

**New York State Office of Mental Health
Request for Proposal (RFP)/C009999
For the Procurement of Electronic Medical Records System
(EMR)**

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

<http://www.omh.ny.gov/omhweb/rfp/2011/emr>

Return of Pre-Bid Conference Form (Attachment A): Monday, January 23rd, 2012
Mandatory Pre-Bid Conference/OMH Demos Day 1: Monday, February 6th, 2012
Mandatory Pre-Bid Conference/OMH Demos Day 2: Tuesday, February 7th, 2012
Bid Proposal Submission or No Bid Reply Form Due Date: Friday, April 27th, 2012 by 3:00 p.m.

For a complete list of Event Dates related to this RFP, please see: [Section 7.2 Event Dates](#)

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

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

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Table of Exhibits

The following external exhibits are located on the OMH EMR RFP website at the following URL:

<http://www.omh.ny.gov/omhweb/rfp/2011/emr>

Exhibit 1 – On-site Bidder Solution Demonstration

Word documents (background/supporting information):

1. Inpatient Scenario
2. Outpatient Scenario
3. Pharmacy Scenario
4. Laboratory Scenario

Excel Document:

1. Scenario_Demo_Scripts

Exhibit 2 – Wireframes

PDFs:

1. Chart Inquiries Tab
2. Clinical Notes Tab
3. Consults Tab
4. Discharge Summary Tab
5. EMR Main
6. Lab Results Tab
7. Meds Tab
8. Orders Tab
9. Patient Summary Tab
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11. Treatment Plan Tab
12. Vital Signs Tab
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Exhibit 3 – Migration Data Requirements

Patient Systems Data Flow Interface Diagram (PDF)

Patient Systems Data Flow Interface Diagram Description (WORD)

Excel Spreadsheets:

1. MHARS –SRMS data elements
2. MHARS – PCS data mapping
3. MHARS – PORTAL data elements
4. Talyst ADM to HL7 mapping
5. MHARS – Cerner data elements
6. MHARS – DMHIS data elements
7. MHARS – Open Dental data elements
8. MHARS – DMHIS Service data elements
9. MHARS – FIS2 data elements
10. MHARS – IOCA data elements
11. MHARS – NIMRS data elements
12. MHARS – MDRS data elements
13. MHARS – Biztalk_MedsManager data elements

14. MHARS – PMHP data elements
15. MHARS-PILS data elements
16. MHARS Forms Count

Exhibit 4 – [OMH Patient Systems Data Flow](#)

1. Exhibit 4_Patient Systems Dataflow-Track #1.pdf
2. Exhibit 4_Patient Systems Dataflow-Track #2.pdf

Exhibit 5 – [Reports](#) (Word document)

Exhibit 6 – [ITIL V3 Service Management Questions](#) (Word document)

Exhibit 7 – [Training Proposal Requirements](#) (Word document)

Exhibit 8 – [Technical Proposal Requirements](#) (Word document)

Exhibit 9 – [OMH Psychiatric Center Locations](#)

1. Exhibit 9_All State PC community programs.xlsx
2. Exhibit 9_OMH Psychiatric Center Locations.doc

Exhibit 10 - [Map showing locations of OMH Facilities](#) (PDF)

Exhibit 11 – [Master Data Management \(MDM\) Initiative Description](#) (Word document)

Exhibit 12 – [Change Management Process](#)

1. Change Management Flowchart (PDF)
2. Change Management Meeting Protocol (WORD)

Exhibit 13 – DELETED

Exhibit 14 – [PDF of MHARS Forms](#)

Exhibit 15 – [Pharmacy Data/Functional Requirements](#) (Word document)

Exhibit 16 – [Patient Counts](#)

1. Inpatient Counts by Facility/Ward
2. Outpatient Counts by Facility/Unit and Clinic

Exhibit 17 – [Requirements Traceability Matrix](#) (Excel spreadsheet)

Exhibit 18 – [OMH EMR Glossary](#) (Word Document)

Definitions

The Glossary included in the RFP contains all defined terms referenced in the RFP. Certain defined Glossary terms which appear in Section 1 are restated below for reference.

ADT means Admission, Discharge, Transfer functionality to record patient movements into, out of, and between OMH facilities.

Additional Deliverables means deliverables not set forth in the RFP.

Additional Functionality means the agreed upon functionality, that is not already included in the Requirements Traceability Matrix at the time this RFP is issued, which the Contractor will build or integrate to add to the Base Vista Solution or the OMH EMR.

As Is Vista Solution means the Bidder's Vista product as it exists at the time of submission of the Bid. By definition, each Bidders' As Is Vista Solution will include all Core Functions which that Bidder has indicated on the Requirements Traceability Matrix are met by its existing Vista product (i.e., executable object code immediately available to OMH).

Base Vista Solution means the Vista solution to be implemented in the Track 1 Implementation of the Vista CPOE, CPRS, BCMA, and Pharmacy modules, comprised of that portion of the As-Is Vista Solution that includes the Core Functions requested by OMH for Track 1 implementation.

Bid or Bid Proposal(s) means a Bidder's Financial Proposal and Technical Proposal.

Bidder means an entity which has submitted a Bid/Bid Proposal.

Cerner means Cerner Laboratory Information System, which is a Healthcare Information Technology that assists in the processing of laboratory orders.

Contract means the agreement between OMH and the Contractor resulting from this RFP which is approved by OAG and OSC.

Contract Approval Date means the date upon which OSC approves the Contract.

Contractor means the Bidder that is awarded the Contract.

Core Functions means the functions set forth in the Requirements Traceability Matrix in Exhibit 17.

Deliverables means the set of products to be delivered to the OMH by the Contractor to fulfill the terms of this Contract.

Enhancements mean the Additional Functionality and Additional Deliverables.

Fixed Price Bid means a Bidder's cost to carry out the Fixed Price Deliverables as set forth in its Financial Proposal.

Fixed Price Deliverables means the deliverables described in RFP Section 4.

Hourly Rate means the Contractor's flat rate cost per hour to carry out Hourly Rate Deliverables.

Hourly Rate Deliverable(s) means those deliverables, resulting from Enhancements that are billed at the Contractor's Hourly rate.

MHARS means the Mental Health Automated Record System, one component of the current OMH EMR.

OAG means the Office of the Attorney General of New York.

OSC means the Office of the State Comptroller of New York.

OMH EMR or OMH VistA Solution means the OMH customized VistA application consisting of the Core Functions in the Base VistA Solution, plus any remaining Core Functions not delivered in the Track 1 Implementation, and any Additional Functionality or Enhancements.

Project means the full scope of tasks to be carried out by the Contractor under the RFP and the Contract, including Enhancements.

QA means a Quality Assurance environment, a non-production instance of the application for the purpose of allowing testers to monitor and conduct software testing.

Requirements mean the characteristics or features, related to identified business needs or opportunities, which define the system. They shall include the Core Functions plus Additional Functionality. They can be broadly divided into three main categories:

- **Business Requirements** should answer the question, "What does the OMH want to do?" and are expressed in terms of broad outcomes the agency requires, rather than specific functions the system may perform.
- **Functional Requirements** describe what the EMR must do in order to fulfill the Business Requirements. The EMR Project Functional Requirements shall be organized by system functionality (e.g., CPOE, Pharmacy, ADT, Lab, etc.) to assist in the development of system and User Acceptance Test plans.
- **Technical Requirements** cover the technical aspects that the OMH EMR system must fulfill, such as hardware, network, infrastructure, performance-related issues, reliability issues, and availability issues.

Requirements Management Tool means a commercially available application, (e.g. HP Quality Center) where project Requirements are to be stored and then used in the creation of User Acceptance Test plans to confirm whether the Requirements are met.

Requirements Traceability Matrix means the matrix set forth in RFP Exhibit 17 which contains the Core Functions.

Vista Infrastructure means the hardware, software, and network components required to operate the Base VistA and/or OMH EMR.

1. Introduction

1.1. EMR PROJECT OVERVIEW

The New York State Office of Mental Health (OMH) is seeking proposals to provide technical and professional services for the implementation of an Electronic Medical Record System (“EMR”) based upon a solution/derivative of the U.S. Department of Veterans Affairs (VA) Veterans Health Information Systems and Technology Architecture (VA VistA) software at:

1. twenty-six (26*) state operated psychiatric centers (the “Facilities”)
2. approximately 310 OMH Outpatient Locations and
3. OMH’s Central Office located at 44 Holland Avenue, Albany, NY (“the Central Office”)

(* The actual number of Facilities is expected to be fewer than 26 due to Facility closures prior to the EMR implementation.)

Collectively, 1, 2, and 3 are deemed the “OMH Locations” set forth in Exhibit 9.

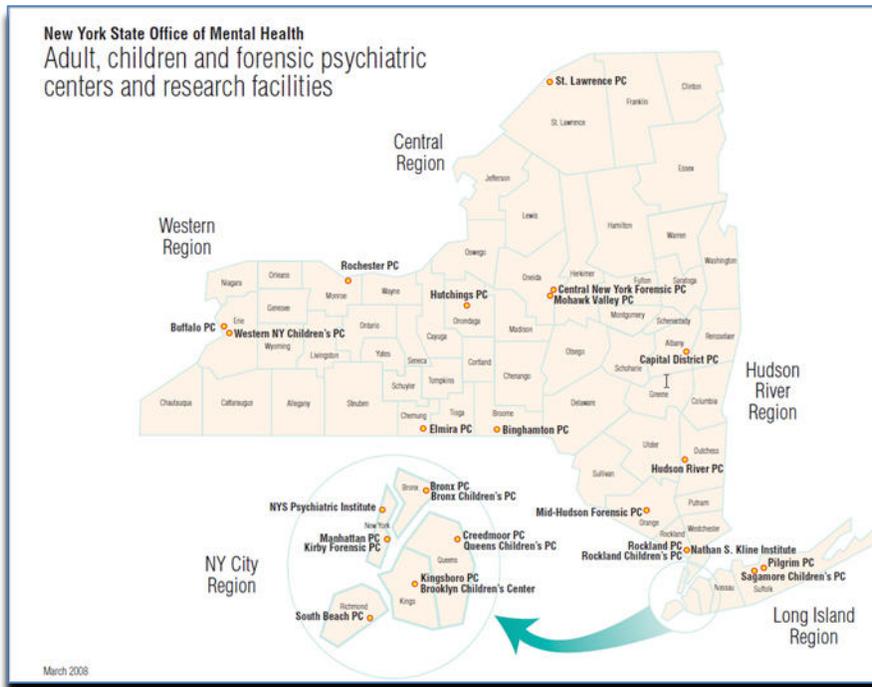


Figure 1-1 OMH Facilities (to view a larger image, see: Exhibit 10_Facility Map.pdf)

OMH recognizes that the VA VistA does not fully meet OMH requirements for an OMH EMR. Thus, to create OMH’s VistA Solution, Bidders will need to propose additional software which may be the Contractor’s existing proprietary software, software developed by the Contractor during the Project, and/or third party software.

Bidders must complete, sign and submit with their Bid Proposal, a Requirements Traceability Matrix by indicating for each Core Function whether their As Is VistA Solution performs the function, or does not perform the function in which case a Bidder must affirm whether it will

- a) build the function, or

- b) use a 3rd party software solution to perform the function, or
- c) will not provide the function.

The implementation of a Base VistA Solution and an OMH EMR over two Implementation Tracks (discussed below) will be supported by a series of 56 separate deliverables described in RFP Section 4 (the "Fixed Price Deliverables"). These deliverables, which are necessary to convert OMH over to the new VistA solution, include:

- a) the migration of current OMH patient data to the OMH EMR;
- b) replacing OMH 's current medication/pharmacy tracking systems with a new VistA pharmaceutical system;
- c) building interfaces between legacy systems and the Base VistA and the OMH EMR;
- d) enhancing Medicaid tracking and payment systems; and
- e) performing a gap/business process analysis resulting in the Contractor recommending that Additional Functionality be added to the Core Functions.

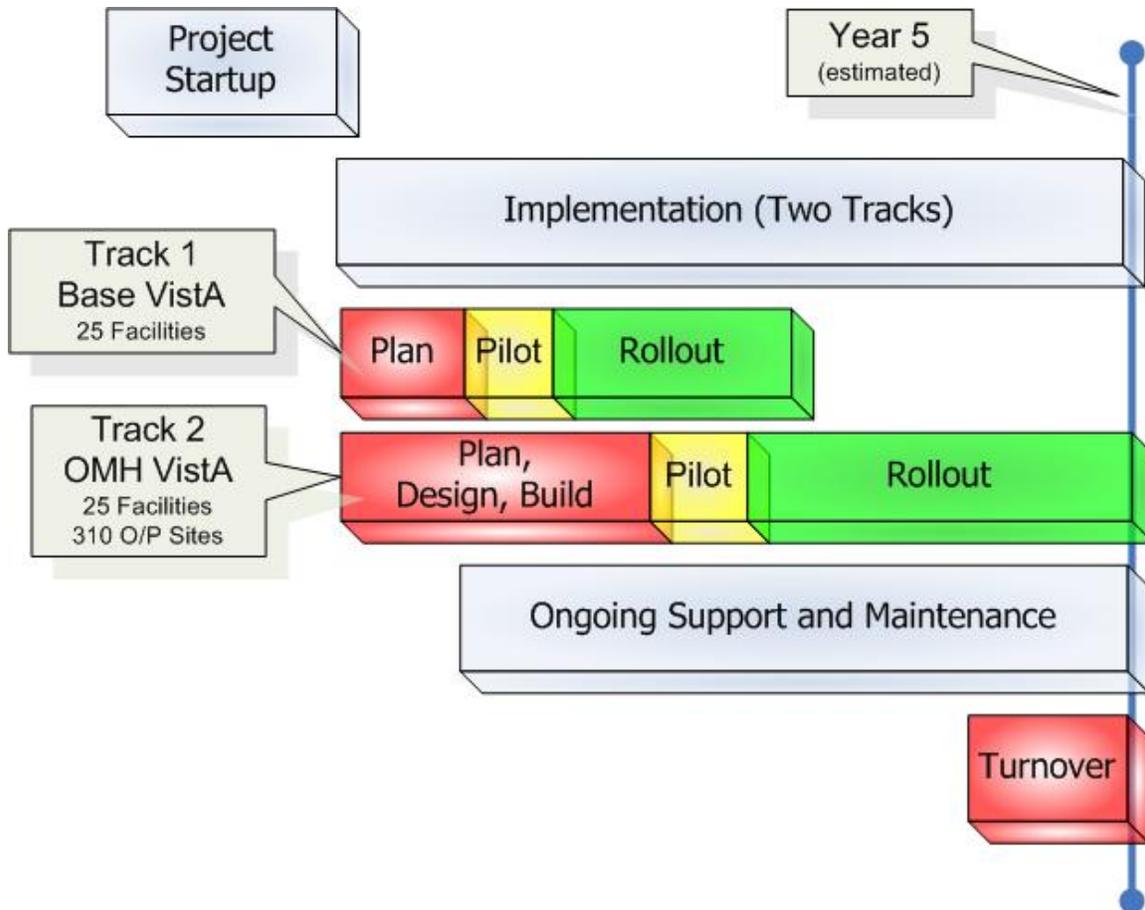
Although it is the desire of the OMH to place the entire OMH EMR in the public domain as open source software ("OSS"), the OMH will consider all possibilities, including solutions with custom, proprietary and third party software.

1.2. PROJECT TRACKS AND PHASES

To accomplish these objectives, the OMH envisions that the EMR Project work will be completed over three Phases:

- Project Startup – Initial Assessments and Planning
- Implementation – Pilots and Rollouts
- Ongoing Support and Maintenance - Resolution of software and training related issues; maintenance of current versions of software and training materials.

See Section [4.2 Proposed Work Approach](#) for a detailed description of each Phase.



1-2 EMR Project Phases

1.2.1. Implementation Phase

The Implementation Phase of the Project shall proceed along dual Tracks; Track 1 shall implement the Base VistA Solution to a select group of users at up to 26 Facilities, and Track 2 shall implement the OMH EMR to all users at all OMH Locations.

1.2.2. Implementation Phase Track 1 – Base VistA Solution

Implementation Phase - Track 1 includes implementing a Base VistA Solution which will perform a portion of the over 600 Core Functions described by OMH in the Requirements Traceability Matrix in Exhibit 17.

The Base VistA Solution will be implemented across all operating OMH Facilities (up to 26, and not to include associated Outpatient Locations) to establish the VistA infrastructure and enable a targeted group of users (including, but not limited to, MDs, Nurses and Pharmacists) to use the CPOE, BCMA, and Pharmacy Modules. Implementing the Base VistA Solution shall functionally replace McKesson Meds Manager at those Facilities.

For this effort, interfaces must be in place between:

- MHARS and the Base VistA Solution to support ADT functionality provided by MHARS.

- The Base VistA Solution and Cerner Lab to support Lab Orders entered into the Base VistA System's CPOE module and lab results exported from Cerner to the Base VistA Solution.

Any other functions, beyond those that are specifically required for Track 1, but are available in the Contractor's As-Is VistA system may be optionally implemented during Track 1.

After acceptance of User Acceptance Testing of the Base VistA Solution in a QA environment at the OMH Central Office, the OMH envisions a phased implementation where the solution is first implemented at four pilot Sites. Upon acceptance of the Base VistA Solution by OMH at the pilot sites, and OMH approval to proceed, the Base VistA Solution will then be rolled out to all the remaining Facilities.

1.2.3. Implementation Phase Track 2 – OMH EMR

The second Track of the Implementation Phase will make use of the VistA infrastructure established in Track 1 to build and implement the OMH EMR for all end-users at OMH Locations. The OMH EMR shall include all remaining Core Functions not implemented during the Track 1 Base VistA Implementation, as well as Additional Functionality necessary to customize the solution for OMH's use. This custom OMH EMR shall be implemented in all facilities for all inpatient wards, outpatient units, free standing outpatient Clinics and administrative units. The OMH EMR shall perform the following functionality (this list is not exclusive):

- ADT (Admission, Discharge, Transfer)
- Treatment Planning
- Progress Notes
- Reports
- Decision Support
- Scheduling – Clinician
- Outpatient Appointment Scheduling
- Inpatient Scheduling
- Document Imaging
- Printing
- Services Recording
- E-Prescribing
- Data Migration

Track 2 will also include customized Additional Functionality which is required by OMH based on the Contractor's Enterprise Assessments.

The OMH envisions a phased approach for Track 2 beginning with design, development and OMH User Acceptance Testing of the OMH EMR, followed by a pilot Implementation at the OMH Central Office at 44 Holland Avenue in Albany, NY, four Facilities and their associated Outpatient Locations.

Upon completion of the pilot implementations, a pilot results review, and OMH approval to proceed, the OMH EMR shall be rolled out to all remaining Facilities and locations. Once implemented, the OMH EMR shall functionally replace both McKesson Meds Manager and OMH's Mental Health Automated Records System ('MHARS') which currently provides, among other functions, Admission, Discharge, and Transfer ('ADT') functionality and recording services to support billing.

1.2.4. OMH Background

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

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

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

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

1.2.5. OMH Key Business Owners

OMH stakeholders who will support the Project include OMH's

- Medical Director
- Office of Consumer Affairs
- Division of Adult Services
- Division of Children and Family Services
- Division of Forensic Services
- Office of Quality Management
- Office of Evidence-based Medicine & Clinical Guidelines
- Office of Health Services
- Center for Information Technology
- Office of Financial Management

1.3. PROJECT GOALS AND OBJECTIVES

Primary objectives for the OMH EMR engagement include:

1. functionally replacing the McKesson Meds Manager with the Pharmacy and BCMA Modules,
2. functionally replacing MHARS,
3. interfacing with OMH Patient Systems via Health Level 7 (HL7) messages; interfacing with external health care organizations via the HL7 Clinical Document Architecture (CDA),
4. transitioning from International Classification of Disease, 9th edition ('ICD-9') to International Classification of Diseases, Tenth Revision, Clinical Modification ('ICD-10-CM') for diagnosis coding and International Classification of Disease tenth revision Procedure Coding System ('ICD-10-PCS') for procedure coding when the United States

- begins official use of ICD-10, and transitioning from the DSM-IV to DSM-V classification system when the US begins official use of DSM-V.
5. complying with all Federal (e.g., HIPAA, HITECH), State, and The Joint Commission (or other accrediting body) health information security standards for data integrity, confidentiality, auditing and availability.

To accomplish EMR Project objectives the Contractor will, in part, be:

- completing an Enterprise Assessment Plan to validate the proposed OMH EMR against OMH workflows, prepare the OMH Locations for EMR Implementation, and updating the Enterprise Assessment Plan based on lessons learned;
- planning and executing data migration of historical patient data from legacy OMH systems to both the Base Vista Solution and the OMH EMR;
- building, deploying and maintaining interfaces to and/or from existing OMH Patient Systems to preserve business continuity;
- developing and delivering Training Materials for both the Base Vista Solution and the OMH EMR,
- conducting OMH and Facility staff training in the use and support for both the Base Vista and the OMH EMR;
- designing ([Design Deliverables](#)) and coding ([Development Deliverables](#)) required OMH functionality, and testing the OMH EMR;
- implementing the Base Vista Solution in OMH Facilities, and the OMH EMR in both the OMH Facilities and Outpatient Locations;
- providing on-going software maintenance and technical support for the Base Vista and the OMH EMR;
- completing project management plans, ICD-9 to ICD-10 and DSM-IV to DSM-V conversion plans, and other written deliverables as set forth in the Project Management Deliverables (see: RFP Section [4.11.1 Project Management Deliverables](#)).

1.4. CONTRACT INFORMATION

1.4.1. Project Payments

Bidders are required to submit a Fixed Price Bid in their Financial Proposal for their cost to carry out the Fixed Price Deliverables, which includes the cost to build the Core Functions. The Fixed Price Bid is not subject to change, regardless of the number of hours the Contractor takes to complete the Fixed Price Deliverables.

The Fixed Price Bid does not include the cost to 1) build the Additional Functionality identified during the Enterprise Assessment , and 2) Additional Deliverables. Rather, such tasks/deliverables will be carried out at flat hourly rate as submitted by the Contractor in its Financial Proposal (the "Hourly Rate").

1.4.2. Contract Term

The Contract will be for a term of five (5) years ("Base Contract Term"). In the event that the OMH Vista Solution and all other Deliverables have not been fully completed, accepted and implemented during the Base Contract Term, OMH may elect to renew the Contract for up to two successive one year periods solely for that purpose ("Base Contract Renewal"). Upon completion, acceptance and implementation of the OMH Vista Solution and all other Deliverables, OMH may elect to renew the Contract for one five year period (the "Maintenance and Support Term") to perform required maintenance and support services at a reasonable price to be negotiated between the parties.

1.4.3. Multi-Agency Use/Piggyback

Pursuant to Article Eleven, § 163 (10) (e) of the New York State Finance Law, the Contract entered into pursuant to an award resulting from this RFP shall contain a provision which grants the option to extend the terms and conditions of such Contract to any other New York State agency.

1.5. RELATED PROCUREMENTS

1.5.1. Independent Validation and Verification

The OMH will acquire, through a competitive RFP process, the services of a separate vendor to provide Independent Validation and Verification (IV&V) services. The IV&V vendor will assist in providing program management and quality assurance services during the Project. The IV&V vendor will assist OMH during User Acceptance Testing to determine whether Deliverables are acceptable, and thus, eligible for payment. Any Bidder that is awarded the OMH EMR Contract #C009999 must withdraw their IV&V Bid if they have submitted one.

1.6. WRITTEN QUESTIONS

All questions regarding this RFP must be submitted in writing via [Survey Monkey](#) by the dates defined in the [Section 7.2 Event Dates](#).

Written questions submitted prior to attendance at the Mandatory Pre-Bid conference must be limited to non-technical and non-system functionality topics. The e-mail address for the sole point of contact for this RFP is: EMR-RFP@omh.ny.gov. Responses to the questions will be posted on OMH's website.

1.7. PRE-BID CONFERENCE

A two-day **mandatory** Pre-Bid conference is scheduled for Monday, February 6th and Tuesday, February 7th, 2012. This will be held at the Central Office, 44 Holland Ave Albany NY 12229. As part of the Pre-Bid conference, OMH will provide Bidders with an explanation of certain existing OMH work and data flows and business processes related to the agency's current patient record systems. OMH's demonstration will include an overview of:

- MHARS – the Mental Health Automated Record System;
- McKesson Meds Manager;
- Cerner Millennium 2007.14;

Interested Bidders are to sign in at the guard's station at the main entrance. Please allow sufficient time for parking and building entry as the conference will begin promptly at the times indicated.

To register for the mandatory Pre-Bid conference, complete and send Attachment A: **Pre-Bid Conference Registration Form**, to the EMR mailbox no later than **Monday, January 23rd, 2012**.

2. OMH Systems Background

2.1. GOALS OF THE CENTER FOR INFORMATION TECHNOLOGY (CIT)

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

The CIT provides:

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

2.2. OMH PATIENT SYSTEMS

2.2.1. Current Environment Overview

The OMH Patient Systems portfolio consists of fifteen (15) application areas in which patient information is maintained (see: [Exhibit 3 – Migration Data Requirements](#)). These areas include patient records, pharmacy, laboratory, open/dental, infection control, incident reporting, safety blotter and complaint management. The following applications, which are the primary data collection and Medical Record systems used by the OMH, support these areas as described below ("Patient Systems"). These areas are primarily responsible for various aspects of a patient's Medical Record and the operation of those systems electronically supports the day to day operations of all 25 OMH Facilities. OMH's Patient Systems unit, within the CIT, supports over 3,500 end users of these applications at various levels of use.

2.2.2. Application Portfolio

2.2.2.1. PSYCHIATRIC SERVICES AND CLINICAL KNOWLEDGE ENHANCEMENT SYSTEM (PSYCKES)

PSYCKES is an interactive, computerized, decision support system that supports cost-conscious, guideline-driven, quality improvement in the OMH State psychiatric hospitals. This Web-based system has customized views for clinicians, supervisors, and administrators so that users can examine clinical and fiscal quality indicators at the patient, clinician, ward, Facility, and statewide level. The clinical quality indicators flag prescribing practices that deviate from evidence-based practices, such as high doses, long trials, inappropriate poly-pharmacy, suboptimal Clozapine utilization, and too-frequent dispensing of drugs. The fiscal indicators identify the potential cost savings from improved guideline compliance. PSYCKES contains custom reports and timeline graphs for clinicians that let them quickly identify opportunities for improvement in the care of

their patients. Since all of the reports are hyperlinked, administrators and supervisors can easily identify outlier Facilities, and drill down to examine clinicians, wards and even individual patients whose treatment may warrant review.

2.2.2.2. CHILD AND ADULT INTEGRATED REPORTING SYSTEM (CAIRS)

CAIRS is the data collection and reporting system used by the OMH non-state mental health providers to monitor and evaluate mental health Services provided to children and high-risk individuals in New York State. It gives mental health providers the ability to track ongoing services through recording and reporting referral, admission, follow-up, assessment, and discharge data, as well as the ability to access client history through the transfer of historical provider data. CAIRS also provides management information tools and Single Point of Access (“SPOA”) functionality to local government units and local mental health programs, allowing them to refer high-risk clients to priority mental health Services. Its coordination modules include individual service plans, assessment instruments, and performance indicators.

CAIRS is a Web-based application with user-friendly screens and navigation. Data entry is minimized through pull-down lists and retrieval of previously entered data. CAIRS software includes utilities to import data from other systems (e.g., Provider MIS), export data to other systems (e.g., Provider MIS, OMH Data mart), and ad hoc data download to select a subset of information for analysis. CAIRS interfaces with other systems, including the OMH Data Warehouse and OMH Provider Databases-CONCERTS and the New Incident Management Reporting System (NIMRS) (both of which are described below). The online reporting capability allows for easy submission of information and provides immediate, up-to-date information for agency and OMH analysis. CAIRS conforms to CITER-IT hardware and security requirements. RSA tokens are used for authentication by staff.

Currently over 2,600 users from over 1,100 Program units are reporting. Also, three local governmental units are using CAIRS for their SPOA systems in addition to approximately 20 other local governmental units in varying stages of testing and implementation.

2.2.2.3. CERTIFICATE OF NEED/CERTIFICATION SYSTEM (CONCERTS)

The CONCERT system tracks the OMH provider (agency, Facility, unit/Site) and Program demographics. It serves as the provider/Program universe for many OMH applications, including CAIRS, PARTS, NIMRS, ALFS, various patient data systems and ARS. CONCERT provides the capability for the OMH standards compliance analysts to record commendations and deficiencies for performance measures during certification visits and generates form letters. It also monitors bed counts and capacities.

2.2.2.4. DEPARTMENT OF MENTAL HYGIENE INFORMATION SYSTEM (DMHIS)

The DMHIS application is a mainframe based legacy Electronic Medical Record System used to support limited operation at the state hospitals and will be phased out for any operational clinical system use by 2011. This system continues to serve as the primary interface to all of the billing systems that are used by the OMH. It has been replaced by MHARS and has been disabled for data entry by any of the hospital-based users. All MHARS data (excluding patient assessments) that is captured is transferred to DMHIS in support of a variety of functions on a daily basis.

2.2.2.5. MENTAL HEALTH AUTOMATED RECORD SYSTEM (MHARS)

Designed for use in all inpatient and outpatient OMH Programs, MHARS is an Electronic Medical Record (EMR) that incorporates all required OMH Medical Record data elements. With support from CIT, a multidisciplinary clinical team developed the computer application with the goal of developing an Electronic Medical Record to be a time saving device for clinicians, enhance accountability, and provide a convenient and timely way to incorporate changing best practices and accreditation requirements into the Medical Record. MHARS is a three-tier client/server application using Microsoft Visual Basic (VB6), Microsoft Transaction Server (MTS), and Oracle 10G as the Database Management System (DBMS).

MHARS provides on line, real time access to clinical information, including historical diagnosis, progress notes, various assessments, treatment plans, evaluations, referrals, and medications. It also can provide data and reports to measure performance outcomes, improve care, maintain high completeness levels for Medical Records documentation, integrate best clinical practice guidelines, support clinical research, enhance mental health education, and inform the public about mental health policy. The application was designed to meet privacy needs per the Health Insurance Portability and Accountability Act of 1996 ('HIPAA'), link to other data systems, and meet rigorous billing requirements. The MHARS application meets the requirements of The Joint Commission ('TJC') and the Health Care Financing Administration (HCFA). Please see Exhibit 14 – MHARS Forms.

2.2.2.6. CONSOLIDATED OUTPATIENT BILLING SYSTEM (COBS) AND UNIFORM BILLING SYSTEM (UBS)

The OMH currently bills Medicaid, Medicare, Third Party and Private Party insurers using two mainframe COBOL systems, COBS for Outpatient billing and UBS for Inpatient billing. Census data that tracks inpatient stays and Services data that records billable Direct Services are exported to these systems through DMHIS and MHARS. Once patient movements and Services are captured within the new OMH EMR, any data necessary to bill will be required to interface with these systems.

2.2.2.7. NEW YORK STATE INCIDENT MANAGEMENT AND REPORTING SYSTEM™ (NIMRS™)

NIMRS is an application used by Facilities and local mental health providers across NYS to report incidents to the OMH and the Commission on Quality of Care and Advocacy for Persons with Disabilities ("CQC") and it serves as a complete incident management information system. Through the NIMRS system, the 26 OMH hospitals and over 2000 local providers can electronically enter all incidents that occur at their Facility, including those that must be reported immediately to the OMH or other agencies, as well as those that are not required to be reported outside the Facility. NIMRS enables the Facilities to document subsequent steps in incident management, and to aggregate incident data and identify patterns or trends for all entered incidents.

2.2.2.8. PATIENT CHARACTERISTICS SURVEY (PCS)

The OMH derives its estimates of the number of people served annually by the public mental health system from its Patient Characteristics Survey (PCS). The PCS, which is administered every other year, gathers information about the demographic and clinical characteristics of persons receiving mental health Services in Programs operated, funded, or certified by the OMH

during a one-week period. The one-week data are then used to estimate the total number of people served annually and their characteristics. The OMH uses estimates rather than actual counts because the variety of administrative data systems used today in the public mental health system does not allow a complete enumeration across all service sectors of the number of persons served.

2.2.2.9. CERNER

The Cerner laboratory system is used by the OMH Central Laboratory located on the grounds of Rockland Psychiatric Center. It executes on an enterprise application server using highly scalable three-tiered client server architecture and uses an Oracle relational database system sited on an IBM AIX server. The application system interfaces with the MHARS and Horizon Meds Manager (McKesson) information systems (described below) and meets the HIPAA requirements outlined by the OMH. The OMH lab functions as a single integrated Facility and processes cytology, general laboratory, and microbiology testing for all OMH Facilities. The laboratory application is provided by Contract through the Cerner Lab Corporation and is installed and operated jointly by CIT and all OMH State psychiatric hospitals with a central processing station.

2.2.2.10. OPEN DENTAL

Open Dental supports the dental practices located at each of the OMH's State psychiatric hospitals. This system is a complete office-based system that allows the dentists who service our patients the ability to maintain an electronic record for the patient. This system is currently installed at all OMH hospitals. Interfaces to MHARS and Meds-Manager are part of this application.

2.2.2.11. INFECTION CONTROL

Infection Control records, monitors, and reports all infection control and immunization issues for the OMH. The system is provided by Wescom, a Canadian company. This application is used daily by nursing and clinical staff to record infections and immunizations for both the hospital staff and the patients serviced by the OMH. Health Services provides training and support to the users and CIT supports the technical environment.

2.2.2.12. HORIZON MEDS MANAGER (MCKESSON)

Meds Manager supports the pharmacies located at each of the OMH's State psychiatric hospitals. This system allows each hospital to record the physician orders for each patient and provide for the daily delivery of medications to the patient population. This system is scheduled to be replaced as part of the Track 1 Base Vista Solution Implementation. In addition to standard pharmacy activities, this system interfaces with the Cerner Lab and MHARS systems. Currently, data is shared between Cerner and McKesson to report lab results pertinent to the pharmacy. The OMH also maintains automated dispensing machines at several of the hospitals to support medication dispensing. The current Contractor and model is Talyst AutoPack JVM-350-SL. See Exhibit 15 – Pharmacy Data/Functional Requirements

2.2.2.13. SAFETY BLOTTER

The Electronic Safety Blotter system is a web-based application using Microsoft Visual Basic .net, Microsoft Transaction Server (MTS), and Oracle 10G as the Database Management System (DBMS). It is designed to replace the blotter books in the Security Office areas of the Facilities. Each Safety Officer in a Facility has access to the Safety Blotter based on his or her role: Officer, Sergeant, and Chief. Events are entered in the Blotter by the Safety Officer on duty. Blotter reports can be run for any day by selecting the 'from and to' calendar dates. There are currently six Facilities using the Safety Blotter system in Production.

2.2.2.14. COMPLAINT MANAGEMENT

The Everest Complaint Management System is a Contractor supplied web-based application. The system is provided by Lynk Software of Phoenix, AZ. This application is used daily by Central Office and Field Office staff to record and track patient complaints and resolutions. Bureau of Quality Services provides training and support to the users and CIT supports the technical environment.

2.2.2.15. LEGALLY ORIENTED FORENSIC TRACKING SYSTEM (LOFTS)

LOFTS is a web-based application used by the OMH's Division of Forensic Services (DFS) staff for viewing, updating, and tracking information regarding forensic patients who are committed to OMH Facilities under NYS Criminal Procedure Law regarding individuals found Not Guilty by Reason of Insanity.

2.2.2.16. SEX OFFENDER MANAGEMENT SYSTEM (SOMS)

SOMS is a web-based application used by Bureau of Sex Offender Evaluation and Treatment staff in DFS and other identified mental health staff for viewing, updating, and tracking information regarding Respondents referred under the Sex Offender Management and Treatment Act (SOMTA).

2.3. INFORMATION TECHNOLOGY PLATFORM

2.3.1. OMH Statewide Computing Environment

The OMH has a diverse and robust computing environment built on the high availability requirements of a 24x7 operation. There are over one hundred (100) Novell NetWare clustered servers supporting file and print Services and office automation/email (GroupWise). The Novell servers are located at Central Office and at the twenty-six (26) Facilities and five (5) field offices throughout the State. There are over two hundred (200) physical and virtual Windows 2003 and 2008 servers used as web servers, Citrix XenApp servers for remote access, authentication and Service providers, and applications servers for COM and .Net applications. Redundancy and load sharing across application servers is supported using F5 Directors. There are four Hewlett Packard (HP) 8400 UX systems supporting the Oracle Data Base Management System V9i and 10g for patient/administrative systems and Data Warehousing. Two IBM P series servers running AIX support the Cerner Labs application. Multiple Red Hat and SUSE Linux servers support

diverse 3rd party applications such as Oracle Portal and the physical security system for Facilities. Data for the Oracle systems is stored on multiple IBM 8100 Storage Area Network enclosures with full redundancy. The OMH has over 12,000 personal computers installed throughout the agency, with P5 processors running Windows XP Pro and a minimum of 512M of RAM.

The OMH maintains a secondary computing center where critical servers and data storage arrays are replicated for critical application continuity in the event of a disaster at the primary data center. Functions replicated include Oracle database, email services, selected application servers, and authentication services.

2.3.2. OMH Communications Network

The OMH Telecommunications Network connects all OMH locations (as described in Section [1.1 EMR Project Overview](#)) as with a variety of point-to-point, Ethernet and broadband cable technologies to create a common wide area network (WAN). The OMH has standardized on TCP/IP as the network protocol. Psychiatric Centers are large, campus-like settings comprised of multiple buildings linked together primarily by 1Gb fiber optic cable. VLANs are used to provide subnets and security zones at Psychiatric Centers. Psychiatric centers are routed to the Central Office in Albany over T1, two multi-linked T1's or 10Mb Ethernet ePort. Most WAN Services are provided by the NYeNet. Outpatient Clinics and MHU's utilize T1 or broadband virtual private network (VPN) to route to a nearby psychiatric center or directly back to the Central Office. Backup ISDN PRI (T1) circuits are installed at psychiatric centers. The ISDN will "call home" if the primary path is not available. Redundant network components are maintained at the Central Office location for the WAN and Internet Service.

3. Mandatory Contractor Requirements

3.1. CONTRACTOR ELIGIBILITY

To be eligible for consideration of Contract award, the Bidder must include the following with the proposal on [Attachment S1: Mandatory Qualifications Detail Forms - Firm](#).

- Document and demonstrate that your firm has at least **five years** experience in implementing a VistA-based EMR Solution at multiple facilities within a single hospital entity or state agency. List dates, facilities, implementation roles and other information in Attachment S: Mandatory Qualifications Detail Forms.
- Demonstrate **five years** worth of experience and capability in using commonly accepted project management best practices to successfully manage and implement a multi-facility EMR Project. Identify the project management methodology used, and dates and locations where applied.
- Provide dates and examples of **five year's** worth of experience in using the firm's clinical and nursing expertise to drive process reengineering and training.
- Demonstrate a minimum of **five years** experience, and technical capability in software design, development, testing, configuration, customization, and integration with third party software to solve business problems and meet business needs.

The following Mandatory Requirements relate to the Firm's historical relationship with the VA's FOIA office and must be addressed in the Executive Summary portion of the Technical Response. (see: [7.4.1 How Technical Proposals are to be Prepared](#))

- Demonstrate a relationship with the VA FOIA office to ensure that all future plans, software development, corrections and modifications to VistA by the VA will be immediately available to the OMH.
- The Contractor's proposal must include its plans for migration and deployment of a web-based product when it is available from the VA. The Contractor must include a description of its approach/strategy to embrace future developments, e.g. the new VA online Open Source community and the VA's move to a more open, modular structure for VA VistA.

On [Attachment Q: Project Abstract Form](#), (to be returned with the Technical Proposal), the Contractor must provide a minimum of two (2) project references, plus one project reference **for each proposed Subcontractor**, from work within the previous three (3) years. Prime Contractors may use Subcontractor's experience to meet mandatory minimum requirements.

3.2. KEY STAFF

Required Key Staff for the Project include Contractor's:

- Project Manager
- Technical Solutions Architect
- Clinical Solutions Architect
- Implementation/Training Manager
- Lead Business Analyst
- Lead Pharmacy Expert

The Bidder/Contractor will inform the OMH in writing of the name(s) of any individual(s) who will provide any Service under the resulting Contract who has not been off the New York State payroll for a minimum of two years from the start date of the resulting Contract. The Bidder/Contractor must notify the OMH of such individual(s) prior to the start of the Contract or prior to that individual(s) providing any Service in accordance with resulting Contract.

The Contractor shall provide the following certification:

"[Name of the Contractor] certifies that each individual proposed as Key Staff is available for performance of this Contract."

OMH will interview the Project Manager, Technical Solutions Architect, Clinical Solutions Architect, Implementation/Training Lead, Lead Business Analyst and Pharmacy Lead/Expert as part of the RFP evaluation process (see Section 7 of the RFP).

3.2.1. Contingent Hires

If Key Staff are not currently in the employment of the Contractor, a written agreement from the potential employee to work on the Project shall be submitted as part of the Contractor's Technical Proposal as [ATTACHMENT P: \[Team Name\] Project Team Staffing Roster](#).

3.2.2. Retention Policy

The Contractor shall also clearly describe their plan for retention of Key Staff throughout the Project.

3.2.3. Replacement of Key Staff

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

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

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

3.2.4. Agile Software Development Methodology

The OMH desires that Project Manager, Technical Solutions Architect and Clinical Solutions Architect) have experience with an Agile Software Development Methodology and are prepared to direct the development of OMH EMR custom software (defined as any EMR functions that the OMH requires that are not present in the Contractor's As-Is Vista Solution or any third-party software to be integrated) according to this methodology. OMH will review and approve the vendor's Agile Software Development Methodology. In the event that the Contractor's Key Staff identified in this paragraph do not have experience with the Agile Software Development Methodology, they are expected to develop and manage the development of OMH EMR custom software per OMH-prescribed Agile software development methodologies.

3.2.5. Project Manager

3.2.5.1. DESCRIPTION

The Contractor Project Manager (PM) will work under the direction of the Contractor and will report to the OMH Center for Information Technology EMR Project Manager. The Contractor Project Manager will be responsible for overall management of the EMR Project and the successful on-time completion of the project. This position will manage the phased migration to the VistA based EMR for up to twenty six (26) OMH Facilities and associated Outpatient Locations over the period of performance. The project manager shall manage a large professional team in an environment of business change. The ideal candidate is a certified Project Management Professional (PMP) in good standing with the Project Management Institute (PMI), with experience in the health care and software development field. The candidate shall exhibit excellent written and verbal communication and presentation skills. The successful candidate will be expected to act as a liaison between the Contractor team and the OMH EMR Project Team, and related OMH Facility representatives. The successful candidate will have experience with, detailed knowledge of, and a willingness to manage software development efforts according to an Agile Software Development Methodology.

3.2.5.2. RESPONSIBILITIES

- Collaborate with OMH EMR Project Team and EMR Steering Committee and provide status of project component of the EMR Project at scheduled meetings
- Develop and implement the overall Project Management Plan (Deliverable 3) and Schedule (Deliverable 4) to track milestones and Deliverables of project.

- Document VistA customization and configuration activities including software modification, development, deployment, support, and related policies and procedures to support patient care needs and Services. (see: [4.11 Timeline and Description of EMR Project Deliverables](#))
- Manage and resolve competing demands, project schedules, quality, Scope, and budget; as well as continually monitor project activities against the OMH's primary goals and objectives to ensure they are consistently being met.
- Manage EMR Project budget and expenditures.
- Develop, track and manage a Risk/Issues Log (Deliverable 5) to ensure delivery of a VistA based EMR that is acceptable to the stakeholders and the project sponsor that is within budget, Scope, time and quality standards.
- Meet with the OMH executive management to provide Review Materials (Deliverable 12) and status updates on project progress, and report any issues that arise.
- Communicate and provide weekly status updates to the OMH regarding project progress to ensure contractual obligations are being fulfilled and provide Weekly Status Meeting Notes (Deliverable 8).
- Manage, in conjunction with the Director of Application Services, the relations between CIT technical staff, applications development staff, and consultants or subject matter experts.
- Develop metrics to analyze project performance including cost, schedule, milestones and risk as part of PMP.
- Plan and construct project-related analysis sessions such as Preliminary, Critical and Production reviews. (Deliverables 20, 21 and 22).
- Coordinate installation, administration and the testing of hardware and software as needed.

3.2.5.3. **MANDATORY QUALIFICATIONS**

See: [Attachment S: Mandatory Qualifications Detail Forms](#) (Contractor Project Manager)

If the following Mandatory Qualifications are not met, the Contractor will be disqualified from bidding:

10 years experience in electronic patient record systems including, but not limited to information systems that relate to patient clinical, pharmacology and quality improvement indicators.

5 years experience, at a minimum, in the following:

- Project Management in a large multi hospital health care environment.
- Software development and organizational responsibility that utilized the VistA electronic health record.
- Business analysis models, including documentation of work flow utilizing Unified Modeling Language (UML), use cases or other business modeling methodologies.
- Managing shared resources project with staff from multiple organizations and experience in successfully resolving conflicts and dealing with shifting priorities.

Other:

- Formal training in project management or certification (PMP certification) using PMI standards.
- Bachelor's Degree. Preference in Information Systems, Computer Programming or other similar field.
- Knowledge of technical architecture, data base administration and software development lifecycle.

- Proficiency in Word, Excel, PowerPoint, Microsoft Project, Microsoft Visio and Adobe Acrobat.
- Superior English language written and verbal skills.
- Experience with an Agile Software Development methodology and a willingness to develop and manage the development of OMH EMR custom software per OMH-prescribed Agile software development methodologies

3.2.6. Technical Solutions Architect

3.2.6.1. DESCRIPTION

This Technical Solutions Architect will report to the Contractor PM and is the lead technical role in the Contractor team. S/he will work collaboratively with the OMH Technical Department Program Manager and OMH Center for Information Technology staff. This position is primarily responsible for coordinating the planning, installation and configuration of the VistA system for the OMH. This position is responsible for the infrastructure of the system, including the network and database, desktop & related peripherals and software infrastructure. In addition, the person in this role will be responsible for recommending and assisting in the development of strategies to create new and maintain existing OMH data interfaces to the VistA system. The successful candidate will have experience with, detailed knowledge of, or a willingness to manage software development efforts according to the Agile Software Development Methodology.

3.2.6.2. RESPONSIBILITIES

- Support the Contractor Project Manager from the technical perspective in status meetings with OMH EMR Steering Committee and OMH EMR Project Team as directed by the Contractor PM.
- Support the OMH EMR Project Team and EMR Steering Committee and represent the technical component of the EMR Project at scheduled meetings as directed by the Contractor PM.
- Evaluate existing OMH network and proposed OMH EMR system design and provide recommendations on the most effective approach to installing, configuring and implementing the EMR at the OMH Central Office and the associated Facility locations.
- Evaluate and provide recommendations for network, systems, peripherals and software at the OMH Central Office and associated Facility locations.
- Co-ordinate the technical knowledge transfer of the EMR architecture and applications to appropriate OMH staff.

3.2.6.3. MANDATORY QUALIFICATIONS

See: [Attachment S: Mandatory Qualifications Detail Forms](#) (Contractor Technical Solutions Architect)

10 years experience in computer systems and/or network management.

5 years experience, at a minimum, in the following

- Technical team management.
- Infrastructure design.
- Technical architecture documentation, including network and systems diagrams.
- Management of the technological aspects of VistA.

Other:

- Knowledge of technical architecture, data base administration and software development lifecycle.
- Extensive working knowledge of the VistA foundation modules (Kernel, Fileman, Mailman, Patch Module, etc.), CACHE and the MUMPS programming language.
- Customer service skills for working with the OMH Executive Team, and various levels of the OMH CIT and Facility staff.
- Proficiency in Word, Excel, PowerPoint, Microsoft Project, Microsoft Visio and Adobe Acrobat.
- Excellent English written and oral presentation skills and knowledge of organizational communication.
- Subject matter expertise in computer security guidelines and tools related to VistA.
- Experience with an Agile Software Development methodology and a willingness to develop and manage the development of OMH EMR custom software per OMH-prescribed agile software development methodologies

3.2.7. Clinical Solutions Architect

3.2.7.1. DESCRIPTION

This position will report to the Contractor PM and is responsible for the overall development of VistA business solutions for clinical practice for the OMH EMR initiative using the VistA EMR. This position will be responsible for leading the collaborative assessment, design and configuration for all clinical end user interfaces and customization of the Computerized Patient Record System ('CPRS'), BCMA, and other VistA clinical modules for the OMH. The successful candidate will have experience with, detailed knowledge of, or a willingness to manage software development efforts according to the Agile Software Development Methodology.

3.2.7.2. RESPONSIBILITIES

- Support the PM from the clinical perspective with the OMH EMR Steering Committee and the OMH EMR Project Team meetings as directed by the Contractor PM.
- Evaluate clinical workflows and systems requirements and provide recommendations about the use, configuration, customization and templates required for best practices for the OMH.
- Manage the Contractor Clinical Solution Support team and assure adequate support for configuration, development, deployment, and support.
- Provide recommendations to the OMH EMR Steering Committee and the OMH EMR Project Team on best practices for standardizing the documentation of clinical care processes that affect configuration and deployment of the VistA system.
- Responsible for VistA customization and configuration activities including software modification, development, deployment, support, and related policies and procedures as it relates to supporting patient care needs and Services.

- Work closely with the OMH EMR Steering Committee and/or Facility clinical liaisons to ensure successful resolution of issues and concerns related to VistA clinical components.

3.2.7.3. MANDATORY QUALIFICATIONS

See: [Attachment S: Mandatory Qualifications Detail Forms](#) (Contractor Clinical Solutions Architect)

10 years experience in electronic patient record systems including, but not limited to information systems that relate to patient clinical, pharmacology and quality improvement indicators.

A minimum of 5 years experience in the following:

- Conversion of an enterprise health care organization to an EMR system.
- A multi-hospital Implementation of a VistA based Electronic Medical Record Systems including the management of system documentation, training, and support.
- Work in a health care environment where patient care was electronically documented.

Other:

- Superior English written and oral communication skills.
- Proficiency in Word, Excel, PowerPoint, Microsoft Project, Microsoft Visio and Adobe Acrobat
- Medical Degree (MD, RN, or other).
- Knowledge of relevant standards of TJC and other healthcare accrediting bodies, and best practices for professional practice standards and documentation.
- Experience with an Agile Software Development methodology and a willingness to develop and manage the development of OMH EMR custom software per OMH-prescribed agile software development methodologies

3.2.8. Implementation/Training Manager

3.2.8.1. DESCRIPTION

The lead Implementation/Training Manager will report to the Contractor PM and will be responsible for managing all Phases of software Implementation; including education and training material development, scheduling of training classes, classroom and individual user training, and go live Implementation and Training support of the VistA System. The individual will act as the primary contact for the Site during the pre-Implementation, On-Site Implementation and post-Implementation review and will have responsibility to maintain communication to multiple resources within the NYS OMH information technology group. In most cases, the Implementation/Training manager will work closely with the CIT training resources and will require a high degree of technical aptitude and thorough understanding of the VistA systems and general computing environment including networks. The candidate will be responsible for managing all training and education aspects including resolution of training issues, reporting back through the Contractor PM to the EMR Project Team and EMR Steering Committee on successes, and providing recommendations for local training follow up needs post-Implementation.

3.2.8.2. RESPONSIBILITIES

- Function as the primary training and Implementation resource.
- Coordinate and participate in the assessment of the training needs of each OMH Facility.
- Design and build a customized VistA training curriculum for the OMH needs, including a combination of On-Site training, follow-up training, go-live assistance and Computer Based Training for new employees and refresher courses for all employees.
- Coordinate all activities related to Implementation and facilitate communication between the key participants.
- Develop and schedule timelines for the training and Implementation aspects of the project; then consistently deliver milestones that meet those timelines.
- Travel On-Site as needed to assist with various project Deliverables.
- Manage the development or modification of training materials and documentations, including on-line manuals, and workflow documentation to meet the OMH needs.
- Manage multiple parallel Implementation Phases.
- Effectively communicate with all levels of the OMH organization.
- Manage the development of information systems training documentation, procedure manuals and on line documentation for Facility users.
- Assist in the development of technical training documents for IT staff.

3.2.8.3. MANDATORY QUALIFICATIONS

See: [Attachment S: Mandatory Qualifications Detail Forms](#) (Contractor Implementation/Training Manager)

5 or more years experience in:

- Organizing and managing training for health care organizations.
- Implementation of health care systems in a multi hospital environment.

3 or more years of experience with:

- VistA system with previous experience training and Implementation for this application.
- A health care environment in an IT related field.

Other:

- Proficiency in Word, Excel, PowerPoint, Microsoft Project, Microsoft Visio and Adobe Acrobat.
- Bachelors of Science. Preference in Education, Information Systems, Computer Programming or other similar field.
- Superior English written and oral communication skills.

3.2.9. Lead Business Analyst

3.2.9.1. DESCRIPTION

The Lead Business Analyst will report to the Contractor PM and will conduct business analysis, requirements analysis and validation, requirements gathering, user communications and have a role in the future design, acquisition, configuration, and Implementation of the VistA Implementation at the NYS OMH. Under the direction of the Contractor EMR PM, this individual will perform the following Tasks:

3.2.9.2. RESPONSIBILITIES

- Review, analyze and document business practices and requirements related to existing or proposed information systems.
- Review and document business rules that must be incorporated into the VistA EMR system.
- Develop data test protocols, including test plans, test conditions and validation testing. Test systems functionality and document test results.
- Perform preliminary analysis about costs, benefits, risks and feasibility of design and Implementation of proposed systems.
- Assist with the coordination and delivery of training to the OMH development and QA testing staff.
- Evaluate Implementation strategies and document issues requiring resolution after a technology system has been implemented (post Implementation resolution).
- Document the OMH business practices by reviewing agency and Program goals and objectives, work flow, data input and output, data content and any external considerations.
- Research and gather Business Requirements by interviews, surveys and review documentation of OMH's current EMR and the "to-be" OMH EMR.
- Create documents describing business flow and function using flow charts and data/process models describing these business functions.
- Coordinate and record stakeholder meetings regarding system planning, Implementation or issue resolution.

3.2.9.3. MANDATORY QUALIFICATIONS

See: [Attachment S: Mandatory Qualifications Detail Forms](#) (Contractor Lead Business Analyst)

A minimum of 5 years experience with the following:

- Business analysis including as-is and to-be system functionality and analysis.
- Experience with VistA-based EMR systems.
- Business case documentation, including use case documentation including the documentation of business flow using UML tools or related methodologies to provide documentation.
- Analyzing and documenting cost benefit analysis.
- Preparing and providing organization wide communications.
- User acceptance testing.

Other:

- Proficiency in Word, Excel, PowerPoint, Microsoft Project, Microsoft Visio and Adobe Acrobat.

- Excellent English written and oral presentation skills.
- Bachelors of Science. Preference in Education, Information Systems, Computer Programming or other similar field.

3.2.10. Lead Pharmacy Expert

3.2.10.1. DESCRIPTION

This position will be responsible for implementing Pharmacy Service functions VistA system at all New York State Office of Mental Health (OMH) Facilities. Specifically, the Pharmacy Lead Expert will manage the data migration and application deployment for Pharmacy functionality. Responsibilities include close coordination of multiple Pharmacy Service functions, and the computer activities that support these functions.

3.2.10.2. RESPONSIBILITIES

- Develop, contribute product knowledge, and integrate OMH feedback into development of the VistA Pharmacy functionality features and functions.
- Work collaboratively with the OMH applications development team to ensure appropriate transfer of knowledge of the pharmacy applications and technical architecture.
- Ensure the incorporation of business and clinical workflows into new product developments.
- Manage the deployment of the VistA Pharmacy Module and Implementation process and ensure that existing pharmacy practices are incorporated as needed.
- Demonstrate pharmacy functionality to the OMH hospital staff as directed by the Contractor PM.
- Plan Phased Pharmacy Implementation and successful transition to the OMH pharmacy and their support teams utilizing industry standard best practice methodologies for Implementation, including incorporation of business and clinical workflow processes.
- Collaborate with the OMH staff to develop support process, policies and procedures including escalation procedures for Pharmacy and may assist with hiring, training, and management of full-time, centralized support team.

3.2.10.3. MANDATORY QUALIFICATIONS

See: [Attachment S: Mandatory Qualifications Detail Forms](#) (Lead Pharmacy Expert)

5 years experience, at a minimum, with the following:

- VistA Pharmacy Module and BCMA software.
- Technical documentation and development of user friendly training and reference materials.

Other:

- Certified Pharmacy Technician, Licensed Pharmacist or Pharmacy Degree.
- Experience in software troubleshooting skills.

- Interpersonal skills and organizational communication for working with internal and external customers.
- Ability to convey the computer program inputs and outputs to others, including analysis of the reports generated.
- Proficiency in Word, Excel, PowerPoint, Microsoft Project, Microsoft Visio and Adobe Acrobat.
- Excellent English written and oral presentation skills.
- Knowledge of TJC and other healthcare accreditation standards, and best practices for professional practice standards and documentation.

4. EMR Project Scope

The Scope of the OMH EMR Project consists of the Deliverables, set forth in **Table 4-1 OMH EMR Project Deliverables**, and an implemented EMR system that meets the Core Functions specified in **Exhibit 17_Requirements_Traceability_Matrix.xlsx**.

The following chart lists the Deliverables to be provided by Contractor. A Deliverable is generally comprised of a series of tasks (Tasks) which are to be performed by the Contractor.

Any Task not specifically stated in the RFP to carry out a Fixed Price Deliverable, but could be reasonably anticipated to accomplish such deliverable, shall be deemed part of the deliverable, and no additional cost shall be attributable to such Tasks.

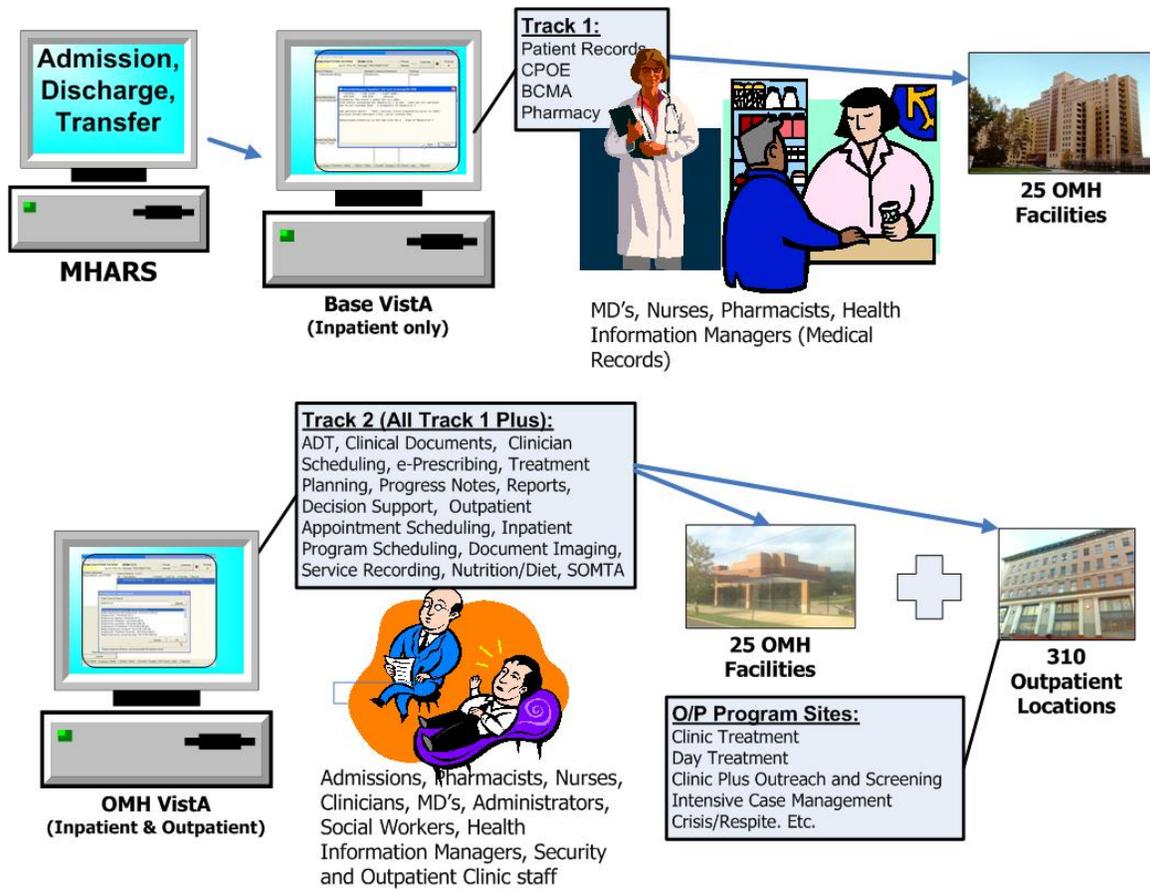
Deliverable Category	Deliverable Number	Deliverable Name
Project Management	1	Kick Off Meeting Presentation
	2	Start-Up Plan/Incoming Transition Plan
	3	Project Management Plan
	4	Schedule for Project
	5	Risk/Issue Log
	6	DELETED
	7	ICD-10 Plan
	8	Weekly Status Meeting Notes
	9	Monthly Progress Report (MPR)
	10	Action Item List
	11	Lessons Learned
	12	Review Materials
Requirements	13	Requirements Traceability Matrix (RTM)
	14	Enterprise Assessment Plan
Design Deliverables	15	Infrastructure Architecture Design (IAD)
	16	User Interface Design (UID)
	17	Data Migration/Interface Design (Track 1)
	18	Full Functionality OMH EMR Design (Track 2)
	19	Reports
	20	Preliminary Design Review (PDR) Meeting Materials
	21	Critical Design Review (CDR) Meeting Materials
	22	Production Review (PR) Meeting Materials
Development Deliverables	23	System Development Plan
	24	Configuration Management (CM) Plan
	25	Release Management Plan (RMP)
	26	Code Documentation and Instructions
Testing Deliverables	27	System & User Test Plan

Deliverable Category	Deliverable Number	Deliverable Name
	28	System & User Test Scenarios
	29	System & User Test Performance Report
	30	System & User Test Results Log
	31	Fix Log
Training Deliverables	32	User Manuals for Hospital Staff
	33	Training Materials (Track 1 - Base Vista and Track 2 - OMH EMR)
	34	Certification Training and Testing Modules
	35	e-Learning Application
	36	Training Plan
	37	Hospital Staff Training Report
Implementation Deliverables	38	Project Implementation Plan (IP)
	39	Pilot Results Reports (Track 1 and 2)
	40	Production Environment Report
	41	Uninstall Plan
	42	Knowledge Transfer User Manual
Maintenance/On-going Support Deliverables	43	Operations and Maintenance (O&M) Plan
	44	Service Level Agreement (Primary & Third Party applications)
	45	System Implementation and Training Support Plan
	46	Software Transition Plan
	47	Help Desk Report
	48	Enhancement Modification Report
	49	Enhancement Request Management Plan
	50	Contingency of Operations Plan
Software Deliverables	51	Base Vista Implementation: CPOE/CPRS/BCMA/Pharmacy
	52	Integration interface/components – Base Vista
	53	OMH EMR Implementation
	54	Integration Interface/Components – OMH EMR
Project Closure Deliverables	55	Outgoing Transition
	56	Final Project Report

4-1 OMH EMR Project Deliverables

The first part of this section describes the three Phases (Project Startup, Implementation, and Ongoing Support and Maintenance) and the two Implementation Tracks that are outlined in *Figure 1-2 EMR Project Phases* in [Section 1.1 EMR Project Overview](#).

Deliverables are listed within each project Phase. To view a detailed description of the Deliverable, see: section [4.11 Timeline and Description of EMR Project Deliverables](#).



4.1. INTRODUCTION

Appropriate office space will be provided as determined by OMH.

The Contractor will be responsible for software installation, customization, configuration, software development, testing, on-going software maintenance and technical support, system pilot, end-user training, and state-wide Implementation of the Base Vista Solution and the OMH EMR at all OMH Locations. The Contractor will be responsible for the OMH staff training in the use and support of the Base Vista Solution and the OMH EMR, as well as the application's administration at all OMH Locations.

All deliverables outlined in this bid have several requirements for completion, including but not limited to planning, design, development, testing, coding, OMH approval, scheduling, execution, routine reporting and close out. The successful bidder will be responsible for completion of all components of the deliverable stated explicitly or implicitly.

4.2. PROPOSED WORK APPROACH

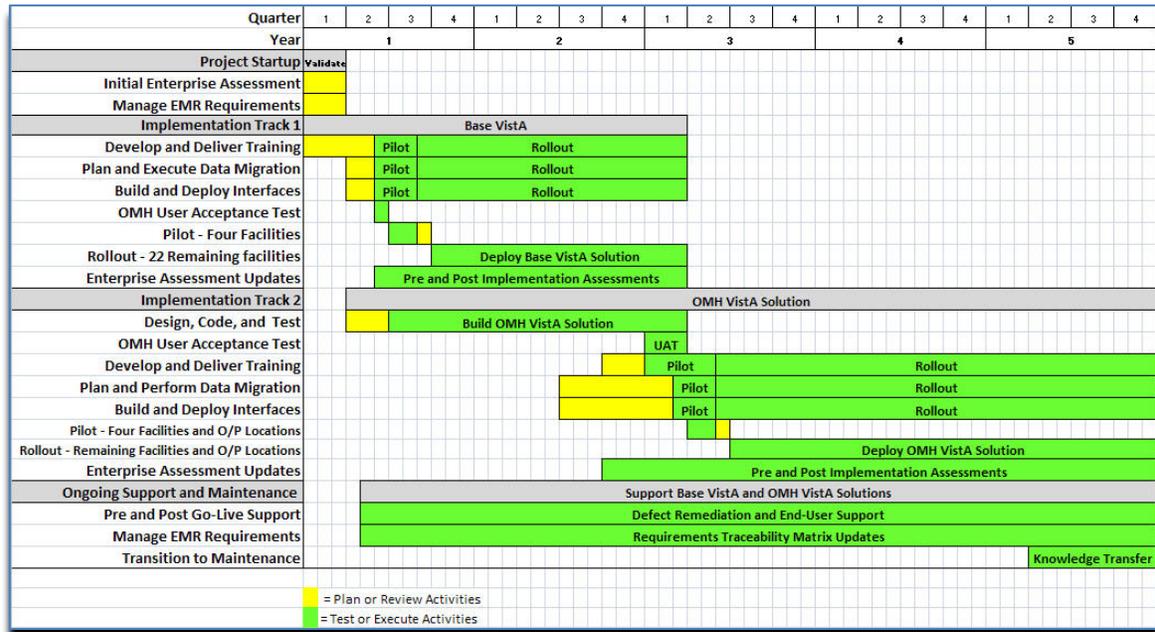


Figure 4-2 Proposed Timeline

The above Figure 4-2 is provided as a suggested guideline for the overall Implementation approach of the OMH EMR. It is not possible to accurately predict the duration of Tasks like Designing and Coding the OMH EMR without knowing how much required functionality is already included in the Bidder's proposed solution. This graphic is merely meant to illustrate certain sequences and dependencies between tasks. The Enterprise Assessment and Support and Maintenance efforts support the Implementation Phase Track 1 and Track 2. OMH User Acceptance Tests must be successfully completed in a QA environment before the first Track 1 and Track 2 Pilot Implementations can proceed.

Breaking large projects into smaller work packages reduces risk, improves cost and schedule estimates, and improves overall chances of success. The OMH envisions a phased approach to EMR Project work to be executed within each of the two Implementation Phase Tracks. Track 1 is the Base VistA Solution Implementation at all OMH Facilities and Central Office and Track 2 is the OMH EMR Implementation at OMH Locations. Each Track contains similar processes, with one major exception: Track 1 includes minimal to no design or development processes as the Base VistA Solution is being implemented largely without modification, although some configuration is to be expected. Track 2 will require a design, development, and testing Phase to be completed before the pilot and rollout sub-phases of the Implementation for Track 2 can begin.

Deliverables listed within the following components of each project phase may be:

- Ongoing, defined as due periodically
- Draft – an early rendering of a future deliverable
- Final – due one time at a project milestone

Refer to section [4.11 Timeline and Description of EMR Project Deliverables](#) .

4.3. PHASE 1: PROJECT STARTUP PHASE

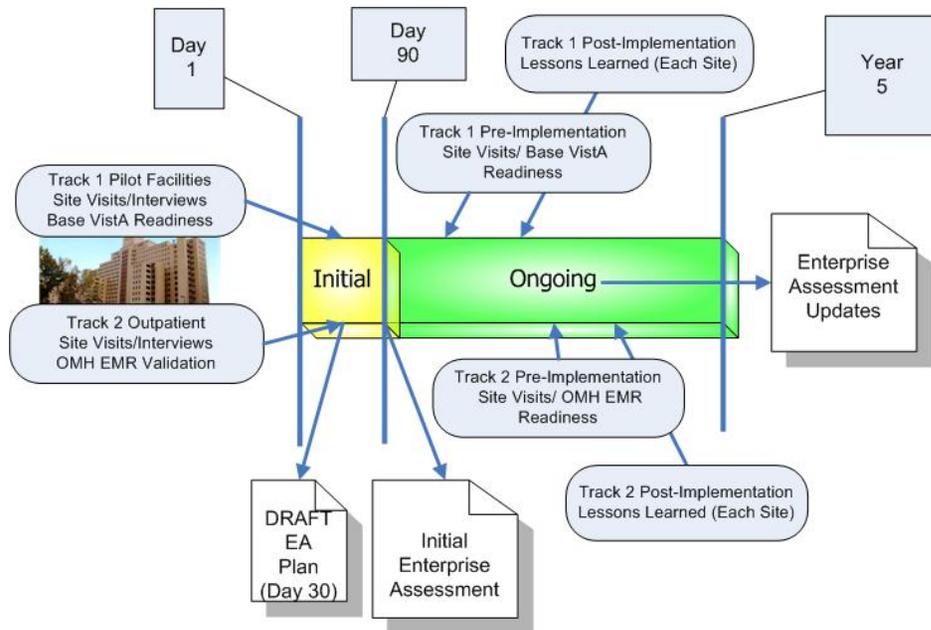
Estimated Schedule: Months 1 through 3 of the Project.

4.3.1. Deliverables

- Deliverable 1 - Kick Off Meeting Presentation
- Deliverable 3 – Project Management Plan
- Deliverable 5 - Risk Issue Log (Initial: 30 days after Contract award, then updated weekly throughout period of performance)
- Deliverable 13 - Requirements Management Plan (Draft)
- Deliverable 14 - Enterprise Assessment Plan - (Initial)
- Deliverable 15 – Infrastructure Architecture Design
- Deliverable 36 - Training Plan (Track 1)
- Deliverable 38 - Project Implementation Plan

4.3.2. Perform Initial Enterprise Assessment

The purpose of the Initial Enterprise Assessment is to initially evaluate an Implementation Site's technical and organizational readiness for the deployment of the Bidder's proposed OMH EMR.



4-3 Initial and Ongoing Enterprise Assessments

The [Enterprise Assessment Plan](#) is a document that will be maintained throughout the life of the project. It must detail the Contractor's methods for evaluating each Implementation Site's technical and functional readiness for a Track 1 or Track 2 pilot or rollout Implementation. It will be updated with Lessons Learned for each Site post-Implementation. The expectation is that, once a certain number of different Facility and Program types have been implemented, a standardized EA process may be utilized, with minor modifications, across the OMH enterprise as a whole, in order to continually improve the EMR Implementation process and ensure that the resulting solution meets all OMH requirements.

The Initial Enterprise Assessment shall take place during months 1 through 3 and focus on:

- the four Facilities selected for the Track 1 Implementation pilot
- a sampling of Outpatient Locations at the four Pilot Facilities to validate the proposed OMH EMR functionality (as known to date) against Clinical and Outpatient Program business processes.

Facility staff that should be interviewed for Enterprise Assessments may include (titles may vary by location):

Title	Suggested Interview Topics
IT Heads	Infrastructure, Security, Architecture, Hardware, Software
Head Pharmacists	Pharmacy, Medical Equipment
Head Laboratory Technicians	Laboratory, Medical Equipment
Medical Directors (Physicians)	Clinical Operations, Medical Equipment,
Clinical Directors (Psychiatrists)	Mental Health Care, Clinical Operations, Clinical Administration
Directors of Nursing	Mental Health Care, Clinical Operations
Directors of Treatment Services	Mental Health Care Processes, Clinical Operations, Clinical Administration
Directors of Social Work Services	Mental Health Care Processes, Clinical Operations, Clinical Administration
Directors of Administrative Services	Revenue Management
Directors of Education/Staff Development	Training and Staff Development
Directors of Quality Management	Quality Standards
Directors of Medical Records	Medical Records Management
Directors of Admissions	ADT Capabilities and Requirements, Clinical Administration, Scheduling
Directors of Rehabilitation Services	Mental Health Care Processes, Clinical Operations, Clinical Administration
Directors of Finance	Revenue Management

Once the project Start-up Phase has been completed, the Initial Enterprise Assessment must be reviewed and accepted before the Implementation Phase can begin. Once the Pilot and Rollout Implementations for Tracks 1 and 2 are underway, Ongoing Enterprise Assessments for each Site, (pre-Implementation Site readiness assessments and post-Implementation lessons learned), shall be added to the Enterprise Assessment Plan.

At the conclusion of the Initial Enterprise Assessment, the OMH EMR Clinical Advisory Team and the Contractor PM will agree on the preliminary system configuration, the [Training Plan](#), and the initial [Project Implementation Plan](#) with specific project milestones, preliminary OMH resource requirements, and a schedule for Track 1 system testing. The draft Enterprise Assessment Plan, based on information gathered at a minimum of one OMH Facility is due 30 days after project work begins. The Initial Enterprise Assessment Plan is due by day 90. Additional milestone updates to the Enterprise Assessment Plan shall be due:

- 30 Days before the first Track 1 Pilot Implementation
- 30 Days before the Track 2 Implementation “Design, Code, Build” sub-phase.

Initial Enterprise Assessment Tasks:

- **The Contractor shall interview staff identified above, at OMH's Central Office, hospital staff at four pilot Sites, and a sampling of Outpatient Locations to:**
 - identify stakeholders for clinical and business process reengineering
 - elicit and document any additional workflow and business processes that were not identified in the Requirements Traceability Matrix
 - validate the Core Functions against the business processes known to date
 - elicit and document any additional business, technical, and functional Requirements that may have been overlooked which may result in a Enhancement Request
 - evaluate and verify the OMH technical infrastructure
 - create and finalize the detailed Implementation Plan (Deliverable 38), and ensure that it fully incorporates all objectives identified by key business owners
 - analyze server and database requirements
 - analyze Network infrastructure (WAN/LAN/Wireless).

4.3.3. Manage EMR Requirements

The OMH requires the Contractor's Lead Business Analyst to lead the effort to manage and communicate the EMR Project's requirements so that all project stakeholders have a shared understanding and agreement of the requirements that the solution shall meet.

There are many types of requirements that define and support the Scope of the EMR Project, but they may be broadly defined as business, functional, and technical requirements. Functional requirements may be further broken down by functional area.

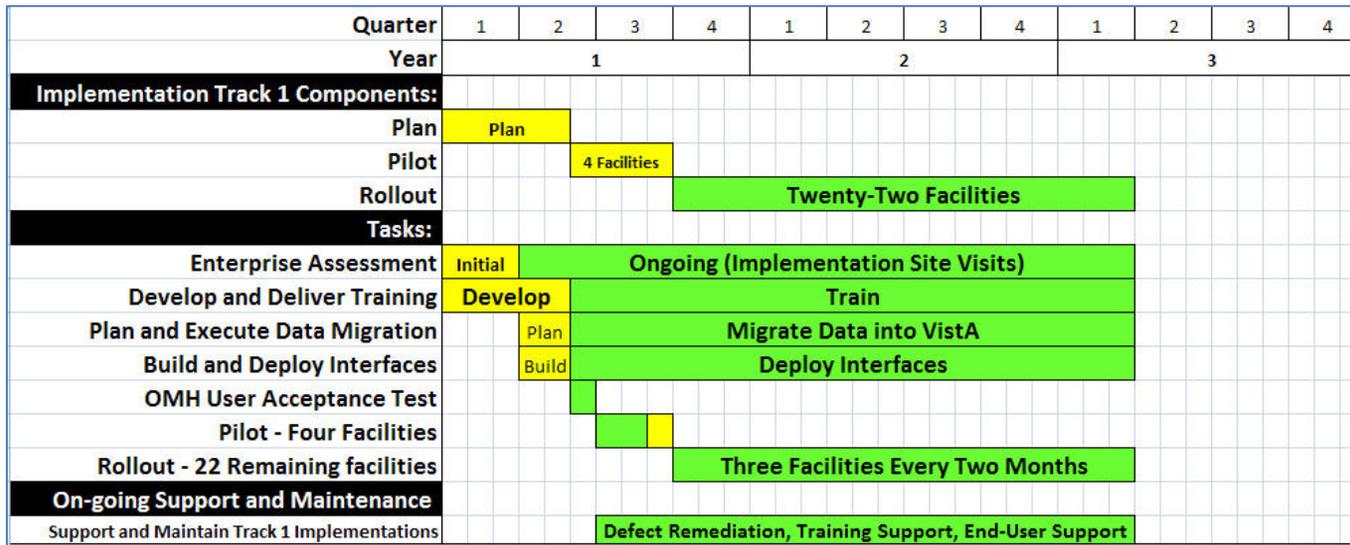
The Core Functions are set forth as Exhibit 17_Requirements Traceability Matrix.

During the Project Startup Phase, the Contractor project team shall:

- validate the Contractor's As Is VistA Solution against the Preliminary Core Functions
- validate system technical requirements, including hardware requirements for the OMH Locations and software requirements for any needed third-party applications
- validate performance requirements, (see: [7.7.8.2.1 Performance Standards](#)) including response time across the various architectural layers
- identify and record the data elements needed for a data warehouse to be used for reporting by OMH Locations. (see: Exhibit 11 _ Master Data Management Initiative Description.doc)

- determine startup requirements, including staffing and training requirements
- define data and system interfacing requirements to link the Base Vista Solution to MHARS and Cerner Lab for the Track 1 Implementation and then additional interfacing between the OMH Patient Systems (see: [OMH Patient Systems](#)) and Vista for the larger Track 2 Implementation.
- define requirements for migrating data from MHARS and Cerner Lab into the Base Vista Solution for the Track 1 Implementation, as well as all additional data migration required for the OMH Vista to function.

4.4. IMPLEMENTATION PHASE – TRACK 1: PLAN COMPONENT



Legend:
 = Plan, Build, Pilot or review activities
 = Deploy & Implement activities

4-4 Implementation Track 1 Timeline

The OMH envisions the Base VistA Solution, consisting of CPOE, BCMA, Pharmacy, and CPRS, to be implemented at the first four Pilot Sites between months 7 through 9 of the Project, followed by a 30 day review period. Once the Pilot Implementation has been completed and accepted by the OMH, the Base VistA Solution shall be implemented at the remaining Facilities at the rate of three Facilities every two months.

It is expected that all necessary interfaces will be in place, all required data migrations will have been performed before Implementation begins at the first pilot site. A successfully completed User Acceptance Test, conducted by OMH in a QA environment available from the OMH Central Office and one or more Pilot sites to be determined, is required before the first pilot Implementation.

Scope: Plan deployment of the Base VistA Solution, for the purpose of:

- providing a selected group of users (including, but not limited to, MDs, Nurses, Pharmacists and Medical Records staff) at four selected pilot Facilities with CPOE, BCMA, Pharmacy, and CPRS functionality. Staff that order medications, process the medication administration, and perform pharmacy functions, will be active in the Base Vista Solution pilot and enterprise-wide rollout. Medical Records staff (Health Information Managers) shall also participate to verify that the ADT data interface from MHARS is functioning correctly.
- replacing the McKesson Meds Manager pharmacy system, which currently supports both Inpatient and Outpatient manual medication order processing, the dispensing process (manual and automated), medication administration (inpatient), inventory management and ordering interfaces, and various reports and reporting requirements generally associated with Pharmacy operations in a hospital.

Training will be provided On-Site at each pharmacy or pharmacy satellite unit prior to Implementation with On-Site support for pharmacy staff available for one week during and after implementation.

4.4.1. Deliverables

Certain Deliverables identified during a project phase are ongoing deliverables, and others are final Deliverables. For more detailed descriptions, see section [4.11 Timeline And Description of EMR Project Deliverables](#) .

- Deliverable 2 - Start-Up Plan/Incoming Transition Plan
- Deliverable 3 – Project Management Plan (Updates)
- Deliverable 4 – Schedule for Program (Baseline schedule due after Initial Enterprise Assessment Plan, then monthly updates)
- Deliverable 5 – Risk/Issue Log
- Deliverable 8 -Weekly Status Meeting Notes
- Deliverable 13 - Requirements Management (execute Plan)
- Deliverable 14 - Enterprise Assessment Plan (Updates)

- Deliverable 17 - Data Migration /Interface Design Document (Track 1)
- Deliverable 27 - System & User Test Plan (Track 1)
- Deliverable 28 - System & User Test Scenarios (Track 1)
- Deliverable 32 - User Manuals for Hospital Staff
- Deliverable 33 - Training Material - CPRS, CPOE, BCMA, Pharmacy
- Deliverable 34 - Certification Training Testing Modules
- Deliverable 35 – e-Learning Application
- Deliverable 36 – Hospital Training Plan
- Deliverable 37 – Hospital Staff Training report
- Deliverable 52 – Base VistA Integration/Interface Components

4.4.2. Develop Base VistA Training

Schedule: A sample of the training materials for CPRS, CPOE, BCMA, and Pharmacy will be provided with the proposal. Work on the Training Deliverables (see: [Training Deliverables](#)) shall begin no later than the end of the Initial Enterprise Assessment, and the Training Deliverables are due no later than 10 days before end user training is scheduled to begin.

Scope: Produce training materials and delivery methodology for the purpose of training end users of the Base VistA Solution in the operation of CPRS, CPOE, BCMA, and Pharmacy.

4.4.3. Plan Data Migration

Schedule: Planning can begin at any time after Contract award. The data migrations required for the Base VistA Solution must be completed prior to the Implementation of the Base VistA Solution at any OMH location.

Objectives: The OMH requires that the Contractor develop and execute a Data Migration/Interface Design Document that will blend several independent sources of existing OMH EMR data into the Base VistA Solution and the OMH EMR. The sources of data for migration include: MHARS, Meds Manager, and systems developed by individual Facilities. Existing data mapping elements between MHARS and OMH Patient Applications are set forth with the RFP as [Exhibit 3 - Migration Data Requirements](#). The OMH will further detail all of the existing data sources under consideration for migration during the system demonstrations in the Pre-Bidder conference.

Scope: The Contractor's data migration strategy (Deliverable 17) will include but is not limited to the following data elements:

1. Current and historical electronic records for medications dispensing

2. Medication orders
3. Medication Administration records
4. Patient demographic
5. Diagnosis
6. Height and Weight
7. Allergies, etc.

For the Track 1 Implementation Plan component, the Contractor shall:

- Develop a Data Migration/Interface Design Document (Deliverable 17) for Drug formulary (First DataBank) and assist each Facility pharmacy in the build out of their hospital formulary.
- Develop, test and implement a plan to migrate McKesson Meds Manager data to the VistA Pharmacy module for all patients active within the last two full years.
- Prepare and export McKesson database archive files to an OMH Data Warehouse environment.

The data elements will be migrated by moving data from McKesson Meds-Manager database and, as needed, from the OMH/MHARS database to the VistA pharmacy module and other VistA modules and data tables to support this effort. Patient records from three years prior to the site's implementation date shall be migrated for all patients that are active within two years prior to the implementation date. All patient specific data needed for on-going data maintenance of the VistA pharmacy system will be imported via an HL7 interface from the OMH MHARS system with the ADT and patient specific information necessary to accurately and efficiently maintain the Base VistA Solution. This includes real time HL7 data transfer from the existing patient database (MHARS) to the Base VistA Solution incorporating the existing MS-BizTalk HL7 interface that is currently in use at the OMH to support the current lab and pharmacy systems.

The OMH maintains a number of OMH developed and Contractor supplied patient databases that house current and legacy data. This data spans 30 years of electronic data capture in its various technical platforms encompassing mainframe, Microsoft servers, desktops and database systems including CA-IDMS, ORACLE, SQL-SERVER and MS-ACCESS. The OMH currently utilizes Informatica PowerCenter and Informatica Data Quality as part of the data warehouse platform. The OMH desires the Contractor to utilize these tools in meeting the requirements of this section.

The OMH requires the Contractor to migrate into the Base VistA Solution all existing information held in CA-IDMS, Oracle or SQL-Server (defined as DMHIS, MHARS) that belongs to any patient who was active within seven (7) years prior to the start of Implementation at a hospital for the purpose of functionally replacing those systems for end users.

The OMH also maintains a variety of local data systems developed by individual Facilities. During the pre-Implementation visit to each OMH Facility the Contractor will be required to provide the Site with a data mapping document that can be used to translate the local data store into the VistA data model used to manage the import of external data. The OMH also requires that the Contractor provide technical information and planning

guidance for the importing of this information once the OMH agrees to the content and volume. The OMH will process the data on a case by case basis as each hospital is implemented.

4.4.4. Plan Data Interfaces

Schedule: Interfaces must be in place prior to the first pilot Implementation of the Base VistA Solution.

Deliverables:

- 17 - Data Migration/Interface Design

Scope: A set of dataflow diagrams that show the projected interfaces between OMH Patient Systems and the VistA Base Solution is set forth in [Exhibit 4](#). The document titled "Exhibit 4_Patient Systems Dataflow-Track #1.pdf" explains the interfaces that must be in place for the Track 1 functionality to operate successfully. Interface planning will be documented in Deliverable 17 - Data Migration/Interface Design. The Contractor shall:

- develop, install and test an ADT data transfer interface between MHARS and VistA to support the Implementation of CPOE, BCMA and Pharmacy using the existing OMH MHARS ADT process as a basis.
- plan an interface to IBM Initiate software, the OMH Master Patient Index (MPI) software that provides the definitive information to the patient registry. The general requirement is that, if VistA or the registry makes changes, that changed information must be pushed to the MPI via standard messages (e.g., ADT transactions).

VistA and/or Registry will interact with the MPI via either:

- a) HL7 2.5 ADT transactions
- b) HIE PIX/PDQ transactions
- c) MPI-specific web services, and/or
- d) MPI-specific APIs.

a) and b) also support queries of other systems that may have different MPIs (e.g., RHIOs, or other agencies that use different MPIs) or support MPI-related queries and reporting using SHIN-NY standards. The Contractor shall also propose how they plan to migrate existing patient data into the OMH EMR so that end users do not have to enter historical data into existing patient files.

- build an interface to replace the existing McKesson Meds-Manager/Cerner Lab data exchange to accept the laboratory test values into the VistA Pharmacy module that support the disease/drug interaction and Clozapine reporting.

During the deployment of the Base VistA Solution to the pilot Sites and all remaining Facilities, interfaces to Cerner Lab system and Oracle views to other systems (see: [Exhibit 3 - Migration Data Requirements](#)) will need to be maintained. Complete references to interfaces between MHARS

and OMH Patient Systems like Open Dental, NIMRS, Data Warehouse, and Infection Control are included as Exhibit 3. The OMH also supports an HL7 interface through MS-BizTalk to automated dispensing machines (ADM), automatic dispensing carts (ACD) and an OMH medication inventory system (TBD) that is currently in the Bid process. The specific equipment used is the:

- Talyst AutoPack JV-350's from Talyst Inc. The attached consoles run JVServer2001 to control the ADM and
- Talyst's Interface Manager 2.0.3.8 to interface via HL-7

4.4.5. User Acceptance Test

Schedule: Time periods for User Acceptance Testing and the acceptance process for deliverables will be addressed in the Contract.

Deliverables:

- Deliverable 27 - System & User Test Plan (Track 1)
- Deliverable 28 - System & User Test Scenarios (Track 1)

The OMH shall conduct a User Acceptance Test of the complete Track 1 solution on a QA environment to be deployed at the OMH Central Office. The Track 1 Pilot component shall not proceed without a successfully completed User Acceptance Test.

4.5. IMPLEMENTATION PHASE – TRACK 1: PILOT COMPONENT

Because there are fewer learning opportunities within a “Big Bang” Implementation strategy (where all users get access to the system at once), the OMH envisions a Phased Implementation strategy across the Track 1 and Track 2 Implementations.

The Track 1 Base Vista Solution Implementation will involve a selected group of users (including, but not limited to, MDs, Nurses and Pharmacists) at four selected pilot Facilities. Only staff that order meds, process the medication administration, and the pharmacy will be active in the Track 1 Implementation. The OMH envisions the first four Pilot Sites to be implemented in months 6 through 9, including a Pilot Results review. Once the Pilot Implementation has been completed and accepted by the OMH, the Base Vista Solution shall be implemented at the remaining Facilities, at the rate of three Facilities every two months.

4.5.1. Deliverables:

- Deliverable 3 – Project Management Plan (Updates)
- Deliverable 9 - Monthly Progress Report (MPR)
- Deliverable 10 - Action Item List

- Deliverable 12 – Review Materials
- Deliverable 14 - Enterprise Assessment (updates)
- Deliverable 39 - Pilot Results Reports (4 total - one for each Track 1 Pilot Site)

4.5.2. Deliver Training

Schedule: To begin prior to the first Pilot Implementation and continue until the final Pilot Implementation is completed.

Scope: For this Task, the Contractor will execute the training methodology proposed in Deliverable 36 – Hospital Training plan.

4.5.3. Perform Data Migration

Schedule: All OMH historical data that is deemed necessary for proper operation of the Base VistA Solution application shall be migrated prior to the date that a Pilot or rollout Site goes “live”.

Scope: The Contractor will assist the OMH in migrating legacy data from the OMH Patient Systems per the plan described in [17 - Data Migration /Interface Design Document \(Track 1\)](#)

4.5.4. Deploy Interfaces

Schedule: Any interfaces deemed necessary for the proper operation of the Base VistA Solution **shall** be deployed prior to the date that a Pilot or rollout Site goes “live”.

Scope: Execute the Interfaces between the OMH Patient Systems and the Base VistA application per the design documented in *Deliverable 17 - Data Migration/Interface Design*. Track 1 Interfaces include a VistA to Cerner Lab interface to support VistA’s CPOE functionality, and a MHARS to VistA interface to supply VistA with ADT data.

4.5.5. Pilot Implementation– Four Facilities

Schedule: To begin within 30 Days after the Enterprise Assessment Plan has been accepted. All four pilot Sites should be implemented and the Pilot Results Review completed by the end of Year 1.

The Contractor will be responsible for conducting a pilot Implementation of the Base Vista Solution at four (4) OMH psychiatric centers. The Contractor will be responsible for providing end user training, training 'super users' at each Site, and analyzing system performance. The Contractor, in consultation with the OMH EMR Team, will provide 4 detailed reports, one for each pilot Site (Deliverable 39 Pilot Results Report – Base Vista) that summarizes the results of each pilot including user acceptance of the system, user requested changes, system problems and system performance metrics. Changes and modifications to the system, based upon feedback from the pilots, will be completed and tested prior to the Rollout to all Facilities of the Base Vista Solution.

Schedule: Commencing within 30 Days after the Enterprise Assessment Plan has been accepted. All four pilot Sites should be implemented and the Pilot Results Review define completed by the end of Year 1.

4.6. IMPLEMENTATION PHASE – TRACK 1: ROLLOUT

Schedule: 18 months duration following completion of Base Vista Solution pilot and acceptance of Deliverable 39a - Pilot Results Report.

4.6.1. Deliverables

- Deliverable 8 -Weekly Status Meeting Notes
- Deliverable 9 - Monthly Progress Report (MPR)
- Deliverable 10 - Action Item List
- Deliverable 12 – Review Materials
- Deliverable 13 - Requirements Traceability Matrix (RTM)
- Deliverable 14 - Enterprise Assessment (updates)

4.6.2. Rollout to Remaining Facilities

Schedule: To begin after acceptance of the Pilot Results Report for the Track 1 pilot. The OMH estimates that the Track 1 Implementations shall proceed at a rate of 3 Facilities every two months, or a total of approximately 15 months to complete the remaining Facility Implementations.

Scope: Implementation of the Base Vista Solution with interfaces, to all remaining OMH non-pilot Facilities.

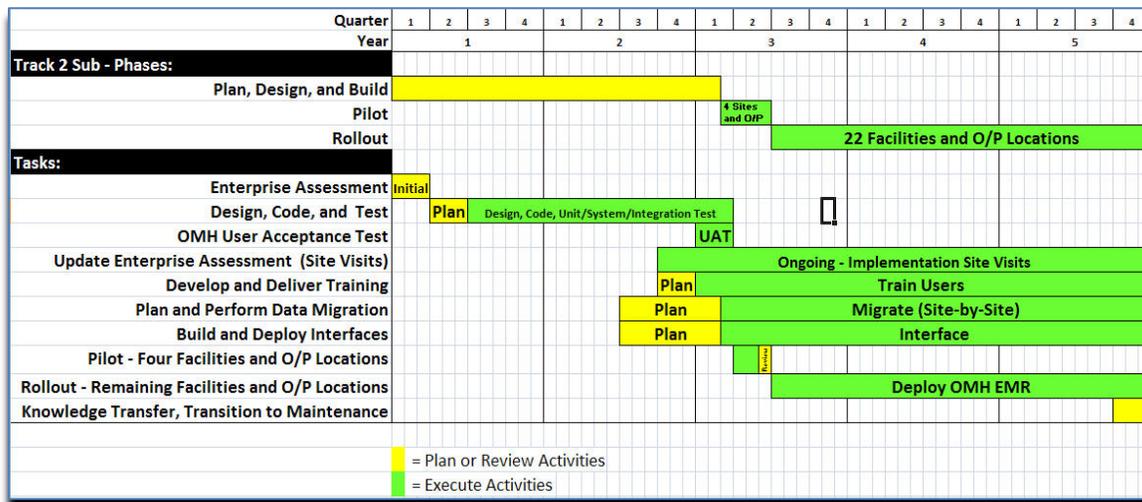
Objectives: The OMH will require the Contractor to deploy CPOE, CPRS, BCMA and the Vista Pharmacy Module (with associated Vista modules) based on the recommendations of the Enterprise Assessment, configuration of Central Office and approval of the OMH. This deployment will

establish the presence of the OMH Base VistA Solution across all remaining OMH Facilities not implemented during the Base VistA pilot. This rollout will proceed concurrently with all other development of the larger Track 2 effort– OMH EMR), and be completed within 18 months. Maintenance of the data interfaces from MHARS for ADT support and views for data now collected in VistA will also be developed and maintained. The supporting ADT interface from OMH MHARS and the Interface from VistA to Cerner Lab must be in place prior to each Facility Implementation start date to support the CPOE system.

The Contractor’s training staff will provide On-Site training and support at each Facility. The Contractor must develop and maintain a training data base that supports the training effort. The training data base must include the ability to be restored, as needed, to a pre-determined checkpoint to support on-going training and Implementation.

The IV&V and the OMH EMR Team will review and approve the training/Implementation at each Site before a Site is deemed fully implemented. Implementation will follow the training and Implementation plans developed by the Contractor and approved by the OMH.

4.7. IMPLEMENTATION PHASE – TRACK 2: PLAN, DESIGN, BUILD



4-5 Track 2 Phases and Tasks

4.7.1. Deliverables

- Deliverable 14 – Enterprise Assessment (updates)
- Deliverable 17 - Data Migration /Interface Design Document (updates)
- Deliverable 27 - System & User Test Plan
- Deliverable 28 - System & User Test Scenarios
- Deliverable 29 - System & User Test Performance Report
- Deliverable 30 - System & User Test Results Log
- Deliverable 31 - Fix Log
- Deliverable 32 – User Manuals for Hospital Staff
- Deliverable 34 – Certification Training Testing Modules
- Deliverable 35 – e-Learning Application
- Deliverable 36 – Hospital Training Plan (updates)

4.7.1.1. OMH USER ACCEPTANCE TEST

Schedule: To begin after the Contractor has completed System Integration Testing, expected to be within 12 to 24 months after Design and Build of the OMH EMR begins. (15-27 months after project work begins).

Scope: The Contractor will plan and perform Quality Assurance activities, including:

- Writing, (in consultation with the OMH and subject to OMH review and approval) User Acceptance Test (UAT) scripts to ensure that the OMH's business, functional and technical requirements for the OMH EMR are met. (OMH UAT team shall execute the UAT scripts and confirm defect remediation.)
- Performing defect tracking and remediation

4.7.1.2. UPDATE ENTERPRISE ASSESSMENT (SITE VISITS)

Schedule: To begin 3-6 months prior to the OMH EMR Pilot Implementations and continue throughout the Pilot and Rollout Phases of the Track 2 Implementation.

Scope: To build on and verify the work completed in the Initial Enterprise Assessment and confirm preparedness of all OMH Locations for Implementation of the OMH EMR and complete post-Implementation lessons learned updates to the Enterprise Assessment Plan.

4.7.1.3. DEVELOP TRAINING MATERIALS

Schedule: Development of Track 2 training Deliverables will begin pre-Implementation of the OMH EMR and must be completed prior to the first pilot Implementation.

Scope: Design, build and deliver training materials for the OMH EMR. Content must include instructions for performing all Additional Functionality not present in the Base VistA Solution. Delivery methods shall include training classes, individual user training, and provide the means for certifying users who have completed the training.

4.7.1.4. PLAN AND PERFORM DATA MIGRATION

Schedule: Must be completed prior to first Track 2 Pilot Implementation

Scope: Migration of historical patient data into VistA to support the OMH EMR's operation. Review and correct any data elements that do not pass VistA's validation checks. Cover any additional data migration not required or not performed in Track 1 migrations.

4.7.1.5. BUILD AND DEPLOY INTERFACES

Schedule: Must be completed prior to first Track 2 Pilot Implementation.

Scope: A set of dataflow diagrams that show the projected interfaces between OMH Patient Systems and OMH EMR is set forth as Exhibit 4. The document titled "Exhibit 4_Patient Systems Dataflow-Track #2.pdf" explains the interfaces that must be in place for the Track 2 functionality to operate successfully. The Contractor shall:

- use tools to move data from OMH legacy systems to the OMH EMR
- maintain data integrity
- ensure legacy OMH systems that had exchanged data with MHARS or McKesson Meds Manager are still supported by the OMH EMR once those systems are replaced at Implementation Sites.

4.7.2. Plan, Design, Build OMH EMR

Schedule: Begins after completion (delivered, reviewed, accepted) of the Initial Enterprise Assessment, approximately 90 days after project work begins. Depending on the degree to which the vendor's As-Is Solution meets the Requirements of the OMH EMR, may take up to 24 months.

Deliverables:

Design:

- Deliverable 15 - Infrastructure Architecture Design
- Deliverable 16 - User Interface Design
- Deliverable 17 - Data Migration /Interface Design Document (Track 2)
- Deliverable 18 - Full Functionality EMR Design
- Deliverable 19 - Reports
- Deliverable 20 - Preliminary Design Document
- Deliverable 21 - Critical Design Document
- Deliverable 22 - Production Review Meeting Materials

Development:

- Deliverable 23 - System Development Plan
- Deliverable 24 - Configuration Management (CM) Plan
- Deliverable 25 - Release Management Plan
- Deliverable 26 -Code Documentation and Instructions

Testing:

- Deliverable 27 - System & User Test Plan
- Deliverable 28 - System & User Test Scenarios
- Deliverable 29 - System & User Test Performance Report
- Deliverable 30 - System & User Test Results Log
- Deliverable 31 - Fix Log

Scope: The Contractor will prepare the Base VistA Solution to become the OMH EMR by building additional interfaces and conducting migrations, and building remaining Core Functions that are still part of the fixed price Interface, Migration, and Software deliverables. The OMH reserves the right to initiate [Enhancement Request Forms](#) as needed.

The Contractor will document all Enhancement Requests and approvals by the OMH through the prescribed [Enhancement Request Form](#). The Contractor's staff will provide knowledge transfer to the OMH's technical and Programmatic staff throughout the life of the Contract.

Objectives:

- 1) Design and Develop Additional Functionality, VistA configuration, and installation of any proprietary software.
- 2) Development of required data interfaces.
- 3) Development of migration processes and documentation.

- 4) Test various components as they become available in development and migrate to a Quality Assurance platform for unit, system and regression testing.
- 5) Prepare for roll-out(s) including Facility readiness visits, Facility communications, and any other related tasks
- 6) Conduct Knowledge Transfer to the OMH staff of the daily care and maintenance of the OMH EMR, third-party software, developed software and interfaces. The knowledge transfer should also include, but not be limited to:
 - a) Cache
 - b) FileMan
 - c) ADPAC and CAC
 - d) Text Integration Utility ('TIU') Template Development
 - e) M/Mumps Programming
 - f) VistA Programming
 - g) VistA API usage
 - h) VistA RPC Broker development
 - i) Delphi Development
 - j) Create, update and maintain all required documentation as outlined in the VistA Document Library.
 - k) Prepare and update system documentation.

4.8. IMPLEMENTATION PHASE – TRACK 2: PILOT

4.8.1. Deliverables

- Deliverable 8 -Weekly Status Meeting Notes
- Deliverable 9 - Monthly Progress Report (MPR)
- Deliverable 10 - Action Item List
- Deliverable 12 – Review Materials
- Deliverable 13 - Requirements Traceability Matrix (RTM)
- Deliverable 14 - Enterprise Assessment (updates)

Schedule: To begin after delivery, review, and acceptance of User Acceptance Testing of the OMH EMR.

Scope: The Contractor will implement the OMH EMR, containing Additional Functionality not present in the Base VistA Solution, at the OMH Central Office, four (4) of the OMH Facilities and their associated Outpatient Locations. Upon successful adoption of the pilot, a phased Implementation will be initiated at the remaining Facilities and the Outpatient Locations associated with those Facilities.

4.9. IMPLEMENTATION PHASE – TRACK 2: ROLLOUT

Schedule: To begin after delivery, review and acceptance of the Track 2 Deliverable 39 - Pilot Results Report, which shall detail the user acceptance of the system, user requested changes, system problems and system performance metrics.

Scope: The Contractor will implement the OMH EMR, containing the remaining Core Functions and Additional Functionality not present in the Base VistA application, at the OMH Central Office, four (4) of the OMH Facilities and their associated Outpatient Locations. Upon successful adoption of the pilot, a phased Implementation will be initiated at the remaining Facilities and the Outpatient Locations associated with those Facilities.

4.10. ONGOING SUPPORT AND MAINTENANCE PHASE

4.10.1. Deliverables

- Deliverable 42 - Operations and Maintenance (O&M) Plan
- Deliverable 43 - Service Level Agreement (Primary & Third Party applications)
- Deliverable 44 - System Implementation and Training Support Plan
- Deliverable 46 - Software Transition Plan
- Deliverable 46 - Help Desk Report
- Deliverable 47 - Enhancement Request Report
- Deliverable 48 - Enhancement Request Management Plan
- Deliverable 49 - Contingency of Operations Plan

The Contractor must provide ongoing support and maintenance for all delivered and accepted software throughout the term of the Contract. The Contractor must provide ongoing support for end-user training to resolve training issues that may arise during Core and Non-Core Business hours. The Contractor must provide unrestricted 24-hour access to an Internet Web Client Support (Help Desk) site.

For purposes of the RFP, Core Business Hours are from 6:00 AM to 6:00 PM (EST), Monday through Friday, and Non-Core Business Hours are all other hours not included in Core Business Hours. Scheduled preventive maintenance/inspection services shall be performed by the Contractor at no additional charge, during non-core business hours, or as approved by the OMH EMR Project Director.

4.10.1.1. SCOPE

The Contractor will be responsible for correcting problems caused by the Contractor's software, and resolving issues that may result from end-user training.

4.10.1.2. EXCLUSIONS

The Contractor will not be responsible for correcting problems caused by:

- Failures in the OMH networking infrastructure or hardware components;
- An operating system defect
- Modifications made to the Contractor's software by the OMH.

4.10.1.3. SEVERITY LEVELS

The OMH will determine the severity level assigned to a specific incident depending on the problem impact and resolution urgency as follows:

- **Level-1 problem** has an immediate impact on a majority of end users ability to access and/or use the system. Generally involves multiple users across multiple hospitals at the same time. System outages or severely degraded services will be addressed immediately by the vendor.
- **Level-2** problems have a high impact on most users, must be resolved quickly, and can occur at any time. Under these circumstances, the OMH will not be able to perform its core mission because the software is unusable or unstable
- **Level-3** problems can occur at any time and are either high impact with moderate urgency, or extremely urgent but with moderate impact. Under these circumstances, the ability of the software to support business processes is diminished. For example, a software process causes frequent, unpredictable, system-wide slowdown, and must be restarted to resume acceptable performance.
- **Level-4** problems have a moderate impact and are moderately urgent. These circumstances create conditions that inconvenience users of the EMR.

4.10.1.4. SERVICE LEVEL GOALS

The Contractor will provide client support Service levels which align with problem severity levels. The Service level goals for these categories of Service are:

- **Level-1** – within one hour of a severity level-1 problem report, the Contractor must assign dedicated resources to solve the problem or find a workaround. At minimum these resources must include a Software Architect and a Software Developer. The Contractor must provide a status update every two hours for the first eight hours of the incident; then every eight hours thereafter until the problem is resolved or a workaround provided. The goal for level-1 issues is to have the problem resolved within 2 hours or a workaround agreed upon and in place within 8 hours; otherwise, the issue shall be escalated to the Contractor's senior management.
- **Level-2** – within four hours of a severity level-2 problem report, the Contractor must assign resources to solve the problem or find a workaround. At minimum these resources must include a Software Architect and a Software Developer. The Contractor must provide a status update every eight hours for the first 24 hours of the incident; then every 24 hours thereafter until the problem is resolved or a workaround provided. The goal for level-2 issues is to have the problem resolved within 8 hours or a workaround agreed upon and in place within 72 hours; otherwise, the issue shall be escalated to the Contractor's senior management.
- **Level-3** – within 24 hours of a severity level-3 problem report, the Contractor must assign resources to solve the problem or find a workaround within a mutually agreed upon timeframe. The Contractor must provide a status update every 48 hours until the problem is resolved or a workaround provided or a fix scheduled for a future date or release.

The vendor and OMH will use the severity level and service level definitions outlined in this bid as the guideline for initial rating of any call for support. An OMH Senior IT Director or designee is the only one that can modify the severity or service level assigned to a call.

4.10.1.5. REPORTING

The Contractor will provide the OMH with Service level reports on a quarterly basis. The Service level reports will provide the time, severity level, description, acknowledgement time, and resolution time for each incident logged during the reporting period. The reports will also show actual Service level performance as compared to Service level goals.

4.10.1.6. NON-PERFORMANCE

If the Contractor fails to meet the defined Service level goals, the Contractor will have the opportunity to explain the discrepancy and show evidence of corrective action. If the OMH agrees that a reported problem was not caused by the Contractor's software, or that the problem severity was incorrectly classified, the Contractor's performance status will be reassessed. If the number of incidents where the Service level performance does not meet the objectives is greater than two within a 30 day period, then the Contractor shall provide the State with a \$5,000 credit/reduction in fees for each additional incident not meeting the objectives within that same 30 day period.

4.10.2. Maintain Software

The Contractor will provide On-going Support and Maintenance for the Base VistA and OMH EMR's software, customization, interfaces and Third Party Software for the life of the Contract.

Software support and maintenance must be provided for all aspects of VistA, customization, interfaces and third party applications. This support will include day-to-day support for the production system as well as Enhancements to all aspects of the software e.g., patch management for VistA, bug fixes and new features for all aspects of the software.

Software support during the Contract will include all patches, bug fixes, security updates, enhancement updates, and any releases, revisions, or builds and upgrades required to keep the OMH EMR and third party applications at the most current level or revision.

Support may be On-Site, through telephone, remote access or other means as agreed to provide a solution.

Technical support must respond to requests for assistance within two hours or sooner of the initial request by the OMH personnel. A response is regarded to be a telephone call, remote access session, or other response which solves a support question or details a problem resolution plan as part of the System Implementation Support Plan (Deliverable 45).

In the event that problems cannot be resolved by either telephone or remote access, an On-Site visit may be required. The On-Site visit must be scheduled as to resolve the problem at the earliest possible opportunity. On-Site visits will be at no additional cost to the OMH.

In the event of a catastrophic VistA or third party application failure, the Contractor must provide recovery assistance or services as necessary to restore the system to full operation. Assistance may be via telephone, remote access when possible, or On-Site visit.

4.10.3. ICD-10 and DSM-V Conversion Strategy

Deliverable: 7 - ICD-9 to ICD-10 and DSM-IV to DSM-V Conversion Plan

Schedule: Draft with proposal, then once per quarter.

Scope: The OMH requires the Contractor to present their plan and time schedule to meet the ICD-10 and DSM-V compliance during this Contract.

4.10.4. System Implementation Support

To ensure that all parties responsible for Implementation of the OMH EMR solution work together effectively, and to facilitate successful phased deployments of the OMH EMR functionality, the Contractor must actively participate in system Implementation (SI) activities. The cost for this Service must be included as part of the Fixed Price. Specifically:

The Contractor must designate a PM with authority sufficient to allocate resources and make decisions within the Contractor's organization, or on behalf of the Contractor's business partners, where necessary to resolve issues and provide support during the OMH EMR System Implementation. The PM will be the primary liaison between the OMH EMR Project Team and the Contractor's organization and business partners.

The Contractor must designate a Technical Solution Architect to serve as a technical liaison to the Project. The Technical Solution Architect will support the PM in securing any necessary technical resources within the Contractor's organization, and will provide technical advice and information as necessary.

The Contractor will assume responsibility for resolving issues resulting from failures or defects in proposed software, in a manner consistent with the service level goals set forth in this RFP, in order to limit any impact on the system Implementation schedule.

The PM, or his/her designee, will participate in project status meetings on a weekly basis, and will report on any open issues that are the Contractor's responsibility. The PM will bring to the attention of the OMH EMR PM, any planned updates to the proposed solution, which will have a significant impact to the system Implementation activities, and/or obviate the need for specific software modifications.

The Contractor, through the PM and Technical Solutions Architect, will provide the OMH EMR Project Team and other Contractors with access to software development team members, including system architects, and developers where necessary to devise or validate software customization strategies.

The PM, Technical Solution Architect, and additional Contractor resources as appropriate, will be On-Site in Albany, NY to facilitate an expedited resolution to problems encountered during User Acceptance Testing, pre-deployment assessment, pilot, and system rollout. During this period, the Contractor will also provide dedicated Off-Site technical resources to respond as necessary to issues identified by the Contractor's On-Site personnel, including downloading electronic copies of the product documentation (e.g., User Manuals, Training Materials, etc.).

4.10.5. End User Support & Helpdesk Interaction

The OMH supports its 5,000 EMR end users with a tiered support plan that includes direct IT and application support located at all OMH Locations and a central Help Desk with hours of operations from 7:00am to 8:00pm 7 days a week excluding specific NYS holidays.

The tiered approach relies on application end-users seeking local, hospital-based support before any Central Office or Contractor assistance is requested. Once support is deemed appropriate for escalation, the issues are directed to the CIT Help Desk via e-mail, telephone or fax. The information presented to the CIT Help Desk is either acted on and resolved or moved into the appropriate problem queue based on the extent and severity of the issues.

All requests to the CIT Help Desk are logged to a help ticket, the status of which is tracked via HP Service Center during the entire course of triage to problem resolution. All supporting documentation from the user and/or solution provided is attached to the ticket for reference.

The OMH will coordinate all calls to the EMR Contractor during normal business hours and those supported by the CIT Help Desk. After hours support (8:00pm – 7:00am) 7 days a week will be directed through OMH Location IT departments or their designee to the Contractor. All supporting documentation and the initial help call will be logged as outlined above. During the Contractor and end user off hour interaction the Contractor will provide direct support to the end user through the Hospital IT department (FICC) to resolve the functional problem. If a technical issue is discovered during off hours the Contractor will be provided a contact list of the OMH support staff located at both the end user's hospital and Central Office support and coordination staff.

Only the hospital IT Director or OMH's Senior IT Directors can close a call. The OMH requires that the Contractor supply a listing of all calls and resolutions that occur outside of normal business hours once a month for review with the OMH management.

In all cases a return phone call to the user and/or Hospital IT contact is expected to be made within 15 minutes of the reported call. The vendor and OMH will use the severity level and service level definitions outlined in this bid as the guideline for initial rating of any call for support. An OMH Senior IT Director or designee is the only one that can modify the severity or service level assigned to a call.

4.10.6. Training Support

The Contractor must designate an Implementation/Training Manager to manage all aspects of the Training component, including end-user Training Support during Core and Non-Core Business Hours. The Training Support model shall be modeled after the Implementation Support model.

4.10.7. Knowledge Transfer, Transition to Maintenance

Schedule: Months 1-60

Scope: The Contractor must provide the OMH Project Team with the knowledge required to become fully familiar with the capabilities, operation, installation, configuration and customization of the OMH EMR including proposed software. The Contractor will also be responsible for the OMH staff

training in the application's Administration (definition of "administration" includes, but is not limited to, the ability to add and configure new workstations, set up new user accounts, install new and upgrade existing software at each OMH location.)

The Contractor must complete a Knowledge Transfer User Manual ([Deliverable 42](#)) that addresses curriculum, prerequisites, specific commercial and/or custom courses, e-learning courses, course materials, and any other tools required. The training plan shall take into consideration all business and technical areas included as part of the Contractor's proposal.

The results of this knowledge transfer and training will be that the OMH staff is fully capable of operating and maintaining the OMH EMR including any integrated Third Party Software, so that it is fully functional.

4.10.7.1. Deliverables

- 46 - Software Transition Plan

Project Management and Reporting

The Contractor will designate a single PM to serve as the Contractor's primary point of contact for all activities and issues. The Contractor shall ensure that its PM provides sufficient management of the project to ensure that the Tasks are performed efficiently, accurately, on time, and in compliance with the requirements. The Contractor PM shall coordinate as necessary with the OMH PM as necessary to ensure that Tasks for each Phase and each Track are managed consistently with overall Contract requirements. The Contractor PM shall ensure timely and accurate submission of Deliverables as listed below.

1. KICK OFF MEETING PRESENTATION

The Contractor shall participate in an OMH-led Kickoff Meeting. The purpose of the Kickoff Meeting shall be to introduce the Project to project stakeholders, and ensure agreement regarding project objectives, roles and responsibilities, strategy, and known risks. The Contractor will provide slides for the kick off meeting that synthesize their approach to the overall project, provide high level milestones and introduce the Contractor team. This shall occur no later than 30 days after Contract award.

2. START-UP PLAN/INCOMING TRANSITION PLAN

The Contractor shall coordinate with the OMH in planning and implementing a complete transition to the Contractor's support model. This Transition Plan shall include, but is not limited to:

- coordination with OMH representatives
- review, evaluation and transition of current support services
- transition of historic project knowledge assets to the new Contractor system
- government-approved privacy and security training and certification process
- orientation Program to introduce OMH personnel, Programs, and users to the Contractor's team, tools, methodologies, and business processes
- distribution to Contractor of OMH owned assets, including access to Facilities, equipment, furniture, phone lines, computer equipment, etc.
- applicable OMH briefing and personnel in-processing procedures
- issue account for OMH keys, ID/access cards, and security codes

A draft Start-Up Plan/Incoming Transition Plan is due with the proposal. The final plan is due in month 4, or no later than 15 days after the completion of the Initial Enterprise Assessment.

3. PROJECT MANAGEMENT PLAN

The Contractor is responsible for creating and maintaining the EMR Project Management Plan (PMP). The PMP shall contain all project management information and will contain the following sub-management plans:

- Resource Management Plan
- Risk Management Plan
- Issue Management Plan
- Communication Plan
- Change Management Plan
- Project Quality Management Plan

The PMP shall be kept current and changes to project management processes will be reflected in the documentation. The Contractor shall create and maintain a plan that describes the approach, activities, stages, duration, risks, and Implementation for all Project work. This shall include specific planning information for the design, development, and testing of each component.

The Contractor will be responsible for submitting the initial PMP with its Bid Proposal and then an updated PMP 30 days after Contract award. Modifications or updates to the PMP shall be submitted every month for OMH approval. If there are no changes to the PMP, the Contractor PM shall notify the OMH Project Management Office (PMO) in writing. All Contractor project management Deliverables shall be delivered to the OMH PM.

a. Resource Management Plan

The Contractor shall create and maintain a plan describing but not limited to how the Contractor will maintain a pool of resources, what skills sets are available, vacation time, hiring/firing of Contract personnel.

b. Risk Management Plan

The Contractor shall create and maintain a risk management plan that identifies potential project risks, mitigation strategies, and risk management processes.

c. Issues Management Plan

The Contractor shall create and maintain a plan that addresses the elevation of issues for joint management decision by the Contractor and the OMH. This plan should address the documentation, tracking, joint resolution and timely disposition of issues which affect any of the areas of work which cannot be resolved at the staff level.

d. Communication Management Plan

The Contractor shall create and maintain a communication plan and is encouraged to propose innovative approaches for using communication technology to facilitate and enhance a collaborative and productive exchange of management information between the OMH and the Contractor. The Contractor will be required to participate in regularly scheduled project conference calls/meetings. The Contractor will be required to communicate project information to project stakeholders and sponsors.

e. Change Management Plan

The Contractor shall create and maintain a Change Management plan that describes how project changes including but not limited to: processes, Scope, personnel, software development, and Implementation will be managed. The plan should demonstrate an understanding that not all changes and refinements will result in a change in cost.

f. Project Quality Plan

The Contractor shall create and maintain a project quality plan that describes how quality measures will be met. The plan shall detail the specific quality measure, frequency of the measurement, process to manage service level agreements as specified in this Contract.

4. SCHEDULE FOR PROJECT

The resource loaded schedule is to be developed by the Contractor and provided as part of the Bid Technical Proposal. The schedule will be baselined once the Initial Enterprise Assessment Plan has been accepted (Month 4) and then due monthly along with the Monthly Status Report. The Project Schedule may be modified through a review with OMH PMO and CIO.

5. RISK/ISSUE LOG

The Contractor will provide weekly an updated Risk/Issues Log recording the history of issues and resolutions for the project. The Log shall:

- identify, classify, and evaluate actual and potential risks to achieving objectives;
- define alternative mitigating actions which either reduce threat exposure, reduce potential damage, or improve avoidance and/or recovery procedures;
- balance efforts to control risks while establishing planning, control, and response systems;
- identify timeframes and milestones for the evaluation of actions and results;
- encourage the on-going, systematic evaluation and analysis of risks and alternatives while focusing upon a continual reduction in risk exposure;
- establish renewed or revised risk assessments when project plans or objectives are redefined or redirected; and,
- demonstrate risk solutions and risk management as an integral component to achieve the overall sub-project and Program objectives

Due 30 days after the Contractor award then updated once per week during Weekly Status Meetings throughout the Project.

6. DELETED

This Deliverable is no longer required.

7. ICD-9 TO ICD-10 AND DSM-IV TO DSM-V CONVERSION PLAN

The Contractor will create and submit a draft ICD-9 conversion to ICD-10 and DSM-IV to DSM-V strategy as part of the Bid Technical Proposal. The draft plan shall detail how the OMH EMR solution will meet ICD-10 and DSM-V requirements. This plan shall then be updated every quarter throughout the entire term of the Contract and executed once the U.S. converts to these new classification and coding standards.

8. WEEKLY STATUS MEETING NOTES

The Contractor shall prepare and submit Weekly Status Meeting Notes to supply information that the OMH PM and other designated individuals might need to make decisions. For each project Task area of the Work Breakdown Structure (WBS), the report shall contain a synopsis of the Tasking, status of Tasks, outstanding issues and expected resolution dates, expended level of effort/burn rate against the baseline, and key risks/issues. Items to be tracked in this report will include, at a minimum, open technical questions, requests for information, schedule for resources for the coming week and requests for documentation. Weekly Status Meeting Notes will be due 5 days after Project start, then once per week as mutually agreed by the OMH and the Contractor.

9. MONTHLY PROGRESS REPORT (MPR)

The Contractor will be required to submit to the OMH a Monthly Progress Report (MPR). Format and details of the reports will be agreed upon at kick off. At a minimum, monthly status reports will identify progress towards project milestones, upcoming project Tasks and resources, and updates on project Implementation, outline Deliverables submitted, problems encountered, and schedule deviations. Progress shall be reported relative to the baseline schedule and cost projections. The report shall specify schedule changes by WBS, including explanations of schedule variances relative to the previous month's MPR and the baseline schedule. Included in the MPR shall be an updated resource-loaded schedule, in Microsoft Project or Excel. The Contractor shall prepare and deliver the initial MPR 45 days after Contract award and updated MPRs no later than the 15th of each month thereafter throughout the Project.

10. ACTION ITEM LIST

The Contractor shall develop and maintain an Action Items list to document and monitor Tasks, activities, or actions identified for resolution. The action item list shall contain, at a minimum, the following fields:

- action item number and associated WBS number
- date when the action item is identified or created
- name of the person to whom the action is assigned
- title and description of the action
- resolution

The action item list shall be provided by the Contractor 5 days after kick off then once per week during weekly meetings throughout the Project.

11. LESSONS LEARNED

The Contractor shall create and maintain lessons learned throughout the project. The initial format of the lessons learned document shall be submitted 20 days after Contract award for OMH approval. Lessons learned shall describe, but not be limited to: project activities that were successful; not successful; and what steps to do differently next time. Lessons Learned shall be submitted no later than 10 days after the Track 2 Implementation Rollout sub-phase ends.

12. REVIEW MATERIALS

The Contractor PM shall prepare for, conduct or participate in, and report on, project status with the OMH Project Team, Project Management Office, Clinical Advisory Committee and EMR Steering Committee to review progress and status of activities. The Contractor shall provide materials for the following but not limited to: project briefings, preliminary design reviews, critical design reviews, code walkthrough, test results reviews, Site Implementation reviews. These reviews and project briefings shall occur at the discretion and approval of the OMH PM.

The Contractor shall ensure that all appropriate materials are provided to the OMH participants 24 hours prior to any weekly meeting and five (5) days prior to any monthly meeting. Data presented during these meetings shall be current within not more than ten (10) days unless otherwise agreed.

location of requirement (Facility name, Outpatient Location, etc.), date captured, date changed (if necessary), changed text (if necessary), and priority.

14. ENTERPRISE ASSESSMENT PLAN

The OMH requires that an Enterprise Assessment (EA) be completed for each location undergoing a Track 1 or Track 2 pilot or rollout Implementation. Given the large number of Implementation Sites, (up to 26 inpatient and approximately 310 associated Outpatient Locations) the Contractor is expected to develop a reusable template for a team of Contractor Business Analysts to use in order to quickly and effectively capture a Site's business processes and workflows and assess the ways in which either: a) the solution will accommodate the Site's workflows, b) the workflows must be adjusted to fit the solution, or c) the solution must be modified to fit the Site's unique workflows (Change Requests). Enterprise Assessments shall be conducted pre-Implementation to assess and prepare the Site's technical and operational readiness, and post-Implementation to gather lessons learned that will be valuable for subsequent Implementations. The OMH desires a team led by the Lead Business Analyst to prepare an Enterprise Assessment Plan that will enable rapid deployment and acceptance (buy-in) at each Site by standardizing the EA process early in the Implementation Phases and customizing as needed for the different Facility and Program types as they implement the system.

Initial:

For the Initial Enterprise Assessment, which is due prior to the start of the Track 1 Pilot Implementations, the Contractor shall conduct Site visits to the four Track 1 (Base Vista) Pilot Implementation Sites and a sampling of Outpatient Locations to:

- delineate key business processes performed at the Sites and validate the proposed solution against those business processes to identify any needed changes to existing business processes
- gather additional requirements from each Site to update the master list of Requirements that the OMH EMR Implementation must meet. These would include requirements for hardware, software and specific system functionality.
- capture the data elements needed for a data warehouse used for reporting by both the Sites and Central Office. The design will also specify how the OMH's existing systems at each Site will interface/integrate with Vista.

At the conclusion of this initial enterprise assessment, the OMH EMR Clinical Advisory Team and the Contractor PM will agree on the final system configuration, the detailed Implementation plan (**Deliverable 38**) with specific project milestones, resource requirements, schedule for system testing, and training plan (**Deliverable 36**). The draft Initial Enterprise Assessment Plan is due 30 days after project work begins. The final Initial Enterprise Assessment is due no later than 7 days before the beginning of the project Implementation Phase, which is expected to begin in month 4 of the project. (The start-up Phase is expected to last 3 months)

Updates:

16. USER INTERFACE DESIGN (UID)

The Contractor shall create and submit a User Interface Design (UID) document that describes how the OMH EMR (Track 2) software will look to end users and how it will function. The UID will be based on the Bidder's As-Is VistA Solution and Additional Functionality identified and approved during the Initial Enterprise Assessment. The Contractor shall submit a Draft UID 60 days after project work begins. The submission date of the Final version shall be no later than 10 days before the Track 2 Implementation "Design, Code, and Test" sub-phase Phase begins in month 7.

The acceptance period for this Deliverable is 10 days.

17. DATA MIGRATION/INTERFACE DESIGN (TRACKS 1 AND 2)

Tracks 1 and 2 have differing Data Migration and Interface requirements. For Track 1, The Contractor shall create a design document that details data migration and interfaces of the OMH's existing systems to support Pharmacy, ADT, Lab, CPOE, BCMA, Reports, and Master Patient Index functionality. For Track 2, all the OMH Patient Systems that currently interface with MHARS will need to interface with VistA as MHARS is replaced (see: Deliverable 18. Full Functionality EMR Design). Data to be migrated and/or interfaced may include: current & historical electronic records for medications dispensing, medication orders, medication administration records, patient demographic, diagnosis, Ht, Wt, allergies, etc.

The submission date of the Draft Track 1 Data Migration/Interface design shall be during month 3. The submission date of the final Track 1 Data Migration/Interface design shall be during month 6, or no later than 30 days before the first Track 1 Pilot Implementation (expected in month 7). The submission date of the final Track 2 Data Migration/Interface design shall be no later than 30 days before the first Track 2 Pilot Implementation.

The acceptance period for these Deliverables is 30 days.

18. FULL FUNCTIONALITY OMH EMR DESIGN (TRACK 2)

The Contractor will be responsible for the full functionality design of the OMH EMR. The design shall include the entire OMH EMR, consisting of all of the Base VistA functions, plus all remaining Core Functions that the Contractor agreed to provide in the RTM, but was not required to implement in Track 1. It will also include the design for any Requirements for Additional Functionality agreed to through the Change Request process.

The Contractor shall submit a draft full functionality design no later than 60 days after project work begins. The Draft design shall explicitly state how MHARS is to be replaced by the OMH EMR for Track 2 Implementations.

The submission date of the final Track 2 Full Functionality OMH EMR design shall be no later than 90 days before the first Track 2 Pilot Implementation (expected in month 28 – but possibly earlier depending on the extent to which the proposed solution meets OMH requirements without additional customization). Updates to the full functionality OMH EMR design shall then be due every 6 months afterwards. The acceptance period for this Deliverable is 15 business days.

19. REPORTS

The Contractor must include an initial set of reports to meet OMH user needs. Reports that are currently available to OMH MHARS and Meds Manager users are located in [Exhibit 5](#). Delivery schedule to be based on successful Implementation of Base VistA and OMH EMR and a timeline to be agreed to mutually by the OMH and the Contractor.

20. PRELIMINARY DESIGN REVIEW (PDR) MEETING MATERIALS

The Contractor shall conduct a PDR in order to present the initial design of all software components and software configuration items that comprise the Track 1 and Track 2 functionality. The Contractor is also responsible for documenting the project decisions, issues and changes discussed during this meeting. The PDR documents shall be made available by the Contractor in Month 4 or no later than 30 days after the Track 1 Implementation Phase starts.

21. CRITICAL DESIGN REVIEW (CDR) MEETING MATERIALS

The Contractor shall conduct a CDR in order to present the final design of all software components and software configuration items that comprise the Track 1 and Track 2 EMR functionality. The Contractor is also responsible for documenting the project decisions, issues and changes discussed during this meeting.

The CDR documents shall be made available to the OMH no later than: 30 days before the first Track 1 pilot Implementation and 30 days before the first Track 2 pilot Implementation.

The draft shall be provided to the OMH in month 6, prior to the Track 2 Plan, Design, Build component, no later than 10 days before work begins on the Design, Code, and Test task. The final System Development Plan shall be delivered during the first month of the Track 2 Plan, Design, Build sub-phase.

24. CONFIGURATION MANAGEMENT (CM) PLAN

The Contractor shall develop a CM Plan, describing procedures and policies that will ensure that the Contractor, as well as all Subcontractors performing under this Contract, will perform in full compliance with OMH approved ITIL-based CM compliance policies. The CM Plan shall also include or reference Deliverable information on Contractor CM policies, processes, and procedures.

The Contractor shall propose and submit a list/database of Configuration Items (CIs) incorporated into this effort to the OMH CM for evaluation and recommendation to the PMO for approval. The listing/database shall provide unambiguous identification of the specific version/revision/patch level of the current products used in the production baselines. As part of this effort, the Contractor shall also maintain a current list/database of all COTS and Third Party Software Configuration Items (CIs) incorporated into this effort. The format and contents of the CI Report are subject to Contractor recommendation to the OMH PMO regarding approval.

The Contractor shall ensure that a configuration management (CM) process is implemented that includes requirements for:

- Formally documented CM roles, responsibilities, and procedures to include the management of IA information and documentation
- A configuration control board that implements procedures to ensure a security review and approval of all proposed OMH information system changes, to include interconnections to other New York State information systems
- A testing process to verify proposed configuration changes prior to Implementation in the operational environment
- A verification process to provide additional assurance that the CM process is working effectively and that changes outside the CM process are technically or procedurally not permitted.

The Contractor shall submit the draft CM plan no later than 20 days after Contract award then updated in month 6, prior to the first Track 1 pilot Implementation in month 7. If there are no changes to the CM plan the Contractor shall notify the PM in writing.

25. RELEASE MANAGEMENT PLAN (RMP)

The Contractor shall create and maintain a release management plan that coordinates release management activities for the planning, preparation, scheduling, delivery, review, and testing of the capability in accordance with the OMH's standard release management process including the use of release documentation to include impact summary, tracking documents, specification documents, end user release notes, and checklists. The

specified to ensure verification of Requirements. For each discrete event, the procedures shall identify who is responsible for executing the event, exactly what actions/processes are involved, how the event will be documented, and the required outcome.

The Contractor shall finalize test, migration and Implementation plans to include: system test plans, beginning at the unit and module level, progressing through full systems integration testing, user acceptance testing, prototype testing (Central Office) and culminating in pilot testing (4 Sites), verification testing to assure requirement configuration compliance, test case specifications and the required output to ensure test acceptance. The Contractor shall coordinate with the OMH to schedule test activities. In no event shall the Contractor commit OMH resources to a test event or test schedule prior to OMH approval. The draft system and user test plan will be provided by the Contractor 20 days after Contract acceptance, and then updated 10 days before testing begins.

28. SYSTEM & USER TEST SCENARIOS (TRACKS 1 AND 2)

The Contractor is responsible for creating test scenarios that confirm the system functionality is based on the requirements specified. The scenarios shall be created and maintained in the Requirements Management Tool. This Deliverable is due no later than 5 days before testing starts for OMH approval. In Track 1, testing shall begin no later than 30 days before the first planned Pilot Implementation. In Track 2, testing shall begin no later than 90 days before the first planned Pilot Implementation.

29. SYSTEM & USER TEST PERFORMANCE REPORT

The Contractor shall develop a test performance report to provide a detailed summary of test events, test findings, action items, and lessons learned. This report shall be based on data recorded in the Requirements Management Tool. This Deliverable is due no later than 5 days after testing ends for OMH approval.

30. SYSTEM & USER TEST RESULTS LOG

The Contractor is responsible for recording, in the Requirements Management Tool, which tests cases were run, who ran them, in what order, and whether each test passed or failed. A log of system and user test results is due no later than 5 days after testing ends.

33. TRAINING MATERIALS (TRACK 1 - BASE VISTA AND TRACK 2 - OMH EMR)

The Training Materials to be completed for Base Vista functionality (CPRS, CPOE, BCMA and Pharmacy) shall include any OMH customized processes. The material must be prepared in such a way as to allow the OMH to add additional material as needed.

A sample of the Base Vista training materials shall be provided with the proposal. A final version of the Base Vista Training Materials is due 10 days before Base Vista training begins.

The Contractor will provide one master copy and grant the OMH the rights to disseminate the materials electronically and otherwise throughout the OMH enterprise.

The Training Materials for OMH EMR functionality shall include instructions for operating all Base Vista functionality, the remaining Core Functions and the Additional Functionality to be included in the OMH EMR.

34. CERTIFICATION TRAINING AND TESTING MODULES

The OMH also requires that the Contractor create and provide certification testing modules that can be included with the e-learning package. These certification or tests will cover the content provided in the training material and will be provided at an eighth grade reading level and adjustable passing score.

In addition, the OMH anticipates the need for the development of on-line instructional courses to be determined during enterprise assessment.

Content of the training Program and material will provide:

1. statistics on how long it takes to initially train users, by user type (MD, nurse, billing staff).
2. statistics on how often training required.
3. professional trainers for On-Site and train-the-trainer models.
4. standard training Programs for IT support personnel and end users in hour-long to three day training classes as On-Site, Off-Site, or electronically.
5. training certification testing through automation.
6. trend and usage reports on overall system usage and productivity from start up through 4 months after Implementation.

35. E-LEARNING APPLICATION

The Contractor shall develop a web application for the OMH EMR training material. All training materials, user manuals and certification testing shall be accessible through this web application. The Contractor supplied training material will be in such a format as to readily make it compatible with a standard Sharable Content Object Reference Model (SCORM) compliant e-learning package (see [Exhibit 7](#) for technical details). The E-learning application shall be available to the OMH no later than 10 days before hospital training begins. The application shall include:

- the ability to include searchable text documents
- the ability to have multimedia (graphics or movies) showing how to complete forms and navigate the system and get self-help to resolve education needs
- a separate training installation so that Help Desk can remotely show users how to complete a form via remote access software (WebEx or Go to Meeting)
- automated training certification testing (see: Deliverable 34. Certification training and Testing Modules)

36. TRAINING PLAN

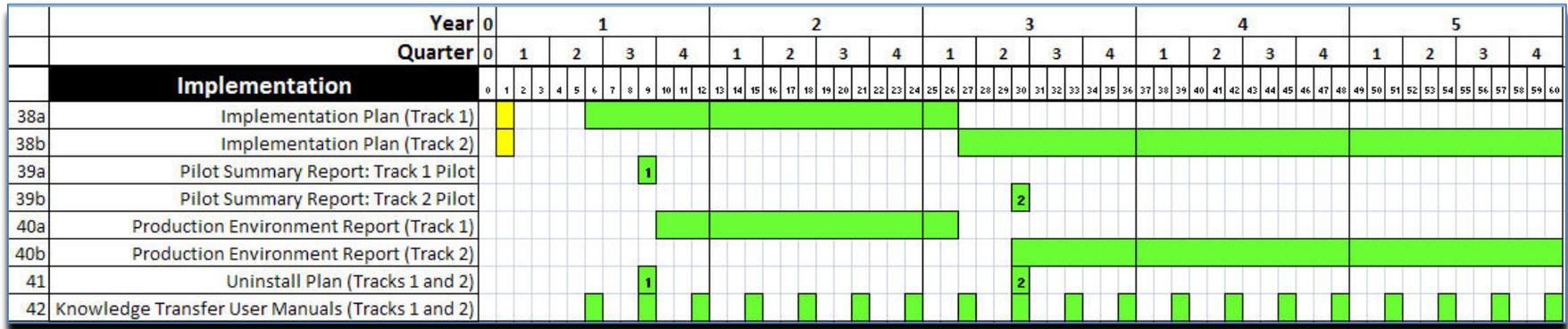
The Contractor will develop a formal training plan for each OMH Location that identifies all staff that will require training, what type of training will be provided, where the training will be held, and the dates for the training. This plan will include pre-Implementation training for all disciplines and support during the go-live startup for each hospital. The plan must also include delivery dates for training material and the training data bases. The OMH expects each user to receive 6-12 hours of training. Each OMH Location will have up to 10% 'super users' that will require additional training. These 'super-users' will be the first line of contact for end users, and therefore, will also require on-going training support. (See: Deliverable 45. System Implementation and Training Support Plan and section [4.10 Ongoing Support and Maintenance Phase.](#))

37. TRAINING REPORT

The Contractor shall complete a training report detailing the completed training activities of the end-users. The report shall contain the following but is not limited to: # of personnel trained, by profession; # of training sessions; overall assessment of staff's ability after completing training; recommended additional training; lesson learned; and results of certification testing. Each training report shall be submitted 5 days after the training is completed.

Track 1 - Base VistA training reports will concern the training of end-users on the Base VistA system. Track 2 – OMH EMR training reports shall include data on training for the OMH EMR as it is delivered to OMH Locations during the pilot and rollout of the application.

4.11.7. *Implementation Deliverables*



4-11 Implementation Deliverables Timeline

38. PROJECT IMPLEMENTATION PLAN (IP)

For Deliverables 38a and 38b (as shown above) the Contractor is responsible for creating and maintaining a detailed Implementation Plan (IP) for each OMH Location. The IP will contain documentation of the configuration baseline of the system for the OMH. The IP shall also include an appendix that addresses the detailed approach, milestones, resources, contingency planning, and migration planning, identifies technical impacts and risks, and includes mitigation activities. The Plan shall identify the design testing and evaluation and UAT testing events, and provide for a technical design review and test readiness reviews.

As an ongoing Deliverable, the IP will be updated for each OMH Location no later than 15 days before Implementation.

a. TRACK 1 – BASE VISTA IP

The Track 1 – Base Vista IP will include the OMH Central Office, four (4) Pilot Sites and up to twenty-two (22) remaining facilities. The Pilot Sites will be used for validation of hardware installations and migration and certification of all configurations, Enhancements, interfaces, data conversions and user training prior to startup of System in production. A time period for the Pilot will be established to verify successful operation of the system

in production to ensure all functionalities are in operation prior to rollout to the remaining Facilities. The draft IP will be due 30 days after Contract award, with the final due 30 days after the Initial Enterprise Assessment Plan has been approved.

b. TRACK 2 – OMH EMR IP

The Track 2 – OMH EMR IP will include the OMH Locations. Four Pilot Sites and their associated Outpatient Locations will be used for validation of hardware installations and migration and certification of all configurations, Enhancements, interfaces, data conversions and user training prior to startup of the OMH EMR in production. The Pilot will be established to verify successful operation of the system in production to ensure all functionalities are in operation prior to rollout to the remaining OMGH Locations. The draft Track 2 IP will be due 30 days after Contract award, with the final due no later than 30 days before the first Track 2 Pilot Implementation.

39. PILOT RESULTS REPORTS (2)

a. Track 1 - Base VistA Pilot Results (Central Office and 4 Facilities)

For the Track 1 pilot, The Contractor is responsible for providing one report for each pilot Implementation Site which summarizes the results of the Base VistA pilot including user acceptance of the system, user requested changes, system problems and system performance metrics. After each Implementation, the Contractor shall submit the Pilot Results Report no later than 10 days after the successful Implementation. The final Track 1 Pilot Results report shall be delivered 10 days after the successful Implementation of the Base VistA at the OMH Central Office and all four (4) pilot Facilities.

b. Track 2 – OMH EMR Pilot Results (Central Office, 4 Facilities and their Associated Outpatient Locations)

For the Track 2 pilot, the Contractor is responsible for providing one report for each pilot OMH Location which summarizes the results of the OMH EMR pilot including user acceptance of the system, user requested changes, system problems and system performance metrics. After each Implementation the Contractor shall update the Pilot Results Report no later than 10 days after the successful Implementation. The final Track 2 Pilot Results report shall be delivered 10 days after the successful Implementation of the OMH EMR at the Central Office, four (4) pilot Facilities, and all Outpatient Locations associated with the pilot Facilities.

40. PRODUCTION ENVIRONMENT REPORT

The Contractor is responsible for documenting the current production environment of software/hardware network, security, user configurations, at all OMH Locations. The Contractor is also responsible for documenting how the production environment was installed and describes detailed instructions so the OMH can install software if necessary. The report shall also list configuration and customization items developed.

The first production environment report shall be delivered 10 days after the successful completion of the Track 1 – Base VistA Pilot Implementations. After each Implementation at an OMH Location, the Contractor shall update the Production Environment Report no later than 10 days after the successful Implementation.

41. UNINSTALL PLAN

The Contractor shall create and maintain a plan describing how to uninstall software and, if necessary, roll back data migrations or data interface implementations, to bring the OMH back to original hardware/software/network/security state. Describe steps to be taken, timeframes, risks and issues.

- the first Uninstall plan is due no later than 5 days before the Track 1 - Base VistA pilot ends.
- the second Uninstall plan is due no later than 5 days before the Track 2 - OMH EMR pilot ends.

42. KNOWLEDGE TRANSFER USER MANUAL

Technical manuals, due quarterly, detailing all release notes, list of patches applied, build guide for EMR solution. The manual will also address curriculum, prerequisites, specific commercial and/or custom courses, e-learning courses, course materials, and any other tools required. The results of this knowledge transfer and the training provided will be that the OMH staff is fully capable of operating and maintaining the system, including all integrated Third Party Software, so that it is fully functional.

4.11.8. Maintenance/On-going Support Deliverables

- support end-user training by providing resources to resolve training issues that may arise during Core and Non-Core business hours.

The Contractor will be responsible for escalation and resolution processes, help desk processes and tiered response time. This plan is due 14 days before the first Track 1 - Base VistA Implementation Pilot and 14 days before the first Track 2 – OMH EMR Implementation pilot. See: [4.10 Ongoing Support and Maintenance Phase](#)

46. SOFTWARE TRANSITION PLAN

The Contractor will provide a Software Transition Plan no later than 14 days before the Track 1 Implementation Rollout component is complete. The Software transition Plan shall include documentation on the number and types of staff the OMH would need to support the EMR System, as well as a method for skills transfer that would allow a smooth transition of system support and maintenance to the OMH. The plan will be updated once a year.

The Contractor shall provide support for transition of the delivered software/software components to the OMH to include, but not be limited to, performing software test and verification, training, and corresponding documents that provide information on the use and maintenance of the software and its components.

The Software Transition Plan shall address all materials, to include but not be limited to, products, formats and media, schedules, and support models. The Contractor shall include all resources needed to control, copy, and distribute the software and its documentation. The Contractor shall identify all hardware and software that will be transitioned during the time frame of the transition.

47. HELP DESK REPORT

The Contractor will create a help desk report that will contain information on help desk calls, resolutions, escalated issues, number of calls received, type of calls, resolutions applied. This report is due monthly, to begin after the first successful Track 1 – Base VistA Pilot Implementation, and continue throughout the life of the project.

48. ENHANCEMENT MODIFICATION REPORT

The Contractor shall create a report that details requested Enhancements, the number of hours to complete modification, modification design & solutions and modification knowledge transfer and support. An [Enhancement Request Form](#) is provided as reference. Report is due five days after the enhancement request is received by the Contractor unless otherwise agreed to by the OMH.

49. ENHANCEMENT REQUEST MANAGEMENT PLAN

The Contractor is responsible for creating and maintaining a plan to manage enhancement requests. Plan shall detail the request process, and correlate with the Change Management and release management processes. The Contractor shall submit a draft plan 20 days after Contract award and a final plan 10 days before the Project Startup Phase ends.

50. CONTINGENCY OF OPERATIONS PLAN

The Contractor shall develop and submit a Contingency Operations Plan to the OMH to specify planning for the remediation of specific systems, equipment, software, and/or operations in the event of critical impact resulting from natural, accidental or intentional events. The Contingency Operations Plan shall be due no later than ten (10) business days before the first Track 1 – Base Vista Pilot Implementation, and will be updated on a quarterly basis. The Contingency Operations Plan shall document Contractor plans and procedures to maintain OMH support and shall include, but not be limited to the following:

- a description of the Contractor’s emergency management procedures and policy
- a description of how the Contractor will account for their employees during an emergency
- planned temporary work locations or alternate Facilities
- how the Contractor will communicate with the OMH during emergencies
- a list of primary and alternate Contractor points of contact, each with primary and alternate telephone numbers and e-mail addresses
- procedures for protecting the OMH furnished equipment (if any)
- procedures for safeguarding sensitive and/or classified OMH information (if applicable)

Oracle views to other OMH Patient Systems (exhibit 3) will need to be maintained.

53. OMH EMR IMPLEMENTATION

This Deliverable is: an Implemented OMH EMR, including all Core Functions, and all Additional Functionality as specified in the OMH Requirements, at all OMH locations (up to 26 Facilities and their associated Outpatient Locations). Implementation to include:

- completed training of end users at all OMH locations
- operational Interfaces from VistA to MHARS (ADT), VistA CPOE to Cerner Lab, and all other required interfaces as described in the Data Migration/Interface Design plan (Deliverable 17)
- completed migration of historical data per Data Migration/Interface Design plan (Deliverable 17)

Delivered functionality shall include all Base VistA functionality, plus all remaining Core Functions not implemented during the track 1 – Base VistA implementation, plus all Additional Functionality, including, but not limited to: ADT, Treatment Planning, Progress Notes, Reports, Decision Support, Clinician Scheduling, Outpatient Appointment Scheduling, Inpatient Program Scheduling, Document Imaging, Service Recording, Nutrition/Diet, SOMTA, Prisoner Treatment, Patient Security, and Immunization Control.

The acceptance process for this software product will involve OMH User Acceptance Test (UAT), Contractor bug fix, and go live support.

54. INTEGRATION INTERFACE/COMPONENTS – OMH EMR

The OMH maintains a variety of local data systems, that house current and legacy data, developed by individual OMH Locations. The Contractor will be required to provide, during the Implementation visit to each OMH Location a data mapping document that can be used to translate the local data store into the VistA data model to manage the import of external data. The OMH also requires that the Contractor provide technical information and planning guidance for the importing of this information once the OMH agrees to the content and volume.

This data spans 30 years of electronic data capture in its various technical platforms encompassing mainframe, Microsoft servers, desktops and database systems including CA-IDMS, ORACLE, SQL-SERVER and MS-ACCESS. The OMH currently utilizes Informatica PowerCenter and Informatica Data Quality as part of the data warehouse platform.

56. FINAL PROJECT REPORT

The Contractor shall create a final project report summarizing project activities, lessons learned, and next steps. The final report shall be submitted 15 days before Contract ends to the OMH PM.

4.11.11. Deliverable Acceptance Period

The first day of the Deliverable Acceptance Period shall be considered to be the first full Business day following the receipt of the Deliverable by the OMH. The Contractor's draft Project Plan, submitted with the Bid Proposal, will include an estimated acceptance period for each deliverable. The OMH shall determine the actual deliverable review acceptance time frames. The OMH will provide written approval of any accepted Deliverables.

The OMH will notify the Contractor in writing of any Deliverable that is found to be unacceptable. The Contractor shall have five (5) business days, or any other time frame established by OMH from receipt of such notice of non-acceptance to rectify, or re-perform the Deliverable Service. In the event that the Contractor is unable to rectify any issues, the OMH may implement the dispute resolution process.

In instances where the OMH requests additional information the OMH time clock for acceptance will be suspended, and a new review acceptance period established by OMH will commence upon the OMH receiving the corrected Deliverable.

4.12.HIGH LEVEL FUNCTIONAL REQUIREMENTS SUMMARY

The following section provides a high-level summary and sampling of requirements by functional area. It is based upon the stated desires of the OMH Central Office, Facility and clinical staff that were interviewed for the EMR Assessment project, as well as the HL7 **Electronic Health Record – System Functional Model, Release 1 February 2007**. (See: <http://www.hl7.org/impls/standards/ehrphr.cfm>)

Table 4-12 contains general descriptions for each of the categories of OMH EMR Functional Requirements. To gain a complete understanding of the EMR Functional Requirements that are known to the OMH at the time of this writing, the Bidder must review the requirements set forth as Exhibit 17_Requirements_Traceability_Matrix.xls. As set forth in section 7.3.3 Evaluation of Bidder Proposals, the Bidder must also review and acknowledge each requirement in the matrix, and attest to whether or not they agree to supply the required functionality, either through their As-Is system, custom development work, or third-party solution integration.

The Core Functions contained in Exhibit 17 are considered to be largely complete, but not entirely comprehensive or finalized. The OMH EMR Project Team, with assistance from the Contractor team, will continue to refine, elicit, document, and manage additional Requirements throughout the life of the project.

Requirement Category	General Description
ADT:	<p>Manages patient workflow from registering patient information in the Master Patient Index to tracking admissions, transfers and discharges. In the Track 1 Base Vista Implementation, ADT functionality will continue to be handled by MHARS, which will continue to run in parallel and interface ADT data with the Base Vista application.</p> <p>A primary objective of the Track 2 OMH EMR Implementation is to replace the ADT functionality currently performed by MHARS with an ADT component within the OMH EMR. Among the functions that the OMH requires the Vista's ADT component to enable staff to perform are:</p>

Requirement Category	General Description
	<ul style="list-style-type: none"> • assign a patient a case number after s/he has been accepted for admission. • discharge or transfer patients from inpatient to outpatient and vice versa • enable users to schedule permanent and temporary Inpatient transfers between OMH Facilities • generate a Discharge Summary, including a list of follow up appointments with dates and times and providers. • give users the ability to review referral information prior to patient arrival for admission including all documentation, labs, medications, discharge summary, admission historical information, notice of admission <p>Note: MHARS currently interfaces with OMH Billing Systems and supplies them with ADT data. Once ADT functionality is performed by VistA, rather than MHARS, it will be necessary to maintain an interface to export ADT data from VistA back to MHARS so that MHARS can continue to provide the billing systems with ADT data.</p>
BCMA:	<ul style="list-style-type: none"> • bar code scanning of medications, the patient, and nurse dispensing medications to ensure the correct meds are provided to the patient by authorized individuals • inventory medications monthly and annually • create and maintain a medication administration record • track patient refusal of medication
Business:	Broad goals, such as reducing errors, improving efficiency, reducing costs, and improving reporting, that are met through implementing related, more detailed Functional Requirements
Caseload Management:	Create custom patient lists and enable providers to mass re-assign patients to another clinician
Clinical Documents:	<ul style="list-style-type: none"> • Electronic form templates, customizable by individuals, Units, and Facilities, that will reduce redundant data entry by allowing diagnoses, Treatment Plan recommendations, Assessment data and other EMR entries to be included in other forms. • Microsoft Word™ - like functionality for data entry (spell check, bold, bulleting, text search, etc.)
Clinician Scheduling:	<ul style="list-style-type: none"> • enable active Clinic staff to view, add, and edit appointments for any staff • offer a choice of views, e.g., day/week/month and multiple calendars • have role-based permissions that present different screens/security levels based on logged in user • determine which clinician is available for an intake appointment
Codes:	<ul style="list-style-type: none"> • Financial and Administrative coding support and assistance, including Healthcare Procedure Coding System (HCPCS) codes • Support for conversion from ICD-9 to ICD-10 diagnoses classifications
CPOE:	<ul style="list-style-type: none"> • Computerized Physician Order Entry for labs,

Requirement Category	General Description
	<ul style="list-style-type: none"> • medications, consults, diet, imaging, vitals, etc. • Medication reconciliation for admissions, leaves, transfers, discharges • Interface with outside labs • e-Prescribing
Decision Support:	<ul style="list-style-type: none"> • Indicators/Reminders for required documentation based on event outcome (i.e. patient refuses treatment, patient not appropriate, patient accepted for additional screening; • Tracking of orders and alerting nurses to do a follow-up call for critical orders at specified times. • enter new or discontinue existing alerts/flags (e.g., at-risk for self-injury, etc.) for a patient • Clinical reminders for Tasks • Drug-drug and drug-allergy checking for medication orders • Issue Alerts for critical lab values • Enforced entry of required data
Document Imaging:	<ul style="list-style-type: none"> • Enable users to scan and store all hand written and hard copy case record material, attach those files to the patient record, and make them easily accessible on demand by authorized users. • Scanned documents must be searchable
Education:	<ul style="list-style-type: none"> • Maintain and document Health Education groups and individual sessions
General:	<ul style="list-style-type: none"> • Number of Implementation sites • Non-repudiation (can't change a finalized form)
HIPAA:	<ul style="list-style-type: none"> • Support for disclosure management in compliance with HIPAA and applicable law
Inpatient Program Scheduling:	<ul style="list-style-type: none"> • Schedule inpatient groups in a classroom style setting (Treatment Mall) including class location, instructor, time, dates of class and patient attendees • Schedule inside Facility medical or Clinic appointments, with the ability to include patient name, appointment date, appointment time and specific Clinic and medical problem for which patient is being seen. Requires coordination of staffing, safety, transportation.
Interface/Migration:	<ul style="list-style-type: none"> • Capable of exchanging messages with OMH and external systems using the HL7 Clinical Document Architecture • Import clinical records from existing OMH Patient Systems • Migrate seven years of data for a patient who was active in the last two years into VistA regardless of where the patient data is stored. • Receive ADT data from MHARS via the BIZTALK web service until MHARS is functionally replaced, and transmit ADT data to MHARS to continue to support billing after MHARS ceases to be the OMH EMR.
Laboratory:	<ul style="list-style-type: none"> • Interface OMH EMR to OMH Cerner Lab system • communicate results to infection Control system where appropriate • Provide order documentation to labs that are not

Requirement Category	General Description
	electronically interfaced to the OMH EMR
Nutrition/Diet:	<ul style="list-style-type: none"> • Support creation and maintenance of a Nutrition Care Plan utilizing data previously recorded into the patient record (e.g., Axis III (medical) diagnoses, labs, medications, height/weight (BMI)) • Communicate nutrition triggers to appropriate team members
Outpatient Appointment Scheduling:	<ul style="list-style-type: none"> • determine which clinician is available for assignment to the patient (this includes clinician and MD/NP) • permit an appointment to be scheduled in the future, or in the past (in order to accommodate walk-in appointments that require tracking) • generate a form letter to the patient confirming their appointment date/time; letter to include what to expect at the intake appointment
Patient Record:	<ul style="list-style-type: none"> • Patient record shall include a problem list that links to other EMR components, e.g., lab, pharmacy, assessments, clinical support, and treatment planning documents. • ability to capture and display diagnostic information which corresponds to the multi-axial assessment format and requirements of DSM-IV • ability to capture and display diagnostic information which corresponds to the ICD-9 Medical Diagnosis codes
Pharmacy:	<p>The OMH requires the EMR's Pharmacy Module to enable staff to:</p> <ul style="list-style-type: none"> • generate and process an electronic or printed fill list • document and track patient adverse reactions to medications • perform Medication Reconciliation upon a patient's return from leave • support the BCMA process • track and fill medical carts
Printing:	<ul style="list-style-type: none"> • all available pharmacy system labels • hard copies of orders for Services that are not supported by the system • Current medication list • Patient Profile screen • lab orders to be affixed to the specimens
Progress Notes:	<p>The Progress Notes component of the system shall:</p> <ul style="list-style-type: none"> • enable users to enter progress notes in the Medical Record document through text entry or voice recognition capabilities • enable users to import goals/objectives from the Treatment Plan into progress notes • supply Progress Notes data to the Nursing staff to include in their Shift report
Provider Management:	<ul style="list-style-type: none"> • Record and maintain license and NPI numbers for providers • Record and maintain provider location and contact information
Reports:	A collection of reports that are currently produced by Meds

Requirement Category	General Description
	<p>Manager and MHARS is set forth as Exhibit 5. Additional EMR reporting requirements include:</p> <ul style="list-style-type: none"> • an Ad hoc reporting ability to generate list of patients with current meds, labs, diagnoses, alerts, etc. to provide to on call/coverage physician • generation and transmittal reports on outcome measures to national databases. • data tracking for reporting of core and non-core measures to The Joint Commission. This data is currently collected through systems currently in place, e.g., NIMRS, DMHIS and MHARS. The system shall provide its information to the OMH data warehouse. • data collection and reporting capabilities for the following information required in the chart: <ol style="list-style-type: none"> 1. Administrative data 2. Base data for demographics, admission assessments and screenings, and medical liaison 3. Treatment planning, health teaching record 4. Progress notes 5. MD orders, medication record 6. Physical/medical Services. Lab/diagnostic results, consultation reports, vital sign record, observation flow sheet 7. Referral information • Case specific reports to conduct Quality Assurance reviews of Medical Records and care. Reviews of records include: HIM, UR Admission/Discharge chart reviews, focused reviews, and Clinical Pertinence reviews.
Security/Auditing:	<ul style="list-style-type: none"> • E-signatures, time and date stamps, non-repudiation • Auditing and system logging functionality • Role-based security and permissions • Ability to sequester or restrict access to records
Service Recording:	<ul style="list-style-type: none"> • Record Services provided including the following discrete data elements: Date/time of Service, Patient or Service recipient name, Direct or Indirect Service, participating staff, Service type, location where Service was provided • Track the time it takes for each referral event for entry during Service recording
SOMTA:	<ul style="list-style-type: none"> • Accommodate Sexual Offender Management and treatment Act ('SOMTA')-specific forms • Facilitate communication between Facilities, Central Office staff, assistant attorney general's office, psychiatric examiners, Facility administrative, and clinical staff.
Technical:	<ul style="list-style-type: none"> • Voice Recognition data entry capabilities • Acceptable Response time under peak user load • Expandable for additional modules and functionality • Protection of Integrity of Protected health Information ('PHI')
Training:	<ul style="list-style-type: none"> • Customized OMH EMR training system with on-line

Requirement Category	General Description
	instructional courses and certification testing modules <ul style="list-style-type: none"> • EMR User manuals for admission, pharmacy, nursing, clinician, doctors, administration, social worker, security and outpatient Clinic staff • Multimedia/video capability that shows end users how to complete VistA forms and navigate the VistA system.
Treatment Plan	<ul style="list-style-type: none"> • Functionality to record, store and update a treatment plan individualized for each patient and developed with input from the treatment team and based on initial assessments. • Ability to create, display and update a patient's Individual Service Plan (ISP), a client-centered treatment plan that includes goals, objectives, methods, problems, strengths (GOMPS)
Workflow	<ul style="list-style-type: none"> • assignment, delegation and/or transmission of tasks to the appropriate parties

4-12 OMH EMR Requirement Categories

4.12.1. *On-Site Bidder Solution Demonstration Requirements*

During the On-Site Vendor Solution Demonstration, selected vendors will be invited to demonstrate the solution they are proposing to meet the OMH's requirements for an EMR.

Bidders will be required to address Functional Requirements from four scripted scenarios, set forth as Exhibit_1, during the presentation:

The scripts for the Vendor Solution Demonstrations are composed of a subset of requirements from the Exhibit 17 requirements and a set of expected Bidder and/or System responses.

The scripted steps to follow for the four scenarios are set forth as:

- Exhibit 1_Scenario_Demo_Scripts.xlsx

Background for the scripts is set forth as:

- Exhibit 1_Inpatient Scenario.doc
- Exhibit 1_Laboratory Scenario.doc
- Exhibit 1_Outpatient Scenario.doc
- Exhibit 1_Pharmacy Scenario.doc

The scenario background documents describe the current business processes in place at a selected number of Facilities and ask the Bidder to demonstrate how their proposed solution will enable OMH to perform these processes in the proposed solution. The main categories of requirements within these scenarios are:

Inpatient Scenario:

- A. Admission Referral Work and Data Flow
- B. Forms, Shells, Template Customization Process
- C. Alerts/Flags and Clinical Decision Support
- D. Inpatient Preadmission/Admission (Other)
- E. Preadmission/Admission Process – Child/Youth

- F. Preadmission/Admission Process – SOMTA
- G. Treatment Planning
- H. Scheduler (Inpatient Scheduling and Staff Scheduling)
- I. Progress Notes
- J. Psychiatrist and medical specialist
- K. Nursing
- L. Psychology & Social Work
- M. Nutrition
- N. Recreational/Rehabilitation Services
- O. Generic
- P. Leave/Transfer
- Q. Discharge
- R. Administrative
- S. Miscellaneous

Laboratory Scenario:

- ADT Process
- Ad Hoc reporting, e.g., a “To-Do” list of patients who have not had a required test
- Link outside labs into VistA
- Link point of care device (e.g., glucometer) into VistA
- Electronic Alerts to Medical Staff for critical lab values

Outpatient Scenario:

- A. Preadmission/Admission Process
- B. Scheduler
- C. Treatment Planning Documents
- D. Scripts
- E. Service Recording
- F. Progress Notes
- G. Ongoing Treatment
- H. Discharge
- I. Administrative and Reports
- J. Miscellaneous

Pharmacy:

- A. Capability of system to ensure that the pharmacy obtains the patient’s demographic information from EMR
- B. Computerized Physician Order Entry
- C. Processing Orders
- D. Decision Support
- E. Medication Monitoring
- F. Pharmacy Inventory Control
- G. Laboratory Data Migration/Flow
- H. Report Generation
- I. E-Prescribing
- J. Availability of Medications/Dose/Frequency in EMR

4.12.2. *User Interface*

It is the intent of the OMH to use the CPRS or a CPRS ‘look alike’ as the base interface for the OMH VistA EMR product. A set of wireframes, based on existing VistA features, MHARS, and locally developed applications were created by OMH Applications development with the

assistance of staff at 3 OMH Facilities. These wireframes, which are set forth as Exhibits 2_1 through 2_13, while intended to demonstrate a potential look and feel for certain portions of the desired EMR functionality, are mainly included to represent information structure and do not represent actual screen designs. They include wireframes for:

- Chart Inquiries
- Clinical Notes
- Consults
- Discharge Summary Tab
- EMR Main
- Lab Results
- Meds
- Orders
- Patient Summary
- Problem List Tab
- Treatment Plan
- Vital Signs
- Ward Journal

The Bid Proposal should specifically detail where the Contractor is proposing end user interfaces for the VistA GUI that are an improvement over the old style 'roll and scroll' interfaces present in many legacy systems.

4.13.ADDITIONAL REQUIREMENTS

4.13.1. General

- The Contractor will develop a centralized server environment allowing for a single application with a single database with security to ensure that data is appropriately partitioned so facilities cannot access other Facilities' data and that the integrity of data for each individual Facility is strictly maintained in accordance with HIPAA and HI-Tech provisions. Statewide user access will be LDAP compatible, and will be allowed within the necessary access groups and will **not** require a separate 'log on', user id or password/token process to gain access to multiple partitions. Access to the individual and specific database files will be limited to each Facility and a global access will be available to the OMH Central Office. The Contractor will ensure that VistA configuration and security model will meet the needs of OMH and maintain a secure environment and flexible access model. The Contractor will ensure that the system will operate within the OMH's existing computer network environment to the fullest extent possible, complying with security, topology, and protocol requirements. To minimize costs, the utilization of existing computer and network hardware and software identified in [Section 5 - Supporting Information](#) is of paramount importance.
- The Contractor will provide future upgrades/updates to Contractor-provided Third Party Software for the life of the Contract and provide the necessary maintenance and support.
- The Contractor will provide full installation and Implementation of VistA and recommended third party applications once approved by the OMH.
- The Contractor will be responsible for maintaining VistA at its most current version and ensure that all customization/modifications and interfaces are compatible with the current version.

- The Contractor will work with the U.S. Department of Veterans Affairs (VA) FOIA office to ensure that future plans, software development, corrections and modifications are immediately available to the OMH upon release by the VA. The OMH also requires that the Contractor maintain its software migration plans to incorporate all technology upgrades consistent with migration and deployment of a web based product when it is available from the VA.
- The Contractor must configure a testing and development environment as well as a live production environment at the OMH's Central Office that is fully licensed, fully functional, and operates independently, yet allows moving tested modules to the production environment without re-creation of coding changes in production.
- The Contractor must follow the OMH's Change Management process to ensure new functionality is fully tested before it is moved to the production environment. A flowchart of this process and a Change Management Meeting protocol is located in Exhibit 12.
- The Contractor will provide recommendations to the OMH for technical solutions for load balancing and high availability, disaster recovery and data replication as part of the Infrastructure Architecture Design document (Deliverable 15). These solutions must have been previously implemented and the Contractor is required to prepare documentation to support its current use and reliability.

4.13.2. *HL7 Compliant*

The Contractor supplied solution must be capable of producing standard HL7 Messages. The Contractor must provide an explanation outlining their technical and procedural solution. The HL7 information may be found at the following link:

<http://www.hl7.org/implement/standards/index.cfm>

This information must be provided as part of the Technical Approach portion of the Bidder's response.

5. Supporting Information

5.1. OMH FACILITIES AND USER COUNTS

This table lists the estimated maximum number of users (as of November 2011) who will be associated with the VistA EMR pilot Implementation at OMH Facilities and associated Clinics.

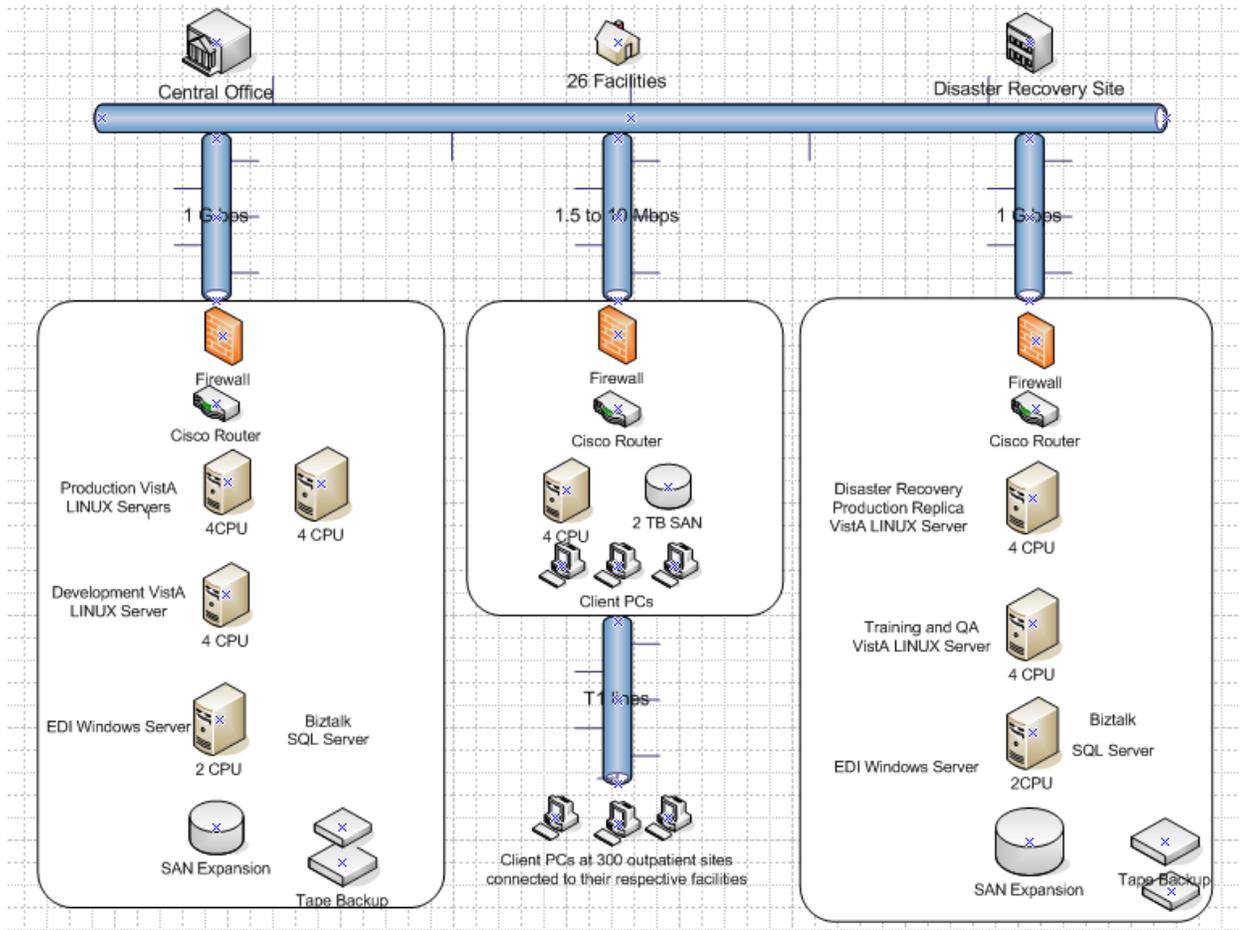
Facility Name	Number of Users
South Beach PC	606
Capital District	206
Central New York PC+SOTP	1034
Central Office	30
Brooklyn Children	104
Total	1980

This table lists the number of users (as of November 2011) who will be associated with the remaining VistA EMR Implementation at OMH Facilities and associated Clinics.

Facility Name	Number of Users
Bronx PC + Bronx CPC	361
Rochester PC	312
Elmira PC	145
Kirby PC	56
Buffalo PC	277
Pilgrim PC	495
Queens CPC	204
Rockland PC	647
Creedmoor PC	230
Hutchings PC	350
Kingsboro PC	262
Manhattan PC +SOTP	173
Rockland CPC	99
Sagamore CPC	243
Mid Hudson PC	113
Hudson River PC *	194
St. Lawrence PC +SOTP	490
Mohawk Valley PC	367
New York Psy.Inst. +NKI	293
Western New York CPC	127
Greater Binghamton PC	144
Total	5409

* Hudson River PC is scheduled for closure during the term of the project. Their user count is not included in this total.

5.2. OMH'S PROPOSED HARDWARE ARCHITECTURE



5-1 High Level Hardware Architecture for Vista based EMR Implementation at OMH

The above diagram gives a high level overview of the proposed hardware architecture for the Vista based EMR Implementation at the OMH. This is based on the OMH's current understanding of Vista and internal assessment. Based on the table (Section B. OMH Facilities and User Counts) of potential number of Sites, users, patients, outpatient Sites etc., Contractors are required to provide their own suggestions, modifications and recommendations to the above diagram. Contractors should point out any major gaps and/or discrepancies as far as hardware and network requirements. If needed, the Contractor should also provide any end user hardware specific recommendations.

In the diagram the OMH depicts the following:

- Main production servers and databases located at the Central Office (44 Holland Avenue, Albany NY).
- Production like replicas at the disaster recovery Site at Utica.
- The 26 Facilities connected to the OMH network thru 10 Mbps eport lines.

Around 310 outpatient Clinics are connected to their respective base Facilities thru T1 (or similar) lines. (Refer to table in Artifact 1 for number of outpatient Facilities at each PC).

5.3. OMH HARDWARE/SOFTWARE CONFIGURATION TO SUPPORT EMR PROJECT

The OMH will provide all CACHE licenses for this project.

Server Functions	Dell Model #	Processors (cores)	Memory	Disk	Total #
VistA Cache - Prod	R910	4(8)	128G	Dual 146G, 15K	2
VistA Application Prod	R715	2(12)	32G	Dual 146G, 15K	3
VistA Cache QA-DR	R910	4(8)	128G	Dual 146G, 15K	1
VistA Application QA-DR	R715	2(12)	32G	Dual 146G, 15K	2
VistA Dev Cache	R715	2(8)	32G	Dual 146G, 10K	1
VistA Dev App.	Virtual	2(1)	4G	20G	2

5-2 VistA Server Configuration

5.4. INPATIENT AND OUTPATIENT COUNTS BY FACILITY

A list of Inpatient and Outpatient counts by Facility is set forth as Exhibit 16:

- Exhibit 16_Inpatient counts by ward within Facility.xls
- Exhibit 16_Outpatient counts by unit-clinic within Facility.xls

6. Enhancements

At the request of the OMH the Contractor will perform Enhancements including building Additional Functionality and Additional Deliverables for the OMH EMR. OMH will notify the Contractor in writing defining the nature of the Enhancement including a request for a cost estimate, approximate time (hours) and resources necessary to complete the Enhancement.

The Contractor will be paid the flat Hourly Rate set forth in its Financial Proposal for carrying out an Enhancement.

This Enhancement request process shall be available to OMH throughout the life of the project.

When OMH desires an Enhancement Deliverable, the Contractor must provide OMH with:

- A. The fixed price cost to carry out the Enhancement Deliverable;
- B. A breakdown of the fixed price cost showing the number of estimated hours to be performed per job category listed in Attachment O, which in total comprises the fixed price;
- C. An analysis of the level of work to be performed
- D. The impact of carrying out the Enhancement Deliverable on OMH EMR operations and development activities.

OMH and the Independent Verification and Validation (IV&V) vendor will pre-approve each Enhancement Deliverable. This will include an examination as to whether the proposed hours for each job category (as listed in Attachment O) are reasonable and realistic. For example, if OMH/IV&V determine that the number of hours delegated for a higher priced category is too low, then OMH will require the vendor to increase the hours for that job category. Once the fixed price has been established for the Enhancement Deliverable, there will be no increase in price whether or not the initial estimated quantity or type of hours is exceeded.

The Contractor will be required to track and submit reports during the performance of the Enhancement Deliverable showing the actual number of hours per job title used for the reporting period. OMH and the IV&V will review the reported usage. A contractual procedure will be established to allow OMH to modify/amend/enforce the hours per job title during the Deliverable performance period.

6.1.1. Enhancement Request Form

(Next Page)

Enhancement Request Template

OMH Enhancement Request			
Requested By	Project Role	Signature	Date
	OMH Project Manager		

Enhancement TITLE:	
---------------------------	--

OMH Description Of Proposed Enhancement

Reason for Enhancement and Impact of Not Making the Change:	
--	--

Contractor Response		
Job Category Per Attachment O List Categories	Estimated Hours for Job Category	Total Charge for Job Category (Number of Hours x Cost per Hour)
Total Cost:		

Target Completion Date: _____

Contractor Description Of Proposed Enhancement	
Complexity	
Impact on Operations	

RECOMMENDED PROPOSED CHANGE:

APPROVE REJECT

COMMENTS:

OMH ENHANCEMENT APPROVAL			
Reviewer Name	Project Role	Signature	Date
Approver Name	Project Manager	Signature	Date
CBO Approver	Project Role	Signature	Date

(Add attachments as necessary)

7. RFP Evaluation Criteria and Bid Submission Requirements

7.1. DEFINITIONS

Defined Terms in the Glossary which are used in this Section 7 are restated below for reference.

Additional Deliverables means deliverables not set forth in the RFP.

Additional Functionality means the agreed upon functionality, that is not already included in the Requirements Traceability Matrix at the time this RFP is issued, which the Contractor will build or integrate to add to the Base Vista Solution or the OMH EMR.

As Is Vista Solution means the Bidder's Vista product as it exists at the time of submission of the Bid. By definition, each Bidders' As Is Vista Solution will include all Core Functions which that Bidder has indicated on the Requirements Traceability Matrix are met by its existing Vista product (i.e., executable object code immediately available to OMH).

Bid or Bid Proposal(s) means a Bidder's Financial Proposal and Technical Proposal.

Bidder means an entity which has submitted a Bid/Bid Proposal.

Bid Documents means this RFP and all attachments and exhibits referenced therein.

Bidder Experience means the mandatory Bidder Experience set forth in RFP Section 3.

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

Contractor or Successful Bidder means the Bidder that is awarded the Contract.

Core Function(s) means all the functions set forth in RFP Exhibit 17 "The Requirements Traceability Matrix."

Deliverables means the set of products to be delivered to the OMH by the Contractor to fulfill the terms of this contract, See: [4.11 Timeline And Description of EMR Project Deliverables](#). See also: Fixed Price Deliverables and Hourly Rate Deliverables.

Enhancements mean the Additional Functionality and Additional Deliverables.

Evaluation Panel means the individuals designated by OMH to review, evaluate, and score Bid Proposals (or a portion thereof).

Executive Presentation means a Bidder's presentation as described in RFP Section 7.3.6

Exhibit 1 Functions means all the functions set forth in Exhibit 1 of the RFP.

Final Proposal Score means a Bidder's combined Financial Score and Technical Score.

Financial Score means the evaluation score for a Bidder's Financial Proposal.

Fixed Price Deliverables means the deliverables described in RFP Section 4, excluding Enhancements.

Hourly Rate means the Contractor's flat per hour cost to carry out Hourly Rate Deliverables.

Hourly Rate Deliverable(s) means the deliverables resulting from Enhancements.

Key Staff means those individuals identified by a Bidder to perform the staff roles described in RFP Section 3.

Key Staff Experience means the Key Staff mandatory experience set forth in RFP Section 3 and Attachment S.

Key Staff Interview(s) means the interviews of Key Staff as described in RFP Section 7.3.4

Mandatory Experience means Key Staff Experience and Bidder Experience.

OAG means the Office of the Attorney General of New York.

On-site Bidder Solution Presentation means the Bidder's demonstration pursuant to RFP [Section 7.3.3.2. Technical Proposal Evaluation - Technical Score Part 2](#). See Also: Section [4.12.1 On-Site Bidder Solution Demonstration Requirements](#)

OSC means the Office of the State Comptroller of New York.

Project means the full scope of tasks to be carried out by the Contractor under the RFP and the Contract, including Enhancements.

Proposal/Bid Due Date means the date and time upon which Bid Proposals are required to be submitted to OMH in order to be considered for evaluation.

RFP means this Request for Proposal entitled "New York State Office of Mental Health Request for Proposal (RFP)/C009999 for the Procurement of Electronic Medical Records System (EMR)" and any attachments/exhibits referenced therein.

RFP Release Date means the date upon which this RFP solicitation is published in the New York State Contract Reporter.

Requirements Traceability Matrix means the matrix set forth in RFP Exhibit 17 which contains the Core Functions. This baseline set of requirements will be imported into a Requirements Management Tool and added to throughout the Project.

Services mean those services to be provided by the Contractor pursuant to the resulting Contract.

Technical Score (maximum of 70 points) means the evaluation score for a Bidder's Technical Proposal, comprised of the sum of the following:

- **the Technical Score Part 1** (maximum of 40 points) means the sum of the scores for the Bidder's Project Management and Implementation Approach, Technical Approach, Training Approach, and Solution Readiness Evaluation as set forth in [Section 7.3.3.1 Technical Proposal Evaluation - Technical Score Part 1](#).
- **the Technical Score Part 2** (maximum of 20 points) means the score for a Bidder's On-Site Bidder Solution Presentation.
- **the Technical Score Part 3** (maximum of 10 points) means the score for a Bidder's Executive Presentation.

7.2. EVENT DATES

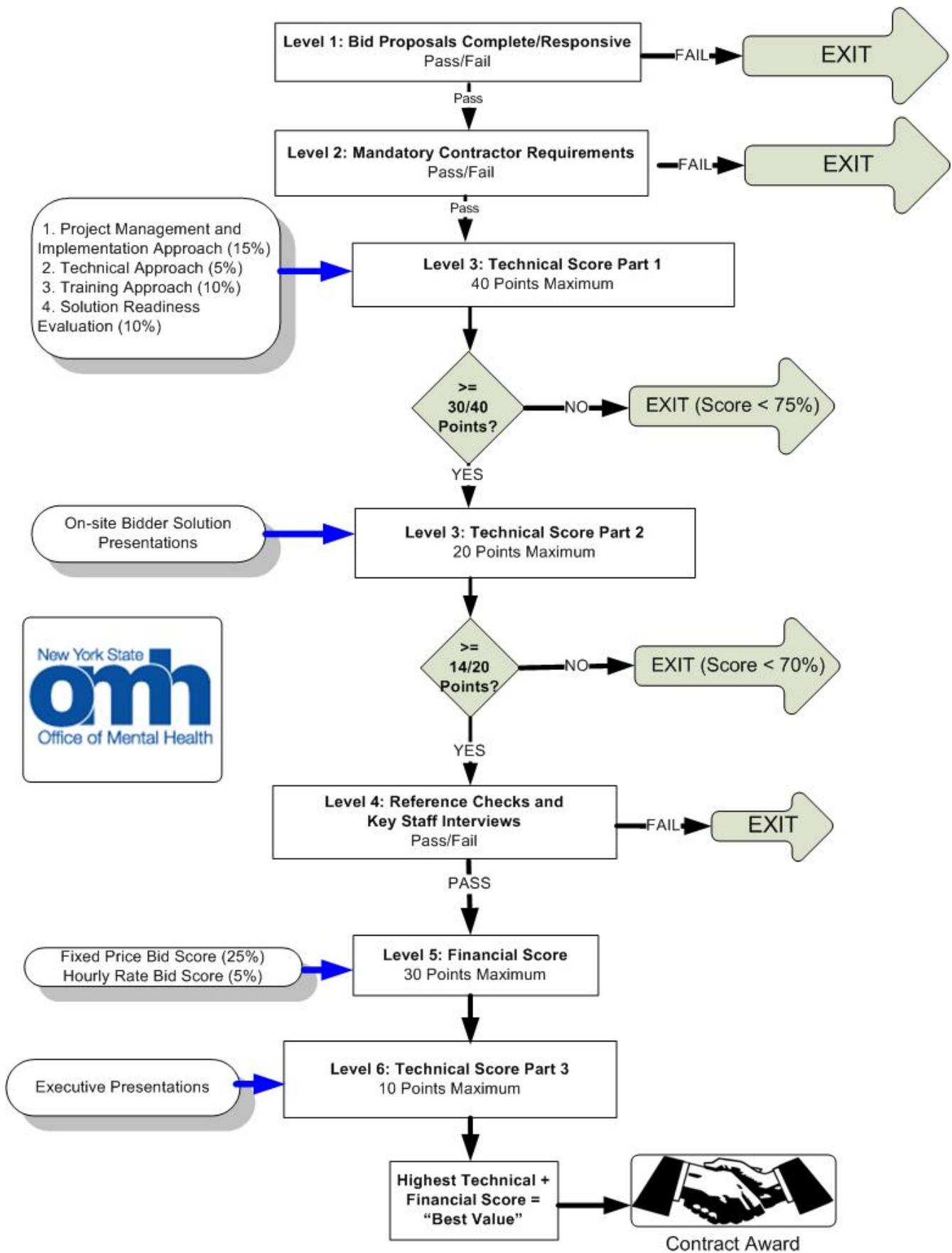
The following events and dates are subject to change upon OMH indicating such a change in writing.

Event	Date
RFP Release Date:	Friday, December 16 th , 2011
Return of Pre-Bid Conference Form (Attachment A):	Monday, January 23 rd , 2012
Mandatory Pre-Bid Conference/OMH Demos: Day 1	Monday, February 6 th , 2012
Mandatory Pre-Bid Conference/OMH Demos: Day 2	Tuesday, February 7 th , 2012
Final Receipt of Questions from Bidders:	Tuesday, February 21 st , 2012
Questions & Answers posted by OMH (for Pre-Bid Conference attendees):	Monday, March 5 th , 2012
Bid Proposal submission or No Bid Reply Form Due Date	Friday, April 27 th , 2012
OMH review of Level 1 and Level 2 mandatory requirements (see RFP Sections 7.3.1 and 7.3.2)	Monday, April 30 th , 2012 through Friday, May 4 th , 2012
OMH notification to Bidders on meeting or not meeting the Pass/Fail Mandatory Experience requirements:	Monday, May 7 th , 2012
<ul style="list-style-type: none"> Disqualified Bidder debriefing request deadline (w/in 5 business days of notification) 	Monday, May 14 th , 2012
<ul style="list-style-type: none"> OMH response (w/in 10 business days of receipt of debriefing request). OMH response time for protests and debriefings may be extended at OMH's discretion if necessary. 	Tuesday, May 29 th , 2012
OMH Technical Proposal (Parts 1 & 2) evaluation process	Monday, May 7 th , 2012 through Monday, July 9 th , 2012
1. Technical Proposal Evaluation, Part 1	Monday, May 7 th , 2012 through Friday, June 1 st , 2012
2. Notification of Technical Proposal Evaluation, Part 1 scores	Monday, June 4 th , 2012
3. Technical Proposal Evaluation, Part 2 - Bidder On-site Solution Demonstrations (for Bidders with Technical Proposal Evaluation, Part 1 scores >= 30 points)	Monday, June 11 th , 2012 through Friday, July 13 th , 2012
OMH Scores Financial Proposals	Monday, July 16 th , 2012 through Friday, July 27 th , 2012
OMH Reference Checks	Monday, July 16 th , 2012 through Friday, July 27 th , 2012
1. Bidder Reference Checks	Monday, July 16 th , 2012 through Friday, July 27 th , 2012
2. Key Staff Reference Checks	Monday, July 16 th , 2012 through Friday, July 27 th , 2012
3. OMH notification of Bidders disqualified for failed Reference Checks	Friday, July 27 th , 2012
OMH Interviews Key Staff	Monday, July 30 th , 2012 through Friday, August 3 rd , 2012
OMH Evaluates Bidder Executive Presentations	Monday, August 13 th , 2012 through Monday, August 20 th , 2012
OMH selects winning Bidder; Contract negotiations begin	Monday, August 20 th , 2012
Select/Non-Select Letters sent to appropriate Bidders	Monday, August 20 th , 2012
NYS approval of final project budget	
Debriefing Request Deadline (w/in 5 days of Select/Non-Select notification)	Monday, August 27 th , 2012

Event	Date
OMH response (w/in 10 business days)	Monday, September 10 th , 2012
Bid Protest Deadline:	OMH must receive no later than 10 business days after date on the Non-Select Letter (8/28/2012) or 5 business days from the date of a completed debriefing
OMH response to Bid Protests. (OMH response time for protests and debriefings may be extended at OMH's discretion if necessary.)	15 business days after receipt of Bid Protest.
Contract packet to Control Agencies for approval:	<ol style="list-style-type: none"> 1. Dept of Law/Attorney General Office (10 days average) 2. Office of State Comptroller (up to 90 days by statute)
Anticipated Contract Start Date:	Monday, December 3rd, 2012

7.3. EVALUATION PROCESS

The evaluation process for the Bids will consist of six levels, as shown in Figure 7-1 Evaluation Process Flow Chart.



7-1 Evaluation Process Flow Chart

- **Level 1:** The objective for this level is to determine whether Bid Proposals are complete (responsive) pursuant to [Section 7.4 Bid Proposal Submission Requirements](#) (Pass/Fail).
- **Level 2:** The objective for this level is to determine whether Bid Proposals which satisfy Level 1 meet the Bidder Experience and Key Staff Experience set forth in RFP [Section 3 Mandatory Contractor Requirements](#) and [Attachment S](#) (Pass/Fail)
- **Level 3:** The objective for this level is to calculate the Technical Scores Parts 1 & 2, for Bidders that have met the Pass/Fail mandatory requirements in Levels 1 and 2. The Technical Score Part 1 is based on an evaluation of the Bidder's Project Management and Implementation Approach, Technical Approach, Training Approach, and Solution Readiness Evaluation. The Technical Score Part 2 is based on an evaluation of the On-site Bidder Solution Demonstration.
- **Level 4:** The objective for this level is to evaluate the references for all Bidders and Key Staff that have successfully advanced through the first three levels, and interview Key Staff from Bidders that advance through the reference checks. More information on the procedure and criteria for evaluating Bidder and Key Staff references is forth in RFP [Section 7.3.4. Level 4: Reference Checks and Key Staff Interviews](#). (Pass/Fail)
- **Level 5:** The objective for this Level is to evaluate and score the Financial Proposals and assign a maximum of 30 points to Bidders based upon the sum of their Fixed Price Bid score and their Hourly Rate Bid score. See: Section [7.3.5 Level 5: Financial Proposal Evaluation](#).
- **Level 6:** The objective for this level is to evaluate a Bidder's Executive Presentation as set forth in Section [7.3.6 Level 6: Executive Presentations – Technical Score Part 3](#).

The Bidder with the highest combined Technical Score and Financial Score ("Final Proposal Score"), shall be the winning Bidder contingent upon Contract approval.

The Final Proposal Score will be calculated using the following weighted formula:

Financial Score	30%
+ Technical Score	70%
= Final Proposal Score	100%

In the case of tied Final Proposal Scores between two or more Bidders, the OMH shall select the one from among the tied Bidders who has the highest Financial Score.

The selection of a Bidder will be based on "Best Value." Best Value is the basis for awarding a contract which optimizes quality, cost, and efficiency among responsible and responsive Bidders.

7.3.1. Level 1: Bid Compliance

OMH will designate an Evaluation Panel to evaluate each Bidder's Bid Proposal. However, before ANY evaluation begins, OMH will review each Bid Proposal which it has received to determine if it is complete and accurate by confirming that it contains all the required information, and forms as set forth in RFP [Section 7.4 "Bid Proposal Submission Requirements](#)." If it does not, a Bidder will be disqualified from consideration as non-responsive, unless OMH determines, in its sole discretion, to waive or modify a minor technicality, irregularity or omission in a Bid Proposal and permit the Bidder to correct its submission within a designated time frame. **(Pass/Fail)**

7.3.2. Level 2: Mandatory Experience

Bid Proposals shall be deemed non-responsive if the Mandatory Experience requirements referenced in this Section are not met. Non-responsive Bid Proposals will not be evaluated or ranked.

A. Bidder's Experience (Pass/Fail)

Section 3 of the RFP sets forth the mandatory Bidder Experience Bidders are required to meet. Bidders who fail to meet such experience will be disqualified.

B. Key Staff Mandatory Experience. (Pass/Fail)

Bidder's Key Staff mandatory qualification forms ([see: Attachment S: Mandatory Qualifications Detail Forms](#)) will be evaluated to determine whether each of the Bidders six Key Staff satisfies the Key Staff Experience set forth in RFP Section 3 and Attachment S. Failure to demonstrate that Key Staff Experience is met will result in the disqualification of a Bidder.

Contact Bidders: The OMH, through its designated e-mail contact, will contact Bidders to inform them if they have met or not met all Mandatory Experience. Those Bidders which do not meet all Mandatory Experience are deemed disqualified and shall not be considered further in the evaluation process.

7.3.3. Level 3: Evaluation of Technical Proposals, Parts 1 and 2

7.3.3.1. TECHNICAL PROPOSAL EVALUATION- TECHNICAL SCORE (MAXIMUM 40 POINTS)

Bidders' Technical Proposals will be evaluated as follows:

The Technical Score is worth a total of 70 points out of the 100 total evaluation points, or 70% of the Final Proposal Score to be awarded. The Technical Evaluation Score Part 1 is worth a maximum score of 40 points.

In order to advance and be considered for further evaluation, Bidders must obtain a score of 30 or more of the 40 available Technical Evaluation Score Part 1 points. However, in order to maintain a pool of at least three Bidders, the OMH reserves the right to advance a Bidder that scores less than 30 points on the Technical Evaluation Score Part 1, which is calculated from the sum of the following components:

1. **Project Management and Implementation Approach (15 points):**
See RFP [Section 7.4.1 How Technical Proposals are to be Prepared](#) for more details.
2. **Technical Approach (5 points):**
See RFP [Section 7.4.1 How Technical Proposals are to be Prepared](#) for more details.
3. **Training Approach (10 points):**
See RFP [Section 7.4.1 How Technical Proposals are to be Prepared](#) for more details.
4. **Solution Readiness Evaluation (10 points)**
Based on Bidder's Requirements Traceability Matrix (**Exhibit 17**)

The Requirements Traceability Matrix in Exhibit 17 sets forth the Core Functions. A Bidder must complete this Matrix, and provide a response in Column F – Bidder Acknowledgement with regard to its ability to provide each Core Function. Bidders must respond with one of the following values:

- 0 points - Bidder's As Is Vista Solution does not currently perform this Core Function; Bidder does not agree to build or supply this Core Function ("Will Not Meet").
- 1 point - Bidder's As Is Vista Solution does not currently perform this Core Function; Bidder agrees to build this Core Function ("Build").
- 2 points - Bidder's As Is Vista Solution does not currently perform this Core Function; Bidder will integrate a third party solution to meet this Core Function ("Third Party").
- 5 points - Bidder's As Is Vista Solution performs this Core Function ("Meets").

A single zero score ("Will Not Meet") on any one of the Core Functions will result in disqualification of the bidder unless **all** Bidders indicate that they "Will Not Meet" that particular Core Function, in which case the OMH reserves the right to eliminate the Core Function.

The values in Column F will be summed and the Bidder with the highest point total will receive a score of 10 points. The remaining Bidders point totals will then be normalized and rounded to two decimal places as follows:

Formula	Sample Bid 1	Sample Bid 2	Sample Bid 3
Solution Readiness Evaluation Score	2750	2435	1835
Divided by High Score	2750	2750	2750
Times Maximum Points Available	10	10	10
= Normalized Score	10	8.85	6.67

Note: Complete the Matrix in Exhibit 17 by filling in the “Bidder Acknowledgment” column.

In order to advance and be considered for further evaluation, Bidders must obtain a score of 30 or more of the 40 available Technical Evaluation Score Part 1 points.

7.3.3.2. TECHNICAL PROPOSAL EVALUATION- TECHNICAL SCORE PART 2 (MAXIMUM 20 POINTS)

The Technical Evaluation Score Part 2 is worth a maximum of 20 of the 70 available Technical Proposal points.

In order to advance and be considered for further evaluation, Bidders must obtain a score of 14 or more of the 20 available points for the Technical Score Part 2. However, in order to maintain a pool of at least three Bidders, the OMH reserves the right to advance a Bidder that scores less than 14 points on the Technical Score Part 2.

The Technical Score Part 2 will be determined based on a Bidder’s On-site Bidder Solution Presentation demonstrating the functions set forth in Exhibit 1 (“the Exhibit 1 Functions”). The Exhibit 1 Functions are a subset of the Core Functions. The On-site Bidder Solution Presentations will enable OMH to assess functional capabilities, and to evaluate, among other criteria, the extent to which 1) users can complete tasks with a high degree of efficiency, 2) user needs are met, and 3) the level of resources necessary to perform a task.

The points from all evaluators for each of the four scenarios identified below will be summed, and the scores normalized, to two decimal places, to award the full 20 points to the highest scoring Bidder and the remaining scores compared to the top score as follows:

Formula	Sample Bid 1	Sample Bid 2	Sample Bid 3
On-site Bidder Solution Presentation Score	1694	1419	1240.4
Divided by High Score	1694	1694	1694
Times Maximum Points Available	20	20	20
= Normalized Score	20	16.75	14.64

For Exhibit 1 Functions which are yet to be developed by Bidders, wireframes, power points, or other visual aids which can illustrate such functions may be provided.

On-site Bidder Solution Presentations shall, to the maximum extent feasible, follow the order in which the Exhibit 1 Functions are set forth. On-site Bidder Solution Presentations shall consist of live on-site presentations of four component scenarios (Inpatient, Outpatient, Pharmacy and Laboratory) identified in RFP Exhibit 1. Additional background information for each scenario is set forth in RFP [Section 4.12.1 On-Site Bidder Solution Presentation Requirements](#).

The On-site Bidder Solution Presentations of the Inpatient Scenario and the Outpatient Scenario will be limited to no more than 5 hours each, including a 60 minute Q & A period for each scenario. Bidders should allow for a break period, as determined by OMH, between each section in a scenario for the evaluation group to score that section. The Q & A period may be used to seek clarification on functionality presented during the demonstrations. The demonstrations of the Pharmacy Scenario and the Laboratory Scenario will be limited to no more than 2 hours each including a 30 minute Q & A period for each scenario.

The OMH will provide the necessary meeting room equipment and internet/network connection and any projection equipment if requested by the Bidder. The Bidder will inform the OMH of any needed support at least one week prior to the demonstration.

OMH will record (both audio and video) the On-site Bidder Solution Presentations. The videotaped On-site Bidder Solution Presentations will be considered records of the State which are subject to the provisions of the NYS Freedom of Information Law unless they are exempt from disclosure under one of its provisions. (See: [Section 7.7.5 Bid Confidentiality/FOIL](#) which allows a Bidder to identify record(s) which it deems exempted from disclosure under FOIL).

Evaluators will be permitted to review videotaped On-site Bidder Solution Presentations before submitting their final evaluation scores.

No cost information may be presented or discussed during the On-site Bidder Solution Presentation

7.3.4. Level 4: Reference Checks and Key Staff Interviews (Pass/Fail)

Reference checks for Bidders and Key Staff, and Key Staff Interviews will be conducted for all Bidders who have successfully advanced through the first three levels of the evaluation process. Reference Checks and Key Staff Interviews are Pass/Fail; Bidders that fail a Bidder Reference Check, Key Staff Reference Check, or Key Staff Interview may be removed from further consideration.

7.3.4.1. BIDDER REFERENCE CHECK (PASS/FAIL)

OMH will contact two of the Bidder's project references provided on **Attachment Q: Project Abstract Form. (Pass/Fail)**

References must be from the Bidder's client/customer project management or supervisory staff related to work actually performed for a client for a project of similar scope. References must relate to work performed within three (3) years prior to the Proposal Due Date. Reference providers must have firsthand knowledge of the ability of a Bidder to perform the type of consulting services requested in this RFP. References cannot be from the submitting Bidder or former Bidder staff employed by the company providing the reference. A Bidder will receive a "Fail" rating on a Bidder Reference Check if the person contacted as a reference:

- cannot or will not confirm that the Bidder's firm performed project work during the time periods and in the roles as claimed OR
- confirms that the Bidder's firm worked on the project during the time periods and in the roles as claimed, but cannot or will not rate their performance as "satisfactory" or better.

A Bidder will be disqualified if:

- If the Bidder receives a Fail rating on a completed reference call; or
- The OMH is not able to successfully complete reference calls during the RFP evaluation period after the Bidder has been given an opportunity to remedy the situation.

If the OMH experiences difficulty in making successful reference contacts to meet the minimum of 2, the OMH will contact the Bidder by e-mail to make it aware of the situation and establish a deadline by which the Bidder must either provide new reference contacts or otherwise ensure a successful contact. In the event a Bidder is disqualified due to a failed reference call, the OMH may, in order to maintain a pool of at least three bidders, replace that Bidder with the Bidder that obtained the next highest Technical Proposal Score up to this point.

7.3.4.2. KEY STAFF REFERENCE CHECKS (PASS/FAIL)

For Key Staff, the OMH must be able to successfully complete at least 2 reference calls to references named on **ATTACHMENT S: Mandatory Qualifications Detail Forms** for each candidate. Each completed reference call will result in a Pass/Fail rating for each Key Staff. Bidder will receive a "Fail" rating on a Key Staff reference call if the person contacted as a reference:

- cannot or will not confirm that the proposed Key Staff worked on the project during the time periods and in the roles as claimed OR
- confirms that the proposed Key Staff worked on the project during the time periods and in the roles as claimed, but cannot or will not rate their performance as "satisfactory" or better.

If the OMH experiences difficulty in making successful reference contacts to meet the minimum of 2, the OMH will contact the Bidder by e-mail to make it aware of the situation and establish a deadline by which the Bidder must either provide new reference contacts or otherwise ensure a successful contact.

A Bidder will be disqualified if:

- If any one of the six (6) proposed Key Staff for this solicitation receive a Fail rating on a completed reference call; or OMH is not able to successfully complete at least 2 reference calls for a Key Staff member after the Bidder has been given an opportunity to remedy the situation.

In the event a Bidder is disqualified due to a failed reference call, the OMH may, in order to maintain a pool of at least three bidders, replace that Bidder with the Bidder that obtained the next highest Technical Proposal Score up to this point. Such a replacement Bidder must then pass the Bidder Reference Checks and Key Staff Reference Checks in order to continue through the evaluation process.

7.3.4.3. KEY STAFF INTERVIEWS (PASS/FAIL)

Bidder's six Key Staff will be required to meet with the Evaluation Panel for an interview within ten (10) business days of notification of such at the OMH Central Office located at 44 Holland Ave in Albany, NY. During the interviews, each Key Staff will be evaluated and scored on their proficiency in the area of expertise for which he/she will perform during the Project. Each Key Staff will also be assessed, on a pass/fail basis, their oral and written English language communication skills. To assess English writing proficiency, Key Staff will be required to perform a writing exercise as part of their interview. No interviews by telephone are allowed. Key Staff may not be substituted prior to the commencement of Key Staff Interviews unless the prior written approval of OMH is obtained. Failure of a Bidder's proposed Key Staff to appear for a scheduled interview may result in the Bidder's disqualification.

In the event a Bidder is disqualified due to a Key Staff Interview, the OMH may, in order to maintain a pool of at least three bidders, replace that Bidder with the Bidder that obtained the next highest Technical Proposal Score up to this point. Such a replacement Bidder must then pass the Bidder Reference Checks, Key Staff Reference Checks, and Key Staff Interviews in order to continue through the evaluation process.

7.3.5. Level 5: Financial Proposal Evaluation (Maximum 30 Points)

Bidders must complete and submit "Attachment O: the Cost Proposal Summary Sheet" which will be used to calculate a Financial Score for each bidder. The Financial Score shall be 30 points or 30% of the Final Proposal Score. The Financial Score shall be based upon two price components which shall be separately scored and weighted:

1. The Fixed Price Bid Score (25 points)

The Fixed Price Bid is the Bidder's cost, as set forth in Attachment O, to carry out the Fixed Price Deliverables which includes the cost to implement the OMH VistA Solution, exclusive of Enhancements and Change Requests. The Fixed Price Bid is not subject to change, regardless of the number of hours the Contractor takes to carry out the Fixed Price Deliverables.

The lowest Fixed Price Bid (FPB) will be assigned the maximum number of points for such component. To assign points to all other Fixed Price Bids, the following formula will be applied to convert dollars to points:

Lowest FPB Submitted / FPB Submitted x Maximum Possible FPB Points = FPB Points to Award (rounded to two decimal places)

Example:

Formula	Sample Bid 1	Sample Bid 2	Sample Bid 3
Lowest FPB Submitted	\$100,000	\$100,000	\$100,000

Divided by FPB Submitted	\$100,000	\$200,000	\$170,000
Times Maximum Possible FPB Points	25	25	25
= FPB Points To Award	25	12.50	14.71

2. The Hourly Rate Bid Score (5 points)

The Hourly Rate Bid is the Bidder’s Hourly Rate, as set forth in Attachment O, to carry out the Enhancements. The Hourly Rate is not based upon the Contractor’s specific hourly rate per job title. Rather the Hourly Rate is a flat rate irrespective as to the job titles of Contractor’s staff carrying out an Hourly Rate Deliverable.

To calculate the Hourly Rate score, the lowest Bidder Hourly Rate will be assigned the maximum score for such component. To assign points to all other Bidders, the following formula will be applied to convert Hourly Rates to points:

Lowest Hourly Rate Submitted / Hourly Rate Submitted x Maximum Possible Hourly Rate Points = Hourly Rate Points to Award (rounded to two decimal places)

Example:

Formula	Sample Bid 1	Sample Bid 2	Sample Bid 3
Lowest Hourly Rate submitted	\$150.00	\$150.00	\$150.00
Divided by Hourly Rate submitted	\$150.00	\$200.00	\$210.00
Times Maximum Possible Hourly Rate points	5	5	5
Hourly Rate Points To Award	5	3.75	3.57

OMH will add the normalized Fixed Price Bid Score to the normalized Hourly Rate Bid Score to compute the Financial Score.

7.3.6. Level 6: Executive Presentations – Technical Score Part 3 (Maximum 10 Points)

Technical Score Part 3, worth a maximum of 10 points, is awarded for the Executive Presentation component. All Bidders that have successfully advanced through levels 1 through 5 will qualify for this level.

Bidder’s executive staff will provide a presentation, not to exceed four hours, to OMH. The Executive Presentation will provide a forum for OMH to evaluate, among other factors, the ability of Bidders’ to manage and implement the Project in accordance with current healthcare industry best practices.

Important: No cost information of any kind can be included or discussed during this presentation.

The Executive Presentation should include, but not be limited to, the following areas:

- Overall Bidder philosophy and management strategies related to the implementation of the Project, and ability to deliver the Project on time and within budget.
- An overview of the process used by Bidders to stay abreast of developments in delivery of general medical and mental health services and new or emerging technologies that support EMR systems and enhanced automation and decision support processes within both the physical and mental health arena.
- An overview of the implementation and training plan envisioned by the Bidder to accomplish the tasks necessary to carry out the Project. The discussion should outline training strategies, knowledge transfer, and risk mitigation to ensure that OMH staff is adequately trained prior to startup.

- A technical overview that addresses scaling of the design architecture, licensing and targets for standard migration and enhancement of Bidder's EMR software. The discussion should also include details on technology to support proposed health data exchanges with non-OMH providers outlining the standards the Bidder is proposing to use.
- Any other pertinent information contained in the Bid Proposal.

Bidders should be prepared to answer questions and provide clarifications as needed.

The Executive Presentations will be evaluated and scores normalized, (in the same manner described throughout this section) to award the 10 available points to the highest scoring Executive Presentation and the remaining scores relative to that.

7.3.7. Final Proposal Score

After the Technical Scores Parts 1, 2, and 3 have been scored and normalized, these scores will be added together to determine a Bidder's Technical Score.

A Bidder's Technical Score will be added to its Financial Score to determine its Final Proposal Score. The Bidder with the highest Final Proposal Score will be deemed the winning Bidder pending Contract approval.

7.4. BID PROPOSAL SUBMISSION REQUIREMENTS

Bid Proposal must be composed and submitted in the following format and order. The Technical Proposal cannot contain any cross-references or data from the Financial Proposal, so that the evaluation of the Technical Proposal can be completed without regard to cost. All information that is required to be in the Bid Proposal, as stated within this section, must be provided by Bidders on or before the Bid Due Date. Please number and title each submission in the order presented here. Each Bid Proposal section should be clearly delineated with appropriately labeled divider pages.

OMH reserves the right to eliminate from further consideration any Bid Proposal deemed to be substantially or materially non-responsive to the information required by this RFP.

Bid Proposals must be complete and legible. All Bid Proposals must be signed. All information required shall be supplied by the Bidder on the forms or in the format specified. No alteration, erasure or addition is to be made to the RFP. Changes to the RFP may be ignored by the OMH or may be grounds for rejection of a Bid Proposal. Changes, corrections and/or use of white-out in a Bid Proposal must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their Bid Proposals before submission, as amendments to Bids or requests for withdrawal of Bids received by the OMH after the Bid Due Date may not be considered.

The OMH is not liable for any costs incurred by a Bidder in the preparation and production of its Bid Proposal, or for any work performed prior to Contract execution.

EXTRANEOUS TERMS: Bid Proposals must conform to the terms set forth in the RFP, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render a Bid Proposal non-responsive.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, Contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid Proposal or resulting Contract, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms that meet all the following requirements may be considered as having been submitted as part of a Bid Proposal:

- a. each proposed extraneous term (addition, deletion, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and
- b. the writing must identify the particular requirement (if any) that the Bidder rejects or proposes to modify by inclusion of the extraneous term; and

c. the Bidder shall enumerate the proposed addition, counter offer, modification or deviation from the RFP, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into the Contract unless submitted in accordance with the above and the OMH expressly accepts each such term(s) in writing. Acceptance and/or processing of a Bid Proposal shall not constitute such written acceptance of Extraneous Term(s).

The Bid Proposal will be divided into 2 sections:

1. The TECHNICAL PROPOSAL and
2. The FINANCIAL PROPOSAL

7.4.1. How Technical Proposals are to be Prepared

All Bidders, in order for their Bid Proposal to be considered for award, must submit a Technical Proposal using the following format (there is no page limit unless otherwise indicated). Utilize and submit the "Technical Proposal Checklist" as the cover page for the original set.

1. ATTACHMENT C: Label for Technical Proposal affixed to the Technical Proposal package

2. ATTACHMENT D: Proposal Cover Sheet (Template Provided)

3. Bid Confidentiality/FOIL Letter if applicable (see: [7.7.5 Bid Confidentiality/FOIL](#))

4. Assurance of No Conflict of Interest or Detrimental Effect Letter (see: [7.7.6 Assurances of No Conflict of Interest or Detrimental Effect](#) for Bidder and all proposed subcontractors)

5. Executive Summary (Not to exceed 10 pages) must:

- Provide an executive overview of the Bidder's Bid Proposal to include an understanding of the scope of work outlined in this RFP and a brief summary of Bidder's proposed OMH EMR and the Bidder's methodology to implement it.
- Discuss other similar engagements where the Bidder has successfully implemented a similar methodology, and how its methodology best addresses the needs of the OMH.
- Summarize the Bidder team's experience in implementing similar solutions, following the proposed methodology.
- Describe the Bidder's relationship with the VA's FOIA office and intention to maintain the OMH EMR in accordance with any expected developments regarding the VA's policies towards VistA and EMR open source program code.

6. Project Approach (15 points) (Not to exceed 150 pages)

Provide a description of the overall approach, methodologies and tools to be used in carrying out the deliverables set forth in [4.11 Timeline and Description of EMR Project Deliverables](#). Include in your discussion the following:

- Project Management Strategy
- User Interface Strategy
- System Design, Build and Test Strategy
- Knowledge Transfer Strategy
- ICD9 to ICD 10 and DSM-IV to DSM-V Strategy
- Personnel Retention Strategy
- Maintenance and Support Strategy
- Release Management Strategy
- Implementation Strategy
- Training Strategy
- Reports Strategy (see [Exhibit 5](#) for requirements)

Include the following documents with the Project Approach:

- Draft Start-Up Plan/Incoming Transition Plan
- Draft Project Management Plan
- Draft Schedule for Program
- Draft ICD-9 to ICD-10 and DSM-IV to DSM-V Conversion Plan

7. Technical Approach (5 points)

- ITIL Service Management Questions/Answers (written response to questions in [Exhibit 6](#) ITIL V3 Service Management Questions)
- Technical Requirements (written response to requirements in [Exhibit 8 Technical Proposal Requirements](#))

8. Training Proposal (10 points)

Complete a response to [Exhibit 7 -Training Proposal Requirements](#) and include a sample of the training materials for CPRS, CPOE, BCMA, and Pharmacy with the proposal.

9. Firm's Qualifications – ATTACHMENT Q: Project Abstract Form. The Bidder must provide a minimum of two (2) project references related to work performed within the previous three (3) years, which is relevant to an EMR implementation of this size and scope.

10. ATTACHMENT P: Project Team Staffing Roster

11. ATTACHMENT S: Mandatory Qualifications Detail Form for each of the six Key Staff and ATTACHMENT S1: Mandatory Qualifications Detail Form - Firm

12. ATTACHMENT R: Bidder's Key Staff Certification

13. Exhibit 17 Requirements Traceability Matrix (10 points) signed by Bidder, with "Summary" tab "Bidder Acknowledgement" column filled out.

7.4.2. How Financial Proposals are to be Prepared

Utilize and submit the "Financial Proposal Checklist" as the cover page for the original set
The Financial Proposal must:

1. Have the provided FINANCIAL ENVELOPE label (provided with this RFP as ATTACHMENT C) affixed to the lower left corner of the Financial Proposal package.
2. Contain one (1) original and one (1) copy of the following:

Attachment O: Cost Proposal Summary Sheet and supporting documentation in a separate envelope-

- [c009999-pricing-omh-emr-rfp.xlsx](#)

Attachment O will provide the basis for the Bidder's Financial Score.

3. Contain one (1) original and one (1) copy of the following:
 1. **Attachment E:** Non-Collusive Bidding Certification
 2. **Attachment F:** MacBride Fair Employment Principle
 3. **Attachment G:** New York State Consultant Disclosure Form A
 4. **Attachment H:** New York State Department of Taxation and Finance Contractor Certification Form (ST-220-CA)
 5. **Attachment I:** Vendor Responsibility Questionnaire Certification

6. Attachments J, J1 & Attachment J2 Procurement Lobbying Law forms

7. Attachment T: Anti-Discrimination, Prohibition of Participation in an International Boycott

8. Form CE-200, or C-105.2 or U-26.3, or SI-12 or GSI-105.2 submitted to show compliance with New York State Disability Benefits Insurance requirements:

9. Form CE-200 or DB-120.1 or DB-155 submitted to show proof of coverage of New York State Worker Compensation & Disability Benefits

11. Payment Plan based upon the Bidder's proposed "milestone" project Deliverables. A Payment Plan template is provided for informational purposes as [c009999-payment-plan-omh-emr-rfp.xlsx](#) and will not be scored. Payment terms will be set forth in the Contract. Generally, a Deliverable must be accepted by the OMH prior to payment for the Deliverable.

12. ATTACHMENT L: MWBE CONTRACTOR UTILIZATION PLAN and/or ATTACHMENT M: MWBE REQUEST FOR WAIVER:

13. Any other forms required to be submitted pursuant to the RFP.

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

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

7.5. BID SUBMISSION

Bidders must submit one (1) unbound original and one (1) bound copy, and two electronic copies of the Technical Proposal Only on two USB flash drives (one copy on each drive). (USB 2.0 flash Drives – Must be Windows XP / Windows 7 Compatible) with all component documents in Microsoft Office 2007 format of their response to this RFP. Please be sure to write your company's name on both envelopes and on the USB Flash Drives.

All forms required for the Financial Proposal, as listed in [7.4.2 How Financial Proposals are to be Prepared](#), should be sealed together in a separate envelope and placed in the package/box that will also contain the Technical Proposal. Bidders must submit one (1) original and one (1) copy, and two electronic copies of the Financial Proposal Only on two USB flash drives (one copy on each drive). Both the Technical and Financial Proposal must be received by the OMH Consolidated Business Office located at 75 New Scotland Avenue, Albany NY 12203 by 3:00 p.m. on the Proposal Due Date. If hand delivery is used, allow sufficient time to park and sign in at the guard station for delivery to the OMH CBO.

Bid Proposals must be signed by a person authorized to commit the Bidder to the terms and content of its Bid Proposal.

No Bid will be considered if received at a later date or time.

The **Bid Envelope Label**, included in this RFP as [Attachment C: Labels for Proposal Envelopes](#) should be affixed to the exterior of a mailing package containing both the Technical and Financial Bid Proposals and shall serve as part of the mailing label. The agency assumes no responsibility for delivery delays and will not consider proposals arriving after the Proposal Due Date and Time. **NO BIDS SUBMITTED VIA FACSIMILE OR EMAIL WILL BE ACCEPTED.**

Bids must be mailed to:

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

Attention: Bid #C009999 EMR

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

Proposals that are illegible, incomplete or that contain any omissions, erasures, alterations, additions or items not called for in the proposal or that contain irregularities of any kind may be rejected. Bidders may modify, in writing, the content of any Bid at any time prior to the Bid Due Date. Proposals may be withdrawn or canceled before the Bid Due Date.

The Bidder's proposal must be firm and binding for a period of at least twelve (12) months following the Proposal Due Date.

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

Any Bid Proposal received at the specified location after the time specified will be considered late. A late Bid Proposal shall not be considered for award unless: (i) no timely Bid Proposals meeting the requirements of the Bid Documents are received and acceptance of the late Bid Proposal is in the best interests of the OMH. Delays in United States mail deliveries or any other means of transmittal shall not excuse late Bid Proposal submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Bid Proposal submissions. Determinations relative to Bid Proposal timeliness shall be at the sole discretion of the OMH.

7.6. SELECTION NOTIFICATION AND AWARD

The selected winning Bidder and all non-selected Bidders will be notified via e-mail of their selection or non-selection for award of the OMH EMR Contract C009999, contingent upon successful completion of Contract negotiations and approval by OSC and the OAG.

7.6.1. Debriefing Guidelines

A debriefing is available to any Bidder that submitted a Bid Proposal in response to this solicitation. Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing.

OMH will not offer ranking, statistical, or cost information of other proposals until after the NYS Office of the State Comptroller has approved all awards under this RFP.

Debriefing shall be requested in writing by the unsuccessful entity within 5 business days of the NYS OMH notifying the entity that another vendor was selected.

An unsuccessful Bidder's written request for a debriefing shall be submitted to the Email address specific to this solicitation: EMR-RFP@omh.ny.gov. The Bidder's written request must detail if they will be attending with counsel. This will allow NYS OMH to determine/arrange for OMH counsel attendance.

The OMH intends to schedule the debriefing within 10 business days of receipt of written request for such, but reserves the right to schedule the debriefing as soon after as circumstances may permit.

7.6.2. Protest Procedures

Protests of an award decision must be filed within 10 business days after the date of the notice of non award, or 5 business days from the date of a completed debriefing.

Notice of Protest must be sent on business letterhead to the OMH designated contact via email only. The Notice of Protest must include at a minimum the following information: (a) solicitation number and title, (b) the specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the Contract award, (c) all relevant documentation and (d) a contact name, address, and e-mail address to which OMH may address it's Protest Determination.

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

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

7.7. LEGAL REQUIREMENTS FOR BID

7.7.1. Workers Compensation Requirement

Section 57 of the New York State Workers Compensation Law (WCL) requires that State and municipal entities prior to entering into a Contract must ensure that the Contractor applying for that Contract has appropriate New York State workers compensation insurance coverage.

Therefore, as part of your Bid Submission you must provide one of the following forms in order to meet this requirement.

Failure to submit one of these forms may result in your Bid being disqualified.

- 1) CE-200 Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers Compensation and/or Disability Benefits Insurance Coverage Is Not Required; *Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, www.wcb.state.ny.us, under the heading "Forms." Applicants filling electronically are able to print a finished Form CE-200 immediately upon, completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200.*

OR

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

OR

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

7.7.2. Disability Benefit Insurance Requirement

Section 220(8) of the New York State Workers Compensation Law (WCL) requires that State and municipal entities prior to entering into a Contract must ensure that the Contractor applying for that Contract has appropriate New York State disability benefits insurance.

All Bidders, as part of their Bid submission, must submit one of the following forms in order to meet this requirement.

Failure to provide one of these forms may result in your Bid being disqualified.

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

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

OR

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

OR

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

7.7.3. Equal Employment Opportunities/MWBE Program Requirements

This solicitation involves the award of a Contract which falls within the definition set forth in clause 12 of Appendix A-1 (Standard Clauses for New York Contracts) and Appendix A-2, both of which are part of the OMH boilerplate. It is therefore subject to the requirements of Article 15-A of the New York State Executive Law and the regulations set forth at 5 NYCRR Parts 140-144, and shall be subject to the related provisions set forth in those appendices. In addition, the following apply:

Minority and Woman Business Enterprises (MWBE)

Total MWBE Goal for this solicitation: 20%

MBE: 12% WBE: 8%

1. All Bidders are required to make a good faith effort to obtain active participation of certified minority and women owned business enterprises in the performance of the Contract that will result from this solicitation, as provided in 5 NYCRR Part 142. A copy of the directory containing the list of certified MWBEs is available at the following web site <http://www.esd.ny.gov/MWBE/directorySearch.html>.
2. For complete information regarding the MWBE program requirements and procedures, including, but not limited to, the criteria for good faith efforts, see Executive Law Article 15-A and 5 NYCRR Part 140-145 at <http://www.esd.ny.gov/MWBE.html>.
3. **MWBE Utilization Plan/Attachment L and Request for Waiver/Attachment M**
 - a. A Bidder is required to submit with its Bid Proposal a complete Utilization Plan on the form provided in Attachment L, including all MWBE(s) that may be utilized in performance of the contract and the amount and percentage of dollars that will be paid to each MWBE that is listed on the form. If, notwithstanding the Bidder's good faith efforts to comply with the MWBE Goals, a Bidder is unable to meet the MWBE Goals, it is Bidder's responsibility to submit a Request for Waiver along with its Utilization Plan.
 - b. OMH will review the Utilization Plan and, where applicable, Request for Waiver and issue a written notice of acceptance or deficiency no later than twenty (20) days after receipt. Unless otherwise specified, the Bidder must provide a written remedy in response to a notice of deficiency within seven (7) business days of its receipt.
 - c. If the Bidder's remedy is not timely provided or if it is found to be inadequate, and a Request for Waiver was not previously submitted, then OMH shall notify the Bidder and request the submission of a Request for Waiver within five (5) business days. Failure to file a timely Request for Waiver may be grounds for disqualification of the bidder for non-responsiveness.
 - d. If, after having been given notice of deficiency, the Bidder fails to adequately remedy the deficiencies such that its utilization plan is acceptable or fails to satisfactorily document good faith efforts in its Request for Waiver, the Bidder may be disqualified as non-responsible. Notice of OMH's intent to disqualify the bidder on grounds of being non-responsible shall entitle the bidder to an administrative hearing in accordance with 5 NYCRR Section 142.9.
4. Once a Utilization Plan has been approved, Bidder may not change the Utilization Plan without prior written approval from OMH.
5. Where necessary, requests for a partial or total waiver may be made at any time during the term of the Contract but prior to the submission of a request for final payment on the Contract.
6. In accordance with 5 NYCRR §142.13, Bidder/Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and OMH may withhold payment from the Contractor as liquidated damages.

7.7.4. Consultant Disclosure Legislation

In 2006 the NYS State Finance Law was amended to require State Contractors who provide consulting services to disclose, by employment category, the number of persons employed to provide services under a Contract for consulting services, the number of hours worked and the amount paid to the Contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any Subcontracts with the State Contractor. Under this law consulting services Contracts have been defined as any Contract entered into by a State Agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health, and mental health Services, accounting, auditing, paralegal, legal, or similar Services.

In order to comply with this law the Bidder must complete Consulting Form A.

Consulting Form A – This form will need to be submitted by all Bidders of this procurement and shall be included in the Bid packet. The purpose this form is to capture the necessary planned employment information **prospectively from the start date of the Contract through the end of the Contract term.**

Consulting Form B -- This form will be needed to be submitted annually to OMH and NYS Department of Civil Service. More detailed information on this requirement and electronic versions of these forms can be found at <http://osc.state.ny.us/agencies/gbull/g-226.htm>

7.7.5. Bid Confidentiality/FOIL

OMH intends to hold Bids submitted in response to this RFP in confidence, subject to compliance with the requirements of the Freedom of Information Law (FOIL). In most cases, the only information from the Bid which may be released prior to final approval of the Contract by the Office of the State Comptroller is information which fits in the category of "statistical or factual tabulations of data" under Public Officers Law Section 87(2)(g)(i) and is not otherwise exempt from disclosure under other provisions of FOIL. This typically includes the Bid tabulation or the names of Bidders, which may be released after Bids are received but prior to the Contract approval.

Here, FOIL provides at least two exemptions that may be relevant to disclosure of Bids:

1. Prior to award, the exemption provided in Public Officers Law Section 87(2)(c) may apply. That section provides an exemption for records which "if disclosed would impair present or imminent contract awards or collective bargaining negotiations."

2. Both prior to and subsequent to award, the so called "trade secret" exemption provided in Public Officers Law Section 87(2)(d) may apply. That section provides an exemption for records which "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise."

To invoke the "trade secret" exemption in POL 87(2)(d), a Bidder shall submit a written request in the form of a separate letter, clearly labeled "Request for Confidential Treatment of Trade Secret Information in Bid." In the letter, the Bidder shall identify the specific information for which it is claiming "trade secret" protection, every location of such information in the Bid by page number, line or other appropriate designation, and a detailed explanation as to why that information meets the requirements for exemption from disclosure under POL 87(2)(d), including why disclosure would cause substantial injury to Bidder's competitive position. In addition, the Bidder shall ensure that the information itself is clearly marked and identified as "Confidential," "Trade Secret" or "Proprietary." If Bidder takes all the steps outlined in this paragraph, such information shall not be disclosed except if and to the extent required by FOIL or other applicable State or federal law.

Bidders should note the following:

- Acceptance of Bidder's request for an exemption does not constitute a determination by OMH as to the merits of the request. That determination shall be made in accordance with Public Officers Law Section 89(5).
- Marking the Bid, or any portion thereof, as "Confidential," "Trade Secret" or "Proprietary" shall not be considered a request for non-disclosure in the absence of a letter request for confidential treatment of such information and a detailed explanation as to why that information meets the requirements for exemption from disclosure under POL 87(2)(d).

- A Bid cannot reasonably consist solely of information which would be exempt from disclosure under FOIL. Thus, a request that an entire Bid submission be kept confidential may be deemed non-responsive to the RFP and may result in disqualification of the Bidder.
- **Failure by a Bidder to submit a letter request for confidential treatment of trade secret information in its Bid shall constitute a waiver by the Bidder of any rights it may have under Public Officers Law Sections 89(5).**

7.7.6. Assurances of No Conflict of Interest or Detrimental Effect

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

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

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

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

7.7.7. Reserved Rights

The New York State Office of Mental Health reserves the right to:

1. withdraw the Bid at any time, at its sole discretion;
2. disqualify any Bidder whose conduct and/or Bid Proposal fails to conform to the requirements of the Bid;
3. seek clarifications of Bid Proposals through any of the following methods of clarification and validation:
 - a. Vendor Solution Presentations
 - b. E-mail correspondence with authorized Bidder representatives
 - c. Reference Checks for references submitted with the Bid Proposal

4. use Bid information obtained through Site visits, interviews and the State's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to obtain clarifying information in the course of evaluation under this Bid;
5. amend the number or type of items that a Bidder must submit as a complete response to this RFP ('Bid Specifications'), as set forth in [Bid Proposal Submission Requirements](#), to correct errors or oversights, or to supply additional information as it becomes available;
6. change any of the scheduled dates stated herein;
7. conduct Contract negotiations with the next responsible Bidder should the OMH be unsuccessful in negotiating with the selected Bidder, where "unsuccessful" is defined as "unable to complete all required documents and obtain signature of the Contract within 180 business days from notification of selection for award;
8. adjust or correct cost or cost figures with concurrence of the Bidder if mathematical or typographical errors exist;
9. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
10. Waive any requirements that are not material;
11. amend this Bid upon notification to all Bidders;
12. reject any or all Bids received in response to this RFP;
13. make an award under this RFP in whole or in part;
14. prior to the Bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information as it becomes available, and direct Bidders to submit proposal modifications addressing subsequent amendments/modifications to this RFP;
15. negotiate with the successful Bidder within the Scope of this RFP, in the best interests of the State;
16. require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offeror's Bid and/or to determine an offeror's compliance with the requirements of the solicitation;
17. further negotiate cost or other specifics following Contractor selections and prior to signing a Contract,

7.7.8. Contractor's Agreement to Boilerplate and Other Required Contract Provisions

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

7.7.8.1. AGREEMENT TO TERMS AND CONDITIONS

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

7.7.8.2. AGREEMENT TO NEGOTIATE CERTAIN TERMS AND CONDITIONS

7.7.8.2.1. PERFORMANCE STANDARDS

Categories of Performance Standards shall be negotiated and finalized during contract negotiations. Performance Standards shall establish minimum levels at which all services and Deliverables are to be performed or provided by the Contractor. Performance audits will be conducted by the OMH and the IV&V Contractor to determine Contractor's level of compliance with the Performance Standards. Contractor's performance will be evaluated by applying a variety of generally accepted audit methodologies. Liquidated damages may be imposed by the OMH for Contractor's failure to perform in accordance with a Performance Standard. Categories of Performance Standards may include, but are not limited to:

- Data breach
- Data loss
- Data corruption
- Response time for record retrieval and report generation
- Validity and Integrity of migrated data
- Defect remediation turnaround times
- System availability and disaster recovery
- Availability of support services
- Timeliness of Deliverables

7.7.8.2.2. LIQUIDATED DAMAGES

The service levels associated with the Performance Standards and the amount of liquidated damages and reimbursements, as well as the procedure to impose liquidated damages, shall be addressed in the Agreement. In the event that Contractor fails to meet any Performance Standard, and as a result thereof the OMH's normal business operations are materially interrupted, then the OMH shall be entitled to immediately obtain substitute services from a third party or perform the services in-house on an interim basis until that failure has been cured. Contractor shall not be paid for the services affected by the failure to meet the Performance Standard if substitute services must be performed by a third party or the OMH and shall be liable for any additional cost to the State for substitute services. If liquidated damages are assessed, Contractor shall make payment prior to initiating any challenge through the dispute resolution process.

7.7.8.2.3. ADDITIONAL TERMS AND CONDITIONS

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

8. Contract Boilerplate and Other Required Provisions

8.1. ENTIRE AGREEMENT

The Agreement resulting from this procurement shall consist of the OMH Boilerplate together with the RFP and Bidder's Proposal, as well as the other documents listed below and any other documents determined to be necessary and appropriate by the parties during the course of negotiating the final Agreement.

- Cover Page*
- Signature Page*
- State of New York Agreement*
- Appendix A (Standard Clauses for New York State Contracts)*
- Appendix A-1 Agency-Specific Clauses*
- Appendix A-2 Equal Employment Opportunities Programs for Minorities and Women and Minority/Women Owned Business Enterprises Program Goals*
 - Exhibit 1 Contractor's Utilization Plan as approved by OMH
 - Exhibit 2 MWBE Request for Waiver*
 - Exhibit 3 MWBE Contractor's Compliance Report*
- Appendix B Budget *
- Appendix C Payment Schedule*
- Appendix D Program Work Plan*
- Appendix D-1 Specific Terms and Conditions**
- Appendix F OMH HIPAA Business Associate Agreement*
- Appendix G Insurance Requirements*
- Appendix H Facility-Specific Clauses*
- Appendix I Consultant Disclosure Form*
- Appendix J OMH Bid/Solicitation #C009999/EMR
- Appendix K Contractor's Proposal
- Appendix L OMH Escrow Agreement with DSI Technology Escrow Services, Inc. (if used)***

* These documents are part of OMH's Boilerplate, a copy of which is included in [ATTACHMENT U: Contract Documents](#). Certain provisions of the Boilerplate have been intentionally deleted, and are so indicated, to permit inclusion in Appendix D-1 of a clause more particularly drawn to address the needs of this Agreement. Some documents, such as Appendices B and C, will be completed based on the Contractor's Proposal and negotiations of the final Contract.

** Appendix D-1 contains any terms or conditions which are not otherwise covered by the OMH Boilerplate Agreement of which Appendix D is a part, including but not limited to the terms and conditions negotiated between the parties and the terms and conditions set forth in 8.2.

*** OMH's Escrow Agreement with DSI Technology Escrow Services, Inc. is attached hereto as Appendix L.

8.2. CONTRACT TERMS AND CONDITIONS

The terms and conditions set forth below appear as though set forth in Appendix D-1 of the final Agreement. All references are to other parts of the Agreement as set forth in 8.1 above. Where a reference is left blank, it is in recognition of the fact that the particular section reference cannot be identified until the Agreement is finalized.

A. Order of Precedence/Conflict of Terms

- 1) In the event of a conflict between or among the various provisions of this Agreement, including any and all attachments and amendments thereof, such conflict shall be resolved in the following order of precedence:
 - a) Appendix A - Standard Clauses for New York State Contracts
 - b) Amendments to the Contract
 - c) The Agreement, comprised of the State of New York Agreement and all appendices, exhibits and attachments thereto, other than Appendices A, J and K
 - d) The OMH Bid/Solicitation #C009999/EMR (the "RFP"), attached hereto as Appendix J, including all written questions and answers pertaining thereto and made a part thereof
 - e) The Contractor's Proposal (the "Proposal"), attached hereto as Appendix K
- 2) Notwithstanding the foregoing:
 - a) If there is a conflict between or among any of the documents listed in a category in 1) above (other than Appendix A), the document later in time within such category shall govern.
 - b) To the extent that any part of this Agreement (other than Appendix A) contains a term which conflicts with a more favorable term in the Proposal, then the more favorable term in the Proposal shall govern.
- 3) All prior agreements, representations, statements, negotiations and undertakings are superseded.

B. Termination Provisions

OMH may terminate the Agreement, in whole or in part, pursuant to this section:

- 1) Grounds:
 - a) Mutual Consent: This Agreement may be terminated at any time upon mutual written consent of the OMH and the Contractor.
 - b) Cause: The OMH may terminate the Agreement immediately, upon written notice of

termination to the Contractor, if the Contractor fails to comply with the material terms and conditions of this Agreement and/or with any applicable laws or regulations, and shall fail to cure such default within a period of thirty (30) days (or such longer period as OMH, in its discretion, may allow) after receipt from OMH of a written notice specifying the default. The OMH may also terminate the Agreement for cause based on a determination of vendor non-responsibility as provided in Appendix A-I, Section 5 hereof.

- c) Convenience: The OMH may terminate this Agreement upon thirty (30) days prior written notice when it determines that such termination is in the best interests of the OMH.

- d) Lack of Funds: If for any reason the State of New York terminates or reduces its appropriations to the OMH, this Agreement may be terminated or reduced at the OMH's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the OMH for payment of such costs. In any event, no liability shall be incurred by the State (including OMH) beyond monies available for the purposes of this Agreement.

2) Notice of Termination

Notwithstanding any other notice provisions under this Agreement, notice of termination shall be subject to the following requirements:

- a) Service of Notice: Written notice of termination, where required, shall be sent by:

- (1) personal messenger service; or
- (2) certified mail, return receipt requested, AND first class mail.

The termination shall be effective in accordance with the terms of the notice.

- b) Effective date of notice: The effective date of the notice shall be deemed to be the date the notice is received by the Contractor, and shall be established as follows:

- (1) if the notice is delivered by hand, the date of receipt shall be established by the receipt granted by the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or
- (2) if the notice is delivered by registered or certified mail, by the receipt returned from the Postal Service, or if no receipt is returned, five days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Post Office.

3) Effect of Notice and Termination on OMH's Payment Obligations

- a) Upon receipt of notice of termination, the Contractor agrees to cancel as many outstanding

obligations as possible prior to the effective date of any prospective termination, and agrees not to incur any new obligations after receipt of the notice without approval by the OMH.

- b) The OMH shall be responsible for payments for Deliverables received and accepted prior to the effective date of the termination. In no event shall the OMH be liable for expenses and obligations arising from the requirements of this Agreement after its termination date.

C. Suspension of Work

OMH, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, in the best interests of the State. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction on State spending, declaration of emergency, contract compliance issues or other such circumstances. Upon issuance of such notice, the Contractor shall comply with the terms of the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

D. Disputes and Conflict Resolution

- 1) In connection with the Contractor's performance under this Agreement, the Contractor shall cooperate in a commercially reasonable manner with the OMH and any other Contractor(s) or consultants retained by the State.
- 2) In the event that either party is dissatisfied with the other's performance of the Agreement, either party shall notify the other in writing. The other party shall then make all good faith efforts to solve the problem or settle the dispute amicably, including meeting with the other party's designated representatives to attempt diligently to reach a satisfactory result. If the parties are unable to resolve the dispute or reach a satisfactory result within twenty (20) business days of the original written dispute notification (the "Notification Date"), then the issue shall be jointly presented to the OMH Deputy Commissioner and Chief Information Officer who shall serve as the arbiter and issue OMH's final decision within twenty (20) business days of the Notification Date. Nothing herein shall limit either party's ability to pursue all available legal and equitable remedies. However, unless a party reasonably believes that immediate relief is required in order to avoid irreparable harm, the parties agree to defer seeking either legal or equitable relief in a court of competent jurisdiction until OMH's final decision has been issued.
- 3) In the event of a conflict between the Contractor and other consultants or contractors, the Contractor shall submit to the OMH a timely written explanation of the details of the conflict, including such pertinent facts as may provide the OMH with a firm basis for understanding the nature of the conflict. The Contractor agrees to proceed in a good faith effort to avoid disputes, and to resolve disputes with other contractors or subcontractors of the OMH as amicably as possible.

E. Notice of Adverse Situation

The Contractor shall immediately notify the OMH upon learning of any situation that can be reasonably expected to adversely affect the delivery of services under this Contract. If such notification is verbal, the Contractor shall submit to the OMH a written description of the situation and a recommendation for its resolution within three (3) calendar days of learning of the situation. Contractor's failure to provide OMH with notice which should have been provided hereunder may be deemed a material breach of the Agreement and a basis for termination under Section B(1)(b) [Termination for Cause].

F. Software Licenses

All software products which are to be provided by Contractor for the Base Vista or OMH EMR system (collectively, the "Software" or "Software Solution") may be used by OMH in perpetuity without the payment of on-going license fees.

All Software in which OMH is granted a license under the terms of this Agreement shall be deemed "Licensed Software."

- 1) Open Source: If Contractor's Software Solution is based on Open Source Software which is subject to either a General Public License (GPL) or Eclipse Public License (EPL), as many Vista derivatives are, OMH will accept the Software subject to the terms of those licenses.
- 2) Proprietary: If Contractor's Software Solution includes or relies on proprietary software or derivatives of such software to be developed for purposes of this Agreement, then Contractor hereby grants OMH a fully paid-up, non-exclusive, perpetual, royalty-free license to use, execute, reproduce, display, perform, or merge the Software within its business enterprise. No license, right or interest in the trademark, trade name, or service mark is granted hereunder.
- 3) Custom: If Contractor's Software Solution includes source code which is not a derivative, modification or extension of software which is subject to an open source license or which is proprietary software, then Contractor's work in developing such customized software for OMH shall be deemed to be a work made for hire and in the course of the Services being rendered under this Agreement (the "Work") and shall belong exclusively to OMH, with OMH having the sole right to obtain, hold and renew in its name, all copyrights or other appropriate protection. To the extent that any such Work may not be deemed to be a work made for hire, CONTRACTOR agrees and hereby irrevocably assigns to OMH all, right, title and interest in the Work, whether preliminary, final or otherwise, including all trademark and copyrights.
 - a) Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Work is protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors.
 - b) Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of Contractor's business.
 - c) Rather than taking exclusive ownership and title to the Work, OMH may, by providing written notice thereof to the Contractor, elect to take a non-exclusive perpetual license to the Work. In such case, OMH shall be granted a fully paid-up, non-exclusive, royalty-free, perpetual license to use, execute, reproduce, display, perform, adapt, prepare derivatives, distribute and merge the Work and any derivatives within its business enterprise as necessary to fully effect the general business purpose(s) of the OMH.
 - d) Such non-derivative modifications and extensions shall be the property of the OMH. The OMH may use any such modifications and extensions of the Software for any OMH purpose. The Contractor shall not incorporate any such modifications or extensions into its software for

distribution to third parties unless the OMH, upon specific request and where it deems appropriate, grants the Contractor permission to use any modifications or extensions, developed or provided, either in whole or in part, as a result of the Agreement between the Contractor and the OMH. OMH will be responsible for the maintenance and support of software modified directly by OMH.

- 4) Right to Purchase Additional Software – The OMH may elect to purchase additional software components/modules, to complement the integration of the existing collection of software components/modules to rapidly changing technology.

Should the OMH procure this additional software from the Contractor, the Contractor shall offer to the OMH the better of (i) the same discount rate off the current list price on the additional software components, as it was offered for the initial software components or (ii) lowest price offered to other customers. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO PROHIBIT OMH FROM PURCHASING COMPATIBLE SOFTWARE FROM ANY SOURCE AND REQUIRING CONTRACTOR TO INTEGRATE SUCH SOFTWARE INTO THE OMH EMR SOLUTION AS AN ENHANCED DELIVERABLE UNDER A CHANGE ORDER.

- 5) Licensed Documentation – OMH shall have the option to require the Contractor to deliver, at Contractor's expense, if commercially available:
- a) one (1) hard copy and one (1) master electronic copy of the documentation of the Software Solution, or any component thereof (the "Software Documentation"), in CD-ROM format; or
 - b) hard copies of the Software Documentation by type of license in the following amounts, unless otherwise mutually agreed upon:
 - (1) Individual/Named User License – 1 copy per License;
 - (2) Concurrent Users – 10 copies per Site; and,
 - (3) Processing Capacity – 10 copies per Site.

Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product), and distribute, either electronically or otherwise, copies of the Software Documentation, or any component thereof, as necessary to enjoy full use of the Software Solution, or any component thereof, in accordance with the terms of license. Contractor must also provide access to an on-line library to ensure that users have access to the most recent user manuals and other documentation.

- 6) Permitted Transfers/Combining/Sublicensing of OMH EMR – OMH may transfer, combine or sublicense the OMH EMR with any other New York State Executive agency or department without Contractor's prior approval and without any further license or transfer fee payable to Contractor.

G. Warranties

- 1) Software and Related Services
- a) The Contractor shall provide, at a minimum, the following warranty on the OMH EMR:
 - (1) The Contractor warrants that the OMH EMR and all its components will be warranted for a period of eighteen (18) months after OMH's acceptance of the final implementation of the OMH EMR to be accepted at any OMH Location. The warranty period shall commence upon acceptance by the OMH of the proposed software, in production at all OMH Implementation Sites, and shall be defined as the period of time the OMH EMR is covered under warranty or extended warranty.

- (2) The Contractor warrants that the components of the software as integrated, developed, and implemented by the Contractor under this Agreement will be substantially free from errors, defects, deficiencies or deviations, and that the OMH EMR will perform in such a manner as the Agreement requires, so that the intended function of the OMH EMR is accomplished in all respects as intended by the Agreement and is otherwise consistent with generally accepted industry standards. During the warranty period, defects in the materials or workmanship of components or Deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the OMH. The Contractor warrants that the Contractor's Deliverables relating to the integration, development and Implementation of the Software will, in order of precedence, conform in all material respects to (i) the applicable requirements and/or acceptance criteria for such Deliverables in Contractor's most recently approved Deliverable specification or Change Order or Enhancement Request, or (ii) the applicable requirements for such Deliverables in this Agreement.
- b) The Contractor warrants that (i) any Deliverable(s) that it creates and provides to the OMH shall be substantially free from Defects, as defined below, and; (ii) the services relating to the integration, development, and Implementation of the Software shall not introduce defects into any pre-existing or newly-developed software.
- "Defects" shall mean a failure of a configuration, modification, and/or enhancement of the OMH EMR to operate in accordance with OMH requirements or technical specifications.
- c) Warranty coverage shall include an unlimited number of calls for warranty service placed during the warranty period. All problems which gave rise to a call for warranty service during the warranty period must be satisfactorily resolved within 30 days of Warranty expiration. Failure to do so constitutes a breach of warranty.
- d) When Contractor is providing services, including but not limited to: (i) consulting, integration, code or data migration, (ii) maintenance or support services, (iii) data entry or processing, or (iv) Contract administration Services, Contractor warrants that service shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such Services.
- e) Workmanship Warranty – Contractor warrants and represents that all Deliverables specified and furnished by or through Contractor and its Subcontractors under the Agreement shall meet the completion or acceptance criteria set forth in the Agreement and any subsequent Change Orders and Enhancement Requests, and any Services provided shall be performed in a professional manner in accordance with workmanlike standards and generally accepted industry standards and in accordance with agreed upon terms contained in this Agreement.

2) Additional Warranties

In addition to any warranties set forth in the Agreement, where Contractor or third party software provider generally offers additional or more advantageous warranties than set forth herein, Contractor shall offer or pass through any such warranties to OMH. In addition, the Contractor, in submitting the Bid Proposal and executing the Agreement, warrants and represents to the State the following:

- a) **Title and Ownership** – The Contractor warrants and represents full ownership, clear title free of all liens and encumbrances, and/or that Contractor has obtained on behalf of the OMH perpetual license rights to use the Software pursuant to this Contract.

Contractor shall be liable for any costs of acquisition associated therewith. Contractor fully indemnifies the OMH for any loss, damages or actions arising from a breach of said warranty without limitation. The OMH may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of Contract award or payment. The OMH's request or failure to request such documentation shall not relieve Contractor of liability under this warranty;

- b) **Product Performance** – Contractor warrants and represents that the Software, products and services produced or provided by Contractor to OMH through this Contract shall operate in all respect in accordance with all applicable specifications, performance standards, and documentation, and the terms of this Agreement, including but not limited to OMH Business and Technical Requirements hereunder. The Contractor further warrants that all such software, products or services performed under this Agreement will be produced in accordance with OMH Requirements, or the terms of this Agreement. If any portion of the software, products or Services fails to meet this warranty standard, the Contractor must repair or replace the defective component at its sole expense to minimize disruption and loss of functionality, in accordance to the Service level objectives as provided by and agreed to in the Contract.

- c) **Compliance** – Contractor warrants and represents that it will pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees, give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the State that it meets or exceeds all requirements of the Bid/Agreement and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for workman's compensation, and shall provide such proof as required by the OMH. Failure to do so may constitute grounds for the OMH to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the OMH;

- d) **Virus** – Contractor warrants and represents that prior to delivery the Contractor will use commercially reasonable methods to test and protect the software against viruses and other harmful elements designed to disrupt the operation of, or impair the integrity of data files. Therefore, the Contractor warrants and represents that the software or updates provided under this Agreement contains no known viruses. Contractor is not responsible for viruses introduced at the OMH's Site through no act of Contractor; and,

- e) **Date/Time** – Contractor warrants and represents that Agreement Services involving the processing of date/time data shall be provided in an accurate and timely manner insofar as accurately processing, including but not limited to, calculating, comparing and sequencing date/time data, including leap year calculations. Where a Contractor proposes or it is required that a specific product must perform as a package or system, this warranty shall apply to the products as a system. This Date/Time Warranty shall survive beyond termination or expiration of this Agreement through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Agreement for breach of warranty.

- f) **No Hardstop/Passive License Monitoring** – Contractor hereby warrants and represents that the OMH EMR, any components thereof and upgrades thereto do not and will not contain any computer code that would disable the OMH EMR, any components thereof or upgrades thereto or impair in any way its operation based on the elapsing of a period of time, exceeding a certain number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as “time bombs,” “time locks,” or “drop dead” devices) or that would permit Contractor to access the OMH EMR to cause such disablement or impairment (sometimes referred to as a “trap door” device). Contractor agrees that in the event of a breach or alleged breach of this provision, the OMH would suffer irreparable injury which would not be adequately compensated by monetary damages and that OMH would thus not have an adequate remedy at law and that, therefore, in addition to any other remedy to which the OMH would be entitled, the OMH would be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach.

In the event of any breach of these warranties, the Contractor shall restore the Services to the same level of performance as warranted herein, and clean, repair or replace data at the sole cost and expense of the Contractor. The Contractor shall, at its sole cost and expense, promptly repair or, upon demand, replace the defective unit or component parts affected, or furnish a patch or temporary fix or work around during the period in which the repair is made so that the performance and required functionality is maintained. All costs associated with above mentioned repairs or replacements during the warranty periods shall be borne solely by the Contractor, and the OMH shall in no event be liable or responsible therefore.

2) Survival; Latent Defects; Disclaimer

- a) All warranties contained in the Agreement shall survive the termination of the Agreement.
- b) Latent Defects: The Contractor warrants that upon notification by the OMH of a latent defect in design, material or workmanship, or a latent nonconformity of the Services, material, or equipment to the specifications, which would have constituted a basis for rejection if discovered prior to acceptance, it will repair or replace or otherwise correct the defect to the level of performance specified in the Agreement.
- c) The Contractor shall not be obligated to address any deviation pursuant to the foregoing warranties to the extent the deviation results from: (a) the OMH's failure to use corrections or enhancements made available by the Contractor at no additional cost; (b) the OMH's use of the Deliverables in combination with any product that is not contemplated by this Agreement; (c) the quality or integrity of data from other automated or manual systems with which the Deliverables interface; (d) hardware, systems software, application software or telecommunications equipment which are not part of the Deliverables, if the Contractor expressly informs the OMH in writing that such hardware, software or equipment is inadequate to allow proper operation of the Deliverables; (e) hardware, systems software, application software or telecommunications equipment which are not part of the Deliverables, but the Contractor either is (i) not aware, or (ii) has become aware, that such hardware, software or equipment is not operating in accordance with the manufacturer's specifications and the Contractor has expressly informed the OMH in writing that such hardware, software or equipment is inadequate to allow proper operation of the Deliverables; or (f) operation, utilization, or modification of the Deliverables in a manner not contemplated by this Agreement.

H. Confidentiality

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

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

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

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

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

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

Notwithstanding the foregoing, if the return or destruction of the Confidential Information is not feasible, the Contractor agrees to extend the protections of the Agreement for as long as necessary to protect the

Confidential Information and to limit any further use or disclosure of that Confidential Information. If the Contractor elects to destroy Confidential Information, it shall use reasonable efforts to achieve the same and notify the State accordingly. The Contractor agrees that it will use all appropriate safeguards to prevent any unauthorized use or unauthorized disclosure of Confidential Information, which Federal or State statute or regulation prohibits from disclosure.

The Contractor agrees that it shall immediately report to the OMH the discovery of any unauthorized use or unauthorized disclosure of Confidential Information. The OMH may terminate the Agreement if it determines that the Contractor has violated a material term of this section. The terms of this section shall apply equally to the Contractor, its agents and Subcontractors, if any. The Contractor agrees that all Subcontractors, if any and agents shall be made aware of and shall agree to the terms of this section. Failure to comply with the provisions of these requirements shall be deemed a material breach of the Agreement and grounds for immediate termination as provided in Section B(1)(b)[Termination for Cause].

I. Patents, Copyright and Trademark Issues

Contractor will indemnify, defend and hold the State harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the proposed Software and all of its components furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the State shall require.

- 1) The Contractor shall not be obligated to indemnify that portion of claim or dispute based upon:
(i) unauthorized modification or alteration of a Product; (ii) use of the Product in combination with other products not furnished by Contractor; (iii) use in other than the specified operating conditions and environment.
- 2) In addition to the foregoing indemnification and limitations of liability, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion, as the State's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing product of at least equal quality and functionality; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Agreement.

J. Liability/Indemnification

- 1) Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or Force Majeure. The parties shall use reasonable efforts to eliminate or

minimize the effect of such events upon performance of their respective duties under the Agreement.

- 2) Contractor shall be liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description (including reasonable attorneys' fees) relating to personal injury, including death, and damage to real or personal tangible property caused by an intentional, reckless or negligent act or omission of Contractor, its agents, employees, partners, or Subcontractors without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder to the extent due to the negligence of the State.
- 3) For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability under the Agreement for direct damages shall be limited to two times the total dollar value of the Agreement as set forth in Appendix B, including the amount of the Fixed Price Bid and the amount available, if any, for Enhancements.
- 4) Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither Party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.
- 5) The nature of the work associated with furnishing the proposed software will require Contractor's access to sensitive, confidential, and Protected Health Information. The breach of confidentiality or security, and/or breach of the Business Associate Agreement by the Contractor is the Contractor's sole responsibility and the Contractor shall hold New York State, the OMH and its employees harmless. Breach of confidentiality or security, and/or breach of the Business Associate Agreement by the Contractor are not subject to limitations or waivers.

K. Uses of Names/Publicity

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

L. Ethics Laws

All Bidders/Contractors and their employees must comply with the requirements of New York State law, including statutes, codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees, including but not limited to the post-employment restrictions of the Public Officers Law Section 73, which bars a former State employee from any appearance or practice before the employee's former agency for a period of two years. Failure to comply

with those provisions may result in disqualification from the Bidding process, termination of this Agreement, and/or other civil or criminal proceedings as required by law.

M. Material Subcontracts

The Contractor shall not enter into any material Subcontracts without OMH's prior written approval. Contracts which the OMH considers material shall include, but not be limited to those with systems developers, software vendors and key personnel.

N. Financial Stability

To ensure uninterrupted Services, Contractor's continued financial stability shall be a material condition of this Agreement. OMH shall determine when Contractor's lack of financial stability constitutes reason to terminate the Agreement.

O. Product or Service Re-Bundling

In the event that Contractor is the product manufacturer and publicly announces to all U.S. customers (date of notice) that a Product or maintenance or support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall be required to: (i) notify the OMH EMR Project Director; and (ii) continue to offer Product or withdrawn support upon the Agreement terms previously offered for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) submit the proposed re-bundling change to the OMH EMR Project Director for approval prior to its becoming effective for the remainder of the Agreement term.

The OMH's rights under the Agreement shall continue with the replaced product for both use and maintenance of the Product at no additional charge. The proposed replacement change requires the OMH EMR Project Director's approval prior to its becoming effective for the remainder of the Agreement term.

P. Source Code Escrow for Licensed Software

- 1) Contractor shall ensure that OMH has access to the Source Code to all Licensed Software by taking one or more of the following measures:
 - a) Contractor shall provide OMH with the Source Code to any Licensed Software to which one or more of its customers are offered access;
 - b) At the Contractor's expense, Contractor shall place the Source Code with OMH's escrow agent pursuant to the terms of the escrow agreement attached hereto as Appendix L and the Depositor Acceptance form included therewith. Contractor shall comply with all terms of the escrow agreement. Contractor's failure to comply with any material term of the escrow agreement may be considered a breach of this Agreement and shall be grounds for termination pursuant to section B(1)(b)[Termination for Cause].
- 2) This provision shall survive termination or expiration of this Agreement.

9. Library of Attachments and Forms

Attachment Name
ATTACHMENT A: Pre-Bid Conference Registration Form
ATTACHMENT B: No Bid Explanation
ATTACHMENT C: Labels For Proposal Envelopes <div style="text-align: right;"> Proposal Submission Label Financial Envelope Label Proposal Flash Drive Label </div>
ATTACHMENT D: Cover Sheet
ATTACHMENT E: Non-Collusive Bidding Certification
ATTACHMENT F: Nondiscrimination In Employment in Northern Ireland: MacBride Fair Employment Principles
ATTACHMENT G: Form A
ATTACHMENT H: New York State Department of Taxation and Finance ST-220-CA Contractor Certification to Covered Agency (6/06)
ATTACHMENT I : Vendor Responsibility Questionnaire Certification
ATTACHMENT J: Summary of OMH Procurement Lobbying Guidelines
ATTACHMENT J1: Offeror's Affirmation of, Understanding of, Agreement to, and Compliance with OMH Procurement Lobbying Guidelines
ATTACHMENT J2: OMH Offeror Disclosure of Prior Non-Responsibility Determinations
ATTACHMENT K: Employment Opportunity Policy Statement
ATTACHMENT L : MWBE Contractor Utilization Plan
ATTACHMENT M: MWBE Request For Waiver
ATTACHMENT O: Cost Proposal Summary Sheet
ATTACHMENT P: [Team Name] Project Team Staffing Roster
ATTACHMENT Q: Project Abstract Form
ATTACHMENT R: Bidder's Key Staff Certification
ATTACHMENT S: Mandatory Qualifications Detail Forms: Contractor Project Manager Contractor Technical Solutions Architect Contractor Clinical Solutions Architect Lead Pharmacy Expert Contractor Implementation/Training Manager Contractor Business Lead Analyst
ATTACHMENT S1: Mandatory Qualifications Detail Form - Firm
ATTACHMENT T: Anti-Discrimination, Prohibition of Participation in an International Boycott

Attachment A: Pre-Bid Conference Registration Form

Bid # C009999/EMR

PLEASE RETURN NO LATER THAN 01/23/2012 at 3:00 p.m.

Number of pages including this cover sheet: 1

DATE: _____

TO: EMR-RFP@omh.ny.gov

FROM: COMPANY _____

REPRESENTATIVE NAME _____

TELEPHONE # _____

FAX # _____

E-MAIL ADDRESS _____

Number of attendees: maximum of two (2) _____
please.

Attendee #1

Name _____

Title _____

Attendee #2

Name _____

Title _____

Attachment B: No Bid Explanation

C009999/EMR

Please return no later than 04/27/2012

TO: EMR-RFP@omh.ny.gov

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

COMPANY NAME: _____
(PRINT)

ADDRESS: _____
(PRINT)

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

ATTACHMENT C: LABELS FOR PROPOSAL ENVELOPES

Proposal Submission Label

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

Bid Date:	<Enter date here> at 3:00 p.m.
For:	VistA EMR Implementation Project
Project #:	C009999

Financial Envelope Label

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

FINANCIAL ENVELOPE	
Bid Date:	<Enter date here> at 3:00 p.m.
For:	VistA EMR Implementation Project
Project #:	C009999

Proposal Flash Drive Label

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

Vendor Name: _____
Solicitation Number: OMH C009999
Submission Date: _____
TECHNICAL PROPOSAL: _____

Vendor Name: _____
Solicitation Number: OMH C009999
Submission Date: _____
FINANCIAL PROPOSAL: _____

ATTACHMENT D: PROPOSAL COVER SHEET

Bid # C000999/EMR

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

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

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

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

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

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

Is the price quoted the same or lower than quotes you have offered to other corporations, institutions or governmental agencies for similar Services and/or like equipment or supplies? Yes _____ No _____

If no, explain,

ATTACHMENT D PROPOSAL COVER SHEET – Cont'd
Bid # C000999/EMR

PLEASE CHECK THE APPROPRIATE BOX:

- | | |
|---|----------------------|
| <input type="checkbox"/> NYS Minority-owned Business (MBE) | Registration # _____ |
| <input type="checkbox"/> NYS Women-owned Business (WBE) | Registration # _____ |
| <input type="checkbox"/> NYS Small Business (SB) | Registration # _____ |
| <input type="checkbox"/> NYS Certified Disadvantaged Business Enterprise (DBE)
(http://biznet.nysucp.net/) | Registration # _____ |

None of the above

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

ATTACHMENT E: NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

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

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

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

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

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

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

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

NAMES OF PARTNERS OR PRINCIPALS	LEGAL RESIDENCE

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

NAME	LEGAL RESIDENCE
President:	
Secretary:	
Treasurer:	
President:	
Secretary:	
Treasurer:	

IDENTIFYING DATA

Potential Contractor:	
Address:	
Telephone:	Title:

If applicable, Responsible Corporate Officer:

Name:
Title:
Signature: _____

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

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

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

ATTACHMENT F: NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MACBRIDE FAIR EMPLOYMENT PRINCIPLES

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

(1) has business operations in Northern Ireland;

Yes _____ or No _____

If yes:

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

Yes _____ or No _____

Signature _____

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

ATTACHMENT G: FORM A

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

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

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

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature:

Date Prepared: / /

(Use additional pages, if necessary)

Page of

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

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

ATTACHMENT H: FORM ST-220-CA



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

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

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

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

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

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

(Mark an X in only one box)

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

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

(Insert Contract number or description) and, to the best of the Contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the Contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ___ day of _____, 20___

(Sign before a notary public)

(Title)

Individual, Corporation, Partnership or LLC Acknowledgment

STATE OF _____ }

: ss.:

COUNTY OF _____ }

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

appeared _____,

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

Town of _____,

County of _____,

State of; and further that:

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

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

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

(If a partnership): _____he is a

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

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

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

Notary Public:

Registration No:

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

General Information

Tax law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a Contract is subject to Tax Law section 5-a, a Contractor must file (1) Form ST-220-CA, Contractor

Certification to Covered Agency, with a covered agency, and

(2) Form ST-220-TD with the Tax Department before a Contract may take effect. The circumstances when a Contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our website, by fax, or by mail (see Need Help? For more information on how to obtain this publication) In addition, a Contractor must file a new Form ST-220-CA with a covered agency before an existing Contract with such agency may be renewed.

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

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

When to complete this form

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

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

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

Privacy notification

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

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information Programs as well as for any other lawful purpose.

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

Need Help?



Internet Access:

www.nystax.gov (for information, form, and publications)



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



Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), M-F 1-800-698-2931

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

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

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

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

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



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

ATTACHMENT I: VENDOR RESPONSIBILITY QUESTIONNAIRE CERTIFICATION

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

.....

VENDOR RESPONSIBILITY CERTIFICATION

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

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

Hard Copy, Paper Format or On-Line Certified Format

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

NEW YORK STATE OFFICE OF MENTAL HEALTH

ATTACHMENT J: SUMMARY OF OMH PROCUREMENT LOBBYING GUIDELINES

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

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

Vendor Requirements

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

OMH Requirements

- Must include a summary of the OMH's procurement lobbying guidelines in each initial solicitation document
- Must designate a single point or points of contact for each procurement
- Must require OMH staff to record all Contacts from offerors during the Restricted Period of each procurement
 - A Contact is any communication with the OMH under circumstances where a reasonable person would infer that the communication was intended to influence the procurement
 - Must refer all impermissible Contacts for investigation by the OMH
 - Must make a responsibility determination with regard to State Finance Law Section 139-j and 139-k compliance prior to award of the Contract
 - Must include a provision in all procurement Contracts which allows the OMH to terminate the Contract if the vendor's certification is found to be intentionally false or intentionally complete.

An electronic copy of the complete OMH Procurement Lobbying Law Guidelines is located at:

<http://www.omh.ny.gov/omhweb/procurementguidelines/>

NEW YORK STATE OFFICE OF MENTAL HEALTH

**ATTACHMENT J1: OFFEROR'S AFFIRMATION OF,
UNDERSTANDING OF, AGREEMENT TO, AND COMPLIANCE WITH
OMH PROCUREMENT LOBBYING GUIDELINES**

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

* * *

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

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

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

Date: _____ 20__

Signature of Offeror's Authorized Representative _____

Printed Name and Title _____

Name of Offeror _____

Offeror's Address: _____

OMH Attachments J1: March 27, 2006

NEW YORK STATE OFFICE OF MENTAL HEALTH

ATTACHMENT J2: OMH OFFEROR DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

New York State Finance Law 139-k requires Offerors to disclose findings of non-responsibility within the last four years by a governmental entity where such prior finding of non-responsibility was due to unlawful contacts during a procurement as stated under State Finance Law §139-j or the intentional provision of false or incomplete information to a governmental entity.

Failure to submit this form, the submission of a form with false, misleading or incomplete information, or failure to update this form when required may result in a determination of non-responsiveness and disqualification of the Bid, proposal or offer. If the failure to comply is discovered after the contracting process has been completed, it may result in termination of the Contract.

* * *

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

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

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

Please check all that apply:

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

The intentional provision of false or incomplete information

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

New York State Agency or Authority: _____

Year of Finding of Non-Responsibility: _____

Facts Underlying Finding of Non-Responsibility: _____

Add additional sheets if necessary

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

(Please circle): No Yes

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

New York State Agency or Authority: _____

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

Facts Underlying Termination: _____

Add additional sheets if necessary

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

Date: _____ 201__ _____

Signature of Offeror's Authorized Representative

Printed Name and Title of Authorized Representative

Name and Address of Offeror

OMH Attachments J2: March 27, 2006

ATTACHMENT K: EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Contract # _____

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

1. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing Programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State Contracts.
2. This organization shall state in all solicitations or advertisements for employees that, in the performance of the state Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
3. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the Implementation of the Contractor's obligations herein.

Agreed to this _____ day of _____, 2 _____

By _____

Print _____ Title _____

Signature _____

Version 1/09/2009

ATTACHMENT L: MWBE CONTRACTOR UTILIZATION PLAN

NEW YORK STATE

OFFICE OF MENTAL HEALTH

MINORITY AND WOMEN BUSINESS ENTERPRISES

PROGRAM

Contract # _____

PAGE: _____ OF: _____

1. NAME :		4. FEDERAL ID OR SSN.		7. CONTRACT DESCRIPTION:		
2. ADDRESS:		5. CONTRACT NUMBER:		8. CONTRACT GOALS		9. MWBE DOLLARS
3. TELEPHONE NUMBER				MBE _____ %		MBE \$ _____
		6. TOTAL CONTRACT AMOUNT: \$		WBE _____ %		WBE \$ _____
10. MWBE SUBCONTRACTORS.		11. CLASSIFIC.	12. SUBCONTRACTOR'S FEDERAL ID/ SSN.	13. DESCRIPTION OF WORK/SUPPLIES		15. DOLLAR AMOUNT TO BE PAID
NAME:		MBE <input type="checkbox"/>				
ADDRESS:		WBE <input type="checkbox"/>				
PHONE NO.:						
NAME:		MBE <input type="checkbox"/>				
ADDRESS:		WBE <input type="checkbox"/>				
PHONE NO.:						
NAME:		MBE <input type="checkbox"/>				
ADDRESS:		WBE <input type="checkbox"/>				
PHONE NO.:						
NAME:		MBE <input type="checkbox"/>				
ADDRESS:		WBE <input type="checkbox"/>				
PHONE NO.:						
I certify all information on this report is correct.				DOLLAR AMOUNT		% OF TOTAL
CONTRACTOR'S SIGNATURE		17. TOTAL PAYMENT TO DATE TO MBE				

Attachment L: MWBE Contractor Utilization Plan

DATE: _____	18. TOTAL PAYMENT TO DATE TO WBE		
FOR OMH USE ONLY DATE RECEIVED: _____ REVIEWED BY: _____ DATE: _____	COMMENTS (USE EXTRA SHEETS IF NECESSARY)		

ATTACHMENT M: MWBE REQUEST FOR WAIVER

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

Contract # _____

TYPE OF WAIVER (CHECK ONE)
 PARTIAL TOTAL

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

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

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

<p>18. PROVIDE ANY DOCUMENTATION OF NEGOTIATIONS BETWEEN YOUR COMPANY AND THE CERTIFIED MWBE UNDERTAKEN FOR PURPOSES OF COMPLYING WITH THIS CONTRACT GOALS.</p> <p style="text-align: center;">DOCUMENTATION IS ATTACHED: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA</p>	
<p>I CERTIFY THAT THE INFORMATION PROVIDED IN THIS FORM IS CORRECT.</p>	
<p>_____</p> <p>CONTRACTOR'S SIGNATURE</p>	<p>_____</p> <p>DATE</p>
<p>FOR OMH USE ONLY</p> <p>DATE RECEIVED: _____</p> <p>REVIEWED BY: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>	<p>ACTION TAKEN:</p> <p>APPROVED <input type="checkbox"/></p> <p>DISAPPROVED <input type="checkbox"/></p>
<p>RECOMMENDATIONS/COMMENTS.</p>	

ATTACHMENT N: DELETED

ATTACHMENT O: COST PROPOSAL COVER SHEET

Please attach completed spreadsheet: C009999 Pricing OMH EMR RFP.xlsx

A. Fixed Price Bid for the Fixed Price Deliverables: \$_____

B. Hourly Rate (use the grid below to compute):

The calculation for the Average Hourly Rate must provide hourly rates for each of the Labor Categories 1 through 11, The Average Hourly Rate is calculated by dividing the sum of all of the hourly rates for each Labor Category, by the actual number of Labor Categories (11) included in the average.

#	Labor Category	Hourly Rate
1	Project Manager	
2	Technical Solutions Architect	
3	Clinical Solutions Architect	
4	Implementer/Trainer	
5	Lead Business Analyst	
6	Lead Pharmacy Expert	
7	Business Analyst	
8	Senior Developer	
9	Jr. Developer	
10	Technical Writer	
11	Database Administrator	
	Avg. Hourly Rate	\$ -

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

Name of Firm: _____

Printed Name and Title: _____

Authorized Signature: _____

Date: _____

ATTACHMENT P: [TEAM NAME] PROJECT TEAM STAFFING ROSTER

Project Name: VistA EMR Implementation Project

Project Number: C0099999

Contractor/Firm Name: _____

Job Title	Proposed Consultant's Name	Key Staff	Sub Contractor Y/N?
Project Manager		Yes	
Technical Solutions Architect		Yes	
Clinical Solutions Architect		Yes	
Implementation/Training Lead		Yes	
Lead Business Analyst		Yes	
Pharmacy Lead/Expert		Yes	

NOTE:

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

By signing below, I, _____, on behalf of _____, do attest that any

Name of Authorized Representative

Name of Bidder's Firm

proposed consultants identified above as a Sub-Contractor (an entry of 'Y' in the 'Subcontractor Y/N?' column) are available and willing to work on the OMH EMR Project in the event that the firm is selected for award of Contract C0099999.

Signed: _____ Date: _____

ATTACHMENT Q: PROJECT ABSTRACT FORM

(The Contractor must provide a minimum of two (2) project references plus one project reference for each proposed Subcontractor, from work within the previous three (3) years, which is relevant to an EMR Implementation of this size and Scope and based on work share).

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

ATTACHMENT R: BIDDER'S KEY STAFF CERTIFICATION

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

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

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

Date: _____

Signature: _____
Bidder's Authorized Representative

Version Date: 9/7/06

ATTACHMENT S: MANDATORY QUALIFICATIONS DETAIL FORMS:

Contractor Project Manager

Contractor Name: _____

Candidate's Name: _____

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

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

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

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

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

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

Mandatory Qualification	Minimum Years of Experience Required	Actual Years of Experience	Dates of Experience
1. Experience in electronic patient record systems (EHR/EMR) including, but not limited to information systems that relate to patient clinical, pharmacology and quality improvement indicators.	10		
2. Project Management experience in large multi hospital health care environment	5		
3. Experience in software development and organizational responsibility that utilized VistA	5		
4. Experience in business analysis models, including documentation of work flow utilizing UML, use cases or other business modeling methodologies.	5		
5. Experience in managing shared resources project with staffing from multiple organizations and experience in resolving conflicts and dealing with shifting priorities.	5		
6. Formal training in project management or:	n/a	n/a	
Certification as Project Management Professional (PMP) or Program Management Professional (PgMP) from PMI and year attained	n/a	n/a	
7. Bachelor's Degree. Preference in Information Systems, Computer Programming or other similar field or 10 years experience in Project/Program Management.	Degree/10 yr	Degree Area of Study?	
8. Knowledge of technical architecture, data base administration and SD lifecycle	n/a		
9. Proficiency in Word, Excel, PowerPoint, MS Project, MS Visio & Adobe Acrobat	n/a		
10. Superior English language written and verbal communication skills *	* Will be evaluated during interview	n/a	n/a

11. Experience with an Agile Software Development methodology	n/a	n/a	
Mandatory Qualification Detailed Experience #1: Experience in electronic patient record systems (EHR/EMR) Years Required: 10			
Project Name	Employer Name	Point of Contact	
<i>Name 1</i>	<i>Employer 1</i>	Name	<i>Employer 2, Mr. Smith</i>
<i>Name 2</i>	<i>Employer 2</i>		
<i>Name 3</i>	<i>Employer 3</i>		
Dates of Qualifying Experience		Title	
<i>Project Name 1: 1999-2003</i>		Phone:	
<i>Project Name 2: 2003-2005</i>			
<i>Project Name 3: 2005-Current</i>			
Project Description & Relevance		Email:	
<i>Project Name 1: list detailed experience/tasks</i> <i>Project Name 2: list detailed experience/tasks</i> <i>Project Name 3: list detailed experience/tasks</i>			
Mandatory Qualification Detailed Experience #2: Project Management experience in large multi hospital health care environment Years Required: 5			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #3: Experience in SD/organizational responsibility that utilized Vista EHR Years Required: 5			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #4: Experience in business analysis models, UML, other modeling methodologies. Years Required: 5			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #5: Experience in managing shared resources from multiple organizations, resolving conflicts, shifting priorities. Years Required: 5			
Project Name	Employer Name	Point of Contact	

		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #8: Knowledge of technical architecture, data base administration and SD lifecycle Years Required: 5			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #9: Proficiency in Word, Excel, PowerPoint, MS Project, MS Visio & Adobe Acrobat Years Required: 5			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Education/Certifications			
Mandatory Qualification Detailed Experience #6: Formal training in project management (list courses completed) or Certification as Project Management Professional (PMP) or Program Management Professional (PgMP) from PMI and year attained			
Mandatory Qualification Detailed Experience #7: Bachelor's Degree. Preference in Information Systems, Computer Programming or other similar field, list year obtained, or 10 years in Program/Project Management (list experience).			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	

MANDATORY QUALIFICATIONS DETAIL FORM:

Contractor Technical Solutions Architect

Contractor Name: _____

Candidate's Name: _____

- 1) For each Mandatory Qualification listed, there is a corresponding Mandatory Qualification Detail Form that must be completed.
- 2) Do not propose this candidate unless each of the following conditions is satisfied:
 - a) The candidate's skills and experience satisfy each and every Mandatory Qualification listed on this form.
 - b) For each Mandatory Qualification listed, the candidate's experience should be clearly reflected in the Mandatory Qualification Table (below) showing the name of the company where the experience was obtained, specific dates for the qualifying experience, and narrative demonstrating tasks, tools and/or responsibilities which meet the specific qualification claimed on this form.
 - c) _____ certifies that the individual proposed as Contractor Technical Solutions Architect was contacted after the issue date of the solicitation and that this individual has confirmed that they are available for performance.
- 3) We understand that Contractor Key Staff more than likely did not obtain all their experience from one project or one employer. For each Mandatory Qualification Detailed Experience Area, please list the multiple projects or employments under the corresponding cell (example provided below). For the Point of Contact, please select the best reference from the multiple employers and provide their information.

Mandatory Qualification	Minimum Years of Experience Required	Actual Years of Experience	Dates of Experience
1. Experience in computer systems and/or network management	10		
2. Technical team management experience	5		
3. Experience in Infrastructure design.	5		
4. Experience in Technical architecture documentation, including network and systems diagrams.	5		
5. Experience in management of the technological aspects of VistA.	5		
6. Knowledge of technical architecture, data base administration and software development lifecycle.	n/a		
7. Deep working knowledge of the VistA foundation modules (Kernel, Fileman, Mailman, Patch Module, etc.) and the MUMPS programming language.	n/a		
8. Demonstrated customer service skills for working with OMH Executive Team, and various levels of OMH CIT and Facility staff.	n/a		
9. Excellent English written and oral presentation skills and knowledge of organizational communication *	* Will be evaluated during interview	n/a	n/a
10. Experience with an Agile Software Development methodology	n/a	n/a	
Mandatory Qualification Detailed Experience #1: Experience in computer systems and/or network management			
Years Required: 10			
Project Name	Employer Name	Point of Contact	
<i>Name 1</i>	<i>Employer 1</i>	Name	<i>Employer 2, Mr. Smith</i>
<i>Name 2</i>	<i>Employer 2</i>		
<i>Name 3</i>	<i>Employer 3</i>		

Dates of Qualifying Experience		Title	
<i>Project Name 1: 1999-2003</i>		Phone:	
<i>Project Name 2: 2003-2005</i>			
<i>Project Name 3: 2005-Current</i>			
Project Description & Relevance		Email:	
<i>Project Name 1: list detailed experience/tasks</i> <i>Project Name 2: list detailed experience/tasks</i> <i>Project Name 3: list detailed experience/tasks</i>			
Mandatory Qualification Detailed Experience #2: Technical team management experience			
Years Required: 5			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #3: Experience in Infrastructure design.			
Years Required: 5			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #4: Experience in Technical architecture documentation, network, and systems diagrams.			
Years Required: 5			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #5: Experience in management of the technological aspects of Vista.			
Years Required: 5			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #6: Knowledge of technical architecture, data base administration and SD lifecycle			
Years Required: n/a			

Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #7: Knowledge of VistA foundation modules (Kernel, Fileman, Mailman, Patch Module, etc.) and the MUMPS programming language. Years Required: n/a			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #8: Demonstrated customer service skills for working with OMH Executive Team, and various levels of OMH CIT and Facility staff. Years Required: n/a			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	

MANDATORY QUALIFICATIONS DETAIL FORM:

Contractor Clinical Solutions Architect

Contractor Name: _____

Candidate's Name: _____

- 1) For each Mandatory Qualification listed, there is a corresponding Mandatory Qualification Detail Form that must be completed.
- 2) Do not propose this candidate unless each of the following conditions is satisfied:
 - a) The candidate's skills and experience satisfy each and every Mandatory Qualification listed on this form.
 - b) For each Mandatory Qualification listed, the candidate's experience should be clearly reflected in the Mandatory Qualification Table (below) showing the name of the company where the experience was obtained, specific dates for the qualifying experience, and narrative demonstrating tasks, tools and/or responsibilities which meet the specific qualification claimed on this form.
 - c) _____ certifies that the individual proposed as Contractor Clinical Solutions Architect was contacted after the issue date of the solicitation and that this individual has confirmed that they are available for performance.
- 3) We understand that Contractor Key Staff more than likely did not obtain all their experience from one project or one employer. For each Mandatory Qualification Detailed Experience Area, please list the multiple projects or employments under the corresponding cell (example provided below). For the Point of Contact, please select the best reference from the multiple employers and provide their information.

Mandatory Qualification	Minimum Years of Experience Required	Actual Years of Experience	Dates of Experience
1. Experience in electronic patient record systems (EHR/EMR) including, but not limited to information systems that relate to patient clinical, pharmacology and quality improvement indicators.	10		
2. Experience in conversion of an enterprise health care organization to an EMR system.	5		
3. Experience in multi-hospital Implementation of a Vista based Electronic Medical Record systems including the management of system documentation, training, and support.	5		
4. Worked in a health care environment where patient care was electronically documented.	5		
5. Medical Degree. (MD, RN, or other)	n/a	Degree Area of Study?	
6. Superior English language written and verbal communication skills *	* Will be evaluated during interview	n/a	n/a
7. Experience with an Agile Software Development methodology	n/a	n/a	
Mandatory Qualification Detailed Experience #1: Experience in electronic patient record systems (EHR/EMR)			
Years Required: 10			
Project Name	Employer Name	Point of Contact	
<i>Name 1</i>	<i>Employer 1</i>	Name	<i>Employer 2, Mr. Smith</i>
<i>Name 2</i>	<i>Employer 2</i>		
<i>Name 3</i>	<i>Employer 3</i>		
Dates of Qualifying Experience		Title	

<i>Project Name 1: 1999-2003</i> <i>Project Name 2: 2003-2005</i> <i>Project Name 3: 2005-Current</i>		Phone:	
Project Description & Relevance		Email:	
<i>Project Name 1: list detailed experience/tasks</i> <i>Project Name 2: list detailed experience/tasks</i> <i>Project Name 3: list detailed experience/tasks</i>			
Mandatory Qualification Detailed Experience #2: Conversion of an enterprise health care organization to an EMR system. Years Required: 5			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #3: Experience in multi-hospital Implementation of a VistA based Electronic Medical Record systems including the management of system documentation, training, and support. Years Required: 5			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #4: Worked in a health care environment where patient care was electronically documented. Years Required: 5			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Education/Certifications			
Mandatory Qualification Detailed Experience #5: Medical Degree. (MD, RN, or other) List year obtained.			

MANDATORY QUALIFICATIONS DETAIL FORM:

Lead Pharmacy Expert

Contractor Name: _____

Candidate's Name: _____

- 1) For each Mandatory Qualification listed, there is a corresponding Mandatory Qualification Detail Form that must be completed.
- 2) Do not propose this candidate unless each of the following conditions is satisfied:
 - a) The candidate's skills and experience satisfy each and every Mandatory Qualification listed on this form.
 - b) For each Mandatory Qualification listed, the candidate's experience should be clearly reflected in the Mandatory Qualification Table (below) showing the name of the company where the experience was obtained, specific dates for the qualifying experience, and narrative demonstrating tasks, tools and/or responsibilities which meet the specific qualification claimed on this form.
 - c) _____ certifies that the individual proposed as Contractor Pharmacy Lead/Expert was contacted after the issue date of the solicitation and that this individual has confirmed that they are available for performance.
- 3) We understand that Contractor Key Staff more than likely did not obtain all their experience from one project or one employer. For each Mandatory Qualification Detailed Experience Area, please list the multiple projects or employments under the corresponding cell (example provided below). For the Point of Contact, please select the best reference from the multiple employers and provide their information.

Mandatory Qualification	Minimum Years of Experience Required	Actual Years of Experience	Dates of Experience
1. Experience in using VistA Pharmacy Module and BCMA software	5		
2. Experience in Technical documentation and development of user friendly training and reference materials.	5		
3. Experience in software troubleshooting skills.	n/a		
4. Demonstrated interpersonal skills and organizational communication for working with internal and external customers.	n/a		
5. Demonstrated ability to convey the computer Program inputs and outputs to others, including analysis of the reports generated.	n/a		
6. Certified Pharmacy Technician, Licensed Pharmacist or Pharmacy Degree.	n/a		
7. Superior English language written and verbal communication skills *	* Will be evaluated during interview	n/a	n/a
Mandatory Qualification Detailed Experience #1: Experience in using VistA Pharmacy Module and BCMA software			
Years Required: 5			
Project Name	Employer Name	Point of Contact	
Name 1	Employer 1	Name	Employer 2, Mr. Smith
Name 2	Employer 2		
Name 3	Employer 3		
Dates of Qualifying Experience		Title	
Project Name 1: 1999-2003		Phone:	
Project Name 2: 2003-2005			
Project Name 3: 2005-Current			

Project Description & Relevance		Email:	
<i>Project Name 1: list detailed experience/tasks</i> <i>Project Name 2: list detailed experience/tasks</i> <i>Project Name 3: list detailed experience/tasks</i>			
Mandatory Qualification Detailed Experience #2: Experience in Technical documentation and development of user friendly training and reference materials. Years Required: 5			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #3: Experience in software troubleshooting skills Years Required: n/a			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #4: Demonstrated interpersonal skills and organizational communication for working with internal and external customers. Years Required: n/a			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #5: Demonstrated ability to convey the computer Program inputs and outputs to others, including analysis of the reports generated. Years Required: n/a			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Education/Certifications Mandatory Qualification Detailed Experience #6: Certified Pharmacy Technician, Licensed Pharmacist or Pharmacy Degree.			

MANDATORY QUALIFICATIONS DETAIL FORM:

Contractor Implementation/Training Manager

Contractor Name: _____

Candidate's Name: _____

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

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

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

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

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

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

Mandatory Qualification	Minimum Years of Experience Required	Actual Years of Experience	Dates of Experience
1. Organizing and managing training for health care organizations.	5		
2. Implementation of health care systems in a multi hospital environment.	5		
3. VistA system with previous experience training and Implementation for this application.	3		
4. A health care environment in an IT related field.	3		
5. Bachelors of Science Degree. (Preference in Education, Information Systems, Computer Programming or other similar field) or 5 years experience in EHR/EMR Implementations and training management	Degree/5 yr	Degree Area of Study?	
6. Superior English language written and verbal communication skills *	* Will be evaluated during interview	n/a	n/a
Mandatory Qualification Detailed Experience #1: Organizing and managing training for health care organizations. Years Required: 5			
Project Name	Employer Name	Point of Contact	
Name 1	Employer 1	Name	Employer 2, Mr. Smith
Name 2	Employer 2		
Name 3	Employer 3		
Dates of Qualifying Experience		Title	
Project Name 1: 1999-2003		Phone:	
Project Name 2: 2003-2005			
Project Name 3: 2005-Current			
Project Description & Relevance		Email:	
Project Name 1: list detailed experience/tasks			

Project Name 2: list detailed experience/tasks
Project Name 3: list detailed experience/tasks

Mandatory Qualification Detailed Experience #2: Implementation of health care systems in a multi hospital environment.
Years Required: 5

Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	

Mandatory Qualification Detailed Experience #3: VistA system with experience training and Implementation for this application.
Years Required: 3

Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	

Mandatory Qualification Detailed Experience #4: A health care environment in an IT related field.
Years Required: 3

Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	

Education/Certifications

Mandatory Qualification Detailed Experience #5: Bachelors of Science Degree. (Preference in Education, Information Systems, Computer Programming or other similar field) and list year obtained. If no degree, 10 years experience in EHR Implementations and training management (list experience).

Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	

MANDATORY QUALIFICATIONS DETAIL FORM:

Contractor Lead Business Analyst

Contractor Name: _____

Candidate's Name: _____

- 1) For each Mandatory Qualification listed, there is a corresponding Mandatory Qualification Detail Form that must be completed.
- 2) Do not propose this candidate unless each of the following conditions is satisfied:
 - a) The candidate's skills and experience satisfy each and every Mandatory Qualification listed on this form.
 - b) For each Mandatory Qualification listed, the candidate's experience should be clearly reflected in the Mandatory Qualification Table (below) showing the name of the company where the experience was obtained, specific dates for the qualifying experience, and narrative demonstrating tasks, tools and/or responsibilities which meet the specific qualification claimed on this form.
 - c) _____ certifies that the individual proposed as Contractor Business Lead Analyst was contacted after the issue date of the solicitation and that this individual has confirmed that they are available for performance.
- 3) We understand that Contractor Key Staff more than likely did not obtain all their experience from one project or one employer. For each Mandatory Qualification Detailed Experience Area, please list the multiple projects or employments under the corresponding cell (example provided below). For the Point of Contact, please select the best reference from the multiple employers and provide their information.

Mandatory Qualification	Minimum Years of Experience Required	Actual Years of Experience	Dates of Experience
1. Experience in business analysis including as-is and to-be system functionality and analysis.	5		
2. Experience with VistA based EMR systems.	5		
3. Experience in business case documentation, including use case documentation including the documentation of business flow using UML tools or related methodologies to provide documentation.	5		
4. Experience in analyzing and documenting cost benefit analysis.	5		
5. Experience in preparing and providing organization wide communications.	5		
6. Experience in user acceptance testing.	5		
7. Bachelors of Science Degree. (Preference in Education, Information Systems, Computer Programming or other similar field) or 5 years experience in business process analysis and management.	Degree/5 yr	Degree area of study?	
8. Superior English language written and verbal communication skills *	* Will be evaluated during interview	n/a	n/a
Mandatory Qualification Detailed Experience #1: Experience in business analysis including as-is and to-be system functionality and analysis. Years Required: 5			
Project Name	Employer Name	Point of Contact	
Name 1	Employer 1	Name	Employer 2, Mr. Smith
Name 2	Employer 2		
Name 3	Employer 3		
Dates of Qualifying Experience		Title	
Project Name 1: 1999-2003		Phone:	

<i>Project Name 2: 2003-2005</i>			
<i>Project Name 3: 2005-Current</i>			
Project Description & Relevance		Email:	
<i>Project Name 1: list detailed experience/tasks</i> <i>Project Name 2: list detailed experience/tasks</i> <i>Project Name 3: list detailed experience/tasks</i>			
Mandatory Qualification Detailed Experience #2: Experience with VistA based EMR systems. Years Required: 5			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #3: Experience in business case documentation, including use case documentation including the documentation of business flow using UML tools or related methodologies to provide documentation. Years Required: 5			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #4: Experience in analyzing and documenting cost benefit analysis. Years Required: 5			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #5: Experience in preparing and providing organization wide communications. Years Required: 5			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #6: Experience in user acceptance testing. Years Required: 5			
Project Name	Employer Name	Point of Contact	

		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Education/Certifications			
Mandatory Qualification Detailed Experience #7: Bachelors of Science Degree. (Preference in Education, Information Systems, Computer Programming or other similar field), or 10 years experience in business process analysis and management.			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	

ATTACHMENT S1: MANDATORY QUALIFICATIONS DETAIL FORM -**FIRM**

Firm Name: _____

1) For each Mandatory Qualification listed in RFP Section 3.1 Contractor Eligibility, complete the "Actual Years of Experience" on this Mandatory Qualifications Detail Form.

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

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

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

Mandatory Qualification	Minimum Years of Experience Required	Actual Years of Experience	Dates of Experience
1. Five years experience in implementing a Vista-based EMR Solution at multiple facilities within a single hospital entity or state agency. List dates, facilities, implementation roles and other information	5		
2. Five years worth of experience and capability in using commonly accepted project management best practices to successfully manage and implement a multi-facility EMR Project. Identify the project management methodology used, and dates and locations where applied.	5		
3. Provide dates and examples of five year's worth of experience in using the firm's clinical and nursing expertise to drive process reengineering and training.	5		
4. Five years experience, and technical capability in software design, development, testing, configuration, customization, and integration with third party software to solve business problems and meet business needs.	5		

Mandatory Qualification Detailed Experience #1: Experience in implementing a Vista-based EMR Solution at multiple facilities within a single hospital entity or state agency. List dates, facilities, implementation roles and other information)

Years Required: 5

Project Name	Employer Name	Point of Contact	
Name 1	Employer 1	Name	Employer 2, Mr. Smith
Name 2	Employer 2		
Name 3	Employer 3		
Dates of Qualifying Experience		Title	
Project Name 1: 1999-2003		Phone:	
Project Name 2: 2003-2005			
Project Name 3: 2005-Current			

Project Description & Relevance		Email:	
<i>Project Name 1: list detailed experience/tasks</i> <i>Project Name 2: list detailed experience/tasks</i> <i>Project Name 3: list detailed experience/tasks</i>			
Mandatory Qualification Detailed Experience #2: Experience and capability in using commonly accepted project management best practices to successfully manage and implement a multi-facility EMR Project. Identify the project management methodology used, and dates and locations where applied. Years Required: 5			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance (include methodology used)		Email:	
Mandatory Qualification Detailed Experience #3: Experience in using the firm's clinical and nursing expertise to drive process reengineering and training. Years Required: 5			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	
Mandatory Qualification Detailed Experience #4: Experience, and technical capability in software design, development, testing, configuration, customization, and integration with third party software to solve business problems and meet business needs. Years Required: 5			
Project Name	Employer Name	Point of Contact	
		Name	
Dates of Qualifying Experience		Title	
		Phone:	
Project Description & Relevance		Email:	

ATTACHMENT T: ANTI-DISCRIMINATION AND PROHIBITION OF INTERNATIONAL BOYCOTT

ANTI-DISCRIMINATION CLAUSE

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

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, sex, or national origin. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the Bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, or national origin and that such labor union or representative will affirmatively cooperate, with the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
- (c) The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clause (a) and (b) and such provision of the State's laws against discrimination as the State Commission for Human Rights shall determine.
- (d) The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, or national origin.
- (e) The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- (f) This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future Contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a Program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three

members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

(g) The Contractor will include the provisions of clauses (a) through (f) in every Subcontract or purchase order in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such Subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

PARTICIPATION IN AN INTERNATIONAL BOYCOTT PROHIBITED

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

A. That neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, or Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated there under;

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

The Bidder signs below in full knowledge and acceptance of the provisions of the NON-DISCRIMINATION CLAUSE, and the PARTICIPATION IN AN INTERNATIONAL BOYCOTT PROHIBITED CLAUSE

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

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

ATTACHMENT U: CONTRACT DOCUMENTS

STATE AGENCY NYS Office of Mental Health 44 Holland Avenue Albany NY 12229		NYS COMPTROLLER'S NUMBER: C009999	
CONTRACTOR < Complete after Bid award >		ORIGINATING AGENCY CODE: 50000	
CHARITIES REGISTRATION NUMBER: N/A		TYPE OF PROGRAM Electronic Medical Records-System (EMR) Open Source VISTA based	
FEDERAL TAX IDENTIFICATION NUMBER: <Enter Tax ID #>		INITIAL CONTRACT PERIOD: 5 years <Complete dates after Bid award >	
MUNICIPALITY NO.: N/A		CONTRACT AMOUNT FOR INITIAL PERIOD: (As per Appendix B) <Complete after award -Enter initial Contract amount >	
STATUS:		RENEWAL TERM: < Enter if applicable, or "N/A" >	
CONTRACTOR IS <input type="checkbox"/>	IS NOT <input type="checkbox"/> A SECTARIAN ENTITY	FROM:	
CONTRACTOR IS <input type="checkbox"/>	IS NOT <input type="checkbox"/> A NOT-FOR-PROFIT ORGANIZATION	TO:	
CONTRACTOR IS <input type="checkbox"/>	IS NOT <input type="checkbox"/> A MUNICIPALITY		
APPENDICES ATTACHED AND PART OF THIS AGREEMENT: (Applicable Appendixes must be checked [X])			
APPENDIX A	<input checked="" type="checkbox"/>	Standard Clauses as required by the Attorney General for all State Contracts.	
APPENDIX A-1	<input checked="" type="checkbox"/>	Agency-specific Clauses (State Operations)	
APPENDIX A-2	<input checked="" type="checkbox"/>	Equal Employment Opportunities Programs for Minorities & Minority/Women-Owned Business Enterprises Program Goals	
	<input type="checkbox"/>	Exhibit 1 – OMH Approved MWBE Utilization Plan	
	<input type="checkbox"/>	Exhibit 2 – OMH Approved MWBE Request for Waiver (if Applicable)	
	<input type="checkbox"/>	Exhibit 3 – MWBE Contractor's Compliance Report	
APPENDIX B	<input checked="" type="checkbox"/>	Budget	
APPENDIX C	<input checked="" type="checkbox"/>	Payment and Reporting Schedule	
APPENDIX D	<input checked="" type="checkbox"/>	Program Work Plan	
APPENDIX D-1	<input checked="" type="checkbox"/>	Specific Terms and Conditions	
APPENDIX F	<input checked="" type="checkbox"/>	HIPAA Business Associate Agreement	
APPENDIX G	<input checked="" type="checkbox"/>	Insurance Requirements	
APPENDIX H	<input checked="" type="checkbox"/>	Facility specific clauses	
APPENDIX I	<input checked="" type="checkbox"/>	Consulting Disclosure Instructions and Form B – 2 pages	
APPENDIX J	<input checked="" type="checkbox"/>	OMH Request For Proposal (RFP)	
APPENDIX K	<input checked="" type="checkbox"/>	Contractor's Proposal	
APPENDIX L	<input checked="" type="checkbox"/>	Escrow Agreement (DSI)	
APPENDIX X	<input checked="" type="checkbox"/>	Modification Agreement	

CONTRACT SIGNATURE PAGE

Contract No. C009999/EMR

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

CONTRACTOR:

By: Printed Name: Title:

Signature: _____ Date:

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

STATE AGENCY: NYS Office of Mental Health – Agency Code 50000

By: Printed Name: Title:

Signature: _____ Date:

State Agency Certification

In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract. No information that may negatively impact the Contractor's responsibility has come to the agency's attention and OMH has reasonable assurance that the Contractor continues to be responsible.

CIVIL SERVICE APPROVAL (If Required) Not Required for this EMR solicitation

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Title:

Title:

Date:

Date:

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGEMENT

Contract No.: C009999/EMR

STATE OF _____)

SS:

County of _____)

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

[CHECK ONE]

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

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

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

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

Notary Public

Registration Number: _____

State of _____

STATE OF NEW YORK AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the Contract amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT to modify the AGREEMENT within an existing PERIOD; the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all Services to the satisfaction of the STATE. The CONTRACTOR shall provide Services and meet the Program objectives summarized in the Program Work plan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for Facilities or licenses for an activity or Program.

F. If the CONTRACTOR enters into Subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its Subcontractors. Nothing in the Subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the Subcontractor and the STATE.

G. Order of precedence: **INTENTIONALLY DELETED**

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE'S designated Email (identified in Appendix C) all appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of Contract Services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR'S costs and Services provided pursuant to This AGREEMENT.

1. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. **INTENTIONALLY DELETED**
- B. **INTENTIONALLY DELETED**
- C. **INTENTIONALLY DELETED**
- D. **INTENTIONALLY DELETED**
- E. **INTENTIONALLY DELETED**
- F. **INTENTIONALLY DELETED**

IV. Indemnification

- A. **INTENTIONALLY DELETED**

B. The CONTRACTOR is an independent Contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

INTENTIONALLY DELETED

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive Services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the Contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

Appendix A: Standard Clauses for New York State Contracts

December, 2011

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is

committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- (b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance

Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803 <http://www.empire.state.ny.us>

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

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

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

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

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

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

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

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

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

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

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

Appendix A-1: Agency Specific Clauses

(OMH State Operations)

I. General Provisions

1. INTENTIONALLY DELETED

2. INTENTIONALLY DELETED

3. INTENTIONALLY DELETED

4. The OMH reserves the right to terminate this Contract in the event it is found that the certification filed by the CONTRACTOR in accordance with the New York State Finance Law 139-k was intentionally false or intentionally incomplete. Upon such finding, the OMH may exercise its termination right by providing written notification to the CONTRACTOR.

5. Vendor Responsibility

A. CONTRACTOR covenants and represents that it has, to the best of its knowledge, truthfully and thoroughly completed CONTRACTOR's Vendor Responsibility Questionnaire (hereinafter "Responsibility Questionnaire") provided to CONTRACTOR by the STATE prior to execution of this Agreement. CONTRACTOR further covenants and represents that as of the date of execution of this Agreement, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Responsibility Questionnaire.

B. CONTRACTOR shall provide to the STATE updates to the Responsibility Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Responsibility Questionnaire becomes available.

C. In addition, CONTRACTOR shall promptly report to the STATE the initiation of any investigation or audit by a governmental authority with enforcement authority with respect to any alleged violation of federal or state law by CONTRACTOR, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of CONTRACTOR'S business. Such report shall be made within five business days following CONTRACTOR becoming aware of such event, investigation or audit and may, subject to the due process provided in Section (F) below, be considered by the STATE in making a Determination of Vendor Non-Responsibility pursuant to this section.

D. The STATE reserves the right, in its sole discretion, at any time during the term of this Agreement:

1. To require updates or clarifications to the Responsibility Questionnaire upon written request.

2. To inquire about information included in or required information omitted from the Responsibility Questionnaire, and to require CONTRACTOR to provide such information to the STATE within a reasonable timeframe.

E. The STATE reserves the right to make a final determination of non-responsibility (hereinafter "Determination of Non-Responsibility") at any time during the term of this Agreement based on:

1. Any information provided in the Responsibility Questionnaire and/or in any updates, clarifications or amendments thereof; or

2. The STATE's discovery of any material information which pertains to CONTRACTOR's responsibility.

F. Prior to making a final Determination of Non-Responsibility, the STATE shall provide written notice to CONTRACTOR that it has made a preliminary determination of non-responsibility. The STATE shall detail the reason(s) for the preliminary determination, and shall provide CONTRACTOR with an opportunity to be heard.

G. The State's final Determination of Non-Responsibility shall be a basis for termination pursuant to paragraph C of Section III, Terminations, in the State of New York Agreement.

6. If Section 5-a of the NYS Tax Law is applicable, the CONTRACTOR must submit the following forms as and when required: to the NYS Tax Department, a Contractor Certification Form ST-220-TD, and to OMH, a Contractor Certification to Covered Agency Form ST-220-CA.

7. INTENTIONALLY DELETED

8. The CONTRACTOR warrants to the OMH that it has secured sufficient right, title and interest to ensure that OMH may use any design, device, material, source-code or process comprising all or part of the Deliverables.

9. In the event that CONTRACTOR is provided access to any electronic data or computer application maintained by OMH, OMH may request, and CONTRACTOR shall execute, such additional forms or agreements as OMH generally requires as a condition of such access (e.g., Data Exchange Agreement, Computer Application Sharing Agreement, Confidentiality and Non-Disclosure Agreement).

10. INTENTIONALLY DELETED

11. In the event that CONTRACTOR, in the course of performance hereunder, obtains access to information, data or records deemed confidential in accordance with the provisions of Mental Hygiene Law Section 33.13 and/or "protected health information" as such term is defined in 45 C.F.R. Parts 160, 164, then CONTRACTOR shall restrict its use of that information, data or records for the limited purposes of this agreement and in accordance with Appendix F of this agreement, if and as applicable. Any such access shall be neither construed nor considered a disclosure of confidential records to CONTRACTOR, but rather as a ministerial record keeping activity of the OMH. Any further dissemination or any use beyond that specifically authorized, of any such information, data or records, by CONTRACTOR, its agents, successors or associates shall constitute an unlawful disclosure of confidential information in violation of Mental Hygiene Law Section 33.13, and/or 45 C.F.R. Parts 160, 164, as applicable, and CONTRACTOR acknowledges that it has an affirmative obligation to safeguard any such information, data or records from unnecessary distribution amongst its agents and to any third parties. CONTRACTOR specifically agrees to indemnify OMH from damages to third parties flowing from any breach of the confidentiality of records in the possession or control of CONTRACTOR.

12. INTENTIONALLY DELETED

13. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The paragraph headings in this Agreement are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. This Agreement has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

14. In that, purchases by the State of New York are not subject to sales tax, transportation tax and Federal excise tax, payment for such amounts may not be claimed, declared or allowed under this agreement. Exemption certificates will be provided upon request.

15. Federal law requires that OMH provide their Contractors with information about the Federal False Claims Act, the New York State False Claims Act and other federal and state laws that play a role in preventing and detecting fraud, waste and abuse in federal health care Programs. This information must include the whistleblower protections that are in these laws. OMH must also provide its Contractors with information about OMH's own policies and procedures for detecting and preventing waste, fraud and abuse.

Detailed descriptions of these laws, their whistleblower protections and OMH's policies are at:

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

All Contractors of OMH are required to participate in the reviews and audits described in the OMH policies, and to abide by these policies with respect to funding for OMH Services. Contractors are required to make the information at the website address listed above available to all their employees and to Subcontractors involved in performing work under the Contract with OMH.

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

Where feasible, Contractors shall adhere to the NYS Executive Orders No. 4 (issued 04/26/08) which is referenced at the on-line web address of:

<http://www.governor.ny.gov/executiveorder/4> and Executive Order No. 134 (issued 01/05/05 by former Governor George E. Pataki) which is referenced at the on-line address of:
<http://www.ogs.state.ny.us/purchase/GreenPurchasing.asp>

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

18. NOTICES

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

1. via certified or registered United States mail, return receipt requested;
2. by facsimile transmission;
3. by personal delivery;
4. by expedited delivery service; or
5. by e-mail.

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

State of New York Office of Mental Health

[Contractor Name]

Name: Dr. Hao Wang (and/or assigned designee)

Name:_____

Title: Chief Information Officer

Title:_____

Address: 44 Holland Ave Albany NY 12229

Address:_____

Telephone Number: (518) 474-5379

Telephone Number:_____

Facsimile Number: (518) 473-2778

Facsimile Number:_____

E-Mail Address: Hao.Wang@omh.ny.gov

E-Mail Address:_____

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

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

Appendix A-2: Equal Employment Opportunities Programs for Minorities and Women and Minority/Women Owned Business Enterprises Program Goals

I. Pursuant to Article 15-A of the New York State Executive Law and the regulations adopted pursuant thereto, if this Agreement is:

(1) A written agreement or purchase order instrument, or amendment thereto, providing for a total expenditure in excess of \$25,000.00, whereby OMH is committed to expend or does expend funds in return for labor, services, including legal, financial and other professional services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to OMH, or;

(2) A written agreement in excess of \$100,000.00 whereby OMH is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvement thereon, or;

(3) A written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, or;

(4) Leases of real property by OMH to a lessee where the terms of such leases provide for OMH to be engaged in construction, demolition, replacement, major repair or renovation of real property and improvements thereon in excess of \$100,000.00.

Then:

Contractor and OMH agree as a condition of this Agreement to be bound by the provisions of Article 15-A of the Executive Law and its regulations. The purpose of Article 15-A is to promote the opportunity for equal participation in our economic system of minority and women owned business enterprises (MWBE) in regard to State contracts and procurement activities and to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

II. Non-Discrimination Review and Equal Employment Opportunities

Non-Discrimination Review:

Contractor shall comply with the provisions of the Human Rights Law and all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), 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.

Equal Employment Opportunities

1. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing

programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

2. Prior to the award of the Contract, the Contractor shall submit a staffing plan as required by OMH.

3. Where the work force to be utilized in the performance of this Contract can be separated out from the Contractor's and/or subcontractor's total work force, the Contractor shall submit to OMH, EEO workforce utilization reports in a form and manner as required by OMH, which sets forth the work force actually utilized on this Contract. Such reports are required on a quarterly basis throughout the life of the Contract when the Contractor's and/or subcontractor's work force on the Contract changes. See 5 NYCRR Part 143 for information regarding EEO reporting requirements and EEO compliance.

4. Where the work force to be utilized in the performance of the Contract cannot be separated out from the Contractor's and/or subcontractor's total work force, the Contractor shall submit to OMH EEO workforce utilization reports, in a form and manner as required by OMH, on a semi-annual basis during the life of the contract. See 5 NYCRR Part 143 for information regarding EEO reporting requirements and EEO compliance.

5. The provisions of this section shall not apply to the performance of work or the provision of services or any other activity unrelated, separate or distinct from this Contract as expressed by its terms; or for employment outside New York State.

III. MWBE Utilization Goal Requirements

1. Pursuant to Article 15-A of the Executive Law and its regulations, OMH has adopted the MWBE participation goals established below for this Agreement and, if applicable, for Contractor's subcontracting activities, and for the purchase of services and commodities.

Total MWBE: 20% MBE: 12 % WBE: 8 %

2. As a condition of this Agreement, Contractor agrees (a) to make good faith efforts to solicit active participation by enterprises identified in the directory of certified MWBEs which is available at the following web address <http://www.esd.ny.gov/MWBE/directorySearch.html> and (b) to be bound by the conditions of Sections 316 and 316-a of the Executive Law.

3. Where goals have been established for this Agreement, then:

A. Contractor shall make good faith efforts to meet the goal requirements of this Agreement in accordance with the utilization plan submitted and approved by OMH prior to award of the Agreement. If, after a good faith effort, Contractor

cannot comply with the established goal requirements, Contractor may make a request for a partial or total waiver at any time during the performance of the Agreement but prior to the submission of a request for final payment. Such request shall be on the form attached hereto as Attachment M and shall be subject to the criteria and procedures set forth in Executive Law Article 15-A and 5 NYCRR Part 142; and

B. Contractor shall, during the performance of this Agreement, agree to the following:

1. Unless otherwise specified, Contractor shall submit quarterly compliance reports to OMH on the form attached hereto as Exhibit 1.
2. Contractor and its subcontractors shall also agree to provide OMH with evidence of compliance with MWBE goals through onsite inspections, progress meetings regarding work required by this Agreement, review of payrolls and any other information or documentation reasonably requested pursuant to Article 15-A and its regulations.

4. General Provisions/Liquidated Damages:

A. Failure to submit Contractor Compliance Reports required by this Appendix in a timely manner shall be cause for the OMH to delay implementing scheduled payments to Contractor as provided in Appendix C hereto, or to take any other action set forth in Article 15-A of the Executive Law.

B. If OMH determines that Contractor is not in compliance with the requirements of this subsection and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to OMH liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between:

- a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - b. 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 OMH, Contractor shall pay such liquidated damages to OMH within sixty (60) days after they are assessed by OMH unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director pursuant to subdivision 8 of section 313 of the Executive Law in which event the liquidated damages shall be payable if the Director renders a decision in favor of OMH.

5. For complete information regarding the MWBE program requirements and procedures, including the criteria for good faith efforts, waivers, and the procedures for complaints and arbitration, see Executive Law Article 15-A and 5 NYCRR Part 140-145 at: at <http://www.esd.ny.gov/MWBE.html>.

6. In the event that this Agreement is entered into on an emergency basis or where an amendment or change order has been added to this Agreement providing for a total expenditure in excess of \$25,000.00, the OMH may require the Contractor to submit a utilization plan and to comply with the post award requirements of the MWBE portion of the Agreement during the life of the Agreement.

Exhibit 1: MWBE Contractor Utilization Plan

(Submitted on [ATTACHMENT L: MWBE Contractor Utilization Plan](#) as approved by OMH)

Exhibit 2: MWBE Request for Waiver

(Submitted on [ATTACHMENT M: MWBE REQUEST FOR WAIVER](#) as approved by OMH)

Appendix A-2: Exhibit 3 MWBE Contractor's Compliance Report

NEW YORK STATE OFFICE OF MENTAL HEALTH MINORITY AND WOMEN BUSINESS ENTERPRISES PROGRAM		Exhibit 3: MWBE Contractor's Compliance Report Contract #: C009999/EMR			REPORTING PERIOD: FROM: TO:					
1. NAME AND ADDRESS	3. FEDERAL ID OR SSN.			5. CONTRACT GOALS: MBE % WBE %		8. MWBE DOLLARS MBE \$ WBE \$				
2. TELEPHONE NUMBER:	4. CONTRACT NUMBER: C009999/EMR			7. AMOUNT AWARDED: \$						
9. MWBE SUBCONTRACTORS	10. CLASS	11. DESCRIPTION OF WORK/SUPPLIES	12. WRITTEN AGREEMENT	13. SCHEDULED DATES FOR PERFORMANCE	14. TOTAL COST	15. PAYMENT FOR THIS PERIOD	16. PREVIOUS PAYMENTS			
NAME:	MBE <input type="checkbox"/>		<input type="checkbox"/> YES		\$	\$	\$			
ADDRESS:										
PHONE NO.:									WBE <input type="checkbox"/>	<input type="checkbox"/> NO
FEDERAL ID OR SSN:										
NAME:	MBE <input type="checkbox"/>		<input type="checkbox"/> YES		\$	\$	\$			
ADDRESS:										
PHONE NO.:									WBE <input type="checkbox"/>	<input type="checkbox"/> NO
FEDERAL ID OR SSN:										
NAME:	MBE <input type="checkbox"/>		<input type="checkbox"/> YES		\$	\$	\$			
ADDRESS:										
PHONE NO.:									WBE <input type="checkbox"/>	<input type="checkbox"/> NO
FEDERAL ID OR SSN:										
NAME:	MBE <input type="checkbox"/>		<input type="checkbox"/> YES		\$	\$	\$			
ADDRESS:										
PHONE NO.:									WBE <input type="checkbox"/>	<input type="checkbox"/> NO
FEDERAL ID OR SSN:										
I certify all information on this report is correct.			DOLLAR AMOUNT	% OF TOTAL	FOR OMH USE ONLY REVIEWED BY: _____ TITLE: _____ OFFICE/BUREAU: _____ DATE: _____					
CONTRACTOR'S SIGNATURE DATE:	17. TOTAL PAYMENT TO DATE TO MBE: \$		\$	%						
	18. TOTAL PAYMENT TO DATE TO WBE: \$		\$	%						

Appendix B

Appendix B: Budget – C009999/EMR

To be completed after CONTRACTOR selection utilizing Attachment "O" Cost Proposal Summary Sheet from the selected Bid as may be further clarified and or negotiated between the parties. .

There is no reimbursement for Contractor travel time.

Appendix C: Payment and Reporting Schedule

Appendix C: Payment and Reporting Schedule

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

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

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

Unless expressly requested by the OMH, no hard copy invoices are to be submitted.

REFERENCE CONTRACT # C009999/EMR AND AGENCY CODE 50000 ON ALL INVOICES AND CORRESPONDENCE.

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

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

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

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

Invoices:

This Contract is based on an approved Contractor and OMH payment plan schedule (see: **c009999-payment-plan-omh-emr-rfp.xlsx**.) In general, only **ONE** invoice (and **ONE** invoice number) for all Services/cumulative periods of Services rendered is to be submitted. The invoice must include the date(s) and if applicable the rate(s) charged as per Appendix B and the description of the specific Service rendered. All invoices shall include appropriate back up documentation such as documentation of Deliverable acceptance, signed time cards, signed log sheets, etc.

Payment Terms:

As part of OMH's risk mitigation approach, the OMH will not pay "up front" money for this project. All payments will be based upon predetermined project Deliverables. No payments for a Deliverable will be made until the Deliverable has been accepted by the OMH EMR Project Manager, and the OMH CIO in accordance with the terms of the Agreement.

The OMH will not pay any software licensing fees until successful completion of the system pilot. In addition, since the rollout of the application to all OMH Sites will take an extended period of time, software licensing costs shall be scaled according to the Implementation schedule.

Appendix C: Payment and Reporting Schedule

For each accepted Deliverable, the OMH will pay 90% of the Deliverable amount and will withhold a Surety Amount of **10%**, of the actual Deliverable amount. The final project billing will be the Project Withholding (the sum of all the Surety Amounts) which will be paid after the Warranty Period is satisfied. See: Appendix D-1, Section H [Warranties].

The Contractor is obligated to complete this project even if its actual costs exceed those on their Cost Proposal.

Do not submit statements.

Non-Compliance:

The CONTRACTOR shall provide complete and accurate billing invoices to OMH in order to receive payment. Billing invoices submitted to OMH must contain all information and supporting documentation required by the Contract, OMH, and the State Comptroller. In the event that the CONTRACTOR submits an inaccurate or incomplete invoice, OMH may refuse to pay the invoice and may return it to the CONTRACTOR with a written explanation for the decision to refuse payment. The CONTRACTOR must submit a corrected invoice within 30 days.

Electronic Payment:

Contract Payment: All Contractors are required to participate in the Electronic Payment Program offered by the NYS Office of the State Comptroller (OSC). Payment for invoices submitted by Contractors will only be rendered electronically unless payment by paper check has been expressly authorized by OMH's Office of Financial Management, at OMH's sole discretion, due to extenuating circumstances. Electronic payments will be made in accordance with ordinary State procedures and practices. Contractors shall comply with the State Comptroller's procedures to authorize electronic payments. For additional information and to apply for Electronic Payments, the CONTRACTOR is directed to the following website:

<http://www.osc.state.ny.us/epay/index.htm>

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

<http://www.osc.state.ny.us/epay/index.htm>

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

NYS Office of the State Comptroller

Bureau of Accounting Operations

Warrant & Payment Control Unit

110 State Street – 9th Floor

Albany, NY 12236

Telephone: (518) 402-4067

E-Mail: epunit@osc.state.ny.us

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

Contractor Inquiry on Paid Invoices:

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

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

Appendix D: Program Work Plan

To be based on Contractor's Bid Proposal and final negotiation with OMH.

Appendix D-1: Specific Terms and Conditions

See: [Section 8.2](#)

Appendix F: Business Associate Agreement

Appendix F: OMH HIPAA Business Associate Agreement

THIS Agreement is made by and between the New York State Office of Mental Health ("Covered Entity"), and _____ ("Business Associate").

WHEREAS, Business Associate provides, or intends to provide, certain services to Covered Entity through existing written agreement signed by Business Associate contemporaneously herewith, and, in connection with such services, may create, use or disclose for or on behalf of Covered Entity certain individually identifiable protected health information relating to individuals served by the Covered Entity ("PHI") that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended, including Subpart D of the Health Information Technology for Economic and Clinical Health Act (HITECH) of Title XIII, Division A of the American Recovery and Reinvestment Act of 2009, and related regulations, 45 CFR Parts 160 and 164 (the HIPAA Privacy and Security Rules); and

WHEREAS, by reason of such activities, the parties believe that Business Associate is a "business associate" of Covered Entity, as such term is defined in 45 CFR 160.103; and

WHEREAS, Covered Entity and Business Associate wish to comply in all respects with the requirements of HIPAA and HITECH, including requirements applicable to the relationship between a covered entity and its business associates;

NOW, THEREFORE, the parties agree as follows:

1. Definitions

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

- (a) "Breach" shall have the same meaning as the term "breach" in section 13400 of the HITECH Act and guidance issued by the US Department of Health and Human Services and shall include the unauthorized acquisition, use, or disclosure of Protected Health Information that compromises the privacy or security of such information.
- (b) "Covered Entity" shall mean the New York State Office of Mental Health.
- (c) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR 164.501.
- (d) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (e) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (f) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity in connection with the Business Associate's performance of this agreement.
- (g) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- (h) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (i) "Security rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, subparts A and C.
- (j) "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology specified by the Secretary in guidance, or as otherwise defined in section 13402(h) of the HITECH Act.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or further disclose Protected Health Information other than as Required by Law, or as otherwise permitted or as required by this Agreement.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity pursuant to this Agreement in accordance with 45 CFR 164 (the HIPAA Security Rule). Business Associate agrees to fully comply with the responsibilities of Business Associates as set forth in sections 13401 and 13404 of the HITECH Act.

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

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement. Further, Business Associate agrees to report to Covered Entity any security incident, including a breach of Unsecured Protected Health Information as defined by the Security Rule, of which it becomes aware. In the event of such a breach:

(1) Business Associate shall promptly notify Covered Entity of the breach when it is discovered. A breach is considered discovered on the first day on which Business Associate knows or should have known of such breach. Such notification shall identify the Individuals, and their contact information, whose Unsecured Protected Health Information has, or is reasonably believed to have been, the subject of the breach.

Business Associate shall provide additional information concerning such breach to Covered Entity as requested.

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

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524, if the Business Associate has protected health information in a designated record set.

(g) Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, if Business Associate has protected health information in a designated record set.

(h) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining Covered Entity's compliance with the Privacy Rule.

Appendix F: Business Associate Agreement

- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with Section (2)(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (k) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that it is required to comply with the confidentiality, disclosure and re-disclosure requirements of 10 NYCRR part 63 and to the provisions of Mental Hygiene Law Section 33.13 and 33.16 to the extent such requirements may be applicable.
- (l) Business Associate shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule and the Security Rule to the same extent that Covered Entity is responsible for compliance with such Rules. Business Associate acknowledges that it is subject to civil and criminal penalties for violations of such provisions in the same manner as if Covered Entity violated such provisions.

3. Permitted Uses and Disclosures by Business Associate

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

- (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B). Data aggregation includes the combining of protected information created or received by a business associate through its activities under this contract with other information gained from other sources.
- (d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with New York State Mental Hygiene Law and 45 CFR 164.5020(1).

4. Obligations of Covered Entity

- (a) Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices Covered Entity produces in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's permitted or required uses and disclosures.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

5. Permissible Requests by Covered Entity

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

6. Remedies in Event of Breach

(a) Business Associate hereby agrees that any violation of this Agreement may cause irreparable harm to the Covered Entity. As such, in the event of breach of any provision of this Agreement, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation and/or may seek specific performance without bond, security or necessity of demonstrating actual damages.

(b) Business Associate shall indemnify and hold Covered Entity harmless against all claims and costs resulting from acts and/or omissions of the Business Associate in connection with Business Associate's obligations under this Agreement including but not limited to, reasonable attorneys' fees, expenses and costs. Business Associate shall be fully liable for the actions of its agents, employees, partners and subcontractors and shall fully indemnify and hold harmless Covered Entity from suits, actions, damages and costs of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D. or State Technology Law Section 208 caused by any intentional act or negligence of Business Associate, its agents, employees, partners and subcontractors without limitation provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of Covered Entity. The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

7. Consideration

Business Associate acknowledges that the covenants and assurances it has made in the Agreement shall be relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

8. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the Effective Date of the agreement defining the parties' business relationship and shall not terminate until all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information in accordance with the termination provisions in this section.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide Business Associate with an opportunity to cure the breach and then terminate this Agreement and any other agreement between Covered Entity and Business Associate if Business Associate does not cure the breach within the time period specified by Covered Entity.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement for any reason Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protection of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health

Appendix F: Business Associate Agreement

Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

9. Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) Agreement. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

(c) Survival. The respective rights and obligations of Business Associate under Section 6 of this Agreement shall survive the termination of this Agreement, as shall the rights of access and inspection of Covered Entity.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

10. Material Breach

The parties acknowledge that in the event Covered Entity learns of a pattern or activity or practice of the Business Associate that constitutes violation of a material term of this Agreement, then the parties promptly shall take reasonable steps to cure the violation. If such steps are, in the judgment of Covered Entity, unsuccessful, ineffective or not feasible, then Covered Entity may terminate this Agreement upon written notice to the Business Associate, if feasible, and if not feasible, shall report the violation to the Secretary of HHS. Written notice may be transacted by certified or registered mail return receipt requested, facsimile transmission, personal delivery, expedited delivery service or via e-mail.

11. Law Governing Conflicts

This Agreement shall be enforced and construed in accordance with the laws of the State of New York. Jurisdiction of any litigation with respect to this Agreement shall be in New York, with venue in a court of competent jurisdiction in Albany County.

New York State Office of Mental Health:

By: _____

Name Printed: _____

Title: _____

Date: _____

Business Associate:

By: _____

Name Printed: _____

Title: _____

Date: _____

Appendix G: Insurance Requirements

1. Insuring Requirement.

Prior to the start of work the Contractor shall procure at its sole cost and expense, and shall maintain in force at all times during the period of this Contract, policies of insurance as herein below set forth, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York ("admitted" carriers) with an A.M. Best Company rating of "A-" or better or as acceptable to OMH. OMH may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit; provided that nothing herein shall be construed to require OMH to accept insurance placed with a non-authorized carrier under any circumstances.

The Contractor shall deliver to the OMH evidence of such policies in a form acceptable to OMH. These policies must be written in accordance with the requirements of the paragraphs below, as applicable.

2. General Conditions.

A. Conditions Applicable to Insurance. All policies of insurance required by this Contract must meet the following requirements:

1. Coverage Types and Policy Limits. The types of coverage and policy limits required from the Contractor are specified in Paragraph B *Insurance Requirements* below.

2. Policy Forms. Except as may be otherwise specifically provided herein or agreed in writing by OMH, policies must be written on an **occurrence** basis. Under certain circumstances, the Agency may elect to accept policies written on a claims-made basis provided that, at a minimum, the policy remains in force throughout the performance of the Services performed under the Contract and for three (3) years after completion of the Contract. If the policy is cancelled or not renewed during that time, the Contractor must purchase at its sole expense Discovery Clause coverage sufficient to complete the 3-year period after completion of the Contract. Written proof of this extended reporting period must be provided to the Agency prior to the policy's expiration or cancellation.

3. Certificates of Insurance/Notices. Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to OMH, before commencing any work under this contract. Certificates shall reference the Contract Number. Certificates shall be mailed to the:

Office of Mental Health
Director of Procurement Services
Consolidated Business Office, Procurement Unit
75 New Scotland Avenue
Albany, New York 12203

Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment as required by law to the OMH at the address above. In addition, if required by OMH, the Contractor shall deliver to the Agency within forty-five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.

Certificates of Insurance shall:

- a. Be in the form approved by OMH.
- b. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the contract.
- c. Specify the Additional Insureds and Named Insureds as required herein.

Appendix G: Insurance Requirements

- d. Refer to this Contract by number, the Supplemental Certificate, and any other attachments on the face of the certificate.
- e. When coverage is provided by a non-admitted carrier, be accompanied by a completed ELANY Affidavit, and
- f. Be signed by an authorized representative of the insurance carrier or producer.

Only original documents (Certificates of Insurance, Supplemental Insurance Certificates, and other attachments) will be accepted.

4. Primary Coverage.

All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to OMH for any claim arising from the Contractor's Work under this contract, or as a result of the Contractor's activities. Any other insurance maintained by OMH shall be excess of and shall not contribute with the Contractor's insurance regardless of the "other insurance" clause contained in OMH's own policy of insurance.

5. Policy Renewal/Expiration.

At least two weeks prior to the expiration of any policy required by this Contract, evidence of renewal or replacement policies of insurance with terms no less favorable to OMH than the expiring policies shall be delivered to the Agency in the manner required for service of notice in Paragraph A.3. *Certificates of Insurance/Notices above.* 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 the Contract or proof thereof is not provided to OMH, the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by OMH. Any delay, time lost, or additional cost incurred as a result of the Contractor not having insurance required by the Contract or not providing proof of same in a form acceptable to the Agency, shall not give rise to a delay claim or any other claim against OMH. Should the Contractor fail to provide or maintain any insurance required by this contract, or proof thereof is not provided to OMH, then OMH may withhold further contract payments, treat such failure as a breach or default of the contract, and/or, after providing written notice to the Contractor, require the Surety (if any) to secure appropriate coverage and/or purchase insurance complying with the Contract and charge back such purchase to the Contractor.

6. Self-Insured Retention/Deductibles.

Certificates of Insurance must indicate the applicable deductible/self insured retention on each policy. For Construction contracts – General, Environmental, and/or Builders' Risk deductibles or self-insured retentions above \$100,000 are subject to approval from the Agency. Additional surety/security may be required in certain circumstances. The Contractor shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.

7. Subcontractors.

Should the Contractor engage a Subcontractor, the Contractor shall endeavor to impose the insurance requirements of this document on the Subcontractor, as applicable. Required insurance limits should be determined commensurate with the work of the Subcontractor. Proof thereof shall be supplied to OMH.

The Contractor shall provide General Liability Insurance as follows:

A. General Liability.

Commercial General Liability Insurance, (CGL) covering the liability of the Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this contract. The limits under such policy shall not be less than the following:

- Each Occurrence limit - \$1,000,000
- General Aggregate – 2,000,000
- Products/Completed Operations - \$2,000,000
- Personal Advertising Injury – \$1,000,000

Appendix G: Insurance Requirements

- Damage to Rented Premises - \$50,000
- Medical Expense – \$5,000

Coverage shall include, but not be limited to, the following:

- premises liability,
- independent contractors,
- blanket contractual liability, including tort liability of another assumed in a contract,
- defense and/or indemnification obligations, including obligations assumed under this contract,
- cross liability for additional insured's,
- products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by the contract ,
- explosion, collapse, and underground hazards,
- contractor means and methods, and
- liability resulting from Section 240 or Section 241 of the New York State Labor Law.

The following ISO forms must be endorsed to the policy:

- a. CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form
- b. CG 20 10 11 85, or, an equivalent- Additional Insured-Owner, Lessees or Contractors (Form B)
- c. CG 25 03 11 85 or, an equivalent - Designated Construction Project(s) general aggregate limit (only required for construction contracts).

Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

Policies shall name the Office of Mental Health as Additional Insureds, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term.

The CGL policy, and any umbrella/excess policies used to meet the "Each Occurrence" limits specified above, must be endorsed to be primary with respects to the coverage afforded the Additional Insureds, and such polic(ies) shall be primary to, and non-contributing with, any other insurance maintained by OMH. Any other insurance maintained by OMH shall be excess of and shall not contribute with the Contractor's or Subcontractor's insurance, regardless of the "Other Insurance" clause contained in either party's policy of insurance.

When the Work involves construction or demolition within 50 feet of rail stations, yards, tracks, or other railroad property, the exclusion for work done within 50 feet of railroad property (the "Railroad" exclusion) must be deleted.

Appendix H: OMH Facility Specific Clauses

Appendix H: OMH Facility Specific Clauses

- 1) Maximum speed limit on FACILITY grounds is generally 25 miles per hour or as posted.
- 2) CONTRACTORS must park vehicle(s) only in those areas designated by FACILITY authorities. All vehicles will have windows rolled up, ignition, door and trunks securely locked with keys removed from the vehicle(s) at all times and the vehicle(s) will contain no firearms, ammunition, any other weapons, alcohol, illegal substances or explosives.
- 3) CONTRACTOR'S employees are prohibited from entering FACILITY buildings except on Official Business:
 - a) In each case, the immediate FACILITY supervisor must be notified.
 - b) No work may be performed after normal business hours without the prior approval of the FACILITY. Any Contractors returning to a job Site after the completion of the normal business day must register their presence on FACILITY grounds with the Safety Department.
 - c) CONTRACTOR'S employees shall be required to wear visible identification cards at all times while at the FACILITY.
 - d) All CONTRACTOR'S representatives will enter and leave through designated gates.
 - e) Access to and from the pick-up/delivery Sites will be over those routes laid out by FACILITY authorities.
 - f) In each case, when entering patient occupied areas, the FACILITY supervisor in charge of that area must be notified.
 - g) Proper sanitary conditions are to be maintained throughout the work area at all times.
 - h) Unless otherwise arranged, Contractors will be responsible for unlocking and relocking of all doors located in their access route, storage or work location.
 - i) All windows, screens and doors must be kept locked at all times for the safety of the patients.
 - j) Should a patient exit an area through a door that normally would be locked as the CONTRACTOR'S staff passes through the door, the Safety Department must immediately be notified.
 - k) CONTRACTOR'S employees should be watchful for any FACILITY patient in or near their work area where safety hazards may be present. FACILITY staff or the Safety/Security Department should be notified, if necessary, to remove any patients from the immediate work area.
 - l) Contact or communication of any kind with patients is strictly prohibited. Any attempts by patients to contact or communicate should be reported immediately to the Safety Department.
 - m) Mistreatment in the form of physical, verbal or psychological abuse of patients or staff will not be tolerated under any circumstances. Even at their invitation, any form of sexual relations with a patient is prohibited and could result in criminal charges.
 - n) CONTRACTOR'S employees should not receive or give items to patients such as cigarettes, money, food, lighters, glass, sharp objects, medication, etc. No unauthorized person will mail letters or packages for patients or deliver same to them. There will be no financial transactions allowed.
- 4) CONFIDENTIALITY: It is the responsibility of all CONTRACTORS to protect the patient's right to privacy; patient information should ONLY be shared with those who have a "NEED TO KNOW".
- 5) No firearms, weapons, alcohol, or illegal substances are permitted on the FACILITY grounds; any person found with any such items or under the influence of alcohol or illegal substances will be immediately removed from the job site and in the case of illegal drugs, immediately prosecuted.

Appendix H: OMH Facility Specific Clauses

- 6) Appropriate dress attire is required at all times. Camouflage clothing of any type is prohibited.
- 7) Smoking is prohibited in all FACILITY buildings and if permitted at all, is allowed only in designated areas. Cameras are not permitted to be used on FACILITY grounds unless approved by the proper FACILITY authority. Under no circumstances shall CONTRACTOR or CONTRACTOR's employees take any photographs of patients.
- 8) Use of cell phones is as defined by each FACILITY. Cell phones with picture taking capabilities are prohibited on all the FACILITY's grounds.
- 9) All fires and emergency situations of any nature or size should be reported to the FACILITY's Safety/Security Department immediately. Fire Drills - Contractors are required to participate in FACILITY fire drills when they are in areas where the fire drill is being conducted. There are **no exceptions**. The staff Contractor escort will assist in Contractor participation in fire drills. For proper tool control, Contractors should be the last to leave and the first to re-enter.
- 10) In the event of an emergency, CONTRACTOR staff will remain in designated work areas where they will follow directions of the escort.
- 11) The FACILITY reserves the right to stop Contract work at any time that the Contract work may interfere with the welfare or the operation and security of the FACILITY or its personnel.
- 12) Key deposit: A \$100 deposit may be required for each set of keys issued by the FACILITY. Deposits will be refunded upon termination of Services. Contractor employees' will sign out and sign in, on a daily basis, all keys and identification cards as required, from the FACILITY's Safety Department. Keys must be kept on the CONTRACTOR'S employees person at all times. Keys are not to be removed from the FACILITY grounds.
- 13) Contractors will adhere to all FACILITY rules of conduct and mandatory training, as well as any requirements for background checks, fingerprinting or other OMH/FACILITY specific requirements.

APPENDIX I: Consultant Disclosure Form B

In 2006 the NYS State Finance Law was amended to require State Contractors who provide consulting Services to disclose, by employment category, the number of persons employed to provide Services under a Contract for consulting Services, the number of hours worked and the amount paid to the Contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any Subcontracts with the State Contractor. In order to comply with this law the Contractor must complete the attached Form B. ***This Form will need to be submitted each year by the Contractor for each year the Contract is in effect. Its purpose is to capture historical information, detailing actual employment data for the most recently concluded State fiscal year, which runs from April 1 – March 31.***

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

1. By mail:

NYS Office of the State Comptroller

Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting

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

2. By mail:

NYS Department of Civil Service

Alfred E. Smith Office Building
Albany, NY 12239

3. By mail:

NYS Office of Mental Health

Capital District Psychiatric Center
CBO Procurement Unit
75 New Scotland Avenue
Albany, NY 12208

Instructions for filling out Form B (reference Form A that was submitted with the solicitation packet):

Form B should be completed for Contracts for consulting services in accordance with the following:

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

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

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

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

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

Appendix L: Escrow Agreement



Master Preferred Agreement

Master Preferred offers the flexibility of a modifiable Contract combined with a high level of protection for both the depositor and the beneficiary. It allows for additional parties to accept Contract conditions with a one-page addendum. It provides frequent correspondence between DSI and all parties to the agreement. The depositor and beneficiary will receive signed confirmations from DSI that every deposit has been inspected; an account history report every six months to notify them of the status of the escrow; and ongoing monitoring Services to ensure compliance of Contract terms.

Purpose

DSI's Master Preferred Agreement is generally used when:

- Both parties agree that a high level of escrow protection is needed.
- The depositor or the beneficiary wants to establish an escrow Contract that is executed once, defining the company's preferred terms.
- The depositor has multiple products to be licensed independently by various beneficiaries.
- Both parties want to reduce the time spent on negotiating the basic terms and conditions of the escrow agreement.
- Clients want to avoid setup costs when adding beneficiaries or depositors to their escrow account.

Features

Master Preferred customers benefit from these unique features:

- One agreement ensures consistency for all escrow requirements.
- Additional parties accept Contract conditions with a one-page form.
- Tailored release conditions.
- Modification of terms for unique requirements.
- Written notification detailing the contents of the initial deposit and each update.
- Semi-annual account histories listing all deposit activity.
- DSI direct billing to beneficiary.
- Technical verification options.
- Audit rights to both parties.
- Audit trail of deposit created through inspection, date stamping of all deposit materials.
- Deposit inspection with signed receipt for all parties.
- Grant of use rights and deposit content definition.

San Francisco • Boston • New York • Chicago • Dallas • Atlanta • San Diego • Los Angeles • Toronto • London

For More Information Call: (800) 962-0652 or Visit Us At www.dsiescrow.com

MASTER PREFERRED ESCROW AGREEMENT

Master Number _____

This agreement ("Agreement") is effective _____ among DSI Technology Escrow Services, Inc. ("DSI"), New York State Office of Mental Health ("Preferred Beneficiary") and any additional party signing an Acceptance Form in a form acceptable to DSI and the Preferred Beneficiary ("Depositor"), who collectively may be referred to in this Agreement as the parties ("Parties").

- A. Depositor and Preferred Beneficiary have entered or will enter into a license agreement, development agreement, and/or other agreement regarding certain Proprietary technology of Depositor (referred to in this Agreement as "the License Agreement").
- B. Depositor desires to avoid disclosure of its Proprietary technology except under certain limited circumstances.
- C. The availability of the Proprietary technology of Depositor is critical to Preferred Beneficiary in the conduct of its business and, therefore, Preferred Beneficiary needs access to the Proprietary technology under certain limited circumstances.
- D. Depositor and Preferred Beneficiary desire to establish an escrow with DSI to provide for the retention, administration and controlled access of certain Proprietary technology materials of Depositor.
- E. The parties desire this Agreement to be supplementary to the License Agreement pursuant to 11 United States [Bankruptcy] Code, Section 365(n).

ARTICLE 1 -- DEPOSITS

1.1 Obligation to Make Deposit. Upon the signing of this Agreement by the parties, including the signing of an Acceptance Form, Depositor shall deliver to DSI the Proprietary technology and other materials ("Deposit Materials") required to be deposited by the License Agreement or, if the License Agreement does not identify the materials to be deposited with DSI, then such materials will be identified on Exhibit A. If Exhibit A is applicable, it is to be prepared and signed by Depositor and Preferred Beneficiary. DSI shall have no obligation with respect to the preparation, signing or delivery of Exhibit A.

1.2 Identification of Tangible Media. Prior to the delivery of the Deposit Materials to DSI, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Deposit Materials are written or stored. Additionally, Depositor shall complete Exhibit B to this Agreement by listing each such tangible media by the item label description, the type of media and the quantity. Exhibit B shall be signed by Depositor and delivered to DSI with the Deposit Materials. Unless and until Depositor makes the initial deposit with DSI, DSI shall have no obligation with respect to this Agreement, except the obligation to notify the parties regarding the status of the account as required in Section 2.2 below.

1.3 Deposit Inspection. When DSI receives the Deposit Materials and Exhibit B, DSI will conduct a deposit inspection by visually matching the labeling of the tangible media containing the Deposit Materials to the item descriptions and quantity listed on Exhibit B. In addition to the deposit inspection, Preferred Beneficiary may elect to cause a verification of the Deposit Materials in accordance with Section 1.6 below.

1.4 Acceptance of Deposit. At completion of the deposit inspection, if DSI determines that the labeling of the tangible media matches the item descriptions and quantity on Exhibit B, DSI will date and sign Exhibit B and mail a copy thereof to Depositor and Preferred Beneficiary. If DSI determines that the labeling does not match the item descriptions or quantity on Exhibit B, DSI will (a) note the discrepancies in writing on Exhibit B; (b) date and sign Exhibit B with the exceptions noted; and (c) mail a copy of Exhibit B to Depositor and Preferred Beneficiary. DSI's acceptance of the deposit occurs upon the signing of Exhibit B by DSI. Delivery of the signed Exhibit B to Preferred Beneficiary is Preferred Beneficiary's notice that the Deposit Materials have been received and accepted by DSI.

1.5 Depositor's Representations. Depositor represents as follows:

- a. Depositor lawfully possesses all of the Deposit Materials deposited with DSI;
- b. With respect to all of the Deposit Materials, Depositor has the right and authority to grant to DSI and Preferred Beneficiary the rights as provided in this Agreement;

Appendix L: Escrow Agreement

- c. The Deposit Materials are not subject to any lien or other encumbrance;
- d. The Deposit Materials consist of the Proprietary technology and other materials identified either in the License Agreement or Exhibit A, as the case may be; and
- e. The Deposit Materials are readable and useable in their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys have also been deposited.

1.6 Verification Preferred Beneficiary shall have the right, at Preferred Beneficiary's expense, to cause a verification of any Deposit Materials. Preferred Beneficiary shall notify Depositor and DSI of Preferred Beneficiary's request for verification. Depositor shall have the right to be present at the verification. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the Deposit Materials. If verification is elected after the Deposit Materials have been delivered to DSI, then only DSI, or at DSI's election an independent person or company selected and supervised by DSI, may perform the verification.

1.7 Deposit Updates. Unless otherwise provided by the License Agreement, Depositor shall update the Deposit Materials within 60 days of each release of a new version of the product which is subject to the License Agreement. Such updates will be added to the existing deposit. All deposit updates shall be listed on a new Exhibit B and Depositor shall sign the new Exhibit B. Each Exhibit B will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit B. The processing of all deposit updates shall be in accordance with Sections 1.2 through 1.6 above. All references in this Agreement to the Deposit Materials shall include the initial Deposit Materials and any updates.

DSI shall notify Depositor in writing semi-annually of Depositor's obligation to make updated deposits. Within 30 days of receipt of each such notice, Depositor shall certify in writing to DSI that (a) it has made the updated deposits as required in the immediately preceding paragraph; or (b) there has not been a release of a new version of the product since the last deposit. After the 30 days, DSI shall notify Preferred Beneficiary that DSI has received (a) an updated deposit from Depositor; (b) a statement from Depositor advising there has not been a release of a new version of the product since the last deposit; or (c) no response from Depositor. Unlimited deposit updates and two storage units are included in the fees for this Agreement.

1.8 Removal of Deposit Materials. The Deposit Materials may be removed and/or exchanged only on written instructions signed by Depositor and Preferred Beneficiary, or as otherwise provided in this Agreement.

ARTICLE 2 -- CONFIDENTIALITY AND RECORD KEEPING

2.1 Confidentiality. DSI shall maintain the Deposit Materials in a secure, environmentally safe, locked Facility which is accessible only to authorized representatives of DSI. DSI shall have the obligation to reasonably protect the confidentiality of the Deposit Materials. Except as provided in this Agreement, DSI shall not disclose, transfer, make available, or use the Deposit Materials. DSI shall not disclose the content of this Agreement to any third party. If DSI receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Materials, DSI will immediately notify the parties to this Agreement unless prohibited by law. It shall be the responsibility of Depositor and/or Preferred Beneficiary to challenge any such order; however, DSI does not waive its rights to present its position with respect to any such order. DSI will not be required to disobey any order from a court or other judicial tribunal. (See Section 7.7 below for notices of requested orders.)

2.2 Status Reports. DSI will issue to Depositor and Preferred Beneficiary a report profiling the account history at least semi-annually. DSI may provide copies of the account history pertaining to this Agreement upon the request of any party to this Agreement.

2.3 Audit Rights. During the term of this Agreement, Depositor and Preferred Beneficiary shall each have the right to inspect the written records of DSI pertaining to this Agreement. Any inspection shall be held during normal business hours and following reasonable prior notice.

ARTICLE 3 -- GRANT OF RIGHTS TO DSI

Appendix L: Escrow Agreement

3.1 Title to Media. Depositor hereby transfers to DSI the title to the media upon which the Proprietary technology and materials are written or stored. However, this transfer does not include the ownership of the Proprietary technology and materials contained on the media such as any copyright, trade secret, patent or other intellectual property rights.

3.2 Right to Make Copies. DSI shall have the right to make copies of the Deposit Materials as reasonably necessary to perform this Agreement. DSI shall copy all copyright, nondisclosure, and other Proprietary notices and titles contained on the Deposit Materials onto any copies made by DSI. With all Deposit Materials submitted to DSI, Depositor shall provide any and all instructions as may be necessary to duplicate the Deposit Materials including but not limited to the hardware and/or software needed.

3.3 Right to Transfer Upon Release. Depositor hereby grants to DSI the right to transfer Deposit Materials to Preferred Beneficiary upon any release of the Deposit Materials for use by Preferred Beneficiary in accordance with Section 4.5. Except upon such a release or as otherwise provided in this Agreement, DSI shall not transfer the Deposit Materials.

ARTICLE 4 -- RELEASE OF DEPOSIT

4.1 Release Conditions. As used in this Agreement, "Release Condition" shall mean the following:

- a. Depositor's failure to carry out obligations imposed on it pursuant to the License Agreement or any other agreement with Preferred Beneficiary for the continued maintenance or support of Depositor's Proprietary technology;
- b. Depositor's failure to continue to do business in the ordinary course;
- c. If Depositor makes the Deposit Materials, or a majority thereof, available to any other licensee of Depositor's Proprietary technology at no additional cost;
- d. If Depositor transfers the bulk of its assets or its maintenance obligations, whether through merger, acquisition or other transfer of assets, to an entity which does not agree to be bound by this Agreement, the License Agreement or any other agreement with Preferred Beneficiary for the continued maintenance or support of Depositor's Proprietary technology; provided, however, that nothing in this provision shall be construed to require Preferred Beneficiary to accept any such entity as substitute obligor on any agreement to which Depositor is a party, even if such entity is willing to be bound by such agreement ; or
- e. Existence of any one or more of the following circumstances, uncorrected for more than sixty (60) days: entry of an order for relief under Title 11 of the United States Code; the making by the Depositor of a general assignment for the benefit of creditors; the appointment of a general receiver or trustee in bankruptcy of Depositor's business or property; or action by the Depositor under any state insolvency or similar law for the purposes of its bankruptcy, reorganization or liquidation. The occurrence of the described events will not constitute a Release Condition if, within the specified sixty (60) day period, Depositor (including its assignee or its receiver or trustee in bankruptcy) provides to Preferred Beneficiary adequate assurances, reasonably acceptable to Preferred Beneficiary, of its continuing ability and willingness to fulfill all of its maintenance and support obligations.

4.2 Filing for Release. If Preferred Beneficiary believes in good faith that a Release Condition has occurred, Preferred Beneficiary may provide to DSI written notice of the occurrence of the Release Condition and a request for the release of the Deposit Materials. Upon receipt of such notice, DSI shall provide a copy of the notice to Depositor by commercial express mail.

4.3 Contrary Instructions. From the date DSI mails the notice requesting release of the Deposit Materials, Depositor shall have ten business days to deliver to DSI contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Upon receipt of Contrary Instructions, DSI shall send a copy to Preferred Beneficiary by commercial express mail. Additionally, DSI shall notify both Depositor and Preferred Beneficiary that there is a dispute to be resolved pursuant to Section 7.5. Subject to Section 5.2 of this Agreement, DSI will continue to store the Deposit Materials without release pending (a) joint instructions from Depositor and Preferred Beneficiary; (b) dispute resolution pursuant to Section 7.5; or (c) order of a court.

4.4 Release of Deposit. If DSI does not receive Contrary Instructions from the Depositor, DSI is authorized to release the Deposit Materials to the Preferred Beneficiary or, if more than one beneficiary is registered to the deposit, to release a copy of the Deposit Materials to the Preferred Beneficiary. However, DSI is entitled to receive any fees due DSI before making the release. Any copying expense in excess of \$300 will be chargeable to Preferred Beneficiary.

Appendix L: Escrow Agreement

Upon any such release, the escrow arrangement will terminate as it relates to the Depositor and Preferred Beneficiary involved in the release.

4.5 Right to Use Following Release. Unless otherwise provided in the License Agreement, upon release of the Deposit Materials in accordance with this Article 4, Preferred Beneficiary shall have the right to use the Deposit Materials for the sole purpose of continuing the benefits afforded to Preferred Beneficiary by the License Agreement. Preferred Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials.

ARTICLE 5 -- **TERM AND TERMINATION**

5.1 Term of Agreement. The initial term of this Agreement is for a period of one year. Thereafter, this Agreement shall automatically renew from year-to-year unless (a) Depositor and Preferred Beneficiary jointly instruct DSI in writing that the Agreement is terminated; or (b) DSI instructs Depositor and Preferred Beneficiary in writing that the Agreement is terminated for nonpayment in accordance with Section 5.2 or by resignation in accordance with Section 5.3. If the Acceptance Form has been signed at a date later than this Agreement, the initial term of the Acceptance Form will be for one year with subsequent terms to be adjusted to match the anniversary date of this Agreement. If the deposit materials are subject to another escrow agreement with DSI, DSI reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2 Termination for Nonpayment. In the event of the nonpayment of fees owed to DSI, DSI shall provide written notice of delinquency to the parties to this Agreement affected by such delinquency. Any such party shall have the right to make the payment to DSI to cure the default. If the past due payment is not received in full by DSI within one month of the date of such notice, then at any time thereafter DSI shall have the right to terminate this Agreement to the extent it relates to the delinquent party by sending written notice of termination to such affected parties. DSI shall have no obligation to take any action under this Agreement so long as any payment due to DSI remains unpaid.

5.3 Termination by Resignation. DSI reserves the right to terminate this Agreement, for any reason, by providing Depositor and Preferred Beneficiary with 60-days' written notice of its intent to terminate this Agreement. Within the 60-day period, the Depositor and Preferred Beneficiary may provide DSI with joint written instructions authorizing DSI to forward the Deposit Materials to another escrow company and/or agent or other designated recipient. If DSI does not receive said joint written instructions within 60 days of the date of DSI's written termination notice, then DSI shall destroy, return or otherwise deliver the Deposit Materials in accordance with Section 5.4.

5.4 Disposition of Deposit Materials upon Termination. Subject to the foregoing termination provisions, and upon termination of this Agreement, DSI shall destroy, return, or otherwise deliver the Deposit Materials in accordance with Depositor's instructions. If there are no instructions, DSI may, at its sole discretion, destroy the Deposit Materials or return them to Depositor. DSI shall have no obligation to destroy or return the Deposit Materials if the Deposit Materials are subject to another escrow agreement with DSI or have been released to the Preferred Beneficiary in accordance with Section 4.4

5.5 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

- a. Depositor's Representations (Section 1.5);
- b. The obligations of confidentiality with respect to the Deposit Materials;
- c. The rights granted in the sections entitled Right to Transfer Upon Release (Section 3.3) and Right to Use Following Release (Section 4.5), if a release of the Deposit Materials has occurred prior to termination;
- d. The obligation to pay DSI any fees and expenses due;
- e. The provisions of Article 7; and
- f. Any provisions in this Agreement which specifically state they survive the termination of this Agreement.

ARTICLE 6 -- **DSI'S FEES**

Appendix L: Escrow Agreement

6.1 Fee Schedule. DSI is entitled to be paid its standard fees and expenses applicable to the Services provided. DSI shall notify the party responsible for payment of DSI's fees at least 60 days prior to any increase in fees. For any Service not listed on DSI's standard fee schedule, DSI will provide a quote prior to rendering the Service, if requested.

6.2 Payment Terms. DSI shall not be required to perform any Service unless the payment for such Service and any outstanding balances owed to DSI are paid in full. Fees are due upon receipt of a signed Contract or receipt of the Deposit Materials whichever is earliest. If invoiced fees are not paid, DSI may terminate this Agreement in accordance with Section 5.2.

ARTICLE 7 -- LIABILITY AND DISPUTES

7.1 Right to Rely on Instructions. DSI may act in reliance upon any instruction, instrument, or signature reasonably believed by DSI to be genuine. DSI may assume that any employee of a party to this Agreement who gives any written notice, request, or instruction has the authority to do so. DSI will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. DSI shall not be responsible for failure to act as a result of causes beyond the reasonable control of DSI.

7.2 Indemnification. Depositor agrees to indemnify, defend and hold harmless DSI from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other liabilities ("Liabilities") incurred by DSI relating in any way to this escrow arrangement unless such Liabilities were caused solely by the negligence or willful misconduct of DSI.

7.3 Limited Liability. Provided DSI has not engaged in either negligence or willful misconduct, Preferred Beneficiary shall be responsible for, and shall hold DSI harmless from any and all claims, actions, damages and liabilities to the extent that they may arise out of the acts or omissions of Preferred Beneficiary, its officers or employees acting within the Scope of their employment, subject only to the availability of lawful appropriations, as required by Section 41 of the State Finance Law, and further subject to a determination of liability pursuant to the provisions of the New York State Court of Claims Act.

7.4 Interpleader. Nothing in this Agreement shall be construed as a waiver of DSI's rights to file an action for interpleader.

7.5 Dispute Resolution. Any dispute relating to or arising from this Agreement shall be resolved by a court of competent jurisdiction.

7.6 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions without regard to its conflict of law provisions.

7.7 Notice of Requested Order. If any party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct DSI to take, or refrain from taking any action, that party shall:

- a. Give DSI at least two business days' prior notice of the hearing;
- b. Include in any such order that, as a precondition to DSI's obligation, DSI be paid in full for any past due fees and be paid for the reasonable value of the Services to be rendered pursuant to such order; and
- c. Ensure that DSI not be required to deliver the original (as opposed to a copy) of the Deposit Materials if DSI may need to retain the original in its possession to fulfill any of its other escrow duties.

ARTICLE 8 -- GENERAL PROVISIONS

8.1 Entire Agreement. This Agreement, which includes the Acceptance Form and Exhibits described herein, embodies the entire understanding among all of the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. DSI is not a party to the License Agreement between Depositor and Preferred Beneficiary and has no knowledge of any of the terms or provisions of any such License Agreement. DSI's only obligations to Depositor or Preferred Beneficiary are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by all the parties hereto, except that Exhibit A need not be signed by DSI, Exhibit B need not be signed by Preferred Beneficiary and the Acceptance Form need only be signed by the parties identified therein.

8.2 Notices. All notices, invoices, payments, deposits and other documents and communications shall be given to the parties at the addresses specified in the attached Exhibit C and Acceptance Form. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely

Appendix L: Escrow Agreement

on the last known address of the other parties. Unless otherwise provided in this Agreement, all documents and communications may be delivered by First Class mail.

8.3 Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.4 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. However, DSI shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Preferred Beneficiary unless DSI receives clear, authoritative and conclusive written evidence of the change of parties.

8.5 Regulations. Depositor and Preferred Beneficiary are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with the provisions of this Agreement.

New York State Office of Mental Health
Preferred Beneficiary

DSI Technology Escrow Services, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

MATERIALS TO BE DEPOSITED

Account Number _____

Depositor represents to Preferred Beneficiary that Deposit Materials delivered to DSI shall consist of the following:

Depositor	Preferred Beneficiary
-----------	-----------------------

By:	By:
-----	-----

Name:	Name:
-------	-------

Title:	Title:
--------	--------

Date:	Date:
-------	-------

EXHIBIT B

DESCRIPTION OF DEPOSIT MATERIALS

Depositor Company Name

Account Number

Product Name Version

(Product Name will appear as Exhibit B Name on Account History report)

DEPOSIT MATERIAL DESCRIPTION:

Quantity	Media Type & Size	Label Description of Each Separate Item
	Disk 3.5" or ____	
	DAT tape ____mm	
	CD-ROM	
	Data cartridge tape ____	
	TK 70 or ____ tape	
	Magnetic tape ____	
	Documentation	
	Other _____	

PRODUCT DESCRIPTION:

Environment

DEPOSIT MATERIAL INFORMATION:

Is the media or are any of the files encrypted? Yes / No If yes, please include any passwords and the decryption tools.

Encryption tool name _____ Version

Hardware required

Software required

Other required information _____

I certify for **Depositor** that the above described **DSI** has inspected and accepted the above Deposit Materials have been transmitted to DSI: materials *(any exceptions are noted above)*:

Signature

Signature

Print Name

Print Name

Date

Date Accepted

Exhibit B#

Send materials to: DSI, 9265 Sky Park Ct., Suite 202, San Diego, CA 92123 (858) 499-1600

EXHIBIT C

DESIGNATED CONTACT

Master Number _____

Notices and communications
should be addressed to:

Company Name: New York State Office of
Mental Health

Address: CIT Administration – 2nd Floor
44 Holland Avenue
Albany, NY 12229

Designated Contact: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Invoices should be addressed to:

Same as for Notices and Communication

Contact: _____

P.O.#, if required: Not Required

Requests to change the designated contact should be given in writing by the designated contact or an authorized employee.

Contracts, Deposit Materials and notices to
DSI should be addressed to:

DSI Technology Escrow Services, Inc.
Contract Administration
9265 Sky Park Court, Suite 202
San Diego, CA 92123

Telephone: (858) 499-1600

Facsimile: (858) 694-1919

E-Mail: ca@dsiescrow.com

Invoice inquiries and fee remittances
to DSI should be addressed to:

DSI Technology Escrow Services, Inc.
PO Box 45156
San Francisco, CA 94145-0156

(858) 499-1636

(858) 499-1637

Date: _____

Appendix L: Escrow Agreement
DEPOSITOR ACCEPTANCE FORM

Account Number _____

Depositor, Preferred Beneficiary and DSI Technology Escrow Services, Inc. ("DSI"), hereby acknowledge that _____ is the Depositor referred to in the Master Preferred Escrow Agreement ("Agreement") effective _____, 20____ with DSI as the escrow agent and _____ as the Preferred Beneficiary. Depositor hereby agrees to be bound by all provisions of such Agreement, as well as the following:

1. Notwithstanding the provisions of 4.2, 4.3 or 4.4 of the Agreement, if the Preferred Beneficiary certifies in writing that an "emergency," as defined below, has occurred, DSI shall immediately release the Deposit Materials to the Preferred Beneficiary and shall follow such release with written notice to the Depositor that the release has occurred. An "emergency" shall be defined as the Preferred Beneficiary's written certification that: (a) the Preferred Beneficiary reasonably believes that a feature in the Depositor's product has caused the Preferred Beneficiary's system to crash and render it inoperable; (b) the Depositor has refused to provide remedial assistance to correct the failure within four (4) business hours from receipt of written notice of the failure, via e-mail or telephone to Depositor; and (c) such condition requires an immediate release of the Deposit Materials for the Preferred Beneficiary's internal and limited use to correct the failure in order to continue normal system operation and full functionality.

2. Return of Deposit. During the term of this Agreement and upon cure by Depositor of any Release Condition that caused DSI to release the deposit materials to Preferred Beneficiary or upon dispute resolution requiring the deposit materials be returned to DSI, Preferred Beneficiary shall deliver the deposit materials, and all copies thereof, accompanied by an Exhibit B, to DSI and shall certify in writing to Depositor that Preferred Beneficiary has no copies of the deposit materials in Preferred Beneficiary's possession.

Notices and communications to Depositor should be addressed to:

Invoices should be addressed to:

Company Name: _____

Address: _____

Designated Contact: _____

Contact: _____

Telephone: _____

Facsimile: _____

P.O.#, if required: _____

E-Mail: _____

Verification Contact:

Depositor

Preferred Beneficiary

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DSI Technology Escrow Services, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Appendix X

(to be utilized/completed for amendments and/or renewals)

Agency Code 50000 Contract No. C009999/EMR Amendment #

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

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

This is an AGREEMENT between The State of New York, acting by and through , having its principal office at (hereinafter referred to as the STATE), and (hereinafter referred to as the CONTRACTOR), for modification of Contract Number , as amended in attached Appendix (ices) .

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

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

CONTRACTOR: _____

Printed Name: _ Title: _____

Signature: _____ Date: _____

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

STATE AGENCY _____

Printed Name: _ Title: _____

Signature: _____ Date: _____

State Agency Certification

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

"No information that may negatively impact the Contractor's responsibility has come to the agency's attention and OMH has reasonable assurance that the Contractor continues to be responsible

CIVIL SERVICE APPROVAL (If Required)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Title: _____

Title: _____

Date: _____

Date: _____