



A Carelon Behavioral Health Response to:

New York State Department of Civil Service Request for Proposals for Mental Health and Substance Use (MHSU) Disorder Program

Administrative Proposal

May 3, 2023

Redacted

Section 4: Administrative Proposal

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4.1 Formal Offer Letter

The Offeror must submit a formal offer in the form of the *Formal Offer Letter* (Attachment 3). The formal offer must be signed and executed by an individual with the capacity and legal authority to bind the Offeror in its offer to the State. The copy of the Offeror's Administrative Proposal marked "ORIGINAL" requires a letter with an original signature; the remaining copies of the Offeror's Administrative Proposal may contain photocopies of the signature. Except as otherwise permitted under section 2.1(6), Bid Deviations, the Offeror must accept the terms and conditions as set forth in this RFP, *Standard Clauses for New York State Contracts* (Appendix A), *Standard Clauses for All Department Contracts* (Appendix B), *Information Security Requirements* (Appendix C) and *Glossary of Defined Terms* (Attachment 15), and agree to enter into a Contractual Agreement with the Department containing, at a minimum, the terms and conditions identified in this RFP and appendices as cited herein. If an Offeror proposes to include the services of a Subcontractor(s) or Affiliate(s), the Offeror must be required to assume responsibility for those services as "Prime Contractor." The Department will consider the Prime Contractor solely responsible for Contractual matters.

Carelon Behavioral Health, Inc. (Carelon) has submitted our Formal Offer Letter using the required format on the following pages. This Formal Offer Letter is signed and executed by [REDACTED] an individual with the capacity and legal authority to bind the Offeror in its offer to the State.

In addition, we have included the following Exhibits to our Administrative Proposal:

- Exhibit 1 – NY State Required Certifications (RFP Att. 7)
- Exhibit 2 – Non-Material Deviations (RFP Att. 8)
- Exhibit 3 – NYS Subcontractors and Suppliers (RFP Att. 12)

May 3, 2023



April 26, 2023

NYS Department of Civil Service
Agency Building #1, 17th Floor
Empire State Plaza
Albany, New York 12239

Re: Firm Offer to the State of New York

RFP entitled: Mental Health and Substance Use (MHSU) Disorder Program

Carelon Behavioral Health, Inc. (Carelon), formerly known as Beacon Health Options, Inc., hereby submits this firm and binding offer to the State of New York in response to the Department's Request for Proposals (RFP), entitled "Mental Health and Substance Use (MHSU) Disorder Program." The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP and in the manner set forth in this RFP.

Carelon accepts the terms and conditions as set forth in RFP and Standard Clauses for New York State Contracts (Appendix A), Standard Clauses for All Department Contracts (Appendix B), and the Information Security Requirements (Appendix C), as modified by the Department and Offeror's negotiations in response to the Non-Material Deviations Template (Attachment 8) and agrees to satisfy the comprehensive programmatic duties and responsibilities outlined in this RFP in the manner set forth in this RFP.

Carelon agrees to execute a Contract that includes the terms and conditions set forth in the RFP and accepts as non-negotiable the terms and conditions set forth in Standard Clauses for New York State Contracts (Appendix A), Standard Clauses for All Department Contracts (Appendix B), and the Information Security Requirements (Appendix C), except as modified by the Department and Offeror's negotiations in response to the Non-Material Deviations Template (Attachment 8).

Carelon further agrees, if selected as a result of the RFP, to comply with 1) the provisions of Tax Law Section 5-a, Certification Regarding Sales and Compensating Use Tax; and 2) the Workers' Compensation Law as set forth in Section 4.6 of the RFP.

This formal offer will remain firm and non-revocable for a minimum period of 365 days from the Proposal Due Date as set forth in the RFP. In the event that a contract is not approved by the NYS Comptroller within the 365-day period, this offer shall remain firm and binding beyond the 365-day period until a contract is approved by the NYS Comptroller, unless Carelon delivers to the Department of Civil Service written notice withdrawing its Proposal.

May 3, 2023



Carelon's complete offer is set forth as follows:

Administrative and Technical Proposal:

Total of sixteen electronic copies on a USB drive that each contain the Administrative and Technical Proposal and six hard copy versions, including one ORIGINAL hard copy.

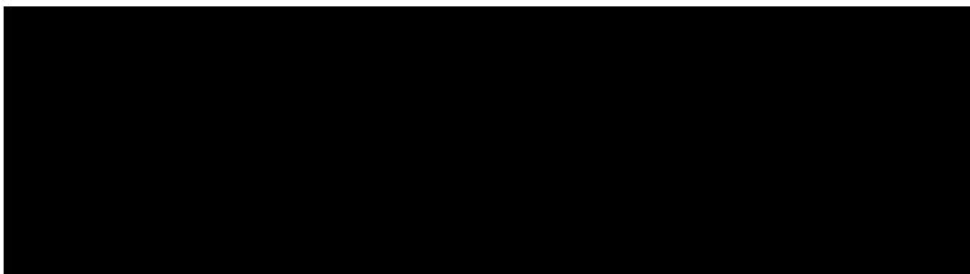
Financial Proposal:

Six hard copy versions, including one ORIGINAL hard copy.

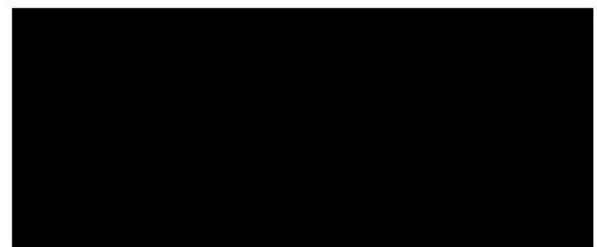
Complete Electronic Master Proposal:

One (1) USB drive containing all three sections (Administrative, Technical AND Financial) of the Offeror's Proposal and electronic copies of all materials and documents present in the Original hard copies.

Offeror's Senior Officer Responsible for Account contact information



By signing, the undersigned individual affirms and represents that he has the legal authority and capacity to sign and make this offer on behalf of, and has signed using that authority to legally bind Carelon to the offer, and possesses the legal capacity to act on behalf of Offeror to execute a Contract with the State of New York. The aforementioned legal authority and capacity of the undersigned individual is affirmed by the enclosed Resolution of the Corporate Board of Directors of Carelon.



Carelon Behavioral Health, Inc.

(Remainder of this page intentionally left blank)

May 3, 2023



CORPORATE ACKNOWLEDGMENT

STATE OF	<u>New Jersey</u>	)
	<u>New Jersey</u>	: ss.:
COUNTY OF	<u>Monmouth</u>	)
On the <u>3</u> day of <u>April</u> in the year <u>2023</u> , before me personally came:		
<u>[Redacted]</u> who, being by me duly sworn, did		
depose	<u>[Redacted]</u> ; that	
he/she/it	is/are other officer or director or attorney in	
fact duly appointed) of	<u>Carelon Behavioral Health</u> , the corporation	
described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by		
authority of the board of directors of said corporation.		
Signature	<u>[Redacted]</u>	

May 3, 2023

**WRITTEN CONSENT IN LIEU OF A MEETING
OF THE BOARD OF DIRECTORS OF
CARELON BEHAVIORAL HEALTH, INC.**

March 30, 2023

Contract Authority

The undersigned, representing all of the members of the Board of Directors (the "Board") of Carelon Behavioral Health, Inc., a Virginia corporation (the "Corporation"), acting by unanimous written consent in lieu of a meeting, hereby consent to the adoption of, and adopt the following resolution as a resolution of the Board:

WHEREAS, the Board has determined that it is in the best interest of the Corporation to appoint [REDACTED] to enter into and amend contractual instruments with the New York State Department of Civil Service (NYSDCS); and

NOW, THEREFORE, BE IT RESOLVED, that [REDACTED]
[REDACTED] authorized to enter into and amend contractual instruments with the NYSDCS.

The foregoing corporate action shall take effect as of the date first above written unless otherwise indicated and shall have the same force, effect, and validity as though taken by the Board at a meeting duly called and legally held, and the Secretary is hereby directed to place a fully executed copy of this Written Consent in the Minute Book of the Corporation. This Written Consent may be executed in counterparts.

[REDACTED]

[REDACTED]

[REDACTED]

May 3, 2023

**WRITTEN CONSENT IN LIEU OF A MEETING
OF THE BOARD OF DIRECTORS OF
CARELON BEHAVIORAL HEALTH, INC.**

March 30, 2023

Contract Authority

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NOW, THEREFORE, BE IT RESOLVED, that [REDACTED]
[REDACTED] is authorized to enter into and amend contractual instruments with the NYSDCS.

The foregoing corporate action shall take effect as of the date first above written unless otherwise indicated and shall have the same force, effect, and validity as though taken by the Board at a meeting duly called and legally held, and the Secretary is hereby directed to place a fully executed copy of this Written Consent in the Minute Book of the Corporation. This Written Consent may be executed in counterparts.

[REDACTED]

May 3, 2023

**WRITTEN CONSENT IN LIEU OF A MEETING
OF THE BOARD OF DIRECTORS OF
CARELON BEHAVIORAL HEALTH, INC.**

March 30, 2023

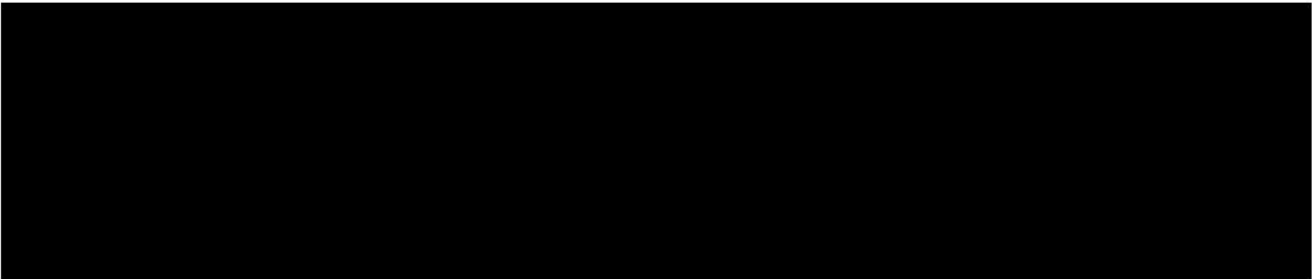
Contract Authority

The undersigned, representing all of the members of the Board of Directors (the "Board") of Carelon Behavioral Health, Inc., a Virginia corporation (the "Corporation"), acting by unanimous written consent in lieu of a meeting, hereby consent to the adoption of, and adopt the following resolution as a resolution of the Board:

WHEREAS, the Board has determined that it is in the best interest of the Corporation to appoint [REDACTED] to enter into and amend contractual instruments with the New York State Department of Civil Service (NYSDCS); and

NOW, THEREFORE, BE IT RESOLVED, that [REDACTED]
[REDACTED] is authorized to enter into and amend contractual instruments with the NYSDCS.

The foregoing corporate action shall take effect as of the date first above written unless otherwise indicated and shall have the same force, effect, and validity as though taken by the Board at a meeting duly called and legally held, and the Secretary is hereby directed to place a fully executed copy of this Written Consent in the Minute Book of the Corporation. This Written Consent may be executed in counterparts.



4.2 Offeror Attestation Form

The Offeror must complete and submit an executed copy of the *Offeror Attestations Form* (Attachment 13) attesting that it meets or exceeds the criteria for eligibility to bid as set forth in Section 1 of this RFP. A person legally authorized to represent the Offeror must execute this Certification.

Carelton has completed and submitted an executed copy of the Offeror Attestations Form (RFP Attachment 13) on the following pages. We hereby attest that we meet and exceed the criteria for eligibility to bid as set forth in Section 1 of the RFP. Our certification is signed by [REDACTED], a person legally authorized to represent Carelon.



**Department of
Civil Service**

**Offeror Attestation Form
RFP entitled: "Mental Health and
Substance Use (MHSU) Disorder Program"**

A representative of the Offeror who is legally authorized to bind the Offeror must complete and sign the Offeror Attestations Form and provide all requested information.

Name of Business Entity Submitting Bid:		Carelon Behavioral Health, Inc.
Entity's Legal Form:		☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other _____
No.	RFP Ref.	RFP Requirement:
1.	Section 1.4(1)	At time of Proposal Due Date, Offeror represents and warrants that it ☒ possesses ☐ does not possess the legal capacity to enter into a contract with the Department.
2.	Section 1.4(2)	At time of Proposal Due Date, the Offeror represents and warrants that it ☒ possesses the authorization to conduct business in New York State. ☐ does not possess the authorization to conduct business in New York State. ☐ does not possess the authorization to conduct business in New York State, but the Offeror has filed an application for authority to do business in New York State with the New York State Secretary of State.
3.	Section 1.4(3)	At time of Proposal Due Date, Offeror represents and warrants that it ☒ attests ☐ does not attest has completed, obtained or performed all registrations, filings, approvals, authorizations, consents and examinations required by any governmental authority for the provision of the delivery of Project Services (as detailed in Section 3 of this RFP) and agrees that it will, during the term of the Contract, comply with any requirements imposed upon it by law or regulation.

ATTACHMENT 13



**Department of
Civil Service**

**Offeror Attestation Form
RFP entitled: "Mental Health and
Substance Use (MHSU) Disorder Program"**

4.	Section 1.4(4)	At time of Proposal Due Date, Offeror represents and warrants that it ☒ attests ☐ does not attest has experience providing behavioral management and associated claims adjudication services for, in aggregate, a minimum of 3.6 million total covered lives in its full book of business.
5.	Section 1.4(5)	At time of Proposal Due Date, Offeror represents and warrants that it ☒ attests ☐ does not attest possesses adequate staffing resources, financial resources, and organizational capacity to perform the type, magnitude, and quality of work specified in the RFP.
6.	Section 1.4(6)	At time of Proposal Due Date, Offeror represents and warrants that it ☒ attests, subject to any agreed upon non-material bid deviation, as submitted in Offerors Attachment 8, ☐ does not attest to all contractual provisions to maintain and make available, as required by the State, a complete and accurate set of records for review by the State. Contractual provisions are set forth in the RFP and Standard Clauses for New York State Contracts (Appendix A), Standard Clauses for All Department Contracts (Appendix B), and Information Security Requirements (Appendix C). Such records shall include any and all financial records deemed necessary by the State to discharge its fiduciary responsibilities to MHSU Program participants and to ensure that public dollars are spent appropriately.
7.	Section 1.4(7)	At time of Proposal Due Date, Offeror represents and warrants that it ☒ attests ☐ does not attest upon commencement of the Full MHSU Services, and throughout the term of the Contract, the Offeror must possess a Participating Provider/Facility Network that meets or exceeds the accessibility standards specified in Section 3.10 of this RFP.

ATTACHMENT 13



**Department of
Civil Service**

**Offeror Attestation Form
RFP entitled: "Mental Health and
Substance Use (MHSU) Disorder Program"**

8.	Section 1.4(8)	At time of Proposal Due Date, Offeror represents and warrants that it ☒ attests, subject to any agreed upon non-material bid deviations as submitted in Offerors Attachment 8, ☐ does not attest to comply with all specific duties and responsibilities set forth in Section 3.2 of this RFP, entitled "Implementation Plan," including Section 3.2(1)(e) requiring the Offeror to propose a financial guarantee supporting its commitment to satisfy all implementation requirements.
9.	Section 1.4(9)	At time of Proposal Due Date, Offeror represents and warrants that it ☒ attests ☐ does not attest has current Utilization Review Accreditation Commission (URAC)-case management, Joint Commission (TJC), Accreditation Commission for Health Care (ACHC), National Committee for Quality assurance (NCQA) or Commission on Accreditation of Rehabilitation Facilities (CARF) full accreditation at the proposed primary worksite where case management will be performed for the Program services.
10.	Section 3.1	At time of Proposal Due Date, Offeror represents and warrants that it: ☒ attests, subject to any agreed upon non-material bid deviations as submitted in Offerors Attachment 8, ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.1 of this RFP, entitled "Account Team".
11.	Section 3.3	At time of Proposal Due Date, Offeror represents and warrants that it ☒ attests, subject to any agreed upon non-material bid deviations as submitted in Offerors Attachment 8, ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.3 of this RFP, entitled "Member Communication Support".

ATTACHMENT 13



**Department of
Civil Service**

**Offeror Attestation Form
RFP entitled: "Mental Health and
Substance Use (MHSU) Disorder Program"**

12.	Section 3.4	At time of Proposal Due Date, Offeror represents and warrants that it ☒ attests, subject to any agreed upon non-material bid deviations as submitted in Offerors Attachment 8, ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.4 of this RFP, entitled "Reporting Services".
13.	Section 3.5	At time of Proposal Due Date, Offeror represents and warrants that it ☒ attests, subject to any agreed upon non-material bid deviations as submitted in Offerors Attachment 8, ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.5 of this RFP, entitled "Customer Service".
14.	Section 3.6	At time of Proposal Due Date, Offeror represents and warrants that it ☒ attests, subject to any agreed upon non-material bid deviations as submitted in Offerors Attachment 8, ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.6 of this RFP, entitled "Enrollment Management".
15.	Section 3.7	At time of Proposal Due Date, Offeror represents and warrants that it ☒ attests, subject to any agreed upon non-material bid deviations as submitted in Offerors Attachment 8, ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.7 of this RFP, entitled "Claims Processing".
16.	Section 3.8	At time of Proposal Due Date, Offeror represents and warrants that it ☒ attests, subject to any agreed upon non-material bid deviations as submitted in Offerors Attachment 8, ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.8 of this RFP, entitled "Plan Audit and Fraud Protection".

ATTACHMENT 13



**Department of
Civil Service**

**Offeror Attestation Form
RFP entitled: "Mental Health and
Substance Use (MHSU) Disorder Program"**

17.	Section 3.9	At time of Proposal Due Date, Offeror represents and warrants that it ☒ attests, subject to any agreed upon non-material bid deviations as submitted in Offerors Attachment 8, ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.9 of this RFP, entitled "Appeal Process".
18.	Section 3.10	At time of Proposal Due Date, Offeror represents and warrants that it ☒ attests, subject to any agreed upon non-material bid deviations as submitted in Offerors Attachment 8, ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.10 of this RFP, entitled "Provider Network".
19.	Section 3.11	At time of Proposal Due Date, Offeror represents and warrants that it ☒ attests, subject to any agreed upon non-material bid deviations as submitted in Offerors Attachment 8, ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.11 of this RFP, entitled "Center of Excellence for Substance Use Disorders".
20.	Section 3.12	At time of Proposal Due Date, Offeror represents and warrants that it ☒ attests, subject to any agreed upon non-material bid deviations as submitted in Offerors Attachment 8, ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.12 of this RFP, entitled "Other Clinical Management Programs".

ATTACHMENT 13



**Department of
Civil Service**

**Offeror Attestation Form
RFP entitled: "Mental Health and
Substance Use (MHSU) Disorder Program"**

21.	Section 3.13	At time of Proposal Due Date, Offeror represents and warrants that it ☒ attests, subject to any agreed upon non-material bid deviations as submitted in Offerors Attachment 8, ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.13 of this RFP, entitled "Pre-Certification and Concurrent Review for Mental Health and Substance Use Disorder Services".
21.	Section 3.14	At time of Proposal Due Date, Offeror represents and warrants that it ☒ attests, subject to any agreed upon non-material bid deviations as submitted in Offerors Attachment 8, ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.14 of this RFP, entitled "Consolidated Appropriations Act".
22.	Section 3.15	At time of Proposal Due Date, Offeror represents and warrants that it ☒ attests, subject to any agreed upon non-material bid deviations as submitted in Offerors Attachment 8, ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.15 of this RFP, entitled "Disabled Dependent Determinations".
23.	Section 3.16	At time of Proposal Due Date, Offeror represents and warrants that it ☒ attests, subject to any agreed upon non-material bid deviations as submitted in Offerors Attachment 8, ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.16 of this RFP, entitled "Transition and Termination of Contract".

ATTACHMENT 13

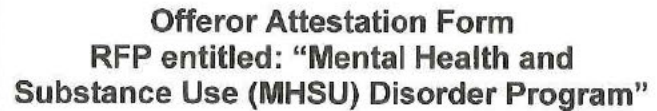
**Department of
Civil Service****Offeror Attestation Form
RFP entitled: "Mental Health and
Substance Use (MHSU) Disorder Program"**

CERTIFICATION

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that they:

- (1) recognize that the above representations are submitted for the express purpose of assisting the State of New York in making a determination to award a contract;
- (2) acknowledge and agree by submitting the Attestation, that the State may at its discretion, verify the truth and accuracy of all statements made herein; and
- (3) certify that the information submitted in this Attestation and any attached documentation is true, accurate and complete.

Date: 4-13-2023



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF New Jersey }
COUNTY OF Monmouth }
On the 12 day of August, 2013, at the County of Monmouth, New Jersey, I, the undersigned, Clerk of the County of Monmouth, do hereby certify that the foregoing instrument was personally appeared: _____, to be the person who executed the foregoing instrument, and that _____, he resides at _____, County of _____, State of _____, and that he executed the foregoing instrument in his/her name and on his/her own behalf.

No _____

4.3 Subcontractors or Affiliates

The Offeror must complete the *Subcontractors or Affiliates* form (Attachment 9) to identify all Subcontractors or Affiliates with whom the Offeror subcontracts to provide Project Services. For purposes of reporting in the *Subcontractors or Affiliates* form (Attachment 9), Subcontractors include:

1. All vendors who will provide \$100,000 or more in Project Services over the term of the Contract that results from this RFP; or
2. Any vendor who will provide Project Services in an amount lower than the \$100,000 threshold, and who is a part of the Offeror's Account Team (described in section 3.1, Account Team).

For each Subcontractor identified, the Offeror must complete and submit the *Subcontractors or Affiliates* form (Attachment 9) and indicate whether or not, as of the date of the Offeror's Proposal, a subcontract has been executed between the Offeror and the Subcontractor for services to be provided by such subcontractor relating to the RFP. On the *Subcontractors or Affiliates* form (Attachment 9), the Offeror must:

1. Mark the applicable box if the Offeror will not be subcontracting with any Subcontractor(s) or Affiliate(s) to provide Project Services.
2. Indicate whether or not, as of the date of the Offeror's Proposal, a subcontract (or shared services agreement) has been executed between the Offeror and the Subcontractor or Affiliate for services to be provided by the Subcontractor or Affiliate relating to this RFP.
3. Provide a brief description of the services to be provided by the Subcontractor or Affiliate.
4. Provide a description of any current relationships with such Subcontractor or Affiliate and the clients/projects that the Offeror and Subcontractor or Affiliate are currently servicing under a formal legal agreement or arrangement, the date when such services began and the status of the project.

Carelon is not proposing to utilize the services of a Subcontractor or Affiliate to provide Program Services. We have provided the completed Attachment 9 on the following page.



**Department of
Civil Service**

**Subcontractors or Affiliates
RFP entitled: "Mental Health and Substance
Use (MHSU) Disorder Program"**

INSTRUCTION: Prepare this form for each Subcontractor or Affiliate. A Subcontractor is a (1) vendor who will provide \$100,000 or more in Project Services over the term of the Agreement that results from this RFP and (2) vendor who will provide Project Services in an amount lower than the \$100,000 threshold, and who is a part of the Offeror's Account Team.

Offeror's Name: Carelon Behavioral Health, Inc.

The Offeror:

- ☐ is
☒ is not

proposing to utilize the services of a Subcontractor(s) or Affiliate(s) to provide Project Services

**Subcontractor or Affiliate's
Legal Name:**

Business Address:

**Subcontractor's Legal
Form:**

- ☐ Corporation ☐ Partnership ☐ Sole Proprietorship
☐ Other

As of the date of the Offeror's Proposal, a subcontract or agreement

- ☐ has
☐ has not

been executed between the Offeror and the Subcontractor(s) or Affiliate for services to be provided by such Subcontractor(s) or Affiliate(s) relating to the Project.

In the space provided below, describe the Subcontractor's or Affiliate's role(s) and responsibilities regarding Project Services to be provided:

Relationship between Offeror and Subcontractor or Affiliate for Current Engagements:
(Complete items 1 through 5 for each client engagement identified)

1. Client:

2. Client Reference Name
and Phone #

3. Project Title:

4. Project Start Date:

5. In the space provided below, Project Status:

6. In the space provided below, describe the roles and responsibilities of the Offeror and Subcontractor or Affiliate in regard to the project identified in 3, above:

4.4 New York State Standard Vendor Responsibility Questionnaire

The Offeror must complete and submit an executed copy of the New York State Vendor Responsibility Questionnaire. A person legally authorized to represent the Offeror must execute the questionnaire. The questionnaire must be completed by all Subcontractors as defined above.

The Department recommends each Offeror file the required Questionnaire online via the New York State VendRep System. To use the VendRep System, please refer to: <https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system>.

By submitting a Proposal, the Offeror agrees to fully and accurately complete the Questionnaire. The Offeror acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Offeror is responsible, and that the State will rely on the Offeror's responses to the Questionnaire when making its responsibility determination. The Offeror agrees that if it is found by the State that the Offeror's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Department may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

Carelon has updated our Vendor Responsibility Questionnaire using the New York State VendRep System. On the following pages, we have included a copy of our online submission.



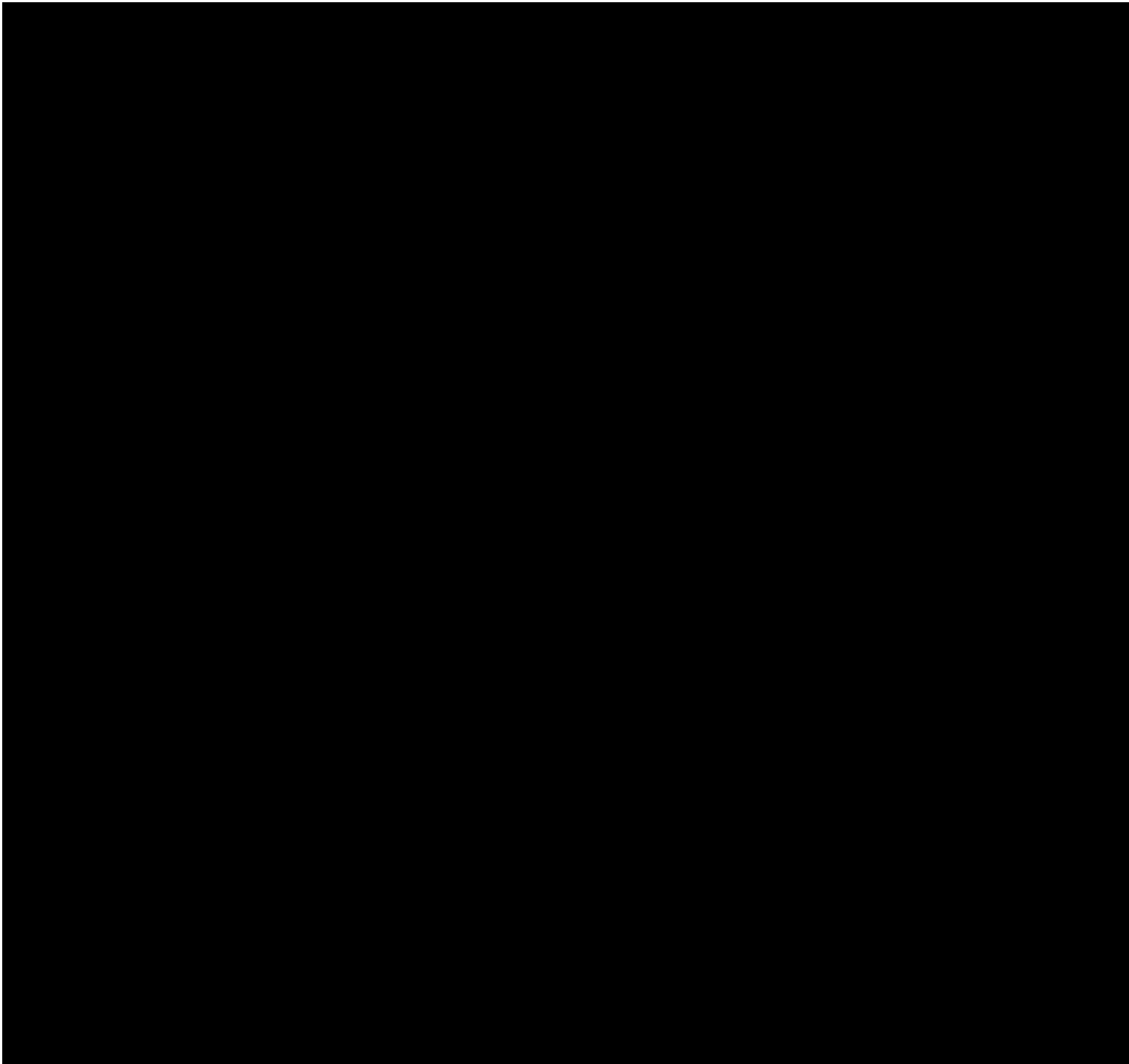
New York State Comptroller
THOMAS P. DINAPOLI

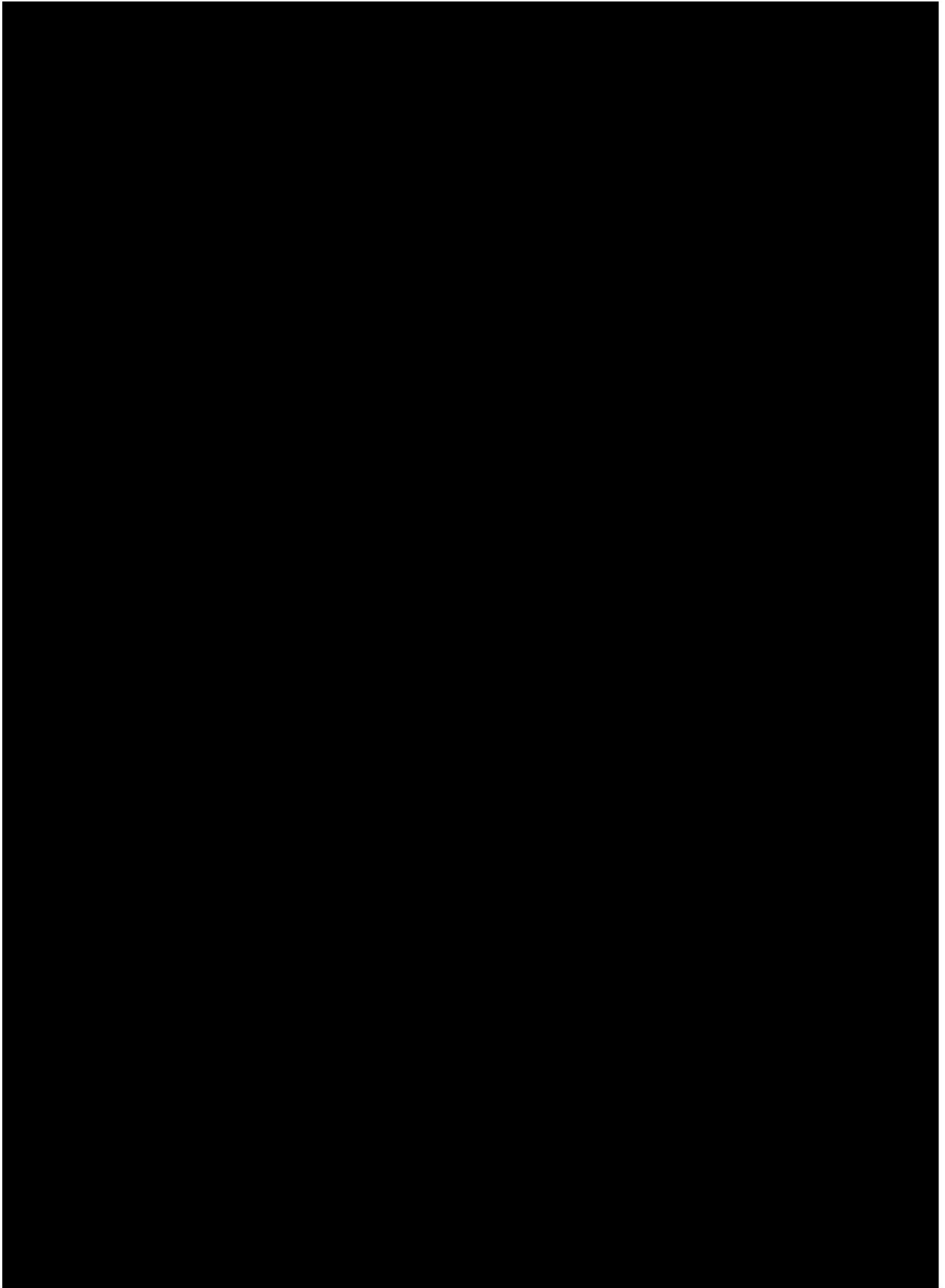
May 3 2023
Logout

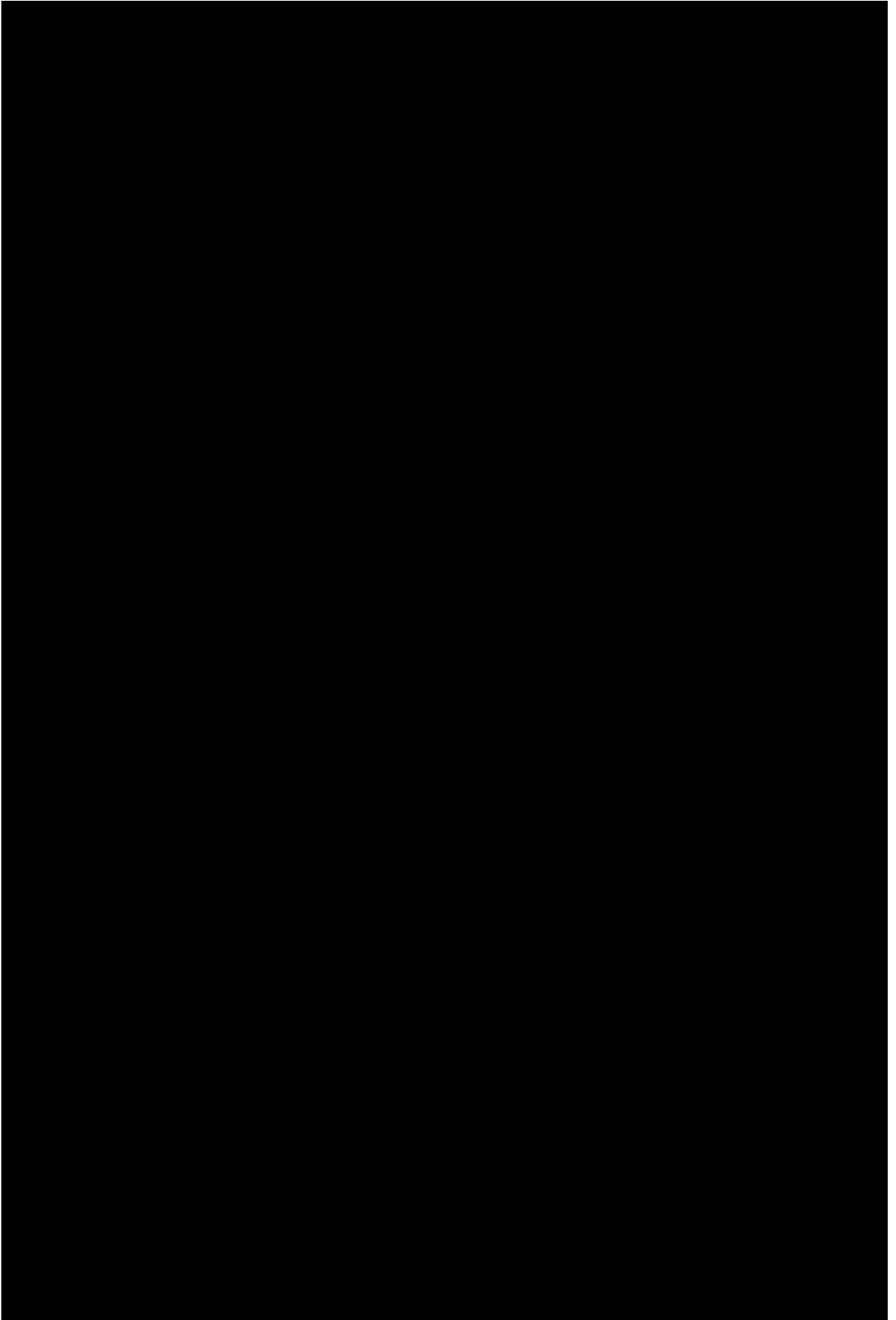


VendRep Vendor

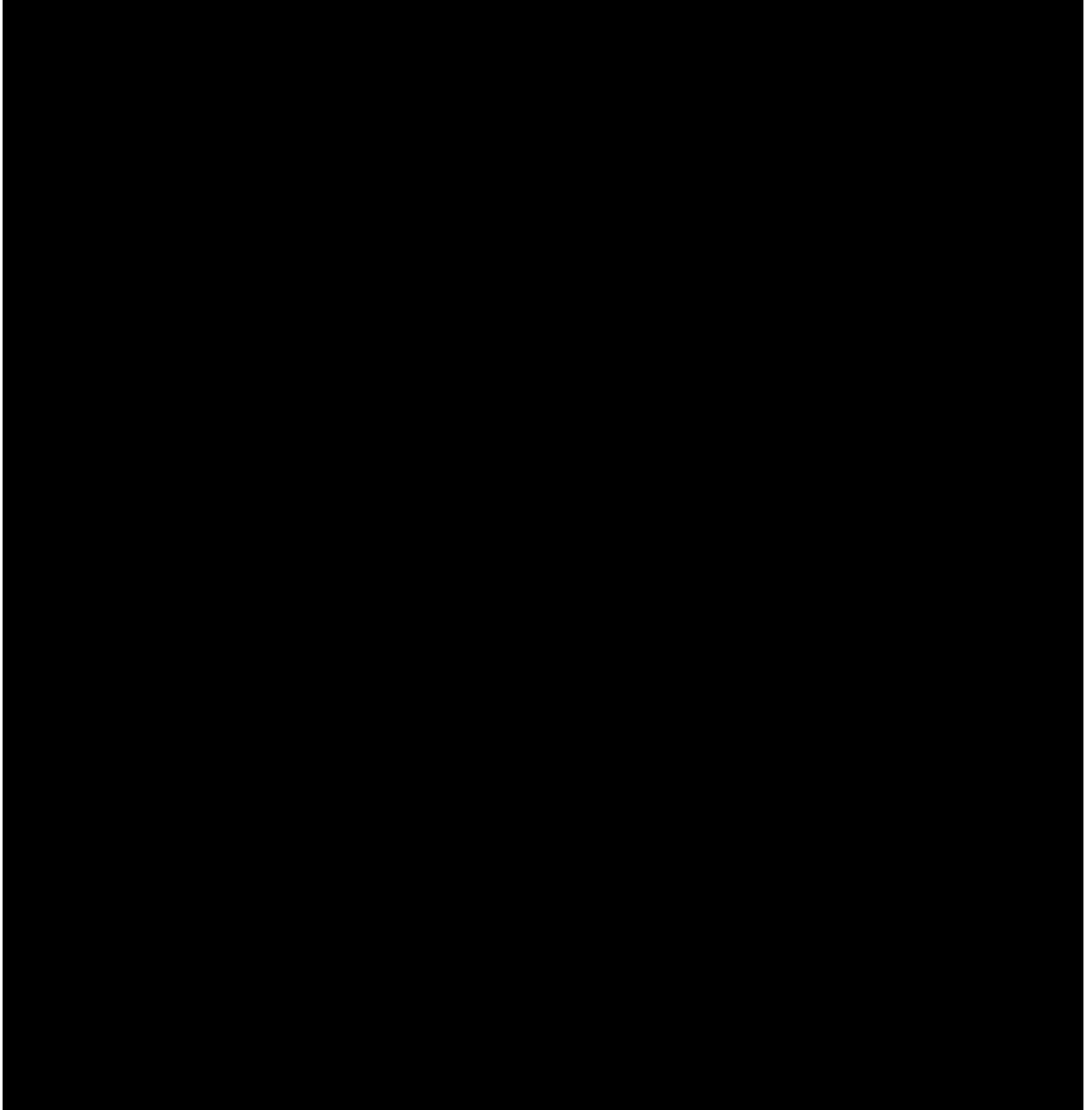
My Apps ▾

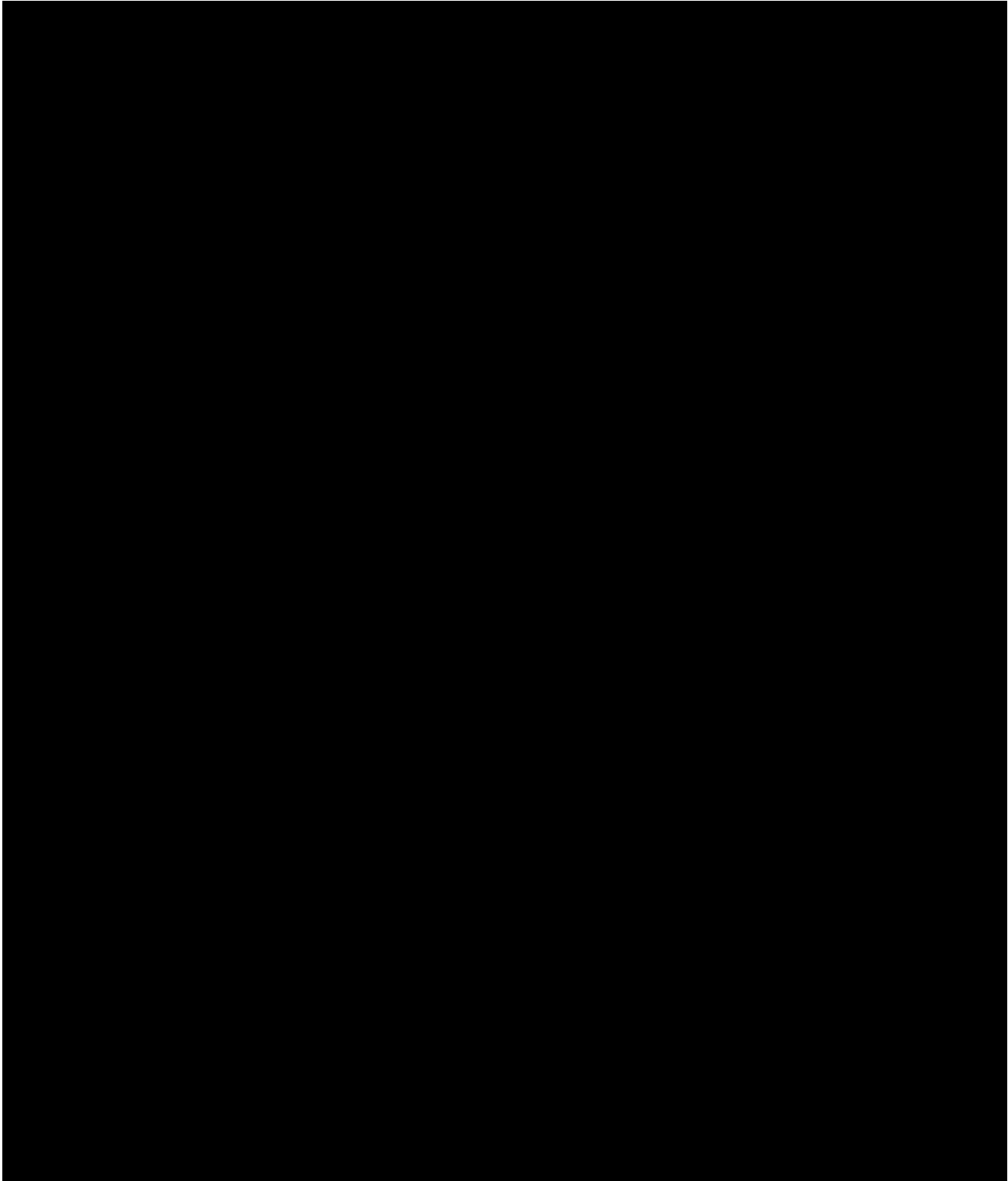


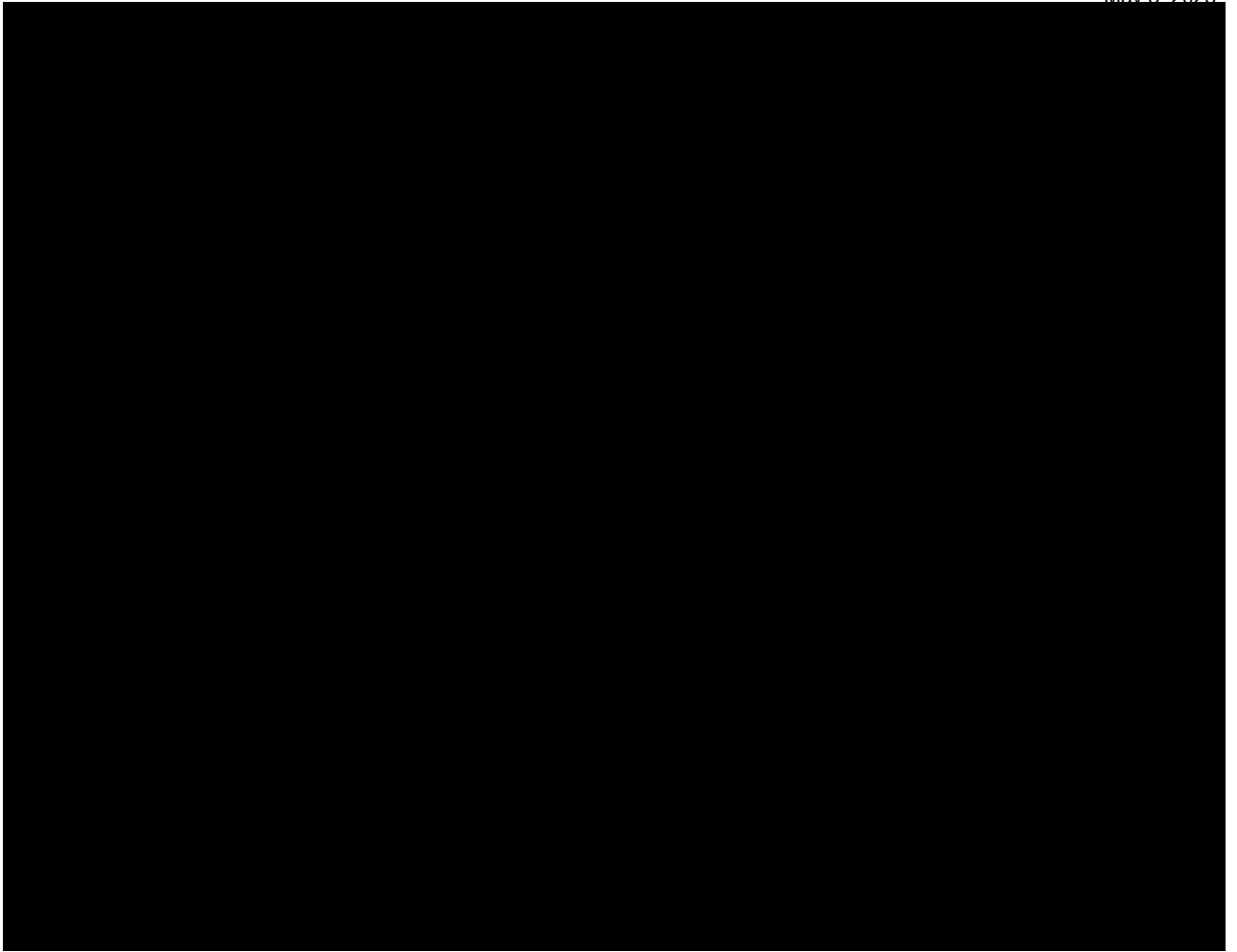


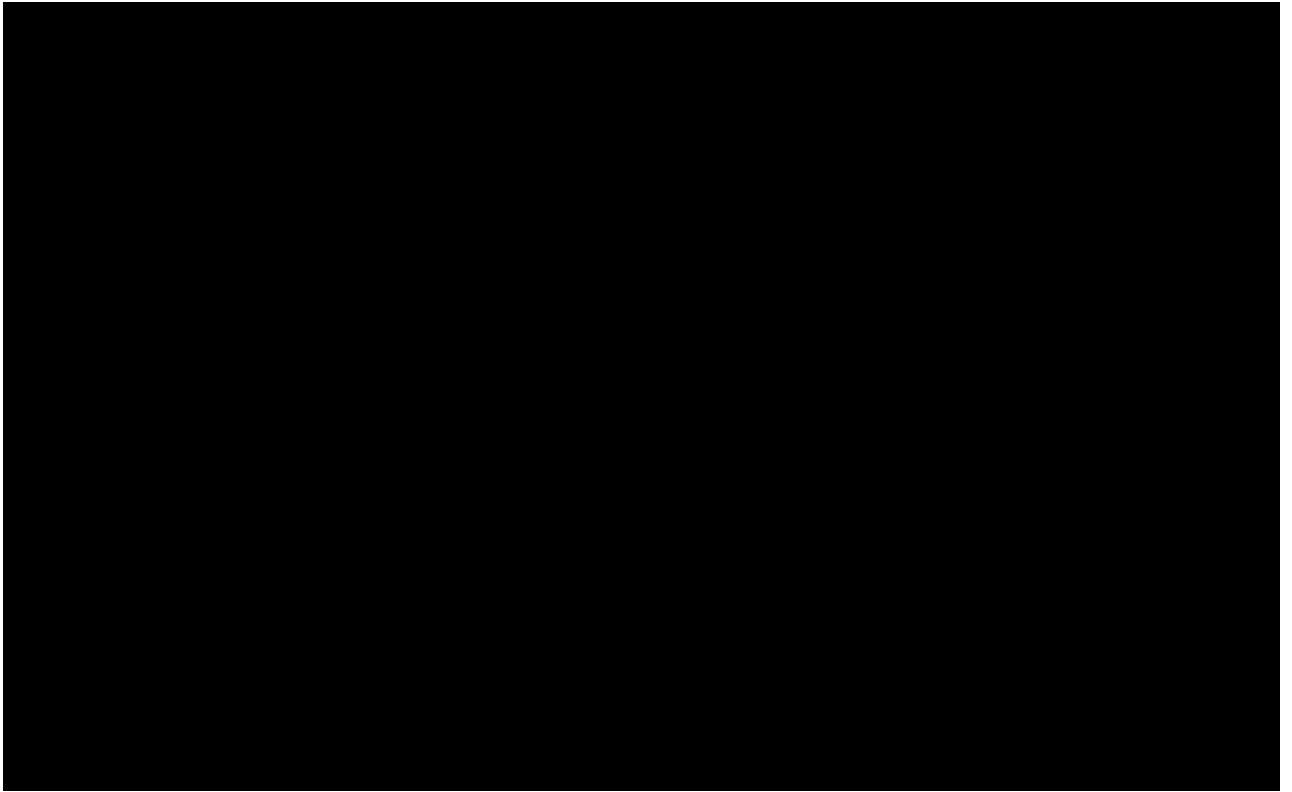


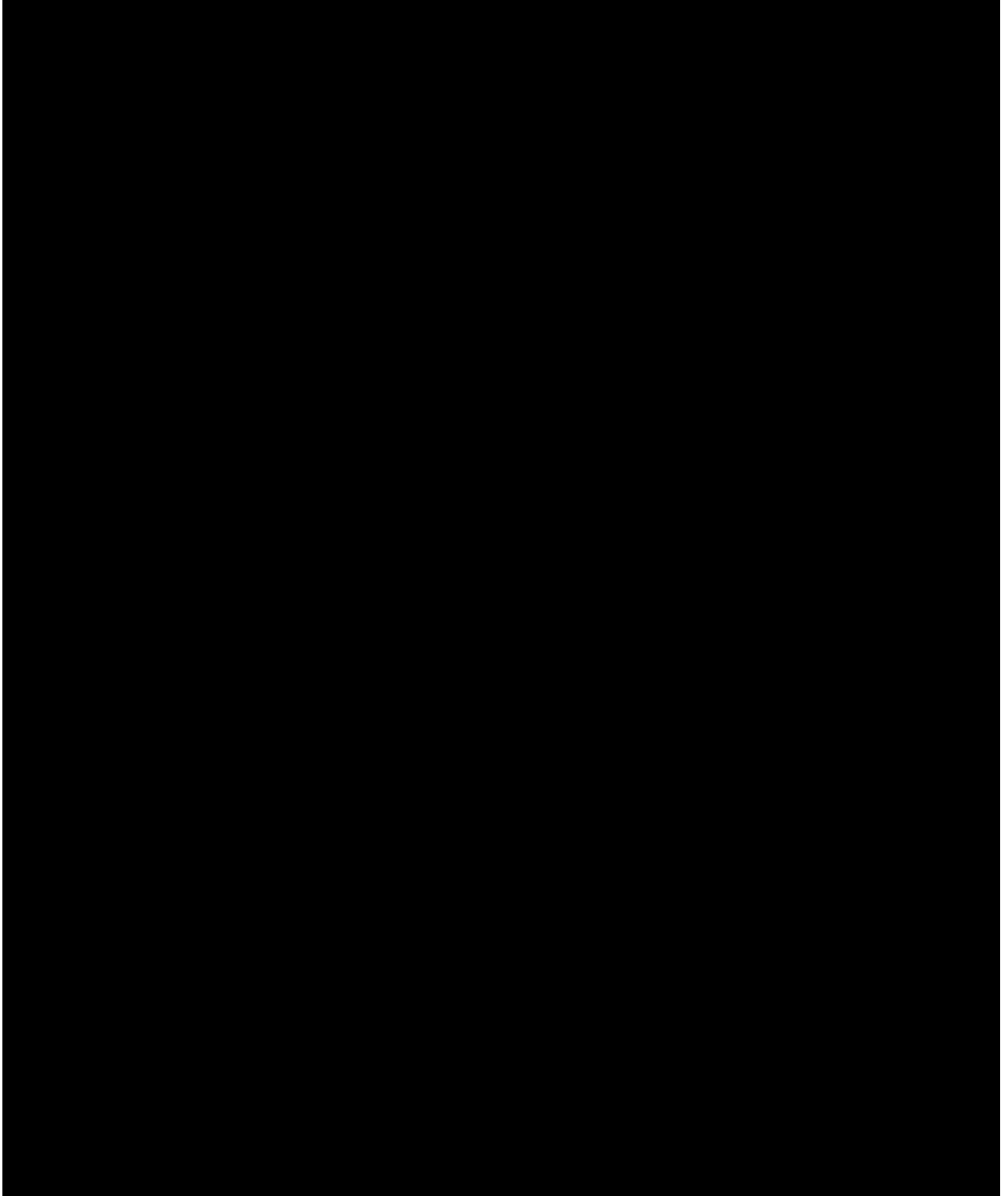


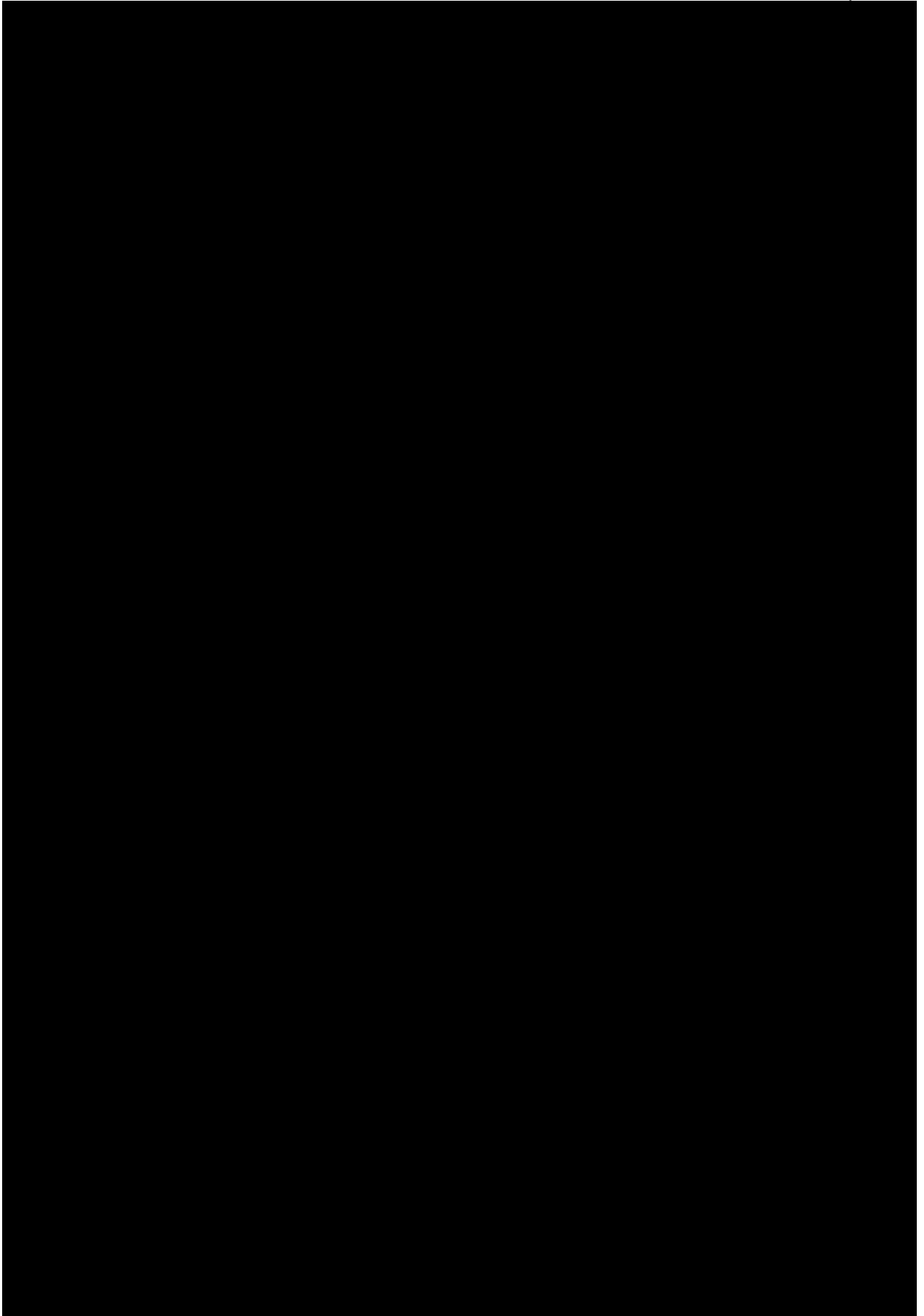


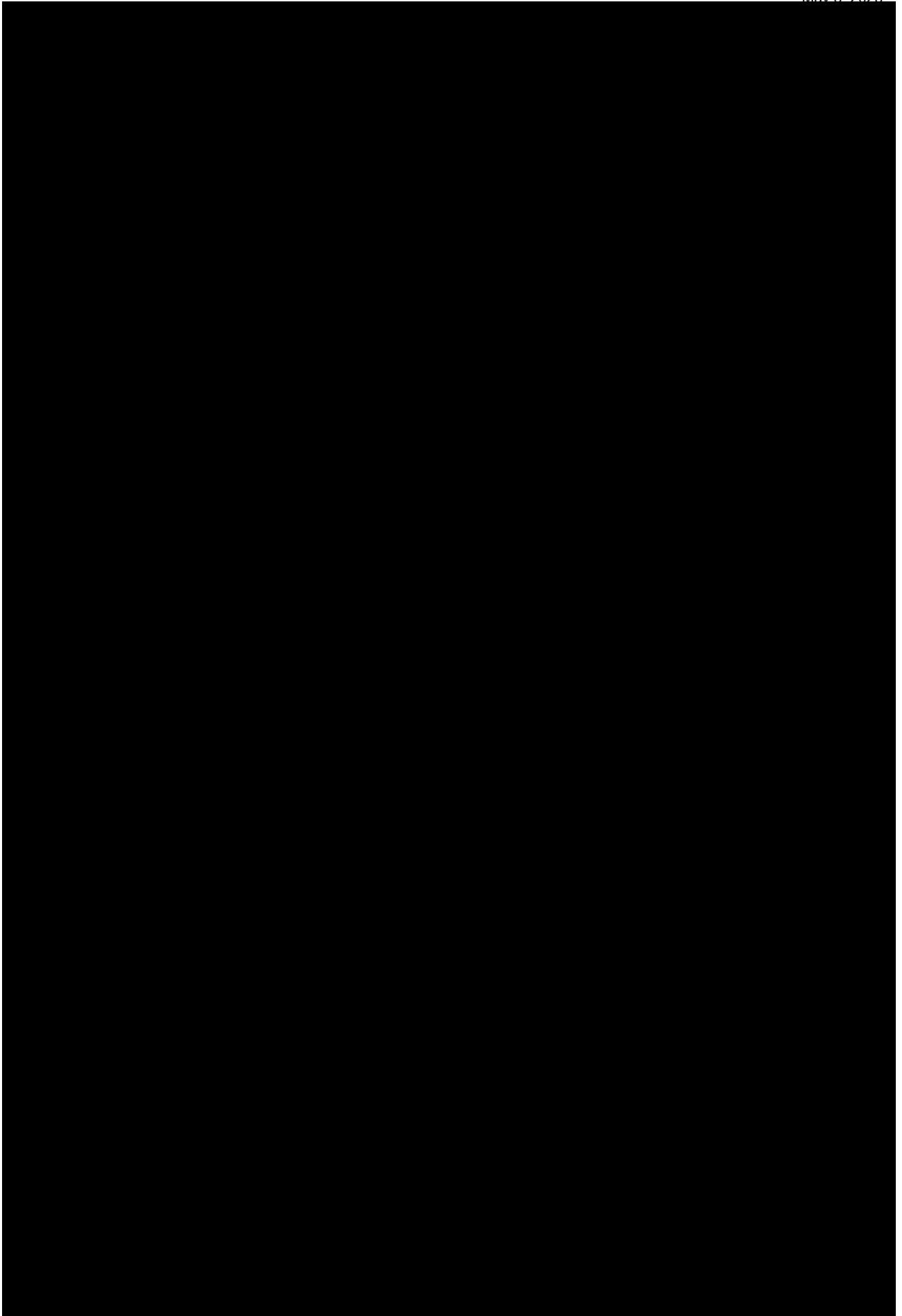


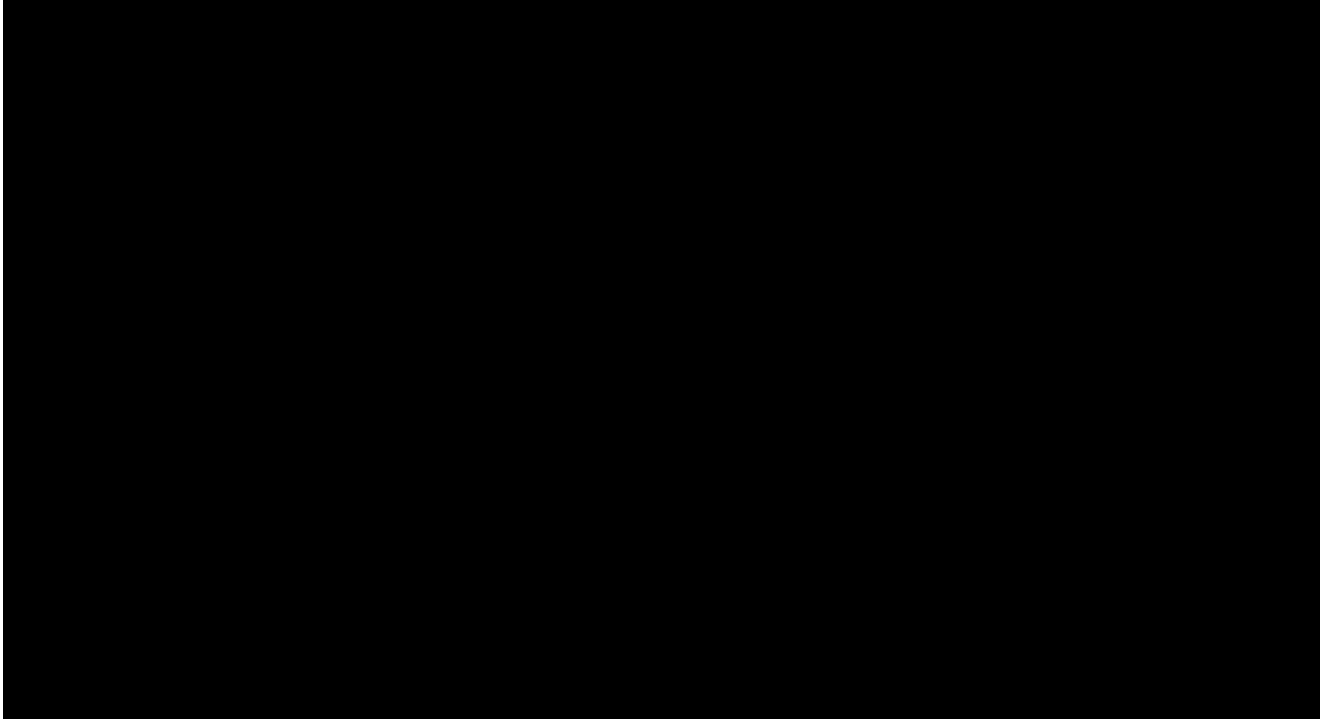


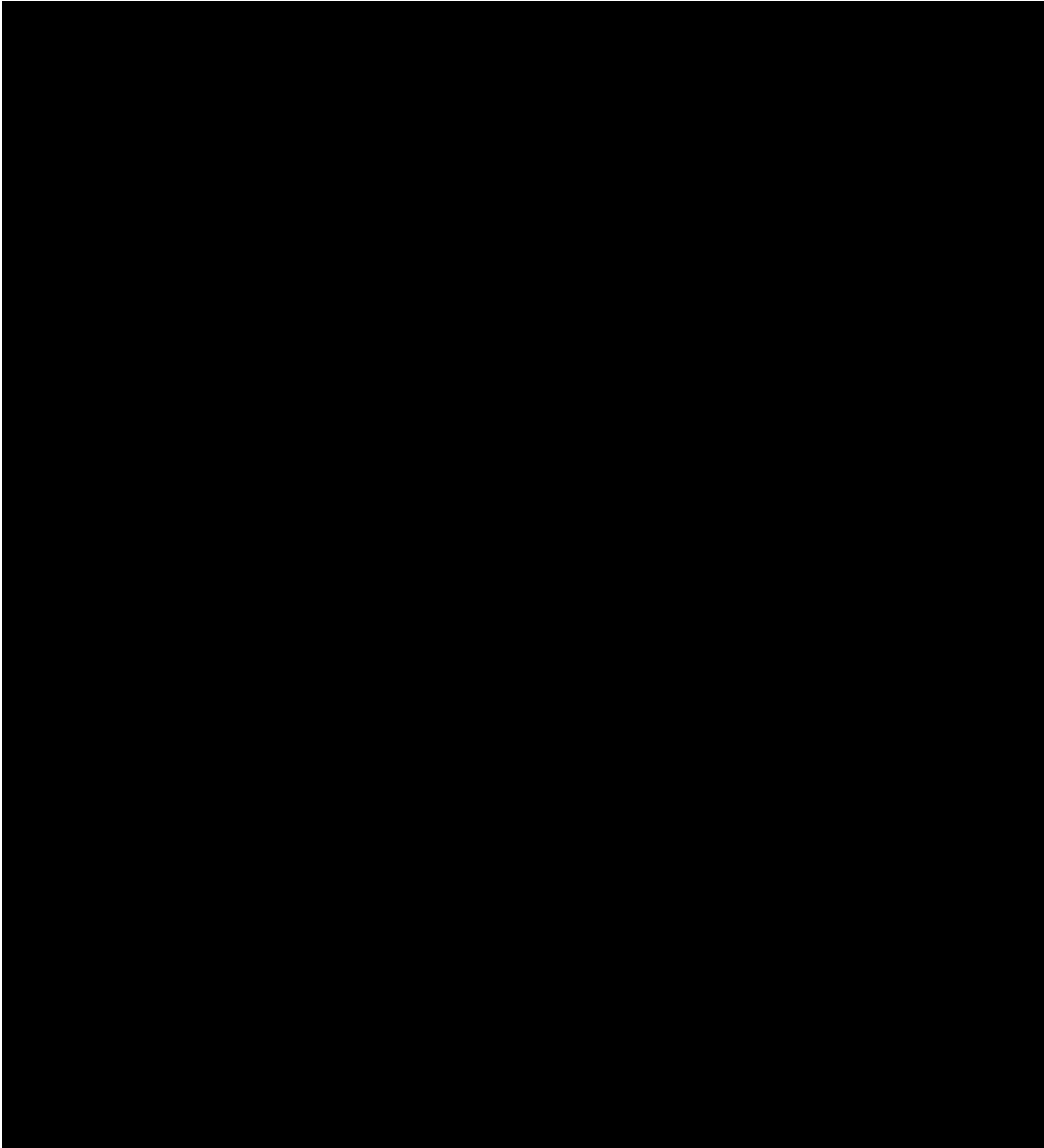












Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on the information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or federal law, as well as a finding of non-responsibility, contract suspension or contract termination.

It being acknowledged and agreed that all responses included in this questionnaire are to the knowledge, information and belief of the Business Entity, the undersigned certifies that he/she:

The undersigned certifies that he/she:

- are knowledgeable about the submitting Business Entity's business and operations;
- have legal authority to bind the Business Entity;
- have read and understand all of the questions contained in the questionnaire, including all definitions;
- have not altered the content of the questionnaire in any manner;
- have reviewed and/or supplied full and complete responses to each question;
- have provided true, accurate and complete responses, including all attachments, if applicable;
- understand that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity;
- are under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal award through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC and/or approval of a contract, or during the term of the contract.



4.5 New York State Tax Law Section 5-a

Tax Law § 5-a requires certain Offerors awarded state Contracts for commodities, services and technology valued at more than \$100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Offeror's sales delivered into NYS is in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the Certification is made, and with respect to any Affiliates and subcontractors whose sales delivered into NYS exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the Certification is made.

An Offeror is required to file the completed and notarized Form ST-220-CA with the Department certifying that the Offeror filed the ST-220-TD with DTF. If the forms are not completed and returned with bid submission, the Offeror should complete and return the Certification forms within five Business Days from the date of request. Failure to make either of these filings may render an Offeror non-responsive and non-responsible. The Offeror must take the necessary steps to provide properly Certified forms within a timely manner to ensure compliance with the law.

Website links to the Offeror Certification forms and instructions are provided below.

1. Form ST-220-TD must be filed with and returned directly to DTF and can be found at: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Offeror, its Affiliate(s), or its subcontractor(s), a new Form ST-220-TD must be filed with DTF.
2. Form ST-220-CA must be submitted to the Department. This form provides the required Certification that the Offeror filed the ST-220-TD with DTF. This form can be found at: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf.

Carelon has filed the ST-220-TD with the Department of Taxation and Finance. On the following pages, we provide our signed original of Form ST-220-CA.



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

ST-220-CA

(12/11)

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

Contractor name Carelton Behavioral Health, Inc. (f.k.a. Beacon Health Options, Inc.)				For covered agency use only Contract number or description	
Contractor's principal place of business 5800 Northampton Blvd		City Norfolk	State VA	ZIP code 23502	
Contractor's mailing address (if different than above)				Estimated contract value over the full term of contract (but not including renewals) \$	
Contractor's federal employer identification number (EIN) 54-1414194		Contractor's sales tax ID number (if different from contractor's EIN)			
Contractor's telephone number 757 459-7558		Covered agency name NYS Department of Civil Service			
Covered agency address Office of Financial Administration, Flr 17, Agency Bldg 1, Empire State Plaza Albany, NY 12239				Covered agency telephone number 518 457-2487	

_____, hereby affirm, under penalty of perjury, that I am _____

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 22 day of March, 20 23

Tax Officer

(title)

Instructions

General information

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

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

When to complete this form

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

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- 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).

May 3, 2023

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF Indiana }
 : SS.:
 COUNTY OF Marion }

On the 22 day of March in the year 2023, before me personally appeared [REDACTED],
 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 220 Virginia Ave,
 Town of Indianapolis,
 County of Marion,
 State of Indiana; 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 [REDACTED]
 of Carelon Behavioral Health, Inc., 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.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

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

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

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?

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

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

**Telephone assistance**

Sales Tax Information Center: (518) 485-2889

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

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



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

4.6 Insurance Requirements

Prior to the start of work the Offeror shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this RFP, policies of insurance as required by this section, written by companies that have an A.M. Best Company rating of “A-,” Class “VII” or better. In addition, companies writing insurance intended to comply with the requirements of this Section should be licensed or authorized by DFS to issue insurance in the State of New York. The Department may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company’s strong financial rating. If, during the term of a policy, the carrier’s A.M. Best rating falls below “A-,” Class “VII,” the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above. These policies must be written in accordance with the requirements of the paragraphs below, as applicable.

Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned, or delayed, acceptance and/or approval by the Department does not, and shall not be construed to, relieve an Offeror of any obligations, responsibilities or liabilities under this RFP or any Contract resulting from this RFP. The Offeror shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the term of any Contract resulting from this RFP.

1. General Conditions
 - a. All policies of insurance required by this Solicitation or any Contract resulting from this RFP shall comply with the following requirements:
 - i. Coverage Types and Policy Limits. The types of coverage and policy limits required from the selected Offeror are specified in Section 4.6(2) of this RFP.
 - ii. Policy Forms. Except as may be otherwise specifically provided herein or agreed to in any Contract resulting from this RFP, all policies of insurance shall be written on an occurrence basis.
 - iii. Certificates of Insurance/Notices. The selected Offeror shall provide the Department with a Certificate or Certificates of Insurance, in a form satisfactory to the Department, as detailed below, and pursuant to the timelines set forth in Section 4.6(1)(m) of this RFP. Certificates should reference the Solicitation or award number and shall name the New York State Department of Civil Service, Agency Building 1, Empire State Plaza, Albany, NY 12239, as the certificate holder.
 - iv. Document Submissions. An Offeror shall deliver to the Department evidence of the insurance required by this RFP and any Contract resulting from this RFP upon notification of tentative award.

Carelon confirms our understanding of and compliance with the requirements for insurance policies. We agree to deliver to the Department evidence of the insurance required by this RFP and any Contract resulting from this RFP upon notification of tentative award.

- b. Certificates of Insurance shall:
 - i. Be in the form acceptable to the Department and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
 - ii. Disclose any deductible, self-insured retention, aggregate limit, or any exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
 - iii. Be signed by an authorized representative of the insurance carrier of the referenced insurance carriers; and
 - iv. Contain the following language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement as applicable: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

Carelon confirms our compliance with the requirements for Certificates of Insurance.

- c. Only original documents (Certificates of Insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted. The Department generally requires an Offeror to submit only certificates of insurance and additional insured endorsements, although the Department reserves the right to request other proof of insurance. An Offeror should refrain from submitting entire insurance policies, unless specifically requested by the Department. If an entire insurance policy is submitted but not requested, the Department shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by the Department does not constitute proof of compliance with the insurance requirements and does not discharge an Offeror from submitting the requested insurance documentation.

Carelon confirms our understanding with regard to the requirements for only original documents.

- d. Primary Coverage: For the Commercial General Liability and Business Automobile Liability policies where the Department is required to be included as an additional insured, required coverage shall be primary and non-contributory to other insurance available to the Department and their officers, agents, and employees. Any other insurance maintained by the Department and their officers, agents, and employees shall be in excess of and shall not contribute with the Offeror's insurance.

Carelon confirms our compliance with the requirements for primary coverage.

- e. **Breach for Lack of Proof of Coverage:** The failure to comply with the requirements of this RFP at any time during the term of any Contract resulting from this Solicitation shall be considered a breach of the terms of any Contract resulting from this Solicitation and shall allow the Department and their officers, agents, and employees to avail themselves of all remedies available under any Contract resulting from this Solicitation, at law or in equity.

Carelon confirms our understanding of the requirements for proof of coverage.

- f. **Self-Insured Retention/Deductibles:** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from the Department. Such approval shall not be unreasonably withheld, conditioned, or delayed. An Offeror shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Offeror is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.

Carelon confirms our compliance with the requirements for Certificates of Insurance and the applicable deductibles/self-insured retentions for each listed policy.

- g. **Subcontractors:** Prior to the commencement of any work by a Subcontractor, the Offeror shall require such Subcontractor to procure policies of insurance as required by this section and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement (ISO coverage form CG 20 38 04 13), or the equivalent, evidencing such coverage shall be provided to the Offeror prior to the commencement of any work by a subcontractor and pursuant to the timelines set forth in Section 4.6(1)(m) of this RFP, as applicable, and shall be provided to the Department upon request. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.

Carelon has not proposed the use of Subcontractors.

- h. Waiver of Subrogation: For the Commercial General Liability and Business Automobile Liability, the Offeror shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the Department and their officers, agents, and employees, or, if such waiver is unobtainable:
 - i. An express agreement that such policy shall not be invalidated if the Offeror waives or has waived before the casualty, the right of recovery against the Department and their officers, agents, and employees; or
 - ii. Any other form of permission for the release of the Department or any entity authorized by law or regulation to use any Contract resulting from this Solicitation and their officers, agents, and employees.

A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

Carelon confirms our compliance with the requirements for waiver of subrogation.

- i. Additional Insured: The Offeror shall cause to be included in its Commercial General Liability and Business Automobile Liability policies required below coverage for on-going work and operations naming as additional insureds (via ISO coverage forms CG 20 10 04 13 or 20 38 04 13 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage) the Department and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to the Department pursuant to the timelines set forth in Section 4.6(1)(m) of this RFP. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Offerors who are self-insured, the Offeror shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Offeror would have been required to pursuant to this RFP had the Contractor obtained such insurance policies.

Carelon confirms our compliance with the requirements for additional insured.

- j. Excess/Umbrella Liability Policies: Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage, and limits of insurance), including proof that the excess/umbrella insurance follows form, must be provided upon request. Unrelated underlying policies included in the schedule that are not required to meet the insurance requirements may be redacted from the Schedule.

Carelon confirms our compliance with the requirements for excess/umbrella liability policies.

- k. Notice of Cancellation or Non-Renewal: Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five Business Days of receipt of any notice of cancellation or nonrenewal of insurance, the Offeror shall provide the Department with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.

Carelon confirms our compliance with the requirements for notice of cancellation or non-renewal.

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

Carelon confirms our compliance with the requirements for policy renewal/expiration.

- m. Deadlines for Providing Insurance Documents after Renewal or Upon Request: As set forth herein, certain insurance documents must be provided to the Department contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Offeror shall provide the applicable insurance document to the Department as soon as possible but in no event later than the following time periods:
 - i. For certificates of insurance: 5 Business Days from request or renewal, whichever is later;
 - ii. For information on self-insurance or self-retention programs: 15 Calendar Days from request or renewal, whichever is later;
 - iii. For other requested documentation evidencing coverage: 15 Calendar Days from request or renewal, whichever is later;
 - iv. For additional insured and waiver of subrogation endorsements: 30 Calendar Days from request or renewal, whichever is later; and
 - v. For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: 5 Business Days from request or renewal, whichever is later.Notwithstanding the foregoing, if the Offeror shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to the Department, the Department shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 Calendar Days.

Carelon confirms our understanding of the requirements for providing insurance documents after renewal or upon request.

2. Specific Coverage and Limits

- a. Commercial General Liability: Commercial General Liability Insurance, (CGL) shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, broad form property damage, personal & advertising injury, cross liability coverage, and liability assumed in a contract (including the tort liability of another assumed in a contract). Insurance policies that remove or restrict blanket contractual liability located in the “insured contract” definition (as stated in Section V, Number 9, Item f in the Insurance Services Offices (ISO) Commercial General Liability (CGL) policy) so as to limit coverage against Claims that arise out of the work, or that remove or modify the “insured contract” exception to the Employers’ liability exclusion, or that do not cover the Additional Insured for Claims involving injury to employees of the Named Insured or subcontractors, are not acceptable. Policy shall include bodily injury, property damage, and broad form contractual liability coverage. The limits under such policy shall not be less than the following:

- i. Each Occurrence – \$1,000,000
- ii. General Aggregate – \$2,000,000
- iii. Personal Advertising Injury – \$1,000,000

Coverage shall include, but not be limited to, the following:

- i. Premises liability;
- ii. Independent contractors/subcontractors;
- iii. Blanket contractual liability, including tort liability of another assumed in a contract;
- iv. Defense and/or indemnification obligations, including obligations assumed under any Contract resulting from this Solicitation; and
- v. Cross liability for additional insureds.

Carelon confirms our understanding of and compliance with the coverage and limits for Commercial General Liability Insurance.

- b. Business Automobile Liability Insurance: The Offeror shall maintain Business Automobile Liability Insurance in the amount of at least \$1,000,000 each accident, covering liability arising out of automobiles used in connection with performance under any Contract resulting from this RFP, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

Carelon confirms our understanding of and compliance with the coverage and limits for Business Automobile Liability Insurance.

- c. Professional Errors and Omissions Insurance: The Offeror shall maintain Professional Errors and Omissions (Professional Liability) in the amount of at least \$5,000,000 each occurrence, for claims arising out of but not limited to delay or failure in diagnosing a disease or condition and alleged wrongful acts, including breach of contract, bad faith, and negligence. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Contract.

If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under this Contract is completed. Written proof of this extended reporting period must be provided to the Department prior to the policy's expiration or cancellation.

Carelon confirms our understanding of and compliance with the coverage and limits for Professional Errors and Omissions Insurance.

- d. Data Breach/Cyber Liability Insurance: An Offeror is required to maintain during the term of any Contract and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance in the amount of at least \$5,000,000 each claim, including coverage for failure to protect confidential information and failure of the security of the Offeror's computer systems or the Department systems due to the actions of the Offeror which results in unauthorized access to the Department or their data. Coverage may be satisfied through alternative insurance policies. Said insurance shall provide coverage for damages arising from, but not limited to the following:

- i. Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
- ii. Personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form);
- iii. Privacy notification costs;
- iv. Regulatory defense and penalties;
- v. Website media liability; and
- vi. Cybertheft of customer's property, including but not limited to money and securities.

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

Carelon confirms our understanding of and compliance with the coverage and limits for Data Breach/Cyber Liability Insurance.

- e. Workers' Compensation Insurance: To comply with coverage provisions of Workers Compensation Law (WCL) Section 57, businesses must be legally exempt from obtaining workers' compensation insurance coverage; or obtain such coverage from insurance carriers; or be a Board-approved self-insured Employer or participate in an authorized group self-insurance plan. An Offeror must provide one of the following forms:
 - i. Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.businessexpress.ny.gov); or
 - ii. Form C-105.2 (9/15), Certificate of Workers' Compensation Insurance, sent to the Department by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to the Department upon request from the Contractor; or
 - iii. Form SI-12, Certificate of Workers' Compensation Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
 - iv. Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance, available from the Contractor's Group Self-Insurance Administrator.

Carelon understands and will comply with New York State Workers' Compensation Law.

- f. Disability Benefits Insurance: To comply with coverage provisions of WCL Section 220(8), regarding disability benefits, businesses must be legally exempt from obtaining disability benefits insurance coverage; or obtain such coverage from insurance carriers; or be a Board-approved self-insured Employer. An Offeror must provide one of the following forms:
 - i. Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.businessexpress.ny.gov); or
 - ii. Form DB-120.1, Certificate of Disability Benefits Insurance, sent to the Department by the Contractor's insurance carrier upon request; or
Form DB-155, Certificate of Disability Benefits Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office.

Carelon understands and will comply with WCL Section 220(8) regarding disability benefits.



Department of
Civil Service

New York State Required Certifications
RFP entitled: "Mental Health and Substance
Use (MHSU) Disorder Program"

Offeror Name: Carelon Behavioral Health, Inc.

**NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND
MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with Chapter 807 of the Laws of 1992 the Contractor, by submission of this Certification, certifies that it or any individual or legal entity in which the Contractor holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Contractor, either (answer "yes" or "no" to one or both of the following, as applicable):

Have business operations in Northern Ireland. Yes _____ or No X

If yes:

Shall take lawful steps in good faith to conduct any business operations they have 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 _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this Certification, the Contractor and each person signing on behalf of the Contractor certifies, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Agreement have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to contract approval, directly or indirectly, to any other competitor; and
3. No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a price quote for the purpose of restricting competition.

ATTACHMENT 7



Department of
Civil Service

New York State Required Certifications
RFP entitled: "Mental Health and Substance
Use (MHSU) Disorder Program"

EXECUTIVE ORDER NO. 177 CERTIFICATION

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

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

Generally, the Human Rights Law applies to:

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

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

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

SEXUAL HARASSMENT PREVENTION CERTIFICATION

State Finance Law §139-l requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees.

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



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(Note: Bids that do not contain this certification will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder may provide a signed statement with the bid detailing the reasons why the sexual harassment prevention certification cannot be made.)

**PUBLIC OFFICER LAW REQUIREMENTS
AND CONFLICT OF INTEREST DISCLOSURE**

The New York State Public Officers Law ("POL"), particularly POL Sections 73 and 74, as well as all other provisions of New York State law, rules and regulations, and policy establish ethical standards for current and former State employees. In submitting its Proposal, the Offeror must guarantee knowledge and full compliance with such provisions for purposes of this RFP and any other activities including, but not limited to, contracts, bids, offers, and negotiations. Failure to comply with these provisions may result in disqualification from the procurement process, termination, suspension or cancellation of the contract and criminal proceedings as may be required by law.

The Offeror hereby submits its affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations.

Please provide below an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations. Please attach additional pieces of paper as necessary.

Carelon Behavioral Health, Inc. hereby provides an affirmative statement as to the absence of conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations.



Department of
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New York State Required Certifications
RFP entitled: "Mental Health and Substance
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Certification Under Executive Order No. 16

Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found

<https://www.governor.ny.gov/executive-order/no-16-prohibiting-state-agencies-and-authorities-contracting-businesses-conducting> .

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

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

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

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

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



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New York State Required Certifications
RFP entitled: "Mental Health and Substance
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Signature: _____

PRINT SIGNATORY'S NAME: _____

Date: 4-13-2023

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF } NY

Sworn Statement:

COUNTY OF } Monmouth

On the 13th day of April in the year 2023, before me personally appeared _____, known to me to be the person who executed the foregoing instrument and say that he maintains an office at 200 State St.
Town of Boston
County of Suffolk, State of MA; and further that:

____ (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 Caelon Behavioral Health, Inc., 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 the _____ 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 _____

Date: 4/13/23

ATTACHMENT 8



**Department of
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**Non-Material Deviations Template
RFP entitled: "Mental Health and Substance
Use (MHSU) Disorder Program"**

Offeror Name: Carelon Behavioral Health, Inc.

An Offeror is required to use this Non-Material Deviations Template when submitting any proposed non-material deviations and/or alternates. Any non-material deviations proposed by an Offeror must be submitted on this attachment, not an alternative document. Offeror's proposed deviations must be submitted with its Proposal. Each proposed deviation (addition, deletion, counteroffer or modification) must be specifically enumerated, in a writing, which is not part of a pre-printed form. The writing must identify the specific Solicitation requirement (if any) the Offeror rejects or proposes to modify by inclusion of deviation.

The Offeror must enumerate the proposed deviation (addition, deletion, counteroffer or modification) from the Solicitation, and the reasons. Every column of the template must be completed.

- ☐ An Offeror must check this box to affirmatively indicate if it is not submitting any proposed non-material deviations.

Deviation Number	RFP Page #	Section Reference	Proposed Deviation with Detailed Explanation
1	115 - 121	Section 8: Additional Provisions	Offeror proposes the addition of the following language to comply with 42 C.F.R. Part 2 regulations: <i>Substance Use Disorder Records. To the extent that PHI exchanged between the parties includes information on an individual's Substance Use Disorder, the parties agree to comply with the applicable requirements of 42 C.F.R. Part 2 ("Confidentiality of Substance Use Disorder Patient Records") including its provisions on disclosure and redisclosure of said information.</i>

ATTACHMENT 12



**New York State Subcontractors and Suppliers RFP
entitled: "Mental Health and Substance Use (MHSU)
Disorder Program"**

Offeror Name: Carelon Behavioral Health, Inc.

As stated in Section 2 of this RFP, an Offeror is encouraged to use New York State businesses in the performance of Program Services. Please complete the following exhibit to reflect the Offeror's proposed utilization of New York State businesses.

Name(s) of New York Subcontractors and/or Suppliers	Address, City, State, and Zip Code	Description of Services or Supplies Provided	Estimated Value Over 5-Year Contract Period	Identify if Subcontractor and/or Supplier
Enterprise Ink Corp. dba Green Earth Enterprises	315 West 36th St - 2nd Floor New York, NY 10018	Printing & mail services	\$5,000.00	Supplier