



## **NEW YORK STATE UNIFIED COURT SYSTEM**

Office of Court Administration  
Division of Grants, Contracts & Procurement

Request for Proposals #OCA-DGCP-044  
New York State Multi-Site Mental Health Screening and  
Assessment Tool

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\* Attachments are available for download from the Unified Court System’s Current Solicitation webpage:  
<http://ww2.nycourts.gov/admin/bids/currentsolicitations.shtml>

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## I. PROJECT INFORMATION

The New York State Unified Court System (“UCS”), Division of Grants, Contracts and Procurement (“DGCP”) is soliciting sealed proposals via this Request for Proposals (“RFP”) for the purpose of developing and implementing a mental health screening tool with a risk need responsivity (RNR)<sup>1</sup> + risk for violence assessment (RNR/V) and risk-responsive case management protocol for use in adult mental health courts (MHCs). The Awarded Contractor will deliver a comprehensive final report detailing the development process, validation outcomes, and implementation recommendations, as well as providing training materials and documentation to support practitioners in administering the tool (the “Project”).

UCS anticipates the Awarded contractor will begin to perform the Project Services (as set forth in Article V below) on or about July 1, 2025.

## II. BACKGROUND INFORMATION

The mission of the UCS is to deliver equal justice under the law and to achieve the just, fair and timely resolution of all matters that come before our courts. In the service of our mission, the UCS is committed to operating with integrity and transparency, and to ensuring that all who enter or serve in our courts are treated with respect, dignity, and professionalism. We affirm our responsibility to promote a court system free from any and all forms of bias and discrimination and to promote a judiciary and workforce that reflect the rich diversity of New York State. More information about the UCS is available at <https://www.nycourts.gov>.

UCS currently operates forty (40) Mental Health Courts (MHCs) in twenty-eight (28) counties in New York State, with an anticipated expansion of sites in 2025. MHCs are designed to link justice-involved individuals living with a mental illness to the recommended treatment and community-based services, monitor the individual’s engagement in the services, and successfully divert individuals out of the criminal justice system. Utilizing a screening tool tailored to this specific population will not only enhance outcomes for mental health court participants but also inform data driven policy and practice, improve public safety, and enable the efficient allocation of resources.

The Project budget allocates the maximum available funding of \$900,000 for the multi-year Contract Term to accomplish the Project Services and Deliverables required. Applicants will be required to submit four (4) budgets corresponding with each year of the Contract Term, as indicated in section VII

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<sup>1</sup> Risk-Need-Responsivity theory is a theory of crime prevention rooted in behavioral psychology, primarily in the social learning theory. The risk principle tells us who should be targeted by treatment courts. The risk principle tells us that interventions are most effective for the high-risk individuals. The need principle tells us what behaviors should be targeted as we work with individuals. Needs are the risk factors that are amenable to change. The responsivity factor tells us how to intervene.

Andrews, D.A. & Bonta, J. (2017). *The Psychology of Criminal Conduct, 6<sup>th</sup> Ed.* New York, NY: Rutledge, 178-182.

Required Documents, d. Line-Item Budgets. Allocations subsequent to the first budget period are dependent upon fiscal year appropriations.

**Key Bid Dates** (Note: OCA reserves the right to modify any Key Bid Date as it may deem appropriate.)

EVENT	DATE
<b>Bid Issue Date</b>	May 13, 2025
<b>Initial Question Due Date</b>	May 27, 2025 at 2:00PM Eastern
<b>Bid Submission Deadline Date</b>	June 16, 2025 at 2:00PM Eastern
<b>Estimated Contract Start Date</b>	July 1, 2025

**Note:** Throughout this RFP, the terms *bidder*, *proposer*, *vendor*, and *applicant* are used interchangeably, as are *RFP*, *bid* and *solicitation*.

### III. AWARD

#### Term of Award

A single contract (“Contract”) will be awarded to a single successful bidder (“Awarded Contractor”) for an Initial Term of thirty-six (36) months (“Initial Term”). The Contract is expected to commence on or about July 1, 2025 and terminate on or about June 30, 2028 (“Contract Term”). The initial budget period of the Contract will be for nine (9) months, from July 1, 2025 through March 31, 2026.

Any Contract resulting from this solicitation is subject to the approval of the NYS Attorney General and Office of the State Comptroller.

#### Method of Award

A single award will be made pursuant to this RFP. The selected awardee must: (1) meet the minimum qualifications outlined in Article IV below; (2) be a responsible bidder as determined in accordance with the criteria in Article XI (General Specifications); and (3) receive the highest composite (average technical + cost) score in excess of the minimum score as determined by the selection criteria set forth herein.

In the event of a tie composite score, the applicant with the higher cost score, i.e., lowest total cost, will prevail.

Proposals will be reviewed and rated by a team composed of qualified UCS staff, and will be scored as follows:

<b>Technical Criteria (80%)</b>	<b>Maximum Points</b>
Organizational Capacity	24
Project Services	56
<b>Maximum Technical Points</b>	<b>80</b>
Cost (20%)	20
<b>Maximum Cost Points</b>	<b>20</b>
<b>MAXIMUM TOTAL POINTS</b>	<b>100</b>

*Note: A minimum Technical Criteria point score of 40 (average of all evaluators) is required for an award to be made.*

Detailed criteria are contained in the Evaluation Rating Tool attached as Exhibit 5 hereto. Cost submissions will be scored as follows:

The proposal with the lowest cost will be awarded maximum cost points (20); each higher cost proposal will be awarded points according to the following formula:

$$\text{Lowest cost proposal} \div \text{Higher cost proposal} \times 20$$

For example: Assuming the lowest cost proposal is \$100, and the next higher cost proposal is \$125, the \$100 cost proposal would be awarded 20 points and the \$125 cost proposal 20 points based on the following computation:

$$100 \div 125 = (.8) \times 20 = 16$$

**IV. MINIMUM QUALIFICATIONS**

Proposals will be considered only from applicants who have at least three (3) years of experience developing and implementing a validated comprehensive risk and needs screening tool and, furthermore performing services relevant to those described herein.

**V. PROJECT SERVICES AND DELIVERABLES**

UCS seeks proposals describing how the applicant will provide the services and deliverables listed below (collectively, “Project Services”). The Awarded Contractor shall be required to:

1. Review existing mental health screening and Risk-Need-Responsivity (RNR) tools validated for use with justice-involved adults. This includes the male and female felony and misdemeanor population, with varied race, ethnicity, socioeconomic status, and geographic settings.

2. Develop (or adapt an existing nonproprietary tool from the public domain) a mental health screening and assessment tool for use in Mental Health Courts (MHCs), to identify and address the comprehensive needs of justice-involved adults living with mental illness. These needs may include trauma, postpartum conditions, risk of violence, history of exposure to violence, and co-occurring substance use disorders. The tool must include mental health screening with a Risk Needs Responsivity plus Risk of Violence (RNR/V) -based assessment and risk-responsive case management protocol, embedded into the daily practice of diverse MHCs an RNR/V assessment tool for statewide MHC implementation (digital and manual) to assess mental health conditions, criminogenic risks, and violence exposure among justice-involved individuals living with mental illness. The tool will integrate structured assessments based on DSM-5 criteria and criminogenic risk models, ensuring accurate identification of behavioral health needs. The tool will include static and dynamic factors including criminal history, mental health symptomology, criminogenic factors, and exposure to trauma and violence. The final product will be known as the New York State Mental Health Screening and Assessment Tool (M-SAT).
3. Implement statewide virtual information sessions for all operational MHCs to provide an overview of the RNR model and introduce the M-SAT. These sessions will also outline the process of integrating the M-SAT into the operations of the MHCs, beginning with a pilot in a selected group of MHCs across New York State. Once informed, MHCs will have the opportunity to volunteer to participate in this pilot project.
4. Select pilot sites from volunteer courts in collaboration with the Office for Justice Initiatives, with the number of sites to be determined based upon sample size requirements needed to obtain representative data. A minimum of six MHC pilot sites will be included.
5. Adapt M-SAT to be compatible for integration into the existing data collection system used by NYS MHCs, the Universal Case Management System, Treatment Services Module (UCMS-TSM). This includes integrating the M-SAT with the NYS Problem Solving Screener in UCMS-TSM and collaborating with OCA's Division of Technology and Court Research (DoTCR) programmers to incorporate the M-SAT into the UCMS-TSM. Once these steps are complete, OCA DoTCR will integrate the M-SAT into the pilot MHC sites UCMS-TSM platform.
6. Develop and deliver in-depth training programs and written materials to support MHC practitioners in administering the tool and to pilot site MHC staff on the development, structure, and administration of the M-SAT, as follows:
  - a. Pre-training calls to each site to determine current court practice and to inform training needs.
  - b. Deliver a one-day onsite training at each pilot site, focusing on the following components:
    - i. Overview of the RNR model, including its principles and application in the court context.

- ii. A detailed review of the tool, including step-by-step instructions on its administration and best practices.
        - iii. Guidance on how to interpret the results of the tool, emphasizing how the information informs risk assessment, decision-making, and case management planning.
        - iv. Work with OCA staff to detail the operationalization of the M-SAT within the UCMS-TSM, ensuring clear protocols for its integration into daily court practices.
      - c. Develop a training manual that includes instructions on administering the M-SAT and interpreting results as well as basic RNR principles.
7. Work collaboratively with each of the pilot MHCs to create a feasible, risk-based case management protocol informed by the M-SAT results.
  - a. Create Risk-Based Case Management Protocol Matrix based upon risk-need and local resources.
    - i. Risk – differentiate the supervision and case management intensity for the MHC based on criminogenic risk factors.
    - ii. Need - identify local resources available for each identified need and modify as needed throughout the pilot.
8. Conduct a pilot test of the M-SAT and the risk-based case management protocol to evaluate their effectiveness and inform broader implementation.
9. Provide ongoing technical assistance to pilot MHCs during M-SAT implementation to address challenges and questions about the tool and case management protocols.
10. Conduct process evaluation activities in the pilot MHCs to assess functionality and effectiveness, as described below:
  - a. Conduct quarterly surveys of each pilot MHC site to monitor the use of the M-SAT.
  - b. Use survey results to identify site specific technical assistance needs and inform modifications.
  - c. Hold two virtual meetings with each pilot MHC site throughout the course of the project to address concerns and to monitor fidelity to project protocols.
11. Validate and re-norm the M-SAT for use in the NYS MHC population, as described below:
  - a. Collect and analyze data from pilot sites to assess reliability and predictive validity within the MHC population.
  - b. Use findings to inform tool refinement and re-norming as needed.
12. Collaborate with the OCA Office for Justice Initiatives, Problem-Solving Justice Division, to support the operationalization and integration of the M-SAT assessment tool across all NYS MHCs.
13. Provide appropriate supervision and oversight of any contractor staff or subcontractors included on this project.
14. Submit a comprehensive report detailing the development process, validation outcomes, and implementation recommendations.

## VI. INSURANCE REQUIREMENTS

Awarded Contractor shall be required to maintain the insurance specified in Exhibit 4 hereto (Insurance Requirements) at its own cost and expense during the Contract Term and any renewal or extension thereof.

## VII. REQUIRED DOCUMENTS

### General Requirements

All documentation must be submitted on prescribed forms, without alteration. Where no form is included or specified, submissions must be single-spaced with one-inch page margins (not including attachments or financial forms) using a 12-point font. Pages should be numbered. To facilitate photocopying, do not permanently bind documents.

***Applicants must submit every document listed below, as well as the documents listed in the Document Enclosure Checklist annexed as Exhibit 1 hereto. Failure to provide all documents in the manner required may result in disqualification of an applicant's proposal.***

***A complete set of the documents required below must be submitted.***

### **a. Narrative Description - Organizational Capacity**

Applicants must submit a narrative description of no more than five (5) pages addressing all of the organizational capacity requirements listed below:

1. Briefly describe the proposer's current principal activities.
2. Describe the organization's experience developing a screening tool for justice-involved adults with mental health diagnosis.
3. Describe the proposer's prior experience developing and implementing a validated comprehensive risk and needs screening tool for multiple sites in a court or criminal justice setting, addressing a diverse population across offenses, demographics, and locations.
4. Provide a copy of a final report detailing the development process, validation outcomes, and implementation recommendations completed by applicant in connection with the above-mentioned services. Please redact any confidential, privileged, or proprietary information. Provide a sample final report if an actual report is not available. This sample report will not count toward the page limit for the narrative description addressing organizational capacity requirements.
5. Provide an organizational chart showing all supervisory staff (this chart will not be included in the page limit).

**b. Project Resumes**

Submit resumes for all staff who will provide Project Services and Deliverables. For those positions currently vacant, submit detailed job descriptions.

**c. Narrative Description - Project Services**

Applicants must submit a narrative description of no more than five (5) pages addressing all of the Project Services requirements listed below.

1. Describe the proposer's staffing plan, including the responsibilities, qualifications, level of effort (percentage of time), and amount of time on-site allocated for each person who will develop and implement the NYS Mental Health Screening and Assessment Tool (M-SAT). Additionally, outline any plans to subcontract awarded funds and provision of Project Services, if applicable.
2. Describe the proposer's plan to review existing mental health screening and Risk-Need-Responsivity (RNR) tools validated for use with justice involved adults. This includes the male and female felony and misdemeanor population, with varied race, ethnicity, socioeconomic status, and geographic settings.
3. Describe how the proposer will develop a mental health screening and assessment tool for use in Mental Health Courts (MHCs) or adapt an existing nonproprietary tool from the public domain, to identify and address the comprehensive needs of justice-involved adults living with mental illness. If proposing to use an existing tool, please describe how the tool is nonproprietary and customizable for the Project Services and does not infringe on the intellectual property rights of any third-party. These needs may include trauma, postpartum conditions, risk of violence, history of exposure to violence, and co-occurring substance use disorders.
4. Describe the proposer's plan to integrate a mental health screening with a RNR plus Risk of Violence (RNR/V) -based assessment and risk-responsive case management protocol, embedded into the daily practice of diverse pilot MHCs. The final product will be known as the New York State Mental Health Screening and Assessment Tool (M-SAT).
5. Describe how the proposer will implement statewide virtual informational sessions to all operational MHCs with the purpose of providing an overview of the RNR model and introduce the M-SAT. These sessions should also outline the process of integrating the M-SAT into the operations of the MHCs, beginning with a pilot in a selected group of MHCs across New York State.
6. Provide a detailed plan describing how the proposer will collaborate with the Office for Justice Initiatives to select pilot sites from volunteer courts (number of pilot sites to be determined based upon sample size requirements to obtain representative data, a minimum of six MHC pilot sites).

7. Provide a detailed description of the proposer's plan to adapt the M-SAT to be compatible for integration into the existing data collection system used by NYS MHCs, the Universal Case Management System, Treatment Services Module (UCMS-TSM). Include details on how the proposer will integrate the M-SAT with the NYS Problem Solving Screener in UCSM-TSM; and collaborate with OCA's Division of Technology and Court Research (DoTCR) to program and integrate the M-SAT into UCMS-TSM platform.
8. Provide a detailed plan describing the proposer's plan for performing in-depth training to pilot site MHC staff on the M-SAT model, including the development, structure, and administration of the M-SAT. Include details on how the proposer will host pre-training calls to each site to determine current court practice and to inform training needs; deliver one-day onsite training at each pilot site; and develop a training manual on administering the M-SAT and interpreting results as well as basic RNR principles.
9. Describe the proposer's plan to work collaboratively with each of the pilot MHC to create a feasible, risk-based case management protocol informed by the M-SAT results. This process includes creating Risk & Need matrices, where risk differentiates between the supervision & case management intensity for the MHC based on criminogenic risk factors, and need identifies local resources available for each identified need.
10. Describe the proposer's plan to conduct a pilot test of the M-SAT and the risk-based case management protocol to evaluate their effectiveness and inform broader implementation.
11. Describe how the proposer will provide ongoing technical assistance to pilot MHCs during M-SAT implementation to address challenges and questions about the tool and case management protocols.
12. Provide a detailed description of the proposer's plan to conduct process evaluation activities in the pilot MHCs to assess functionality and effectiveness. Include details of how the proposer will conduct quarterly surveys of each pilot MHC site to monitor the use of the M-SAT; use the survey results to identify site specific technical assistance needs and inform modifications; and hold two (2) virtual meetings with each pilot MHC site throughout the course of the project to address concerns and to monitor fidelity to project protocols.
13. Provide a detailed plan describing the proposer's plan to validate and re-norm the M-SAT for use in the New York State MHC population, which must include collecting and analyzing data from the pilot MHC sites, and using the findings to inform tool refinement and re-norming as needed.
14. Describe the proposer's plan to collaborate with OCA Office for Justice Initiatives, Problem-Solving Justice Division, to support the operationalization and integration of the M-SAT assessment tool across all NYS MHCs.

**d. Line-Item Budget Proposal**

Applicants must submit four (4) line-item budget proposals indicating the total amount of funding requested *for each period* (“Budget Period”), indicated below, within the Contract Term. The budgets must be submitted on the Required Budget Form available at

<http://nycourts.gov/admin/bids/currentsolicitations.shtml>.

The Required Budget Forms shall set forth the Applicant’s operating costs (“Operating Budget”) for the entire Project, and the maximum amount of available funding for the multi-year project shall not exceed the amount of \$900,000. Please note, the maximum compensation for the Contract Term is the maximum amount that may be awarded during the entire three (3) year period, but the actual amount allocated for each fiscal year is dependent upon appropriations.

Proposals listing total budgeted costs in excess of the Maximum Available Funding set forth in Article II above may be subject to disqualification.

Proposals should include budgeted costs for on-site training, consultation, materials, and other expenses. Also include any travel expenses expected in relation to this project, which will be reimbursed in accordance with the UCS Financial Planning and Control Manual.

Note that there shall be no other charge, cost, reimbursement, or expense of any kind payable by UCS in connection with or arising from the performance of the Project Services. Applicant shall be solely responsible for all costs and expenses incurred in connection with the performance of Project Services that are not expressly included in its budget.

1. The Budget Periods are as follows:

1. July 1, 2025 – March 31, 2026 (9 months)
2. April 1, 2026 – March 31, 2027 (12 months)
3. April 1, 2027 – March 31, 2028 (12 months)
4. April 1, 2028 – June 30, 2028 (3 months)

2. The maximum budget for the Contract Term (July 1, 2025 – June 30, 2028) is \$900,000.

3. Non-Allowable Costs/Expenses

The following items *may not be included* in applicant’s budget:

- Major capital expenditures
- Interest costs
- Fundraising costs
- Advertising costs except for recruitment of Project Services personnel
- Entertainment costs

**e. Budget Narrative**

Applicant must submit a narrative of not more than three (3) pages that briefly describes the expenses included in each budget and budget category of its budget proposal, and how they relate to the Project Services. The Personal Services description must include a brief description of responsibilities. The Non-Personal Services (NPS) description must include a brief description of how each expense category relates to the provision of Project Services. For travel expenses, if any, explain which staff will be traveling and the destination, purpose, and frequency of travel.

**f. Additional Documents**

In addition to the documents listed above, applicants must submit all documents listed in the Document Enclosure Checklist attached as Exhibit 1 hereto.

**VIII. SUBMISSION OF PROPOSAL**

**a. Proposal Delivery**

Applicants shall deliver ONE signed, hard copy original of its application, with all required documents, to:

NYS Unified Court System  
Division of Grants, Contracts & Procurement  
2500 Pond View, Suite 104  
Castleton-on-Hudson, New York 12033  
ATTN: Kathleen Roberts

All proposals must also be labeled with the following information on two sides:

**“Deliver immediately to Kathleen Roberts”**

**“Sealed Application - Do not open”**

**“RFP # OCA-DGCP-044 NYS Multi-Site Mental Health Screening and Assessment Tool – Due  
June 16, 2025 at 2PM Eastern”**

**Proposals will not be accepted electronically or by fax.**

**b. Submission Deadline**

Applications must arrive at the address above by no later than **Monday, June 16, 2025, at 2PM Eastern Time (Eastern)**.

## IX. QUESTIONS

Any and all questions applicants may have in connection with this RFP are to be directed by email only to:

Kathleen Roberts  
kmroberts@nycourts.gov

Please indicate in “Subject” field: RFP # OCA-DGCP-044 NYS Multi-Site Mental Health Screening and Assessment Tool Question(s)

The deadline to submit questions is **Tuesday, May 27, 2025, at 2PM Eastern**. No questions will be entertained after this deadline. A written Questions & Answers (Q&A) listing all questions received and their answers will be posted on the UCS website at [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids) in the Addenda column for the appropriate solicitation and mailed to the applicants list promptly after this deadline.

**IMPORTANT:** Contact by any prospective applicant, or any representative thereof, with any other personnel of the UCS in connection with this RFP may violate the Procurement Lobbying Act of 2005 (see Attachment IV), will jeopardize the respective applicant's standing and may cause rejection of its proposal.

## X. PRE-BID CONFERENCE

A pre-bid conference will not be held.

## XI. GENERAL SPECIFICATIONS

The terms and conditions set forth below are binding on, and incorporated into this RFP, the Bidder's proposal, and any contract resulting from this RFP.

### **Access to Court Facilities**

Awarded contractor must comply with all applicable location rules, policies, guidelines and procedures in order to be granted access to court facilities. Where applicable to the performance of work under an awarded contract, bidders shall be wholly responsible for familiarity with the physical layout and access to the courts and buildings in question, including but not limited to, roadways, overhangs, parking, security, elevators, required access permits or insurance certificates. Court staff cannot modify security measures, access protocols, or parking restrictions to facilitate awarded contractor's entrance to or egress from court facilities unless required to do so by law.

### **Binding Nature of Bid/Proposal on Bidders**

All bids/proposals shall remain binding on bidders until such time as UCS/OCA provides written notification of its intent to award the contract to a specific bidder or until the bidder requests withdrawal of its bid/proposal in writing, and such withdrawal is accepted by UCS/OCA in its sole discretion in accordance with applicable law, whichever occurs first.

### **Charities Registration (not-for-profit corporations only)**

Not-for-profit corporation vendors must be registered with the New York State Office of the Attorney General as a charitable organization, and the registration must be up to date at the time of contract approval. Vendors must be sure all their documents are up-to-date and comply with the vendor responsibility requirements as outlined below. To determine the status of your charities registration with the Attorney General, contact: [https://www.charitiesnys.com/RegistrySearch/search\\_charities.jsp](https://www.charitiesnys.com/RegistrySearch/search_charities.jsp)

### **Clarification/Correction of Bids/Proposals**

In addition to any rights articulated elsewhere in this solicitation, UCS reserves the right to require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of this solicitation. This clarifying information, if requested in writing by UCS, must be submitted by the bidder, in accordance with formats as prescribed by UCS at the time said information is requested and, if received by the due date set forth in UCS's request for clarification, shall be included as a formal part of the bidder's proposal. Clarifying information, if any, whether provided orally, visually, or in writing, will be considered in the evaluation process. Failure to provide required information by its associated due date may result in rejection of the bidder's proposal. Nothing in the foregoing shall mean or imply that UCS is obligated to seek or allow clarifications or corrections as provided for herein.

### **Compliance with Laws**

Prior to and during the provision of all services under the contract resulting from this RFP, awarded contractor(s) must comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to fire, health, and safety codes.

### **Confidential/Proprietary Information**

If applicable, applicants should specifically identify those portions of the proposal deemed to contain confidential or proprietary information or trade secrets, and, upon request, must provide justification why such material should not be disclosed to parties other than UCS and the Offices of the New York State Attorney General and Comptroller. Applicants are advised that any material deemed confidential by applicant may still be subject to disclosure in connection with any governmental or judicial proceeding or inquiry or as may be required by applicable law, including but not limited to Article 6 of the New York Public Officers Law (Freedom of Information Law). Such confidential/proprietary information must be easily separable from the non-confidential sections of the proposal.

### **Confidentiality and Data Security**

Awarded contractor acknowledges that any and all information, records, files, documents, or reports contained in any media format provided to the awarded contractor by the UCS, or which may be otherwise encountered by awarded contractor, shall be considered extremely confidential and shall be

handled accordingly at all times. Neither the awarded contractor nor any of its employees, servants, vendors, agents or volunteers shall at any time be permitted to utilize such confidential information for any purpose outside the scope of any resulting agreement from this RFP without the express prior written authorization of UCS. Any breach of this confidentiality by the awarded contractor or by any of its employees, servants, subcontractors, agents, or volunteers, may result in the immediate termination of any resulting agreement by UCS and may subject the awarded contractor to further penalties.

Awarded contractor shall use, and require its employees and authorized agents to use, at least the degree of care a reasonably prudent person would use to protect and prevent improper access to the records.

Awarded contractor is prohibited from maintaining confidential files and records provided to or generated by awarded contractor in a mobile or portable device. Remote access to the UCS confidential information is prohibited unless industry standard protocols for remote access are in place (e.g., SSL, VPN). In addition, awarded contractor will be required to comply with the data security and confidentiality requirements of other government agencies that supply data to UCS.

### **Contract Terms**

The successful bidder shall be required to comply with the provisions set forth in this RFP, as well as such other provisions contained in an agreement, in form and content satisfactory to UCS in its sole discretion.

### **Estimated Quantities**

Any quantities specified in this solicitation constitute estimates only, and accordingly no commitment or guarantee to reach any specified volume of business is made or implied.

Awarded contractor must accept all requests for services placed by UCS during the term of an awarded contract.

### **Federal Requirements**

If an award made under this bid is funded in whole or in part with federal funds, the bid/award recipient shall, at its cost and expense, promptly and fully comply with, and assist UCS as may be necessary in complying with, any federal requirements applicable to such federal award and funding. It is the responsibility of the applicant to be fully familiar with the federal terms and conditions of the award.

### **Financial Stability**

Upon request by UCS, applicant shall provide its audited financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) for the past three (3) consecutive years and a copy of its last three (3) annual reports.

### **Implied Requirements**

Products and services that are not specifically requested in this solicitation, but which are necessary to provide the functional capabilities proposed by the bidder, shall be included in the offer except as specified herein.

### **Indemnity**

Awarded contractor shall indemnify, defend and hold harmless UCS, its officers and employees from and against any and all claims, causes of action, damages, costs, liabilities and expenses of any kind (including reasonable attorney's fees and the cost of legal defense) which UCS may incur by reason of: (i) awarded contractor's breach of any term, provision, covenant, representation or warranty contained in the contract awarded as a result of this bid; (ii) any act, omission, negligence or intentional misconduct of awarded contractor or its employees, subcontractors, agents, volunteers or of other persons under its direction and control; (iii) awarded contractor's performance or failure to perform under the contract; and (iv) enforcement by UCS of the awarded contract or any provisions thereof.

### **Independent Contractor Status**

It is expressly understood and agreed that the awarded contractor's status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the contractor is an employee of the UCS, OCA or State of New York. The awarded contractor shall be solely responsible for the work, assignment, compensation, benefits, and personal conduct and standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or State of New York to persons, firms, consultants corporations, or other organizations employed or engaged by the awarded contractor, either directly or indirectly, in any capacity whatsoever, nor shall the UCS, OCA or State of New York be liable for any acts, omissions, liabilities, obligations or taxes of any nature including, but not limited to, unemployment and Workers' Compensation insurance of the awarded contractor or any of its employees or subcontractors.

### **Inspection of Bidder's/Awarded Contractor's Facilities**

The UCS/OCA reserves the right to inspect bidder's proposed facilities, as part of the bid evaluation. Subsequent to award, awarded contractor's facilities shall be made available for periodic inspection. In all instances, advance notification will be communicated by appropriate UCS personnel.

### **Intellectual Property**

If awarded contractor is required to produce specially commissioned materials pursuant to the awarded Agreement (the "Work"), whether in written form, intangible, on tape, on computer-readable media, or in another tangible form, contractor acknowledges and agrees that UCS shall have the option to: (i) retain a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work; or (ii) be the sole owner of the Work (the Work shall be considered a "work made for hire"), for Work generated under the awarded Agreement at no additional cost to UCS.

### **Minor Bid Irregularities**

Provided the same will not materially benefit or disadvantage any particular bidder or substantially alter the requirements of this bid, UCS may: (i) waive technicalities; (ii) waive minor irregularities, omissions or incompletions in the bid or a bid response; (iii) waive any bid requirements that are unmet by all bidders;

(iv) consider any and/or all alternatives and/or enhancements suggested by the successful bidder; or (v) make an award under the bid in whole or in part and negotiate contract terms and conditions with the successful bidder to meet UCS requirements consistent with such award.

### **Notice of Substantial Change in Contractor's Status**

In addition to complying with the requirements of State Finance Law Section 138 (requiring prior approval of subcontractors and assignments or conveyances), Contractor shall notify UCS of any substantial change in the ownership, membership, or financial viability of the Awarded Contractor in writing immediately upon its occurrence. In addition to any other remedies available at law or in equity, UCS shall have the right to cancel the Contract, in whole or in part, for cause, if it finds, in its sole judgment, that such substantial change adversely affects the delivery of services under the Contract or is otherwise not in the best interests of UCS.

### **Online RFP Package: Disclaimer**

Bidders accessing any UCS/OCA solicitations and related documents from the New York State UCS website [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids) under "Current Solicitations" shall remain solely and wholly responsible for reviewing the respective solicitation and bid documents on the internet regularly, up to the scheduled date and time of the bid/proposal due date, to ensure their knowledge of any amendments, addenda, modifications, or other information affecting the solicitation or bid documents in question.

### **Payment**

Awarded contractor shall send true and accurate invoices on a quarterly basis by email or by conventional mail to such person as UCS/OCA shall designate in the contract resulting from this RFP or by such other method to another person at another address as UCS/OCA shall designate.

Payment shall be made quarterly in arrears and shall be made within thirty (30) days of submission by awarded contractor and approval by UCS of invoices satisfactory to UCS and Office of the State Comptroller.

Payment for services performed under the awarded contract shall be conditioned upon the acceptance and approval of such services. Payment shall also be conditioned on whether those services are sufficiently complete both in accordance with the RFP specifications and to the extent necessary for UCS to utilize those services for their intended purpose.

### **Pricing**

All pricing submitted pursuant to the solicitation shall be net and include all costs for the performance of all services required under this solicitation, including transportation costs.

Other than the pricing submitted on the Required Budget Form, there shall be no other charge, cost, reimbursement or expense of any kind payable by UCS in connection with, or arising from, awarded contractor's performance of the services set forth herein. Awarded contractor shall be solely responsible for all costs and expenses incurred in connection with the performance of such services.

Pricing shall be submitted only on, and in the format prescribed by, the Required Budget Form. Bidder must quote pricing on a cost per employee basis and compute all price extensions prompted by Required Budget Form. In the event of a bidder's miscalculation, the unit price will prevail. UCS reserves the right to make mathematical corrections based on unit price(s). Pricing in the awarded contract for amounts in increments not equal to pricing units indicated in the Required Budget Form will be prorated accordingly.

Pricing will remain unchanged during the Contract Term.

### **Rejected and Unacceptable Bids/Proposals/Awards**

UCS reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, UCS may reject any bids/proposals from any bidders who are in arrears to the State of New York upon any debt or performance of any contract; or who have previously defaulted on any contractual obligations (as contracting party, surety or otherwise) or on any obligation to the State of New York; or who have been declared not responsible or disqualified by any agency of the State of New York, or who have any proceeding pending against them relating to the responsibility or qualification of the bidders to receive public contracts, whose proposal is incomplete or otherwise non-responsive in any material respect; or who are found to be non-responsible based on any of the criteria specified in the section headed "Responsible Bidder."

UCS also reserves the right to reject any bidder: (i) whose facilities and/or resources are, in the opinion of OCA, inadequate or too remote from the UCS locations to render services in a timely manner in accordance with all requirements of this solicitation; (ii) who does not provide references in accordance with the bid specifications, or whose references report significant failure to comply with specifications; or (iii) who are otherwise, in the opinion of OCA, unable to meet specifications.

UCS further reserves the right to set aside a bid award to a successful bidder if it is unsuccessful in negotiating a satisfactory contract within a time frame acceptable to the UCS, in which event UCS may then invite the next responsible and responsive bidder with the next highest evaluation score to enter into negotiations for purposes of executing a contract.

### **Responsible Bidder**

A bidder shall be defined as "responsible" in accordance with, but not limited to: references, past performance history, financial stability, responses to the Vendor Responsibility Questionnaire (see Attachment III-Vendor Responsibility Questionnaire), the criteria set forth in the paragraph headed "Rejected and Unacceptable Bids/Proposals/Awards," as well as any other criteria necessary and reasonable to establish the bidder's responsibility.

### **Silence of the Specifications**

The apparent silence of the specifications contained as part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

## **Subcontracting**

Subcontracting, and any other transfer of any duties or obligations to be performed hereunder, will be permitted only with the prior written consent of UCS to the proposed subcontractors. In the event that bidder proposes to use one or more subcontractors, the specific subcontractors and the services proposed to be performed by such subcontractors, must be listed in bidder's proposal. If a bidder that proposes to use one or more subcontractors is awarded the contract, the award will constitute the prior written approval of UCS to the subcontractors named in the bidder's proposal. All subcontracts shall be in writing and contain provisions which are functionally identical to, and consistent with, the provisions of Contract. Unless waived in writing by UCS, all subcontracts between the Contractor and subcontractors shall expressly name UCS as the sole intended third-party beneficiary of such subcontract. UCS reserves the right to review, approve, or reject any subcontract, as well as any amendments to said subcontract(s), and this right shall not make the UCS or the State of New York a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against UCS or the State.

The awarded contractor will be the prime contractor and will be responsible for all services required by this RFP. The UCS will communicate only with awarded contractor, and the awarded contractor shall remain wholly liable for the performance by, and payment to, any such subcontractors, their employees, agents, consultants or representatives. UCS may require subcontractors to provide evidence of insurance, as applicable, prior to UCS approval. If total compensation to any subcontractor exceeds \$100,000 in the aggregate, the subcontractor must submit and certify a Vendor Responsibility Questionnaire.

Contractor shall give UCS immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor's duties under the Awarded Contract.

## **Termination**

Early termination of the contract for cause may result in, among other consequences, all remedies available to UCS and New York State, including, but not limited to: the awarded contractor both being declared non-responsible by the UCS/OCA pursuant to the UCS and Office of the State Comptroller's guidelines on vendor responsibility and/or being removed from the UCS/OCA applicants list for future solicitations.

### **A. Early Termination for Budget Modification**

1. If the UCS Budget ("Budget") is modified (a "Budget Modification," defined in subsection 2 below) for any State fiscal year included in the term of the awarded contract, in whole or in part (including any renewal or extension term), such that UCS determines, in its sole discretion, that it is necessary to reduce, eliminate, or otherwise modify the budget allocation covering payment thereunder, UCS shall have the option to terminate the awarded contract upon not less than thirty (30) days' notice to awarded contractor, without liability for costs, expenses or damages as a result thereof.

2. For purposes of this subsection A, Budget Modification shall mean and include, with respect to the Budget or any appropriation contained therein:
  - i. any reduction, elimination or restriction upon access thereto as provided by law; or
  - ii. any restriction placed on UCS' spending authority, including any restriction imposed by UCS upon itself in response to a request of the Executive or Legislative Branch of government.
3. Termination hereunder shall be further governed by the termination provisions contained in the awarded contract, as applicable.

**B. Early Termination for Cause**

Early termination of the contract for cause may result in, among other consequences, all remedies available to UCS and New York State, the awarded contractor both being declared non-responsible by the UCS/OCA, pursuant to the UCS and Office of the State Comptroller's guidelines on vendor responsibility and in the awarded contractor's removal from the UCS/OCA's bidders list for future solicitations.

**Unified Court System Self-Insurance**

UCS, a New York State governmental entity, is self-retained for risk of loss and liability.

**Work for Hire**

If awarded contractor produces any materials for UCS pursuant to this RFP, such work shall be deemed "work for hire" and shall be governed by the terms of Exhibit 6 (Appendix B: Terms and Conditions Applicable to Materials Produced Under the Agreement).

**EXHIBIT 1**

**DOCUMENT ENCLOSURE CHECKLIST (2 pages)**

*The documents listed below must be submitted together with applicant’s proposal. Failure to do so as required may disqualify applicant’s response.*

*Documents requiring signature must be duly signed where indicated. The listed documents may not be modified, retyped or amended in any manner.*

**A complete set of RFP documents must be submitted. Failure to provide all documents in the manner required may result in disqualification of an applicant’s proposal.**

- \_\_\_ Proposal Cover Sheet (Exhibit 2)
- \_\_\_ Vendor Assurance and Conflict-of-Interest Disclosure (Exhibit 3)
- \_\_\_ Narrative Description – Organizational Capacity (Article VIII (a))
- \_\_\_ Copy or sample of a final report (Article VIII (a))
- \_\_\_ Organizational chart (Article VIII (a))
- \_\_\_ Project staff resumes (Article VIII (b))
- \_\_\_ Narrative Description - Project Services (Article VIII (c))
- \_\_\_ Line-Item Budgets Proposal/Budget Narratives (Article VIII (d) and Article VIII (e))
- \_\_\_ Certificates of NYS Worker’s Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. (See Exhibit 4 “Insurance Requirements” for a list of accepted forms).
- \_\_\_ Copies of applicant’s certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications (See Exhibit 4 “Insurance Requirements” for a list of accepted forms).
- \_\_\_ Attachment I - Standard Request for Bid Clauses & Forms
  - p.3 - Non-Collusive Bidding Certificate
  - p.4 - Corporate Acknowledgment
- N/A Attachment II – Not Applicable
- \_\_\_ Attachment III – Vendor Responsibility Questionnaire
  - questionnaire filed online via Office of State Comptroller VendRep System and certified within 6 months of the bid opening date, or
  - paper questionnaire
- \_\_\_ Attachment IV – Procurement Lobbying forms
  - Disclosure of Prior Non-Responsibility Determination (UCS 420)

Affirmation of Understanding and Agreement (UCS 421)

**EXHIBIT 2**

**PROPOSAL COVER SHEET**

**NYS Multi-Site Mental Health Screening and Assessment Tool, Five Sites, \$900,000 total available funding**

Legal Name of Applicant	
Executive Director/CEO	
Years of Experience	
Total Funding Requested	
Address	
Phone	
Fax	
Email	
Website Address (not required)	
Federal Tax Identification No. (TIN)	

Vendor's Primary Contact for Proposal Matters:

NAME:		
STREET:		
CITY:	STATE:	ZIP:
TELEPHONE NUMBER:	EMAIL:	

**Verification:**

<b>Authorized representative of Vendor must complete and sign below to verify that each copy of the submitted proposal includes all documents required per the Document Enclosure Checklist (Exhibit 1):</b>	
COMPANY NAME:	
AUTHORIZED OFFICER'S NAME AND TITLE:	
SIGNATURE:	DATE:

\*\*\*\*\*

**Note: Applicants must submit this Proposal Cover Sheet together with all documents listed in the Document Enclosure Checklist attached as Exhibit 1 to this Request for Proposals**

\*\*\*\*\*

**EXHIBIT 3**

**VENDOR ASSURANCE AND CONFLICT-OF-INTEREST DISCLOSURE (3 pages)**

**TO BE COMPLETED ON OFFEROR’S LETTERHEAD**

Date

Kathleen Roberts  
Senior Court Analyst  
NYS OCA Division of Grants, Contracts & Procurement  
2500 Pond View, Suite 104  
Castleton-on-Hudson, NY 12033

Dear Ms. Roberts:

Re: RFP #OCA-DGCP-044 NYS Multi-Site Mental Health Screening and Assessment Tool  
**Vendor Assurance and Conflict of Interest Disclosure**

[INSERT OFFEROR NAME] hereby submits this firm and binding offer to the New York State Unified Court System, the judicial branch of the State of New York, in response to Request for Proposals (RFP) #OCA-DGCP-044 (NYS Multi-Site Mental Health Screening and Assessment Tool ). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP.

[INSERT OFFEROR NAME]’s complete offer is set forth in one bound assembled volume or electronically via email.

[INSERT OFFEROR NAME] hereby affirms that the solution proposed by the Offeror in the Proposal meets or exceeds the service level requirements set forth in the above-referenced RFP, including referenced attachments.

[INSERT OFFEROR NAME] hereby affirms that it knows of no factors existing at time of bid submission or which are anticipated to arise during the procurement or Contract term, which would 1) constitute a potential conflict of interest for Offeror or any subcontractor named in the Proposal, or 2) position the Offeror or any named subcontractor to violate or breach any other contract currently in force with the State of New York:

1. Furthermore [INSERT OFFEROR NAME] hereby attests that it will not act in any manner that is detrimental to any State project on which the Offeror is rendering services. Specifically, Offeror attests that the fulfillment of obligations by the Offeror, as stated in the Proposal, does not violate any existing contracts or agreements between the Offeror and the State;

2. The fulfillment of obligations by the Offeror, as stated in the Proposal, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Offeror has with regard to any existing contracts or agreements between the Offeror and the State;
3. The fulfillment of obligations by the Offeror, as stated in the Proposal, does not and will not compromise the Offeror's ability to carry out its obligations under any existing contracts between the Offeror and the State;
4. The fulfillment of any other contractual obligations that the Offeror has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, the Offeror will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Offeror will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. The Offeror has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.
8. To comply with the requirements outlined under the heading "Responsible Bidder" in Article XI of the above-referenced RFP, Offeror hereby affirms (enter an "X" in the appropriate box):
  - An online Vendor Responsibility Questionnaire has been updated or created within the last six (6) months at the website of the Office of the Comptroller: <https://onlineservices.osc.state.ny.us/Enrollment/login?1>
  - A hard copy Vendor Responsibility Questionnaire is included with the Proposal and is dated within the last six (6) months.
  - A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental agencies, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

By signing, the undersigned individual affirms and represents that he or she has the legal authority and capacity to sign and make this offer on behalf of, and has signed using that authority to legally bind [INSERT OFFEROR NAME] to the offer, and possesses the legal capacity to act on behalf of Offeror to

execute a Contract with the New York State Unified Court System. The aforementioned legal authority and capacity of the undersigned individual is affirmed by the enclosed Resolution of the Corporate Board of Directors of [INSERT OFFEROR NAME].

---

**Signature**

**[INSERT OFFEROR SIGNATORY NAME]**

**[INSERT TITLE]**

**[INSERT OFFEROR COMPANY NAME]**

**EXHIBIT 4**

**INSURANCE REQUIREMENTS (3 pages)**

Grant recipients will be required to maintain the following insurance coverage during the term of the contract:

1. Workers' compensation and disability benefits insurance coverage as required under New York State law. Proof of workers' compensation insurance and disability benefits insurance must be provided with the grant application. If applicant is legally exempt from such coverage, proof of exemption must be provided. The only forms acceptable as evidence of these insurance requirements are:

Proof of Workers' Compensation Coverage

- Form C-105.2 - Certificate of Workers' Compensation Insurance issued by private insurance carriers; or
- Form U-26.3 issued by the State Insurance Fund; or
- Form SI-12 - Certificate of Workers' Compensation Self-Insurance; or
- Form GSI-105.2 - Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- Form CE-200 - Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

- Form DB-120.1 - Certificate of Disability Benefits Insurance, or
- Form DB-120.2 - Certificate of Participation in Disability Benefits Group Self-Insurance; or
- Form DB-155 - Certificate of Disability Benefits Self-Insurance; or
- Form CE-200 - Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Please note that an ACORD Certificate of Insurance is NOT acceptable proof of New York State workers' compensation or disability benefits insurance coverage. Applicants should obtain the appropriate Workers' Compensation Board forms from their insurance carrier or licensed agent, or follow the procedures set forth by the Workers' Compensation Board for obtaining an exemption from coverage. Required forms and procedures may be obtained on the Workers' Compensation Board website at [www.wcb.ny.gov/](http://www.wcb.ny.gov/) and click on 'Employers/Businesses' and/or 'Forms.' Any questions regarding workers' compensation coverage requirements should be directed to:

Workers' Compensation Board  
Bureau of Compliance  
(518) 462-8882  
(866) 298-7830

Applicants awarded funding (whether through a new or amended contract) will be required to provide updated certificates of workers’ compensation and disability benefits coverage that name the UCS as the certificate holder if the applicable form has a space for a certificate holder to be listed. The carrier must enter:

NYS Unified Court System  
Office of Court Administration  
Division of Grants, Contracts & Procurement  
2500 Pond View, Suite 104  
Castleton-on-Hudson, New York 12033

The insurance carrier must notify the certificate holder if a policy is canceled.

2. Commercial General Liability Insurance (bodily injury and property damage on an occurrence basis), contractual and products/completed operations liability coverage, and auto liability with minimum limits as follows:

Bodily Injury and Property Damage	\$1 million per occurrence, \$2 million aggregate
Personal Injury and Advertising	\$1 million aggregate
Contractual and Products/ Completed Operations Liability	\$2 million aggregate
Auto Liability, Combined single limits	\$1 million

Commercial general liability insurance coverage must be obtained from commercial insurance carriers licensed in, or otherwise authorized to do business in, the State of New York. Proof of applicant’s commercial general liability insurance coverage must be submitted with the grant application. Applicants awarded funding will be required to submit an updated certificate naming UCS as a certificate holder, an additional insured, or loss payee, as appropriate, and providing for at least thirty (30) days advance written notice to UCS of cancellation or non-renewal. The updated certificate must be submitted prior to finalization of the contract. The commercial general insurance of Applicants awarded funding shall be primary insurance with respect to UCS.

Products completed operations insurance coverage is not required if applicant provides written documentation prior to finalization of an awarded contract that the organization’s commercial general insurance policy does not include coverage for products-completed operations. Automobile liability insurance is not required if applicant does not use vehicles in its operations.

3. Professional liability insurance in the amount of \$1,000,000 for all of applicant’s professional employees that will perform with grant funding. Proof of applicant’s professional liability insurance coverage must be submitted with the grant application. Organizations awarded funding will be required to contractually agree to obtain tail coverage for a minimum of two years in the event that the organization’s professional liability coverage policy is terminated and either: (i) there is no

replacement policy; or (ii) the replacement policy does not cover claims made against the organization based on events that occurred prior to the effective date of the new policy.

**EXHIBIT 5**

**PROPOSAL RATING TOOL  
TECHNICAL PROPOSAL SUMMARY RATING SHEET**

**APPLICANT:** \_\_\_\_\_

**Organizational Capacity (24 points possible)** **A.** \_\_\_\_\_

**Project Services (56 points possible)** **B.** \_\_\_\_\_

**Total Points: 80 points** **TOTAL** \_\_\_\_\_

**A minimum average technical score of 40 is required for a contract to be awarded.**

**REVIEWER** (Print) \_\_\_\_\_

(Signature) \_\_\_\_\_

**DATE** \_\_\_\_/\_\_\_\_/\_\_\_\_

**DETAIL RATING SHEETS**

**APPLICANT:** \_\_\_\_\_

**REVIEWER:** \_\_\_\_\_

**A. ORGANIZATIONAL CAPACITY (24 POINTS POSSIBLE)**

Instructions to reviewers: For each sub-question, award a value of 0 up to the maximum points allowed for the question based on your assessment of the proposal.

\_\_\_\_ A1. Rate the appropriateness of the proposer’s current principal activities with respect to the provision of Project Services. *(up to 5 points: 5 = very good, 4 = above average, 3 = average, 2 = below average, 1 = poor, 0 = unacceptable)*

\_\_\_\_ A2. Assess the proposer’s stated experience developing a screening tool for justice-involved individuals living with a mental health diagnosis. *(up to 5 points: 5 = very good, 4 = above average, 3 = average, 2 = below average, 1 = poor, 0 = unacceptable)*

\_\_\_\_ A3. Assess the proposer’s stated experience developing and implementing a validated comprehensive risk and needs screening tool for multiple sites in a court or criminal justice setting. *(up to 5 points: 5 = very good, 4 = above average, 3 = average, 2 = below average, 1 = poor, 0 = unacceptable)*

\_\_\_\_ A4. Assess the proposer’s response to developing a final report detailing the development process, validation outcomes, and implementation recommendations completed by applicant in connection with the Project Services and Deliverables. *(up to 5 points: 5 = very good, 4 = above average, 3 = average, 2 = below average, 1 = poor, 0 = unacceptable)*

\_\_\_\_ A5. Assess the applicant’s proposed supervisory structure. *(up to 4 points: 4 = very good, 3 = above average, 2 = average, 1 = poor, 0 = unacceptable)*

**SUBTOTAL FOR PART “A”**

**(A1 + A2 + A3 + A4 + A5)**

\_\_\_\_\_

### DETAIL RATING SHEETS

APPLICANT: \_\_\_\_\_

REVIEWER: \_\_\_\_\_

#### B. PROJECT SERVICES (56 POINTS POSSIBLE)

Instructions to reviewers: For each sub-question, award a value of 0 up to the maximum points allowed for the question based on your assessment of the proposal.

\_\_\_\_ B1. Assess the proposer's staffing plan. Are the proposed positions qualified and allocated at a level of effort appropriate to perform the Project Services? *(up to 4 points: 4 = very good, 3 = above average, 2 = average, 1 = poor, 0 = unacceptable)*

\_\_\_\_ B2. Assess the proposer's plan to review existing mental health screening and RNR tools validated for use with justice involved adults. This includes the male and female felony and misdemeanor population, with varied race, ethnicity, socioeconomic status, and geographic settings. Is the plan feasible? *(up to 4 points: 4 = very good, 3 = above average, 2 = average, 1 = poor, 0 = unacceptable)*

\_\_\_\_ B3. Assess the proposer's plan to develop a mental health screening and assessment tool to be used in MHCs (M-SAT) or adapt an existing nonproprietary tool in the public domain, to identify and address the comprehensive needs of justice-involved adults living with mental illness (to include trauma, postpartum conditions, risk of violence, history of exposure to violence, and co-occurring substance use disorders. *(up to 4 points: 4 = very good, 3 = above average, 2 = average, 1 = poor, 0 = unacceptable)*

\_\_\_\_ B4. Assess the proposer's plan to integrate a mental health screening with a RNR plus Risk of Violence (RNR/V) -based assessment and risk-responsive case management protocol into the daily practice of diverse pilot MHCs. Is the plan feasible and appropriate? *(up to 4 points: 4 = very good, 3 = above average, 2 = average, 1 = poor, 0 = unacceptable)*

\_\_\_\_ B5. Assess the proposer's plan to implement statewide virtual informational sessions to all operational MHCs with the purpose of providing an overview of the RNR model and introduce the M-SAT. Do these sessions outline the process of integrating the M-SAT into the operations of the MHCs, beginning with a pilot in a selected group of MHCs across New York State? *(up to 4 points: 4 = very good, 3 = above average, 2 = average, 1 = poor, 0 = unacceptable)*

\_\_\_\_ B6. Assess the proposer's plan to select pilot sites from volunteer courts (number of pilot sites to be determined based upon sample size requirements to obtain representative data, a minimum of six MHC pilot sites). *(up to 4 points: 4 = very good, 3 = above average, 2 = average, 1 = poor, 0 = unacceptable)*

\_\_\_\_ B7. Assess the proposer's plan to adapt the M-SAT to be compatible for integration into the existing data collection system used by NYS MHCs, the Universal Case Management System,

Treatment Services Module (UCMS-TSM). How well does the proposer detail integrating the M-SAT with the NYS Problem Solving Screener in UCSM–TSM and collaborate with OCA’s Division of Technology and Court Research (DoTCR) to program and integrate the M-SAT into UCMS-TSM platform. *(up to 4 points: 4 = very good, 3 = above average, 2 = average, 1 = poor, 0 = unacceptable)*

\_\_\_\_ B8. Assess the proposer’s plan for performing in-depth training to pilot site MHC staff on the M-SAT model, including the development, structure, and administration of the M-SAT. How well does the proposer address hosting pre-training calls to each site to determine current court practice and to inform training needs; delivering a one-day onsite training at each pilot site; and developing a training manual on administering the M-SAT and interpreting results, as well as basic RNR principles. Is the plan feasible and appropriate? *(up to 4 points: 4 = very good, 3 = above average, 2 = average, 1 = poor, 0 = unacceptable)*

\_\_\_\_ B9. Assess the proposer’s plan to work collaboratively with each of the pilot MHCs to create a feasible, risk-based case management protocol informed by the M-SAT results. Does the process include creating Risk & Need matrices, where risk differentiates between the supervision & case management intensity of the MHC based on criminogenic risk factors, and need identifies local resources available for each identified need? *(up to 4 points: 4 = very good, 3 = above average, 2 = average, 1 = poor, 0 = unacceptable)*

\_\_\_\_ B10. Assess the proposer’s plan to conduct pilot testing of the M-SAT and the risk-based case management protocol to evaluate their effectiveness and inform broader implementation. Is the plan feasible and appropriate? *(up to 4 points: 4 = very good, 3 = above average, 2 = average, 1 = poor, 0 = unacceptable)*

\_\_\_\_ B11. Assess the proposer’s plan to provide ongoing technical assistance to pilot MHCs during M-SAT implementation to address challenges and questions about the tool and case management protocols. *(up to 4 points: 4 = very good, 3 = above average, 2 = average, 1 = poor, 0 = unacceptable)*

\_\_\_\_ B12. Assess the proposer’s plan to conduct process evaluation activities in the pilot MHCs to assess functionality and effectiveness. Does the plan include details of how the proposer will conduct quarterly surveys of each pilot MHC site to monitor the use of the M-SAT; use the survey results to identify site specific technical assistance needs and inform modifications; and hold two (2) virtual meetings with each pilot MHC site throughout the course of the project to address concerns and to monitor fidelity to project protocols? Is the plan feasible and appropriate? *(up to 4 points: 4 = very good, 3 = above average, 2 = average, 1 = poor, 0 = unacceptable)*

\_\_\_\_ B13. Assess the proposer’s plan to validate and re-norm the M-SAT use in the New York State MHC population, which must include collecting and analyzing data from the pilot MHC sites, and using the findings to inform tool refinement and re-norming as needed. *(up to 4 points: 4 = very good, 3 = above average, 2 = average, 1 = poor, 0 = unacceptable)*

\_\_\_\_ B14. Assess the proposer’s plan to collaborate with the OCA Office for Justice Initiatives, Problem-Solving Justice Division, to support the operationalization and integration of the M-SAT assessment tool across all NYS MHCs. (*up to 4 points: 4 = very good, 3 = above average, 2 = average, 1 = poor, 0 = unacceptable*)

**SUBTOTAL FOR PART “B”**

**(B1 + B2 + B3 + B4 + B5 + B6 + B7 + B8 + B9 + B10 + B11 + B12 + B13 + B14)**

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**EXHIBIT 6**

**APPENDIX B (2 pages)**

**Terms and Conditions Applicable to Materials Produced Under the Agreement**

1. Contractor acknowledges and agrees that UCS has ordered and/or specially commissioned the services, deliverables, and materials that Contractor is required to produce pursuant to this Agreement (the "Work"), whether in written form, on tape, computer-readable media or other tangible or intangible form. Except as otherwise specified in this Appendix B, Contractor agrees that: (i) UCS shall be the sole owner of the Work; and (ii) the Work shall be considered a "work made for hire" as that term is used under federal and state law. UCS or its authorized designee shall have all right, title, and interest of every kind and nature, whether now known or hereafter devised and including, without limitation, all copyrights and renewals and extensions thereof, in and to the Work, including without limitation any editions and versions thereof, without payment of any royalty or other compensation. Without limiting the foregoing, and except as otherwise specified in this Appendix B, if all or any part of the Work is not so deemed a "work made for hire," Contractor hereby irrevocably grants, assigns, transfers, and sets over to UCS or its authorized designee all rights of any kind and nature in and to the Work that he/she/it may possess or come to possess, including without limitation all copyrights and renewals and extensions thereof, without payment of any royalty or other compensation. Contractor agrees to execute and deliver to UCS any assignments and other documents requested by UCS confirming the assignment to UCS or its authorized designee of all rights in the Work and to fully cooperate with UCS in registering and protecting UCS's rights to and interests in the Work. Upon request of UCS during any stage thereof, Contractor shall deliver all such Work to UCS. To the extent an assignment is not effective under applicable law, Contractor grants UCS an exclusive, perpetual, royalty-free, fully-paid, irrevocable, worldwide, transferable license to use, reproduce, distribute, and commercialize any deliverables to the fullest extent permissible and effective under applicable law. Contractor shall cooperate with UCS, at UCS's request, as reasonably required to perfect or secure UCS's rights, including executing appropriate documents.

2. Contractor represents and warrants that the Work shall be created solely by Contractor, be original, and does not infringe upon the copyright, trademark, patent, or other proprietary rights of any third party, including without limitation the right to use or display the name, face, or likeness of any person. Furthermore, Contractor represents and warrants that the Work and any other materials used in connection with this Agreement shall not include or incorporate in any way the work or materials of any third party with rights to such work or materials, or the name, face, or likeness of any person, unless Contractor has: (i) advised UCS of this; and (ii) the appropriate written authorizations, releases, licenses, or other permits to allow UCS and Contractor to use the Work and any other materials used in

connection with this Agreement without violating such rights have been obtained and delivered to UCS. The form of such authorizations and other documents is subject to UCS's approval.

3. All rights granted to UCS hereunder are irrevocable and shall vest and remain perpetually vested in UCS and UCS's successors and assigns without payment of any royalty or other compensation, whether this Agreement expires or is terminated, and shall not be subject to rescission, cancellation, or termination by Contractor for any cause whatsoever.

4. If applicable, Contractor shall own and retain all pre-existing proprietary rights to any materials, tools, templates, or methodologies produced or licensed by Contractor prior to the Effective Date, or not as a result of this Agreement ("Contractor's Property"), even if such materials are incorporated into the Work. If any such materials are incorporated into the Work, Contractor hereby grants to UCS or its authorized designee, in perpetuity, at no additional cost or expense, a royalty-free, fully-paid, non-exclusive, irrevocable worldwide license to reproduce, display, and otherwise use Contractor's Property as part of the Work.

5. If master tapes are created in the production of the Work, upon receipt of final payment for the Work, Contractor will provide these to UCS, except for the master tapes to Contractor's Property (if applicable).

6. If requested by UCS, Contractor shall include in the Work a copyright notice in the following form: "Copyright (or ©) [year] New York State Unified Court System. All rights reserved." If applicable, the notice shall be computer-readable and clearly visible to viewers for at least three seconds.

7. Contractor shall indemnify, defend, and hold UCS, its administrative officers, directors, employees, and authorized agents harmless from and against all claims, costs, liability, and damages, including reasonable attorneys' fees and disbursements: (i) resulting from the Contractor's breach of representation or warranty made herein; or (ii) arising in connection with an allegation that UCS's use of the Work (if any) or any other deliverable, if any, infringes any patent, trade secret, copyright, or any other proprietary right, including, without limitation, the rights to use or display a person's name, face, or likeness.

8. This Appendix B shall survive expiration or termination of this Agreement.