MEMORANDUM

TO: Eligible Contractors

DATE: February 10, 2014

FROM: NYS Office of Alcoholism and Substance Abuse Services
Bureau of Financial Management, Procurement and Contracts

SUBJECT: Request for Proposal (RFP) – Opioid Treatment Access & Dosage Registry
OASAS Project No. 13003 OpioidRegistry

The New York State (NYS) Office of Alcoholism and Substance Abuse Services (OASAS) is soliciting proposals from an experienced, responsive, responsible and financially sound organization that is qualified to establish and maintain an Opioid Treatment Access & Dosage Registry (known as "Registry") for opioid treatment programs (OTPs) throughout New York State. The successful bidder will be expected to acquire its own source of funds through charges to OTP programs to provide the services expected, such that this RFP will result in a no-cost contract to the State.

The purposes and objectives of the Registry function are to ascertain whether a patient was previously known to the system; to admit new patients into the registry; to collect pertinent information and assign unique registry identification numbers; to re-admit previously discharged patients who are eligible for re-admission; to discharge patients from active status; to transfer patients between eligible programs; to update and correct previously entered information to capture appropriate dosage information; and to facilitate disaster management.

Background

In accordance with federal requirements (42 CFR Part 291) and under the explicit authority of the New York State Mental Hygiene Law, Section 19.16, OASAS is empowered to establish and maintain, either directly or through a contract, a central registry for purposes of preventing multiple enrollment, ensuring accurate dosage delivery and facilitating disaster management in opioid treatment programs. OTPs are required to utilize such registry and pay such fees as are necessary and appropriate.

The authority and responsibility for the Registry, and its operation and functionality, are solely vested with OASAS.

All questions are to be submitted by March 3, 2014 to:

procurements@oasas.ny.gov
OASAS Project No. 13003 OpioidRegistry

All bids are to be submitted by April 25, 2014 to:

OASAS Project No. 13003 OpioidRegistry
Bureau of Financial Management, Contracts and Procurements, 4th Floor
New York State Office of Alcoholism and Substance Abuse Services
1450 Western Avenue
Albany NY 12203

New York State
Office of Alcoholism & Substance Abuse Services
Addiction Services for Prevention, Treatment, Recovery

Andrew M. Cuomo
Governor

Arlene González-Sánchez
Commissioner

Request for Proposal

Opioid Treatment Access & Dosage Registry

OASAS Project No. 13003 OpioidRegistry

February 10, 2014

Request for Proposal
Opioid Treatment Access & Dosage Registry

OASAS Project No. 13003 OpioidRegistry

Expected Timetable for Key Events:

Release Date: .....February 10, 2014
MANDATORY Notification of Intent to Bid ..... 5:00 PM EST February 24, 2014
Closing Date for Submission of Bidder Inquiries..... 5:00 PM EST March 3, 2014
Answers to Bidder's Inquiries on or about ..... March 21, 2014
Closing Date for Receipt of Bidder's Proposals ..... 5:00 PM EST April 25, 2014
Anticipated Evaluation and Selection..... May 16, 2014
Anticipated Contractor's to Sign Contract ..... June 16, 2014
Anticipated Contract Approval by Office of the State Comptroller.....September 1, 2014
Contract Term Begins..... January 1, 2015

All Inquiries to:

OASAS Project No. 13003 OpioidRegistry
procurements@oasas.ny.gov
Bureau of Financial Management- Contracts & Procurements
Office of Alcoholism and Substance Abuse Services

Submission of Proposal to:

OASAS Project No. 13003 OpioidRegistry
Bureau of Financial Management- Contracts & Procurements
New York State Office of Alcoholism and Substance Abuse Services
1450 Western Avenue, 4th floor
Albany NY 12203

Please be aware that any expenses your firm incurs in the preparation and submission of the proposal(s) will not be reimbursed by the State. Your firm's continued interest in providing service to the State of New York is appreciated.

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Checklist of Submission Requirements

[ ] Administrative Proposal

[ ] **Cover Letter** including:

[ ] Representative of Bidder management for this proposal (name, title, telephone number)

[ ] Statement that proposal is a firm and irrevocable offer for 180 days after submission deadline.

[ ] Statement that Bidder meets the requirements of *Section1.8 – Minimum Qualifications*

[ ] Conflict of Interest list, if applicable

[ ] Statement expressing that the Bidder understands that it may need to offer services to the NYC prison system and/or it's designated health services contractor.

[ ] Statement expressing that, if awarded the contract, the Bidder will comply with all the requirements set forth in this RFP, including the contract terms and conditions contained in this RFP. Any questions or anticipated difficulty with any such contract provision must be explicitly set forth in the cover letter.

[ ] Statement expressing whether the system being proposed is proprietary, open source, or to be developed.

[ ] Signed by an official authorized to bind Bidder to all provisions

[ ] Completed APPENDIX L (Procurement Lobbying Restrictions)

[ ] Completed APPENDIX U - Form #4 (Minority and Women-Owned Business Enterprises)

[ ] Completed ATTACHMENTS 1, 2, and 3 (Contractor Information, MacBride Fair Employment Principles and Non-Collusive Bidding Certification.)

[ ] 5 complete sets of the Technical Proposal (1 original/4 copies)

[ ] Each set identified on cover with Bidder's name, the Office of Alcoholism and Substance Abuse Services' name, name of the Request for Proposal and phrase 'Technical Proposal"

[ ] All sets of the technical proposal packaged together, separated from the cost proposal, and sealed

[ ] Outside of package identified with the Office of Alcoholism and Substance Abuse Services' name, the phrase "Technical Proposal: OASAS Project No. 13003 OpioidRegistry RFP" and "Submitted by: (Bidder's Name)"

[ ] 3 complete sets of the Cost Proposal (1 original/2 copies)

[ ] Each set identified on cover with Bidder's name, the Office of Alcoholism and Substance Abuse Services' name, "OASAS Project No. 13003 OpioidRegistry RFP" and phrase "Cost Proposal"

[ ] All sets of the business proposal packaged together, separate from the technical proposal, and sealed

[ ] Outside of package identified with the Office of Alcoholism and Substance Abuse Services' name, the phrase "Cost Proposal: OASAS Project No. 13003 OpioidRegistry RFP" and "Submitted by: (Bidder's Name)"

Section 1 –Introduction

1.1 Purpose.

The New York State (NYS) Office of Alcoholism and Substance Abuse Services (OASAS) intends to enter into a contract with an experienced, responsive, responsible and financially sound organization that is qualified to establish and maintain an Opioid Treatment Access & Dosage Registry (known as "Registry") for opioid treatment programs (OTPs) throughout New York State. The successful bidder will be expected to acquire its own source of funds through charges to OTP programs to provide the services expected, such that this RFP will result in a no-cost contract to the State.

1.2 Background.

OASAS is responsible for identifying the personal, economic and social consequences related to abuse of alcohol and use of illegal drugs; designing, implementing and advocating policies and programs in prevention, early intervention and treatment; and in conjunction with local governments, providers and communities, ensuring that a full range of necessary and cost-effective services are provided for addicted persons and others at risk.

1.3 General Overview.

In addressing this mission, OASAS, the largest single state agency in the nation for alcohol and substance abuse services, administers a comprehensive system of prevention and treatment services for New Yorkers suffering from alcohol and drug abuse and addiction. OASAS works with a network of State, local government and voluntary agencies providing prevention and treatment services. In accordance with Federal and State statutes, the agency licenses and regulates program providers, ensures that fiscal resources are appropriately spent, and assists local programs in providing the highest quality of services. In addition, approximately half the agency's staff provide clinical treatment services within a statewide system of addiction treatment centers.

1.4 Opioid Treatment System Overview.

Opioid treatment is a medical service designed to manage opioid addiction. OTPs administer methadone by order, in conjunction with a variety of other rehabilitative assistance, to control the physical problems associated with opioid dependence and to provide the opportunity for patients to make major life-style changes over time.

Opioid treatment is delivered primarily on an ambulatory basis, with most programs located in either a community or hospital setting. Some specialized programs deliver services in a residential setting, while a few programs deliver services in a prison setting.

A. Rehabilitative assistance includes primary medical care, counseling and support services:

1. Primary medical care is provided on-site or through service agreements with hospitals, medical centers and specialty programs. All OTPs have medical staff with a physician as medical director, who is responsible for the coordination of all medical and rehabilitative services.
2. Counseling is provided to each patient by an individual counselor who, in conjunction with other clinical staff, is responsible for developing and coordinating a treatment plan which addresses the major needs of the patient. Individual and group counseling is offered in appropriate frequency, duration and intensity.
3. Support services include vocational, educational, legal, mental health and addiction information. When appropriate, each patient shall be enrolled in an education program, be engaged in a vocational activity or make documented efforts to seek gainful employment.

B. Methadone may be prescribed and administered through a variety of medical protocols, as appropriate to individual needs:

1. Maintenance utilizes methadone administered daily at a stabilized dose over an extended period of time.
2. Methadone-to-abstinence utilizes methadone in gradually decreasing doses to the point of abstinence, followed by continued drug-free treatment.
3. Medically-supervised withdrawal is a short-term (not more than 30 days) or long-term (not more than 180 days) protocol that utilizes methadone to alleviate withdrawal symptoms caused by the use of opiates.
4. Levomethadyl acetate (LAAM) is a form of methadone administered in a maintenance protocol, but not on a daily basis, due to its long duration of action.
5. Key Extended Entry Program (KEEP) is an interim (not more than 180 days) protocol that provides intensive medical and support services in order to evaluate the long-term treatment needs of patients.

1.5 Registry Overview.

In accordance with federal requirements (42 CFR Part 291) and under the explicit authority of the New York State Mental Hygiene Law, Section 19.16, OASAS is empowered to establish and maintain, either directly or through a contract, a central registry for purposes of preventing multiple enrollment, ensuring accurate dosage delivery and facilitating disaster management in opioid treatment programs. OTPs are required to utilize such registry and pay such fees as are necessary and appropriate.

The authority and responsibility for the Registry, and its operation and functionality, are solely vested with OASAS.

OASAS intends to enter into contract with a qualified Bidder which is knowledgeable about the operation of a registry and can demonstrate its qualifications and expertise in the management and operation of similar systems for public and private agencies. The Successful Bidder will act under contract as the agent of OASAS.

Approximately, 103 clinics (See ***EXHIBIT 2 – NYS Opioid Treatment Program Sites*** for listing) with a potential treatment capacity of 41,248 will need to report OTP enrollment and medication dosing information to the registry on an on-going basis. Three of these clinics are currently operated by the United States Veterans Administration (not licensed by OASAS). Additionally, seven medical maintenance, three aftercare, eight long-term care nursing facilities and one prison program also use the registry.

Consistent with federal requirements pertaining to OTPs, OASAS currently contracts for a central registry service to assure that patients are not receiving opioid treatment services from more than one opioid program at a time. It requires all OTPs to provide patient-identifying data to this registry prior to admission, and for all transfers and discharges.

Currently the Registry collects admission and discharge information on patients via telephone contact by authorized program personnel made to registry personnel. The registry currently operates Monday to Friday from 8:30 a.m. to 5:00 p.m. If the need arises, it must also be open on Saturday from 9:30 a.m. to 2:00 p.m. for prison verification only.

Objectives:

The objectives of the Registry are to:

1. Ascertain whether a patient was previously known to the system;
2. Enter new patients into the registry;
3. Collect pertinent patient information and assign unique registry identification numbers;

4. Enter previously discharged patients who are eligible for re-admission;
5. Remove discharged patients from active status;
6. Record and reflect the transfer of a patient between eligible programs;
7. Update and correct previously entered information.
8. Capture information on patients' current dosing level;
9. Enable OTP and OASAS approved staff to verify patient medication and dosing information during a disaster, emergency or at such other times as OASAS may deem necessary;
10. Employ a medication tracking function that will be used to monitor and record medication dispensed to patients during a disaster or emergency;
11. When notified by an OTP, post alerts within the Registry of facility closures due to impending natural, manmade, or other events (forecasted heavy snow accumulations, hurricanes, flooding etc.) Alerts must be transmitted in real time online, and by any other electronically available means (text), and/or by telephone. The system of alerts must include a mechanism by which their receipt is affirmatively acknowledged by the OTPs and OASAS. Until this acknowledgement is confirmed the successful bidder must make a good faith effort to insure receipt by the OTP's and OASAS. Additionally, agreed upon persons and points of contact must be determined for this alert system; and,
12. Remain operable and relevant at all times.

1.6 Disaster Preparedness.

OASAS is also requiring that the Registry maintain a disaster preparedness function (e.g. via hot standby), so that in the case of an emergency or disaster, medication dosing information can be shared between licensed OTPs and NYS personnel. Recent history of disasters and emergencies (e.g., World Trade Center attack (9/11), New York City subway train strike, Hurricane Sandy and smaller-weather related occurrences), have led NYS to seek to integrate disaster preparation enhancements to the Registry to address concerns about patient access to care and accuracy and efficiency in dosing services during an emergency.

1.7 Designated Staff for Bidder Contact.

OASAS has assigned a Designated Contact for this Request for Proposal (RFP) pursuant to State Finance Law §139-j and §139-k. The Designated Contact or designee shall be the sole point of contact regarding the RFP, commencing with the public advertising and dissemination of this solicitation through the date that the resulting purchase order or contract is approved by the NYS Office of the State Comptroller. To avoid violating State Finance Law or being deemed non-responsive, a bidder is restricted from making contact with any personnel of OASAS, other than the designated contact agent, regarding this RFP. Certain findings of non-responsibility can result in rejection for a contract award. The Designated Contact for this RFP is:

Karen C. Stackrow, Contract Management Specialist 1
New York State Office of Alcoholism and Substance Abuse Services
Bureau of Financial Management- Contracts & Procurements
1450 Western Avenue, Albany, NY 12203-3526
(518) 457-8263 or E-mail: procurements@oasas.ny.gov

The following are permissible contacts by a Bidder:

1. The submission of written proposals in response to this RFP.
2. The submission of written questions prior to 5:00 PM EST on March 3, 2014**.**
3. Complaints filed by a Bidder stating that the Designated Contact has failed to respond in a timely manner.

4. Negotiations after the proposal due date between the successful Bidder and OASAS for the purpose of generating a contract or purchase order.
5. Contacts by Bidders after the proposal due date to request the review of a contract award.
6. Contacts by Bidders in protests, appeals, or other review proceedings before OASAS seeking a final administrative determination, or in a subsequent judicial proceeding; or complaints of alleged improper conduct in a procurement to the Attorney General, Inspector General, District Attorney or court of competent jurisdiction; or written protests, appeals or complaints to the State Comptroller's Office during the contract approval process, and where such communications and responses thereto are made in writing and shall be entered in the procurement record; or complaints of alleged improper conduct in this procurement conducted by a municipal agency or local legislative body to the State Comptroller's Office, provided, however, that nothing in the subdivision shall be construed as recognizing or creating any new rights, duties or responsibilities or abrogating existing rights, duties or responsibilities of any governmental entity as it pertains to implementation and enforcement of Article 11 of the State Finance Law or any other provision of law dealing with the governmental procurement process.

1.8 Bidder Qualifications.

The Bidder must have the following qualifications in order to be eligible for consideration:

1. Prior, recent experience (minimum of 2 years in the last 5 years) in maintaining a central registry for health services.

Section 2 - Scope of Project

2.1 Confidentiality.

Due to the sensitive nature of the information processed by the Registry, strict security and confidentiality procedures must be enforced. The Registry must develop a system which upon initial contact with OTP's is mutually secure and supports the transfer of confidential information. This secure means of communication must be in place throughout the term of this contract and beyond as State and Federal law apply. Bidders are expected to comply with applicable State and Federal confidentiality requirements including HIPAA, HIPAA Omnibus and 42 CFR Part 2.

2.2 Functions.

A. General.

1. Successful Bidder shall collect information from every OTP on the OTP name, site address, phone number and fax numbers as well as the name, email address and clinic web address of and title of at least one contact person from each OTP facility. Further the Successful Bidder shall review this information on a monthly basis in consultation with appropriate OASAS staff to insure current and accurate information.
2. Successful Bidder shall ensure that at least two approved employee from every OTP will be able to register and will be the point of contact in case of a disaster or emergency.
3. Successful Bidder shall develop and maintain training materials for OTPs and OTP staff on the system features. These materials shall include but are not limited to online tutorials available online on demand streamable or downloadable for appropriate OTP and OASAS staff. Additionally, these material will updated as necessary throughout the term of the contract.

4. Successful Bidder shall provide all required maintenance and upgrades to the database and its application. Regression testing will be required throughout the term of the contract to assess system functionality whenever upgrades/changes/improvements are made to ensure all functionality remains and the Registry operates as expected.

5. Successful Bidder shall develop the Registry Users Manual and update it as system changes are incorporated, either by OASAS request or via normal vendor system maintenance.

6. The Registry shall have the ability to alert and inform OASAS and OTP's of actual OTP closings and/or impending closings due to emergency, extreme weather conditions, disaster, or other unscheduled occurrence.

B. <u>Admissions</u>. In order to admit a patient, an OTP must contact the Registry and supply the registry operator with key patient identifying information. This key data is used to determine whether the patient is currently enrolled or has been discharged from an opioid treatment facility. The admission function performs the registration of new patients and readmission of eligible patients.

1. Successful Bidder shall integrate with the current patient identification protocol and assign a permanent, unique random six-digit identification number to each patient upon admission. (Please note that currently there are clients with identification numbers containing less than six digits). The system must be able to verify that the identification number is a valid one and is not associated with any other patient, active or inactive, known to the registry. Bidders should be aware that consecutive identification numbers cannot be assigned to new admissions.

   A monthly breakdown of current volumes of the Central Registry is provided in *EXHIBIT 1 —Registry Historical Work Load Data.*

2. The Successful Bidder must be able to accomplish system entry of an admission utilizing the following patient data:

   a. Last Name*
   b. First Name*
   c. Middle Initial
   d. A.K.A.
   e. Gender*
   f. Birth Date*
   g. Mother's First Name*
   h. Program of Admission (Name and/or PRU Number)
   i. Admission Date*
   j. Zip Code of Patient's Residence
   k. Hospital number (if any)
   1. Medicaid number (if any)
   m. Social Security Number **(Note: Failure or refusal to disclose SSN is not a cause for denial of service.)**
   n. Ethnicity (optional)
   o. Type of Opioid Treatment*
   p. Frequency of Opioid Treatment* (including dates)
   q. Current dosing level

   *Indicates required information

3. The Successful Bidder must demonstrate the ability to design, operate and maintain a database system capable of search (searches are expected produce and display results within an industry standard no more than 2 seconds) using the key identifiers of the patients:

    a. Last Name
    b. First Name
    c. Birth Date
    d. Mother's First Name

4. The Successful Bidder must demonstrate the ability to design, operate and maintain a database system capable of producing one of the following three mutually exclusive search results (searches are expected produce and display results within an industry standard no more than 2 seconds):

    a. No match is found in the registry database. The patient is considered a **new patient.** A new registry identification number is assigned, and the patient is added to the registry data base and considered eligible for admission into an OTP.
    b. A conditional match is found. The patient requesting treatment is listed as **active** and assumed to be receiving treatment at another OTP. This situation requires action by Registry staff to determine if the patient listed is in current treatment. Registry staff contacts the current listed program to determine if the patient is still being treated. If the patient is not in treatment the patient is noted as discharged and admitted to the new OTP or transferred if the new OTP is under the same administration as the other OTP. If the patient is still in treatment arrangements must be made to have the patient discharged by that OTP if appropriate or denied admission for treatment at the new OTP. [Considerable contact with OTP staff personnel is usually necessary to resolve this situation.]
    c. An unconditional match is found. The patient is in the data base but currently **inactive.** The patient is admitted to the new OTP using an appropriate registry identification number.

C. Dosage Verification.

1. Successful Bidder shall collect and maintain Patient name and other identifying information, medication type, and medication dosage information that allows OTP and OASAS staff to verify patient medication and dosage levels in times of emergency and at other times as OASAS may require. This information will be provided by the OTP to the Successful Bidder each time a dosage change occurs with an admitted patient.

2. Successful Bidder shall operate and maintain a medication dosage database system sufficient to support the following procedures:

    a. Maintain specific critical fields to capture information on patients' dosing, including but not limited to: type of medication dispensed, date, time, amount of last dose, take home medication issued, etc.
    b. Create an automated system that easily communicates between the Central registry and the automated dosage systems of the OTPs.
    c. Record current dosage information for all admitted patients at system start up. **Note: this initial dosage recording shall not result in any cost to an OTP.**
    d. Retrieve/upload up-to-date medication dosing information to the Central registry daily.
    e. Record the estimated annual 250,000+ dosage changes/adjustments made annually by New York State OTP's in a way that is useable in everyday as well as emergency situations. This averages out to 6 dosage changes/adjustments annually per patient at current statewide capacity.
    f. Provide OTP and OASAS approved staff the ability to verify patient medication and dosing information when requested, including but not limited to disasters or emergencies.

g. Utilize a medication tracking function that will be used to monitor and record medication dispensed to patients from an OTP other than to which the patient is admitted including during a disaster or emergencies and in all other guest dosing events.
h. Incorporate into the medication tracking system a mechanism that will monitor and record medication dispensed to patients from an OTP other than to which the patient is admitted for all guest dosing occurrences. The system should provide information regarding the patient's clinic of origin, guest dosing dates, and indentify the alternate medication site/s.

D. <u>Transfers and Terminations.</u> The Successful Bidder must demonstrate the ability to design, operate and maintain a database system sufficient to support the following procedures for patient terminations and transfers:

1. A termination requires the reporting of the following data:

    a. Registry Identification Number
    b. Termination Date (last date of service)
    c. Program Number
    d. Reason for Termination
    e. Dosage at Termination

2. A transfer requires the reporting of the following data:

    a. Registry Identification Number
    b. Old Program Number
    c. New Program Number
    d. Transfer Date (last date of service)
    e. Dosage at Date of Transfer

E. <u>Operating Requirements.</u> To provide complete service for the function of the Central Registry for methadone patients throughout New York State the Successful Bidder must:

1. Ensure the primary function of the registry is to maintain accurate and up-to-date records for all OTP patients who have been admitted, transferred or discharged from New York State OTPs in order to ensure that a patient is not receiving opioid treatment services from more than one program at one time. Additionally, as possible the Successful Bidder shall verify that a patient is not receiving opioid treatment services in a state outside of New York.

2. Operate and maintain a database of accurate and up-to-date medication (i.e., methadone, buprenorphine products and other approved medications) dosing information. This database shall support daily updating of patient dosing levels.

3. Maintain systems to support and complete approximately 2500 admission/transfer/ termination/correction transactions to be reported each month.

4. Provide a system that is accessible by all OTP programs for reporting Registry transactions.

5. Maintain operating hours of Monday through Friday from 8:30 a.m. to 5:00 p.m. to receive admissions, transfers, terminations, dosing updates and inquiries. During the term of the contract, circumstances (e.g. emergencies) may require a change in the operation of the registry to a seven day per week basis.

6. During an emergency, Successful Bidder must be open and accessible; any closure outside of the federal legal holiday schedule must be approved by OASAS.

7. If the need arises, maintain systems to support and complete transactions and inquiries including:

    a. additional hours on Saturday from 9:30 a.m. to 2:00 p.m. for prison verification inquires including dosage verification.

b. capability to handle approximately 300 prison verification requests during the same period.

8. Design, operate and maintain a database system sufficient to support the following procedures for data changes:

   a. Corrections/Update. A program needs to change or update certain information already provided to the registry.
   b. Data Entry Errors. An error was made when entering admission, termination, transfer or dosage information. OASAS **WILL NOT** assume any costs resulting from contractor error.

9. Design, operate and maintain a registry module which includes the following features:

   a. Transaction log. An electronic record of every transaction made to the system is maintained. This file provides an audit trail of daily activities and a statistical record.
   b. Data Audit. The Password Access Code (PAC) of the registry clerk who entered the transaction(s) (registration, readmission, transfer, discharge, data change), with a log of time and patient record affected, is maintained in a data file.
   c. Online Security. For those providers that input directly into the registry, a software control must be provided to restrict data authorization to subsets of the database appropriate to that provider. All online transactions must comply with applicable State and Federal confidentiality requirements including HIPAA, HIPAA Omnibus and 42 CFR Part 2.
   d. Dosage Verification. Successful Bidder must maintain a system with current dosage information for all OTP patients that can be used in cases of emergency, patient displacement (i.e. when patients do not have the access to their home clinic) and such other times as OASAS may require.

10. Maintain sufficient staff, software and equipment to provide:

   a. Telephone System. The ability for all programs, with the exceptions indicated below, to **use telephone systems to transmit** admission, transfer, termination and dosage data as applicable. (All programs not currently reporting online **must** report admissions, discharges, transfers and dosage/data changes via the telephone.)
   b. Log. The ability for the registry employee receiving the call to record all information on the appropriate log which includes program (Name/PRU Number), telephone number and the name of the individual calling.
   c. Data Base. The ability to successfully enter all data for a transaction(s) into the data base including procedures for the registry employee to initial the log or provide for an electronic signature to indicate the data has been entered, and in the cases of admissions, a procedure for the registry employee to place calls to the program to report registry identification number(s) assigned.
   d. Electronic Transfer. The ability to electronically upload dosage and other related information from an OTP to the Successful Bidder via the dispensing software system. Most OTP's in NY have automated dispensing systems and many OTPs have electronic health / medical records from where electronic information can be accessed. Aside from a number of OTP's using proprietary software for dispensing, many New York OTP's report using the following dispensing software:
      (1) Netsmart Addiction Management System (AMS)
      (2) Netsmart Patient Workbench M4
      (3) Netsmart Avatar
      (4) Computalogic MethodOne
      (5) AccuVert
      (6) SMART
      (7) SMART 2K

11. Outputs are generated from the registry system which require specific cycles and tight delivery deadlines. Listed below are examples of requested outputs. The Successful Bidder will ensure the capacity for OASAS to receive the following reports from the Registry system:

    a. A Weekly Transaction List, by Program;
    b. A Quarterly Roster of Patients;
    c. Monthly Program Billings for Registry Services;
    d. Monthly Corrections Report;
    e. Registry Data Tape;
    f. Monthly Patient Movement Report;
    g. Monthly Summary, Census by County of Residence, Patient Age and Gender
    h. Weekly Utilization Report.
    i. Weekly, Monthly and Quarterly Dosing Reports; and
    j. Guest Dosing Occurrence Reports

12. Disaster Preparedness. Successful Bidder is required to perform all services outlined above in this section remaining operational and available during events foreseen and/or unforeseen including acts of god, man, or nature. Additionally, the Successful Bidder must provide/maintain some form of live communication during such an event.

F. New York City (NYC) Prison Interface - Treatment Verification.

1. The registry provides an interface between drug treatment facilities and the New York City Prison system. When a person is incarcerated in the New York City Prison System and claims to be a OTP patient, prison officials contact the registry for treatment verification. Prison officials indicate the name of the OTP in which the individual claims to be active. The Registry contacts that OTP and verifies the patient's treatment status (active, discharged or transferred) and obtains their current dosage level and treatment schedule. Finally, the Registry calls the prison official, verifies the individual is an active OTP patient and provides information about their current dosage level and treatment schedule.

2. The Successful Bidder must be prepared to offer this service to the NYC prison system through their currently assigned health services contractor or any subsequent health services contractor as an additional capacity with separately identifiable resources. Reimbursement for this service may be covered by a separate contract between the prison health services contractor and the Successful Bidder, at reimbursement rates or prices to be decided between those parties.

   Note: Although the City of New York has contracted with the current Contractor for the past several years, OASAS makes no implied or explicit warranty that this service will actually be requested by NYC, nor that any contract between the city and the Successful Bidder will be consummated.

Section 3 - Performance Standards

3.1 Registry Performance Standards. Significant system failures could adversely impact program functions. The Successful Bidder agrees to the following requirements designed to maintain an acceptable level of performance.

A. The registry system must be available to all programs at a minimum of 95 percent of the time during operating hours.

B. Responses to program requests for clearance to admit patients must be provided and posted to the system within 15 minutes in a minimum of 95 percent of the cases reported each week. All requests for clearance received during the day must be processed by the close of business that day. Other events (transfers, terminations, correction transactions, dosing changes) must be posted to the system within 24 hours of receipt.

C. At the request of any program, the Successful Bidder will supply, within five (5) working days after the end of any standard period, specified data elements for that program(s) on media (e.g., tape, disc, etc.) specified by that program. This service may be initiated by any program with 30 days written notification.

D. The data in the system must be available using the OASAS reporting unit coding structure. The OASAS Program Reporting Unit (PRU) is defined as a single environment within a particular modality at a specified location. OASAS will provide the Successful Bidder with a cross-reference list equating current program codes with OASAS PRU codes.

E. The Successful Bidder must provide disaster recovery plans for automated and manual systems which will be implemented in the event of system failures that will allow the registry to function without interruption. These plans must include weekly off-site back-up tape storage and specify the method to be used to notify providers of any changes in procedures, phone numbers, etc.

F. The Successful Bidder must provide toll-free or collect telephone access for all programs in New York State for the reporting of all Registry-related business. See ***EXHIBIT 2 – NYS Opioid Treatment Program Sites.***

G. The Successful Bidder must provide to OASAS on a monthly basis a copy of primary registry data files and a summary of registry activity, in an electronic format to be specified by OASAS.

3.2 **Other Requirements.** The Successful Bidder shall participate in a variety of professional activities related to the operation of the registry. These include (but are not limited to):

A. The Successful Bidder shall be available to meet with COMPA (Committee of Methadone Program Administrators) at OASAS' request.

B. At OASAS' request, the Successful Bidder shall conduct training and technical workshops for registry participants at no additional charge.

C. The Successful Bidder shall attend meetings in New York City and Albany as requested by OASAS.

D. The Successful Bidder shall provide OASAS with the name of a specific contact person. OASAS, in its discretion, reserves the right to request or require the reassignment of the contact person.

3.3 **Title and Security of Data.**

A. Successful Bidder agrees that all data collected, and related documentation are the property of OASAS and shall be provided to OASAS or its designee within ten days of the request.

B. Successful Bidder agrees that any use of data collected for any purposes outside of those specified in this Request for Proposal is strictly forbidden unless with the express written consent of OASAS.

C. All client information is confidential in accordance with applicable State and Federal confidentiality requirements including HIPAA, HIPAA Omnibus and 42 CFR Part 2. The Successful Bidder shall institute measures to provide for security and confidentiality of data. The Bidders shall discuss, in their proposal, specific measures that will be instituted to provide for security and confidentiality of data.

D. The Successful Bidder and or employees may be subject to termination for any unauthorized release of registry information, or violation of applicable State and Federal confidentiality requirements including HIPAA, HIPAA Omnibus and 42 CFR Part 2, "Confidentiality of Alcohol and Drug Abuse Patient Records", as OASAS, in its sole discretion, may determine appropriate and necessary.

3.4 General Performance Standards.

A. Reporting Requirements. Two distinct sets of reporting requirements are anticipated:

1. During the implementation phase, the Successful Bidder, must, at a minimum, submit written progress reports twice each month. OASAS may require either written or oral reports more frequently and the Successful Bidder must comply with each such request. Progress reports will contain, but not be limited to:

    a. Progress during the past reporting period, including significant accomplishments and/or milestones reached.
    b. Problems encountered and solutions arrived at or recommended.
    c. Anticipated progress for the next reporting period.
    d. Anticipated problems and proposed solutions.
    e. Any actions requested to be taken by OASAS.
    f. An updated project schedule reflecting progress to date.

2. During the ongoing operation phase, the Successful Bidder will be required, at a minimum, to submit monthly written progress reports. OASAS may require reports, written or oral, more frequently and the Successful Bidder must comply with each such request. Monthly reports must contain, but not be limited to, problems encountered during the reporting period and anticipated solutions.

B. Documentation Requirements.

1. The Successful Bidder is required to document all major functional areas including, but not limited to, input methods, system requirements, system narratives, operation procedures, quality assurance and control procedures, work flow description, samples of inputs and outputs, data dictionaries or record and file descriptions for primary files, database entity relationship diagram and system architecture diagram. This documentation must be provided to OASAS upon acceptance of the system. Thereafter, updates of the documentation will be required upon implementation of all system changes. Additionally, an annual meeting/conference call between OASAS and the Successful Bidder will be scheduled to review Registry performance. This meeting will be scheduled on/or about the anniversary date of the awarding of the contract every year for the duration of the contract.

2. The Successful Bidder agrees that all manuals developed for the system must include the following components:

    a. Overview and purpose of the procedure that provides an overall narrative description of the procedure, including the functional steps involved, purpose and objectives of the procedures.
    b. Procedure descriptions with detailed descriptions of each step in the procedure, including flowcharts, staffing, time sequencing and staff responsibilities.
    c. Identification and descriptions of supporting materials such as control logs, error reports, etc. Examples of completed forms with explanations of all items should be included.
    d. The following manuals should be developed:

        1) A Master Procedure Manual which should include:
            a) Overview of the complete systems flow.
            b) Itemization of how and where the individual procedures documentation fits into the overall process.

        2) A User's Manual, which must provide all information and explanation necessary to operate the system and understand the logic of the system operation. Step by step explanations, detailed descriptions and exhibits of required input data and output reports should be included.

3) A System/Programmer's manual, which must include an introduction to the system and describe the system objectives, hardware configuration, system program and overall system structure.

4) System Programs, including a narrative description, functional flowchart, detailed logic flowchart, program listings, input requirements and outputs produced.

5) System File Structure documenting the system files, including the ancillary and key files used. Record layouts should be presented and described.

C. <u>Acceptance Testing.</u>

1. As soon as practical, but not later than twenty four weeks after the bid is awarded, the Successful Bidder must demonstrate performance of systems that have been developed to operate the registry. OASAS will begin acceptance testing on the system six weeks after the bid is awarded. However, one of the basic functions of the registry, namely multiple enrollment prevention, is expected to be functional immediately.

2. A period of parallel operation is required and the Successful Bidder must demonstrate that all requirements of the system are operational during that time. A benchmark procedure must be employed. During Acceptance Testing, the data in the system, reports generated and the system performance must be demonstrated to be acceptable to OASAS staff in accord with the following. These reports shall contain data listed by registry number, PRU number, program name, program capacity, program utilization, patient demographics and admission data, program census, individual patient dosage, etc. The grouping and formatting of the gathered data will determined by OASAS.

3. Acceptance Testing must demonstrate the following:

   a. To demonstrate that the registry adequately prevents multiple enrollment, a sample of known patients selected by OASAS will be pulled from the current system, together with a control group. The system must successfully identify all patients as "no match," "unconditional match," or "conditional match".
   b. Admission, termination, transfer and correction capabilities must also be demonstrated. A test program will be set up and fictitious patients entered to test this capability. In addition, the reports required as part of the registry (Weekly transaction List, Quarterly Roster, and Program Billings) must be produced for this test program.
   c. Demonstrate system load capacity to ensure an expected volume of transactions and concurrent users can be processed cleanly/handled without the deterioration (system freezes/failures/crashes) of performance.
   d The Successful Bidder must also present complete documentation (as specified in *Section 3 - Performance Standards, 3.4 - General Performance Standards, B. - Documentation Requirements).*
   e. The Successful Bidder will also be required to demonstrate the capabilities to provide any other requirements contained in this RFP as well as to demonstrate all security precautions which have been employed to protect confidentiality of data.
   f. Once all the above is demonstrated to OASAS' satisfaction, a one month period of parallel operation of current registry services must be undertaken. OASAS will choose programs to participate. Each program will report all registry activity to both the old Contractor and the Successful Bidder. Following a two week test, the results will be compared for accuracy and completeness.
   g. The Successful Bidder must demonstrate the ability to load information from electronic media from the old Contractor.

4. The Successful Bidder will also be required to demonstrate that the systems it has developed can successfully process all transactions submitted through online transmission.

5. Should the prospective Successful Bidder fail to complete acceptance testing by 12 weeks after it has begun, the $25,000 escrow, more specifically identified in *Section 6 –Administrative Information, 6.12 - Contractual Issues* for successful system completion may -be forfeited, at the sole discretion of OASAS.

3.5 <u>Rights to Materials Produced.</u>

A. Successful Bidder agrees that all written materials developed pursuant to this contract, shall be and remain the sole property of OASAS, which shall have the exclusive right of copyright thereto. The Successful Bidder must secure written permission from OASAS to use any such materials for purposes other than those specified in the *Section 2 - Scope of Project.*

B. Successful Bidder agrees that all documents, reports, and other data prepared for OASAS in the performance of services under this contract shall include the following statement: Produced under contract with and remains the property of OASAS. All information contained herein is strictly confidential and must be maintained in conformance with the restrictions of applicable State and Federal confidentiality requirements including 42 CFR Part 2.

C. Successful Bidder agrees that OASAS shall have the exclusive right to publish, duplicate, use and disclose all such data in any manner and, for any purpose whatsoever.

3.6 <u>Software and Data.</u>

A. The current operating system and all registry application programs are written in the Cache language. The application software is the property of OASAS. The hardware upon which it currently operates is owned by the current Contractor.

B. The application software and data will be made available to the Successful Bidder approximately 90 days prior to the start of the contract that results from this RFP. (See *Section 3.7 – Conversion Requirements).* While the Successful Bidder is not required to utilize the existing software, OASAS will not pay for any planning, development or implementation costs. Any replacement application software must be developed using products approved by OASAS.

<u>OASAS MAKES NO EXPRESS OR IMPLIED WARRANTIES NOT SPECIFIED HEREIN WITH REGARD TO THE SOFTWARE OR DOCUMENTATION TO BE PROVIDED BY THE CURRENT CONTRACTOR.</u>

3.7 <u>Conversion Requirements.</u>

A. Current Contract Vendor

OASAS is currently under contract to provide the services required by this RFP. The current contract vendor (Vendor) is contractually liable for making applicable software and the available existing database available to the Successful Bidder, if necessary. The Vendor must provide to the Successful Bidder, on discs or tape to be provided by the Successful Bidder, all software to which OASAS has a right, copies of all manuals, bulletins and other written materials facilitating the operation of the Registry computer service system. The Vendor must provide to the Successful Bidder, at Vendor's prevailing rates to be paid by the Successful Bidder, expert and professional services of Vendor's staff to assist the Successful Bidder in the prompt and efficient transfer of effective service.

Upon reasonable notice, at any time during the final ninety days of the current contract, the Vendor will promptly deliver to the Successful Bidder, on tape or disc provided by that entity, or by security telecommunications or by such other secure and confidential method as shall be mutually satisfactory, the entire current data base as of the date of delivery of the data. It is contemplated that there will be a period of simultaneous parallel operation to prove and adjust the system to be operated by the new selected entity.

B. Successful Bidder.

Upon expiration or termination of a contract that results from this RFP, the Successful Bidder shall to provide to any subsequent vendor designated by OASAS, on media to be provided by the subsequent vendor, all software to which OASAS has a right, together with copies of all manuals, bulletins and other written materials facilitating the operation of the computer service system hereunder. The Successful Bidder also shall provide, at the Successful Bidder's prevailing rates to be paid by the subsequent vendor, expert and professional services of the Successful Bidder's staff to assist the subsequent vendor in prompt and efficient transfer of effective service.

Upon reasonable notice, at any time during the final ninety (90) days of a contract that results from this RFP, the Successful Bidder will deliver to any subsequent vendor, within ten business days, on media provided by the subsequent vendor, or by secure telecommunications or by such other secure and confidential method as shall be mutually satisfactory, the entire data base as of the date of delivery of the data.

The Successful Bidder must ensure historical continuity of case numbers. The Successful Bidder should continue to use current Vendor's procedures for assignment of case numbers. It is contemplated that there will be a period of parallel operation to prove and adjust the system to be operated by the Successful Bidder.

3.8 Cost, Billing and Payment for Services.

Successful Bidder shall:

1. Develop a process for the billing, receipt and tracking of payments due from programs. Such payments can be transactional or at specified frequency (e.g. monthly) but the receipt of dosage information and disaster management features cannot result in any new material expenditures to OTPs. Payments are to be utilized by the Successful Bidder to support the Successful Bidder's costs of operating the Registry (See EXHIBIT 1).

2. Generate and mail two copies of a monthly invoice to each OTP itemized by Program Reporting Unit (PRU). (A PRU is defined as a single environment within a particular modality at a specified location.) Payment instructions are to direct programs to make payment to the Successful Bidder.

3. If, after providing reasonable opportunity and notification, the Successful Bidder is unable to collect payment from a provider; the Successful Bidder:

a. May take any action against the provider which is permissible under law to facilitate the collection of payments due including, assessing appropriate fees and expenses incurred in connection with such collection activities.

b. Shall provide written notification to OASAS that it has made reasonable efforts to collect payment, that such efforts have not resulted in payment and that a provider remains in a delinquent payment status. Successful Bidder shall also provide the balance of outstanding payments and term of said payments, together with a copy of any invoices relating thereto.

c. If the Successful Bidder cannot collect a delinquent payment within 120 days after making reasonable efforts including exhausting every action permissible under law, OASAS shall issue a letter to the Provider advising that the provider is in violation of state and federal laws requiring participation in the central registry system. Any providers that receive OASAS funding will also be advised that their funding may be offset or delayed until all outstanding payments are made to the Successful Bidder. Additionally, providers that fail to comply are subject to admission restrictions until payments are made current. OASAS will notify the Successful Bidder if this action is to be taken.

3.9 OASAS Responsibilities.

A. OASAS shall work in conjunction with the Successful Bidder when necessary to provide technical assistance to OTP's to insure efficient service.

B. OASAS shall facilitate the conversation contacts between the Successful bidder and current Contractor and shall ensure the current Contractor complies with all existing obligations related to conversion.

C. OASAS retains ownership of all materials developed and/or obtained during the contractual period. This material will be considered the sole property of OASAS.

D. OASAS shall provide OTP contact information necessary for the Successful Bidder to initiate its contractual responsibility

Section 4 - Proposal Submission

4.1 Mandatory Notification of Intent to Bid.

Bidders are required to notify OASAS of the Contractor's interest in bidding by **5:00PM EST, February 24, 2014** by Email. Only Contractors who notify OASAS by this deadline will receive additional bid information and have their bid proposals accepted. Email notification should be sent to:

procurements@oasas.ny.gov
Using a subject line of "OASAS Project No. 13003 OpioidRegistry"

4.2 Inquiries.

All inquiries concerning this RFP must be submitted by Email to procurements@oasas.ny.gov with a subject line of ***OASAS Project No. 13003 OpioidRegistry RFP***. To the degree possible, all inquiries should cite the RFP section and paragraph number to which it refers. Written inquiries will be accepted **until 5:00 p.m. EST, March 3, 2014.**

The inquiries and answers to all inquiries will become part of this RFP and any contract. With the exception of inquiries concerning procedural bid formatting or submission instructions, OASAS will not respond to inquiries on an individual basis. Written responses to all inquiries submitted by the deadline date will be emailed to any prospective bidder that submitted a letter of intent.

4.3 Clarifications or Modifications to the RFP.

In the event that it becomes necessary to revise any part of the RFP an addendum shall be provided to any prospective bidder that submitted a letter of intent.

4.4 Bidder's Acceptance of Request for Proposal and Contract Provisions.

Submissions of a proposal signifies to OASAS the respondent's prima facie intention to compete for the award of the particular contract and that the respondent understands and accepts that the terms and conditions specified in the RFP shall become part of the final contract.

4.5 Proposal Format and Content.

Each Bidder must submit a complete and comprehensive proposal in conformance with the format and content requirements set forth herein. All proposals and accompanying documentation will become the property of the State of New York.

IT IS HIGHLY RECOMMENDED THAT BIDDERS USE THE CHECKLIST OF SUBMISSION REQUIREMENTS (Page 4 of this RFP) AND INCLUDE THIS FORM WITH THE ADMINISTRATIVE PROPOSAL

OASAS ACCEPTS ONLY ONE PROPOSAL FROM EACH BIDDER.

A. <u>Administrative Proposal</u>.

1. A ***cover letter*** on company letterhead with an original signature is a mandatory part of the bid package. The ***cover letter*** shall be signed by the individual who is authorized to contractually bind the Bidder. The following information **<u>must</u>** be included in the ***cover letter*** submission**:**

a. A statement that the Bidder meets the requirements of *Section 1.8 – Bidder Qualifications.*

b. A statement that the proposal shall be a firm and irrevocable offer for 180 days after the submission deadline.

c. Name, title and telephone numbers of Bidder's management staff to be assigned as the prime contact for the project.

d. **<u>Conflict of Interest</u>.** Bidder must list and describe responsibilities of any of its or subcontractors' employees or consultants whom Bidder may use in performing work related to this project who has ever been an employee of or performed contractual services for OASAS or its predecessor agencies in the past ten years. If the Bidder is aware of any current employees of OASAS who have been employees of the Bidder or affected subcontractors, please list.

e. A statement expressing that, if awarded the contract, the Bidder will comply with all the requirements set forth in this RFP, including the contract terms and conditions contained in this RFP. Any questions or anticipated difficulty with any such contract provision must be explicitly set forth in the cover letter. OASAS reserves the right to reject any or all issues raised by a Successful Bidder and require full acceptance of the terms of this RFP.

f. A statement expressing whether the system being proposed is proprietary, open source, or to be developed.

g. A statement expressing that the Bidder understands that it may need to offer services to the NYC prison system and/or it's designated health services contractor. *(Section 2 - Scope of Project, 2.2 - Functions, F - NYC Prison Interface - Treatment Verification).*

2. The following must be completed and attached to the Cover Letter:

a. **Appendix L** – Procurement Lobbying Restrictions

b. **Appendix U** – Minority and Women-owned Business Enterprises (Form #4)

c. **ATTACHMENT 1** – Contractor Information

d. **ATTACHMENT 2** – MacBride Fair Employment Principles

e. **ATTACHMENT 3** – Non-Collusive Bidding Certification

3. The following may be completed and submitted as part of the bid proposal or submitted during contract negotiations, if applicable:

a. **APPENDIX E -** Health Insurance Portability and Accountability Act

b. **APPENDIX H** – Consultant Disclosure Legislation – Form A

c. **APPENDIX T -** New York State Department of Taxation and Finance Contractor Certification (ST-220CA)

d. **APPENDIX U -** Minority and Women-owned Business Enterprises (Forms # 1 and #2, as necessary)

e. **ATTACHMENT 4 -** Encouraging Use of NYS Businesses in Contract Performance

B. <u>Technical Proposal</u>. (Must be submitted separately from the Cost Proposal)

Each Bidder must submit one (1) original and four (4) copies of a complete and comprehensive Technical Proposal, packaged separately, that address all factors, including the phasing of tasks, methods to be utilized and identification of resources necessary to satisfactorily complete the requirements of *Section 2 - Scope of Project* and the Technical Proposal Requirements.

Submit the originals and copies in a sealed package clearly marked on the outside: "Technical Proposal: OASAS Project No. 13003 OpioidRegistry submitted by (Bidder's name)."

The format of the proposal must follow, in sequence, each of the sections outlined below. Appendices must be similarly sequential. Proposals must be signed by an official authorized to bind the Bidder to its provisions. Proposals which do not contain all requirements of this RFP will be considered non-responsive and not included in the review process.

The Technical Proposal, at a minimum, must contain the following sections and be organized as specified below:

1. <u>Organizational Summary</u>.

a. Provide a brief description of the Bidder, including name and address.

b. List the name, title and responsibilities of all officers, identifying individuals who are authorized to negotiate a contract with OASAS and who shall have the ultimate responsibility and accountability for this contract.

c. Provide the full name and address of any organization with which the Bidder will subcontract for any services under the project and mechanisms for assuring effective and efficient operations. List responsible officers for each subcontractor, including those individuals authorized to negotiate for the subcontractors. Evidence of potential subcontractor's willingness to participate or enter into subcontracted arrangements must be included.

The Bidder submitting the successful proposal pursuant to the RFP must assume full responsibility for the performance under the resultant contract. OASAS retains the right and privilege to approve the use of the subcontractors under the agreement resulting from this RFP. In any event, the prime contractor (the Successful Bidder) shall be responsible for all contract performance whether or not subcontractors are employed.

d. Describe the current status of all litigation in which the Bidder is presently involved and how such litigation may possibly impair the Bidder's ability to perform under the proposed contract.

2. <u>Project Overview</u>.

a. A Project Overview demonstrating a clear understanding of the *Section* 2, *Scope of Project*, an appreciation of the crucial nature and complexity of maintaining the registry system, a capacity to preserve confidentiality and security of all records, and a commitment to working with OASAS to uphold the integrity of the registry.

3. <u>Proposed Work Plan</u>.

Each proposal must contain a detailed management work plan, which outlines the Bidder's proposed plans for carrying out the work associated with this RFP. Such a work plan must include a narrative description, which reasonably identifies the key tasks, activities and time frames necessary to fulfill the proposal's requirements.

a. <u>Narrative Work Plan</u>.

(1) A description of each of the registry functions in *Section 2 - Scope of Project, 2.2 - Functions A through D*, including the processes, tasks, and other

activities proposed which will be required to support the registry system. This should include a description of the processes and methods to be used to meet the identified design features, including documented requirements, system business rules and method for implementation of same.

(2) A description of each of the 12 operating functions in *Section 2 - Scope of Project, 2.2 – Function E*, including the processes, tasks, and other activities proposed which will be required to support the registry system. This should include a description of the processes and methods to be used to meet the identified design features, including documented requirements, system business rules and method for implementation of same.

(3) A description of the quality assurance plan for all processes.

(4) A description of the data processing support to be provided, including the system requirements, a data communications plan, a system failure/disaster recovery plan and documented Service Level Agreement which ensures business continuity, and a system security plan.

b. Detailed Work Plan. A detailed project work plan for each function in *Section 2 - Scope of Project, 2.2 – Functions (except Function F, NYC Prison Interface*), including deliverables and requirements met, test plans, system load testing plan, user Acceptance Testing and timelines for each project phase. Plan also must include tasks, milestones, staff proposed and projected hours of each staff member.

4. Bidder Qualifications.

a. Bidders must include:

(1) A detailed listing of all relevant work experience undertaken by the organization in the last five (5) years.

(2) A detailed statement of the Bidder's previous experience in similar or related areas which qualifies the Bidder to undertake completion of the project, together with names, addresses, and telephone numbers of persons who may be contacted for reference. OASAS reserves the right to contact references as it deems necessary (See 5. below).

(3) An organizational chart depicting the overall structure of the Bidder's company, identifying each organizational unit that will support this project.

(4) Three specific work references (other than OASAS staff and representatives of the bidding organization) whom OASAS may contact to assist in judging past Bidder performance. Each reference should include the name, business address and current telephone number of an individual who is qualified to judge the Bidder's past or current work. OASAS reserves the right to contact references.

b. Physical Plant Computer Facilities and Resources Requirements.

(1) The Bidder must provide a description of computer facilities and resources to be used in the completion of the contract as well as a description of any hardware and associated software to be utilized. This shall include, but not be limited to, a description of the operating system, programming languages to be used, communication software, data management system, report generators, etc. *(See Section 3 - Performance Standards, 3.6- Software and Data.)*

(2) The Bidder must provide a description of the backup computer and computing facilities and resources to be used in the performance of the contract service functions. If this is accomplished by way of an agreement with another company or institution, the exact nature of that agreement must be specified and a copy provided.

(3) The Bidder must provide a description of other data processing and input facilities to be used in the completion of the contract.

(4) The Bidder must provide a detailed narrative description of the data security measures, techniques and procedures to be employed to ensure the confidentiality and security of data files at all times. A detailed description of the physical security of the proposed computer center must be provided.

5. <u>Project Management</u>.

a. The Bidder must exhibit their qualifications for successfully completing all requirements outlined in this RFP with regard to professional and clerical staff, financial resources and stability, physical plant, computer facilities, and resources.

(1) Resumes that include detailed descriptions of the applicable background of the project manager and all other key supervisory personnel that will be assigned to the development and/or operational phase and percentage of time to be spent on the project, indicating degree of involvement.

(2) Resumes that include a detailed descriptions of the applicable background of all other project support personnel, including those who would be used as backup in the event of an unexpected personnel problem. Included in this should be personnel such as data entry, clerical, computer operations, etc.

(3) A description of qualifications of all employees in the regular employment of the Bidder who will be assigned to the software development phase of the contract as well as those who will be retained in the continued regular employment of the Bidder throughout the duration of the contract to perform modifications and maintenance to the system.

C. <u>Cost Proposal</u>.

Each Bidder must submit one (1) original and two (2) copies of a complete cost proposal that provides information concerning the Bidder's overall cost of the project. When submitted, the Cost Proposal must be packaged separately from the Technical Proposal. Submit the originals and copies in a sealed package clearly marked on the outside: "Cost Proposal: OASAS Project No. 13003 OpioidRegistry submitted by (Bidder's name)."

An official authorized to bind the prospective Bidder shall sign the Cost Proposal.

The Cost Proposal shall include:

1. *APPENDIX B - Cost Proposal.* Costs should incorporate all Successful Bidder expenses associated with providing and completing all work and services within this RFP. When completing APPENDIX B, Bidder's shall take into account the following:

The current billing mechanism of the existing Central Registry is a transaction fee of $7.39 per transaction. For the year 2013, these transaction fees equate to a monthly average of $18,074.09 and an annualized total of $216,889. (the current census of the OTP system is approximately 40,000 patients.) Pursuant to law changes which added dosage information to the Registry the cost to providers can only be nominally increased and, thus, the proposed application must consider the $216,889 costs for 2013. The proposed cost should not exceed this amount other than in a nominal way.

4.6 <u>Deadline for Proposal Submission.</u>

Proposals must be submitted in a sealed package and received before **5:00 PM, EST**, on **April 25, 2014** to the address below. Late proposals will not be considered for award.

OASAS Project No. 13003 OpioidRegistry
Bureau of Financial Management – Contracts and Procurements, 4th Floor
New York State Office of Alcoholism and Substance Abuse Services
1450 Western Avenue
Albany NY 12203

Submission of proposals in a manner other than as described in these instructions (e.g., facsimile, Email or other transmission) will not be accepted.

4.7 Status of Information.

A. OASAS shall not be bound by any oral or written information release prior to the issuance of this RFP.

B. OASAS shall not be bound by any oral or written representations, statements, or explanations other than those made in this RFP, in OASAS written responses to inquiries, or in a formal written addendum to this RFP.

C. Modified Proposals.

1. A Bidder may submit a modified proposal up until the proposal due date and time.
2. Only the last timely version of the proposal will be considered.

D. Confidential/Proprietary Information. Respondents shall specifically identify those portions of their proposal deemed to be confidential, proprietary information or trade secrets and provide any justifications why such material, upon request should not be disclosed by OASAS. Such information deemed by the respondents to be confidential / proprietary shall be easily separable from the non confidential/non-proprietary sections of the proposal.

Section 5 - Evaluation of Proposals

5.1 Non-Responsive Proposals.

Proposals submitted in response to this RFP shall first undergo a completeness review. Those determined to be responsive and complete shall be continued in the evaluation process. Conversely, those submissions deemed as incomplete shall be removed from further consideration. The Mandatory Requirements, or essential individual proposal contents, that must be submitted in order for the proposal to be determined to be complete and responsive are as follows:

A. Administrative Proposal containing the information specified in *Section 4.5, Part A.*

B. Technical Proposal

C. Cost Proposal

Non-responsive proposals will not be evaluated or ranked.

5.2 Negotiations During the Bidding Process.

OASAS expects to have direct access to the Bidder's personnel who have full authority to make commitments on behalf of the Bidder. Bidders must include, as part of their bid, any restrictions under which their primary negotiators will operate.

5.3 Evaluation Methodology.

All proposals deemed responsive to the proposal criteria shall be ranked based upon on a "best value" method that consists of two components: Technical and Cost. The Technical Component is worth 75 percent and Cost Component is worth 25 percent. The Bidder with the highest combined score will be selected. OASAS reserves the right not to award a contract.

A. Technical Component (75 percent of proposal score): The Technical Component shall consist of an evaluation of the following:

1. Organizational Summary (Scoring Weight –0 Points)
2. Project Overview (Scoring Weight – 5 points)
3. Proposed Workplan (Scoring Weight – 40 points)
4. Bidder Qualifications (Scoring Weight – 20 points)
5. Project Management (Scoring Weight – 10 points)

B. Cost Component (25 percent of proposal score): After Technical Components are evaluated and compared among all proposals; a separate analysis will be undertaken for the Cost Component. Costs will be independently evaluated with the lowest cost awarded the maximum available points (i.e., 25 points). Other proposals will be rated based on an inverse relationship between price and possible points (the greater the price the lower the points).

As noted on the Cost Proposal Form (Appendix B) the "ANNUAL COST" amount only will be used for cost proposal scoring purposes.

C. Final Composite Score: The Final Composite Score will be calculated using the following formula:

Final Composite Score = Cost Score + Technical Score

5.4 Method of Award.

The Bidder with the highest final composite score shall be selected for award

In the event of tie bids, the OASAS shall break the tie using the following three-step order of precedence:

1. Minority, Women Owned, or Small Business Entities.
2. Bidder with the most qualifying experience.
3. Bidder with the lowest cost.

All provisions of this RFP and resulting contract award are contingent upon the availability of New York State funds. OASAS, as it deems appropriate, may award all or parts of the proposed *Section 2-Scope of Project.*

5.5 Notification of Award.

The Successful Bidder will be advised of selection by OASAS through the issuance of a Notification of Award Letter. Unsuccessful Bidders will be notified by a letter of conditional award and possibility that a failed negotiation could result in an alternative award.

5.6 Contract Negotiation Requirement. The Successful Bidder selected must complete contract negotiations within 30 days of its initiation by OASAS. Should negotiations not be completed within that time frame, OASAS reserves the right to terminate contract negotiations and select another Bidder.

5.7 Debriefing.

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Debriefings may be requested by any unsuccessful Bidder, within ten (10) business days after the notification of an unsuccessful bid and conditional award. The debriefing will be limited to only the evaluation results as they apply to the proposal of the Bidder receiving the debriefing.

Section 6 - Administrative

6.1 Issuing Office.

This RFP is issued by the Office of Alcoholism and Substance Abuse Services which is responsible for the requirements specified herein and for evaluating all proposals submitted.

6.2 Pricing.

For purposes of this RFP, the per transaction fee or other billing structure to be billed for registry services shall be at the rate provided by the Successful Bidder on *APPENDIX B – Cost Proposal*.

The Successful Bidder may annually, effective with each anniversary date of the resulting contract, request OASAS adjustments to the fees charged to OTP providers. Request must be accompanied by detailed documentation supporting the fee increase. The fees charged to providers may not be adjusted without prior OASAS approval.

6.3 Method of Payment.

Under the contract to be awarded, the Successful Bidder will bill the OTPs for registry service fees and will also collect those fees for reimbursement of contract expenses.

6.4 Non-Responsibility Determinations.

By submitting a proposal in response to this RFP, the Contractor certifies that all information provided is complete, accurate and true with regard to prior non-responsibility determinations within the past four years based on (i) impermissible contacts or other violations of SFL §139-j, or (ii) the intentional provision of false or incomplete information to a government entity. In the event it is determined after award that the certification provided was intentionally false or intentionally incomplete, OASAS may terminate the contract by providing written notification to the Successful Bidder in accordance with the terms of the contract.

6.5 General Terms and Conditions.

A. At the discretion of OASAS, any bidder may be requested to provide a clarification of its proposal.

B. OASAS may disqualify the Successful Bidder if it is determined that false or inaccurate information has been submitted by a Bidder with regard to proposed candidates, and at OASAS' sole discretion, award the contract to one of the other original Bidders, based on the Bidders' best value scores.

C. The quality of services shall be subject to inspection by OASAS at any time. Should it be found that quality of services being performed is not satisfactory, and that the requirements of the specifications are not being met, OASAS acting on its own behalf, may terminate the contract, and employ another Bidder to fulfill the requirements of the contract.

D. Submission of a response to this solicitation shall not be construed as a commitment of any sort by OASAS.

E. By submission of a proposal, bidder guarantees that prices quoted remain in effect for 180 days after the bid opening date, and if awarded a contract, throughout the contract period.

F. OASAS reserves the right to:

1. Prior to the bid opening, amend or modify the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
2. Change any of the scheduled dates.

3. Prior to the bid opening, direct Bidders to submit bid modifications addressing subsequent RFP amendments.
4. Withdraw the RFP at any time, at OASAS' sole discretion.
5. Make an award under the RFP in whole or in part.
6. Make awards based on geographical or regional consideration to best serve the interests of the state;
7. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of this RFP
8. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders.
9. Seek clarifications and revisions of bid proposals.
10. Reject any and all bid proposals received in response to this procurement.
11. Make inquiries, at OASAS discretion and by any means it may choose, into a Bidder's background or statements made in the bid to determine the truth and accuracy of statements made by a Bidder.
12. 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 a Bidder's bid and/or to determine a Bidder's compliance with the requirements of the solicitation.
13. Request any additional information pertaining to the Bidder's ability, qualifications, and procedures used to accomplish all work under this contract as it deems necessary to ensure safe and satisfactory work.
14. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP
15. Waive any requirement that is not material.
16. Reject and bar from the facility, for cause, any employee hired by the Successful Bidder.
17. Disqualify any Bidder whose conduct and/or bid fail to conform to the requirements of the RFP.
18. Disqualify a Bidder from receiving the award if such Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
19. Negotiate with the selected Bidder within the requirements of this procurement to serve the best interests of the State.
20. Conduct contract negotiations with the next responsible Bidder, should OASAS be unsuccessful in negotiating with the selected Bidder and
21. Utilize any and all ideas submitted in the proposals received.

6.6 **Proposal Security.** The content of each Bidder's proposal will be held in strict confidence during the evaluation process, and details of any proposals will not be discussed outside the evaluation process.

If an Bidder submitting a proposal feels that public disclosure of such proposal would result in substantial injury to the competitive position of the Bidder's firm, it may request that the proposal submitted be kept separate and apart from other agency records on the grounds that the proposal contents constitute trade secrets. Such a request must be submitted in writing and should accompany the original submission.

6.7 **Rights to Materials Produced.** All data and written materials developed pursuant to this contract shall be and remain the sole property of OASAS, which shall have the exclusive right of copyright thereto. The Successful Bidder must secure written permission from OASAS to use any such materials for purposes other than those specified in *Section 2 - Scope of Project.*

All documents, reports, and other data prepared for OASAS in the performance of services under this contract shall include the following statement: *Produced under contract with the New York State Office of Alcoholism and Substance Abuse Services.*

OASAS shall have the sole exclusive right to publish, duplicate, use and disclose all such data in any manner and, for any purpose whatsoever, and may authorize others to do so.

6.8 **Subcontracting.** The names of all the major subcontractors, if any, involved in the Bidder's proposal must be provided. The Successful Bidder agrees not to enter into any subcontracts for the performance of contractual obligations without the Office of Alcoholism and Substance Abuse Services' written consent.

6.9 **Bidder Covenant**. In submitting a proposal, the Bidder covenants that the Bidder will not make any claims for, or have any right to, damages for any misinterpretation or misunderstanding of the specifications or because of any lack of information.

6.10 **Confidentiality and Nondisclosure.** The Bidder acknowledges that all information and/or documentation pertaining to OASAS and when applicable its claimants or its constituents, is confidential to the extent provided by law and may not be used for any purpose other than this RFP. Any other use of or release to any party or parties of OASAS confidential information/documentation without the prior written consent of OASAS shall constitute a breach of confidentiality and may result in the disqualification of the Bidder from this procurement or other sanctions as determined by OASAS.

6.11 **Sole Source Responsibility.** The Successful Bidder must assume full responsibility for the acquisition, delivery, installation, maintenance, and full support activities for all components and associated services offered in the proposal.

A. Subcontractors. The planned use of any and all subcontractors must be specified and clearly explained in the proposal. However, the prime Contractor shall be responsible for all contract performance whether or not sub-contractors are used.

6.12 **Contractual Issues.**

A. Upon entry into the contract, the Successful Bidder will be required to post security conditional upon satisfactory performance. That security may be in the form of a performance bond, issued by an insurance company authorized to do business in the State of New York, in the principal amount of $250,000; The amount of performance security may be reduced, at OASAS' option, to $100,000 after acceptance testing (See *Section 3 - Performance Standards, 3.4 - General Performance Standards, C-Acceptance Testing)* has been satisfactorily completed.

B. OASAS will require the Successful Bidder to place $25,000 in escrow as a guarantee against an acceptance of the systems. If the systems are not operational and acceptable to OASAS by one month after the date the acceptance test was initiated, the escrow may be forfeited. Additionally, the Successful Bidder may be liable for $25,000 for each month or part thereof beyond for which the systems are not operational and acceptable to OASAS. Forfeited funds will support continuation of services with the current Contractor.

Section 7 - Contract Information

7.1 **Period of Contract Award.** The contract shall be effective for a period of five years from *January 1, 2015* or the date approved by the Office of the State Comptroller, whichever is later. The effective date of the contract resulting from this RFP is subject to revision at the sole discretion of the State of New York.

7.2 Upon the renewal of the contract at each anniversary date, the contract will be deemed renewed upon the same terms, conditions and provisions set forth in the original contract, with the exception of revisions determined by mutual consent and delineated within the renewal amendment which must be approved by the Division of the Budget, Attorney General and Office of the State Comptroller. Written notice to request such revisions must be submitted at least 180 days prior to the termination of the contract.

7.3 Revisions in prices or associated charges may be accepted upon the renewal of the contract. The Contractor will agree to demonstrate the need for such revisions as reflective of increases in the Contractor's uncontrollable cost in accordance with the Consumer Price Index or Cost of Living Adjustment. The negotiated price adjustment will be effective each anniversary date for the upcoming year. Approval will be at the sole discretion of OASAS and the Office of the State Comptroller.

7.4 Under no circumstances will OASAS be responsible for any expenses incurred by the Contractor occurring prior to the completion of a fully executed contract.

7.5 No other price adjustments are provided for under the terms and conditions of the contract resulting from this RFP and its specifications.

Section 8 - Contract Clauses and Requirements

8.1 **APPENDIX A – Standard Clauses for New York State Contracts.**

APPENDIX A, Standard Clauses For New York State Contracts, dated December 2012, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein. **Please retain this document for future reference.**

8.2 **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. (APPENDIX U)**

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A, the New York State Office of Alcoholism and Substance Abuse Services (OASAS) 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 OASAS 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 OASAS 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, OASAS hereby establishes an overall goal of 20% for MWBE participation, 8% for Minority-Owned Business Enterprises (MBE) participation and 12% for 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 OASAS may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: http://www.esd.ny.gov/mwbe.html. For guidance on how OASAS 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 OASAS 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 Form #1 (APPENDIX U) 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 OASAS.

B. OASAS will review the submitted MWBE Utilization Plan and advise the Bidder of OASAS acceptance or issue a notice of deficiency within 30 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 Office of Alcoholism and Substance Abuse Services at 1450 Western Avenue in Albany, NY a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OASAS to be inadequate, OASAS 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 Form #2 (APPENDIX U). Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

D. OASAS may disqualify a Bidder as being non-responsive under the following circumstances:

(1) If a Bidder fails to submit a MWBE Utilization Plan;
(2) If a Bidder fails to submit a written remedy to a notice of deficiency;
(3) If a Bidder fails to submit a request for waiver; or
(4) If OASAS 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 OASAS, 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 M/WBE Contractor Compliance & Payment Report on Form #3 (APPENDIX U) to the Office of Alcoholism and Substance Abuse Services at 1450 Western Avenue in Albany NY 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 on Form #4 (APPENDIX U) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the OASAS, a workforce utilization report 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 Bidder 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.

Contractors are required to submit a Contractor's Work Force Employment Utilization/Compliance Report on Form #5 (APPENDIX U) to the Office of Alcoholism and Substance Abuse Services at 1450 Western Avenue in Albany NY by the 15th day following each end of quarter.

8.3 **NYS Vendor Responsibility Questionnaire.** The NYS Office of the State Comptroller (OSC) has issued Vendor Responsibility: Standards, Procedures and Documentation Requirements which are intended to provide reasonable assurance that a proposed contractor is a responsible vendor. Consistent with these requirements, a Vendor Responsibility Questionnaire must be completed prior to the execution of a contract.

NYS Agencies are required to undertake an affirmative review of the responsibility of any Contractor to whom they propose to make a contract award. Such review is designed to provide reasonable assurances that the proposed Contractor is responsible. A responsibility determination can and should involve a review of the following four major categories:

a. legal authority,
b. integrity,
c. financial and organizational capacity, and
d. previous contract performance.

OASAS recommends that Contractors file the required Vendor Responsibility Questionnaire online via the NYS VendRep System. To enroll in and use the NYS VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/info_vrsystem_vendor.htm or go directly to the VendRep System online at https://portal.osc.state.ny.us.

Contractors must provide their NYS Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at (866) 370-4672 or (518) 408-4672 or by email at: ciohelpdesk@osc.state.ny.us.

Contractors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website http://www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact OASAS or OSC's Help Desk for a copy of the paper form.

If paper format is chosen, the printed Vendor Responsibility Questionnaire must be signed and returned with this Bid. The online format may be submitted electronically through the VendRep System. Regardless of which format is chosen, the questionnaire will be used by OASAS to make a responsibility determination for the purposes of this Bid.

The Bidder agrees that if it is found by the State that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, OASAS may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

8.4 **Consultant Disclosure Law. (APPENDIX H)** Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning contract employees working under State agency service and consulting contracts. The amendments also require that certain contract employee information be provided to the state agency awarding such contracts, the Office of the State Comptroller (OSC), and the Department of Civil Service (CS). These amendments became effective June 19, 2006. To meet these requirements, the Contractor agrees to complete:

1. **Form A - Contractor's Planned Employment Form**, if required. The State agency using the consultant services is required to submit Form A to the Office of the State Comptroller.

2. **Form B - Contractor's Annual Employment Report**. Form B must be submitted each year the agreement is in effect, to capture the Contractor's historical information detailing actual employment information for the most recently concluded state fiscal year (April 1 through March 31) and every year thereafter. For each year of the contract, by May 15, the Contractor agrees to report the following information to OASAS. For each covered consultant contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period of time such contract was in effect during such prior State fiscal year Contractor reports the:

   a. Total number of employees employed to provide the consultant services for each employment category.

   b. Total number of hours worked by such employees for each employment category.

   c. Total compensation paid to all employees that performed consultant services under such Contract for each employment category.*

***NOTE:** The information to be reported is applicable only to those employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to employees of Subcontractors who perform any part of the service contract or any part of the covered consultant contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an employee in a clerical, support, organizational or other administrative capacity.*

Contractor agrees to simultaneously report such information to the Department of Civil Service and the Office of the State Comptroller as designated below:

Department of Civil Service	**Office of the State Comptroller**
Alfred E. Smith Office Building	Bureau of Contracts
Albany, NY 12239	110 State St., 11th Floor
Attn: Counsel's Office	Albany, New York 12236
	Attn: Consulting Reporting

Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual employee names or social security numbers are set forth on a document, the State agency making such disclosure is obligated to redact both the name and social security number prior to disclosure.

Further information is available in the Office of the State Comptroller's Guide to Financial Operations, Chapter XI Procurement and Contract Management, Section 18. Miscellaneous Legislative Requirements, Subsection C. Consultant Disclosure Legislation found at http://www.osc.state.ny.us/agencies/guide/MyWebHelp/.

8.5 **Ethics Compliance.** All Bidders/Contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Contract, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

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

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

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect State sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect NYS and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a

contractor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this RFP. Form ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s) a new Form ST-220-TD must be filed with DTF.

Form ST-220-CA must be filed with the bid and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a Bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Contractors may call DTF at **1-800-698-2909** for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site http://www.tax.ny.gov.

8.8 **Contractors Insurance Requirements.** The Successful Contractor agrees that, without expense to the State, it will procure and will maintain, until final acceptance by the Agency's designee of the work covered by this proposal and the contract, insurance of the kinds and in the amount hereinafter provided, with insurance companies authorized to do such business in the State of New York, covering all operations under this proposal and the contract. Before commencing the work, the Successful Contractor shall either name the State of New York, its officers and employees as additional insurers or shall make other arrangements suitable to the Agency in lieu of such naming, in form satisfactory to said Agency, showing that it has complied with the requirements of this section, which certificate or certificates shall name the State of New York, its officers and employees as additional insurers and shall state that the policies shall not be changed or canceled until thirty days written notice has been given to said Agency. The kinds of amounts or required insurance are:

1. A policy covering the obligations of the Successful Contractor in accordance with the provisions of Chapter 41, Laws of 1914 as amended, known as the Worker's Compensation Law, and the contract shall be void and of no affect unless the Successful Contractor procures such policy and maintains it until acceptance of the work

2. Policies and Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified each with limits of liability of not less than $500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in anyone occurrence and subject to that limit for that person, not less than $1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons on anyone accident, and not less than $500,000 for all damages arising out of damage to or destruction of property during any single occurrence and not less than $1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period:

    a. Successful Contractor's Liability Insurance issued to and covering the liability of the Successful Contractor with respect to all work performed by it under this proposal and the contract.
    b. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the Successful Contractor or by its subcontractors, including omissions and supervisory acts of the State.

8.9 **Important Notice Regarding NYS Freedom Of Information Law (FOIL).** The Office of Alcoholism and Substance Abuse Services is required to provide public access to certain documents it maintains. The Freedom of Information Law, however, Section 87.2 (d) of the Public Officers Law, allows exception for trade secret information which, if disclosed, could cause substantial injury to the competitive position of the Contractor's enterprise.

Should a Contractor believe that certain portions of its proposal qualify for trade secret status; the Contractor must submit in writing, accompanying its proposal, explicit justification and cite the specific portions of the proposal for which an exemption is being requested. Contractors requesting

an exemption for trade secret status will be notified in writing of the agency's determination of their request.

Requests for exemptions for entire proposals are not permitted, and may be grounds for considering the submission to be non-responsive to this solicitation and for disqualification of the Contractor.

8.10 **Confidentiality and Nondisclosure.** Contractor agrees to abide by all applicable provisions of the New York State Cyber Security Policy (http://www.cscic.state.ny.us/lib/policies/) and OASAS policies and procedures to comply with State and Federal security requirements and confidentiality of information. The Contractor acknowledges that all information and documentation pertaining to OASAS and when applicable, its claimants or its constituents, is confidential to the extent provided by law. The Contractor shall not provide access or divulge to third parties any information or materials acquired during performance of services under this contract unless such information is: a) previously known by Contractor; b) generally available to the public; c) subsequently disclosed to Contractor by a third party who is not under an obligation of confidentiality with the Issuing Entity; or d) independently developed by Contractor. Contractor shall inform its employees of the requirements of this paragraph and shall enforce compliance with these requirements by its employees. The

Contractor firm or subcontractors engaged in a project as a result of this contract may be required to sign a statement of confidentiality prior to each project.

8.11 **Non-Collusive Bidding Practices. (ATTACHMENT 4)** The Bidders shall submit, as part of the bid, a completed copy of the Certificate of Bidding Practices. This will certify that, to the best of the Bidders' knowledge and belief:

1. The prices in the bid have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other Bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the Bidders and shall not knowingly be disclosed by the Bidders, directly or indirectly, to any other Bidders or to any competitor prior to completion of the selection process.
3. No attempt has been made or shall be made by the Bidders to induce any other person, Partnership or Corporation to submit or not to submit a bid for the purpose of restricting competition.

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

From the issuing date of this RFP until a determination is made regarding the selection of the Successful Bidder, all Bidders contact with OASAS relative to this procurement must be authorized by OASAS and Bidders may not approach OASAS' personnel with offers of employment from the issuing date of this RFP until a determination is made regarding the selection of the Successful Bidder unless the intent to offer employment has been approved in advance by OASAS.

8.13 **Regulations and Guidelines.** The Contractor must meet all applicable regulations and guidelines (i.e., federal, state, county, city, Commission on Accreditation of Rehabilitation Facilities), relative to the service provided, if applicable.

A Contractor's inability to comply with all applicable guidelines will result in automatic disqualification from consideration.

The Contractor understands and agrees that the contracted service under its control will be operated in compliance with all applicable codes pertaining to the contracted service, and will immediately take corrective action, at its own expense, which is required by New York State or any other applicable federal, county or local codes pertaining to the contracted service.

The Contractor shall enter into a written agreement with OASAS ensuring the confidentiality of patient records and information in accordance with 42 CFR Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records. Failure on the part of the Contractor to comply with Federal rules and regulations on the confidentiality of patient records would be grounds for the State to terminate the contract with the Contractor.

8.14 **Public Announcements.** Public announcements or news releases pertaining to this proposal or contract shall not be made public without prior approval from OASAS.

8.15 **Acceptance.** The proposals shall be submitted with the understanding that only the acceptance in writing by the Associate Commissioner, Division of Administration or a designated duly authorized representative with the approval of the Attorney General, the Office of the State Comptroller and, when appropriate, the Division of the Budget, shall constitute a contract between the Contractor and the State of New York.

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

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

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

8.17 **Third Party Web-Based Information and Application Development.** Any web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that state agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005 as determined by quality assurance testing. Such quality assurance testing will be conducted by OASAS and the results of such testing must be satisfactory to OASAS before web-based information and applications will be considered a qualified deliverable under the contract or procurement.

SECTION 9 - TERMINATION

9.1 Termination.

An Agreement resulting from this RFP shall be subject to the following termination provisions:

A. The State shall have the right to terminate the Agreement early for:

1. unavailability of funds;
2. cause; or
3. convenience.

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

C. All or any part of the Agreement may be terminated by OASAS for cause upon the failure of the Contractor to comply with the terms and conditions of the Agreement, including the attachments hereto, provided that OASAS shall give the Contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand – receiving the Bidder's receipt therefore, such written notice to specify the Bidder's failure and the termination of the Agreement. Termination shall be effective 10 business days from receipt of such notice, established by the receipt returned to OASAS, unless the Bidder, in the opinion of OASAS, has cured said failure. The Bidder agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.

D. If the Agreement is terminated for cause, OASAS shall have the right to award a new contract to a third party. In such event, the Bidder shall be responsible for damages, and for all additional costs incurred in reassigning the contract.

E. The Agreement may be terminated for convenience if OASAS deems that termination would be in the best interest of OASAS, provided that OASAS shall give written notice to the Contractor not less than 30 days prior to the date upon which termination shall become effective, such notice to be made via registered or certified mail, return receipt requested or hand-delivered with receipt made. The date of such notice shall be deemed to be the date of postmark in the case of mail or the date of the Contractor's receipt for notice in the case of hand delivery. The Contractor, on its part, agrees to incur no new obligations after receipt of notification of termination and to cancel as many outstanding obligations as possible.

F. It is understood that OASAS reserves the right to suspend or reduce the Contractor services during the term of the Agreement. Such action(s) by OASAS shall not be considered a breach of the Agreement or otherwise give rise to damages on the part of the Contractor provided, however, that the Contractor is given written notification of such action.

G. The State shall have the right to terminate the Agreement in the event that it is found that the certification filed by the Contractor in accordance with NYS Finance Law §§139-j and 139-k was intentionally false or intentionally incomplete.

H. The Agreement may be deemed terminated immediately at the option of OASAS upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by OASAS to the Contractor.

I. In the event of termination for any reason, the Contractor shall not incur new obligations for the terminated portion and the Contractor shall cancel as many outstanding obligations as possible. The Contractor shall take all reasonable measures to mitigate any damages for which OASAS may be liable.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

January 2014

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. <u>CONFLICTING TERMS</u>. 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. <u>GOVERNING LAW</u>. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. <u>LATE PAYMENT</u>. 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. <u>NO ARBITRATION</u>. 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. <u>SERVICE OF PROCESS</u>. 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. <u>PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS</u>. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

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

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

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

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

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

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

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

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

the contract, the Department of Civil Service and the State Comptroller.

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT**. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

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

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

APPENDIX B

COST PROPOSAL FORM
OPIOID TREATMENT ACCESS & DOSAGE VERIFICATION REGISTRY SERVICES

ENTER BID PRICES BELOW ***(use ink or type)***

BE SURE YOU HAVE INSERTED YOUR COMPANY'S COMPLETE NAME IN THE BOX AT RIGHT ☞ ☞ ☞

Bids shall be based on an historical estimate of 23,296 transactions per month for all 103 Opioid Treatment Programs combined, as described below. This estimate of transactions is provided for informational purposes for Bidders to determine amount to bid, but are not guaranteed.

CURRENT COST FOR REGISTRY SERVICES:

ADMIT/DISCHARGE TRANSACTION FEE	DOSAGE TRANSACTION FEE *	ANNUAL COST
$7.39 x 2,446 transactions/month	N/A x 20,850 transactions/month	$216,889

*Dosage information was not required to be reported under the current contract.

BIDDER COST FOR REGISTRY SERVICES:

PER TRANSACTION FEE			MONTHLY FEE		OTHER *		ANNUAL COST **
Admit/Discharge	**Dosage**						
$ _____	$ _____	**OR**	$ _____	**OR**	$ _____	=	$ _____ **(REQUIRED)**

***If Other is proposed, a detail of the method of cost determination must be provided.**

****Per current legislation, accurate dosage delivery and facilitating disaster management shall not result in any new material expenditure by methadone programs. AS SUCH, BIDS SHALL NOT RESULT IN A MATERIAL INCREASE TO THE CURRENT ANNUAL COST OF $216,889.**

NOTE: The "ANNUAL COST" amount only will be used for cost proposal scoring purposes.

_____ _____

Signature **Date**

APPENDIX E

Health Insurance Portability and Accountability Act Business Associate Agreement

(*Contractor*) and the Office of Alcoholism and Substance Abuse Services (*OASAS*) hereby enter into an *Agreement* whereby the *Contractor* agrees to provide:

Furthermore, the *Contractor*:

(1) acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from the *ATC* identifying or otherwise relating to the patient in the *ATC* ("protected information"), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 142, 160, and 164, and may not use or disclose the information except as permitted or required by this *Agreement* or by the law;

(2) agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;

(3) agrees to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information;

(4) agrees to report to the *ATC* any use or disclosure of the protected information not provided for by this *Agreement* of which it becomes aware within 10 business days and by contacting the designated *ATC* representative;

(5) agrees to insure that any agent, including a subcontractor, to whom the *Contractor* provides the protected information received from the *ATC*, or created or received by the *Contractor* on behalf of the *ATC*, agrees to the same restrictions and conditions that apply through this *Agreement* to the *Contractor* with respect to such information*;**

(6) agrees to provide access to the protected information at the request of the *ATC*, or to an individual as directed by the *ATC*, in order to meet the requirements of 45 C.F.R. § 164.524 which provides patients with the right to access and copy their own protected information within 30 days of request.;

(7) agrees to make any amendments to the protected information as directed or agreed to by the *ATC* pursuant to 45 C.F.R. § 164.526;

(8) agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the *ATC*, or created or received by the *Contractor* on behalf of the *ATC*, to the *ATC* or to the Secretary of the Department of Health and Human Services for purposes of the Secretary determining the *ATC's* compliance with HIPAA;

(9) the *Contractor* agrees to provide to *OASAS* or an individual, in time and manner designated by *OASAS*, information collected in accordance with this *Agreement* to permit *OASAS* to respond to a request by an individual for an accounting of disclosures of protected information in accordance with 45 C.F.R. § 164.528;

APPENDIX E

(10) agrees to provide the *ATC* or an individual information in accordance with paragraph (9) of this *Agreement* to permit the *ATC* to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528;

Termination

(1) OASAS may terminate this *Agreement* if it determines that the *Contractor* had violated any material term.

(2) Upon termination of this *Agreement* for any reason, the *Contractor* shall return or destroy all protected information received from the *ATC*, or created or received by the *Contractor* on behalf of the *ATC*. This provision shall apply to protected information that is in the possession of subcontractors or agent of the *Contractor*. The *Contractor* shall retain no copies of the protected information.

(3) In the event that the *Contractor* determines that returning or destroying the protected information is infeasible, the *Contractor* shall notify the *ATC* of the conditions that make return or destruction infeasible. Upon notification that the return or destruction of the protected information is infeasible, the *Contractor* shall extend the protections of this *Agreement* to such protected information and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, for so long as the *Contractor* maintains the information.

Executed this _____day of _____, 2014.

_____ _____

P. David Sawicki
Director of Financial Management
NYS OASAS
1450 Western Avenue
Albany, NY 12203-3526

*Although the HIPAA regulations require these paragraphs to be included in Business Associate Agreements, 42 C.F.R. § 2.11 requires qualified service organizations to abide by the federal drug and alcohol regulations which prohibit such organizations from redisclosing any patient identifying information even to an agent or subcontractor. At present it is unclear whether programs should follow the HIPAA or drug and alcohol regulations regarding this paragraph.

APPENDIX H

Consultant Disclosure legislation pursuant to Chapter 10 of the Law of 2006 amends State Finance Law §§ 8 and 163

Background:

Chapter 10 of the Laws of 2006 amends State Finance Law §§8 and 163 requires:

> *Vendors contracting with New York State agencies will be required 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.*

Initial Report Requirements

Form A – State Consultant Services – Contractor's Planned Employment From Contract Start Date through the End of the Contract Term

To enable compliance with the Consultant Discloser Law, the contractor must complete Form A (one–time report) in accordance with the following:

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: Please access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

Number of Employee: 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 employee of subcontractors.

Number of Hours (to be) worked: the total number of hours to be worked.

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.

FORM A

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

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

State Agency Name: Agency Code:
Contractor Name: Contract Number:
Contract Start Date: / / Contract End Date: / /

Employment Category	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
Total this page	0	0	$ 0.00
Grand Total			

Name of person who prepared this report:
Title: Phone #:
Preparer's Signature:
Date Prepared: / /
(Use additional pages, if necessary) Page of

Annual Report Requirements

Form B – State Consultant Services Contractor's Annual Employment Report.

The law requires that contractors agree to submit Form B each year the contract is in effect and that the form is to capture historical information, detailing actual employment data for the most recently concluded State Fiscal Year (April 1 through March 31). Form B must be submitted by May 15th of each year to OASAS, the Department of Civil Service and the Office of the State Comptroller at the following addresses:

NYS Office of Alcoholism and Substance Abuse Services
Bureau of Financial Management
1450 Western Avenue, 4th floor
Albany NY 12203

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

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

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 provide under the contract.

*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

Number of Employee: 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 employee of subcontractors.

Number of Hours (to be) worked: the total number of hours worked during the Report Period by the employees in the employment category.

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.

FORM B

OSC Use Only:
Reporting Code:
Category Code:

State Consultant Services
Contractor's Annual Employment Report
Report Period: April 1, to March 31,

Contracting State Agency Name: Agency Code:
Contract Number:
Contract Term: / / to / /
Contractor Name:
Contractor Address:
Description of Services Being Provided:

Scope of Contract (Choose one that best fits):
Analysis ☐ Evaluation ☐ Research ☐ Training ☐
Data Processing ☐ Computer Programming ☐ Other IT consulting ☐
Engineering ☐ Architect Services ☐ Surveying ☐ Environmental Services ☐
Health Services ☐ Mental Health Services ☐
Accounting ☐ Auditing ☐ Paralegal ☐ Legal ☐ Other Consulting ☐

Employment Category	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	$ 0.00
Grand Total			

Name of person who prepared this report:
Preparer's Signature:_____
Title: Phone #:
Date Prepared: / /

Use additional pages if necessary) Page of

APPENDIX L

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

Background:

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

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

Instructions:

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

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

By: _____ Date:_____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

_____

_____

APPENDIX L (continued)

Offerer Disclosure of Prior Non-Responsibility Determinations

Note: Government Entities may wish to consider integrating this language in their existing forms.

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

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

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

APPENDIX L (continued)

Offerer Disclosure of Prior Non-Responsibility Determinations (Continued)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

_____

Address:_____

_____

Name and Title of Person Submitting this Form:

_____

Contract Procurement Number: _____ Date:_____

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

   NO YES

   If yes, please answer the next question.

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

   NO YES

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

   NO YES

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity:_____

Date of Finding of Non-responsibility:_____

Basis of Finding of Non-responsibility:_____

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

   NO YES

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity:_____

Date of Termination or Withholding of Contract:_____

Basis of Termination or Withholding:_____

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

By:_____Date:_____

APPENDIX L (continued)

Offerer's Certification of Compliance with State Finance Law §139-k(5)

Background:

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Instructions:

A Governmental Entity must obtain the required certification that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the certification and provide it to the procuring Governmental Entity. While the nature of the Procurement Contract will determine how to obtain the certification and when the certification should be obtained, the following documents have been identified for consideration:

- solicitation documents (such as an Invitation for Bids or Requests for Proposal);
- procurement contract; and
- other/stand alone certification.

It is recommended that the certification be obtained as early as possible in the process, such as when an Offerer submits its proposal, bid or other form of offer.

Offerer Certification

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

By: _____ Date:_____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

_____ _____

_____

APPENDIX T

New York State Department of Taxation and Finance Contractor Certification – ST220-TD and ST220-CA

New York State Department of Taxation and Finance

Contractor Certification

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

ST-220-TD

(12/11)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name			
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address *(if different than above)*			

Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number ( )

Covered agency or state agency	Contract number or description	Estimated contract value over the full term of contract (but not including renewals) $
Covered agency address		Covered agency telephone number

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than $100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*. See *Need help?* for more information on how to obtain this publication.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227

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, 475, 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)(i).

This information will be used to determine and administer tax liabilities and, when 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 purposes 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 Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?

Visit our Web site at ***www.tax.ny.gov***

- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

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, call the information center.

I, _____ , hereby affirm, under penalty of perjury, that I am _____
(name) *(title)*
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, and 3 below. Make **only one** entry in each section.

Section 1 — Contractor registration status

☐ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.

☐ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

☐ The contractor does not have any affiliates.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

☐ The contractor does not have any subcontractors.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this____ day of _____ , 20 _____

_____ _____
(sign before a notary public) *(title)*

Schedule A — Listing of each entity (contractor, affiliate, or subcontractor) exceeding $300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the $300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to Contractor	B Name	C Address	D Federal ID Number	E Sales Tax ID Number	F Registration in progress

Column A – Enter ***C*** in column A if the contractor; ***A*** if an affiliate of the contractor; or ***S*** if a subcontractor.

Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of the entity's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

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. _____

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

ST-220-CA

(12/11)

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

Contractor name				*For covered agency use only* *Contract number or description*
Contractor's principal place of business	City	State	ZIP code	
Contractor's 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	Covered agency name			
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 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)*

Instructions

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. 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.

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:

i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);

ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and

iii. 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).

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.
_____

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, 475, 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)(i).

This information will be used to determine and administer tax liabilities and, when 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 purposes 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 Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?

Visit our Web site at ***www.tax.ny.gov***
- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

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, call the information center.

APPENDIX U

FORM 1 - M/WBE UTILIZATION PLAN

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

Offeror's Name: Federal Identification No.:

Address: Solicitation No.:

City, State, Zip Code: Telephone No:

Region/Location of Work: M/WBE Goals in the Contract: MBE % WBE %

Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	Classification	Federal ID No.	Detailed Description of Work (Attach additional sheets, if necessary	Dollar Value of Subcontracts/Supplies/Services and intended performance dates of each component of the contract
	NYS ESD CERTIFIED ☐ MBE ☐ WBE			$
	NYS ESD CERTIFIED ☐ MBE ☐ WBE			$

PREPARED BY (Signature)_____ DATE_____

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143 AND THE ABOVE-REFERENCED SOLICITATION.

Name and Title of Preparer: Email Address: Telephone No.:

**************FOR AGENCY USE ONLY**************

REVIEWED BY:_____ DATE:_____

UTILIZATION PLAN APPROVED: ☐ YES ☐ NO Date: _____

Contract No:_____ **Contract Award Date:** _____

Estimated Date of Completion:_____ **Amount Obligated Under the Contract: $_____**

NOTICE OF DEFICIENCY ISSUED: ☐ YES ☐ NO Date: _____

NOTICE OF ACCEPTANCE ISSUED: ☐ YES ☐ NO Date: _____

FORM 2 - REQUEST FOR WAIVER FORM

INSTRUCTIONS: **See page 2 of this attachment for requirements and document submission instructions.**

Offeror/Contractor's Name: Federal Identification No.:

Address: Solicitation/Contract No.:

City, State, Zip Code: M/WBE Goals: MBE % WBE %

By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.

Contractor is requesting a:

1. ☐ **MBE Waiver – A waiver of the MBE Goal for this procurement is requested.** ☐ **Total** ☐ **Partial**
2. ☐ **WBE Waiver – A waiver of the WBE Goal for this procurement is requested.** ☐ **Total** ☐ **Partial**
3. ☐ **Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development:_____**

PREPARED BY (Signature)_____ DATE_____

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Name and Title of Preparer: Email Address: Telephone No.:

SUBMIT WITH THE BID OR PROPOSAL OR IF SUBMITTING AFTER AWARD, SUBMIT TO:	**************FOR AGENCY USE ONLY**************
Mr. James Carroll, Contract Management Specialist II Office of Alcoholism and Substance Abuse Services Bureau of Capital Management, 4th floor 1450 Western Avenue Albany NY 12203	**REVIEWED BY:_____** **DATE:_____**

WAIVER GRANTED: ☐ **YES** **MBE:** ☐ **WBE:** ☐

☐ **Total Waiver** ☐ **Partial Waiver** ☐ **ESD Certification Waiver** ☐ ***Conditional**

☐ **Notice of Deficiency Issued _____**

Comments:_____

_____

_____

FORM 2 - REQUEST FOR WAIVER FORM (Continued)

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request.

1. A statement setting forth your basis for requesting a partial or total waiver.

2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.

3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.

4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.

5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.

6. Provide copies of responses made by certified M/WBEs to your solicitations.

7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.

8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.

9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.

10. Provide the name, title, address, telephone number, and email address of Offeror/Contractor's representative authorized to discuss and negotiate this waiver request.

11. Copy of notice of application receipt issued by Empire State Development (ESD).

NOTE: **Unless a Total Waiver has been granted, Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by the contracting entity, to determine M/WBE compliance.**

FORM #3 – QUARTERLY M/WBE CONTRACTOR COMPLIANCE AND PAYMENT REPORT

INSTRUCTIONS: **Beginning ninety (90) days after a contract is awarded, quarterly compliance reports are due on the tenth (10th) day of each quarter for the preceding quarter's activity..**

Contractor's Name: Federal Identification No.:

Address: Contract No.:

City, State, Zip Code: Telephone No:

AS EVIDENCE OF THE PROGRESS MADE TOWARDS ACHIEVEMENT OF THE MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) GOAL(S), CONTRACTOR IS REQUIRED TO COMPLETE AND SUBMIT THE FOLLOWING FOR EACH MBE OR WBE (PLEASE USE A SEPARATE FORM FOR EACH MBE OR WBE.):

1. Copy (ies) of the written agreement with certified M/WBEs (submit with first quarterly report).
2. List below the name, address and telephone number(s) of the certified M/WBE(s) utilized during the preceding quarter.

   Name: Telephone No.:

   Address: City, State, Zip:

   Location of Work Performed:
3. Description of the work performed by the certified M/WBE in the reporting period (attach separate sheet if needed)
4. Dates of performance of the work by the certified M/WBE
5. Actual payments made to the certified M/WBE in the reporting period $
6. Actual total amount(s) of all payments made over the life of the contract by the Contractor to the certified M/WBE as of the date the compliance report is being submitted $

PREPARED BY (Signature)_____ DATE_____

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Name and Title of Preparer: Email Address: Telephone No.:

QUARTERLY REPORTS SHOULD BE SUBMITTED BY THE 10TH DAY OF EACH QUARTER TO:	**************FOR AGENCY USE ONLY**************
Mr. James Carroll, Contract Management Specialist II Office of Alcoholism and Substance Abuse Services Bureau of Capital Management, 4th floor 1450 Western Avenue Albany NY 12203	**REVIEWED BY:_____** **DATE:_____**

FORM 4 - EQUAL EMPLOYMENT OPPORUNITY
STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Solicitaton No.:

Reporting Entity: ☐ Contractor ☐ Subcontractor

Subcontractor's name_____

Offeror's Name:

Report Includes: ☐ Work force to be utilized on this contract

Address:

☐ Contractor/Subcontractor's total work force

City, State, Zip Code:

Enter the total number of employees in each classification in each of the EEO-job Categories identified.

EEO-Job Category	Total Work Force	Work Force by Gender		Work Force by Race/Ethnic Identification													
		Male (M)	Female (F)	White (M)	(F)	Black (M)	(F)	Hispanic (M)	(F)	Asian (M)	(F)	Native American (M)	(F)	Disabled (M)	(F)	Veteran (M)	(F)
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary/Apprentices																	
TOTALS																	

FORM 4 - STAFFING PLAN (Continued)

Name and Title of Preparer: Email Address: Telephone No.:

PREPARED BY (Signature)_____ **DATE**_____

SUBMIT COMPLETED WITH BID OR PROPOSAL

General instructions: All Officers and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

INSTRUCTIONS FOR COMPLETING:

10. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
11. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
12. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total work force.
13. Enter the total work force by EEO job category.
14. Break down the total work force by gender and enter under the heading 'Work force by Gender'.
15. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the Designated Contact(s) for the solicitation if you have any questions.
16. Enter information on disabled or veterans included in the work force under the appropriate headings.
17. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

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

- **WHITE**: (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK**: A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC**: A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER**: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)**: A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL**: Any person who has a physical or mental impairment that substantially limits one or more major life activity(ies); has a record of such an impairment; or is regarded as having such an impairment.
- **VIETNAM ERA VETERAN**: A veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER**

FORM 5 - EQUAL EMPLOYMENT OPPORUNITY
WORK FORCE EMPLOYMENT UTILIZATION/COMPLIANCE REPORT

Contractor No.: **Reporting Entity:** ☐ Contractor ☐ Subcontractor

Reporting Period:

☐ January 1, 20 - March 31, 20 ☐ April 1, 20 - June 30, 20 ☐ July 1, 20 - September 30, 20 ☐ October 1, 20 - December 31, 20

Offeror's Name: **Report Includes:**

Address: ☐ Work force to be utilized on this contract

City, State, Zip Code: ☐ Contractor/Subcontractor's total work force

Enter the total number of employees in each classification in each of the EEO-job Categories identified.

EEO-Job Category	Total Work Force	Work Force by Gender		Work Force by Race/Ethnic Identification													
		Male (M)	Female (F)	White (M)	(F)	Black (M)	(F)	Hispanic (M)	(F)	Asian (M)	(F)	Native American (M)	(F)	Disabled (M)	(F)	Veteran (M)	(F)
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary/Apprentices																	
TOTALS																	

FORM 5 - WORK FORCE EMPLOYMENT UTILIZATION/COMPLIANCE REPORT (Continued)

Name and Title of Preparer: Email Address: Telephone No.:

PREPARED BY (Signature)_____ **DATE**_____

SUBMIT COMPLETED FORM TO: Mr. James Carroll, Contract Management Specialist II
Office of Alcoholism and Substance Abuse Services
Bureau of Capital Management, 4th floor
1450 Western Avenue
Albany NY 12203

General Instructions: The work force utilization/compliance report is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's or subcontractor's total work force, the contractor or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's or subcontractor's total work force, information on the contractor's total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to OASAS within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a written statement of no change or submit a copy of the previously submitted report with the date and reporting period updated.

INSTRUCTIONS FOR COMPLETING:

1. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading 'Work force by Gender'.
7. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'.
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

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

- **WHITE:** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK:** A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC:** A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER:** A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)**: A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

FORM 5 - WORK FORCE EMPLOYMENT UTILIZATION/COMPLIANCE REPORT (Continued)

OTHER CATEGORIES

- **DISABLED INDIVIDUAL**: Any person who has a physical or mental impairment that substantially limits one or more major life activity(ies); has a record of such an impairment; or is regarded as having such an impairment.
- **VIETNAM ERA VETERAN**: A veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER**

ATTACHMENT 1
Contractor Information

_____ _____
(Authorized Signature) (Date)

_____ _____
(Print Name) (Title)

_____ _____
(Company Name) (Federal I.D. Number)

_____
(Address)

_____
(City, State, Zip)

_____
(County)

_____Ext._____ _____ Ext_____
(Telephone Number) (Toll Free Phone)

_____ _____
(Fax Number) (Toll Free Fax Number)

(E-mail) _____

New York State Small Business	Circle One:	Yes	No
New York State Certified Minority Owned Business	Circle One:	Yes	No
New York State Certified Woman Owned Business	Circle One:	Yes	No
Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State?	Circle One:	Yes	No
Does your proposal meet all the requirements of this solicitation?	Circle One:	Yes	No

REASON FOR NO BID:_____

_____

_____

ATTACHMENT 2

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 a 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 _____ 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 _____ No _____

_____ _____

Signature Date

ATTACHMENT 3

Non-Collusive Bidding Certification Required
By Section 139-D of the State Finance Law

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], AND [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

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

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

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

NAMES OF PARTNERS/PRINCIPALS	**LEGAL RESIDENCE**
_____	_____
	_____
_____	_____
	_____
_____	_____
	_____

ATTACHMENT 3 (continued)

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

NAME	**LEGAL RESIDENCE**
_____	_____
President	_____
_____	_____
Secretary	_____
_____	_____
Treasurer	_____
_____	_____
President	_____
_____	_____
Secretary	_____
_____	_____
Treasurer	_____

IDENTIFYING DATA

Potential Contractor _____

Title: _____

Street Address _____

City, State and Zip Code_____

Telephone _____ Fax _____

ATTACHMENT 3 (continued)

If applicable, Responsible Corporate Officer

_____	_____
Name	Title
_____	_____
Signature	Date

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

_____	_____
Legal name of person, firm or corporation	Legal name of person, firm or corporation
By_____	By_____
Name	Name
_____	_____
Title	Title
_____	_____
Street Address	Street Address
_____	_____
City, State, Zip Code	City, State, Zip Code

ATTACHMENT 4

ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, proteges or other supporting roles.

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

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

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

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

Will New York State Businesses be used in the performance of this contract? _____ _____
Yes No

If yes, identify New York State businesses that will be used and attach identifying information.

_____

_____

_____

_____

EXHIBIT 1

REGISTRY HISTORICAL WORK LOAD DATA
(Transactions 1/2011 – 12/2013)

2011			2012		
	Transactions	Fee		Transactions	Fee
January	2,198	$16,243.22	January	2,245	$16,590.55
February	2,075	$15,334.25	February	2,087	$15,422.93
March	2,441	$18,038.99	March	2,257	$16,679.23
April	2,329	$17,211.31	April	2,305	$17,033.95
May	2,650	$19,583.50	May	3,121	$23,064.19
June	2,174	$16,065.86	June	2,341	$17,299.99
July	2,200	$16,258.00	July	2,705	$19,989.95
August	2,616	$19,332.24	August	2,466	$18,223.74
September	2,352	$17,381.28	September	2,662	$19,672.18
October	2,406	$17,780.34	October	3,043	$22,487.77
November	2,467	$18,231.13	November	2,982	$22,036.98
December	2,268	$16,760.52	December	2,203	$16,280.17
Totals for 2011	**28,176**	**$208,220.64**	**Totals for 2012**	**30,417**	**$224,781.63**

2013		
	Transactions	Fee
January	2,790	$20,618.10
February	2,193	$16,206.27
March	2,347	$17,344.33
April	2,320	$17,144.80
May	2,697	$19,930.83
June	2274	$16,804.86
July	2490	$18,401.10
August	2538	$18,755.82
September	2249	$16,620.11
October	2498	$18,460.22
November	2778	$20,529.42
December	2175	$16,073.25
Totals for 2013	**29,349**	**$216,889.11**

EXHIBIT 2

OPIOID REGISTRY ROSTER
OF PROGRAM SITES
And
CERTIFIED CAPACITY

See the following pages.

Capacity Ambulatory 40,904 **Capacity Residential 344**

NYS OPOID TREATMENT PROGRAMS [OTPs]

BRONX

AECOM – WELLNESS CENTER PORT MORRIS
804 East 138th Street
Bronx, NY 10454

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718-665-7500 FAX: 718-665-4768
Dr. Melissa Stein

AECOM-MEDICAL MAINTENANCE
1510 Waters Place
Bronx, NY 10461

Dr. Herbert Lachman
718-409-9450

AECOM - MELROSE #9
260 East 161st Street – 9th Floor
Bronx, NY 10451

Paul Gandossy
(718) 292-6622 Fax # 718-292-2182
Dr. Scott Steiger

AECOM - MELROSE-ON-TRACK
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Dr. Robert Roose

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Dr. Eliseo Go

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880 Morris Avenue
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Dr. Jonathan Lee

MONTEFIORE MEDICAL CENTER UNIT II/III
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Bronx, NY 10453

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Dr. Jonathan Lee

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NARCO - FREEDOM, INC.
477-481 Willis Ave.
Bronx, NY 10455

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Dr. Jean Denis

NARCO - FREEDOM, INC.
250 Grand Concourse – 1st Floor
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Dr. Phil Garcia

PROMESA, INC.
1776 Clay Avenue
Bronx, NY 10457

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(718) 299-1100x3046 Fax (347) 649-3074
Lissette Rodriguez x 3061 (Res)
Dr. Daniel Rosa
Mohammed Yakub (718) 960-7663 Rehab

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4535-39 Third Avenue
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(718) 960-6214 x 5540/6170
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1910 Arthur Avenue - 5th, 7th, 9th Floors
Bronx, NY 10457

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Dr. Sonia Lopez 718-466-8278

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Fax (718) 385- 7835
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Addiction Institute of New York
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Glen Oaks, NY 11004
Certified Cap – 325 Funded

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Dr. Stephen Carlson

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Nassau University Medical Center
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Fax (516) 572-6777
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Dr. Paul Updike/Michael Christie

SISTERS OF CHARITY HOSPITAL
MEDICAL MAINTENANCE
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UPSTATE

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