



**Office for People With  
Developmental Disabilities**

# REQUEST FOR APPLICATIONS

REPOSTING OF GRANT OPPORTUNITY: Crisis Services  
for Individuals with Intellectual and/or Developmental  
Disabilities (CSIDD) and Resource Center  
REGION 3 IMPLEMENTATION

Version 2 of REPOSTING: October 28<sup>th</sup>, 2022



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**1. Introduction**

**1.1 Purpose, Term and Designated Contact**

1.1.1 By this Request for Applications (“RFA”), the New York State Office for People With Developmental Disabilities (“OPWDD”) is reposting this opportunity for Not-for-Profit (NFP) organizations authorized to do business in New York State to submit applications to serve as the provider of Crisis Services for Individuals with Intellectual and/or Developmental Disabilities (CSIDD) and a Resource Center in OPWDD’s Developmental Disabilities Regional Office 3 (“Region 3”). The RFA process will result in one independent grant contract between the successful applicant and OPWDD for the performance of the services described in this RFA.

Contingent upon approvals of the New York State Offices of the Attorney General (AG) and State Comptroller (OSC), the contract resulting from this Request for Applications (RFA) is anticipated to begin on January 1, 2023 for a three-year term ending on December 31, 2025.

This RFA provides information and instructions necessary for the submission of applications seeking award of this contract. The application is available on-line in Grants Gateway, under the **Grant Opportunity: “REPOSTING: Crisis Services for Individuals with Intellectual and/or Developmental Disabilities (CSIDD) and Resource Center REGION 3 IMPLEMENTATION”**. Please read this RFA in its entirety and follow the instructions carefully; failure to do so could result in rejection of the application.

1.1.2 The Designated Contact for this procurement is:

Connie Blais  
Contract Management Unit Office for People With Developmental Disabilities  
44 Holland Avenue, 5th Floor  
Albany, NY 12229  
Email: [OPWDDGrants@opwdd.ny.gov](mailto:OPWDDGrants@opwdd.ny.gov)

Please see restrictions on contact with OPWDD Employees, Section 8.4 of this RFA.

**1.2 Key Events and Dates**

Release of RFA.....	Wednesday, September 28, 2022
Mandatory Letter of Intent/Registration for Site Visit.....	Thursday October 6, 2022
Mandatory Resource Center Visit .....	Monday, October 17, 2022
Questions Due Date .....	11:00 a.m., Friday, October 21, 2022
OPWDD Responses to Questions .....	Friday, October 28, 2022
Application Due Date .....	2:00 p.m., Thursday, November 3, 2022
Anticipated Notification of Tentative Award .....	Monday, November 28, 2022
Contract Execution and Submission to Control Agencies .....	Wednesday, November 30, 2022
Contract Start Date.....	January 1, 2023

**\*\* NOTE:** The dates above are targets and are subject to change at OPWDD’s sole discretion.

**1.3 Background Information**

1.3.1 OPWDD Region 3

1.3.1.1 The New York State Office for People With Developmental Disabilities (OPWDD) is a New York State executive agency responsible for the provision, regulation and oversight of services to individuals with developmental disabilities in New York State. OPWDD directly provides services, and also oversees services delivered by an extensive network of over 500 Not For Profit service providers. More than 126,000 individuals with developmental disabilities are served by the combined public/private service system. OPWDD has extensive investment in stakeholder groups comprised of self-advocates, families, advocates, state and local human service agencies, state and local government, and the business community. It is overseen by multiple federal and state oversight and control agencies.

1.3.1.2 OPWDD Region 3 encompasses 18 counties, covering the Capital District, Hudson Valley, and Taconicareas. Over 28,000 individuals with developmental disabilities living in Region 3 receive services from OPWDD directly or from voluntary providers funded and overseen by OPWDD. These services involve responding to challenging behavioral health presentations, and include family training and educational programs, behavioral and social skills training, respite, Intensive Behavioral Services, and crisis intervention services. Among the services currently available in OPWDD Region 3, there is a capacity of up to 120 individuals to receive CSIDD services delivered through the Region 3 New York State-Operated CSIDD team.

### 1.3.2 Service Overview

The awardee of this RFA will be a provider of CSIDD and will operate a Resource Center. The chosen provider will be required to become certified by the National Center for START Services at the Institute on Disability at the University of New Hampshire to operate following the START Model. They will be responsible for working directly with the Region 3 State-operated CSIDD team to transition the active caseload at the time of award without compromising the quality and continuity of care or services currently being provided and then growing the team to support a minimum of 240 individuals within the Region. The Scope of Work, Section 2 of this RFA, contains the requirements that will be in the grant contract awarded pursuant to this RFA.

### 1.3.3 CSIDD and the Resource Center

1.3.3.1 CSIDD is a Medicaid State Plan service for individuals who are eligible for OPWDD services and who are age 6 or older and meet medical necessity criteria. CSIDD services are voluntary, short-term targeted services for individuals with intellectual and/or developmental disabilities who have significant behavioral or mental health needs. This is a high-intensity service recommended for individuals who experience frequent hospitalizations, crisis visits, mobile emergency services, and are at risk of losing their residential placement and/or otherservices because of significant behavioral and/or mental health needs and related presentation. CSIDD is a time-limited crisis service designed to help stabilize individuals withintheir existing care networks. Additional information available in the CSIDD Regulations 14 NYCRR Part 635.16 and CSIDD ADM 21-ADM-01R4 or current ADM (Exhibits VIII and IX).

1.3.3.2 Resource Centers provide crisis stabilization, assessment, treatment, and identification of interventions to reduce stress for the individual and their supports with the goal of avoiding hospitalizations or emergency services and provides short term supports to individuals who are unable to access other community respite supports.

1.3.3.3 The Resource Center is a voluntary, short-term, and targeted service offering structured,

community-based support in a home-like setting with clearly established treatment and discharge plans. Ongoing collaboration among the individual, family, caregiver, care manager, CSIDD team and existing support network is crucial. Resource Center admissions aim to avoid more restrictive out of home placements, such as hospitalizations, and to improve access to less restrictive community supports.

#### 1.3.4 START Certified Programs

1.3.4.1 The National Center for START Services at the Institute on Disability at the University of New Hampshire aims to improve the lives of persons with IDD and behavioral health needs and their families through fidelity to the START model with exemplary services and supports that emphasize local, person-centered, positive, multidisciplinary, cost-effective and evidence-informed practices. In meeting this mission, START-certified programs aim to:

1.3.4.1.1 Promote the development of least-restrictive, life-enhancing services and supports to the people referred.

1.3.4.1.2 Provide 24-hour-a-day, 7-days-a-week timely response to the system of care in support of individuals with I/DD and behavioral health care needs. In times of crisis this means immediate telephonic access, and in-person assessments within two hours of the request whenever possible.

1.3.4.1.3 Provide clinical treatment, assessment, and stabilization services in the context of short-term therapeutic resource center-based services and in-home therapeutic supports that are both emergency (hospital prevention, transition to community, and acute assessment and treatment) and planned (ongoing support for the individual and care provider for individuals who primarily live with family members or other natural/unpaid supports).

1.3.4.1.4 Provide support and technical assistance to partners in the community including but not limited to: Individuals and their families, mobile mental health crisis teams, residential and day providers, and outpatient and inpatient mental health providers.

1.3.4.1.5 Create a national network of experts in the field of I/DD and co-occurring disorders and ensure access to these resources through its partnerships with states and local teams.

1.3.4.1.6 Create and maintain affiliation and linkage agreements with community partners in order to clarify roles and responsibilities, overcome existing barriers in the system, and enhance the capacity of the system as a whole.

1.3.4.1.7 Provide systemic consultation to work with teams to improve opportunities for mutual engagement; understanding and a team approach that fosters clarity of roles and responsibilities; and cooperation and collaboration in the context of a comprehensive understanding of the people we serve.

1.3.4.1.8 Assess the needs of the population locally, statewide, nationally, and internationally, and work with stakeholders to ensure that effective service delivery takes place.

1.3.4.1.9 Collect data, measure outcomes, and modify strategies to meet the aforementioned goals.

1.3.4.2 To effectively meet the protocols outlined in 1.3.4.1.1 – 1.3.4.1.9 of this RFA, the successful applicant should be prepared to support individuals, collaborate with systems, and ensure quality assurance using the following communication approaches:

1.3.4.2.1 Morning Triage calls

- 1.3.4.2.2 Weekly Clinical Team Meetings
- 1.3.4.2.3 Peer Reviews
- 1.3.4.2.4 Live Supervision
  
- 1.3.4.3 The National Center for START Services at the Institute on Disability at the University of New Hampshire also offers numerous support services to START certified providers. As long as The National Center for START Services continues its arrangement with OPWDD for CSIDD services, the successful applicant will have access to the following support services from University of New Hampshire as part of the contract:
  - 1.3.4.3.1 Therapeutic coaching
  - 1.3.4.3.2 Technical support
  - 1.3.4.3.3 Certification of Coordinators and CSIDD Teams
  - 1.3.4.3.4 National Online Training Series
  - 1.3.4.3.5 START Professional Learning Communities (PLCs)
  - 1.3.4.3.6 START Information Reporting System (SIRS) National database for collection of required data
  
- 1.3.4.4 See The National Center for START Services website for additional background information on START: <http://www.centerforSTARTservices.org/>.
  
- 1.3.5 Funding
  - 1.3.5.1 Funds made available through this RFA are intended to provide gap funding for a period of three years while the successful applicant matures its program, establishes and builds their caseload. These gap funds will be paid through the resulting contract and will cover the operating cost differences between the successful applicant's total spending and the amount the agency will receive in Medicaid payments.
  - 1.3.5.2 OPWDD will be the payer of last resort and it is expected that the successful applicant will access all available funding mechanisms first and then access funding as outlined in the following RFA. It is expected that the successful applicant will comply with all regulatory, policy, defined documentation and billing standards relevant to the funding source utilized.
  - 1.3.5.3 CSIDD  
For clinical coordination the grantee is expected to bill for the provision of services utilizing the CSIDD reimbursement fee established by OPWDD in conjunction with the New York State Department of Health and approved by the New York State Division of Budget, as outlined in Exhibit VII: State Plan Amendment (SPA) 19-0014. The grantee would be issued an operating certificate by OPWDD to provide CSIDD.
  - 1.3.5.4 Resource Center  
For Resource Center Services, the grantee is expected to bill for the provision of services at the Respite intensive service fee and is required to follow all standards as outlined in Exhibit X: Respite Services Administrative Memorandum (ADM) 2017-01R.

## 1.4 Eligibility for Application

The minimum qualifications that must be met for an applicant to be considered for evaluation under this RFA are as follows:

- 1.4.1 Must be a NFP organization authorized to do business in New York (including NFP corporations formed under New York State Law, local government units, or organizations created by an act of the New York State Legislature for charitable purposes which include providing services to persons with developmental disabilities);
- 1.4.2 Must not be on OPWDD's Early Alert list at the time the application is submitted;
- 1.4.3 Must be current on the submission of Consolidated Fiscal Reports (CFRs) at the time the application is submitted. Applicants must provide the most recent CFR schedule 2A for the purpose of demonstrating overall financial viability. Applicants may be asked to provide an interim CFR, including CFR schedule 2A, and interim financial statements.
- 1.4.4 Registered in Grants Gateway with Prequalified Status
- 1.4.4.1 In addition to Grants Gateway registration, all non-governmental NFP applicants must be Prequalified at the time and date that the application is due. Grant proposals received from NFP applicants that are not Prequalified in the Grants Gateway at the application due date and time will not be evaluated. Such proposals will be disqualified from further consideration.
- 1.4.4.2 For more information about Grants Gateway and Prequalification, please visit the Grants Gateway website <https://grantsmanagement.ny.gov/get-prequalified> or contact the Grants Reform Team at [Grantsgateway@its.ny.gov](mailto:Grantsgateway@its.ny.gov) . The Grants Reform help desk/hotline can be reached at (518) 474-5595.
- 1.4.4.3 In keeping with this requirement, any application from a non-governmental NFP which has a status other than one of the following at the time and date that the application is due shall not be considered eligible for this procurement:
- Document Vault Prequalified;
  - Document Vault Prequalified Open;
  - Document Vault Prequalified/In review; or
  - Document Vault Open for PQS Edits
- 1.4.5 See Section 5 of this RFA for additional information pertaining to prequalification.
- 1.5 Contractor's Qualifications**
- 1.5.1 The minimum qualifications that must be met for an applicant to be awarded a contract under this RFA are as follows:
- 1.5.1.1 Must be authorized by OPWDD to provide HCBS waiver services or be eligible to become an authorized OPWDD waiver provider by the contract start period;
- 1.5.1.2 Must be an enrolled Medicaid provider of waiver services or be eligible to become an enrolled Medicaid provider of waiver services by the contract start period;
- 1.5.1.3 Must be in compliance with the charities registration requirements of the New York State Attorney General.
- 1.5.2 Applications which do not meet the above minimum qualifications upon execution of contract will be disqualified from receipt of award.

## 2. SCOPE OF WORK

### 2.1 Service Delivery Description

2.1.1 CSIDD is a high intensity service recommended for individuals with significant behavioral or Mental Health (MH) needs who experience frequent hospitalizations, crisis visits, and use of mobile emergency services and are at risk of losing placement and/or services. Teams include licensed professionals from appropriate behavioral health disciplines who provide clinical consultation and initial assessment within 2 hours of referral from OPWDD. All elements of the service are conducted by clinical professionals and are under the supervision of licensed Clinical and/or Medical Directors. Teams will maintain 24/7 service accessibility throughout the course of treatment.

2.1.2 In the performance of the work under the contract to be awarded, the successful applicant must plan for and provide CSIDD and Resource Center services as stated in this Section, and the requirements in Section 6.8.5 of this RFA, Technical Proposal, Description of Services.

Due to the expansive geographic area of the Developmental Disabilities Regional Office 3, Region 3 will have one comprehensive CSIDD team that will require coverage across the Region, as shown in Exhibit XI: Developmental Disability Regional Offices Map. The Region 3 CSIDD team will be led by a Director who will oversee program implementation across the 18 counties. The Director will support and guide staff, which may include one Assistant Director, one full-time or two part-time Clinical Directors, one part-time Medical Director or time split among two Medical Directors, one Resource Center Director, and one Administrative Assistant to assist with day-to-day operations and support. At full staffing, the Region 3 CSIDD team will be expected to maintain a minimum of 250 active CSIDD cases and maintain 95% or higher Resource Center utilization. The staffing at the Resource Center must include one Resource Center Director, Counselors, and other Licensed Clinical Professionals as outlined in Exhibit X: Respite Services ADM 2017-01R. The phased-in staffing for CSIDD must include, but is not limited to, a Clinical Director or Medical Director, Clinical Team Leads, Clinical Team Coordinators, and other Professional Clinical Staff (as outlined in Exhibit VIII: CSIDD Regulation 14 NYCRR Part 635-16) and is to be determined by the applicant and stated in Section 6.8.3 of this RFA, Technical Proposal, Proposed Staff.

2.1.3 The applicant will demonstrate that it employs or has access to staff sufficient to form the comprehensive Region 3 CSIDD team and Resource Center and will outline an initial staffing plan as well as a plan for phased-in staffing which corresponds to the information described in Sections 2.2.1 and 6.8.3 of this document. While the delivery of CSIDD services would begin upon the establishment of the initial Region 3 CSIDD team, it is recognized that the full staffing pattern will be phased-in and achieved in collaboration with OPWDD based on the demonstrated need across the region. Staff must meet the qualifications in Section 2.2 and must be capable of providing CSIDD services during the term of the contract. All professional clinical staff persons must have the appropriate credentials as stipulated by the NYS Department of Education.

2.1.4 Pursuant to the contract, the successful applicant will be required to become certified by The National Center for START Services and must include the following elements in its program:

- A team approach
- Linkages, outreach, follow-up

- Systemic and clinical consultation and training, including Clinical Education Teams (CETs)
- Comprehensive Service Evaluations (CSEs)
- Crisis/Emergency Assessment and Interventions
- Advisory Council
- Ongoing assessment of service outcomes (data, documentation)
- Interdisciplinary Professional Learning Communities
- Cultural competency development
- Continuous reporting of de-identified health information about individuals receiving CSIDD services in Region 3 using the START Information Reporting System (SIRS). The successful applicant is required to ensure that all data in SIRS is reported regularly and timely.

## 2.2 CSIDD and Resource Center Services Staffing Guidelines

This Section provides a detailed description of the required elements of the Region 3 CSIDD team and Resource Center and offers guidelines for hiring.

### 2.2.1 CSIDD Clinical Team and Resource Center Staff

The successful applicant will be required to establish a Region 3 CSIDD team comprised of the clinical staff outlined in this Section. To cover such a large geographic area, members of the Region 3 CSIDD clinical team will need to be located within a number of areas across all 18 counties. The exact number of FTEs included in the applicant's proposal will be based on their ability to achieve service goals outlined within the phased-in staffing pattern discussed in Section 6.8.3 of this RFA.

- 1 FTE Director
- 1 FTE Assistant Director (optional)
- 1 FTE or 2 0.5FTE Clinical Directors
- 1 FTE Administrative Assistant
- 0.5 FTE Medical Director (or split amongst two Medical Directors)
- 1-3 FTE Clinical Team Leaders
- 9-12 FTE Clinical Coordinators
- Other Professional Clinical Staff as needed
- 1 FTE Resource Center Director
- .5 FTE Registered Nurse
- 1-2 FTE Resource Center Head Counselors (optional)
- 1-16 FTE Resource Center Counselors

The Region 3 CSIDD Organizational Chart is included as Exhibit III: CSIDD & Resource Center Region 3 Organizational Chart.

### 2.2.2 CSIDD Clinical Staff and Resource Center Staff Qualifications

Please refer to the Exhibit VII: New York State Plan Amendment (SPA 19-0014) which includes descriptive information regarding CSIDD staff qualifications.

### 2.2.3 CSIDD

#### 2.2.3.1 The CSIDD Team will be staffed by a CSIDD Team Leader, support staff, and an interdisciplinary

- team as outlined in the Exhibit VIII: CSIDD Regulations 14 NYCRR Part 635-16.
- 2.2.3.2 Team membership must represent an array of clinical behavioral health disciplines likely to be required in providing multidisciplinary assessment and treatment.
- 2.2.3.3 The CSIDD services are delivered by Clinical Team Leaders and Clinical Team Coordinators under the supervision of the Clinical and/or Medical Director.
- 2.2.3.4 All CSIDD staff must have at least one year of relevant experience with the behavioral health aspects of I/DD. CSIDD staff must complete training in the mental health aspects of individuals with developmental disabilities.
- 2.2.3.5 The following disciplines are required to participate as core constituents of the interdisciplinary treatment team:
- **Clinical Director** (Ph.D. in Psychology and licensed by the State's Psychology Board). The Clinical Director is licensed by the State of New York and operates within the scope of the practice of their State license. The Clinical Director consults with the Medical Director, and also reviews CSIDD Treatment Plans and recommends services.
  - **Medical Director** (M.D./D.O. or APRN, licensed to practice in the State) The Medical Director is licensed by the State of New York and operates within the scope of the practice of their State license. The Medical Director consults with the Clinical Director, and also reviews CSIDD Treatment Plans and recommends services.
  - **Clinical Team Leaders** (Doctorate or Master's Degree in Social Work, Counseling, Psychology or human service field). This position is not required to be licensed and operates under the supervision of the Clinical and/or Medical Director.
  - **Clinical Team Coordinators** (Doctorate or master's degree in Social Work, Psychology, Counseling or other human service field). This position is not required to be licensed and operates under the supervision of the Clinical and/or Medical Director.
  - **Other Professional Clinical Staff:** This position includes those who deliver emergency or planned in-home services, must operate under the supervision of the Clinical Director, medical Director or consultant.
- 2.2.4 Resource Center
- 2.2.4.1 Resource Center staff must have at least two years of relevant experience with the behavioral health aspects of individuals with intellectual and developmental disabilities and complete training in the mental health aspects of individuals with developmental disabilities.
- 2.2.4.2 Staff must be trained to assist individuals with feeling welcomed and accepted while also offering guidelines to promote safety and stability.
- 2.2.4.3 Resource Center staff should, at all times, be of sufficient number, and have the specified qualifications, and competency as clinically indicated to provide the support for the safety, health, and well-being of all guests.
- 2.2.4.4 Resource Centers must maintain easily accessible emergency policies for their staff. Emergency policies must include but are not limited to responses to individuals who engage in physical aggression; property destruction; elopement; and suicidal ideation, gestures and attempts.

2.2.4.5 Resource Center staff include:

- **Director** (Master’s degree, preferably in Social Work, Counseling, Psychology or another Human Services field.) The Director must have at least three (3) years’ experience in a residential setting; and at least one (1) year supervisory experience in a residential setting.
- **Head Counselor** (Bachelor’s degree, preferably in Social Work, Counseling, Psychology or another Human Services field; and two (2) years of relevant experience.) This is an optional position.
- **Counselors** (Bachelor’s degree, preferably in Social Work, Counseling, Psychology or another Human Services field, or enrollment in at least a bachelor’s degree program in a human services field, or a high school diploma and at least two (2) years of additional relevant experience.) Counselors must have a minimum of two years relevant experience, unless the applicant can demonstrate competency in the staff responsibilities.
- **Licensed Clinical Professionals** (State licensed clinical professional as outlined in Exhibit X: Respite Services ADM 2017-01R.)

**2.3 Population to be Served by CSIDD**

2.3.1 The successful applicant will be required to provide CSIDD services to all eligible individuals. To be eligible for CSIDD services, an individual must meet each of the following criteria:

2.3.1.1 Meets CSIDD eligibility, which includes enrollment in Medicaid and meets OPWDD eligibility;

2.3.1.2 The individual must have significant behavioral or mental health needs that have not been adequately addressed with typically available supports; and

2.3.1.3 The individual must be at least six years of age for all services other than Resource Center services, and at least 21 years of age for admission to Resource Centers, with some access available to those 18-20 years of age with OPWDD approval.

2.3.2 Although an OPWDD Eligibility Determination is required in order to receive the full array of CSIDD services, individuals who are referred but not eligible will be linked to existing resources and supports.

**2.4 Elements of CSIDD**

2.4.1 Assessment

The Clinical Team Leader or Clinical Team Coordinator under the supervision of the Clinical or Medical Director will clinically assess the individual prior to developing a treatment plan, any time the individual experiences a significant change (improvement or decompensation) in his or her behavioral and/or Mental Health symptom presentation or is discharged from CSIDD services. Clinical assessments must include the:

- Aberrant Behavior Checklist (ABC);
- Matson Evaluation for Medication Side Effects (MEDS) (if applicable);
- Behavioral Presentation Intensity Review (BPIR) Protocol; and
- All other standardized clinical questionnaires that assist in the determination of beneficial interventions and necessary supports both while enrolled in CSIDD and after discharge.

#### 2.4.2 Treatment Planning

Based on clinical assessments, the Clinical Team Leader or Clinical Team Coordinator, under the supervision of the Clinical and/or Medical Director, will develop an individualized clinical crisis plan and treatment plan. The CSIDD Clinical Team Coordinator consults with the team to identify which CSIDD services the enrolled individual should receive. These services are listed on the CSIDD treatment plan. The ultimate responsibility for the content of the treatment plan is the Clinical Director or Medical Director, who may designate a different team member to develop a crisis plan or treatment plan for particular individual cases. The treatment services must be part of a treatment plan including goals and activities necessary to reduce the symptoms associated with behavioral health conditions discovered during the assessments and restore the individual to his or her best possible function level.

#### 2.4.3 Stabilization

Stabilization includes skill building and restoration, medication monitoring, and counseling to assist the individual and family/caregiver with effectively responding to identified precursors or triggers that would risk their ability to remain in a natural community location. Stabilization also includes assisting the individual and family members, caregivers or other collateral supports with identifying a potential psychiatric or personal crisis; practicing de-escalation skills; and seeking other supports to restore stability and functioning.

#### 2.4.4 Monitoring

CSIDD Team Members will monitor the efficacy of the Treatment Plan in supporting the beneficiary's stabilization in preparation for discharge from CSIDD services. Monitoring may also include service referral as needed. The team reviews the CSIDD treatment plan at least monthly to assess the needs of the individual and to ensure services are provided in a timely manner.

#### 2.4.5 CSIDD Treatment Plan

The CSIDD treatment plan identifies the intensity of the needs of the person enrolled in services as well as the person's system of support. It is geared towards preventing the occurrence of similar events in the future. The treatment plan provides clear, concrete, and realistic set of treatment and supportive interventions that prevents, de-escalates, and protects an individual from experiencing a behavioral health crisis.

CSIDD recipients receive CSIDD Stabilization services commensurate with their identified level of need based on the Exhibit VII: New York State Plan Amendment (SPA) 19-0014.

#### 2.4.6 Service Planning and Reporting Process

The level of involvement informs the level of CSIDD services intensity. Levels of intensity vary depending on the needs identified in the initial CSIDD assessment and ongoing re-assessment. As a person responds to the service and gains clinical stability, the level of involvement from the CSIDD team is reduced. If the individual receives home and community-based services (HCBS), the CSIDD Team will coordinate with the person's HCBS Care Manager and ensure needed services are incorporated into the HCBS Life Plan to support the fading of CSIDD supports, as applicable.

#### 2.4.7 Levels of Intensity (Intervention/Involvement)

The Behavioral Presentation Intensity Review (BPIR) informs the Developmental Disabilities

Regional Office (DDRO) about the reimbursement tier for CSIDD services and evaluates the individual's general mental health and behavioral health needs (see Exhibit VIII: CSIDD Regulations 14 NYCRR Part 635-16). The BPIR must be administered by CSIDD staff who are trained in the administration of the tool. The BPIR provides a Total Severity Rating directly corresponding to the intensity level (see Exhibit VII: New York State Plan Amendment (SPA) 19-0014). CSIDD providers must ensure the required number of services are delivered to meet the minimum level of clinical staff involvement outlined in the CSIDD Billing Standards, maintain these records, and ensure these records are accessible upon request.

#### 2.4.8 Data Collection and Reporting

2.4.8.1 It is essential that all CSIDD programs continue to evaluate service needs and outcomes through the ongoing process of data collection and evaluation, both for reporting purposes and to improve service effectiveness over time.

2.4.8.2 All referrals submitted to the DDRO, whether approved or denied, must be included on the tracking sheet developed by OPWDD. CSIDD providers must submit this tracking sheet every month to the DDRO no later than the first of every month following the month of service delivery. Information contained in the monthly tracker includes but is not limited to:

- General identifying information;
- Referral submission date;
- Authorization or denial date;
- Reason for denial and alternate services offered/referred to, if applicable;
- Current assigned BPIR tier;
- Dates on which assessments and reviews are due;
- Total number of days enrolled in CSIDD to date; and
- Any other information requested by OPWDD.

2.4.8.3 The successful applicant will also be required to adhere to any and all additional reporting requirements as requested by OPWDD on a regularly occurring basis.

### 2.5 **Resource Center Service Requirements**

#### 2.5.1 Resource Center Services

2.5.1.1 Resource Centers provide crisis stabilization, assessment, treatment, and identification of interventions to reduce stress for the individual and their supports with the goal of avoiding hospitalizations or emergency services and provides short term supports to individuals who are unable to access other community respite supports.

2.5.1.2 The Resource Center is a voluntary, short-term, and targeted service offering structured, community-based support in a home-like setting with clearly established treatment and discharge plans. Ongoing collaboration among the individual, family, caregiver, care manager, CSIDD team and existing support network is crucial. Resource Center admissions aim to avoid more restrictive out of home placements, such as hospitalizations, and to improve access to less restrictive community supports.

### 2.6 **Resource Center Facility**

2.6.1 The successful applicant will be responsible for operating a Resource Center located at 1111 Flatbush Road in Kingston, NY. This facility location has been approved by The National Center for START Services and OPWDD. Proposals shall include the use of this property as the Resource Center. Applicants will work with OPWDD and the landlord to obtain an assignment of the lease or a new lease. Reimbursement of lease costs will be effectuated through a Prior Property Approval (PPA).

2.6.2 The property listed above in section 2.6.1 of this RFA has been renovated and deemed a suitable property based on the requirements set forth in 14 NYCRR Subpart 635-7 for physical plant requirements for an IRA/FSR, as well as any other applicable law, regulation and/or guidance. A site visit by the applicant will be required as scheduled in Sections 1.2 and 3.2 of this RFA, to evaluate the 1111 Flatbush Road property to determine cost of any additional renovations and furnishings necessary to prepare the property for the program to ensure compliance with applicable laws regulations and/or guidance.

2.6.3 Although the contract resulting from this RFA will not include cost for property acquisition or renovation, the Technical Proposal should describe and include all costs associated with proposed renovations and should include information pertaining to how the anticipated scope of work and cost estimates were developed, as well as by whom. The applicant's technical score will include the facility meeting the best practice recommendations for the existing property required for Resource Center use.

#### 2.6.4 General Resource Center Eligibility

In order to be eligible for Resource Center admission, the individual must:

- Be enrolled in and be receiving CSIDD;
- Be enrolled in HCBS Waiver;
- Not reside in an OPWDD certified setting, unless there is prior OPWDD approval;
- Have an expected discharge/transition plan back to their home or community setting at the completion of the Resource Center stay; and either be
  - 21 years old or older; or
  - 18-20 years old and not currently receiving educational services, with Developmental Disability Regional Office (DDRO) approval ; or
  - 18-20 years old and actively receiving educational services but requesting Resource Center use during a school vacation or holiday, with DDRO approval.

#### 2.6.5 Admission Types

Resource Center admissions can either be made on a planned or emergency basis. Resource Centers may maintain any ratio of planned and emergency admissions. However, emergency admissions must supersede planned admissions. Therefore, planned admission dates must be flexible to allow for emergency admissions, as needed, for the best interest of the emergency admission being referred.

### 2.6.5.1 Planned Admissions

2.6.5.1.1 Planned admissions are designated for individuals who live with family or natural supports and may not have been able to use traditional respite because of ongoing behavioral health challenges. The Resource Center provides an environment where staff can monitor treatment effects and assist the individual with the development of skills and strategies to manage crises, while allowing the individual to become more involved with community supports. Planned admissions must be scheduled based on the individual's clinical needs for no more than 10 consecutive days. In exceptional circumstances, there may need to be a request for an extension of services. However, the planned admission can also be scheduled for shorter durations over the course of weeks or months. Resource Center stays must not exceed the limits outlined in the Exhibit X: Respite Services ADM 2017-01R.

2.6.5.1.2 Planned admissions are clinically determined and based on the needs of the family/caregiver. The first planned stay in an anticipated set of stays is coordinated by the CSIDD Coordinator and Resource Center Director. Subsequent stays are coordinated between the Resource Center staff and the individual and/or family/caregiver. The CSIDD Coordinator must be kept informed of all admissions.

### 2.6.5.2 Emergency Admissions

2.6.5.2.1 Emergency admissions are focused on stability, assessment, intervention, and planning not otherwise possible in the absence of a hospitalization. Emergency admission may serve as a transition from an acute psychiatric hospitalization to the individual's residence if a clear discharge plan is identified or is in the process of being completed at admission.

2.6.5.2.2 Emergency admissions for individuals not residing in certified settings must not exceed 30 consecutive days without additional approval by the DDRO. Special approvals are required to admit individuals into the Resource Center who are currently residing in certified settings and are limited to 14 consecutive days.

### 2.6.6 Treatment Planning

2.6.6.1 Upon admission to the Resource Center, individuals must be oriented to the residence, guidelines, staff, and other individuals. Personal items and medications must be inventoried. Within 24-hours of admission, the CSIDD Coordinator must complete an in-service training for all Resource Center staff so that all staff are aware of the purpose of the individual's admission, effective interventions, and treatment and discharge plans.

2.6.6.2 Clinical assessments must be reviewed and conducted, as necessary, to better understand the reason for Resource Center admission and to identify the clinical and functional presentation of the individual. Exhibit VIII: CSIDD Regulations 14 NYCRR 635-16.5 and Exhibit IX: CSIDD ADM 2021-01R4 outline required assessments to be conducted. Other standardized clinical questionnaires that assist in the determination of beneficial interventions and necessary supports, both while at the Resource Center and after discharge, should be administered. Treatment and discharge plans must be based on the assessed needs of the individual and their system of support.

2.6.6.3 Resource Centers must develop and implement skill building activities. Skill building activities may occur in both individual and group settings and assist with communication and improve

- stress management, as indicated to their CSIDD treatment plan. Providers and family/caregivers may be invited to the Resource Center to learn and practice new skills in this safe therapeutic environment. This skill building should be scheduled in advanced.
- 2.6.6.4 At least one physical activity should be scheduled each day and activities promoting community inclusion are encouraged. Participation is encouraged at the individual's level of ability. The use of television, cell phones and electronics, as well as napping, or other leisure activities that do not support scheduled activities are discouraged.
- 2.6.7 Discharge Planning & Follow Up
- 2.6.7.1 The individual's tentative discharge date and intended treatment outcomes should be identified prior to their admission into a Resource Center. The DDRO must be notified of the discharge date – including updates to the discharge date should it change.
- 2.6.7.2 The CSIDD Coordinator must lead weekly discharge meetings, except for individuals accessing the Resource Center for multiple visits over an extended time period. CSIDD Coordinators must lead discharge planning meetings at least quarterly for those individuals accessing the Resource Center for multiple visits over an extended time period. Discharge meetings review significant events and progress towards treatment and discharge goals, discharge dates, transitions home, and any new supports identified. All discharge meetings must occur in-person, whenever possible, and should include all impacted supports (e.g., family, providers, circle of support).
- 2.6.7.3 Within 72 hours (preferably within 24 hours) of discharge from the Resource Center, a discharge summary must be produced by the Resource Center Director and shared with the CSIDD team. Upon discharge an anonymous survey must also be offered to the individual or the individual's guardian to measure their satisfaction with the admission and capture information about their experience.
- 2.6.7.4 The CSIDD Coordinator must schedule a follow-up outreach visit within one week of discharge from the Resource Center. This follow-up visit should review the recommendations of the discharge summary as well as develop a plan for recommendations not yet being implemented.

### **3. LETTERS OF INTENT/ SITE VISIT**

#### **3.1 Mandatory Letter of Intent and Registration for Mandatory Resource Center Site Visit**

- 3.1.1 Vendors intending to submit applications in response to this RFA must submit a Letter of Intent, via e-mail, on or before the Application Due Date specified in Section 1.2 of this RFA, Calendar of Events, to the email address provided in section 1.1.2 of this RFA.
- 3.1.2 A Letter of Intent is provided in Attachment One: Mandatory Pre-Bid Requirements. The Letter of Intent also serves as Registration for the Mandatory Region 3 Resource Center Site Visit described in section 3.2 of this RFA. The Letter of Intent must be signed and scanned, then attached to an email. The letter must:

- 3.1.2.1 Reference the title of this RFA;
- 3.1.2.2 Provide the current mailing address, email address, and telephone number(s) for the person who will be the applicant's designated point of contact throughout the duration of this RFA; and
- 3.1.2.3 Be written on the applicant's official letterhead and signed by an authorized official.
- 3.1.3 Subsequent to the date for submission of Letters of Intent, prospective applicants who do not submit Letters of Intent will not be considered for award of contracts and will not be advised of subsequent changes in the scope of this RFA. Submitting a Letter of Intent is required in order for a prospective vendor to submit an application and participate in the CSIDD Region 3 Resource Center site visit.
- 3.1.4 Applicants must send notification of any and all changes related to the point of contact provided in the Letter of Intent to the email provided in section 1.1.2 of this RFA. OPWDD is not responsible for any miscommunications that occur throughout this RFA as a result of an applicant's failure to provide notification of changes in the point of contact information.
- 3.1.5 The Letter of Intent will also serve to register the applicant for the Resource Center Site Visit as described in Sections 3.2 and 3.3 of this RFA (below).

### **3.2 Mandatory Region 3 Resource Center Site Visit**

A mandatory in-person pre-bid site visit is scheduled as noted in Section 1.2 of the RFA. Advance Registration for the site visit is required for security purposes. COVID-19 GUIDELINES WILL BE ENFORCED. Please include the names of the attendees from your company and a preferred time of day when submitting the registration.

- 3.2.1 The Region 3 Resource Center is located at: 1111 Flatbush Road in Kingston, NY.
- 3.2.2 The site visit will ensure all applicants are aware of site conditions, such as access for vehicles, security requirements, and other factors.
- 3.2.3 Applicants attending the site visit must sign in on the Mandatory Site Visit Sign-in Sheet.
- 3.2.4 Responses to questions raised during the site visit will not be provided during the site visit. All questions must be submitted in writing by the Question Due Date and responses will be shared with all potential applicants on the Questions Posted date as noted in Section 1.2 of this RFA.

### **3.3 No-Bid Reply**

- 3.3.1 OPWDD is requesting that Providers who do not intend to submit an application in response to this RFA, provide a reason for choosing not to participate. A No-Bid Reply Form is provided in Attachment One: Mandatory Pre-Bid Requirements of this RFA and should be returned by the Letter of Intent Due Date as indicated in Section 1.2 of this RFA. The No-Bid Reply form helps the OPWDD demonstrate that proposals were shared with others besides those responding to this RFA, and to understand why a Provider did not bid.
- 3.3.2 Completing and returning the form to the OPWDD will ensure the Provider's name remains on

our Bidders' list for future solicitations. The No-Bid Reply Form includes space for explanation as to why a bid is not being submitted. A no bid response will not impact participation in future solicitations.

#### **4. RFA QUESTIONS, CLARIFICATIONS, AMENDMENTS**

##### **4.1 Submission of Questions**

4.1.1 Substantive questions related to this RFA must be submitted via e-mail to the designated contact via the email provided in section 1.1.2 of this RFA no later than the Questions Due Date as specified in Section 1.2 of this RFA. Each question must, to the degree possible, cite the specific RFA section to which it refers.

##### **4.2 Responses to Questions, and Amendments to RFA**

4.2.1 Responses to questions submitted prior to and after the Mandatory Region 3 Resource Center Site Visit as scheduled in Section 1.2 of this RFA; notifications of amendments, and all other updates and/or announcements related to this RFA will be posted on OPWDD's Procurement Opportunities website at

<https://opwdd.ny.gov/procurement-opportunities> and the New York State Contract Reporter website at <https://www.nyscr.ny.gov/contracts.cfm>.

4.2.2 The answers to all questions will be in the form of a formal addendum, which will be annexed to and become part of this RFA and any ensuing contract(s).

#### **5. Grants Gateway**

**PLEASE NOTE: Applicants must enter "\$1" in the Other Expenditure Line of the Budget Properties tab in the Grants Gateway Application. Contract Total must not be entered.**

5.1 Applications responding to this RFA must be submitted in the New York State Grants Gateway.

5.2 Detailed instructions are available at <https://grantsmanagement.ny.gov/resources-grant-applicants> for meeting and completing the following requirements:

5.2.1 Registering your organization

5.2.2 Getting Prequalified

5.2.3 Applying for a Grant

5.2.4 Managing Contracts

5.3 Help Desk

5.3.1 In addition to the support resources available to Grants Gateway users such as manuals, videos, webinars, and FAQs, Grants Management provides live help desk support for Grants Gateway

- users.  
Hours: Monday – Friday 8:00 a.m. to 4:00 p.m.  
Phone: (518) 474-5595  
Email: [grantsgateway@its.ny.gov](mailto:grantsgateway@its.ny.gov)
- 5.3.2 An after-hours support desk is available weekdays between 4:00 p.m. and 8:00 p.m. for account lockouts and basic questions at (800) 820-1890 or [helpdesk@agatesoftware.com](mailto:helpdesk@agatesoftware.com).
- 5.3.3 Once the application is complete, prospective grantees are strongly encouraged to submit their applications at least 48 hours prior to the due date and time. This will allow sufficient opportunity for the applicant to obtain assistance and take corrective action should there be a technical issue with the submission process. Both OPWDD and Grants Management staff are available to answer applicant’s technical questions and provide technical assistance prior to the application due date and time. Contact information for the Grants Management Team is available under section 5.3.1 and 5.3.2 of this RFA.
- 5.3.4 PLEASE NOTE: Although OPWDD and the Grants Management staff will do their best to address concerns that are identified less than 48 hours prior to the due date and time, there is no guarantee that they will be resolved in time for the application to be submitted and, therefore, considered for funding.
- 5.3.5 The Grants Gateway will always notify applicants of successful submission. If a prospective grantee does not get a successful submission message assigning their application a unique ID number, it has not successfully submitted an application. During the application process, please pay particular attention to the following:
- 5.3.5.1 Not-for-profit applicants must be prequalified on the due date for this application submission. Be sure to maintain prequalification status between funding opportunities. Three of a not-for-profit’s essential financial documents - the IRS990, Financial Statement and Charities Bureau filing - expire on an annual basis. If these documents are allowed to expire, the not-for-profit’s prequalification status expires as well, and it will not be eligible for State grant funding until its documentation is updated and approved, and prequalified status is reinstated.
- 5.3.5.2 Only individuals with the roles “Grantee Contract Signatory” or “Grantee System Administrator” can submit an application.
- 5.3.5.3 Prior to submission, the system will automatically initiate a global error checking process to protect against incomplete applications. An applicant may need to attend to certain parts of the application prior to being able to submit the application successfully. You can also run the global error check at any time in the application process. (see p.68 of the Grants Gateway: Vendor User Guide).
- 5.3.6 Grantees should use numbers, letters and underscores when naming their uploaded files. There cannot be any special characters in the uploaded file name. Also, be aware of the restriction on file size (10 MB) when uploading documents.
- 5.3.7 The following table will provide a snapshot of which roles are allowed to Initiate, Complete, and Submit the Grant Application(s) in the Grants Gateway.

<b>Role</b>	<b>Create and Maintain User Roles</b>	<b>Initiate Application</b>	<b>Complete Application</b>	<b>Submit Application</b>	<b>Only View the Application</b>
<b>Delegated Admin</b>	<b>X</b>				
<b>Grantee</b>		<b>X</b>	<b>X</b>		
<b>Grantee Contract Signatory</b>		<b>X</b>	<b>X</b>	<b>X</b>	
<b>Grantee Payment Signatory</b>		<b>X</b>	<b>X</b>		
<b>Grantee System Administrator</b>		<b>X</b>	<b>X</b>	<b>X</b>	
<b>Grantee View Only</b>					<b>X</b>

**6. INSTRUCTIONS FOR PREPARING THE APPLICATION**

6.1 After submission of the Mandatory Letter of Intent and participating in the Mandatory Region 3 Resource Center Site Visit as required in Sections 3.1 and 3.2 of this RFA, providers may submit an application. If a provider fails to submit a Mandatory Letter of Intent, and participate in the Resource Center Site Visit, they will not be eligible for participation in this RFA and cannot submit an application.

6.2 Applications are due by the Application Due Date and Time as stated in Section 1.2 of this RFA. Applications received after the Application Due Date and Time will not be accepted. Most required components of applications must be entered into the Grants Gateway at [https://grantsgateway.ny.gov/IntelliGrants\\_NYSGG/module/nysgg/goportals.aspx](https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportals.aspx) by that date and time for further consideration. Mailed, Emailed or facsimiled submissions will not be accepted.

6.3 While additional data may be included, applicants must provide all information in the prescribed format in which it is requested. The following components must be included with each application and must be provided in the prescribed format in which it is requested. Failure to follow these instructions may result in disqualification. The following three components will comprise a complete application:

6.3.1 Cover Letter including Attestations and Required Forms

6.3.2 Technical Proposal

6.3.3 Cost Proposal

6.4 An application that is incomplete in any material respect may be eliminated from consideration. The following outlines the required information to be provided by applicants for each component of an application submission to constitute a complete application. All applications will be subject to verification by OPWDD.

6.5 Applicants are strongly encouraged to submit their applications well in advance of the Application Due Date and Time as provided in section 1.1.2 of the RFA to avoid unforeseen submission problems.

## 6.6 Exhibits available in Grants Gateway

The following external documents are referenced throughout this RFA, and are available in the Opportunity in Grants Gateway under **Grant Opportunity: “REPOSTING: Crisis Services for Individuals with Intellectual and/or Developmental Disabilities (CSIDD) and Resource Center REGION3 IMPLEMENTATION”**:

- Exhibit I: Master Contract for Grants
- Exhibit II: Health Information Portability and Accountability Act (HIPAA Business Association Agreement)
- Exhibit III: CSIDD & Resource Center Region 3 Organizational Chart
- Exhibit IV: START Clinical Teams Manual
- Exhibit V: Best Practice Guidelines for Resource Centers
- Exhibit VI: Technology Requirements for START Projects
- Exhibit VII: New York State Plan Amendment (SPA) 19-0014
- Exhibit VIII: CSIDD Regulations 14 NYCRR Part 635-16
- Exhibit IX: CSIDD Administrative Memorandum (ADM) 21-ADM-01R4
- Exhibit X: Respite Services ADM 2017-01R
- Exhibit XI: Developmental Disability Regional Offices Map

## 6.7 Cover letter

6.7.1 A cover letter is an integral part of the application. The cover letter must be on the applicant’s official letterhead and must be signed by an individual who is authorized to contractually bind the successful applicant, and must be uploaded to the Pre-submission Uploads tab of **Grant Opportunity: “REPOSTING: Crisis Services for Individuals with Intellectual and/or Developmental Disabilities (CSIDD) and Resource Center REGION 3 IMPLEMENTATION”**. The content of the letter must include the following requirements, attestations and required forms:

- The Applicant’s Legal Entity name, address, telephone number, fax number, and email address of the Applicant’s Primary Contact concerning the Application.
- The Applicant’s New York State Vendor/Supplier Identification Number and Federal Identification Number.
- Contain a specific statement addressing each of the numbered requirements contained in Section 1.4 and 1.5 of this RFA. Applicants must state specifically whether they are in compliance with each of the minimum requirements in Section 1.4 and the status of their ability to meet the requirements in Section 1.5 prior to contract award.
- Warrant the Applicant is authorized to do business in the State of New York.
- Confirm that Applicant has completed or updated an on-line or hardcopy New York State Vendor Responsibility Questionnaire as required per Section 8.34 of this RFA [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) (if Applicant is only able to complete a hardcopy of the Vendor Responsibility Questionnaire, it must be included with the Cover Letter).
- Warrant the Applicant is willing and able to comply with New York laws with respect to foreign (non-New York) corporations.
- Warrant the Applicant is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, omissions of

any officers, employees or agents thereof and provide proof of Workers Compensation and Disability Insurance and a Certificate of Insurance in accordance with Section 8.32.2.6 of this RFA.

- Warrant the Applicant will not delegate or subcontract its responsibilities under an agreement without the written permission of the OPWDD.
- Acknowledge the costs set forth in the Cost Proposal are firm costs that are binding and irrevocable for a period of not less than 180 days from the date of proposal submission.
- Acknowledge the Applicant understands and accepts the provisions of this RFA inclusive of all Appendices, Attachments and Exhibits thereto.
- Acknowledge the Applicant has read the RFA, understands it, and agrees to be bound by all the terms and conditions therein.
- Warrant that by submitting a response to the RFA, the applicant accepts the provisions of the aforesaid documents and agrees to execute a contract in accord with the terms of the State of New York Master Contract for Grants.
- Warrant all information provided by the Applicant in connection with submission of an Application is true and accurate.
- Provide the name, title, address, telephone number, and email address of the person authorized to receive Notices with regard to the contract entered into as a result of this procurement. See Clause 20, Attachment A-1, Section B. of this RFA.
- Signed by an individual authorized to contractually bind the successful Applicant.
- Applicant must confirm that “\$1” has been entered in the Other Expenditure Line of the Budget Properties tab in the Grants Gateway Application. Contract Total must not be entered.

#### 6.7.2 Additional Cover Letter Requirements

6.7.2.1 The NYS Procurement forms and documents, listed here with links to external websites or as provided in Attachment A-1 or ATTACHMENT TWO: COVER LETTER REQUIREMENTS of this RFA, must be completed and signed as indicated, and included with the Applicants Cover Letter, and uploaded in the Grants Gateway under **Grant Opportunity: “REPOSTING: Crisis Services for Individuals with Intellectual and/or Developmental Disabilities (CSIDD) and Resource Center REGION 3 IMPLEMENTATION”**. A Cover Letter that is incomplete in any material respect will may be deemed non-responsive and eliminated from consideration.

6.7.2.2 Applicants must upload to the designated field on the Pre-Submission Uploads tab, the most recent Consolidated Fiscal Report CFR schedule 2A for the purpose of demonstrating overall financialviability per Section 1.4.3 of this RFA:

- CFR Schedule 2A

6.7.2.3 The following forms provided in Attachment A-1, Section C, and in accordance with Section 8.12 of this RFA, must be uploaded to the designated field on the Pre-Submission Uploads tab:

- MWBE EEO Policy Statement (in accordance with Section 8.12 and Attachment A-1, Section C of this RFA)
- Staffing Plan (in accordance with Section 8.12 and Attachment A-1, Section C of this RFA)

- SDVOB Utilization Plan (in accordance with Section 8.12 and Attachment A-1, Section D of this RFA)

6.7.2.4 The following can be found in ATTACHMENT TWO: COVER LETTER REQUIREMENTS of this RFA and in the Pre- Submissions tab in **Grant Opportunity: “REPOSTING: Crisis Services for Individuals with Intellectual and/or Developmental Disabilities (CSIDD) and Resource Center REGION 3 IMPLEMENTATION”** . :

Applicants must complete each required form and upload it to the designated line of the Pre-Submission Uploads tab.

- Non-Collusive Bidding Certification
- Listing of Proposed Subcontractors (RFA Section 8.13)
- Encouraging Use of New York State Businesses In Contract Performance
- Sexual Harassment Policy Certification (RFA Section 8.17)
- Executive Order 177 Certification (RFA Section 8.18)
- Vendor Assurance of No Conflict of Interest or Detrimental Effect (RFA Section 8.19)
- Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia (RFA Section 8.20)

## 6.8 Technical Proposal

The Technical Proposal must address all of the following nine (9) items, in the following order provided, and under each of the provided headings in the Grants Gateway Application module.

6.8.1 Philosophy and Mission. A statement of the philosophy and mission of the agency or organization submitting the application.

6.8.2 Vision and Goal. A description of the applicant’s vision and specific goals and objectives for the provision of CSIDD services distributed across the expansive geographic area of Region 3 in relation to this RFA.

6.8.3 Proposed Staff.

6.8.3.1 Provide a description of the staff currently employed that meet qualifications outlined in Section 2.2 of this RFA, that will be considered for positions within the Region 3 CSIDD team. Provide this description for both the staff who will provide direct services and the staff who will provide clinical supervision - include educational and experiential qualifications, as well as current titles.

6.8.3.2 For any staff that is not already employed by the applicant, provide a description of the steps the applicant will take to obtain qualified staff by the contract start date, including a timeline for hiring of all staff that are identified in Section 2.2 of this RFA.

6.8.3.3 Provide a description of how the applicant will ensure that any staff turnover is addressed.

6.8.3.4 The successful applicant will be required to build in performance evaluations of Region 3 CSIDD team members to ensure certification is timely. This is necessary to maintain fidelity to the

national START model. Provide a description of performance evaluations or staff assessment measures that your agency has used or developed which may lend to your agency being successful in this area.

6.8.4 Experience.

6.8.4.1 A description of your agency's approach to and experience in providing psychiatric interventions and behavioral support services to individuals with intellectual and other developmental disabilities. Describe any similar programs the applicant has operated in the last five years and how you will adapt these experiences to implement CSIDD.

6.8.4.2 Please provide up to three letters of support from service providers capable of speaking to your ability to implement services similar to this opportunity.

6.8.5 Description of Services.

6.8.5.1 A clear description (Grants Gateway allows up to 4000 characters per entry, plus the option to upload a narrative for each of the items below) of how the applicant will implement each of the proposed CSIDD Services in Region 3 that addresses each of the items listed below. Reference the letter for each item in your response (e.g., 6.8.5.2.1, 6.8.5.2.2, etc.).

6.8.5.2 Describe in detail how your program will meet and implement the following requirements, as described in detail in Section 2, Scope of Work, of this RFA:

6.8.5.2.1 *An ongoing team approach.* Describe how your agency will implement daily weekday triage calls, staff meetings, peer-review, and live supervision;

6.8.5.2.2 *Linkages, outreach and follow-ups.* Describe how your agency will:

- Develop formal linkages with local providers in the field;
- Utilize various methods of outreach to become a visible part of the existing network of supports and services; and
- Implement follow-up methods to evaluate effects of treatment strategies.
- Make services available throughout the region.

6.8.5.2.3 *Treatment Plan.* Describe how your agency will:

- Develop individualized treatment plans
- Utilize the clear, concrete, and realistic set of treatment and supportive interventions that prevents, de-escalates, and protects an individual from experiencing a behavioral health crisis.
- Monitor and review the treatment plans monthly as required

6.8.5.2.4 *Systemic and Clinical Consultation and Training.* Describe how your agency will:

- Utilize existing expertise to deliver CETs;
- Involve members of the first responder community in ongoing joint trainings; and
- Involve local education systems to facilitate positive outcomes.
- Impact the system with a positive focus on high-risk transitional youth.

- 6.8.5.2.5 *Comprehensive Service Evaluations.* Describe how your agency will:
- Utilize its' experience to create and deliver CSE's; and
- 6.8.5.2.6 *Crisis/Emergency Assessment and Intervention.* Describe how your agency will:
- Provide emergency assistance during times of difficulty;
  - Obtain an understanding of existing emergency services within the region;
  - Respond to crisis calls and emergent situations in a timely fashion (i.e., within two hours or less); and
  - Accommodate a crisis/need for crisis admission when resource centers are at capacity.
- 6.8.5.2.7 *Therapeutic Coaching.* Describe how your agency will provide therapeutic coaching, giving consideration to the following:
- Availability throughout the region; and
  - Provision of in-home support services for up to 72 hours per emergency intervention period;
- 6.8.5.2.8 *Resource Center Services.* Describe how your agency will:
- Collaborate with the OPWDD Regional Office CSIDD Liaison to determine clinical appropriateness for eligible potential guests for resource center stay;
  - Provide transportation for guests as needed;
  - Meet all elements in Resource Center protocol
- 6.8.5.2.9 *Advisory Council.* Describe how your agency will:
- Create the Advisory Council; and
  - Utilize the recommendations provided by the Advisory Council.
- 6.8.5.2.10 *Data Collection and Reporting.* Provide descriptions of the following:
- Your agency's experience with large scale data collection and reporting;
  - Your agency's experience with data driven approaches to service delivery; and
  - Your agency's interest and experience in using data from research to inform programmatic decision making.
  - Describe how your agency will utilize the Monthly Tracker for all referrals received, authorized or not, and will plan to submit the monthly tracker to the DDRO as required by OPWDD.
- 6.8.5.2.11 *Interdisciplinary Professional Learning Communities (PLCs).*
- Describe existing mechanism that will assist your agency in developing a PLC that will link together existing supports in throughout the region;
  - Describe how your agency will expand your network of existing supports; and
  - Describe the technological supports your agency has that will foster access to trainings and consultation opportunities offered through the PLC.
  - Description of how cultural competencies will be developed and maintained.
- 6.8.5.2.12 *Internal Quality Assurance\_*

- Describe your agency’s plan to adhere to policies and protocols that meet fidelity to the START Model; and
- Describe your agency’s strategy to perform regular CSIDD quality assurance reviews to ensure that services offered are based on clinical need, supported by members of the team, and rendered in a timely manner.
- Describe how CSIDD service delivery will continue without compromising the quality and continuity of care currently being provided by the existing Region 3 team as caseloads are transitioned to the new team.

6.8.6 Technology. Provide a description of how your agency will utilize technology for office-based, field-based, and site-based communication, documentation, data collection, and data entry in adherence to START program fidelity requirements. Make note of your agency’s ability to comply with each of the Technology Requirements for START Projects, as outlined in Exhibit VI: Technology Requirements for START Projects. Also describe how your agency will comply with HIPAA and HITECH requirements.

6.8.7 Development Plan for Services. Using the Work Plan template within Grants Gateway, **Grant Opportunity: “REPOSTING: Crisis Services for Individuals with Intellectual and/or Developmental Disabilities (CSIDD) and Resource Center REGION 3 IMPLEMENTATION** provide the estimated timeframes required for full implementation of the Region 3 CSIDD program as described in this RFA. Include specific time estimates for each item identified in the Description of Services, Section 6.8.5 of this RFA.

6.8.8 Resource Center.

6.8.8.1 Property Use

6.8.8.1.1 Describe in detail key features the available property has and how it fits with the Exhibit V: Best Practice Guidelines for Resource Centers;

6.8.8.1.2 Identify the property by physical address;

6.8.8.2 Property Renovation

Applicants should include Resource Center related costs in the Technical Proposal, for informational purposes only:

Describe, in detail, any renovations that would be necessary to bring the identified property into compliance. Although the contract resulting from this RFA will not include cost for renovation, the Technical Proposal should describe and include an estimate of the time and costs associated with proposed renovations and should include information pertaining to how the anticipated scope of work and cost estimates were developed, as well as by whom.

6.8.9 Diversity Practices.

Diversity practices are the efforts of contractors to include New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in

meaningful, capacity-building collaborations with MWBEs. OPWDD has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of applicants to this procurement is practical, feasible, and appropriate. Accordingly, applicants are required to respond to the eight (8) questions, included in the **Grant Opportunity: "REPOSTING: Crisis Services for Individuals with Intellectual and/or Developmental Disabilities (CSIDD) and Resource Center REGION 3 IMPLEMENTATION"** in the Pre-Submission Uploads tab. Applicants must upload the completed Diversity Questionnaire to the Pre-Submission Uploads tab.

## 6.9 Cost Proposal.

6.9.1 Applicants must complete the Cost Proposal located in the Pre-Submission Uploads tab in Grant Opportunity: REPOSTING: Crisis Services for Individuals with Intellectual and/or Developmental Disabilities (CSIDD) and Resource Center REGION 3 IMPLEMENTATION, in Grants Gateway.

**PLEASE NOTE: Applicants must enter "\$1" in the Other Expenditure Line of the Budget Properties tab in the Grants Gateway Application. Contract Total must not be entered.**

6.9.1.1 The Cost Proposal Form contains an Expenditure Based Budget that must reflect the total estimated budget for each of the three (3) years of the contract.

6.9.1.2 Along with completion and submission of the Cost Proposal Form, a Funding Request Summary is required for each year, that demonstrates an understanding of annual expenditure requirements for clinical team, Start-Up and Non-Personal Costs. Applicant's may present this Summary in a narrative format of their preference.

- The Funding Request Summary must show Medicaid Reimbursement amounts, which must be reflected on the "Medicaid Reimbursement" line provided on the last line of the Expenditure Budget SUMMARY page for each year of the Cost Proposal.
- A line for the negative amount is included as part of the template for each of the three years, to ensure this is provided.

6.9.1.3 OPWDD's review will include an assessment of the cost categories for reasonableness and appropriateness. Applicants should be as specific as possible when describing the anticipated costs associated with each operational element of their budget and how each line item will be phased in or required as start up.

6.9.1.4 Applicants must upload the completed Cost Proposal and Funding Request Summary to the Pre-Submission Uploads tab of the Grant Opportunity in the sections labeled "Cost Proposal" and "Funding Request Summary".

6.9.2 Each Annual Expenditure Based Budget must include operational costs for the Resource Center program during years it is expected to be staffed and operational (see yearly description below). This budget must include staffing costs and the following non-personnel costs: Food, household products, OTC medications, vehicles and repairs, utilities (heat, electricity, water and sewer) and activities (outings and supplies). The budget should not include costs of real estate acquisition, renovation, construction, alteration or renewal; lease costs; property maintenance (including lawn maintenance, snow plowing, repairs) nor sprinkler and fire

alarms.

6.9.3 Cost Proposal amounts must be based on an annualized basis and must include the funding for the following CSIDD services:

**Year 1:** The funding for the first year must be calculated based on how the CSIDD team will be built up over the first year. Initially, key members of the clinical team will be required to be hired and additional members on-boarded as referrals increase. It is anticipated that by the end of Year 1, 100% of total Clinical team has been hired, and 50% of the Resource Center Staffing has been hired. The total amount for Year 1 must also include estimated Non-Personal Costs. It is expected that the Region 3 CSIDD team will work in collaboration with NYS and UNH to achieve a timely and successful transition of all individuals actively receiving CSIDD and have a minimum of 240 active CSIDD cases by the end of their first contract year, while providing therapeutic coaching as necessary. Any other necessary, eligible start-up costs should be included in the cost proposal amounts by year and identified as such.

**Year 2:** The funding for year two must be calculated and based on the anticipated cost for 100% staffing of the CSIDD Clinical Team and 100% of the Resource Center staffing. The year two cost proposal must include the estimated Non-Personal Costs. It is expected that the Region 3 CSIDD team will have maintain a minimum of 240 active CSIDD cases, provide therapeutic coaching as necessary, and maintain a minimum of 50% Resource Center Utilization by the end of year two. Any other necessary, eligible start-up costs should be included in the cost proposal amounts by year and identified as such.

**Year 3:** Funding for year three must be calculated and based on the inclusion of the anticipated costs for fully operational CSIDD Clinical teams and the Resource Center and must include the estimated Non-Personal Costs. It is expected that the Region 3 CSIDD team will maintain a minimum of 240 active CSIDD cases, provide therapeutic coaching as necessary, and maintain a minimum of 95% Resource Center Utilization throughout year three. Any other necessary, eligible start-up costs should be included in the cost proposal amounts by year and identified as such.

6.9.4 Applicants will not be allocated separate compensation for travel expenses, including transportation, meal and lodging costs, if any, under the contract. Such costs should be factored into the rates entered on the non-personal and personnel budgets.

6.9.5 OPWDD will not be responsible for expenses incurred in preparing and submitting the application. Such costs must not be included in the Cost Proposal.

6.9.6 The Total Contract Amount will be based on the Total Expenses for each of the three years of the contract term, minus the Medicaid Reimbursement amount for each year. This will be reflected on the last page of the Cost Proposal.

## **7. EVALUATION OF APPLICATIONS**

7.1 General

7.1.1 An Evaluation Team comprised of OPWDD staff from the Program Implementation & Service Access, as well as other relevant units, will conduct an initial review of the applications to determine whether the Minimum Qualifications for Selection set forth in Section 1.4 of this

- RFA have been met. Applications not meeting the Minimum Qualifications will be disqualified and only applications meeting the Minimum Qualifications will be scored.
- 7.1.2 Applications will also be reviewed by OPWDD to determine if they contain all of the submittals specified in this RFA. Applications that are incomplete in any material respect may be disqualified as non-responsive.
- 7.1.2.1 The selection process may also include OPWDD's verification of information provided as well as interviews, if deemed necessary or desirable by OPWDD.
- 7.1.3 The applications will be evaluated for the purposes of (1) examining the responses for compliance with this RFA and (2) selecting the applicant whose combination of technical merit and cost would most benefit OPWDD. The evaluation process will be conducted in a fair and impartial manner by a multidisciplinary Evaluation Team comprised of OPWDD staff. Representatives of the University of New Hampshire START Program may provide technical assistance to the Evaluation Team.
- 7.1.4 During the evaluation process, the content of the applications will be held in confidence and will not be revealed except as may be required under the Freedom of Information Law (FOIL) or as otherwise required by law. FOIL provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. If the application contains any such trade secret or other confidential or proprietary information, it must be accompanied by a written request to OPWDD in the application not to disclose such information, stating with particularity the reasons why the information should not be available for disclosure. OPWDD reserves the right to determine upon written notice to the applicant whether such information qualifies for the exemption from disclosure under the law.
- 7.2 Format and Content Evaluation (Pass, Fail)**
- 7.2.1 Applications will be examined to determine compliance with the requirements of this RFA. Failure to meet any format or content requirement specified in this RFA may result in an Applicant's removal from further consideration. Applicants will be given an opportunity to correct any error of a procedural non-substantive nature which have not in the judgment of OPWDD given them a competitive advantage.
- 7.2.2 The criteria against which each application will be evaluated are described below. The maximum number of points that will be given to each criterion in scoring the application is identified in parentheses. The Cover Letter should follow the prescribed format of Section 6.7 of this RFA. An application that does not follow the prescribed format or is incomplete in any material respect, or Applicants that are unable to satisfy the Cover Letter requirements may be eliminated from consideration. All responses to the RFA will be subject to verification for accuracy.
- 7.3 Technical Proposal Evaluation (80 points)**
- Applicants may achieve a maximum of 80 points for the Technical Proposal component of their application. The Technical Proposal evaluation criteria as set forth in Section 6 of this RFA, Instructions for Preparing the Application. The number of points that may be earned for each of the 9 scoring criteria are:

- Item #1 Philosophy and Mission (4 Points)
- Item #2 Vision and Goal (4 Points)
- Item #3 Proposed Staff (6 Points)
- Item #4 Experience (6 Points)
- Item #5 Description of Services (40 Points)
- Item #6 Technology (4 Points)
- Item #7 Development Plan for Services (6 Points)
- Item #8 Property for Resource Center Use (6 Points)
- Item #9 Diversity Practices (4 Points)

#### **7.4 Cost Proposal Evaluation (20)**

**PLEASE NOTE: Applicants must enter "\$1" in the Other Expenditure Line of the Budget Properties tab in the Grants Gateway Application. Contract Total must not be entered.**

7.4.1 Applicants may achieve a maximum of 20 points for the Cost Proposal component of the application. The Cost Proposal evaluation criteria will be determined using the following scoring criteria:

7.4.1.1 **Lowest Cost**

Lowest Cost will not be the only criteria considered in the Cost Proposal Evaluation.

7.4.1.2 Understanding of annual expenditure requirements for clinical team, Start-Up and Non-Personal Costs.

7.4.1.3 The applicant utilized correct and reasonable NPS/Admin fees.

7.4.1.4 The applicant's budget reflected an adherence to a phased in staffing pattern.

7.4.1.5 A Funding Request Summary must be provided for each year, showing Medicaid Reimbursement amounts, which must be reflected on the Expenditure Based Budget line labeled "Medicaid Reimbursement".

7.4.1.6 Applicants must be as specific as possible when describing the anticipated costs associated with each operational element of their budget and how each line item will be phased in or required as start up.

7.4.1.7 Applicants are required to complete the Cost Proposal Form provided in the Pre-Submission Upload Properties tab of the Grant Opportunity titled REPOSTING: Crisis Services for Individuals with Intellectual and/or Developmental Disabilities (CSIDD) and Resource Center REGION 3 IMPLEMENTATION located in Grants Gateway.

#### **7.5 Final Composite Score**

7.5.1 The maximum total score for this RFA is 100 points if an applicant receives full points for each component: Technical and Cost as outlined in sections 7.3 and 7.4 of this RFA.

- 7.5.2 The Final Composite Score will consist of the Technical Score plus the Cost Score.
- 7.5.3 In the event of a tie, the determining factors for award, in descending order, will be:
- (1) highest score for Technical Evaluation Item #5 Description of Services (section 6.8.5 of this RFA;
  - (2) lowest cost;
  - (3) proposed percentage of MWBE participation.

When these factors are found to be substantially equivalent, OPWDD will select the winning Offerer at its sole discretion.

## 7.6 Notification of Award

Upon completion of the evaluation process outlined in this Section 7, the Evaluation Team will make a recommendation to the Commissioner of OPWDD for award. The successful applicant will be notified through a tentative award letter issued by OPWDD on the Anticipated Notification of Tentative Award date in Key Events and Dates, Section 1.2 of this RFA.

## 8. Procurement and Contracting Provisions

The following administrative considerations apply to this RFA and the contract to be entered into with the successful applicant:

### 8.1 Contract

- 8.1.1 Unless modified as provided herein, this contract shall begin on January 1, 2023 and end on December 31, 2025.
- 8.1.2 The successful applicant will be required to sign and comply with the terms and conditions delineated within the State of New York Master Contract for Grants, Attachment A-1 located in Forms Menu/Contract Document Properties of Grants Gateway and attached to this RFA.
- 8.1.3 Following completion of the contract documents and required support by the applicant and OPWDD, the contract will be submitted for approval to the New York State Office of the Attorney General and the New York State Office of the State Comptroller for final State approval.
- 8.1.4 Validity of contracts resulting from this RFA are pending approval of the New York State Office of the State Comptroller (OSC). The contract will not be final and binding until approved by the Attorney General and State Comptroller. Upon these approvals, all terms of the contract become available to the public.
- 8.1.5 Contract Termination
- 8.1.5.1 The OPWDD retains the right to cancel the contract resulting from this RFA without reason, provided that the Contractor is given at least thirty (30) days' notice of OPWDD's intent to cancel. This provision should not be understood as waiving the OPWDD's right to terminate the contract for cause or stop work immediately for unsatisfactory work but is supplementary to that provision.
- 8.1.5.2 The OPWDD reserves the right to stop the work covered by this RFA and the ensuing contracts at any time that it is deemed the successful applicant is unable or incapable of performing the work to OPWDD's satisfaction. In the event of such stopping, the OPWDD shall have the right

to arrange for the completion of the work in such a manner as it may deem advisable and if the cost thereof exceeds the amount of the offer, the successful applicant and its surety shall be liable to the State of New York for any such cost on account thereof. In the event that the OPWDD stops the work as provided thereof, together with the reason thereof, and the Contractor shall have ten (10) working days to respond thereto before any such stop order shall become effective.

#### 8.1.6 Contract Amendment Process

8.1.7 During the term of the contracts, the contracts may be amended as new laws or regulatory mandates are issued affecting the services and provisions under the Contract resulting from this RFA. OPWDD reserves the right to consider amendments which are not specifically covered by the terms of the contracts but are judged to be in the best interest of the OPWDD.

8.1.8 Contract amendments are subject to pre-audit by the OSC and shall take effect upon written notification by OPWDD.

### 8.2 Compliance with HIPAA

(Health Insurance Portability and Accountability Act of 1996) and HI-Tech (Health Information Technology for Economic and Clinical Health Act of 2009)

#### 8.2.1 Health Information Portability and Accountability Act (HIPAA)/ Mental Hygiene Law Section 33.13

Health Information Portability and Accountability Act (HIPAA) Standards for Privacy of Individually Identifiable Health Information (The Privacy Rule) was established by the Federal Department of Health and Human Services (HHS). The Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164) provides comprehensive federal protection for the privacy of health information. The Privacy Rule is carefully balanced to provide strong privacy protections that do not interfere with patient access to, or the quality of, health care delivery. HIPAA has an impact upon how OPWDD and contractors will deal with protected health information of our individuals with intellectual/developmental disabilities. New York State Mental Hygiene Law Section 33.13 also requires disclosure of clinical records to be limited to that information necessary in light of the reason for disclosure.

#### 8.2.2 Compliance

To the extent Contractor or its Subcontractor(s) create, receive, maintain, or transmit protected health information on behalf of the State pursuant to their responsibilities under this Contract, Contractor and such Subcontractors must comply with HIPAA and HI-TECH, and execute the HIPAA and HI-TECH Compliance Certification Form provided by the OPWDD. The successful Applicant must agree to Exhibit II, OPWDD HIPAA Business Association Agreement. The successful Applicant must notify OPWDD and ITS within two hours of any suspected breach of security involving an individual's personal or health information.

### 8.3 Public Officers' Law

New York State Public Officers Law Section 73 (8) bars former state officers and employees from appearing or practicing or rendering any services for compensation in relation to any matter before their former state agency for a period of two years from the date of their termination. Additionally, there is a permanent bar against any such activity before any state

agency in relation to any case, application, proceeding or transaction with which such officer or employee was directly concerned and personally participated or which was under his or her active consideration.

#### **8.4 Restriction on Contact with OPWDD Employees**

This solicitation includes and imposes certain restrictions on communications between OPWDD and bidders during the procurement process. From the date of issuance of this RFA until contracts are awarded and approved by the NYS OSC (the “restricted period”), applicants and prospective applicants are restricted from making ANY contact, as defined in State Finance Law §139-j (1) (c), relating to this procurement other than written contact (e-mail) with the OPWDD Designated Contact as specified in Section 1.1.2 of this RFA, unless it is a contact that is included among certain exceptions set forth in State Finance Law §139-j (3) (a).

##### **8.4.1 Security of Application**

8.4.1.1 Prior to contract award, the content of each application will be held in confidence and no details of any application will be divulged to any other applicant. Information communicated to OPWDD by applicants prior to completion of contract award and any other required New York State contract approvals shall be maintained as confidential, except as required by Federal or State law, including but not limited to the Freedom of Information Law. Notwithstanding the foregoing, OPWDD may disclose an application to any person for the purpose of assisting in evaluating the application or for any other lawful purpose.

8.4.1.2 Following final contract approval by all required state agencies, disclosure of the contents of all applications and pre-award communications shall be available to the public to the extent required by Federal or State law, including but not limited to the Freedom of Information Law.

8.4.1.3 All applications, the contract, and related documentation will become OPWDD records, which, in accordance with the Freedom of Information Law, will be available to the public after the contract award. Any portion of the application that an applicant believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law, must be clearly and specifically designated in the application. If OPWDD agrees with the proprietary claim, the designated portion of the application will be withheld from public disclosure unless legally required to be released. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material will be deemed a waiver of any right to confidential handling of such material.

#### **8.5 Confidentiality of Information**

The successful applicant shall treat all information, in particular information relating to OPWDD service recipients and providers, obtained by it through its performance under contract, as confidential information, to the extent that confidential treatment is provided under New York State and Federal law, and shall not use any information so obtained in any manner except as necessary to the proper discharge of its obligations under the contract. The successful applicant is responsible for informing its employees of the confidentiality requirements of this agreement.

#### **8.6 Publication Rights**

Materials/documents produced by the successful applicant in the fulfillment of its obligations under contract with the OPWDD become the property of OPWDD unless prior arrangements have been made with respect to specific documents. The successful applicant may not utilize any information obtained via interaction with OPWDD in any public medium (media - radio,

television), (electronic - internet), (print - newspaper, policy paper, journal/periodical, book, etc.) or public speaking engagement without the official prior approval of OPWDD Senior Management. The successful applicant bears the responsibility to uphold these standards rigidly and to require compliance by their employees and subcontractors. Requests for exemption to this policy shall be made in writing, at least 14 days in advance, to:

Connie Blais  
Contract Management Unit Office for People With Developmental Disabilities  
44 Holland Avenue, 5th Floor  
Albany, NY 12229  
Email: [OPWDDGrants@opwdd.ny.gov](mailto:OPWDDGrants@opwdd.ny.gov)

## **8.7 Insurance Requirements**

8.7.1 The successful applicant shall agree to procure and keep in force during the entire term of this agreement, at its sole cost and expense, policies of insurance written with companies acceptable to the OPWDD in the following minimum amounts:

8.7.1.1 Premises Bodily Injury & Property Damage Liability Insurance: Limits of not less than \$1,000,000 each person, \$1,000,000 each accident or occurrence for bodily injury liability and \$300,000 each accident or occurrence for property damage liability.

8.7.1.2 Automobile Bodily Injury & Property Damage Liability Insurance with minimum limits of \$1,000,000 for injury to or death of any person, \$1,000,000 for each accident or occurrence for property damage liability.

8.7.2 Certificates of insurance naming the State of New York and OPWDD as additional insured shall be submitted with signed contracts. Each policy shall be issued by an insurance company or insurance companies rated B+ or better by A.M. Best & Co. and shall provide that no policy cancellation, non-renewal or material modification shall be effective except upon thirty (30) days prior written notice to OPWDD. OPWDD shall each be furnished a Certificate of Insurance prior to or simultaneously with execution of the contract and the Certificate of Insurance shall constitute a warranty by the successful applicant that the insurance required by this Section is in effect.

8.7.3 Workers' Compensation and Disability Benefits Insurance Coverage Requirements

Successful applicants shall provide OPWDD proof of coverage from Workers' Compensation Insurance and/or Disability Benefits covering the obligations of the applicant in accordance with Workers' Compensation Law. If successful applicants are exempt from requirements otherwise requiring one or both of these insurances, proof of such will be required in a form acceptable to OPWDD with the signed contract.

## **8.8 Additional General Duties and Responsibilities**

The successful applicant must also:

8.8.1 Maintain a level of liaison and cooperation with the OPWDD necessary for the proper performance of all contractual responsibilities.

8.8.2 Agree that no aspect of its performance under the contract to be entered into as a result of

this RFA will be contingent upon State personnel, or the availability of State resources, with the exception of all proposed actions of the successful applicant specifically identified in the contract as requiring OPWDD's approval, policy decisions, policy approvals, exceptions stated in the contract to be entered into can be expected in such a contractual relationship or the equipment agreed to by the OPWDD as available for the project completion, if any.

8.8.3 Meet with OPWDD or UNH/CSS representatives to resolve issues and problems as reasonably requested by OWPDD.

#### 8.9 **Information Security Breach and Notification Act**

The New York State, "Information Security Breach and Notification Act" also known as the "Internet Security and Privacy Act" took effect December 9, 2005. The Legislature and Governor have enacted the Law in response to past and continuing identity theft and security breaches affecting thousands of people. The Law requires any person or business that conducts business in New York State and that owns or licenses computerized data that includes private information (including but not necessarily limited to social security numbers, credit and debit card numbers, driver's license numbers, etc.) must disclose any breach of that private information to all individuals affected or potentially affected in an expeditious manner. Contractors shall comply with the provisions of the New York State Information Breach and Notification Act. Contractors shall be liable for the costs associated with such breach if caused by the Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the applicant's agents, officers, employees or subcontractors. You may view a copy of the Law at <http://public.leginfo.state.ny.us/navigate.cgi> by searching for "INTERNET SECURITY AND PRIVACY." The law is found at Article 2 of the State Technology Law and at Article 39-F of the General Business Law.

#### 8.10 **Work Outside Contract**

Any and all work performed outside the scope of the grant contract awarded pursuant to the RFA, with or without consent of OPWDD, shall be deemed by OPWDD to be gratuitous and not subject to charge by the Contractor.

#### 8.11 **Limits on Administrative Expenses and Executive Compensation**

If the successful applicant is a "covered provider" within the meaning of 14 NYCRR § 645.1(d) at any time during the term of the contract to be awarded pursuant to this RFA, then during the period when such applicant is such a "covered provider":

8.11.1 The applicant will be required to comply with the requirements set forth in 14 NYCRR Part 645, and any amendments to such Part 645 that are effective during the term of the contract;

8.11.2 The applicant's failure to comply with any applicable requirement of 14 NYCRR Part 645, including but not limited to the restrictions on allowable administrative expenses, the limits on executive compensation, and the reporting requirements, may be deemed a material breach of the contract and constitute a sufficient basis for, in the discretion of OPWDD, termination for cause, suspension for cause, or the reduction of funding provided pursuant to the contract; and

8.11.3 The applicant will be required to include the following provision in any agreement with a subcontractor or agent to provide services under the contract:

[Name of subcontractor/agent] acknowledges that it is receiving "State funds" or "State-

authorized payments” originating with or passed through the New York State Office for People with Developmental Disabilities in order to provide program or administrative services on behalf of [Name of CONTRACTOR]. If at any time during the life of this Agreement [Name of subcontractor/agency] is a “covered provider” within the meaning of Section 645.1(d) of OPWDD regulations, [Name of subcontractor/agent] shall comply with the terms of 14 NYCRR Part 645, and any amendments to such Part 645 that are effective during the term of the contract. A failure to comply with 14 NYCRR Part 645, where applicable, may be deemed a material breach of this Agreement constituting a sufficient basis for suspension or termination for cause. The terms of 14 NYCRR Part 645, as amended, are incorporated herein by reference.

## **8.12 MWBE/EEO/SDVOB Requirements and Procedures**

Contractor Requirements and Procedures for Participation by New York State-Certified Minority and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women and Service-Disabled Veteran-Owned Business Enterprises

### **8.12.1 Business Participation Opportunities for MWBEs**

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

8.12.1.2 The Office for People With Developmental Disabilities (OPWDD) has an overall goal of 30 percent for MWBE participation, 17 percent for New York State-certified Minority-owned Business Enterprise (“MBE”) participation and 13 percent for New York State-certified Women-owned Business Enterprise (“WBE”) participation (based on the current availability of MBEs and WBEs). A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this solicitation, the respondent agrees that OPWDD may withhold payment pursuant to any Contract awarded as a result of this solicitation pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how OPWDD will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

8.12.1.3 The respondent understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE]. [FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract]

8.12.1.3.1 In accordance with 5 NYCRR § 142.13, the respondent further acknowledges that if it is found

- to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this solicitation, such finding constitutes a breach of contract and OPWDD may withhold payment as liquidated damages.
- 8.12.1.3.2 Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- 8.12.1.4 By submitting a bid or proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting the MWBE Compliance Unit at [OPWDD.SM.Minority.women.business.enterprise@opwdd.ny.gov](mailto:OPWDD.SM.Minority.women.business.enterprise@opwdd.ny.gov).
- 8.12.1.5 Additionally, a respondent will be required to submit the following documents and information as evidence of compliance with the foregoing:
- 8.12.1.5.1 An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OPWDD for review and approval.
- 8.12.1.5.2 OPWDD will review the submitted MWBE Utilization Plan and advise the respondent of OPWDD acceptance or issue a notice of deficiency within 30 days of receipt.
- 8.12.1.5.3 If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the [OPWDD.SM.Minority.women.business.enterprise@opwdd.ny.gov](mailto:OPWDD.SM.Minority.women.business.enterprise@opwdd.ny.gov), a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OPWDD to be inadequate, OPWDD shall notify the respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- 8.12.1.6 OPWDD may disqualify a respondent as being non-responsive under the following circumstances:
- 8.12.1.6.1 If a respondent fails to submit an MWBE Utilization Plan;
- 8.12.1.6.2 If a respondent fails to submit a written remedy to a notice of deficiency;
- 8.12.1.6.3 If a respondent fails to submit a request for waiver; or
- 8.12.1.6.4 If OPWDD determines that the respondent has failed to document good faith efforts.
- 8.12.1.7 The successful respondent will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to OPWDD, but must be made no later than prior to the submission of a request for final payment on the Contract.

8.12.1.8 The successful respondent will be required to submit a quarterly M/WBE Contractor Compliance & Payment Report to OPWDD, 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.

## 8.12.2 Equal Employment Opportunity Requirements

8.12.2.1 By submission of a bid or proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of [Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women OR Authority equivalent to Appendix A]. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the respondent, 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.

8.12.2.2 The respondent will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement, Form # 4, to OPWDD with its bid or proposal.

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

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

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

## 8.12.3 Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

8.12.3.1 Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified New York State Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. The New York State Office for People with Developmental Disabilities ("OPWDD") recognizes the need to promote the employment of service-disabled veterans and to ensure that certified

service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OPWDD contracts.

8.12.3.2 In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOB's in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

8.12.3.3 The requirements under this program as they pertain to this RFA are detailed in Attachment A-1 part D, along with the "Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance" Form, which Offerers must submit with their Cover Letter as required in Section 6.7.2.3 of this RFA. The SDVOB goal established under this RFA is 0 percent (0%).

### **8.13 Subcontracting**

The application must indicate if any part of the applicant's program will be provided by a subcontractor (including an organization or an individual who is an independent contractor). To the extent subcontractors have been identified, please name the individual or organization that would be the subcontractor, describe the qualifications and scope of services to be provided by the contractor, and provide a statement of the percentage of the work to be performed by each subcontractor. Subcontractors must also meet the Minimum Qualifications for Selection set forth in Section 1.4 and 1.5 of this RFA.

### **8.14 OPWDD's Rights as to All Applications**

OPWDD reserves all rights with respect to applications, including, but not limited to:

8.14.1 Cancel this RFA, in whole or in part, and reject any and all applications received in response to this RFA or choose to make no award;

8.14.2 Change any of the scheduled dates as provided in Section 1.2 of this RFA, Key Events and Dates;

8.14.3 Modify the RFA;

8.14.4 Prior to the Application Due Date, direct applicants to submit application modifications addressing subsequent RFA amendments;

8.14.5 Prior to the Application Due Date, amend the RFA to correct errors or oversights, or to supply additional information, as it becomes available;

8.14.6 Seek clarifications and revision of applications;

8.14.7 Withdraw the RFA at any time in OPWDD's sole discretion;

8.14.8 Disqualify any applicant whose conduct and/or application fails to conform to the requirements of this RFA;

8.14.9 Make an award under the RFA, in whole or in part;

8.14.10 Eliminate any mandatory, non-material RFA requirements that cannot be complied with by all the prospective applicants;

8.14.11 Waive any requirements that are not material;

8.14.12 Waive minor irregularities and/or omissions in bids, if in the best interest of the OPWDD;

8.14.13 Waive any immaterial deviation or defect in a proposal. A waiver of immaterial deviation or

- defect shall in no way modify the RFA documents or excuse an Applicant from full compliance with the RFA requirements;
- 8.14.14 Rescind a contract award and begin negotiations with the next highest-scoring Applicant if a signed contract substantially in accordance with Exhibit I (Boilerplate Contract) is not executed within 30 days of Notification of Award
  - 8.14.15 Require an Applicant to clarify its Application to assure a full understanding of its Application and to request revisions to all Applications from vendors susceptible of award of the contract. Any request for clarification or revision is solely at the discretion of the OPWDD;
  - 8.14.16 Correct any arithmetical errors or other apparent errors in any Application and, in the event that the fees or costs in two or more Applications are not comparable, to make appropriate adjustments to render the fees and costs comparable;
  - 8.14.17 Require an Applicant to demonstrate, to the satisfaction of the OPWDD, any information presented as a part of its Application;
  - 8.14.18 Negotiate with the successful Applicant within the scope of the RFA in the best interests of the OPWDD;
  - 8.14.19 Proceed to the next highest-scoring Applicant in the event that an Applicant who had achieved best value prior to contract award cannot satisfy the requirements as stated in this RFA;
  - 8.14.20 If a contract is terminated within 12 months of making award, the OPWDD reserves the right, with the approval of the New York State Attorney General and the Office of the State Comptroller, to award a contract to the next highest ranked Applicant;
  - 8.14.21 In its sole discretion, reject illegible, incomplete, or vague bids;
  - 8.14.22 Re-solicit offers from the vendor community by re-publishing and re-advertising this RFA at any time; and
  - 8.14.23 The OPWDD shall have unlimited rights to disclose or duplicate, for any purpose whatsoever, all information or other work product developed, derived, documented or furnished by the Applicant under any Agreement resulting from this RFA.
  - 8.14.24 Reject any or all applications received in response to this RFA;
  - 8.14.25 Negotiate with the successful applicant within the scope of the RFA in the best interests of the State;
  - 8.14.26 Utilize any and all ideas submitted in the applications received;
  - 8.14.27 Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 180 days from the Application Due Date;
  - 8.14.28 Use application information obtained through site visits, management interviews, and the OPWDD's investigation of an Applicant's qualifications, experience, ability, or financial standing, and any material or information submitted by the Applicant in response to the OPWDD's request for clarifying information in the course of evaluation and/or selection under the RFA;
  - 8.14.29 Prior to review of the application, amend the RFA specifications to correct errors or oversights, or to change any of the scheduled dates, or to supply additional information, as it becomes available. Modifications to this RFA shall be made by issuance of amendments and/or addenda.

NOTE: Any such modification issued on or before the due date for applications shall go to all

entities that have requested a copy of this RFA and/or submitted a Mandatory Notice of Participation; after that date (or an amended date, as the case may be), notification will be only to Applicants who have submitted applications or notices of intent. The OPWDD's right to issue modifications of this RFA permits any addition or deletion of requirements as the OPWDD may deem appropriate.

- 8.14.30 Prior to the bid opening, direct Applicants to submit application modifications addressing subsequent RFA amendments;
- 8.14.31 Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an application and/or to determine an applicant's compliance with the requirements of the solicitation;
- 8.14.32 Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder; and
- 8.14.33 Verify information provided in applications; reject any application that contains false or misleading statements, or which provides references that do not support an attribute, condition, or qualification claimed by the applicant.

## **8.15 Debriefing**

Once an award has been made, applicants may request a debriefing of their application. Please note that debriefings will be limited solely to the strengths and weaknesses of the applicant's own application and will not include discussion of other Applicants' applications.

- 8.15.1 3SFL §163(9) (c) states, in part, "A state agency shall, upon request, provide a debriefing to any unsuccessful Applicant that responded to a request for proposal or an invitation for bids. A debriefing shall be requested by the unsuccessful Applicant within fifteen calendar days of release by the state agency of a notice in writing or electronically that the Applicant's offer is unsuccessful.
- 8.15.2 Requests for debriefing must be submitted to (preferably by email):  
Connie Blais  
Contract Management Unit Office for People With Developmental Disabilities  
44 Holland Avenue, 5th Floor  
Albany, NY 12229  
Email: [OPWDDGrants@opwdd.ny.gov](mailto:OPWDDGrants@opwdd.ny.gov)

## **8.16 The OPWDD Bid Protest Policy - Formal Written Protests**

- 8.16.1 Final agency decisions or recommendations for award generally may be reconsidered only in the context of a formal written protest as described below. Any Vendor or prospective Vendor who believes that there are errors or omissions in the procurement process, or who otherwise has been aggrieved in the drafting or issuance of a bid solicitation, proposal evaluation, bid award, or contract award phases of the procurement, may present a formal complaint to the OPWDD and request administrative relief concerning such action ("formal protest").
- 8.16.2 A formal protest must be submitted in writing to the OPWDD, at [Dorothy.V.Lechmanski@opwdd.ny.gov](mailto:Dorothy.V.Lechmanski@opwdd.ny.gov). A formal protest must identify the name of the RFA and the award date, and include a statement of all legal and/or factual grounds for

- disagreement with an OPWDD specification or purchasing decision, a description of all remedies or relief requested, and copies of all applicable supporting documentation.
- 8.16.3 Deadline for Submission of Formal Protests
- 8.16.3.1 The OPWDD must receive formal protests concerning errors, omissions, or prejudice, including patently obvious errors in the bid specifications or documents at least ten (10) calendar days before the date set in the solicitation for receipt of bids.
- 8.16.3.2 The OPWDD must receive formal protests concerning a pending contract award within seven (7) calendar days after the protesting party (“protestor”) knows or should have known of the facts that form the basis of the protest.
- 8.16.4 Review and Final Determination of Protests
- 8.16.4.1 Protests will be resolved through written correspondence. However, the protestor may request a meeting to discuss a formal protest, or the OPWDD may initiate a meeting on its own motion, at which time the participants may present their concerns. Either the protestor or the OPWDD may elect to decline such a meeting.
- 8.16.4.2 Where further formal resolution is required, the Commissioner or Associate Commissioner shall designate an OPWDD employee (“designee”) to determine and undertake the initial resolution or settlement of any protest.
- 8.16.4.3 The designee will conduct a review of the records involved in the protest and provide a memorandum to the Commissioner or Associate Commissioner summarizing the facts as determined by the designee, an analysis of the substance of the protest, and a preliminary recommendation. The Commissioner or Associate Commissioner shall: (i) evaluate the procurement team’s findings and recommendations, (ii) review the materials presented by the protesting party and/or any materials required of or submitted by other Vendors, (iii) if necessary, consult with agency Counsel, and (iv) prepare a response to the protest.
- 8.16.4.4 A copy of the protest decision, stating the reason(s) upon which it is based and informing the protestor of the right to appeal an unfavorable decision to the Office of the State Comptroller (OSC), shall be sent to the protestor or its agent within 45 calendar days of receipt of the protest, except that upon notice to the protestor, such period may be extended. The protest decision will be recorded and included in the procurement record, or otherwise forwarded to the OSC upon issuance.
- 8.16.5 Appeals
- 8.16.5.1 Upon receipt of the OPWDD’s determination of a protest, a protestor has ten (10) business days within which to file an appeal of the determination with the OSC Bureau of Contracts.
- 8.16.5.2 The appeal must be filed with the Bureau Director and emailed to [bidprotests@osc.ny.gov](mailto:bidprotests@osc.ny.gov) or sent via US Mail to Bureau of Contracts, New York State Office of the State Comptroller, 110 State St., 11th Floor, Albany, NY 12236. The protestor’s appeal must contain an affirmation, in writing, that a copy of the appeal has been served on OPWDD and any other party that participated in the protest. In its appeal, the interested party shall set forth the basis on which it challenges the contracting agency’s determination. The OSC Bureau of Contracts will conduct its determination of the appeal in accordance with its established policy.

**8.17 CERTIFICATION OF COMPLIANCE WITH STATE FINANCE LAW §139-I**

By submission of this RFA, each Applicant and each person signing on behalf of any Applicant certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the Applicant has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. Contractor certification of compliance with STF §139-I is included in ATTACHMENT TWO: COVER LETTER REQUIREMENTS of this RFA, Sexual Harassment Policy Certification, to include with their Cover Letter as outlined in Section 6.7 of this RFA.

**8.18 EXECUTIVE ORDER NO. 177 CERTIFICATION**

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

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

8.18.3 Generally, the Human Rights Law applies to:

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

8.18.4 In accordance with Executive Order (EO) No. 177, the Applicant must certify that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law. Executive Order 177 Certification is included in ATTACHMENT TWO: COVER LETTER REQUIREMENTS of this RFA and must be completed and included with their Cover Letter as outlined in Section 6.7 of this RFA.

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

**8.19 Conflicts of Interest**

8.19.1 The Applicant must complete and submit the Vendor Assurance of No Conflict of Interest or Detrimental Effect form provided in ATTACHMENT TWO: COVER LETTER REQUIREMENTS of this RFA, with their Cover Letter as outlined in Section 6.7 of this RFA and be signed by an

- authorized executive or legal representative, attesting that the Contractor's performance of the services does not and will not create a conflict of interest with, nor position the Contractor to breach any other contract currently in force with, the State of New York, and that the Contractor will not act in any manner that is detrimental to any State project on which the Contractor is rendering services.
- 8.19.2 The Contractor hereby reaffirms the attestations made in its application and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Contract. The Contractor shall have a duty to notify the OPWDD immediately of any actual or potential conflicts of interest.
- 8.19.3 In conjunction with any subcontract under this Contract, the Contractor shall obtain and deliver to the OPWDD, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the Subcontractor. The Contractor shall also require in any subcontracting agreement that the Subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the OPWDD a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its Subcontractors prior to entering into a subcontract.
- 8.19.4 The OPWDD and the Contractor recognize that conflicts may occur in the future because the Contractor may have existing, or establish new, relationships. The OPWDD will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgement of the OPWDD, a real or potential conflict of interest cannot be cured.
- 8.20 Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia**
- 8.20.1 Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found here: [No. 16: Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia | Governor Kathy Hochul \(ny.gov\)](#)
- 8.20.2 The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.
- 8.20.3 As defined in Executive Order No. 16, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.
- 8.20.4 Offerer must provide Certification Under Executive Order No. 16, included in ATTACHMENT TWO: COVER LETTER REQUIREMENTS of this RFP.

## **8.21 Waiver of Rights**

No terms or provision of this RFA or the resultant Contract, shall be deemed waived and no breach consented to, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by a party to, or waiver of, a breach under the resultant contract, shall not constitute or consent to, a waiver of, or excuse for any other, different or subsequent breach.

## **8.22 Prime Contractor Responsibilities**

8.22.1 In the event the selected Applicant's application includes the provision of goods for services by another firm or manufacturer, it shall be mandatory for the selected Applicant to assume full responsibility for the delivery, installation, maintenance, and support for such items described in the proposal. Should the selected Applicant seek external financing, the OPWDD reserves the right to approve the assignment of the contract for financing purposes. In any event, the OPWDD will contract only with the selected Applicant, not the Applicant's financing institution or subcontractors. The OPWDD shall consider the selected Applicant to be the sole contractor with regard to all provisions of the contract resulting from this RFA.

8.22.2 Prior written approval by the OPWDD shall be required for all subcontracts entered into by any Applicant selected under this RFA. Copies of subcontracts must be supplied to the OPWDD prior to their approval. Any subcontract related to performance of the contract resulting from this RFA shall be subject to the provisions of law set forth in Sections 220, 220-d, and 220-e of the Labor Law of the State of New York, Articles 15 of the Executive Law of the State of New York.

## **8.23 Public Information and Freedom of Information Law (FOIL)**

8.23.1 Disclosure of information related to this procurement and the resulting Contract shall be permitted, consistent with the laws of the State of New York and specifically FOIL. The OPWDD shall take reasonable steps to protect from public disclosure any records or portions thereof relating to this procurement that are exempt from disclosure under FOIL. Information constituting trade secrets or critical infrastructure information for purposes of FOIL must be clearly marked and identified as such by the Contractor upon submission, in accordance with the RFA provisions. If the Contractor intends to request an exemption from disclosure under FOIL for trade secret materials or critical infrastructure information, the Contractor shall, at the time of submission, request the exemption in writing and provide an explanation of: (i) why the disclosure of the identified information would cause substantial injury to the competitive position of the Contractor; or (ii) why the information constitutes critical infrastructure information which should be exempted from disclosure pursuant to §87(2) of FOIL. Acceptance of the identified information by the OPWDD does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by the OPWDD.

## **8.24 Legal Requests and Release of State Data to Third Parties Prohibited**

8.24.1 Except otherwise required by law, Contractor shall not disclose State data to a third party. Except where expressly prohibited by law, Contractor shall promptly notify the State of any subpoena, warrant, judicial, administrative, or arbitral order of an executive or administrative

agency or other governmental authority of competent jurisdiction (a “Demand”) that it receives and which relates to or requires production of the information or data Contractor is processing or storing on your behalf. If Contractor is required to produce information or data in response to a Demand, Contractor will provide the State with the information or data in its possession that it plans to produce in response to the Demand prior to production of such information or data. Except as otherwise required by law, Contractor shall provide the State reasonable time to assert its rights with respect to the withholding of such information or Data from production. If the State is required to produce information or data in response to a Demand, Contractor will, at the State’s request and unless expressly prohibited by law, produce to the State any information or data in its possession that may be responsive to the Demand and shall provide assistance as is reasonably required for the State to respond to the Demand in a timely manner. The State acknowledges that Contractor has no responsibility to interact directly with the entity making the Demand. The parties agree that the State’s execution of this agreement does not constitute consent to the release or production of State data or information.

## **8.25 Ethics Compliance**

8.25.1 Contractor, its officers, employees, agents, and subcontractors (if any) shall comply with the requirements of Public Officers Law §73 and §74, and other State codes, rules, and regulations establishing ethical standards for the conduct of business with New York State. Failure to comply with these provisions may result in termination of the Contract and/or other civil or criminal proceedings as required by law.

8.25.2 Contractors, consultants, vendors, and subcontractors may hire former State Agency employees. However, as a general rule, and in accordance with New York Public Officers Law, former employees of the State Agency may neither appear nor practice before the State Agency, nor receive compensation for services rendered on a matter before the State Agency, for a period of two years following their separation from State Agency service. In addition, former State Agency employees are subject to a “lifetime bar” from appearing before the State Agency or receiving compensation for services regarding any transaction in which they personally participated, or which was under their active consideration during their tenure with the State Agency.

8.25.3 The Contractor and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines, or policies promulgated or issued by the New York State Joint Commission on Public Ethics or its predecessors (collectively, the “Ethics Requirements”). The Contractor certifies that all of its employees, and those of its Subcontractors, who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State who will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable

laws and prohibitions. The State may request that the Contractor provide it whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any Subcontractor, if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract, at any time, if any work performed hereunder is in conflict with any of the Ethics Requirements.

#### **8.26 Most Favorable Terms and Best Pricing**

Contractor agrees that all fees, pricing, terms, and warranties provided by the Contractor under the Contract are substantially similar to the best equivalent terms being offered by the Contractor to any entity similarly situated to the State for substantially similar services or products. If during the term of the Contract, the Contractor enters into an arrangement with any similarly situated entity for substantially similar services or products, with better pricing or terms that are more favorable, Contractor hereby agrees to amend the Contract to provide the same to the State.

#### **8.27 Transfer of Contract**

The OPWDD may transfer/assign the Contract to another State Agency or entity, at its sole discretion, by informing Contractor in writing of such a transfer. Contractor shall execute any documents required to accomplish the transfer/assignments of the Contract. Contractor shall comply with any instructions from the OPWDD to accomplish the transfer/assignment of the Contract, at no additional cost to the State.

#### **8.28 Waiver**

No term or provision of the Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by a party to, or waiver of, a breach under the Contract shall constitute consent to, a waiver of, or excuse for any other, different, or subsequent breach. The rights, duties, and remedies set forth in the Contract shall be in addition to, and not in limitation of, rights and obligations otherwise available at law or equity.

#### **8.29 Accessibility**

Any web-based information and applications development, or programming delivered pursuant to the Contract, will comply with New York State Enterprise IT Policy NYS-P08-005m 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 Contractor, and the results of such testing must be satisfactory to the OPWDD before web-based information and applications will be considered a qualified deliverable under the Contract or Procurement.

**8.30 Compliance with NYS Information Security Policies and Standards**

8.30.1 Contract shall comply fully with the requirements of the Information Security Breach and Notification Act, and all security procedures and policies of the State including, but not limited to, the following:

- Acceptable Use of Information Technology Resources Policy
- Information Security Policy
- Security Logging Standard
- Information Security Risk Management Standard
- Information Security Controls Standard
- Sanitization/Secure Disposal Standard
- Mobile Device Security Standard
- Remote Access Standard
- Secure System Development Life Cycle Standard
- Secure Configuration Standard
- Secure Coding Standard

8.30.2 ITS Security Policies and Standards may be found at:

<http://www.its.ny.gov/tables/technologypolicyindex.htm/security>

**8.31 Right to Inspect**

The State, or contracted entities working on behalf of the state, has the right to review Contractor's procedures, practices, and controls related to the security of State data and information assets. Upon request, Contractor will, immediately or no later than five business days after the request, make available for review policies, procedures, practices, and documentation related to the protection of State data and information assets, including but not limited to that related to information security governance, network security, risk and compliance management policies and procedures, personnel security background screening/checks and vetting procedures, secure systems/software development protocols, change/release management, testing, quality assurance, vulnerability management, secure disposal/sanitization and documentation. Contractor may be asked to provide a recent independent audit report on security controls prior to formal awarding of any contract resulting from this RFA, or at any time during the Contract term. The State shall have the right to send its officers, employees, or contracted vendors working on behalf of the OPWDD to inspect Contractor's facilities and operations used to provide Contract services. On the basis of such inspection, the State may require Contractor to implement corrective measures where the Contractor is found to be noncompliant with Contract provisions.

**8.32 Severability**

In the event that one or more of the provisions of the Contract shall, for any reason, be declared unenforceable by a court of competent jurisdiction under the laws or regulations in

force, such provision(s) shall have no effect on the validity of the remainder of the Contract, which shall then be construed as if such unenforceable provision(s) was never contained in the Contract.

### 8.33 Contractor's Insurance Requirements

During the term of this Contract, the Contractor shall maintain in force, at its sole cost and expense, policies of insurance as required by this Section. All insurance required by this Section shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Section should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. The OPWDD, in its sole discretion, may accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Acceptance and/or approval by the OPWDD does not, and shall not, be construed to relieve the Contractor of any obligations, responsibilities, or liabilities under this Contract.

The Contractor shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages during the term of the Contract.

8.33.1 **General Conditions Applicable to Insurance.** All policies of insurance required by this Section shall comply with the following requirements:

8.33.1.1 **Coverage Types and Policy Limits.** The types of coverage and policy limits required from the Contractor are specified in Section 8.7, Insurance Requirements

8.33.1.2 **Policy Forms.** Except as otherwise specifically provided herein, or agreed to in the Contract, all policies of insurance required by this Section shall be written on an occurrence basis.

8.33.1.3 **Certificate of Insurance/Notices.** The Contractor shall provide the OPWDD with a Certificate or Certificates of Insurance, in a form satisfactory to the OPWDD (e.g., an ACORD certificate), after renewal or upon request. Certificates shall reference the Contract number and shall name the New York State Office for People With Developmental Disabilities, 44 Holland Avenue, Albany, New York, 12229 as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to the OPWDD and in accordance with the New York State Insurance Law (e.g., an ACCORD certificate);
- Disclose any deductible, self-insured retention, aggregate limit, or exclusion to the policy that changes the coverage required by this Contract materially;
- Refer to this Contract by number;
- Be signed by an authorized representative of the referenced insurance carriers; and
- **Contain the following language in the Description of Operations/Locations/Vehicles Section:**

***The State of New York, the New York State Office for People With Developmental Disabilities, any entity authorized by law or regulation to use the Contract, and their***

*officers, agents, and employees are included as an additional insured on endorsement CG 20 10 11 85 (or endorsements that provide equivalent coverage, such as the combination of CG 20 10 04 13 [covering ongoing operations] and CG 20 37 04 13 [covering completed operations]), and General liability coverage is provided on the current edition of Commercial General Liability Coverage Form CG 00 01 (or a form that provides equivalent coverage). Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.*

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

Except for: (i) Data Breach and Privacy/Cyber Liability coverage; (ii) Technology Errors and Omissions; and (iii) Crime insurance coverages, the OPWDD generally requires Contractors to submit only certificates of insurance and additional insured endorsements, although the OPWDD reserves the right to request other proof of insurance. Contractors are requested to refrain from submitting entire insurance policies, unless specifically requested by the OPWDD. If an entire insurance policy is submitted but not requested, the OPWDD shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by the OPWDD does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation.

- 8.33.1.4 **Forms and Endorsements.** For Data Breach and Privacy/Cyber Liability, Technology Errors and Omissions, and certain Crime Insurance coverages (those containing Cyber theft coverage), Contractor shall provide the OPWDD, after renewal or upon request, a Schedule of Forms and Endorsements and, upon request, all Forms and Endorsements, unless otherwise agreed to in the Contract. The Forms and Endorsements shall provide evidence of compliance with the requirements of this Contract. Only original documents or electronic versions of the same that can be traced directly back to the insurer, agent, or broker via email distribution or similar means will be accepted.
- 8.33.1.5 **Primary Coverage.** All insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the State of New York, the New York State Office for People With Developmental Disabilities, any entity authorized by law or regulation to use the Contract, and their officers, agents, and employees. Any other insurance maintained by the State of New York, the New York State Office for People With Developmental Disabilities, any entity authorized by law or regulation to use the Contract, and their officers, agents, and employees shall be excess of and shall not contribute with the Contractor's insurance.
- 8.33.1.6 **Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this Section at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the State of New York, the New York State Office for People With Developmental Disabilities, any entity authorized by law or regulation to use the Contract, and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.
- 8.33.1.7 **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured

- retentions above \$100,000.00 are subject to approval by the OPWDD. Such approval shall not be unreasonably withheld, conditioned, or delayed. The Contractor shall be solely responsible for all claim expenses and loss payments with the deductibles or self-insured retentions. If the Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program, along with a description of that program, including but not limited to information regarding the use of a third-party administrator, shall be provided upon request.
- 8.33.1.8 **Subcontractors.** Prior to the commencement of any work by a subcontractor, the Contractor shall require such subcontractor to procure policies of insurance as required by this Section and maintain the same in force during the term of any work performed by that subcontractor.
- 8.33.1.9 **Waiver of Subrogation.** For the Commercial General Liability Insurance and Comprehensive Business Automobile Liability Insurance required below, the Contractor shall cause to be included in each of its policies a waiver of the insurer's right to recovery or subrogation against the State of New York, the New York State Office for People With Developmental Disabilities, any entity authorized by law or regulation to use the Contract, and their officers, agents, and employees. A Waiver of Subrogation Endorsement evidencing such coverage shall be provided to the OPWDD upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.
- 8.33.1.10 **Additional Insured.** For the Commercial General Liability Insurance and Comprehensive Business Automobile Liability Insurance required below, the Contractor shall cause to be included in each of its policies ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage, such as the combination of CG 20 10 04 13 and CG 20 37 04 13) and form CA 20 48 10 13 (or a form or forms that provide equivalent coverage) naming as additional insureds: The State of New York, the New York State Office for People With Developmental Disabilities, any entity authorized by law or regulation to use the Contract, and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to the OPWDD after renewal and/or upon request. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Comprehensive Business Automobile Liability, in the same manner that Contractor would have been required to pursuant to this Section had Contractor obtained such insurance policies.
- 8.33.1.11 **Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage, and limits of insurance), including proof that the excess/umbrella insurance follows forms, must be provided after renewal and/or upon request.
- 8.33.1.12 **Notice of Cancellation or Non-Renewal.** Policies shall be written to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide the OPWDD with a copy of any such notice received from an insurer, together with proof of replacement coverage that complies with the

insurance requirements of this Contract.

8.33.1.13 **Policy Renewal/Expiration.** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Contract shall be delivered to the OPWDD. If, at any time during the term of this Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Contract, or proof thereof is not provided to the OPWDD, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by the OPWDD.

8.33.1.14 **Deadlines for Providing Insurance Documents after Renewal or Upon Request.** As set forth herein, certain insurance documents must be provided to the OPWDD Procurement Services contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to the OPWDD as soon as possible, but in no event later than the following time periods:

- For certificates of insurance: five business days
- For information on self-insurance or self-retention programs: 15 calendar days
- For additional insured and waiver of subrogation endorsements: 30 calendar days
- For schedules of forms and endorsements and all forms and endorsements: 60 calendar days

Notwithstanding the foregoing, if the Contractor shall have requested the insurance documents promptly from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to the OPWDD, the OPWDD shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

8.33.2 **Insurance Requirements.** Throughout the term of this Contract, the Contractor shall obtain and maintain in full force and effect, the following insurance, with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater.

8.33.2.1 **Commercial General Liability Insurance.** Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence. Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage, and shall cover liability arising from bodily injury, premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a Contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$2,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000
- Damage to Rented Premises \$ 50,000
- Medical Expenses \$ 5,000

Aggregate limits shall apply on a per-location basis, or as otherwise agreed to in the

Contract. This aggregate limit applies separately to each location at which the insured works.

- Coverage shall include, but not be limited to, the following:
- Premises liability
- Independent contractors
- Blanket contractual liability, including tort liability of another assumed in any Contract resulting from this Solicitation
- Defense and/or indemnification obligations, including obligations assumed under this Contract
- Cross liability for additional insureds
- Explosion, collapse and underground hazards

8.33.2.2 **Automobile Liability.** Comprehensive Business Automobile Liability Insurance covering liability arising out of any automobile used in connection with performance under the Contract, including owned, leased, hired, and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$2,000,000.00 each accident. The limits may be provided through a combination of primary and umbrella liability policies.

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

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

8.33.2.3 **Data Breach and Privacy/Cyber Liability.** Contractors are required to maintain, during the term of this Contract and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the Authorized Users' systems due to the actions of the Contractor which results in unauthorized access to the Authorized User(s) or

their data. Said insurance shall be maintained in the following limits, as applicable:

Data Breach and Privacy/Cyber Liability	
Software	\$1,000,000
Hardware	\$1,000,000
Implementation	\$1,000,000

**Note:** See NYS-S14-002 Information Classification Standard or successor available at <http://www.its.ny.gov/tables/technologypolicyindex.htm> for additional information relating to risk categories. Contractor must maintain minimum insurance coverage for the level of risk for which Contractor provides Products and submit documentation in accordance with the terms of this Contract.

Said insurance shall provide coverage for damages arising from, but not limited to, the following:

- Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information
- Personally identifiable nonpublic information (e.g., medical, financial, or personal innature in electronic or non-electronic form)
- Privacy notification costs
- Regulatory defense and penalties
- Website media liability
- Cyber theft of customer’s property, including but not limited to money and securities

If the policy is written on a claims-made basis, Contractor must submit to the OPWDD an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period (“tail coverage”) providing coverage for no less than one year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

8.33.2.4 **Technology Errors and Omissions.** Contractors are required to maintain during the term of the Contract and as otherwise required herein, Technology Errors and Omissions Insurance. Said insurance shall be maintained in the following limits, as applicable

Technology Errors and Omissions	
Software	\$1,000,000
Hardware	\$1,000,000
Implementation	\$1,000,000

**Note:** See NYS-S14-002 Information Classification Standard or successor available at <http://www.its.ny.gov/tables/technologypolicyindex.htm> for additional information relating to risk categories. Contractor must maintain minimum insurance coverage for the level of risk for which Contractor provides Products and submit documentation in accordance with the terms of this Contract.

Said insurance shall provide coverage for damages arising from computer-related services, including but not limited to:

- Consulting
- Data processing
- Programming

- System integration
- Hardware of software development
- Installation
- Distribution or maintenance
- Systems analysis or design
- Training
- Staffing or other support services
- Manufactured, distributed, licensed, marketed or sold cloud-computing services

The policy shall include coverage for third-party fidelity, including cyber theft.

If the policy is written on a claims-made basis, Contractor must submit to the OPWDD an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period (“tail coverage”) providing coverage for no less than one year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

8.33.2.5 **Crime Insurance.** Contractors are required to maintain, during the term of the Contract and as otherwise required herein, Crime Insurance. Said insurance shall be maintained in the following limits:

Crime Insurance	
Software	\$2,000,000
Hardware	\$2,000,000
Implementation	\$2,000,000

**Note:** See NYS-S14-002 Information Classification Standard or successor available at <http://www.its.ny.gov/tables/technologypolicyindex.htm> for additional information relating to risk categories. Contractor must maintain minimum insurance coverage for the level of risk for which Contractor provides Products and submit documentation in accordance with the terms of this Contract.

Contractor must provide and maintain Crime Insurance coverage, on a “loss sustained form” or “loss discovered form,” providing coverage for Third-Party Fidelity.

In addition to the coverage above:

- The policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- The policy must include an extended reporting period of no less than one year with respect to events that occurred but were not reported during the term of the policy.
- Any warranties required by the Vendor’s and Contractor’s insurer as a result of this Contract must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents, and employees) of the Vendor and Contractor as a result of this Contract.
- The policy shall include coverage for third-party fidelity, including cyber theft if not provided as part of Cyber Liability, and name the State of New York, the New York State Office for People With Developmental Disabilities, any entity authorized by law or regulation to use this Contract and their officers, agents, and employees as “Loss Payees” for all third-party coverage secured. An Endorsement naming as Loss Payees “The State of New York, the New York State Office for People With Developmental Disabilities, any

entity authorized by law or regulation to use this Contract, and their officers, agents, and employees” shall be provided upon request. A blanket Loss Payee Endorsement evidencing such coverage is also acceptable. This requirement applies to both primary and excess liability policies, as applicable.

- The policy shall not contain a condition requiring an arrest and conviction.

**8.33.2.6 Workers’ Compensation Insurance & Disability Benefits Coverage.** Sections 57 and 220 of the New York State Workers’ Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers’ compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of any contract renewal. Proof of workers’ compensation and disability benefits coverage, or proof of exemption, must be submitted to the OPWDD at the time of policy renewal, contract renewal, and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers’ Compensation Board. An ACCORD form is not acceptable proof of New York State workers’ compensation or disability benefits insurance coverage.

**Proof of Compliance with the Workers’ Compensation Coverage Requirements.**

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

**Proof of Compliance with the Disability Benefits Coverage Requirements:**

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

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

**8.34 New York State Vendor Responsibility Questionnaire**

**8.34.1** The State conducts a review of prospective contractors (Proposers) and Subcontractors with anticipated expenditures at \$100k or more to provide reasonable assurances that the Proposer

is responsive and responsible. A Vendor Responsibility Questionnaire (hereinafter “Questionnaire”) is designed to provide information to assess a Proposer’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Proposer agrees to complete the Questionnaire fully and accurately. The Proposer acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Proposer is responsible and that the State will be relying upon the Proposer’s responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

- 8.34.2 The State recommends that each Proposer file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, Proposer should refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website, <https://www.osc.state.ny.us/vendrep/> or to enroll, go directly to the VendRep System online at <https://www.osc.state.ny.us/state-vendors/vendrep/enroll-vendrep-system> . Proposers opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm) or by emailing the Designated Contact listed in Section 8.4.2 of this RFA.
- 8.34.3 NYS Vendor Responsibility Questionnaire Form must be completed and certified on-line or submitted with the Cover Letter as outlined in Section 6.7.1 of the RFA.
- 8.34.4** Contractor must update its Vendor Responsibility Questionnaire within 10 business days of the State’s request that it do so.



## ATTACHMENT A-1

### A. PROGRAM SPECIFIC TERMS AND CONDITIONS

#### Region 3 – Crisis Services for Individuals with Intellectual and/or Developmental Disabilities (CSIDD) and Resource Center

By acceptance of this award, contractor agrees to comply with the terms and conditions detailed below. Failure to comply with these terms and conditions may result in the loss of funds and may be considered grounds for the suspension or termination of this contract.

#### FINANCIAL AND PROGRAM PROGRESS REPORTING

1. Contractor agrees to expend the entire contract amount for the purposes and according to the Expenditure Based Budget (Attachment B-1). The Contractor will treat the Contract Amount as a restricted asset, and will keep adequate records to document the expenditure of funds and the activities supported by the grant in accordance with the Payment and Reporting Schedule (Attachment D). *The OPWDD shall consider the items listed in the Work Plan (Attachment C) as mandatory deliverables for this grant.*
2. The Contractor agrees to return to the OPWDD any part of the Grant Amount unencumbered at the end of the Contract Period. The Contractor agrees to make available to the OPWDD, at reasonable times, the financial records related to the activities supported by the contract.

#### POPULATION SERVED

3. Funds from this contract must support an allowable Medicaid expense and service recipients must be beneficiaries with a developmental disability. Funds are to be spent on community-based crisis prevention and intervention services for individuals with intellectual/developmental disabilities (I/DD) and co-occurring mental health and behavioral health needs
4. Funding provided under this contract opportunity must be in accordance with service provisions outlined in the Medicaid State Plan and/or the 1915(c) Home and Community Based Services (HCBS) waiver.

#### PROGRAM STANDARDS

5. The awardee of this RFA will provide Crisis Services for Intellectual and/or Developmental Disabilities (CSIDD) while increasing the community capacity to provide an integrated response to people with intellectual/developmental disabilities and behavioral health needs, as well as their families and those who provide support. This will occur through cross systems relationships, training, education, and crisis prevention and response in order to enhance opportunities for healthy, successful and richer lives.
- The Region 3 CSIDD and Resource Center program will enhance relationships and partnerships with I/DD and mental health support and treatment settings and programs, such that individuals with I/DD who meet medical necessity criteria receive appropriate and timely clinical support to meet their needs in the least restrictive setting possible. The Region 3 CSIDD and Resource Center program will consist of a regionally-based clinical coordination team and Resource Center. The program will be supported by multi-level linkage agreements between agencies and providers (local, statewide, national); ongoing clinical education and consultation; technical assistance; and data-driven, evidence-informed practices and analyses. The chosen provider will be required to become certified by The National Center for START Services at the Institute on Disability at the University of New Hampshire to operate following the START Model, its requirements and protocols for training, clinical excellence, data collection and analysis.

## B. AGENCY SPECIFIC CLAUSES

The parties to the attached Contract agree to be bound by the following, which are hereby made part of said Contract.

1. The Contractor shall not discriminate against any applicant for services for reasons based upon religion or religious belief. The Contractor shall not use any monies received from the State to benefit or inhibit a particular religion or religious belief.
2. The relationship of the Contractor to the State is that of an independent contractor and the officers and employees of the Contractor shall conduct themselves in a manner consistent with such status, shall neither hold themselves out as nor claim to be officers, employees, or agents of the State by reason thereof, and shall not make any claim, demand or application to or for any right of the State, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.
3. The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons or property, including death, arising out of or related to the services to be rendered by the Contractor. It shall indemnify and hold harmless the State and its officers and employees from any and all claims, suits, actions, damages and costs of every nature and description arising out of or related to the services to be rendered by the Contractor or the violation by the Contractor, its employees, servants, agents, or contractors, of any law, ordinance, rule or regulation in connection therewith
4. Neither party shall be liable for losses, defaults, or damages under this Contract which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Contract, due to or because of acts of God, the public enemy, earthquake, floods, typhoons, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party shall resume full performance of such obligations and responsibilities promptly upon removal of any such cause.
5. If any term or provision of the Contract shall be found to be illegal or unenforceable, then, notwithstanding, the Contract shall remain in full force and effect and such term or provision shall be deemed stricken from the Contract.
6. The Contractor shall comply with all statutory requirements relating to the confidentiality of information obtained during the performance of the Contract.
7. The Contractor shall certify that payment requests do not duplicate reimbursement of costs and services received from other sources.
8. Upon termination of the Contract, there shall be a reconciliation based upon the services provided by the Contractor and the payments made by the State. The Contractor shall refund to the State any overpayments made by the State pursuant to the Contract.
9. Unless otherwise provided, the Contract may be amended, modified, renewed, and/or renegotiated by written agreement of the parties which shall become effective upon approval by the Office of the State Comptroller.
10. Unless otherwise provided, the OPWDD may cancel the Contract without cause upon serving thirty (30) days' written notice on the Contractor. Cancellation by mutual agreement of all parties to the Contract will be allowed subject to documentation in writing.
11. No part of the Contractor's income or resources shall be used directly or indirectly for the benefit of, or payment to, any State employee for services provided under this Contract other than employees whose names are furnished to the OPWDD and no employee so identified shall receive any benefit or payment under this Contract without prior written approval by the OPWDD.
12. This Contract contains all the terms and conditions agreed upon by the parties and no statement or representation, oral or written, express or implied, shall be deemed to exist or to bind either party or to vary any of the terms and conditions of the Contract.

13. Where applicable, the Contractor shall maintain eligibility for reimbursement from any program that provides payment for services and shall apply for and obtain all funds available for the program from any public or private source. Upon request, the OPWDD shall assist in establishing the Contractor's eligibility for such funds.
14. General conditions relating to Article 15-A of the Executive Law are set forth in the following pages.
15. A determination of vendor non-responsibility may be cause for termination of the Contract.
16. The Contractor must comply with the provisions of Mental Hygiene Law Section 16.33 and Executive Law Section 845-b, the regulations related to criminal history record checks adopted by OPWDD in connection with the fingerprinting of certain individuals and the policies and procedures of OPWDD in connection therewith. In particular, any individual employed by or affiliated as a volunteer with a provider of services as defined in Section 1.03(5) of the Mental Hygiene Law who has regular and substantial unsupervised or unrestricted physical contact with people receiving services (such contact hereinafter referred to as "consumer contact") and who hereafter submits or who has submitted an application for employment or otherwise becomes or became affiliated with the Contractor on or after April 1, 2005 (such individual hereinafter referred to as "a subject party") shall be required to consent and submit to a criminal history record check. Upon the completion thereof, the Contractor shall deny or hold in abeyance employment or volunteer opportunities involving consumer contact to a subject party when directed to do so by OPWDD and in those instances the Contractor shall notify the subject party that his or her criminal history record information is the basis for such action taken by the Contractor.
17. Federal False Claims Act (31 USC Sections 3729-3733) and the New York State False Claims Act (State Finance Law Article XIII, Sections 187-194) – The Contractor is bound by all of the related laws. The law requires that OPWDD provide its contractors with information about the federal False Claims Act, the New York State False Claims Act, and other federal and State laws that play a role in preventing and detecting fraud, waste and abuse in federal health care programs. This information must include the whistleblower protections that are in these laws. OPWDD must also provide its contractors with information about OPWDD's own policies and procedures for detecting and preventing waste, fraud and abuse. You can find detailed descriptions of these laws, their whistleblower protections and OPWDD's policies on the OPWDD website – ([www.opwdd.ny.gov](http://www.opwdd.ny.gov)). At the home page, select Information for Providers on the left side of the page, then select False Claims Recoveries. You can also visit the New York State Medicaid Inspector General website at [www.omig.state.ny.us](http://www.omig.state.ny.us) to obtain information about these laws. A paper copy of the detailed descriptions of the laws and of OPWDD policies and procedures related to waste, fraud and abuse is available from the OPWDD Contract Management Unit, 5th floor, 44 Holland Ave., Albany NY 12229-0001. As a contractor of OPWDD, you are required to participate in the reviews and audits described in OPWDD's policies, and to abide by these policies with respect to funding for OPWDD services. You are also required to make the information at the OPWDD website address listed above available to all your employees and to all of your contractors involved in performing work under your contract with OPWDD.
18. Both the United States Department of Health and Human Services and the Office of the Medicaid Inspector General (OMIG) can exclude persons and organizations from federal and State healthcare programs. If this Contract is funded through the New York State Medicaid program, the following applies:

**For Contractors**

The Contractor represents that:

- 1) The United States Secretary of Health and Human Services has not excluded the Contractor from participation in a federal health care program (including the Medicaid program) under 42 U.S.C. §§1320a-7 or 1320a-7a, or excluded the Contractor from eligibility to provide services under the Social Security Act on a reimbursable basis under 42 U.S.C. §1320c-5;
- 2) The Secretary of Health and Human Services has not directed the New York State Department of Health or any other New York State government agency to exclude the Contractor from participation in a federal health care program (including the Medicaid program) under 42 U.S.C. §§1320a-7(d) or 1320a-7a(a);
- 3) The New York State Medicaid Inspector General has not excluded the Contractor from participation in the New York Medicaid program under 18 NYCRR Part 515, and
- 4) No federal or State agency has otherwise excluded the Contractor from participation in the New York Medicaid program or excluded the Contractor from eligibility to provide services under the Social Security Act or the New York Medicaid program on a reimbursable basis.



If, during the term of this Contract, the Contractor is excluded from participation in a federal health care program or the New York Medicaid program, or is excluded from eligibility to provide services under the Social Security Act or the New York Medicaid program on a reimbursable basis, under the authorities stated above, this Contract shall be immediately terminated.

19. On February 12, 2007 the Diesel Emissions Reduction Act took effect as law. Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL"), it is now a requirement that heavy-duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirements of the law apply to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. As a contract vendor, the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and State or regional public authorities. Therefore, the bidder/contractor hereby certifies and warrants that all heavy-duty vehicles, as defined in NYECL §19-0323, to be used under this Contract will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the Bidder/Contractor.

20. Notices:

- 1) All notices permitted or required hereunder shall be in writing and shall be transmitted either:
  - (a) via certified or registered United States mail, return receipt requested;
  - (b) by facsimile transmission;
  - (c) by personal delivery;
  - (d) by expedited delivery service; or
  - (e) by e-mail.

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

State of New York, Office for People with Developmental Disabilities (OPWDD)

Name: Connie Blais

Title: CMS III

Address: 44 Holland Ave, 5<sup>th</sup> Floor, Albany, NY 12229

Telephone Number: (518) 473-9300

E-Mail Address: [Connie.x.Blais@opwdd.ny.gov](mailto:Connie.x.Blais@opwdd.ny.gov)

Contractor:

Name:

Title:

Address:

Telephone Number:

E-Mail Address:

- 2) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
  - 3) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.
21. 14 NYCRR Sec. 624.5(u)(1) An agency shall not take any retaliatory action against an employee or agent who believes that he or she has reasonable cause to suspect that a person receiving services has been subjected to a reportable incident or notable occurrence, and the employee or agent makes a report to the VPCR and/or OPWDD in accordance with this section and/or if the employee or agent cooperates with the investigation of a report made to the VPCR or OPWDD. This extends to NY State contractors; associated language can be found at <https://opwdd.ny.gov/system/files/documents/2020/01/opwdd-emergencyregs120215text.pdf>.

January 2017

## C. PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES REQUIREMENTS AND PROCEDURES

### I. General Provisions

- A. The Office for People With Developmental Disabilities (“OPWDD”) is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140- 145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OPWDD, to fully comply and cooperate with OPWDD in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State-certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, state, and local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non- responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section B.VII of this Appendix and such other remedies are available to OPWDD pursuant to the Contract and applicable law.

### II. Contract Goals

- A. For purposes of this Contract, OPWDD hereby establishes an overall goal of **0 percent** for MWBE participation, **0 percent** for New York State-certified minority-owned business enterprise (“MBE”) participation and **0 percent** for New York State-certified women-owned business enterprise (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women’s Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.
- D. The Contractor must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
  1. Evidence of outreach to MWBEs;
  2. Any responses by MWBEs to the Contractor’s outreach;
  3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
  4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by OPWDD with MWBEs; and
  5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

### III. Equal Employment Opportunity (“EEO”)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  2. The Contractor shall submit an EEO policy statement to OPWDD within seventy-two (72) hours after the date of the notice by OPWDD to award the Contract to the Contractor.
  3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, OPWDD may require the Contractor or subcontractor to adopt a model statement (see Form – Equal Employment Opportunity Policy Statement).
  4. The Contractor’s EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
    - c. The Contractor shall request each employment OPWDD, 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 OPWDD, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
    - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph “E” of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
- C. Staffing Plan (Complete only if contract value is in excess of \$250,000)
- To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by OPWDD.
- D. Workforce Utilization Report
1. The Contractor shall submit a Workforce Utilization Report and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by OPWDD on a QUARTERLY basis during the term of the Contract.
  2. Separate forms shall be completed by the Contractor and any subcontractors.
- E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital



status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by OPWDD, through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to OPWDD, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OPWDD shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

#### V. Waivers

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by OPWDD. Such waiver request must be supported by evidence of the Contractor’s good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, OPWDD shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If OPWDD, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regard to such non-compliance, OPWDD may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### VI. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to OPWDD by the 10<sup>th</sup> day following the end of each quarter during the term of the Contract.

#### VII. Liquidated Damages - MWBE Participation

- A. Where OPWDD determines that the Contractor is not in compliance with the requirements of this Appendix and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to OPWDD liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by OPWDD, the Contractor shall pay such liquidated damages to OPWDD within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women’s Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

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

I, \_\_\_\_\_ ( **Offerer Name**), the Contractor, agree to adopt the following policies with respect to the project being developed or services rendered at 44 Holland Avenue, Albany, NY 12229.

**M/WBE**

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

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

**EEO**

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



OPWDD Region 3

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CSIDD RFA 7/21

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

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

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

\_\_\_\_\_ is designated as the Minority Business Enterprise Liaison  
Name of Designated Liaison

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

**M/WBE Contract Goals**

0 percent Minority and Women’s Business Enterprise Participation

0 percent Minority Business Enterprise Participation

0 percent Women’s Business Enterprise Participation

\_\_\_\_\_  
Authorized Representative

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

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



### STAFFING PLAN

Submit with Bid or Proposal – Instructions on next page

<b>Solicitation No.:</b> Region 3 CSIDD RFA	<b>Reporting Entity:</b>	<b>Report includes Contractor's/Subcontractor's:</b> <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
<b>Offerer's Name:</b>		<input type="checkbox"/> Offerer <input type="checkbox"/> Subcontractor
<b>Offerer's Address:</b>		
		<b>Subcontractor Name:</b> _____

Enter the total number of employees for 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										Disabled		Veteran			
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		(M)	(F)	(M)	(F)		
Officials/Administrators																			
Professionals																			
Technicians																			
Sales Workers																			
Office/Clerical																			
Craft Workers																			
Laborers																			
Service Workers																			
Temporary/Apprentices																			
Totals																			
<b>PREPARED BY (Signature):</b>								<b>TELEPHONE NO.:</b>					<b>DATE:</b>						
								<b>EMAIL ADDRESS:</b>											
<b>NAME AND TITLE OF PREPARER (Print or Type):</b>								Submit completed with bid or proposal										MWBE 101 (Rev 03/11)	



**STAFFING PLAN INSTRUCTIONS**

**General instructions:** All Offerers and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (MWBE 101) 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 and/or subcontractor's total work force, the Offerer 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 and/or subcontractor's total work force, the Offerer shall complete this form for the contractor's and/or subcontractor's total work force.

**Instructions for completing:**

1. Enter the Solicitation number that this report applies to along with the name and address of the Offerer.
2. Check off the appropriate box to indicate if the Offerer completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerer's total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the OMWBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. 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 form, 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** Male or Female

## D. SERVICE-DISABLED VETERAN-OWNED BUSINESS PARTICIPATION

### I. Contract Goals

- A. The OPWDD hereby establishes an overall goal of **0 percent** for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the Directory of New York State Certified SDVOBs found at <https://online.ogs.ny.gov/SDVOB/search>.

Questions regarding compliance with SDVOB participation goals should be directed to OPWDD's SDVOB Administrator at [minority.women.business.enterprise@opwdd.ny.gov](mailto:minority.women.business.enterprise@opwdd.ny.gov).

Additionally, following Contract execution, the Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development (518) 474- 2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss additional methods of maximizing participation by SDVOBs on the Contract.

- B. The Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

### II. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.

- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the OPWDD.

- C. The OPWDD will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of the OPWDD acceptance or issue a notice of deficiency within 20 days of receipt.

- D. If a notice of deficiency is issued, the Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to the OPWDD a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the OPWDD to be inadequate, the OPWDD shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five (5) business days of notification by the OPWDD, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

- E. The OPWDD may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:

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

- F. If awarded a Contract, the Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB Contract goals set forth above.

- G. The Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the OPWDD shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

### III. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, the Bidder/Contractor shall contact OPWDD's SDVOB Administrator at [minority.women.business.enterprise@opwdd.ny.gov](mailto:minority.women.business.enterprise@opwdd.ny.gov) for guidance.
- B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the OPWDD at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, the OPWDD shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
- C. The Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB 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 the OPWDD but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If the OPWDD, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101), determines that the Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regard to such non-compliance, the OPWDD may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of SDVOB Contract goals.

Waiver requests should be sent to the OPWDD.

### IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- A. Copies of solicitations to SDVOBs and any responses thereto.
- B. Explanation of the specific reasons each SDVOB that responded to the Bidders/Contractors' solicitation was not selected.
- C. Dates of any pre-bid, pre-award or other meetings attended by the Contractor, if any, scheduled by the OPWDD with certified SDVOBs whom the OPWDD determined were capable of fulfilling the SDVOB goals set in the Contract.
- D. Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- E. Other information deemed relevant to the waiver request.

**V. Monthly SDVOB Contractor Compliance Report**

In accordance with 9 NYCRR § 252.2(q), the Contractor is required to report Monthly SDVOB Contractor Compliance to the OPWDD during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available on the Office of General Services' Division of Service-Disabled Veterans' Business Development's website: <https://ogs.ny.gov/veterans/> and should be completed by the Contractor and submitted to the OPWDD, by the 10th day of each month during the term of the Contract, for the preceding month's activity to OPWDD's SDVOB Administrator at [minority.women.business.enterprise@opwdd.ny.gov](mailto:minority.women.business.enterprise@opwdd.ny.gov).

**VI. Breach of Contract and Damages**

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the Contract and the Contractor shall pay damages as set forth therein.

All forms are available at: <https://ogs.ny.gov/veterans/>



# SDVOB UTILIZATION PLAN

Initial Plan     Revised plan    Contract/Solicitation #

**INSTRUCTIONS:** This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS **Certified** Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.

BIDDER/CONTRACTOR INFORMATION		SDVOB Goals In Contract
Bidder/Contractor Name:	NYS Vendor ID:	%
Bidder/Contractor Address (Street, City, State and Zip Code):		

Bidder/Contractor Telephone Number:	Contract Work Location/Region:
Contract Description/Title:	

CONTRACTOR INFORMATION			
Prepared by (Signature):	Name and Title of Preparer:	Telephone Number:	Date:

Email Address:

***If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form.***

SDVOB Subcontractor/Supplier Name:	
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Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
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Address:	Email Address:
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Detailed description of work to be provided by subcontractor/supplier:

Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ \_\_\_\_\_ or \_\_\_\_\_ %

SDVOB Subcontractor/Supplier Name:	
------------------------------------	--

Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
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Address:	Email Address:
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Detailed Description of work to be provided by subcontractor/supplier:

Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ \_\_\_\_\_ or \_\_\_\_\_ %

## FOR [Agency] USE ONLY

[Agency] Authorized Signature:	Accepted	Accepted as Noted	Notice of Deficiency
NAME (Please Print):	SDVOB %/\$	Date Received:	Date Processed:

Comments:

**NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION:** The directory of New York State Certified SDVOBs can be viewed at <https://ogs.ny.gov/Veterans/default.asp>  
**Note: All listed Subcontractors/Suppliers will be contacted and verified by OPWDD.**



# ADDITIONAL SHEET

<b>Bidder/Contractor Name:</b>		<b>Contract/Solicitation #</b>	
<b>SDVOB Subcontractor/Supplier Name:</b>			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			
<b>SDVOB Subcontractor/Supplier Name:</b>			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			
<b>SDVOB Subcontractor/Supplier Name:</b>			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			
<b>SDVOB Subcontractor/Supplier Name:</b>			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			
<b>SDVOB Subcontractor/Supplier Name:</b>			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			

## ATTACHMENT A-2 SUPPLEMENT

### Federal Assurances and Certifications

Certain of these assurances may not be applicable to your project or program. If you have questions, contact the Office of People with Developmental Disabilities (OPWDD). By signing and submitting this application, contract or contract amendment an authorized representative of the applicant or contractor asserts that the applicant or contractor:

1. Has the legal authority to apply for Federal Assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Executive Order Number 11246 as amended by E.O. 11375 relating to Equal Employment Opportunity, which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the

program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notifications of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

13. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

14. This contract is funded in whole or part with federal funds under the CDFR No 93.630. OPWDD is a pass-through entity of these federal funds. As a recipient of these federal funds, the Contractor may be determined, to be a sub-recipient of federal assistance. Sub-recipients of federal funds have the responsibility of reporting to OPWDD in addition to the sub-recipient's responsibility to file reports with the federal clearinghouse designated by Office of Management and Budget (OMB). If this contract will require the Contractor to expend \$750,000 or more of federal funds from this contract or in total with other contracts or grants of federal funds or assistance in the Contractor's fiscal year, regardless of the source of the funding, the Contractor is required to comply with the terms and provisions of the OMB Circular A-133. The Contractor will notify OPWDD if it reasonably expects to expend the sum of \$750,000 of federally derived funds, in its fiscal year, as soon as it has notice of awards, grants or contracts totaling \$750,000 in federal funds, but in no event later than the close of the calendar year. The Contractor will have an audit performed pursuant to the requirements of OMB Circular A-133 and provide OPWDD with the required reports within 30 days of the Contractor's receipt of the independent audit report or within 9 months after the close of the Contractor's fiscal year, whichever event is sooner.

15. Certifies that Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro- Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal program either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act. The contractor/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions of children's services and all subgrantees shall certify accordingly.

16.A. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. (1) The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act (41 USC 702 et seq.), the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. (2) For grantees other than individuals, Alternate I applies. For grantees who are individuals, Alternate II applies. (3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplace(s) at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

(4) Workplace identifications must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

(5) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph four).

(6) Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; Employee means the employee of a grantee directly engaged in the performance of work under a grant, including; (a) All direct charge employees; (b) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (c) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

16.B. Alternate I (Grantees Other Than Individuals). 1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing an ongoing drug-free awareness program to inform employees about; (1) the dangers of drug abuse in the workplace; (2) the grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above; (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction; (e) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant; (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted; (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or (2) Requiring such a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

16.C. Alternate II (Grantees Who Are Individuals). 1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

17. Agrees that, a) By signing and submitting this proposal, the prospective primary applicant is providing the certification set out below. b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation

of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction. c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. d) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance. e) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Office of People with Developmental Disabilities for assistance in obtaining a copy of those regulations.

f) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. g) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. h) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs. i) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. j) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

18. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act as amended (40 U.S.C. 276a to 276a-7) - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act, 40 U.S.C. 276a to a-7, and as supplemented by Department of Labor regulations, 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate of not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation

and the award of a contract shall be conditioned upon the acceptance of the wage determination issued by the Department of Labor in each solicitation and the award of the contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the HHS awarding agency.

21. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient (See also 45 CFR Part 93).

22. Debarment and Suspension (E.O.s 12549 and 12689) - Certain contracts shall not be made to parties listed on the non-procurement portion of the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." (See 45 CFR Part 76.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

23. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

24. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

25. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.



## **ATTACHMENT ONE: MANDATORY PRE-BID REQUIREMENTS**

This attachment contains:

Mandatory Letter of Intent and Registration Form

No-Bid Reply Form



Mandatory Letter of Intent and Registration

Connie Blais
Contract Management Unit Office for People With Developmental Disabilities
44 Holland Avenue, 5th Floor
Albany, NY 12229
Email: OPWDDGrants@opwdd.ny.gov

RE: New York State Office for People with Developmental Disabilities' REPOSTING: Crisis Services for Individuals with Intellectual and/or Developmental Disabilities (CSIDD) and Resource Center REGION 3 IMPLEMENTATION RFA

Dear Connie Blais:

Applicant: \_\_\_\_\_ intends to participate in the following:

\_\_\_\_\_ Submit an application in response to the above RFA

\_\_\_\_\_ Participate in the Mandatory Region 3 Resource Center Site Visit (per 3.2 of the RFA)

- Preferred time of day: \_\_\_\_\_
➤ Names of Attendees: \_\_\_\_\_

Offerer's Designated Contact as required in Section 3.1 of this RFA for the purpose of this procurement will be:

Name of Organization: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

\* Applicants are responsible for providing an email address for all communications related to this RFA

Authorized Signatory: \_\_\_\_\_ Date: \_\_\_\_\_

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



### No-Bid Reply Form

Applicants who DO NOT INTEND to submit a proposal in response to the CSIDD Region 3 RFA should indicate such by submitting this No-Bid Reply form to:

Connie Blais  
NYS Office for People With Developmental Disabilities  
Contract Management Unit  
44 Holland Avenue, 5th Floor  
Albany, New York 12229  
Email Address: [OPWDDGrants@opwdd.ny.gov](mailto:OPWDDGrants@opwdd.ny.gov)

Name of Organization: \_\_\_\_\_

\_\_\_\_ Does not intend to submit an application in response to the above RFA.

Contract Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Reason for No-Bid Reply

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Completing and returning this form to the OPWDD will ensure the Provider’s name remains on our Bidders' list for future solicitations. The No-Bid Reply Form includes space for explanation as to why a bid is not being submitted. A no bid response will not impact participation in future solicitations.

No-Bid Reply Form should be returned by the Letter of Intent Due Date indicated in Section 1.2 of this RFA. The No-Bid Reply form helps the OPWDD demonstrate that proposals were shared with others besides those responding to this RFA, and to understand why a Provider did not bid.



## ATTACHMENT TWO: COVER LETTER REQUIREMENTS

This Attachment contains the following required forms that must be completed and uploaded to respective reserved spaces in the Pre-submission Uploads tab of **Grant Opportunity: “REPOSTING: Crisis Services for Individuals with Intellectual and/or Developmental Disabilities (CSIDD) and Resource Center REGION 3 IMPLEMENTATION”** as required with submission of the Cover Letter per Section 6.7 of this RFA:

Non-Collusive Bidding Certification

Listing of Proposed Subcontractors

Encouraging Use of New York State Businesses In Contract Performance

Sexual Harassment Policy Certification

Executive Order 177 Certification

Applicant Assurance of No Conflict of Interest or Detrimental Effect

Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia



Non-Collusive Bidding Certification

Required by Section 139-D of the State Finance Law

By submission of this application, applicant and each person signing on behalf of applicant certifies, and in the case of joint applicant, 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 application 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 applicant or with any competitor;

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

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

An application shall not be considered for nor shall any award be made where A(1), (2), and (3) above have not been complied with; provided however, that if in any case the Applicant cannot make the foregoing certification, the Applicant shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor.

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

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

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

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

Three horizontal lines for names of partners or principals.

Three horizontal lines for legal residence.

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

NAMES

LEGAL RESIDENCE

Three horizontal lines for names of officers: President, Secretary, Treasurer.

Three horizontal lines for legal residence.



\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

Identifying Data:

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

Street Address: \_\_\_\_\_

City, Town, etc. \_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_  
If applicable, Responsible Corporate Officer Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

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

Legal name of person, firm or corporation

Legal name of person, firm or corporation

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

Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address/Street

\_\_\_\_\_  
Address/Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
City

\_\_\_\_\_  
State

**Listing of Proposed Subcontractors**

<b>Subcontractor:</b>	<b>Check applicable certification type:</b>	<b>Estimated Contract Amount and Brief Description of Services/Commodity</b>	<b>Location/Address where Services will be Performed</b>
Name:  EIN:	<input type="checkbox"/> NYS-Certified MBE <input type="checkbox"/> NYS-Certified WBE <input type="checkbox"/> NYS-Certified SDVOB <input type="checkbox"/> None of the above	Estimated Amount: \$ _____ Description:	
Name:  EIN:	<input type="checkbox"/> NYS-Certified MBE <input type="checkbox"/> NYS-Certified WBE <input type="checkbox"/> NYS-Certified SDVOB <input type="checkbox"/> None of the above	Estimated Amount: \$ _____ Description:	
Name:  EIN:	<input type="checkbox"/> NYS-Certified MBE <input type="checkbox"/> NYS-Certified WBE <input type="checkbox"/> NYS-Certified SDVOB <input type="checkbox"/> None of the above	Estimated Amount: \$ _____ Description:	
Name:  EIN:	<input type="checkbox"/> NYS-Certified MBE <input type="checkbox"/> NYS-Certified WBE <input type="checkbox"/> NYS-Certified SDVOB <input type="checkbox"/> None of the above	Estimated Amount: \$ _____ Description:	
Name:  EIN:	<input type="checkbox"/> NYS-Certified MBE <input type="checkbox"/> NYS-Certified WBE <input type="checkbox"/> NYS-Certified SDVOB <input type="checkbox"/> None of the above	Estimated Amount: \$ _____ Description:	



**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, Bidder/Bidders for this contract for commodities, services, and technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements for the contact. Such partnering may be as subcontractors, suppliers, protégés, or other supporting roles.

Bidder/Bidders need to be aware that all authorized users of their 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, Bidder/Bidders 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 Bidder/Bidders 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.

Bidder/Bidders 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.



### Sexual Harassment Policy Certification

Note: the terms Bidder and Offerer are referring to the Applicant for this RFA.

State Finance Law §139-I requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training to all its employees and that such policy, at a minimum, meets the requirements of State Labor Law §201-g.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Please mark the applicable box below and complete the following sections, as required.

The Bidder certifies its compliance with State Finance Law §139-I.

The Bidder cannot certify its compliance with State Finance Law §139-I.

This form must be signed by an authorized executive or legal representative.

Offerer: \_\_\_\_\_

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

Name (please print): \_\_\_\_\_

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

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

If the Bidder cannot make the above certification, the Bidder must provide a statement detailing the reasons:



Executive Order 177 Certification

Note: the terms Bidder and Offerer are referring to the Applicant for this RFA.

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

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

Generally, the Human Rights Law applies to:

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

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

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

Bidder: \_\_\_\_\_

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

Name (please print): \_\_\_\_\_

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

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

This form must be signed by an authorized executive or legal representative

### **Applicant Assurance of NO Conflict of Interest or Detrimental Effect**

The Applicant offering to provide services pursuant to this RFA/Contract, as a contractor, joint venture contractor, subcontractor or consultant, attests that its performance of the services outlined in this RFA/Contract does not and will not create a conflict of interest with nor position the Applicant to breach any other contract currently in force with the State of New York.

Furthermore, the Applicant attests that it will not act in any manner that is detrimental to any State project on which the Applicant is rendering services. Specifically, the Applicant attests that:

1. The fulfillment of obligations by the Applicant, as proposed in the response, does not violate any existing contracts or agreements between the Applicant and the State;
2. The fulfillment of obligations by the Applicant, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Applicant has with regard to any existing contracts or agreements between the Applicant and the State;
3. The fulfillment of obligations by the Applicant, as proposed in the response, does not and will not compromise the Applicant's ability to carry out its obligations under any existing contracts between the Applicant and the State;
4. The fulfillment of any other contractual obligations that the Applicant has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFA;
5. During the negotiation and execution of any contract resulting from this RFA, the Applicant will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFA, the Applicant will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole, including but not limited to any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Applicant, nor any former officer or employee of the Applicant who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate Section 73(8)(a) of the State Ethics Law; and
8. The Applicant has not and shall not offer to any employee, member or director of the State any gift whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director, or was intended as a reward for any official action on the part of said employee, member or director.



Applicants responding to this RFA/Contract should note that the State recognizes that conflicts may occur in the future because an Applicant may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name and Title:

Signature:      Date:

This form must be signed by an authorized executive or legal representative.



**Certification Under Executive Order No. 16  
Prohibiting State Agencies and Authorities from Contracting with  
Businesses Conducting Business in Russia**

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found at [No. 16: Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia | Governor Kathy Hochul \(ny.gov\)](#)

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name:  
(legal entity) \_\_\_\_\_

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

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

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

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



### ATTACHMENT THREE: Exhibits available in Grants Gateway

The following external documents are referenced throughout this RFA, and are available in Pre-Submission Uploads of the Opportunity in Grants Gateway under Grant Opportunity: “REPORTING: Crisis Services for Individuals with Intellectual and/or Developmental Disabilities (CSIDD) and Resource Center REGION 3 IMPLEMENTATION”:

- Exhibit I: Master Contract for Grants
- Exhibit II: Health Information Portability and Accountability Act (HIPAA Business Association Agreement)
- Exhibit III: CSIDD & Resource Center Region 3 Organizational Chart
- Exhibit IV: START Clinical Teams Manual
- Exhibit V: Best Practice Guidelines for Resource Centers
- Exhibit VI: Technology Requirements for START Projects
- Exhibit VII: New York State Plan Amendment (SPA) 19-0014
- Exhibit VIII: CSIDD Regulations 14 NYCRR Part 635-16
- Exhibit IX: CSIDD Administrative Memorandum (ADM) 21-ADM-01R4 (or current ADM)
- Exhibit X: Respite Services ADM 2017-01R
- Exhibit XI: Developmental Disability Regional Offices Map