NEW YORK STATE | Office of Cannabis Management

RFP# OCM-2026-04
MEDICAL CANNABIS EDUCATION
Questions & Answers

Q #	QUESTION	ANSWER	AMENDED DOCUMENT
1	In section 2, regarding ownership of all training materials, OCM will exclusively own all training materials and all future training material revisions? So the OCM will own our IP?	All final training materials developed under this engagement will be the property of OCM. The vendor may retain the right to use underlying concepts, methodologies, and non-confidential content for future work, provided that any materials created specifically for OCM, including customized or branded content, are not reproduced or distributed without prior written consent.	
2	MM411's business is medical cannabis education. We currently conduct this business in other states and countries based on local legal jurisdiction. New content would be developed for the OCM program, but scientific, peer reviewed journal citations to substantiate the course content would largely be similar. It would put us out of business if we agreed to OCM's exclusive ownership of all the intellectual property we'd include in the contemplated OCM program as most of it would constitute intellectual property we've already developed as part of our core business. To the extent OCM is seeking ownership-like rights in the deliverables, which is understandable, MM411 would be open to granting something like a perpetual, non-sublicensable, non-exclusive, and royalty-free (other than the fees contemplated as part of the development contract) license to the deliverables. Any OCM intellectual property would remain OCM's and to the extent there are any unique, jointly development (OCM and MM411) components of the deliverables that would merit it, MM411 would be open to treating those differently (e.g., OCM ownership with license to MM411 or something similar, as an example).		
3	CME for Course #2 - Advanced Medical Cannabis Dosing - As a Schedule I Drug, ACCME and AMA rules will not allow "dosing" to be a CME activity. MM411 has been approved for 6 AMA PRA Category 1 Credit(s)™ for more than 7 years. Unless the re-scheduling of cannabis happens, dosing has to be a non-CME activity, but can be included as a separate course.	Section 2.2.1 of the RFP was amended to remove b (Course #2 Advanced Medical Cannabis Dosing) as a CME. Only Course #1 will require CME/CE credits.	Y
4	Who is responsible for ongoing compliance, reporting, and maintenance of CME/CE accreditation once the CE course is launched?	The vendor is responsible for ongoing compliance, reporting and maintenance of CME/CE accreditation once the courses are created.	
5	Who is responsible if a complaint is filed to the ACCME?	The vendor is responsible if a complaint is filed to the ACCME.	
6	It must be understood that once a CME activity is approved, that no changes can be made to the activity.	Per ACCME: Providers that produce enduring materials must review each enduring material at least once every three years or more frequently if indicated by new scientific developments. So, while providers can review and re-release an enduring material every three years (or more frequently), the enduring material cannot be offered as an accredited activity for more than three years without some review on the part of the provider to ensure that the content is still up-to-date and accurate. That review date must be included on the enduring material, along with the original release date and a termination date. If there are mutually agreed upon changes necessary, the vendor will need to follow 2.2.12 (amended to 2.2.11) Course Revisions in the RFP.	
7	If other bidders are representing that "dosing" can be a designated CME activity, they do not understand the complexity of Medical Cannabis Education and could put the OCM at risk. It is very complicated.	See response to question 3.	Y
8	The OCM will require two CE activities (at a minimum) for Physicians and Pharmacists (CME and CPE respectively). Pharmacists will require and want to claim CPE credits, not just CE credits. Will an additional CE accredited activities be required for nurses, social workers, or any additional healthcare providers?	Please see section 2.2.2. of the RFP for the list of practitioners. At a minimum, and for this RFP, OCM's requirement for this RFP, at a minimum, is that the vendor offer CME and CE credits. If a vendor chooses to offer additional credits, it will be outside of the scope of the contract.	

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9	MM411 has multiple partnerships in place including a long-term contract with CReDO Science, which is owned by Nishi Whitely and Dr. Ethan Russo. Dr. Russo is one of the most notable scientists living and part of our partnership includes webinars and courses from CReDO Science and taught by Dr. Russo. MM411 would like to include additional webinars, and topics taught by Dr. Russo, but this content could not be owned by the OCM. These would be "add-on" specialty educational opportunities for the benefit of the providers in New York.	The contract resulting from this RFP will include the courses outlined in section 2.2.	
10	The language is very vague in this section. MM411 would suggest proposing a list of topics to ensure that the expense of new courses is controlled. In addition, MM411 has partnerships with numerous SMEs (including Dr. Ethan Russo) that could be of benefit to the OCM. With outside SMEs, their content would not be "owned" by the OCM. If a list of specific topics for additional courses to be added as part of the submission process, that content would fall into the OCM license. But to reiterate, as this "ownership" clause currently stands, MM411 would not be able to submit a response. The OCM would be left with a vendor that does not have the experience necessary to deliver what is outlined in the RFP.	The contract resulting from this RFP will include the courses outlined in section 2.2. All final training materials developed under this engagement will be the property of OCM. The vendor may retain the right to use underlying concepts, methodologies, and non-confidential content for future work, provided that any materials created specifically for OCM, including customized or branded content, are not reproduced or distributed without prior written consent.	
11	The outline is very light on federal legal and state legal requirements. With Cannabis currently listed as a Schedule I drug (and still federally illegal) it is suggested that the legal course module should be expanded by the OCM.	No response.	
12	Section 2.2.7 (the template would not allow the addition of the subsection (?)) where is states the bidder must develop a "broad-based course to educate healthcare practitioners, non-certifying healthcare practitioners, and medical cannabis dispensary pharmacists about providing effective and appropriate cannabis clinical care." This statement is ambiguous and federal legal law has very specific requirements about what you can and cannot say based on your role within a dispensary and patient interaction. If an entity is not familiar with the legal framework, this could put the OCM in a compromised position.	No response.	
13	Additional expansion of abuse and misuse, contraindications, should be included in this section, if CHS and CUD are part of this course. MM411 suggests that CHS, CUD, Opioid Sparing, and additional category specific content (abuse and misuse for example) be added/adjusted as a separate course. Course #6 is too broad as currently outlined.	No response.	
14	There should be a fixed number of course revisions, not open ended.	RFP Section 2.2.12 (amended section 2.2.11) was amended to specify that OCM agrees to limit the maximum revisions to (3) three.	Y
15	Can OCM clarify whether the required LMS must be State-owned or if a vendor-hosted (e.g., secure SaaS-based) platform is acceptable?	This LMS must be vendor hosted.	
16	If not otherwise specified, should bidders assume that LMS infrastructure remains vendor-managed and that required deliverables include course content, reporting, and data outputs rather than transfer of platform ownership?	All final training materials developed under this engagement will be the property of OCM. The vendor may retain the right to use underlying concepts, methodologies, and non-confidential content for future work, provided that any materials created specifically for OCM, including customized or branded content, are not reproduced or distributed without prior written consent.	
17	Should bidders include LMS licensing, hosting, and maintenance costs within overall course and delivery pricing, or does OCM expect these costs to be itemized separately in the cost proposal?	The Cost Proposal Form has been amended to include a blended hourly rate for additional courses, and a blended hourly rate for existing course edits. Website hosting section updated to include website hosting and LMS upkeep.	Y
18	In the event that revisions extend beyond initial feedback cycles, should bidders assume such work would be addressed under the blended hourly rate referenced in Section 2.2.12?		

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19	Can OCM provide additional detail regarding the acceptance criteria for deliverables and whether standardized evaluation criteria or rubrics will be applied?	OCM will provide the winning vendor a rubric prior to any course development.	
20	Should bidders assume that additional courses will be separately scoped and priced based on mutually agreed requirements?	The additional course scope will be mutually agreed upon between OCM and the Vendor. The Cost Proposal Form has been amended to utilize a blended hourly rate for additional course work which allows flexibility in determining the scope. Website hosting section has been updated to include website hosting and LMS upkeep.	Y
21	Who will own the participant data collected through the LMS?	OCM will own all participation data collected.	
22	Are there specific data privacy, HIPAA, or security requirements beyond those referenced in the RFP?	No.	
23	Are there required integrations with existing NYS systems?	No.	
24	For Spanish and additional language requirements, are certified human translations required?	Certified human translations are preferred, but are not required. Any AI tools used will be required to follow the NYS IT Policy for Acceptable Use of Artificial Intelligence. Please note that Section 2.2.10 (amended section 2.2.9) has been amended to state that OCM will now have ten (10) business days to review deliverables.	Y
25	Does the required clinical reviewer need to be licensed specifically in New York State?	No.	
26	Due to the medical content, is it required that all language reviews are completed by a medical cannabis expert, in the 14 (English/Spanish + 12) languages required?	The reviewer does not need to be a medical cannabis expert, but they are expected to be a medical writer and/or scientist.	
27	Can OCM clarify expectations regarding the use of AI-assisted tools in content development (e.g., drafting, translation, or instructional design), provided all outputs are reviewed and validated by qualified subject matter experts?	OCM has no expectations on how the vendor utlizes AI tools for content development. However, the vendor is expected to comply with provision 2.7.1	
28	The primary concern is the way the ownership of content is outlined in the document. I had our attorneys review the information and we all agree that the “intent” is to not own MM411, but as outlined in the document, it would be difficult for MM411 to submit any response. Here is the suggestion from our legal counsel: •MM411’s business is medical cannabis education. MM411 currently conducts this business in other states and countries. It would put MM411 out of business if we agreed to OCM’s exclusive ownership of all the intellectual property we’d include in the contemplated OCM program as most of it would constitute intellectual property we’ve already developed as part of our core business. •To the extent OCM is seeking ownership-like rights in the deliverables, which is understandable, MM411 would be open to granting something like a perpetual, non-sublicensable, non-exclusive, and royalty-free (other than the fees contemplated as part of the development contract) license to the deliverables. Any OCM intellectual property would remain OCM’s and to the extent there are any unique, jointly development (OCM and MM411) components of the deliverables that would merit it, MM411 would be open to treating those differently (e.g., OCM ownership with license to MM411 or something similar, as an example). The other concern is the CME requirement for dosing. As a Schedule I drug, detailed dosing cannot be a CE/CME activity. If another vendor indicates that this is not correct and can be a CE/CME activity, they don’t understand the complexity of	All final training materials developed under this engagement will be the property of OCM. The vendor may retain the right to use underlying concepts, methodologies, and non-confidential content for future work, provided that any materials created specifically for OCM, including customized or branded content, are not reproduced or distributed without prior written consent. Section 2.2.1 of the RFP was amended to remove b. Course #2 Advanced Medical Cannabis Dosing as a CME. Only Course #1 will require CME credits.	Y
29	Is a single individual permitted to fulfill both the Project Manager and Technical Staff roles?	Yes, Section 2.3 has been amended to include language under 2.3.2. Dual Role Authorization for further clarification.	Y
30	Can the licensed medical reviewer be a subcontractor, or must they be a direct employee?	The licensed medical reviewer can be either. Section 2.3 Staffing Requirements has been amended to include language addressing this.	Y

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31	What is the minimum required length (hours) for each course beyond Course #1's 2-hour minimum? Courses #2–7 have no specified duration.	OCM does not have a minimum required length for any of the courses, however all content must be thoroughly covered.	
32	Will OCM provide subject matter experts to review content, or is the contractor responsible for sourcing all clinical reviewers?	The vendor is expected to review the content and source the clinical reviewers.	
33	What does "OCM branded" mean in practice — will OCM provide brand guidelines/assets, or must the vendor develop them?	OCM will provide branding guidelines to assist the vendor with content development. This includes but is not limited to logos, color schemes, etc.	
34	For the 12 most common non-English languages for closed captioning, which specific languages does OCM have in mind? The RFP links to a reference but doesn't list them explicitly.	The 12 most comment non-English languages are: Spanish Chinese Russian Yiddish Bangla Korean Haitian Creole Italian Arabic Polish French Urdu The link is: https://ogs.ny.gov/new-york-state-language-access-law	
35	Who is responsible for the cost and administrative process of obtaining CME/CE accreditation for Courses #1 and #2 — the vendor or OCM? I believe this was mentioned during the pre-conference call, but am unsure of the answer.	The vendor is responsible for the cost and administrative process of obtaining CME/CE accreditation for the associated courses. These costs may be built into the bid price.	
36	Which accrediting bodies will OCM accept for CME/CE credits?	OCM will leave this to the vendor's discretion as long as CE requirements are met.	
37	Are there any specific LMS platforms OCM prefers or prohibits? Must the LMS be hosted within NYS-approved cloud infrastructure, or is any System and Organizational Controls: SOC 2-compliant hosting acceptable?	As per the Contract Boilerplate Section 14.7.3.3: The company should be CONUS. Data housed within the vendor's LMS should have the ability to allow for content migration into an alternative LMS platform if needed.	
38	Who maintains user accounts and enrollment data — the vendor or OCM?	The vendor will be responsible for maintaining user accounts and enrollment data.	
39	The contract reporter link is broken in the RFP	Section 1.4.3 has been updated in the RFP to note the correct link. The link to the contract reporter is: https://www.nyscr.ny.gov/	Y
40	What is the expected pricing structure — per course flat fee, hourly, annual hosting fee, or a combination?	The Cost Proposal Form has been amended to outline a set course fee for courses 1 - 7, then a blended hourly rate for additional courses 8-10, and a blended hourly rate for future course edits once a course is live. Website hosting section updated to include website hosting and LMS upkeep.	Y