, Quality Assurance and Quality Control and Quality Improvement.

Quality Planning – Documentation and specification of resources and procedures for ensuring consistent quality for a product or project, i.e., the OMH EMR project.

VA – US Department of Veterans Affairs

VistA - Veterans Health Information Systems and Technology Architecture

1.1 Purpose

The entire [EMR RFP](#) is hereby incorporated by reference into this RFP.

The purpose of this Request for Proposals (RFP) is for the New York State Office of Mental Health (“OMH”) to procure the services of an Independent Validation and Verification (“IV&V”) Contractor (hereafter referred to as “Contractor”) to provide project management, quality control and assurance, oversight, and risk mitigation for the OMH’s mission-critical Electronic Medical Records System (“EMR”) project. The Contractor shall evaluate the EMR Project Deliverables and advise the OMH as to whether they are acceptable in order to trigger payment to the Contractor that is executing the EMR project work (“EMR Contractor”). These efforts are important to ensuring that the EMR Project meets key objectives and that critical business processes that may or may not require work flow process modification are identified and supported and not disrupted by the implementation.

1.2 Background

1.2.1 OMH Background

The Office of Mental Health (OMH) is the New York State government agency that provides children and adults with psychiatric disabilities with safe and effective opportunities to work toward recovery. The OMH asserts that each individual can recover from mental illness. To this end, the OMH provides individuals and families with a variety of services that allow for meaningful behavior health treatments.

Key aspects of the OMH’s vision for New York State mental health care include developing and supporting a coordinated, comprehensive, community-based public mental health system. By implementing the OMH EMR, the OMH seeks to improve:

1. the tracking of individuals' mental health care records;
2. the flow of EMR data among OMH Facilities and Outpatient Locations; and
3. the efficiency and effectiveness of the OMH mental health services.

The New York State public mental health system includes State-operated Facilities and locally-operated programs which are certified and funded by the State. State Facilities include 2 research institutes, 3 forensic centers, 6 children's psychiatric centers, and 17 adult psychiatric centers; these Facilities employ a work force of over 17,500. The OMH is responsible for licensing and regulating over 2,500 mental health providers across the State.

1.2.2 Goals for the Center for Information Technology (CIT)

The CIT supports the information needs of the OMH and the mental health system that it regulates. It continually strives to be recognized as setting standards for a government information systems organization by supporting its customers through quality initiatives and advances in technology.

The CIT provides:

- management information services to executive staff to support decision making
- computer center services for electronic communication and access to information
- hardware and software to customers thereby enabling them with appropriate technology to meet their business needs
- training and technical support to ensure effective use of technology
- centralized help center services to support customers using CIT Services.
- application software (either purchased or developed in-house) to meet customers' business needs and solve business problems.

1.2.3 Overview of the Electronic Medical Records (EMR) Project

The EMR Project requires the EMR Contractor to provide technical and professional services for the implementation of an EMR System based on the installation and support of the United States Department of Veterans Affairs (VA), Veterans Health Information Systems and Technology Architecture (VistA) software at the OMH Locations. To meet OMH needs the EMR Contractor must also provide functionality not present in VistA. The EMR Contractor may propose proprietary software, third party software, development of modules and/or functions, or a combination of all three of these possible solutions. The OMH has proposed that the implementation of the EMR proceed along two largely concurrent tracks. The first track shall consist of the implementation of selected modules of a VistA-based application ("Base VistA") available largely without modification at the very outset of the EMR Project. The second track shall consist of the implementation of an application that expands upon the Base VistA through development and possibly, integration of third-party solution(s) to produce a custom "OMH EMR" that meets all of the requirements set forth in the EMR RFP as well as any additional requirements to be determined during the EMR Project.

The EMR Contractor will be responsible for software installation, customization, software development, testing, on-going software maintenance and technical support, system pilot, end-user training, and state-wide implementation at OMH Locations. The EMR Contractor will be responsible for OMH staff training in the use and support of the application and in the application's administration at each OMH facility. The EMR Contractor will be responsible for the migration of any existing data and the development of interfaces with approximately eight other OMH applications. It is anticipated that the EMR Contractor will install the Base VistA at the OMH Central Office and four (4) OMH Facilities in the first implementation track. Upon successful adoption of the pilot, a phased-in implementation of the Base VistA system will be initiated at the remaining OMH Facilities. Subsequently, the OMH EMR shall be implemented in a similar fashion at four pilot facilities and their associated Outpatient Locations.

2.0 CONTRACT OBJECTIVES

Base Contract Term – The term of this contract is four years.

Contract Award - A single contract award shall be made under this RFP solicitation.

Contract Type – The contract to be Awarded under this RFP solicitation will be a Time and Materials contract, whereby the Contractor shall be paid on the basis of the:

- actual cost of direct labor at an agreed-upon specified hourly rate
- actual cost of materials and equipment usage
- agreed upon fixed add-on to cover the Contractor's overheads and profit.

Minority/Woman-Owned Business Enterprise (MWBE) Goals: The OMH has established MWBE total goals of 50%.

For a detailed description of the MWBE Requirements for this Contract, see: [5.7.2 MWBE Requirements](#)

3.0 SCOPE OF WORK

Definitions:

Definitions relating to the EMR RFP can be found in Exhibit 18 to the EMR RFP “OMH EMR Glossary” (see: [Exhibit 18 – OMH EMR Glossary](#)).

3.1 Overview

The OMH seeks a Contractor to provide Independent Validation and Verification including project management support, quality control and assurance, oversight, and risk mitigation for the OMH’s mission-critical Electronic Medical Records Project (EMR). These efforts are important to ensure that the EMR Project meets key objectives and to identify, support, and minimize disruptions to critical business processes.

The primary focus of the Contractor is to ensure that the products developed and processes employed by the EMR Project meet specified requirements and standards, and are consistent with the project plans. The Contractor will advise OMH whether each of the 56 EMR Project Deliverables, as well as any Additional Deliverables and Enhancements are acceptable per the specifications set forth in the EMR RFP or any accepted Change/Enhancement Requests.

The IV&V team will function independently from the EMR team in charge of developing and implementing the EMR; however, the IV&V Team will have timely access to the EMR Contractor team’s interim and final products, outputs and deliverables. In addition, the IV&V team will attend and monitor meetings and presentations regarding project status, planning, risk and issue management, system design, and deliverables walk-through.

The IV&V Project Manager and Quality Assurance Manager will report to the OMH EMR Project Manager and OMH Project Management Office (PMO). Additional reporting to the Office for Technology (“OFT”) or other oversight New York State Agencies will be required. Overall project management and control will be retained by the OMH Project Management Office. Interim and final approvals for EMR Project Deliverables, including any corrective actions that may be necessary, will be at the discretion of OMH.

The Contractor will support the New York State Office of Mental Health (OMH) by:

- monitoring and evaluating work products generated by the Electronic Medical Records Contractor;
- conducting independent Quality Control and Assurance services of project activities;
- identifying problems and recommending solutions on an ongoing basis; and,
- providing project management support, status reporting, project risk assessments, contractor deliverable reviews, ongoing technical/operational reviews, testing oversight and review, and training/implementation readiness assessments and post implementation review.

The Contractor, including parent and/or subsidiary companies or other companies in which it has a financial or legal interest, selected as a result of this procurement must withdraw their EMR RFP Bid for Contract C009999 if they have submitted one.

In addition, the EMR Contractor, including parent and or subsidiaries or other companies in which it has a financial or legal interest, selected as a result of the “New York State Office of Mental Health Request for Proposal (RFP)/C009999 For the Procurement of Electronic Medical Records System (EMR)” or any of its subcontractors or agents, are precluded from involvement as a contractor, subcontractor, or agent in the contract awarded in response to this RFP.

The Contractor will monitor the progress of the Electronic Medical Record (EMR) Project during the design, development, testing, training, and implementation of the new VistA-based EMR. The Contractor must validate the EMR Project Deliverables.

3.2 Contracted Services

Unless otherwise specified within the description of the contracted Service, (“Service”) the Services required in the resulting IV&V for EMR Contract may include, but are not limited to, the following:

3.2.1 Ongoing Consultation and Project Management Support Services

In order to provide Project Management (PM) support for project Planning, Executing, Monitoring and Controlling, and Closing processes, the Contractor shall be responsible for the following throughout the term of the IV&V for EMR:

1. Providing a minimum of two (2) dedicated key staff to maintain a full time presence, defined as a minimum of 30 hours per week per key staff position, on-site at the OMH Central Office, EMR Implementation Site, or other project work sites as necessary (“Minimum Weekly Hours”). The anticipated work week under this Contract begins Monday at 1:00 pm and ends Friday at noon, with normal business hours on Tuesday, Wednesday, and Thursday (See: Table 3-1). Minimum Weekly Hours may be adjusted at the OMH’s discretion in view of IV&V work demands or other conditions. OMH will provide reasonable notice to the Contractor prior to an adjustment to the Minimum Weekly Hours.

Time	M	T	W	Th	F
9:00 AM					
9:30 AM					
10:00 AM					
10:30 AM					
11:00 AM					

11:30 AM					
12:00 PM					
12:30 PM					
1:00 PM					
1:30 PM					
2:00 PM					
2:30 PM					
3:00 PM					
3:30 PM					
4:00 PM					
4:30 PM					
5:00 PM					
Daily Hours	4	7.5	7.5	7.5	3.5

Table 3-1 Anticipated IV&V Work Hours

2. Serving as an integral member of the Project Team, providing ongoing assistance with project management decision-making and planning efforts;
3. Attending and providing documentation regarding risks, issues, and recommendations for any project management meetings, project status meetings, and/or steering committee meetings as required, and remaining accessible and available for Joint Application Design (JAD) sessions and ad hoc meetings as determined by the OMH;
4. Establishing procedures for monitoring the EMR Project deliverables; and,
5. Implementing and utilizing the quality management, project management, and issue/problem tracking/resolution and risk management methodologies as proposed in the Work Approach portion of the Technical Proposal. .

3.2.1.1 Participation in Daily Scrums

Designated members of the EMR project team will be required to participate in Daily Scrum meetings, during which the following three questions will be asked of each team member:

1. What did you do yesterday?
2. What will you do today?
3. Are there any impediments in your way?

The Contractor will be required to participate in these Daily Scrums for the purposes of:

- Tracking EMR Project issues
- Evaluating the Scrum session and ensuring the EMR Project Team is completing tasks and action items

- Monitoring EMR Project Progress and
- Assisting with Reporting

3.2.2 Review and Evaluation of EMR Contractor Deliverables

This Service will result from the execution of the Contractor's IV&V Plan. The Contractor must review in detail all deliverables from the EMR Contractor, including those that initiate an EMR Contract deliverable payment, and work with the OMH to assess the quality and acceptability of deliverables. In addition, the Contractor must implement review procedures and provide reports to OMH and the EMR Contractor regarding the recommended acceptance or rejection of deliverables. Deliverables to be reviewed and evaluated include, but are not limited to, those set forth in [Attachment S: OMH EMR Project Deliverables](#).

3.2.3 Project Status Reporting

See: [3.3.4 Weekly, Monthly and Quarterly Project Status Reporting](#)

3.2.4 Monitoring of System Enhancement Requests

Enhancements are defined as additional deliverables and additional functionality that are not present in the EMR RFP, but shall be determined and requested during the EMR project through a process described in the EMR RFP in Section 6. Enhancements.

The OMH and the Contractor will be responsible for reviewing each Enhancement Deliverable and examining whether the proposed hours are reasonable and realistic.

The EMR Contractor will be required to track and submit reports during the performance of the Enhancement showing the actual number of hours per job title used for the reporting period. OMH and the IV&V will review the reported usage to determine the accuracy of the estimated work effort in the Enhancement Request.

Each month, the Contractor shall review all prior month's approved Enhancement Requests for appropriateness and accuracy with OMH.

3.2.5 Monitoring the EMR Contractor's Quality Management Processes

Quality Management Processes are defined as those that oversee the activities and tasks needed to maintain a desired level of excellence. These generally include Quality Planning, Quality Assurance, Quality Control, and Quality Improvement. The EMR Contractor is largely responsible for developing their own Quality Management Processes; the Contractor is required to monitor those processes, validate that they are appropriate, and verifying that they are being

carried out by the EMR Contractor according to specifications. The Contractor is expected to not only identify any areas of deficiency with regard to the EMR Contractor's Quality Management Processes, but also to offer suggestions to remedy those deficiencies.

3.2.6 Monitoring the EMR Contractor's Implementation Processes

This service is a predecessor to the Enterprise Assessment (EA) process, design, development, testing (unit, integration, and regression), pilot and training/implementation tasks. Before the EMR Contractor and OMH EMR Project Team embark on those EMR Project tasks, the Contractor must review any planning documents related to them and validate that the EMR Contractor's approach is expected to yield the desired results.

3.2.7 Participating in EMR Enterprise Assessments

Enterprise Assessments, a deliverable of the EMR Contractor, shall be conducted at each of the OMH EMR Implementation sites, and are described in the EMR RFP in the following sections:

- 4.3.2 Perform Initial Enterprise Assessment
- 4.11.2 Requirements Deliverables (as "Deliverable 14. Enterprise Assessment Plan")

The purpose of an Enterprise Assessment is to evaluate an Implementation Site's technical and organizational readiness for the deployment of the EMR Contractor's Base VistA Solution (in Track 1) or OMH EMR (in Track 2).

The Contractor shall participate in the Enterprise Assessments and base their review of the EMR Contractor's Enterprise Assessment Deliverable(s) on their own observations.

3.2.8 Providing Post-Pilot assessments of the Pilot Training/Implementation processes

The Work Products that will result from this IV&V service are the eight Pilot Assessment Reports described in [3.3.3 Pilot Assessment Reports](#). Each of the two EMR Implementation Tracks begins with pilot implementations at four OMH Locations. The Contractor is required to have staff onsite at each location and provide a Post-Pilot Assessment for each site.

An Implementation Assessment for an EMR Pilot should discuss, at minimum, the:

- Effectiveness of the EMR Training delivered to OMH EMR end-users by the EMR Contractor;
- Areas where the Implementation Process can be improved in terms of speed, accuracy, effectiveness;

- Extent to which the Implementation team achieved “buy-in” from end-users and suggestions for continued improvements in this area

Any other topics that the Contractor deems important in helping to standardize and streamline the EMR Implementation process may also be included.

Once the four Pilot Implementations have been completed, and the Post-Pilot Assessments for a particular Implementation Track have been delivered and reviewed, the OMH will decide whether to proceed with the remaining Track 1 or Track 2 Implementations.

3.2.9 Monitoring and Tracking Knowledge Transfer (“KT”) between the EMR Contractor and the OMH EMR IT Project Team

Knowledge Transfer is defined in the EMR RFP partly as “The exchange of written or electronic information pertaining to the EMR’s usage, maintenance, development, troubleshooting or other relevant system-related concerns. “ This transfer of EMR knowledge from the EMR Contractor’s team to the OMH shall occur throughout the entire EMR project. Per the EMR RFP section 4.7.2 Plan, Design, Build OMH EMR, the Knowledge Transfer should include information on the “daily care and maintenance of the OMH EMR, third-party software, developed software and interfaces” and also include, but not be limited to knowledge of:

- a) Cache
- b) FileMan
- c) ADPAC and CAC
- d) Text Integration Utility (‘TIU’) Template Development
- e) M/Mumps Programming
- f) VistA Programming
- g) VistA API usage
- h) VistA RPC Broker development
- i) Delphi Development
- j) Create, update and maintain all required documentation as outlined in the VistA Document Library.
- k) Prepare and update system documentation.

The Contractor shall ensure that this Knowledge Transfer is occurring and that the OMH will be in a position to operate the EMR independently of the EMR Contractor once the EMR Contract is completed.

3.2.10 Reviewing EMR Contractor Invoices

The Contractor shall review all invoices submitted by the EMR Contractor to verify that work has been performed satisfactorily. As set forth in [3.2.2 Review and Evaluation of EMR Contractor Deliverables](#), the Contractor’s role is to advise the OMH as to whether any EMR Deliverable should be accepted. For any EMR Project invoices that base payment on the acceptance of an EMR Project Deliverable, the OMH shall make the final determination as to whether the EMR

Deliverable is acceptable based on the advice of the Contractor and the OMH's own observations.

3.2.11 Providing Ongoing Risk Management

The Contractor must provide ongoing risk management services to the OMH. These services must include support for project phases. In addition, the services must include, but not be limited to, support in the following areas:

1. Conflict resolution during all project phases;
2. Reviewing and monitoring all project status reports, and investigating and reporting on items that could result in increased risk to the project;
3. Evaluating the impact and probable causes of missed deadlines, identifying corrective actions, developing plans to minimize the impact of missed deadlines, and monitoring the progress of corrective actions; and,
4. Identifying potential risk indicators, such as project activities or events that may cause significant levels of risk to the functioning of the system including all system components.
5. Investigate issues, offer solutions and provide expertise related to insufficient and/or failed EMR deliverables; Provide diagnostic review and corrective action recommendations.

When a risk is identified, the Contractor must provide OMH with a written recommendation that includes mitigation and intervention strategies as part of the IV&V Status Report. OMH must receive immediate notification for any identification of risk to the project.

3.3 Work Products

Several of the Contracted Services, alone and in combination, shall result in the creation of Work Products to be delivered to the OMH as part of the Contractor's performance.

The Work Products that are expected to be developed and executed by the Contractor throughout the Contract Term include but may not be limited to:

1. A **Quality Assurance Plan**; due 30 days after the date of Contract approval by OSC and updated as needed.
2. An **IV&V Plan**, consisting of initial review and evaluation criteria for EMR Contractor deliverables; due 30 days after the date of Contract approval by OSC and updated as needed.
3. Eight (8) individual **Pilot Assessment Reports** (one for each of four Pilot Sites in both Implementation Tracks) upon which the OMH can base a "Go or No-Go" decision to proceed with the remaining implementations. These Work Products are to be delivered at a fixed point in time to be set by the OMH Project Schedule.
4. **Issues, Risk, and Project Status** reports on a weekly, monthly and quarterly basis or as required by OMH;

The Contractor shall be responsible for updating any work products as needed.

The OMH reserves the right to withhold future payment when performance of Contracted Services or deliveries of Work Products are determined to be unacceptable or not delivered on time. The OMH Project Office or its designee can make a determination of non-performance based on their judgment that a Contracted Service or Work Product does not meet the requirements of the service or product; or that a deadline for delivery of a Work Product has not been met. In such cases, a Notice of Deficiency (see: [Attachment U: Notice of Deficiency Memo](#)) will be sent to the Contractor, who will then have an opportunity to take corrective action within a period of time to be determined by the OMH, generally not to exceed five business days.

To demonstrate an understanding of these required Work Products, it will be helpful to reference an outline of the proposed EMR Project work plan, as contained in section 4.0 of the EMR RFP.

3.3.1 Quality Assurance Plan

The Contractor's Quality Assurance (QA) Plan must include a detailed work plan which includes, but is not limited to the following QA activities:

1. Separate tasks for each QA activity and checkpoint;
2. Logical sequence and interdependencies for the OMH EMR Team and the EMR Contractor Team;
3. Resource requirements for all parties;
4. Target completion dates for each task;
5. Identification of and compliance with deadlines and milestones; and,
6. Tasks and activities necessary to support the implementation of issue/problem tracking/resolution and risk management methodologies.

The QA Plan must also describe approaches to monitoring the EMR Contractor's project schedule compliance, the project scope, and the implementation of quality control processes and procedures. In addition, the QA Plan must include the Contractor's approach to the evaluation and control of the quality for all of the EMR Contractor's Project Deliverables.

The Contractor must deliver an initial QA Plan for OMH approval within 30 business days of contract approval by the Office of the State Comptroller (OSC). The QA Plan is a living document, which the Contractor must update as necessary and submit changes to OMH for approval prior to implementing the plan.

3.3.2 IV&V Plan

The initial IV&V Plan, due 30 days after the date of Contract Approval, will describe the process for reviewing all deliverables from the EMR Contractor, including those that initiate an EMR Contract deliverable payment. The Plan, which is subject to any needed updates on a

scheduled or as needed basis, will describe how the Contractor intends to work with the OMH to determine the quality and acceptability of deliverables.

The IV&V Plan should also include any needed reports to be provided to the OMH and the EMR Contractor regarding the recommended acceptance or rejection of deliverables.

Deliverables to be reviewed and evaluated include, but are not limited to, those set forth in [Attachment S: OMH EMR Project Deliverables](#). Additional Deliverables may be added to the EMR Project as a result of accepted Enhancement Requests.

3.3.3 Pilot Assessment Reports

The EMR Contractor is responsible for delivering a total of eight (8) Pilot Assessment reports, one report for each of the four EMR Pilots in each of the two EMR Implementation Tracks. These reports are due one week after each of the Track 1 and Track 2 pilots have been completed. These reports will be used to help determine the feasibility of moving forward with the remaining implementations for that track.

Within the Pilot Assessment Reports, the Contractor is responsible for delivering an independent assessment of the effectiveness of the training given, both pre- and post- Pilot Implementation, for each Pilot Implementation location.

3.3.4 Weekly, Monthly and Quarterly Issues, Risk, and Project Status Reports

The Contractor must attend Status meetings (scheduled and ad hoc) as determined by OMH and by the IV&V Work Plan. The Contractor must prepare Issues, Risk, and Project Status Reports on a weekly, monthly, and quarterly basis.

1. Weekly Risk Status Reporting

The Contractor is responsible for providing a weekly summary of the prior week's daily scrums and identifying any risks and issues that arose.

2. Monthly Status Reporting

The Contractor is required to prepare and submit monthly Status Reports that will cover the status of IV&V tasks and the review and monitoring of the EMR Contractor and OMH EMR project staff tasks.

Status reports on IV&V tasks must include, but are not limited to the following:

1. Project status and stage of completion

2. Accomplishments during the reporting period
3. Problems identified and corresponding resolutions
4. Immediate goals for the next reporting period
5. Issues that need to be addressed
6. Identification and highlighting of schedule slippages, schedule concerns, and recommendations for resolution
7. Current contractor staff assignments, schedules, locations

Status reports on OMH and EMR Contractor tasks must include, but are not limited to, reviews of the following:

1. Operational issues that need to be addressed
2. Identification of any schedule slippage, including effect on payment schedule, and strategy for resolution
3. Corrective action status
4. Risk indicators that are likely to cause significant levels of risk to the functioning of the project (late deliverables, cost overruns, unanticipated events, etc.)
5. Recommended risk mitigation strategies
6. Deviations from the EMR Project Plan and/or RFP requirements

The Contractor must deliver Status Reports to OMH within two business days after the close of the monthly period. The reports will also need to be coordinated with the monthly OMH IT Steering Committee (ITSC) meetings. The Contractor will assist the OMH Project Management Office (PMO) in the Project update at these meetings.

3. Quarterly Status Reporting

The Contractor must deliver written Quarterly IV&V Status Reports to OMH on or before the tenth (10th) business day of the month following the end of each contract year quarter. This document will be the primary tool for reporting to OMH Steering Committee on program matters as well as meeting any requirements for the required external agency reviews.

3.4 Notice of Deficiency

1. All Work Products, materials or other submissions provided by the Contractor must meet the form and content requirements specified by OMH. Such deliverables or other materials are subject to OMH approval;
2. In the event the Contractor fails to submit a Work Product, or if the OMH determines that an IV&V Work Product cannot be accepted, the OMH will issue a Notice of Deficiency. The Contractor will then have a cure period, beginning with the dissemination of the OMH's Notice of Deficiency and lasting for ten (10) business days. If, at the end of the cure period, the Work Product submitted by the Contractor cannot be approved, OMH may, at its sole discretion, deny all or part of the next IV&V Invoice payment and any subsequent payments until the Work Products are acceptable to OMH;
3. In the event the Contractor fails to perform one or more Contracted Services, or if the

OMH determines that the performance of the Contracted Services is unacceptable, the OMH will issue a Notice of Deficiency. The Contractor will then have a cure period, beginning with the dissemination of the OMH's Notice of Deficiency and lasting for ten (10) business days. If, at the end of the cure period, the Contracted Services performed by the Contractor still cannot be approved, OMH may, at its sole discretion, deny all or part of the next IV&V Invoice payment and any subsequent payments until the Contracted Services are acceptable to OMH;

4. The Contractor's work plan must also provide sufficient time (a minimum of ten (10) business days) for OMH review and approval of each Work Product based on the scope of the Work Product;
5. The Contractor must establish project management and reporting standards and communication protocols to be approved by OMH.

4.0 MANDATORY MINIMUM QUALIFICATIONS

The Contractor's firm and staff must meet all mandatory minimum qualifications.

4.1 Mandatory Minimum Firm Qualifications

The Bidder must describe its experience performing the proposed IV&V services. Use [Attachment H: References and Project Abstract Form](#) and [Attachment I: Mandatory Qualifications Detail Forms](#) to furnish the details for each project. The Bidder's Project Abstract should describe the scope of work, methodologies, tools employed, number of personnel involved, the Bidder's role, and the outcome of the project.

The following are the minimum qualifications for award eligibility:

1. The Bidder shall have a minimum of five (5) years total experience providing IV&V services, three of which must be for an EMR implementation. The Bidder is permitted to count any Subcontractor's IV&V experience in meeting this requirement.
2. Of the five years total experience, the OMH requires that the Bidder shall have performed a minimum of two (2) projects, for two (2) different client organizations in the last ten (10) years. One or more of these engagements must have been conducted within the last twenty-four (24) months.
Note: The Bidder may add additional project experiences to meet the five (5) years total experience.
3. The Bidder shall provide, on [Attachment H: References and Project Abstract Form](#) at least two senior management level references on the projects for which the Bidder has provided the proposed services.

4.2 Mandatory Minimum Staff Qualifications

Except for the Project Manager and Quality Assurance Manager positions, OMH does not wish to prescribe the composition or organization of the Contractor Team; however, OMH expects that the Contractor's team to be composed of appropriate technology experts capable of completing the anticipated activities and deliverables outlined in the RFP.

OMH retains the right to approve or disapprove the Contractor's proposed staffing and will evaluate the two key staff based on their qualifications with the most qualified individuals receiving the highest scores. Three references must be provided for each candidate on the form supplied as [Attachment I: Mandatory Qualifications Detail Forms](#)

1. The Contractor shall provide the following certification on each submitted Attachment I: Mandatory Qualifications Detail Form:

"[Name of Contractor] certifies that the individual proposed as [Name of Position] was contacted after the issue date of the solicitation and that this individual has confirmed that they are available for performance."

2. Contingent Hires

If personnel are not currently in the employment of the Contractor, a written agreement from the potential employee to work shall be part of the Technical portion of the bid.

3. Retention Policy

The Contractor shall also clearly describe, in the "Scope of Services and Work Approach" portion of the Technical Proposal, their plan for retention of personnel.

4. Replacement of Key Personnel

No redeployment of any Key Personnel may be made without prior written consent of the OMH. Replacement of such Key Personnel, if approved, shall be with personnel of equal ability and qualifications.

The OMH shall retain the right to reject any of the Contractor's and/or subcontractors' personnel whose qualifications, in the OMH's judgment, do not meet the standards established by the OMH as necessary for the performance of the services. In considering the Contractor's employee's qualifications, the OMH will act reasonably and in good faith.

During the course of the contract, the OMH reserves the right to require the Contractor to reassign or otherwise remove from the project any personnel found unacceptable by the OMH. Such decisions will be made reasonably and in good faith.

The following two key positions must be represented as part of the Bidder's proposed team.

5. Key Personnel Base Work Location Requirement

The OMH may require that the Key Personnel must be present on-site at the EMR Project work site for up to 30 hours per week per Key Staff position. See: [Section 6.6 Financial Proposal \(40 Points\): Project Cost](#).

4.2.1 IV&V Project Manager

The Contractor must provide an on-site manager to oversee and coordinate the activities of this engagement. The IV&V Project Manager must meet the qualifications as required by OMH listed below:

Mandatory Minimum Qualifications:

1. At least three (3) years of experience in managing an EMR Project with similar Scope as defined in the OMH [EMR RFP](#) and/or providing IV&V services for an EMR implementation with similar Scope as defined in the OMH [EMR RFP](#).

2. At least one (1) year of experience managing IV&V services for training, implementation, integration and development services.
3. At least five (5) years experience using an automated project management tool.
4. Proficiency in Word, Excel, PowerPoint, MS Project, MS Visio & Adobe Acrobat.
5. Project Management Professional (PMP) Certification from the Project Management Institute (PMI) or equivalent.
6. Certification as a Certified Scrum Master ("CSM")
7. Bachelor's Degree. Preference in Information Systems, Computer Programming or other similar field or 10 years experience in Project/Program Management.
8. Excellent English language written and verbal communication skills

Preferred Qualifications:

1. Experience in managing shared resources from multiple organizations
2. Internal Controls background

Performance Expectations:

The IV&V Project Manager will perform the following tasks specific to the management of the contract resulting from this RFP, which will herein be referred to as "Project":

1. Function as a key member of OMH Project Management Office, and provide strategic and operational consultation.
2. Be responsible for delegating and managing the activities within the Contractor Project Team, and work closely with direct business partners and vendor teams.
3. Actively participate in the development and delivery of program and quality management services and associated deliverables.
4. Maintain control over the assignments, schedule, and performance of the Contractor's Project Team members.
5. Facilitate sessions to define work breakdown structure and develop a project master schedule with inter-project dependencies.
6. Maintain a project schedule and monitor key milestones for the Contractor within the project's critical path.
7. Manage and report on Contractor project issues, including maintaining the Issues Log.
8. Assess project risk and evaluate the effectiveness of mitigation strategies applied.
9. Produce all project management deliverables including the following:
 - a. Bi-weekly Status Report
 - b. Meeting Summaries as required by the EMR Project Team
10. Attend regular status meetings.

Prepare and present project summary and status reports at steering committee and other meetings on a regular basis at the request of OMH PMO Director and/or EMR Project Director or their designees.

4.2.2 IV&V Quality Assurance Manager

The Contractor will designate one member of its Project Team as IV&V Quality Assurance Manager. The IV&V Quality Assurance Manager must meet the qualifications of the OMH listed below:

Mandatory Minimum Qualifications:

1. At least two (2) years of experience performing EMR quality management services for a project with similar Scope as defined in the OMH [EMR RFP](#).
2. At least six (6) months of experience performing quality management services for training, implementation, integration and development services
3. At least three (3) years direct experience developing, executing and maintaining test documentation for large application systems.
4. At least one (1) year of direct experience developing, executing and maintaining test documentation for large application systems must have been with a public sector organization.
5. At least two (2) years of extensive experience using/configuring an automated testing tool from a functional and technical perspective.
6. At least two (2) years experience developing, writing, and executing detailed test cases, scripts, and scenarios.
7. Bachelor's Degree. Preference in Information Systems, Computer Programming or other similar field or 10 years experience in Quality Assurance Management.
8. Excellent English language written and verbal communication skills

5.0 BID SUBMISSION REQUIREMENTS

5.1 Event Dates

Event	Date
RFP Release Date	Tuesday, 4/24/12
Pre-Bid Conference Call	Monday, 5/7/12
Final Receipt of Questions from potential Bidders:	Thursday, 5/10/12
Questions & Answers posted by OMH	Monday, 5/21/12
Bid Proposal submission or No Bid Reply Form Due Date	Friday, 6/15/12
OMH review of Level 1 and Level 2 mandatory requirements (Pass/Fail) (see RFP Sections 6.8.1 and 6.8.2)	Monday, 6/18/12 through Friday, 6/22/12
OMH notification to Bidders on meeting or not meeting the Pass/Fail Mandatory Experience requirements:	Monday, 6/25/12
<ul style="list-style-type: none"> Disqualified Bidder debriefing request deadline (w/in 5 business days of notification) 	Monday, 7/9/12
<ul style="list-style-type: none"> OMH response (w/in 10 business days of receipt of debriefing request). OMH response time for protests and debriefings may be extended at OMH's discretion if necessary. 	Monday, 7/23/12
OMH Written Technical Proposal Evaluation process (Level 3)	Monday, 6/25/12 through Friday, 7/13/12
1. Technical Proposal Evaluation, Part 1	Monday, 6/25/12 through Friday, 7/13/12
2. Notification of Technical Proposal Evaluation, Part 1 scores	Monday, 7/16/12
OMH Scores Financial Proposals	Monday, 7/16/12 through Friday, 7/20/12
OMH Reference Checks (Level 4)	Monday, 6/25/12 through Friday, 6/29/12
1. Bidder Reference Checks	Monday, 6/25/12 through Friday, 6/29/12
2. Key Staff Reference Checks	Monday, 6/25/12 through Friday, 6/29/12
OMH notification of Bidders disqualified for failed Reference Checks	Friday, 6/29/12
OMH Interviews Key Staff and Account Manager	Monday, 7/9/12 through Friday, 7/13/12
OMH Evaluates Bidder Executive Presentations	Monday, 7/16/12 through Friday,

Event	Date
	7/20/12
OMH selects winning Bidder; Contract negotiations begin	Monday, 7/23/12
Select/Non-Select Letters sent to appropriate Bidders	Monday, 7/23/12
Debriefing Request Deadline (w/in 5 days of Select/Non-Select notification)	Monday, 7/30/12
OMH response (w/in 10 business days)	Monday, 8/13/12
Bid Protest Deadline: OMH must receive no later than 10 business days after date on the Non-Select Letter (6/25/2012) or 5 business days from the date of a completed debriefing:	Monday, 8/6/12 (non-select +10) or Monday, 8/6/12 (debriefing +5)
OMH response to Bid Protests. (OMH response time for protests and debriefings may be extended at OMH's discretion if necessary.)	Monday, 8/27/12
1. Contract packet to Control Agencies for approval: <ul style="list-style-type: none"> • Dept of Law/Attorney General Office (10 days average) • Office of State Comptroller (up to 90 days by statute) 	
Anticipated Contract Start/End Dates:	Monday, 12/3/12

5-1 IV&V for EMR Event Dates

5.2 General

For the purposes of evaluation, each proposal must be submitted in two (2) separate parts:

- Part I shall consist of the Technical Proposal.
- Part II is the Financial Proposal.

Each part of the bid must be complete in itself in order that the evaluation of all parts can be accomplished independently and concurrently, and the Technical Proposal can be evaluated strictly on the basis of its merits. Cost information is **not** to be included in the Part I Proposal. Furthermore, Technical information is **not** to be included in the Part II Proposal.

In order to promote uniformity of preparation and to facilitate review, bids must be printed on standard 8½ by 11-inch white paper and be organized in accordance with the format set forth in this RFP. Bid text shall be 11 point font or larger, except where necessitated for readability of tables, figures, schedules, or special graphics. 12 point fonts are preferred. Please avoid printing schedules using fonts smaller than 8 point. Illustrations that support the text must be simple and direct and must be sized to fit on 8 ½ by 11-inch paper. Illustrations and photographs must be reproducible in black and white without obscuring their distinctive information. Double sided printing is not allowed. Color printing is allowed.

5.3 Binding Offer

The submission of a bid constitutes a binding offer to perform said services. Such binding offer shall be firm and not revocable for a period of 120 days after the deadline for bid submission and will continue thereafter until the Successful Offeror notifies OMH otherwise, in writing. Such deadline may be further extended by mutual agreement.

5.4 Technical Proposal Mandatory Requirements

All Bidders, in order for their Bid Proposal to be considered for award, must submit a Technical Proposal using the following format (there is no page limit unless otherwise indicated):

- 1) [Attachment A](#): Label for Technical Proposal. Use the Technical Proposal Submission Label.
- 2) [Attachment B](#): Proposal Cover Sheet
- 3) **Bid Confidentiality/ FOIL Letter** if applicable (see [Section 5.7.5: Bid Confidentiality/FOIL](#))
- 4) **Assurance of No Conflict of Interest or Detrimental Effect Letter** (see: [Section 5.7.6: Assurance of No Conflict of Interest or Detrimental Effect](#) for Bidder and all proposed subcontractors
- 5) The **Technical Proposal** should follow the format listed below (Maximum of 100 pages, excluding resumes, appendices, and attachments:
 - a) **Title Page** Include the name and address of the proposing organization. Include:
 - i) the name, e-mail address and phone number of a contact person
 - ii) the name of the person(s) who prepared the proposal
 - iii) the name of the person that is officially authorized to negotiate with the OMH on the Bidder's behalf.
 - b) **Table of Contents**
 - c) **Executive Summary**

Provide a brief description of the proposed approach and work effort. Confidential and proprietary information should also be identified and addressed in this section.

d) **Project Purpose**

State the purpose of the IV&V Project in a manner that articulates and aligns with the objectives outlined in this RFP.

e) **Scope of Services and Work Approach (35 Points)**

Using the description from section [3.0 Scope of Work](#) as a guide, provide a draft detailed scope of services approach which describes, for each of the four selected categories of services

below, the tasks to be performed by Key Staff (estimating hours when possible) and when. When applicable, describe tools and/or standards to be utilized; include examples of where they have been used successfully in the past.

i) Review and Evaluation of EMR Contractor Deliverables

Refer to [Attachment S: OMH EMR Project Deliverables](#) and describe the proposed approach for validating each of the ten categories of EMR Deliverables (i.e., Project Management, Requirements, Design, etc.)

ii) Monitoring of System Enhancement Requests

Refer to Section 6. Enhancements of the EMR RFP and describe the proposed approach for validating whether the proposed hours for each job category (as listed in EMR RFP Attachment O) are reasonable and realistic

iii) Monitoring the EMR Contractor's Quality Management Processes (refer to [Section 3.2.5](#))

Describe the proposed approach to monitor the processes, validate that they are appropriate, and verify that they are being carried out according to specifications. Propose an approach for identifying any areas of deficiency and offering suggestions on how to remedy those deficiencies.

iv) Providing Ongoing Risk Management

Propose an approach to identify, assess, and prioritize risks by coordinating and applying resources to minimize, monitor, and control the probability and/or impact of adverse events or maximize the realization of opportunities.

v) Methodologies

Include a written summary of the following Methodologies (the Bidder may respond with a description of commonly known (e.g., PMI, Prince2 for Project Management or, for Quality Management, ISO 9004 or Six Sigma), or the Bidder's own Methodology, provided the procedures employed within the Methodology are articulated).

- **Quality Management Methodology**, to include Quality Control and Quality Assurance Methodologies. The Contractor will collaborate with the EMR Contractor to plan, perform and provide OMH with periodic Quality Metric findings from Quality Assurance activities, including:
 - Review (in consultation with the OMH and subject to OMH review and approval) User Acceptance Test (UAT) scripts to ensure that the OMH's business, functional and technical requirements for the OMH EMR are met. (The OMH UAT team shall execute the UAT scripts and confirm defect remediation.)

- Collaborate with OMH and EMR Contractor to conduct Quality Audits, defined as “periodic, independent, and documented examination and verification of activities, records, processes, and other elements of a quality system to determine their conformity with the requirements.”
- **Project Management/Data Governance Methodology.**
 - Explain the Bidder's methods for planning, organizing, securing, and managing resources (e.g. staff, software, hardware, etc.) to accomplish the objectives of the IV&V for the EMR project.
 - Describe processes that would ensure that important data assets are formally managed throughout the enterprise as they would relate to the needs of a mental healthcare provider.
- **Issue/Problem Tracking/Resolution Methodology**
- **Risk Management Methodology**

Definitions for the above methodologies are provided in [Exhibit 1 – IV&V for EMR Glossary](#).

The Bidder may suggest and defend alternative tasks which could improve the ability of the IV&V Contractor to meet its objectives.

The OMH wants to allow maximum flexibility for the inclusion and consideration of ideas, initiative and creativity of the Bidder. Alternative tasks and suggestions are encouraged, must be fully documented and defended, and will be reviewed within the framework of the stated purpose and scope of services for the project (As set forth in [Section 1.1 Purpose and Section 3.0 Scope of Work](#)). Fully explain and justify the approach for the alternative tasks.

vi) Issues and Objectives Narrative Description

An effective response will demonstrate the Bidder's understanding of the Issues and Objectives of the IV&V for EMR project.

Issues can be defined as “problems” or “unmet opportunities”. Provide a discussion on the important issues involved in providing IV&V services for the EMR implementation effort, particularly in the context of a Behavioral Health setting. Include a discussion on any anticipated obstacles that may arise, and one or more possible approaches for addressing these obstacles. Include enough substantive discussion to demonstrate an understanding of the project objectives as set forth in [3.0 Scope of Work](#).

Objectives are specific statements of how a goal will be reached and should help explain why a specific activity has been chosen.

vii) Draft IV&V Project Plan

Refer to the EMR RFP section 4.2 Proposed Work Approach, and the EMR RFP Figure 4-2 Proposed Timeline to:

- (1) Develop a high level IV&V Project Plan that demonstrates competency in Project Management methodology.

- (2) Propose how dates for IV&V activities should coincide with the anticipated EMR Project work approach and timeline
- (3) Include a high-level schedule or Gantt chart that incorporates the IV&V tasks and indicates which Key Staff Positions will perform them.

viii) Key Staff Retention Plan

Provide a plan for the retention of Key Staff during the execution of project work.

- 6) Include **resumes** for both Key Staff positions (Projector Manager and Quality Assurance Manager) (including any subcontractors)
- 7) [Attachment H](#): References and Project Abstract Form
- 8) [Attachment I](#): Mandatory Qualifications Forms for Bidder and both of the Key Personnel for a total of three forms. Provide the names, addresses, contact names, e-mail addresses, and years of experience that relate to the experience listed in [4.2 Mandatory Minimum Staff Qualifications](#).
- 9) [Attachment O](#): Bidder's Key Staff Certification

If subcontractors are to be used, explain the specific need for the expertise and describe the arrangements. Describe the level of interaction contemplated with the OMH, and fully describe how the prime Consultant shall manage and ensure all work assigned to subcontractors.

- 10) [Attachment Q](#): IV&V for EMR Key Staff Roster

5.5 Financial Proposal Mandatory Requirements

The Financial Proposal must include:

1. [Attachment A](#): Label for Financial Proposal
2. Contain one (1) original and one (1) copy of
[Attachment C](#): Proposal Cost Statement. Attachment C will provide the basis for the Bidder's Financial Score.
3. Contain one (1) original and one (1) copy of the following:
 1. [Attachment D](#): Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles
 2. [Attachment E](#): Vendor Responsibility Questionnaire Certification
 3. [Attachment F](#): Non-Collusive Bidding Certification
 4. [Attachments J1](#) and [J2](#): Procurement Lobbying forms
 5. [Attachment K](#): Employment Opportunity Policy Statement
 6. [Attachment L](#) and/or [M](#): MWBE Requirements

7. [Attachment N](#): New York State Department of Taxation and Finance ST-220-CA Contractor Certification to Covered Agency
8. [Attachment P](#): Form A
9. [Attachment R](#): Anti-Discrimination and Prohibition of Participation in an International Boycott
10. **Form CE-200, or C-105.2 or U-26.3, or SI-12 or GSI-105.2** submitted to show compliance with New York State Disability Benefits Insurance requirements
11. **Form CE-200 or DB-120.1 or DB-155** submitted to show proof of coverage of New York State Worker Compensation & Disability Benefits
12. Any other forms required to be submitted pursuant to the RFP

Failure to include any of the above forms may result in a determination that the Bidder is non-responsive.

4. Have the Company Name written on the FINANCIAL Proposal package.
5. The Financial Proposal must be separately sealed and inserted into the MAIN PROPOSAL package.

5.6 Submission Procedures

5.6.1 Minimum RFP Responsiveness

Any firm that does not provide all of the required forms and Bid Documents by the RFP deadline may, at the OMH's discretion, be determined to be non-responsive and be eliminated from the selection process before they are technically evaluated. Required forms and Bid documents are listed in:

1. [5.4 Technical Proposal Mandatory Requirements](#).
2. [5.5 Financial Proposal Mandatory Requirements](#).

5.6.2 Bid Submission

The Bid shall consist of a Technical Proposal and a Financial Proposal. The OMH has provided Checklists for each of these Proposals as [Attachment T: Checklist for Bid Submission](#).

The Bid must be received by the OMH Consolidated Business Office by Friday, 6/1/12.

The **Bid Envelope Label**, included in this RFP as the Proposal Submission Label in [Attachment A: Labels for Proposal Envelopes](#) should be affixed to the exterior of a mailing package containing the Bid and shall serve as part of the mailing label. The agency assumes no responsibility for delivery delays and will not consider Bids arriving after the Bid Due Date and Time. **OMH will not accept Bids submitted by facsimile or by email.**

Bids must be mailed or delivered to:

Agency: Office of Mental Health (OMH)
Address: Consolidated Business Office (CBO)
Procurement Unit
75 New Scotland Avenue,

Albany, New York 12203

Attention: Bid # C009990 IV&V for EMR

If you cannot Bid for this solicitation, please return the **No Bid Reply Form/Attachment G** no later than the Bid Due Date.

Bids that are illegible, incomplete or that contain any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for in the solicitation may be rejected. All costs associated with preparation of Bids are the responsibility of the Bidders. Bidders may modify, in writing, the content of any bid at any time prior to the Bid Due Date and Time. Bids may be withdrawn or canceled before the Bid Due Date and Time.

Note: The original, printed and electronic copies must all be exactly the same in format and content. In the event of a difference, the original printed version will prevail.

- a. The **Technical Proposal** includes one unbound original proposal, 1 bound copy and 1 electronic copy (CD, DVD, or USB Thumb Drive) in Microsoft Office or Adobe Acrobat format.
- b. The **Financial Proposal** includes the completed and signed [Attachment C: Proposal Cost Statement](#) and [Attachment P: Form A](#). The proposal shall be signed by an official authorized to bind the offeror. Both forms should be sealed together in a separate envelope and placed in the envelope/box that will contain the Technical Proposal.

See [ATTACHMENT T: Checklist for Bid Submission](#) and **Appendix D of OMH Boilerplate for further understanding of what should be included in the bid.** No bid will be considered if received after the Bid Due Date and Time.

5.6.3 Determination/Method of Award

The contract will be awarded to the bid that will best promote the public interest and that demonstrates the Best Value among those bids determined to be responsive based on the review and evaluation of the bids. Best Value means that the bid(s) which "optimizes quality, cost, and efficiency among the responsible and responsive bidders" shall be selected for award (State Finance Law, Article 11, Section 163). The bid which meets the mandatory requirements and receives the highest overall combined score based on the Technical Proposal score plus the Financial Proposal score will be determined to be the "Best Value" bid. OMH reserves the right to seek clarifications, evaluate and/or reject all bids, in whole or in part, and to waive or modify technicalities, irregularities, and omissions, or to solicit new bids if, in the agency's judgment, the best interest of the State will be served. Following Contractor selections and prior to signing a contract, OMH reserves the right to further negotiate cost or other specifics. **For detailed explanation, see: [6.8 Evaluation Procedure](#).**

In the case of a tie between two or more Bidders, OMH shall select the Bid from the tied Bidders with the lowest cost.

5.7 Legal Requirements for Bid

5.7.1 New York State Worker Compensation & Disability Benefits Insurance Requirements

5.7.1.1 Workers Compensation Requirement

Section 57 of the New York State Workers Compensation Law (WCL) requires that State and municipal entities prior to entering into a contract must ensure that the contractor applying for that contract has appropriate New York State workers compensation insurance coverage. Therefore, as part of the bid submission provide one of the following forms in order to meet this requirement. **Failure to submit one of these forms may result in rejection of the bid.**

- 1) CE-200 Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required:

Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, <http://www.wcb.ny.gov/>, under the heading "Forms." Applicants filling electronically are able to print a finished Form CE-200 immediately upon, completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200.

OR

- 2) C-105.2 Certificate of Workers' Compensation Insurance (the contractors insurance carrier provides this form) **PLEASE NOTE:** The New York State Insurance Fund provides its own version of this form, the U-26.3;

OR

- 3) SI-12 Certificate of Workers' Compensation Self-Insurance (To obtain this form the contractor needs to call the New York State Workers' Compensation Board, Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self- Insurance (The Contractors Group Self-Insurer will provide this form).

5.7.1.2 Disability Benefit Insurance Requirement

Section 220(8) of the New York State Workers' Compensation Law (WCL) requires that State and municipal entities prior to entering into a contract must ensure that the contractor applying for that contract has appropriate New York State disability benefits insurance. All bidders as part of their bid submission must submit one of the following forms in order to meet this requirement. **Failure to provide one of these forms may result in disqualification of the bid.**

- 1) CE-200 Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers Compensation And/Or Disability Benefits Insurance Coverage Is Not Required:

Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, <http://www.wcb.ny.gov/>, under the heading "Forms." Applicants filling electronically are able to print a finished Form CE-200 immediately upon, completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200.

OR

- 2) DB-120.1 Certificate of Disability Benefits Insurance (the contractors insurance carrier provides this form);

OR

- 3) DB-155 Certificate of Disability Benefits Self-Insurance (To obtain this form the contractor needs to call the New York State Workers Compensation Board's Self-Insurance Office at 518-402-0247).

5.7.2 MWBE Requirements

5.7.2.1 General Provisions

- A. OMH 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 OMH (the "AGENCY"), to fully comply and cooperate with OMH 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.

5.7.2.2 Contract Goals

A. For purposes of this procurement, OMH hereby establishes the following MWBE Goals:

- **Minority and Women-Owned Business Enterprises (“MWBE”) participation: 50%**

The 50% total participation may be comprised of:

- **Minority-Owned Business Enterprises (“MBE”) participation: 50% AND/OR**
- **Women-Owned Business Enterprises (“WBE”) participation: 50%**

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof (found in [ATTACHMENT V: Contract Documents](#)), 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 OMH for liquidated or other appropriate damages, as set forth herein.

5.7.2.3 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 OMH within seventy two (72) hours after the date of the notice by OMH to award the Contract to the Contractor.
 3. If Contractor or Subcontractor does not have an existing EEO policy statement, it must submit the model statement in Attachment K – 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. Attachment K-2 - 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. 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 OMH 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.

5.7.2.4 MWBE Utilization Plan-Attachment L

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan in Attachment L 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, OMH shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5.7.2.5 Waivers

- A. For Waiver Requests Contractor should use Attachment M – 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 OMH shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the OMH, 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 OMH 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.

**5.7.2.6 Quarterly MWBE Contractor Compliance Report-
Appendix A-2**

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Appendix A-2) to the OMH by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

5.7.2.7 Liquidated Damages - MWBE Participation

- A. Where OMH 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 OMH 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 OMH, Contractor shall pay such liquidated damages to the OMH within sixty (60) days after they are assessed by the OMH 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 OMH.

ATTACHMENT A-2

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

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered for the Office of Mental Health (OMH) at 44 Holland Avenue, Albany, NY.

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 OMH 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 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

ATTACHMENT A-2

the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

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

responsible for administering the Minority and Women-Owned Business Enterprises- Equal
Employment

M/WBE Contract Goals

50 % Minority and Women’s Business Enterprise Participation comprised of:

50 % Minority Business Enterprise Participation OR

50 % Women’s Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

5.7.3 Procurement Lobbying Law

Filing the two required forms (Offeror’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b) and Offeror Disclosure of Prior Non-Responsibility Determinations) is mandatory for all consultants in order to be considered for contract award. (See [Attachment J](#)).

J1: http://www.omh.ny.gov/omhweb/procurementguidelines/Proc_lob_i1.pdf

J2: http://www.omh.ny.gov/omhweb/procurementguidelines/Proc_lob_i2.pdf

The completed PLL forms must be submitted as part of the Financial Proposal package even if they were provided to the Agency during the RFP question period.

5.7.4 Reserved Rights

All bids, upon submission to the OMH, shall become its property for use as deemed appropriate. By submitting a bid, the offeror covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information.

The OMH has the following prerogatives with regard to bids submitted:

- a) Withdraw the RFP at any time, at its sole discretion;
- b) Disqualify any bidder whose conduct and/or bid submission fails to conform to the requirement of the RFP;
- c) Seek clarifications and revisions of RFP;
- d) Use bid 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 OMH's request for clarifying information in the course of evaluation and/or selection under this RFP.
- e) Prior to the bid opening, amend RFP specifications to correct errors or oversights, or to supply additional information as it becomes available;
- f) Change any of the scheduled dates stated herein;
- g) Conduct contract negotiations with the next responsible bidder should the OMH be unsuccessful in negotiating with the selected bidder within 15 business days from notification of selection for award. This is to include completion of all required documents and signature of the contract.
- h) Adjust or correct cost or cost figures with concurrence of the offeror if mathematical or typographical errors exist;
- i) Wave requirements or amend this RFP upon notification to all offerors. Mandatory requirements may be eliminated if unmet by all offerors.

- j) Reject any or all bids received in response to this RFP.
- k) Make an award under this RFP in whole or in part.
- l) Prior to the bid opening, direct bidders to submit bid modifications addressing subsequent amendments/modifications to this RFP.
- m) Eliminate any mandatory, non-material specifications that cannot be complied with by any of the prospective bidders, and waive any requirement of this RFP that are not material.
- n) Negotiate with the successful bidder within the scope of this RFP, in the best interests of the State.
- o) Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offeror's bid and/or to determine an offeror's compliance with the requirements of the solicitation.
- p) Utilize any and all ideas submitted in the bids received.
- q) To negotiate modifications to the scope, fee and contract terms with the selected offeror prior to contract award only if such is in the best interest of the State.

<Optional> Any contract entered into pursuant to an award of this solicitation shall contain a provision which grants the option to extend the terms and conditions of such contract to any other State agency in New York. However, any response to this solicitation shall be based solely on the purpose of this solicitation and shall not factor in the possibility that this contract may, in the future, be applicable to other State agencies. Please be advised that any award made pursuant to this solicitation shall be based on the specific requirements of this solicitation only.

5.7.5 Bid Confidentiality/FOIL

The OMH will protect confidential and proprietary information from disclosure to the extent permitted by the Freedom of Information Law ("FOIL"), Article 6 of the Public Officers Law. If an offeror believes information included in their bid is confidential and proprietary, they should identify those page(s) of their bid which contain such information as "confidential and proprietary". Additionally, the offeror needs to explain the reason(s) why this information should be considered exempt from public disclosure under FOIL. The identification of pages and the reasons for exemption should be included in the Technical Proposal. (See: [5.4 Technical Proposal Mandatory Requirements](#))

5.7.6 Assurance of No Conflict of Interest or Detrimental Effect

Any firm offering to provide Services pursuant to this procurement, as a Contractor, joint venture Contractor, or Subcontractor, must attest that its performance of the Services outlined in this procurement does not and will not create a conflict of interest with nor position the firm to breach any other Contract currently in force with the State of New York. Furthermore, the firm must attest that it will not act in any manner that is detrimental to any State project on which the firm is rendering Services. Specifically, each firm must submit with its proposal a letter, signed by an authorized executive or legal representative, attesting that:

1. The fulfillment of obligations by the firm, as proposed in the response, does not violate any existing Contracts or agreements between the firm and the State;
2. The fulfillment of obligations by the firm, as proposed in the response, does not or will not create any conflict of interest, or perception thereof, with any current role or responsibility the firm has with regard to any existing Contracts or agreements between the firm and the State;
3. The fulfillment of obligations by the firm, as proposed in the response, does not and will not compromise the firm's ability to carry out its obligations under any existing Contracts between the firm and the State;
4. The fulfillment of any other contractual obligations that the firm has with the State will not affect or influence its ability to perform under any Contract with the State resulting from this procurement;
5. During the negotiation and execution of any Contract resulting from this procurement, the firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole, including but not limited to, any action or decision to divert resources from one State project to another; and,
6. In fulfilling obligations under each of its State Contracts, including any Contract which results from this procurement, the firm will act in accordance with the terms of each of its State Contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including but not limited to, any action or decision to divert resources from one State project to another.

The State reserves the right to approve assignment of Subcontractors in advance. The State reserves the right to challenge any Bidder -- either prime or Subcontractor -- regarding its attestation to ensure a complete understanding of the firm's position and plans to comply with these requirements. Acceptance by the State of the attestation(s) of any firm(s) involved is required for a proposal to be evaluated. Should any Contractor fail to satisfy the State that the assurances made are valid; the proposal in which the Contractor is participating will not be given further consideration.

Any Subcontractors proposed during the engagement will also be required to submit an Assurances of No Conflict of Interest of Detrimental Effect attestation.

5.7.7 Consultant Disclosure Legislation

In 2006 the NYS State Finance Law was amended to require State contractors who provide

consulting services to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any subcontracts with the State contractor. Under this law consulting services contracts have been defined as any contract entered into by a State Agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

[Attachment P: Consulting Form A](#). All Bidders shall complete and submit this form in response to this procurement as part of the bid packet. The purpose this form is to capture the necessary planned employment information **prospectively from the start date of the contract through the end of the contract term.**

5.7.8 Ethics

All Bidders/contractors, subcontractors and their employees must comply with the requirements of New York State law, including statutes, codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees, including but not limited to the post-employment restrictions of the Public Officers Law Section 73, which bars a former State employee from any appearance or practice before the employee's former agency for a period of two years. Failure to comply with those provisions may result in disqualification from the Bidding process, termination of the Contract resulting from this RFP, and/or other civil or criminal proceedings as required by law.

5.7.9 Contractor's Agreement to Boilerplate and Other Required Contract Provisions

The OMH Contract boilerplate template and other Contract provisions are set forth in RFP **Section 8 "Contract Boilerplate."** Certain terms of the Contract may be negotiated during Contract negotiations with the Successful Bidder.

5.7.9.1 Agreement to Terms and Conditions

By submitting a Proposal, each Bidder is agreeing that: (a) the RFP and its Proposal are subject to the terms and conditions of the attached Boilerplate Agreement (see: ATTACHMENT V), as well as the terms and conditions set forth in 8.2 below; and (b) the final Agreement between Bidder and OMH that results from the RFP shall contain the terms and conditions set forth in the Boilerplate as well as those set forth in 8.2 below, or terms and conditions substantially the same as all such terms and conditions. No term or condition may be so substantially changed as to affect a material requirement of the RFP. Both parties agree to negotiate in good faith.

5.7.9.2 Additional Terms and Conditions

Section 8.2 contains certain terms and conditions which OMH deems essential to this Agreement and which shall be incorporated into the final Agreement in substantially the form set forth therein. Such terms and conditions are not exhaustive. OMH reserves the right to negotiate or require such additional terms and conditions as may be necessary to achieve the objectives of the procurement.

6.0 CRITERIA FOR EVALUATION OF BIDS

6.1 General

Bids will be evaluated by the OMH using a Best Value Method evaluation process with technical and cost criteria considerations described below. Technical considerations are of greater importance than cost considerations; however, cost is a significant factor in the evaluation of bids.

Technical Proposals will be scored based on:

- the information provided under [6.3 Technical Proposal Part 1 \(35 Points\)](#) in accordance with the pre-established criteria listed in Section 6.3 below.
- the information provided under [6.5 Technical Proposal Part 2: Key Staff Interviews \(15 Points\)](#).
- the information provided under [6.7 Technical Proposal Part 3: Executive Presentation \(10 Points\)](#) (only for Bidders who are not disqualified in Evaluation Levels 1 through 6. See: [6.8 Evaluation Procedure](#).)

Financial Proposals will be scored based on the proposed Cost information submitted on [Attachment C: Proposal Cost Statement](#) as described in [6.8.6 Level 6 – Financial Proposal Evaluation \(40 Points\)](#).

Technical Proposal evaluation will be accomplished by a representative committee comprised, as appropriate, of technical, program and management subject matter experts. Committee members will independently judge each bid's degree of responsiveness to the RFP's specifications. The committee shall then meet as a group to discuss the bids collectively. Evaluators will be allowed to revise scores on the basis of the committee's discussions.

Proposers responding to this RFP may be requested to clarify issues or provide additional insights into their bid through written clarifications. If written clarifications are required to complete the technical or financial evaluation of bids, evaluators will be allowed to revise their technical findings and scores based on this additional information.

The Office of Mental Health reserves the right to ask clarifying questions regarding each Financial Proposal. The OMH may make any necessary adjustments to Financial Proposal scores based upon answers to any Financial Proposal clarification questions. Furthermore, the OMH reserves the right to request Best and Final Offers from firms that are determined to be acceptable for contract award.

An award shall be made to the offeror whose bid receives the highest total score after considering all Technical and Financial evaluation factors, including any clarifications and Best and Final Offers as requested.

Note: In the event two or more bids are found to be "substantially equivalent", the Office of

Mental Health reserves the right to award the contract under the terms of State Finance Law §163 (10)(a).

6.2 Administrative Review

It is the OMH's sole discretionary determination as to whether a bid is complete, responsive, and accurate (see: [5.6.1 Minimum RFP Responsiveness](#)). Bids which do not meet the mandatory specifications in the Minimum RFP Responsiveness section may be deemed non-responsive by the OMH and may not be considered further.

6.3 Technical Proposal Part 1 (35 Points)

The Technical Proposal Part 1 Evaluation will be organized into two (2) categories:

1. Qualifiers (Pass/Fail) – This is a Pass/Fail Category in which the Contractor must meet minimum evaluation criteria to receive a passing grade. Failure to do so will result in disqualification. The qualifying criteria are as follows:
 - a. Firm Qualifications (see: Section [4.1 Mandatory Minimum Firm Qualifications](#))
 - b. Staff Qualifications (see: Section [4.2 Mandatory Minimum Staff Qualifications](#))

2. Quantifiers: (35 Points) – Contractors who meet the minimum qualifying criteria will be scored and rated on their Scope and Services and Work Approach, as set forth in section [5.4 Technical Proposal Mandatory Requirements](#) #5e, items i through viii.

Each Bidder's Technical Proposal Part 1 will be independently evaluated with the highest score awarded the maximum available points (35 points). All other bids will be prorated using the following formula:

Bidder's Technical Proposal Part 1 Score / Highest Technical Proposal Part 1 Score * 35 =
Normalized Technical Proposal Part 1 Score (rounded to two decimal places)

Formula	Sample Bid 1	Sample Bid 2	Sample Bid 3
Bidder's Technical Proposal Part 1 Score	33	30	27
Divided by Highest Technical Proposal Part 1 Score	33	33	33
Times Maximum Points Available	35	35	35
= Normalized Technical Proposal Part 1 Score	35	31.82	28.64

6.4 Firm and Key Staff Reference Checks

Firm and Key Staff Reference Checks will be performed for each bidder who receives at least 21 of the total 35 points (i.e., at least 60% of the points available from the Technical Proposal Part 1 evaluation.)

6.5 Technical Proposal Part 2: Key Staff Interviews (15 Points)

For all Bidders who pass the Firm and Key Staff Reference Checks, the two proposed Key Staff candidates will be required to meet with the Evaluation Team for interviews.

A maximum of 9 Points are available for the IV&V Project Manager interview, and a maximum of 6 points are available for the IV&V Quality Assurance Manager interview. The combined maximum score for both interviews shall be 15 points.

Interviews will be evaluated on three levels:

1. Responses to Interview Questions (a maximum of 7 points for the IV&V Project Manager interview and a maximum of 4 points for the IV&V Quality Assurance Manager interview)
2. Oral Communication Skills (1 point for each Key Staff member interviewed)
3. Written Communication Skills (1 point for each Key Staff member interviewed)

6.6 Financial Proposal (40 Points): Project Cost

The OMH **anticipates, but does not guarantee**, the need for up to 12,000 hours of IV&V services throughout the life of the IV&V for EMR Contract. This figure was calculated based on the OMH's requirement that the Contractor begin on or before the EMR Project start date and provide IV&V services through the end of the EMR Track 2 Pilot Implementations and several additional OMH EMR rollouts.

Figure 4-2 Proposed Timeline of the EMR RFP shows that the OMH expects to be in the middle of the Track 2 "Rollouts" (defined as "post-pilot OMH EMR Implementations") at the end of Year 4 of the EMR Project.

$$\begin{aligned} 2 \text{ Key Staff at } 30 \text{ Hours/Week each} &= 60 \text{ Hours/week} \\ 60 \text{ Hours/week} * 50 \text{ weeks/year} * 4 \text{ Years} &= 12,000 \text{ Hours} \end{aligned}$$

For the purpose of evaluating a Bidder's Financial Proposal, the OMH assumes that the hours shall be allotted equally between the two Key Staff positions. Therefore, "Total Cost" shall be defined as "The sum of the IV&V Project Manager's hourly rate times 6,000 hours plus the IV&V Quality Assurance Manager's hourly rate times 6,000 Hours", as calculated and submitted in the "Total Cost" field of [Attachment C: Proposal Cost Statement](#). This shall be considered an estimated, not-to-exceed cost, and the actual project cost may be less should the OMH not require the full 12,000 hours of Contracted Services. The 30 hours/week for each Key Staff member are at the sole discretion of the OMH and may be reduced. The OMH will give two weeks' notice of such reductions.

Costs will be independently evaluated with the lowest cost awarded the maximum available points (40 points). All other bids will be prorated using the following formula:

$\text{Lowest Total Cost Submitted} / \text{Bidder's Total Cost} * 40 = \text{Financial Proposal Points to Award}$
(rounded to two decimal places)

(The following example is for illustration purposes and is not intended to convey an acceptable range of possible Total Costs.)

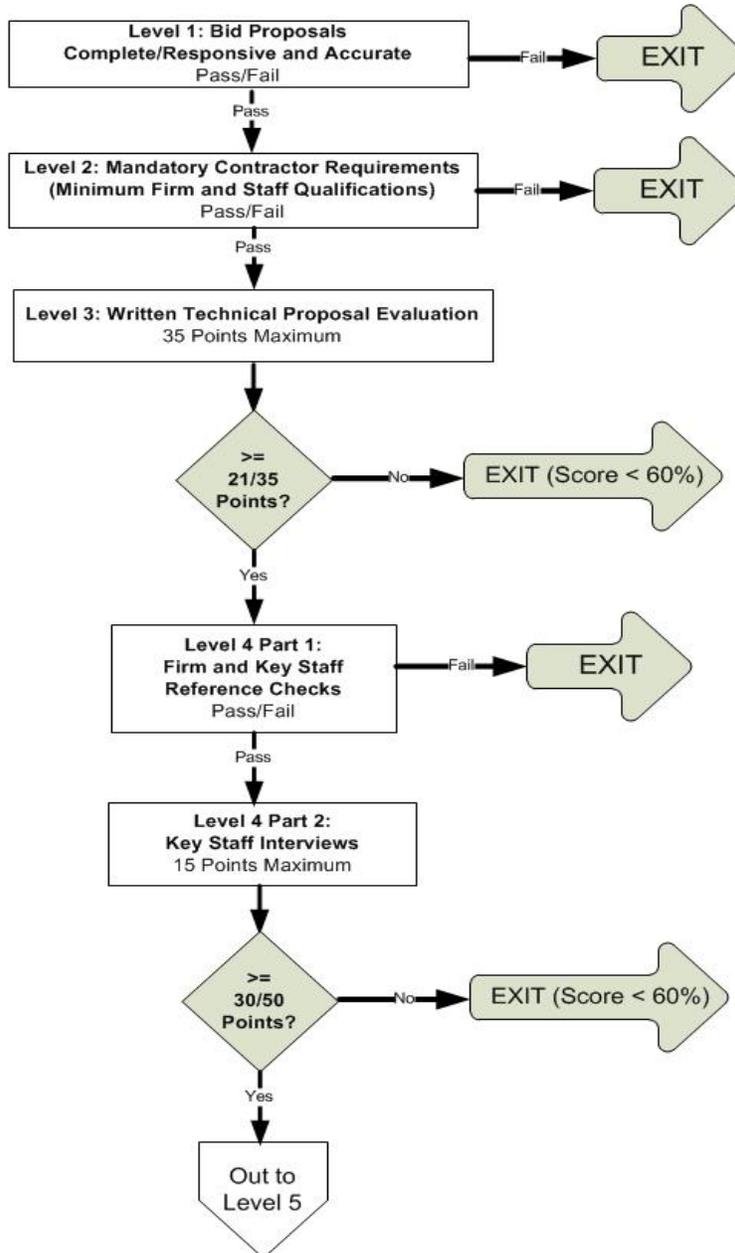
Formula	Sample Bid 1	Sample Bid 2	Sample Bid 3
Lowest Total Cost submitted	\$1M	\$1M	\$1M
Divided by Bidder's Total Cost	\$1M	\$1.6M	\$2.1M
Times Maximum Possible Financial Proposal Points (40)	40	40	40
Financial Proposal Points to Award	40	25	19.05

6.7 Technical Proposal Part 3: Executive Presentation (10 Points)

The top three (3) bids within 10 points of the top score (combined Technical Proposal Parts 1 and 2 score and Financial Proposal score) will qualify for the Technical Proposal Part 3: Executive Presentation requirement of the RFP. Each Contractor will be required to deliver a presentation of up to 60 minutes to representatives of the EMR steering committee and the EMR Admin/Fiscal/Quality committee.

This presentation will focus on the Bidder's experience, strategy, and overall approach to providing the services required of the IV & V Project. The experience and strategy portions of the presentation should include discussions of both successful and unsuccessful outcomes and any corrective action steps taken. Key executive personnel will be required to attend; this allows the executive staff of OMH to assess the overall management direction of the Contractor and its ability to successfully provide the services outlined in this RFP.

6.8 Evaluation Procedure



6-1 RFP Evaluation Process, Levels 1 through 5

The evaluation process will consist of the following steps:

6.8.1 Level 1 – Complete, Responsive and Accurate (Pass/Fail):

- A. Bids will be received and opened by the OMH Consolidated Business Office. Bids will be separated into the Technical Proposal and the Financial Proposal. The Technical Proposal section will be forwarded to the CIT contract administrator for distribution to the Technical Proposal evaluation team. The Financial Proposal will be forwarded to the Financial Proposal evaluation team.
- B. Review of Proposals for Completeness and Accuracy:
The OMH will conduct a pre-screening of each proposal received by the deadline to ensure all contents have been submitted in accordance with the minimum proposal responsiveness requirements as specified in this RFP. Proposals received after the deadline shall be returned to sender unopened (and shall not be considered at all). It is the OMH's sole discretionary determination as to whether a proposal is complete (reference "Minimum RFP Responsiveness" RFP Section 2.3) Proposals which do not meet the mandatory specifications in the Minimum RFP Responsiveness section may be deemed non-responsive by the OMH and may not be considered further.

The Bid Submission forms will be reviewed to ensure their calculations are accurate.

6.8.2 Level 2 – Mandatory Requirements (Pass/Fail):

- C. Review of the Bidder's Mandatory Requirements Compliance:

The [References and Project Abstract Forms](#) will be reviewed to determine if the Bidder's Firm satisfies all of the Mandatory Requirements as described in section [4.1 Mandatory Minimum Firm Qualifications](#). Failure of these forms to clearly demonstrate that the Firm meets all Minimum Firm Qualifications will result in disqualification of the proposal from further consideration.

- D. Review of the Bidder's Key Staff Mandatory Requirements Compliance:

The Key Personnel [Mandatory Qualifications Detail Forms](#) and any associated detail forms will be reviewed to determine if each of the individuals satisfies all of the Mandatory Requirements set forth in section [4.2 Mandatory Minimum Staff Qualifications](#). Failure of this form to clearly demonstrate that the Key Personnel meet all Key Personnel Minimum Staff Qualifications will result in disqualification of the identified Key Personnel and exclusion of the proposal from further consideration.

Note: For Mandatory Requirements, the forms must clearly present the years and dates of experience for the Key Personnel by showing tasks, tools and/or responsibilities claimed on the form. Failure to provide this substantiating information may result in disqualification of the proposal.

- E. OMH will contact Bidders to inform them if they have met or not met all mandatory requirements. Those Bidders that do not meet all mandatory requirements are deemed

disqualified. Bids that have been deemed to be complete, responsive, and accurate shall be evaluated further.

6.8.3 Level 3 – Technical Proposal Part 1 Evaluation (35 Points)

- F. All Technical Proposals for Bidders who have not been disqualified will be scored individually by members of the Technical Proposal Evaluation Team using a predefined rubric and submitted to the CIT Contract Administrator.

The evaluation of the Bidder's Technical approach will be based on the responses provided in the proposal. Detailed evaluation criteria will not be disclosed to bidders.

The highest scoring Technical Proposal Part 1 will receive the full 35 points, and the remaining proposals will be normalized against the highest scoring proposal using the following formula:

$$\text{Bidder's Technical Proposal Part 1 Score} / \text{Highest Technical Proposal Part 1 Score} * 35 = \text{Normalized Technical Proposal Part 1 Score (rounded to two decimal places)}$$

Information from the Financial Proposal or the evaluation of the Financial Proposal will not be available to the Technical Evaluation Committee during its evaluation.

6.8.4 Level 4 Part 1 – Firm and Key Staff Reference Checks (Pass/Fail)

- G. For firms from the remaining nondisqualified proposals, the OMH must be able to successfully complete at least two reference calls for each candidate to make a determination of the Firm's viability. Each completed reference call will result in a Pass/Fail rating for the Firm. Firms must receive a Pass rating on all completed reference calls, regardless of how many reference calls are successfully completed. If OMH experiences difficulty making successful reference contacts to meet the minimum of two completed calls, OMH will contact the Bidder by email to make them aware of the situation and to establish a deadline by which the Bidder must either provide new reference contacts or ensure successful contact with the original reference contacts.

A Bidder will be disqualified if

1. The Firm receives a Fail rating on a completed reference call
2. OMH cannot complete successfully at least two reference calls during its evaluation period after the Bidder has been given an opportunity to remedy the situation

NOTE: References must be from the client's/customer's project management or supervisory staff, and willing to provide their assessment of their experience with the Firm. References must be from within eighteen (18) months prior to the Proposal Due Date and must have firsthand knowledge of the Firm's ability to perform the type of

consulting services requested in this Project Definition. References cannot be from the submitting Contractor or other Contractor staff employed by the company providing the reference or a member of the Candidate's own family.

- H. For Key Personnel from the remaining nondisqualified proposals, the OMH must be able to successfully complete at least two reference calls for each candidate to make a determination of the Key Personnel's viability. Each completed reference call will result in a Pass/Fail rating for the Key Personnel. Key Personnel must receive a Pass rating on all completed reference calls, regardless of how many reference calls are successfully completed. If OMH experiences difficulty making successful reference contacts to meet the minimum of two completed calls, OMH will contact the Bidder by email to make them aware of the situation and to establish a deadline by which the Bidder must either provide new reference contacts or ensure successful contact with the original reference contacts.

A Bidder will be disqualified if

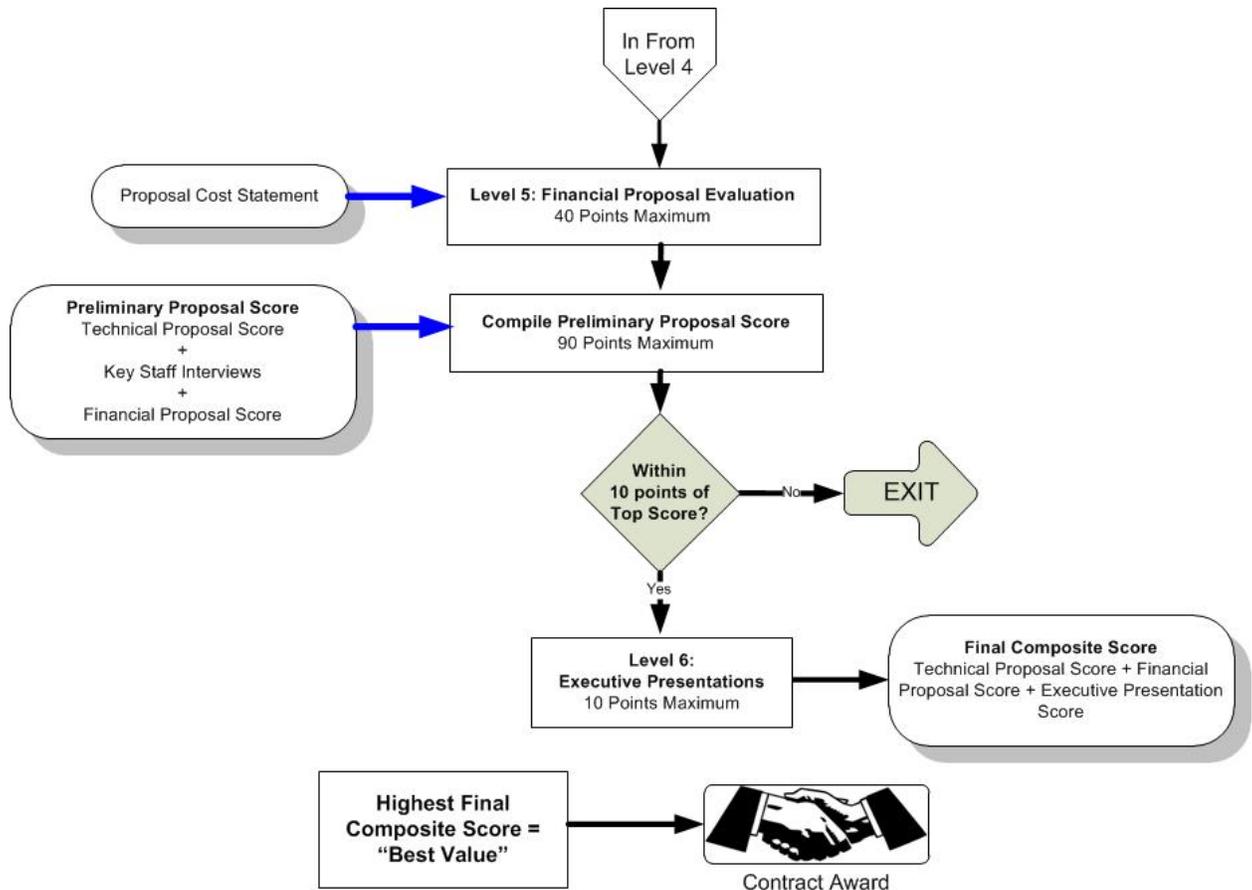
1. Either one of the two (2) proposed Key Personnel for this solicitation receive a Fail rating on a completed reference call; or
2. OMH cannot complete successfully at least two reference calls during its evaluation period after the Bidder has been given an opportunity to remedy the situation.

NOTE: References must be from the client's/customer's project management or supervisory staff, and willing to provide their assessment of their experience with the Candidate. References must be from within eighteen (18) months prior to the Proposal Due Date and must have firsthand knowledge of the proposed Key Personnel's ability to perform the type of consulting services requested in this Project Definition. References cannot be from the submitting Contractor or other Contractor staff employed by the company providing the reference or a member of the Candidate's own family.

6.8.5 Level 4 Part 2 – Key Staff Interviews (15 Points)

- I. The two proposed Key Staff of Bidders who pass the Firm and Key Staff Reference Checks will be required to meet with the Evaluation Team for interviews. The Key Personnel selected must attend an interview within ten (10) business days of notification on site at the OMH Central Office located at 44 Holland Ave in Albany, NY. During the interview, each Key Personnel will be evaluated on their proficiency in the area of technical expertise for which they are being recruited based on responses to the interview questions.

NOTE: Each Key Personnel will also be assessed on their oral and written communication skills. To assess the Key Personnel's English writing proficiency, the Key Personnel will be required to perform a writing exercise as part of their interview. No interviews by telephone are allowed. Failure of a Bidder's proposed Key Personnel to appear for a scheduled interview will result in the Bidder's disqualification.



6-2 RFP Evaluation Process, Levels 5 through End

6.8.6 Level 5 – Financial Proposal Evaluation (40 Points):

- J. All Financial Proposals for Bidders who have not been disqualified in Levels 1 through 4 will be scored individually by the OMH Central Business Office. The Financial Score is based on the Bidder’s submitted [Attachment C: Proposal Cost Statement](#). The highest scoring (lowest cost) Financial Proposal will receive the full 40 points, and the remaining proposals will be normalized against the highest scoring proposal using the following formula:

$$\text{Lowest Total Cost Submitted} / \text{Bidder's Total Cost} * 40 = \text{Financial Proposal Points to Award (rounded to two decimal places)}$$

See: [Financial Proposal \(40 Points\): Project Cost](#)

- K. The OMH Central Business Office will calculate the Preliminary Proposal score by adding the Technical Proposal score and Financial Proposal score and present a list of the top three (3) bidders that are within 10 points of the top score to the evaluation team.

6.8.7 Level 6 – Executive Presentation (10 Points)

- L. The Contractor's executive staff will provide a presentation to representatives of the EMR steering committee and the EMR Admin/Fiscal/Quality committee as described in [6.7 Technical Proposal Part 3: Executive Presentation \(10 Points\)](#).
- M. The **Final Composite Score** will be calculated using the following formula:

Final Composite Score = (Technical Proposal Part 1 Score + Technical Proposal Part 2 Score + Financial Proposal Score + Technical Proposal Part 3: Executive Presentation Score)

In calculating the Technical Proposal scores and the Financial Proposal scores, each score will be rounded to the nearest two decimal places. The selected bid will be the bid that obtains the highest combined score in the evaluation process, thereby meeting the definition of best value. In the case of tied scores, OMH shall select the bidder with the lowest cost.

6.9 Debriefing

A debriefing is available to any entity that submitted a bid in response to a solicitation ("Bidder"). A Bidder will be accorded fair and equal treatment with respect to its opportunity for debriefing. A Debriefing shall be requested in writing by the unsuccessful Bidder within five business days of OMH notifying the unsuccessful Bidders that another vendor was selected. An unsuccessful Bidder's written request for a debriefing shall be submitted to: EMR-IVV-RFP@omh.ny.gov

The debriefing shall occur within ten (10) days of OMH's receipt of this request or as soon after that time as practicable under the circumstances.

6.10 OMH Protest Procedures

A bidder wishing to challenge the selection of a firm for contract award must send a Notice of Protest on business letterhead, within 7 business days of notice of a contract being awarded, to the OMH Designated Contact noted on Page 1 of this RFP. If a request for a debriefing is received by OMH as set forth in Section 6.7 of this RFP, then a Notice of Protest is due within two business days after the debriefing session occurs.

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

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

Upon receipt of OMH's Protest Determination, the protesting party may file an appeal with the Office of the State Comptroller (OSC). The process for filing such an appeal is available at: http://www.osc.state.ny.us/agencies/gbull/g_232.htm .

7.0 ADMINISTRATIVE SPECIFICATIONS

7.1 Vendor Responsibility

In accordance with the New York State Finance Law, the OMH will only make contract award to vendors that are determined to be responsive and responsible. All selected offerors of contracts valued at \$100,000 or more will be required to provide vendor responsibility information through the Office of State Comptroller (OSC) VendRep Web site before negotiation of a contract. Offerors must certify the accuracy of the information they provide in the questionnaire. For more information please visit the following Web site: <http://www.osc.state.ny.us/vendrep/>

7.2 Contractor Tax Certification

Per Section 5-a of the New York State Tax Law, all vendors selected for contracts in excess of \$100,000 for the sale of goods or services must complete and submit Forms ST-220-TD and ST-220-CA (Contractor Certifications) prior to negotiation of a contract with State agencies. For more information about these forms please visit the following Web sites:

- http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf 
- http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf 
- <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf> (FAQ's) 

7.3 Inquiries and Information

All questions concerning this solicitation must be directed **only** to TBD at the Office of Mental Health, Consolidated Business Office (CBO), Contracts and Procurement Unit by e-mail at EMR-IVV-RFP@omh.ny.gov. The last date to submit questions for this solicitation is Thursday, 4/26/12. Responses to all questions of a substantive nature, as well as copies of the questions, will be given to all potential bidders being solicited.

7.4 Contract Payment

All contractors are required to participate in the Electronic Payment program offered by the NYS Office of the State Comptroller (OSC). Payment for invoices submitted by contractors will only be rendered electronically unless payment by paper check has been expressly authorized by OMH's Office of Financial Management, at OMH's sole discretion, due to extenuating circumstances. Electronic payments will be made in accordance with ordinary State procedures and practices. Contractors shall comply with the State Comptroller's procedures to authorize electronic payments. For additional information and to apply for Electronic Payments, the CONTRACTOR is directed to the following web site: <http://www.osc.state.ny.us/epay/index.htm> 

8.0 CONTRACT BOILERPLATE

The Agreement resulting from this procurement shall consist of the OMH Boilerplate ([Attachment V: Contract Documents](#)) together with the RFP and Bidder's Proposal and any other documents determined to be necessary and appropriate by the parties during the course of negotiating the final Agreement.

8.1 Parts of Agreement

The Agreement resulting from this procurement shall consist of the OMH Boilerplate together with the RFP and Bidder's Proposal, as well as an Appendix D-1, which shall contain any terms or conditions which are not otherwise covered by the OMH Boilerplate Agreement of which Appendix D-1 shall be made a part, including but not limited to the terms and conditions set forth in 8.2. below, and any other documents determined to be necessary and appropriate by the parties during the course of negotiating the final Agreement.

8.2 Terms and Conditions

The terms and conditions set forth below shall be set forth in Appendix D-1 of the final Agreement.

8.2.1 Termination

In addition to being subject to termination under any other provisions set forth herein, this Agreement may be terminated by OMH upon thirty (30) days written notice in the event of termination of EMR - Contract #C009999 or any successor agreement to which the services provided hereunder relate.

8.2.2 Notice of Adverse Situation

CONTRACTOR shall immediately notify the OMH upon learning of any situation that can be reasonably expected to adversely affect the delivery of services under this Contract. If such notification is verbal, CONTRACTOR shall submit to the OMH a written description of the situation and a recommendation for its resolution within three (3) calendar days of learning of the situation. CONTRACTOR's failure to provide OMH with notice which should have been provided hereunder may be deemed a material breach of the Agreement and a basis for termination for cause as provided elsewhere herein.

8.2.3 Confidentiality

CONTRACTOR acknowledges that, in the course of performance hereunder, it may obtain access to information, data and records deemed confidential by OMH (other than information, data or records which are already covered by paragraph 11 of Appendix A-1) ("Confidential Information"). CONTRACTOR warrants, covenants and represents that any Confidential Information obtained by CONTRACTOR, its agents, SubCONTRACTORS, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial Proprietary information in the possession of the State or a third party on behalf of the State, shall be held in confidence and not disclosed or made available to third parties without OMH's written permission. CONTRACTOR further agrees to use such Confidential Information solely for the purpose of fulfilling its obligations under this Agreement. This obligation will not apply to information which:

- a) Was known to CONTRACTOR prior to receipt from OMH as evidenced through written documentation;
- b) Was or becomes a matter of public information or publicly available through no fault on the part of CONTRACTOR;
- c) Is acquired from a third party lawfully entitled to disclose the information to CONTRACTOR;
- d) Is developed independently by CONTRACTOR without the use of OMH's Confidential Information.

This warranty shall survive termination of this Agreement. CONTRACTOR further agrees to take appropriate steps as to its agents, Subcontractors, officers, distributors, resellers or employees regarding the obligations arising under this clause to insure such confidentiality.

All information will be accounted for by the CONTRACTOR upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

CONTRACTOR shall not obtain, store or process any Confidential Information or other OMH data on its equipment or data storage components of the CONTRACTOR's computer Facility in connection with the performance of the Agreement without OMH's express written permission. If any such data has been obtained, store or processed on any of CONTRACTOR's equipment or any data storage components of the CONTRACTOR's computer Facility during the performance of the Agreement, such data shall be completely purged from all such equipment or components and no output will be retained by the CONTRACTOR at the time the work is completed. If immediate purging of all data storage components is not possible, the CONTRACTOR shall certify that any data remaining in any storage component will be safeguarded to prevent unauthorized disclosures. The CONTRACTOR shall be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide to the OMH Project Manager or his/her designee with a statement containing the date of the destruction, description of material destroyed, and the method used. The CONTRACTOR shall maintain a list of

individuals who are authorized to access Agreement related information. Said list will be provided to the OMH Project Manager (or designee) upon request.

In the event that it becomes necessary for the CONTRACTOR to receive Confidential Information which Federal or State statute or regulation prohibit from disclosure, the CONTRACTOR hereby agrees to return or destroy all such Confidential Information that has been received from the OMH when the purpose that necessitated its receipt by the CONTRACTOR has been completed. In addition, the CONTRACTOR agrees not to retain any Confidential Information which Federal or State statute or regulation prohibits from disclosure after termination of the Agreement.

Notwithstanding the foregoing, if the return or destruction of the Confidential Information is not feasible, the CONTRACTOR agrees to extend the protections of the Agreement for as long as necessary to protect the New York State Office of Mental Health and its Confidential Information and to limit any further use or disclosure of that Confidential Information. If the CONTRACTOR elects to destroy Confidential Information, it shall use reasonable efforts to achieve the same and notify the State accordingly. The CONTRACTOR agrees that it will use all appropriate safeguards to prevent any unauthorized use or unauthorized disclosure of Confidential Information, which Federal or State statute or regulation prohibits from disclosure.

The CONTRACTOR agrees that it shall immediately report to the OMH the discovery of any unauthorized use or unauthorized disclosure of Confidential Information. The OMH may terminate the Agreement if it determines that the CONTRACTOR has violated a material term of this section. The terms of this section shall apply equally to the CONTRACTOR, its agents and Subcontractors, if any. The CONTRACTOR agrees that all Subcontractors, if any and agents shall be made aware of and shall agree to the terms of this section. Failure to comply with the provisions of these requirements shall be deemed a material breach of the Agreement and grounds for immediate termination as provided elsewhere herein.

8.2.4 Uses of Names Publicly

CONTRACTOR shall not make any public announcement, news release or other reference relating to or involving the Agreement, or OMH or any OMH employee in relation to the Agreement or the EMR Project without OMH's prior written approval. Public references include, but are not limited, to news conferences, advertising, brochures, reports, discussions and/or presentations at conferences or meetings, as well as the inclusion of State materials, OMH's name or any other reference to New York State or OMH in connection with this Agreement or the EMR Project in any document or forum.

8.2.5 Suspension of Work

OMH, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, in the best interests of the State. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, suspension of the EMR - Contract #C009999 or any successor agreement to which the services provided hereunder relate, a

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budget freeze or reduction on State spending, declaration of emergency, contract compliance issues or other such circumstances. Upon issuance of such notice, the Contractor shall comply with the terms of the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

9.0 LIBRARY OF ATTACHMENTS

Attachment Name
ATTACHMENT A: Labels for Proposal Envelopes Proposal Submission Label Financial Envelope Label Proposal Flash Drive Label
ATTACHMENT B: Proposal Cover Sheet
ATTACHMENT C: Proposal Cost Statement
ATTACHMENT D: Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles
ATTACHMENT E: Vendor Responsibility Questionnaire Certification
ATTACHMENT F: Non-Collusive Bidding Certification
ATTACHMENT G: No Bid Reply Form
ATTACHMENT H: Project Abstract Form
ATTACHMENT I: Mandatory Qualifications Detail Forms Bidder IV & V Project Manager IV & V Quality Assurance Manager
ATTACHMENT J: Summary of OMH Procurement Lobbying Guidelines
ATTACHMENT J1: Offeror's Affirmation of, Understanding of, Agreement to, and Compliance with OMH Procurement Lobbying Guidelines
ATTACHMENT J2: OMH Offeror Disclosure of Prior Non-Responsibility Determinations
ATTACHMENT K: Employment Opportunity Policy Statement
ATTACHMENT L: MWBE Contractor Utilization Plan
ATTACHMENT M: MWBE Request for Waiver
ATTACHMENT N: New York State Department of Taxation and Finance ST-220-CA Contractor Certification to Covered Agency (6/06)
ATTACHMENT O: Bidder's Key Staff Certification
ATTACHMENT P: Form A
ATTACHMENT Q: IV&V for EMR Key Staff Roster
ATTACHMENT R: Anti-Discrimination and Prohibition of Participation in an International Boycott
ATTACHMENT S: OMH EMR Project Deliverables
ATTACHMENT T: Checklist for Bid Submission
ATTACHMENT U: Notice of Deficiency Memo
ATTACHMENT V: Contract Documents

Attachment A: Labels for Proposal Envelopes

Attachment A: Labels for Proposal Envelopes

Proposal Submission Label

(To be affixed to lower left corner of Proposal Package)

Bid Date:	<Enter date here> at 3:00 p.m.
For:	IV&V for EMR Implementation Project
Project #:	C009990

Technical Envelope Label

(To be affixed to lower left corner of **Technical** Envelope)

	TECHNICAL ENVELOPE
Bid Date:	<Enter date here> at 3:00 p.m.
For:	IV&V for EMR Implementation Project
Project #:	C009990

Attachment A: Labels for Proposal Envelopes

Financial Envelope Label

(To be affixed to lower left corner of **Financial Envelope**)

	FINANCIAL ENVELOPE
Bid Date:	<Enter date here> at 3:00 p.m.
For:	IV&V for EMR Implementation Project
Project #:	C009990

Attachment A: Labels for Proposal Envelopes

Proposal Flash Drive Label

(All included files must be in Microsoft Office 2007 software - 2 drives for each portion of the proposal. If files are password protected all passwords must be provided)

Vendor Name: _____ Solicitation Number: OMH C009990 Submission Date: _____ TECHNICAL PROPOSAL: _____
--

Vendor Name: _____ Solicitation Number: OMH C009990 Submission Date: _____ FINANCIAL PROPOSAL: _____
--

Attachment B: Proposal Cover Sheet

Bid # C009990/IV&V for EMR

NAME OF FIRM:			
ADDRESS:			
PRINTED NAME/SIGNATURE			
TITLE			
E-MAIL ADDRESS			
PHONE #		FAX#	
FEDERAL ID (FEIN) #			
DUNS #			
If the company uses, or has used in the past ten (10) years, any other Business Name, FEIN, or D/B/A please provide			
Primary place of business in New York State is (circle one):	Owned	Rented	
If rented, provide landlord's name, address, and telephone #:			

Number of Years in Business: _____
 Number of Years of Experience Providing Solicited Service: _____

Form submitted to show compliance with New York State Workers Compensation Insurance requirements:

CE-200 _____ or **C-105.2** _____ or **U-26.3** _____ or **SI-12** _____ or **GSI-105.2** _____

Bid # C009990/IV&V for EMR

ATTACHMENT B PROPOSAL COVER SHEET – Cont'd

Attachment B: Proposal Cover Sheet

Form submitted to show compliance with New York State Disability Benefits Insurance requirements:

CE-200____ or **DB-120.1**____ or **DB-155**____

Is the price quoted the same or lower than quotes you have offered to other corporations, institutions or governmental agencies for similar Services and/or like equipment or supplies?

Yes _____ No _____

If no, explain:

PLEASE CHECK THE APPROPRIATE BOX:

- NYS Minority-owned Business (MBE) Registration # _____
- NYS Women-owned Business (WBE) Registration # _____
- NYS Small Business (SB) Registration # _____
- NYS Certified Disadvantaged Business Enterprise (DBE) (<http://biznet.nysucp.net/>) Registration # _____
- None of the above

(Note: Information provided on this form must match, when applicable, to information provided on Vendor Responsibility Questionnaire/Attachment E or on the on-line version of the document)

Attachment C: Proposal Cost Statement

Project Name: IV&V for EMR

Project Code/Contract No.: #C009990

Contractor/Firm Name: _____

	Hourly Rate	Hours	Cost (Hourly Rate x Hours)
IV&V Project Manager		6,000	
IV&V Quality Assurance Manager		6,000	
Total Cost:			

It is anticipated that the total number of hours payable under this contract will not exceed 12,000.

Any cost that results from additional staffing that the Contractor may require are expected to be at the expense of the Contractor. However, in the event of extenuating circumstances, where the use of a Subject Matter Expert would be a benefit to the OMH, the Contractor can propose additional staff with specialized expertise. This change of staffing:

1. shall be provided at a fixed cost, not to exceed 1.5 times the Hourly rate of the IV&V Project manager
2. shall be managed through a formalized Staff Augmentation Request and
3. shall result in a corresponding reduction in value of the Contract, i.e., a reduction in hours of the IV&V Project Manager and/or IV&V Quality Assurance Manager in an amount equal to the value of the work performed by the Subject Matter Expert.

The rates shall be inclusive of all direct and indirect costs and profit, and shall represent the rates which would be utilized over the four year period of performance.

Note: Travel, meals and lodging will not be reimbursed. All direct non-salary costs attributed to this project must be included in the quoted rates.

The Bidder's signature below attests to the receipt and understanding of this RFP and questions and answers associated with this solicitation.

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Attachment C: Proposal Cost Statement

Printed Name and Title: _____

Authorized Signature: _____

Date: _____

Attachment D: Nondiscrimination in Employment in Northern Ireland

**Attachment D: Nondiscrimination in Employment in Northern Ireland:
MacBride Fair Employment Principles**

In accordance with section 165 of the State Finance Law, the Bidder, by submission of this Bid certifies that it or any individual or legal entity in which the Bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds 10% or greater ownership in the Bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) has business operations in Northern Ireland;

Yes _____ or No _____

If yes:

(2) Shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes _____ or No _____

Signature _____

Attachment E: Vendor Responsibility Questionnaire Certification

Attachment E: Vendor Responsibility Questionnaire Certification

“Vendors are invited to file the required Vendor Responsibility Questionnaire online via the Office of the State Comptroller (OSC) New York State VendRep System. To enroll in and use the OSC VendRep System, see the OSC VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep> or go directly to the OSC VendRep System online at <https://portal.osc.state.ny.us>. For direct OSC VendRep System user assistance, the OSC Agency Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors may opt to file a paper questionnaire; the appropriate questionnaire form can be also be obtained from the VendRep website <http://www.osc.state.ny.us/vendrep> or may contact the state agency’s permissible authorized contact or the Office of the State Comptroller for a copy of the paper form.”

.....
VENDOR RESPONSIBILITY CERTIFICATION

Please check the appropriate box indicating what mechanism has been utilized to submit the Vendor Responsibility Questionnaire; the Questionnaire is to be certified prior to the Bid due date.

Bidder is to indicate the format utilized by checking the appropriate box:

Hard Copy, Paper Format or On-Line Certified Format

Note: If utilizing the hard copy, paper format, that hard copy must be included with the Bid quote submission; if utilizing the online format, the Vendor Responsibility Questionnaire must be certified by the Bid due date. In either case, failure to provide the required Vendor Responsibility Questionnaire may result in the Bid being rejected for not meeting the minimum mandatory requirement.

Attachment F: Non-Collusive Bidding Certification

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

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

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

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

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

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

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

[Affix Addendum to This Page if Space is Required for Statement.]

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

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

Names of Partners or Principals	Legal Residence

Attachment F: Non-Collusive Bidding Certification

Names of Partners or Principals	Legal Residence

If Bidder(s) (Are) a Corporation, Complete The Following:

Name	Legal Residence
President:	
Secretary:	
Treasurer:	
President:	
Secretary:	
Treasurer:	

Attachment F: Non-Collusive Bidding Certification

Identifying Data

Potential Contractor:	
Address:	
Telephone:	Title:

If applicable, Responsible Corporate Officer:

Name:
Title:
Signature: _____

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

Legal Name of Person, Firm, or Corporation:	
By (Name):	
Title:	
Address (Street, City, State, Zip):	

Legal Name of Person, Firm, or Corporation:	
By (Name):	
Title:	
Address (Street, City, State, Zip):	

**Attachment G: No Bid Reply Form
C009990/ IV&V for EMR**

Please return no later than:

To:
Office of Mental Health (OMH)
Consolidated Business Office (CBO) Procurement Unit
75 New Scotland Avenue,
Albany, New York 12203

Attention: Bid # C009990 EMR IV&V

From: _____ / _____
(Print Company Representative Name) Signature

Company Name: _____
(PRINT)

Address: _____
(PRINT)

I do not wish to submit a Bid for the above solicitation due to:

Attachment H: References and Project Abstract Form

Attachment H: References and Project Abstract Form

The Bidder must provide a minimum of two senior level management references and descriptions for each of two (2) IV&V projects performed within the previous ten (10) years, one of which was completed within the past two (2) years. The experience must total a minimum of five years for a major public sector organization. Submit one copy of this form for each project and reference.

Name of Project:			
Name and Address of the Company/Agency:		REFERENCE Points of Contact (POC) Contract Officer	
		Name:	
		Title:	
		Phone:	
		Email:	
Contract Number:		Point of Contact (POC) – Customer	
		Name:	
Contract Type:		Title:	
		Phone:	
Prime Contractor		Email	
		Address:	
Subcontractor		Percent of Workshare by Prime/Sub:	
Initial Duration of Contract:		Final Duration of Contract:	
Award Value:		Value of the Entire Project:	
Project Description and Relevance to this Contract			
Objectives or Solutions Achieved			
Deliverables:			
Problems Encountered/Corrective Action:			

Attachment I: Mandatory Qualifications Detail Forms

Bidder Mandatory Qualifications

Firm Name: _____

1) For each Mandatory Qualification listed in RFP [Section 4.1 Mandatory Minimum Firm Qualifications](#), complete the “Actual Years of Experience” and “Dates of Experience” on this section of the Mandatory Qualifications Detail Form.

2) Do not Bid unless each of the following conditions is satisfied:

a) The Firm’s skills and experience satisfy each and every Mandatory Qualification listed on this form.

b) For each Mandatory Qualification listed, the Firm’s experience should be clearly reflected in the Mandatory Qualification Table (below) showing the name of the company where the experience was obtained, specific dates for the qualifying experience, and a narrative demonstrating tasks, tools, methodologies, and/or responsibilities which meet the specific qualification claimed on this form.

Mandatory Qualifications	Minimum Years of Experience Required	Actual Years of Experience	Dates of Experience
1. A minimum of five (5) years total experience providing EMR IV&V services.	5		
2. A minimum of two (2) projects, providing the proposed services for two (2) different client organizations in the last ten (10) years. One of these engagements must have been conducted within the last twenty-four (24) months.	5		
Mandatory Qualification Detailed Experience #1: Experience providing EMR IV&V services with a major public sector organization. Years Required: 5			
Project Name	Employer Name	Point of Contact	
Name 1	Employer 1	Name	Employer 2, Mr. Smith
Name 2	Employer 2		
Name 3	Employer 3		
Dates of Qualifying Experience		Title	

Attachment I: Mandatory Qualifications Detail Form

Project Name 1: 1999-2003 Project Name 2: 2003-2005 Project Name 3: 2005-Current		Phone:	
Project Description & Relevance		Email:	
Project Name 1: list detailed experience/tasks Project Name 2: list detailed experience/tasks Project Name 3: list detailed experience/tasks			
Mandatory Qualification Detailed Experience #2: List a minimum of two (2) projects, where the firm provided the proposed services for two (2) different client organizations in the last ten (10) years. One of these engagements must have been conducted within the last twenty-four (24) months. Years Required: 5			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance (include methodology used)		Email:	

IV & V Project Manager Mandatory Qualifications

See [Section 5.7.8 Ethics](#)

Contractor Name: _____

Candidate's Name: _____

1) For each Mandatory Qualification listed, there is a corresponding Mandatory Qualification Detail Form that must be completed.

2) Do not propose this candidate unless each of the following conditions is satisfied:

a) The candidate's skills and experience satisfy each and every Mandatory Qualification listed on this form.

b) For each Mandatory Qualification listed, the candidate's experience should be clearly reflected in the Mandatory Qualification Table (below) showing the name of the company where the experience was obtained, specific dates for the qualifying experience, and narrative demonstrating tasks, tools and/or responsibilities which meet the specific qualification claimed on this form.

c) _____ certifies that the individual proposed as Contractor IV&V Project Manager was contacted after the issue date of the solicitation and that this individual has confirmed that they are available for performance.

3) We understand that the individual proposed as Contractor IV&V Project Manager more than likely did not obtain all their experience from one project or one employer. For each Mandatory Qualification Detailed Experience Area, please list the multiple projects or employments under the corresponding cell (example provided below). For the Point of Contact, please select the best reference from the multiple employers and provide their information.

Mandatory Qualifications	Minimum Years of Experience Required	Actual Years of Experience	Dates of Experience
1. At least three (3) years of experience in managing an EMR Project and/or providing IV&V services for an EMR implementation with similar Scope as defined in the OMH EMR RFP.	3		
2. At least one (1) year of experience managing IV&V services for training, implementation, integration and development services.	1		

Attachment I: Mandatory Qualifications Detail Form

3. At least five (5) years experience using an automated project management tool.	5		
4. Proficiency in Word, Excel, PowerPoint, MS Project, MS Visio & Adobe Acrobat.	n/a		
5. Project Management Institute (PMI) Certification or equivalent.	n/a		Provide Details below
6. Certified Scrum Master (“CSM”) Certification	n/a		Provide Details Below
7. Bachelor’s Degree. Preference in Information Systems, Computer Programming or other similar field or 10 years experience in Project/Program Management.	Degree/10 Years		
8. Superior English language written and verbal communication skills.	n/a		
Preferred Qualifications		Actual Years of Experience	Dates of Experience
1. Experience in managing shared resources from multiple organizations	n/a		
2. Internal Controls background	n/a		
Mandatory Qualification Detailed Experience #1: At least three (3) years of experience in managing an EMR Project and/or providing IV&V services for an EMR implementation with similar Scope as defined in the OMH EMR RFP.			
Project Name	Employer Name	Point of Contact	
Name 1	Employer 1		
Name 2	Employer 2	Name	Employer 2, Mr. Smith
Name 3	Employer 3		
Dates of Qualifying Experience		Title	
Project Name 1: 1999-2003			
Project Name 2: 2003-2005		Phone:	
Project Name 3: 2005-Current			
Project Description & Relevance		Email:	

Attachment I: Mandatory Qualifications Detail Form

Project Name 1: list detailed experience/tasks			
Project Name 2: list detailed experience/tasks			
Project Name 3: list detailed experience/tasks			
Mandatory Qualification Detailed Experience #2: At least one (1) year of experience managing IV&V services for training, implementation, integration and development services.			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #3: At least five (5) years experience using an automated project management tool.			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #4: Proficiency in Word, Excel, PowerPoint, MS Project, MS Visio & Adobe Acrobat.			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #5: Project Management Institute (PMI) Certification or equivalent.			

Attachment I: Mandatory Qualifications Detail Form

PMP Number:		Date Obtained:	
Mandatory Qualification Detailed Experience #6: Certified Scrum Master (CSM) Certification.			
CSM Number:		Date Obtained:	
Mandatory Qualification Detailed Experience #7: Bachelor's Degree. Preference in Information Systems, Computer Programming or other similar field or 10 years experience in Project/Program Management.			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #8: Superior English language written and verbal communication skills.			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Preferred Qualification Detailed Experience #1: Experience in managing shared resources from multiple organizations			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	

Attachment I: Mandatory Qualifications Detail Form

Preferred Qualification Detailed Experience #2: Internal Controls background			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	

IV&V Project Manager Reference #1	
Name and Address of Reference Site:	
Reference Name:	
Reference Street Address/PO Box:	
City, State, Zip:	
Contact Name:	
Contact Phone #:	
Contact e-mail address:	

IV&V Project Manager Reference #2	
Name and Address of Reference Site:	
Reference Name:	
Reference Street Address/PO Box:	

Attachment I: Mandatory Qualifications Detail Form

City, State, Zip:	
Contact Name:	
Contact Phone #:	
Contact e-mail address:	

IV&V Project Manager Reference #3	
Name and Address of Reference Site:	
Reference Name:	
Reference Street Address/PO Box:	
City, State, Zip:	
Contact Name:	
Contact Phone #:	
Contact e-mail address:	

IV & V Quality Assurance Manager Mandatory Qualifications

See [Section 5.7.8 Ethics](#)

Contractor Name: _____

Candidate's Name: _____

- 1) For each Mandatory Qualification listed, there is a corresponding Mandatory Qualification Detail Form that must be completed.
- 2) Do not propose this candidate unless each of the following conditions is satisfied:
 - a) The candidate's skills and experience satisfy each and every Mandatory Qualification listed on this form.
 - b) For each Mandatory Qualification listed, the candidate's experience should be clearly reflected in the Mandatory Qualification Table (below) showing the name of the company where

Attachment I: Mandatory Qualifications Detail Form

the experience was obtained, specific dates for the qualifying experience, and narrative demonstrating tasks, tools and/or responsibilities which meet the specific qualification claimed on this form.

c) _____ certifies that the individual proposed as Contractor IV&V Quality Assurance Manager was contacted after the issue date of the solicitation and that this individual has confirmed that they are available for performance.

3) We understand that the individual proposed as Contractor IV&V Quality Assurance Manager more than likely did not obtain all their experience from one project or one employer. For each Mandatory Qualification Detailed Experience Area, please list the multiple projects or employments under the corresponding cell (example provided below). For the Point of Contact, please select the best reference from the multiple employers and provide their information.

Mandatory Qualification	Minimum Years of Experience Required	Actual Years of Experience	Dates of Experience
1. At least two (2) years experience performing EMR quality management services for a project with similar Scope as defined in the OMH EMR RFP.	2		
2. At least six (6) months of experience performing quality management services for training, implementation, integration and development services	6 months		
3. At least three (3) years direct experience developing, executing and maintaining test documentation for large application systems.	3		
4. At least one (1) year of the direct experience developing, executing and maintaining test documentation for large application systems must have been with a public sector organization.	1		
5. At least two (2) years of extensive experience using/configuring an automated testing tool from a functional and technical perspective.	2		

Attachment I: Mandatory Qualifications Detail Form

6. At least two (2) years experience developing, writing, and executing detailed test cases, scripts, and scenarios.	2		
7. Bachelor's Degree. Preference in Information Systems, Computer Programming or other similar field or 10 years experience in Quality Assurance Management.	Degree/10 Years		
8. Excellent English written and oral presentation skills.	n/a		
Mandatory Qualification Detailed Experience #1: At least two (2) years experience performing quality management services for a project with similar Scope as defined in the OMH EMR RFP.			
Project Name	Employer Name	Point of Contact	
Name 1	Employer 1	Name	Employer 2, Mr. Smith
Name 2	Employer 2		
Name 3	Employer 3		
Dates of Qualifying Experience		Title	
Project Name 1: 1999-2003		Phone:	
Project Name 2: 2003-2005			
Project Name 3: 2005-Current			
Project Description & Relevance		Email:	
Project Name 1: list detailed experience/tasks Project Name 2: list detailed experience/tasks Project Name 3: list detailed experience/tasks			
Mandatory Qualification Detailed Experience #2: At least six (6) months of experience performing quality management services for training, implementation, integration and development services.			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	

Attachment I: Mandatory Qualifications Detail Form

Mandatory Qualification Detailed Experience #3: At least three (3) years direct experience developing, executing and maintaining test documentation for large application systems.			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #4: At least one (1) year of the direct experience developing, executing and maintaining test documentation for large application systems must have been with a public sector organization.			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #5: At least two (2) years of extensive experience using/configuring an automated testing tool from a functional and technical perspective.			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #6: At least two (2) years experience developing, writing, and executing detailed test cases, scripts, and scenarios.			
Project Name	Employer Name	Point of Contact	

Attachment I: Mandatory Qualifications Detail Form

		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #7: Bachelor's Degree. Preference in Information Systems, Computer Programming or other similar field or 10 years experience in Quality Assurance Management.			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #8: Excellent English written and oral presentation skills.			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	

Attachment I: Mandatory Qualifications Detail Form

Please submit three references for each Key Staff position. Print additional forms as necessary.

IV&V <u>Quality Assurance Manager</u> Reference #1	
Name and Address of Reference Site:	
Reference Name:	
Reference Street Address/PO Box:	
City, State, Zip:	
Contact Name:	
Contact Phone #:	
Contact e-mail address:	

IV&V <i>Quality Assurance Manager</i> Reference #2	
Name and Address of Reference Site:	
Reference Name:	
Reference Street Address/PO Box:	
City, State, Zip:	
Contact Name:	
Contact Phone #:	
Contact e-mail address:	

IV&V <i>Quality Assurance Manager</i> Reference #3	
Name and Address of Reference Site:	
Reference Name:	
Reference Street Address/PO Box:	
City, State, Zip:	
Contact Name:	
Contact Phone #:	
Contact e-mail address:	

Attachment I: Mandatory Qualifications Detail Form

Name and Address of Reference Site:	
Reference Name:	
Reference Street Address/PO Box:	
City, State, Zip:	
Contact Name:	
Contact Phone #:	
Contact e-mail address:	

Attachment J: Summary of OMH Procurements Lobbying Guidelines
Attachment J: Summary of OMH Procurement Lobbying Guidelines

NEW YORK STATE OFFICE OF MENTAL HEALTH

The OMH has issued Guidelines pursuant to the New York State Finance Law Sections 139-j and 139-k, which prohibit lobbying on procurement Contracts. For purposes of the law, procurement Contracts include most Contracts/Purchase Orders with an estimated annual expenditure in excess of \$15,000 per year, as well as amendments and modifications to such Contracts which were not contemplated by the original Contract and represent a material change in the Scope of the Contract.

The law provides that, during the Restricted Period of an agency procurement for goods or services, vendors (or offerors) may only contact the agency's designated contact person(s), and all contacts, whether permissible or impermissible, shall be recorded:

Vendor Requirements

- Must limit communications with the OMH during the Restricted Period of each procurement to the OMH-designated point(s) of contact.
 - The Restricted Period is the period from the date of the earliest method by which an agency solicits a response from vendors to a Contract opportunity until the date the Contract is awarded and, if applicable, approved by the Comptroller's Office.
- Must affirm in writing vendor's understanding of and agreement to comply with the OMH Procurement Guidelines
- Must certify whether vendor has been found non-responsible within the previous four years by any Governmental Entity for failure to comply with State Finance Law 139-k or for the intentional provision of false or incomplete information regarding its procurement lobbying law compliance.

OMH Requirements

- Must include a summary of the OMH's procurement lobbying guidelines in each initial solicitation document
- Must designate a single point or points of contact for each procurement
- Must require OMH staff to record all Contacts from offerors during the Restricted Period of each procurement
 - A Contact is any communication with the OMH under circumstances where a reasonable person would infer that the communication was intended to influence the procurement
- Must refer all impermissible Contacts for investigation by the OMH

Attachment J: Summary of OMH Procurements Lobbying Guidelines

- Must make a responsibility determination with regard to State Finance Law Section 139-j and 139-k compliance prior to award of the Contract
- Must include a provision in all procurement Contracts which allows the OMH to terminate the Contract if the vendor's certification is found to be intentionally false or intentionally complete.

An electronic copy of the complete OMH Procurement Lobbying Law Guidelines is located at:
<http://www.omh.ny.gov/omhweb/procurementguidelines/>

OMH Summary of Procurement Guidelines: March 27, 2006

Attachment J1: Offeror's Affirmation of, Understanding of, Agreement to, and Compliance with OMH Procurement Lobbying Guidelines

Attachment J1: Offeror's Affirmation of, Understanding of, Agreement to, and Compliance with OMH Procurement Lobbying Guidelines

New York State Finance Law 139-j(6)(b) provides that OMH shall seek written affirmation from all Offerors on their understanding of and agreement to comply with OMH's procedures relating to permissible contacts during each procurement pursuant to State Finance Law 139-j(3). OMH is expanding on that requirement, requiring that (1) Offerors affirm they have complied with the OMH Guidelines throughout the procurement process, and (2) Offerors agree that OMH shall have the right to terminate any Contract, purchase order or purchase authorization resulting from the procurement in the event that the affirmation is found to be intentionally false or intentionally incomplete.

Solicitation # and/or OMH descriptive name of solicitation: Enter Contract #

I hereby affirm that I have read and understand the OMH Procurement Lobbying Guidelines, and agree to comply with the OMH procedures relating to permissible contacts during this New York State governmental procurement pursuant to State Finance Law 139-j(3). Unless I provide notice otherwise, my execution of this affirmation shall be an ongoing representation that I have complied with, and continue to be in compliance with, the OMH Guidelines.

I understand and agree that: 1) OMH shall have the right to terminate the Contract, purchase order or purchase authorization resulting from this solicitation in the event that this affirmation is found to be intentionally false or intentionally incomplete; and 2) upon such finding, OMH may exercise its termination right by providing written notification.

Date: _____ 20__

Signature of Offeror's Authorized Representative _____

Printed Name and Title _____

Name of Offeror _____

Offeror's Address: _____

OMH Attachments J1: March 27, 2006

Attachment J2: OMH Offeror Disclosure of Prior Non-Responsibility Determinations

Attachment J2: OMH Offeror Disclosure of Prior Non-Responsibility Determinations

New York State Finance Law 139-k requires Offerors to disclose findings of non-responsibility within the last four years by a governmental entity where such prior finding of non-responsibility was due to unlawful contacts during a procurement as stated under State Finance Law §139-j or the intentional provision of false or incomplete information to a governmental entity. Failure to submit this form, the submission of a form with false, misleading or incomplete information, or failure to update this form when required may result in a determination of non-responsiveness and disqualification of the Bid, proposal or offer. If the failure to comply is discovered after the contracting process has been completed, it may result in termination of the Contract.

* * *

Solicitation # and/or OMH descriptive name of solicitation: Enter Contract #

(1) Has any New York State agency or authority made a finding of non-responsibility regarding the Offeror in the last four years? (Please circle): No Yes

If yes, what was the basis for the finding of the Offeror's non-responsibility?

Please check all that apply:

Unlawful Contacts during a procurement Contract (State Finance Law §139-j)

The intentional provision of false or incomplete information

If yes, please provide details regarding the finding of non-responsibility below:

New York State Agency or Authority: _____

Year of Finding of Non-Responsibility: _____

Facts Underlying Finding of Non-Responsibility: _____

Add additional sheets if necessary

(2) Has any New York State agency or authority terminated or withheld a procurement Contract with the Offeror due to the intentional provision of false or incomplete information?

(Please circle): No Yes

If yes, please provide details regarding the termination/withholding below:

New York State Agency or Authority: _____

Date of Termination/Withholding of Contract: _____ Contract #: _____

Facts Underlying Termination: _____

Add additional sheets if necessary

Attachment J2: OMH Offeror Disclosure of Prior Non-Responsibility Determinations

Offeror certifies that all information provided to OMH with respect to State Finance Law 139-k is complete, true and accurate.

Date: _____ 201_ _____

Signature of Offeror's Authorized Representative

Printed Name and Title of Authorized Representative

Name and Address of Offeror

OMH Attachments J2: March 27, 2006

Attachment K: Employment Opportunity Policy Statement

Contract #C009990

_____, the Bidder/Contractor, agree to adopt and implement the following policy in connection with the State Contracts.

1. 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 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 on State Contracts.

2. This organization 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.

3. At the request of the contracting agency, this organization 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.

Agreed to this _____ day of _____, 2 _____

By _____

Print _____ Title _____

Signature _____

Version 1/09/2009

Attachment L: MWBE Contractor Utilization Plan

NEW YORK STATE
 OFFICE OF MENTAL HEALTH
 MINORITY AND WOMEN BUSINESS
 ENTERPRISES PROGRAM

Contract # _____

PAGE: _____ OF: _____

1. NAME :		4. FEDERAL ID OR SSN.		7. CONTRACT DESCRIPTION:			
2. ADDRESS:							
3. TELEPHONE NUMBER		5. CONTRACT NUMBER:		8. CONTRACT GOALS		9. MWBE DOLLARS	
		6. TOTAL CONTRACT AMOUNT: \$		MBE _____ _%		MBE \$ _____	
				WBE _____ _%		WBE \$ _____	
10. MWBE SUBCONTRACTORS.		11. CLASSI FIC.	12. SUBCONTRACTO R'S FEDERAL ID/ SSN.	13. DESCRIPTION OF WORK/SUPPLIES		15. DOLLAR AMOUNT TO BE PAID	16. DATE TO BE AWARDED
NAME:		MBE <input type="checkbox"/>					
ADDRESS:		WBE <input type="checkbox"/>					
PHONE NO.:							

Attachment L: MWBE Contractor Utilization Plan

NAME:	MBE <input type="checkbox"/>				
ADDRESS:					
PHONE NO.:					
NAME:	WBE <input type="checkbox"/>				
ADDRESS:					
PHONE NO.:					
NAME:	MBE <input type="checkbox"/>				
ADDRESS:					
PHONE NO.:					
NAME:	WBE <input type="checkbox"/>				
ADDRESS:					
PHONE NO.:					
I certify all information on this report is correct.			DOLLAR AMOUNT	% OF TOTAL	
CONTRACTOR'S SIGNATURE		17. TOTAL PAYMENT TO DATE TO MBE			
DATE: _____		18. TOTAL PAYMENT TO DATE TO WBE			
FOR OMH USE ONLY	COMMENTS (USE EXTRA SHEETS IF NECESSARY)				
DATE RECEIVED: _____					
REVIEWED BY: _____					
DATE: _____					

Attachment M: MWBE Request for Waiver

NEW YORK STATE
 OFFICE OF MENTAL HEALTH
 MINORITY AND WOMEN BUSINESS
 ENTERPRISES PROGRAM

Contract # _____

TYPE OF WAIVER (CHECK ONE)
 PARTIAL TOTAL

1. NAME AND ADDRESS	4. CONTRACT DESCRIPTION	7. ORIGINAL MWBE GOALS MBE _____ % WBE _____ %	9. ORIGINAL MWBE DOLLARS MBE \$ _____ WBE \$ _____
2. TELEPHONE NUMBER	5. CONTRACT NUMBER	8. NEW MWBE GOALS MBE _____ % WBE _____ %	10. NEW MWBE DOLLARS MBE \$ _____ WBE \$ _____
3. FEDERAL ID OR SOCIAL SECURITY NO.	6. TOTAL CONTRACT AMOUNT		
11. REASONS FOR REQUESTING THE WAIVER (Use additional sheet(s) if necessary)			

12. LIST NAMES OF GENERAL CIRCULATION, TRADE ASSOCIATION AND MINORITY AND WOMEN CERTIFIED PUBLICATIONS IN WHICH BIDS WERE SOLICITED. * COPY OF EACH LISTED PUBLICATION MUST BE INCLUDED.	13. DATE OF PUBLICATION	14. LIST CERTIFIED WOMEN AND MINORITY ENTERPRISES APPEARING IN THE DIRECTORY WHICH WERE SOLICITED IN WRITING TO PROVIDE BIDS FOR PURPOSE OF COMPLYING WITH THESE CONTRACT GOALS. * INCLUDE A COPY OF EACH SOLICITATION FOR EACH LISTED BUSINESS.	15. WAS A RESPONSE RECEIVED? *INCLUDE A COPY OF EACH RESPONSE
NAME: ADDRESS: PHONE NO.			<input type="checkbox"/> YES DATE _____ <input type="checkbox"/> NO
NAME: ADDRESS: PHONE NO.			<input type="checkbox"/> YES DATE _____ <input type="checkbox"/> NO
NAME: ADDRESS: PHONE NO.			<input type="checkbox"/> YES DATE _____ <input type="checkbox"/> NO
ADDRESS: PHONE NO.			

16. DESCRIBE ANY CONTRACT DOCUMENTS, PLANS OR SPECIFICATIONS MADE AVAILABLE TO CERTIFIED MWBEs FOR PURPOSES OF SOLICITING THEIR BIDS.	17. DATE AND MANNER IN WHICH THESE DOCUMENTS WERE MADE AVAILABLE
---	--

18. PROVIDE ANY DOCUMENTATION OF NEGOTIATIONS BETWEEN YOUR COMPANY AND THE CERTIFIED MWBE UNDERTAKEN FOR PURPOSES OF COMPLYING WITH THIS CONTRACT GOALS.
 DOCUMENTATION IS ATTACHED: YES NO NA

I CERTIFY THAT THE INFORMATION PROVIDED IN THIS FORM IS CORRECT.

CONTRACTOR'S SIGNATURE DATE

<p>FOR OMH USE ONLY</p> <p>DATE RECEIVED: _____</p> <p>REVIEWED BY: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>	<p>ACTION TAKEN:</p> <p>APPROVED <input type="checkbox"/></p> <p>DISAPPROVED <input type="checkbox"/></p>
--	---

RECOMMENDATIONS/COMMENTS.

Attachment N: Form ST-220-CA



New York State Department of Taxation and Finance **ST-220-CA**
Contractor Certification to Covered Agency (6/06)

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

For more information, consult Publication 223, Question and Answers Concerning Tax Law Section 5-a. (see Need Help? on back).

Contractor name		For covered agency use only Contract number or description Enter Contract #
Contractor's principal place of business code	City State ZIP	
Mailing address (if different than above)		Estimated Contract value over the full term of Contract (but not including renewals) \$
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from Contractor's EIN)	
Contractor's telephone number ()	Contracting state agency	
Covered Agency address		Covered agency telephone number

I, _____, _____ hereby affirm, under penalty of perjury, that I am _____ (Name) _____ (Title)

of the above-named Contractor, that I am authorized to make this certification on behalf of such Contractor, and I further certify that:

(Mark an **X** in only one box)

The Contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this Contract and, to the best of Contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The Contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____

(Insert Contract number or description) and, to the best of the Contractor's knowledge, the

Attachment N: Form ST-220-CA

information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the Contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this __ day of _____, 20____

(Sign before a notary public)

(Title)

Page 2 of 2 ST-220-CA (6/06)
Individual, Corporation, Partnership or LLC Acknowledgment

STATE OF _____ }

ss.:

COUNTY OF _____ }

On the day ____ of _____ in the year 20____, before me personally appeared _____,

Known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at _____,

Town of _____,

County of _____,

State of _____; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

(If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

(If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _____ he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(If a partnership): _____ he is a

_____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _____ he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(If a limited liability company): _he is a duly authorized member of

_____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited Liability Company.

Notary Public:

Registration No:

Instructions (ST-220-CA Contractor Certification to Covered Agency)
General Information

Tax law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a Contract is subject to Tax Law section 5-a, a Contractor must file (1) Form ST-220-CA, Contractor Certification to Covered Agency, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a Contract may take effect. The circumstances when a Contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our website, by fax, or by mail (see Need Help? For more information on how to obtain this publication) In addition, a Contractor must file a new Form ST-220-CA with a covered agency before an existing Contract with such agency may be renewed.

If you have questions, please call our information center at 1-800-698-2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the Contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a Contract is subject to section 5-a, and you must make the required certification(s), if:

1. The procuring entity is a covered agency within the meaning of the statute (see Publication223,Q&A 5);
2. The Contractor is a Contractor within the meaning of the statute (see Publication 223, Q&A 6) and
3. The Contract is a Contract within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a Contract for commodities or Services, as such terms are defined for purposes of the statute (see Publication 223,Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting Contract must have been awarded, amended, extended, renewed, or assigned on or after April 26, 2006 (the effective date of the section 5-a amendments).

Privacy notification

The commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax law, including but not limited to, sections 5-a, 171, 171-a 287,308,429,505,697,1096,1142 and 1415 of that Law, and may require disclosure of social security numbers pursuant to 42 USC 405(c) (2)(c)(1). This information will be used to determine and administer tax liabilities and, when

Need Help?



Internet Access:
<http://www.tax.ny.gov/> (for information, form, and publications)



Fax-on-demand forms: 1-800-748-3676



Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern)

authorized by law, for certain tax offset and exchange of tax information Programs as well as for any other lawful purpose.

Information, concerning quarterly wages paid to employees is provided to certain state agencies for purpose of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training Programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax law.

This information is maintained by the Director of Records management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany, NY 12227; telephone 1-800-225-5829, From areas outside the United States and outside Canada, call (518) 485-6800.

time), M-F 1-800-698-2931

To order forms and publications:
1-800-462-8100

From areas outside the U.S. & outside
Canada: 1-800-485-6800

Hearing and speech Impaired
(telecommunications device for the deaf
(TDD) callers only):
1-800-634-2110



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other Facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1-800-972-1233.

Attachment O: Bidder's Key Staff Certification

Attachment O: Bidder's Key Staff Certification

I _____ (Contractor Name) certify that all information concerning all candidates experience and background information presented in this proposal submission is accurate and complete. All candidates prior to being submitted have been interviewed and information regarding their experience and previous history has been verified.

I furthermore certify that all candidate employees are legally entitled to work in the United States as required by Federal law and understand that Office of Mental Health (OMH) reserves the right to request legally mandated employer held documentation attesting to the same for each staff member assigned work under any project awarded as a result of this solicitation.

I understand that knowingly making a false written statement on this form, or any attachment may result in disqualification. Discovery of false information subsequent to candidate engagement may result in dismissal from this engagement. I agree to accept this condition and hereby certify that all statements made in this proposal are true and complete, to the best of my knowledge.

Date: _____

Signature: _____
Bidder's Authorized Representative

Version Date: 9/7/06

OSC Use Only: Reporting Code: Category Code: Date Contract Approved:
--

Attachment P: Form A

State Consultant Services - Contractor's Planned Employment From Contract Start Date Through The End Of The Contract Term
--

State Agency Name: NYS Office of Mental Health Contractor Name: Contract Start Date: / /	Agency Code: Contract Number: Contract End Date: / /
--	--

Employment Category	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
Total this page			
Grand Total			

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature:

Date Prepared: / /

(Use additional pages, if necessary)

Page of

***Employment Category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing Services under the Contract.

(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at <http://online.onetcenter.org> to find a list of occupations.)

Attachment Q: IV&V for EMR Key Staff Roster
Attachment Q: IV&V for EMR Key Staff Roster

Project Name: IV&V for EMR

Project Number: C0099990

Contractor/Firm Name: _____

Job Title	Proposed Consultant's Name	Key Staff	Sub Contractor Y/N?
IV&V Project Manager		Yes	
IV&V Quality Assurance Manager		Yes	

NOTE:

1. Employers are required by Federal law to verify that all employees are legally entitled to work in the United States. Accordingly, this Issuing Entity reserves the right to request legally mandated
2. If personnel are not currently in the employment of the Contractor, the Bidder must sign the statement below:

By signing below, I, _____, on behalf of
 _____, do
Name of Authorized Representative
Name of Bidder's Firm

attest that any proposed consultants identified above as a Sub-Contractor (an entry of 'Y' in the 'Subcontractor Y/N?' column) are available and willing to work on the OMH IV&V for EMR Project in the event that the firm is selected for award of Contract #C009990.

Signed: _____ Date: _____

Attachment R: Anti-Discrimination and Prohibition of International Boycott

Attachment R: Anti-Discrimination and Prohibition of International Boycott

ANTI-DISCRIMINATION CLAUSE

During the performance of this Contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, sex, or national origin. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the Bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, or national origin and that such labor union or representative will affirmatively cooperate, with the limits of its legal and contractual authority, in the Implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

(c) The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clause (a)

and (b) and such provision of the State's laws against discrimination as the State Commission for Human rights shall determine.

(d) The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, or national origin.

Attachment R: Anti-Discrimination and Prohibition of International Boycott

(e) The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

(f) This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future Contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a Program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

(g) The Contractor will include the provisions of clauses (a) through (f) in every Subcontract or purchase order in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such Subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened

with litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

Participation in an International Boycott Prohibited

In accordance with section 220-f of the Labor Law and Section 139-h of the State Finance Law and the regulations of the Comptroller of the State of New York, promulgated there under, the Contractor agrees as a material condition of the Contract:

A. 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 provisions of the United States Export Administration Act of 1969, or Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated there under;

Attachment R: Anti-Discrimination and Prohibition of International Boycott
 B. That if the Contractor or any substantially owned or affiliated person, firm, partnership or corporation has been convicted or subjected to a Final determination by the United States Export Administration Act of 1969, as amended, or the regulations of the United States Department of Commerce promulgated there under, the Contractor shall notify the Comptroller of such conviction or determination in the manner proscribed by the Comptroller's regulations.

The Bidder signs below in full knowledge and acceptance of the provisions of the NON-***Discrimination Clause***, and the Participation in an ***International Boycott Prohibited***

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

Firm:	
Typed Name of Bidder:	
Official Title of Bidder:	
Signature of Bidder:	
Date:	

Attachment S: OMH EMR Project Deliverables

Attachment S: OMH EMR Project Deliverables

Deliverable Category	Deliverable Number	Deliverable Name
Project Management	1	Kick Off Meeting Presentation
	2	Start-Up Plan/Incoming Transition Plan
	3	Project Management Plan
	4	Schedule for Project
	5	Risk/Issue Log
	6	DELETED
	7	ICD-10 Plan
	8	Weekly Status Meeting Notes
	9	Monthly Progress Report (MPR)
	10	Action Item List
	11	Lessons Learned
	12	Review Materials
Requirements	13	Requirements Traceability Matrix (RTM)
	14	Enterprise Assessment Plan
Design Deliverables	15	Infrastructure Architecture Design (IAD)
	16	User Interface Design (UID)
	17	Data Migration/Interface Design (Track 1)
	18	Full Functionality OMH EMR Design (Track 2)
	19	Reports
	20	Preliminary Design Review (PDR) Meeting Materials
	21	Critical Design Review (CDR) Meeting Materials
	22	Production Review (PR) Meeting Materials
Development Deliverables	23	System Development Plan
	24	Configuration Management (CM) Plan
	25	Release Management Plan (RMP)
	26	Code Documentation and Instructions
Testing Deliverables	27	System & User Test Plan
	28	System & User Test Scenarios
	29	System & User Test Performance Report
	30	System & User Test Results Log
	31	Fix Log
Training Deliverables	32	User Manuals for Hospital Staff
	33	Training Materials (Track 1 - Base Vista and Track 2 - OMH EMR)
	34	Certification Training and Testing Modules
	35	e-Learning Application
	36	Training Plan
	37	Hospital Staff Training Report
Implementation	38	Project Implementation Plan (IP)

Attachment S: OMH EMR Project Deliverables

Deliverable Category	Deliverable Number	Deliverable Name
Deliverables	39	Pilot Results Reports (Track 1 and 2)
	40	Production Environment Report
	41	Uninstall Plan
	42	Knowledge Transfer User Manual
Maintenance/On-going Support Deliverables	43	Operations and Maintenance (O&M) Plan
	44	Service Level Agreement (Primary & Third Party applications)
	45	System Implementation and Training Support Plan
	46	Software Transition Plan
	47	Help Desk Report
	48	Enhancement Modification Report
	49	Enhancement Request Management Plan
	50	Contingency of Operations Plan
Software Deliverables	51	Base VistA Implementation: CPOE/CPRS/BCMA/Pharmacy
	52	Integration interface/components – Base VistA
	53	OMH EMR Implementation
	54	Integration Interface/Components – OMH EMR
Project Closure Deliverables	55	Outgoing Transition
	56	Final Project Report

Attachment T: Checklist for Bid Submission**RFP IV&V for EMR
Contract #C009990**

Bid Package Checklist

<input type="checkbox"/>	1. Attachment A: Labels for Proposal Envelopes 4 Proposal Flash Drive Labels (2 Technical, 2 Financial)
<input type="checkbox"/>	2. Technical Proposal (1 Original, unbound. 1 Copy, Bound)
<input type="checkbox"/>	3. Financial Proposal

Technical Proposal Checklist

<input type="checkbox"/>	1. Attachment A: Labels for Proposal Envelopes Technical Proposal Submission Label
<input type="checkbox"/>	2. Attachment B: Proposal Cover Sheet
<input type="checkbox"/>	3. Bid Confidentiality/FOIL Letter if applicable (see Section 5.7.5 Bid Confidentiality/FOIL)
<input type="checkbox"/>	4. Assurance of No Conflict of Interest or Detrimental Effect Letter (see: Section 5.7.6: Assurance of No Conflict of Interest or Detrimental Effect for Bidder and all proposed subcontractors)
<input type="checkbox"/>	5. Technical Proposal (See: Section 5.4 Technical Proposal Mandatory Requirements)
<input type="checkbox"/>	6. Resumes for both Key Staff positions
<input type="checkbox"/> No. of Copies _____	7. Attachment H: References and Project Abstract Form. Submit one copy for each reference (a minimum of 2 References for the Bidder's Firm are required). Print one copy of the form for each reference and indicate the number of copies of the form being submitted in box to the left.
<input type="checkbox"/>	8. Attachment I: Mandatory Qualifications Detail Forms <ul style="list-style-type: none"> <input type="checkbox"/> Bidder <input type="checkbox"/> IV & V Project Manager (include 3 references) <input type="checkbox"/> IV & V Quality Assurance Manager (include 3 references)
<input type="checkbox"/>	9. Attachment O: Bidder's Key Staff Certification
<input type="checkbox"/>	10. Attachment Q: IV&V for EMR Key Staff Roster

Attachment T: Checklist for Bid Submission

Financial Proposal Checklist

<input type="checkbox"/>	1. Attachment A: Label for Financial Proposal
<input type="checkbox"/>	2. Attachment C: Proposal Cost Statement
<input type="checkbox"/>	3. Attachment D: Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles
<input type="checkbox"/>	4. Attachment E: Vendor Responsibility Questionnaire Certification
<input type="checkbox"/>	5. Attachment F: Non-Collusive Bidding Certification
<input type="checkbox"/>	6. ATTACHMENT J1: Offeror's Affirmation of, Understanding of, Agreement to, and Compliance with OMH Procurement Lobbying Guidelines
<input type="checkbox"/>	7. Attachment J2: OMH Offeror Disclosure of Prior Non-Responsibility Determinations
<input type="checkbox"/>	8. Attachment K: Employment Opportunity Policy Statement
<input type="checkbox"/>	9. MWBE Requirements: <input type="checkbox"/> Attachment L: MWBE Contractor Utilization Plan <input type="checkbox"/> Attachment M: MWBE Request for Waiver
<input type="checkbox"/>	10. Attachment N: New York State Department of Taxation and Finance ST-220-CA Contractor Certification to Covered Agency (6/06)
<input type="checkbox"/>	11. Attachment P: Form A
<input type="checkbox"/>	12. Attachment R: Anti-Discrimination and Prohibition of Participation in an International Boycott
<input type="checkbox"/>	13. New York State Disability Benefits Insurance Requirements <input type="checkbox"/> Form CE-200, or <input type="checkbox"/> C-105.2 or <input type="checkbox"/> U-26.3, or <input type="checkbox"/> SI-12 or <input type="checkbox"/> GSI-105.2 Submitted to show compliance with New York State Disability Benefits Insurance requirements
<input type="checkbox"/>	14. New York State Worker Compensation & Disability Benefits <input type="checkbox"/> Form CE-200 or <input type="checkbox"/> DB-120.1 or <input type="checkbox"/> DB-155 Submitted to show proof of coverage of New York State Worker Compensation & Disability Benefits



Attachment U: Notice of Deficiency Memo

Date:

[Contractor Company Name]
Attn: [Contract Signatory:
Street Address
City, State, Zip

Contractor Project Manager: [Contractor Project Manager]
OMH Procurement Officer: [Procurement Officer]
Contract Name: IV&V for EMR
Contract Number: C009990
Project Name and Description: Independent Verification and Validation for Electronic Medical Records implementation.

Dear _____,

The New York State Office of Mental Health (OMH) finds that **[Contractor]** has failed to perform in accordance with the contract named above. According to the terms of the contract, the OMH may give the Contractor written notice specifying such Event of Breach and require the Contractor to remedy the Event of Breach.

Description of Expected Performance

Please see "IV&V for EMR" RFP section [3.2.n - Description] under section 3.2 "Contracted Services" OR "IV&V for EMR" RFP section [3.3.n - Description] under section 3.3 "Work Products", which states:

"[text of Contracted Service or Work Product]"

Description of Actual Performance

[State what actually happened – what was delivered, measurement(s) – this must be factual and observable.]

Statement of Deviation

[you were supposed to..., you fell short by.... (will be factual and specific)]



Corrective Action - Contractor

1. **Work Product** - In the event the Contractor fails to submit a Work Product, or if the OMH determines that an IV&V Work Product cannot be accepted, the OMH will issue a Notice of Deficiency. The Contractor will then have a cure period, beginning with the dissemination of the OMH's Notice of Deficiency and lasting for [a period of time to be determined by the OMH, generally within 5 business days.]
2. **Contracted Services** - In the event the Contractor fails to perform one or more Contracted Services, or if the OMH determines that the performance of the Contracted Services is unacceptable, the OMH will issue a Notice of Deficiency. The Contractor will then have a cure period, beginning with the dissemination of the OMH's Notice of Deficiency and lasting for [a period of time to be determined by the OMH, generally within 5 business days.]

Corrective Action – Agency

1. **Work Product** - If, at the end of the cure period, the Work Product submitted by the Contractor cannot be approved, OMH may, at its sole discretion, deny all or part of the next IV&V Invoice payment and any subsequent payments until the Work Products are acceptable to OMH;
2. **Contracted Services** - If, at the end of the cure period, the Contracted Services performed by the Contractor still cannot be approved, OMH may, at its sole discretion, deny all or part of the next IV&V Invoice payment and any subsequent payments until the Contracted Services are acceptable to OMH;

Responses to this Notice of Deficiency Memo are to be sent to:

[NYS OMH CIT Procurement Manager]

[NYS OMH EMR Project Manager]

Sincerely,

Attachment V: Contract Documents

<u>STATE AGENCY</u> NYS Office of Mental Health 44 Holland Ave Albany NY 12229		<u>NYS COMPTROLLER'S NUMBER:</u> C009990 <u>ORIGINATING AGENCY CODE:</u> 50000	
<u>CONTRACTOR</u>		<u>TYPE OF PROGRAM</u> EMR IV&V	
<u>CHARITIES REGISTRATION NUMBER:</u> N/A <u>FEDERAL TAX IDENTIFICATION NUMBER:</u> <u>NYS Vendor Identification Number:</u>		<u>CONTRACT PERIOD:</u> <u>CONTRACT AMOUNT:</u> (As per Appendix B)	
<u>STATUS:</u>		<u>RENEWAL TERM:</u>	
CONTRACTOR IS <input type="checkbox"/>	IS NOT <input type="checkbox"/> A <u>SECTARIAN</u> <u>ENTITY</u>	FROM: TO:	
CONTRACTOR IS <input type="checkbox"/>	IS NOT <input type="checkbox"/> A <u>NOT-FOR-PROFIT</u> <u>ORGANIZATION</u>		
CONTRACTOR IS <input type="checkbox"/>	IS NOT <input type="checkbox"/> A <u>MUNICIPALITY</u>		
<u>APPENDICES ATTACHED OR REFERENCED AND PART OF THIS AGREEMENT:</u> (Applicable Appendixes must be checked [X])			
APPENDIX A	<input checked="" type="checkbox"/>	Standard Clauses as required by the Attorney General for all State contracts.	
APPENDIX A-1	<input checked="" type="checkbox"/>	Agency-specific Clauses (State Operations)	
APPENDIX A-	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	MWBE and EEO Requirements Exhibit 1: MWBE Utilization Plan Exhibit 2: MWBE Request for Waiver (if applicable) Exhibit 3: MWBE Quarterly Report Exhibit 4: EEO Workforce Utilization Report	
APPENDIX B	<input checked="" type="checkbox"/>	Budget	
APPENDIX C	<input checked="" type="checkbox"/>	Payment and Reporting Schedule	
APPENDIX D	<input checked="" type="checkbox"/>	Program Work Plan	
APPENDIX F	<input checked="" type="checkbox"/>	HIPAA Business Associate Agreement	
APPENDIX G	<input checked="" type="checkbox"/>	Additional Insurance Requirements (where applicable)	
APPENDIX H	<input checked="" type="checkbox"/>	Facility specific clauses	
APPENDIX I	<input checked="" type="checkbox"/>	Consulting Disclosure Instructions and Form B – 2 pages (where applicable)	
APPENDIX J	<input checked="" type="checkbox"/>	Request for Proposal	

APPENDIX K	<input checked="" type="checkbox"/>	Contractor's Proposal
APPENDIX X	<input checked="" type="checkbox"/>	Modification Agreement Form

CONTRACT SIGNATURE PAGE

Contract Number:

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

CONTRACTOR:

By: Printed Name: Title:

Signature: _____ Date:

Must complete the Individual, Corporation, Partnership, or LLC Acknowledgement page and have it notarized

STATE AGENCY:

By: Printed Name: Title:

Signature: _____ 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. No information that may negatively impact the contractor's responsibility has come to the agency's attention and OMH has reasonable assurance that the contractor continues to be responsible.

CIVIL SERVICE APPROVAL (If Required)

STATE OF NEW YORK AGREEMENT

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Title:

Title:

Date:

Date:

CONTRACT SIGNATURE PAGE (Cont.)

Page 2 of 2

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGEMENT

Contract Number:

STATE OF _____)

SS:

County of _____)

On this ____ day of ____ 20____, before me personally appeared _____, to me known and known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he/she resides at _____, Town of _____, County of _____, State of _____ and further that:

[CHECK ONE]

(If an Individual): he/she executed the foregoing instrument in his/her name and on his/her own behalf.

(If a Corporation): he/she is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he/she is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(If a Partnership): he/she is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he/she is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(If a limited liability company): he/she is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that, he/she is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said

STATE OF NEW YORK AGREEMENT

limited liability company as the act and deed of said limited liability company.

Notary Public

Registration Number: _____ **State of** _____

STATE OF NEW YORK AGREEMENT

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

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT:

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the contract amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD 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 to modify the AGREEMENT within an existing PERIOD; the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.
- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Work plan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines: and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Conflicts between documents shall be resolved in the following order of precedence:
 - 1. Appendix A (Standard Clauses for NYS Contracts).
 - 2. Amendment(s) to this Agreement.
 - 3. This Agreement (except Appendix A, Appendix J, and Appendix K).
 - 4. The Request for Proposal (Appendix J)
 - 5. Contractor's Proposal (Appendix K).

STATE OF NEW YORK AGREEMENT

In the event of a conflict among documents included in a category listed above, the document latest in time shall take precedence.

STATE OF NEW YORK AGREEMENT (Cont.)

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE'S designated payment office (identified in Appendix C) all appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR'S costs and services provided pursuant to This AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. 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 claim, demand or application to or for any right based upon any different status.

V. Property

STATE OF NEW YORK AGREEMENT (Cont.)

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

- A.** Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B.** Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C.** Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

**APPENDIX A
STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

December 2011

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).

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, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital 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.

APPENDIX A
STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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

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

thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**APPENDIX A
STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

**APPENDIX A
STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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.

**APPENDIX A
STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

**APPENDIX A
STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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.

THIS SECTION INTENTIONALLY LEFT BLANK

**APPENDIX A-1
AGENCY-SPECIFIC CLAUSES
(State Operations)**

I. GENERAL PROVISIONS

1. If applicable, this agreement may be extended for an additional term as defined in the renewal term section on the cover page of the contract.
2. The OMH shall have the right to terminate this contract early for: (i) unavailability of funds; (ii) cause; or (iii) convenience. The OMH may invoke its right to terminate for convenience upon ninety days written notice to the CONTRACTOR of its intent to terminate the contract; except that, if some other provision of the contract gives the State a general right to terminate upon less than 90 days prior notice, that provision of the contract shall govern and 90 days notice shall not be required. If the contract is not terminated, prices may be adjusted only as defined in the bid specifications (when incorporated by reference) and APPENDIX B
3. The OMH reserves the right to terminate this contract in the event it is found that the certification filed by the CONTRACTOR in accordance with the New York State Finance Law 139-k was intentionally false or intentionally incomplete. Upon such finding, the OMH may exercise its termination right by providing written notification to the CONTRACTOR.

4. Vendor Responsibility

- A. CONTRACTOR covenants and represents that it has, to the best of its knowledge, truthfully and thoroughly completed CONTRACTOR's Vendor Responsibility Questionnaire (hereinafter "Responsibility Questionnaire") provided to CONTRACTOR by the STATE prior to execution of this Agreement. CONTRACTOR further covenants and represents that as of the date of execution of this Agreement, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Responsibility Questionnaire.
- B. CONTRACTOR shall provide to the STATE updates to the Responsibility Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Responsibility Questionnaire becomes available.
- C. In addition, CONTRACTOR shall promptly report to the STATE the initiation of any investigation or audit by a governmental authority with enforcement authority with respect to any alleged violation of federal or state law by CONTRACTOR, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of CONTRACTOR'S business. Such report shall be made within five business days following CONTRACTOR becoming aware of such event, investigation or audit and may, subject to the due process provided in Section (F) below, be considered by the STATE in making a Determination of Vendor Non-Responsibility pursuant to this section.
- D. The STATE reserves the right, in its sole discretion, at any time during the term of this Agreement:
 1. To require updates or clarifications to the Responsibility Questionnaire upon written request.
 2. To inquire about information included in or required information omitted from the Responsibility Questionnaire, and to require CONTRACTOR to provide such information to the STATE within a reasonable timeframe.
- E. The STATE reserves the right to make a final determination of non-responsibility (hereinafter "Determination of Non-Responsibility") at any time during the term of this Agreement based on:
 1. Any information provided in the Responsibility Questionnaire and/or in any updates, clarifications or amendments thereof; or
 2. The STATE's discovery of any material information which pertains to CONTRACTOR's responsibility.
- F. Prior to making a final Determination of Non-Responsibility, the STATE shall provide written notice to CONTRACTOR that it has made a preliminary determination of non-responsibility. The STATE shall detail the reason(s) for the preliminary determination, and shall provide CONTRACTOR with an opportunity to be heard.

**APPENDIX A-1
AGENCY-SPECIFIC CLAUSES
(State Operations)**

- G.** The State's final Determination of Non-Responsibility shall be a basis for termination pursuant to paragraph C of Section III, Terminations, in the State of New York Agreement.
- 5.** If Section 5-a of the NYS Tax Law is applicable, the CONTRACTOR must submit the following forms as and when required: to the NYS Tax Department, a Contractor Certification Form ST-220-TD, and to OMH, a Contractor Certification to Covered Agency Form ST-220-CA.
- 6.** The OMH may order the CONTRACTOR, in writing, to suspend performance for a reasonable period of time. OMH shall have no obligation to reimburse CONTRACTOR'S expenses during the suspension period.
- 7.** The CONTRACTOR warrants to the OMH that it has secured sufficient right, title and interest to ensure that OMH may use any design, device, material, source-code or process comprising all or part of the deliverables.
- 8.** In the event that CONTRACTOR is provided access to any electronic data or computer application maintained by OMH, OMH may request, and CONTRACTOR shall execute, such additional forms or agreements as OMH generally requires as a condition of such access (e.g., Data Exchange Agreement, Computer Application Sharing Agreement, Confidentiality and Non-Disclosure Agreement).
- 9.** Unless otherwise provided, the OMH has an irrevocable, royalty-free, non-exclusive and world-wide license to publish, reproduce, display, disclose or otherwise use any of the contract deliverables; provided, however, that if and to the extent that the contract deliverables require CONTRACTOR to create, write, develop or produce an original work which is or could be subject to protection under the laws governing intellectual property, including but not limited to the laws of copyright and patents (the "Work"), such Work shall be deemed to be a work made for hire and in the course of the services being rendered under this Agreement and shall belong exclusively to OMH, with OMH having the sole right to obtain, hold and renew in its own name, all copyrights or other appropriate protection. To the extent that any such Work may not be deemed to be a work made for hire, CONTRACTOR hereby irrevocably assigns to OMH all right, title and interest therein. CONTRACTOR shall ensure that all copies of the Work are marked with appropriate copyright notices and shall give OMH all reasonable assistance and execute all documents necessary to assist and/or enable OMH to perfect, preserve, register and/or record its rights in any Work. Upon termination, cancellation or expiration of this Agreement, CONTRACTOR shall turn over all Works to OMH, and upon request, any OMH documents or items furnished to CONTRACTOR during the performance of this Agreement.
- 10.** In the event that CONTRACTOR, in the course of performance hereunder, obtains access to information, data or records deemed confidential in accordance with the provisions of Mental Hygiene Law Section 33.13 and/or "protected health information" as such term is defined in 45 C.F.R. Parts 160, 164, then CONTRACTOR shall restrict its use of that information, data or records for the limited purposes of this agreement and in accordance with Appendix F of this agreement, if and as applicable. Any such access shall be neither construed nor considered a disclosure of confidential records to CONTRACTOR, but rather as a ministerial record keeping activity of the OMH. Any further dissemination or any use beyond that specifically authorized, of any such information, data or records, by CONTRACTOR, its agents, successors or associates shall constitute an unlawful disclosure of confidential information in violation of Mental Hygiene Law Section 33.13, and/or 45 C.F.R. Parts 160, 164, as applicable, and CONTRACTOR acknowledges that it has an affirmative obligation to safeguard any such information, data or records from unnecessary distribution amongst its agents and to any third parties. CONTRACTOR specifically agrees to indemnify OMH from damages to third parties flowing from any breach of the confidentiality of records in the possession or control of CONTRACTOR.
- 11.** In the event that CONTRACTOR, in the course of performance hereunder, obtains access to information, data or records deemed confidential by OMH (other than information, data or records which is already covered by paragraph 11 above) ("Confidential Information"), CONTRACTOR shall hold all such Confidential Information in confidence and not disclose or make it available to third parties without OMH's written permission. CONTRACTOR further agrees to use such Confidential Information solely for the purpose of fulfilling its obligations under this Agreement. This obligation will not apply to information which:
- A.** Was known to CONTRACTOR prior to receipt from OMH as evidenced through written documentation;

APPENDIX A-1
AGENCY-SPECIFIC CLAUSES
(State Operations)

- B.** Was or becomes a matter of public information or publicly available through no fault on the part of CONTRACTOR;
 - C.** Is acquired from a third party entitled to disclose the information to CONTRACTOR;
 - D.** Is developed independently by CONTRACTOR with the use of OMH's Confidential Information;
- 12.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The paragraph headings in this Agreement are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. This Agreement has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.
- 13.** In that purchases by the State of New York are not subject to sales tax, transportation tax and Federal excise tax, payment for such amounts may not be claimed, declared or allowed under this agreement. Exemption certificates will be provided upon request.
- 14.** Federal law requires that OMH provide their Contractors with information about the Federal False Claims Act, the New York State False Claims Act and other federal and state laws that play a role in preventing and detecting fraud, waste and abuse in federal health care programs. This information must include the whistleblower protections that are in these laws. OMH must also provide its Contractors with information about OMH's own policies and procedures for detecting and preventing waste, fraud and abuse.

Detailed descriptions of these laws, their whistleblower protections and OMH's policies are at: <http://www.omh.ny.gov/omhweb/about/> . Information can also be found at the New York State Medicaid Inspector General web site located at <http://www.omig.state.ny.us>  to obtain information about these laws. CONTRACTORS having difficulty finding this information or wishing to request a paper copy may contact OMH Counsel's Office at (518) 474-1331 or MedicaidPolicy@omh.state.ny.us.

All Contractors of OMH are required to participate in the reviews and audits described in the OMH policies, and to abide by these policies with respect to funding for OMH services. Contractors are required to make the information at the web site address listed above available to all their employees and to sub-contractors involved in performing work under the contract with OMH.

- 15.** On April 26, 2008, Governor David A. Paterson signed Executive Order No. 4 – establishing a State Green Procurement and Agency Sustainability Program that will promote environmental sustainability and stewardship. These programs and policies will focus on reducing potential impacts on public health and the environment by supporting recycling, reducing or eliminating the use of toxic substances, pollution and waste, increasing energy efficiency and using renewable energy sources.

Where feasible, contractors shall adhere to the NYS Executive Orders No. 4 (issued 04/26/08) which is referenced at the online web address of http://www.ny.gov/governor/executive_orders/xeorders/eo_4.html,  and Executive Order No. 134 (issued 01/05/05 by former Governor George E. Pataki), which is referenced at the on-line address of <http://www.ogs.state.ny.us/purchase/GreenPurchasing.asp> 

- 16.** Force Majeure: Neither Party shall be responsible for any delay or failure of performance under this Agreement to the extent resulting from causes beyond its reasonable control and without its fault or negligence, including but not limited to acts of God, fire, flood, war, terrorism, labor disputes, strikes, lockouts, riot or civil commotion; provided that the party claiming non-responsibility hereunder shall give prompt notice to the other that a force majeure event has occurred and if requested, evidence thereof. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

17. NOTICES

**APPENDIX A-1
AGENCY-SPECIFIC CLAUSES
(State Operations)**

- A.** All notices permitted or required hereunder shall be in writing and shall be transmitted either:
1. via certified or registered United States mail, return receipt requested,
 2. by facsimile transmission,
 3. by personal delivery,
 4. by expedited delivery service, or
 5. by e-mail.

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

- B.** 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.
- C.** 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 representatives 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 A-2

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

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A, OMH recognizes its obligation under the law 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 OMH 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 OMH establishes 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, OMH hereby establishes an overall goal of **50%** for MWBE participation, either with a Minority-Owned Business Enterprises ("MBE") or Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). 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 OMH may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: [Division of Minority & Women Business Development](#).²⁴ For guidance on how OMH will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and OMH 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.

By submitting a bid or proposal, a bidder on the Contract ("Bidder") agrees to submit the following documents and information as evidence of compliance with the foregoing:

- A. Bidders are required to submit a MWBE Utilization Plan on Attachment L with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OMH.
- B. OMH will review the submitted MWBE Utilization Plan and advise the Bidder of OMH acceptance or issue a notice of deficiency within 20 days of receipt.

C. 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 by submitting to the OMH, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OMH to be inadequate, OMH shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Attachment M, if not previously submitted with its Bid Proposal. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

D. OMH 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 in the event that MWBE participation goals set forth in this contract are not met; or
- d) If OMH determines that the Bidder has failed to document good faith efforts.

Contractors shall 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 OMH, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's Quarterly MWBE Contractor Compliance & Payment Report set forth in Contract Appendix A-2, Exhibit 3, to the OMH, by the 10th 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.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. 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, shall 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.

Bidder further agrees, where applicable, to submit with the bid a staffing plan set forth in Attachment K-1 identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the OMH, a workforce utilization report set forth in Appendix A-2, Exhibit 4, identifying the workforce actually utilized on the Contract if known.

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

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

Appendix A-2
Exhibit 1 and Exhibit 2 (if applicable)

Attach Final MWBE Utilization Plan and/or Request for Waiver (if applicable)

**APPENDIX B
BUDGET**

(To be completed after CONTRACTOR selection utilizing **Attachment “D”, Bid Quote Sheet** from the selected bid.)

**APPENDIX C
PAYMENT AND REPORTING SCHEDULE**

CONTRACTOR shall submit to the OMH one properly completed monthly invoice together with required supporting documentation, in a format satisfactory to the OMH. For purposes of this provision and Article 11A of the State Finance Law, the invoice shall be remitted to the following address:

NOTE: The e-mailing of invoices, along with all backup documentation will help expedite the payment process.

Email invoices to: CITER-Invoicing@omh.ny.gov

REFERENCE CONTRACT # C009990 AND AGENCY CODE 50000 ALL INVOICES AND CORRESPONDENCE.

THE FOLLOWING INFORMATION MUST BE INCLUDED ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT AND/OR NON PAYMENT OF INVOICE UNTIL SUCH INFORMATION IS PROVIDED.

**CONTRACTOR NAME & ADDRESS
CONTACT PERSON NAME with PHONE NUMBER
E-MAIL ADDRESS**

Payments to CONTRACTOR will be due thirty (30) days thereafter and shall be made in accordance with usual State practices. **However, no payments shall be due prior to the date upon which this Agreement was approved by the New York State Office of the State Comptroller.** Additionally, the OMH may at its discretion, withhold any payment due under this Agreement until such time as the CONTRACTOR has submitted to OMH all Deliverables, including reports, which are due prior to invoice submission. When applicable, this includes submission of **Consultant Disclosure Form B and MWBE Contractors Compliance Reports, all of which shall be considered required deliverables of this Agreement.**

In order for payments to be continued to be processed under the terms of the current contract, reports must be submitted on time as follows: MWBE Contractors Compliance Reports must be submitted in accordance with the requirements of Appendix A-2. Monthly reports shall be due no later than the 15th of the month following the reported month. Quarterly reports shall be due no later than 30 days after the end of the reported quarter (i.e., July 30, October 30, January 30 and April 30). Semi-annual reports shall be due no later than 30 days after the end of the preceding two quarters (i.e., October 30 and April 30). Form B must be received by the OMH by the defined due date of April 30th. For contracts that end prior to March 31 of any calendar year, the Form B, and any MWBE Contractors Compliance Report then outstanding will be due when submitting the invoice for the final month of services rendered under the contract.

Invoices:

Submit only **ONE** monthly invoice (and **ONE** invoice number) for all services/cumulative periods of services rendered during that month. The invoice must also include the date(s) and the rate(s) charged as per Appendix B and the description of the specific service rendered. All invoices shall include appropriate back up documentation such as signed time cards, signed log sheets, travel receipts, Time and Materials documentation, etc. At a minimum, payrolls must show the following information for each person employed on a public work project:

1. Name
2. Classification(s) in which the worker was employed
3. Hourly wage rate(s) paid
4. Supplements paid or provided
5. Daily and weekly number of hours worked in each classification.

APPENDIX C PAYMENT AND REPORTING SCHEDULE

Note: A sample of an acceptable payroll form (WH-347) can be obtained at the United States Department of Labor web site: <http://www.dol.gov/> 

The use of form WH-347 is not mandatory; the form is available for the convenience of contractors/subcontractors that are required to submit payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, within ten days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to, time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten days will result in the withholding of up to 25% of the contract, not to exceed one hundred thousand dollars. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000, payroll records and certifications must be kept on the project worksite.

Do not submit statements.

Non-Compliance:

The CONTRACTOR shall provide complete and accurate billing invoices to OMH in order to receive payment. Billing invoices submitted to OMH must contain all information and supporting documentation required by the Contract, OMH, and the State Comptroller. In the event that the CONTRACTOR submits an inaccurate or incomplete invoice, OMH may refuse to pay the invoice and may return it to the CONTRACTOR with a written explanation for the decision to refuse payment. The CONTRACTOR must submit a corrected invoice within 30 days. OMH reserves the right to deem the CONTRACTOR non-compliant and to terminate the contract if, after having been giving notice and an opportunity to cure, the CONTRACTOR fails to submit accurate and complete invoices on more than 3 occasions during the term of the contract.

Electronic Payment:

The CONTRACTOR (OSC G-Bulletin G-240 <http://www.osc.state.ny.us/agencies/gbull/g240.htm> ) is required to participate in the Electronic Payment program offered by the NYS Office of the State Comptroller (OSC). For additional information and to apply for Electronic Payments, the CONTRACTOR is directed to the following web site: <http://www.osc.state.ny.us/epay/index.htm> 

All correspondence relating to the OSC Electronic Payments program should be directed to:

**NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street – 9th Floor
Albany, NY 12236
Telephone: (518) 402-4067
E-Mail: epunit@osc.state.ny.us**

Payment for invoices submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper is expressly authorized by OMH's Office of Financial Management, at OMH's sole discretion, due to extenuating circumstances. Such electronic payment shall be in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. The CONTRACTOR acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where OMH's Office of Financial Management has expressly authorized payment by paper check as set forth above.

Contractor Inquiry on Paid Invoices:

The following OSC payment inquiry site can be used solely for the purpose of obtaining specific check/electronic payment information (the Contractor must have a payment check in hand). The information is limited to disclosure as to the specific invoice(s) applied to a particular check.

**APPENDIX C
PAYMENT AND REPORTING SCHEDULE**

The Contractor is required to enter its Federal ID # and the Electronic Payment # or the Check # of the check received. The associated invoice #'s paid against the check will then be displayed.
<https://wwe1.osc.state.ny.us/ach3/achpaf.cfm> 

Requirement for All Contracts When a Prevailing Wage Schedule Applies:

1) Submission of Certified Payroll:

The CONTRACTOR and/or subcontractor must attach to **every invoice** a current transcript of the original payrolls that covers the time period on the submitted invoice, subscribed and affirmed as true under penalty of perjury. **This transcript is a required deliverable of this contract and is a condition of payment.**

OSHA 10 Compliance: For contracts with a total value of \$250,000.00 or more the CONTRACTOR and/or subcontractor must comply with the OSHA 10 Compliance Law (Chapter 282 of the Laws of 2007, codified as Labor Law 220-h). Under this law every one of the CONTRACTOR'S and/or SUB-CONTRACTOR'S employees who will perform service under this contract must be certified as having completed an OSHA 10 safety training course before they can perform any work under this contract. When applicable, the CONTRACTOR and/or its SUB-CONTRACTORS must attach a copy of proof of completion of the OSHA 10 Course for each employee on the 1st certified payroll submitted to OMH and on each succeeding payroll where any new or additional employees are first listed. **If OSCH 10 Compliance applies than the above information is a deliverable of this contract and a condition of payment.**

***Proof of completion may include but is not limited to:**

- Copies of bona fide course completion card;
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card;
- Other valid proof.

*A certification by the employer attesting that all employees have completed such course is **not** sufficient proof that the course has been completed.

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**APPENDIX D
PROGRAM WORK PLAN**

All terms and conditions of Bid/Solicitation #C009990 apply to this contract, including all questions and answers.

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**APPENDIX F
BUSINESS ASSOCIATE AGREEMENT**

Revised January 26, 2011

1. The terms and conditions of this document entitled "Appendix F, Business Associate Agreement" ("Business Associate Agreement"), and attached to and incorporated in the Agreement, shall apply in the event that Protected Health Information (as defined below) is used or disclosed in connection with or in the course of Contractor's performance of the Agreement, and pursuant to which Contractor may be considered a "business associate" of the New York State Office of Mental Health as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH ACT") as Title XIII of Division A, and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-115).

2. For purposes of this Business Associate Agreement, the term "Contractor" shall mean and include the term "Business Associate" as such term is defined in 45 CFR §164.103.

3. **Definitions:** Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in 45 CFR §§160.103, 164.103, and 164.501.

a. Breach. "Breach" shall have the same meaning as the term "breach" in §13400 of the HITECH Act and guidance issued by the Department of Health and Human Services and shall include the unauthorized acquisition, use, or disclosure of Protected Health Information that compromises the privacy or security of such information.

b. Covered Entity. "Covered Entity" shall mean the New York State Office of Mental Health.

c. Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR §164.501.

d. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g)

e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, subparts A and E.

f. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, but is limited to the protected health information created or received by Contractor for or on behalf of Covered Entity in connection with or in the course of Contractor's performance of the Agreement.

g. Required by Law. "Required by Law" shall have the same meaning as the term "Required by Law" in 45 CFR §164.103.

h. Secretary. "Secretary" shall mean the Secretary of the Federal Department of Health and Human Services or his/her designee.

i. Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, subparts A and C.

j. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology specified by the Secretary in guidance, or as otherwise defined in §13402(h) of the HITECH Act.

4. Obligations and Activities of Contractor:

**APPENDIX F
BUSINESS ASSOCIATE AGREEMENT**

- a. Contractor agrees not to use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

- b. Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement, and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected

**APPENDIX F
BUSINESS ASSOCIATE AGREEMENT**

Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity pursuant to this Agreement. Contractor agrees to fully comply with the responsibilities of Business Associates as set forth in §13401 of the HITECH Act.

c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of the Agreement,

d. Contractor agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement of which it becomes aware. Further, Contractor agrees to report to Covered Entity any security incident of which it becomes aware, including a Breach of Unsecured Protected Health Information. In the event of such a breach:

(1) Contractor shall promptly notify Covered Entity of the breach when it is discovered, but no later than 60 days from the discovery of the breach. A breach is considered discovered on the first day on which Contractor knows or should have known of such breach. Such notification shall identify the Individuals, and their contact information, whose Unsecured Protected Health Information has, or is reasonably believed to have been, the subject of the breach.

(2) Covered Entity shall promptly notify individuals about a breach of their Unsecured Protected Health Information as soon as possible but not later than 60 calendar days after discovery of the Breach, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Notification shall meet the requirements of §13402 of the HITECH Act.

e. Contractor agrees to ensure that any agent or subcontractor of Contractor to whom Contractor provides Protected Health Information received from, or created or received by Contractor on behalf of Covered Entity pursuant to the Agreement agrees to at least the same restrictions and conditions that apply through this Business Associate Agreement to Contractor with respect to such Protected Health Information.

f. To the extent that the information made available to Contractor under the Agreement includes Protected Health Information in a Designated Record Set, Contractor agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR §164.524.

g. To the extent that the information made available to Contractor in connection with or in the course of Contractor's performance of the Agreement includes Protected Health Information in a Designated Record Set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

h. Contractor agrees to make its 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 Contractor on behalf of Covered Entity pursuant to the Agreement available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner as designated by the Covered Entity, for purposes of the Secretary's determining Covered Entity's compliance with the Privacy Rule.

i. Contractor agrees to document such disclosures of Protected Health Information under the Agreement and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

**APPENDIX F
BUSINESS ASSOCIATE AGREEMENT**

j. Contractor agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with paragraph (i) of Section 4 of this Business Associate Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

k. Contractor shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule to the same extent that Covered Entity is responsible for compliance with such rule.

**APPENDIX F
BUSINESS ASSOCIATE AGREEMENT**

5. Permitted Uses and Disclosures by Contractor

Except as otherwise limited in the Agreement and this Business Associate Agreement, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

6. Specific Use and Disclosure Provisions

a. Except as otherwise limited in the Agreement or this Business Associate Agreement, Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

b. Except as otherwise limited in the Agreement and this Business Associate Agreement, Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality obligations under this Business Associate Agreement have been breached.

c. Except as otherwise limited in the Agreement and this Business Associate Agreement, Contractor may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted in 45 CFR §164.504(e)(2)(i)(B).

d. Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with New York State Mental Hygiene Law and 45 CFR §164.502(j)(1).

7. Obligations of Covered Entity

a. Covered Entity shall notify Contractor of any limitation(s) in its notice of privacy practices Covered Entity produces in accordance with 45 CFR §164.520, to the extent that such limitation may affect Contractor's use or disclosure of Protected Health Information.

b. Covered Entity shall notify Contractor of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Contractor's permitted or required uses and disclosures.

c. Covered Entity shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

8. Permissible Requests by Covered Entity

Covered Entity shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity may permit Contractor to use or disclose Protected Health Information for data aggregation or management and administrative activities of Contractor, if the Agreement includes provisions for same.

9. Remedies in Event of Breach

**APPENDIX F
BUSINESS ASSOCIATE AGREEMENT**

CONTRACTOR HEREBY RECOGNIZES THAT IRREPARABLE HARM MAY RESULT TO COVERED ENTITY, AND TO THE BUSINESS OF COVERED ENTITY, IN THE EVENT OF BREACH BY CONTRACTOR OF ANY OF THE COVENANTS AND ASSURANCES CONTAINED IN THIS BUSINESS ASSOCIATION AGREEMENT. AS SUCH, IN THE EVENT OF BREACH OF ANY OF THE COVENANTS AND ASSURANCES CONTAINED IN SECTIONS 4, 5, OR 6 ABOVE, COVERED ENTITY SHALL BE ENTITLED TO ENJOIN AND RESTRAIN CONTRACTOR FROM ANY CONTINUED VIOLATION OF SUCH SECTIONS. FURTHERMORE, IN THE EVENT OF BREACH OF SECTIONS 4, 5, OR 6 BY CONTRACTOR, COVERED ENTITY IS ENTITLED TO REIMBURSEMENT AND INDEMNIFICATION FROM CONTRACTOR FOR COVERED ENTITY'S REASONABLE ATTORNEYS' FEES AND EXPENSES AND COSTS THAT WERE REASONABLY INCURRED AS A PROXIMATE RESULT OF CONTRACTOR'S BREACH. THE REMEDIES CONTAINED IN THIS SECTION SHALL BE IN ADDITION TO (AND NOT SUPERSEDE) ANY ACTION FOR DAMAGES AND/OR ANY OTHER REMEDY COVERED ENTITY MAY HAVE FOR BREACH OF ANY PART OF THIS AGREEMENT.

10. Consideration

Contractor acknowledges that the promises it has made in this Business Associate Agreement shall, henceforth, be relied upon by Covered Entity in choosing to continue or commence a business relationship with Contractor.

11. Interpretation of this Business Associate Agreement in Relation to Other Contracts Between the Parties

Should there be any conflict between the language of this Agreement and any other contract or agreement entered into between the Parties (either prior or subsequent to the date of this Business Associate Agreement), the language and provisions of this Business Associate Agreement shall control and prevail unless, in a subsequent written agreement, the Parties specifically refer to this Business Associate Agreement by its title and date, and specifically state that the provisions of the later written agreement shall control over this Business Associate Agreement.

12. Term and Termination

a. Term. The provisions of this Business Associate Agreement shall be effective as of the effective date of the Agreement and shall survive termination of the Agreement and shall not terminate unless and until all Protected Health Information is destroyed, or returned to Covered Entity or, if it is infeasible to return or destroy Protected Health Information, in accordance with the termination provisions in Section 9 (c)(2) of this Section, in which case Contractor's obligations hereunder shall continue for so long as Contractor maintains the Protected Health Information.

b. Termination for Cause. A breach of this Business Associate Agreement by either party shall be considered a material breach pursuant to Section III, B of the Agreement and may give rise to termination of the Agreement in accordance with Section III, B of the Agreement.

c. Effect of Termination.

(1) Except as provided in subparagraph (2) of this paragraph, upon termination of the Agreement for any reason, Contractor shall return to Covered Entity or destroy all Protected Health Information received from Covered Entity, or created or received by Contractor on behalf of Covered Entity. This provision shall apply to all Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information. Upon request by Covered Entity, Contractor shall certify in writing to Covered Entity that all Protected Health Information has been returned or destroyed as required by this section.

**APPENDIX F
BUSINESS ASSOCIATE AGREEMENT**

(2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Business Associate 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 Contractor maintains such Protected Health Information. Upon request by Covered Entity, Contractor shall certify in writing to Covered Entity that it has taken all the steps required by this section to protect Protected Health Information which could not feasibly be returned or destroyed.

13. Miscellaneous

- a. Regulatory References. A reference in this Business Associate Agreement to the Privacy or Security Rules means the rules as in effect or as amended, and for which compliance by a Covered Entity and/or Business Associate is required.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- c. Survival. The respective rights and obligations of Contractor under Section 9 of this Business Associate Agreement shall survive the termination of this Business Associate Agreement.
- d. Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

THIS SECTION INTENTIONALLY LEFT BLANK

**APPENDIX G
ADDITIONAL INSURANCE REQUIREMENTS**

N/A

THIS SECTION INTENTIONALLY LEFT BLANK

APPENDIX H
Facility Specific Clauses

- 1) Maximum speed limit on FACILITY grounds is as posted.
- 2) CONTRACTORS must park vehicle(s) only in those areas designated by FACILITY authorities. All vehicles will have windows rolled up, ignition, door and trunks securely locked with keys removed from the vehicle(s) at all times and the vehicle(s) will contain no firearms, ammunition, any other weapons, alcohol, illegal substances or explosives.
- 3) CONTRACTOR'S employees are prohibited from entering FACILITY buildings except on Official Business:
 - a) In each case, the immediate FACILITY supervisor must be notified.
 - b) No work may be performed after normal business hours without the prior approval of the FACILITY. Any contractors returning to a job site after the completion of the normal business day must register their presence on FACILITY grounds with the Safety Department.
 - c) CONTRACTOR'S employees shall be required to wear visible identification cards at all times while working at the FACILITY.
 - d) All workmen will enter and leave through designated gates.
 - e) Access to and from the pick-up/delivery sites will be over those routes laid out by FACILITY authorities.
 - f) In each case, when entering patient occupied areas, the FACILITY supervisor in charge of that area must be notified.
 - g) Proper sanitary conditions are to be maintained throughout the work area at all times.
 - h) Unless otherwise arranged, contractors will be responsible for unlocking and relocking of all doors located in their access route, storage or work location.
 - i) All windows, screens and doors must be kept locked at all times for the safety of the patients.
 - j) Should a patient exit an area through a door that normally would be locked as the CONTRACTOR'S staff passes through the door, the Safety Department must immediately be notified.
 - k) CONTRACTOR'S employees should be watchful for any FACILITY patient in or near their work area where safety hazards may be present. FACILITY staff or the Safety/Security Department should be notified, if necessary, to remove any patients from the immediate work area.
 - l) Contact or communication of any kind with patients is strictly prohibited. Any attempts by patients to contact or communicate should be reported immediately to the Safety Department.
 - m) Mistreatment in the form of physical, verbal or psychological abuse of patients or staff will not be tolerated under any circumstances. Even at their invitation, any form of sexual relations with a patient is prohibited and could result in criminal charges.
 - n) CONTRACTOR'S employees should not receive or give items to patients such as cigarettes, money, food, lighters, glass, sharp objects, medication, etc. No unauthorized person will mail letters or packages for patients or deliver same to them. There will be no financial transactions allowed.
- 4) CONFIDENTIALITY: It is the responsibility of all CONTRACTORS to protect the patient's right to privacy; patient information should ONLY be shared with those who have a "NEED TO KNOW".

APPENDIX H
Facility Specific Clauses

- 5) No firearms, weapons, alcohol, or illegal substances are permitted on the FACILITY grounds; any person found with any such items or under the influence of alcohol or illegal substances will be immediately removed from the job site and in the case of illegal drugs, immediately prosecuted.
- 6) Camouflage clothing of any type is prohibited.
- 7) Smoking is prohibited in all FACILITY buildings and if permitted at all, is allowed only in designated areas.
- 8) Cameras are not permitted to be used on FACILITY grounds unless approved by the proper FACILITY authority. Under no circumstances shall CONTRACTOR or CONTRACTOR's employees take any photographs of patients.
- 9) Use of cell phones and cell phones with picture taking capabilities are prohibited on the FACILITY's grounds.
- 10) All fires and emergency situations of any nature or size should be reported to the FACILITY's Safety/Security Department immediately. Fire Drills - Contractors are required to participate in FACILITY fire drills when they are in areas where the fire drill is being conducted. There are **no exceptions**. The staff contractor escort will assist in contractor participation in fire drills. For proper tool control, contractors should be the last to leave and the first to re-enter.
- 11) In the event of an emergency, workmen will remain in designated work areas where they will follow directions of the escort.
- 12) The FACILITY reserves the right to stop contract work at any time that the contract work may interfere with the welfare or the operation and security of the FACILITY or its personnel.
- 13) Key deposit: A deposit may be required for each set of keys issued by the FACILITY. Deposits will be refunded upon termination of services. Contractor employees' will sign out and sign in, on a daily basis, all keys and identification cards as required, from the FACILITY's Safety Department. Keys must be kept on the CONTRACTOR'S employees person at all times. Keys are not to be removed from the FACILITY grounds.
- 14) Contractors will adhere to all FACILITY rules of conduct and mandatory training.

APPENDIX I
Consultant Disclosure Form B

In 2006 the NYS State Finance Law was amended to require State Contractors who provide consulting Services to disclose, by employment category, the number of persons employed to provide Services under a Contract for consulting Services, the number of hours worked and the amount paid to the Contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any Subcontracts with the State Contractor.

In order to comply with this law the Contractor must complete the attached Form B. **This Form will need to be submitted each year by the Contractor for each year the Contract is in effect.** Its purpose is to capture historical information, detailing actual employment data for the most recently concluded State fiscal year, which runs from April 1 – March 31.

OMH is requesting that Form B be completed and sent to the following three (3) agencies by the close of business on April 30th of each year that this Contract is in effect. For Contracts that end prior to March 31 of any calendar year, the Form B will be due when submitting the invoice for the final month of Services rendered under the Contract.

1. By mail:

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

2. By mail:

NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239

3. By mail:

NYS Office of Mental Health
Capital District Psychiatric Center
CBO Procurement Unit
75 New Scotland Avenue
Albany, NY 12208

Instructions for filling out Form B (reference Form A that was submitted with the solicitation packet):
Form B should be completed for Contracts for consulting services in accordance with the following:

Scope of Contract: a general classification of the single category that best fits the predominate nature of the Services provided under the Contract. - **To be completed by the Contractor.**

Employment Category: the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing Services under the Contract. (Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at <http://online.onetcenter.org> to find a list of occupations.) - **To be completed by the Contractor**

Number of Employees: the total number of employees in the employment category employed to provide Services under the Contract during the Report Period, including part time employees and employees of Subcontractors. – **To be completed by the Contractor**

Number of hours (to be) worked: the total number of hours worked during the Report Period by the employees in the employment category. – **To be completed by the Contractor**

Amount Payable under the Contract: the total amount paid or payable by the State to the State Contractor under the Contract, for work by the employees in the employment category, for Services provided during the Report Period. – **To be completed by the Contractor**

APPENDIX X

Agency Code _____ Contract No. _____ Amendment # _____

Entire Contract Period _____ Entire Contract Amount for Period _____ (As per Appendix B)

Amendment Period _____ Amendment Amount for Period _____ (As per Appendix B)

This is an AGREEMENT between The State of New York, acting by and through _____, having its principal office at _____ (hereinafter referred to as the STATE),

_____ an
d _____ (hereinafter referred to as the CONTRACTOR), for modification of Contract Number _____, as amended in attached Appendix (ices) _____.

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

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

CONTRACTOR: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Must complete the Individual, Corporation, Partnership, or LLC Acknowledgement page and have it notarized

STATE AGENCY _____

Printed Name: _____ Title: _____

Signature: _____ 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.”

“No information that may negatively impact the contractor’s responsibility has come to the agency’s attention and OMH has reasonable assurance that the contractor continues to be responsible

CIVIL SERVICE APPROVAL (If Required)

ATTORNEY GENERAL’S SIGNATURE

STATE COMPTROLLER’S SIGNATURE

APPENDIX X

Title: _____

Date: _____

Title: _____

Date: _____

APPENDIX X

Page 2 of 2

Contract Number:

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGEMENT

STATE OF)
County of) SS:

On this ___ day of _____, 20___, before me personally appeared
_____, to me known and known to me to be the person who
executed the foregoing instrument, who, being duly sworn by me did depose and say that
he/she resides at _____,
Town of _____,
County of _____,
State of _____; and further that:

[CHECK ONE]

[] If an Individual: he/she executed the foregoing instrument in his/her name and on his/her
own behalf.

[] If a Corporation: he/she is the _____ of
_____, the corporation described in said instrument; that, by
authority of the Board of Directors of said corporation, he/she is authorized to execute the
foregoing instrument on behalf of the corporation for purposes set forth therein; and that,
pursuant to that authority, he/she executed the foregoing instrument in the name of and on
behalf of said corporation as the act and deed of said corporation.

[] If a Partnership: he/she is the _____ of
_____, the partnership described in said instrument; that, by the
terms of said partnership, he/she is authorized to execute the foregoing instrument on behalf of
the partnership for purposes set forth therein; and that, pursuant to that authority, he/she
executed the foregoing instrument in the name of and on behalf of said partnership as the act
and deed of said partnership.

[] If a Limited Liability company: he/she is a duly authorized member of
_____ LLC, the limited liability company described in said
instrument; that, he/she is authorized to execute the foregoing instrument on behalf of the
limited liability company for purposes set forth therein; and that, pursuant to that authority,
he/she executed the foregoing instrument in the name of and on behalf of said limited liability
company as the act and deed of said limited liability company.

APPENDIX X

Notary Public

Registration Number: _____ **State of** _____