



New York State Department of Civil Service

Optum response to Mental Health and Substance Use (MHSU) Disorder Program

Administrative Proposal

Date

May 3, 2023

Contact

Dan Couser
Vice President, Empire Plan
Optum Programs
P 1-518-313-4762
E daniel.couser@optum.com

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optum.com
11000 Optum Circle, Eden Prairie, MN 55344

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DISCLAIMER



11000 Optum Circle
Eden Prairie, MN 55344

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4.1 Offer Letter

Date: April 25, 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"

Optum 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.

Optum 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.

Optum 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).

Optum 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 Optum delivers to the Department of Civil Service written notice withdrawing its Proposal.

Optum'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.

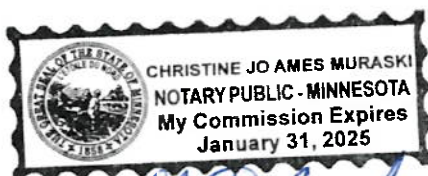
Complete Electronic Master Proposal:

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

Name:	Dan Couser
Address:	13 Cornell Road, 2 nd Floor, Latham, NY 12110
Phone number:	(518) 313-4762
Email address:	daniel.couser@optum.com

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 **Optum** 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 **Optum**.



A handwritten signature in blue ink, which appears to read "Jeff Grosklags".

Signature Jeffrey Grosklags
CFO

ATTACHMENT 3



Department of
Civil Service

Formal Offer Letter
RFP entitled: "Mental Health and Substance Use
(MHSU) Disorder Program"

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota }
: ss.:
COUNTY OF Hennepin }

On the 25 day of April in the year 2023, before me personally came:
Jeffrey Grosklags, to me known, who, being by me duly sworn, did
depose and say that he/she/they reside(s) in Eden Prairie, MN; that
he/she/they is (are) CFO (the President or other officer or director or attorney in
fact duly appointed) of United Behavioral Health (Optum), 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 and Office of Person Taking Acknowledgment

PARTNERSHIP ACKNOWLEDGMENT

STATE OF }
: ss.:
COUNTY OF }

On the day of in the year 200, before me personally came:
to me known, who, being by me duly sworn, did depose and say that he reside(s) in
; that he is
(the General/Managing Partner or other officer or attorney in fact duly
appointed) 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 the purposes set forth
therein; and that, pursuant to that authority, he executed the foregoing instrument in the name and on behalf of said partnership as
the act and deed of said partnership.

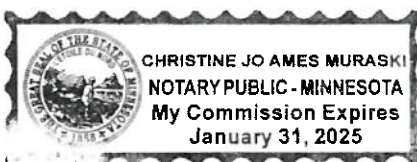
Signature and Office of Person Taking Acknowledgment

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Minnesota }
: ss.:
COUNTY OF Hennepin }

On the 25 day of April in the year 2023, before me personally appeared:
Jeffrey Grosklags, 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
11000 Optum Circle, Town of Eden Prairie,
County of Hennepin, State of Minnesota; and that he executed the foregoing instrument in his/her
name and on his/her own behalf.

Notary Public



4.2 Offeror attestation form

Please see the following page for our Offeror Attestation Form.

ATTACHMENT 13



**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:	United Behavioral Health (Optum)	
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

Signature: _____

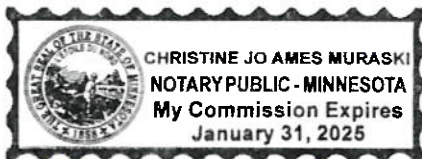
Title: CFO

A handwritten signature in blue ink, appearing to read "Jeffrey Grosklags", written over a horizontal line.

PRINT SIGNATORY'S NAME: _____

Jeffrey Grosklags

Date: April 25, 2023



A handwritten signature in blue ink, appearing to read "Christine Jo Ames Muraski", written over a horizontal line.

ATTACHMENT 13



**Department of
Civil Service**

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

CORPORATE ACKNOWLEDGMENT

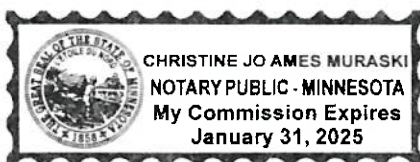
STATE OF Minnesota }
COUNTY OF Hennepin } :SS.:
On the 25 day of April in the year 20 23 , before me
personally came: Jeffrey Grosklags , to me known, who,
being by me duly sworn, did depose and say that he/she/they reside(s) in
Eden Prairie, MN ; that he/she/they is (are)
CFO (the President or other officer or director or attorney in fact
duly appointed) of United Behavioral Health (Optum) , 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]
Signature and Office of Person Taking Acknowledgment

PARTNERSHIP ACKNOWLEDGMENT

STATE OF }
COUNTY OF } :SS.:
On the day of in the year 202 , before me personally came:
to me known, who, being by me duly sworn, did depose and say
that he reside(s) in ; that he is
(the General/Managing Partner or other officer or attorney
in fact duly appointed) 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 the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing
instrument in the name and on behalf of said partnership as the act and deed of said partnership.
Signature and Office of Person Taking Acknowledgment

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Minnesota }
COUNTY OF Hennepin } :SS.:
On the 25 day of April in the year 20 23 , before me personally appeared:
Jeffrey Grosklags , 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
11000 Optum Circle , Town of Eden Prairie ,
County of Hennepin , State of Minnesota ; and that he executed the foregoing
instrument in his/her name and on his/her own behalf.
[Signature]
Notary Public



4.3 Subcontractors or affiliates

Please see the following page for our Subcontractors or Affiliates (Attachment 9).

**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 United Behavioral Health (Optum)				For covered agency use only Contract number or description	
Contractor's principal place of business 425 Market Street		City San Francisco	State CA	ZIP code 94105	
Contractor's mailing address (if different than above)					
Contractor's federal employer identification number (EIN) 94-2649097			Contractor's sales tax ID number (if different from contractor's EIN)		
Contractor's telephone number 952 205-1000			Covered agency name New York State Department of Civil Service		
Covered agency address Office of Financial Administration, Floor 17, Albany, NY 12239					Covered agency telephone number 518 457-2487

I, Jeffrey Grosklags, hereby affirm, under penalty of perjury, that I am CFO
 (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.

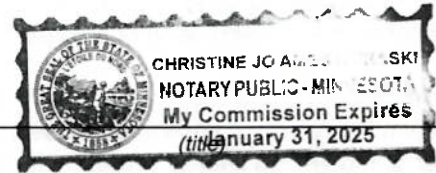
☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
 (insert contract number or description)

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 25 day of April, 2023

(sign before a notary public)

CFO

**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).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF Minnesota }

:

SS.:

COUNTY OF Hennepin }

On the 25 day of April in the year 2023, before me personally appeared Jeffrey Grosklags,
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 11000 Optum Circle,
Town of Eden Prairie,
County of Hennepin,
State of Minnesota; 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.

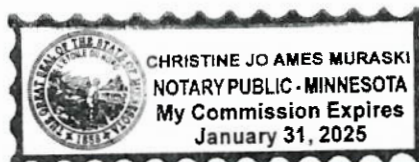
☒ (If a corporation): _he is the CFO
of United Behavioral Health (Optum), the corporation described in said instrument; that, by authority of the Board
of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for
purposes set forth therein; 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.

Christine Jo Ames Muraski
Notary Public

Registration No. 1176502600033



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

Optum agrees to comply with all insurance provisions, along with its subcontractors.

To comply with coverage provisions of the WCL regarding workers' compensation insurance coverage, we have provided Form C-105.2.

To comply with coverage provisions of the WCL regarding disability benefits, we have provided Form DB-120.1.

Please see our forms and insurance certificates on the following pages.

TRAVELERS
Document Management
CSS
300 Windsor Street
Hartford, CT 06120

New York State Department of Civil Service
Attn: Office of Financial Administration, Floor 17
Agency Building 1, Empire State Plaza
Albany, New York 12239



**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) United Behavioral Health (Optum) 11000 Optum Circle Eden Prairie, Minnesota 55344 Work Location of Insured <i>(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured (888) 445-8745 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 942649097
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) New York State Department of Civil Service Attn: Office of Financial Administration, Floor 17 Agency Building 1, Empire State Plaza Albany, New York 12239	3a. Name of Insurance Carrier THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT 3b. Policy Number of entity listed in box "1a" UB-6R864629-22-NC-T 3c. Policy effective period 05/01/2022 to 05/01/2023 3d. The Proprietor, Partners or Executive Officer are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Bessie Fletcher
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Bessie Fletcher 03/15/2023
(Signature) (Date)

Title: Sr. Customer Solutions Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: 804-527-4812

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

OPTUM SERVICES INC.
9900 BREN RD EAST
MINNETONKA, MN 55343

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number

454683454

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

New York State Department of Civil Service
ATTN: Office of Financial Administration
Floor 17
Agency Building 1, Empire State Plaza
Albany, NY 12239

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a

LN729983

3c. Policy effective period

01-01-2023 to 12-31-2023

4. Policy provides the following benefits:

- ☒ A. Both disability and Paid Family Leave benefits.
☐ B. Disability benefits only.
☐ C. Paid Family Leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 03-13-2023

By

Elizabeth Tello

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is **COMPLETE**. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed

By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number

Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Healthcare.AccountsCSS@marsh.com Fax: 212-948-1307	CONTACT NAME: Enterprise Risk Financing & Insurance PHONE (A/C, No, Ext): (952) 936-1650 E-MAIL ADDRESS: eis@uhg.com FAX (A/C, No): 888-299-6422
INSURED UNITED BEHAVIORAL HEALTH (OPTUM) C/O UNITEDHEALTH GROUP 9900 BREN ROAD EAST MINNETONKA, MN 55343	INSURER(S) AFFORDING COVERAGE INSURER A: Beazley Insurance Company, Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
CN101631729-MAIN-CRIME-22-24	NAIC # 37540

COVERAGES

CERTIFICATE NUMBER:

CHI-010055268-03

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	CRIME INCLUDING 3RD PARTY COVERAGE			V23E7D220501	05/01/2022	05/01/2023	LIMIT PER OCCURRENCE 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: MENTAL HEALTH AND SUBSTANCE USE (MHSU) DISORDER PROGRAM

CERTIFICATE HOLDER

CANCELLATION

NEW YORK STATE DEPARTMENT OF CIVIL SERVICE
OFFICE OF FINANCIAL ADMINISTRATION
FLOOR 17 AGENCY BUILDING 1, EMPIRE STATE PLAZA
ALBANY, NY 12239

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400 Attn: Healthcare.AccountsCSS@marsh.com Fax: 212-948-1307	CONTACT NAME: Enterprise Risk Financing & Insurance PHONE (A/C, No, Ext): (952) 936-1650 E-MAIL ADDRESS: eis@uhg.com FAX (A/C, No): 888-299-6422
CN101631729--Cyber-22-24	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED UNITED BEHAVIORAL HEALTH (OPTUM) C/O UNITEDHEALTH GROUP 9900 BREN ROAD EAST MINNETONKA, MN 55343	NAIC # 24147

COVERAGES

CERTIFICATE NUMBER:

CHI-010055269-04

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	CYBER LIABILITY			MWZZ315407-24	05/01/2022	05/01/2024	EACH CLAIM AGGREGATE 10,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: MENTAL HEALTH AND SUBSTANCE USE (MHSU) DISORDER PROGRAM

CERTIFICATE HOLDER

NEW YORK STATE DEPARTMENT OF CIVIL SERVICE OFFICE OF FINANCIAL ADMINISTRATION FLOOR 17 AGENCY BUILDING 1, EMPIRE STATE PLAZA ALBANY, NY 12239	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400 Attn: Healthcare.AccountsCSS@marsh.com Fax: 212-948-1307	CONTACT NAME: Enterprise Risk Financing & Insurance PHONE (A/C, No, Ext): (952) 936-1650 E-MAIL ADDRESS: eis@uhg.com FAX (A/C, No): 888-299-6422
INSURED UNITED BEHAVIORAL HEALTH (OPTUM) C/O UNITEDHEALTH GROUP 9900 BREN ROAD EAST MINNETONKA, MN 55343	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: XL Specialty Insurance Company INSURER C: Travelers Property Casualty Company of America INSURER D: INSURER E: INSURER F:
CN101631729-ALL-GAWUP-22-24	NAIC # 24147 37885 25674

COVERAGES

CERTIFICATE NUMBER:

CHI-010055265-02

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			MWZY315405-24	05/01/2022	05/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			MWTB315404-24	05/01/2022	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			US00075258L122A	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	UB-6R864629-22-NC-T (AOS) UB-6R80648A-22-NC-R (MA & WI) HWXJUB-472M4779-TIL-22 (XWC OH) (SIR \$2M - XWC OH)	05/01/2022 05/01/2022 05/01/2022	05/01/2023 05/01/2023 05/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Managed Care Prof. Liab / E&O Retro Date: 1/1/77			MWZZ315406-24	05/01/2022	05/01/2024	Each Claim \$ 10,000,000 Annual Aggregate \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: MENTAL HEALTH AND SUBSTANCE USE (MHSU) DISORDER PROGRAM / ADDITIONAL INSURED: NEW YORK STATE DEPARTMENT OF CIVIL SERVICE
THE GENERAL LIABILITY, AUTOMOBILE AND UMBRELLA LIABILITY POLICIES INCLUDE A BLANKET ADDITIONAL INSURED ENDORSEMENT FOR PERSONS OR ORGANIZATIONS WHERE THE NAMED INSURED IS OBLIGATED TO PROVIDE SUCH STATUS BY WRITTEN CONTRACT OR AGREEMENT, ONLY TO THE MINIMUM EXTENT REQUIRED AND SUBJECT TO POLICY TERMS AND CONDITIONS. GENERAL LIABILITY AND AUTO LIABILITY COVERAGES APPLY ON A PRIMARY AND NON-CONTRIBUTORY BASIS FOR PERSONS OR ORGANIZATIONS WHERE THE NAMED INSURED IS OBLIGATED TO PROVIDE SUCH STATUS BY WRITTEN CONTRACT OR AGREEMENT, ONLY TO THE MINIMUM EXTENT REQUIRED AND SUBJECT TO POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER

CANCELLATION

NEW YORK STATE DEPARTMENT OF CIVIL SERVICE
OFFICE OF FINANCIAL ADMINISTRATION
FLOOR 17 AGENCY BUILDING 1, EMPIRE STATE PLAZA
ALBANY, NY 12239

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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Offeror Affirmation of Understanding and Agreement (Attachment 1)

Please see the following page for our signed Offeror Affirmation of Understanding and Agreement (Empire Attachment #1).

ATTACHMENT 1



**Department of
Civil Service**

Offeror Affirmation of Understanding and Agreement

As a prerequisite for participating in this Request for Proposals entitled "**Mental Health and Substance Use (MHSU) Disorder Program**", an Offeror must provide the following Affirmation of Understanding and Agreement to comply with these procurement lobbying restrictions in accordance with State Finance Law §§139-j and 139-k. Attachment 1 should be completed by the Offeror and emailed, and/or mailed to the Designated Contact as set forth in Section 2 of the RFP.

Offeror Affirmation and Agreement

The Offeror affirms that it understands and agrees to comply with the procedures of the Department of Civil Service relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b). The Department's policies are set out in Attachment 2.

Name of
Offeror:

Optum

By:

(Signature)

Name:

Jeffrey Grosklags

Title:

CFO

Email:

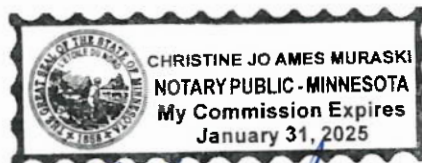
jeffrey.grosklags@optum.com

Address:

1100 Optum Circle, Eden Prairie, MN 55344

Date:

April 25, 2023



New York State Required Certifications (Attachment 7)

See the following page for our signed New York State Required Certifications form (Empire Attachment #7).

ATTACHMENT 7



**Department of
Civil Service**

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

Offeror Name: Optum

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-I requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (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.

ATTACHMENT 7



**Department of
Civil Service**

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

(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.

We affirm the absence of any existing, or potential for, conflict of interest on the part of Optum due to prior, current or proposed contracts, engagements or affiliations.

ATTACHMENT 7



**Department of
Civil Service**

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

**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.

ATTACHMENT 7



Department of
Civil Service

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

Signature: [Signature] Title: CFO

PRINT SIGNATORY'S NAME: Jeffrey Grosklags Date: April 25, 2023

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT
STATE OF } Minnesota

Sworn Statement:

COUNTY OF } Hennepin

On the 25 day of April in the year 2023, before me personally appeared
Jeffrey Grosklags, known to me to be the person who executed the foregoing
instrument, who, being duly sworn by me did depose and say that he maintains an office at
Town of Eden Prairie, MN
County of Hennepin, State of MN; and further that:

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

X (If a corporation): he is the CFO of
United Behavioral Health (Optum), 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.

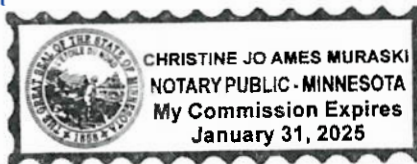
 (If a partnership): he is the of
 , the partnership described in said instrument; that, by the terms of said
partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth
therein; and that, pursuant to that authority, he executed the foregoing instrument 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

[Signature]

Date: 4/25/23



Non-Material Deviations Template (Attachment 8)

See the following page for our Non-Material Deviations Template (Empire Attachment #8).

ATTACHMENT 8



**Department of
Civil Service**

Non-Material Deviations Template RFP entitled: “Mental Health and Substance Use (MHSU) Disorder Program”

Offeror Name: Optum

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

New York State Subcontractors and Suppliers (Attachment 12)

Please see the following pages for our New York State Subcontractors and Suppliers table (Empire Attachment #12).

ATTACHMENT 12



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

Offeror Name: Optum

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
RR Donnelley & Sons Company (RRD)	35 West Wacker Drive, Chicago, IL 60601	General Print/Fulfillment	\$500,000	Supplier